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, April 17, 2024 at 7:00 PM**

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

# AGENDA

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

**CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**PUBLIC COMMENTS**

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

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

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

**REPORTS**

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

**A.** **Budget Committee**
*Submitted by: Maria Amezcua, Council Member, Chair*

**B.** **Public Improvement District Committee**
*Submitted: Aaron Moreno, Council Member, Chair*

**C.** **Park Committee - Park Plan Update**
*Submitted by: Sonia Wallace, Council Member, Chair*

**D.** **Public Tree Advisory Board**
*Submitted by: Maria Amezcua, Council Member, Chair*

**E.** **Economic Development Committee**
*Submitted by: Mayor Harvey, Chair*

**F.** **Capital Improvement Committee**
*Submitted by: Deja Hill, Chair*

**G.** **Community Collaborative Committee**
*Submitted by: Mayor Harvey, Chair*

**H.** **HealthCare Committee – Bristol Myers Update**
*Submitted by: Anne Weir, Chair*

**I.** **Emergency Management Committee**
*Submitted by: Ryan Phipps, Chief of Police, Chair*

**J.** **Public Safety Committee**
*Submitted by: Emily Hill, Mayor Pro Tem, Chair*

**PUBLIC HEARINGS**

**1.** **Conduct a public hearing on an Ordinance annexing 1.273 acres, more or less, being located in Travis County, Texas, including abutting streets, roadways, and rights-of-way into the corporate limits of the city, at the request of the property owner, approving an agreement for the provision of services for the annexed area, making findings of fact, providing a severability clause and an effective date, and providing for open meetings and other related matters.**
*Submitted by: Scott Dunlop, Development Services Director*

**2.** **Conduct a public hearing on an ordinance rezoning two (2) lots on 12.627 acres, more or less, and being located at 13105 FM 1100, Manor, TX from Agricultural (A) to Medium Commercial (C-2).**
*Applicant: Professional StruCIVIL Engineers Inc.*
*Owner: Najib Wehbe*
*Submitted by: Scott Dunlop, Development Services Director*

**3.** **Conduct a public hearing on a Specific Use Permit for one (1) lot on 1.273 acres, more or less, and being located at 13105 FM 1100, Manor, TX to allow for a 14,020sf general retail / Mexican market building, six MPDs, three diesel MPDs, and associated parking and drive aisles.**
*Applicant: Professional StruCIVIL Engineers Inc*

*Owner: Najib Wehbe*
*Submitted by: Scott Dunlop, Development Services Director*

4. **Conduct a public hearing on an ordinance rezoning one lot (1) lot on .23 acres, more or less, being Lot 6A, Block 1, Town of Manor, and being located at 707 Bastrop St, Manor, TX from Single-Family Suburban (SF-1) to Two-Family Residential (TF).**
*Applicant: Savvy ATX Realty, LLC*
*Owner: Wenkai Chen*
*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.*

5. **Consideration, discussion, and possible action to approve the City Council Minutes of April 3, 2024, City Council Special Session.**
*Submitted by: Lluvia T. Almaraz, City Secretary*

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

7. **Consideration, discussion, and possible action on accepting the March 2024 Departmental Reports.**
*Submitted by: Scott Moore, City Manager*

- **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**
- **Community Development – Yalondra V. Santana, Heritage & Tourism Manager**
- **Municipal Court – Sofi Duran, Court Administrator**
- **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**

**REGULAR AGENDA**

8. **Consideration, discussion, and possible action on a change order to the construction contract for the Bell Farms and Presidential Glenn Lift Station Expansion project.**
*Submitted by: Tyler Shows, E.I.T, Engineer Associate*

9. **Consideration, discussion, and possible action authorizing the purchasing of sixteen (16) automatic hydrant flushers.**
*Submitted by: Matthew Woodard, Public Works Director*

10. **Consideration, discussion, and possible action on a Water Conservation Plan and a Drought Contingency Plan for the City of Manor.**
*Submitted by: Scott Moore, City Manager*

11. **Consideration, discussion, and possible action on the allocation of Hotel Occupancy Tax (HOT) Funds for ManorPalooza Expenses.**
*Submitted by: Yalondra Valderrama, Heritage & Tourism Director*

12. **Consideration, discussion, and possible action on a resolution authorizing the Professional Services Agreement between the City of Manor and Grant Development Services to submit an application to the Texas Parks and Wildlife Department (TPWD) grant.**
*Submitted by: Scott Moore, City Manager*

13. **First Reading: Consideration, discussion, and possible action on an Ordinance annexing 1.273 acres, more or less, being located in Travis County, Texas, including abutting streets, roadways, and rights-of-way into the corporate limits of the city, at the request of the property owner, approving an agreement for the provision of services for the annexed area, making findings of fact, providing a severability clause and an effective date, and providing for open meetings and other related matters.**
*Submitted by: Scott Dunlop, Development Services Director*

14. **First Reading: Consideration, discussion, and possible action on an ordinance rezoning two (2) lots on 12.627 acres, more or less, and being located at 13105 FM 1100, Manor, TX from Agricultural (A) to Medium Commercial (C-2).**
*Applicant: Professional StruCIVIL Engineers Inc*
*Owner: Najib Wehbe*
*Submitted by: Scott Dunlop, Development Services Director*

15. **First Reading: Consideration, discussion, and possible action on a Specific Use Permit for one (1) lot on 1.273 acres, more or less, and being located at 13105 FM 1100, Manor, TX to allow for a 14,020sf general retail / Mexican market building, six MPDs, three diesel MPDs, and associated parking and drive aisles.**
*Applicant: Professional StruCIVIL Engineers Inc*
*Owner: Najib Wehbe*
*Submitted by: Scott Dunlop, Development Services Director*

16. **First Reading: Consideration, discussion, and possible action on an ordinance rezoning one lot (1) lot on .23 acres, more or less, being Lot 6A, Block 1, Town of Manor, and being located at 707 Bastrop St, Manor, TX from Single-Family Suburban (SF-1) to Two-Family Residential (TF).**
*Applicant: Savvy ATX Realty, LLC*
*Owner: Wenkai Chen*
*Submitted by: Scott Dunlop, Development Services Director*

17. **Second and Final Reading: Consideration, discussion, and possible action on a Specific Use Permit for Medical Offices in Manor Crossing allowing 15,000 sq. ft. of medical office and/or medical clinic tenant space, one (1) lot on 18.1 acres, more or less, and being located at the intersection of Shadowglen Blvd and US Hwy 290, Manor, Texas.**
*Applicant: Retail Connections*
*Owner: Retail Connections*
*Submitted by: Scott Dunlop, Development Services Director*

18. **Consideration, discussion, and possible action on an Ordinance providing for the issuance of the City of Manor, Texas General Obligation Bonds in one or more series; levying a tax in payment thereof; approving an official statement; approving the execution of a purchase contract; and enacting other provisions relating thereto.**
*Submitted by: Scott Moore, City Manager*

19. **Consideration, discussion, and possible action on a Resolution of the City of Manor, Texas determining the costs of certain authorized improvements to be financed by the Manor Heights Public Improvement District; Approving a preliminary amended and restated service and assessment plan, including the proposed Assessment Roll; Calling for notice of a public hearing for May 1, 2024, to consider an ordinance levying assessments on property located within Improvement Area #4 of the Manor Heights Public Improvement District; Directing the filing of the proposed Assessment Roll with the City Secretary to make said proposed Assessment Roll available for public inspection; Directing City Staff to publish and mail notice of said public hearing; and resolving other matters related to the foregoing.**
*Submitted by: Scott Dunlop, Development Services Director*

20. **Consideration, discussion, and possible action on a Resolution of the City of Manor, Texas approving the form and authorizing the distribution of a Preliminary Limited Offering Memorandum for the City of Manor, Texas Special Assessment Revenue Bonds, Series 2024 (Manor Heights Public Improvement District Improvement Area #4 Project).**
*Submitted by: Scott Dunlop, Development Services Director*

21. **Consideration, discussion, and possible action on a Declaration of Public Water Quality Easement for the Shadowglen Development.**
*Submitted by: Scott Dunlop, Development Services Director*

22. **Consideration, discussion, and possible action on a License Agreement for the City of Refuge Church of God in Christ for the construction, improvement, installation, maintenance, access, and use of a driveway located on certain real property in the Carriage Hills Section One Subdivision.**
*Submitted by: Scott Dunlop, Development Services Director*

23. **Consideration, discussion, and possible action on the selection and award for the Mixed Use Sports/Entertainment Development Feasibility Study services for the 236-acre East Manor Development No. 1 property.**
*Submitted by: Scott Jones, Economic Development Director*

24. **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 10,540 Square Foot Water Line Easement and a 10,500 Square Foot Temporary Construction Easement (both as described in the Resolution and Exhibit "A" attached to the Resolution) from that certain 10.00 Acre Tract Conveyed to Plata Holdings, LLC and recorded at Document Number 2021219060 of the Official Public Records of Travis County, Texas, for the Public Use and Purpose of Construction f a Water Line.**
*Submitted by: Scott Moore, City Manager*

25. **Consideration, discussion, and possible action on a Resolution submitting a list of city projects for future Community Project Funding.**
*Submitted by: Scott Moore, City Manager*

**EXECUTIVE SESSION**

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

- *Section 551.074 Personnel Matters to discuss duties of the City Manager;*

- *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 EntradaGlen PID;*

- *Sections 551.07 Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Shadowglen PUD*

- *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; and*

- *Sections 551.071 Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding legislation related to daycares*

**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.

26. **Consideration, discussion, and possible action on a Resolution of the City of Manor, Texas approving and authorizing the execution of the EntradaGlen Public Improvement District Reimbursement Agreement.**
*Submitted by: Scott Moore, City Manager*

27. **Consideration, discussion, and possible action on an ordinance of the City of Manor, Texas establishing an exemption from ad valorem taxes for qualifying childcare facility properties, providing a severability clause, providing savings, effective date, and open**

**meetings clauses, and providing for related matters.**
*Submitted by: Scott Moore, City Manager*

**ADJOURNMENT**

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

***CONFLICT OF INTEREST***

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

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

## POSTING CERTIFICATION

I, the undersigned authority do hereby certify that this Notice of Meeting was posted on the bulletin board, at the City Hall of the City of Manor, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: Friday, April 12, 2024, by 5:00 PM and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

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

**NOTICE OF ASSISTANCE AT PUBLIC MEETINGS:**

The City of Manor is committed to compliance with the Americans with Disabilities Act. Manor City Hall and the Council Chambers are wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive

services must be made 10 days prior to this meeting. Please contact the City Secretary at 512.215.8285 or e-mail lalmaraz@manortx.gov

# Manor City Council
# 2nd Quarterly Report

| | | | |
|---|---|---|---|
| Committee: | Budget Committee | | |
| Starting Date: | March 1, 2024 | Ending Date: | March 31, 2024 |

Committee Members:

Council Members Maria Amezcua and Deja Hill

During January we held our last meetings as a 2-member committee. We moved to a full council committee for all Budget needs.

Needs

Next Quarter Goals:

# Manor City Council
# 2nd Quarterly Report

| | | | |
|---|---|---|---|
| Committee: | PID Committee | | |
| Starting Date: | March 1, 2024 | Ending Date: | March 31, 2024 |

Committee Members:

Council Members Aaron Moreno & Anne Weir

No meetings held last quarter

Needs

Next Quarter Goals:

Coordinating with staff on our next meeting for discussion of the Mustangs Valley PID and other PID updates. Waiting for city staff on available dates.

# Manor City Council
# 2nd Quarterly Report

| | | | |
|---|---|---|---|
| Committee: | Park Committee | | |
| Starting Date: | January 1, 2024 | Ending Date: | March 31, 2024 |

Committee Members:

Council Members Sonia Wallace & Aaron Moreno

Accomplishments

Gandolf Burrus with Grant Development Services discussed over phone call the master plan update and set up of a future town hall meeting for community feedback. Mr. Burrus explained that the Recreation Needs Assessment would be ready to review by March 19th. He also updated us on the due dates for the master plan and grant application submittal. Discussion was held over renaming of trails and ordinance of metal detecting in city parks, clarifying city regulations. City Secretary Almaraz presented a draft of a temporary appreciation plaque for the veterans wall. Proposals will be presented to city council once quotes are received. Superintendent Zeplin gave an update on sidewalk lights installation in Timmerman park that began on March 4th. Heritage and Tourism Manager Santana explained the need for an updated regulation for park rentals.

Challenges

Needing to set up a townhall and figuring out what will be done with the rest of Timmerman park.

Needs

Next Quarter Goals:

Is to have a town hall on the community wants and needs in our parks for the master plan and meet the deadlines for the master plan completion and grant submittal. Presenting to the city council our findings.

# Manor City Council
# 2nd Quarterly Report

| | | | |
|---|---|---|---|
| Committee: | Public Tree Advisory Board | | |
| Starting Date: | March 1, 2024 | Ending Date: | March 31, 2024 |

Committee Members:

Council Members Maria Amezcua and Deja Hill

Accomplishments

We are planning future meetings to discuss Arbor Day, and other events to help promote tee advocacy.
We will plan events to promote Tree City USA
We will establish regularly scheduled meetings and goals as we move forward as a committee.

Needs

Next Quarter Goals:

# Manor City Council
# 2nd Quarterly Report

| | | | |
|---|---|---|---|
| Committee: | Economic Development | | |
| Starting Date: | January 1, 2024 | Ending Date: | March 31, 2024 |

Committee Members:

| | |
|---|---|
| • Mayor Dr. Harvey<br>• Councilwoman Weir<br>• Scott Jones<br>• Aldo Fritz<br>• Amy Madison<br>• Su Jones<br>• Dusty McCormick | • Lezlie Tran<br>• Michelle Anderson<br>• Daffney Henry<br>• Stacy Rhone<br>• Sean Donnelly<br>• Matthew Taylor |

Accomplishments

- Submitted RFP for a Feasibility Study for CAYSA Property
- Completed Branding Process
- $900,000 from Congressman Casar for infrastructure

Challenges

- Planning for the comprehensive plan
- Need for more parkland
- Location for BOND

Next Quarter Goals:

- Planning Incentives and Opportunities with bond money
- Plan to secure additional land and leverage PFC for opportunities

# Manor City Council
# 2nd Quarterly Report

| | | | |
|---|---|---|---|
| Committee: | Mayor Community Collaborative | | |
| Starting Date: | January 1, 2024 | Ending Date: | March 31, 2024 |

Committee Members:

| | |
|---|---|
| • Mayor Dr. Harvey | • Mayor Pro Tem Emily Hill |

Accomplishments

- Committee met and talked about goals and purpose
- Got a good group of members

Challenges

- Meeting planned for March was not visible for the team.

Next Quarter Goals:

- Create monthly 2024 calendar
- Focus on creating a learning community (leadership development, business development, job training, and more)
- Create opportunities to share City updates and hear needs from the community.

# Manor City Council
# 2nd Quarterly Report

| | | | |
|---|---|---|---|
| Committee: | Health Committee | | |
| Starting Date: | January 1, 2024 | Ending Date: | March 31, 2024 |

Committee Members:

Council Members Anne Weir & Aaron Moreno

Accomplishments

Continued discussion with the Black Men's Health Clinic on the creation of a Manor Survey to gather information on services needed in the City of Manor. Discussed a need for a list of primary, specialty, mental, and social determinant care list. Also discussed greater awareness and utilization of the dual program with MISD. The survey provided drew some concerns about the demographic and age group targeted. Another survey will be done at some of our city events to expand our outreach. Discussed what's needed for the legal technical draft and determined what agreements, services, or programs are available.

Challenges

Continue our meetings with BMHC liaison and wait on the surveys to present to the council the information of care needed.

Needs

Next Quarter Goals:

In progress, Assistance from UT research students and the City of Manor in gathering items, difficulty gathering items from other health-providing entities. significant data gathering during the State of the Community Health Report. Discussions made with The Lab and Antonio to coordinate HealthyCutsTM events with City of Manor events for greater exposure and utilization. Discussions with Manor Knights, Maya Mustangs, J-UNO AAU Team, and Manor ISD Athletics to provide sports physicals and periodic health checks for players and their parents where they practice.

April 8, 2024

**Subject: Monthly Status Report on Manor Health Department**

| GOALS | PROJECTED COMPLETION DATE | COLLABORATORS | STATUS | NEEDS |
|---|---|---|---|---|
| Define Manor Health Department Structure for Council Approval | July 31st | Harvard Health Law | Law and Policy draft for Review | Define legal requirements at the state and national level |
| State of the Community Health Report | March 31st | Rishit Yokananth<br>En-Yu Li | Draft Received | Council Feedback to finalize |
| State of Health Programs and Services Report | April 30th | Rishit Yokananth<br>En-Yu Li | In Progress | UT research students performed some significant data gathering during the State of the Community Health Report |
| State of Health Policies and Agreements Report | May 31st | Rishit Yokananth<br>En-Yu Li | In Progress | Assistance from UT research students and City of Manor in gathering items, difficulty gathering items from other health providing entities |
| Community Health Survey | May 31st | American Heart Association | In Progress | Difficulty gathering primary care, specialty care, behavioral health, and social determinant services for a checklist of needs by community residents. BMHC staff compiled a starter from generic website research. |
| Launch Monthly BMHC HealthyCuts™ Program | Ongoing | The Lab<br>Antonio Montgomery<br>Austin Public Health<br>CommUnityCare | In Progress | Discussion made with The Lab and Antonio to coordinate HealthyCuts™ events with City of Manor events for greater exposure and utilization |

| | | | | |
|---|---|---|---|---|
| Youth Fitness Support Program | Ongoing | Cameron Morgan<br>James Keller<br>Demetrius Moales<br>Austin Public Health<br>CommUnityCare | In Progress | Discussions with Manor Knights, Maya Mustangs, J-UNO AAU Team, and Manor ISD Athletics to provide sports physicals and periodic health checks for players and their parents where they practice |

| ACTIVITIES | ORGANIZATION | WHO | PURPOSE | OUTCOME |
|---|---|---|---|---|
| Jan 18 | American Heart Association | Kelsey Williams<br>Tori Cirlos | What Agreements, Services, Programs | No agreements, services, or programs in place, but agreed to assist in the creation of a community health survey |
| Jan 18 | Harvard Health Law | Rachel Landauer | Discuss what's needed for legal technical draft | Draft sent by Jan 28th |
| Jan 19 | Austin Public Health | Patrice Hatchett | Learn more about Diabetes Classes focused on diabetes management, exercise, nutrition, complications & prevention, and stress management | 90-minute classes 1x a week for 6x weeks: diabetes control, active living, healthy eating, preventing complications, and managing stress |
| Jan 29 | Dell Medical School & UT Population Health | Cynthia Chacon<br>Tasha Banks<br>Navkiran Shokar<br>Jessica Calderon | What Agreements, Services, or Programs available | No agreements, services, or programs in place |
| Feb 5 | Austin Public Health & Travis County Health Authority | Adrienne Sturrup<br>Desmar Walkes<br>Cassandra Deleon<br>Janet Pichette | Determine what agreements, services, or programs | Pending feedback on whether an agreement is in place between Manor and Travis County Health & Human Services |

| | | | | |
|---|---|---|---|---|
| Feb 15th | UT Austin Research Interns | Rishit Yokananth<br>En-Yu Li | Discussion of the Manor Project and reports that need to research and written | Agreed to have the first report done by March 31, and to have meetings as needed to discuss challenges |
| Feb 26 | Dell Medical School | Cynthia Chacon | Discuss Cancer Prevention Program being offered to the city | Manor Health Committee requested BMHC take lead and serve as liaison on program implementation and execution. Follow-up meetings required to finalize |
| March 4 | American Heart Association | Kelsey Williams<br>Sally Honeycutt<br>Tori Cirlos | Discuss creation of Manor Survey | Once BMHC provides an approve list of services available for primary care, specialty care, behavioral health, social determinant needs, BMHC will follow-up with AHA to work on additional health awareness questions for residents to respond to |
| March 7 | Austin Community College – Health Sciences | Nina Almasy<br>Estrella Barrera | Discussion of creation of Manor Survey | Discussed a need for list of primary, specialty, mental, social determinant care list. Also discussed greater awareness and utilization of the dual program with MISD. |
| March 19 | UT Austin Research Interns | Rishit Yokananth<br>En-Yu Li | Provide updates on the Manor survey reports, answer questions target audience, and completion status | Identified target audience and confirmed that that the draft for the first report will be done March 31st |
| March 26 | Austin Community College | Tiffany Ricks | Discussion of creation of a Manor Survey | Discussed the intended community survey for support in creation. Some resources received. |
| April 3rd | UT Austin Research Interns | Rishit Yokananth<br>En-Yu Li | Review of services draft report for feedback | Reviewed draft report to finalize for inclusion into the health project status to Manor City Council |

CHLPI CENTER for HEALTH LAW and POLICY INNOVATION
HARVARD LAW SCHOOL

**To:** Dr. Larry Wallace and Michael Lambert, Black Men's Health Clinic
**From:** Rachel Landauer, Center for Health Law and Policy Innovation of Harvard Law School
**Re:** Initial Review - Texas Law Governing Local Health Entities
**Date:** April 4, 2024

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The following summarizes our initial review of Texas law governing local health entities.

## I. Local Health Entities

- Local public health is decentralized; cities and counties have significant decision-making authority over whether to create a local health entity, the type, level of funding, services provided, governance, etc.
- There are three different types of "local health entities" defined in Health & Safety Code Chapter 121, the Local Public Health Reorganization Act:
  - Public health district
  - Local health department
  - Local health unit
- A public health district involves (a) two or more counties, (b) two or more municipalities, (c) a county and one or more municipalities in the county, or (d) two or more counties and one or more municipalities in those counties. *See Health & Safety Code Chapter 121, Section E.* Accordingly, it is our understanding that rules surrounding a public health district are not relevant at this time and we have not reviewed them in detail at this time.

## II. Comparing Local Health Departments and Local Health Units

- Local health units operate to provide more limited, targeted services than full-fledged local health departments. *See Health & Safety Code § 121.004* ("a local health unit. . .provides public health services but does not provide each [public health service] listed under Section 121.006(d). . . .").
  - Section 121.006(d) lists the following public health services:
    - Personal health promotion and maintenance services;
    - Infectious disease control and prevention services;
    - Environmental and consumer health programs;
    - Public health education and information services;
    - Laboratory services; and
    - Administrative services.
- Rules specific to local health departments are housed in Subpart D. Here, we see that local health departments are established by majority vote of city council or the commissioners court of a county. *See Health & Safety Code § 121.031.* Additional rules for local health departments set forth in this part of the code address powers and duties of

local health departments ("may perform all public health functions that the municipality or county that establishes the local health department may perform"), the appointment of a department director, delegation of authority, and the creation of a public health board. We have not identified a similar set of rules for local health units.

- At a high level, both types of entities seem able to contract or otherwise "affiliate" with the State to coordinate service delivery and exchange information, to receive State support, and to run a public health clinic. *See, e.g., Health & Safety Code § 121.006.* Additional research is required to confirm whether there are meaningful differences in engagement with the State (e.g., whether both types of entities are able to submit claims to and be reimbursed by Medicaid).

## III. Rules for Local Health Entities

- The Local Public Health Reorganization Act sets out a few rules that may be relevant to the policies of a local health entity, regardless of the type of entity. For example:
  - "A municipality, county, or public health district may not deny public health services to an individual because of inability to pay for the services. A municipality, county, or public health district shall provide for the reduction or waiver of a fee for an individual who cannot pay for services in whole or in part." *Health & Safety Code § 121.006.*
  - If the entity receives State support for the provision of public health services, certain provisions of the Government Code and related standards apply. *Health & Safety Code § 121.006.*

## IV. Next Steps

- CHLPI will continue our review of Texas law and regulation
- CHLPI will begin interviews and related research to identify best practices for policies and procedures

"My sense from our book research is that this kind of effort (enabling more health coordination & facilitation by the City) fits nicely into the "local health unit" entity type. But this is absolutely something that we can explore and confirm through interviews with, e.g., the Texas Association of City and County Health Officials."

Rachael Landauer
Health Law and Policy Clinic
Harvard Law School

# SERVICES LIST – COMMUNITY HEALTH SURVEY

## Primary Care

- Physical exams
- Preventative care
- Chronic conditions management
- Common illness diagnosis & treatment
- Lifestyle counseling & guidance
- Immunizations

## Specialty Care

- Surgeries (complex cases)
- Specialized treatment (cancer, etc.)
- Diagnostic testing (radiology, etc.)
- Consultation (neurology, etc.)

## Behavioral Health

Medication
- Antidepressants
- Antianxiety
- Mood stabilizers
- Antipsychotics
- Supervision & management

Complementary & alternative therapies
- Recreation
- Yoga
- Meditation
- Nutrition
- Exercise
- Equine (horses)

Support Groups
- Alcohol abuse
- Drug abuse
- Anxiety & depression
- Eating disorders
- Gambling, shopping, video gaming, etc.

Psychotherapy
- Individual therapy
- Family therapy
- Group therapy
- Cognitive behavioral therapy (individual, family group)
- Dialectical behavior therapy
- Interpersonal therapy
- Eye movement desensitization & reprocessing therapy

## Social Determinants of Health

Health Behaviors
- Eating habits
- Alcohol or substance use
- Unprotected sex
- Smoking

Physical Environment
- Place of residence
- Exposure to toxic substances
- Buildings & transportation systems
- Plants & agriculture
- Weather & climate

Social & Economic Factors

- Discrimination
- Income
- Education level
- Marital status
- Economic factors

Health Care

- Access to & quality of care
- Insurance status

**Subject:** Comprehensive Cancer Prevention Program in Central Texas by Dell Medical School

**Education Program Summary**

The Comprehensive Cancer Prevention Program through Dell Medical School's Department of Population Health aims to implement culturally, linguistically appropriate, and evidence-based cancer education to individuals residing in Central Texas focusing on breast, cervical, and colorectal cancer. Our primary focus is to engage individuals without insurance or without a medical home through community-based outreach and in partnership with other organizations.

**Participant Recruitment**

We seek to create partnerships with various community-based organizations beginning in Travis county, and extending to neighboring counties, including: Bastrop, Bell, Burnet, Caldwell, Fayette, Hays, Lee and Williamson counties. We will liaise with interested hosting sites on dates and times for educational sessions. Hosting sites will help to promote and recruit from their patron population; our research staff will also help in direct recruitment by actively pursuing outreach efforts by participating in community events, networking seminars, other community-based awareness and engagement activities, and identifying opportunities to grow the program's recruitment.

**Education Delivery and Personnel**

Individuals who opt to receive the education will receive education via PowerPoint, a flip chart, or a tablet. The modality used will depend on both the needs of the specific participation(s) and the conditions of the education delivery location (group setting or 1:1; and classroom, conference room, clinic waiting area, resource fair, etc.). Educational modalities will include the following information: cancer screening tests and recommended guidelines, facts and figures for the specific type of cancer, and risk factors. Following the education session, all participants will be asked to complete a 1-page satisfaction survey on their satisfaction with the education delivery, knowledge gained, level of anxiety regarding cancer screening, and intention for cancer screening. For the first 150 participants who opt in for receiving education, they will be administered a pre-test prior to the education, and a post-test immediately after to assess their current cancer knowledge, beliefs and health status. In total, we allot up to one-hour for the delivery of the education and completion of these surveys. Education will be delivered by the project study team, consisting of Community Health Workers, Health Educators, Research Assistants, and/or other study team personnel who are trained by the Cancer Prevention and Control Operational Director of Livestrong Institutes, Director of Operations and or the Principal Investigator of this project.

**Measures**

We will use the results of the satisfaction surveys and pre and post-tests to tailor future cancer education and to investigate the efficacy of the information presented during education delivery.

**Benefits**

The first 150 participants who complete the pre and post-test will receive a $50 HEB gift card. All participants will be provided with a list of resources for free or low cost cervical, breast, and colorectal cancer screening options. Those individuals who receive cancer education and consent to being contacted about cancer screening options will be followed up with a member of the project team within two weeks of having received education, and again within one and three months.

Cynthia Chacon
Research Program Manager
UT Dell Medical School

**Subject: Intent to Collaborate by Austin Community College**

Good morning, Dr. Wallace and Happy Friday!

Thank you for reaching out regarding potential partnership opportunities between ACC, particularly the Health Sciences Division, and the City of Manor. We are genuinely excited about the prospect of collaborating further and expanding our engagement with the Manor community. Following our wonderful meeting with Mr. Lambert on 3/7, we have identified several areas where ACC Health Sciences can make meaningful contributions. Some of these include:

1. Participation in health fairs, health promotion initiatives, and community education programs focusing on various health screenings, health promotion & disease prevention educational activities, and community activities.

2. Engaging in youth outreach and high school programs aimed at developing a healthcare workforce pipeline in partnership with the City of Manor.

3. Developing an affiliation agreement with the City of Manor for Health Science programs to explore, plan, and implement various service-learning and clinical experience opportunities.

4. Collaboration with community organizations within the city, such as the fire department, similar to our ongoing partnership with the City of Austin Fire Department's Red Angels program.

We believe that these initiatives align and would be valuable additions to the Manor community's health and wellness efforts. It's worth noting that beyond Health Sciences, ACC has a range of other departments and expertise that can contribute to community development within the scope of this work. Our support can extend to initiatives aimed at reducing health disparities. Furthermore, our Continuing Education Division can also play a significant role. I will make connections to their new dean, Donald Tracy, as they have many fast-track options that could serve the City of Manor.

We are committed to being active participants in this important work and are eager to further discuss and refine these opportunities. Looking forward to continuing our partnership and making a positive impact together!

Nina Almasy, DNP, RN
Dean, Health Sciences Division
Austin Community College

# Healthcare in the City of Manor

04.05.2024

Rishit Yokananth
En-Yu Li
BMHC Liaison: Michael Lambert

The University of Texas at Austin

We sincerely thank the Bristol Myers Squibb Foundation for their generous support, which was instrumental to the creation of this report.

## Project Summary

The purpose of this report is to collect all possible information about the City of Manor in regard to its health statistics. Our goal is to discern prevalent health issues within the city by analyzing primary demographic data, health-related statistics, and information. The uniqueness of partnering with the City of Manor is its minority-majority community population. With an annual 12% growth[1], the City Manor has no health department or basic health for its nineteen thousand residents[2] of which 64% are Hispanic and[3] 20% are Black or African American.[4] The rapid expansion of the city, coupled with insufficient medical infrastructure, has compelled the City of Manor to lean heavily on regional resources, primary care, and specialty services from neighboring cities like Austin. Through the compilation of information and data regarding Manor's health landscape, our aim is to assist the City of Manor in gaining a comprehensive understanding of the diverse needs of all local residents, encompassing marginalized groups and mainstream perspectives alike. By ensuring these needs are recognized and addressed, we strive to pave the way for initiatives such as establishing a health department and allocating additional resources in the future, informed by these valuable insights.

[1] This is an average population growth rate from 2010 to 2020. Data from City Population
[2] Population estimation of July 1, 2022. Source 1. U.S. Census Bureau
[3] Austin's growth in focus: the Manor community
[4] Ethnicity breakdowns in 2021. Data from Data USA

## Reports and Surveys Used

1. US Census Bureau Report of Manor
2. Travis County Forensic Mental Health Project
3. Travis County 2022 Community Health Assessment
4. 2022 Williamson County Community Health Assessment
5. Central Health Demographic Report for Travis County
6. Central Health Strategic System of Care FY 24
7. Central Health Equity-focused Service Delivery Strategic Planning: Voice of the Community Summary
8. Central Health Safety-Net Community Health Needs Assessment Report
9. Austin/Travis County Tobacco & Other Drugs Needs Assessment
10. Aging and Unhoused in Travis County Assessment

## Organizations Referenced in this Report

Austin/Travis County Community Health

Travis County Health and Human Services

University of Texas at Dell Medical Center

Baylor Scott & White Health

St. Davids Foundation

Ascension Seton

National Council for Behavioral Health

Austin Public Health

Integral Care

Austin CapMetro

City of Manor

Central Health Strategic System of Care FY 24

Austin Community College

Community Coalition for Health

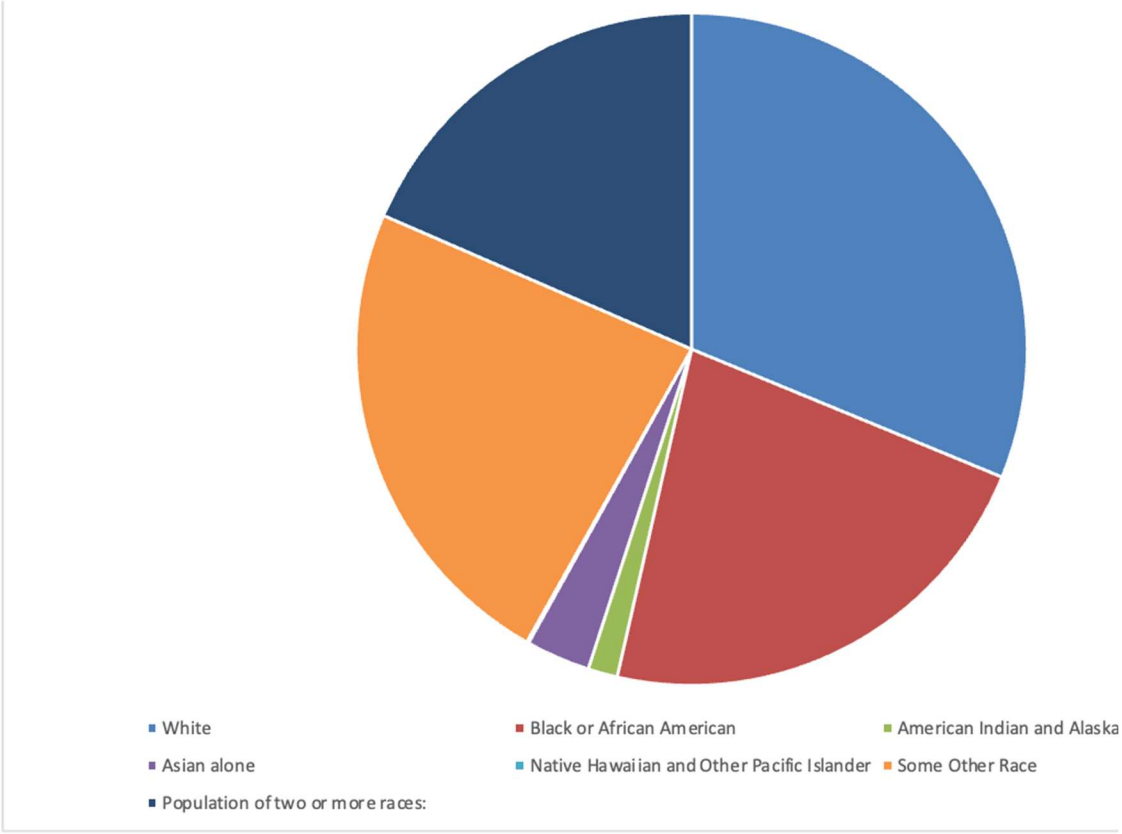
The University of Texas Health Science Center at Houston

# State of the Community: City of Manor and Travis County

## The demographic of the City of Manor

According to the United States Census Bureau, the total population of the City of Manor in 2022 was 19,009.[5] Below is the demographic breakdown of the City of Manor.

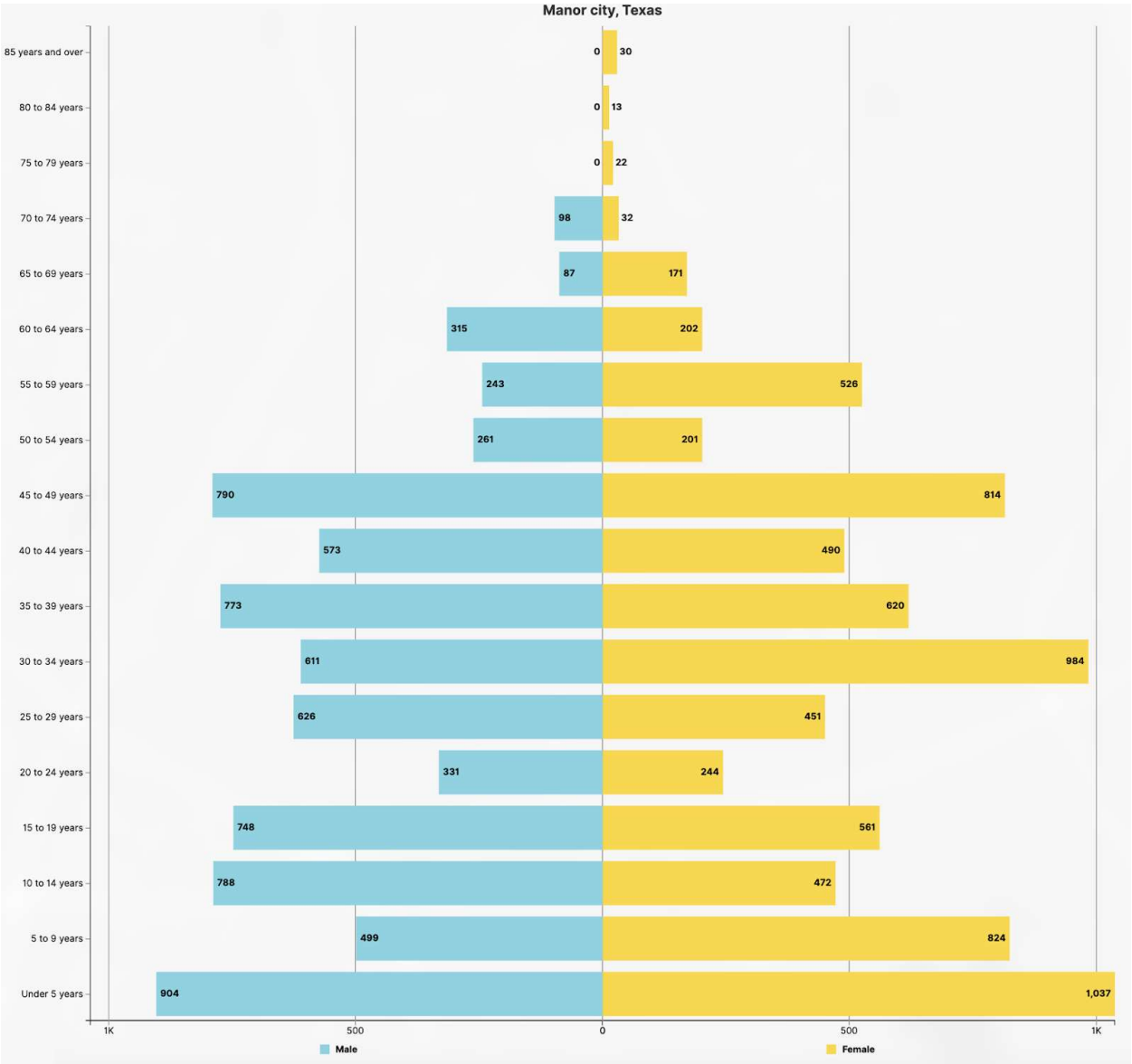
Race[6]:




Median age: **30.7** ± 2.2[7]

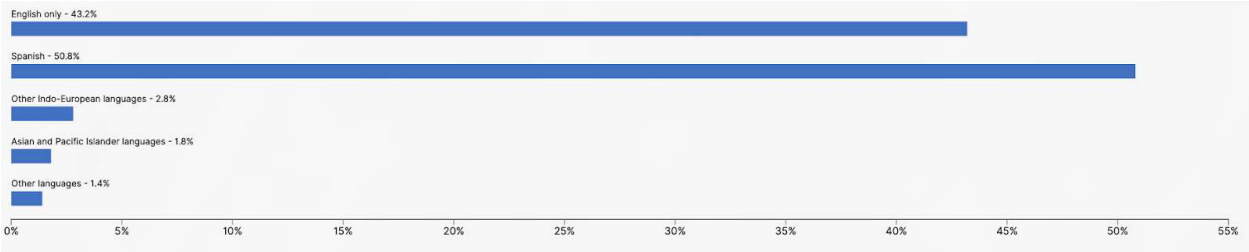
[5] Data from 2023 is not available. Source 1. U.S. Census Bureau
[6] Graph made by author. Source 1. U.S. Census Bureau
[7] As a reference, the median age of Texas is **35.6** ± 0.1 ( data from *2022 American Community Survey 5-Year Estimates*)

Population Pyramid:




Language Spoken at Home:

Language Other Than English Spoken at Home in Manor City
**56.8%** ± 8.0%[8]




## Health Statistics about the City of Manor

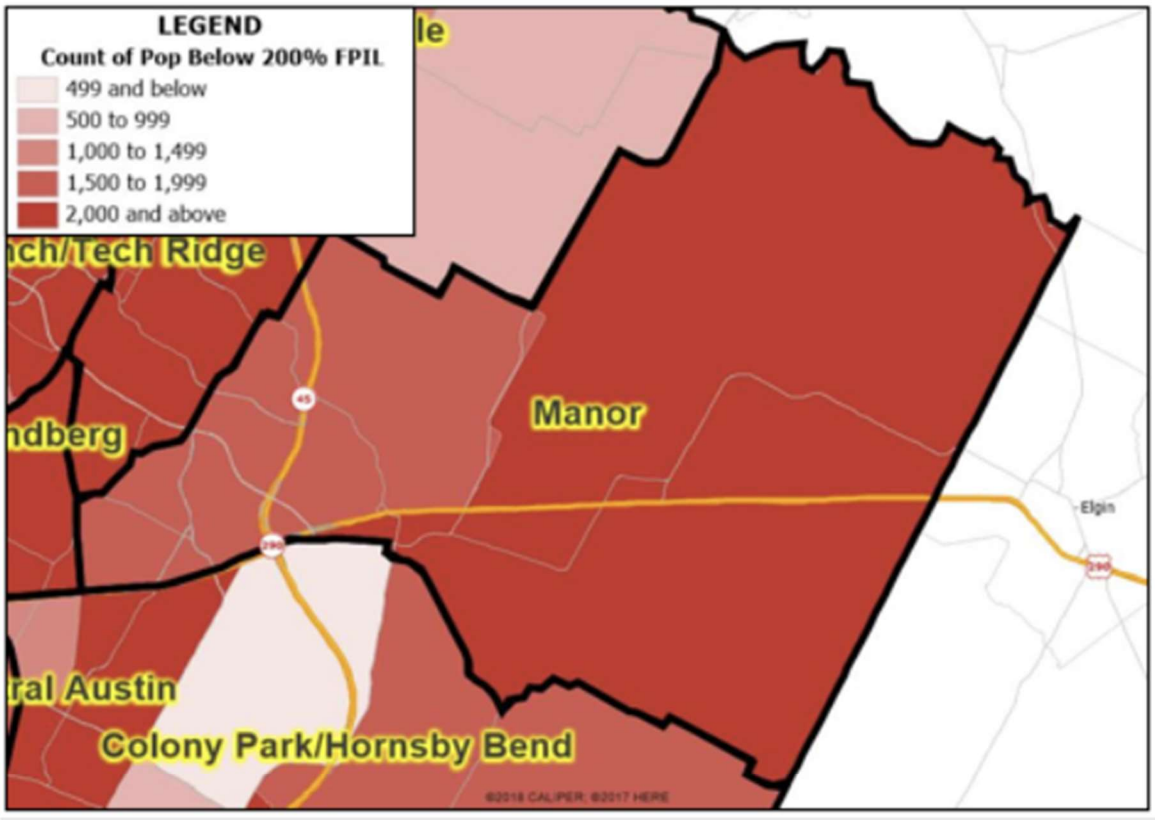



**Figure 50. Population below 200% FPIL in Manor**

[8] Estimate for Language Other Than English Spoken at Home in Texas is **35.1%** ± 0.2%n (data from *2022 American Community Survey 5-Year Estimates*)
[5] Source 3. Travis County 2022 Community Health Assessment

Graph Showcasing Manor's 200% FPIL Distribution[5]

The health and social landscape of Manor, a region within the city, presents a complex interplay of socioeconomic challenges and health disparities, according to a comprehensive report by Central Health. Notably, a significant portion of Manor's population, about 26%, lives below 200% of the Federal Poverty Level (FPL), highlighting the economic struggles faced by residents[6]. This economic hardship is further compounded by chronic diseases, including addiction and substance abuse, alongside social challenges such as homelessness.

Demographically, Manor exhibits a youthful median age range of 25 to 39 years, with a notable cultural diversity as 35% of its residents speak Spanish[6]. Despite representing only 2% of the total county population below 200% FPL, Manor's health outcomes present a cause for concern. The area reported higher rates of diabetes, heart failure, and hypertension compared to average rates, indicating a significant health burden. Conversely, it showed lower prevalence rates for asthma, behavioral health issues, and Chronic Obstructive Pulmonary Disease (COPD).

An alarming statistic from the report is Manor's distinction of having the highest rate of homeless students among all planning and assessment regions, double that of Travis County overall. Surprisingly, Manor boasts the highest insured rate in East Travis County at 88%, surpassing the overall rate for Travis County[6]. However, this positive note is tempered by Manor's lower access rate to most preventative services, such as dental visits, mammograms, and colorectal cancer screenings, compared to Travis County. The report also points out lower screening rates for cervical cancer among Central Health patients in Manor.

In terms of mental health and addiction services, Manor faces significant challenges. It has the second-highest rate of addiction/substance abuse providers yet only houses half of the buprenorphine providers in East Travis County, indicating a pressing need for enhanced substance abuse treatment services[6]. The report emphasizes Manor's acute shortage of mental health service providers, with only two available, underscoring the prevalence of mental health issues over physical health concerns in the community.

Further analysis of social determinants of health (SDOH) in Manor reveals education and housing as critical areas affecting the community's well-being. Chronic conditions such as diabetes, heart failure, and hypertension are prevalent, pointing to the need for targeted healthcare interventions[6]. The report also sheds light on the extreme poverty levels in Manor, with a segment of the population living below 100% of the FPL, and a relatively high unemployment rate, further complicating the socioeconomic landscape.

The detailed insights provided by the Central Health document underscore the specific health and social challenges facing Manor. The report serves as a vital resource for addressing the multifaceted issues of healthcare access, chronic disease management, and social determinants of health within the community, highlighting the urgent need for comprehensive and targeted interventions to improve the overall health and well-being of Manor residents.

## Health Statistic about Travis County

Among the 49 cities/boroughs in Travis County, Manor stands as the tenth most populous city[9], albeit not receiving the highest level of attention. While health-related statistics specifically about Manor may not be abundant, Travis County offers a wealth of rich and diverse health information. This allows us to gain insight into the current health landscape in the area and observe overarching patterns and phenomena that may also manifest in the City of Manor.

[9] World Population Review (2024)

Given Manor's position as one of the more populous areas within Travis County, statistical theory suggests it's reasonable to infer that many of Travis County's health statistics can be reflective of the conditions in Manor as well. Thus, this broader health data serves as a vital reference point, enriching our comprehension of the specific health landscape and challenges faced by the residents of Manor.

Travis County 2022 Community Health Assessment:
Travis County and Austin experienced an estimated population growth of 26.0% and 20.0%, respectively, from 2010 to 2020, exceeding population growth for Texas (15.9%) and the US (7.4%) during the same period.

In 2019, the median household income in Travis County was $80,726, a 14.6% increase between 2015 and 2019. The median household income for White households was 2.2 times the household income for Black/African American households and 2.3 times the household income for Hispanic/Latino households in 2019.

About 13.6% of Travis County children lived in poverty.

Regarding childcare needs for working individuals, about two-fifths of Black/African American (42.9%) and Hispanic/Latino (41.1%) respondents and 34.2% of White respondents reported difficulty finding affordable childcare. The Hispanic/Latino population has the highest percentage of the population without a high school diploma (26.6%).

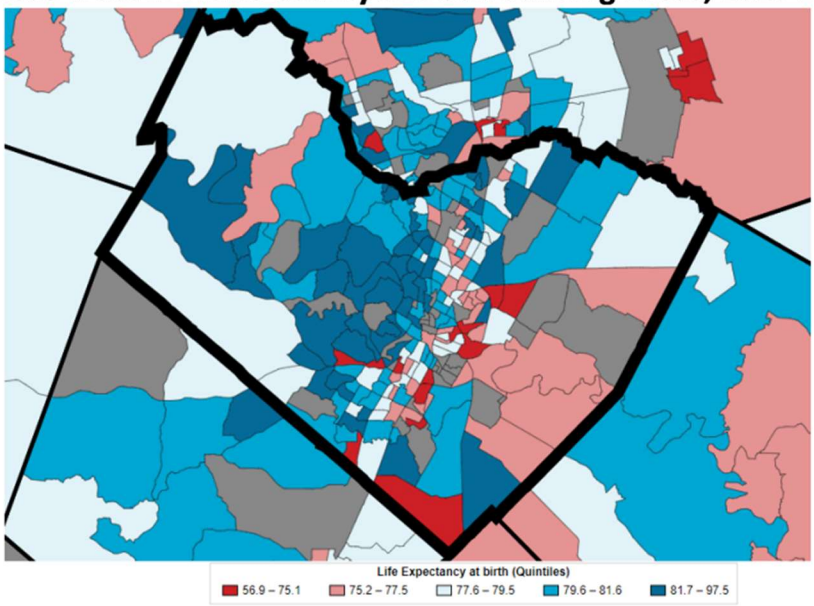
According to a Housing Market Analysis, about 65% of respondents reported spending greater than or equal to 30% of their monthly income on housing and 17% reported spending greater than or equal to 50% of their monthly income on housing – a severe cost burden. White households faced a severe cost burden 15% of the time, compared to 25% for Black/African American households; 23% for Hispanic/Latino households; and 20% for Asian households.

In 2019, an estimated 60% of Travis County residents spent <30 minutes commuting, around one-third (33%) spent 30-60 minutes commuting and 7% spent over an hour commuting. Community members and leaders described several barriers to using public transit and limited public transportation and medical or senior transit options in rural areas. Senior community members noted that medical ride services were limited and made for long and exhausting travel.

About one-fifth (22.4%) of Travis County residents have been diagnosed with diabetes.

In 2020, Hispanic/Latino adults (31.5%) reported poor mental health compared to White (26.3%) and Black/African American (22.9%) adults. That same year, the highest proportion of adults experiencing poor mental health was seen among adults aged 18-29 (32.6%) and 30-44 years of age (34.3%).

**Life Expectancy, by Census Tract in Travis County and Surrounding Areas, 2010-2015**




DATA SOURCE: Centers for Disease Control and Prevention, National Center for Health Statistics, 2010-2015

Central Health Equity-Focused Service Delivery Strategic Plan:
Most of the regions in the I-35 Corridor (five out of eight) and all regions in East Travis County have a lower rate of local mental health providers per 100,000 residents (i.e., credentialed professionals specializing in psychiatry, psychology, counseling, child, adolescent, or adult mental health, or clinical social work) than the county overall. However, these areas represent some of the highest needs for mental health services in the county.

A larger proportion of adults in East Travis County and in the I-35 Corridor do not have high school diplomas. Research shows that not having a high school diploma is an indicator of limited ability to secure employment resulting in lower wages, and poverty, and can lead to negative health outcomes.

A large portion of patients residing in East Travis County and along the I-35 Corridor speak [10]Spanish as their primary language. It is important that healthcare providers offer written medical information in different languages, including Spanish, to ensure patients can read and understand healthcare information that is critical to improving their health.

[10] Source 8. Central Health Safety-Net Community Health Needs Assessment Report

Households in the I-35 Corridor and East Travis County are less likely to have stable access to computers and the Internet. These challenges must be considered as Central Health's network of providers begins to deploy innovative technologies to expand access to health services for safety-net communities.

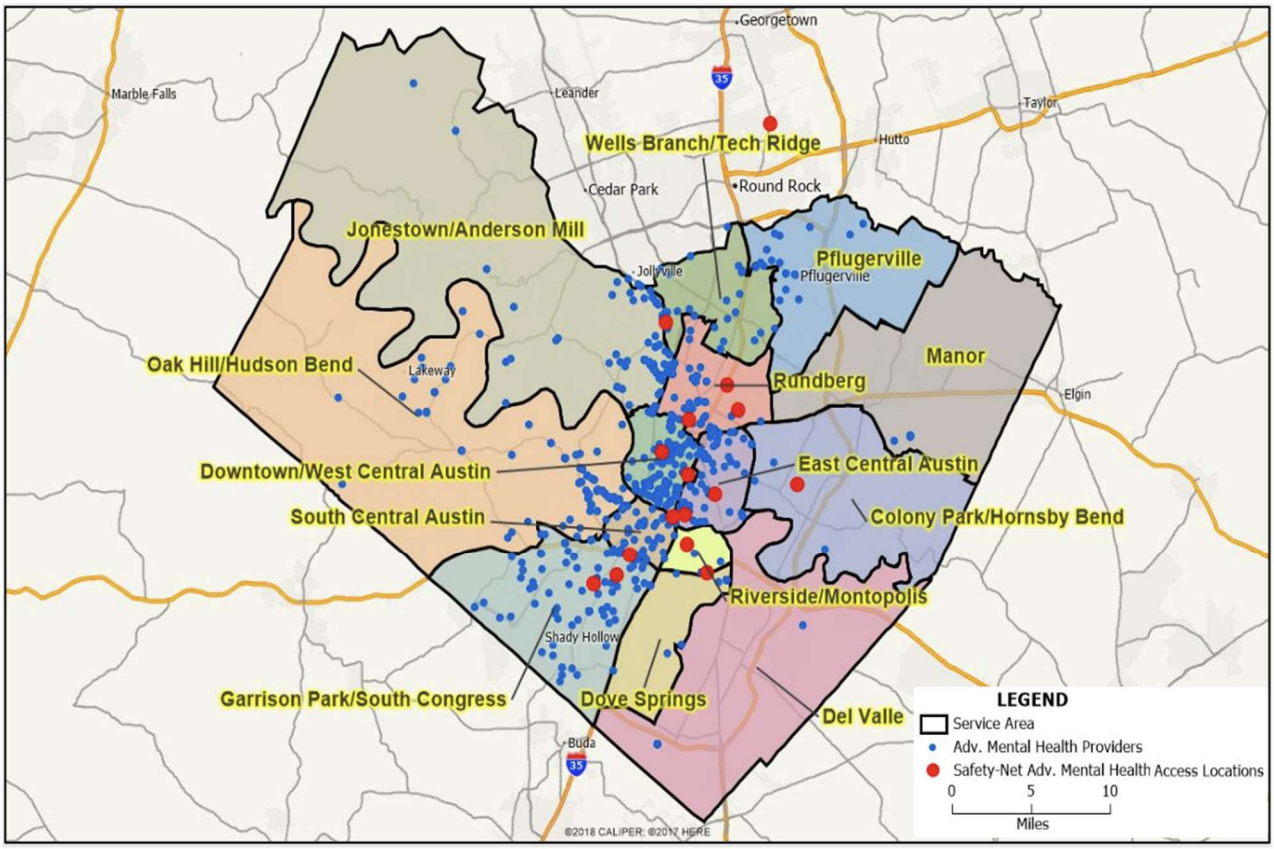



**Figure 25. Map of Mental Health Providers by Planning and Assessment Region**

*Source: Centers for Medicare and Medicaid Services, CMS - National Plan and Provider Enumeration System (NPPES). May 2021. Sourced geography level: Address*

The table provided below defines the distribution of mental health providers by planning and assessment region. Most of the regions in the I-35 Corridor (five out of eight) and all regions in East Travis County have a lower rate of mental health providers per 100,000 population. However, of these regions with a lower-than-county-average rate of mental health providers, Dove Springs, Wells Branch/Tech Ridge, Riverside/Montopolis, Colony Park/Hornsby Bend, Del Valle, and Manor have a relatively high prevalence rate of mental health needs. This indicates a disparity in distribution of mental health providers relative to need.

Map of Mental Health Providers in Travis County by Planning and Assessment Region[6]

**Table 15. Travis County Health Outcomes**

| Planning and Assessment Region | Current Asthma (adults 18+), % | COPD (adults 18+), % | Heart Disease (adults 18+), % | Poor Mental Health (adults 18+), % | Poor Physical Health (adults 18+), % |
|---|---|---|---|---|---|
| Riverside/ Montopolis | 9.1% | 4.2% | 3.9% | 16.6% | 11.5% |
| South Central Austin | 8.1% | 3.3% | 3.5% | 11.9% | 7.8% |
| **East Travis County** | | | | | |
| Pflugerville | 8.5% | 4.3% | 4.2% | 12.4% | 9.8% |
| Colony Park/ Hornsby Bend | 10.1% | 6.1% | 5.6% | 17.0% | 14.7% |
| Del Valle | 9.4% | 6.4% | 6.2% | 16.6% | 15.0% |
| Manor | 9.1% | 4.9% | 4.8% | 14.0% | 11.4% |
| **West Travis County** | | | | | |
| Jonestown/ Anderson Mill | 7.7% | 3.9% | 4.6% | 9.8% | 8.1% |
| Oak Hill/ Hudson Bend | 7.8% | 4.2% | 5.2% | 9.5% | 8.5% |
| **Travis County** | **8.2%** | **4.6%** | **5.1%** | **12.0%** | **10.1%** |
| **Texas** | **8.8%** | **6.4%** | **6.7%** | **13.4%** | **12.8%** |
| **United States** | **9.5%** | **7.2%** | **6.9%** | **13.4%** | **13.0%** |

Higher than the Travis County Average

*Source: Centers for Disease Control and Prevention, Behavioral Risk Factor Surveillance System. Accessed via the 500 Cities Data Portal. 2018*

Table showcasing most relevant chronic health outcomes in Manor and cities in Travis County[6]

# Survey Data

## City of Manor

Comprehensive Plan Community Survey:

This is an online survey conducted by the City of Manor aimed at collecting community input regarding priorities and future opportunities for Manor. The survey was accessible from June 17, 2021, to July 16, 2021. During this period, the survey received a total of 3,017 website views and garnered 263 responses.

While some respondents highlighted deficiencies in medical resources such as emergency rooms, pharmacies, and hospitals[11], it's notable that references and recommendations related to health were scarce, accounting for fewer than ten comments out of over two hundred. This dearth could be attributed to potential issues with the questionnaire design, such as the limitation of options, or, alternatively, it may reflect the homogeneity of respondents, indicating a lack of diversity in perspectives[12]. The majority of comments and suggestions focused on the need for retail and access to daily groceries, with particular emphasis on expectations regarding HEB and Costco.

## Travis County

Central Health Equity-focused Service Delivery Strategic Planning: Voice of the Community Summary:

[11] The closest hospital is too far away. (P.13, comment 5); Need a pharmacy (P.13, comment 8); Need an ER nearby to stabilize critical patients, before transferring to hospitals in Austin. (P.31, comments 36)

[12] 75% respondents are White and 62% are between 22 to 44 years old.

This report serves as a vital component of the Central Health Equity-focused Service Delivery Strategic Planning initiative, marking its inception. Named Voice of the Community, the program lasted 12 weeks starting October 2021. It aims to actively involve patients, low-income residents, advocacy groups, and institutions in sharing their experiences and feedback on healthcare within Travis County, and they succeeded in interviewing 320 participants at last.

Of particular significance is the project's focus on engaging traditionally hard-to-reach and often excluded individuals from planning efforts meant for their benefit, including low-income and (formerly) homeless individuals. Despite Manor not being the primary respondent locality, this comprehensive approach provides valuable insights into the perspectives of marginalized communities, informing future health policies and programs.

The following figure illuminates the locality of respondents in this report(P.3):
For reference, the zip code of Manor is 78653




The most notable discovery within this report pertains to the research and statistics regarding boundaries to accessing healthcare. Specifically, 27% of participants identified scheduling as a major obstacle to care, while only 10% cited cost as a barrier. Additionally, a mere 3% of focus group participants reported transportation as a hindrance. Furthermore, the majority of respondents indicated that their preferred or usual sources of health care information stem from friends and family, followed by clinics or doctor's offices (p.18).[13]

The Voice of the Community initiative by Central Health, mentioned initially in the report, effectively gathers the perspectives, attitudes, and opinions of numerous marginalized and disadvantaged groups, along with relevant

[13] On page 21, they summarized the key findings from discussions among Asian, Latino, African American, and unhoused participants in focus groups which may be very helpful in the future.

stakeholders, regarding healthcare and related matters. This underscores the importance of community engagement and highlights the existing gap in representation and input from Manor's community and stakeholders concerning health concerns in available information and resources.

## Missing Data/Information and Limitation

In our examination of the health landscape within Manor and its comparison to broader trends in Travis County, our analysis reveals notable gaps in data that are otherwise important for translational health interventions. Among these is the absence of Manor-specific information on the prevalence and management of chronic conditions. Even though our report leverages regional statistics of these chronic conditions within Manor, the lack of specific data on diseases like diabetes, heart failure, and hypertension limits our ability to fully understand the local health needs. Even when there was a uniform need for enhanced mental health support within Manor, the availability of high-quality current data on mental health services is notably insufficient.

Additionally, while we've outlined the demographic composition and key social determinants impacting the health of Manor's residents, there's a lack of information regarding access and quality of healthcare services available to marginalized groups in the city. There is a greater need for data on healthcare utilization rates, barriers to accessing care, and patient satisfaction to understand these health disparities even further. Overall, to prevent missing data in future reports, it's important that the Manor bridges this information gap by conducting targeted studies/surveys within the city to gather specific data on health outcomes, service utilization, and barriers to care.

Furthermore, variations in the estimated total population across different files and databases may arise due to differences in sampling and statistical methods. While the latest total population of the City of Manor is believed to fall within the range of 13,000 to 19,000, it's important to note that exact population data, including demographic breakdowns such as ethnicity[14], may still contain minor discrepancies.

## Conclusion/Future Remarks:

Ranked as the fourth largest city in Travis County, following Austin, Round Rock, and Pflugerville, Manor boasts an impressive annual population growth rate of 11.43%, averaging 2.09%[15]. This growth, coupled with the challenges emerging in the post-epidemic era, has brought various health and community issues to the forefront. These include concerns such as poverty, inadequate medical facilities, and limited access to groceries.

Despite limited statistics and information available about Manor City, we can still discern its prevailing resource deficiencies, community challenges, and overarching trends by further refining and extrapolating Manor-specific insights by analyzing broader datasets, including reports from Travis County and the state of Texas. For instance, the Central Health Equity Plan highlights scheduling as the primary challenge faced by many patients in accessing medical services. This issue could stem from various factors, such as limited appointment availability conflicting with typical working hours or the geographical distance of hospitals or clinics from residential areas.

To address all of these needs, a concerted effort to establish a dedicated health department in Manor could greatly enhance the coordination and delivery of healthcare service. ZThis, along with investments in healthcare infrastructure and innovative solutions like mobile health services, could significantly improve access for all residents, especially those in underserved groups. Additionally, tackling the root cause of health disparities by improving social determinants of health

[14]The U.S. Census Bureau provides demographic breakdowns based on race, but lacks more detailed ethnic information. Consequently, independent assessment of specific ethnic groups such as Hispanic or Latino is challenging without further granularity in the data.

[15] World Population Review (2024)

through local partnerships is crucial.

Future reports will focus on specific programs and services that are found in Manor that are aimed to alleviate the health of its residents. These evaluations will not only highlight successful initiatives but also identify areas where additional resources or new strategies could further enhance community health. Additionally, another report will be dedicated to highlighting local agreements already in place at Manor that are health-related. This analysis will include partnerships with healthcare providers, community organizations, and government agencies to underline the synergies contributing to Manor's health ecosystems. Overall, these future reports aim to offer actionable insight and recommendations supporting the development of a more healthy Manor.

Lastly, the foundation of these efforts must be followed up by a commitment to better data collection and analysis within Manor. By gathering comprehensive, local health data, we can ensure that our strategies are informed and targeted: paving the way for Manor to emerge as a model of community health and well-being. In this way, Manor's story of growth can be one of progress, resilience, and health equity for all its residents.

**//ORIGINAL SIGNED//**
Hon. Larry Wallace Jr., Ph.D.
Co-Founder & Board President
Black Men's Health Clinic

# Manor City Council
# 2nd Quarterly Report

| | | | |
|---|---|---|---|
| Committee: | Emergency Management Committee | | |
| Starting Date: | January 1, 2024 | Ending Date: | March 31, 2024 |

Committee Members:

Chief R Phipps (Chair)
Mayor Dr. Christopher Harvey
Council Member Sonia Wallace
Mayor Pro Tem Emily Hill
CM Scott Moore

Accomplishments

EM Committee Meeting March 15, 2024
Easter egg Helo-drop-city of Manor
Disaster Declaration for Solar Eclipse
Activation of EOC during Eclipse
Hiring of an Emergency Management Coordinator
After action meetings-what went well what we can do better
Event action plan for Easter and for Eclipse

Challenges

Generators
Warming Centers
Storage
Travis County Dispatch Data
Message boards

Needs

MOU for School for emergency fuel
Message boards.

Next Quarter Goals:

Completion of cities local plans
Developing Event Action plans for city events specifically
ICS training

AGENDA ITEM NO. 1

# AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 17, 2024
**PREPARED BY:** Scott Dunlop, Director
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Conduct a public hearing on an Ordinance annexing 1.273 acres, more or less, being located in Travis County, Texas, including abutting streets, roadways, and rights-of-way into the corporate limits of the city, at the request of the property owner, approving an agreement for the provision of services for the annexed area, making findings of fact, providing a severability clause and an effective date, and providing for open meetings and other related matters.

**BACKGROUND/SUMMARY:**

This property was initially annexed by Ordinance 345 in April 2008. The property owner at the time received disannexation by Ordinance 369 in September 2009 for the 1.273-acre tract where their home is/was located. Their remaining acreage, 11.354, was annexed a second time by Ordinance 368 in September 2009. The voluntary annexation petition for this Ordinance was approved by the City Council at the April 3, 2024, meeting.

The property has since been sold and the current owner desires to have the entire property (12.627 acres) within the city limits. They have also applied for zoning to C-2 Medium Commercial and a Specific Use Permit for a gas station and related improvements. The zoning and SUP applications will come before the City Council on this agenda.

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

- Ordinance

**STAFF RECOMMENDATION:**

The City Staff recommends that the City Council conduct a public hearing on an ordinance annexing 1.273 acres, more or less, being located in Travis County, Texas, and adjacent and contiguous to the city limits, providing for an open meeting, and other related matters.

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

**ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS ANNEXING 1.273 ACRES OF LAND, MORE OR LESS LOCATED IN TRAVIS COUNTY, TEXAS INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY INTO THE CORPORATE LIMITS OF THE CITY, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING AN AGREEMENT FOR THE PROVISION OF SERVICES FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.**

**WHEREAS**, the City of Manor, Texas is a home rule municipality authorized by State law to annex territory lying adjacent and contiguous to the City;

**WHEREAS**, the owner of the property, as hereinafter described, made written request for the City to annex such property in compliance with *Tex. Loc. Gov't Code*;

**WHEREAS**, the property is adjacent and contiguous to the present city limits;

**WHEREAS**, the City Council heard and has decided to grant the owners' request that the City annex said property;

**WHEREAS**, a public hearing was conducted prior to consideration of this Ordinance in accordance with *§43.0673 of the Tex. Loc. Gov't Code*;

**WHEREAS**, notice of the public hearing was published not more than twenty (20) nor less than ten (10) days prior to the public hearing;

**WHEREAS**, the City intends to provide services to the property to be annexed according to the agreement for the provision of services attached hereto as Exhibit "B".

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

**SECTION 1.** That all of the above premises and findings of fact are found to be true and correct and are hereby incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2.** All portions of the following described property (hereinafter referred to as the "Annexed Property"), not previously annexed into the City, including abutting streets, roadways, and rights-of-way, are hereby annexed into the corporate limits of the City of Manor:

Being 1.273 acres of land, more or less, out of the A.C. Caldwell Survey No. 52, Abstract No. 154, in Travis County, Texas, and being a portion of that certain (2.00 acre) tract of land as described by metes and bounds in instrument recorded in Volume 5800, Page 700 of the Deed Records of Travis County, Texas, said (2.00 acre) tract, being a portion of the certain (4.16 acre) tract of land as conveyed to Herbert Guy Purtle by Deed recorded in Volume 5834, Page 1670 of the Deed Records of Travis County, Texas, also being a portion of that certain (14.16 acre) tract of land as conveyed to Herbert Guy Purtle by Deed recorded in Volume 12892, Page 74 of the Real Property Records of Travis County, Texas; said 1.273 acre tract being more particularly described in Exhibit "A".

**SECTION 3.** That the provision of services agreement submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit "B".

**SECTION 4.** That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the provisions of services agreement attached hereto as Exhibit "B", and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

**SECTION 5.** That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Manor.

**SECTION 6.** That the Annexed Property shall be temporarily zoned Agricultural District "A" as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

**SECTION 7.** That 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 severable.

**SECTION 8.** That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't Code*.

**SECTION 9.** 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 the public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex Gov't Code*.

**PASSED AND APPROVED FIRST READING** on this the _____ day of _____ 2024.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the _____ day of _____ 2024.

**THE CITY OF MANOR, TEXAS**

_____
Dr. Christopher Harvey,
Mayor

**ATTEST:**

_____
Lluvia T. Almaraz, TRMC
City Secretary

**Exhibit "A"**
**Subject Property Description**
**+/- 1.273 Acres**

**HOLT CARSON, INCORPORATED**
**PROFESSIONAL LAND SURVEYORS**
Texas Licensed Surveying Firm Registration No. 10050700
1904 FORTVIEW ROAD
AUSTIN, TX 78704
TELEPHONE: (512) 442-0990
E-mail: survey@hciaustin.com

**"TRACT 2"** January 11, 2022

**FIELD NOTE DESCRIPTION OF 1.273 ACRES OF LAND OUT OF A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERAIN (2.00 ACRE) TRACT OF LAND AS DESCRIBED BY METES AND BOUNDS IN INSTRUMENT RECORDED IN VOLUME 5800, PAGE 700 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, SAID (2.00 ACRE) TRACT, BEING A PORTION OF THE CERTAIN (4.16 ACRE) TRACT OF LAND AS CONVEYED TO HERBERT GUY PURTLE BY DEED RECORDED IN VOLUME 5834, PAGE 1670 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, ALSO BEING A PORTION OF THAT CERTAIN (14.16 ACRE) TRACT OF LAND AS CONVEYED TO HERBERT GUY PURTLE BY DEED RECORDED IN VOLUME 12892, PAGE 74 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING FOR REFERENCE** at a 5/8 inch iron rod found in the Southwest right-of-way line of Voelker Lane at the Northwest corner of that certain (14.00 acre) tract of land as conveyed to Terry Lee Schultz by deed recorded in Volume 13329, Page 410 of the Real Property Records of Travis County, Texas, same being the Northeast corner of that certain (14.16 acre) tract of land as conveyed to Herbert Guy Purtle by deed recorded in Volume 12892, Page 74 of the Real Property Records of Travis County, Texas;

**THENCE** leaving the Southwest right-of-way line of Voelker Lane with the East line of said (14.16 acre) Purtle tract and with the West line of said (14.00 acre) Schultz tract, **S 00 deg. 29'34" W** at a distance of 632.66 ft. passing a calculated point at the record Northeast corner of that certain (4.16 acre) tract of land as conveyed to Herbert Guy Purtle by deed recorded in Volume 5834, Page 1670 of the Deed Records of Travis County, Texas, continuing along said bearing for a total distance of **819.82 ft.** to a 5/8" iron rod found in the North right-of-way line of U.S. Highway 290 at the Northwest corner of that certain (2.281 acre) tract of land as condemned by the State of Texas for highway purposes as set forth in Judgment Nunc Pro Tunc recorded in Volume 11671, Page 223 of the Real Property Records of Travis County, Texas, same being the Northeast corner of that certain (1.544 acre) tract of land as condemned by the State of Texas for Highway purposes as set forth in Amended Judgment recorded in Volume 11664, Page 435 of the Real Property Records of Travis County, Texas;

**1.273 Acres**
**End of Page 1 of 3**

**1.273 Acres**
**Page 2 of 3**

**THENCE** leaving the West line of said (14.00 acre) Schultz tract and entering the interior of said (4.16 acre) Purtle tract and said (14.16 acre) Purtle tract, with the North line of said (1.544 acre) State of Texas tract and with the North right-of-way line of U.S. Highway 290, S 86 deg. 48'09" W 303.88 ft. to a calculated point in the East line of that certain (2.00 acre) tract of land as described by metes and bounds in instrument recorded in Volume 5800, Page 700 of the Deed Records of Travis County, Texas and being the Southeast corner and the **PLACE OF BEGINNING** of the herein described tract;

**THENCE** crossing through the interior of said (2.00 acre) tract and continuing through the interior of said (4.16 acre) Purtle tract and said (14.16 acre) Purtle tract, with the North line of said (1.544 acre) State of Texas tract and with the North right-of-way line of U.S. Highway 290, **S 86 deg. 48'09" W 301.67 ft.** to a brass disk in concrete imprinted "Texas Department of Transportation" found at the intersection of the North right-of-way line of U.S. Highway 290 and the East right-of-way line of F.M. 1100, same being a point in the West line of said (2.00 acre) tract, also being a point in the West line of said (4.16 acre) Purtle tract and said (14.16 acre) Purtle tract, and also being the Northwest corner of said (1.544 acre) State of Texas tract and the Southwest corner of the herein described tract.;

**THENCE** leaving the North right-of-way line of U.S. Highway 290 with the East right-of-way line of F.M. 1100 and with the West lines of said (2.00 acre) tract, said (4.16 acre) Purtle tract and said (14.16 acre) Purtle tract, the following two (2) courses:

1.) **N 39 deg. 26'56" W 14.07 ft.** to a broken concrete highway monument;
2.) **N 05 deg. 33'26" E, 177.49 ft.** to a calculated point at the record Northwest corner of said (4.16 acre) Purtle tract, same being the Northwest corner of said (2.00 acre) tract and being the Northwest corner of the herein described tract, from which a broken concrete highway monument found at a point of curvature in the East right-of-way line of F.M. 110, same being a point in the West line of said (14.16 acre) Purtle tract bears, N 05 deg. 33'26" E 544.61 ft.;

**THENCE** leaving the East right-of-way line of F.M. 1100 and re-entering the interior of said (14.16 acre) Purtle tract, with the North line of said (2.00 acre) tract and with the North line of said (4.16 acre) Purtle tract, **N 86 deg. 48'09" E 282.98 ft. to** a calculated point at the Northeast corner of said (2.00 acre) tract, same being the Northeast corner of the herein described tract;

**1.273 Acres**
**Page 3 of 3**

**THENCE** leaving the North line of said (4.16 acre) Purtle tract and continuing through the interior of said (14.16 acre) Purtle tract with the East line of said (2.00 acre) tract, **S 03 deg. 11'51" E 186.77 ft.** to the **PLACE OF BEGINNING** and containing **1.273 acres** of land.

SURVEYED: September 18, 2021

BY:

Holt Carson
Registered Professional Land Surveyor No. 5166




Reference Map B1092102

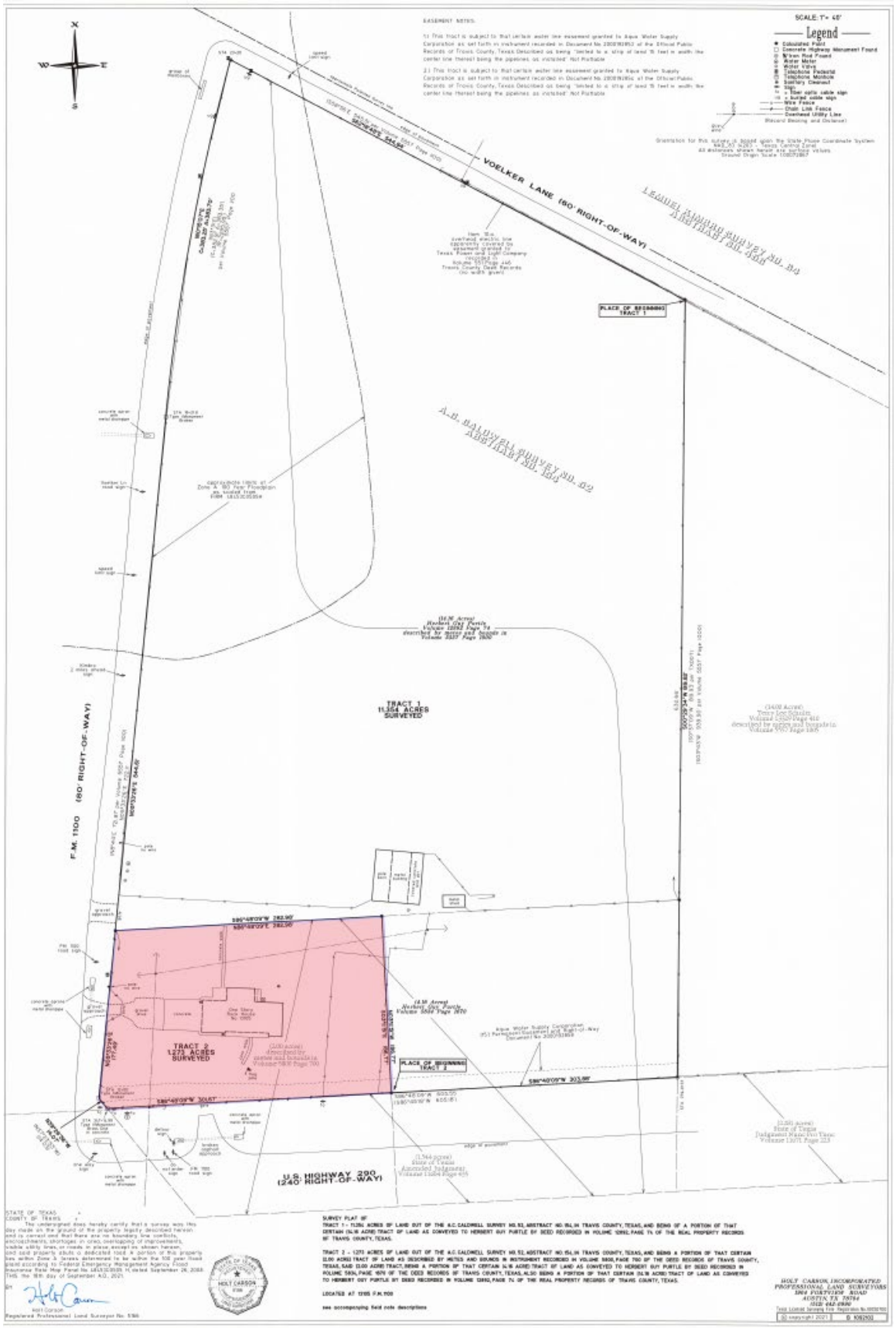

VOELKER LANE (60' RIGHT-OF-WAY)
F.M. 1100 (80' RIGHT-OF-WAY)
U.S. HIGHWAY 290 (240' RIGHT-OF-WAY)
TRACT 1
11.354 ACRES
SURVEYED
TRACT 2
1.273 ACRES
SURVEYED
PLACE OF BEGINNING TRACT 1
PLACE OF BEGINNING TRACT 2
Legend
SCALE: 1"= 40'

**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 __Najib Wehbe a ("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):**

NAJIB WEHBE_____

**By:** _____

**Name (print):** NAJIB WEHBE_____

**Title:** _OWNER_____

**Date:** 03-25-2024_____

# Subject Property Description

# HOLT CARSON, INCORPORATED

**PROFESSIONAL LAND SURVEYORS**

**Texas Licensed Surveying Firm Registration No. 10050700**
**1904 FORTVIEW ROAD**
**AUSTIN, TX 78704**
**TELEPHONE: (512) 442-0990**
**E-mail: survey@hciaustin.com**


**"TRACT 2"**

January 11, 2022

**FIELD NOTE DESCRIPTION OF 1.273 ACRES OF LAND OUT OF A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERAIN (2.00 ACRE) TRACT OF LAND AS DESCRIBED BY METES AND BOUNDS IN INSTRUMENT RECORDED IN VOLUME 5800, PAGE 700 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, SAID (2.00 ACRE) TRACT, BEING A PORTION OF THE CERTAIN (4.16 ACRE) TRACT OF LAND AS CONVEYED TO HERBERT GUY PURTLE BY DEED RECORDED IN VOLUME 5834, PAGE 1670 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, ALSO BEING A PORTION OF THAT CERTAIN (14.16 ACRE) TRACT OF LAND AS CONVEYED TO HERBERT GUY PURTLE BY DEED RECORDED IN VOLUME 12892, PAGE 74 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING FOR REFERENCE** at a 5/8 inch iron rod found in the Southwest right-of-way line of Voelker Lane at the Northwest corner of that certain (14.00 acre) tract of land as conveyed to Terry Lee Schultz by deed recorded in Volume 13329, Page 410 of the Real Property Records of Travis County, Texas, same being the Northeast corner of that certain (14.16 acre) tract of land as conveyed to Herbert Guy Purtle by deed recorded in Volume 12892, Page 74 of the Real Property Records of Travis County, Texas;

**THENCE** leaving the Southwest right-of-way line of Voelker Lane with the East line of said (14.16 acre) Purtle tract and with the West line of said (14.00 acre) Schultz tract, **S 00 deg. 29'34" W** at a distance of 632.66 ft. passing a calculated point at the record Northeast corner of that certain (4.16 acre) tract of land as conveyed to Herbert Guy Purtle by deed recorded in Volume 5834, Page 1670 of the Deed Records of Travis County, Texas, continuing along said bearing for a total distance of **819.82 ft.** to a 5/8" iron rod found in the North right-of-way line of U.S. Highway 290 at the Northwest corner of that certain (2.281 acre) tract of land as condemned by the State of Texas for highway purposes as set forth in Judgment Nunc Pro Tunc recorded in Volume 11671, Page 223 of the Real Property Records of Travis County, Texas, same being the Northeast corner of that certain (1.544 acre) tract of land as condemned by the State of Texas for Highway purposes as set forth in Amended Judgment recorded in Volume 11664, Page 435 of the Real Property Records of Travis County, Texas;

**1.273 Acres**
**End of Page 1 of 3**

**1.273 Acres**
**Page 2 of 3**

**THENCE** leaving the West line of said (14.00 acre) Schultz tract and entering the interior of said (4.16 acre) Purtle tract and said (14.16 acre) Purtle tract, with the North line of said (1.544 acre) State of Texas tract and with the North right-of-way line of U.S. Highway 290, S 86 deg. 48'09" W 303.88 ft. to a calculated point in the East line of that certain (2.00 acre) tract of land as described by metes and bounds in instrument recorded in Volume 5800, Page 700 of the Deed Records of Travis County, Texas and being the Southeast corner and the **PLACE OF BEGINNING** of the herein described tract;

**THENCE** crossing through the interior of said (2.00 acre) tract and continuing through the interior of said (4.16 acre) Purtle tract and said (14.16 acre) Purtle tract, with the North line of said (1.544 acre) State of Texas tract and with the North right-of-way line of U.S. Highway 290, **S 86 deg. 48'09" W 301.67 ft.** to a brass disk in concrete imprinted "Texas Department of Transportation" found at the intersection of the North right-of-way line of U.S. Highway 290 and the East right-of-way line of F.M. 1100, same being a point in the West line of said (2.00 acre) tract, also being a point in the West line of said (4.16 acre) Purtle tract and said (14.16 acre) Purtle tract, and also being the Northwest corner of said (1.544 acre) State of Texas tract and the Southwest corner of the herein described tract.;

**THENCE** leaving the North right-of-way line of U.S. Highway 290 with the East right-of-way line of F.M. 1100 and with the West lines of said (2.00 acre) tract, said (4.16 acre) Purtle tract and said (14.16 acre) Purtle tract, the following two (2) courses:

1.) **N 39 deg. 26'56" W 14.07 ft.** to a broken concrete highway monument;
2.) **N 05 deg. 33'26" E, 177.49 ft.** to a calculated point at the record Northwest corner of said (4.16 acre) Purtle tract, same being the Northwest corner of said (2.00 acre) tract and being the Northwest corner of the herein described tract, from which a broken concrete highway monument found at a point of curvature in the East right-of-way line of F.M. 110, same being a point in the West line of said (14.16 acre) Purtle tract bears, N 05 deg. 33'26" E 544.61 ft.;

**THENCE** leaving the East right-of-way line of F.M. 1100 and re-entering the interior of said (14.16 acre) Purtle tract, with the North line of said (2.00 acre) tract and with the North line of said (4.16 acre) Purtle tract, **N 86 deg. 48'09" E 282.98 ft. to** a calculated point at the Northeast corner of said (2.00 acre) tract, same being the Northeast corner of the herein described tract;

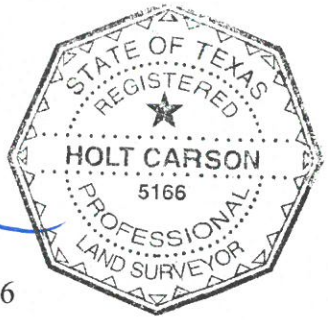
**1.273 Acres**
**Page 3 of 3**

**THENCE** leaving the North line of said (4.16 acre) Purtle tract and continuing through the interior of said (14.16 acre) Purtle tract with the East line of said (2.00 acre) tract, **S 03 deg. 11'51" E 186.77 ft.** to the **PLACE OF BEGINNING** and containing **1.273 acres** of land.

SURVEYED: September 18, 2021

BY:

Holt Carson
Registered Professional Land Surveyor No. 5166




Reference Map B1092102

SCALE: 1"= 40'

EASEMENT NOTES:

1.) This tract is subject to that certain water line easement granted to Aqua Water Supply Corporation as set forth in instrument recorded in Document No. 2000192853 of the Official Public Records of Travis County, Texas. Described as being "limited to a strip of land 15 feet in width the center line thereof being the pipelines as installed" Not Plottable

2.) This tract is subject to that certain water line easement granted to Aqua Water Supply Corporation as set forth in instrument recorded in Document No. 2000192854 of the Official Public Records of Travis County, Texas. Described as being "limited to a strip of land 15 feet in width the center line thereof being the pipelines as installed" Not Plottable

## Legend

- Calculated Point
- Concrete Highway Monument Found
- ⅝" Iron Rod Found
- Water Meter
- Water Valve
- Telephone Pedestal
- Telephone Manhole
- Sanitary Cleanout
- Sign
- fo = fiber optic cable sign
- ug = buried cable sign
- x — Wire Fence
- Chain Link Fence
- Overhead Utility Line
- (Record Bearing and Distance)

pole, guy wire

Orientation for this survey is based upon the State Plane Coordinate System NAD_83 (4203 - Texas Central Zone)
All distances shown herein are surface values.
Ground Origin Scale 1.00072867

N
W E
S

STA 23+20
group of mailboxes
speed limit sign
ug
approximate Patented Survey line
edge of pavement
(S58°56'E 545.5' per Volume 5557 Page 1100)
S62°18'48"E 544.84'
VOELKER LANE (60' RIGHT-OF-WAY)
LEMUEL KIMBRO SURVEY NO. 84
ABSTRACT NO. 458
Item 10.a.
overhead electric line
apparently covered by
easement granted to
Texas Power and Light Company
recorded in
Volume 551 Page 446
Travis County Deed Records
(no width given)
PLACE OF BEGINNING
TRACT 1
N10°15'07"E
C=383.25' A=383.70'
(N13°31'E)
(C=382.91' A=383.35')
(R=2295.95')
per Volume 5557 Page 1100
edge of pavement
A.C. CALDWELL SURVEY NO. 52
ABSTRACT NO. 154
concrete apron with metal drainpipe
STA 19+21.8
Type I Monument
Broken
Voelker Ln road sign
approximate limits of
Zone A 100 Year Floodplain
as scaled from
FIRM 48453C0505H
speed limit sign
(14.16 Acres)
Herbert Guy Purtle
Volume 12892 Page 74
described by metes and bounds in
Volume 5557 Page 1000
Kimbro
2 miles ahead
sign
TRACT 1
11.354 ACRES
SURVEYED
632.66'
S00°29'34"W 819.82'
(S0°37'09"W 819.93' per TXDOT)
(S03°43'W 939.90' per Volume 5557 Page 1000)
(14.00 Acres)
Terry Lee Schultz
Volume 13329 Page 410
described by metes and bounds in
Volume 5557 Page 1005
F.M. 1100 (80' RIGHT-OF-WAY)
(N8°44'E 721.87' per Volume 5557 Page 1100)
N05°33'26"E 722.11'
N05°33'26"E 544.61'
pole
no wire
pole barn
metal buildng
covered concrete and dirt
metal shed
gravel approach
gate
S86°48'09"W 282.98'
N86°48'09"E 282.98'
concrete walk
FM 1100
road sign
pole
no wire
concrete aprons with metal drainpipe
gravel approach
gate
gravel drive
concrete
One Story
Rock House
No. 13105
N05°33'26"E
177.49'
TRACT 2
1.273 ACRES
SURVEYED
(2.00 acres)
described by
metes and bounds in
Volume 5800 Page 700
conc. walk
flag pole
S03°11'51"E 186.77'
N03°11'51"W 186.77'
(4.16 Acres)
Herbert Guy Purtle
Volume 5834 Page 1670
Aqua Water Supply Corporation
(15') Permanent Easement and Right-of-Way
Document No. 2000192858
PLACE OF BEGINNING
TRACT 2
S86°48'09"W 303.88'
STA 12+00
Type I Monument
Broken
S86°48'09"W 301.67'
gate
S86°48'09"W 605.55'
(S86°45'18"W 605.18')
STA 379+01.57
fo
STA 347+14.99
Type II Monument
Brass Disk
in concrete
N39°26'56"W
14.07'
(N37°23'53"W
(14.03')
concrete apron with metal drainpipe
detour sign
broken asphalt approach
one way sign
do not enter sign
FM 1100 road sign
concrete apron with metal drainpipe
edge of pavement
(2.281 acres)
State of Texas
Judgment Nunc Pro Tunc
Volume 11671 Page 223
(1.544 acres)
State of Texas
Amended Judgment
Volume 11664 Page 435
U.S. HIGHWAY 290
(240' RIGHT-OF-WAY)

STATE OF TEXAS ×
COUNTY OF TRAVIS ×

The undersigned does hereby certify that a survey was this day made on the ground of the property legally described hereon and is correct and that there are no boundary line conflicts, encroachments, shortages in area, overlapping of improvements, visible utility lines, or roads in place, except as shown hereon, and said property abuts a dedicated road. A portion of this property lies within Zone A (areas determined to be within the 100 year flood plain) according to Federal Emergency Management Agency Flood Insurance Rate Map Panel No. 48453C0505 H, dated September 26, 2008. THIS the 18th day of September A.D., 2021.

BY

Holt Carson
Registered Professional Land Surveyor No. 5166

STATE OF TEXAS REGISTERED HOLT CARSON 5166 PROFESSIONAL LAND SURVEYOR

**SURVEY PLAT OF**
**TRACT 1 - 11.354 ACRES OF LAND OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, IN TRAVIS COUNTY, TEXAS, AND BEING OF A PORTION OF THAT CERTAIN (14.16 ACRE) TRACT OF LAND AS CONVEYED TO HERBERT GUY PURTLE BY DEED RECORDED IN VOLUME 12892, PAGE 74 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.**

**TRACT 2 - 1.273 ACRES OF LAND OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN (2.00 ACRE) TRACT OF LAND AS DESCRIBED BY METES AND BOUNDS IN INSTRUMENT RECORDED IN VOLUME 5800, PAGE 700 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, SAID (2.00 ACRE) TRACT, BEING A PORTION OF THAT CERTAIN (4.16 ACRE) TRACT OF LAND AS CONVEYED TO HERBERT GUY PURTLE BY DEED RECORDED IN VOLUME 5834, PAGE 1670 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, ALSO BEING A PORTION OF THAT CERTAIN (14.16 ACRE) TRACT OF LAND AS CONVEYED TO HERBERT GUY PURTLE BY DEED RECORDED IN VOLUME 12892, PAGE 74 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.**

**LOCATED AT 13105 F.M. 1100**

**see accompanying field note descriptions**

*HOLT CARSON, INCORPORATED*
*PROFESSIONAL LAND SURVEYORS*
*1904 FORTVIEW ROAD*
*AUSTIN, TX 78704*
*(512) 442-0990*
Texas Licensed Surveying Firm Registration No. 100[illegible]

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B 1092102

AGENDA ITEM NO. 2

# AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 17, 2024
**PREPARED BY:** Scott Dunlop, Director
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**
Conduct a public hearing on an ordinance rezoning two (2) lots on 12.627 acres, more or less, and being located at 13105 FM 1100, Manor, TX from Agricultural (A) to Medium Commercial (C-2).
*Applicant: Professional StruCIVIL Engineers Inc.*
*Owner: Najib Wehbe*

**BACKGROUND/SUMMARY:**
A portion of this property is currently being considered for annexation and this zoning case has been filed to run concurrently with the annexation request. The property is located at the intersection of US Hwy 290 and FM 1100, both TxDOT roads.

This area on our Future Land Use Map is designated as a Commercial Corridor. Commercial Corridors consist of nonresidential land uses that meet the needs of both local and regional residents. This includes big box stores and multi-tenant commercial or retail uses. They are typically located along high volume roadways or at high volume intersections and generate large amounts of sales tax revenue. Commercial corridors often consist of traditional and suburban commercial development with large surface parking lots that front a major roadway or highway.

In addition to the annexation and zoning cases, the applicant has also concurrently filed a Specific Use Permit for a Gas Station (Limited) on the property.

Planning and Zoning Commission voted 4-2 to recommend approval.

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

- Ordinance
- Letter of Intent
- Rezoning Map
- Aerial Image
- Commercial Corridor Dashboard
- Public Notice
- Mailing Labels

**STAFF RECOMMENDATION:**

The City Staff recommends that the City Council conduct a public hearing on an ordinance rezoning two (2) lots on 12.627 acres, more or less, and being located at 13105 FM 1100, Manor, TX from Agricultural (A) to Medium Commercial (C-2).

| **PLANNING & ZONING COMMISSION:** | **Recommend Approval** | **Disapproval** | **None** |
|---|---|---|---|
| | **X** | | |

**ORDINANCE NO. ____**

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

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

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

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

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

**Section 1. Findings.** The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

**Section 2. Amendment of Ordinance.** City of Manor Code of Ordinances Chapter 14 Zoning Ordinance ("Zoning Ordinance" or "Code"), is hereby modified and amended by rezoning the Property as set forth in Section 3.

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

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

**PASSED AND APPROVED FIRST READING** on this the ___ day of April 2024.

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

**THE CITY OF MANOR, TEXAS**

_____
Dr. Christopher Harvey,
Mayor

**ATTEST:**

_____
Lluvia T. Almaraz, TRMC,
City Secretary

# EXHIBIT "A"

Property Address:
13105 FM 1100 Road, Manor, TX 78653

Property Legal Description Tract 1:

**"TRACT 1"** January 11, 2022

**FIELD NOTE DESCRIPTION OF 11.354 ACRES OF LAND OUT OF A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN (14.16 ACRE) TRACT OF LAND AS CONVEYED TO HERBERT GUY PURTLE BY DEED RECORDED IN VOLUME 12892, PAGE 74 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a 5/8 inch iron rod found in the Southwest right-of-way line of Voelker Lane at the Northwest corner of that certain (14.00 acre) tract of land as conveyed to Terry Lee Schultz by deed recorded in Volume 13329, Page 410 of the Real Property Records of Travis County, Texas, same being the Northeast corner of that certain (14.16 acre) tract of land as conveyed to Herbert Guy Purtle by deed recorded in Volume 12892, Page 74 of the Real Property Records of Travis County, Texas and being the Northeast corner and **PLACE OF BEGINNING** of the herein described tract;

**THENCE** leaving the Southwest right-of-way line of Voelker Lane with the East line of said (14.16 acre) Purtle tract and with the West line of said (14.00 acre) Schultz tract, **S 00 deg. 29'34" W** at a distance of 632.66 ft. passing a calculated point at the record Northeast corner of that certain (4.16 acre) tract of land as conveyed to Herbert Guy Purtle by deed recorded in Volume 5834, Page 1670 of the Deed Records of Travis County, Texas, continuing along said bearing for a total distance of **819.82 ft.** to a 5/8" iron rod found in the North right-of-way line of U.S. Highway 290 at the Northwest corner of that certain (2.281 acre) tract of land as condemned by the State of Texas for highway purposes as set forth in Judgment Nunc Pro Tunc recorded in Volume 11671, Page 223 of the Real Property Records of Travis County, Texas, same being the Northeast corner of that certain (1.544 acre) tract of land as condemned by the State of Texas for Highway purposes as set forth in Amended Judgment recorded in Volume 11664, Page 435 of the Real Property Records of Travis County, Texas and being the Southeast corner of the herein described tract;

**THENCE** leaving the West line of said (14.00 acre) Schultz tract and entering the interior of said (4.16 acre) Purtle tract and said (14.16 acre) Purtle tract, with the North line of said (1.544 acre) State of Texas tract and with the North right-of-way line of U.S. Highway 290, **S 86 deg. 48'09" W 303.88 ft.** to a calculated point in the East line of that certain (2.00 acre) tract of land as described by metes and bounds in instrument recorded in Volume 5800, Page 700 of the Deed Records of Travis County, Texas and being the most Southerly Southwest corner of the herein described tract, from which a brass disk in concrete imprinted "Texas Department of Transportation" found at the intersection of the North right-of-way line of U.S. Highway 290 and the East right-of-way line of F.M. 1100, same being a point in the West line of said (2.00 acre) tract, also being a point in the West line of said (4.16 acre) Purtle tract and said (14.16 acre) Purtle tract, and also being the Northwest corner of said (1.544 acre) State of Texas tract bears, S 86 deg. 48'09" W 301.67 ft.;

**THENCE** leaving the North right-of-way line of U.S. Highway 290 and continuing through the interior of said (4.16 acre) Purtle tract and said (14.16 acre) Purtle tract, with the East line of said (2.00 acre) tract, **N 03 deg. 11'15" W 186.77 ft.** to a calculated point in the North line of said (4.16 acre) tract, same being the Northeast corner of said (2.00 acre) tract and being an angle corner of the herein described tract;

**THENCE** continuing through the interior of said (14.16 acre) Purtle tract, with the North lines of said (4.16 acre) Purtle tract and said (2.00 acre) tract, **S 86 deg. 48'09" W 282.98 ft. to** a calculated point in the East right-of-way line of F.M. 1100, same being the Northwest corner of said (4.16 acre) Purtle tract, also being the Northwest corner of said (2.00 acre) tract, and also being a point in the West line of said (14.16 acre) tract and being the most Westerly Southwest corner of the herein described tract, from which a broken concrete highway monument found bears, S 05 deg. 33'26" W 177.49 ft.;

**THENCE** with the East right-of-way line F.M. 1100 and with the West line of said (14.16 acre) Purtle tract, **N 05 deg. 33'26" E 544.61 ft.** to a broken concrete highway monument found at a point of curvature in the East right-of-way line of F.M. 1100, same being a point in the West line of said (14.16 acre) Purtle tract;

**THENCE** along a curve to the right with a radius of 2295.95 ft. for an arc length of 383.70 ft. and which chord bears, **N 10 deg. 15'07" E 383.25 ft.** to a 5/8" iron rod at the base of a wood fence corner post found at the intersection of the East right-of-way line of F.M. 1100 and the Southwest right-of-way line of Voelker Lane, same being the Northwest corner of said (14.16 acre) Purtle tract and the Northwest corner of the herein described tract;

**THENCE** leaving the East right-of-way line of F.M. 1100 with the Southwest right-of-way line of Voelker Lane and with the Northeast line of said (14.16 acre) Purtle tract, **S 62 deg. 18'48" E 544.84 ft.** to the **PLACE OF BEGINNING** and containing **11.354 acres** of land.

SURVEYED: September 18, 2021

BY:

Holt Carson
Registered Professional Land Surveyor No. 5166




Reference Map B1092102

Property Legal Description Tract 2:

**"TRACT 2"** January 11, 2022

**FIELD NOTE DESCRIPTION OF 1.273 ACRES OF LAND OUT OF A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERAIN (2.00 ACRE) TRACT OF LAND AS DESCRIBED BY METES AND BOUNDS IN INSTRUMENT RECORDED IN VOLUME 5800, PAGE 700 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, SAID (2.00 ACRE) TRACT, BEING A PORTION OF THE CERTAIN (4.16 ACRE) TRACT OF LAND AS CONVEYED TO HERBERT GUY PURTLE BY DEED RECORDED IN VOLUME 5834, PAGE 1670 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, ALSO BEING A PORTION OF THAT CERTAIN (14.16 ACRE) TRACT OF LAND AS CONVEYED TO HERBERT GUY PURTLE BY DEED RECORDED IN VOLUME 12892, PAGE 74 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING FOR REFERENCE** at a 5/8 inch iron rod found in the Southwest right-of-way line of Voelker Lane at the Northwest corner of that certain (14.00 acre) tract of land as conveyed to Terry Lee Schultz by deed recorded in Volume 13329, Page 410 of the Real Property Records of Travis County, Texas, same being the Northeast corner of that certain (14.16 acre) tract of land as conveyed to Herbert Guy Purtle by deed recorded in Volume 12892, Page 74 of the Real Property Records of Travis County, Texas;

**THENCE** leaving the Southwest right-of-way line of Voelker Lane with the East line of said (14.16 acre) Purtle tract and with the West line of said (14.00 acre) Schultz tract, **S 00 deg. 29'34" W** at a distance of 632.66 ft. passing a calculated point at the record Northeast corner of that certain (4.16 acre) tract of land as conveyed to Herbert Guy Purtle by deed recorded in Volume 5834, Page 1670 of the Deed Records of Travis County, Texas, continuing along said bearing for a total distance of **819.82 ft.** to a 5/8" iron rod found in the North right-of-way line of U.S. Highway 290 at the Northwest corner of that certain (2.281 acre) tract of land as condemned by the State of Texas for highway purposes as set forth in Judgment Nunc Pro Tunc recorded in Volume 11671, Page 223 of the Real Property Records of Travis County, Texas, same being the Northeast corner of that certain (1.544 acre) tract of land as condemned by the State of Texas for Highway purposes as set forth in Amended Judgment recorded in Volume 11664, Page 435 of the Real Property Records of Travis County, Texas;

**THENCE** leaving the West line of said (14.00 acre) Schultz tract and entering the interior of said (4.16 acre) Purtle tract and said (14.16 acre) Purtle tract, with the North line of said (1.544 acre) State of Texas tract and with the North right-of-way line of U.S. Highway 290, S 86 deg. 48'09" W 303.88 ft. to a calculated point in the East line of that certain (2.00 acre) tract of land as described by metes and bounds in instrument recorded in Volume 5800, Page 700 of the Deed Records of Travis County, Texas and being the Southeast corner and the **PLACE OF BEGINNING** of the herein described tract;

**THENCE** crossing through the interior of said (2.00 acre) tract and continuing through the interior of said (4.16 acre) Purtle tract and said (14.16 acre) Purtle tract, with the North line of said (1.544 acre) State of Texas tract and with the North right-of-way line of U.S. Highway 290, **S 86 deg. 48'09" W 301.67 ft.** to a brass disk in concrete imprinted "Texas Department of Transportation" found at the intersection of the North right-of-way line of U.S. Highway 290 and the East right-of-way line of F.M. 1100, same being a point in the West line of said (2.00 acre) tract, also being a point in the West line of said (4.16 acre) Purtle tract and said (14.16 acre) Purtle tract, and also being the Northwest corner of said (1.544 acre) State of Texas tract and the Southwest corner of the herein described tract.;

**THENCE** leaving the North right-of-way line of U.S. Highway 290 with the East right-of-way line of F.M. 1100 and with the West lines of said (2.00 acre) tract, said (4.16 acre) Purtle tract and said (14.16 acre) Purtle tract, the following two (2) courses:

1.) **N 39 deg. 26'56" W 14.07 ft.** to a broken concrete highway monument;
2.) **N 05 deg. 33'26" E, 177.49 ft.** to a calculated point at the record Northwest corner of said (4.16 acre) Purtle tract, same being the Northwest corner of said (2.00 acre) tract and being the Northwest corner of the herein described tract, from which a broken concrete highway monument found at a point of curvature in the East right-of-way line of F.M. 110, same being a point in the West line of said (14.16 acre) Purtle tract bears, N 05 deg. 33'26" E 544.61 ft.;

**THENCE** leaving the East right-of-way line of F.M. 1100 and re-entering the interior of said (14.16 acre) Purtle tract, with the North line of said (2.00 acre) tract and with the North line of said (4.16 acre) Purtle tract, **N 86 deg. 48'09" E 282.98 ft. to** a calculated point at the Northeast corner of said (2.00 acre) tract, same being the Northeast corner of the herein described tract;

**THENCE** leaving the North line of said (4.16 acre) Purtle tract and continuing through the interior of said (14.16 acre) Purtle tract with the East line of said (2.00 acre) tract, **S 03 deg. 11'51" E 186.77 ft.** to the **PLACE OF BEGINNING** and containing **1.273 acres** of land.

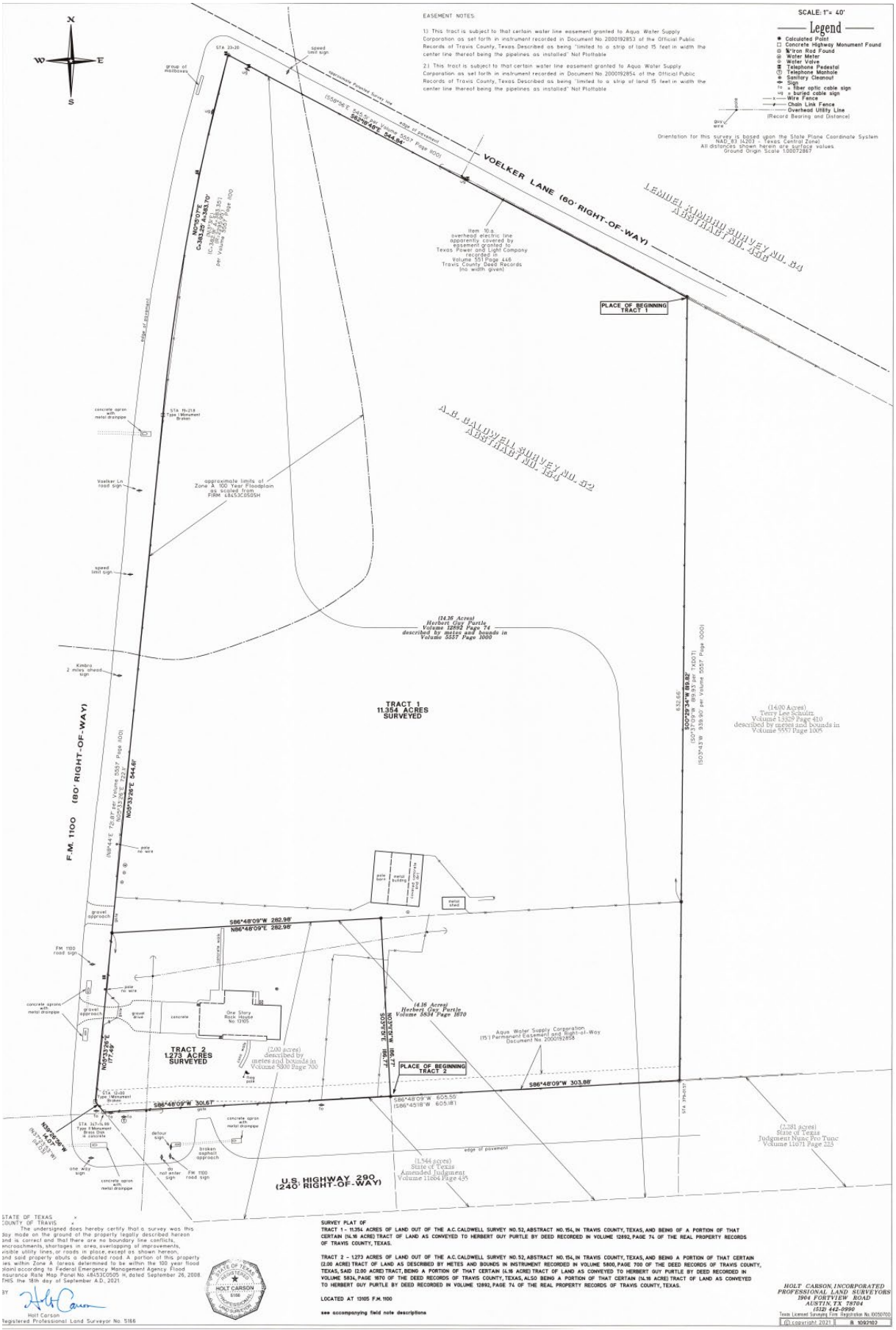
SURVEYED: September 18, 2021

BY:

Holt Carson
Registered Professional Land Surveyor No. 5166

STATE OF TEXAS
REGISTERED
HOLT CARSON
5166
PROFESSIONAL
LAND SURVEYOR

Reference Map B1092102


EASEMENT NOTES:
1) This tract is subject to that certain water line easement granted to Aqua Water Supply Corporation as set forth in instrument recorded in Document No.2000192853 of the Official Public Records of Travis County, Texas.Described as being "limited to a strip of land 15 feet in width the center line thereof being the pipelines as installed" Not Plottable
2.) This tract is subject to that certain water line easement granted to Aqua Water Supply Corporation as set forth in instrument recorded in Document No.2000192854 of the Official Public Records of Travis County, Texas.Described as being "limited to a strip of land 15 feet in width the center line thereof being the pipelines as installed" Not Plottable
SCALE: 1"= 40'
Legend
Calculated Point
Concrete Highway Monument Found
½"Iron Rod Found
Water Meter
Water Valve
Telephone Pedestal
Telephone Manhole
Sanitary Cleanout
Sign
Fiber optic cable sign
buried cable sign
Wire Fence
Chain Link Fence
Overhead Utility Line
(Record Bearing and Distance)
Orientation for this survey is based upon the State Plane Coordinate System NAD_83 14203 - Texas Central Zone)
All distances shown herein are surface values.
Ground Origin Scale 1.000172867
N
S
W
E
VOELKER LANE (60' RIGHT-OF-WAY)
LEMUEL HARRIS SURVEY NO. 84
ABSTRACT NO. 1358
A.B. BALDWELL SURVEY NO. 82
ABSTRACT NO. 154
PLACE OF BEGINNING TRACT 1
TRACT 1
11.354 ACRES
SURVEYED
F.M. 1100 (80' RIGHT-OF-WAY)
TRACT 2
1.273 ACRES
SURVEYED
PLACE OF BEGINNING TRACT 2
U.S. HIGHWAY 290
(240' RIGHT-OF-WAY)
(14.36 Acres)
Herbert Guy Purtle
Volume 12892 Page 74
described by metes and bounds in
Volume 5557 Page 1000
(14.00 Acres)
Terry Lee Schultz
Volume 13329 Page 410
described by metes and bounds in
Volume 5557 Page 1005
(14.16 Acres)
Herbert Guy Purtle
Volume 5834 Page 1870
(2.00 acres)
described by
metes and bounds in
Volume 5800 Page 700
Aqua Water Supply Corporation
(15') Permanent Easement and Right-of-Way
Document No. 2000192858
(1.544 acres)
State of Texas
Amended Judgment
Volume 11684 Page 435
(2.281 acres)
State of Texas
Judgment Nunc Pro Tunc
Volume 11071 Page 223
One Story
Rock House
No.13105
approximate limits of
Zone A 100 Year Floodplain
as scaled from
FIRM 48453C0505H
Item 10.a
overhead electric line
apparently covered by
easement granted to
Texas Power and Light Company
(no width given)
Volume 551 Page 446
Travis County Deed Records
(no width given)
STATE OF TEXAS
COUNTY OF TRAVIS
The undersigned does hereby certify that a survey was this day made on the ground of the property legally described hereon and is correct and that there are no boundary line conflicts, encroachments, shortages in area, overlapping of improvements, visible utility lines, or roads in place, except as shown hereon, and said property abuts a dedicated road. A portion of this property lies within Zone A (areas determined to be within the 100 year flood plain) according to Federal Emergency Management Agency Flood Insurance Rate Map Panel No.48453C0505 H, dated September 26, 2008.
THIS the 18th day of September A.D., 2021.
BY
Holt Carson
Registered Professional Land Surveyor No. 5166
HOLT CARSON
5166
SURVEY PLAT OF
TRACT 1 - 11.354 ACRES OF LAND OUT OF THE A.C. CALDWELL SURVEY NO.52, ABSTRACT NO. 154, IN TRAVIS COUNTY, TEXAS, AND BEING OF A PORTION OF THAT CERTAIN (14.16 ACRE) TRACT OF LAND AS CONVEYED TO HERBERT GUY PURTLE BY DEED RECORDED IN VOLUME 12892, PAGE 74 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.
TRACT 2 - 1.273 ACRES OF LAND OUT OF THE A.C. CALDWELL SURVEY NO.52, ABSTRACT NO. 154, IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN (2.00 ACRE) TRACT OF LAND AS DESCRIBED BY METES AND BOUNDS IN INSTRUMENT RECORDED IN VOLUME 5800, PAGE 700 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, SAID (2.00 ACRE) TRACT, BEING A PORTION OF THAT CERTAIN (14.16 ACRE) TRACT OF LAND AS CONVEYED TO HERBERT GUY PURTLE BY DEED RECORDED IN VOLUME 5834, PAGE 1870 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, ALSO BEING A PORTION OF THAT CERTAIN (14.16 ACRE) TRACT OF LAND AS CONVEYED TO HERBERT GUY PURTLE BY DEED RECORDED IN VOLUME 12892, PAGE 74 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.
LOCATED AT 13105 F.M. 1100
see accompanying field note descriptions
HOLT CARSON, INCORPORATED
PROFESSIONAL LAND SURVEYORS
1904 FORTVIEW ROAD
AUSTIN, TX 78704
(512) 442-0990
Texas Licensed Surveying Firm Registration No. 10050702
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R 1092102

**PROFESSIONAL STRUCIVIL ENGINEERS, INC.**

STRUCTURAL CIVIL TRANSPORTATION

2205 W. PARMER LANE, SUITE #201, AUSTIN, TEXAS 78727

512.238.6422 FAX 512.258.8095 PSCE@PSCEINC.COM REGISTERED FIRM F-4951

December 09, 2021

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

Reference: Rezoning –ABS 154 SUR 52 CALDWELL A C ACR 11.354 (1-D-1) Letter of Intent

Dear Mr. Dunlop:

We are submitting the following request for a zoning change, from R-1 and A to C-2, for an 11.541 acres parcel located at 13105 FM 1100, Manor, TX 78653. The requested change is from the current zoning of R-1 and A zoning to C-2 zoning. The purpose of the zoning change would be to allow the future development of a 14,020sf commercial general retail building, three diesel MPDs, and six regular MPDs.

The intent of the zoning change is to provide a C-2, Medium Commercial zoning to broaden the type of retail construction that can occur on this site. Currently, as proposed, the property is located at the intersection of FM1100 and U.S. Highway 290; the northern property line is bordered by Voelker Lane.

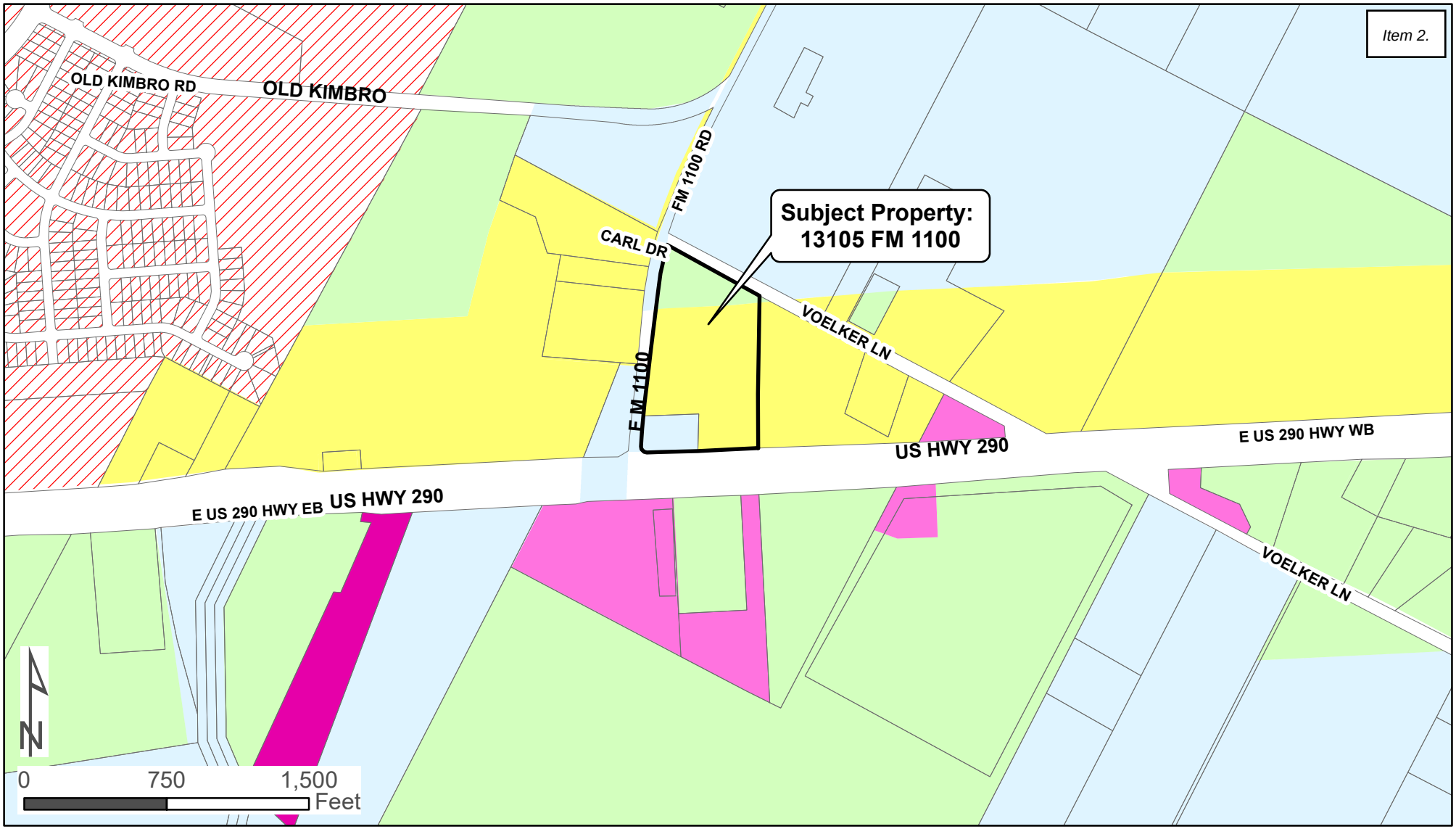
Should the proposed zoning change occur, a gas station, convenience store, and retail space will comprise the development. Access for the site is proposed from one proposed driveway off of FM 1100, and from a second proposed driveway off of U.S. Highway 290.

This Letter of Intent is included with the associated application, mailing labels, tax map, and current deed. Thank you for taking the time to read my correspondence. Should you encounter any questions or concerns, please do not hesitate to contact our office. PSCE, Inc. can be reached at 512-238-6422, or by email at psce@psceinc.com.

Sincerely,

Sarah Corona

Sarah Corona, Office Manager
Professional StruCIVIL Engineers, Inc.




Current:
ETJ - annexation pending
(A) Agricultural
(SF-1) Single Family Suburban

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

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

# 13105 FM 1100 Aerial image



Legend

- 707 Bastrop Aerial Im
- 707 N Bastrop St
- 7-Eleven
- Cafe 290
- Feature 1
- Manor Lube & State Inspection
- Riata Ford

1100

1100

13105 FM1100

290

290

290

290

74

Google Earth

Image © 2024 Airbus

200 ft

## COMMERCIAL CORRIDOR

Commercial Corridors consist of nonresidential land uses that meet the needs of both local and regional residents. This includes big box stores and multi-tenant commercial or retail uses.

They are typically located along high volume roadways or at high volume intersections and generate large amounts of sales tax revenue.

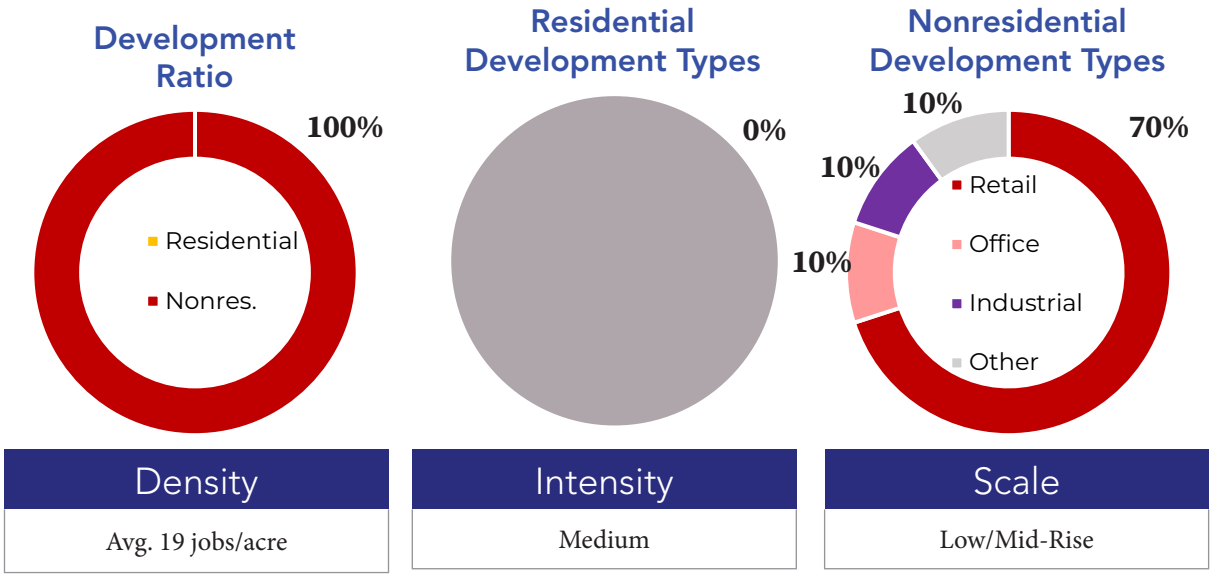
Commercial corridors often consist of traditional and suburban commercial development with large surface parking lots that front a major roadway or highway.

While it is recognized these corridors rely upon automobile accessibility and exposure, development should seek opportunities to leverage different forms with elements of mixed-use within the non-residential use framework. This introduces walkability for people once they arrive, reducing the number of trips and increasing the area's appeal as a destination.

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

- Healthcare services, including hospitals.
- Retail and entertainment.
- Specialized facilities that support workforce and skills development, such as information technology, skilled trades and advanced manufacturing.

Figure 3.6. Commercial Corridor Land Use Mix Dashboard








| DEVELOPMENT TYPE | APPROPRIATENESS | CONDITIONS |
|---|---|---|
| Single-Family Detached (SFD) | ●○○○○ | Not considered appropriate, as the Commercial Corridors are generally oriented towards uses that rely on access and visibility to major roadways and highways and residential is not encouraged along the major roadways and highways for environmental justice and quality of life reasons. The activity and traffic generated by Commercial Corridor uses is not compatible with residential housing. |
| SFD + ADU | ●○○○○ | |
| SFA, Duplex | ●○○○○ | |
| SFA, Townhomes and Detached Missing Middle | ●○○○○ | |
| Apartment House (3-4 units) | ●○○○○ | |
| Small Multifamily (8-12 units) | ●○○○○ | |
| Large Multifamily (12+ units) | ●○○○○ | |
| Mixed-Use Urban, Neighborhood Scale | ●●●○○ | May be nonresidential mixed-use, such as office over retail or some residential can be appropriate if deeper within a site and less proximate to the major roadways. Residential mixed-use can also be appropriate to support transition to adjacent, lower density or residential areas. To note, mixed-use buildings are typically considered the highest fiscally performing development type on a per-acre basis. |
| Mixed-Use Urban, Community Scale | ●●●○○ | |
| Shopping Center, Neighborhood Scale | ●●●●● | Appropriate overall. |
| Shopping Center, Community Scale | ●●●●● | |
| Light Industrial Flex Space | ●●○○○ | Not considered appropriate due to limited potential for sales tax revenue generation and lower dependence on direct exposure to major roadways; can be appropriate if deeper within a site and less proximate to the major roadways, but should not be predominant use. |
| Manufacturing | ●○○○○ | Not considered appropriate. |
| Civic | ●●●●● | Considered supportive to the function of this future land use category; likely more functional facilities, such as utilities, rather than people-centered or community serving facilities. |
| Parks and Open Space | ●●●●● | Generally considered appropriate or compatible within all Land Use Categories. |

3/27/24

## City of Manor Development Services

# Notification for a Rezoning Application

Project Name: 13105 FM 1100 C-2 Rezoning
Case Number: 2021-P-1392-ZO
Case Manager: Michael Burrell
Contact: mburrell@manortx.gov – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon a Rezoning Application for 13105 FM 1100, Manor, TX from Agricultural (A) to Medium Commercial (C-2). The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing on Rezoning Application for two (2) lots on 12.627 acres, more or less, and being located at 13105 FM 1100, Manor, TX from Agricultural (A) to Medium Commercial (C-2).**

***Applicant: Professional StruCIVIL Engineers Inc***
***Owner: Najib Wehbe***

The Planning and Zoning Commission will meet at 6:30PM on April 10, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on April 17, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

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

Terry Lee Schultz
15201 Voelker LN
Manor, TX 78653-4521

Lee J. Marsalise
110 Raymond Dr.
Deridder, LA 70635-5806

JMA Land, LLC.
4203 Spinnaker CV
Austin, TX 78731-5130

Willella & Howard Lundgren
13405 FM 1100
Manor, TX 78653-4516

A-A-A Storage HWY 290 LLC.
4203 Spinnaker CV
Austin, TX 78731-5130

Laurie Pickerill & Daryl Swenson
1120 W. Lovers LN.
Arlington, TX 76013-3822

Centex Materials, LLC.
3019 Alvin Devane Blvd., STE. 100
Austin, TX 78741-7419

Duque States, LLC.
2311 W. Howard LN.
Austin, TX 78728-7618

Deborah & Edward M. Jr. Guerra
16501 FM 973 N
Manor, TX 78653-4158

Timmermann Properties, Inc.
P.O. Box 4784
Austin, TX 78765-4784

Anh Kim Pham & Dinh Chau
1201 Porterfield DR.
Austin, TX 78753-1617

Rosa & Ynacio Tabarez
1221 Meadgreen DR.
Austin, TX 78758-4712

Rosaura Fernandna Chavez & Orlando
Valdez Aguilar
1121 W. Rundbert LN., Unit 13
Austin, TX 78758-6361

AGENDA ITEM NO. 3

# AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 17, 2024
**PREPARED BY:** Scott Dunlop, Director
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Conduct a public hearing on a Specific Use Permit for one (1) lot on 1.273 acres, more or less, and being located at 13105 FM 1100, Manor, TX to allow for a 14,020sf general retail / Mexican market building, six MPDs, three diesel MPDs, and associated parking and drive aisles.
*Applicant: Professional StruCIVIL Engineers Inc*
*Owner: Najib Wehbe*

**BACKGROUND/SUMMARY:**

This property is concurrently being annexed and zoned C-2 Medium Commercial. C-2 Medium Commercial zoning requires a Specific Use Permit to be approved for gas station uses.

They are proposing a 14,020 sf convenience store and market, 6 MPDs (12 fueling locations), and 3 diesel MPDs.

The closest existing gas stations are 8,536 feet to the west and 2,526’ to the east. The gas station 8,536’ away is on the westbound side of US 290 (the same side as this proposed gas station) and the one 2,526’ away is on the eastbound side of US 290 (the opposite side of the road as the proposed gas station).

As proposed, the conceptual layout meets the city’s requirements for gas stations on US 290:

| | |
|---|---|
| Gas Station, Limited | • See article 4.02, Alcoholic Beverages. |
| | • Permitted only within 200 feet of the right-of-way lines of intersecting streets, unless the use is an accessory use to a commercial development such as a grocery store or retail center with a gross floor area of 50,000 square feet or more. |
| | • Permitted at a maximum of two corners at an intersection of two arterial streets; and a maximum of one corner of an intersection with a collector or local street. |
| | • Automotive repair and automobile washing facilities are prohibited. |
| | • No more than four multi-fuel dispensers (eight fuel positions) shall be permitted except where one of the following conditions is met: |

| | |
|---|---|
| | º The property is located along and has direct access from US Highway 290 East. |
| | º The proposed gas station is an accessory use to a commercial development such as a grocery store or retail center with a gross floor area of 50,000 square feet or more. |
| | • In no case shall a gas station be permitted more than ten multi-fuel dispensers (20 fuel positions). |
| | • In the neighborhood business (NB) and light commercial (C-1) districts the canopy and arrangement of multi-fuel dispensers shall be designed in a relatively square pattern as opposed to a linear distribution of the multi-fuel dispensers, as depicted below (where X = one multi-fuel dispenser = two fuel positions):<br><br>Acceptable Pump Arrangement<br>X X<br>X X<br><br>Unacceptable Pump Arrangement<br>X X X X |
| | • Multi-fuel dispensers, air, vacuum, and water stations must be 100 feet from a residential district. |
| | • Fuel positions, air, vacuum, water stations and other similar equipment is prohibited between the principal structure and the property line of a residential district and shall comply with the building setbacks in all other circumstances. |
| | • Freestanding light fixtures shall be reduced in height to 15 feet if the use is adjacent to a residential district. |

Staff recommends a discussion on the site's layout. Our architectural standards state that canopies should be oriented away from intersections. An example gas station layout has been provided in the backup that shows the gas pumps to the side of the building and the diesel pumps in the rear of the building. This allows the front of the building and any retailers who locate in that space to have open access and views to US 290.

It should also suggested to discuss limiting or prohibiting the ability for large commercial vehicles/tractor-trailers to park overnight on the property.

When considering a Specific Use Permit, the following are the listed criteria for approval:

*Section 14.03.005*: In recommending that a specific use permit for the premises under consideration be granted, the planning and zoning commission shall determine that such proposed use(s) are harmonious and adaptable to building structures and uses of abutting property and other property in the vicinity of the premises under consideration, and shall make recommendations as to requirements for the paving of streets, alleys and sidewalks, means of ingress and egress to public streets, provisions for drainage, adequate off-street parking, protective screening and open space, area or security lighting, heights of structures and compatibility of buildings. The planning and zoning commission and city council shall consider the following criteria in determining the appropriateness of the specific use permit request:

(1) Whether the use is harmonious and compatible with its surrounding existing uses or proposed uses;

(2) Whether the activities requested by the applicant are normally associated with the requested use;

(3) Whether the nature of the use is reasonable; and

(4) Whether any adverse impact on the surrounding area has been mitigated.

The Planning and Zoning Commission voted 5-1 to postpone action so the applicant can provide a TIA or TxDOT approved traffic improvements. The Planning and Zoning Commission also provided conditions on the development they wanted to see when it is brought back. Those improvements are:

1. Remove the diesel pumps
2. Move the gas pumps to the side and turn the canopy 90 degrees
3. Add EV chargers
4. Prohibit overnight large commercial vehicle parking

The Planning and Zoning Commission discussed the following concerns:

1. Large commercial vehicles not having the turning radius leaving the property onto FM 1100
2. Damage to FM 1100 from the commercial vehicle traffic
3. Commercial vehicles parking overnight
4. No EV charging stations
5. The City having enough gas stations and wanting to provide space/development for other uses the residents need. The development should be in the residents' and city's interest.
6. Not having enough information about the proposed market and uses in the retail portion

Commission Nila, the dissenting vote, stated this development would provide a fueling option for visitors to and through the city that doesn't currently exist. Commission Nila wanted fueling options for all vehicle types, including EV chargers, so all visitors to the City have a place to stop which would bring in more sales tax revenue.

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

- Letter of Intent
- Aerial Image
- Conceptual Layout
- Distance to Existing Gas Stations
- Example Layout
- Public Notice
- Mailing Labels

**STAFF RECOMMENDATION:**

The City Staff recommends that the City Council conduct a public hearing on a Specific Use Permit for one (1) lot on 1.273 acres, more or less, and being located at 13105 FM 1100, Manor, TX to allow for a that includes a 14,020sf general retail / Mexican market building, six MPDs, three diesel MPDs, and associated parking and drive aisles.

| **PLANNING & ZONING COMMISSION:** | **Recommend Approval** | **Disapproval** | **None** |
|---|---|---|---|
| | | | **X - postpone** |

**PROFESSIONAL STRUCIVIL ENGINEERS, INC.**

STRUCTURAL CIVIL TRANSPORTATION

2205 W. PARMER LANE, SUITE #201, AUSTIN, TEXAS 78727

512.238.6422 FAX 512.258.8095 PSCE@PSCEINC.COM REGISTERED FIRM F-4951

December 09, 2021

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

Reference: Specific Use Permit –ABS 154 SUR 52 CALDWELL A C ACR 11.354 (1-D-1) Letter of Intent

Dear Mr. Dunlop:

We are submitting the following request for a Specific Use Permit for an 11.541 acres parcel located at 13105 FM 1100, Manor, TX 78653. The purpose of the Specific Use Permit would be to allow the future development of a 14,020sf commercial general retail building, three diesel MPDs, and six regular MPDs.

The intent of the Specific Use Permit is broaden the type of retail construction that can occur on this site. Currently, as proposed, the property is located at the intersection of FM1100 and U.S. Highway 290; the northern property line is bordered by Voelker Lane.

Should the proposed Specific Use Permit occur, a gas station, convenience store, and retail space will comprise the development. Access for the site is proposed from one proposed driveway off of FM 1100, and from a second proposed driveway off of U.S. Highway 290.

This Letter of Intent is included with the associated application, mailing labels, tax map, and current deed. Thank you for taking the time to read my correspondence. Should you encounter any questions or concerns, please do not hesitate to contact our office. PSCE, Inc. can be reached at 512-238-6422, or by email at psce@psceinc.com.

Sincerely,

Sarah Corona, Office Manager
Professional StruCIVIL Engineers, Inc.


Carl Dr
Carl Dr
Voelker Ln
Voelker Ln
Voelker Ln
H100

SCALE: 1"= 40'

## Legend

- Concrete Highway Monument
- S/Bron Rod Found
- Water Meter
- Water Valve
- Telephone Pedestal
- Telephone Manhole
- Sanitary Cleanout
- Storm Inlet
- Fiber optic cable
- Underground Electric
- Wire Fence
- Chain Link Fence
- Overhead Utility Line
- (Record Bearing and Distance)

pole
guy wire

Orientation for this survey is based upon the State Plane Coordinate System
NAD 83 (4203 - Texas Central Zone)
All distances shown herein are surface values.
Ground Origin Scale 1.00012867

LEMUEL KIMBRO SURVEY NO. 456
ABSTRACT NO. 456

VOELKER LANE (60' RIGHT-OF-WAY)

(14.00 Acres)
Terry Schultz
Volume 13397 Page 410
described by metes and bounds
Volume 5557 Page 1005

(2.281 acres)
State of Texas
Judgment Nisi
Volume 11671 Page 223

SCALE: 1"=40'

STA 378+01.57

GF No. 2151637-COM
To: Najib Wehbe
Independence Title Company
Title Resources Guaranty Company

STATE OF TEXAS *
COUNTY OF TRAVIS *

The undersigned does hereby certify that a survey was this day made on the ground of the property legally described hereon and is correct to the best of my knowledge and belief and that there are no discrepancies, conflicts, shortages in area, boundary lines or encroachments, and that the improvements are within the boundaries of the property except as shown hereon.

632.66'
S00°29'34"E 819.82'
(S0°37'09"W 819.93' per TXDOT)
(S03°43'W 939.90' per Volume 5557 Page 1000)

A.C CALDWELL SURVEY NO:52 ABSTRACT NO: 154
12.627 ACRES

Danny Davilla and Regina Davilla
Volume 4110 Page 793

SCHEDULE B NOTES:

Item 10.b.) This tract is subject to that certain water line easement granted to Aqua Water Supply Corporation as set forth in instrument recorded in Document No. 2000192853 of the Official Public Records of Travis County, Texas. Described as being 'limited to a strip of land 15 feet in width the center line thereof being the pipelines as installed' Not Plottable

Item 10.c.) This tract is subject to that certain water line easement granted to Aqua Water Supply Corporation as set forth in instrument recorded in Document No. 2000192854 of the Official Public Records of Travis County, Texas. Described as being 'limited to a strip of land 15 feet in width the center line thereof being the pipelines as installed' Not Plottable

Item 10.a.
overhead electric line
agreement granted to
easement granted to
Texas Power and Light Company
recorded in
Volume 551 Page 446
Travis County Deed Records
(no width given)

Item 10.d
Aqua Water Supply Corporation
(15') Permanent Easement and Right-of-Way
Document No. 2000192858

approximate limits of
Zone A 100 Year Floodplain
as scaled from
FIRM 48453C0505H

approximate centerline of survey line

(S58°56'E 545.51' per Volume 5557 Page 1100)
(S62°18'E 544.84')

edge of pavement

group of mailboxes

N10°15'07"E
C=382.25' A=383.70'
(N13°31'E)
(R=2999.93' A=383.35')
per Volume 5557 Page 1100

STA 19+21.8
Type 1 Monument
Broken

45'-0" WIDE DRIVEWAY NO:1
CONCRETE FINISH

45'-0" WIDE DRIVEWAY NO:1
CONCRETE FINISH

40'-0" WIDE DRIVE AISLE
CONCRETE FINISH

100'-0" WIDE DRIVE AISLE
CONCRETE FINISH

40'-0" WIDE DRIVE AISLE
CONCRETE FINISH

145'-0" WIDE DRIVE AISLE
CONCRETE FINISH

PARKING 10'-0"X20'-0"

5'-0" WIDE SIDEWALK

LOADING SPACE
45'-0"X14'-0"

LOADING DOCK

BUILDING 3
GENERAL RETAIL MERCHANDISE
14,020 sf, 170'-0"X85'-0"
FINISH FLOOR

17'-0" WIDE SIDEWALK

PARKING 10'-0"X20'-0"

PARKING 10'-0"X20'-0"

PARKING 9'-0"X19'-0"

30'-0" WIDE DRIVE AISLE
CONCRETE FINISH

42'-0" WIDE DRIVE AISLE
CONCRETE FINISH

PARKING 9'-0"X19'-0"

RAISED CURB

F.M. 1100 (80' RIGHT-OF-WAY)

425'-0"

(N8°44'E 721.87' per Volume 5557 Page 1100)
N53°33'26"E 722.11'

STA 34+14.99
Type 1 Monument
Brass Disk
in concrete

N39°26'56"W
14.07'
(N37°29'53"W)
(14.03')

S36°48'09"W 605.55'
(S36°45'18"W 605.18')

Item 10.d
Aqua Water Supply Corporation
(15') Permanent Easement and Right-of-Way
Document No. 2000192858

edge of pavement

(1.344 acres)
State of Texas
Amended Judgment
Volume 11664 Page 435

U.S. HIGHWAY 290
(240' RIGHT-OF-WAY)

425'-0"

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MIRZA TAHIR BAIG, P.E., #82577 ON 11/08/2021
FIRM REGISTRATION F-4951

| Rev. | Description | Date | Drawn |
|---|---|---|---|
| 6 | | | |
| 5 | | | |
| 4 | | | |
| 3 | | | |
| 2 | | | |
| 1 | | | |
| 0 | ISSUED FOR APPROVAL | 11/08/21 | |

PROFESSIONAL STRUCIVIL ENGINEERS, INC.
CONSULTING CIVIL AND STRUCTURAL ENGINEERS
2205 WEST PARMER LANE, SUITE 210, AUSTIN, TX 78727 | TEL: 512.228.6422 | pseinc@pseinc.com

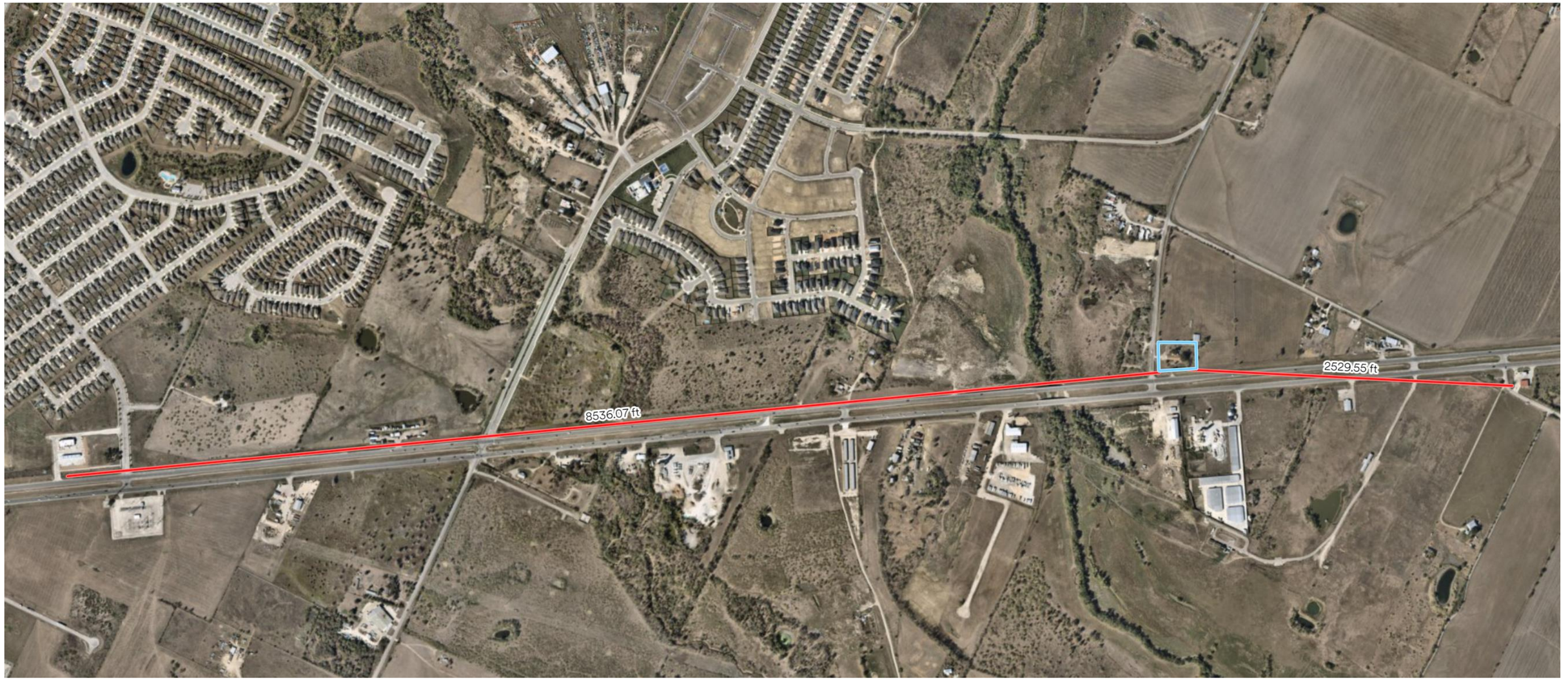
Project:
FM1100 RETAIL CENTER
13105 FM 1100
CITY OF MANOR, TEXAS 78653

Title:
CONCEPTUAL SITE PLAN

PROJECT
30728

SHEET
SK2

THIS DRAWING AS AN INSTRUMENT OF SERVICE IS AND SHALL REMAIN THE PROPERTY OF THE PSEI, INC. AND SHALL NOT BE REUSED IN ANY MANNER, OR RELIED FOR CONSTRUCTION, WITHOUT THE WRITTEN PERMISSION OF THE PSEI, INC. ALL RIGHTS RESERVED. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS AT THE SITE BEFORE PROCEEDING WITH ANY WORKS. IS ENCHOR DA INTENDED. THE USE OF SUBMITTED SHALL NOT EXCEED THE TITLE AND DESCRIBE SCALE.


2529.55 ft
8536.07 ft



3/27/24

## City of Manor Development Services

# Notification for a Specific Use Request

Project Name: 13105 FM 1100 Specific Use Permit - Gas Station
Case Number: 2021-P-1393-CU
Case Manager: Michael Burrell
Contact: mburrell@manortx.gov – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon a Specific Use Request for 13105 FM 1100, Manor, TX to allow for a Commercial gas station development that includes a 14,020sf general retail / Mexican market building, six MPDs, three diesel MPDs, and associated parking and drive aisles. The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing on a Specific Use Request for one (1) lot on 1.273 acres, more or less, and being located at 13105 FM 1100, Manor, TX to allow for a that includes a 14,020sf general retail / Mexican market building, six MPDs, three diesel MPDs, and associated parking and drive aisles.**

***Applicant: Professional StruCIVIL Engineers Inc***
***Owner: Najib Wehbe***

The Planning and Zoning Commission will meet at 6:30PM on April 10, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

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

Terry Lee Schultz
15201 Voelker LN
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Lee J. Marsalise
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Austin, TX 78758-4712

Rosaura Fernandna Chavez & Orlando Valdez Aguilar
1121 W. Rundbert LN., Unit 13
Austin, TX 78758-6361

AGENDA ITEM NO. 4

# AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 17, 2024
**PREPARED BY:** Scott Dunlop, Director
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Conduct a public hearing on an ordinance rezoning one lot (1) lot on .23 acres, more or less, being Lot 6A, Block 1, Town of Manor, and being located at 707 Bastrop St, Manor, TX from Single-Family Suburban (SF-1) to Two-Family Residential (TF).
*Applicant: Savvy ATX Realty, LLC*
*Owner: Wenkai Chen*

**BACKGROUND/SUMMARY:**

The applicant had previously applied for Two-Family zoning on this property but was denied at the August 9, 2023 P&Z and the application was pulled before the City Council could consider it. It was denied due to concerns about fire access to the back unit. The applicant has worked with the fire department and all portions of the proposed structure are within 150' of the right-of-way, so it is accessible and meets the fire department's maximum hose lay length.

This lot was also replatted from 5 lots into 1 lot by the City Council on September 6, 2023 with variances for the width and depth-to-width ratio. The lot is 40'x250' or 10,000 square feet. The minimum acreage for a Two-Family lot is 8,750 square feet and a minimum width of 70'. The current zoning of SF-1 also has a minimum lot width of 70', but with the variance on the plat, the 40' width has been accepted.

The Comprehensive Plan's Future Land Use Map has this general area as Community Mixed-Use which generally seeks higher densities, but given the character of the neighborhood and unique lot size, a two-family dwelling unit would be appropriate and achieve some of the goals of the Plan including: LU2 – encourage a range of product types and lot sizes, ED14 – encourage diverse housing in terms of type and affordability to align with workforce needs, LU.A – encourage a balanced mix of residential, commercial, and employment uses at varying densities and intensities to reflect gradual transition from urban to suburban to rural development, LU.B – promote more compact, higher density, well-connected development within appropriate infill locations, LU 1 – encourage innovative forms of compact, pedestrian-friendly development and wider array of affordable housing choices through smart regulatory provisions and incentives, DU 11 – increase development of housing units close to multi-modal infrastructure and mixed-use developments, including in Downtown.

Planning and Zoning Commission voted 5-1 to deny. The denial was because the lot is too narrow and the proposed development is not appropriate on this lot.

**LEGAL REVIEW:** Not Applicable
**FISCAL IMPACT:** No

**PRESENTATION:** No
**ATTACHMENTS:** Yes

- Ordinance
- Letter of Intent
- Zoning Map
- Aerial Map
- Site Plan and Survey
- Community Mixed-Use Dashboard
- Public Notice
- Mailing Labels

**STAFF RECOMMENDATION:**

The City Staff recommends that the City Council conduct the public hearing on an ordinance rezoning one lot (1) lot on .23 acres, more or less, being Lot 6A, Block 1, Town of Manor, and being located at 707 Bastrop St, Manor, TX from Single-Family Suburban (SF-1) to Two-Family Residential (TF).

| PLANNING & ZONING COMMISSION: | Recommend Approval | Disapproval | None |
|---|---|---|---|
| | | X | |

**ORDINANCE NO. _____**

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

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

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

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

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

**Section 1. Findings.** The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

**Section 2. Amendment of Ordinance.** City of Manor Code of Ordinances Chapter 14 Zoning Ordinance ("Zoning Ordinance" or "Code"), is hereby modified and amended by rezoning the Property as set forth in Section 3.

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

**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 April 2024.

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

**THE CITY OF MANOR, TEXAS**

_____
Dr. Christopher Harvey,
Mayor

**ATTEST:**

_____
Lluvia T. Almaraz, TRMC,
City Secretary

# EXHIBIT "A"

Property Address:
707 North Bastrop Street, Manor, TX 78653

Property Legal Description:

Lot 6A, Block 1, Town of Manor

# Letter of Intent

March 2, 2024

City of Manor
Development Services Department
Attn: Mr. Scott Dunlop, Director
105 E. Eggleston Street
Manor, Texas 78653

Re: 707 BASTROP ST TX 78653

**Dear Mr. Dunlop**,

We are writing to you to request the rezone of the subject property to TF again.

This request was declined in May 2023 due to a concern about "a fire truck access through the alley". Since then, we reached out to the **Fire Dept TCESD 12** (Travis County ESD No. 12). We were told "as long as the building is within fire hose 150 ft reach and less than 4-plex, then there should be no concern.". As a result, we re-designed the building to ensure the furthest spot of the building to the street is less than 150 ft.

Here is the official link to the rule: https://fi360-static.s3.amazonaws.com/WP309/New%20Construction%20Guideline%20-%20Revised%20with%20IFC%202015.pdf.

**HOSE PULL (DISTANCE FROM ENGINE TO BUILDING)**

The dimension of 150 feet when used in relation to fire department access is commonly referred to as "hose pull distance." Hose pull represents the amount of fire hose that firefighters must pull from the engine to reach the structure. This is the maximum distance that firefighters can effectively pull a fire hose or carry other equipment to combat a fire.

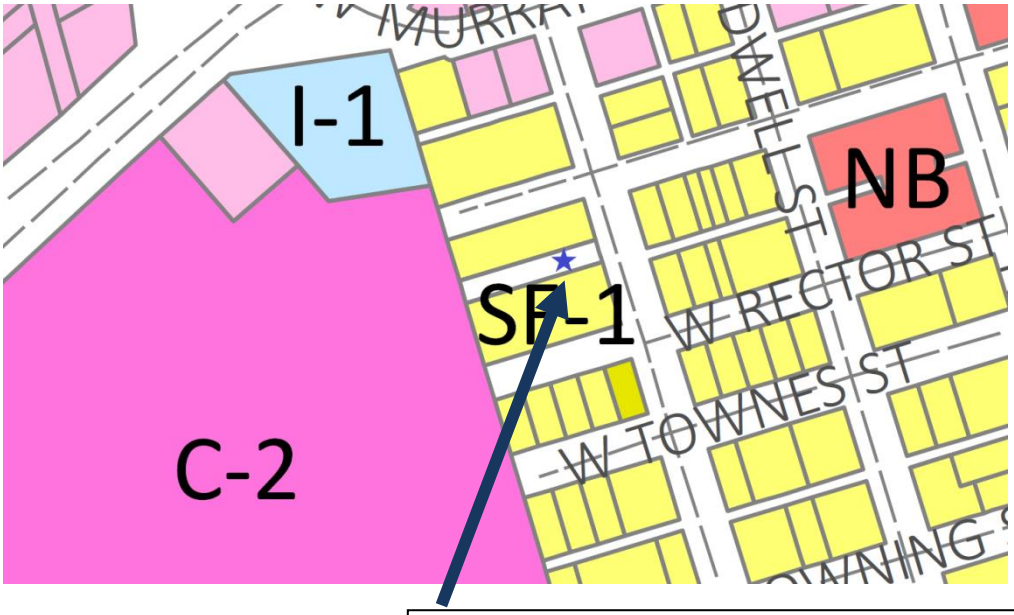
Hose pull may not exceed 150 feet from the apparatus to the most remote point of the perimeter of the structure. The hose pull distance is set at 150 feet due to a variety of factors, including standard hose lengths, weight of equipment, hydraulic properties, and accepted operational procedures. Hose pull is measured along the firefighter path of travel, avoiding obstacles, not "as the crow flies."

---

The subject property 707 Bastrop ST TX 78653, Legal description as: **S40FT OF LOT 6-10 BLK 1 LANE A E ADDN.** The current configuration is 40 ft wide and 250 ft long, with a total of ~10,000 sqft.

We are requesting to:

1. Rezone it as TF (Two-Family) –we are proposing the property to **TF (Two Family)** in support the growth of Manor TX.




Subject Property: **707 BASTROP ST TX 78653**

Please see the appendixes which have conceptual designs of the proposed TF (duplex).

Please help to grant these requests and let me know if you have any questions.

Respectfully,

Katherine Chen
Savvy ATX Realt

# Appendix A: High-level Site Plan

# Waterloo Surveyors
# SURVEY PLAT
## Topographic & Tree

**OWNER:**
WENKAI CHEN
**ADDRESS:**
707 NORTH BASTROP ST
MANOR TX 78653

**LEGAL DESCRIPTION:**
THE SOUTH 40 FEET OF LOTS 6–10, BLOCK 1, A.E. LANE'S ADDITION TO THE TOWN OF MANOR, TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 223, PLAT RECORDS, TRAVIS COUNTY, TEXAS.

**NOTE:**
This survey was made without the benefit of a title commitment and additional easements and/or restrictions may apply

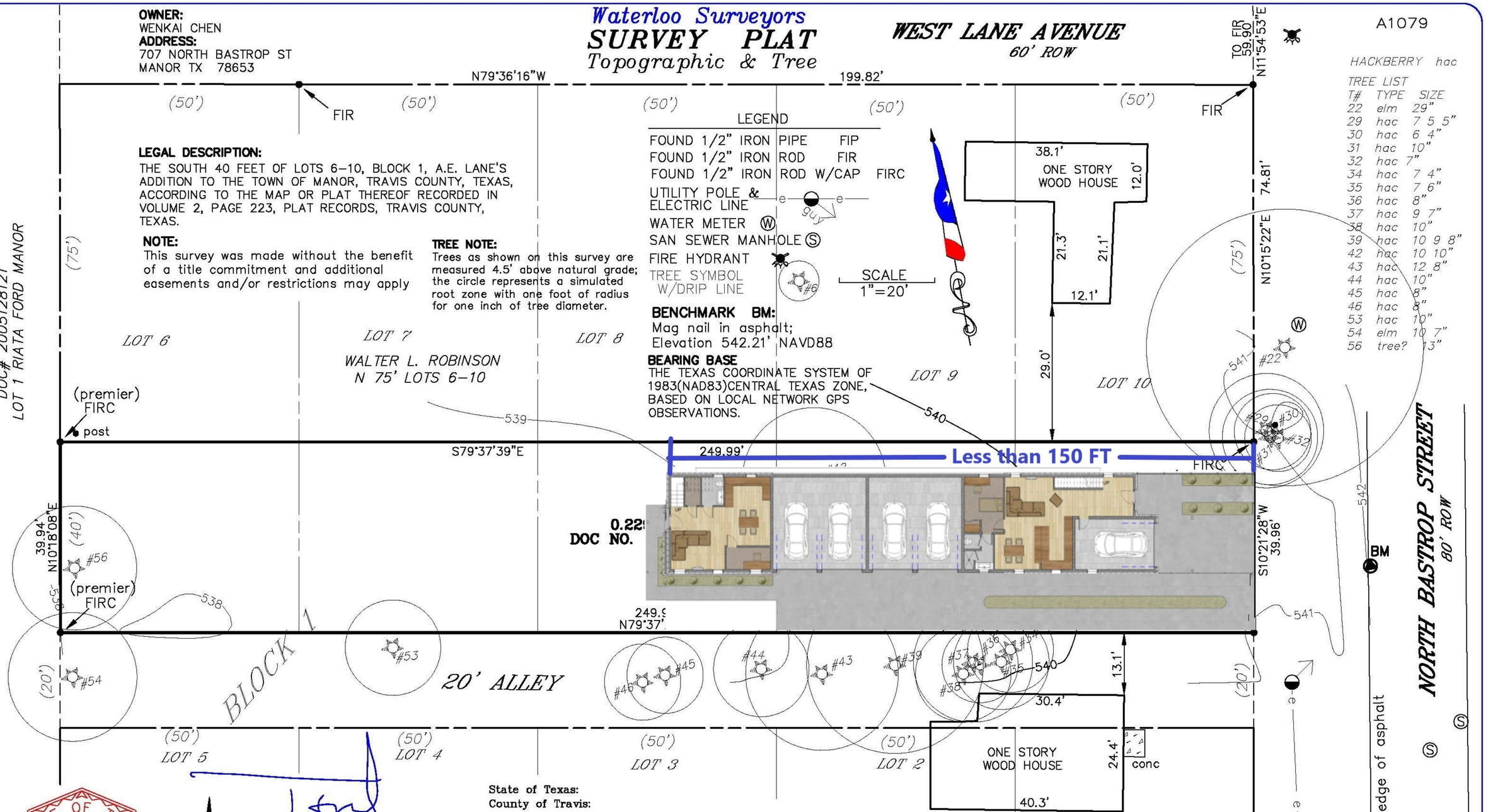
**TREE NOTE:**
Trees as shown on this survey are measured 4.5' above natural grade; the circle represents a simulated root zone with one foot of radius for one inch of tree diameter.

**BENCHMARK BM:**
Mag nail in asphalt;
Elevation 542.21' NAVD88

**BEARING BASE**
THE TEXAS COORDINATE SYSTEM OF 1983(NAD83)CENTRAL TEXAS ZONE, BASED ON LOCAL NETWORK GPS OBSERVATIONS.

LEGEND
FOUND 1/2" IRON PIPE FIP
FOUND 1/2" IRON ROD FIR
FOUND 1/2" IRON ROD W/CAP FIRC
UTILITY POLE & ELECTRIC LINE
WATER METER
SAN SEWER MANHOLE
FIRE HYDRANT
TREE SYMBOL W/DRIP LINE

SCALE 1"=20'




State of Texas:
County of Travis:

The undersigned does hereby certify that this survey was this day made on the property legally described hereon and is correct, and this survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B Condition II Survey.

And I certify that the property shown hereon IS NOT within a special flood hazard area as identified by the Federal Insurance Adm. Department of HUD Flood hazard boundary map revised as per Map No. 48453C0485J Zone: X Dated: AUGUST 18, 2014

Survey Dated this the 28TH day of JANUARY, 202 3.


Thomas P. Dixon R.P.L.S. 4324
WATERLOO SURVEYORS LLC
P.O. BOX 160176
AUSTIN, TEXAS 78716–0176
Phone: 512–481–9602
www.waterloosurveyors.com
FIRM# 10124400


STATE OF TEXAS REGISTERED THOMAS P. DIXON 4324 PROFESSIONAL LAND SURVEYOR

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# Appendix B: Revised Architectural Design

Front rendering:



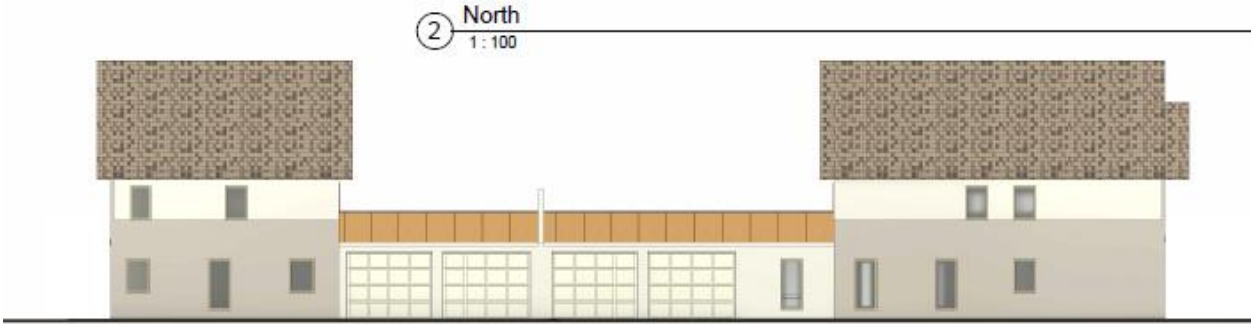
Side rendering:



Elevation:




Side:




Unit B: 2 bedrooms/2 bathrooms
Total sqft: 976

Unit A: 3 bedrooms/3 bathrooms
Total sqft: 1728

Room legend unit 2

- Bathroom1
- Bathroom2
- Bedroom
- Corridor
- Kitchen
- Living room
- Main bath
- Main bedroom
- Storage/closet
- Walk in closet
- Work space/office

Total 1st floor/2nd unit = 506 ft2
Total 2nd floor/2nd unit = 470 ft2
Total 2nd unit = 976 ft2

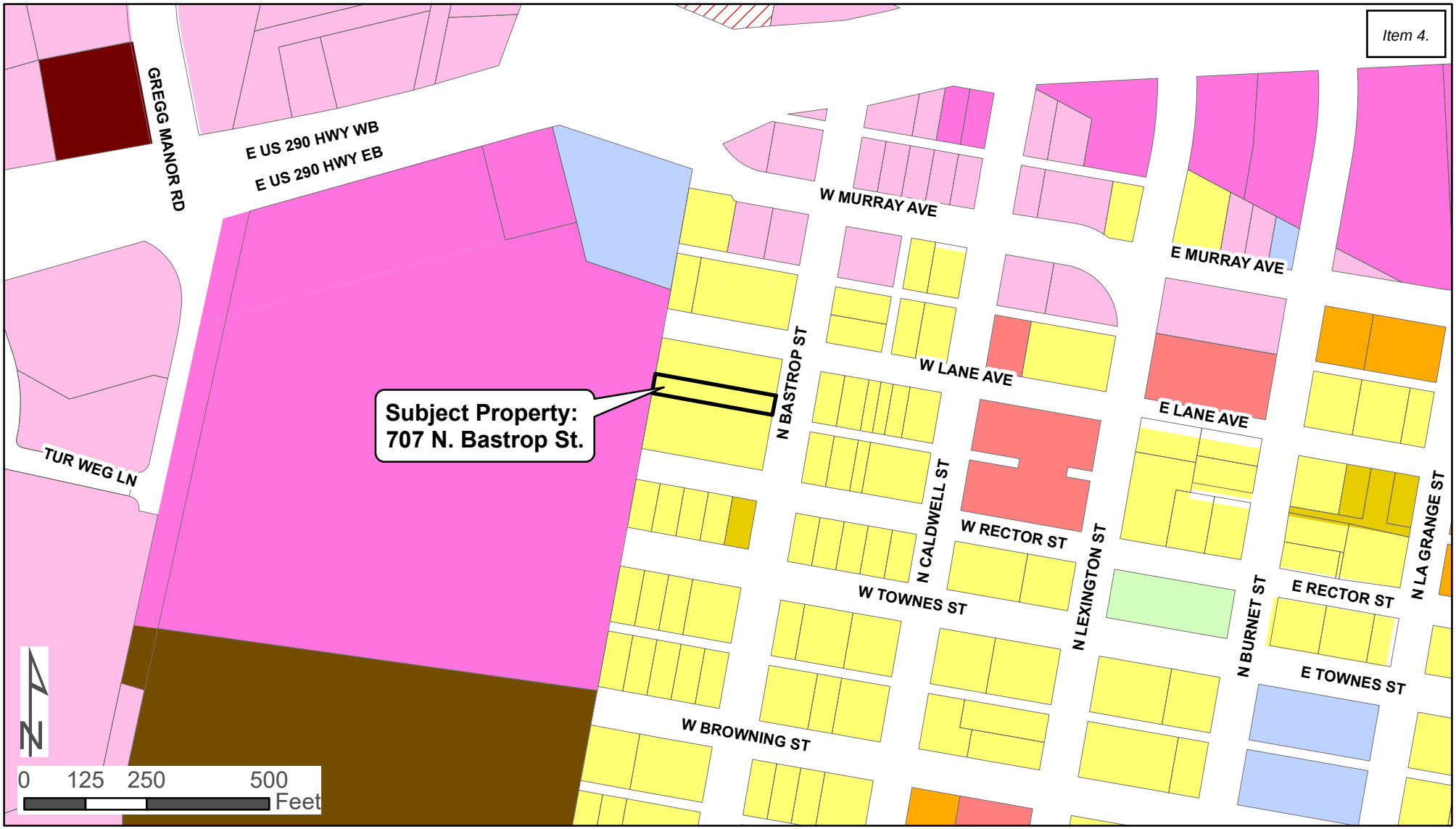
Room legend unit 1

- Bathroom 1
- Bedroom1
- Garage
- Great room
- Bathroom 2
- Bedroom 2
- Closet
- Hall
- Main bathroom
- Main bedroom

Total 1st floor/1st unit = 975.5 ft2
Total 2nd floor/ 2nd unit = 753.2 ft2
Total 1st unit = 1728.7 ft2

Total both units = 2704 ft2






Current:
Single Family Suburban (SF-1)

**Proposed:**
**Two-Family (TF)**

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


W Lane Ave
N Bastrop St
W Lane Ave
N Bastrop St
N Bastrop St
804
802
304
707
703
701
309
305
303
301

# Waterloo Surveyors
# SURVEY PLAT
## Topographic & Tree

**OWNER:**
WENKAI CHEN
**ADDRESS:**
707 NORTH BASTROP ST
MANOR TX 78653

**LEGAL DESCRIPTION:**
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**NOTE:**
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Mag nail in asphalt;
Elevation 542.21' NAVD88

**BEARING BASE**
THE TEXAS COORDINATE SYSTEM OF 1983(NAD83)CENTRAL TEXAS ZONE, BASED ON LOCAL NETWORK GPS OBSERVATIONS.

LEGEND
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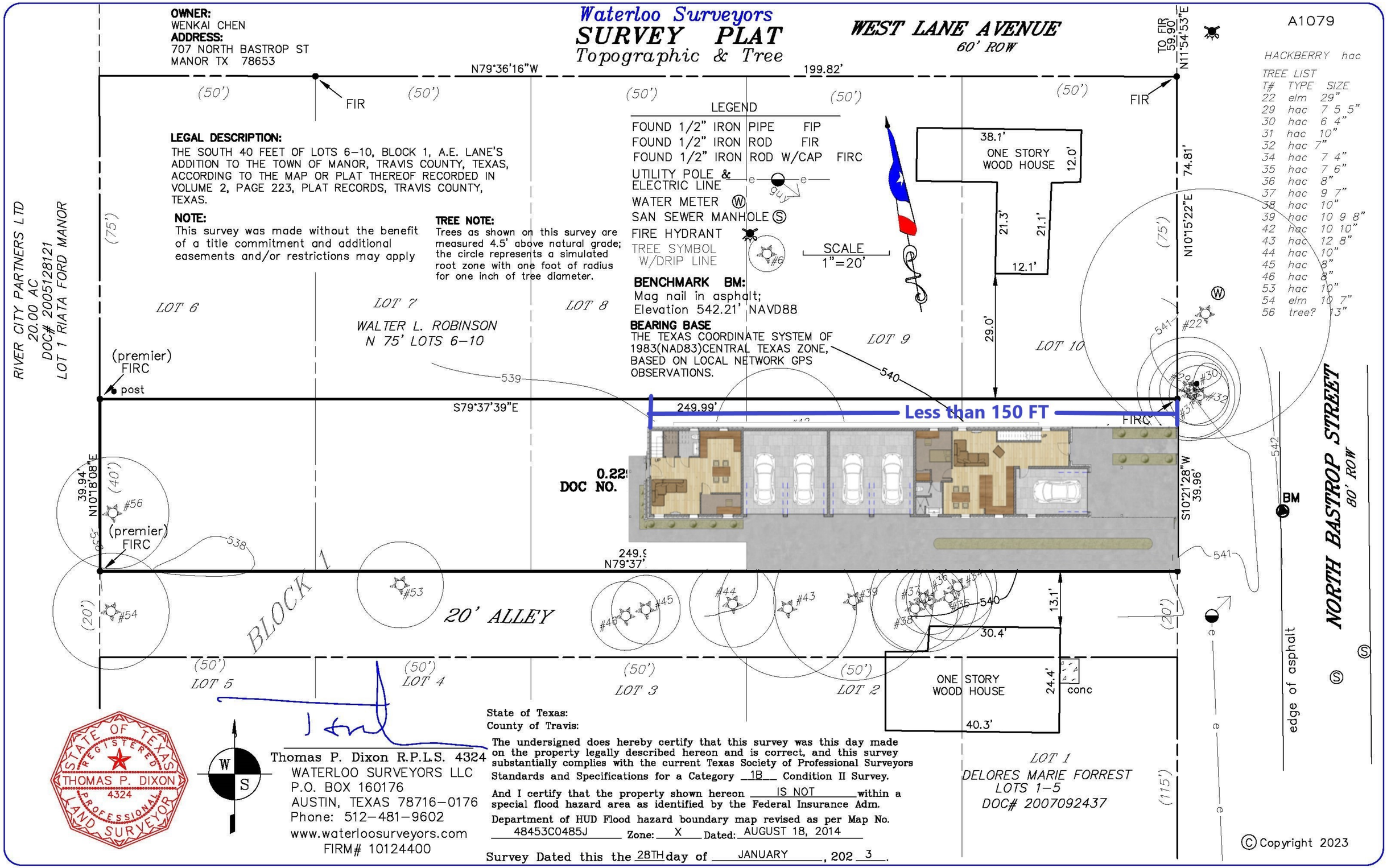
FOUND 1/2" IRON ROD W/CAP FIRC
UTILITY POLE & ELECTRIC LINE
WATER METER
SAN SEWER MANHOLE
FIRE HYDRANT
TREE SYMBOL W/DRIP LINE

SCALE 1"=20'




STATE OF TEXAS
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FIRM# 10124400

State of Texas:
County of Travis:

The undersigned does hereby certify that this survey was this day made on the property legally described hereon and is correct, and this survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B Condition II Survey.

And I certify that the property shown hereon IS NOT within a special flood hazard area as identified by the Federal Insurance Adm. Department of HUD Flood hazard boundary map revised as per Map No. 48453C0485J Zone: X Dated: AUGUST 18, 2014

Survey Dated this the 28TH day of JANUARY, 202 3.

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# TF
# Two-Family

The two-family district allows for duplexes or other similar two-unit housing types and should serve as a low to medium density neighborhood providing a transition to more intense land uses.

## Permitted and Conditional Uses

### Residential

| | |
|---|---|
| Condominium | Single-Family attached (2 units) |

### Non-Residential

| | |
|---|---|
| Agricultural (c) | Religious assembly |
| Amenity center (c) | School, private or parochial (s) |
| Child care center (small) (c/s) | School, public |
| Community Garden (c) | Utility services, minor |
| Government facilities | Wireless transmission facilities (WTF), |
| Home occupation (c) | Stealth (c/s) |
| Park/playground | |

# TF
# Two-Family

## Site Development Standards

| Lot | | Massing | |
|---|---|---|---|
| Minimum Lot Area | 8,750 sq ft | Maximum Height | 35 ft |
| Minimum Lot Width | 70 ft[1] | Minimum Setbacks: | |
| Maximum principle structure lot coverage | 50% | Front Setback | 25 ft |
| | | Streetside Setback | 15 ft |
| Maximum principle and accessory structure lot coverage | 60% | Exterior Side Setback | 7.5 ft[3] |
| | | Rear Setback | 20 ft[4] |
| Dwelling Unit Size | 1,500 sq ft[2] | Landscape Requirement | 30%[5] |

[1] Corner lots add 10 ft.
Cul-de-sac lot widths shall be measured at the building setback line and be equal to the minimum required lot width.

[2] For every ten percent of total exterior facade area that is masonry, 100 square feet of unit size may be reduced up to 500 square feet by entering into a development agreement authorized to be executed by the city manager. Total exterior facade area does not include the area of windows and doors. Masonry is considered stone, brick, or cement stucco, and excludes cementitious planking. Properties located within the historic district as defined in section 14.02.031 may have minimum dwelling unit sizes 500 square feet less than indicated above. Two-family (TF) district properties shall have a minimum of 70 percent front facade masonry and 60 percent overall facade masonry within the historic district.

[3] setback to non-residential requires 10 ft

[4] setback to non-residential requires 25 ft

[5] Two (2) trees for properties 6,000 sf or less, Three (3) trees for properties 6,001 to 8,750 sf, Four (4) trees for properties above 8,750. All trees minimum 3" caliper. All properties four (4) 3-gallon shrubs per 10' foundation facing a street.

## COMMUNITY MIXED-USE

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

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

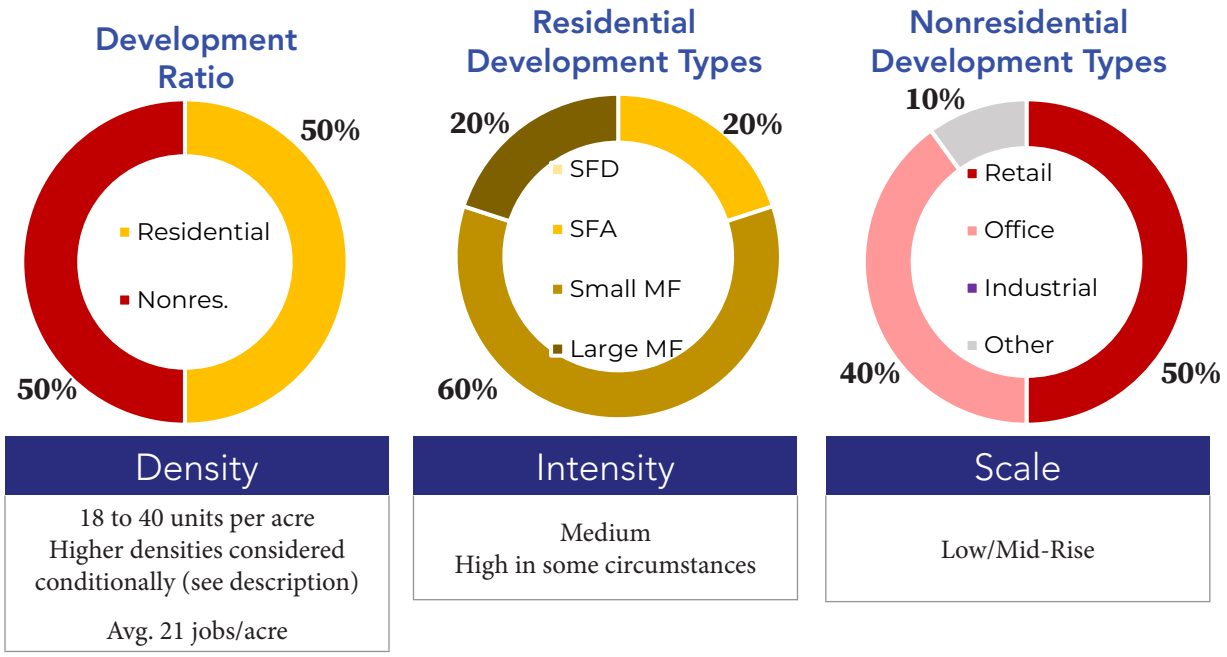
Community Mixed-Use areas allow residential units in close proximity to goods, services and civic activities, reducing residents' dependence on the car.

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

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

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

Figure 3.9. Community Mixed-Use Land Use Mix Dashboard




| Density | Intensity | Scale |
|---|---|---|
| 18 to 40 units per acre<br>Higher densities considered conditionally (see description)<br>Avg. 21 jobs/acre | Medium<br>High in some circumstances | Low/Mid-Rise |





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

3/27/24

## City of Manor Development Services

# Notification for a Rezoning Application

Project Name: 707 Bastrop St Rezoning SF-1 to TF
Case Number: 2024-P-1630-ZO
Case Manager: Michael Burrell
Contact: mburrell@manortx.gov – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon a Rezoning Application for 707 Bastrop St, Manor, TX from Single Family Suburban (SF-1) to Two-Family (TF). The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing on Rezoning Application for five (5) lots on .23 acres, more or less, out of the South 40 ft of Lots 6-10, Block 1, AE Lanes Addition, and being located at 707 Bastrop St, Manor, TX from Single-Family Suburban (SF-1) to Two-Family Residential (TF).**

***Applicant: SAVVY ATX REALTY LIMITED LIABILITY COMPANY***
***Owner: Wenkai Chen***

The Planning and Zoning Commission will meet at 6:30PM on April 10, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on April 17, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

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

MARTINEZ ORALIA
1301 CHICON ST 303
AUSTIN TX 78702-2154

CERON AMPARO PATRICIA C & MIGUEL ANEL CASTILLO MENDIETA
305 W TOWNES ST
MANOR TX 78653-2107

PAZ NAUL MAURICIO & ZOILA MORE
1116 CANYON MAPLE RD
PFLUGERVILLE TX 78660-5808

JASMIN SHAKESPEARE & LINDA
PO BOX 455
MANOR TX 78653-0455

ECKART STEPHEN
PO BOX 170309
AUSTIN TX 78717-0019

JACKSON BONNIE & VSYNTHIA & LENA MCCOY
PO BOX 985
MANOR TX 78653-0985

GUERRERO JOSE & MAXIMINA CLEMENS
307 W TOWNES ST
MANOR TX 78653-2107

ROMERO RONALDO & ANTONIA
5808 HERON DR
BUDA TX US 78610

FORREST DELORES M
3262 KESTRAL WAY
SACRAMENTO CA 95833-9616

LOZANO BENJAMIN KEEF
8005 Briarwood Ln
Austin TX 78757-8111

SEPECO
PO BOX 170309
AUSTIN TX 78717-0019

BARRS PHYLLIS Y & SANDRA V & S MCCARTHER LIFE ESTATE
13604 HARRIS RIDGE BLVD UNIT A
PFLUGERVILLE TX 78660-8892

TREJO GERARDO & JENNIFER I BARAHONA DE TREJO
801 CALDWELL ST
MANOR TX 78653-3318

RIVER CITY PARTNERS LTD
501 E KOENIG LN
AUSTIN TX 78751-1426

SHAW HUGHIE L & RUBY L
8808 CINCH LN # 1060
AUSTIN TX 78724-5011

GARCIA EDWARD
PO BOX 452
MANOR TX 78653-0452

ROBINSON WALTER L & CURTIS ROBINSON
3608 EAGLES NEST ST
ROUND ROCK TX 78665-1131

LUNA BENITA GONZALEZ
802 N BASTROP ST
MANOR TX 78653-5430

JOHNSON ONNIE MAE LIFE ESTATE
PO BOX 228
MANOR TX 78653-0228

MANOR INDEPENDENT SCHOOL DISTR DISTRICT
PO BOX 359
MANOR TX 78653-0359

TURMAN THOMAS M
21609 UNION LEE CHURCH RD
MANOR TX 78653-5329

AGENDA ITEM NO. 5

# AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 17, 2024
**PREPARED BY:** Lluvia T. Almaraz, City Secretary
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**
Consideration, discussion, and possible action to approve the City Council Minutes of the April 3, 2024, Regular Meeting.

**BACKGROUND/SUMMARY:**

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

- April 3, 2024, City Council Regular Meeting Minutes

**STAFF RECOMMENDATION:**
The city staff recommends that the City Council approve the City Council Meeting minutes as presented.

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

# CITY COUNCIL
# REGULAR SESSION MINUTES
# APRIL 3, 2024

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

**PRESENT:**

Dr. Christopher Harvey, Mayor

**COUNCIL MEMBERS:**

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

**CITY STAFF:**

Scott Moore, City Manager
Lluvia T. Almaraz, City Secretary
Scott Dunlop, Development Services Director
Scott Jones, Economic Development Director
Matthew Woodard, Public Works Director
Tracey Vasquez, HR Director
Yalondra Valderrama Santana, Heritage & Tourism Manager
Paige Saenz, City Attorney
Frank Phelan, City Engineer
Gregory Miller, Bond Counsel
Christina Lane, Finance Consultant

**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 7:02 p.m. on Wednesday, April 3, 2024, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

Draft Minutes

## INVOCATION

Mayor Harvey gave the invocation.

## PLEDGE OF ALLEGIANCE

Mayor Harvey led the Pledge of Allegiance.

## PROCLAMATIONS

### A. Declaring Monday, April 22, 2024, as "Earth Day"

Mayor Harvey read and presented the Earth Day Proclamation to the Park Committee and the Public Tree Advisory Board.

## EVENTS/ANNOUNCEMENTS

### A. Community Shred Day Event, April 13, 2024, at Manor City Hall

City Secretary Almaraz invited the community to attend the free Shred Day event being held on April 13th at Manor City Hall.

### B. Keep Manor Beautiful Downtown Cleanup, April 20, 2024

Development Services Director Dunlop invited the community to attend the KMB's Downtown Cleanup event being held on April 20th.

## PUBLIC COMMENTS

Robert Battaile, 502 E. Eggleston St., Manor, Texas, submitted a speaker card and expressed his concerns, and requested for an item to be added to the next council agenda regarding the Harriet Tubman Mural. He also discussed his opposition to Agenda Item Nos 4 and 5.

Sam Samaripa with Manor Education Foundation submitted a speaker card and invited the community to attend the Manor Mobile Resource Fair event being held on Saturday, April 13, 2024, at Manor Lions Club from 10am-1pm.

Debbie Young, 11712 Pillon Pl., Manor, Texas, submitted a speaker card and spoke regarding a metal detecting policy she had found by doing her search and stated she had forwarded it to staff for review. She also addressed the city's concerns regarding the reasons why the city did not allow the public to conduct metal detection. She requested for the council to consider her request to allow metal detection in city parks.

No one else appeared at this time.

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**CONSENT AGENDA**

1. **Consideration, discussion, and possible action to approve the City Council Minutes of the March 20, 2024, Regular Meeting.**

2. **Consideration, discussion, and possible action on a Purchase Agreement with Cube HHF Limited Partnership for a waterline easement and temporary construction easement for Parcel No. 5.**

3. **Consideration, discussion, and possible action on a Purchase Agreement with Tuan V. Nguyen and Nhieu T. Nguyen for a wastewater easement and temporary construction easement for Parcel No. 1.**

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

There was no further discussion.

**Motion to approve carried 6-0**

**REGULAR AGENDA**

**4. First Reading: Consideration, discussion, and possible action on a Specific Use Permit for Medical Offices in Manor Crossing allowing 15,000 sq. ft. of medical office and/or medical clinic tenant space, one (1) lot on 18.1 acres, more or less, and being located at the intersection of Shadowglen Blvd and US Hwy 290, Manor, Texas.** ***Applicant: Retail Connections; Owner: Retail Connections***

The city staff recommended that the City Council approve the first reading of a Specific Use Permit for Medical Offices in Manor Crossing allowing 15,000 sq. ft. of medical office and/or medical clinic tenant space, one (1) lot on 18.1 acres, more or less, and being located at the intersection of Shadowglen Blvd and US Hwy 290, Manor, Texas.

Development Services Director Dunlop discussed the proposed request.

Economic Development Director Jones confirmed that the developer was aware of the request for a specific use permit for medical offices and had approved it.

A discussion was held regarding the P&Z Commission recommendation to reduce the sq. ft. to 10,000.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Council Member Wallace to approve the first reading of a Specific Use Permit for Medical Offices in Manor Crossing allowing 10,000 sq. ft. of medical office and/or medical clinic tenant space, one (1) lot on 18.1 acres, more or less, and being located at the intersection of Shadowglen Blvd and US Hwy 290, Manor, Texas.

Draft Minutes

Mayor Harvey asked the council if they would consider reducing the sq. ft to 7500 to be able to acquire sales taxes with retail vendors as it was agreed in the approved development agreement.

**MOTION:** Upon an amendment motion made by Council Member Weir and seconded by Council Member Wallace to approve the first reading of a Specific Use Permit for Medical Offices in Manor Crossing allowing 7500 sq. ft. of medical office and/or medical clinic tenant space, one (1) lot on 18.1 acres, more or less, and being located at the intersection of Shadowglen Blvd and US Hwy 290, Manor, Texas.

There was no further discussion.

**Motion to approve carried 6-0**

5. **Second and Final Reading: Consideration, discussion, and possible action on an ordinance amending Ordinance 698 to modify the Planned Unit Development (PUD) Site Plan for the New Haven Final Planned Unit Development rezoning from Planned Unit Development to Planned Unit Development and being located near the corner of Gregg Ln and FM 973, Manor, Texas.** ***Applicant: Quiddity Engineering; Owner: Gregg Lane Dev., LLC***

The city staff recommended that the City Council approve the second reading of ordinance no. 737 amending Ordinance 698 to modify the Planned Unit Development (PUD) Site Plan.

Development Services Director Dunlop discussed the proposed rezoning request.

Brad Carabajal with Quiddity Engineering submitted a speaker card; however, he did not wish to speak but was available to address any questions posed by the City Council.

Ordinance No. 737: An Ordinance of the City of Manor, Texas, Amending Ordinance 698 to Modify the Planned Unit Development Site Plan for the New Haven Final Planned Unit Development; Rezoning From Planned Unit Development (PUD) to Planned Unit Development (PUD); Making Findings of Fact; and Providing for Related Matters.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Weir to approve the second reading of ordinance no. 737 amending Ordinance 698 to modify the Planned Unit Development (PUD) Site Plan for the New Haven Final Planned Unit Development rezoning from Planned Unit Development to Planned Unit Development and being located near the corner of Gregg Ln and FM 973, Manor, Texas with the additions of parallel parking spaces adjacent to the Nature Preserve and trail areas and pedestrian safety measures at the intersection of the Primary Collector and 70'ROW.

There was no further discussion.

**Motion to approve carried 6-0**

Draft Minutes

**6. Consideration, discussion, and possible action on a Development Agreement establishing development standards for Exxon Price Sign.**

The city staff recommended that the City Council approve a development agreement establishing development standards for Exxon Price Sign and authorize the City Manager to execute the agreement.

Development Services Director Dunlop discussed the proposed agreement.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to approve a development agreement establishing development standards for Exxon Price Sign and authorize the City Manager to execute the agreement.

There was no further discussion.

**Motion to approve carried 6-0**

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

The city staff recommended that the City Council discuss and provide direction to city staff regarding the proposed Stormwater Drainage Utility Ordinance.

Development Services Director Dunlop discussed the proposed stormwater utility fees amended ordinance.

A discussion was held regarding the properties that would be exempt from fees.

A discussion was held regarding the publication requirements for the notice.

A discussion was held regarding the creation of the new revenue dedicated to the city's stormwater system.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Council Member Moreno to approve the publication of the notice to be published on April 12th, April 19th, and April 26th in the Manor Journal and for the ordinance to be presented to the City Council for approval on May 15th with exemptions as presented.

There was no further discussion.

**Motion to approve carried 6-0**

Draft Minutes

**8. Consideration, discussion, and possible action on a Resolution accepting the petition for voluntary annexation of 1.273 acres, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits, providing for open meeting, and other related matters.**

The city staff recommended that the City Council approve Resolution No. 2024-08 accepting the petition for voluntary annexation of 1.273 acres, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits, providing for open meeting, and other related matters.

Development Services Director Dunlop discussed the proposed petition.

Resolution No. 2024-08 A Resolution of the City of Manor, Texas, Accepting the Petition for Annexation of 1.273 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.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to approve Resolution No. 2024-08 accepting the petition for voluntary annexation of 1.273 acres, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits, providing for open meeting, and other related matters.

There was no further discussion.

**Motion to approve carried 6-0**

**9. Consideration, discussion, and possible action on an Assignment of Easement Rights with the Texas Department of Transportation for a drainage easement.**

The city staff recommended that the City Council approve an Assignment of Easement Rights between the City of Manor and the Texas Department of Transportation, on behalf of the State of Texas.

Development Services Director Dunlop discussed the proposed drainage easement.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua to approve an Assignment of Easement Rights between the City of Manor and the Texas Department of Transportation, on behalf of the State of Texas.

There was no further discussion.

**Motion to approve carried 6-0**

Draft Minutes

**10. Consideration, discussion, and possible action on reimbursement of project management fees and services for the Bell Farms and Carriage Hills Lift Station.**

The city staff recommended that the City Council accept the reimbursement of project management fees and services for the Bell Farms and Carriage Hills Lift Station from George Butler Associates, Inc. in the amount of $173,513.90.

City Engineer Phelan discussed the overbilling that occur regarding the management fees and services for the Bell Farms and Carriage Hills Lift Station.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Weir to accept the reimbursement of project management fees and services for the Bell Farms and Carriage Hills Lift Station from George Butler Associates, Inc. in the amount of $173,513.90.

There was no further discussion.

**Motion to approve carried 6-0**

Mayor Harvey adjourned the regular session of the Manor City Council into Executive Session at 7:51 p.m. on Wednesday, April 3, 2024, in accordance with the requirements of the Open Meetings Law.

**EXECUTIVE SESSION**

The Manor City Council convened into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in *Section 551.074 Personnel Matters to discuss duties of the City Manager; Sections 551.071 and 551.072, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel and to deliberate the purchase of real property; Sections 551.071, and 551.087, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding EntradaGlen PID; 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 ShadowGlen development; 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 legislation related to daycares; 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 Mustang Valley PID; and Sections 551.071 Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the Dalfen annexation .at* 7:51 p.m. on Wednesday, April 3, 2024.

The Executive Session was adjourned at 9:26 p.m. on Wednesday, April 3, 2024.

Draft Minutes

**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 9:26 p.m. on Wednesday, April 3, 2024.

**11. Consideration, discussion, and possible action on a Resolution of the City of Manor, Texas approving and authorizing the Mustang Valley Public Improvement District Reimbursement Agreement.**

The city staff recommended that the City Council approve Resolution No. 2024-07 authorizing the Mustang Valley Public Improvement District Reimbursement Agreement.

Resolution No. 2024-07: A Resolution of the City of Manor, Texas Approving and Authorizing the Mustang Valley Public Improvement District Reimbursement Agreement.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Amezcua to approve a resolution approving the Mustang Valley Public Improvement District Reimbursement Agreement and authorize the mayor to sign the final form approved by the city attorney.

There was no further discussion.

**Motion to approve carried 6-0**

**ADJOURNMENT**

The Regular Session of the Manor City Council was Adjourned at 9:27 p.m. on Wednesday, April 3, 2024.

These minutes were approved by the Manor City Council on April 17, 2024.

**APPROVED:**

_____
Dr. Christopher Harvey,
Mayor

**ATTEST:**

_____
Lluvia T. Almaraz, TRMC
City Secretary

Draft Minutes

# AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 17, 2024
**PREPARED BY:** Scott Moore, City Manager
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

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

**BACKGROUND/SUMMARY:**

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

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

- March 2024 City Council Monthly Reports

**STAFF RECOMMENDATION:**

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

# Manor City Council
# Monthly Report

Name: **Dr. Christopher Harvey** Place/Position **Mayor**

Start Date: March 1, 2024 End Date: March 31, 2024

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

# TIER 1

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

**City Council Meetings/Special Called Sessions/Workshops**

| Type of Meeting | Date | Description |
|---|---|---|
| City Council Meeting | 4, 20 | Regular scheduled city council meeting |

**Other Meetings**

| Type of Meeting | Date | Description |
|---|---|---|
| Leadership Austin | 20 | Talk about city programs and how regionally we can work together. |
| East Manor Development #1 | 20 | Celebration with council and staff regarding the purchase of the property |
| Pfarm to Pfab Prep Meeting | 21 | Panel Prep for SH130 event |
| Manor Easter Egg Hunt | 30 | City celebration for Easter |

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

# TIER 2

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

**Committee Meetings (minimum of 2 and Chair of 1)**

| Committee Name | Chair (Yes or No) | Meeting Date | Description |
|---|---|---|---|
| Economic Development | Yes | 13 | Downtown Strategic planning, TIRZ, East Manor Revitalization; |
| Mayor Community Collaboration | No | | |
| Emergency Management | Yes | 4, 5 | District Safety Committee mtg. (Stopped in) Emergency Management Mtg. |
| | | | |

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

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

# TIER 3

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

**State/County Meetings**

| Type of Meeting | Date | Description |
|---|---|---|
| EMS | 7 | Meeting with EMS about their needs and updates on area service – Selena Xie Xie |
| Phone Meeting | 13 | Meeting w/Congressman Casar regarding winning the award amount of $900,000 - Call |

**Community Meetings (minimum of 2)**

| Individual/ Group | Date | Description |
|---|---|---|
| SH130 Panel | 28 | Media interview regarding Manor's grow and SH130.<br>Met with mayors, developers, investors, and city staff from 3+ cities regarding the impact of SH130 on our city and the current needs for Manor, Texas |
| Pflugerville Councilman | 8 | Capital Metro issues and the ESD legal battle started by a council member in Pflugerville |
| Artisan Market | 26 | Met with the ground with Matt W. and Scott M. |

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

# TIER 4

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

**Regional Meetings**

| Group Name | Date | Description |
|---|---|---|
| Capital Metro Mayors Meeting | 27 | Morning meeting with Mayors regarding BCT funds and qualifying expenses |

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

# Manor City Council
# Monthly Report

Name: Anne Weir Place/Position City Council Pl.2

Start Date: March 1, 2024 End Date: March 31, 2024

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

# TIER 1

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

**City Council Meetings/Special Called Sessions/Workshops**

| Type of Meeting | Date | Description |
|---|---|---|
| City Council REGULAR MTG | MARCH 20, 2024 | DISCUSSIONS ON VARIOUS CITY ISSUES |
| | | |

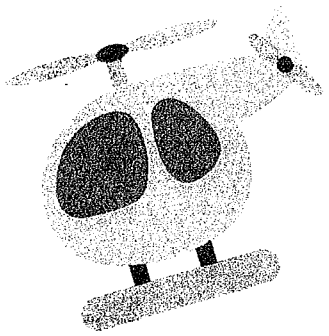
**Other Meetings**

| Type of Meeting | Date | Description |
|---|---|---|
| City Council Special Session | MARCH 4, 2024 | Discussion of VARIOUS CITY ISSUES |
| EGG-HELI-DROP | MARCH 30, 2024 | COMMUNITY EASTER EVENT |

**Other**

| Type | Date | Description |
|---|---|---|
| Ribbon Cutting EVENT | MARCH 20, 2024 | Ribbon cutting event for local Manor business |
| Manor PD Annual Event | MARCH 2, 2024 | RECOGNITION of Manor Police DEPT. |

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



CITY OF MANOR

# EASTER EGG-HELI-DROP

**SATURDAY, MARCH 30, 2024 | 11AM TO 3PM**
**@ COTTONWOOD DEVELOPMENT,**
**15317 US HWY 290 E. MANOR TX 78653**

**Magic Show by Americas Funniest Comedy Magician, DEWAYNE HILL**

**EGG HUNT/HELI DROP · CRAFTS · GAMES · FOOD VENDORS · MUSIC · SO MUCH MORE!**

**AGE GROUPS:**
**0-4, 5-7, 8-10, 11 AND UP, & ADAPTIVE**

**Contact us for more information!**

CITY OF MANOR EST. 1872 TEXAS

City Hall
105 E. Eggleston St., Manor TX, 78653

(512) 365-9311

cityofmanor.org

TheRetailCoach®

# Retail Trade Area
# Retail Demand Outlook

MANOR, TEXAS

Prepared for City of Manor, Texas
January 2023

CENTER *for* HEALTH LAW
*and* POLICY INNOVATION
HARVARD LAW SCHOOL

**To:** Black Men's Health Clinic (BMHC)

**From:** Center for Health Law & Policy Innovation, Harvard Law School (CHLPI)

**Date:** Jan 28, 2024

**Re:** **Scope of Work – CHLPI Technical Assistance Project**

---

## I. Overview of CHLPI Technical Assistance

CHLPI provides targeted technical assistance to the grantees of the US Cardiovascular and Immunology Disparities and Global Cancer Disparities initiatives. The purpose of this technical assistance is to help grantees advance policy strategies that can be used to sustain and/or scale their work beyond the initial grant period. CHLPI operates on a six-month technical assistance cycle, providing technical assistance to 1-3 grantees every six months (September – February or March – August). Technical assistance projects are adapted to meet the specific needs of the individual grantee, but generally consist of either (1) development of a resource (e.g., white paper) that will help the grantee identify and assess policy strategies; (2) organization of a convening to educate relevant stakeholders on the grantee's work, opportunities to partner, and policy strategies that would sustain/scale the grantee's work; or (3) advocacy materials (e.g., public comments, letters to regulators).

## II. Proposal for CHLPI Technical Assistance to Support BMHC

- **Timeline:** March 2024 – August 2024
- **Technical Assistance Project:** Black Men's Health Clinic has identified, as a priority issue, developing potential health department policies and procedures. In support of this objective, CHLPI will provide various analyses to inform such materials.

  In particular, CHLPI is positioned, based on its expertise, to:

  1) Research and analyze Texas law for legal requirements that govern municipal health department policy on matters relating to formation, powers, governance, and operations;

  2) Identify and interview similarly situated health departments and other stakeholders, such as the National Association of County and City Health Officials, to collect policy and procedure-related recommendations, tools, and best practices in key areas such as governance and operations; and

  3) Synthesize and translate learnings from the above research into key considerations for Black Men's Health Clinic and the City of Manor.

# TIER 2

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

**Committee Meetings (minimum of 2 and Chair of 1)**

| Committee Name | Chair (Yes or No) | Meeting Date | *Quarterly Report Date | Description |
|---|---|---|---|---|
| Economic Development | NO | MARCH 13, 2024 | MARCH 2024 | Discussion & UPDATES on PRIMARY & FUTURE DEVELOPMENT |
| | | | | |

| Committee Name | Chair (Yes or No) | Meeting Date | Quarterly Report Date | Description |
|---|---|---|---|---|
| HEALTH COMMITTEE | YES | MARCH 13, 2024 | MARCH 2024 | Community Assessment Survey |
| | | | | |

**Other**

| Type | Date | Description |
|---|---|---|
| | | |
| | | |

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

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

# Manor City Council
# Monthly Report

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

Start Date: 03/01/2024 End Date: 03/31//2024

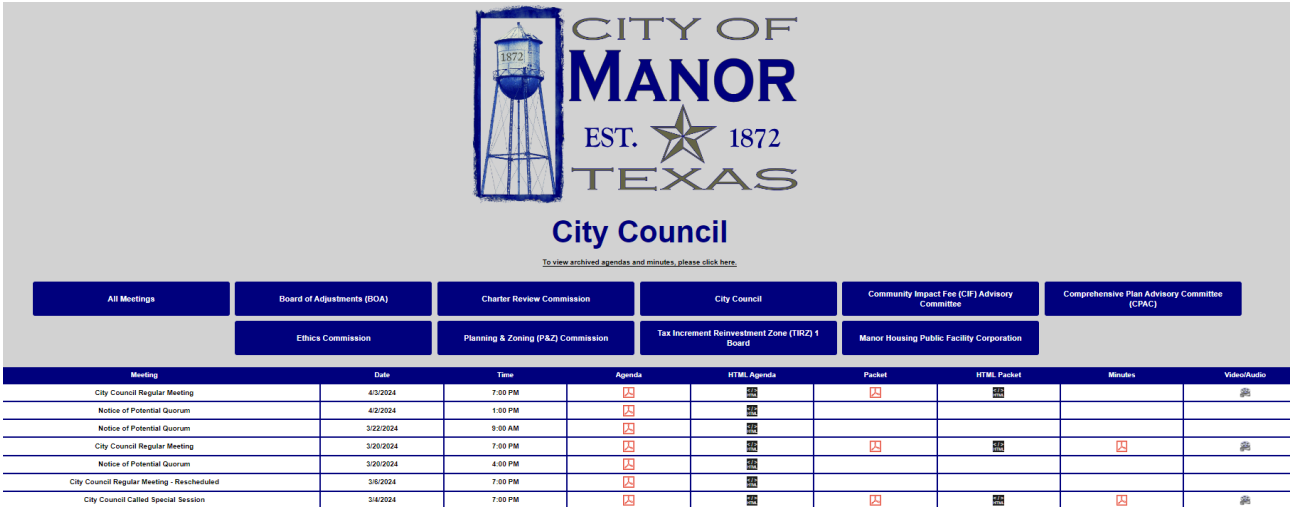
| Tier | Meeting Criteria and Compensation Guidelines |
|---|---|
| I | Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized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

# TIER 1

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

## City Council Meetings/Special Called Sessions/Workshops

| Type of Meeting | Date | Description |
|---|---|---|
| Regular Council Meeting | 3/4<br>3/20 | Regular Meetings |
| Training AHMO | 3/6<br>3/7<br>3/8 | AHMO Spring Conference |
| Meeting | 3/22 | Catalyst Commercial Inc. |



AHMO

ASSOCIATION *of* HISPANIC MUNICIPAL OFFICIALS

**Thursday, March 7**

8:00 a.m. – 4:00 p.m.
**Registration**

9:00 – 9:15 a.m.
**Conference Opening Remarks**
**AHMO President Marissa Ximenez**, Council Woman, Place 1, City of Floresville

9:15 – 9:45 a.m.
**Welcome**
**Mayor Rolando Salinas**, City of Eagle Pass

9:45- 10:30 a.m.
**Alternative Strategies for Developing Local Governmentally Owned Affordable Housing in Cities and Counties**
**Bill Avila**, Attorney, Bracewell

10:30- 11:00 a.m.
**Break**

11:00 – 11:45 a.m.
**Building the Toolbox: Leveraging Incentives, Special Districts, and Land Use Authority to Increase Economic Vitality and Build Public Infrastructure**
**Rob Killen**, Attorney, Killen, Griffin & Fairrmond

11:45 a.m. – 12:45 p.m.
**Lunch** - Catered by Parrilla de San Miguel

12:45 – 1:30 p.m.
**Cyber Intelligence: Texas Business Attributes that Make it a Better Place to do Business**
**Israel Martinez**, CEO and Chairman, Axon Global Services

1:30 – 2:15 p.m.
**Advantages of Working in the AEC Industry in South Texas**
**Eddie Delagarza, CEO, Triun**

MANOR
EST. TEXAS 1872

# Notice of Potential Quorum

03/22/2024 09:00 AM
Manor City Hall, Council Chambers, 105 E. Eggleston St.

***The City of Manor is committed to compliance with the Americas 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.***

This will give notice that a quorum of the Manor City Council might be attending a workshop exercise with Catalyst Commercial Inc. on Friday, March 22, 2024, at Manor City Hall, 105 E. Eggleston Street, Manor, Texas.

This is not a regularly scheduled meeting of the Manor City Council, but this notice is being posted in compliance with the Texas Open Meetings Act if any city business is discussed. The City Council can take no action during this engagement.

**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: Monday, March 18, 2024, by 5:00 PM and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

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

# TIER 2

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

## Committee Meetings (minimum of 2 and Chair of 1)

| Committee Name | Chair (Yes or No) | Meeting Date | *Quarterly Report Date | Description |
|---|---|---|---|---|
| Capital Improvements | No | 3/21 | April | Regularly scheduled committee meetings. |
| Emergency Management Committee | No | 03/05 | | Meeting to plan for upcoming Eclipse |
| Tree Advisory Committee | Yes | | April | |

GBA

9601 Amberglen Blvd. #109
Austin, TX 78729

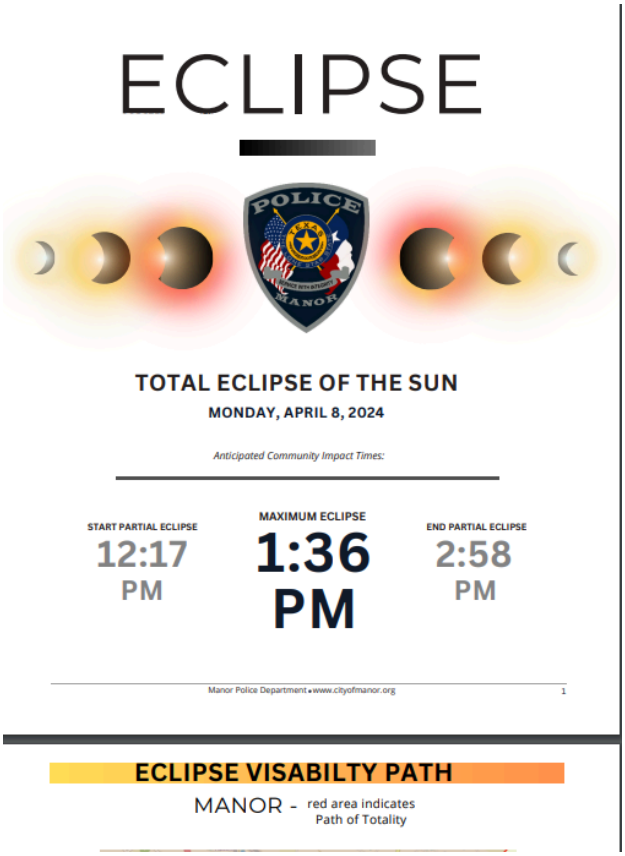
CAPITAL COMMITTEE MEETING AGENDA

Project name: Capital Committee Meeting
Project number: 14667.00
Date: 3/21/2024
Time: 3:00 PM
Attendees: Matthew Woodard (Meeting Organizer)
Dela Hill
Maria Amezcua
Scott Moore
Scott Dunlop
Frank Phelan
Pauline Gray

Agenda

- Meeting Review:
  1. Last Meeting 2/28/2024
  2. Projects Completed/Started/Milestones Since Last Meeting:
  3. No. of Projects in Progress: 17
- Current CIF Status: Presentation of Advisory Committee recommendations to the City Council for the Transportation CIF to occur in April.
- CIP Projects (FY 2023-2025)
  1. Planned Projects: Next set of priority 2023 bond-funded projects.
  2. Wilbarger WWTP Phase 2 Project: Status Update
- Review planned projects:
- Review of funding sources:
- Establishment of new project funding sources for selected projects: Submitted potential capital project funding via Representative Michael McCaul's office. Potential projects submitted:
  1. Water line and elevated storage tank for lower Cottonwood and Willow Creek basin areas;
  2. Water line loop along the south side of US 290 from Kimbro Road area, east to Voelker Lane, south to Ballerstedt Road and west along Littig road back towards Kimbro Road;
  3. East Travis Regional Trunk Main and WWTP
  4. Willow Creek WW Collection Lines (51&21)
  5. Schematic/NEPA for US290 from District Boundary to the County Line

- Next steps:
- Next meeting date:




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

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

# TIER 3

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

**Community Meetings (minimum of 2)**

| Individual/ Group | Date | Description |
|---|---|---|
| HOA:Presidential Glen | 3/11<br>3/12<br>3/18<br>3/21<br>3/22<br>3/27<br>3/28 | ACC Requests/Pool Furniture Order/Late Fee Review<br>Mulching Playgrounds<br>Community Yard Sale Planning/Violation Discussions<br>Late Accounts<br>Flag Pole Discussions/Late Fee Reviews<br>Planning for Quarterly Meeting<br>March/April Work Session Planning |
| Other: | | |



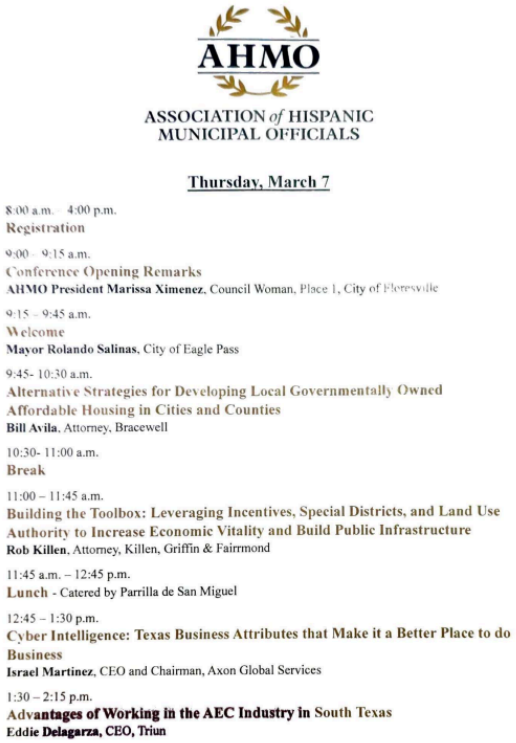

- Please submit any backup material for Tier 3 that supports your community involvement and attendance.

# TIER 4

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

**Regional Meetings**

| Group Name | Date | Description |
|---|---|---|
| AHMO | 3/6<br>3/7<br>3/8 | AHMO Spring Conference |



AHMO

ASSOCIATION *of* HISPANIC MUNICIPAL OFFICIALS

**Thursday, March 7**

8:00 a.m. – 4:00 p.m.
**Registration**

9:00 – 9:15 a.m.
**Conference Opening Remarks**
**AHMO President Marissa Ximenez**, Council Woman, Place 1, City of Floresville

9:15 – 9:45 a.m.
**Welcome**
**Mayor Rolando Salinas**, City of Eagle Pass

9:45- 10:30 a.m.
**Alternative Strategies for Developing Local Governmentally Owned Affordable Housing in Cities and Counties**
**Bill Avila**, Attorney, Bracewell

10:30- 11:00 a.m.
**Break**

11:00 – 11:45 a.m.
**Building the Toolbox: Leveraging Incentives, Special Districts, and Land Use Authority to Increase Economic Vitality and Build Public Infrastructure**
**Rob Killen**, Attorney, Killen, Griffin & Fairrmond

11:45 a.m. – 12:45 p.m.
**Lunch** - Catered by Parrilla de San Miguel

12:45 – 1:30 p.m.
**Cyber Intelligence: Texas Business Attributes that Make it a Better Place to do Business**
**Israel Martinez**, CEO and Chairman, Axon Global Services

1:30 – 2:15 p.m.
**Advantages of Working in the AEC Industry in South Texas**
**Eddie Delagarza**, CEO, Triun

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

# Manor City Council
# Monthly Report

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

Start Date: 03/01/2024 End Date: 03/31/2024

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

# TIER 1

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

**City Council Meetings/Special Called Sessions/Workshops**

| Type of Meeting | Date | Description |
|---|---|---|
| CM | 03/04/2024 | |
| CM | 03/20/2024 | |

**Other Meetings**

| Type of Meeting | Date | Description |
|---|---|---|
| SH130 corridor lunch | 03/28/2024 | |
| MDD workshop | 03/22/2024 | |

**Other**

| Type | Date | Description |
|---|---|---|
| | | |
| | | |

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

# TIER 2

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

**Committee Meetings (minimum of 2 and Chair of 1)**

| Committee Name | Chair (Yes or No) | Meeting Date | *Quarterly Report Date | Description |
|---|---|---|---|---|
| Parks Meeting | Y | 03/14/2024 | April 8 2024 | |
| | | | | |

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

**Other**

| Type | Date | Description |
|---|---|---|
| | | |
| | | |

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

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

# TIER 4

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

**Regional Meetings**

| Group Name | Date | Description |
|---|---|---|
| AHMO Conference | 03/06/2024 - 03/07/2024 | |
| | | |
| | | |

**Other**

| Type of Meeting | Date | Description |
|---|---|---|
| | | |
| | | |
| | | |

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

AHMO

ASSOCIATION *of* HISPANIC MUNICIPAL OFFICIALS

## Thursday, March 7

8:00 a.m. – 4:00 p.m.
**Registration**

9:00 – 9:15 a.m.
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12:45 – 1:30 p.m.
**Cyber Intelligence: Texas Business Attributes that Make it a Better Place to do Business**
**Israel Martinez**, CEO and Chairman, Axon Global Services

1:30 – 2:15 p.m.
**Advantages of Working in the AEC Industry in South Texas**
Eddie **Delagarza**, CEO, Triun

Open Mic

# Manor City Council
# Monthly Report

Name: **Aaron Moreno** Place/Position **Council member Place 5**

Start Date: 03/01/24 End Date: 03/31/24

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

# TIER 1

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

**City Council Meetings/Special Called Sessions/Workshops**

| Type of Meeting | Date | Description |
|---|---|---|
| City Council Called Special Session | 3/4/24 | Attended the called special session |
| Regular City Council Meeting | 3/20/24 | Attended regular city council meeting. |
| | | |
| | | |
| | | |

**Other Meetings**

| Type of Meeting | Date | Description |
|---|---|---|
| Manor Downtown Design | 3/22/24 | Attended the Manor downtown design workshop with Catalyst Commercial inc |
| | | |

**Other**

| Type | Date | Description |
|---|---|---|
| Ribbon cutting | 3/20/24 | Ribbon cutting for East Manor Development No. 1 |
| Easter Egg Heli Drop | 3/30/24 | Attended the First ever Easter egg heli drop. |

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



# TIER 2

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| | *Request budget funding as necessary |

**Committee Meetings (minimum of 2 and Chair of 1)**

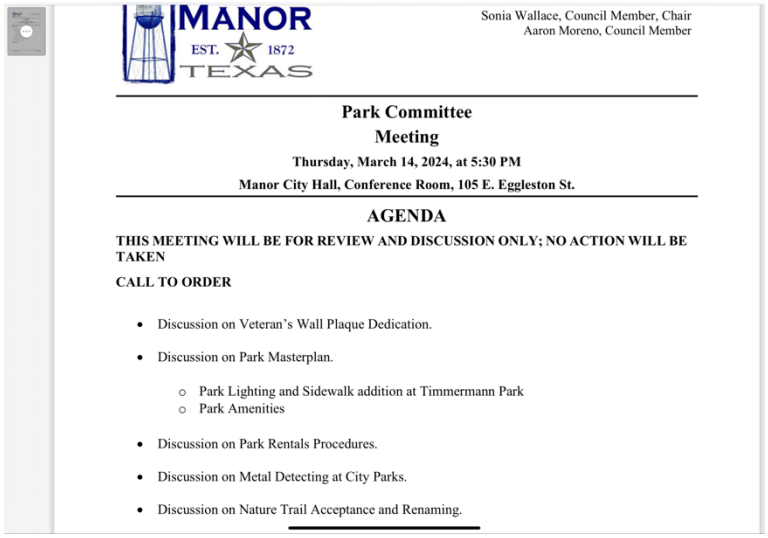
| Committee Name | Chair (Yes or No) | Meeting Date | *Quarterly Report Date | Description |
|---|---|---|---|---|
| Emergency Management | No | 3/5/24 | | Met with the emergency management committee on Preparations for the eclipse. |
| Parks Committee | No | 3/14/24 | | Discussion of parks master plan, Veteran wall plaque, parks rental Procedures, metal detecting, nature trail acceptance and renaming. |
| | | | | |

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

**Other**

| Type | Date | Description |
|---|---|---|
| | | |
| | | |

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



MANOR
EST. 1872
TEXAS

Sonia Wallace, Council Member, Chair
Aaron Moreno, Council Member

**Park Committee**
**Meeting**
**Thursday, March 14, 2024, at 5:30 PM**
**Manor City Hall, Conference Room, 105 E. Eggleston St.**

## AGENDA

**THIS MEETING WILL BE FOR REVIEW AND DISCUSSION ONLY; NO ACTION WILL BE TAKEN**

**CALL TO ORDER**

- Discussion on Veteran's Wall Plaque Dedication.
- Discussion on Park Masterplan.
  - Park Lighting and Sidewalk addition at Timmermann Park
  - Park Amenities
- Discussion on Park Rentals Procedures.
- Discussion on Metal Detecting at City Parks.
- Discussion on Nature Trail Acceptance and Renaming.

# TIER 3

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| | *Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours |

**State/County Meetings**

| Type of Meeting | Date | Description |
|---|---|---|
| | | |
| | | |

**Community Meetings (minimum of 2)**

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

**Other**

| Type | Date | Description |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

AHMO

ASSOCIATION *of* HISPANIC MUNICIPAL OFFICIALS

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Open Mic

# TIER 4

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|---|---|
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| | *Active attendance and participation and provide an update to City Council is a requirement |

**Regional Meetings**

| Group Name | Date | Description |
|---|---|---|
| Association of Hispanic Municipal Officials (AHMO) | 3/7 – 3/8 2024 | Attended the AHMO 2024 Spring Conference |
| | | |
| | | |

**Other**

| Type of Meeting | Date | Description |
|---|---|---|
| | | |
| | | |
| | | |

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

# AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 17, 2024
**PREPARED BY:** Scott Moore, City Manager
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

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

**BACKGROUND/SUMMARY:**

- 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
- Community Development – Yalondra Valderrama Santana, Heritage & Tourism Manager
- Municipal Court – Sofi Duran, Court Administrator
- 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

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

- March 2024 Department Monthly Reports

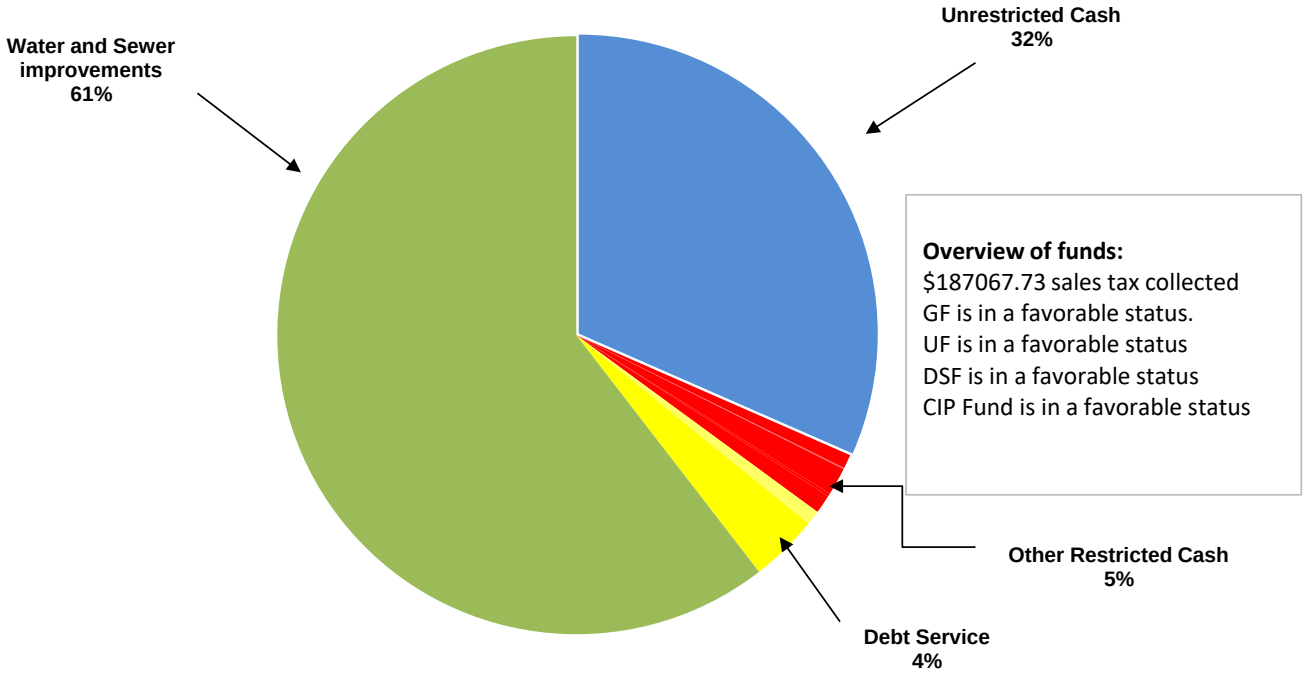
**STAFF RECOMMENDATION:**

The city staff recommends that the City Council approve and accept the March 24 Departmental Reports.

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

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

| CASH AND INVESTMENTS | GENERAL FUND | UTILITY FUND | DEBT SERVICE FUND | SPECIAL REVENUE FUNDS | CAPITAL PROJECTS FUND | TOTAL |
|---|---|---|---|---|---|---|
| Unrestricted: | | | | | | |
| Cash for operations | 13,839,221 | 13,380,225 | | | | 27,219,446 |
| Restricted: | | | | | | |
| Tourism | | | | 652,145 | | 652,145 |
| Court security and technology | 57,955 | | | | | 57,955 |
| Rose Hill PID | | | | 1,299,569 | | 1,299,569 |
| Manor Heights TIRZ | | | | 129,962 | | 129,962 |
| Customer Deposits | | 873,692 | | | | 873,692 |
| Park | 672,376 | | | | | 672,376 |
| Debt service | | | 3,177,505 | | | 3,177,505 |
| Capital Projects | | | | | | - |
| Water and sewer improvements | | | | 9,668,455 | 42,466,723 | 52,135,179 |
| TOTAL CASH AND INVESTMENTS | $ 14,569,552 | $14,253,917 | $ 3,177,505 | $ 11,750,131 | $ 42,466,723 | $ 86,217,828 |



# Manor Police Department

# Monthly Report March 2024

# Manor Police Department By The Numbers

| | | |
|---|---|---|
| | **1646**<br>Number of calls for service | **53**<br>Average calls per day |
|  | Total Training Hours | 2777* |
|  | Mental Health Calls | 8 |
|  | Juvenile Detentions | 3 |

* Includes academy training hours

# Interactions



**6**
Community Events

**1**
Hosted Events

**5**
External Events



**0:02:02**
Average response time



**2.5**
The average number of people an officer interacts with per call.

**1.67**
The average number of people an officer interacts with per stop.



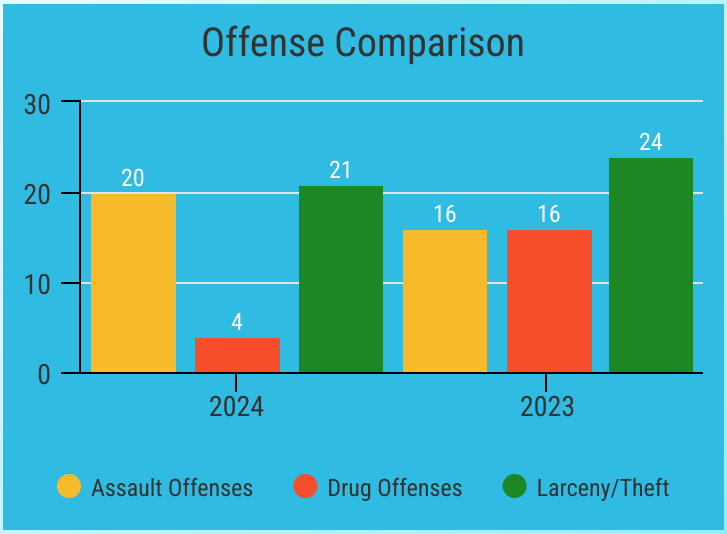
**2,115**
The estimated number people officers interact with on calls alone.

**1,206**
The estimated number people officers interact with on stops alone.

**3,321**
The estimated number people officers interact with total.

# Criminal Offenses

## National Incident Based Reporting System

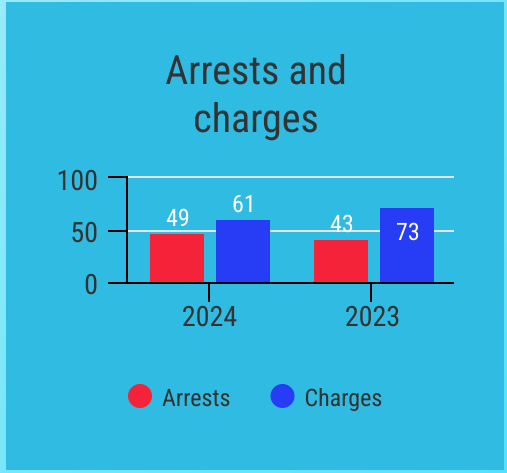


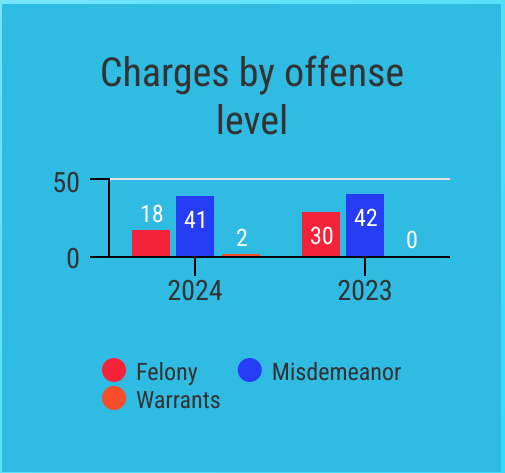

| Offense Group | 2024 | 2023 |
|---|---|---|
| Group A | 65 | 72 |
| Group B | 88 | 87 |

| Crime Type | 2024 | 2023 |
|---|---|---|
| Persons | 17 | 15 |
| Property | 30 | 36 |
| Fraud | 10 | 2 |
| Crimes against Children | 4 | 1 |
| Other | 93 | 105 |

## Incident Reports, Total Offenses, and Arrests



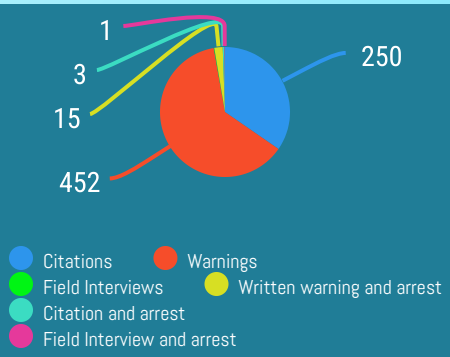

*Group A offenses are 22 offense categories, including but not limited to assaultive offenses, sex offenses, larceny, arson, and prostitution, where extensive data is collected.
Group B offenses consist of 11 offense categories, including but not limited to bad checks, DWI, non-violent family offenses,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

# Traffic Enforcement Analysis



**722**

**Total traffic stops conducted**






**19**

Traffic stops resulting in a citation with an arrest, traffic stops resulting in a warning with an arrest, and field interviews that resulted in an arrest.
2.63% of all stops resulted in an arrest



**31 searches out of 722 stops**

Officers conducted a search of the vehicle based on consent, contraband in plain view, incident to arrest, inventory, or probable cause.
4.29% of all stops resulted in a search




**17**

Contraband, such as alcohol and drugs, was discovered as a result of the stop.
77.27% of searches produced contraband

# Traffic Enforcement Analysis



**Crashes & DWI**

**Responded to 54**

**3** Involving Alcohol or Drugs

**18** DWI Arrests

## DWI Arrests by the numbers*

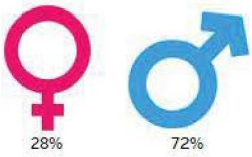
LEADRS
Law Enforcement Advanced Data Reporting System

### Manor Police Department DWI Profile - March 2024

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|---|---|---|---|---|---|---|
| 5 | 2 | 1 | 1 | 1 | 4 | 4 |

**Total Cases**
18

Average BAC: 0.171




| | |
|---|---|
| 21 to 29 | 9 |
| 30 to 39 | 4 |
| 40 to 49 | 4 |
| Over 60 | 1 |

| | |
|---|---|
| Hispanic | 16 |
| White | 2 |

**Suspected Impairment**

| | |
|---|---|
| Alcohol Only | 16 |
| Alcohol and Drug | 2 |

**Reason for Contact**

| | |
|---|---|
| Weaving/Fail to maintain single lane | 8 |
| Stopping problems (too far, too short, or to jer.. | 5 |
| 911 call or Dispatched | 5 |
| Suspicious Vehicle/Welfare Concern | 4 |
| Slow or failing to respond to officer's signals | 4 |
| Slow response to traffic signals | 3 |
| Crash | 3 |
| Unnecessary acceleration or deceleration | 2 |
| Stopping in lane for no apparent reason or unre.. | 2 |
| Speeding | 2 |
| Ran stop sign/light | 2 |
| Improper or unsafe lane change | 2 |
| Varying speed | 1 |
| Turning with a wide radius or improper turn | 1 |
| Requested by other officer | 1 |
| Expired Registration | 1 |
| Almost striking object or vehicle | 1 |

| | |
|---|---|
| 12 AM | 1 |
| 1 AM | 2 |
| 2 AM | 6 |
| 3 AM | 2 |
| 4 PM | 1 |
| 7 PM | 1 |
| 8 PM | 1 |
| 9 PM | 2 |
| 10 PM | 1 |
| 11 PM | 1 |

# Travis County Emergency Services District No.12

**Office of the Fire Chief**
11200 Gregg Lane. • PO Box 846
Manor, Texas 78653
O: 512-272-4502 • F: 512-428-5114


# Operational/Prevention Summary – March 2024

| Calls - Month | Calls by Unit | | Calls - CYTD |
|---|---|---|---|
| **2024 - 423 (+4.1%)** | Eng1201 - 94 | SQ1201 - 186 | **2024 - 1222 (-2.4%)** |
| 2023 - 406 (+24.5%) | Eng1202 - 88 | Eng1203 - 132 | 2023 - 1253 (+11.0%) |
| 2022 - 326 | Bat1201 – 28 | FMO1201 – 10, | 2022 - 1128 |
| | SQ1203 – 61 | 155 call reviews | |

**AVG Response Time - Month**
8 min, 46 sec

**AVG Response Time - CYTD**
8 min, 55 sec

| Aiding Departments | Month Received | Month Given | CYTD Received | CYTD Given |
|---|---|---|---|---|
| Austin FD | 3 | 1 | 12 | 4 |
| Bastrop Co. ESDs | 0 | 0 | 0 | 1 |
| BT1/ESD 13 | 0 | 0 | 0 | 1 |
| Elgin VFD | 0 | 0 | 0 | 0 |
| TC ESD 2 | 3 | 18 | 15 | 40 |
| TC ESD 11 | 5 | 0 | 12 | 1 |
| TC ESD 9/6/3 | 0 | 0 | 0 | 0 |
| WILCO Dept's | 0 | 0 | 0 | 1 |
| ---------- | ---------- | ---------- | ---------- | ---------- |
| **TOTAL** | **11** | **19** | **39** | **48** |

## Incident by Type

| | | | | | |
|---|---|---|---|---|---|
| 100 Fire…… | 72 | 200 Rupture/Explosion... | 0 | 300 EMS/Rescue | 299 |
| 400 Hazardous Condition. | 7 | 500 Service Call……. | 25 | 600 Good Intent. | 9 |
| 700 False Calls…… | 11 | 900 Other…… | 0 | 800 Nat. Disaster | 0 |

## Training and Events

- Ember called out to Hutto and Lake Travis for arson investigation
- Frontline annual physicals begin
- Entry level testing (13 applicants)
- DCPE in person training
- K9CCC
- Manor Elem. Career Day / MSHS Career Fair
- Quarterly Drill – Consumption drill

## Awards and Recognition

- FL. Kaucher 17yrs.
- FL. Burch 9yrs.
- Insp. Ford 6yrs.
- FE. Muston and R. Rhea 4yrs.
- FL. Speir and FE. Johnson 3yrs.

**Travis County Emergency Services District No.12**
**Office of the Fire Chief**
11200 Gregg Lane. • PO Box 846
Manor, Texas 78653
O: 512-272-4502 • F: 512-428-5114

# Operational/Prevention Summary – March 2024

**Prevention Division Activities (ESD/CoM)**

Builder | Developer Mtgs…….....0 (0/0)
Reviews…….....40 (19/21)
Under Review……..…….12 (7/5)
Re-submittals……28 (17/11)
Approvals / Permits Issued……21 (8/13)
Awaiting Response from Applicant…..5 (2/3)
Review Turn-Around (AVG last 30 days) 6 days

Site Visits..……...56
Initial Inspections …….....46 (29/17)
Reinspection.....4 (1/3)
Residential Inspections.....3 (1/2)
Investigation Responses….....5 (3/2)
Hydrant Inspections/Tests.....5

###

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# MEMO

To: Mayor and City Council Members

From: Scott Jones, Economic Development Director

Date: April 17, 2024

RE: **March 15 to April 13 Economic Development Department Activity**

---

- Multiple ED incentive applications out, 6 Economic Impact Studies and one Rental Assistance Program Application in process; multiple Chapter 380 Agreement negotiations upcoming (alerted Knight law firm);
- Received 9 RFP responses for the E. Manor Development #1 Feasibility Study and one direct proposal: dated, logged and opened; reviewed proposals, commented, assessed, created spreadsheet and distributed to balance of review committee to score; 4/19 award by City Manager requested to add to 4/17 Council agenda for vote;
- Manor Downtown Design Workshop with Catalyst Commercial team held at City Hall and input/ideas being integrated into next step programming;
- Met with Ginsel tract owner's reps re: large retail discounter prospect; showed land to DFW golf cart showroom prospect;
- Met with brokers from Colliers on local land prospect; met downtown building owners on a historic building they want to sell;
- Discussed Krantz 22 acres next to E. Manor Dev. #1 with Adam Green (Stream Realty) and Jimmy Krantz;
- Met with Dalfen principals on annexation; call with City and Dalfen attorneys re: same;
- Manor Economic Foundation Board Meeting at Big Austin HQ;
- Toured Manor with Bob Farley, VP of Opportunity Austin to show him properties and progress;
- Capital Project and Infrastructure Project Status Meeting with GBA;
- Pflugerville Community Development Corp "Pfarm to Pfab" event attendance – Mayor Harvey panelist;
- Met with Colin Armstrong and Greg Gitcho on Hill Ln. property annexation; they want a storage yard industrial use, but no reason to annex if no improvements are made;
- Congressman Casar Grant Award Event – Manor City Hall;
- Met J.E. Dunn Construction reps on state of the industry: costs, availability, rates, forecast; shared findings with City Manager;
- New Website migration kickoff with Qually: still don't have login access through CivicPlus; Mr. Dunlop is researching;
- Followed up on solid waste RFP for city collection services; consultant to publish 4/26;

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# MEMO

- Attended Opportunity Austin Regional Planning Meeting; attended Opportunity Austin EDC Meeting;
- Met Opportunity Austin re: sponsorship package; responded to 3 Opportunity Austin RFPs;
- Attended 2 Regular City Council Meetings and 4 Staff Meetings.

# DEVELOPMENT SERVICES DEPARTMENT REPORT

## PROJECT VALUATION AND FEE REPORT

### March 1-31, 2024

| Description | | Projects | Valuation | Fees | Detail |
|---|---|---|---|---|---|
| Commercial | | | | | |
| | Demolition (C) | 1 | $10,000.00 | $263.00 | |
| | Electrical (C) | 1 | $4,830.00 | $313.00 | |
| | Mechanical-HVAC (C) | 1 | $2,650.00 | $263.00 | |
| | Multifamily New (C) | 1 | $1,835,632.00 | $157,666.80 | Aveyln Apartments (Manor PFC project) |
| | Remodel/Repair (C) | 1 | $25,000.00 | $1,389.60 | E-Styles Salon |
| | Right of Way (C) | 1 | $0.00 | $303.00 | |
| | Sign (C) | 3 | $14,739.80 | $471.00 | |
| | Tenant Finish-Out (C) | 1 | $10,999,204.00 | $27,330.00 | Keurig/Dr. Pepper |
| | ***Totals*** | ***10*** | ***$12,892,055.80*** | ***$187,999.40*** | |
| Residential | | | | | |
| | Accessory (R) | 6 | $338,720.00 | $2,070.00 | |
| | Deck/Patio (R) | 2 | $15,000.00 | $440.00 | |
| | Demolition (R) | 1 | $128,000.00 | $123.00 | |
| | Driveway (R) | 1 | $5,000.00 | $138.00 | |
| | Electrical (R) | 3 | $69,725.00 | $414.00 | |
| | Foundation Repair (R) | 4 | $65,378.20 | $467.00 | |
| | Irrigation (R) | 24 | $46,836.12 | $3,041.00 | |
| | Mechanical-HVAC (R) | 4 | $52,695.00 | $640.00 | |
| | Multifamily New (R) | 7 | $34,407,471.00 | $88,687.40 | Aveyln Apartments (Manor PFC project) |
| | New (R) | 74 | $23,494,856.50 | $630,834.90 | |
| | Plumbing (R) | 5 | $18,837.23 | $630.00 | |
| | ***Totals*** | ***131*** | ***$58,642,519.05*** | ***$727,485.30*** | |
| | **Grand Totals** | **141** | **$71,534,574.85** | **$915,484.70** | |

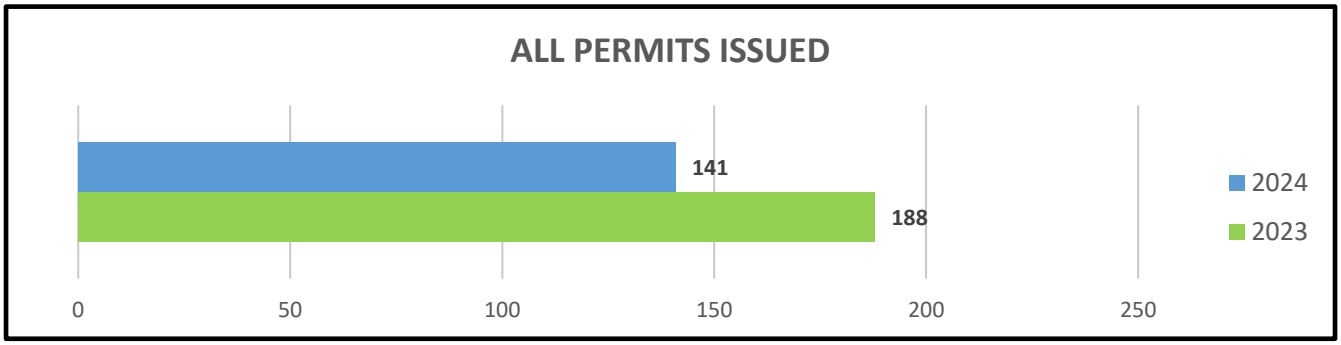
Total Certificate of Occupancies Issued: 36

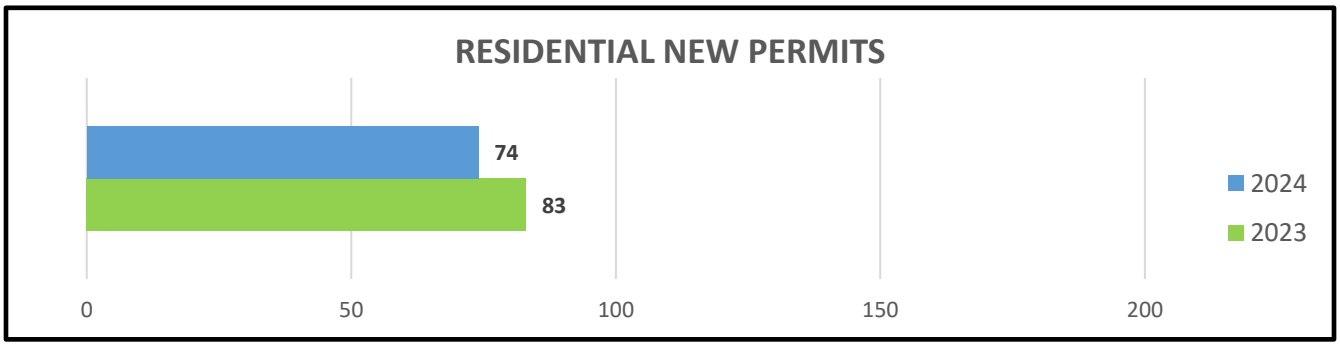
Total Inspections(Comm & Res): 1,315

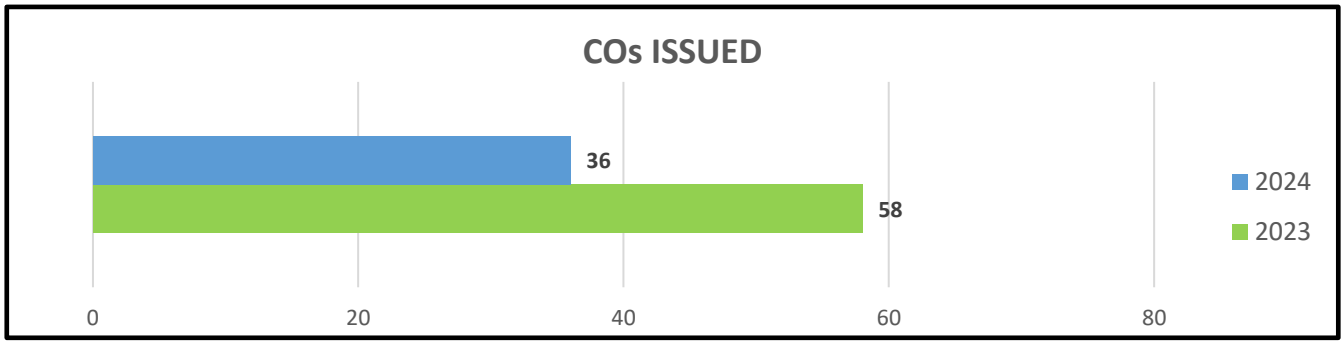
*Scott Dunlop, Development Services Director*

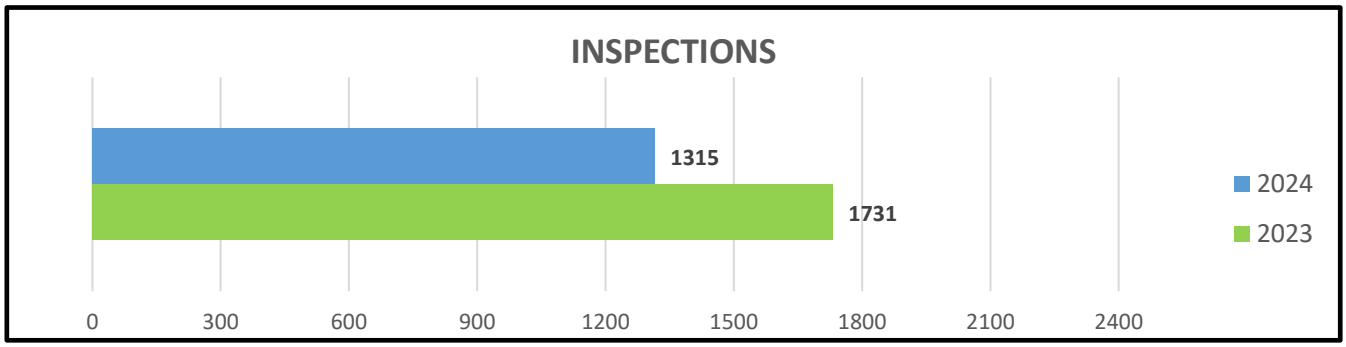
# March 2024

DEPARTMENT OF DEVELOPMENT SERVICES
SCOTT DUNLOP, DIRECTOR




*Charts displayed at different scales

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# MEMO

To: Mayor and City Council Members

From: Yalondra M. Valderrama Santana, Heritage & Tourism Manager

Date: April 17, 2024

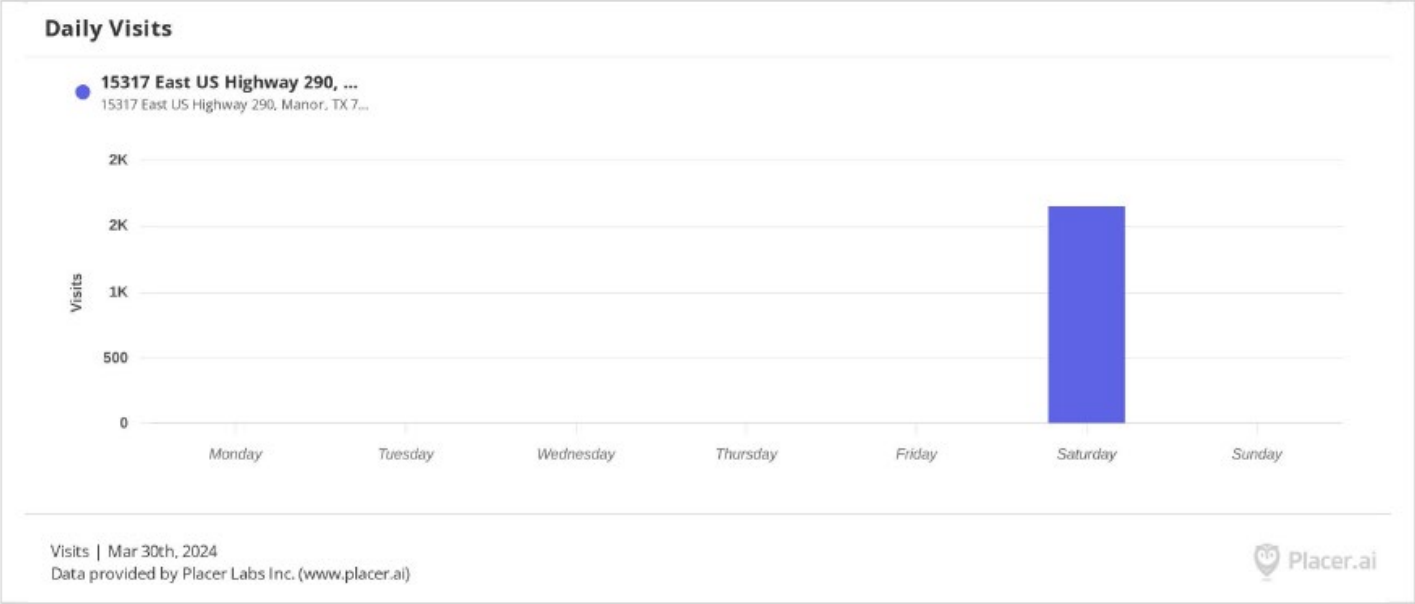
RE: **March Report**

---

## PAST EVENT

**Easter Egg-Heli-Drop**
Sat, March 30th from 11am to 3pm
East Manor Development No.1, 15317 US Hwy 290 E. Manor
Event Data:

- Cellular Report Attendees = 1.7K
- Attendees Report = 2.5K




- Marketing Report:
  - # of Audio Impressions = 45.91K
  - # of Audio Play = 40.28K
  - % of Audio Completion = 87.22%

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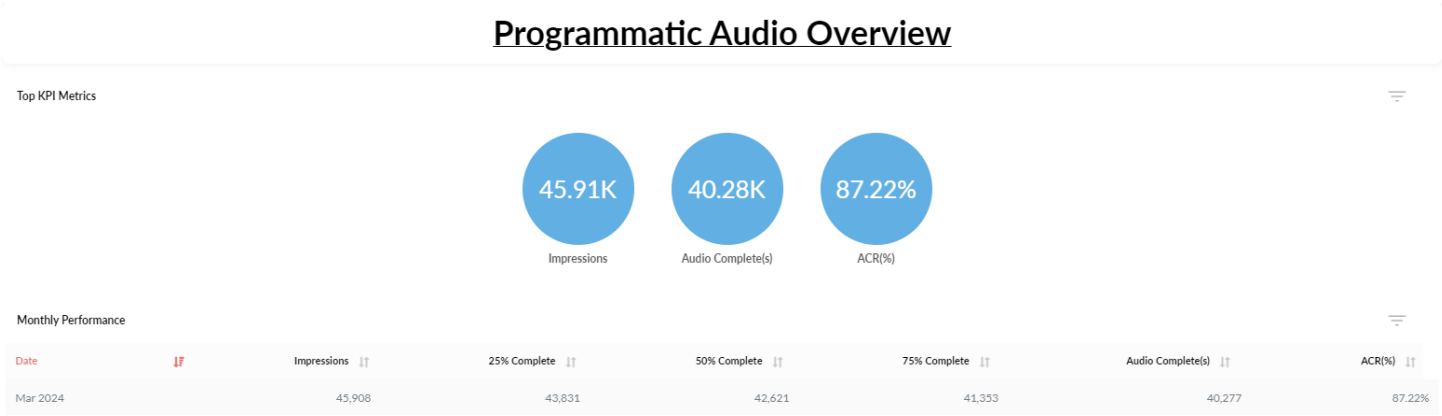
# MEMO

## Programmatic Audio Overview




- Vendors:
  - Food Trucks = 2
    - Both vendors sold out by 2:30pm
  - Market Vendors = 23
- Giveaways:
  - Manor's Bags with art and crafts = 350
  - Manor's swag = over 1,000
  - Easter Egg = 10,000

**UPCOMING SPRING & SUMMER SPECIAL EVENTS**

**4TH Annual ManorPalooza**
Fri, May 3rd from 5pm to 10pm & Sat, May 4th from 11am to 11pm
Manor Art Park, 111 S Lexington St. Manor

**PROPOSE FALL EVENTS**

**Manor's 1st Food Truck War**
Date: Sat., Oct. 19th
East Manor Development No.1, 15317 US Hwy 290 E. Manor

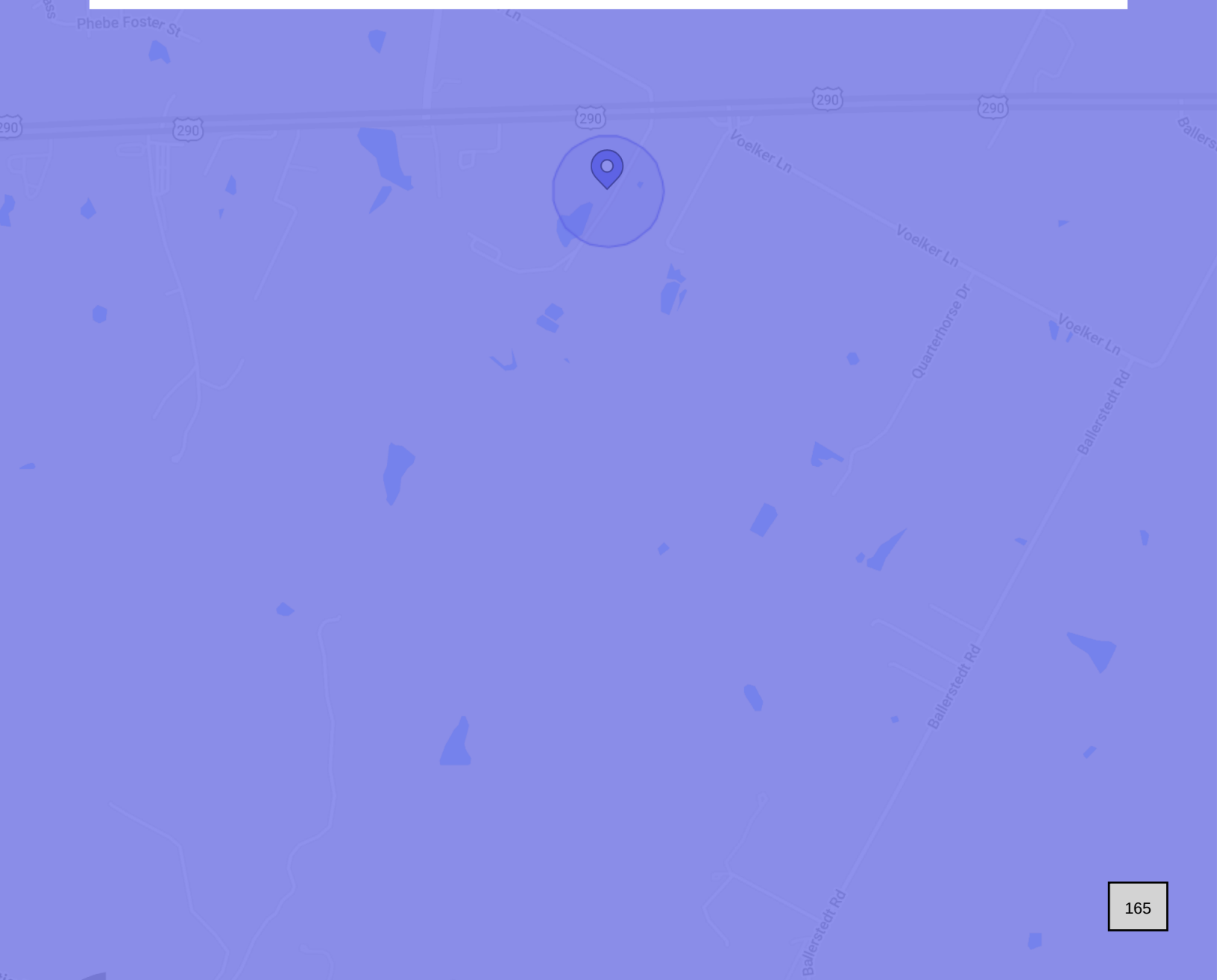
**Manor's 1st Wino Festival**
TBD
East Manor Development No.1, 15317 US Hwy 290 E. Manor

# Property Overview

Mar 30 - Mar 30, 2024

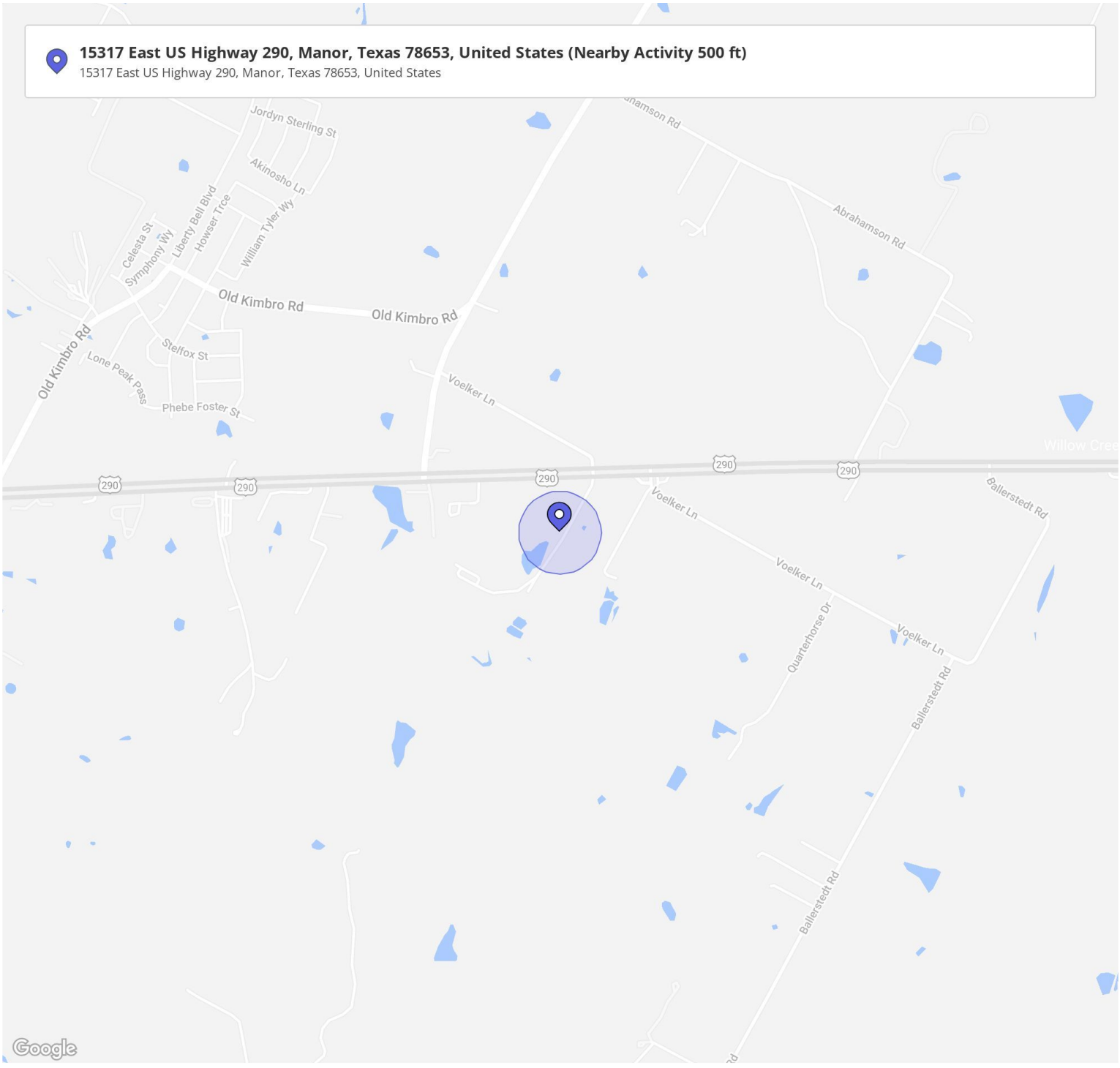
Property:

1E **15317 East US Highway 290, Manor, Texas 78653, United States (Nearby Activity 500 ft)**
15317 East US Highway 290, Manor, TX 78653



# Property Overview

Mar 30 - Mar 30, 2024



# Property Overview

Mar 30 - Mar 30, 2024

## Metrics

**15317 East US Highway 290, Ma...**
15317 East US Highway 290, Manor, TX 78653

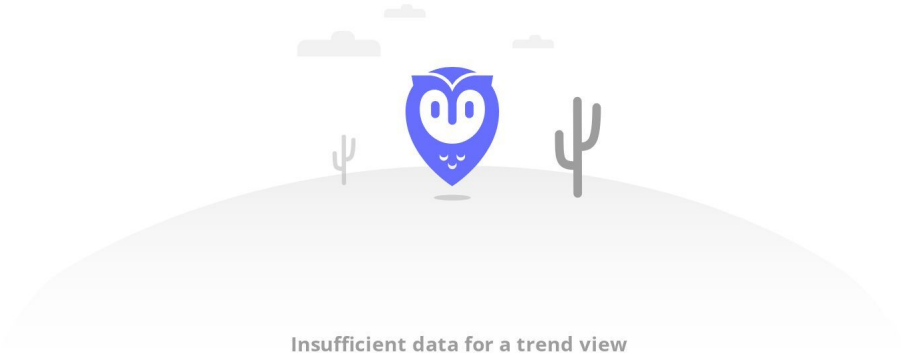
| | | | |
|---|---|---|---|
| Visits | 1.7K | Panel Visits | 103 |
| Visitors | 1.7K | Visits YoY | N/A |
| Visit Frequency | 1 | Visits Yo2Y | N/A |
| Avg. Dwell Time | 21 min | Visits Yo3Y | N/A |

Mar 30th, 2024
Data provided by Placer Labs Inc. (www.placer.ai)

Placer.ai

## Visits Trend

**15317 East US Highway 290, ...**
East US Highway 290, Manor, TX



**Insufficient data for a trend view**

Try selecting a longer time period for the report

Weekly | Visits | Mar 30th, 2024
Data provided by Placer Labs Inc. (www.placer.ai)

Placer.ai

# Property Overview

Mar 30 - Mar 30, 2024

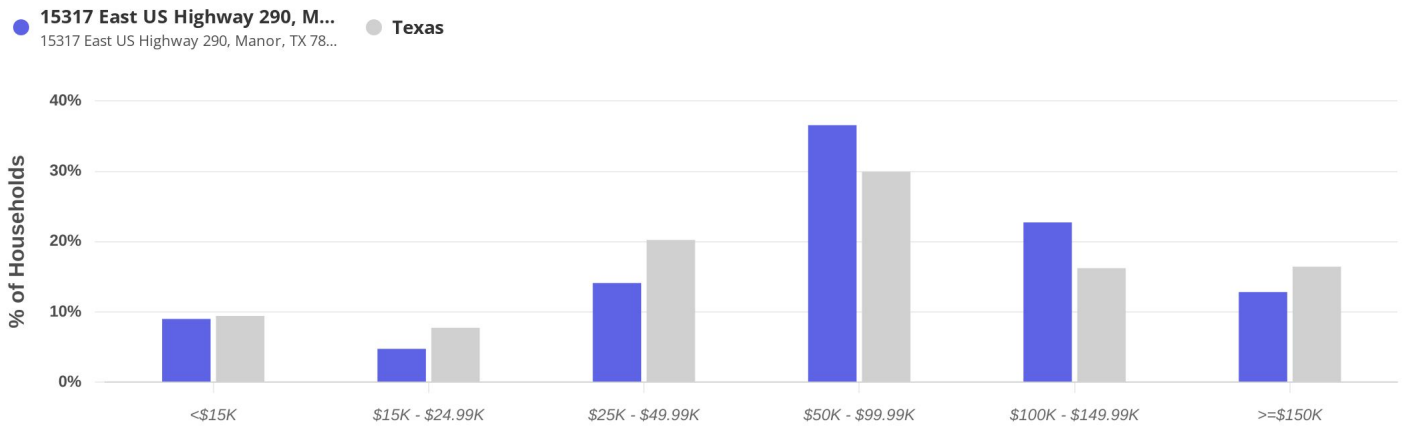
## Audience Overview

### Summary

| *Property* | Median Household Income | Bachelor's Degree or Higher | Median Age | Most Common Ethnicity | Persons per Household |
|---|---|---|---|---|---|
| **15317 East US High...** East US Highway 290, M... | $83.3K | 42.0% | 30.3 | Hispanic or Latino (45%) | 2.76 |
| **Texas** | $67.9K | 31.5% | 35.0 | White (40.7%) | 2.82 |

Mar 30th, 2024 | Data Source: Census 2021
Data provided by Placer Labs Inc. (www.placer.ai)

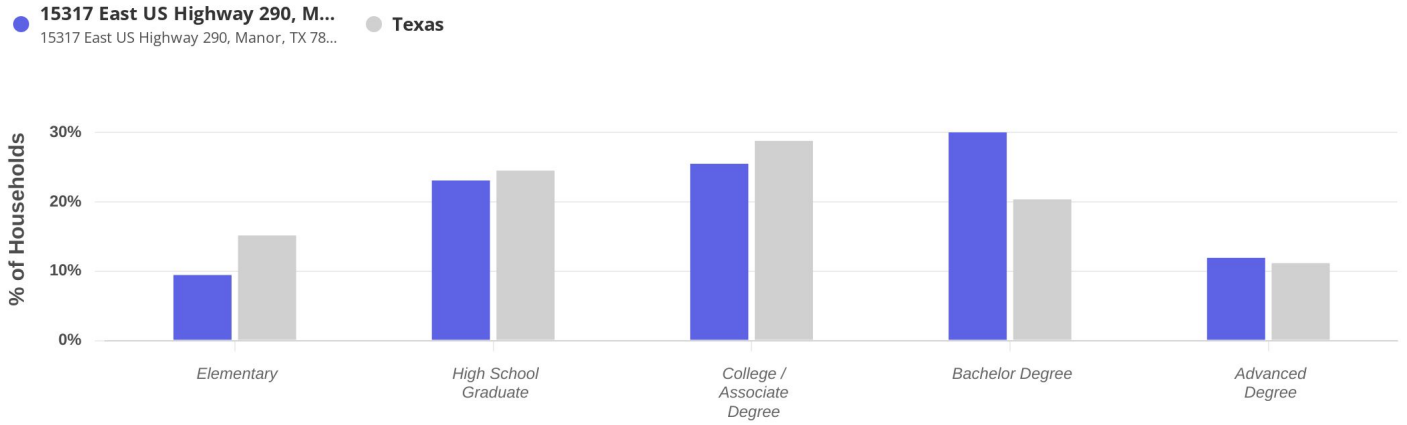
## Household Income




Mar 30th, 2024 | Data Source: Census 2021
Data provided by Placer Labs Inc. (www.placer.ai)

Placer.ai

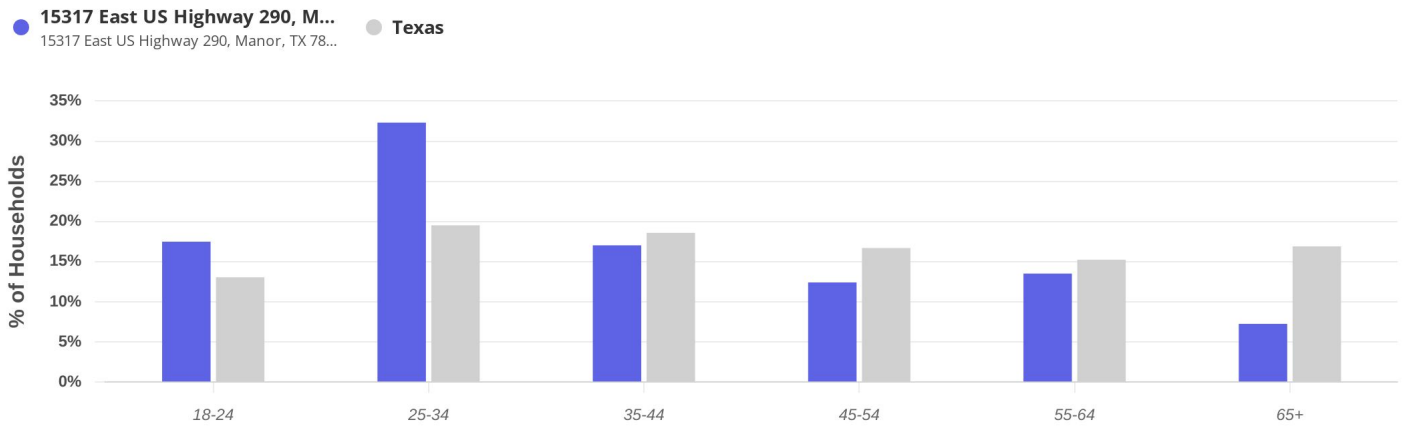
## Education




Mar 30th, 2024 | Data Source: Census 2021
Data provided by Placer Labs Inc. (www.placer.ai)

Placer.ai

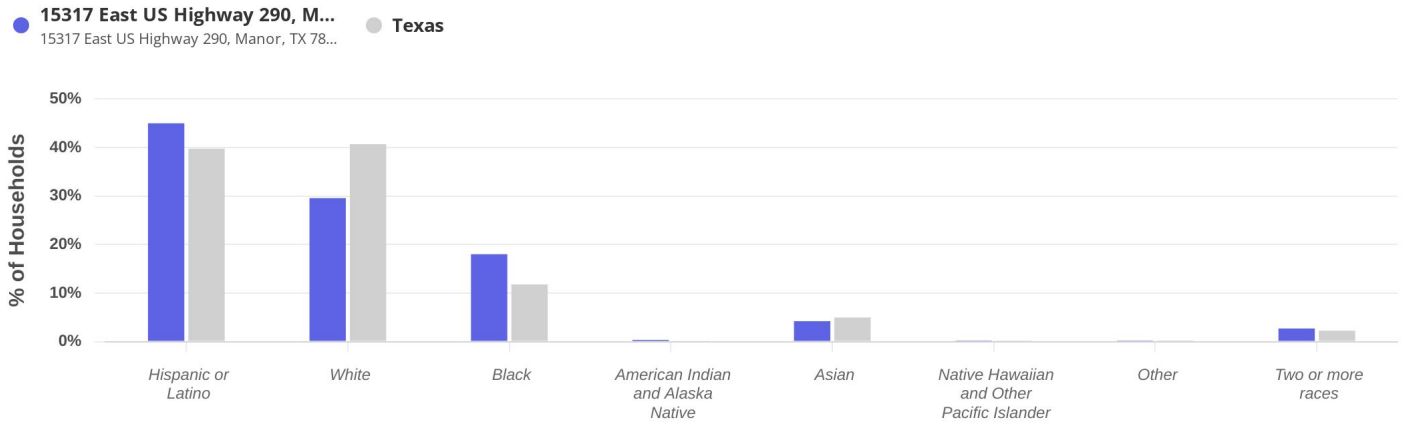
## Age




Mar 30th, 2024 | Data Source: Census 2021
Data provided by Placer Labs Inc. (www.placer.ai)

Placer.ai

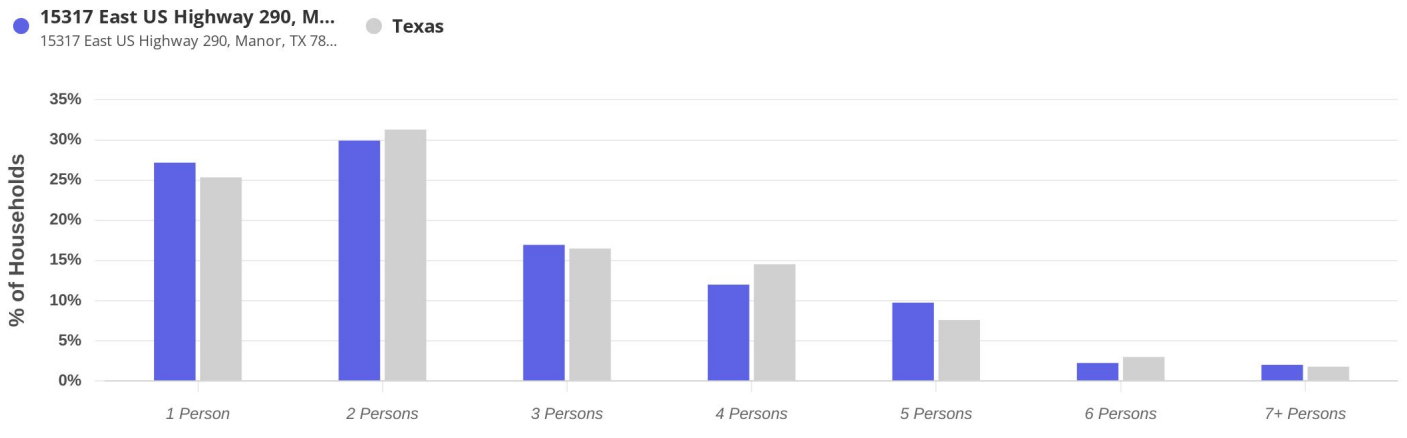
## Ethnicity




Mar 30th, 2024 | Data Source: Census 2021
Data provided by Placer Labs Inc. (www.placer.ai)

Placer.ai

## Household Size



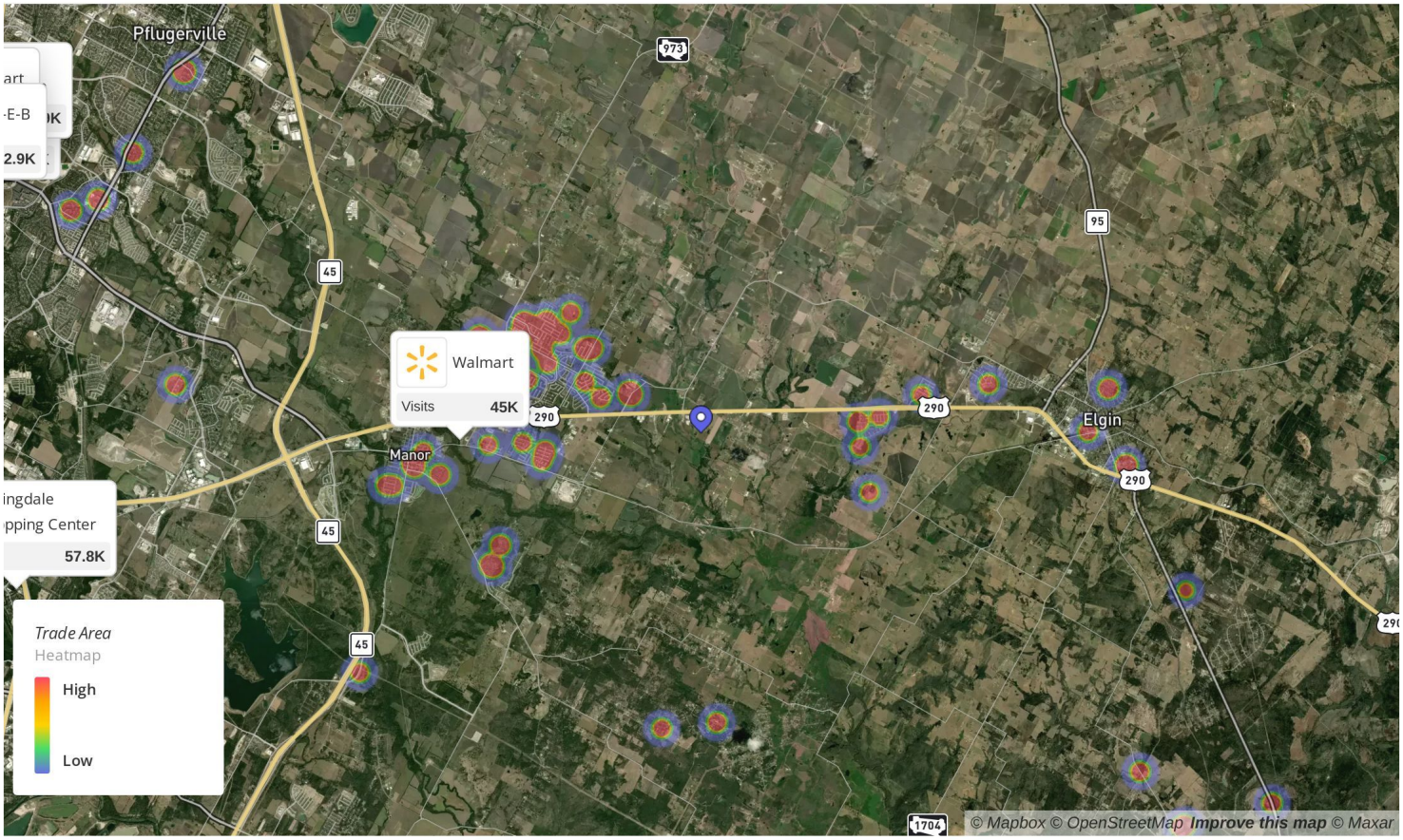

Mar 30th, 2024 | Data Source: Census 2021
Data provided by Placer Labs Inc. (www.placer.ai)

Placer.ai

# Property Overview

Mar 30 - Mar 30, 2024

## Market Landscape




Home locations are obfuscated for privacy and randomly placed within a census block. They do not represent actual home addresses.

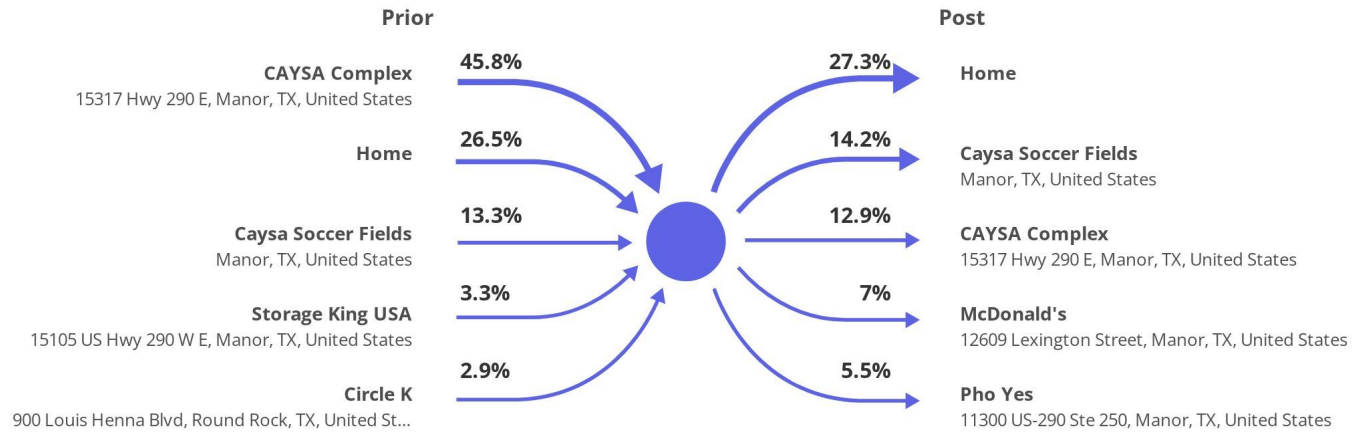
Mar 30th, 2024
Data provided by Placer Labs Inc. (www.placer.ai)

# Property Overview

Mar 30 - Mar 30, 2024

## Visitor Journey

**15317 East US Highway 290, Manor, Texas 78653, United States (Nearby Activity 500 ft)**
15317 East US Highway 290, Manor, TX 78653

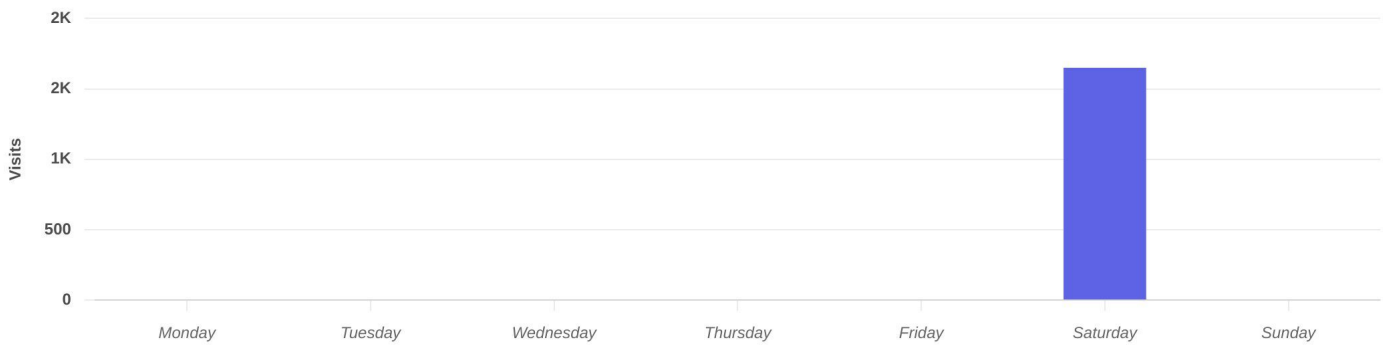



Show by: | Mar 30th, 2024
Data provided by Placer Labs Inc. (www.placer.ai)

Placer.ai

## Daily Visits

**15317 East US Highway 290, ...**
15317 East US Highway 290, Manor, TX 7...




Visits | Mar 30th, 2024
Data provided by Placer Labs Inc. (www.placer.ai)

Placer.ai

# Property Overview

Mar 30 - Mar 30, 2024

## Favorite Places

15317 East US Highway 290, Manor, Texas 78653, United States (Nearby Activity 500 ft) / East US Highway 290, Manor, TX

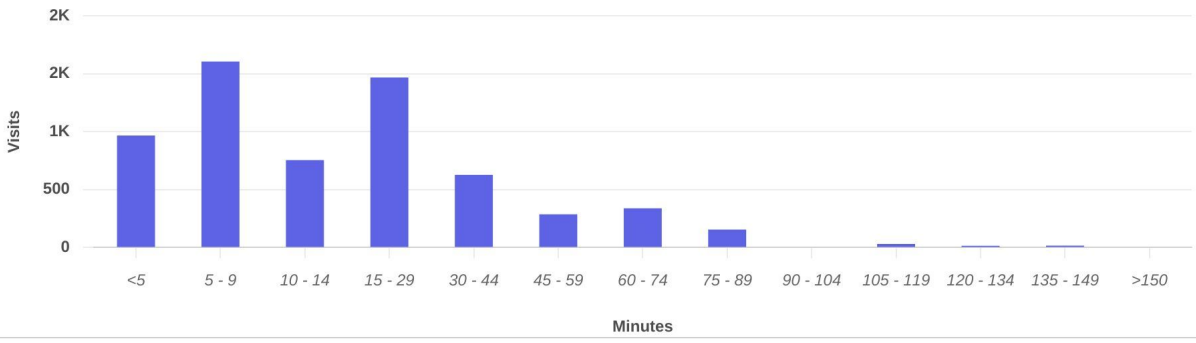
| Rank | Name | Distance | Visitors |
|---|---|---|---|
| 1 | **CAYSA Complex** / 15317 Hwy 290 E, Manor, TX 78653 | 0.1 mi | 596 (36.1%) |
| 2 | **Walmart** / 11923 US-290, Manor, TX 78653 | 3.9 mi | 253 (15.3%) |
| 3 | **Caysa Soccer Fields** / Manor, TX, United States | 0.1 mi | 178 (10.8%) |
| 4 | **H-E-B** / 1080 East Hwy 290, Elgin, TX 78621 | 5.6 mi | 157 (9.5%) |
| 5 | **Manor Commons** / 11828 Ring Dr, Manor, TX 78653 | 3.7 mi | 141 (8.6%) |
| 6 | **Walmart** / 1320 Hwy 290 Frontage Rd, Elgin, TX 78621 | 5.3 mi | 110 (6.7%) |
| 7 | **McDonald's** / 12609 Lexington Street, Manor, TX 78653 | 4.6 mi | 103 (6.2%) |
| 8 | **Walmart Gas Stations** / 11923 US-290, Manor, TX 78653 | 3.9 mi | 86 (5.2%) |
| 9 | **Good Luck Grill** / 14605 FM-973 N, Manor, TX 78653 | 3.4 mi | 78 (4.7%) |
| 10 | **Pho Yes** / 11300 US-290 Ste 250, Manor, TX 78653 | 4.5 mi | 73 (4.4%) |

Category: All Categories | Min. Visits: 1 | Mar 30th, 2024
Data provided by Placer Labs Inc. (www.placer.ai)

Placer.ai

## Visit Duration

**15317 East US Highway 290, Ma...**
15317 East US Highway 290, Manor, TX 78653




| | |
|---|---|
| **Average Stay** | 21 min |
| **Median Stay** | 13 min |

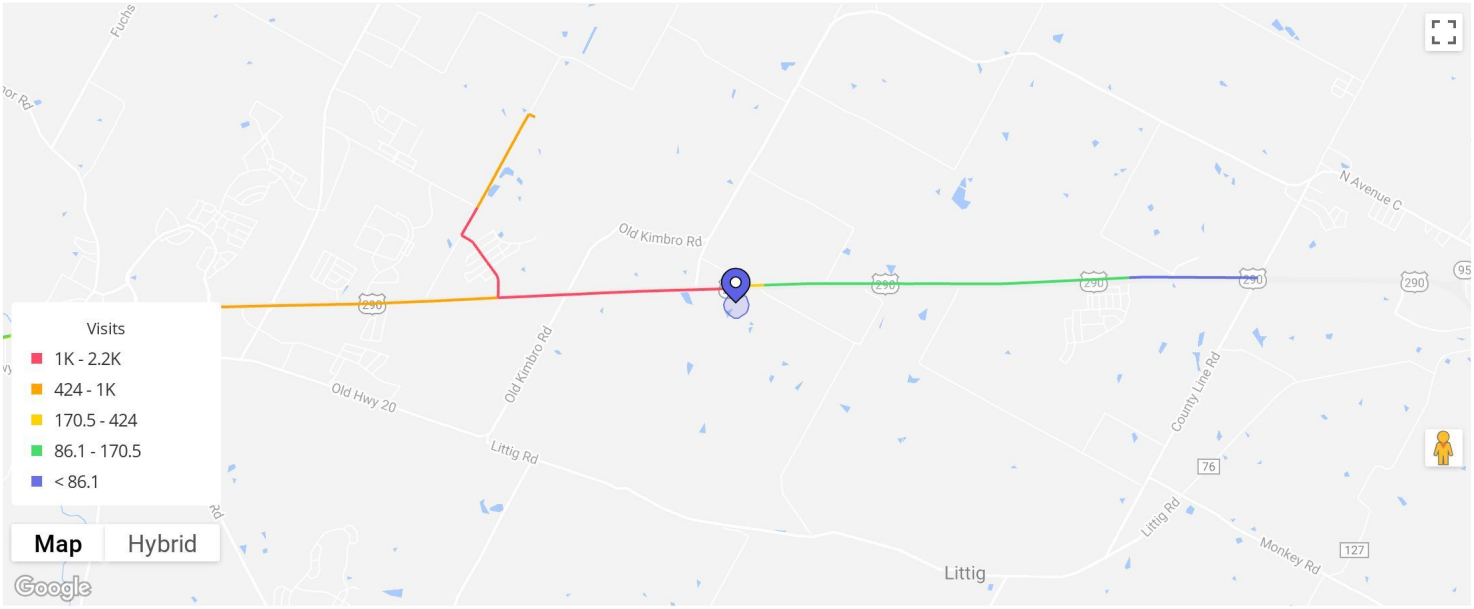
Visits | Mar 30th, 2024
Data provided by Placer Labs Inc. (www.placer.ai)

Placer.ai

# Property Overview

Mar 30 - Mar 30, 2024

## Visitor Journey - Routes




To protect individual privacy, the beginning points shown for each route are approximations and do not represent actual home locations.

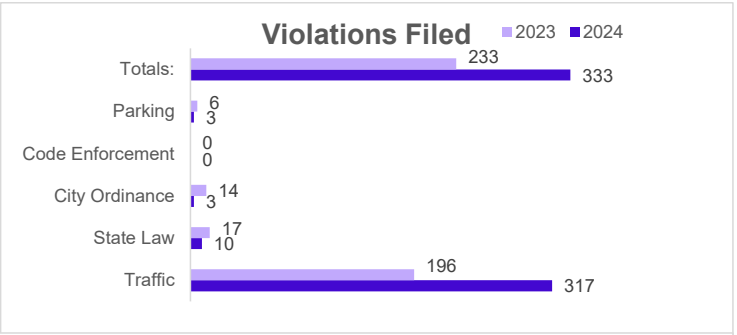
Journey Direction: To Property | Mar 30th, 2024
Data provided by Placer Labs Inc. (www.placer.ai)

# MANOR MUNICIPAL COURT

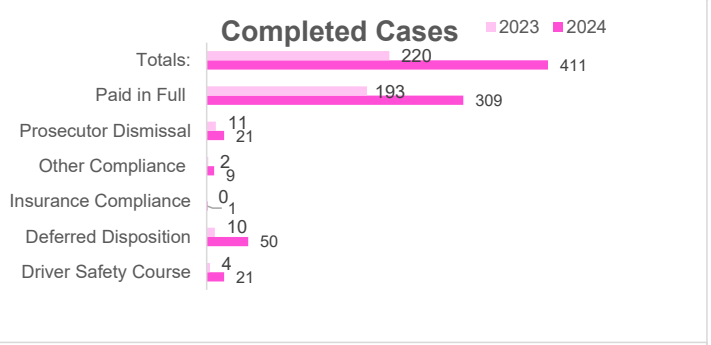
*"Striving to provide efficient, fair, and impartial justice to all while providing a high level of integrity, professionalism, and customer service."*

# March 2024 Court Report

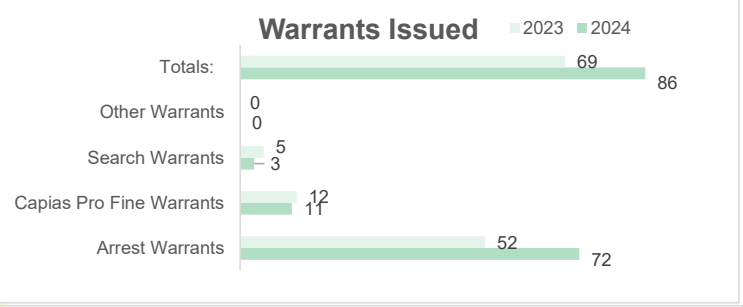
| Violations Filed | 2024 | 2023 |
|---|---|---|
| Traffic | 317 | 196 |
| State Law | 10 | 17 |
| City Ordinance | 3 | 14 |
| Code Enforcement | 0 | 0 |
| Parking | 3 | 6 |
| **Totals:** | **333** | **233** |



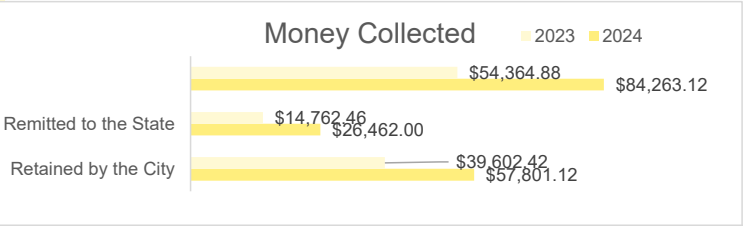

| Completed Cases | 2024 | 2023 |
|---|---|---|
| Driver Safety Course | 21 | 4 |
| Deferred Disposition | 50 | 10 |
| Insurance Compliance | 1 | 0 |
| Other Compliance | 9 | 2 |
| Prosecutor Dismissal | 21 | 11 |
| Paid in Full | 309 | 193 |
| **Totals:** | **411** | **220** |



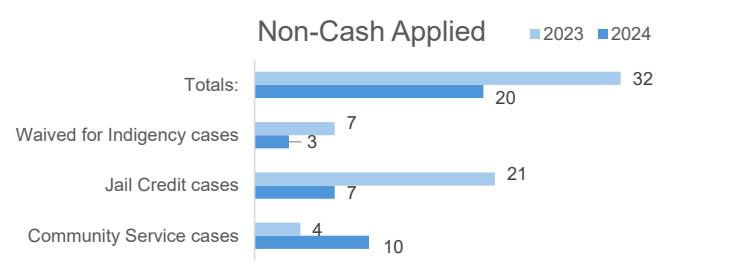

| Warrants Issued | 2024 | 2023 |
|---|---|---|
| Arrest Warrants | 72 | 52 |
| Capias Pro Fine Warrants | 11 | 12 |
| Search Warrants | 3 | 5 |
| Other Warrants | 0 | 0 |
| **Totals:** | **86** | **69** |




| Money Collected | 2024 | 2023 |
|---|---|---|
| Retained by the City | $57,801.12 | $39,602.42 |
| Remitted to the State | $26,462.00 | $14,762.46 |
| **Totals:** | **$84,263.12** | **$54,364.88** |




| Non-Cash Applied | 2024 | 2023 |
|---|---|---|
| Community Service cases | 10 | 4 |
| Jail Credit cases | 7 | 21 |
| Waived for Indigency cases | 3 | 7 |
| **Totals:** | **20** | **32** |



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# MEMO

To: Mayor and City Council Members

From: Matt Woodard, Director of Public Works

Date: April 17, 2024

**RE: March Monthly Report**

# Public Works Department

## *Street and Public, Parks, and Maintenance Department*

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

## *Water and Wastewater Department*

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

The City of Manor crew has repaired 19 Manholes and replaced an approximately 100ft. six-inch clay wastewater line in the alley of Townes St. The Water Survey has been completed. The crew performed a warranty camera at Village Manor Commons 4, 5, and Lagos Phases 3 and 4.

## *Water Production & Purchase*

In March, 18 % of the water we supplied to our residents was from our wells, and we purchased 82 % from EPCOR and Manville WSC.

### *Population*

City of Manor- 21,232

Shadowglen- 7,064

CITY OF MANOR
CAPITAL PROJECT STATUS REPORT
PUBLIC WORKS DEPARTMENT
March 27th, 2024

| PROJECT NAME | PROJECT DESCRIPTION | MONTHLY ACTIVITY | PERCENT CONSTRUCTION COMPLETE/PHASE |
|---|---|---|---|
| Bastrop/Parsons Gravity Main<br>14627 – Addendum #56 | 12" gravity wastewater main | The change order was approved at the February 21 meeting. Waiting for the 1295 form from the contractor. | 99% |
| Cottonwood Creek Phase 2 Wastewater Line Extension<br>14693 - SOW No. 5 | The northern extension of the gravity wastewater line in Cottonwood Creek Basin | The line is still holding water and vent pipes are not installed. R Construction is back on site on 3/11. Finishing the punch list. | 99% |
| Manor Commercial Park WW Collection System<br>15072 – SOW No. 7 | Phased wastewater collection system improvements for the Beltex area | Submitted documents for TCEQ review and approval. (100-150 Day review period from November 10th for variance request). Submitted additional per TCEQ comments 3/8. Lift Station final recon 1.2.24 | Construction Documents |
| Gregg Manor Road GST and Pressurization Facilities<br>15110 - SOW No. 10 | Ground storage tank and water pressurization facilities for the EPCOR water delivery point. | Construction is underway. The first pay application was submitted at the end of February. Reviewing submittals. | Construction Phase |
| FM 973 and US 290 Water Lines, CIP W-15 & W-16<br>15110.01 - SOW No. 10 | Water line extensions along FM973 and US 290 | Acquiring easements and working on the next steps to connect the water line for the Manor Car Wash (Parcel #3). Work schedule to start on April 2 to extend waterline to car wash. | Working on easement acquisition and addressing issues/concerns about easements from property owners. |
| Bell Farms and Presidential Glen LS Imp, CIP-2 & CIP-3<br>15110.02 - SOW No. 10 | Upgrades to the Bell Farms and Presidential Glen lift stations to provide capacity for new growth | Working on access easement on West Elgin property. Finalizing Bell Farms. PG bypass week of April 1. Weekly meetings with contractors.<br>Coated new wet well at BF. Currently installing genset and SCADA. Will install new pumps as soon as SCADA is in. Putting in a new fence.<br>Preparing CO<br>- PG grade rings adjustments<br>- Valve vault revision at BF (pressure relief valve) | Construction documents 100%.<br>Bid phase 100%<br>Construction phase 65% |

| | | | |
|---|---|---|---|
| Cottonwood Creek West Tributary WW Improvements<br>15128 - SOW No. 12 | Wastewater CIP Line in Cottonwood Creek West Tributary Basin | Santa Clara is the contractor. Ahead of schedule.<br><br>Pipe bedding change order.<br><br>Discussed requested CO for water service replacement (Coffey). | Construction documents 100%.<br>Bid phase 100%<br>Construction phase 31% |
| Cottonwood Creek WWTP Phase II Expansion<br>15283 - SOW No. 9 | Developer-funded expansion of the plant | Finalizing plans, specs, and OPC. Need to send plans, and OPC to the developer. | Construction Documents 99% |
| Cottonwood Creek WWTP Phase III Grant Project<br>15130 - SOW No. 9A | Grant-funded expansion of the Cottonwood Wastewater Treatment Plant | Preliminary engineering completed. Materials assembled and sent to grant admin for submittal to EDA. | Design Phase Engineering |
| Wastewater Collection and Treatment Master Plan<br>15320 - SOW No. 14 | Major Goals:<br>Develop & calibrate sewer model; Use model to estimate timing & location of capacity needs; develop improvements to address capacity needs | Draft Report – in progress | |
| Water Distribution System Master Plan<br>15317 - SOW No. 15 | Contract approved at September 7 Council Meeting. | Provided draft of a master plan to Capital Committee on March 21 meeting.<br><br>Working on alternative water sources and what treatments and costs would be for all options. | Report Phase – making revisions and waiting for City comments. |
| 2022 Community Impact Fee (CIF) Program Update<br>15312 - SOW No. 18 | Update to the impact fee program | At the request of the AC will look into impact fees for Hutto as well as different scenarios on credit amounts for developers. | The next meeting will be on April 10 |
| Gregg Lane Ground Storage Tank and Pressurization Facility<br>15318 - SOW No. 20 | Contract approved at September 7 Council Meeting. | The proposed subdivision is being modified resulting in required revisions to PUD, Concept Plan, and Preliminary Plat. The site for the groundwater storage tank may be adjusted, so we are on hold until we receive updated information. After discussions with City Staff, two 250,000-gallon tanks will be installed instead of one 500,000-gallon tank. | Construction documents at 60% |

| | | | |
|---|---|---|---|
| FY2022 Tax Note-Funded Water, Wastewater, and Roadway Improvement Project<br>XXXXX - SOW No. 23 | Contract approved at September 7 Council Meeting. | The project includes 973 Water Line, Cottonwood Creek Phase 3, and Hill Lane Improvements.<br>Hill lane – construct Entrada entrance first, update on a drainage easement location for outfall.<br>Currently working on FM 973 N waterline alignment and obtaining easements. | Construction plans are being worked on.<br>Waiting on easements. |
| Cottonwood Creek WWTP Permit Amendment<br>15402.00 - SOW No. 24 | Permit Amendment to expand permit from 0.5 MGD to 0.8 MGD | Public notice verification forms completed and received by TCEQ 3/14/2024. The comment period ended 3/25/2024. To date, 2 comments and 12 hearing requests have been received. The total comment and hearing request count was finalized on April 1, 2024. | Permit Comment |
| FY2022 Cap Metro Paving Project<br>15451 – SOW No. 25 | Paving project improvements using allocated Cap Metro Funding | Construction is ongoing. | Revised change order #1 was approved at the February 7 Council Meeting. |
| One-Time BCT Cap Metro Funding Paving Project<br>15452 – SOW No.26 | Paving project improvements using allocated one-time funding from Cap Metro | The project was awarded at the January 3 Council meeting. The change order for Lexington median was approved at the March 4 City Council meeting. | The contractor working with a subcontractor to come up with a schedule for median work on Lexington. |
| 2024 SSES | SSES investigations in the next leakiest basin from the 2022 flow monitoring | Smoke testing was completed under budget so using the remaining funds to do some more smoke testing in the southern portion of the basin. | Fieldwork is ongoing, anticipate GBA's portion to be done this week with CCTV starting next. |
| Wilbarger Creek WWTP Expansion | Expansion of the existing Wilbarger WWTP from 1.33 to 2.0 MGD, sludge digestion, thickening, and dewatering. | Internal kickoff meeting conducted, the schedule being developed, full project kickoff meeting scheduled for 3/28/2024. Working on-site exhibit for parking and project improvements discussion at kickoff meeting. | Beginning project data collection, evaluation |

# Streets and Parks Monthly Report March 2024

## Daily Duties and Projects 3-1-2023 / 3-31-2023

### Street Maintenance

Contracted to install 735 ft of sidewalk along the South side of Ring Rd from Skimmer Run, the trail crossing at the creek.

Crew worked at the Easter Event at the E. Manor Development No. 1 property.

Stop sign repair at Herbert R Humphrey Rd.

Spread millings on the property next to the Manor Art Park.

Stop sign repair at Abrahamson Rd.

Installed missing street name signs at FM 973 and Suncrest Rd.
Continued cleaning inside of the E. Manor Development No.1 Buildings.

Removed carpet and linoleum from the floors and painted them in the E. Manor Development No. 1 building.

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

Pothole repairs at Gregg Ln., Suncrest, Gregg St., E. Wheeler, N. Burnet, E. Browning, N. La Grange, E. Boyce, Johnson Rd, and E. Murray,

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

Cap Metro Paving contract. Paving has been completed on E. Carrie Manor St. from S. San Marcos St. to S. Lexington St.

### Parks Maintenance

Cleaned trash and sold scrap metal debris at the E. Manor Development No.1 property.

Mowed the cemetery for Easter Sunday.

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

Weekly irrigation checks.

Playground and playscape monthly safety checks.

Scheduled weekly Park mowing maintenance.

Friday Afternoons Bulk Drop Off for city residence.

Scheduled weekly Park rounds at park facilities.

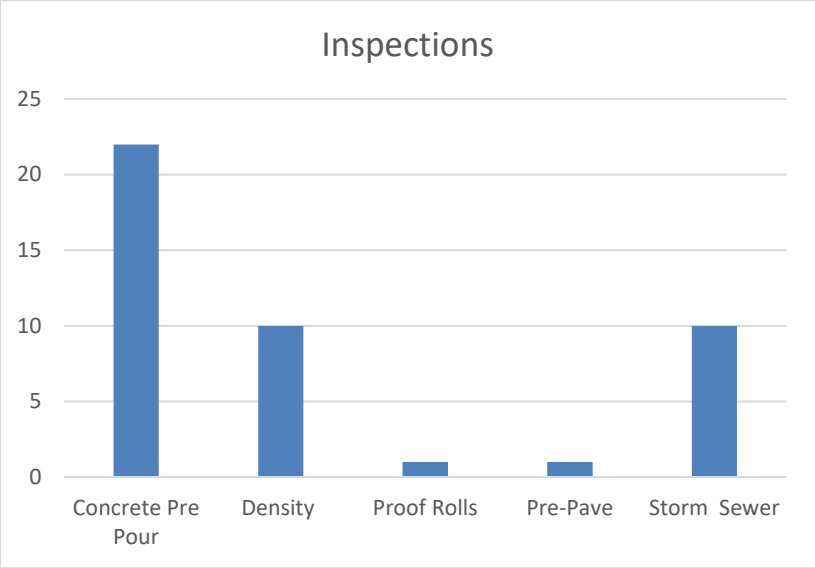
Scheduled weekly (ROW) Right of Way mowing.

Weekly vehicle and equipment check and maintenance.

**MS4 Storm drain inspections monitored New/Construction under warranty**

836 - inspections are done this month.

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



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

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

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

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

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

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

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

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

Manor Heights Phase 4 – Development process.

LA Mexicana – Development process.

Manor Crossing (Butler Tract)- Development process.

Logos Phase 3- waiting on homes to be built.

Logos Phase 4- homes are being built.

Logos Phase 5- homes are being built.

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

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

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

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

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

Palomino Subdivision – homes are being built.

Presidential Glen Commercial WW – in the building process.

Manor Heights Medium Density -not started.

9910 Hill Lane apartments - Building process

Village at Manor Commons Phase 3 – building process.

Presidential Glen Townhomes – not started.

Las Entradas Section 3- waiting to be built.

Las Entradas Section 4 – waiting to be built.

109 Lexington apartments – building process.

Manor Town Apartments Phase 2 – Development process.

The LEX at FM 973 & Murchison – has not

started.

Holley Smith Phase 1A – Development process.

The View at Manor apartments – Development process.

Eggleston Extension – closed. Opening pending.

Rapid Express Car Wash -Building process.

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

**Cemetery Report**

March 3, 2024- Monitored the cemetery and emailed several families regarding their plots needing to be cleaned of their items.

March 5, 2024 – Monitored the cemetery.

March 6, 2024 – Monitored the cemetery.

March 9, 2024 – Monitored the cemetery.

March 12, 2024 – Monitored the cemetery.

March 14, 2024 – Cleaned the cemetery plots of scattered flowers, glass vases, and old wreaths.

March 18, 2024 – Monitored cemetery.

March 20, 2024 – Monitored cemetery. Assisted Melinda Plumber on locating her little brother, Joey Robledo. Died at birth.

March 21, 2024 - Monitored cemetery.

March 25, 2024 – Monitored cemetery.

March 26, 2024 – Cleaned cemetery of all debris, broken bottles, and old wreaths. Met with Ms. Biscoe at her mother's grave. Her grave requires dirt.

March 29, 2024 – Monitored cemetery.

# WATER/ WASTEWATER MONTHLY REPORT MARCH

| ***WASTEWATER*** | ***TASK COMPLETED*** |
|---|---|
| | |
| SERVICE CALLS | 35 |
| MANHOLES REPAIRED | 19 |
| SEWER BACKUPS | 1 |
| CAMERA LINE | 45 |
| QTY IN FEET FILMED | 5101 ft. |
| TAPS | 1 |
| LINES REPAIRED | 2 |
| LINES LOCATED | 3 |
| LINES CLEANED | 10 |
| MANHOLES/LIFT STATION CLEANED | 5 |
| CLEANOUTS/ SERVICE REPAIRED | 5 |
| SEWER SMELL | 1 |
| JOBSITE CLEANUP AND RESTORATION | 2 |
| | |
| ***WATER*** | ***TASK COMPLETED*** |
| | |
| SERVICE CALLS | 107 |
| WATER LEAKS SERVICE LEAKS | 2 |
| CUSTOMER LEAKS | 2 |
| WATER MAIN REPAIRS | 2 |
| NEW SERVICE TAPS | 1 |
| HYDRANT MAINTENANCE | |
| HYDRANT FLUSHED | 38 |
| HYDRANT REPAIR/REPLACED | 2 |
| ISOLATION VALVE MAINTENANCE | |
| ANGLE STOPS REPLACED | |
| LINES LOCATED | 3 |
| WHOLESALE BROWN WATER | 7 |
| BROWN WATER | |
| WATER PRESSURE/ FROZEN CUSTOMER PIPES | 1 |
| WATER TURN ON/OFF | 27 |
| BAC T SAMPLES | 20 |
| JOBSITE CLEANUP AND RESTORATION | 2 |
| | |
| ***INSPECTIONS*** | |
| | |
| SITES | 231 |
| MANHOLES INSPECTED | 33 |
| MANHOLES TESTED | 16 |
| WASTEWATER LINES TESTED | 17 |
| WATER LINES TESTED | 4 |
| | |

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# MEMO

To: Mayor and City Council Members

From: Tracey Vasquez, Human Resources Director

Date: April 17, 2024

RE: March 2024

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**Meetings and Events:**

***HR Workshop Roundtable Meeting***
March 14, 2024
March 28, 2024

***Staff Meetings***
March 19, 2024
March 26, 2024

***City Council Meetings***
March 6, 2024
March 20, 2024

**March 2024**

- March 4- Manorpalooza Venue walkthrough.
- March 5- Public Sector benchmark analysis with HUB International.
- March 6- Manor Heights PID IA#4 Microsoft meeting.
- March 14- Manor Chamber luncheon featuring Scott Dunlop.
- March 15- Incode access regarding Stormwater billing with Raftelis.
- March 18- Skilled Trades Consortium meeting 2024 academy at ManorISD.
- March 19- US Department of Justice, Guide to Equitable Sharing training. DSAWYER CORR 040924
- March 19- Mastering Stay Interviews for Improved Retention training.
- March 19- Meeting with PD regarding incentives and certification.
- March 21- U.S. Treasury, Treasury Report on Receivables training.
- March 26- Manor needs analysis regarding advertising with Town Square Media for open positions within the City.

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# MEMO

- March 26- Manor Heights TIRZ Annual reporting meeting with Assistant City Attorney and P3Works.
- March 28- 2nd interviews with qualified candidates for the Finance Director position.
- March 28 (after hours)- Interview meetings with qualified candidates for the Deputy Court Clerk position.
- March 30- attended Manor's Easter Helidrop at East Manor Development Complex, handing out bags and swag for the event.
- HR has extended work hours to ensure continuity in the finance department.
- Day-to-day Human Resources and Finance department operations regarding accounts payable, bank records, payroll, departmental projects and reports, property, liability, and worker's comp insurance. Assisted employees with specific needs regarding benefits claims, FMLA, and training schedules.

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# MEMO

To: Mayor and City Council Members

From: Phil Green, IT Director

Date: April 17, 2024

RE: March Monthly Report

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The following are accomplishments from December.

1. AT&T has finished all fiber work and now will start network installation and configuration when they get our signed agreement.
2. We have engaged tech support for the Mobile Device Manager location issues. No resolution as of yet. Still no resolution. We are evaluating alternative management platforms.
3. Had the camera upgrade approved to replace old surveillance cameras city-wide.
4. Asked for approval of Chamber AV system upgrade. Pending.
5. 69 Tickets opened for the month, and 64 of those closed. Top contributors PD. No tickets are waiting for customer response or contractor fulfillment.

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# MEMO

To: Mayor and City Council Members

From: Lluvia T. Almaraz, City Secretary

Date: February 21, 2024

Re: **March 2024 – Monthly Report**

## City Records Obtained and Processed:

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

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# MEMO

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Alcohol Permits | New Alcohol permit certificate or renewed | **2** | **1** | **1** | | | | | | | | | |
| Records Management Program | Boxes of documents accessioned to storage in accordance with the retention schedule | **0** | **0** | **0** | | | | | | | | | |
| | Boxes of documents destroyed in accordance with records retention schedule | **0** | **0** | **0** | | | | | | | | | |
| Open Records Requests | Number of Open Records Requests processed (within 10 days as required) Police Requests | **21** | **16** | **40** | | | | | | | | | |
| | Number of Open Records Requests processed (within 10 days as required) General Requests | **19** | **30** | **32** | | | | | | | | | |

**COUNCIL MEETINGS**

- Council Special Session – March 4th
- Regular Meeting – March 20th

**OTHER MEETINGS**

- CDI Laserfiche Biweekly Check-in – March 7th
- Mayor & City Manager Agenda Review – March 13th
- Park Committee – March 14th
- NTMCA Business Lunch Meeting – March 28th

**TRAINING/EDUCATION/SEMINARS/WEBINARS**

- TML Webinar – Post-Session Open Government Updates for TX Cities – March 7th
- CDI Laserfiche Going Green Webinar – March 26th

**EVENTS**

- Ribbon Cutting for E. Mano Development No.1 – March 20th

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# MEMO

**OTHER**

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

AGENDA ITEM NO. 8

# AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 17, 2024
**PREPARED BY:** Tyler Shows, E.I.T.
**DEPARTMENT:** City Engineer

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action to approve a change order to the construction contract for the Bell Farms and Presidential Glenn Lift Station Expansion project.

**BACKGROUND/SUMMARY:**

The proposed change order includes the cost to adjust and center the surge relief valve piping at the Bell Farms Lift Station, the installation of grade ring adjustments to bring the new wet well at the Presidential Glen Lift Station to grade, and the addition of fifty-two calendar days to the contract time for the associated work in this change order and from the previous Change Order No. 2.

**LEGAL REVIEW:** Yes, Veronica Rivera, Assistant City Attorney
**FISCAL IMPACT:** Yes
**PRESENTATION:** Yes
**ATTACHMENTS:** Yes

- Change Order No. 3
- Memorandum

**STAFF RECOMMENDATION:**

It is the City Staff's recommendation that the City Council approve Change Order No. 3 to the construction contract for the Bell Farms and Presidential Glenn Lift Station Expansion project with JM Pipeline in the amount of $19,811.18 and the addition of 52 calendar days to the contract completion date for this project.

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

1500 County Road 269
Leander, TX 78641

Mailing Address:
9601 Amberglen Blvd. #109
Austin, TX 78729



# CHANGE ORDER

ORDER NO.: 3
DATE: 4/17/2024
AGREEMENT DATE: 2/15/2023

NAME OF PROJECT: Bell Farms and Presidential Glen Lift Station Expansion
OWNER: City of Manor

CONTRACTOR: JM Pipeline, LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:

1. Justification:

Item No. 1– Add 1 LS Change Order Item C.O. 3.-1, Adjust and center the surge relief valve piping to the surge relief valve at the Bell Farms Lift Station @ $13,169.42/LS = $13,169.42

Item No.2 - Add 1 LS Change Order Item C.O. 3.-2, Installation of grade ring adjustments for the new wet well at the Presidential Glen Lift Station to bring it to top of the grade @ $6,641.76/LS = $6,641.76

2. Change to CONTRACT PRICE:

   Original CONTRACT PRICE: $1,731,127.00
   Current CONTRACT PRICE adjusted by previous CHANGE ORDER $1,976,503.38.
   The CONTRACT PRICE due to this CHANGE ORDER will be **INCREASED** by: $19,811.18.
   The new CONTRACT PRICE including this CHANGE ORDER will be: $1,996,314.56.

3. There will be a change to the CONTRACT TIME:

   An increase of 52 calendar days to the contract time.

4. Approvals Required:

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

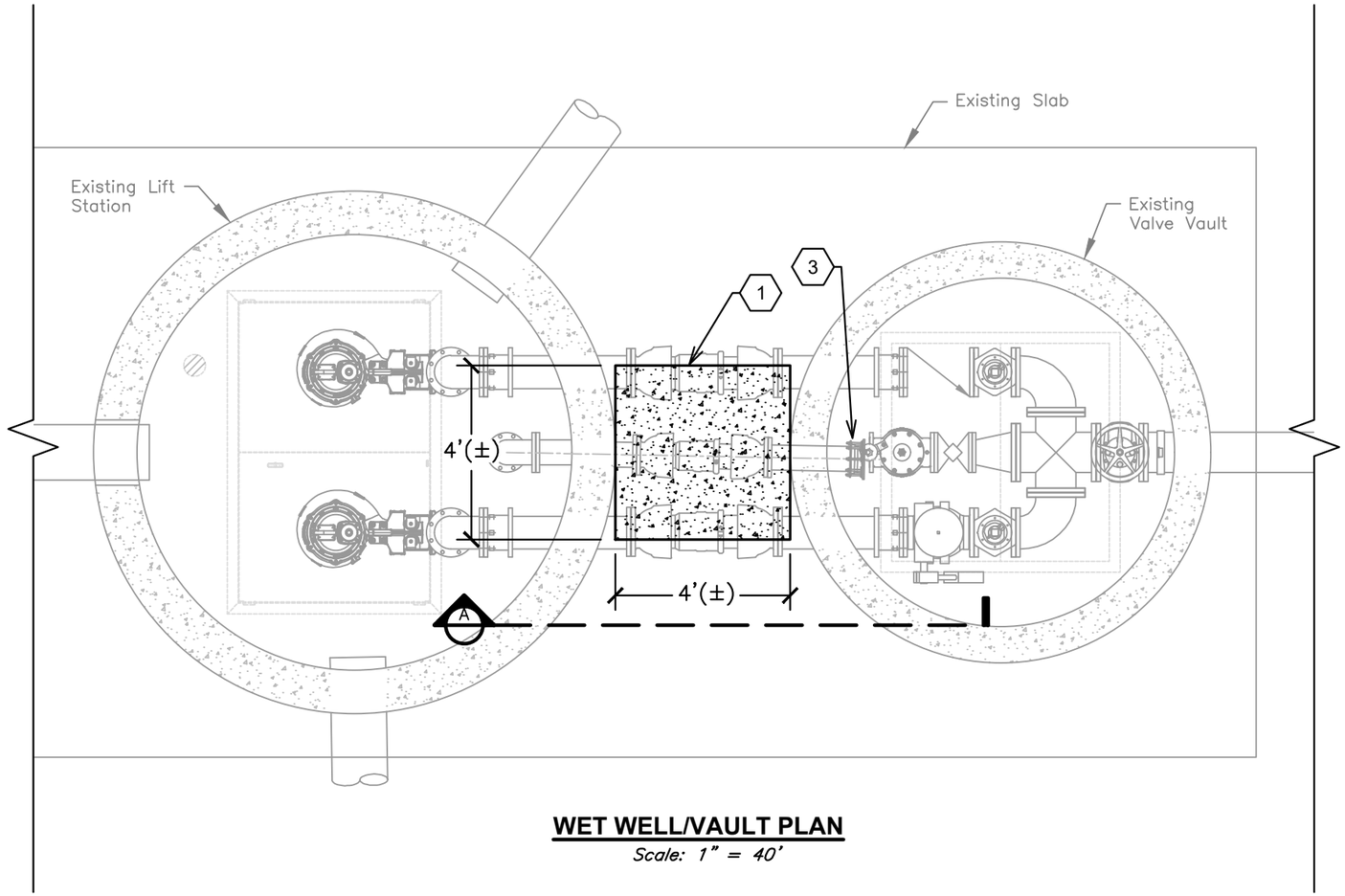
Recommended by: Rebecca Howley , P.E. Signed: _____
Engineer

Ordered by: _____ Signed: _____
Owner City of Manor

Accepted by: _____ Signed_____

| | | | | | | |
|---|---|---|---|---|---|---|
| MATERIAL | | | | | $ | 1,127.90 |
| MISCELLANEOUS MATERIAL/ CONSUMABLES (20% OF MATERIAL) | | | | | $ | 225.58 |
| CARTAGE | | | | | $ | - |
| SALES TAX | | | | | $ | - |
| TOTAL MATERIAL | | | | | $ | 1,353.48 |
| | | | | | | |
| LABOR COST HOURLY | $ 43.25 | HOURS | 8 | LABOR SUBTOTAL | $ | 346.00 |
| LABOR COST OVERTIME HOURLY | $ 64.88 | HOURS | 2 | OVERTIME SUBTOTAL | $ | 129.76 |
| LABOR COST HOURLY | $ 28.00 | HOURS | 8 | LABOR SUBTOTAL | $ | 224.00 |
| LABOR COST OVERTIME HOURLY | $ 42.00 | HOURS | 2 | OVERTIME SUBTOTAL | $ | 84.00 |
| LABOR COST HOURLY | $ 27.00 | HOURS | 8 | LABOR SUBTOTAL | $ | 216.00 |
| LABOR COST OVERTIME HOURLY | $ 40.50 | HOURS | 2 | OVERTIME SUBTOTAL | $ | 81.00 |
| LABOR COST HOURLY | $ 17.00 | HOURS | 8 | LABOR SUBTOTAL | $ | 136.00 |
| LABOR COST OVERTIME HOURLY | $ 25.50 | HOURS | 2 | OVERTIME SUBTOTAL | $ | 51.00 |
| SUPERVISION (35% OF LABOR) | | | | | $ | 349.92 |
| PROJECT MANAGEMENT (10% OF LABOR) | | | | | $ | 99.98 |
| PROJECT CLERK (5% OF LABOR) | | | | | $ | 49.99 |
| PAYROLL TAX AND INSURANCE AT 55% | | | | | $ | 972.20 |
| TOTAL LABOR | | | | | $ | 2,739.84 |
| | | | | | | |
| SAFETY (2% OF LABOR) | | | | | $ | 54.80 |
| CLEAN UP (5% OF LABOR) | | | | | $ | 136.99 |
| WARRANTY (3% OF LABOR) | | | | | $ | 82.20 |
| PER DIEM | $ 45.00 | PER DAY | 0 | NUMBER OF DAYS | $ | - |
| OVERNIGHT STAY | $ 68.00 | PER DAY | 0 | NUMBER OF DAYS | $ | - |
| PERMIT FEES | | | | | $ | - |
| ENGINEERING FEES | | | | | $ | - |
| FUEL | $ 3.50 | PER GAL | 25 | NUMBER OF GALLONS | $ | 87.50 |
| EQUIPMENT | $ 945.00 | PER DAY | 1 | NUMBER OF DAYS | $ | 945.00 |
| SCAFFOLDING/ SHORING | $ 200.00 | PER DAY | 0 | NUMBER OF DAYS | $ | - |
| JOBSITE OFFICE | $ 94.00 | PER DAY | 0 | NUMBER OF DAYS | $ | - |
| JOB TRUCK | $ 70.00 | PER DAY | 0 | NUMBER OF DAYS | $ | - |
| TOTAL JOB EXPENSES | | | | | $ | 1,306.48 |
| | | | | | | |
| COST TOTAL | | | | | $ | 5,399.81 |
| OVERHEAD | | | | | $ | 539.98 |
| PROFIT | | | | | $ | 539.98 |
| | | | | | | |
| SUBCONTRACTOR | | | | | $ | - |
| OVERHEAD | | | | | $ | - |
| PROFIT | | | | | $ | - |
| | | | | | | |
| BOND | | | | | $ | 161.99 |
| | | | | | | |
| WORK CHANGE SUMMARY TOTAL | | | | | $ | 6,641.76 |

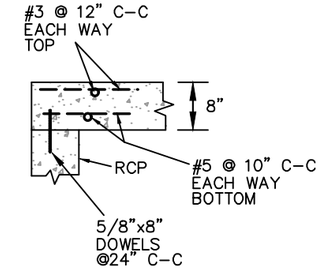
| | | | | | | |
|---|---|---|---|---|---|---|
| MATERIAL | | | | | $ | 741.97 |
| MISCELLANEOUS MATERIAL/ CONSUMABLES (20% OF MATERIAL) | | | | | $ | 148.39 |
| CARTAGE | | | | | $ | - |
| SALES TAX | | | | | $ | - |
| TOTAL MATERIAL | | | | | $ | 890.36 |
| | | | | | | |
| LABOR COST HOURLY | $ 43.25 | HOURS | 24 | LABOR SUBTOTAL | $ | 1,038.00 |
| LABOR COST OVERTIME HOURLY | $ 64.88 | HOURS | 6 | OVERTIME SUBTOTAL | $ | 389.28 |
| LABOR COST HOURLY | $ 28.00 | HOURS | 24 | LABOR SUBTOTAL | $ | 672.00 |
| LABOR COST OVERTIME HOURLY | $ 42.00 | HOURS | 6 | OVERTIME SUBTOTAL | $ | 252.00 |
| LABOR COST HOURLY | $ 27.00 | HOURS | 24 | LABOR SUBTOTAL | $ | 648.00 |
| LABOR COST OVERTIME HOURLY | $ 40.50 | HOURS | 6 | OVERTIME SUBTOTAL | $ | 243.00 |
| LABOR COST HOURLY | $ 17.00 | HOURS | 24 | LABOR SUBTOTAL | $ | 408.00 |
| LABOR COST OVERTIME HOURLY | $ 25.50 | HOURS | 6 | OVERTIME SUBTOTAL | $ | 153.00 |
| SUPERVISION (35% OF LABOR) | | | | | $ | 1,049.75 |
| PROJECT MANAGEMENT (10% OF LABOR) | | | | | $ | 299.93 |
| PROJECT CLERK (5% OF LABOR) | | | | | $ | 149.96 |
| PAYROLL TAX AND INSURANCE AT 55% | | | | | $ | 2,916.61 |
| TOTAL LABOR | | | | | $ | 8,219.53 |
| | | | | | | |
| SAFETY (2% OF LABOR) | | | | | $ | 164.39 |
| CLEAN UP (5% OF LABOR) | | | | | $ | 410.98 |
| WARRANTY (3% OF LABOR) | | | | | $ | 246.59 |
| PER DIEM | $ 45.00 | PER DAY | 0 | NUMBER OF DAYS | $ | - |
| OVERNIGHT STAY | $ 68.00 | PER DAY | 0 | NUMBER OF DAYS | $ | - |
| PERMIT FEES | | | | | $ | - |
| ENGINEERING FEES | | | | | $ | - |
| FUEL | $ 3.50 | PER GAL | 10 | NUMBER OF GALLONS | $ | 35.00 |
| EQUIPMENT | $ 945.00 | PER DAY | 0 | NUMBER OF DAYS | $ | 740.00 |
| SCAFFOLDING/ SHORING | $ 200.00 | PER DAY | 0 | NUMBER OF DAYS | $ | - |
| JOBSITE OFFICE | $ 94.00 | PER DAY | 0 | NUMBER OF DAYS | $ | - |
| JOB TRUCK | $ 70.00 | PER DAY | 0 | NUMBER OF DAYS | $ | - |
| TOTAL JOB EXPENSES | | | | | $ | 1,596.95 |
| | | | | | | |
| COST TOTAL | | | | | $ | 10,706.84 |
| OVERHEAD | | | | | $ | 1,070.68 |
| PROFIT | | | | | $ | 1,070.68 |
| | | | | | | |
| SUBCONTRACTOR | | | | | $ | - |
| OVERHEAD | | | | | $ | - |
| PROFIT | | | | | $ | - |
| | | | | | | |
| BOND | | | | | $ | 321.21 |
| | | | | | | |
| WORK CHANGE SUMMARY TOTAL | | | | | $ | 13,169.42 |



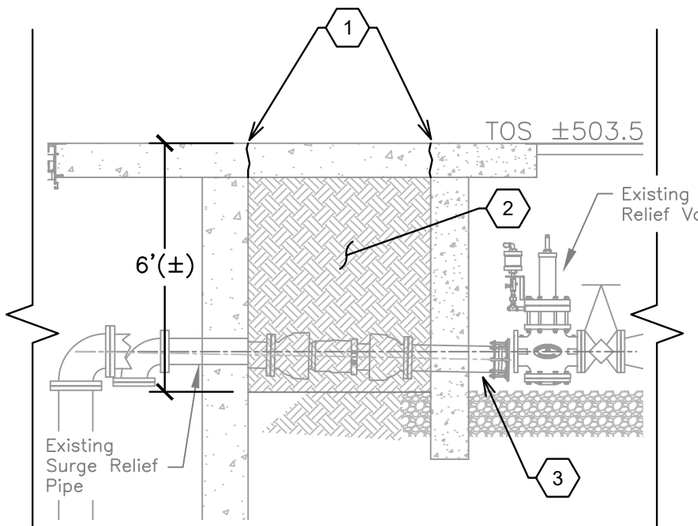

**WET WELL/VAULT PLAN**
*Scale: 1" = 40'*

## KEYNOTES:

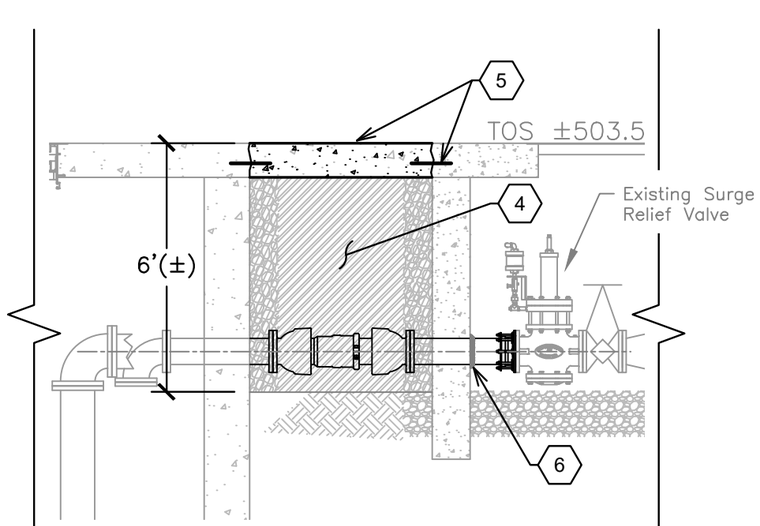
1. SAWCUT THE SLAB
2. EXCAVATE AND REMOVE MATERIAL TO THE SURGE RELIEF VALVE PIPING.
3. CONTRACTOR TO ADJUST THE SURGE RELIEF PIPING TO BE CENTERED WITH THE SURGE RELIEF VALVE AND ALLOW CONNECTION.
4. BACKFILL WITH FLOWABLE FILL.
5. DOWELL IN TO MATCH WHAT WAS EXISTING, TIE REBAR, AND POUR CONCRETE TO MATCH THE EXISTING SLAB.
6. PATCH UP THE CHIPPED CONCRETE AROUND THE SURGERELIEF VALVE PIPING



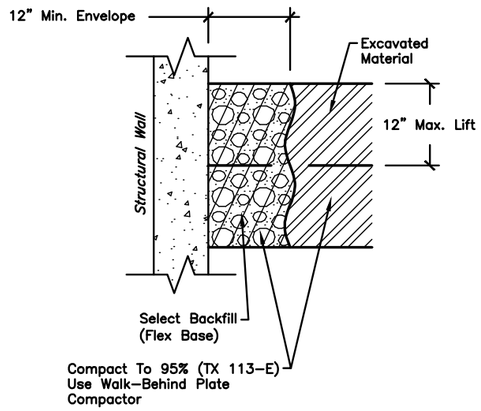

**REBAR**
*No Scale*




**SECTION A- DEMOLITION**
*Scale: 1" = 40'*




**SECTION A - RECONSTRUCTION**
*Scale: 1" = 40'*




**BACKFILL**
*No Scale*

GBA
Leander Office
County Road 269
Leander, TX 78641
512.259.3882
Austin Office
9601 Amberglen #109
Austin, TX 78729
737.247.7500
gbateam.co
Texas Eng. Firm #4242

Item 8.

BELL FARMS LIFT STATION

# SURGE RELIEF VALVE PIPE RE-ADJUSTMENT

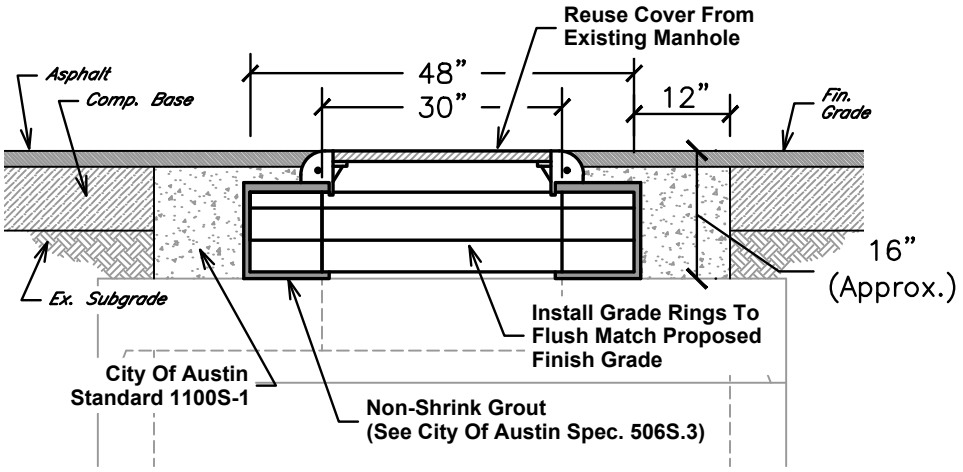
PROJECT NUMBER
15110.02
DATE
2024/03/19
SHEET NUMBER
Exhibit "A"



G:\15110.02\Civil 3D\Production Drawings\Exhibits\15110.02X2603 Bell Farms Surge Relief Adjustment.dwg Layout: Layout1 -- Friday March 22, 2024, 8:10am -- Copyright 2024, George Butler Associates, Inc.

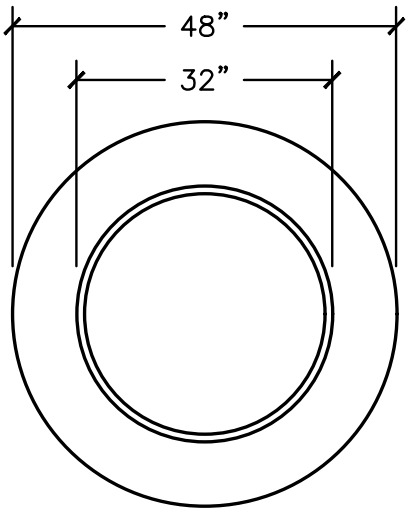
NOTES:

1. DIMENSIONS WILL NEED TO BE FIELD VERIFIED BY CONTRACTOR.
2. CONTRACTOR TO NOTIFY ENGINEER OF ANY NECESSARY ADJUSTMENTS NEEDED FOR CONSTRUCTION.
3. REFER TO CITY OF MANOR STANDARD DETAIL WW–03.

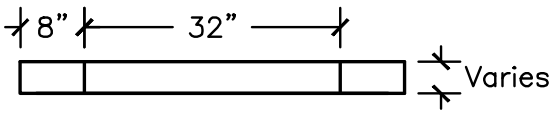



**SECTION A**

SCALE: 1/2" = 1'–0"



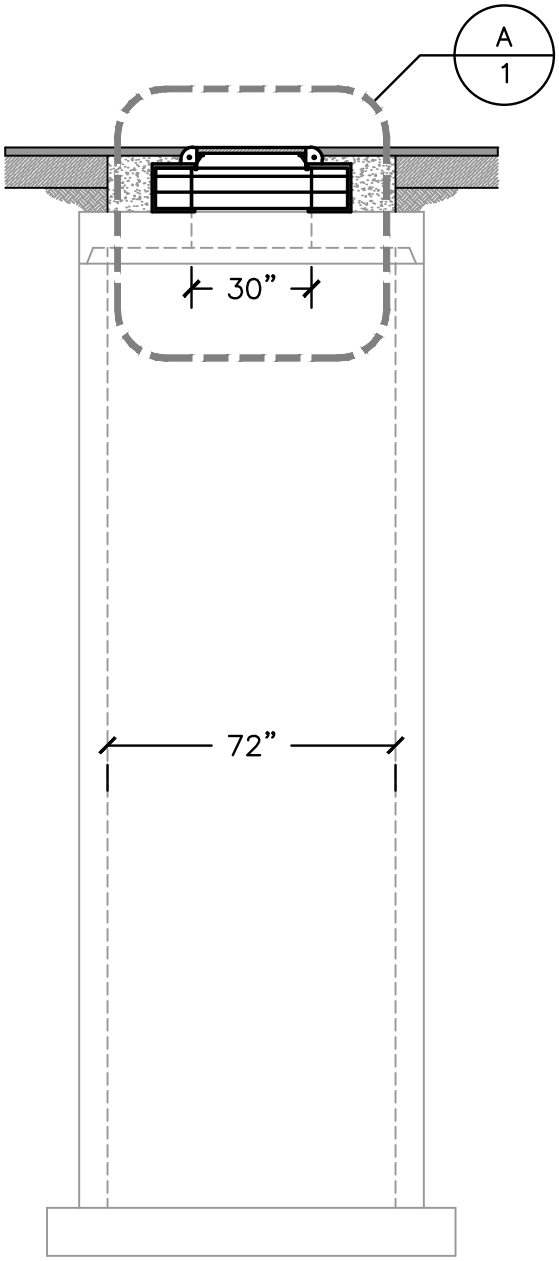

GRADE RING - PLAN




GRADE RING - ELEVATION

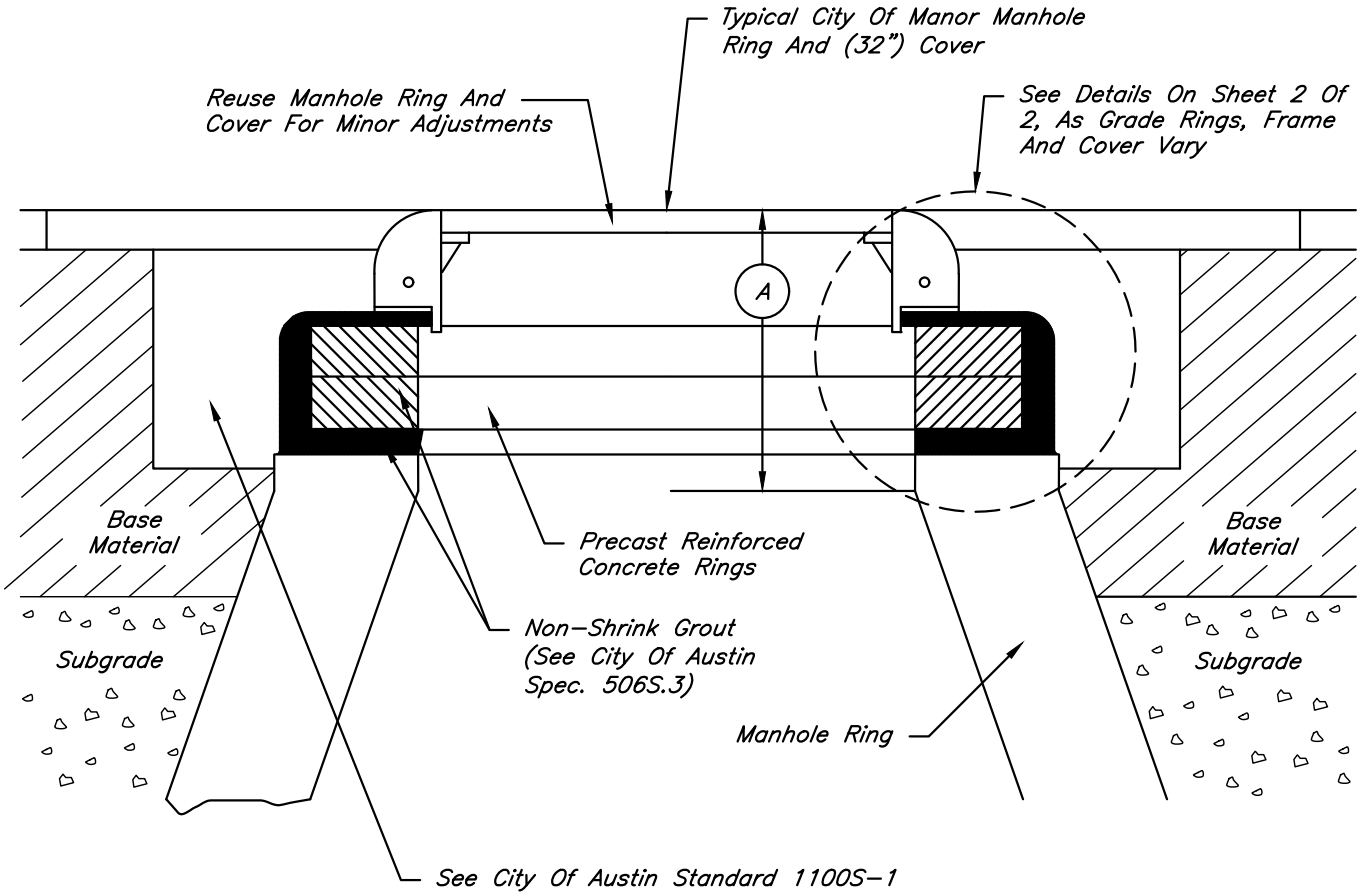
**MANHOLE GRADE RING**

SCALE: 1/2" = 1'–0"




**EXISTING MANHOLE**

SCALE: 1/4" = 1'–0"




(A) Vertical Face = Allowable Throat Or Chimney Height
= New Construction = 21" Max.
= Existing Construction = 27" Max.

Notes:

1. Non-shrink Grout Shall Not Exceed 1" In Any Dimension.
2. Sub-grade And Base Materials Shall Be Compacted According To Items 201S And 210S, Respectively, Of The City Of Austin Standard Specifications.
3. Refer To City of Austin Standard 1100S-1 For Repairs Around Manholes.

Approved
09/29/2023
Date

THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR THE APPROPRIATE USE OF THIS DETAIL. (NOT TO SCALE)

# CITY OF MANOR

MINOR MANHOLE ADJUSTMENT & NEW MANHOLE CONSTRUCTION

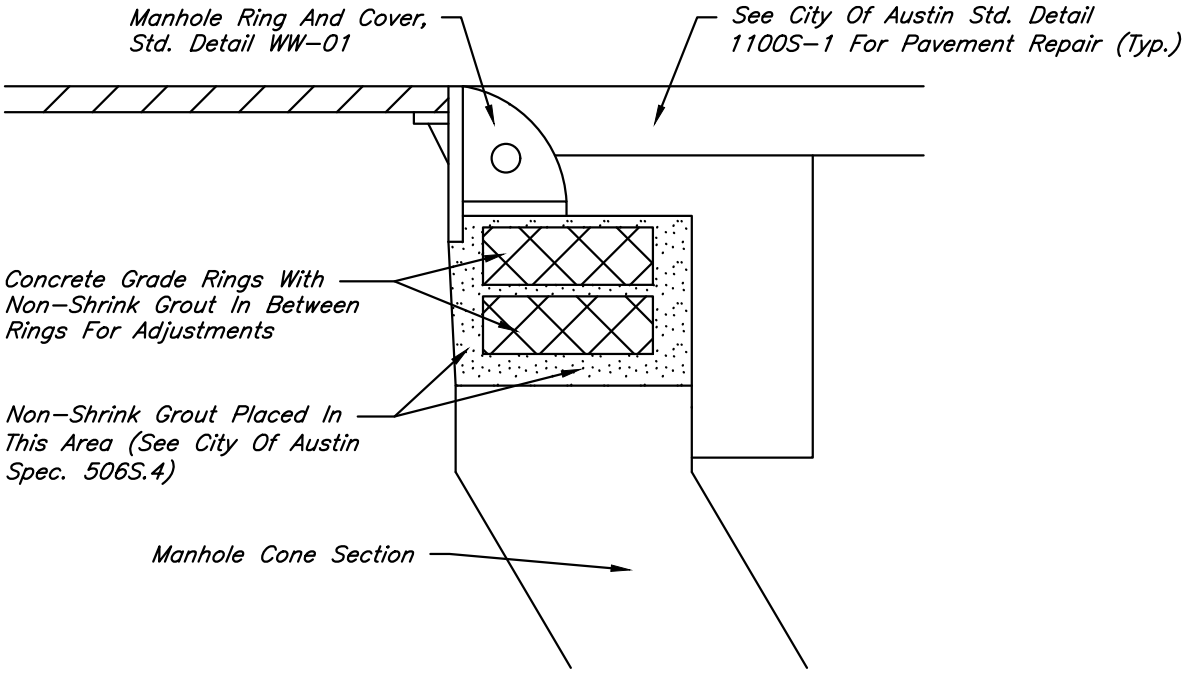
CONSTRUCTION STANDARD DETAILS

Detail No. WW-03 (1 of 2)

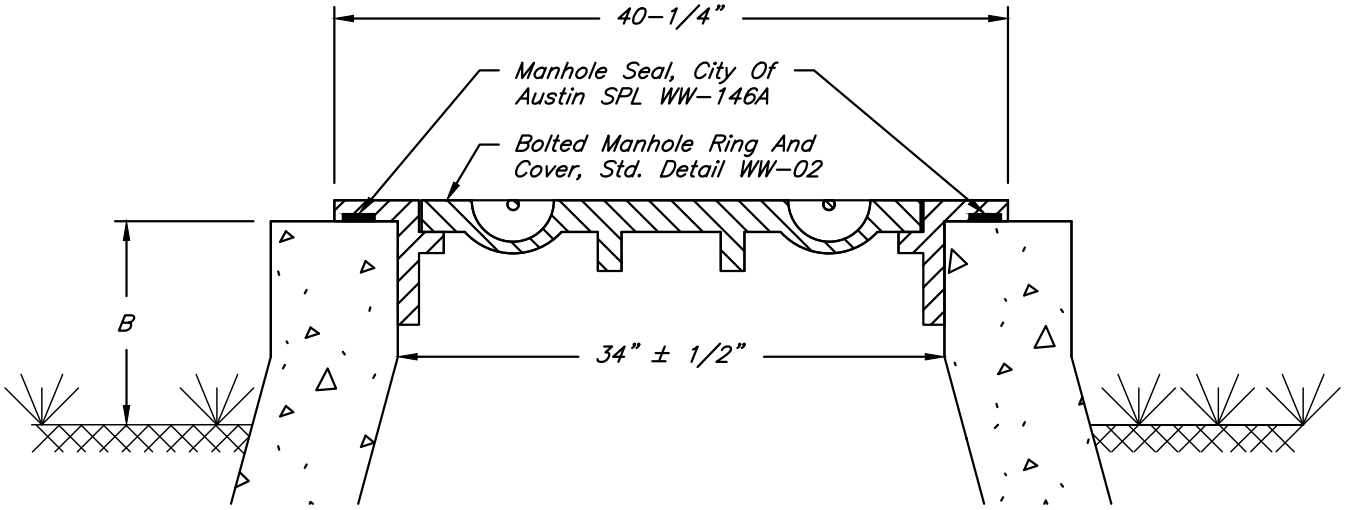
WW-03.dwg

CITY OF MANOR EST. 1872 TEXAS

## INSIDE PAVEMENT DETAIL




## OUTSIDE PAVEMENT DETAIL




**Notes:**

1. For Use In Unpaved Areas Only
2. When Used Within 100-year Floodplain, See Std. Detail WW-05 For Additional M.H. Requirements.
3. Dimension B=6"-12" For M.H. Located In 100-yr Flood Plan; B=2"-12" For M.H. Outside 100-yr Flood Plan.

Approved
09/29/2023
Date

THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR THE APPROPRIATE USE OF THIS DETAIL. (NOT TO SCALE)

# CITY OF MANOR

MINOR MANHOLE ADJUSTMENT & NEW MANHOLE CONSTRUCTION

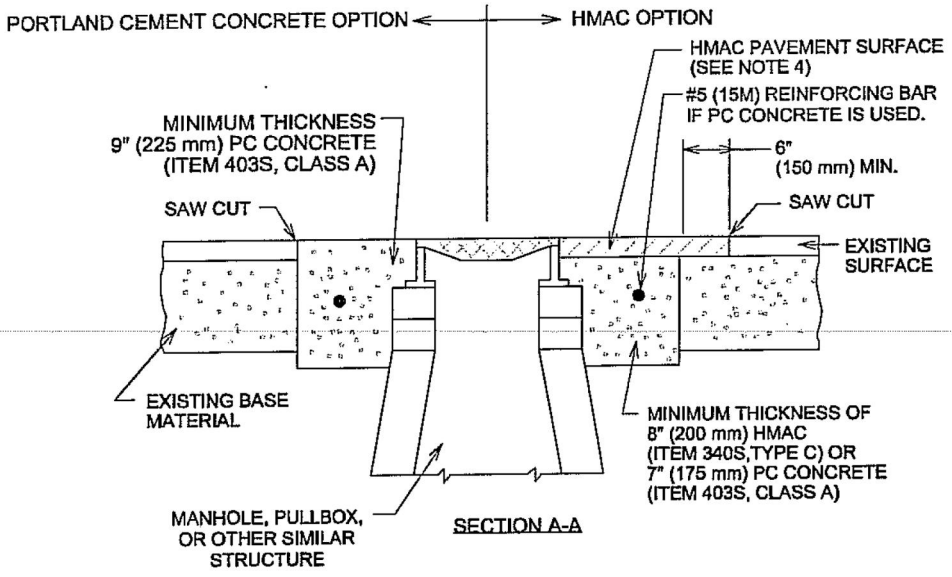
CONSTRUCTION STANDARD DETAILS

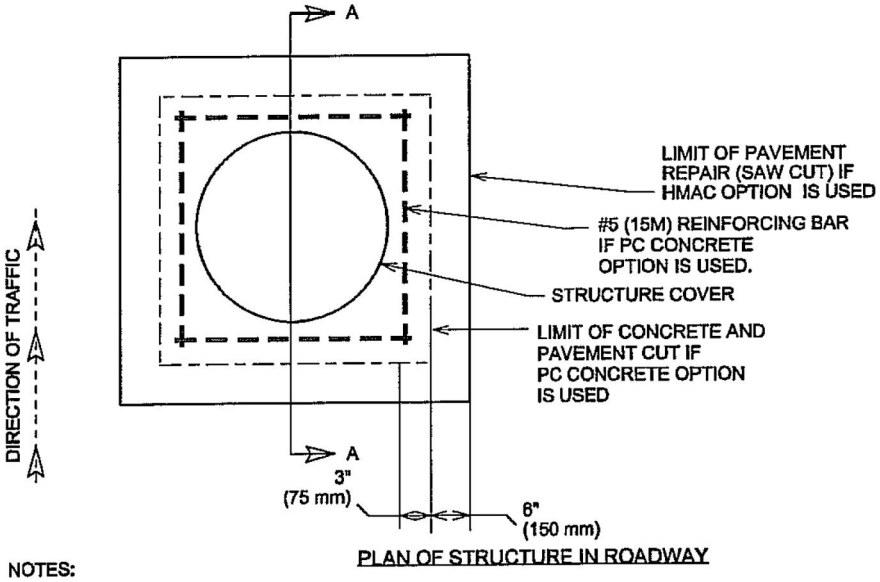
Detail No. WW-03 (2 of 2)

WW-03.dwg

CITY OF MANOR EST. 1872 TEXAS

# MISCELLANEOUS REPAIRS AROUND UTILITY CASTINGS (UCM SECTION 5.8.3)




PLAN OF STRUCTURE IN ROADWAY

NOTES:

1. IF PC CONCRETE IS USED AROUND THE MANHOLE, THE CONCRETE SHALL BE REINFORCED WITH #5 (15M) BARS AS SHOWN. THE CONCRETE SHALL EXTEND TO EDGE OF SAW CUT PAVEMENT EDGE.
2. REQUIREMENTS FOR NEW MANHOLE CONSTRUCTION AND MINOR MANHOLE ADJUSTMENTS IN NEW, RECONSTRUCTION AND REPAVING PROJECTS ARE INCLUDED IN STANDARD NO. 506S-4 AND 506S-4A.
3. REQUIREMENTS FOR WATER VALVE ADJUSTMENTS ARE INCLUDED IN STANDARD DETAILS 511S-13A AND 511S-13B.
4. REPLACEMENT HMAC SURFACE LAYER SHALL BE OF THE TYPE AND THICKNESS BASED ON FUNCTIONAL CLASSIFICATION.
   a) MIN. 2" (50 mm) HMAC TYPE "D" FOR TRENCH REPAIR IN LOCAL/RESIDENTIAL STREETS.
   b) MIN. 3" (75 mm) HMAC TYPE "C" FOR TRENCH REPAIR IN COLLECTOR/ARTERIAL STREETS. SEE ITEM 340S, SECTION 340S.4.
5. REFER TO UCM SECTION 5.8.3 FOR ADDITIONAL BACKFILL REQUIREMENTS.

| CITY OF AUSTIN<br>DEPARTMENT OF PUBLIC WORKS | CASTING ADJUSTMENT | |
|---|---|---|
| 1/4/10<br>ADOPTED | THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD. | STANDARD NO.<br>1100 |

1500 County Road 2
Leander, TX 78641

Mailing Address:
9601 Amberglen Blvd. #109
Austin, TX 78729



# MEMORANDUM

To: City of Manor

From: GBA

Date: 4/17/2023

Subject: Change Order No.3 for Bell Farms and Presidental Glen Lift Station Expansion

This will cover the necessary change orders that are being requested for the Bell Farms and Presidential Glen Lift Station Expansion.

The surge relief valve piping that was originally installed in 2004 was off-center and did not line up with the surge relief valve that was installed in this current project. An investigation was made to avoid cutting the slab and digging down to the piping, however these options were not viable. This change order includes cutting the slab, excavating, removing material to reach the surge relief valve piping, adjusting the surge relief valve piping, backfilling, dowelling to match existing rebar, and patching up chipped concrete in the valve vault. An exhibit is provided for reference.

The new wet well installed was 18” below grade due to the wet well stub out in the existing wet well having a lower elevation than anticipated based on the plans of the original installation in 2006. This work includes the installation of grade ring adjustments, doweling, forming, and raking of forms. An exhibit is provided for reference.

The associated work to adjust the surge relief valve piping and the installation of grade ring adjustments will be a change order of $19,811.18.

This change order will be a 1% increase from the original contract amount.

This change order will also include additional days to the contract time. An increase of three days for the surge relief valve piping adjustment, two days for the grade ring adjustment, and forty-seven days for the additional bypass pumping time that was approved in the previous Change Order No. 2. This will increase the contract time by fifty-two days and change the original final completion date of 5/30/2024 to 7/21/2024.

AGENDA ITEM NO. 9

# AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 17, 2024
**PREPARED BY:** Matthew Woodard, Director of Public Works
**DEPARTMENT:** Public Works

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action authorizing the purchasing of sixteen (16) automatic hydrant flushers.

**BACKGROUND/SUMMARY:**

As of February 5, 2024, the City of Manor has 403,326 feet of Water lines and 607 fire hydrants. Funding was included in the FY2023-24 budget to cover the costs of these automatic hydrant flushers, which help flush dead-end mains. These units utilize Bluetooth capability, which will allow the devices to run at night when water usage is usually at lower flow rates. The installation of these units will help save time and allow the operators to perform other routine maintenance tasks during the day.

Kupferle has been the leader in automatic flushing technology for over a decade, providing easy solutions to improve and maintain water quality in distribution systems, especially on dead-end mains. Kupferle's durable and easy-to-use automatic flushing stations help distribution superintendents and water quality managers maintain safe chlorine residuals and remove aging water before harmful disinfection byproducts (DBPs) can form. Utilizing a Bluetooth controller), users program a day/time/duration flushing schedule (e.g., M/2 am/20 minutes). The station then flushes the line (up to 200 GPM for 2" models and 65 GPM for 1" models) at the scheduled times. Powered by a standard 9-volt battery, Automatic Flushing Stations have been shown to improve and maintain water quality while flushing up to 50% less water than flushing fire hydrants, saving time, water, and money for utilities.

TCEQ Regulations:
§290.46(l) Flushing of mains. All dead-end mains must be flushed at monthly intervals. Dead-end lines and other mains shall be flushed as needed if water quality complaints are received from water customers or if disinfectant residuals fall below acceptable levels as specified in §290.110 of this title.

**LEGAL REVIEW:** No
**FISCAL IMPACT:** No Approved FY23-24 Budget
**PRESENTATION:** No
**ATTACHMENTS:** Yes

- Quote from Core & Main
- Quote from USA Bluebook
- Quote from BenMark Supply Company Inc.

**STAFF RECOMMENDATION:**

The city staff recommends that the City Council approve purchasing 16 automatic hydrant flushers from Core & Main in an amount not to exceed $38,400.00.

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

# Bid Proposal for Manor - Eclipse #9700

CUSTOMER

**CITY OF MANOR**
105 EAST EGGLESTON ST
MANOR, TX 78653

**Job**
Manor - Eclipse #9700
Manor, TX
Bid Date: 04/26/2024
Bid #: 3389684

CONTACT

**Sales Representative**
Matthew Dulock
(M) 512-801-0815
(T) 512-990-8470
(F) 512-990-0069
Matt.Dulock@coreandmain.com

**Core & Main**
1301 West Wells Branch Pkwy
Pflugerville, TX 78660
(T) 5129908470

NOTES

# Bid Proposal for Manor - Eclipse #9700

**CITY OF MANOR**
**Job Location:** Manor, TX
**Bid Date:** 04/26/2024
**Core & Main** 3389684

**Core & Main**
1301 West Wells Branch Pkwy
Pflugerville, TX 78660
**Phone:** 5129908470
**Fax:** 5129900069

| Seq# | Qty | Description | Units | Price | Ext Price |
|---|---|---|---|---|---|
| | | | | | |
| 20 | 16 | KUP #9700 2-1/2" AUTO HYDRANT FLUSHER | EA | 2,400.00 | 38,400.00 |
| | | W/ BLUETOOTH | | | |
| | | | | **Sub Total** | **38,400.00** |
| | | | | **Tax** | 0.00 |
| | | | | **Total** | **38,400.00** |

**UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT:** https://coreandmain.com/TandC/

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FAX: (847) 689-3030
TOLL FREE : (800) 548-1234
F.E.I.N : 75-2007383

# QUOTE

| | |
|---|---|
| DATE | 4/3/2024 |
| QUOTE | QUOT106646 |
| ACCOUNT NUMBER | 63403 |
| QUOTED TO | Raymond Muniz |
| QUOTED BY | Yarelly |
| PAGE NUMBER | 1 of 1 |

USE THIS QUOTE# **QUOT1066468-5** ON PO's!

**SHIP TO**
**MANOR CITY OF**
416 GREGG ST
MANOR, TX 78653
USA

**BILL TO**
**MANOR CITY OF**
PO Box 387
Manor, TX 78653
USA

| CUSTOMER PO # | EXPIRES | SALES PERSON | TERMS | SHIP FROM | SHIP VIA |
|---|---|---|---|---|---|
| 4/2/24 | 5/2/2024 | Christopher | Net 30 days | IL | VEN CHOICE |

| ITEM # | DESCRIPTION | QTY | U/M | PRICE | EXTENSION |
|---|---|---|---|---|---|
| 89475 | Eclipse 9700 2'', Red Portable Auto Flushing Hydrant w/Bluetooth<br>The lead time is 31 days. | 16 | ea | $2,450.25 | $39,204.00 |

| MERCHANDISE | MISCELLANEOUS | FREIGHT | TAX | TOTAL |
|---|---|---|---|---|
| $39,204.00 | $ 0.00 | $ 0.00 | $0.00 | $39,204.00 |

Authorized Signature

PO (If Required)

Please note that your order may be subject to applicable taxes based on current rates at the time your order is completed.

This quote and all sales by HD Supply Facilities Maintenance, LTD. d/b/a USABlueBook shall be governed exclusively by the Terms of Sale available at usabluebook.com/termsofsale

TO ORDER:For your convenience, you may simply sign and return via email to customerservice@usabluebook.com. We will process your order promptly and email a confirmation so you know we have it. If you prefer to call your order in or have additional questions or concerns, you may contact our Customer Service Department at (800) 548-1234. Please note any changes to the quantities or shipping address.

Thanks for choosing USABlueBook.

# QUOTAT

BenMark Supply Company Inc.

15405 HWY 29
Liberty Hill, TX 78642
512-778-4125

| Order Number | |
|---|---|
| 1436471 | |
| Order Date | Page |
| 02/26/2024 14:38:15 | 1 of 1 |

Quote Expires On: 03/27/2024

**Bill To:**
City of Manor
P O Box 387
Manor, TX 78653

**Ship To:**
City of Manor
416 Gregg Street
Manor , TX 78653

512.272.5555

Requested By: Raymond Muniz

**Customer ID:** 103993

| *PO Number* | *Ship Route* | *Taker* |
|---|---|---|
| Hydrant Flusher with Bluetooth | | FARNSWORTHS |

| *Quantities* | | | | | *Item ID* / *Item Description* | *Pricing UOM* / *Unit Size* | *Unit Price* | *Extended Price* |
|---|---|---|---|---|---|---|---|---|
| *Ordered* | *Allocated* | *Remaining* | *UOM* / *Unit Size* | *Disp.* | | | | |
| 16 | 0 | 16 | EA | | 9700 | EA | 2,505.7895 | 40,092.63 |
| | | | 1.0 | | Eclipse Auto Flushing Hydrant 2in | 1.0 | | |

*Total Lines: 1*

| | |
|---|---|
| ***SUB-TOTAL:*** | 40,092.63 |
| ***TAX:*** | 0.00 |
| ***AMOUNT DUE:*** | **40,092.63** |
| | *U.S. Dollars* |

AGENDA ITEM NO. 10

# AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 17, 2024
**PREPARED BY:** Scott Moore, Director
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a Water Conservation Plan and a Drought Contingency Plan for the City of Manor.

**BACKGROUND/SUMMARY:**

The City of Manor is required to have a Drought Contingency Plan and Water Conservation Plan updated every five years. In April 2009, the City Council adopted a Conversation Plan for its wholesale and retail treated water utility systems to manage public water resources effectively and to plan appropriate responses to emergency and drought conditions. The adopted plan recognized that conservation is valuable in managing water and wastewater utility systems. The benefits of water conservation include extending available water supplies; reducing the risk of shortage during periods of extreme drought; reducing water and wastewater utility operating costs; improving the reliability and quality of water utility service; reducing customer costs for water service; reducing wastewater flows; improving the performance of wastewater treatment systems; and enhancing water quality and the environment.

The city currently bills 5,652 water service connections with an estimated water service population of 20,939. The city experienced a population growth of 70%+ since the 2010 census. The City's population will continue to grow, with the water service population estimated to be at 28,240 by the year 2030.

The Drought Contingency Plan will be adopted to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of a water supply shortage or other water supply emergency conditions. Due to the recent summer droughts that have impacted Central Texas, the city was forced to activate mandatory water conservation measures. The mandatory regulations and restrictions on the delivery and consumption of potable water were necessary, which the citizens adjusted their water usage to comply with the mandate.

The Water Department will take the following steps to ensure our customers are well-informed and educated on the adopted Drought Contingency and Water Conservation Plans:

- Staff will develop and provide water conservation brochures and handouts to water customers on an annual basis and utilize social media and public forums to provide updates and informative conservation measures;

- Staff local events to provide water customers with water-saving tips, low-flow shower heads, faucet aerators, and other information.
- The City will continue to promote a landscape water management information program.
- The City will continue to provide information and instructions on its website so that residents can perform evaluations for irrigation systems to ensure they are correctly functioning. This helps educate the water customers on how to operate their irrigation system more efficiently and helps reduce water waste.

The City Council is being requested to adopt plans that provide and establish additional water conservation measures and schedules in order that water conservation may be promptly implemented during the summer months and times of water shortage. Being able to preserve and protect the overall health and safety of the Manor residents will be important for the implementation of conservation measures and outdoor watering schedules commensurate with the beginning of the summer months and other times when system demand for water increases or there is a shortage of water that directly impact the community.

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

- Draft Drought Contingency Plan
- Water Conversation Plan

**STAFF RECOMMENDATION:**

The staff recommends that the City Council direct the City Manager to make any final additions to the Water Conservation and Drought Contingency Plans for approval on May 1, 2024.

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

# Drought Contingency Plan

## Water Conservation

## Article 1: General provisions

### 1.01 SCOPE.

This subchapter addresses the establishment of the city's water conservation ordinance (the "Water Conservation Ordinance" or "Ordinance") and the City's drought contingency plan (the "Drought Contingency Plan" or "Plan"). Copies of the Ordinance and Drought Contingency Plan will be available for inspection or reproduction in the office of the city secretary and on the city's website, www.manortx.gov.

### 1.02 DECLARATION OF POLICY, PURPOSE, AND INTENT.

(A) To conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of a water supply shortage or other water supply emergency conditions, the city hereby adopts the regulations and restrictions on the delivery and consumption of potable water set forth in this subchapter.

(B) Water uses regulated or prohibited under this Plan are nonessential, and continuation of such uses constitutes a waste of water, which subjects the offender(s) to penalties as defined in section 2.09 *Enforcement* of this Plan.

(C) The city operates a reuse station that utilizes wastewater effluent to provide water for landscape irrigation and dust control. This Plan will not affect the use of effluent irrigation water.

### 1.03 PUBLIC INVOLVEMENT.

The public was able to provide input into preparing this Plan during the public hearing that was held before the City Council considered the Ordinance adopting this Plan.

### 1.04 PUBLIC EDUCATION.

The city will educate the public about conservation and drought conditions through information from the Public Works Department, 416 Gregg St., or by calling the Public Works Department at (512) 272-5555 ext. 5. As trigger conditions approach, the public will be notified through press releases on the current conditions and water conservation methods on the city's internet website.

### 1.05 AUTHORIZATION.

The City Manager is hereby authorized and directed to implement the applicable provisions of this Plan upon a determination that such implementation is necessary to protect public health, safety, and welfare. The City Manager may initiate or terminate drought or other water supply

emergency response measures as described in this Plan (See section **2.01** *Water Conservation Guidelines*).

## 1.06 APPLICATION.

The provisions of this Plan apply to all persons, customers, and property utilizing water provided by the city. The terms “person” and “customer” used in this Plan include individuals, corporations, partnerships, associations, and all other legal entities.

## 1.07 DEFINITIONS.

For the purposes of this Plan, the following definitions apply:

1) AESTHETIC WATER USE means water is used for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

2) AUTOMATIC IRRIGATION SYSTEM means any irrigation system connected to and operated by a programmable controller, including a permanently or temporarily installed irrigation system.

3) COMMERCIAL AND INSTITUTIONAL WATER USE means water use is integral to commercial and nonprofit establishments and governmental entities such as retail establishments, hotels and motels, restaurants, and office buildings.

4) COMMERCIAL FACILITY means a municipal, business, or industrial building and the associated landscaping but does not include a golf course's fairways, greens, or tees.

5) CONSERVATION means those practices, techniques, and technologies reduce water consumption, reduce the loss or waste of water, improve the efficiency in water use, or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

6) CUSTOMER means any person, company, or organization using water supplied by the city.

7) DESIGNATED OUTDOOR WATER USE DAY means the day a person is permitted to irrigate outdoors as prescribed in section 2.01 *Water Conservation Guidelines*.

8) DIRECTOR means the Director of the City of Manor Public Works Department.

9) DOMESTIC WATER USE means water is used for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or cleaning a residence, business, industry, or institution.

10) DRIP IRRIGATION SYSTEM means small-diameter pressurized lines that are directly buried in the soil to a nominal depth of six inches and contain pressure-reducing emitters to restrict water flow to a meager rate.

11) DROUGHT CONTINGENCY PLAN means a strategy or combination of methods for temporary supply management and demand management responses to temporary and potentially recurring water supply shortages and other water supply emergencies required by Texas Administrative Code Title 30, Chapter 288, Subchapter B.

12) FOUNDATION WATERING means applying water to the soils directly abutting the foundation of a building, structure, or improvement on land.

13) HOSE-END SPRINKLER means an above-ground water distribution device that may be attached to a garden hose.

14) HOUSEHOLD means the residential premises are served by the customer's meter.

15) INDUSTRIAL WATER USE means the use of water in processes designed to convert lower-value materials into forms with more excellent usability and value.

16) LANDSCAPE IRRIGATION USE means water is used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, athletic fields, parks, and rights-of-way and medians.

17) MANUAL IRRIGATION SYSTEM means an irrigation system designed to require the manual operation of valves or the attachment of a quick-coupling device.

18) MULTI-FAMILY PROPERTY means property containing five or more dwelling units.

19) NEW LANDSCAPE means vegetation:

(a) installed at the time of the construction of a residential or commercial facility.
(b) installed as part of a governmental entity's capital improvement project.
(c) installed to stabilize an area disturbed by construction or that alters more than 500 contiguous square feet of an existing landscape.

20) ORNAMENTAL FOUNTAIN means an artificially created structure from which a jet, stream, or water flow emanates, and the water is not used to preserve aquatic life.

21) PERMANENTLY INSTALLED IRRIGATION SYSTEM means a custom-made, site-specific system of delivering water generally for landscape irrigation via pipes or underground conduits.

22) PERSON means any natural person or legal entity such as an individual, business, partnership, association, firm, corporation, governmental, or other natural, business, or legal entity that receives, requests, manages, uses, maintains, or is responsible for water utility service at a service address, whether the person or entity is a customer or account holder of the City of Manor Water Utilities.

23) PERSONS PER HOUSEHOLD means only those persons currently physically residing on the premises and expected to live there for the entire billing period.

24) PREMISE means fencing walls or living areas do not enclose the property's outdoor area and do not include areas for storing vehicles or other motorized equipment.

25) RESIDENTIAL FACILITY means a site with four or fewer dwelling units.

26) SINGLE-FAMILY RESIDENTIAL CUSTOMER means any residential dwelling designed for and inhabited by a single person or family unit.

27) TEMPORARILY INSTALLED IRRIGATION SYSTEM means a universally applicable above-ground irrigation system that uses a flexible hose or hardened pipe to deliver water to a movable water distribution device.

**1.08 COMPLIANCE REQUIRED.**

A person may not use or permit the use of water in a manner that conflicts with the requirements of this chapter or in an amount more significant than permitted by this chapter.

**1.09 FEES AND CHARGES.**

(A) Fees and charges assessed according to this subchapter shall be set by the City Council under a separate ordinance or, where permitted, by the Director by rule.

(B) Fees and charges associated with enforcement of this subchapter shall be identified on the customer's utility billing invoice or on the order assessing the fee or charge, except as where otherwise provided by local ordinance or adopted rule.

**1.10 INSPECTIONS AND RIGHT OF ENTRY.**

(A) The Director or Director's designee may:

(1) inspect any property, equipment, or improvement to determine compliance with this subchapter; and

(2) require an owner, occupant, operator, manager, or user of a property, equipment, or improvement to correct a violation of this subchapter.

(B) An inspection of a residential property shall be conducted from:

(1) areas accessible to the public; or

(2) a restricted access area only after the Director or Director's designee has presented official identification to the property manager, owner, occupant, or other representative and obtained consent to enter a restricted access area.

(C) If consent for entry necessary to inspect to determine compliance with this subchapter is required but denied, withdrawn, limited, or impaired, the Director or Director’s designee may seek any recourse available under applicable law to obtain entry and inspection.

(D) Conducting or failing an onsite inspection does not impose liability on the City, a city officer or employee, or a city representative for damage to a person or property.

## Article 2: Drought Contingency Plan and Conservation Stages

### 2.01 WATER CONSERVATION GUIDELINES.

(A) The Director shall recommend, and the City Manager shall adopt water conservation guidelines that include:

(1) policies for compliance by city or other governmental departments; and

(2) the criteria for determining when a conservation stage occurs or terminates.

(B) The City Manager shall update the guidelines if the City Manager determines that changed conditions of the city's water supply system, regulatory obligations, or other environmental or situational factors warrant or necessitate guideline adjustment.

(C) The City Manager may order that the water use restrictions of Drought Response Stage One Regulations, Drought Response Stage Two Regulations, Drought Response Stage Three Regulations, or Water Rationing take effect after determining that the order is necessary to protect the public health, safety, or welfare. The City Manager may base a conservation, drought, or emergency stage declaration or termination on any condition, occurrence, factor, or an assessment of all relevant circumstances that, in the judgment of the City Manager, support such action for any lawful purpose. The order is effective immediately following official public notice.

(D) Water use regulations of section 2.06 *Drought Response Stages* remain in effect until the City Manager orders termination of the stage following subsection (C) of section 2.01 *Water Conservation Guidelines*. Unless a drought or emergency stage is expressly declared by order of the City Manager, water use regulations of section 2.06 *Drought Response Stages* automatically resume by default immediately upon any ordered termination of any drought or emergency stage.

(E) Any outdoor water use subject to the provisions of this subchapter shall occur only on a day designated for the applicable water-use activity, property/facility type, and street number address classification indicated in the following tables. A person may not conduct, authorize, or permit outdoor water use except following the designation schedule in the following tables. In the following tables, "EVEN" or "ODD" correspond to the street number of the physical property address where the outdoor water use occurs. The tables below shall be called the " Outdoor Water Use Schedule."

| The watering schedule for the Conservation Stage | |
|---|---|
| Property type | Watering day |
| Residential Property - EVEN | Thursday and Sunday |
| Residential Property - ODD | Wednesday and Saturday |
| Commercial/Multifamily facilities | Tuesday and Friday |
| Public/Private Schools | Monday and Friday |

| Watering Schedule for Drought Response Stage 1 and Stage 2 | |
|---|---|
| Property type | Watering day |
| Residential Property – addresses ending in 0 or 1 | Monday |
| Residential Property - addresses ending in 2 or 3 | Tuesday |
| Residential Property – addresses ending in 4 or 5 | Wednesday |
| Residential Property – addresses ending in 6 or 7 | Thursday |
| Residential Property - addresses ending in 8 or 9 | Friday |
| Commercial/Multifamily Facilities | Saturday |
| Public/Private Schools | Sunday |

(F) The Director may order temporary modification or adjustment to the Outdoor Water Use Schedule in the event of an unusual water system operational event, catastrophic occurrence, severe weather event, or other emergency, disaster situation, or occurrence necessitating the adjustment. A temporary modification or adjustment to the Outdoor Water Use Schedule shall be effective immediately upon official public notice. It shall continue in effect for a period not to exceed fifteen (15) consecutive days. The Director shall provide official public notice of the date upon which any temporary modification or adjustment to the Outdoor Water Use Schedule expires and the standard Outdoor Water Use Schedule resumes.

(G) The Director shall monitor the daily supply and demand for water and make recommendations to the City Manager about whether or when to implement or terminate water use restrictions under the Drought Contingency Plan in effect and kept on file with the City of Manor's Water Utilities and the City Secretary or when relevant to any other circumstances affecting continuity of service or public health, safety, or welfare.

**2.02 EXEMPTIONS.**

(A) Exemptions under this subsection apply to section 2.06 *Drought Response Stages* and are:

(1) Water use is necessary to protect the public's health, safety, or welfare.

(2) The use of reclaimed or auxiliary water not supplemented by or mixed with potable water supplied by the City of Manor Water Utility.

(3) Necessary use of water for the lawful repair of a water distribution facility, flushing of utility lines, or residential or commercial plumbing lines.

(4) Necessary use of water, other than for landscape irrigation, for a governmental entity performing a governmental function, including a capital improvement construction project.

(5) Use of water, other than for landscape irrigation, necessary to meet express requirements of federal, state, or local permits related to land development that include but are not limited to roadway base preparation, dust control, maintenance of trees subject to preservation restrictions or requirements, concrete or asphalt work, or modification or construction of improvements.

(6) Necessary washing or sanitizing to prevent public health or disease transmission risk associated with liquid, solid, or particulate residue in or on vehicles, containers, or equipment lawfully used to maintain, process, or transport food, perishables, garbage, liquid or solid waste, organic materials, or recyclables; or

(7) Water use immediately necessary for or related to firefighting, fire prevention, or fire suppression activity or operations conducted because of actual risk to public or environmental health, safety, or welfare, life, or property associated with the presence of an uncontrolled fire on or approaching any person or property.

(B) The following activities shall be exempt from the application of section 2.06 *Conservation Stage*, *Drought Response Stage One Regulations*, *and Drought Response Stage Two Regulations.*

(1) Outdoor irrigation:

(a) using drip irrigation;
(b) of vegetable gardens using a soaker hose;
(c) of athletic fields used for organized sports practice, competition, or exhibition events when irrigation is necessary to protect the health and safety of the players, staff, or officials present for the athletic event;
(d) immediately following a commercial lawn treatment application by an applicator who possesses required licensure as applicable for the use of such substances including fertilizer, pesticides, and herbicides, provided receipts documenting such application and the applicator's credentials are provided upon request to a designee of the Director; or
(e) of plant material at a commercial nursery.

(2) Water use:

(a) necessary for the repair or installation of a permanently or temporarily installed landscape irrigation system when the person performing the irrigation work is present in irrigation; or
(b) necessary for repairing, testing, or installing an ornamental fountain when the person performing the testing, repair, or installation is present.

(C) The following activities shall be exempt from the application of section 2.06 *Water Conservation Stage* and *Stage 1 - moderate water shortage conditions* requirements:

(1) Water use necessary to comply with federal, state, or local land development permits requiring the establishment of new landscaping between the hours of 7:00 p.m. to 10:00 a.m.; and

(2) Irrigation of areas documented on an approved and released site plan as golf course fairways, greens, or tees.

**2.03 WASTE OF WATER PROHIBITED.**

This section prohibits the waste of water year-round.

(A) A person may not:

(1) Fail to repair a controllable leak, including a broken sprinkler head, pipe, or a leaking valve.

(2) Operate any irrigation system with:

(a) A broken head.
(b) A head that is out of adjustment and the arc of the spray head is over a street, parking area, or other impervious surface.
(c) A head that is misting because of high water pressure

(3) Allow water flow during irrigation that:

(a) Runs, flows, or streams in a way that extends into a street, parking area, or other impervious surface for 50 feet or greater; or
(b) Allows water to the pond to a depth greater than 0.25 inch in a street, parking area, or on another impervious surface.

(B) It is an affirmative defense to a charge of a violation of subsection 2.03(A) above that the act or omission charged in the complaint occurred during necessary repair, testing, or calibration of a new or existing irrigation or plumbing system, that the person performing the system testing, repair, or calibration was present at the site at the time of the act or omission charged in the complaint, and that the irrigation or plumbing system and its testing, repair, or calibration work at issue complied at the time with all applicable regulations, permit and development approval requirements.

(C) It is an affirmative defense to a charge of a violation of subsection 2.03(A)(1) above that the property where the leak occurred has been officially accepted into a government-assisted housing repair program, the condition is within the scope of repairs the government has agreed to fund or repair. The person charged with the violation or the property where the violation occurs is not in default of any obligation of the government-assistance housing repair program at the time of the violation charged.

**2.04 APPLICABILITY OF REGULATIONS; AFFIRMATIVE DEFENSES.**

(A) This subchapter applies to a person who uses, directs, manages, or allows potable water supplied by the City of Manor. The subchapter does not apply to a person who only uses, requires, controls, or enables the use of auxiliary or reclaimed water.

(B) It is an affirmative defense to a violation of this subchapter that the use of water that gave rise to the breach was consistent with the agreed-upon terms and conditions of a

water service contract with a wholesale water customer and that the use did not constitute a waste of water.

(C) It is an affirmative defense to a violation of this subchapter that the use of water that gave rise to the breach properly utilized solely auxiliary water and did not endanger public health, safety, or property.

(D) It is an affirmative defense to a violation of this subchapter that the use of water that gave rise to the breach properly utilized solely reclaimed water, did not endanger public health, safety, or property, and did not constitute a waste of water in accordance with section 2.03 *Waste of Water Prohibited*.

(E) It is an affirmative defense to a violation of this subchapter that the act or omission that gave rise to the breach occurred solely because of a documented emergency that prevented strict compliance and that the act or omission did not disrupt the availability of adequate water for other public emergency response or firefighting or fire suppression purposes.

**2.05 TRIGGERING CRITERIA FOR INITIATION AND TERMINATION OF DROUGHT RESPONSE STAGES.**

The triggering criteria described below are based on the statistical analysis of the vulnerability of the city's water source under drought of record conditions.

(A) Water Conservation Stage -Year round

(1) Requirements for initiation. Customers shall comply year-round with the requirements and restrictions defined in subsection 2.06(A).

(B) Stage 1 - moderate water shortage conditions.

(1) Requirements for initiation. Customers shall comply with the requirements and restrictions defined in subsection 2.06(B) of this Plan when the average daily water consumption reaches 80% of production distribution capacity for three consecutive days or when well pumps equal to or greater than 15 hours decrease.

(2) Requirements for termination. Stage 1 of this Plan may be rescinded by the City Manager when all conditions listed as triggering events have ceased to exist for three consecutive days or by the City Council if any conditions are listed as triggering events. Other than requirements imposed by the city's wholesale water contract with a wholesale provider has ceased to exist. The City Council finds that terminating the drought response Stage 2 will not adversely affect public health, safety, or welfare. Upon termination of Stage 1, the Water Conservation Stage becomes operative.

(C) Stage 2 - severe water shortage conditions.

(1) Requirements for initiation. Customers shall comply with the requirements and restrictions defined in subsection 2.06(C) of this Plan when the average daily water consumption reaches 90% of production/distribution capacity for three

consecutive days or when well pump hours are equal to or greater than 18 hours, or the City Manager determines that Stage 2 implementation is necessary to protect the city's water supply for essential usages. No variances will be granted during Stage 2 severe water shortage conditions.

(2) Requirements for termination. Stage 2 of this Plan may be rescinded by the City Manager when all the conditions listed as triggering events have ceased to exist for three consecutive days or by the City Council if any of the conditions listed as triggering events, other than requirements imposed by the city's wholesale water contract with a wholesale provider, has ceased to exist. The City Council finds that terminating the drought response Stage 3 will not adversely affect public health, safety, or welfare. Upon termination of Stage 2, the city will determine what stage will become operative based on storage levels.

(D) Stage 3 - emergency water shortage conditions.

(1) Requirements for initiation. Customers shall comply with the requirements and restrictions defined in subsection 2.06(D) of this Plan when the City Manager determines that a water supply emergency exists based on:

(a) The number of hours well pumps run and tank storage elevation;
(b) Major water line breaks or pump or system failures occur and cause an unexpected loss of capability to provide water service;
(c) System demand exceeds available high-service pump capacity;
(d) There is detection of accidental or intentional contamination of the water system;
(e) There is the detection of water system failure from acts of God (e.g., tornados, hurricanes, etc.) or man;
(f) A mechanical failure of pumping equipment occurs during a moderate drought and will require more than 12 hours to repair; or
(g) A wholesale provider cannot give the City their contractual amount.

(2) Requirements for termination. Stage 3 of this Plan may be rescinded by the City Manager when all of the conditions listed as triggering events have ceased to exist for a period of 3 consecutive days or the emergency condition no longer exists or by the City Council if any of the conditions listed as triggering events, other than requirements imposed by the city's wholesale water contract with a wholesale provider, has ceased to exist. The City Council finds that terminating the drought response stage 3 will not adversely affect public health, safety, or welfare.

(E) Water rationing.

(1) Requirements for initiation. Customers must comply with the water rationing and allocation plan prescribed in section 2.07 of this Plan and comply with the requirements and restrictions for Stage 3 of this Plan when the City Manager determines that water rationing is necessary.

(2) Requirements for termination. Water rationing may be rescinded when all the conditions listed warranting water rationing have ceased to exist for a period of 3 consecutive days.

## 2.06 DROUGHT RESPONSE STAGES.

The Public Works Department will monitor water supply and/or demand conditions daily and, in accordance with the triggering criteria set forth in section 2.05 of this Plan, will recommend to the City Manager the extent of the conservation required through the implementation or termination of conservation stages for the city to plan for and supply water to its customers prudently. The City Manager may order the appropriate stage of water conservation implemented or terminated in accordance with the applicable provisions of this subchapter by public notification. The conservation stage will take effect immediately upon public notification:

(A) Conservation Stage.

(1) Goal. Achieve reduction in water usage year-round.

(2) Supply management measures: The city shall comply with the conservation guidelines year-round.

(3) Required water use restrictions

(a) This section prescribes water conservation regulations and applies during the periods specified by section2.01 *Water Conservation Guidelines*.

(b) A person may not irrigate outdoors at a residential facility or a commercial facility except on a designated outdoor water use day for the location.

(c) Outdoor irrigation is permitted if it is by means of a handheld hose equipped with a positive shutoff nozzle, a faucet-filled bucket, or a watering can of five gallons or less.

(d) A person may not irrigate outdoors at a residential facility or a commercial facility between the hours of 10:00 a.m. and 7:00 p.m., even if the irrigation occurs on a designated outdoor water use day for the location.

(e) A person may not operate a patio mister at a commercial facility except between the hours of 4:00 p.m. and midnight.

(f) A person may not use or allow the use of water to wash or rinse an automobile, truck, trailer, boat, airplane, motorcycle, or other mobile equipment or vehicle unless using a hose with a positive shutoff valve or a single, refillable vessel with water. A person commits a separate offense for each vehicle or piece of equipment washed in violation of this subsection. It is an affirmative defense to a violation of this subsection that the water use occurred at a vehicle wash facility for the water use charged in the complaint.

(g) A person may not use or allow the use of water to wash, rinse, or treat any outdoor surface, including but not limited to a sidewalk, driveway, parking area, street, tennis court, patio, or other paved area or outdoor building surface, unless using a hose with a positive shutoff valve or a single, refillable vessel with water. A person commits a separate offense for each outdoor surface washed in violation of this subsection.

(4) Prohibited waste of water. Waste of water (section 2.03) is Prohibited year-round regardless of stage restrictions.

(5) Notwithstanding the prohibitions in this section, irrigation of new landscape installation is permitted. In that event, irrigation may only occur during the hours permitted under subsection 2.06(A)(3) and in accordance with the following 30-day irrigation schedule:

(a) For the first ten days after installation, once a day.
(b) For days 11 through 20 after installation, once every other day; and
(c) For days 21 through 30 after installation, once every third day.

(B) Stage 1 - moderate water shortage conditions.

(1) Goal. Achieve a 10 percent reduction in average daily water use (e.g., total water use, daily water demand, etc.).

(2) Supply management measures. The city will reduce or discontinue flushing of water mains; reduce or discontinue irrigation of public landscaped areas; use an alternative water supply source, where possible; and use reclaimed water for non-potable purposes, where possible. The city will comply with the water use restrictions for Stage 1 when Stage 1 is implemented.

(3) Water use restrictions.

(a) A person may not irrigate outdoors at a residential facility or a commercial facility except on a designated outdoor water use day for the location.
(b) Outdoor irrigation is permitted by a permanently installed automatic irrigation system before 8:00 a.m. and after 7:00 p.m. on an outdoor water use day as designated by the city.
(c) Outdoor irrigation is permitted if it is by means of a handheld hose equipped with a positive shutoff nozzle, a faucet-filled bucket, or a watering can of five gallons or less on a designated outdoor water use day before 10:00 a.m. or after 7:00 p.m.
(d) Outdoor irrigation is permitted by a hose-end sprinkler or a soaker hose before 8:00 a.m. and after 7:00 p.m. on an outdoor water use day as designated by the city.
(e) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle is prohibited except on designated watering days before 10:00 a.m. and after 7:00 p.m. When allowed, such washing must be done with a handheld bucket or hose equipped with a positive shutoff nozzle. This restriction does not apply to commercial carwash or a commercial service station or if washing is necessary to protect the health, safety, and welfare of the public. Charity carwashes are prohibited without a permit approved by the city.
(f) Watering the ground around a foundation to prevent foundation cracking is permitted.
(g) Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or Jacuzzi-type pools is permitted.

(h) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited, except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.
(i) A person may not operate a patio mister at a commercial facility except between the hours of 4:00 p.m. and midnight
(j) Use of water from hydrants will be limited to firefighting and related activities or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated fire hydrants for construction purposes may be allowed under a permit for construction water from the city.
(k) Use of water for the irrigation of golf course greens, tees, and fairways is prohibited except on designated watering days before 8:00 a.m. and after 7:00 p.m. However, suppose the golf course utilizes an irrigation water source other than potable water obtained from the utility provider's water distribution system. In that case, the facility will not be subject to these regulations.
(l) All restaurants are prohibited from serving water to their customers except upon the customer's request.
(m) A person may not use or allow the use of water to wash, rinse, or treat any outdoor surface, including but not limited to a sidewalk, driveway, parking area, street, tennis court, patio, or other paved area or outdoor building surface, unless using a hose with a positive shutoff valve or a single, refillable vessel with water on the person's designated watering day. A person commits a separate offense for each outdoor surface washed in violation of this subsection.

(4) Prohibited waste of water. Waste of water (section 2.03) is prohibited year-round regardless of stage restrictions.

(5) Notwithstanding the prohibitions in this section, irrigation of new landscape installation is permitted. In that event, irrigation may only occur during the hours permitted under subsection 2.06(B)(3) and in accordance with the following 30-day irrigation schedule:

(a) For the first ten days after installation, once a day;
(b) For days 11 through 20 after installation, once every other day; and
(c) For days 21 through 30 after installation, once every third day.

(C) Stage 2 - severe water shortage conditions.

(1) Goal. Achieve a 25 percent reduction in average daily water usage (e.g., total water use, daily water demand, etc.).

(2) Supply management measures. The city will reduce or discontinue flushing of water mains; reduce or discontinue irrigation of public landscaped areas; use an alternative water supply source, where possible; and use reclaimed water for non-potable purposes, where possible. The city must comply with the water use restrictions for Stage 2 when Stage 2 is implemented.

(3) Water use restrictions.

(a) A person may not irrigate outdoors at a residential facility or a commercial facility except on a designated outdoor water use day for the location.
(b) Outdoor irrigation is permitted by a permanently installed automatic irrigation system before 8:00 a.m. and after 7:00 p.m. on an outdoor water use day as designated by the city.
(c) Outdoor irrigation is permitted if it is by means of a handheld hose equipped with a positive shutoff nozzle, a faucet-filled bucket, or a watering can of five gallons or less on a designated outdoor water use day before 10:00 a.m. or after 7:00 p.m.
(d) Outdoor irrigation is permitted by a hose end sprinkler or a soaker hose before 8:00 a.m. and after 7:00 p.m. on an outdoor water use day as designated by the city.
(e) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle is prohibited. This restriction does not apply to commercial carwash or a commercial service station or if washing is necessary to protect the health, safety, and welfare of the public.
(f) Charity carwashes are prohibited without a permit approved by the city.
(g) Watering the ground around a foundation to prevent foundation cracking is only permitted on a resident's designated outdoor water use day before 10:00 a.m. or after 7:00 p.m.
(h) Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or Jacuzzi-type pools is permitted.
(i) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited, except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.
(j) A person may not operate a patio mister at a commercial facility is prohibited
(k) Use of water from hydrants will be limited to firefighting and related activities or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated fire hydrants for construction purposes may be allowed under a permit for construction water from the city.
(l) Use of water for the irrigation of golf course greens, tees, and fairways is prohibited except on designated watering days before 8:00 a.m. and after 7:00 p.m. However, suppose the golf course utilizes an irrigation water source other than potable water obtained from the utility provider’s water distribution system. In that case, the facility will not be subject to these regulations.
(m) All restaurants are prohibited from serving water to their customers except upon the customer’s request.
(n) A person may not use or allow the use of water to wash, rinse, or treat any outdoor surface, including but not limited to a sidewalk, driveway, parking area, street, tennis court, patio, or other paved area or outdoor building surface, unless using a hose with a positive shutoff valve or a single, refillable vessel with water. A person commits a separate offense for each outdoor surface washed in violation of this subsection.

(4) Prohibited waste of water. Waste of water (section 2.03) is prohibited year-round regardless of stage restrictions.

(5) Notwithstanding the prohibitions in this section, irrigation of new landscape installation is permitted. In that event, irrigation may only occur during the hours permitted under subsection 2.06(C)(3) and in accordance with the following 30-day irrigation schedule:

(a) For the first ten days after installation, once every other day.
(b) For days 11 through 20 after installation, once every third day; and
(c) For days 21 through 30 after installation, once every third day.

(D) Stage 3 - emergency water shortage conditions.

(1) Goal. Achieve a 30 percent reduction in average daily water use (e.g., total water use, daily water demand, etc.) over a rolling 12-month period.

(2) Supply management measures. The city must reduce or discontinue flushing of water mains; reduce or discontinue irrigation of public landscaped areas; use an alternative water supply source, where possible; and use reclaimed water for non-potable purposes, where possible. The city must comply with the water use restrictions for Stage 3 when the restrictions are implemented.

(3) Water use restrictions.

(a) All outdoor irrigation is prohibited.
(b) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle is prohibited. This restriction does not apply to commercial carwash or a commercial service station or if washing is necessary to protect the health, safety, and welfare of the public.
(c) Charity carwashes are prohibited.
(d) Watering the ground around a foundation to prevent foundation cracking is prohibited.
(e) Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or Jacuzzi-type pools is prohibited.
(f) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited, except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.
(g) A person may not operate a patio mister at a commercial facility
(h) Use of water from hydrants will be limited to firefighting and related activities or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated fire hydrants for construction purposes may be allowed under a permit for construction water from the city.
(i) Use of water for the irrigation of golf course greens, tees, and fairways is prohibited. However, if the golf course utilizes an irrigation water source other than potable water obtained from the utility provider's water distribution system, the facility will not be subject to these regulations.
(j) All restaurants are prohibited from serving water to their customers except upon the customer's request.
(k) A person may not use or allow the use of water to wash, rinse, or treat

any outdoor surface, including but not limited to a sidewalk, driveway, parking area, street, tennis court, patio, or other paved area or outdoor building surface. A person commits a separate offense for each outdoor surface washed in violation of this subsection.

(l) No applications for building permits for new pools or irrigation facilities other than drip irrigation systems will be allowed or approved.

(4) Prohibited waste of water. Waste of water (section 2.03) is prohibited year-round regardless of stage restrictions.

(5) Irrigation of new landscape installations is prohibited.

**2.07 WATER RATIONING.**

If water shortage conditions threaten public health, safety, and welfare, the City Manager may ration water according to the following water allocation plan:

(A) Single-family residential customers.

(1) The allocation to residential water customers residing in a single-family dwelling will be as follows:

| Persons per Household | Gallons per Month |
|---|---|
| 1 or 2 | 6,000 |
| 3 or 4 | 7,000 |
| 5 or 6 | 8,000 |
| 7 or 8 | 9,000 |
| 9 or 10 | 10,000 |
| 11 or more | 12,000 |

(2) It will be assumed that a particular customer's household is comprised of two people unless the customer notifies the city of a more significant number of persons per household on a form prescribed by the City Manager. The City Manager will use their best efforts to see that the forms are mailed, otherwise provided, or made available to every residential customer. If, however, a customer does not receive such a form, it will be the customer's responsibility to go to the city utility billing offices to complete and sign the form claiming more than two persons per household. New customers may claim more people

per household at the time of applying for water service on the form prescribed by the City Manager. When the number of people per household increases to place the customer in a different allocation category, the customer may notify the city on such form, and the change will be implemented in the next practicable billing period. If the number of persons in a household is reduced, the customer must notify the city in writing within two days.

(3) Any person who falsely reports the number of persons in a household or fails to timely notify the city of a reduction in the number of people in a household commits a class C misdemeanor offense and may be fined not less than $50.00 and more than $500.00. No culpable mental state is required to prove this offense. However, if it is shown on the trial of the offense that the offense was committed intentionally, knowingly, recklessly, or with criminal negligence, then the person may be fined not more than $2,000.00.

(4) Residential water customers who exceed their monthly allocation of water will pay the following surcharges:

(a) For every 100 gallons used over the monthly water allocation, customers will pay 150% of the average volume charge for 25,001 gallons and up.

(5) Surcharges shall be cumulative, added to the monthly utility bill, and subject to late payment penalties, including suspension of services.

(B) Master-metered multifamily residential customers.

(1) A customer billed from a master meter that jointly measures water to multiple permanent residential dwelling units (e.g., apartments, mobile homes) will be allocated 6,000 gallons per month for each dwelling unit. All master meter customers shall notify the city of the number of dwelling units served from the master meter on a form prescribed by the City Manager. The city will use its best efforts to ensure the forms are mailed, otherwise provided, or made available to every customer. If, however, a customer does not receive a form, it will be the customer's responsibility to go to the city utility billing offices to complete and sign the form claiming the number of dwelling units. A dwelling unit may be claimed under this provision, whether occupied or not. New customers may claim more dwelling units at the time of applying for water service on the form prescribed by the City Manager. If the number of dwelling units served by a master meter is reduced, the customer must notify the city in writing within two days. In prescribing the method for claiming more than two dwelling units, the City Manager will adopt strategies to ensure the accuracy of the claim.

(2) Any person who falsely reports the number of dwelling units served by a master meter or fails to timely notify the city of a reduction in the number of persons in a household commits a class C misdemeanor offense and may be fined not less than $500.00. No culpable mental state is required to prove this offense. However, if it is shown on the trial of the offense that the offense was committed intentionally, knowingly, recklessly, or with criminal negligence, then the person may be fined not more than $2,000.00.

(3) Customers billed from a master meter under this provision who exceed their monthly allocations must pay the following monthly surcharges:

(a) For every 100 gallons used over the monthly water allocation, customers will pay 150% of the average volume charge for 25,001 gallons and up for each dwelling unit.

(4) Surcharges shall be cumulative, added to the monthly utility bill, and subject to late payment penalties, including suspension of services.

(C) Commercial customers.

(1) The city will establish a monthly water usage allocation for each nonresidential commercial customer other than an industrial customer who uses water for processing purposes. The nonresidential customer's allocation will be 75% of the customer's usage for the corresponding month's billing period for the immediately preceding 12 months. If the customer's billing history is shorter than 12 months, the monthly average for the period for which there is a record will be used for any monthly period for which no history exists. Provided, however, that a customer, 75% of whose monthly usage is less than 6,000 gallons, will be allocated 6,000 gallons. The city will make its best efforts to see that notice of each nonresidential customer's allocation is mailed to each customer. If, however, a customer does not receive the notice, it will be the customer's responsibility to contact the city utility billing offices to determine the allocation. Upon request of the customer or at the initiative of the city, the allocation may be reduced or increased if: (a) the designated period does not accurately reflect the customer's average water usage; (b) one nonresidential customer agrees to transfer part of its allocation to another nonresidential customer in a binding agreement satisfactory to the city; or (c) other objective evidence demonstrates that the designated allocation is inaccurate under present conditions. A customer may appeal the request for allocation decision to the City Manager.

(2) Nonresidential commercial customers who exceed monthly allocation must pay the following surcharges:

(a) Customers whose allocation is 0 gallons through 10,000 gallons per month:
(i) For every 100 gallons used over the monthly water allocation, customers will pay 150% of the average volume charge for 25,001 gallons and up.

(b) Customers whose allocation is 10,001 gallons per month or more:
(i) For every 100 gallons used over the monthly water allocation, customers will pay 200% of the average volume charge for 25,001 gallons and up.

(3) Surcharges shall be cumulative, added to the monthly utility bill, and subject to late payment penalties, including suspension of services.

(D) Industrial customers.

(1) The city will establish a monthly water usage allocation for each industrial customer. The industrial customer's allocation will be approximately 90% of the customer's water usage baseline, as defined below. Ninety days after the initial imposition of the allocation for industrial customers, the industrial customer's allocation will be further reduced to 80% of the customer's water usage baseline. The industrial customer's water usage baseline will be computed on the average water usage for the immediately preceding 12-month period. If the industrial water customer's billing history is shorter than 12 months, the monthly average for the period for which there is a record will be used for any monthly period for which no billing history exists. The city will make its best efforts to see that notice of each industrial customer's allocation is mailed to each customer. If, however, a customer does not receive the notice, it will be the customer's responsibility to contact the city utility billing offices to determine the allocation, and the allocation will be fully effective, notwithstanding the lack of receipt of written notice. Upon request of the customer or at the initiative of the city, the allocation may be reduced or increased if: (a) the designated period does not accurately reflect the customer's average water usage because the customer had shut down a significant processing unit for repair or overhaul during the period; (b) the customer has added or is in the process of adding significant additional processing capacity; (c) the customer has shut down or significantly reduced the production of a major processing unit; (d) the customer has previously implemented significant permanent water conservation measures such that the ability to reduce usage further is limited; (e) the customer agrees to transfer part of its allocation to another industrial customer in a binding document satisfactory to the city; or (f) if other objective evidence demonstrates that the designated allocation is inaccurate under present conditions. A customer may appeal an allocation established hereunder to the City Manager.

(2) Industrial customers who exceed monthly allocation must pay the following surcharges:

(a) Customers whose allocation is 0 gallons through 20,000 gallons per month:
(i) For every 100 gallons used over the monthly water allocation, customers will pay 200% of the average volume charge for 25,001 gallons and up.

(b) Customers whose allocation is 20,001 gallons per month or more:
(i) For every 100 gallons used over the monthly water allocation, customers will pay 250% of the average volume charge for 25,001 gallons and up.

(3) Surcharges shall be cumulative, added to the monthly utility bill, and subject to late payment penalties, including suspension of services.

**2.08 OFFENSE.**

(A) A person commits an offense if the person:

(1) directs, performs, authorizes, requests, allows, assists, facilitates, or permits an act prohibited by this subchapter;

(2) fails to perform an act required by this subchapter; or

(3) uses water in a manner contrary to any provision of this subchapter.

(B) Each day or part of the day during which the violation is committed or continued is a separate offense.

(C) An offense under this chapter is punishable by a fine not exceeding $2,000.00.

**2.09 ENFORCEMENT.**

(A) For purposes of this article, the person or customer in whose name the utility billing office last billed or who is receiving the economic benefit of the water supply is presumed to have knowingly made, caused, used, or permitted the use of water obtained from the city for residential, commercial, industrial, agricultural, governmental or any other purpose in a manner contrary to any provision of this article and proof that the violation occurred on the person's or customer's property shall constitute a rebuttal presumption that the person or customer committed the violation.

(B) Each act of city water use in violation of this article shall constitute and be punishable as a separate offense. Each day that any violation continues shall include and be punishable as a separate offense. Unless another penalty is expressly provided by this code or by state law, the penalty for breach of any provision of this article shall be as follows:

(1) For subsection 2.06(A) Conservation Stage violations, the City of Manor's Water Utility may issue a fine of up to $500.00.

(2) For violations of subsection 2.06(B) Stage 1 Restrictions, the City of Manor's Water Utility may issue a fine of $500.00 to $1000.00.

(3) For subsection 2.06(C) Stage 2 Restrictions violations, the City of Manor's Water Utility may issue a fine of $1000.00 to $1500.00.

(4) For violations of subsection 2.06(D) Stage 3 Restrictions, the City of Manor's Water Utility may issue a fine of $1500.00 to $2000.00.

(C) If a person is convicted for three or more violations of this article within a 12-month period, water service may be disconnected or restricted.

(D) If the violation constitutes a waste of water and the waste of water is not and will not become a hazard to public safety, a city worker shall leave a notice of the violation at the customer's residence and attempt to contact the customer by phone, email, or at their residence. If the waste of water continues for more than 24 hours after the waste of water violation notice has been delivered, a city worker may enter the customer's property to turn off the customer's water. A notice that the water has been turned off shall be left at the customer's residence.

(E) If the violation constitutes a waste of water, a city worker shall attempt to contact the

customers by phone, email, or at their residence. If the waste of water is or soon will be a hazard to public safety, a city employee may enter the customer's property to turn off the customer's water. A notice that the water has been turned off shall be left at the customer's residence.

(F) Under this article, proof of a culpable mental state is not required for a conviction of an offense.

**2.10 VARIANCES.**

(A) A review board consisting of the city staff members appointed by the City Manager will be established on May 1 of each year. The review board will review hardship and special cases that cannot strictly comply with this subchapter to determine whether the cases warrant a variance, permit, or compliance agreement (collectively, "variance").

(B) All applications for a variance must be submitted to the review board on an "application for variance/permit/compliance agreement" form and must include a non-refundable fee of $200.00 and the following:

(1) Name and address of the petitioner(s);

(2) Purpose of water use;

(3) Specific provision(s) of this Plan from which the petitioner is requesting relief;

(4) Detailed statement as to how the specific provision of this Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if the petitioner complies with this subchapter;

(5) Description of the relief requested;

(6) Period for which the variance is sought;

(7) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date; and

(8) Other pertinent information.

(C) The review board will decide no later than the 5th working day after receipt of a properly completed "application for variance/permit/compliance agreement" form, and the non-refundable administrative fee of $200.00 is received by the review board.

(D) Until the review board has acted on an application, the applicant must comply with all provisions of this subchapter. The review board may not approve a variance if the terms and conditions do not meet or exceed the purpose and intent of this subchapter.

(E) A variance may be granted only for reasons of economic hardship or health conditions substantiated by a licensed physician. In this section, "economic hardship" means an imminent threat to a person's or entity's primary source of income. If the review board determines there is an economic hardship, it may authorize the implementation of

alternative water use restrictions that further the purposes of this Plan. Alternative water use restrictions must be set forth on the face of the variance, and the customer must keep a copy of the variance in a location that is accessible by and visible to the public. Inconvenience or the potential for damage to landscaping does not constitute an economic hardship under this section. NO VARIANCES MAY BE GRANTED WHILE THE CITY IS IN STAGE 2 OF THIS PLAN OR HIGHER.

(F) The review board may, in writing, grant a temporary variance for existing water uses otherwise prohibited under this Plan if it determines that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if either of the following conditions are met:

(1) Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which this Plan is in effect; or

(2) Alternative methods that will achieve the same level of reduction in water use can be implemented.

(G) Variances in the city grants are subject to the following conditions unless waived or modified by the review board.

(1) Variances must include a timetable for compliance; and

(2) Variances expire when this Plan is no longer in effect unless the petitioner has failed to meet specified requirements.

(H) A variance may not be retroactive or otherwise justify any violation of this Plan occurring before the variance is issued.

# Water Conservation Plan

CITY OF MANOR
May 2024

1. Introduction

The City of Manor (the "City") has developed this Water Conservation Plan (the "Plan") for its wholesale and retail treated water utility systems to manage public water resources effectively and to plan appropriate responses to emergency and drought conditions. The Plan recognizes that conservation is valuable in managing water and wastewater utility systems. Benefits of water conservation include extending available water supplies; reducing the risk of shortage during periods of extreme drought; reducing water and wastewater utility operating costs; improving the reliability and quality of water utility service; reducing customer costs for water service; reducing wastewater flows; improving the performance of wastewater treatment systems; and enhancing water quality and the environment.

This Plan applies to all City of Manor's retail and wholesale treated water customers. This Plan adopted on May 1, 2024, was last amended on April 15, 2009, and will be updated at least every five (5) years to account for changes in water usage due to water supply issues and growth in the customer base.

2. Authorization, Implementation and Enforcement

The City Manager of the City, or his/her designee, is hereby authorized and directed to implement the applicable provisions of this Plan. The City Manager, or his/her designee, will act as administrator of the City's water conservation Program (the "Water Conservation Program" or "Program"). He/she will oversee the execution and implementation of the Program and will be responsible for keeping adequate records for Program verification.

This Plan was presented to the City Council of the City ( the "City Council") for approval on May 1, 2024.

The following methods will enforce this Plan:

a. The City Council is adopting this Plan by ordinance. The ordinance adopting this Plan is included as Exhibit E;

b. The water rate structure will be enforced; water service will be discontinued for any customers not paying the monthly bill; and

c. The Building Official of the City (the "Building Official"), or his/her designee, will not certify new construction unless it meets adopted building and plumbing codes.

3. Utility Profile--Baseline Evaluation of Water and Wastewater Utility System and Customer Use

a. Population and Service Area: The City currently bills 5,652 water service connections with an estimated water service population of 20,939. The City experienced a population growth of 61%. The City's population will continue to grow, with the water service population estimated to be at 28,240 by the year 2030. The water service area has grown as well. The City's current water service area is presented in Exhibit A.

b. Water Produced and Treated by the City: The City's water system serves 5,652 connections with an estimated water service population of 20,939. Residential customers comprise nearly 93% of total connections and nearly 74% of yearly consumption. Detailed water and wastewater utility data is found in Exhibit C.

4. Water Conservation Plan Elements

a. A summary of the City's baseline and future water conservation goals per gallon per person per day is summarized in the table below.

| | Historic 5yr Average | Baseline | 5yr Goal | 10yr Goal |
|---|---|---|---|---|
| Total GPCD | | 81 | 74 | 74 |
| Residential GPCD | | 19 | 12 | 12 |
| Water Loss GPCD | | 8 | 8 | 8 |
| Water Loss % | | 9.5% | 9.5% | 9.5% |

The City will measure its progress in reducing water use by comparing the current daily per-resident use to per-resident use multiplied by the population each year. Manor unaccounted water for 2023 was less than 10%. The City's goal is to maintain unaccounted-for water at 10% or less.

i. Water Conservation Measures

(1) Universal Metering and Meter Replacement and Repair. All utility customers shall be metered. A regularly scheduled maintenance program of meter repair and replacement will be performed in accordance with the following schedule:

| Production (master) meters: | Test once a year |
|---|---|
| Meters larger than 1": | Test once a year |
| Meters 1" or smaller: | Tested if reading is unusual or if requested by the homeowner. |

Zero consumption accounts: meters will be flow tested to see if water is being used and not recorded. In addition, the meters will be checked for proper sizing.

(2) Distribution System Leak Detection and Repair. The City's unaccounted water loss is due to sections of the water distribution system being polybutylene pipe, which has a known history of leakage. The City will expand on this in the coming years to more targeted areas by bringing in a third party to identify areas of concern throughout the distribution system by taking the current data the City collects via the City's SCADA system and comparing that to historical usage to identify neighborhoods where leaks appear to be present.

(3) Water Pricing Incentives. The City charges a volumetric increasing block rate to all customers. A copy of the City's current rate structure is found in Exhibit B.

(4) Continuing education program on water conservation.

(a) As part of a continuing public education and information campaign based on this Plan, the City will:

(i) Develop and provide water conservation brochures and handouts to water customers.

(ii) Staff local events to provide water customers with water-saving tips, low-flow shower heads, faucet aerators, and other information.

(iii) The City will continue to promote a landscape water management information program.

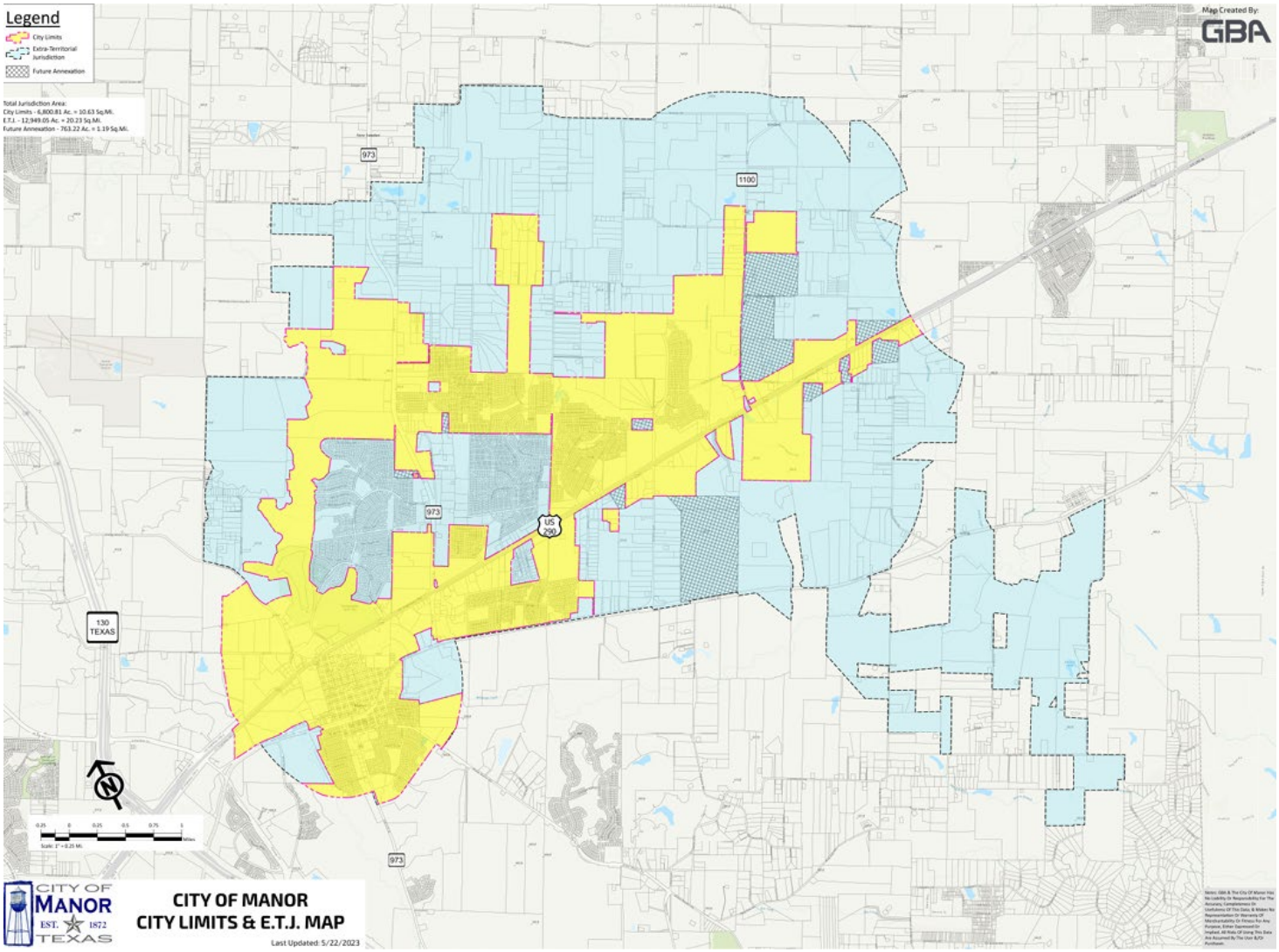
(iv) The City will continue to provide information and instructions on its website so that residents can perform evaluations for irrigation systems to ensure they are properly functioning. This helps educate the water customers on how to operate their irrigation system more efficiently and helps reduce water waste.

(b) Measures to determine and control unaccounted-for uses of water and for universal metering of customer and public uses of water. The City is using INCODE Utility Billing software for meter reading reports. Monthly readings are done using Neptune drive-by unit or hand-held devices and software. When necessary, City staff conduct visual inspections to determine if the system distributes to illegal connections or connections where service has been abandoned.

(c) Other Conservation Strategies. The City will also pursue adopting codes or ordinances that promote water-conserving technologies, promote water efficiency, or avoid water waste. In addition, the City provides recycled wastewater to golf courses and contractors for dust irrigation and dust control.

# EXHIBIT A

# WATER SERVICE AREA MAP



# EXHIBIT B

# UTILITY RATE STRUCTURE

## Water and Wastewater Rates

*Rates from the City's Code of Ordinances, Article A7.000 Utility Service Charges and Fees*

## Water Rates

| **Base Fee (Minimum Monthly Fee)** | **Manor** |
|---|---|
| Residential - 5/8" Meter | $29.06 |
| Residential - 5/8" Meter Senior Citizen | $24.75 |
| Commercial - 5/8" Meter | $10.79 |
| Commercial - 3/4" Meter | $16.18 |
| Residential - 1" Meter | $48.54 |
| Commercial - 1" Meter | $26.96 |
| Commercial - 1.5" Meter | $53.93 |
| Commercial - 2" Pos. Displacement Meter | $86.28 |
| Commercial - 2" Compound Meter | $86.28 |
| Commercial - 2" Turbine Meter | $107.86 |
| Commercial - 3" Compound Meter | $172.57 |
| Commercial - 3" Turbine Meter | $258.85 |
| Commercial - 4" Compound Meter | $269.64 |
| Commercial - 4" Turbine Meter | $453.00 |
| Commercial - 6" Compound Meter | $539.28 |
| Commercial - 6" Turbine Meter | $992.28 |
| Commercial - 8" Compound Meter | $862.85 |
| Commercial - 8" Turbine Meter | $1,725.70 |
| Commercial - 10" Compound Meter | $1,240.34 |
| Commercial - 10" Turbine Meter | $2,696.40 |
| Commercial - 12" Turbine Meter | $3,559.25 |

# EXHIBIT B

# UTILITY RATE STRUCTURE CONTINUED

| | |
|---|---|
| **Residential Water Usage Fees (Per 1,000 gallons monthly** | |
| 0 - 2,000 | $0.56 |
| 2,000 - 5,000 | $3.02 |
| 5,001 - 10,000 | $3.78 |
| 10,001 - 15,000 | $4.72 |
| 15,001 - 25,000 | $5.90 |
| 25,001 - and Over | $7.37 |
| **Commercial Water Usage Fees (per 1,000 gallons monthly** | $6.74 |
| **Fire Hydrant Water Usage Fees (Per 1,000 gallons monthly** | $9.00 |
| **Effluent Water Usage Fees (Per 1,000 gallons Monthly** | $1.95 |

# EXHIBIT B

# UTILITY RATE STRUCTURE CONTINUED

## Wastewater Rates

| **Base Fee (Minimum Monthly Fee)** | **Manor** |
|---|---|
| Residential - 5/8" Meter | $20.33 |
| Residential - 5/8" Meter Senior Citizen | $13.94 |
| Commercial - 5/8" Meter | $16.05 |
| Commercial - 3/4" Meter | $24.08 |
| Commercial - 1" Meter | $40.13 |
| Commercial - 1.5" Meter | $80.25 |
| Commercial - 2" Pos. Displacement Meter | $128.40 |
| Commercial - 2" Compound Meter | $128.40 |
| Commercial - 2" Turbine Meter | $160.50 |
| Commercial - 3" Compound Meter | $256.80 |
| Commercial - 3" Turbine Meter | $385.20 |
| Commercial - 4" Compound Meter | $401.25 |
| Commercial - 4" Turbine Meter | $674.10 |
| Commercial - 6" Compound Meter | $802.50 |
| Commercial - 6" Turbine Meter | $1,476.60 |
| Commercial - 8" Compound Meter | $1,284.00 |
| Commercial - 8" Turbine Meter | $2,568.00 |
| Commercial - 10" Compound Meter | $1,845.75 |
| Commercial - 10" Turbine Meter | $4,012.50 |
| Commercial - 12" Turbine Meter | $5,296.50 |

| | |
|---|---|
| **Residential Wastewater Usage Fees (Per 1,000 gallons monthly** | |
| 0 - 8,000 | $3.75 |
| 8,000 - or More | $4.40 |

| | |
|---|---|
| **Commercial Wastewater Usage Fees (Per 1,000 gallons monthly** | $6.00 |

# EXHIBIT C

# WATER AND WASTEWATER UTILITY DATA

| Monthly Volume of Water Treated (Gallons) | | | | | |
|---|---|---|---|---|---|
| | **2019** | **2020** | **2021** | **2022** | **2023** |
| January | 27,043,000 | 28,768,000 | 31,105,000 | 40,647,000 | 59,469,000 |
| February | 25,182,000 | 28,431,000 | 34,480,000 | 33,615,000 | 51,939,000 |
| March | 26,348,000 | 30,410,000 | 36,820,000 | 37,374,000 | 63,666,000 |
| April | 25,117,000 | 33,565,000 | 36,601,000 | 38,558,000 | 60,457,000 |
| May | 26,635,000 | 35,639,000 | 38,984,000 | 44,668,000 | 53,889,000 |
| June | 28,443,000 | 43,732,000 | 39,766,000 | 53,391,000 | 58,584,000 |
| July | 31,738,000 | 46,100,000 | 38,620,000 | 58,326,000 | 73,891,000 |
| August | 35,938,000 | 48,748,000 | 38,814,000 | 54,787,000 | 76,424,000 |
| September | 39,232,000 | 37,390,000 | 43,678,000 | 49,081,000 | 64,673,000 |
| October | 36,543,000 | 60,934,200 | 40,574,000 | 52,401,000 | 56,948,000 |
| November | 30,670,000 | 34,529,000 | 40,672,000 | 47,159,000 | 44,870,000 |
| December | 30,449,000 | 34,302,000 | 39,249,000 | 47,710,000 | 46,300,000 |
| | | | | | |
| **TOTALS** | **363,338,000** | **462,548,200** | **459,363,000** | **557,717,000** | **711,110,000** |

| Monthly Volume of Wastewater Treated Average Flow | | | | | |
|---|---|---|---|---|---|
| | **2019** | **2020** | **2021** | **2022** | **2023** |
| January | 0.64 | 0.64 | 0.80 | 0.80 | 1.52 |
| February | 0.50 | 0.46 | 0.91 | 1.23 | 1.41 |
| March | 0.47 | 0.63 | 0.77 | 1.11 | 1.44 |
| April | 0.53 | 0.67 | 0.80 | 1.07 | 1.77 |
| May | 0.62 | 0.72 | 1.33 | 1.31 | 1.65 |
| June | 0.52 | 0.62 | 1.13 | 1.08 | 1.38 |
| July | 0.56 | 0.56 | 0.97 | 1.27 | 1.07 |
| August | 0.56 | 0.62 | 0.91 | 1.36 | 1.11 |
| September | 0.53 | 0.81 | 0.78 | 1.38 | 1.09 |
| October | 0.52 | 0.72 | 1.05 | 1.42 | 1.01 |
| November | 0.48 | 0.52 | 1.28 | 2.98 | 1.00 |
| December | 0.45 | 0.55 | 0.95 | 1.64 | 0.97 |
| | | | | | |
| **TOTALS** | **6.38** | **7.52** | **11.68** | **16.65** | **15.42** |

# EXHIBIT D

# WATER CONSERVATION STRATEGIES

Conservation Program Strategies
Water Use Management
Manor Water Conservation implements and enforces a comprehensive plan for all retail water customers. This plan includes a baseline Conservation Stage.

The City of Manor will regulate outdoor watering use by having their customers on a set watering schedule, depending on drought conditions. Customers can track the usage of their water by using a billing chart within their account. The City can also monitor changes in customer usage and send out notices on possible leaks on the customer side.

# EXHIBIT E

# ORDINANACE

AGENDA ITEM NO. 11

# AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 17, 2027
**PREPARED BY:** Yalonda M. Valderrama Santana
**DEPARTMENT:** Community Development

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on the allocation of Hotel Occupancy Tax (HOT) Funds for ManorPalooza Expenses.

**BACKGROUND/SUMMARY:**

The 4th Annual ManorPalooza is a fun, family-friendly event celebrating the City of Manor and its people. This planned community event will provide our citizens and guests a variety of opportunities to engage with family, friends, and neighbors. In addition, the ManorPalooza city event brings people from all over Central Texas and surrounding areas to the city, which increases tourism and businesses.

This year ManorPalooza will have games, arts and crafts, food trucks, vendors, live music, carnival rides, photo booths, MLE: Sausage Eating Competitions, Firework Show, and more.



The 2024 ManorPalooza event will be held at the 236-acre parcel the city purchased in December. This venue has the opportunity to showcase Manor's ability to host a regional event and provide the citizens and guests with a hometown and welcoming experience. We are anticipating 5,000 people attending the two-day event. The goal of creating a family-friendly atmosphere builds community character and traditions that will become our signature event for Eastern Travis County and the region.

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

- ManorPalooza Projected Expenses

**STAFF RECOMMENDATION:**

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

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

## 2024 ManorPalooza

Hotel Occupancy Tax

| Category | Expenses | Price | Quantity | Total |
|---|---|---|---|---|
| Stage Entertainment | Music Shows | $15,300.00 | 1 | $15,300.00 |
| Stage Entertainment | Kids Show | $1,854.00 | 1 | $1,854.00 |
| Marketing | Videographer & Photographer | $2,000.00 | 1 | $2,000.00 |
| Marketing | Magazine & Digital Ads | $590.00 | 1 | $590.00 |
| Marketing | Magazine & Digital Ads | $1,070.00 | 1 | $1,070.00 |
| Marketing | Townsquare Media | $9,480.00 | 1 | $9,480.00 |
| Marketing | Banner, Pole Flags, Signs | $3,000.00 | 1 | $3,000.00 |
| Marketing | Printing Materials, T-Shirts, Swags | $5,000.00 | 1 | $5,000.00 |
| Attraction | Arcade Gaming | $750.00 | 1 | $750.00 |
| Attraction | Bouncy Houses | $7,000.00 | 1 | $7,000.00 |
| Attraction | Kids Zone | $10,000.00 | 1 | $10,000.00 |
| Attraction | Fireworks | $20,000.00 | 1 | $20,000.00 |
| Attraction | MLE: Sausage Eating Contest | $15,500.00 | 1 | $15,500.00 |
| Rentals | 2 Tents, 8 tables & 64 chairs | $4,588.22 | 1 | $4,588.22 |
| Rentals | 34x24 Stage with PA | $13,000.00 | 1 | $13,000.00 |
| Rentals | Portable Restroom & Handwashing Station | $4,554.00 | 1 | $4,554.00 |
| Rentals | Barricades - 3,600' | $5,263.82 | 1 | $5,263.82 |
| Travel | Hotel Reservations | $1,000.00 | 1 | $1,000.00 |
| Safety | Crowd Security, Alert, Communication | $6,000.00 | 1 | $6,000.00 |
| Miscellaneous | Supplies | $5,000.00 | 1 | $5,000.00 |
| | | | | $0.00 |
| | | | Total | $130,950.04 |
| | | | Possible HOT Funds | $74,794.00 |

AGENDA ITEM NO. 11

# AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 17, 2027
**PREPARED BY:** Yalonda M. Valderrama Santana
**DEPARTMENT:** Community Development

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on the allocation of Hotel Occupancy Tax (HOT) Funds for ManorPalooza Expenses.

**BACKGROUND/SUMMARY:**

The 4th Annual ManorPalooza is a fun, family-friendly event celebrating the City of Manor and its people. This planned community event will provide our citizens and guests a variety of opportunities to engage with family, friends, and neighbors. In addition, the ManorPalooza city event brings people from all over Central Texas and surrounding areas to the city, which increases tourism and businesses.

This year ManorPalooza will have games, arts and crafts, food trucks, vendors, live music, carnival rides, photo booths, MLE: Sausage Eating Competitions, Firework Show, and more.



The 2024 ManorPalooza event will be held at the 236-acre parcel the city purchased in December. This venue has the opportunity to showcase Manor's ability to host a regional event and provide the citizens and guests with a hometown and welcoming experience. We are anticipating 5,000 people attending the two-day event. The goal of creating a family-friendly atmosphere builds community character and traditions that will become our signature event for Eastern Travis County and the region.

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

- ManorPalooza Projected Expenses
- 2019 Palooza Event Budget spreadsheet

**STAFF RECOMMENDATION:**

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

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

# AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 17, 2024
**PREPARED BY:** Scott Moore, City Manager
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a resolution authorizing the Professional Services Agreement between the City of Manor and Grant Development Services to submit an application to the Texas Parks and Wildlife Department (TPWD) grant.

**BACKGROUND/SUMMARY:**

Grant Development Services has been authorized to work with staff to identify recreational projects that could successfully compete for Recreational Grant funds through the Texas Parks and Wildlife Department (TPWD). Possible grant applications include Local Parks No-Urban Outdoor Recreation grants ($750,000) and Recreational Trails ($300,000). Grant Development Services has experience working with communities in applying for grants for indoor recreation facilities as well. Most projects require a 50% match which can be land, cash, or a combination of both.

This proposed service agreement with Grant Development Services, Inc. is focused on identifying possible competitive recreation projects that will be grounded in community engagement, equity, and inclusion. The goal is to secure recreational funding to fulfill the goals of the City Council and Park Committee.

In 2022, the City of Manor completed its Comprehensive Master Plan 2050. The plan included a chapter for Parks and Recreation that provided broad overviews of needs and resources for the city over the next twenty-five years. The plan serves as an overall guide for the City of Manor as it develops and maintains its parks and open spaces. Grant Development Services will be conducting a citywide survey and hosting Town Hall meetings to gather citizen input and feedback on the types of programs and park amenities that could be added to our growing community.

To successfully compete for TPWD grant funding, an update to the Master Plan is needed that is tightly focused on the specific parcel or parcels of land that the city selects to be included in a grant application, which could include opens space and recreational programs.

Being one of the fastest-growing communities in Central Texas, the City of Manor will need financial assistance to provide recreational opportunities for the influx of the population. The best source for recreational funding is the Texas Parks and Wildlife Department. The city can submit applications every year. As long as we successfully build and maintain grant-funded community outcomes, we can submit each year to the TPWD with additional applications annually.

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

- Resolution No. 2024-11
- Professional Service Agreement

**STAFF RECOMMENDATION:**

Staff recommends that the City Council approve Resolution No. 2024-11, authorizing the City Manager to execute the Professional Services Agreement with Grant Development Services in an amount not to exceed $10,000.

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

**RESOLUTION NO. 2024-11**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, SUPPORTING THE CITY OF MANOR'S SUBMISSION OF A TEXAS PARKS AND WILDLIFE DEPARTMENT APPLICATION, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTATION, AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the Texas Parks and Wildlife Department (TPWD) has a long-standing mission to fund indoor and outdoor recreational facilities by working with communities to build and enhance parks and recreation programs and amenities and

**WHEREAS**, the City of Manor, Texas ("City") is submitting a TPWD outdoor grant application for Timmerman Park; and

**WHEREAS**, Timmerman Park will expand its services and open space amenities for the City; and

**WHEREAS**, Timmerman Park additions will address a need in the City's parks and open space and are deemed critical to the City's park masterplan; and

**WHEREAS**, the City is set to provide a local match as part of the grant application, which is available, unencumbered and committed to this project; and

**WHEREAS**, the City Council of the City of Manor, Texas (the "City Council") has determined that it is in the best interest of the City to submit a TPWD grant.

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

**Section 1**. The City Council hereby approves the recitals contained in the preamble of this Resolution and finds that all the recitals are true and correct and incorporate the same in the body of this Resolution as findings of fact.

**Section 2.** The City Council hereby supports the submission of a TPWD grant.

**Section 3.** The City Council hereby authorizes the City Manager to execute all necessary documentation regarding this grant.

**Section 4.** The City Council hereby directs the City Manager to create a dedicated budget line item for the TPWD matching funds from this day forward and that funds are available, unencumbered and committed to the local match for this project.

**Section 5.** If any section, article, paragraph, sentence, clause, phrase or word in this resolution or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this resolution; and the City Council hereby declares it would have passed such remaining portions of the resolution despite such invalidity, which remaining portions shall remain in full force and effect.

**Section 6.** This resolution shall take effect immediately from and after its passage, and it is duly resolved.

**PASSED AND ADOPTED** by the City Council of Manor, Texas, at a regular meeting on the 17th day of April 2024, at which a quorum was present, and for which due notice was given pursuant to Government Code, Chapter 551.

**THE CITY OF MANOR, TEXAS**

_____
Dr. Christopher Harvey,
Mayor

**ATTEST**:

_____
Lluvia T. Almaraz,
City Secretary

PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MANOR, TEXAS,
AND
GRANT DEVELOPMENT SERVICES
.

STATE OF TEXAS §

COUNTY OF TRAVIS §

This Agreement ("Agreement"), made and executed this 17th day of April 2024 by and between the City of Manor, Texas acting by and through its duly authorized official, Christopher Harvey, Mayor, (hereinafter referred to as the "City") and Grant Development Services, (hereinafter referred to as "GDS"), acting by and through its duly authorized official J. Gandolf Burrus, President. (The City and GDS are collectively referred to herein as the "Parties").

Whereas the City desires to secure Non-Urban Outdoor Recreation grant from the Texas Parks and Wildlife Department grant funding (hereinafter referred to as "TPWD") to construct a additional recreation facilities at the existing Timmerman Park, and

Whereas the City desires that GDS develop and submit one application for TPWD grant funds up to $750,000 to construct an indoor gymnasium and supporting recreational facilities.

Now therefore, in consideration of the premises and mutual undertakings of the parties hereto and in conformity with all applicable statutes and ordinances, the parties hereto agree as follows:

1. INCORPORATION OF RECITALS. The above recitals, having been found to be true and correct, are incorporated herein by reference.

2. TIME OF PERFORMANCE: The services to be provided by GDS shall commence upon execution of this Letter of Agreement. All services required and rendered under this Agreement shall be completed and submitted TPWD by August 1, 2024.

3. The City is currently developing an update to its Outdoor Recreation Plan that documents the citizen needs for outdoor recreation opportunities. GDS will utilize that documentation in the development of the Grant application.

4. The services provided under this Agreement shall terminate upon the final determination of the TPWD to fund or not fund the submitted application.

5. SCOPE OF SERVICES: GDS shall provide the following professional services in connection preparing and submitting a complete application for TPWD recreational grant funding application as follows:

   A. Scope of Services for preparing and submitting a complete TPWD grant application

      - Conduct review of all previously submitted documents, Master Plans and applications submitted to TPWD.
      - Incorporate current TPWD Goals and Objectives in the design of the application.
      - Assist city in securing appraisal or other valuation of the proposed construction location which is not currently classified as “Parkland”;
      - Incorporate into the application the environmental documentation that the proposed construction site is suitable for the proposed construction of indoor recreational opportunities.
      - Incorporate into the application the city-approved designs, maps and cost estimates provided by the City’s engaged project engineer/architect.
      - Secure demographic data on City and surrounding area ethnicity and poverty needed to support the Environmental Justice documentation.

\

      - Identify any communities of special need that will benefit from the project.
      - Assist in conduct of all public hearings and meetings as required.
      - Deliver to the City a complete draft of the Grant Application by or before July 10, 2024.
      - Revise application if needed after City completes its review of the application draft.
      - Submit complete Non-Urban Outdoor Recreation grant to TPWD prior to the August 1, 2024 deadline.

6. CITY RESPONSIBILITIES

The City agrees to perform the following:

A. The City designates City Manager Scott Moore, as the City's coordinator with responsibility for all communication with, TPWD, GDS, and project engineer /architects.

B. The City shall agree to supply GDS with copies of all communication or correspondence received regarding its TPWD application.

C. The City shall provide GDS with a letter authorizing GDS as its representative, to interact with TPWD on behalf of the City.

D. The City will assist GDS in securing from the City all documentation and local support letters required for the preparation of the application;

E. The City will obtain from a registered engineer or architect the required cost estimates, maps, illustrations and technical specifications of facilities to be utilized in the development of the grant application. GDS will work closely with the selected professional.

F. The City will secure from a professional environmentalist an assessment of the suitability of the proposed location for the proposed construction. GDS will work closely with the selected environmentalist.

G. The City will publish public notices as required by the TPWD. GDS shall verify that all such notices meet both State and Federal requirements for the TPWD program.

7. COMPENSATION:

A. **GRANT APPLICATION** GDS shall be compensated by the City for professional services rendered under this Agreement for application design and submission services as described in Section 3 above at a total cost of **$10,000.00** (Ten Thousand Dollars). This fee shall be payable as follows:

- **$2,000.00 (**Two Thousand Dollars) shall be due upon execution of this Letter of Agreement,
- **$1,500.00** shall be due upon completion of the recreation needs survey and public hearings.
- **$1,000.00** shall be due upon the City Council's Resolution listing the recreational opportunities that are to be included in the grant application.
- **$2,000.00** shall be due upon notice that the Preliminary designs and cost estimates have been accepted by the City.
- **$1,000.00** shall be due upon notice that the Environmental Assessment has been accepted
- **$1,500.00 (**One Thousand Dollars) shall be due on upon delivery of the complete draft of the Park Grant application to the City for review.
- **$1,000.00 (**One Thousand Dollars) shall be due upon shall be upon due proof of delivery of the completed grant application to the TPWD.

B. **HARD COST RECOVERY**: In addition to the payment of fees for professional services, the City will reimburse GDS for the hard costs incurred in connection with the preparation of the application and presentation materials including but not limited to GDS out-of-pocket expenses, including mileage, photocopies, mail and delivery charges,. This fee will not exceed a **total of $2,000** (Two Thousand Dollars) without the advance written approval of the City and will be billed throughout the project.

C. **GRANT COMMISSION:** If the Application **does not receive approval** of the TPWD, the City shall have no further financial obligations to GDS.

If the application **does receive approval** from the TPWD, the City shall pay GDS to a Professional Services commission equal to **3% (Three Percent) of the grant funds secured)**. Grant The commission shall be considered earned when the City receives a Notification of Funding from the TPWD and shall be paid from local funds.

D. **GRANT ADMINISTRATION : GDS will perform all administrative services required to implement the construction TPWD Grant in the Electronic Recreational Grants Online system for a fee equal fee of 6.50% (Six and one half per cent) of the total amount of grant funds awarded** The City is under no obligation to accept the offer of administrative services. If the City chooses to engage GDS to perform administrative services, the City shall pay the administrative fee from local funds.

E. **INVOICES**: GDS shall periodically invoice the City for the fees due to GDS hereunder as described above in Section 5, A thru D. The City shall pay to GDS all undisputed invoiced amounts within thirty days of receipt of each invoice. City shall abide by the Texas Prompt Payment Act, Ch. 2251 Tex. Gov Code in connection with payment for the professional services rendered under this Agreement.

8. AMENDMENTS TO LETTER OF AGREEMENT: The sum of the sections set forth in this Agreement constitutes a legally binding contract between the City and GDS. This Agreement may be amended only in writing and shall require the consent of both parties.

9. GDS RESPONSIBILITIES: In addition to the obligations outlined in Sections 2. “Time of Performance” and Section 3. “Scope of Services,” GDS agrees to comply with all requirements of all applicable laws, rules, and regulations, Federal, State, and Local. GDS shall assume full responsibility for payments of Federal, State and Local taxes on contributions imposed or required under the Social Security, Worker’s Compensation, and Income Tax Statutes for compensation received for services rendered under this Agreement. GDS recognizes that the City is employing GDS for its expertise in writing grants, and optionally for administering grants. In fulfilling its obligations under this Agreement, GDS shall exercise the skill and care appropriate to a firm that has professional grant writing and administration expertise.

10. TERMINATION OF AGREEMENT:

A. The City may terminate this Agreement if, through any cause, GDS shall fail to fulfill its obligations under this Agreement in a timely and proper manner, or if GDS shall violate any of the covenants, agreements, or stipulations of this Agreement. To effectuate the City's termination rights, City shall give written notice to GDS of such termination by certified mail, return receipt requested at the mailing address listed below in Paragraph 11 of Attachment A, such notice specifying the effective date thereof, at least fifteen days before the effective date of such termination. During such notice period, GDS shall have the opportunity to cure any allegations of breach as reflected in the City's notice letter.

B. If after the cure period cited above, the Agreement is terminated for cause by the City, no consideration is due GDS except reimbursement for actual out-of-pocket expenses incurred by GDS in connection with providing the professional services contemplated by this Agreement.

C. In the event this Agreement is terminated by the City for reasons other than good cause prior to the grant project's completion, GDS shall be entitled to receive just and equitable compensation for any work completed hereunder. All completed work will be billed at an hourly rate of One Hundred and Forty Dollars ($140.00) per hour, but not more than $500.00 hard costs as described in Article 5.A.

D. Upon termination of this Agreement, GDS and the City shall utilize good faith efforts to wind up their affairs and obligations arising under this Agreement in a businesslike and reasonable manner, and in a manner, that fully protects the rights of the parties.

11. ADDITIONAL TERMS AND CONDITIONS: The Parties agree to honor and abide by the additional terms and conditions which are appended hereto as "Attachment A" and which are incorporated herein by reference.

EXECUTED in duplicate originals this_____day of_____2024.

**GRANT DEVELOPMENT SERVICES, INC.**

_____
J Gandolf Burrus, President
Grant Development Services, Inc.

**CITY OF MANOR**

_____
Scott Moore, City Manager
City of Manor, Texas

**ATTEST:**

_____
Lluvia T. Almaraz, City Secretary
City of Manor, Texas

## ADDITIONAL TERMS AND CONDITIONS

1. Changes to Professional Services. The City may, from time to time, request changes in the scope of the services of GDS to be performed hereunder. Such changes, including any increase or decrease in the amount of GDS' compensation, which are mutually agreed upon by and between the City and GDS, shall be incorporated in written amendments to this Agreement.

2. Personnel.

   A. GDS represents that it has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

   B. All the services required hereunder will be performed by GDS or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

   C. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracts hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement.

3. Assignability. GDS shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto: provided, however, that claims for money by GDS from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly by GDS to the City.

4. Reports and Information. GDS, at such times and in such forms as the Funding Agency may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

5. Records and Audits. GDS will keep and maintain accurate books and records of the dates and time periods for which it has furnished Professional Services pursuant to this Agreement and shall allow the City to review and inspect such information upon request during the term of this Agreement for purposes of assuring compliance with the terms of this Agreement and state and federal laws, rules and regulations. GDS and the City shall ensure that reasonable steps are undertaken to ensure confidentiality in the sharing of such records and information, to the extent applicable.

6. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by GDS under this Agreement are confidential and GDS agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

7. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of GDS.

8. Compliance with Applicable Laws. GDS shall comply with all applicable laws, ordinances and codes of the State and local governments, and GDS shall save and hold the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

9. Equal Employment Opportunity. During the performance of this Agreement, GDS agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor’s legal duty to furnish information.

D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

10. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

11. Section 109 of the Housing and Community Development Act of 1974. The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

12. Section 504 Rehabilitation Act of 1973, as amended. The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

13. Age Discrimination Act of 1975. The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**1.** ADDRESS OF PARTIES FOR NOTICES**:**

**To City:**
City of Manor, Texas
Attn: Scott Moore
City Manager
105 East Eagleston
Manor, Texas 78653

**To GDS:**
Grant Development Services
Attn: JGandolf Burrus, President
Grant Development Services.
Post Office Box 33043
Austin, Texas 78764

Or to such other address as may from time to time be specified in a notice given to the other party at the address provided in this Section.

2. JURISDICTION. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Travis County, Texas. Venue for any legal proceedings to enforce or interpret this Agreement shall be in a court of appropriate jurisdiction in Travis County, Texas.

3. ENFORCEMENT COSTS**.** If any party hereto institutes an action or proceeding to enforce any rights arising under this Agreement, the party prevailing in such action or proceeding will be paid all reasonable attorneys' fees and costs to enforce such rights by the other party, such fees and costs to be set by the court, not by a jury, and to be included in the judgment entered in such proceeding.

4. NO OTHER AGREEMENTS. This Agreement supersedes all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating herein shall be valid or binding. Neither this Agreement nor any duties or obligations hereunder shall be assignable by either party without the prior written consent of the other.

5. AMENDMENTS TO THIS AGREEMENT. This Agreement, including the Attachments thereto constitutes a legally binding contract between the City and GDS This Agreement may be amended only in writing and shall require the mutual consent of both parties.

6. COUNTERPARTS**.** This Agreement may be signed in counterparts, each of which shall be deemed to be an original for all purposes.

7. SEVERABILITY. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, (i) that provision will be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (ii) the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby.

AGENDA ITEM NO. 13

# AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 17, 2024
**PREPARED BY:** Scott Dunlop, Director
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

First Reading: Consideration, discussion, and possible action on an Ordinance annexing 1.273 acres, more or less, being located in Travis County, Texas, including abutting streets, roadways, and rights-of-way into the corporate limits of the city, at the request of the property owner, approving an agreement for the provision of services for the annexed area, making findings of fact, providing a severability clause and an effective date, and providing for open meetings and other related matters.

**BACKGROUND/SUMMARY:**

This property was initially annexed by Ordinance 345 in April 2008. The property owner at the time received disannexation by Ordinance 369 in September 2009 for the 1.273-acre tract where their home is/was located. Their remaining acreage, 11.354, was annexed a second time by Ordinance 368 in September 2009. The voluntary annexation petition for this Ordinance was approved by the City Council at the April 3, 2024, meeting.

The property has since been sold and the current owner desires to have the entire property (12.627 acres) within the city limits. They have also applied for zoning to C-2 Medium Commercial and a Specific Use Permit for a gas station and related improvements. The zoning and SUP applications will come before the City Council on this agenda.

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

- Ordinance
- Exhibit B – Post Annexation Agreement

**STAFF RECOMMENDATION:**

The City Staff recommends that the City Council approve the first reading of an ordinance annexing 1.273 acres, more or less, being located in Travis County, Texas, and adjacent and contiguous to the city limits, providing for an open meeting, and other related matters.

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

**ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS ANNEXING 1.273 ACRES OF LAND, MORE OR LESS LOCATED IN TRAVIS COUNTY, TEXAS INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY INTO THE CORPORATE LIMITS OF THE CITY, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING AN AGREEMENT FOR THE PROVISION OF SERVICES FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.**

**WHEREAS**, the City of Manor, Texas is a home rule municipality authorized by State law to annex territory lying adjacent and contiguous to the City;

**WHEREAS**, the owner of the property, as hereinafter described, made written request for the City to annex such property in compliance with *Tex. Loc. Gov't Code*;

**WHEREAS**, the property is adjacent and contiguous to the present city limits;

**WHEREAS**, the City Council heard and has decided to grant the owners' request that the City annex said property;

**WHEREAS**, a public hearing was conducted prior to consideration of this Ordinance in accordance with *§43.0673 of the Tex. Loc. Gov't Code*;

**WHEREAS**, notice of the public hearing was published not more than twenty (20) nor less than ten (10) days prior to the public hearing;

**WHEREAS**, the City intends to provide services to the property to be annexed according to the agreement for the provision of services attached hereto as Exhibit "B".

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

**SECTION 1.** That all of the above premises and findings of fact are found to be true and correct and are hereby incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2.** All portions of the following described property (hereinafter referred to as the "Annexed Property"), not previously annexed into the City, including abutting streets, roadways, and rights-of-way, are hereby annexed into the corporate limits of the City of Manor:

Being 1.273 acres of land, more or less, out of the A.C. Caldwell Survey No. 52, Abstract No. 154, in Travis County, Texas, and being a portion of that certain (2.00 acre) tract of land as described by metes and bounds in instrument recorded in Volume 5800, Page 700 of the Deed Records of Travis County, Texas, said (2.00 acre) tract, being a portion of the certain (4.16 acre) tract of land as conveyed to Herbert Guy Purtle by Deed recorded in Volume 5834, Page 1670 of the Deed Records of Travis County, Texas, also being a portion of that certain (14.16 acre) tract of land as conveyed to Herbert Guy Purtle by Deed recorded in Volume 12892, Page 74 of the Real Property Records of Travis County, Texas; said 1.273 acre tract being more particularly described in Exhibit "A".

**SECTION 3.** That the provision of services agreement submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit "B".

**SECTION 4.** That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the provisions of services agreement attached hereto as Exhibit "B", and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

**SECTION 5.** That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Manor.

**SECTION 6.** That the Annexed Property shall be temporarily zoned Agricultural District "A" as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

**SECTION 7.** That 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 severable.

**SECTION 8.** That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't Code*.

**SECTION 9.** 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 the public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex Gov't Code*.

**PASSED AND APPROVED FIRST READING** on this the _____ day of _____ 2024.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the _____ day of _____ 2024.

**THE CITY OF MANOR, TEXAS**

_____
Dr. Christopher Harvey,
Mayor

**ATTEST:**

_____
Lluvia T. Almaraz, TRMC
City Secretary

**Exhibit "A"**
**Subject Property Description**
**+/- 1.273 Acres**

**HOLT CARSON, INCORPORATED**
**PROFESSIONAL LAND SURVEYORS**
Texas Licensed Surveying Firm Registration No. 10050700
1904 FORTVIEW ROAD
AUSTIN, TX 78704
TELEPHONE: (512) 442-0990
E-mail: survey@hciaustin.com

**"TRACT 2"** January 11, 2022

**FIELD NOTE DESCRIPTION OF 1.273 ACRES OF LAND OUT OF A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERAIN (2.00 ACRE) TRACT OF LAND AS DESCRIBED BY METES AND BOUNDS IN INSTRUMENT RECORDED IN VOLUME 5800, PAGE 700 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, SAID (2.00 ACRE) TRACT, BEING A PORTION OF THE CERTAIN (4.16 ACRE) TRACT OF LAND AS CONVEYED TO HERBERT GUY PURTLE BY DEED RECORDED IN VOLUME 5834, PAGE 1670 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, ALSO BEING A PORTION OF THAT CERTAIN (14.16 ACRE) TRACT OF LAND AS CONVEYED TO HERBERT GUY PURTLE BY DEED RECORDED IN VOLUME 12892, PAGE 74 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING FOR REFERENCE** at a 5/8 inch iron rod found in the Southwest right-of-way line of Voelker Lane at the Northwest corner of that certain (14.00 acre) tract of land as conveyed to Terry Lee Schultz by deed recorded in Volume 13329, Page 410 of the Real Property Records of Travis County, Texas, same being the Northeast corner of that certain (14.16 acre) tract of land as conveyed to Herbert Guy Purtle by deed recorded in Volume 12892, Page 74 of the Real Property Records of Travis County, Texas;

**THENCE** leaving the Southwest right-of-way line of Voelker Lane with the East line of said (14.16 acre) Purtle tract and with the West line of said (14.00 acre) Schultz tract, **S 00 deg. 29'34" W** at a distance of 632.66 ft. passing a calculated point at the record Northeast corner of that certain (4.16 acre) tract of land as conveyed to Herbert Guy Purtle by deed recorded in Volume 5834, Page 1670 of the Deed Records of Travis County, Texas, continuing along said bearing for a total distance of **819.82 ft.** to a 5/8" iron rod found in the North right-of-way line of U.S. Highway 290 at the Northwest corner of that certain (2.281 acre) tract of land as condemned by the State of Texas for highway purposes as set forth in Judgment Nunc Pro Tunc recorded in Volume 11671, Page 223 of the Real Property Records of Travis County, Texas, same being the Northeast corner of that certain (1.544 acre) tract of land as condemned by the State of Texas for Highway purposes as set forth in Amended Judgment recorded in Volume 11664, Page 435 of the Real Property Records of Travis County, Texas;

**1.273 Acres**
**End of Page 1 of 3**

**1.273 Acres**
**Page 2 of 3**

**THENCE** leaving the West line of said (14.00 acre) Schultz tract and entering the interior of said (4.16 acre) Purtle tract and said (14.16 acre) Purtle tract, with the North line of said (1.544 acre) State of Texas tract and with the North right-of-way line of U.S. Highway 290, S 86 deg. 48'09" W 303.88 ft. to a calculated point in the East line of that certain (2.00 acre) tract of land as described by metes and bounds in instrument recorded in Volume 5800, Page 700 of the Deed Records of Travis County, Texas and being the Southeast corner and the **PLACE OF BEGINNING** of the herein described tract;

**THENCE** crossing through the interior of said (2.00 acre) tract and continuing through the interior of said (4.16 acre) Purtle tract and said (14.16 acre) Purtle tract, with the North line of said (1.544 acre) State of Texas tract and with the North right-of-way line of U.S. Highway 290, **S 86 deg. 48'09" W 301.67 ft.** to a brass disk in concrete imprinted "Texas Department of Transportation" found at the intersection of the North right-of-way line of U.S. Highway 290 and the East right-of-way line of F.M. 1100, same being a point in the West line of said (2.00 acre) tract, also being a point in the West line of said (4.16 acre) Purtle tract and said (14.16 acre) Purtle tract, and also being the Northwest corner of said (1.544 acre) State of Texas tract and the Southwest corner of the herein described tract.;

**THENCE** leaving the North right-of-way line of U.S. Highway 290 with the East right-of-way line of F.M. 1100 and with the West lines of said (2.00 acre) tract, said (4.16 acre) Purtle tract and said (14.16 acre) Purtle tract, the following two (2) courses:

1.) **N 39 deg. 26'56" W 14.07 ft.** to a broken concrete highway monument;
2.) **N 05 deg. 33'26" E, 177.49 ft.** to a calculated point at the record Northwest corner of said (4.16 acre) Purtle tract, same being the Northwest corner of said (2.00 acre) tract and being the Northwest corner of the herein described tract, from which a broken concrete highway monument found at a point of curvature in the East right-of-way line of F.M. 110, same being a point in the West line of said (14.16 acre) Purtle tract bears, N 05 deg. 33'26" E 544.61 ft.;

**THENCE** leaving the East right-of-way line of F.M. 1100 and re-entering the interior of said (14.16 acre) Purtle tract, with the North line of said (2.00 acre) tract and with the North line of said (4.16 acre) Purtle tract, **N 86 deg. 48'09" E 282.98 ft. to** a calculated point at the Northeast corner of said (2.00 acre) tract, same being the Northeast corner of the herein described tract;

**1.273 Acres**
**Page 3 of 3**

**THENCE** leaving the North line of said (4.16 acre) Purtle tract and continuing through the interior of said (14.16 acre) Purtle tract with the East line of said (2.00 acre) tract, **S 03 deg. 11'51" E 186.77 ft.** to the **PLACE OF BEGINNING** and containing **1.273 acres** of land.

SURVEYED: September 18, 2021

BY:

Holt Carson
Registered Professional Land Surveyor No. 5166




Reference Map B1092102

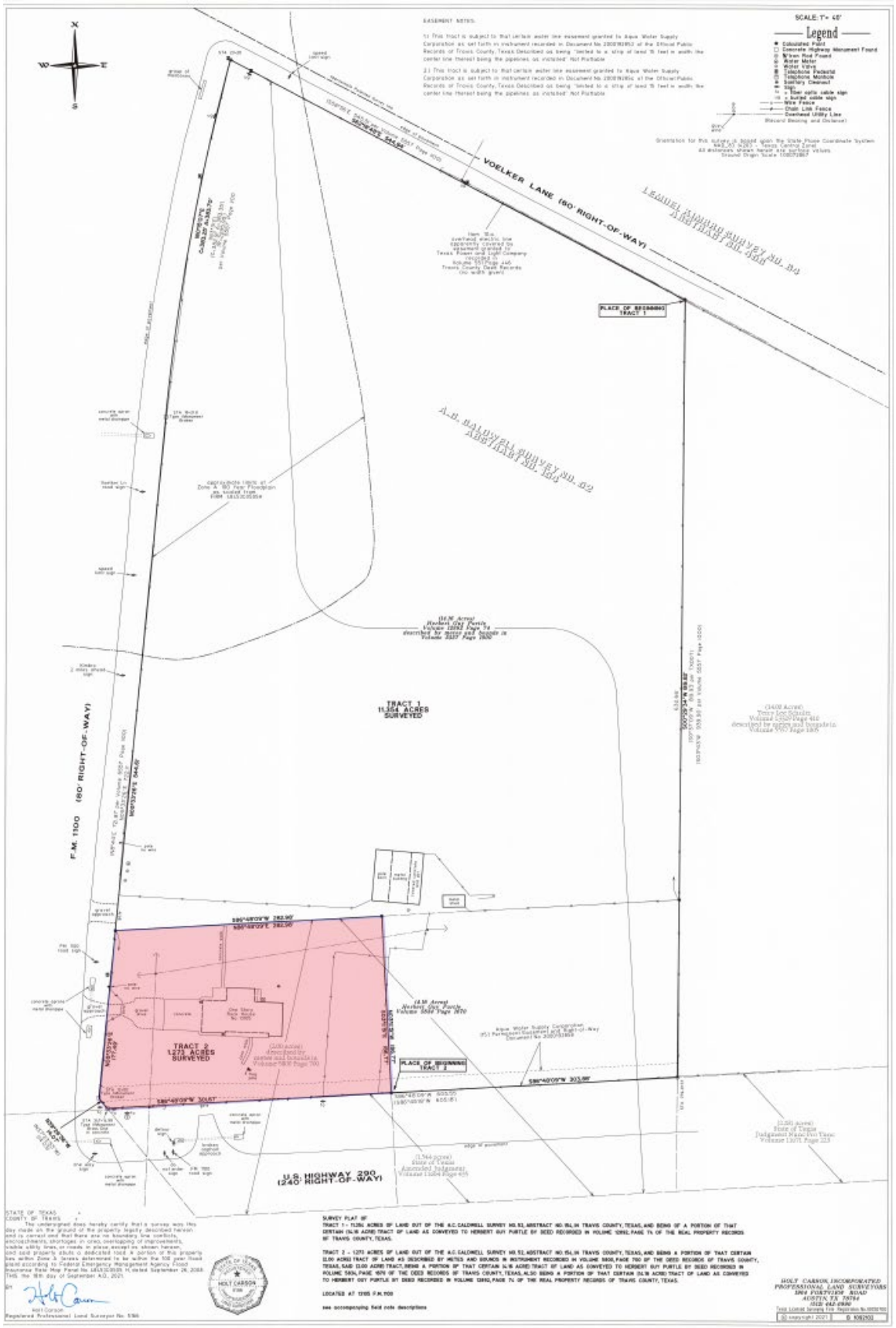

VOELKER LANE (80' RIGHT-OF-WAY)
F.M. 1100 (80' RIGHT-OF-WAY)
U.S. HIGHWAY 290 (240' RIGHT-OF-WAY)
TRACT 1
11.354 ACRES
SURVEYED
TRACT 2
1.275 ACRES
SURVEYED
PLACE OF BEGINNING TRACT 1
PLACE OF BEGINNING TRACT 2
A.B. BALDWELL SURVEY NO. 52
ABSTRACT NO. 154
Legend
SURVEY PLAT OF
TRACT 1 - 11.354 ACRES OF LAND OUT OF THE A.C. CALDWELL SURVEY NO.52, ABSTRACT NO.154,IN TRAVIS COUNTY, TEXAS, AND BEING OF A PORTION OF THAT CERTAIN (14.16 ACRE) TRACT OF LAND AS CONVEYED TO HERBERT GUY PURTLE BY DEED RECORDED IN VOLUME 12892, PAGE 74 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.
TRACT 2 - 1.275 ACRES OF LAND OUT OF THE A.C. CALDWELL SURVEY NO.52, ABSTRACT NO.154,IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN (2.00 ACRE) TRACT OF LAND AS DESCRIBED BY METES AND BOUNDS IN INSTRUMENT RECORDED IN VOLUME 5808, PAGE 750 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, SAID (2.00 ACRE) TRACT, BEING A PORTION OF THAT CERTAIN (14.16 ACRE) TRACT OF LAND AS CONVEYED TO HERBERT GUY PURTLE BY DEED RECORDED IN VOLUME 5836, PAGE 1829 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, ALSO BEING A PORTION OF THAT CERTAIN (14.16 ACRE) TRACT OF LAND AS CONVEYED TO HERBERT GUY PURTLE BY DEED RECORDED IN VOLUME 12892, PAGE 74 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.
LOCATED AT 13105 F.M.1100
see accompanying field note descriptions
HOLT CARSON, INCORPORATED
PROFESSIONAL LAND SURVEYORS
1904 FORTVIEW ROAD
AUSTIN, TX 78704
(512) 442-0990

**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 __Najib Wehbe a ("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):**

NAJIB WEHBE_____

**By:** _____

**Name (print):** NAJIB WEHBE_____

**Title:** _OWNER_____

**Date:** 03-25-2024_____

# Subject Property Description

# HOLT CARSON, INCORPORATED

**PROFESSIONAL LAND SURVEYORS**

**Texas Licensed Surveying Firm Registration No. 10050700**
**1904 FORTVIEW ROAD**
**AUSTIN, TX 78704**
**TELEPHONE: (512) 442-0990**
**E-mail: survey@hciaustin.com**


**"TRACT 2"**

January 11, 2022

**FIELD NOTE DESCRIPTION OF 1.273 ACRES OF LAND OUT OF A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERAIN (2.00 ACRE) TRACT OF LAND AS DESCRIBED BY METES AND BOUNDS IN INSTRUMENT RECORDED IN VOLUME 5800, PAGE 700 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, SAID (2.00 ACRE) TRACT, BEING A PORTION OF THE CERTAIN (4.16 ACRE) TRACT OF LAND AS CONVEYED TO HERBERT GUY PURTLE BY DEED RECORDED IN VOLUME 5834, PAGE 1670 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, ALSO BEING A PORTION OF THAT CERTAIN (14.16 ACRE) TRACT OF LAND AS CONVEYED TO HERBERT GUY PURTLE BY DEED RECORDED IN VOLUME 12892, PAGE 74 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING FOR REFERENCE** at a 5/8 inch iron rod found in the Southwest right-of-way line of Voelker Lane at the Northwest corner of that certain (14.00 acre) tract of land as conveyed to Terry Lee Schultz by deed recorded in Volume 13329, Page 410 of the Real Property Records of Travis County, Texas, same being the Northeast corner of that certain (14.16 acre) tract of land as conveyed to Herbert Guy Purtle by deed recorded in Volume 12892, Page 74 of the Real Property Records of Travis County, Texas;

**THENCE** leaving the Southwest right-of-way line of Voelker Lane with the East line of said (14.16 acre) Purtle tract and with the West line of said (14.00 acre) Schultz tract, **S 00 deg. 29'34" W** at a distance of 632.66 ft. passing a calculated point at the record Northeast corner of that certain (4.16 acre) tract of land as conveyed to Herbert Guy Purtle by deed recorded in Volume 5834, Page 1670 of the Deed Records of Travis County, Texas, continuing along said bearing for a total distance of **819.82 ft.** to a 5/8" iron rod found in the North right-of-way line of U.S. Highway 290 at the Northwest corner of that certain (2.281 acre) tract of land as condemned by the State of Texas for highway purposes as set forth in Judgment Nunc Pro Tunc recorded in Volume 11671, Page 223 of the Real Property Records of Travis County, Texas, same being the Northeast corner of that certain (1.544 acre) tract of land as condemned by the State of Texas for Highway purposes as set forth in Amended Judgment recorded in Volume 11664, Page 435 of the Real Property Records of Travis County, Texas;

**1.273 Acres**
**End of Page 1 of 3**

**1.273 Acres**
**Page 2 of 3**

**THENCE** leaving the West line of said (14.00 acre) Schultz tract and entering the interior of said (4.16 acre) Purtle tract and said (14.16 acre) Purtle tract, with the North line of said (1.544 acre) State of Texas tract and with the North right-of-way line of U.S. Highway 290, S 86 deg. 48'09" W 303.88 ft. to a calculated point in the East line of that certain (2.00 acre) tract of land as described by metes and bounds in instrument recorded in Volume 5800, Page 700 of the Deed Records of Travis County, Texas and being the Southeast corner and the **PLACE OF BEGINNING** of the herein described tract;

**THENCE** crossing through the interior of said (2.00 acre) tract and continuing through the interior of said (4.16 acre) Purtle tract and said (14.16 acre) Purtle tract, with the North line of said (1.544 acre) State of Texas tract and with the North right-of-way line of U.S. Highway 290, **S 86 deg. 48'09" W 301.67 ft.** to a brass disk in concrete imprinted "Texas Department of Transportation" found at the intersection of the North right-of-way line of U.S. Highway 290 and the East right-of-way line of F.M. 1100, same being a point in the West line of said (2.00 acre) tract, also being a point in the West line of said (4.16 acre) Purtle tract and said (14.16 acre) Purtle tract, and also being the Northwest corner of said (1.544 acre) State of Texas tract and the Southwest corner of the herein described tract.;

**THENCE** leaving the North right-of-way line of U.S. Highway 290 with the East right-of-way line of F.M. 1100 and with the West lines of said (2.00 acre) tract, said (4.16 acre) Purtle tract and said (14.16 acre) Purtle tract, the following two (2) courses:

1.) **N 39 deg. 26'56" W 14.07 ft.** to a broken concrete highway monument;
2.) **N 05 deg. 33'26" E, 177.49 ft.** to a calculated point at the record Northwest corner of said (4.16 acre) Purtle tract, same being the Northwest corner of said (2.00 acre) tract and being the Northwest corner of the herein described tract, from which a broken concrete highway monument found at a point of curvature in the East right-of-way line of F.M. 110, same being a point in the West line of said (14.16 acre) Purtle tract bears, N 05 deg. 33'26" E 544.61 ft.;

**THENCE** leaving the East right-of-way line of F.M. 1100 and re-entering the interior of said (14.16 acre) Purtle tract, with the North line of said (2.00 acre) tract and with the North line of said (4.16 acre) Purtle tract, **N 86 deg. 48'09" E 282.98 ft. to** a calculated point at the Northeast corner of said (2.00 acre) tract, same being the Northeast corner of the herein described tract;

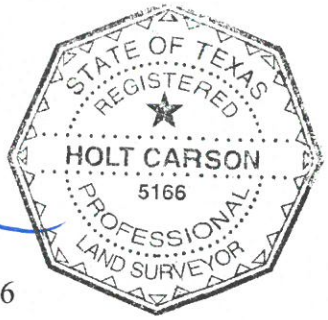
**1.273 Acres**
**Page 3 of 3**

**THENCE** leaving the North line of said (4.16 acre) Purtle tract and continuing through the interior of said (14.16 acre) Purtle tract with the East line of said (2.00 acre) tract, **S 03 deg. 11'51" E 186.77 ft.** to the **PLACE OF BEGINNING** and containing **1.273 acres** of land.

SURVEYED: September 18, 2021

BY:

Holt Carson
Registered Professional Land Surveyor No. 5166




Reference Map B1092102

SCALE: 1"= 40'

EASEMENT NOTES:

1.) This tract is subject to that certain water line easement granted to Aqua Water Supply Corporation as set forth in instrument recorded in Document No. 2000192853 of the Official Public Records of Travis County, Texas. Described as being "limited to a strip of land 15 feet in width the center line thereof being the pipelines as installed" Not Plottable

2.) This tract is subject to that certain water line easement granted to Aqua Water Supply Corporation as set forth in instrument recorded in Document No. 2000192854 of the Official Public Records of Travis County, Texas. Described as being "limited to a strip of land 15 feet in width the center line thereof being the pipelines as installed" Not Plottable

## Legend

- Calculated Point
- Concrete Highway Monument Found
- ⅝" Iron Rod Found
- Water Meter
- Water Valve
- Telephone Pedestal
- Telephone Manhole
- Sanitary Cleanout
- Sign
- fo = fiber optic cable sign
- ug = buried cable sign
- x — Wire Fence
- Chain Link Fence
- Overhead Utility Line
- (Record Bearing and Distance)

pole, guy wire

Orientation for this survey is based upon the State Plane Coordinate System NAD_83 (4203 - Texas Central Zone)
All distances shown herein are surface values.
Ground Origin Scale 1.00072867

N
W E
S

STA 23+20
speed limit sign
group of mailboxes
ug
approximate Patented Survey line
edge of pavement
(S58°56'E 545.5' per Volume 5557 Page 1100)
S62°18'48"E 544.84'
VOELKER LANE (60' RIGHT-OF-WAY)
LEMUEL KIMBRO SURVEY NO. 84
ABSTRACT NO. 458
Item 10.a.
overhead electric line
apparently covered by
easement granted to
Texas Power and Light Company
recorded in
Volume 551 Page 446
Travis County Deed Records
(no width given)
PLACE OF BEGINNING
TRACT 1
A.C. CALDWELL SURVEY NO. 52
ABSTRACT NO. 154
N10°15'07"E
C=383.25' A=383.70'
(C=382.91' (N13°31'E)
A=383.35')
(R=2295.95')
per Volume 5557 Page 1100
edge of pavement
concrete apron with metal drainpipe
STA 19+21.8
Type I Monument
Broken
Voelker Ln road sign
approximate limits of
Zone A 100 Year Floodplain
as scaled from
FIRM 48453C0505H
speed limit sign
(14.16 Acres)
Herbert Guy Purtle
Volume 12892 Page 74
described by metes and bounds in
Volume 5557 Page 1000
Kimbro 2 miles ahead sign
TRACT 1
11.354 ACRES
SURVEYED
632.66'
S00°29'34"W 819.82'
(S0°37'09"W 819.93' per TXDOT)
(S03°43'W 939.90' per Volume 5557 Page 1000)
(14.00 Acres)
Terry Lee Schultz
Volume 13329 Page 410
described by metes and bounds in
Volume 5557 Page 1005
F.M. 1100 (80' RIGHT-OF-WAY)
(N8°44'E 721.87' per Volume 5557 Page 1100)
N05°33'26"E 722.11'
N05°33'26"E 544.61'
pole no wire
pole barn
metal buildng
covered concrete and dirt
metal shed
gravel approach
gate
S86°48'09"W 282.98'
N86°48'09"E 282.98'
concrete walk
FM 1100 road sign
pole no wire
concrete aprons with metal drainpipe
gravel approach
gate
gravel drive
concrete
One Story Rock House No. 13105
N05°33'26"E 177.49'
TRACT 2
1.273 ACRES
SURVEYED
(2.00 acres)
described by
metes and bounds in
Volume 5800 Page 700
conc. walk
flag pole
S03°11'51"E 186.77'
N03°11'51"W 186.77'
(4.16 Acres)
Herbert Guy Purtle
Volume 5834 Page 1670
Aqua Water Supply Corporation
(15') Permanent Easement and Right-of-Way
Document No. 2000192858
PLACE OF BEGINNING
TRACT 2
S86°48'09"W 303.88'
STA 12+00
Type I Monument
Broken
S86°48'09"W 301.67'
gate
S86°48'09"W 605.55'
(S86°45'18"W 605.18')
STA 379+01.57
fo
STA 347+14.99
Type II Monument
Brass Disk
in concrete
N39°26'56"W
14.07'
(N37°23'53"W
(14.03')
concrete apron with metal drainpipe
detour sign
broken asphalt approach
one way sign
do not enter sign
FM 1100 road sign
concrete apron with metal drainpipe
edge of pavement
(1.544 acres)
State of Texas
Amended Judgment
Volume 11664 Page 435
(2.281 acres)
State of Texas
Judgment Nunc Pro Tunc
Volume 11671 Page 223
U.S. HIGHWAY 290
(240' RIGHT-OF-WAY)

STATE OF TEXAS ×
COUNTY OF TRAVIS ×

The undersigned does hereby certify that a survey was this day made on the ground of the property legally described hereon and is correct and that there are no boundary line conflicts, encroachments, shortages in area, overlapping of improvements, visible utility lines, or roads in place, except as shown hereon, and said property abuts a dedicated road. A portion of this property lies within Zone A (areas determined to be within the 100 year flood plain) according to Federal Emergency Management Agency Flood Insurance Rate Map Panel No. 48453C0505 H, dated September 26, 2008.
THIS the 18th day of September A.D., 2021.

BY

Holt Carson
Registered Professional Land Surveyor No. 5166

STATE OF TEXAS REGISTERED HOLT CARSON 5166 PROFESSIONAL LAND SURVEYOR

**SURVEY PLAT OF**
**TRACT 1 - 11.354 ACRES OF LAND OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, IN TRAVIS COUNTY, TEXAS, AND BEING OF A PORTION OF THAT CERTAIN (14.16 ACRE) TRACT OF LAND AS CONVEYED TO HERBERT GUY PURTLE BY DEED RECORDED IN VOLUME 12892, PAGE 74 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.**

**TRACT 2 - 1.273 ACRES OF LAND OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN (2.00 ACRE) TRACT OF LAND AS DESCRIBED BY METES AND BOUNDS IN INSTRUMENT RECORDED IN VOLUME 5800, PAGE 700 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, SAID (2.00 ACRE) TRACT, BEING A PORTION OF THAT CERTAIN (4.16 ACRE) TRACT OF LAND AS CONVEYED TO HERBERT GUY PURTLE BY DEED RECORDED IN VOLUME 5834, PAGE 1670 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, ALSO BEING A PORTION OF THAT CERTAIN (14.16 ACRE) TRACT OF LAND AS CONVEYED TO HERBERT GUY PURTLE BY DEED RECORDED IN VOLUME 12892, PAGE 74 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.**

**LOCATED AT 13105 F.M. 1100**

**see accompanying field note descriptions**

*HOLT CARSON, INCORPORATED*
*PROFESSIONAL LAND SURVEYORS*
*1904 FORTVIEW ROAD*
*AUSTIN, TX 78704*
*(512) 442-0990*
Texas Licensed Surveying Firm Registration No. 10

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B 109210

AGENDA ITEM NO. 14

# AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 17, 2024
**PREPARED BY:** Scott Dunlop, Director
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**
First Reading: Consideration, discussion, and possible action on an ordinance rezoning two (2) lots on 12.627 acres, more or less, and being located at 13105 FM 1100, Manor, TX from Agricultural (A) to Medium Commercial (C-2). *Applicant: Professional StruCIVIL Engineers Inc*
*Owner: Najib Wehbe*

**BACKGROUND/SUMMARY:**
A portion of this property is currently being considered for annexation and this zoning case has been filed to run concurrently with the annexation request. The property is located at the intersection of US Hwy 290 and FM 1100, both TxDOT roads.

This area on our Future Land Use Map is designated as a Commercial Corridor. Commercial Corridors consist of nonresidential land uses that meet the needs of both local and regional residents. This includes big box stores and multi-tenant commercial or retail uses. They are typically located along high-volume roadways or at high-volume intersections and generate large amounts of sales tax revenue. Commercial corridors often consist of traditional and suburban commercial development with large surface parking lots that front a major roadway or highway.

In addition to the annexation and zoning cases, the applicant has also concurrently filed a Specific Use Permit for a Gas Station (Limited) on the property.

Planning and Zoning Commission voted 4-2 to recommend approval.

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

- Ordinance
- Letter of Intent
- Rezoning Map
- Aerial Image
- Commercial Corridor Dashboard
- Public Notice
- Mailing Labels

**STAFF RECOMMENDATION:**

The City Staff recommends that the City Council approve the first reading of an ordinance rezoning two (2) lots on 12.627 acres, more or less, and being located at 13105 FM 1100, Manor, TX from Agricultural (A) to Medium Commercial (C-2).

| **PLANNING & ZONING COMMISSION:** | **Recommend Approval** | **Disapproval** | **None** |
|---|---|---|---|
| | **X** | | |

**ORDINANCE NO. _____**

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

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

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

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

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

**Section 1. Findings.** The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

**Section 2. Amendment of Ordinance.** City of Manor Code of Ordinances Chapter 14 Zoning Ordinance ("Zoning Ordinance" or "Code"), is hereby modified and amended by rezoning the Property as set forth in Section 3.

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

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

**PASSED AND APPROVED FIRST READING** on this the ___ day of April 2024.

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

**THE CITY OF MANOR, TEXAS**

_____
Dr. Christopher Harvey,
Mayor

**ATTEST:**

_____
Lluvia T. Almaraz, TRMC
City Secretary

# EXHIBIT "A"

Property Address:
13105 FM 1100 Road, Manor, TX 78653

Property Legal Description Tract 1:

**"TRACT 1"** January 11, 2022

**FIELD NOTE DESCRIPTION OF 11.354 ACRES OF LAND OUT OF A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN (14.16 ACRE) TRACT OF LAND AS CONVEYED TO HERBERT GUY PURTLE BY DEED RECORDED IN VOLUME 12892, PAGE 74 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a 5/8 inch iron rod found in the Southwest right-of-way line of Voelker Lane at the Northwest corner of that certain (14.00 acre) tract of land as conveyed to Terry Lee Schultz by deed recorded in Volume 13329, Page 410 of the Real Property Records of Travis County, Texas, same being the Northeast corner of that certain (14.16 acre) tract of land as conveyed to Herbert Guy Purtle by deed recorded in Volume 12892, Page 74 of the Real Property Records of Travis County, Texas and being the Northeast corner and **PLACE OF BEGINNING** of the herein described tract;

**THENCE** leaving the Southwest right-of-way line of Voelker Lane with the East line of said (14.16 acre) Purtle tract and with the West line of said (14.00 acre) Schultz tract, **S 00 deg. 29'34" W** at a distance of 632.66 ft. passing a calculated point at the record Northeast corner of that certain (4.16 acre) tract of land as conveyed to Herbert Guy Purtle by deed recorded in Volume 5834, Page 1670 of the Deed Records of Travis County, Texas, continuing along said bearing for a total distance of **819.82 ft.** to a 5/8" iron rod found in the North right-of-way line of U.S. Highway 290 at the Northwest corner of that certain (2.281 acre) tract of land as condemned by the State of Texas for highway purposes as set forth in Judgment Nunc Pro Tunc recorded in Volume 11671, Page 223 of the Real Property Records of Travis County, Texas, same being the Northeast corner of that certain (1.544 acre) tract of land as condemned by the State of Texas for Highway purposes as set forth in Amended Judgment recorded in Volume 11664, Page 435 of the Real Property Records of Travis County, Texas and being the Southeast corner of the herein described tract;

**THENCE** leaving the West line of said (14.00 acre) Schultz tract and entering the interior of said (4.16 acre) Purtle tract and said (14.16 acre) Purtle tract, with the North line of said (1.544 acre) State of Texas tract and with the North right-of-way line of U.S. Highway 290, **S 86 deg. 48'09" W 303.88 ft.** to a calculated point in the East line of that certain (2.00 acre) tract of land as described by metes and bounds in instrument recorded in Volume 5800, Page 700 of the Deed Records of Travis County, Texas and being the most Southerly Southwest corner of the herein described tract, from which a brass disk in concrete imprinted "Texas Department of Transportation" found at the intersection of the North right-of-way line of U.S. Highway 290 and the East right-of-way line of F.M. 1100, same being a point in the West line of said (2.00 acre) tract, also being a point in the West line of said (4.16 acre) Purtle tract and said (14.16 acre) Purtle tract, and also being the Northwest corner of said (1.544 acre) State of Texas tract bears, S 86 deg. 48'09" W 301.67 ft.;

**THENCE** leaving the North right-of-way line of U.S. Highway 290 and continuing through the interior of said (4.16 acre) Purtle tract and said (14.16 acre) Purtle tract, with the East line of said (2.00 acre) tract, **N 03 deg. 11'15" W 186.77 ft.** to a calculated point in the North line of said (4.16 acre) tract, same being the Northeast corner of said (2.00 acre) tract and being an angle corner of the herein described tract;

**THENCE** continuing through the interior of said (14.16 acre) Purtle tract, with the North lines of said (4.16 acre) Purtle tract and said (2.00 acre) tract, **S 86 deg. 48'09" W 282.98 ft. to** a calculated point in the East right-of-way line of F.M. 1100, same being the Northwest corner of said (4.16 acre) Purtle tract, also being the Northwest corner of said (2.00 acre) tract, and also being a point in the West line of said (14.16 acre) tract and being the most Westerly Southwest corner of the herein described tract, from which a broken concrete highway monument found bears, S 05 deg. 33'26" W 177.49 ft.;

**THENCE** with the East right-of-way line F.M. 1100 and with the West line of said (14.16 acre) Purtle tract, **N 05 deg. 33'26" E 544.61 ft.** to a broken concrete highway monument found at a point of curvature in the East right-of-way line of F.M. 1100, same being a point in the West line of said (14.16 acre) Purtle tract;

**THENCE** along a curve to the right with a radius of 2295.95 ft. for an arc length of 383.70 ft. and which chord bears, **N 10 deg. 15'07" E 383.25 ft.** to a 5/8" iron rod at the base of a wood fence corner post found at the intersection of the East right-of-way line of F.M. 1100 and the Southwest right-of-way line of Voelker Lane, same being the Northwest corner of said (14.16 acre) Purtle tract and the Northwest corner of the herein described tract;

**THENCE** leaving the East right-of-way line of F.M. 1100 with the Southwest right-of-way line of Voelker Lane and with the Northeast line of said (14.16 acre) Purtle tract, **S 62 deg. 18'48" E 544.84 ft.** to the **PLACE OF BEGINNING** and containing **11.354 acres** of land.

SURVEYED: September 18, 2021

BY:

Holt Carson
Registered Professional Land Surveyor No. 5166




Reference Map B1092102

Property Legal Description Tract 2:

**"TRACT 2"** January 11, 2022

**FIELD NOTE DESCRIPTION OF 1.273 ACRES OF LAND OUT OF A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERAIN (2.00 ACRE) TRACT OF LAND AS DESCRIBED BY METES AND BOUNDS IN INSTRUMENT RECORDED IN VOLUME 5800, PAGE 700 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, SAID (2.00 ACRE) TRACT, BEING A PORTION OF THE CERTAIN (4.16 ACRE) TRACT OF LAND AS CONVEYED TO HERBERT GUY PURTLE BY DEED RECORDED IN VOLUME 5834, PAGE 1670 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, ALSO BEING A PORTION OF THAT CERTAIN (14.16 ACRE) TRACT OF LAND AS CONVEYED TO HERBERT GUY PURTLE BY DEED RECORDED IN VOLUME 12892, PAGE 74 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

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**THENCE** leaving the Southwest right-of-way line of Voelker Lane with the East line of said (14.16 acre) Purtle tract and with the West line of said (14.00 acre) Schultz tract, **S 00 deg. 29'34" W** at a distance of 632.66 ft. passing a calculated point at the record Northeast corner of that certain (4.16 acre) tract of land as conveyed to Herbert Guy Purtle by deed recorded in Volume 5834, Page 1670 of the Deed Records of Travis County, Texas, continuing along said bearing for a total distance of **819.82 ft.** to a 5/8" iron rod found in the North right-of-way line of U.S. Highway 290 at the Northwest corner of that certain (2.281 acre) tract of land as condemned by the State of Texas for highway purposes as set forth in Judgment Nunc Pro Tunc recorded in Volume 11671, Page 223 of the Real Property Records of Travis County, Texas, same being the Northeast corner of that certain (1.544 acre) tract of land as condemned by the State of Texas for Highway purposes as set forth in Amended Judgment recorded in Volume 11664, Page 435 of the Real Property Records of Travis County, Texas;

**THENCE** leaving the West line of said (14.00 acre) Schultz tract and entering the interior of said (4.16 acre) Purtle tract and said (14.16 acre) Purtle tract, with the North line of said (1.544 acre) State of Texas tract and with the North right-of-way line of U.S. Highway 290, S 86 deg. 48'09" W 303.88 ft. to a calculated point in the East line of that certain (2.00 acre) tract of land as described by metes and bounds in instrument recorded in Volume 5800, Page 700 of the Deed Records of Travis County, Texas and being the Southeast corner and the **PLACE OF BEGINNING** of the herein described tract;

**THENCE** crossing through the interior of said (2.00 acre) tract and continuing through the interior of said (4.16 acre) Purtle tract and said (14.16 acre) Purtle tract, with the North line of said (1.544 acre) State of Texas tract and with the North right-of-way line of U.S. Highway 290, **S 86 deg. 48'09" W 301.67 ft.** to a brass disk in concrete imprinted "Texas Department of Transportation" found at the intersection of the North right-of-way line of U.S. Highway 290 and the East right-of-way line of F.M. 1100, same being a point in the West line of said (2.00 acre) tract, also being a point in the West line of said (4.16 acre) Purtle tract and said (14.16 acre) Purtle tract, and also being the Northwest corner of said (1.544 acre) State of Texas tract and the Southwest corner of the herein described tract.;

**THENCE** leaving the North right-of-way line of U.S. Highway 290 with the East right-of-way line of F.M. 1100 and with the West lines of said (2.00 acre) tract, said (4.16 acre) Purtle tract and said (14.16 acre) Purtle tract, the following two (2) courses:

1.) **N 39 deg. 26'56" W 14.07 ft.** to a broken concrete highway monument;
2.) **N 05 deg. 33'26" E, 177.49 ft.** to a calculated point at the record Northwest corner of said (4.16 acre) Purtle tract, same being the Northwest corner of said (2.00 acre) tract and being the Northwest corner of the herein described tract, from which a broken concrete highway monument found at a point of curvature in the East right-of-way line of F.M. 110, same being a point in the West line of said (14.16 acre) Purtle tract bears, N 05 deg. 33'26" E 544.61 ft.;

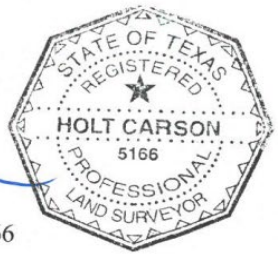
**THENCE** leaving the East right-of-way line of F.M. 1100 and re-entering the interior of said (14.16 acre) Purtle tract, with the North line of said (2.00 acre) tract and with the North line of said (4.16 acre) Purtle tract, **N 86 deg. 48'09" E 282.98 ft. to** a calculated point at the Northeast corner of said (2.00 acre) tract, same being the Northeast corner of the herein described tract;

**THENCE** leaving the North line of said (4.16 acre) Purtle tract and continuing through the interior of said (14.16 acre) Purtle tract with the East line of said (2.00 acre) tract, **S 03 deg. 11'51" E 186.77 ft.** to the **PLACE OF BEGINNING** and containing **1.273 acres** of land.

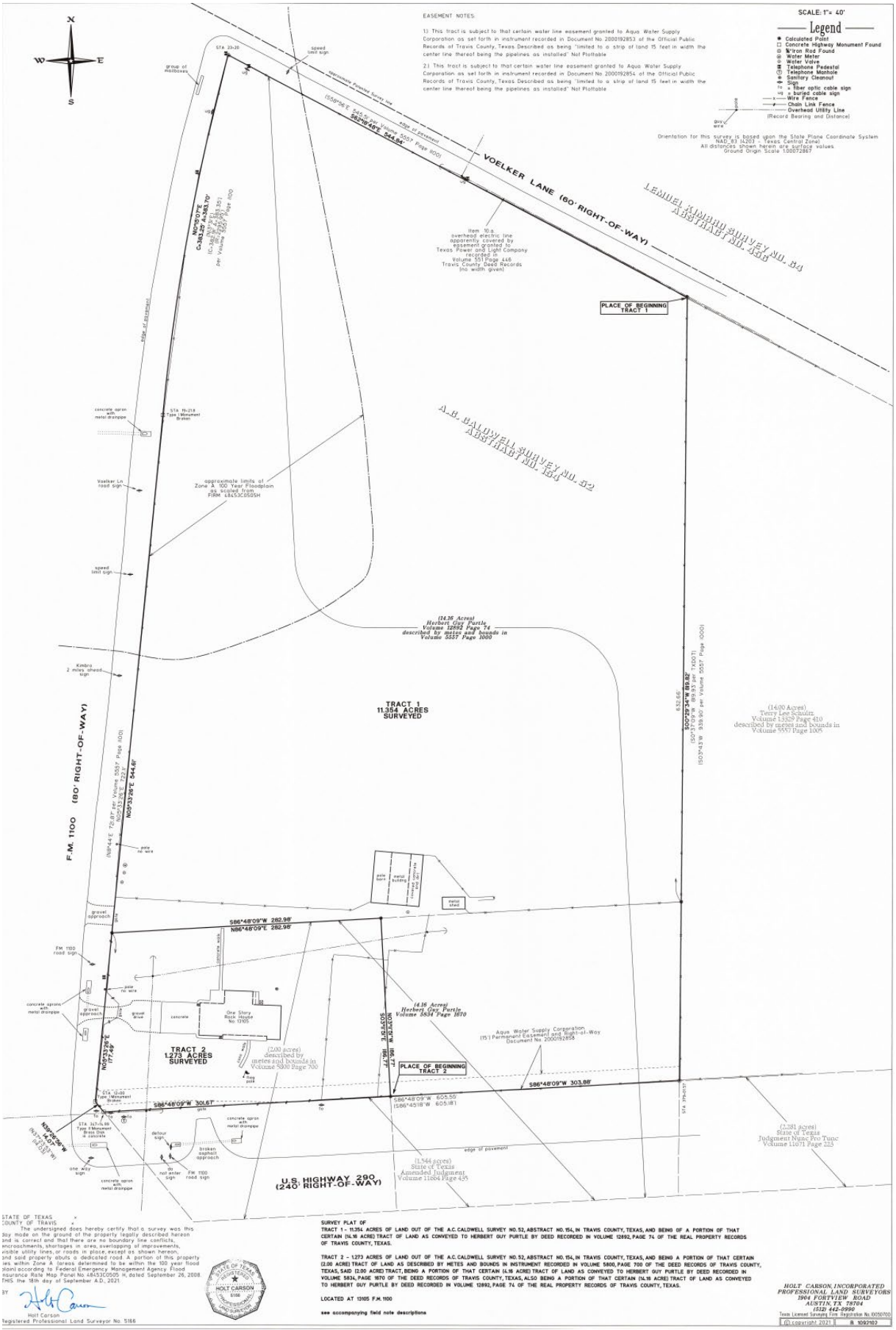
SURVEYED: September 18, 2021

BY:

Holt Carson
Registered Professional Land Surveyor No. 5166




Reference Map B1092102


EASEMENT NOTES:
1.) This tract is subject to that certain water line easement granted to Aqua Water Supply Corporation as set forth in instrument recorded in Document No.2000192853 of the Official Public Records of Travis County, Texas.Described as being "limited to a strip of land 15 feet in width the center line thereof being the pipelines as installed" Not Plottable
2.) This tract is subject to that certain water line easement granted to Aqua Water Supply Corporation as set forth in instrument recorded in Document No.2000192854 of the Official Public Records of Travis County, Texas.Described as being "limited to a strip of land 15 feet in width the center line thereof being the pipelines as installed" Not Plottable
SCALE: 1"= 40'
Legend
Calculated Point
Concrete Highway Monument Found
½"Iron Rod Found
Water Meter
Water Valve
Telephone Pedestal
Telephone Manhole
Sanitary Cleanout
Sign
Fiber optic cable sign
buried cable sign
Wire Fence
Chain Link Fence
Overhead Utility Line
(Record Bearing and Distance)
Orientation for this survey is based upon the State Plane Coordinate System NAD_83 (4203 - Texas Central Zone)
All distances shown herein are surface values.
Ground Origin Scale 1.00012867
VOELKER LANE (60' RIGHT-OF-WAY)
LEMUEL HARRIS SURVEY NO. 84
ABSTRACT NO. 1358
A.B. BALDWELL SURVEY NO. 82
ABSTRACT NO. 154
F.M. 1100 (80' RIGHT-OF-WAY)
U.S. HIGHWAY 290 (240' RIGHT-OF-WAY)
PLACE OF BEGINNING TRACT 1
PLACE OF BEGINNING TRACT 2
TRACT 1
11.354 ACRES
SURVEYED
TRACT 2
1.273 ACRES
SURVEYED
(14.36 Acres)
Herbert Guy Purtle
Volume 12892 Page 74
described by metes and bounds in
Volume 5557 Page 1000
(14.16 Acres)
Herbert Guy Purtle
Volume 5834 Page 1670
(2.00 acres)
described by metes and bounds in
Volume 5800 Page 700
(14.00 Acres)
Terry Lee Schultz
Volume 13329 Page 410
described by metes and bounds in
Volume 5557 Page 1005
(1.544 acres)
State of Texas
Amended Judgment
Volume 11684 Page 435
(2.281 acres)
State of Texas
Judgment Nunc Pro Tunc
Volume 11071 Page 223
Aqua Water Supply Corporation
(15') Permanent Easement and Right-of-Way
Document No. 2000192858
One Story Rock House No. 13105
Item 10.a overhead electric line apparently covered by easement granted to Texas Power and Light Company Dated 1913 Volume 551 Page 448 Travis County Deed Records (no width given)
approximate limits of Zone A 100 Year Floodplain as scaled from FIRM 48453C0505H
STATE OF TEXAS
COUNTY OF TRAVIS
The undersigned does hereby certify that a survey was this day made on the ground of the property legally described hereon and is correct and that there are no boundary line conflicts, encroachments, shortages in area, overlapping of improvements, visible utility lines, or roads in place, except as shown hereon, and said property abuts a dedicated road. A portion of this property lies within Zone A (areas determined to be within the 100 year flood plain) according to Federal Emergency Management Agency Flood Insurance Rate Map Panel No.48453C0505 H, dated September 26, 2008.
THIS the 18th day of September A.D., 2021.
BY
Holt Carson
Registered Professional Land Surveyor No. 5166
HOLT CARSON 5166
SURVEY PLAT OF
TRACT 1 - 11.354 ACRES OF LAND OUT OF THE A.C. CALDWELL SURVEY NO.52, ABSTRACT NO. 154, IN TRAVIS COUNTY, TEXAS, AND BEING OF A PORTION OF THAT CERTAIN (14.16 ACRE) TRACT OF LAND AS CONVEYED TO HERBERT GUY PURTLE BY DEED RECORDED IN VOLUME 12892, PAGE 74 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.
TRACT 2 - 1.273 ACRES OF LAND OUT OF THE A.C. CALDWELL SURVEY NO.52, ABSTRACT NO. 154, IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN (2.00 ACRE) TRACT OF LAND AS DESCRIBED BY METES AND BOUNDS IN INSTRUMENT RECORDED IN VOLUME 5800, PAGE 700 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, SAID (2.00 ACRE) TRACT, BEING A PORTION OF THAT CERTAIN (14.16 ACRE) TRACT OF LAND AS CONVEYED TO HERBERT GUY PURTLE BY DEED RECORDED IN VOLUME 5834, PAGE 1670 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, ALSO BEING A PORTION OF THAT CERTAIN (14.16 ACRE) TRACT OF LAND AS CONVEYED TO HERBERT GUY PURTLE BY DEED RECORDED IN VOLUME 12892, PAGE 74 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.
LOCATED AT 13105 F.M. 1100
see accompanying field note descriptions
HOLT CARSON, INCORPORATED
PROFESSIONAL LAND SURVEYORS
1904 FORTVIEW ROAD
AUSTIN, TX 78704
(512) 442-0990
Texas Licensed Surveying Firm Registration No. 10050702
© copyright 2021
R 1092102

**PROFESSIONAL STRUCIVIL ENGINEERS, INC.**

STRUCTURAL CIVIL TRANSPORTATION

2205 W. PARMER LANE, SUITE #201, AUSTIN, TEXAS 78727

512.238.6422 FAX 512.258.8095 PSCE@PSCEINC.COM REGISTERED FIRM F-4951

December 09, 2021

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

Reference: Rezoning –ABS 154 SUR 52 CALDWELL A C ACR 11.354 (1-D-1) Letter of Intent

Dear Mr. Dunlop:

We are submitting the following request for a zoning change, from R-1 and A to C-2, for an 11.541 acres parcel located at 13105 FM 1100, Manor, TX 78653. The requested change is from the current zoning of R-1 and A zoning to C-2 zoning. The purpose of the zoning change would be to allow the future development of a 14,020sf commercial general retail building, three diesel MPDs, and six regular MPDs.

The intent of the zoning change is to provide a C-2, Medium Commercial zoning to broaden the type of retail construction that can occur on this site. Currently, as proposed, the property is located at the intersection of FM1100 and U.S. Highway 290; the northern property line is bordered by Voelker Lane.

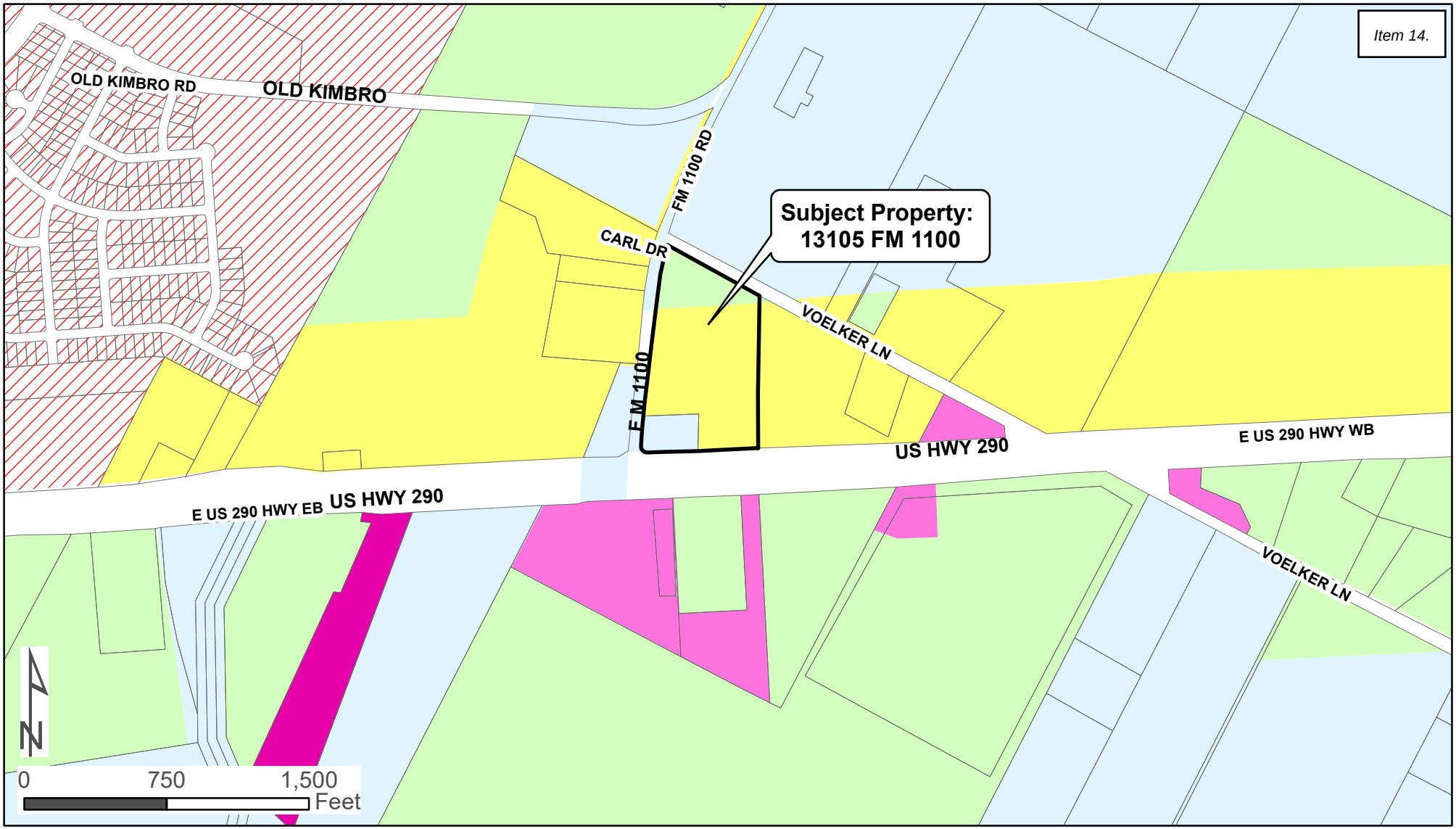
Should the proposed zoning change occur, a gas station, convenience store, and retail space will comprise the development. Access for the site is proposed from one proposed driveway off of FM 1100, and from a second proposed driveway off of U.S. Highway 290.

This Letter of Intent is included with the associated application, mailing labels, tax map, and current deed. Thank you for taking the time to read my correspondence. Should you encounter any questions or concerns, please do not hesitate to contact our office. PSCE, Inc. can be reached at 512-238-6422, or by email at psce@psceinc.com.

Sincerely,

Sarah Corona

Sarah Corona, Office Manager
Professional StruCIVIL Engineers, Inc.




Current:
ETJ - annexation pending
(A) Agricultural
(SF-1) Single Family Suburban

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

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

# 13105 FM 1100 Aerial image



Legend

- 707 Bastrop Aerial I
- 707 N Bastrop St
- 7-Eleven
- Cafe 290
- Feature 1
- Manor Lube & State Inspection
- Riata Ford

1100

1100

13105 FM1100

290

290

290

290

295

Google Earth

Image © 2024 Airbus

200 ft

## COMMERCIAL CORRIDOR

Commercial Corridors consist of nonresidential land uses that meet the needs of both local and regional residents. This includes big box stores and multi-tenant commercial or retail uses.

They are typically located along high volume roadways or at high volume intersections and generate large amounts of sales tax revenue.

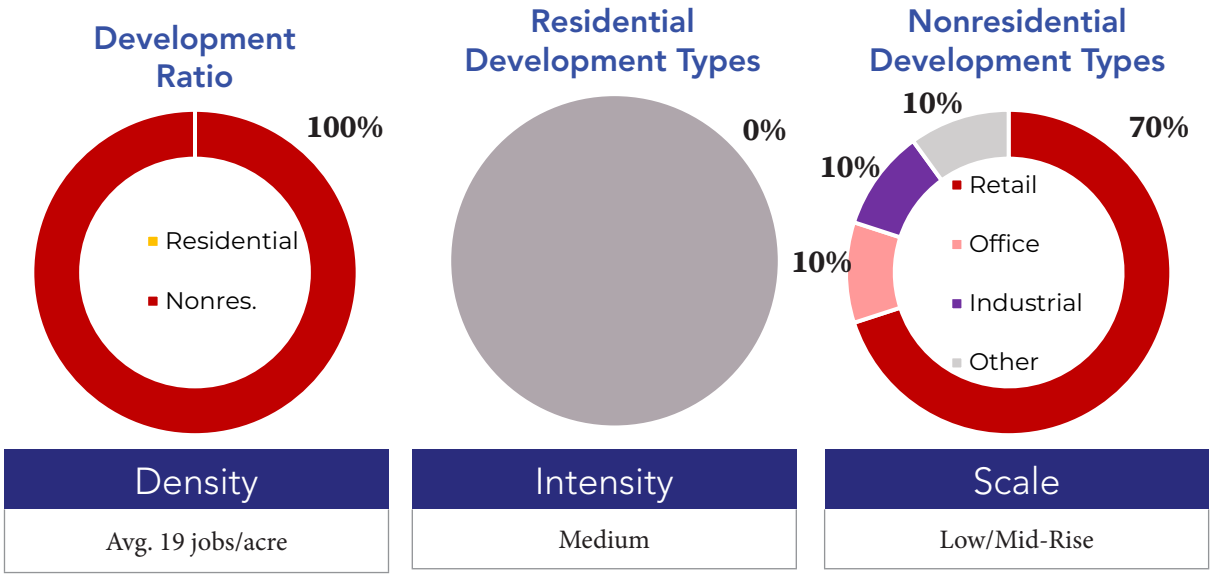
Commercial corridors often consist of traditional and suburban commercial development with large surface parking lots that front a major roadway or highway.

While it is recognized these corridors rely upon automobile accessibility and exposure, development should seek opportunities to leverage different forms with elements of mixed-use within the non-residential use framework. This introduces walkability for people once they arrive, reducing the number of trips and increasing the area's appeal as a destination.

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

- Healthcare services, including hospitals.
- Retail and entertainment.
- Specialized facilities that support workforce and skills development, such as information technology, skilled trades and advanced manufacturing.

Figure 3.6. Commercial Corridor Land Use Mix Dashboard








| DEVELOPMENT TYPE | APPROPRIATENESS | CONDITIONS |
|---|---|---|
| Single-Family Detached (SFD) | ●○○○○ | Not considered appropriate, as the Commercial Corridors are generally oriented towards uses that rely on access and visibility to major roadways and highways and residential is not encouraged along the major roadways and highways for environmental justice and quality of life reasons. The activity and traffic generated by Commercial Corridor uses is not compatible with residential housing. |
| SFD + ADU | ●○○○○ | |
| SFA, Duplex | ●○○○○ | |
| SFA, Townhomes and Detached Missing Middle | ●○○○○ | |
| Apartment House (3-4 units) | ●○○○○ | |
| Small Multifamily (8-12 units) | ●○○○○ | |
| Large Multifamily (12+ units) | ●○○○○ | |
| Mixed-Use Urban, Neighborhood Scale | ●●●○○ | May be nonresidential mixed-use, such as office over retail or some residential can be appropriate if deeper within a site and less proximate to the major roadways. Residential mixed-use can also be appropriate to support transition to adjacent, lower density or residential areas. To note, mixed-use buildings are typically considered the highest fiscally performing development type on a per-acre basis. |
| Mixed-Use Urban, Community Scale | ●●●○○ | |
| Shopping Center, Neighborhood Scale | ●●●●● | Appropriate overall. |
| Shopping Center, Community Scale | ●●●●● | |
| Light Industrial Flex Space | ●●○○○ | Not considered appropriate due to limited potential for sales tax revenue generation and lower dependence on direct exposure to major roadways; can be appropriate if deeper within a site and less proximate to the major roadways, but should not be predominant use. |
| Manufacturing | ●○○○○ | Not considered appropriate. |
| Civic | ●●●●● | Considered supportive to the function of this future land use category; likely more functional facilities, such as utilities, rather than people-centered or community serving facilities. |
| Parks and Open Space | ●●●●● | Generally considered appropriate or compatible within all Land Use Categories. |

3/27/24

## City of Manor Development Services

# Notification for a Rezoning Application

Project Name: 13105 FM 1100 C-2 Rezoning
Case Number: 2021-P-1392-ZO
Case Manager: Michael Burrell
Contact: mburrell@manortx.gov – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon a Rezoning Application for 13105 FM 1100, Manor, TX from Agricultural (A) to Medium Commercial (C-2). The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing on Rezoning Application for two (2) lots on 12.627 acres, more or less, and being located at 13105 FM 1100, Manor, TX from Agricultural (A) to Medium Commercial (C-2).**

***Applicant: Professional StruCIVIL Engineers Inc***
***Owner: Najib Wehbe***

The Planning and Zoning Commission will meet at 6:30PM on April 10, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on April 17, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

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

Terry Lee Schultz
15201 Voelker LN
Manor, TX 78653-4521

Lee J. Marsalise
110 Raymond Dr.
Deridder, LA 70635-5806

JMA Land, LLC.
4203 Spinnaker CV
Austin, TX 78731-5130

Willella & Howard Lundgren
13405 FM 1100
Manor, TX 78653-4516

A-A-A Storage HWY 290 LLC.
4203 Spinnaker CV
Austin, TX 78731-5130

Laurie Pickerill & Daryl Swenson
1120 W. Lovers LN.
Arlington, TX 76013-3822

Centex Materials, LLC.
3019 Alvin Devane Blvd., STE. 100
Austin, TX 78741-7419

Duque States, LLC.
2311 W. Howard LN.
Austin, TX 78728-7618

Deborah & Edward M. Jr. Guerra
16501 FM 973 N
Manor, TX 78653-4158

Timmermann Properties, Inc.
P.O. Box 4784
Austin, TX 78765-4784

Anh Kim Pham & Dinh Chau
1201 Porterfield DR.
Austin, TX 78753-1617

Rosa & Ynacio Tabarez
1221 Meadgreen DR.
Austin, TX 78758-4712

Rosaura Fernandna Chavez & Orlando
Valdez Aguilar
1121 W. Rundbert LN., Unit 13
Austin, TX 78758-6361

AGENDA ITEM NO. 15

# AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 17, 2024
**PREPARED BY:** Scott Dunlop, Director
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

First Reading: Consideration, discussion, and possible action on a Specific Use Permit for one (1) lot on 1.273 acres, more or less, and being located at 13105 FM 1100, Manor, TX to allow for a 14,020sf general retail / Mexican market building, six MPDs, three diesel MPDs, and associated parking and drive aisles.
*Applicant: Professional StruCIVIL Engineers Inc*
*Owner: Najib Wehbe*

**BACKGROUND/SUMMARY:**

This property is concurrently being annexed and zoned C-2 Medium Commercial. C-2 Medium Commercial zoning requires a Specific Use Permit to be approved for gas station uses.

They are proposing a 14,020 sf convenience store and market, 6 MPDs (12 fueling locations), and 3 diesel MPDs.

The closest existing gas stations are 8,536 feet to the west and 2,526' to the east. The gas station 8,536' away is on the westbound side of US 290 (the same side as this proposed gas station) and the one 2,526' away is on the eastbound side of US 290 (the opposite side of the road as the proposed gas station).

As proposed, the conceptual layout meets the city's requirements for gas stations on US 290:

| | |
|---|---|
| Gas Station, Limited | • See article 4.02, Alcoholic Beverages. |
| | • Permitted only within 200 feet of the right-of-way lines of intersecting streets, unless the use is an accessory use to a commercial development such as a grocery store or retail center with a gross floor area of 50,000 square feet or more. |
| | • Permitted at a maximum of two corners at an intersection of two arterial streets; and a maximum of one corner of an intersection with a collector or local street. |
| | • Automotive repair and automobile washing facilities are prohibited. |
| | • No more than four multi-fuel dispensers (eight fuel positions) shall be permitted except where one of the following conditions is met: |

| | |
|---|---|
| | º The property is located along and has direct access from US Highway 290 East. |
| | º The proposed gas station is an accessory use to a commercial development such as a grocery store or retail center with a gross floor area of 50,000 square feet or more. |
| | • In no case shall a gas station be permitted more than ten multi-fuel dispensers (20 fuel positions). |
| | • In the neighborhood business (NB) and light commercial (C-1) districts the canopy and arrangement of multi-fuel dispensers shall be designed in a relatively square pattern as opposed to a linear distribution of the multi-fuel dispensers, as depicted below (where X = one multi-fuel dispenser = two fuel positions):<br><br>Acceptable Pump Arrangement<br>X X<br>X X<br><br>Unacceptable Pump Arrangement<br>X X X X |
| | • Multi-fuel dispensers, air, vacuum, and water stations must be 100 feet from a residential district. |
| | • Fuel positions, air, vacuum, water stations and other similar equipment is prohibited between the principal structure and the property line of a residential district and shall comply with the building setbacks in all other circumstances. |
| | • Freestanding light fixtures shall be reduced in height to 15 feet if the use is adjacent to a residential district. |

Staff recommends a discussion on the site's layout. Our architectural standards state that canopies should be oriented away from intersections. An example gas station layout has been provided in the backup that shows the gas pumps to the side of the building and the diesel pumps in the rear of the building. This allows the front of the building and any retailers who locate in that space to have open access and views to US 290.

It should also suggested to discuss limiting or prohibiting the ability for large commercial vehicles/tractor-trailers to park overnight on the property.

When considering a Specific Use Permit, the following are the listed criteria for approval:

*Section 14.03.005*: In recommending that a specific use permit for the premises under consideration be granted, the planning and zoning commission shall determine that such proposed use(s) are harmonious and adaptable to building structures and uses of abutting property and other property in the vicinity of the premises under consideration, and shall make recommendations as to requirements for the paving of streets, alleys and sidewalks, means of ingress and egress to public streets, provisions for drainage, adequate off-street parking, protective screening and open space, area or security lighting, heights of structures and compatibility of buildings. The

planning and zoning commission and city council shall consider the following criteria in determining the appropriateness of the specific use permit request:

(1) Whether the use is harmonious and compatible with its surrounding existing uses or proposed uses;

(2) Whether the activities requested by the applicant are normally associated with the requested use;

(3) Whether the nature of the use is reasonable; and

(4) Whether any adverse impact on the surrounding area has been mitigated.

The Planning and Zoning Commission voted 5-1 to postpone action so the applicant can provide a TIA or TxDOT approved traffic improvements. The Planning and Zoning Commission also provided conditions on the development they wanted to see when it is brought back. Those improvements are:

1. Remove the diesel pumps
2. Move the gas pumps to the side and turn the canopy 90 degrees
3. Add EV chargers
4. Prohibit overnight large commercial vehicle parking

The Planning and Zoning Commission discussed the following concerns:

1. Large commercial vehicles not having the turning radius leaving the property onto FM 1100
2. Damage to FM 1100 from the commercial vehicle traffic
3. Commercial vehicles parking overnight
4. No EV charging stations
5. The City having enough gas stations and wanting to provide space/development for other uses the residents need. The development should be in the residents' and city's interest.
6. Not having enough information about the proposed market and uses in the retail portion

Commissioner Nila, the dissenting vote, stated this development would provide a fueling option for visitors to and through the city that doesn't currently exist. Commissioner Nila wanted fueling options for all vehicle types, including EV chargers, so all visitors to the City have a place to stop which would bring in more sales tax revenue.

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

- Letter of Intent
- Aerial Image
- Conceptual Layout
- Distance to Existing Gas Stations
- Example Layout
- Public Notice
- Mailing Labels

**STAFF RECOMMENDATION:**

It is the City Staff's recommendation that the City Council discuss the recommendation from the Planning and Zoning Commission and postpone action on a Specific Use Permit for one (1) lot on 1.273 acres, more or less, and being located at 13105 FM 1100, Manor, TX to allow for a that includes a 14,020sf general retail / Mexican market building, six MPDs, three diesel MPDs, and associated parking and drive aisles.

| **PLANNING & ZONING COMMISSION:** | **Recommend Approval** | **Disapproval** | **None** |
|---|---|---|---|
| | | | **X - postpone** |

**PROFESSIONAL STRUCIVIL ENGINEERS, INC.**

STRUCTURAL CIVIL TRANSPORTATION

2205 W. PARMER LANE, SUITE #201, AUSTIN, TEXAS 78727

512.238.6422 FAX 512.258.8095 PSCE@PSCEINC.COM REGISTERED FIRM F-4951

December 09, 2021

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

Reference: Specific Use Permit –ABS 154 SUR 52 CALDWELL A C ACR 11.354 (1-D-1) Letter of Intent

Dear Mr. Dunlop:

We are submitting the following request for a Specific Use Permit for an 11.541 acres parcel located at 13105 FM 1100, Manor, TX 78653. The purpose of the Specific Use Permit would be to allow the future development of a 14,020sf commercial general retail building, three diesel MPDs, and six regular MPDs.

The intent of the Specific Use Permit is broaden the type of retail construction that can occur on this site. Currently, as proposed, the property is located at the intersection of FM1100 and U.S. Highway 290; the northern property line is bordered by Voelker Lane.

Should the proposed Specific Use Permit occur, a gas station, convenience store, and retail space will comprise the development. Access for the site is proposed from one proposed driveway off of FM 1100, and from a second proposed driveway off of U.S. Highway 290.

This Letter of Intent is included with the associated application, mailing labels, tax map, and current deed. Thank you for taking the time to read my correspondence. Should you encounter any questions or concerns, please do not hesitate to contact our office. PSCE, Inc. can be reached at 512-238-6422, or by email at psce@psceinc.com.

Sincerely,

Sarah Corona, Office Manager
Professional StruCIVIL Engineers, Inc.


Carl Dr
Carl Dr
Voelker Ln
Voelker Ln
Voelker Ln
H100

SCALE: 1"=40'

## Legend

- Concrete Highway Monument
- Iron Rod Found
- Water Meter
- Water Valve
- Telephone Pedestal
- Telephone Manhole
- Sanitary Cleanout
- Storm Sewer Manhole
- Fiber optic cable
- Underground Electric
- Wire Fence
- Chain Link Fence
- Overhead Utility Line
- (Record Bearing and Distance)

pole
guy wire

Orientation for this survey is based upon the State Plane Coordinate System
NAD 83 (4203 - Texas Central Zone)
All distances shown herein are surface values.
Ground Origin Scale 1.00012867

SCHEDULE B NOTES:

Item 10.b.) This tract is subject to that certain water line easement granted to Aqua Water Supply Corporation as set forth in instrument recorded in Document No. 2000132853 of the Official Public Records of Travis County, Texas. Described as being 'limited to a strip of land 15 feet in width the center line thereof being the pipelines as installed' Not Plottable

Item 10.c.) This tract is subject to that certain water line easement granted to Aqua Water Supply Corporation as set forth in instrument recorded in Document No. 2000132854 of the Official Public Records of Travis County, Texas. Described as being 'limited to a strip of land 15 feet in width the center line thereof being the pipelines as installed' Not Plottable

LEMUEL KIMBRO SURVEY NO. 456
ABSTRACT NO. 456

VOELKER LANE (60' RIGHT-OF-WAY)

(14.00 Acres)
Terry Lantz
Volume 13397 Page 410
described by metes and bounds
Volume 5557 Page 1005

(2.281 acres)
State of Texas
Judgement Nunc Pro Tunc
Volume 11671 Page 223

Item 10.a.
overhead electric line
and guy anchor
easement granted to
Texas Power and Light Company
recorded in
Volume 551 Page 446
Travis County Deed Records
(no width given)

632.66'
S00°29'34"E 819.82'
(S0°37'09"W 819.93' per TXDOT)
(S03°43'W 939.90' per Volume 5557 Page 1000)

STA 378+01.57

GF No. 2151637-COM
To: Najib Wehbe
Title Resource Guaranty Company

STATE OF TEXAS *
COUNTY OF TRAVIS *

The undersigned does hereby certify that a survey was this
day made on the ground of the property legally described hereon
and is correct and there are no discrepancies, conflicts, shortages in area, boundary lines or encroachments, or apparent easements, except as shown thereon.

SCALE: 1"=40'

A.C CALDWELL SURVEY NO:52 ABSTRACT NO: 154
12.627 ACRES

Danny Davilla and Regina Davilla
Volume 4110 Page 793

approximate limits of
Zone A 100 Year Floodplain
as scaled from
FIRM 48453C0505H

approximate centerline survey line

(S58°56'E 545.51' per Volume 5557 Page 1100)
(S62°18'E 544.84')

group of mailboxes

edge of pavement

N10°15'07"E
C=382.25' A=383.70'
(N13°31'E)
(R=2599.93' A=383.35')
per Volume 5557 Page 1100

STA 19+21.8
Type 1 Monument
Broken

45'-0" WIDE DRIVEWAY NO:1
CONCRETE FINISH

45'-0" WIDE DRIVEWAY NO:1
CONCRETE FINISH

40'-0" WIDE DRIVE AISLE
CONCRETE FINISH

100'-0" WIDE DRIVE AISLE
CONCRETE FINISH

40'-0" WIDE DRIVE AISLE
CONCRETE FINISH

145'-0" WIDE DRIVE AISLE
CONCRETE FINISH

PARKING 10'-0"X20'-0"

5'-0" WIDE SIDEWALK

LOADING SPACE
45'-0"X14'-0"

LOADING DOCK

BUILDING 3
GENERAL RETAIL MERCHANDISE
14,020 sf, 170'-0"X85'-0"
FINISH FLOOR

17'-0" WIDE SIDEWALK

PARKING 10'-0"X20'-0"

PARKING 10'-0"X20'-0"

PARKING 9'-0"X19'-0"

30'-0" WIDE DRIVE AISLE
CONCRETE FINISH

42'-0" WIDE DRIVE AISLE
CONCRETE FINISH

RAISED CURB

Item 10.d
Aqua Water Supply Corporation
(15') Permanent Easement and Right-of-Way
Document No. 2000192858

S36°48'09"W 605.55'
(S36°45'18"W 605.18')

edge of pavement

(1.544 acres)
State of Texas
Amended Judgement
Volume 11664 Page 435

U.S. HIGHWAY 290
(240' RIGHT-OF-WAY)

425'-0"

(N8°44'E 721.87' per Volume 5557 Page 1100)
N35°33'26"E 722.11'

F.M. 1100 (80' RIGHT-OF-WAY)

STA 34+14.99
Type 1 Monument
Brass Disk
in concrete

N39°26'56"W
14.07'
(N37°29'33"W)
(14.03')

425'-0"

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MIRZA TAHIR BAIG, P.E., #82577 ON 11/08/2021
FIRM REGISTRATION F-4951

| Rev. | Description | Date | Drawn |
|---|---|---|---|
| 6 | | | |
| 5 | | | |
| 4 | | | |
| 3 | | | |
| 2 | | | |
| 1 | | | |
| 0 | ISSUED FOR APPROVAL | 11/08/21 | |

PROFESSIONAL STRUCIVIL ENGINEERS, INC.
CONSULTING CIVIL AND STRUCTURAL ENGINEERS
2205 WEST PARMER LANE, SUITE 210, AUSTIN, TX 78727 | TEL. 512.228.6422 | ppse@ppseinc.com

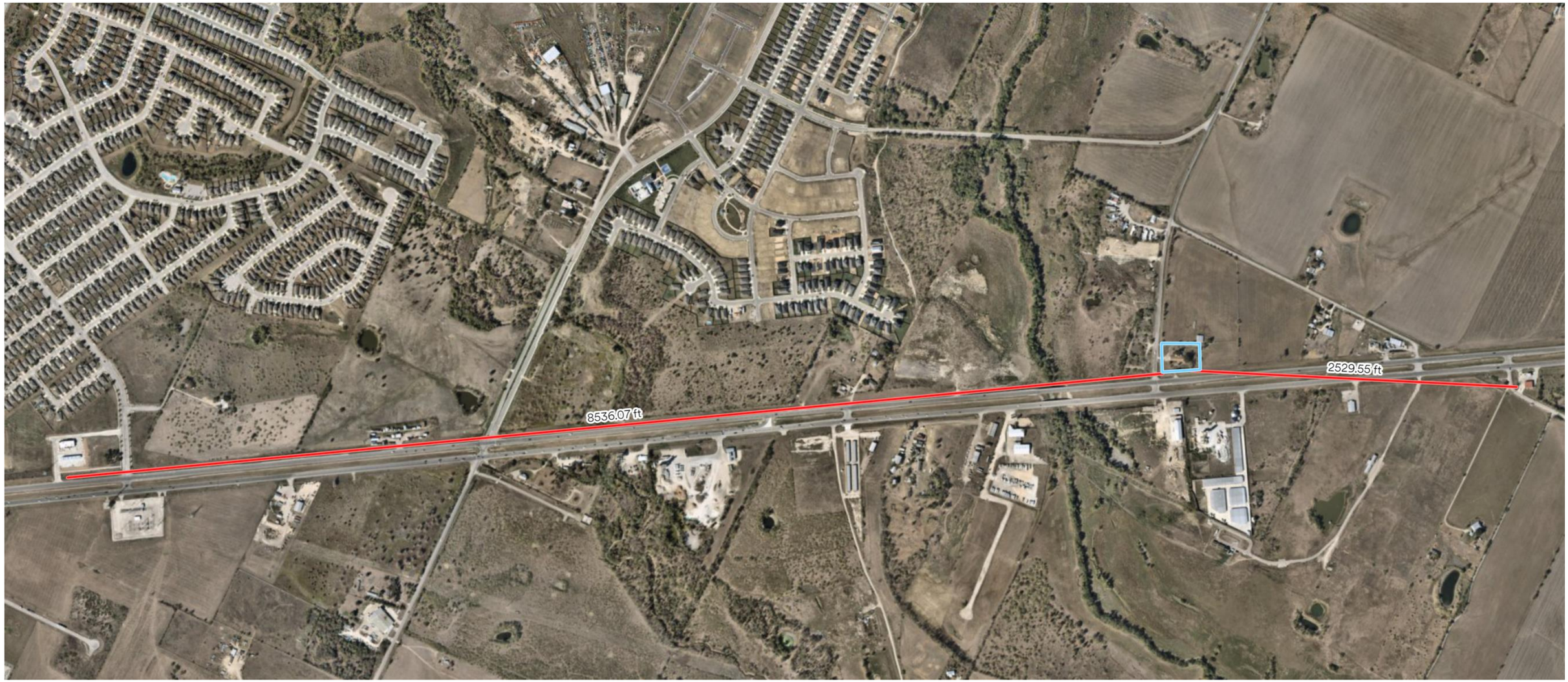
Project :
FM1100 RETAIL CENTER
13105 FM 1100
CITY OF MANOR, TEXAS 78653

Title :
CONCEPTUAL SITE PLAN

PROJECT
30728

SHEET
SK2

THIS DRAWING IS AN INSTRUMENT OF SERVICE IS AND SHALL REMAIN THE PROPERTY OF THE PSSE, INC AND SHALL NOT BE REUSED, REPRODUCED IN ANY MANNER, OR RELIED FOR CONSTRUCTION WITHOUT THE WRITTEN PERMISSION OF THE PSSE, INC. ALL RIGHTS RESERVED. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS AT THE SITE BEFORE PROCEEDING WITH ANY WORKS. DO NOT SCALE DRAWINGS. KEEP ALL DIMENSIONS SHALL BE CHECKED AND BE RESPONSIBLE FOR SAME. NO WARRANTY EXPRESSED OR IMPLIED, IS HEREBY GIVEN AS TO THE USE OF THIS PLAN, NOT EXCEED THE FEE PAID FOR SUCH PLANS.


2529.55 ft
8536.07 ft



3/27/24

## City of Manor Development Services

# Notification for a Specific Use Request

Project Name: 13105 FM 1100 Specific Use Permit - Gas Station
Case Number: 2021-P-1393-CU
Case Manager: Michael Burrell
Contact: mburrell@manortx.gov – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon a Specific Use Request for 13105 FM 1100, Manor, TX to allow for a Commercial gas station development that includes a 14,020sf general retail / Mexican market building, six MPDs, three diesel MPDs, and associated parking and drive aisles. The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing on a Specific Use Request for one (1) lot on 1.273 acres, more or less, and being located at 13105 FM 1100, Manor, TX to allow for a that includes a 14,020sf general retail / Mexican market building, six MPDs, three diesel MPDs, and associated parking and drive aisles.**

***Applicant: Professional StruCIVIL Engineers Inc***
***Owner: Najib Wehbe***

The Planning and Zoning Commission will meet at 6:30PM on April 10, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on April 17, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

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

Terry Lee Schultz
15201 Voelker LN
Manor, TX 78653-4521

Lee J. Marsalise
110 Raymond Dr.
Deridder, LA 70635-5806

JMA Land, LLC.
4203 Spinnaker CV
Austin, TX 78731-5130

Willella & Howard Lundgren
13405 FM 1100
Manor, TX 78653-4516

A-A-A Storage HWY 290 LLC.
4203 Spinnaker CV
Austin, TX 78731-5130

Laurie Pickerill & Daryl Swenson
1120 W. Lovers LN.
Arlington, TX 76013-3822

Centex Materials, LLC.
3019 Alvin Devane Blvd., STE. 100
Austin, TX 78741-7419

Duque States, LLC.
2311 W. Howard LN.
Austin, TX 78728-7618

Deborah & Edward M. Jr. Guerra
16501 FM 973 N
Manor, TX 78653-4158

Timmermann Properties, Inc.
P.O. Box 4784
Austin, TX 78765-4784

Anh Kim Pham & Dinh Chau
1201 Porterfield DR.
Austin, TX 78753-1617

Rosa & Ynacio Tabarez
1221 Meadgreen DR.
Austin, TX 78758-4712

Rosaura Fernandna Chavez & Orlando Valdez Aguilar
1121 W. Rundbert LN., Unit 13
Austin, TX 78758-6361

AGENDA ITEM NO. 16

# AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 17, 2024
**PREPARED BY:** Scott Dunlop, Director
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

First Reading: Consideration, discussion, and possible action on an ordinance rezoning one lot (1) lot on .23 acres, more or less, being Lot 6A, Block 1, Town of Manor, and being located at 707 Bastrop St, Manor, TX from Single-Family Suburban (SF-1) to Two-Family Residential (TF).
*Applicant: Savvy ATX Realty, LLC*
*Owner: Wenkai Chen*

**BACKGROUND/SUMMARY:**

The applicant had previously applied for Two-Family zoning on this property but was denied at the August 9, 2023 P&Z and the application was pulled before the City Council could consider it. It was denied due to concerns about fire access to the back unit. The applicant has worked with the fire department and all portions of the proposed structure are within 150' of the right-of-way, so it is accessible and meets the fire department's maximum hose lay length.

This lot was also replatted from 5 lots into 1 lot by the City Council on September 6, 2023 with variances for the width and depth-to-width ratio. The lot is 40'x250' or 10,000 square feet. The minimum acreage for a Two-Family lot is 8,750 square feet and a minimum width of 70'. The current zoning of SF-1 also has a minimum lot width of 70', but with the variance on the plat, the 40' width has been accepted.

The Comprehensive Plan's Future Land Use Map has this general area as Community Mixed-Use which generally seeks higher densities, but given the character of the neighborhood and unique lot size, a two-family dwelling unit would be appropriate and achieve some of the goals of the Plan including: LU2 – encourage a range of product types and lot sizes, ED14 – encourage diverse housing in terms of type and affordability to align with workforce needs, LU.A – encourage a balanced mix of residential, commercial, and employment uses at varying densities and intensities to reflect gradual transition from urban to suburban to rural development, LU.B – promote more compact, higher density, well-connected development within appropriate infill locations, LU 1 – encourage innovative forms of compact, pedestrian-friendly development and wider array of affordable housing choices through smart regulatory provisions and incentives, DU 11 – increase development of housing units close to multi-modal infrastructure and mixed-use developments, including in Downtown.

Planning and Zoning Commission voted 5-1 to deny. The denial was because the lot is too narrow and the proposed development is not appropriate on this lot.

**LEGAL REVIEW:** Not Applicable
**FISCAL IMPACT:** No

**PRESENTATION:** No
**ATTACHMENTS:** Yes

- Ordinance
- Letter of Intent
- Zoning Map
- Aerial Map
- Site Plan and Survey
- Community Mixed-Use Dashboard
- Public Notice
- Mailing Labels

**STAFF RECOMMENDATION:**

It is the City Staff's recommendation that the City Council approve the first reading of an ordinance rezoning one lot (1) lot on .23 acres, more or less, being Lot 6A, Block 1, Town of Manor, and being located at 707 Bastrop St, Manor, TX from Single-Family Suburban (SF-1) to Two-Family Residential (TF).

| PLANNING & ZONING COMMISSION: | Recommend Approval | Disapproval | None |
|---|---|---|---|
| | | X | |

**ORDINANCE NO. _____**

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

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

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

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

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

**Section 1. Findings.** The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

**Section 2. Amendment of Ordinance.** City of Manor Code of Ordinances Chapter 14 Zoning Ordinance ("Zoning Ordinance" or "Code"), is hereby modified and amended by rezoning the Property as set forth in Section 3.

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

**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 April 2024.

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

**THE CITY OF MANOR, TEXAS**

_____
Dr. Christopher Harvey,
Mayor

**ATTEST:**

_____
Lluvia T. Almaraz, TRMC
City Secretary

# EXHIBIT "A"

Property Address:
707 North Bastrop Street, Manor, TX 78653

Property Legal Description:

Lot 6A, Block 1, Town of Manor

# Letter of Intent

March 2, 2024

City of Manor
Development Services Department
Attn: Mr. Scott Dunlop, Director
105 E. Eggleston Street
Manor, Texas 78653

Re: 707 BASTROP ST TX 78653

**Dear Mr. Dunlop**,

We are writing to you to request the rezone of the subject property to TF again.

This request was declined in May 2023 due to a concern about "a fire truck access through the alley". Since then, we reached out to the **Fire Dept TCESD 12** (Travis County ESD No. 12). We were told "as long as the building is within fire hose 150 ft reach and less than 4-plex, then there should be no concern.". As a result, we re-designed the building to ensure the furthest spot of the building to the street is less than 150 ft.

Here is the official link to the rule: https://fi360-static.s3.amazonaws.com/WP309/New%20Construction%20Guideline%20-%20Revised%20with%20IFC%202015.pdf.

**HOSE PULL (DISTANCE FROM ENGINE TO BUILDING)**

The dimension of 150 feet when used in relation to fire department access is commonly referred to as "hose pull distance." Hose pull represents the amount of fire hose that firefighters must pull from the engine to reach the structure. This is the maximum distance that firefighters can effectively pull a fire hose or carry other equipment to combat a fire.

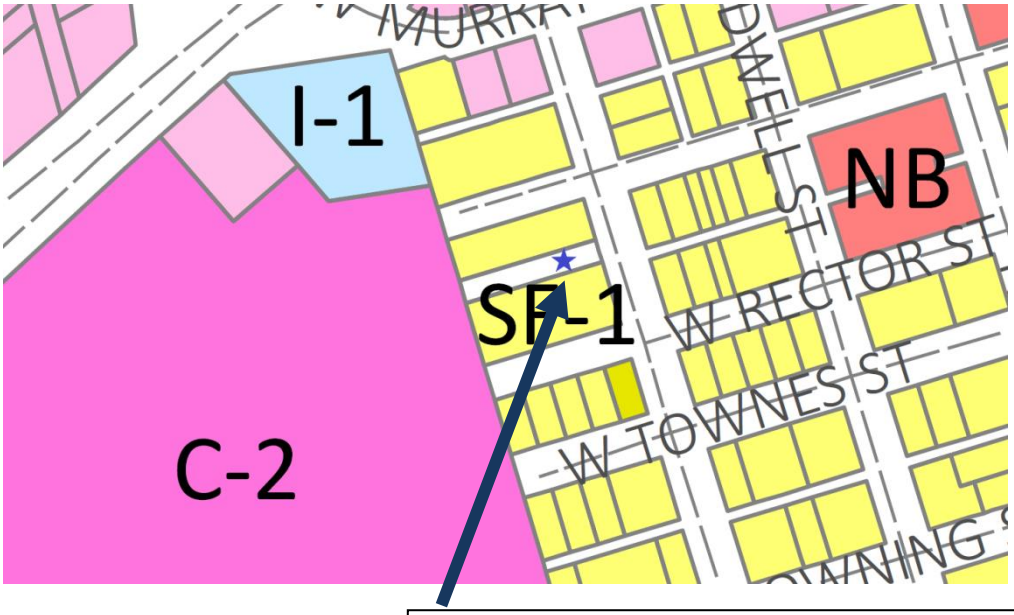
Hose pull may not exceed 150 feet from the apparatus to the most remote point of the perimeter of the structure. The hose pull distance is set at 150 feet due to a variety of factors, including standard hose lengths, weight of equipment, hydraulic properties, and accepted operational procedures. Hose pull is measured along the firefighter path of travel, avoiding obstacles, not "as the crow flies."

---

The subject property 707 Bastrop ST TX 78653, Legal description as: **S40FT OF LOT 6-10 BLK 1 LANE A E ADDN.** The current configuration is 40 ft wide and 250 ft long, with a total of ~10,000 sqft.

We are requesting to:

1. Rezone it as TF (Two-Family) –we are proposing the property to **TF (Two Family)** in support the growth of Manor TX.




Subject Property: **707 BASTROP ST TX 78653**

Please see the appendixes which have conceptual designs of the proposed TF (duplex).

Please help to grant these requests and let me know if you have any questions.

Respectfully,

Katherine Chen
Savvy ATX Realt

# Appendix A: High-level Site Plan

# Waterloo Surveyors
# SURVEY PLAT
## Topographic & Tree

A1079

**OWNER:**
WENKAI CHEN
**ADDRESS:**
707 NORTH BASTROP ST
MANOR TX 78653

**LEGAL DESCRIPTION:**
THE SOUTH 40 FEET OF LOTS 6–10, BLOCK 1, A.E. LANE'S ADDITION TO THE TOWN OF MANOR, TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 223, PLAT RECORDS, TRAVIS COUNTY, TEXAS.

**NOTE:**
This survey was made without the benefit of a title commitment and additional easements and/or restrictions may apply

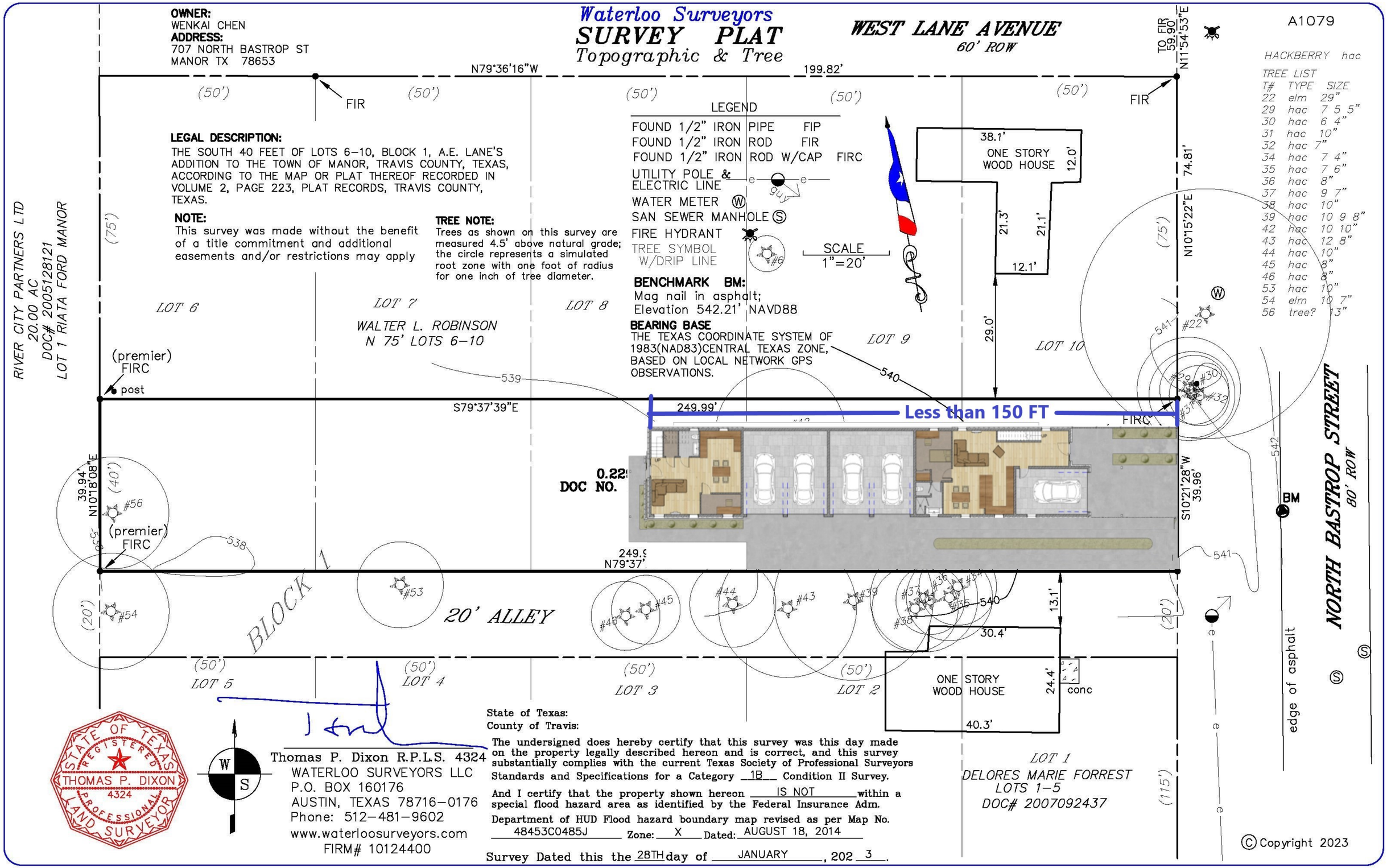
**TREE NOTE:**
Trees as shown on this survey are measured 4.5' above natural grade; the circle represents a simulated root zone with one foot of radius for one inch of tree diameter.

**BENCHMARK BM:**
Mag nail in asphalt;
Elevation 542.21' NAVD88

**BEARING BASE**
THE TEXAS COORDINATE SYSTEM OF 1983(NAD83)CENTRAL TEXAS ZONE, BASED ON LOCAL NETWORK GPS OBSERVATIONS.

LEGEND
FOUND 1/2" IRON PIPE FIP
FOUND 1/2" IRON ROD FIR
FOUND 1/2" IRON ROD W/CAP FIRC
UTILITY POLE & ELECTRIC LINE
WATER METER
SAN SEWER MANHOLE
FIRE HYDRANT
TREE SYMBOL W/DRIP LINE

SCALE 1"=20'




STATE OF TEXAS
REGISTERED
THOMAS P. DIXON
4324
PROFESSIONAL
LAND SURVEYOR


Thomas P. Dixon R.P.L.S. 4324
WATERLOO SURVEYORS LLC
P.O. BOX 160176
AUSTIN, TEXAS 78716–0176
Phone: 512–481–9602
www.waterloosurveyors.com
FIRM# 10124400


State of Texas:
County of Travis:

The undersigned does hereby certify that this survey was this day made on the property legally described hereon and is correct, and this survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B Condition II Survey.

And I certify that the property shown hereon IS NOT within a special flood hazard area as identified by the Federal Insurance Adm. Department of HUD Flood hazard boundary map revised as per Map No. 48453C0485J Zone: X Dated: AUGUST 18, 2014

Survey Dated this the 28TH day of JANUARY, 202 3.

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# Appendix B: Revised Architectural Design

Front rendering:



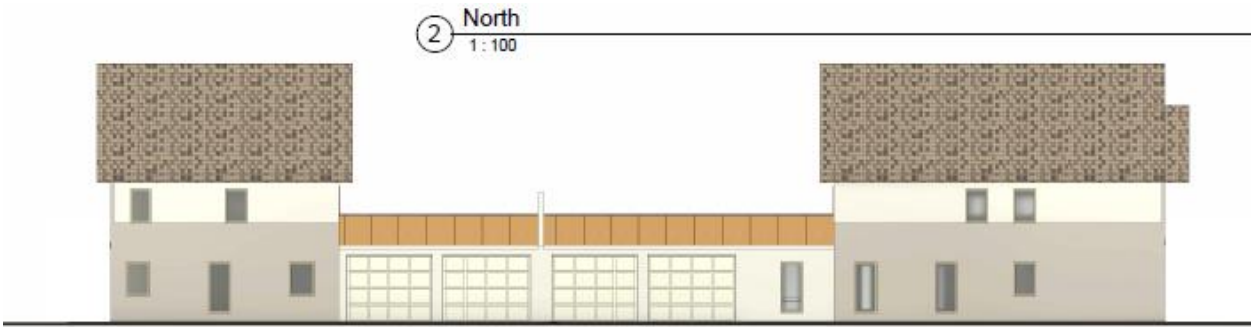
Side rendering:



Elevation:




Side:




Unit B: 2 bedrooms/2 bathrooms
Total sqft: 976

Unit A: 3 bedrooms/3 bathrooms
Total sqft: 1728

Room legend unit 2

- Bathroom1
- Bathroom2
- Bedroom
- Corridor
- Kitchen
- Living room
- Main bath
- Main bedroom
- Storage/closet
- Walk in closet
- Work space/office

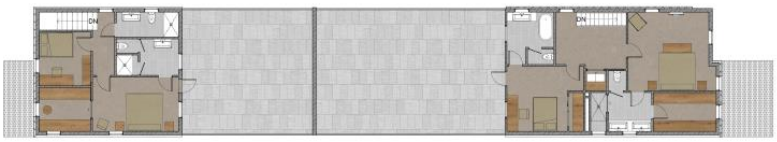
Total 1st floor/2nd unit = 506 ft2
Total 2nd floor/2nd unit = 470 ft2
Total 2nd unit = 976 ft2

Room legend unit 1

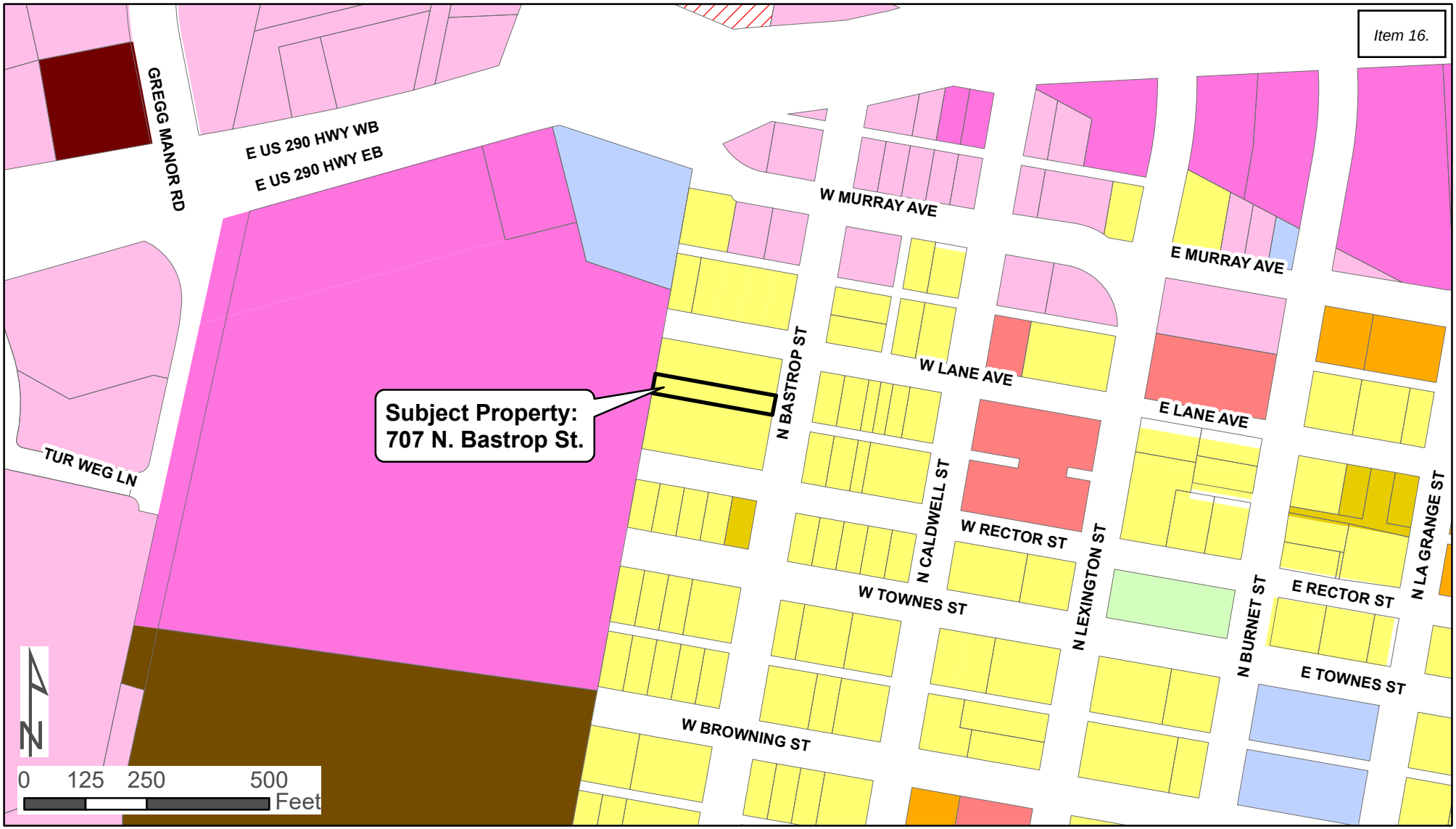
- Bathroom 1
- Bedroom1
- Garage
- Great room
- Bathroom 2
- Bedroom 2
- Closet
- Hall
- Main bathroom
- Main bedroom

Total 1st floor/1st unit = 975.5 ft2
Total 2nd floor/ 2nd unit = 753.2 ft2
Total 1st unit = 1728.7 ft2

Total both units = 2704 ft2





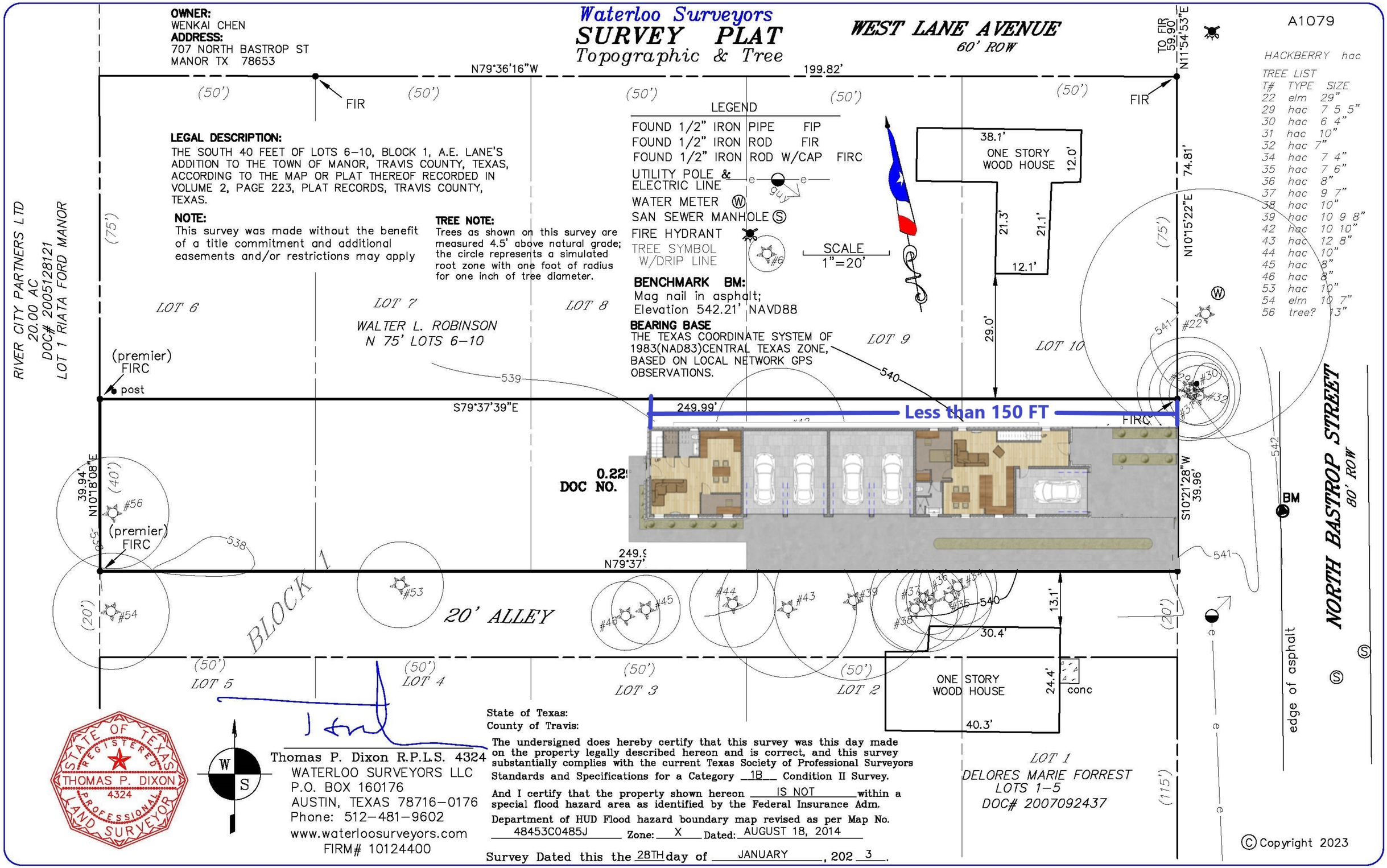



Current:
Single Family Suburban (SF-1)

**Proposed:**
**Two-Family (TF)**

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


W Lane Ave
N Bastrop St
W Lane Ave
N Bastrop St
N Bastrop St
804
802
304
707
703
701
309
305
303
301


Waterloo Surveyors
SURVEY PLAT
Topographic & Tree
OWNER:
WENKAI CHEN
ADDRESS:
707 NORTH BASTROP ST
MANOR TX 78653
WEST LANE AVENUE
60' ROW
A1079
N79°36'16"W
199.82'
TO FIR 59.90'
N11°54'53"E
FIR
(50')
LEGAL DESCRIPTION:
THE SOUTH 40 FEET OF LOTS 6-10, BLOCK 1, A.E. LANE'S ADDITION TO THE TOWN OF MANOR, TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 223, PLAT RECORDS, TRAVIS COUNTY, TEXAS.
NOTE:
This survey was made without the benefit of a title commitment and additional easements and/or restrictions may apply
TREE NOTE:
Trees as shown on this survey are measured 4.5' above natural grade; the circle represents a simulated root zone with one foot of radius for one inch of tree diameter.
LEGEND
FOUND 1/2" IRON PIPE FIP
FOUND 1/2" IRON ROD FIR
FOUND 1/2" IRON ROD W/CAP FIRC
UTILITY POLE & ELECTRIC LINE
WATER METER
SAN SEWER MANHOLE
FIRE HYDRANT
TREE SYMBOL W/DRIP LINE
SCALE 1"=20'
BENCHMARK BM:
Mag nail in asphalt;
Elevation 542.21' NAVD88
BEARING BASE
THE TEXAS COORDINATE SYSTEM OF 1983(NAD83)CENTRAL TEXAS ZONE, BASED ON LOCAL NETWORK GPS OBSERVATIONS.
38.1'
ONE STORY WOOD HOUSE
12.0'
21.3'
21.1'
12.1'
29.0'
74.81'
N10°15'22"E
(75')
RIVER CITY PARTNERS LTD
20.00 AC
DOC# 2005128121
LOT 1 RIATA FORD MANOR
LOT 6
LOT 7
LOT 8
LOT 9
LOT 10
WALTER L. ROBINSON
N 75' LOTS 6-10
(premier) FIRC
post
539
540
S79°37'39"E
249.99'
Less than 150 FT
FIRC
0.22
DOC NO.
39.94'
N10°18'08"E
(40')
#56
(premier) FIRC
538
249.9
N79°37'
S10°21'28"W
39.96'
542
BM
NORTH BASTROP STREET
80' ROW
541
BLOCK 1
20' ALLEY
(20')
#54
#53
#46
#45
#44
#43
#39
#37
#36
#34
#35
#38
540
13.1'
30.4'
ONE STORY WOOD HOUSE
24.4'
conc
40.3'
(50')
LOT 5
LOT 4
LOT 3
LOT 2
LOT 1
DELORES MARIE FORREST
LOTS 1-5
DOC# 2007092437
(115')
edge of asphalt
HACKBERRY hac
TREE LIST
T# TYPE SIZE
22 elm 29"
29 hac 7 5 5"
30 hac 6 4"
31 hac 10"
32 hac 7"
34 hac 7 4"
35 hac 7 6"
36 hac 8"
37 hac 9 7"
38 hac 10"
39 hac 10 9 8"
42 hac 10 10"
43 hac 12 8"
44 hac 10"
45 hac 8"
46 hac 8"
53 hac 10"
54 elm 10 7"
56 tree? 13"
STATE OF TEXAS
REGISTERED
THOMAS P. DIXON
4324
PROFESSIONAL
LAND SURVEYOR
W
S
Thomas P. Dixon R.P.L.S. 4324
WATERLOO SURVEYORS LLC
P.O. BOX 160176
AUSTIN, TEXAS 78716-0176
Phone: 512-481-9602
www.waterloosurveyors.com
FIRM# 10124400
State of Texas:
County of Travis:
The undersigned does hereby certify that this survey was this day made on the property legally described hereon and is correct, and this survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B Condition II Survey.
And I certify that the property shown hereon IS NOT within a special flood hazard area as identified by the Federal Insurance Adm. Department of HUD Flood hazard boundary map revised as per Map No. 48453C0485J Zone: X Dated: AUGUST 18, 2014
Survey Dated this the 28TH day of JANUARY, 202 3.
© Copyright 2023

# TF
# Two-Family

The two-family district allows for duplexes or other similar two-unit housing types and should serve as a low to medium density neighborhood providing a transition to more intense land uses.

## Permitted and Conditional Uses

### Residential

| | |
|---|---|
| Condominium | Single-Family attached (2 units) |

### Non-Residential

| | |
|---|---|
| Agricultural (c) | Religious assembly |
| Amenity center (c) | School, private or parochial (s) |
| Child care center (small) (c/s) | School, public |
| Community Garden (c) | Utility services, minor |
| Government facilities | Wireless transmission facilities (WTF), |
| Home occupation (c) | Stealth (c/s) |
| Park/playground | |

# TF
# Two-Family

## Site Development Standards

| Lot | | Massing | |
|---|---|---|---|
| Minimum Lot Area | 8,750 sq ft | Maximum Height | 35 ft |
| Minimum Lot Width | 70 ft[1] | Minimum Setbacks: | |
| Maximum principle structure lot coverage | 50% | Front Setback | 25 ft |
| | | Streetside Setback | 15 ft |
| Maximum principle and accessory structure lot coverage | 60% | Exterior Side Setback | 7.5 ft[3] |
| | | Rear Setback | 20 ft[4] |
| Dwelling Unit Size | 1,500 sq ft[2] | Landscape Requirement | 30%[5] |

[1] Corner lots add 10 ft.
Cul-de-sac lot widths shall be measured at the building setback line and be equal to the minimum required lot width.

[2] For every ten percent of total exterior facade area that is masonry, 100 square feet of unit size may be reduced up to 500 square feet by entering into a development agreement authorized to be executed by the city manager. Total exterior facade area does not include the area of windows and doors. Masonry is considered stone, brick, or cement stucco, and excludes cementitious planking. Properties located within the historic district as defined in section 14.02.031 may have minimum dwelling unit sizes 500 square feet less than indicated above. Two-family (TF) district properties shall have a minimum of 70 percent front facade masonry and 60 percent overall facade masonry within the historic district.

[3] setback to non-residential requires 10 ft

[4] setback to non-residential requires 25 ft

[5] Two (2) trees for properties 6,000 sf or less, Three (3) trees for properties 6,001 to 8,750 sf, Four (4) trees for properties above 8,750. All trees minimum 3" caliper. All properties four (4) 3-gallon shrubs per 10' foundation facing a street.

## COMMUNITY MIXED-USE

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

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

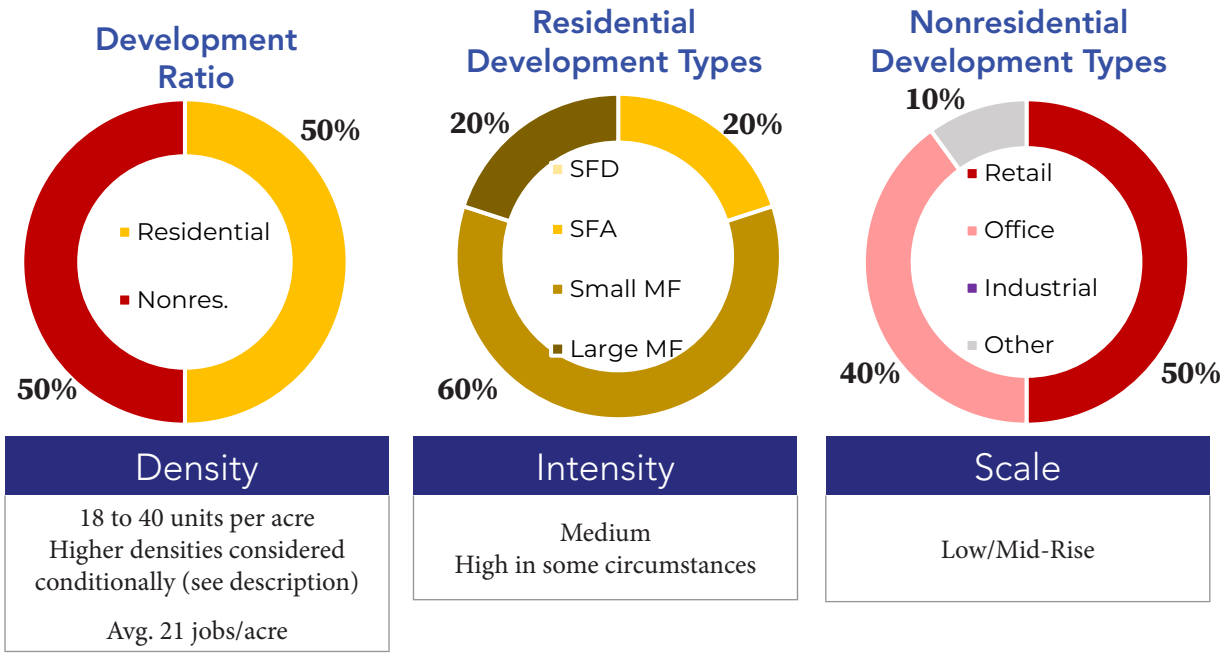
Community Mixed-Use areas allow residential units in close proximity to goods, services and civic activities, reducing residents' dependence on the car.

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

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

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

Figure 3.9. Community Mixed-Use Land Use Mix Dashboard




| Density | Intensity | Scale |
|---|---|---|
| 18 to 40 units per acre<br>Higher densities considered conditionally (see description)<br>Avg. 21 jobs/acre | Medium<br>High in some circumstances | Low/Mid-Rise |





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

3/27/24

## City of Manor Development Services

# Notification for a Rezoning Application

Project Name: 707 Bastrop St Rezoning SF-1 to TF
Case Number: 2024-P-1630-ZO
Case Manager: Michael Burrell
Contact: mburrell@manortx.gov – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon a Rezoning Application for 707 Bastrop St, Manor, TX from Single Family Suburban (SF-1) to Two-Family (TF). The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing on Rezoning Application for five (5) lots on .23 acres, more or less, out of the South 40 ft of Lots 6-10, Block 1, AE Lanes Addition, and being located at 707 Bastrop St, Manor, TX from Single-Family Suburban (SF-1) to Two-Family Residential (TF).**

***Applicant: SAVVY ATX REALTY LIMITED LIABILITY COMPANY***
***Owner: Wenkai Chen***

The Planning and Zoning Commission will meet at 6:30PM on April 10, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on April 17, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

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

MARTINEZ ORALIA
1301 CHICON ST 303
AUSTIN TX 78702-2154

CERON AMPARO PATRICIA C & MIGUEL ANEL CASTILLO MENDIETA
305 W TOWNES ST
MANOR TX 78653-2107

PAZ NAUL MAURICIO & ZOILA MORE
1116 CANYON MAPLE RD
PFLUGERVILLE TX 78660-5808

JASMIN SHAKESPEARE & LINDA
PO BOX 455
MANOR TX 78653-0455

ECKART STEPHEN
PO BOX 170309
AUSTIN TX 78717-0019

JACKSON BONNIE & VSYNTHIA & LENA MCCOY
PO BOX 985
MANOR TX 78653-0985

GUERRERO JOSE & MAXIMINA CLEMENS
307 W TOWNES ST
MANOR TX 78653-2107

ROMERO RONALDO & ANTONIA
5808 HERON DR
BUDA TX US 78610

FORREST DELORES M
3262 KESTRAL WAY
SACRAMENTO CA 95833-9616

LOZANO BENJAMIN KEEF
8005 Briarwood Ln
Austin TX 78757-8111

SEPECO
PO BOX 170309
AUSTIN TX 78717-0019

BARRS PHYLLIS Y & SANDRA V & S MCCARTHER LIFE ESTATE
13604 HARRIS RIDGE BLVD UNIT A
PFLUGERVILLE TX 78660-8892

TREJO GERARDO & JENNIFER I BARAHONA DE TREJO
801 CALDWELL ST
MANOR TX 78653-3318

RIVER CITY PARTNERS LTD
501 E KOENIG LN
AUSTIN TX 78751-1426

SHAW HUGHIE L & RUBY L
8808 CINCH LN # 1060
AUSTIN TX 78724-5011

GARCIA EDWARD
PO BOX 452
MANOR TX 78653-0452

ROBINSON WALTER L & CURTIS ROBINSON
3608 EAGLES NEST ST
ROUND ROCK TX 78665-1131

LUNA BENITA GONZALEZ
802 N BASTROP ST
MANOR TX 78653-5430

JOHNSON ONNIE MAE LIFE ESTATE
PO BOX 228
MANOR TX 78653-0228

MANOR INDEPENDENT SCHOOL DISTR DISTRICT
PO BOX 359
MANOR TX 78653-0359

TURMAN THOMAS M
21609 UNION LEE CHURCH RD
MANOR TX 78653-5329

AGENDA ITEM NO. 17

# AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 17, 2024
**PREPARED BY:** Scott Dunlop, Director
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Second and Final Reading: Consideration, discussion, and possible action on a Specific Use Permit for Medical Offices in Manor Crossing allowing 15,000 sq. ft. of medical office and/or medical clinic tenant space, one (1) lot on 18.1 acres, more or less, and being located at the intersection of Shadowglen Blvd and US Hwy 290, Manor, Texas.

*Applicant: Retail Connections*
*Owner: Retail Connections*

**BACKGROUND/SUMMARY:**

This SUP request is on the property for the multi-tenant portion of the larger Manor Crossing development that is planned to have an HEB, Home Depot, and 11 pad sites. The multi-tenant property will have approximately 150,000 sf of commercial space. This SUP is requesting up to 15,000 sf of that be used for medical offices or medical clinics. Those uses would include dentists, eye doctors, and clinics.

P&Z voted 6-1 to approve but reduced the maximum allowable area to 10,000 sf. The Commission wanted to maximize the amount of retail and restaurant space in the shopping center.

The City Council postponed action on this item at the March 20th meeting so the applicant can provide more information about the intended uses and their impacts on the 380-tax incentive agreement.

The applicant provided they're in negotiations with Pacific Dental for 3,200 sf and had inquiries from chiropractors, optometrists, physical therapy, massage therapy (Hand & Stone) private practitioners and H-E-B has a tenant they call H-E-B Wellness.

The first reading was approved on April 3, 2024, at a regular council meeting with a maximum allowable square footage of 7,500 square feet.

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

- Letter of Intent
- Building layout
- Proposed tenants
- Notice
- Mailing labels

**STAFF RECOMMENDATION:**

The City Staff recommends that the City Council approve the second and final reading of a Specific Use Permit for Medical Offices in Manor Crossing allowing 7500 sq. ft. of medical office and/or medical clinic tenant space, one (1) lot on 18.1 acres, more or less, and being located at the intersection of Shadowglen Blvd and US Hwy 290, Manor, Tx.

| | | | |
|---|---|---|---|
| **PLANNING & ZONING COMMISSION:** | **Recommend Approval**<br>**X- Reduced to 10,000 sf** | **Disapproval** | **None** |

THE retail CONNECTION™
CONNECTED DEVELOPMENT SERVICES

March 8, 2024

City of Manor – Planning & Zoning
105 E Eggleston St,
Manor, TX 78653
ATTN: Scott Dunlop, Michael Burrell Via email: sdunlop@manortx.gov , mburrell@manortx.gov

**RE: Letter of Intent regarding applicant's intent to obtain an SUP in relation to "Medical Office(s)" & "Medical Clinic(s)" at Manor Crossing Shopping Center in Manor, Texas.**

To whom it may concern,

This Letter of Intent ("LOI") shall formally represent applicant's intent to obtain a Special Use Permit ("SUP") for the right to operate one or multiple Medical Office(s) and/or Medical Clinic(s) (as defined in Sec. 14.01.008 in the city's ordinance and shown below) up to 15,000 square feet in the zone as shown on Exhibit A labeled as "Shopping Center".

Any and all Medical Office(s) and/or Medical Clinic(s) or replacements thereof, will be of the type and quality typically found in Class A shopping centers in Texas.

Medical Office Definition:
*"Office, medical means the use of the site for the consultation, diagnosis, therapeutic, preventative, or corrective personal treatment by doctors, dentists, or similar practitioners of medical and healing arts for humans, medical or dental laboratories. These facilities can be differentiated from a medical clinic in that such facilities primarily operate on an appointment basis, are generally not open to the general walk-in public, and offer specialized services or attention."*

Medical Clinic Definition:
*"Medical clinic means the use of the site for the provision of medical, psychiatric, or surgical services on an outpatient basis. These facilities can be differentiated from a medical office in that such facilities would be primarily open to and operated for the general, walk-in public, and would not normally require an appointment. This use includes ambulatory surgical centers (ASC); end-stage renal disease facility (dialysis); outpatient services; and freestanding emergency medical care facility."*

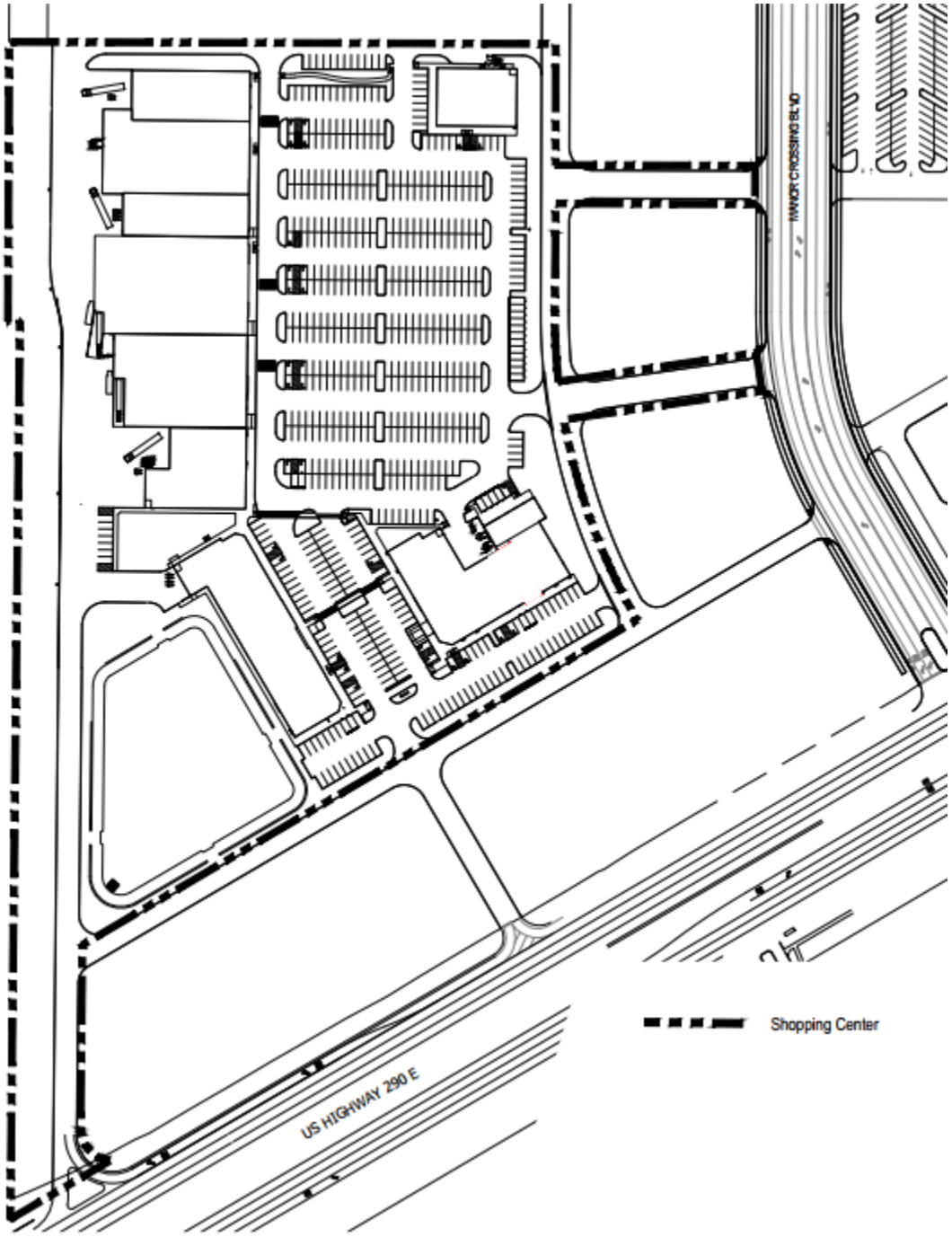
Let us know if there's further questions.

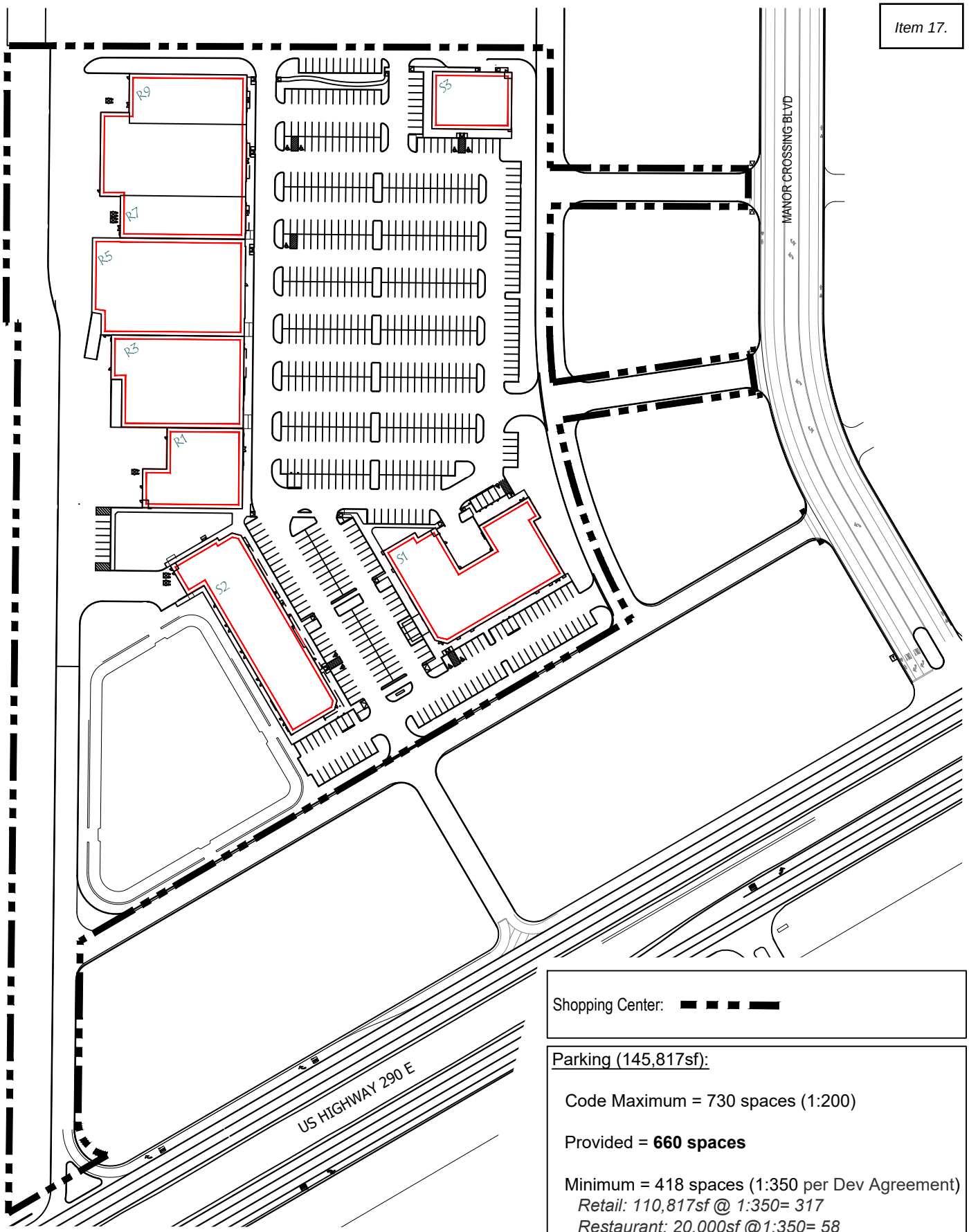
Sincerely,

**CONNECTED ACQUISITION SERVICES, LLC,**

By:
Name: Matt Wilson

Exhibit A






Shopping Center:

Parking (145,817sf):

Code Maximum = 730 spaces (1:200)

Provided = **660 spaces**

Minimum = 418 spaces (1:350 per Dev Agreement)

*Retail: 110,817sf @ 1:350= 317*

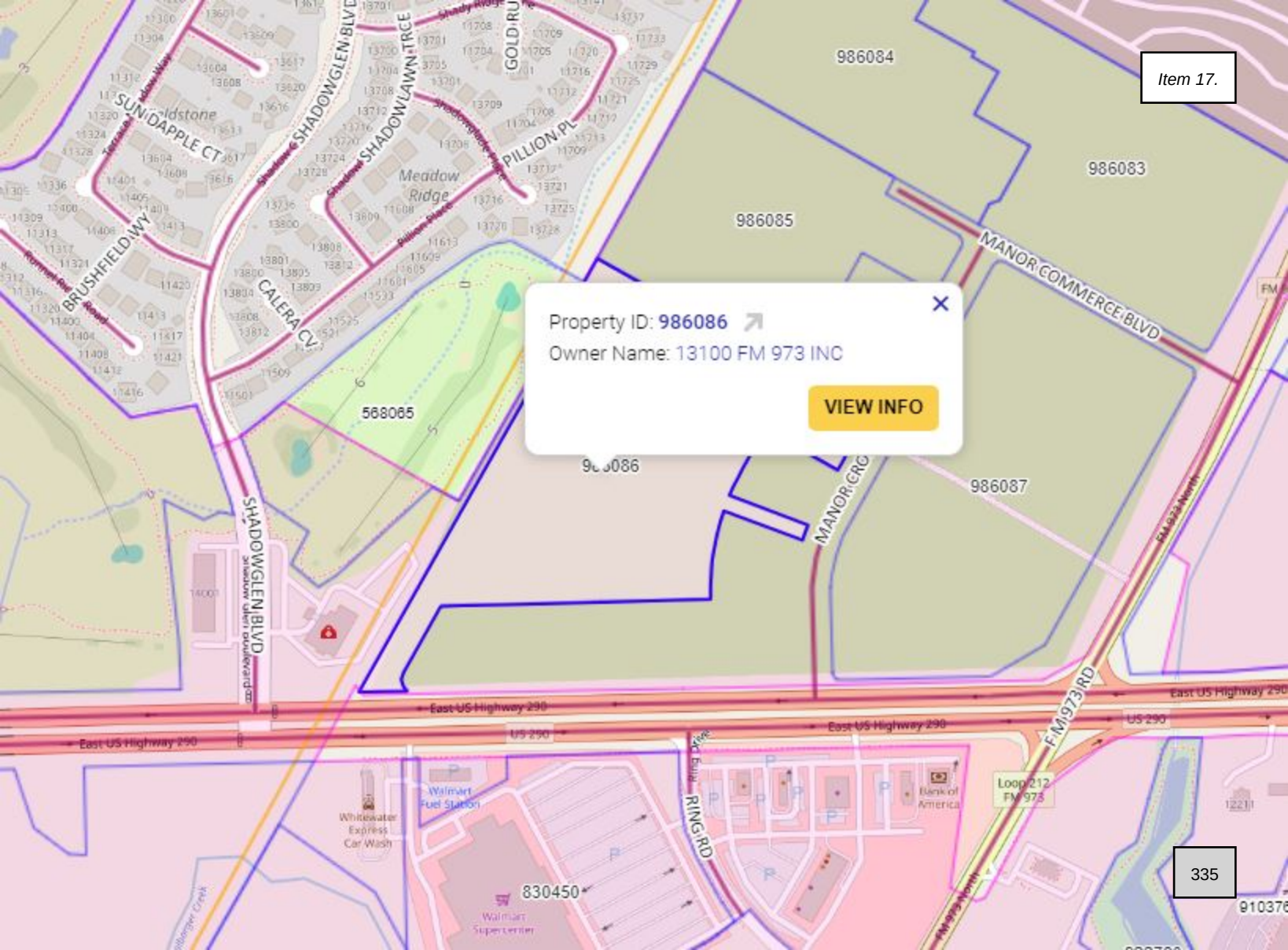
*Restaurant: 20,000sf @1:350= 58*

*Medical Office: 15,000sf @ 1:350 = 43*

This site plan is presented solely for the purpose of identifying the approximate location and size of the buildings presently contemplated by the Owner. Building sizes, site dimensions, access and parking areas, existing tenant locations and identities are subject to change at the Owner's discretion, except as otherwise expressly restricted herein.

# Manor Crossing

Manor, TX February 15, 2024


Property ID: 986086
Owner Name: 13100 FM 973 INC
VIEW INFO
986084
986083
986085
986087
568065
830450
SUNDAPPLE CT
SHADOWGLEN BLVD
SHADOWLAWN TRCE
GOLD RU
PILLION PL
Meadow Ridge
BRUSHFIELD WY
CALERA CV
MANOR COMMERCE BLVD
MANOR CRO
RING RD
F M 973 RD
East US Highway 290
US 290
Loop 212 FM 973
Walmart Fuel Station
Whitewater Express Car Wash
Walmart Supercenter
Bank of America

2/28/2024

## City of Manor Development Services

# Notification for a Specific Use Permit Application

Project Name: Medical Office SUP - Manor Crossing
Case Number: 2024-P-1618-CU
Case Manager: Michael Burrell
Contact: mburrell@manortx.gov – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon a Specific Use Permit for Medical Offices in Manor Crossing allowing 15,000 sq. ft. of medical office and/or medical clinic tenant space and being located at the intersection of Shadowglen Blvd and US Hwy 290, Manor, Tx. The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing on a Specific Use Permit for Medical Offices in Manor Crossing allowing 15,000 sq. ft. of medical office and/or medical clinic tenant space, one (1) lot on 18.1 acres, more or less, and being located at the intersection of Shadowglen Blvd and US Hwy 290, Manor, Tx**

***Applicant: Retail Connections***
***Owner: Retail Connections***

The Planning and Zoning Commission will meet at 6:30PM on March 13, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

Th City of Manor City Council will meet at 7:00PM on March 20, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

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

| Manor Crossing - SUP Notices Addresses (300') | |
|---|---|
| **Parcel ID** | **Address** |
| 710219 | 14008 Shadowglen Blvd, 78653 |
| 568065 | 12801 Lexington St, 78653 |
| 697020 | 13720 Shadowglade Pl., 78653 |
| 697021 | 13724 Shadowglade Pl., 78653 |
| 697022 | 13728 Shadowglade Pl., 78653 |
| 697023 | 13725 Shadowglade Pl., 78653 |
| 697024 | 13721 Shadowglade Pl., 78653 |
| 697025 | 13717 Shadowglade Pl., 78653 |
| 697054 | 11708 Pillion Pl., 78653 |
| 697055 | 11705 Gold Run CV., 78653 |
| 697056 | 11716 Pillion Pl., 78653 |
| 697057 | 11720 Pillion Pl., 78653 |
| 697026 | 11709 Pillion Pl., 78653 |
| 697027 | 11713 Pillion Pl., 78653 |
| 697028 | 11717 Pillion Pl., 78653 |
| 697029 | 11721 Pillion Pl., 78653 |
| 697030 | 11725 Pillion Pl., 78653 |
| 697031 | 11729 Pillion Pl., 78653 |
| 697032 | 11733 Pillion Pl., 78653 |
| 697033 | 11737 Pillion Pl., 78653 |
| 697034 | 13745 Shady Ridge Ln., 78653 |
| 700577 | 13816 Field Spar Dr., 78653 |
| 700578 | 13820 Field Spar Dr., 78653 |
| 700579 | 13824 Field Spar Dr., 78653 |
| 700580 | 13828 Field Spar Dr., 78653 |
| 700581 | 13832 Field Spar Dr., 78653 |
| 700582 | 11501 Sun Glass Dr., 78653 |
| 700616 | 11505 Sun Glass Dr., 78653 |
| 700648 | 11509 Sun Glass Dr., 78653 |
| 700621 | 11513 Sun Glass Dr., 78653 |
| 700590 | 13821 Field Spar Dr., 78653 |
| 700591 | 13817 Field Spar Dr., 78653 |
| 700670 | 13820 Tercel Trce., 78653 |
| 700671 | 13824 Tercel Trce., 78653 |
| 236853 | 13407 N. FM Rd 973, 78653 |
| 236854 | E. U.S. HY 290,78653 |

AGENDA ITEM NO. 18

# AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 17, 2024
**PREPARED BY:** Scott Moore, City Manager
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on an Ordinance providing for the issuance of the City of Manor, Texas General Obligation Bonds in one or more series; levying a tax in payment thereof; approving an official statement; approving the execution of a purchase contract; and enacting other provisions relating thereto.

**BACKGROUND/SUMMARY:**

This item is for the issuance and sale of the Proposition A Bonds for economic development approved by the voters in the election of November 7, 2023.

The City, acting through its financial advisor, has engaged two underwriting firms (FHN and RBC) for the sale of the bonds. The underwriters will price the bonds on the morning of April 17. The City's financial advisor will present the results of the pricing and make a recommendation to the Council as to the sale of the bonds at the Council meeting that evening. The total amount of the bonds, interest rates, and repayment schedule will be included as part of the financial advisor's recommendation.

It is anticipated that the sale will result in proceeds that can be used for economic development in an amount not to exceed $15,000,000. City funds were utilized to purchase 236 acre parcel for future community and economic development initiatives. The bonds can be used for the following purposes: (i) planning, designing, constructing, improving, extending and expanding public streets, utility, and other infrastructure facilities, including the acquisition of land therefore; (ii) the City's programs for economic development, including the acquisition of improved and unimproved properties and the demolition of existing structures; and (iii) making grants and loans of bond proceeds for private commercial, industrial, retail, and healthcare projects and facilities, workforce development programs, residential and mixed-use development, neighborhood revitalization projects, and mixed-income development. The City Council will review all development request and give staff direction to utilize the proceeds that align with approved economic development initiatives and strategies.

**LEGAL REVIEW:** Yes, Gregory Miller, Bond Counsel
**FISCAL IMPACT:** This ordinance authorizes the issuance of general obligation bonds in an amount not to exceed $15,000,000.
**PRESENTATION:** Yes, Chris Lane, SAMCO; Gregory Miller, Bickerstaff, Heath, Delgado, Acosta LLP
**ATTACHMENTS:** Yes

- Ordinance No. 738

**STAFF RECOMMENDATION:**

Staff recommends City Council approve Ordinance No. 738 providing for the issuance of the City of Manor, Texas General Obligation Bonds in one or more series; levying a tax in payment thereof; approving an official statement; approving the execution of a purchase contract; and enacting other provisions relating thereto.

**CITY COUNCIL:** **Recommend Approval** **Disapproval** **None**

**ORDINANCE NO. 738**

**AN ORDINANCE PROVIDING FOR THE ISSUANCE OF CITY OF MANOR, TEXAS, GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES; LEVYING A TAX IN PAYMENT THEREOF; APPROVING AN OFFICIAL STATEMENT; APPROVING THE EXECUTION OF A PURCHASE CONTRACT; AND ENACTING OTHER PROVISIONS RELATING THERETO.**

WHEREAS, the City Council of the City of Manor, Texas (the "City") hereby finds and determines that it is in the best interests of the City to issue bonds to pay the costs of economic development projects authorized by the voters of the City at a bond election held on November 7, 2023 (the "Election") in accordance with the provisions of Chapters 1251 and 1331, Texas Government Code, as amended;

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and public notice of the time, place, and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANOR:

ARTICLE I
DEFINITIONS AND OTHER PRELIMINARY MATTERS

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following terms shall have the meanings specified below:

"Authorized Officials" means the Mayor, City Secretary, City Manager, and Finance Director of the City or any designee serving in the absence of the aforementioned officials.

"Bond" or "Bonds" means the Bonds authorized to be issued by Section 3.01 of this Ordinance and designated as "City of Manor, Texas General Obligation Bonds, Series 2024."

"City" means the City of Manor, Texas.

"City Council" means the City Council of the City.

"Code" means the Internal Revenue Code of 1986, as amended, including the regulations and published rulings thereunder.

"Date of Delivery" means the date of the initial delivery of and payment for the Bonds.

"Defeasance Securities" mean (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of

America, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the City adopts or approves the proceedings authorizing the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, and (iii) any other then authorized securities or obligations under applicable law of the State of Texas that may be used to defease obligations such as the Bonds.

"Designated Payment/Transfer Office" means the office of the Paying Agent/Registrar which is designated for the presentment of the Bonds.

"DTC" means The Depository Trust Company, New York, New York, or any successor securities depository.

"DTC Participant" means any broker, dealer, bank, trust company, clearing corporation or certain other organizations with bonds credited to an account maintained on its behalf by DTC.

"Event of Default" means any event of default as defined in Section 10.01 of this Ordinance.

"Fiscal Year" means such fiscal year as shall from time to time be set by the City Council.

"Initial Bond" means the initial bond described in Sections 3.04(d) and 6.02(e) of this Ordinance.

"Interest and Sinking Fund" means the interest and sinking fund established by Section 2.04 of this Ordinance.

"Interest Payment Date" means the date or dates upon which interest on each Bond is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being February 15 and August 15 of each year, commencing August 15, 2024.

"Mayor" means the Mayor of the City.

"Owner" or "Registered Owner" means the person who is the registered owner of a Bond or Bonds, as shown in the Register.

"Paying Agent/Registrar" means initially BOKF, NA, Dallas, Texas, or any successor thereto as provided in this Ordinance.

"Purchase Contract" means the Purchase Contract pertaining to the Bonds, by and between the City and the Underwriters, approved in Section 7.01 of this Ordinance.

"Record Date" means the close of business on the last business day of the month preceding the month in which an Interest Payment Date occurs.

"Register" means the register specified in Section 3.06(a) of this Ordinance.

"Unclaimed Payments" means money deposited with the Paying Agent/Registrar for the payment of the principal of or interest on the Bonds as the same come due and payable and remaining unclaimed by the Owners of Bonds for 90 days after the applicable payment or redemption date.

"Underwriters" means FHN Financial Capital Markets and RBC Capital Markets, LLC.

Section 1.02. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03. Table of Contents, Titles and Headings.

The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

## ARTICLE II
## SECURITY FOR THE BONDS
## CREATION OF FUNDS

Section 2.01. Tax Levy for Payment of Bonds. Pursuant to the authority granted by the Constitution and laws of the State of Texas, there shall be levied and there is hereby levied for the current year and each succeeding year thereafter while the Bonds or any interest thereon are outstanding and unpaid, an ad valorem tax within legal limitations on each $100 valuation of taxable property in the City, at a rate sufficient within the limits prescribed by law to pay the debt service requirements on the Bonds, being (i) the interest on the Bonds and (ii) a sinking fund for their payment at maturity or a sinking fund of two percent (2%) per annum (whichever amount is the greater), when due and payable, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the debt service requirements, and the same shall not be diverted to any other purpose. The taxes so

levied and collected shall be paid into the Interest and Sinking Fund. This governing body hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the debt service requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding obligations.

The amount of taxes to be provided annually and transferred by the Authorized Officials to the Interest and Sinking Fund for the payment of principal of and interest on the Bonds shall be determined and accomplished in the following manner:

(a) The City's annual budget shall reflect the amount of debt service requirements to become due on the Bonds in the next succeeding Fiscal Year.

(b) The amount required to be provided in the succeeding Fiscal Year of the City from ad valorem taxes shall be the amount of the debt service requirements to be paid on the Bonds in the next succeeding Fiscal Year.

(c) Following the final approval of the annual budget of the City, the governing body of the City shall, by Ordinance, levy an ad valorem tax at a rate sufficient to produce taxes in the amount determined in paragraph (b) above, to be utilized for purposes of paying the principal of and interest on the Bonds in the next succeeding Fiscal Year.

If the liens and provisions of this Ordinance shall be released in a manner permitted by Article XII hereof, then the collection of such ad valorem tax may be suspended or appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit. In determining the aggregate principal amount of outstanding Bonds there shall be subtracted the amount of any Bonds that have been duly called for redemption and for which money has been deposited with the Paying Agent/Registrar for such redemption.

Section 2.02. Effect of Pledge. Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of the taxes thereof granted by the City under Section 2.01 of this Ordinance, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the taxes granted by the City under Section 2.01 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the Registered Owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 2.03. Interest and Sinking Fund.

(a) The City hereby establishes a special fund or account to be designated the "City of Manor, Texas General Obligation Bonds, Series 2024 Interest and Sinking Fund" (the "Interest

and Sinking Fund") with said fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City.

(b) Money on deposit in or required by this Ordinance to be deposited to the Interest and Sinking Fund shall be used solely for the purpose of paying the interest on, redemption premium, if any, and principal of the Bonds when and as due and payable in accordance with their terms and this Ordinance.

Section 2.04. Project Fund.

(a) A special fund or account, to be designated the "City of Manor, Texas General Obligation Bonds, Series 2024 Project Fund" (the "Project Fund") is hereby created and shall be established and maintained by the City at the official City depository. The Project Fund shall be kept separate and apart from all other funds and accounts of the City. The proceeds from the sale of the Bonds (other than proceeds representing accrued interest on the Bonds and any premium on the Bonds that is not used to pay costs of issuance in which shall be deposited in the Interest and Sinking Fund) shall be deposited in the Project Fund and payments therefrom shall be used solely for the purpose of paying contractual obligations to be incurred for (1) planning, designing, constructing, improving, extending and expanding public street, utility, and other infrastructure facilities, including the acquisition of land therefore; (2) the City's programs for economic development, including the acquisition of improved and unimproved properties and the demolition of existing structures; (3) making grants and loans of bond proceeds for private commercial, industrial, retail, and healthcare projects and facilities, workforce development programs, residential and mixed-use development, neighborhood revitalization projects, and mixed income development; and (4) the payment of professional services and costs of issuance related thereto.

Section 2.05. Security of Funds. All moneys on deposit in the Interest and Sinking Fund and the Project Fund for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of City funds, and moneys on deposit in such funds shall be used only for the purposes permitted by this Ordinance.

## ARTICLE III
## AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.01. Authorization.

The City's general obligation bonds to be designated "City of Manor, Texas General Obligation Bonds, Series 2024" (the "Bonds"), are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas. The Bonds shall be issued in the aggregate principal amount of $____ for the purpose of paying contractual obligations to be incurred for (1) planning, designing, constructing, improving, extending and expanding public street, utility, and other infrastructure facilities, including the acquisition of land therefore; (2) the City's programs for economic development, including the acquisition of improved and unimproved properties and the demolition of existing structures; (3) making grants and loans of

bond proceeds for private commercial, industrial, retail, and healthcare projects and facilities, workforce development programs, residential and mixed-use development, neighborhood revitalization projects, and mixed income development; and (4) the payment of professional services and costs of issuance related thereto .

Section 3.02. Date, Denomination, Maturities and Interest.

(a) The Bonds shall be dated _____, 2024 and shall bear interest on the unpaid principal amount thereof from the Date of Delivery (anticipated to be ____, 2024) (which date shall be noted on the Bonds). The Bonds shall be in fully registered form, without coupons, in the denomination of $5,000 or any integral multiple thereof and shall be numbered separately from R-1 upward, except the Initial Bond, which shall be numbered I-1.

(b) The Bonds shall mature on August 15 in the years and in the principal amounts and bear interest at the per annum rates set forth in the following schedule:

| Year of Maturity | Principal Installments | Interest Rate | Year of Maturity | Principal Installments | Interest Rate |
|---|---|---|---|---|---|
| 2026 | | | 2035 | | |
| 2027 | | | 2036 | | |
| 2028 | | | 2037 | | |
| 2029 | | | 2038 | | |
| 2030 | | | 2039 | | |
| 2031 | | | 2040 | | |
| 2032 | | | 2041 | | |
| 2033 | | | 2042 | | |
| 2024 | | | | | |

(c) Interest shall accrue and be paid on each Bond respectively until its redemption or prior maturity from the Date of Delivery or from the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable on February 15 and August 15 of each year, commencing on February 15, 2025, computed on the basis of a 360-day year of twelve 30-day months.

Section 3.03. Medium, Method and Place of Payment.

(a) The principal of, redemption premium, if any, and interest on the Bonds shall be paid in lawful money of the United States of America.

(b) Interest on the Bonds shall be payable to the Owner whose name appears in the Register at the close of business on the last business day of the month preceding such Interest Payment Date (the "Record Date"); provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for thirty (30) days thereafter, a new record date for such interest payment (the "Special Record Date") will be established by the Paying Agent/Registrar (hereinafter defined and designated) if and when funds for the payment of such

interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be at least 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last business day preceding the date of mailing of such notice.

(c) Interest shall be paid by check, dated as of the Interest Payment Date, and sent by the Paying Agent/Registrar to each Owner, first class United States mail, postage prepaid, to the address of each Owner as it appears in the Register, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and each Owner to whom interest is to be paid; provided, however, that the Owner shall bear all risk and expenses of such customary banking arrangements.

(d) The principal of each Bond shall be paid to the Owner thereof on the due date (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Bond at the Designated Payment/Transfer Office.

(e) If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city where the Paying Agent/Registrar is located are required or authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, a legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in this Section.

Section 3.04. Control, Execution and Initial Registration.

(a) The Bonds shall be executed on behalf of the City by the Mayor and the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Bond of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Bond of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Bond of Paying

Agent/Registrar described above, the Initial Bond delivered at the Date of Delivery shall have attached thereto the Comptroller's Registration Bond substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which bond shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Date of Delivery, one Initial Bond representing the entire principal amount of all Bonds, payable in stated installment to the Underwriters, or their Representative, manually signed by the Mayor and City Secretary, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Underwriters or their Representative. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver registered definitive Bonds in accordance with instructions received from the Underwriters or their Representative.

Section 3.05. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof and redemption premium (subject to the provisions herein that interest is to be paid to the person in whose name the Bond is registered on the Record Date), if any, thereon, for the further purpose of making and receiving payment of the interest thereon, and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Bond shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.06. Registration, Transfer and Exchange.

(a) So long as any Bonds remain outstanding, the City shall cause the Paying Agent/Registrar to keep at its Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Ordinance.

(b) Registration of any Bond may be transferred in the Register only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for transfer of registration and cancellation, together with proper written instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of the Bonds, or any portion thereof in any integral multiple of $5,000, to the assignee or assignees thereof, and the right of such assignee or assignees thereof to have the Bond or any portion thereof registered in the name of such assignee or assignees. No transfer of any Bond shall be effective until entered in the Register. Upon assignment and transfer of any Bond or portion thereof, a new Bond or Bonds will be issued by the Paying Agent/Registrar in conversion and exchange for such transferred and assigned Bond.

To the extent possible, the Paying Agent/Registrar will issue such new Bond or Bonds in not more than three (3) business days after receipt of the Bond to be transferred in proper form and with proper instructions directing such transfer.

(c) Any Bond may be converted and exchanged only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar, together with a written request therefor duly executed by the Owner or assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantees of signatures satisfactory to the Paying Agent/Registrar, for a Bond or Bonds of the same maturity and interest rate and in any authorized denomination and in an aggregate principal or maturity amount equal to the unpaid principal or maturity amount of the Bond presented for exchange. If a portion of any Bond is redeemed prior to its scheduled maturity as provided herein, a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in the denomination or denominations of any integral multiple of $5,000 at the request of the Owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Owner upon surrender thereof for cancellation. To the extent possible, a new Bond or Bonds will be required to be delivered by the Paying Agent/Registrar to the Owner of the Bond or Bonds in not more than three (3) business days after receipt of the Bond to be exchanged in proper form and with proper instructions directing such exchange.

(d) Each Bond issued in exchange for any Bond or portion thereof assigned, transferred or converted shall have the same principal maturity date and bear interest at the same rate as the Bond for which it is being exchanged. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond. The Paying Agent/Registrar shall convert and exchange the Bonds as provided herein, and each substitute Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such substitute Bond is delivered.

(e) The City will pay the Paying Agent/Registrar's reasonable and customary charge for the initial registration or any subsequent transfer, exchange or conversion of Bonds, but the Paying Agent/Registrar will require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, exchange or conversion of a Bond. In addition, the City hereby covenants with the Owners of the Bonds that it will (i) pay the reasonable and standard or customary fees and charges of the Paying Agent/Registrar for its services with respect to the payment of the principal of and interest on the Bonds, when due, and (ii) pay the fees and charges of the Paying Agent/Registrar for services with respect to the transfer, registration, conversion and exchange of Bonds as provided herein.

(f) Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond called for redemption, in whole or in part, within forty-five (45) days of the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled balance of a Bond.

Section 3.07. Cancellation.

(a) All Bonds paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Ordinance, shall be canceled and destroyed upon the making of proper records regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall periodically furnish the City with bonds of destruction of such Bonds.

(b) Each substitute Bond issued in conversion of and exchange for or replacement of (pursuant to the provisions of Sections 3.06, 3.08 and 3.09 hereof) any Bond or Bonds issued under this Ordinance shall have printed thereon a Bond of Paying Agent/Registrar, in the form hereinafter set forth. An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, manually sign and date such Bond of Paying Agent/Registrar, and no such Bond shall be deemed to be issued or outstanding unless such Bond of Paying Agent/Registrar is so executed. No additional ordinances, orders, or resolutions need be passed or adopted by the City Council or any other body or person so as to accomplish the foregoing conversion and exchange or replacement of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Bonds in the manner prescribed herein, and said Bonds shall be of customary type and composition and be printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to Subchapter D of Chapter 1201, Texas Government Code, the duty of conversion and exchange or replacement of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the above Bond of Paying Agent/Registrar, the converted and exchanged or replaced Bonds shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Initial Bond which was originally delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(c) Bonds issued in conversion and exchange or replacement of any other Bond or portion thereof (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Owners thereof, (ii) may be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Bonds, (v) shall have the characteristics, (vi) shall be signed and sealed, and (vii) the principal of and interest on the Bonds shall be payable, all as provided, and in the manner required or indicated, in the Form of Bonds set forth in this Ordinance.

Section 3.08. Temporary Bonds.

(a) Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Ordinance.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar, and thereupon, upon the presentation and surrender of the Bond or Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a Bond or Bonds of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Bond or Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09. Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected herewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar, and acceptable to the City, to save the Paying Agent/Registrar and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and Paying Agent/Registrar.

(c) If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of

any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.10. Book-Entry-Only System.

(a) The definitive Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.11 hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute Owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a bond evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the Registered Owner at the close of business on the

Record Date, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC. Section

3.11. Successor Securities Depository; Transfer Outside Book-Entry-Only System.

In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter by and between the City, the Paying Agent/Registrar and DTC (the "Representation Letter"), and that it is in the best interest of the Owners of the Bonds that they be able to obtain Bonds, or in the event DTC discontinues the services described herein, the City or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended; notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository; or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts, as identified by DTC. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

Section 3.12. Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Representation Letter.

Section 3.13. Additional Obligations.

The City reserves the right to issue any additional obligations authorized by law and such obligations may be payable from ad valorem taxes within the limits prescribed by law.

## ARTICLE IV
## REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01. Limitation on Redemption.

The Bonds shall be subject to redemption before scheduled maturity only as provided in this Article IV.

Section 4.02. Optional Redemption.

The City reserves the option to redeem Bonds maturing on and after August 15, 2034, in whole or in part, before their respective scheduled maturity dates, on August 15, 2033, or on any

date thereafter (such redemption dates to be fixed by the City), at a price equal to the principal amount of the Bonds to be called for redemption plus accrued interest to the date fixed for redemption.

At least forty-five (45) days prior to an optional redemption date for the Bonds (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of the decision to redeem Bonds, the principal amount of each stated maturity to be redeemed, and the date of redemption therefor.

Section 4.03. Mandatory Redemption.

[The Bonds maturing in the year 20__ (the "Term Bonds") are subject to mandatory redemption prior to maturity at the price of par and accrued interest and shall be redeemed, in part, on the date and in the principal amount set forth below:

Term Bonds Maturing February 15, 20__

| Redemption Date | Principal Amount |
|---|---|
| February 15, 20____ | |
| February 15, 20____ | |
| February 15, 20____(maturity) | |

At least forty-five days prior to each mandatory redemption date specified above that the Term Bonds are to be mandatorily redeemed, the Paying Agent/Registrar shall select by lot the numbers of the Term Bond within the applicable maturity to be redeemed on the next following February 15 from moneys set aside for that purpose in the Interest and Sinking Fund. Any Term Bond not selected for prior redemption shall be paid on the date of their stated maturity.

The principal amount of the Term Bond required to be redeemed pursuant to the operation of such mandatory redemption provisions may be reduced, at the option of the City, by the principal amount of the Term Bond of the same maturity which at least fifty (50) days prior to a mandatory redemption date (i) shall have been defeased or acquired by the City at a price not exceeding the principal amount of such Term Bond plus accrued interest to the date of purchase and delivered to the Paying Agent/Registrar for cancellation or (ii) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the City with money in the Interest and Sinking Fund.]

Section 4.04. Partial Redemption.

(a) If less than all of the Bonds are to be redeemed and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Bonds, or portions thereof, within such maturity to be redeemed.

(b) A portion of a single Bond of a denomination greater than $5,000 may be redeemed, but only in a principal amount equal to $5,000 or any integral multiple thereof. If such a Bond is to be partially redeemed, the Paying Agent/Registrar shall treat each $5,000 portion of the Bond as though it were a single Bond for purposes of selection for redemption.

(c) Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Ordinance, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge, notwithstanding any provision of Section 3.06 to the contrary.

(d) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Bond as to which only a portion thereof is to be redeemed.

Section 4.05. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown on the Register.

(b) The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

(d) The City reserves the right to give notice of its election or direction to optionally redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a bond of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice of redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain outstanding.

Section 4.06. Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date

by setting aside and holding in trust such amounts received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the Designated Payment/Transfer Office of the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Bonds to the date of redemption from the money set aside for such purpose.

Section 4.07. Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.05 of this Ordinance, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the City defaults in its obligation to make provision for the payment of the principal thereof, redemption premium, if any, or accrued interest thereon, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then any Bond or portion thereof called for redemption shall continue to bear interest at the rate stated on the Bond until paid or until due provision is made for the payment of same by the City.

Section 4.08. Lapse of Payment.

(a) Money set aside for the redemption of Bonds and remaining unclaimed by the Owners of such Bonds after the redemption date shall be segregated in a special escrow account and held in trust, uninvested, without interest, for the account of such Owners.

(b) Amounts held by the Paying Agent/Registrar, which represent principal of and interest on the Bonds remaining unclaimed by the Owner after the expiration of three years from the date such amounts have become due and payable, shall be reported and disposed of by the Paying Agent/Registrar in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

## ARTICLE V
## PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar.

(a) The City hereby appoints BOKF, NA, Dallas, Texas, as its registrar and transfer agent to keep such books or records and make such transfers and registrations under such reasonable regulations as the City and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfers and registrations as herein provided. It shall be the duty of the Paying Agent/Registrar to obtain from the Owners and record in the Register the address of

such Owner of each Bond to which payments with respect to the Bonds shall be mailed, as provided herein. The City or its designee shall have the right to inspect the Register during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Register and other registration books and records confidential and, unless otherwise required by law, shall not permit their inspection by any other entity.

(b) The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Bonds and of all conversions, exchanges and replacements of such Bonds, as provided in the Ordinance.

Section 5.02. Qualifications. Each Paying Agent/Registrar shall be (i) a banking corporation, a banking association or a financial institution organized and doing business under the laws of the United States or of any state thereof, (ii) authorized under such laws to exercise trust powers and (iii) subject to supervision or examination by a federal or state governmental authority.

Section 5.03. Maintaining Paying Agent/Registrar.

(a) At all times while any Bonds are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance. The Mayor is hereby authorized and directed to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the City and the Paying Agent/Registrar. The signature of the Mayor shall be attested by the City Secretary.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement.

Section 5.04. Termination. The City, upon not less than sixty (60) days notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination.

Section 5.05. Notice of Change to Owners. Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by first class United States mail, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06. Agreement to Perform Duties and Functions. By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed hereby.

Section 5.07. Delivery of Records to Successor. If a Paying Agent/Registrar is replaced, such replaced Paying Agent/Registrar, promptly upon the appointment of the successor, will

deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

## ARTICLE VI
## FORM OF THE BONDS

Section 6.01. Forms Generally.

(a) The Bonds, including the Registration Bond of the Comptroller of Public Accounts of the State of Texas, the Bond of Paying Agent/Registrar, and the Assignment form to appear on each of the Bonds, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds shall be typed, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution thereof.

(d) The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

[*Remainder of page left blank]*

Section 6.02. Form of the Bonds. The form of the Bonds, including the form of the Registration Bond of the Comptroller of Public Accounts of the State of Texas, the form of Bond of Paying Agent/Registrar and the form of Assignment appearing on the Bonds shall be substantially as follows:

(a) Form of Definitive Bonds.

REGISTERED
NO. R-___

REGISTERED PRINCIPAL
AMOUNT $_____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF MANOR, TEXAS
GENERAL OBLIGATION BOND
SERIES 2024

| Dated Date: | Interest Rate: | Stated Maturity: |
|---|---|---|
| ___, 2024 | ____% | August 15, 2042 |

Date of Delivery: _____

Registered Owner: CEDE & CO.

Principal Amount: _____ DOLLARS

THE CITY MANOR, TEXAS (hereinafter referred to as the "City"), for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on February 15 in the years and in principal installments in accordance with the following schedule:

| YEAR OF MATURITY | PRINCIPAL INSTALLMENTS | INTEREST RATE |
|---|---|---|

(Information to be inserted from
schedule in Section 3.02(b) of the Ordinance.)

(or so much principal thereof as shall not have been prepaid prior to maturity) and to pay interest on the unpaid principal installments hereof from the Date of Delivery shown above at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing February 15, 2025. Principal installments of this Certificate are payable in the year of maturity or on a prepayment date to the Registered Owner hereof by BOKF, N.A., (the "Paying Agent/Registrar"), upon presentation and surrender, at its principal offices in Austin, Texas (the "Designated Payment/Transfer Office"). Interest is payable to the Registered Owner of this Certificate whose name appears on the "Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month next preceding each Interest Payment Date,

and interest shall be paid by the Paying Agent/Registrar by check sent by United States mail, first class postage prepaid, to the address of the Registered Owner recorded in the Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the Registered Owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

THIS BOND is one of the series specified in its title issued in the aggregate principal amount of $____ (herein referred to as the "Bonds") to pay for (i) planning, designing, constructing, improving, extending and expanding public street, utility, and other infrastructure facilities, including the acquisition of land therefore; (ii) the City's programs for economic development, including the acquisition of improved and unimproved properties and the demolition of existing structures; (iii) making grants and loans of bond proceeds for private commercial, industrial, retail, and healthcare projects and facilities, workforce development programs, residential and mixed-use development, neighborhood revitalization projects, and mixed income development; and (iv) the payment of professional services and costs of issuance related thereto.

THE BONDS maturing on and after February 15, 2034 may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part, in principal amounts of $5,000 or any integral multiple thereof (and if within a Stated Maturity selected by lot by the Paying Agent/Registrar), on February 15, 2033, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption and upon 30 days prior written notice being sent by United States mail, first class postage prepaid, to the Registered Owners of the Bonds to be redeemed, and subject to the terms and provisions relating thereto contained in the Ordinance.

[THE BONDS maturing in the year 20__ (the "Term Bonds") are subject to mandatory redemption prior to maturity at the price of par and accrued interest and shall be redeemed, in part, on the date and in the principal amount set forth below:

Term Bonds Maturing February 15, 20__

| Redemption Date | Principal Amount |
|---|---|
| February 15, 20____ | |
| February 15, 20____ | |
| February 15, 20____(maturity) | |

AT LEAST FORTY-FIVE DAYS prior to each mandatory redemption date specified above that the Term Bonds are to be mandatorily redeemed, the Paying Agent/Registrar shall select by lot the numbers of the Term Bond within the applicable maturity to be redeemed on the next following February 15 from moneys set aside for that purpose in the Interest and Sinking Fund. Any Term Bond not selected for prior redemption shall be paid on the date of their stated maturity.

THE PRINICPAL AMOUNT OF THE TERM BOND required to be redeemed pursuant to the operation of such mandatory redemption provisions may be reduced, at the option of the

City, by the principal amount of the Term Bond of the same maturity which at least fifty (50) days prior to a mandatory redemption date (i) shall have been defeased or acquired by the City at a price not exceeding the principal amount of such Term Bond plus accrued interest to the date of purchase and delivered to the Paying Agent/Registrar for cancellation or (ii) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the City with money in the Interest and Sinking Fund.]

IF THIS BOND (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Bond (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor, provided moneys for the payment of the redemption price and the interest on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

IN THE EVENT OF A PARTIAL REDEMPTION of the principal amount of this Bond, payment of the redemption price of such principal amount shall be made to the Registered Owner only upon presentation and surrender of this Bond to the Paying Agent/Registrar at its Designated Payment/Transfer Office, and there shall be issued to the Registered Owner hereof, without charge, a new Bond or Bonds of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum hereof. If this Bond is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer this Bond to an assignee of the Registered Owner within 45 days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the Registered Owner of the unredeemed balance hereof in the event of its redemption in part.

THE BONDS are payable from the proceeds of an ad valorem tax levied, within the limits prescribed by law, upon all taxable property in the City. Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the Registered Owner or Holder of this Bond by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied and pledged for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at or prior to its maturity, and deemed to be no longer outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

THIS BOND, subject to certain limitations contained in the Ordinance, may be transferred on the Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the Registered Owner hereof, or his duly authorized agent. When a transfer on the Register occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized

denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

THE CITY and the Paying Agent/Registrar, and any agent of either, shall treat the Registered Owner whose name appears on the Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal at the Stated Maturity, or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a Bond on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each owner of a Bond appearing on the Register at the close of business on the last business day next preceding the date of mailing of such notice.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things to be done precedent to and in the issuance of this Bond and the series of which it is a part, have been properly done, have happened and have been performed in regular and due time, form and manner as required by law; that proper provisions have been made for the levy and collection annually of taxes upon all taxable property in said City sufficient, within the limits prescribed by law, to pay the interest on this Bond and the series of which it is a part as due and to provide for the payment of the principal as the same matures; and that the total indebtedness of the City, including the Bonds does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City has caused this Bond to be executed by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the City Secretary, and the official seal of the City has been duly impressed or placed in facsimile on this Bond.

_____
Mayor
City of Manor, Texas

_____
City Secretary
City of Manor, Texas

[CITY SEAL]

(b) Form of Comptroller's Registration Bond. The following Comptroller's Registration Bond may be deleted from the definitive Bonds if such bond on the Initial Bond is fully executed.

| | | |
|---|---|---|
| OFFICE OF THE COMPTROLLER | § | |
| OF PUBLIC ACCOUNTS | § | REGISTER NO. _____ |
| OF THE STATE OF TEXAS | § | |

I hereby certify that there is on file and of record in my office an Opinion of the Attorney General of the State of Texas to the effect that this Bond has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that this Bond has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, _____.

[SEAL]

_____
Comptroller of Public Accounts
of the State of Texas

(c) Form of Bond of Paying Agent/Registrar. The following Bond of Paying Agent/Registrar may be deleted from the Initial Bond if the Comptroller's Registration Bond appears thereon.

BOND OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Bond of this series of Bonds was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Bonds referred to in the within-mentioned Ordinance.

BOKF, NA
Dallas, Texas
As Paying Agent/Registrar

Dated: _____ By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto _____/
(Please print or typewrite name and address, including zip code, of Transferee)

_____ the within Bond and
(Please insert Social Security or Taxpayer Identification Number)

all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____
NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution as defined by SEC Rule 17Ad-15 (17 CFR 240-17Ad-15).

_____
NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

[*Remainder of page left blank*]

(e) Form of Initial Bond. The Initial Bond shall be in the respective form set forth therefor in paragraph (a) of this Section, except as follows: Heading and paragraph one shall be amended to read as follows:

REGISTERED $____
No. T-1

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF MANOR, TEXAS
GENERAL OBLIGATION BONDS
SERIES 2024

Dated Date: ___, 2024

Date of Delivery: _____

Registered Owner: FHN FINANCIAL CAPITAL MARKETS

Principal Amount: ____ DOLLARS

THE CITY OF MANOR, TEXAS (hereinafter referred to as the "City"), for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on August 15 in the years and in principal installments in accordance with the following schedule:

| Year of Maturity | Principal Installments | Interest Rate | Year of Maturity | Principal Installments | Interest Rate |
|---|---|---|---|---|---|

(Information to be inserted from
schedule in Section 3.02(b) of the Ordinance)

and to pay interest on the unpaid principal installments hereof from the Date of Delivery shown above at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing August 15, 2024. Principal installments of this Certificate are payable in the year of maturity or on a prepayment date to the Registered Owner hereof by BOKF, NA (the "Paying Agent/Registrar"), upon presentation and surrender, at its principal offices in Dallas, Texas (the "Designated Payment/Transfer Office"). Interest is payable to the Registered Owner of this Certificate whose name appears on the "Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month next preceding each Interest Payment Date, and interest shall be paid by the Paying Agent/Registrar by check sent by United States mail, first class postage prepaid, to the address of the Registered Owner recorded in the Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to

the Registered Owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

Section 6.03. CUSIP Registration. The City may secure identification numbers ("CUSIP Numbers") and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP Numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving said Bonds as to legality are to be held responsible for CUSIP Numbers incorrectly printed on the Bonds.

Section 6.04. Legal Opinion. The approving legal opinion of Bickerstaff Heath Delgado Acosta LLP, Bond Counsel, may be printed on the reverse side of each Bond or may be attached to each Bond.

Section 6.05. Statement of Insurance. A statement relating to a municipal bond insurance policy, if any, to be issued for the Bonds may be printed on each Bond.

## ARTICLE VII
## SALE AND DELIVERY OF BONDS, DEPOSIT OF PROCEEDS

Section 7.01. Approval of Documents.

The form and content of the Purchase Contract relating to the Bonds is hereby approved.

Section 7.02. Sale of the Bonds.

(a) The Bonds are hereby sold and shall be delivered to the Underwriters at a price of $__ (representing the par amount of the Bonds of $__, plus a reoffering premium of $__, and less an Underwriters' discount of $__), pursuant to the terms and provisions of the Purchase Contract of even date herewith, presented to and hereby approved by the City Council, which price and terms are hereby found and determined to be the most advantageous and reasonably obtainable by the City. The Mayor and other appropriate officials of the City are hereby authorized and directed to execute such Purchase Contract on behalf of the City, and the Mayor and all other officers, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds. The Initial Bond shall be registered in the name of FHN Financial Capital Markets.

(b) Proceeds from the sale of the Bonds shall be applied as follows:

(1) $__ to the Project Fund consisting of $__ from the par amount of the Bonds and $__ from premium; and

(2) $__ from premium to pay the costs of issuance, consisting of:

$__ of general costs of issuance; and
$__ of Underwriters' Discount.

Section 7.03. Approval of Official Statement.

The form and substance of the Official Statement for the Bonds and any addenda, supplement or amendment thereto (the "Official Statement") presented to and considered at this meeting is hereby in all respects approved and adopted. The Mayor and the City Secretary are hereby authorized and directed to execute the same and deliver appropriate numbers of executed copies thereof and of any closing bonds to the Underwriters. The use and distribution of the Preliminary Official Statement by the Underwriters is hereby ratified, approved and confirmed and is hereby deemed final as of its date (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, by the City Council. The Underwriters are hereby authorized to use and distribute the Official Statement in the reoffering, sale, and delivery of the Bonds to the public. The City Secretary is hereby authorized and directed to include and maintain a copy of the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting.

Section 7.04. Control and Delivery of Bonds.

(a) The Mayor is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Bonds shall be made to the Underwriters under and subject to the general supervision and direction of the Mayor, against receipt by the City of all amounts due to the City under the terms of sale.

## ARTICLE VIII
## INVESTMENTS

Section 8.01. Investments.

(a) Money in the Interest and Sinking Fund and in the Project Fund, at the option of the City, may be invested in such securities or obligations as permitted under applicable law.

(b) Any securities or obligations in which such money is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

Section 8.02. Investment Income. Interest and income derived from investment of the Interest and Sinking Fund shall be credited to such Fund. Interest and income derived from the investment of the Project Fund shall be credited to such Fund and used for the purposes set out in Section 3.01; provided, however, that such interest earnings may be deposited into the Interest and Sinking Fund at the option of the City.

## ARTICLE IX
## PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of the Bonds. On or before each Interest Payment Date of the Bonds and while any of the Bonds are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such interest on and principal of the Bonds as will accrue or mature on the applicable Interest Payment Date.

Section 9.02. Tax Exemption.

(a) The City Council does not intend to issue the Bonds in a manner such that the Bonds would constitute obligations described in section 103(a) of the Internal Revenue Code of 1986, as amended, and all applicable temporary, proposed and final regulations and procedures promulgated thereunder or promulgated under the Internal Revenue Code of 1954, to the extent applicable to the Code.

Section 9.03. Other Representations and Covenants.

(a) The City will faithfully perform, at all times, any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Bond; the City will promptly pay or cause to be paid the principal of and interest on each Bond on the dates and at the places and manner prescribed in such Bond; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State of Texas to issue the Bonds; all action on its part for the creation and issuance of the Bonds has been duly and effectively taken; and the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

ARTICLE X
CONTINUING DISCLOSURE UNDERTAKING

Section 10.01. Definitions.

As used in this Article X, the following terms have the meanings ascribed to such terms below:

"EMMA" means the Electronic Municipal Market Access System established by the MSRB.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time or officially interpreted by the SEC.

"SEC" means the United States Securities and Exchange Commission.

Section 10.02. Annual Reports.

The City shall provide certain updated financial information and operating data annually to the MSRB through EMMA. The information to be updated includes financial information and operating data with respect to the City of the general type included in the Official Statement authorized by Section 7.03 of this Ordinance under Tables 1 through 5 and 7 in Appendix A to the Official Statement (the "Annual Financial Information"). The City shall additionally provide financial statements of the City (the "Financial Statements") that will be (1) prepared in accordance with the accounting principles described in Appendix C thereto or such other accounting principles as the City may be required to employ from time to time pursuant to State law or regulation and shall be in substantially the form included in Appendix C thereto and (2) audited, if the City commissions an audit of such Financial Statements and the audit is completed within the period during which they must be provided. The City shall update and provide the Annual Financial Information within six months after the end of each fiscal year and the Financial Statements within 12 months of the end of each fiscal year, in each case beginning with the fiscal year ending in and after 2023. The City may provide the Financial Statements earlier, including at the time it provides its Annual Financial Information, but if the audit of such Financial Statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited Financial Statements within such 12-month period and audited Financial Statements for the applicable fiscal year, when and if the audit report on such Financial Statements becomes available.

If the City changes its fiscal year, it will notify the MSRB through EMMA of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the

MSRB) that theretofore has been provided to the MSRB through EMMA or filed with the SEC).

Section 10.03. Event Notices.

The City shall notify the MSRB through EMMA, in a timely manner not in excess of ten business days after the occurrence of any of the following events with respect to the Bonds:

1. Principal and interest payment delinquencies;

2. Non-payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds or other material events affecting the tax-exempt status of the Bonds;

7. Modifications to rights of holders of the Bonds, if material;

8. Bond calls, if material, and tender offers;

9. Defeasances;

10. Release, substitution, or sale of property securing repayment of the Bonds, if material;

11. Rating changes;

12. Bankruptcy, insolvency, receivership or similar event;

13. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

15. Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

For the purposes of the preceding clauses (15) and (16) of this Section 10.03 of this Ordinance, the term, "financial obligation" means a: (A) debt obligation; (B) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) guarantee of a debt obligation or any such derivative instrument. The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with Rule 15c2-12 of the Securities Exchange Act of 1934.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 10.02 by the time required by this Section.

Section 10.04. Limitations, Disclaimers, and Amendments.

The City shall be obligated to observe and perform the covenants specified in this Article with respect to the City and the Bonds while, but only while, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice required by Section 10.03 of any bond calls and defeasance that cause the City to no longer be such an "obligated person."

The provisions of this Article are for the sole benefit of the Holders and Beneficial Owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the financial results, condition, or prospects of the City or the State of Texas or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH

BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Article shall comprise a breach of or default under the Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a Person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and Beneficial Owners of the Bonds. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 10.02 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

## ARTICLE XI
## DEFAULT AND REMEDIES

Section 11.01. Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an "Event of Default," to wit:

(i) the failure to make payment of the principal of, redemption premium, if any, or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Owners, including but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Owner to the City.

Section 11.02. Remedies for Default.

(a) Upon the happening of any Event of Default, then and in every case any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Bonds then outstanding.

Section 11.03. Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

## ARTICLE XII
## DEFEASANCE OF THE BONDS

Section 12.01. Defeasance.

(a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the City with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from

such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Bonds that is made in conjunction with the payment arrangements specified in subsection (a)(i) or (ii) of this Section shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the City expressly reserves the right to call the Defeased Bonds; (2) gives notice of the reservation of that right to the owners of the Defeased Bonds immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the City be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the City, or deposited as directed in writing by the City. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of the Defeased Bond may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection (a)(i) or (ii) of this Section. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bond, with respect to which such money has been so deposited, shall be remitted to the City or deposited as directed in writing by the City.

(c) Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bond the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(d) In the event that the City elects to defease less than all of the principal amount of the Bonds of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Bonds by such random method as it deems fair and appropriate.

## ARTICLE XIII
## LAPSE OF PAYMENT

Section 13.01. Lapse of Payment.

(a) Unclaimed Payments shall be segregated in a special escrow account and held in trust, uninvested, by the Paying Agent/Registrar for the account of the Owner of the Bonds to which the Unclaimed Payments pertain.

(b) Amounts held by the Paying Agent, which represent principal of and interest on the Bonds remaining unclaimed by the Owner after the expiration of three years from the date such amounts have become due and payable, shall be reported and disposed of by the Paying Agent in

accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

## ARTICLE XIV
## MISCELLANEOUS

Section 14.01. Further Procedures.

The Mayor and City Secretary, and all other officers, employees, and agents of the City, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Bonds, the sale and delivery of the Bonds, and the Paying Agent/Registrar Agreement. In addition, prior to the initial delivery of the Bonds, the Mayor, City Manager, Finance Director and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance, (ii) obtain a rating from any of the national bond rating agencies or satisfy any requirements of the provider of a municipal bond insurance policy, if any, or (iii) obtain the approval of the Bonds by the Attorney General's office. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 14.02. Ordinance a Contract; Amendments.

The Ordinance shall constitute a contract with the Owners, from time to time, of the Bonds, binding on the City and its successors and assigns, and shall not be amended or repealed by the City as long as any Bond remains outstanding except as permitted in this Section. The City may amend the Ordinance without the consent of or notice to any Owners in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission therein. In addition, the City may, with the written consent of the holders of a majority in aggregate principal amount of the Bonds then outstanding affected thereby, amend, add to, or rescind any of the provisions of the Ordinance; except that, without the consent of the Owners of all the Bonds affected, no such amendment, addition, or rescission may (1) make any change in the maturity of any of the outstanding Bonds; (2) reduce the rate of interest borne by any of the outstanding Bonds; (3) reduce the amount of the principal or maturity value of, or redemption premium, if any, payable on any outstanding Bonds; (4) modify the terms of payment or of interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment; or (5) change the minimum percentage. amount of the Bonds necessary to be held by Registered Owners for consent to such amendment.

Section 14.03. Public Meeting.

It is officially found, determined, and declared that the meeting at which this Ordinance has been read, passed and finally adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of the Open Meetings Act, Chapter 551, Texas Government Code.

Section 14.04. Governing Law.

This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 14.05. Effective Date.

This Ordinance shall be in full force and effect from and after its passage on the date shown below.

[*The remainder of this page intentionally left blank.*]

FINALLY PASSED, APPROVED, AND EFFECTIVE this __ day of __, 2024.

Dr. Christopher Harvey, Mayor
City of Manor, Texas

ATTEST:

Lluvia T. Almaraz, City Secretary
City of Manor, Texas

[CITY SEAL]

AGENDA ITEM NO. 19

# AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 17, 2024
**PREPARED BY:** Scott Dunlop, Director
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible Action on a Resolution of the City of Manor, Texas determining the costs of certain authorized improvements to be financed by the Manor Heights Public Improvement District; Approving a preliminary amended and restated service and assessment plan, including the proposed Assessment Roll; Calling for notice of a public hearing for May 1, 2024, to consider an ordinance levying assessments on property located within Improvement Area #4 of the Manor Heights Public Improvement District; Directing the filing of the proposed Assessment Roll with the City Secretary to make said proposed Assessment Roll available for public inspection; Directing City Staff to publish and mail notice of said public hearing; and resolving other matters related to the foregoing.

**BACKGROUND/SUMMARY:**

This single item is for Council to take four distinct steps towards the implementation of a plan of finance for the public improvements to be made in Improvement Area #4 of the Manor Heights PID (the "District"). Specifically, the Council, by this action will: 1) approve the estimated costs of the public improvements; 2) approve the preliminary amended and restated service and assessment plan, which describes the improvements to be constructed and the method of paying for those improvements; 3) setting a hearing to be held on May 1, 2024 to levy assessments within Improvement Area #4 of the District to pay for the improvements, most likely by financing the issuance of bonds; and 4) directing the City Secretary to publish, mail, and otherwise make publicly available the proposed assessment rolls that will be discussed at the May 1st hearing.

It is expected that at the May 1, 2024 City Council meeting, the Council will hold the hearing to levy assessments, approve the levy of assessments, hold a hearing to authorize Bonds, and approve the issuance of Improvement Area #4 Bonds. The costs of the improvements and the method of levying will be as described in the service and assessment plan and the proposed assessment roll, which the City Secretary shall make public.

**LEGAL REVIEW:** Yes, Gregory Miller, Bond Counsel
**FISCAL IMPACT:**
**PRESENTATION:**
**ATTACHMENTS:** Yes

- Resolution No. 2024-09 Cost Determination with Exhibits
-

**STAFF RECOMMENDATION:**

Staff recommends approval of Resolution No. 2024-09 of the City of Manor, Texas determining the costs of certain authorized improvements to be financed by the Manor Heights Public Improvement District; approving a preliminary amended and restated service and assessment plan, including the proposed Assessment Roll; calling for notice of a public hearing for May 1, 2024 to consider an ordinance levying assessments on property located within Improvement Area #4 of the Manor Heights Public Improvement District; directing the filing of the proposed Assessment Roll with the City Secretary to make said proposed Assessment Roll available for public inspection; directing City Staff to publish and mail notice of said public hearing; and resolving other matters related to the foregoing.

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

**RESOLUTION NO. 2024-09**

**A RESOLUTION OF THE CITY OF MANOR, TEXAS DETERMINING THE COSTS OF CERTAIN AUTHORIZED IMPROVEMENTS TO BE FINANCED BY THE MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT; APPROVING A PRELIMINARY 2024 AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN, INCLUDING THE PROPOSED ASSESSMENT ROLL; CALLING FOR NOTICE OF A PUBLIC HEARING FOR MAY 1, 2024 TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN IMPROVEMENT AREA #4 OF THE MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT; DIRECTING THE FILING OF THE PROPOSED ASSESSMENT ROLL WITH THE CITY SECRETARY TO MAKE SAID PROPOSED ASSESSMENT ROLL AVAILABLE FOR PUBLIC INSPECTION; DIRECTING CITY STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS RELATED TO THE FOREGOING**

**RECITALS**

**WHEREAS,** the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the "Act") authorizes the governing body (the "City Council") of the City of Manor, Texas (the "City") to create a public improvement district within the City and its exterritorial jurisdiction; and

**WHEREAS,** on November 7, 2018, the City Council conducted a public hearing to consider a petition received by the City on September 10, 2018, titled "Petition for the Creation of a Public Improvement District to Finance Improvements to Manor Heights," requesting the creation of a public improvement district; and

**WHEREAS,** on November 7, 2018, after due notice and a public hearing, the City Council approved Resolution No. 2018-10 (the "Authorization Resolution"), authorizing, establishing and creating the Manor Heights Public Improvement District (the "District") and determining the advisability of the improvement; and

**WHEREAS,** the City Council authorized additional land to be added to the boundaries of the District pursuant to Resolution No. 2020-11, adopted by the City Council on October 7, 2020; and

**WHEREAS,** the City authorized the creation of the District and the issuance of up to $30,000,000.00 in bonds for the District to finance certain public improvements authorized by the Act for the benefit of the property within the District (the "Authorized Improvements"); and

**WHEREAS**, on May 5, 2021, by Ordinance No. 609, the City Council approved a Service and Assessment Plan (the "Original Service and Assessment Plan") for the District and levied assessments within the Major Improvement Area and Improvement Area #1-2 of the District for the costs of certain public improvements as authorized by the Act; and

**WHEREAS,** the City Council now desires to levy an additional assessment in Improvement Area #4 of the District to finance the costs of the Authorized Improvements constructed for the benefit of Improvement Area #4 of the District (the "Improvement Area #4 Improvements"); and

**WHEREAS,** the anticipated levy and assessment amount for the Improvement Area #4 Improvements is approximately $5,070,000.00, including issuance and required reserves related to the proposed issuance of bonds to fund the construction of the Improvement Area #4 Improvements, and as referenced in Exhibit C of the Preliminary SAP; and

**WHEREAS,** the City Council and the City staff have been presented a "Manor Heights Public Improvement District Preliminary 2024 Amended and Restated Service and Assessment Plan," including the proposed Improvement Area #4 Assessment Roll attached as Exhibit I-1 (the "Proposed Assessment Roll"), dated April 17, 2024 (the "Preliminary SAP"), a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes; and

**WHEREAS,** the Preliminary SAP sets forth the estimated total costs of certain Authorized Improvements to be financed by the District for the development of Improvement Area #4, and the Proposed Assessment Roll states the assessments proposed to be levied against each parcel of land in Improvement Area #4 of the District as determined by the method of assessment and apportionment chosen by the City; and

**WHEREAS,** the Act requires that the Proposed Assessment Roll be filed with the City Secretary of the City (the "City Secretary") and be subject to public inspection; and

**WHEREAS,** the Act requires that a public hearing (the "Assessment Hearing") be called to consider the Preliminary SAP and proposed assessments and requires the City Council to hear and pass on any objections to the Preliminary SAP and proposed assessments at, or on the adjournment of, the Assessment Hearing; and

**WHEREAS,** the Act requires that notice of the Assessment Hearing be mailed to property owners liable for assessment and published in a newspaper of general circulation in the City before the tenth (10th) day before the date of the Assessment Hearing.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS AS FOLLOWS:**

**SECTION 1.** The recitals set forth above in this Resolution are true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

**SECTION 2.** The City Council does hereby accept the Preliminary SAP, dated April 17, 2024, for the District, including the Proposed Assessment Roll, a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Preliminary SAP.

**SECTION 3.** The City Council hereby determines that the total estimated costs of the Improvement Area #4 Improvements are set forth in Exhibit C of the Preliminary SAP, which costs do include the payment of expenses incurred in the administration of the District or related to the issuance of any bonds.

**SECTION 4.** The City Council's final determination and approval of the estimated costs of the Improvement Area #4 Improvements, or any portion thereof, shall be subject to and contingent upon City Council approval of a final 2024 Amended and Restated Service and Assessment Plan which will include the final Improvement Area #4 Assessment Roll, after the properly noticed and held Assessment Hearing.

**SECTION 5.** The Proposed Assessment Roll states the assessment proposed to be levied against each parcel of land in Improvement Area #4 of the District, as determined by the method of assessment chosen by the City in the Authorization Resolution and as more fully described in the Preliminary SAP.

**SECTION 6.** The City Council hereby authorizes and directs the filing of the Proposed Assessment Roll with the City Secretary and the same shall be available for public inspection.

**SECTION 7.** The City Council hereby authorizes and calls a meeting and a public hearing (the Assessment Hearing as defined above) to be held on May 1, 2024 at 7:00 p.m. at City Hall, 105 E. Eggleston Street, Manor, Texas 78653, at which the City Council shall, among other actions, hear and pass on any objections to the proposed assessments; and, upon the adjournment of the Assessment Hearing, the City Council will consider an ordinance levying the assessments as special assessments on property within Improvement Area #4 of the District (which ordinance shall specify the method of payment of the assessments).

**SECTION 8.** The City Council hereby approves of without exception the publication by the City Secretary of the Assessment Hearing to be held on May 1, 2024, in substantially the form attached hereto as **Exhibit B,** in the April 19, 2024 edition of *The Manor Journal*, and incorporated herein for all purposes, a newspaper of general circulation in the City, before the tenth (10th) day before the date of the Assessment Hearing, as required by Section 372.016(b) of the Act.

**SECTION 9.** When the Proposed Assessment Roll is filed with the City Secretary, the City Council hereby authorizes and directs the City Secretary to mail, or cause to be mailed, to owners of property liable for assessment notice of the Assessment Hearing to be held on May 1, 2024, as required by Section 372.016(c) of the Act.

**SECTION 10.** City staff is authorized and directed to take such other actions as are required (including, but not limited to, notice of the public hearing as required by the Texas Open Meetings Act) to place the public hearing on the agenda for the May 1, 2024, meeting of the City Council.

**SECTION 11.** This Resolution shall become effective from and after its date of passage in accordance with law.

[*Remainder of this page intentionally left blank.*]

**PASSED AND APPROVED** on this the 17th day of April 2024.

**THE CITY OF MANOR, TEXAS**

_____
Dr. Christopher Harvey,
Mayor

**ATTEST:**

_____
Lluvia T. Almaraz, TRMC
City Secretary

[SIGNATURE PAGE – COST DETERMINATION RESOLUTION]

# EXHIBIT A

# PRELIMINARY 2024 AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

# Manor Heights
# Public Improvement District

## 2024 AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

APRIL 17, 2024

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# INTRODUCTION

Capitalized terms used in this 2024 Amended and Restated Service and Assessment Plan shall have the meanings given to them in **Section I** unless otherwise defined in this 2024 Amended and Restated Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a "Section" or an "Exhibit" shall be a reference to a Section of this 2024 Amended and Restated Service and Assessment Plan, or an Exhibit attached to and made a part of this 2024 Amended and Restated Service and Assessment Plan for all purposes.

On November 7, 2018, the City passed and approved Resolution No. 2018-10 authorizing the creation of the District in accordance with the PID Act, which authorization was effective upon publication as required by the then-effective provisions of the PID Act. On October 7, 2020, the City authorized additional land to be included within the District pursuant to Resolution No. 2020-11. The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 602.9 acres located within the City, as described by metes and bounds on **Exhibit A-1** and depicted on **Exhibit B-1**.

On May 5, 2021, the City Council passed and approved Ordinance No. 609 authorizing the levy of Assessments on Assessed Property within the District and approving the Original Service and Assessment Plan for the District.

On August 17, 2022, the City Council passed and approved Ordinance No. 668 which approved the 2022 Annual Service Plan update as well as updating the Assessment Rolls for 2022.

On June 21, 2023, the City Council passed and approved Ordinance No. 708 which accepted and approved the 2023 Amended and Restated Service and Assessment Plan. The 2023 Amended and Restated Service and Assessment Plan (1) levied Improvement Area #3 Assessments, (2) incorporated provisions relating to the City's issuance of the Improvement Area #3 Bonds, and (3) updated the Assessment Rolls.

Pursuant to the PID Act, a service and assessment plan must be reviewed and updated at least annually. This document is the 2024 Amended and Restated Service and Assessment Plan, which serves to amend and restate the 2023 Amended and Restated Service and Assessment Plan in its entirety for the purposes of (1) levying Improvement Area #4 Assessments, (2) incorporating provisions relating to the City's issuance of the Improvement Area #4 Bonds, and (3) updating the Assessment Rolls.

The PID Act requires a Service Plan for the District. The Service Plan is contained in **Section IV**.

The PID Act requires that the Service Plan include an Assessment Plan that assesses the Actual Costs of the Authorized Improvements against the District based on the special benefits

conferred on the District by the Authorized Improvements. The Assessment Plan is contained in **Section V**.

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City. The Assessment against each Assessed Property must be sufficient to pay its share of the Actual Costs apportioned to the Assessed Property and cannot exceed the special benefit conferred on the Assessed Property by the Authorized Improvements. The Improvement Area #1 Assessment Roll is included as **Exhibit F-1.** The Improvement Area #2 Assessment Roll is included as **Exhibit G-1.** The Improvement Area #3 Assessment Roll is included as **Exhibit H-1.** The Improvement Area #4 Assessment Roll is included as **Exhibit I-1.** The Major Improvement Area Assessment Roll is included as **Exhibit J-1.**

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## SECTION I: DEFINITIONS

**"2022 Annual Service Plan Update"** means the 2022 Annual Service Plan Update passed and approved by the City Council on August 17, 2022.

**"2023 Amended and Restated Service and Assessment Plan"** means the 2023 Amended and Restated Service and Assessment Plan passed and approved by the City Council on June 21, 2023, by Ordinance No. 708 for the purposes of (1) levying Improvement Area #3 Assessments, (2) incorporating provisions relating to the City's issuance of the Improvement Area #3 Bonds, and (3) updating the Assessment Rolls.

**"2024 Amended and Restated Service and Assessment Plan"** means this 2024 Amended and Restated Service and Assessment Plan passed and approved by the City Council on _____, __, 2024, by Ordinance No. ____, which serves to amend and restate the 2023 Amended and Restated Service and Assessment Plan in its entirety for the purposes of (1) levying the Improvement Area #4 Assessments, (2) incorporating provisions relating to the City's issuance of the Improvement Area #4 Bonds, and (3) updating the Assessment Rolls.

**"Actual Costs"** means, with respect to the Authorized Improvements, the actual costs paid or incurred by or on behalf of the Developer: (1) to plan, design, acquire, construct, install, and dedicate such improvements to the City; (2) to prepare plans, specifications (including bid packages), contracts, and as-built drawings; (3) to obtain zoning, licenses, plan approvals, permits, inspections, and other governmental approvals; (4) for third-party professional consulting services including but not limited to, engineering, surveying, geotechnical, land planning, architectural, landscaping, legal, accounting, and appraisals; (5) of labor, materials, equipment, fixtures, payment and performance bonds and other construction security, and insurance premiums; and (6) to implement, administer, and manage the above-described activities. Actual Costs shall not include general contractor's fees in an amount that exceeds a percentage equal to the percentage of work completed or construction management fees in an amount that exceeds an amount equal to the construction management fee amortized in approximately equal monthly installments over the term of the applicable construction management contract. Amounts expended for costs described in subsection (3), (4), and (6) above shall be excluded from the amount upon which the general contractor and construction management fees are calculated.

**"Additional Interest"** means the amount collected by application of the Additional Interest Rate.

**"Additional Interest Rate"** means the 0.50% additional interest charged on Assessments securing PID Bonds pursuant to Section 372.018 of the PID Act.

**"Administrator"** means the City, or the person or independent firm designated by the City who shall have the responsibility provided in this 2024 Amended and Restated Service and

Assessment Plan, an Indenture, or any other agreement or document approved by the City related to the duties and responsibility of the administration of the District.

**"Annual Collection Costs"** means the actual or budgeted costs and expenses for: (1) the Administrator and City staff; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (5) issuing, paying, and redeeming PID Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with this 2024 Amended and Restated Service and Assessment Plan and the Act with respect to the issuance and sale of PID Bonds, including continuing disclosure requirements; and (8) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

**"Annual Installment"** means the annual installment payment of an Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest.

**"Annual Service Plan Update"** means an update to the Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

**"Appraisal District"** means Travis Central Appraisal District.

**"Assessed Property"** means any Parcel within the District against which an Assessment is levied.

**"Assessment"** means an assessment levied against a Parcel within the District and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on an Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act.

**"Assessment Ordinance"** means an ordinance adopted by the City Council in accordance with the PID Act that levies an Assessment.

**"Assessment Plan"** means the methodology employed to assess the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements, more specifically described in **Section V.**

**"Assessment Roll"** means one or more assessment rolls for the Assessed Property within the District, as updated, modified, or amended from time to time in accordance with the procedures set forth herein, and in the PID Act, including any Annual Service Plan Updates. The Improvement Area #1 Assessment Roll is included as **Exhibit F-1.** The Improvement Area #2 Assessment Roll is included as **Exhibit G-1.** The Improvement Area #3 Assessment Roll is included at **Exhibit H-1.**

The Improvement Area #4 Assessment Roll is included as **Exhibit I-1.** The Major Improvement Area Assessment Roll is included as **Exhibit J-1.**

**"Authorized Improvements"** means improvements authorized by Section 372.003 of the PID Act as described in **Section III** and **Exhibit C** and depicted on **Exhibit M**.

**"Bond Issuance Costs"** means the costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, capitalized interest, reserve fund requirements, underwriter's discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

**"City"** means the City of Manor, Texas.

**"City Council"** means the governing body of the City.

**"County"** means Travis County, Texas.

**"Delinquent Collection Costs"** mean, for a Parcel, interest, penalties, and other costs and expenses authorized by the PID Act that directly or indirectly relate to the collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this 2024 Amended and Restated Service and Assessment Plan, including costs and expenses to foreclose liens.

**"Developer"** means Forestar (USA) Real Estate Group Inc., and any successor and assigns.

**"District"** means the Manor Heights Public Improvement District containing approximately 602.9 acres located within the City and shown on **Exhibit B-1** and more specifically described in **Exhibit A-1.**

**"District Formation Expenses"** means the costs associated with forming the District, including but not limited to 1st year District administration reserves, and any other cost or expense directly associated with the establishment of the District.

**"Estimated Buildout Value"** means the estimated buildout value of an Assessed Property at the time Assessments are levied, and shall be determined by the Administrator and confirmed by the City Council by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other information that may impact value.

**"Improvement Area #1"** means approximately 127.37 acres located within the District, as shown on **Exhibit B-2** and more specifically described in **Exhibit A-2**.

**"Improvement Area #1-2 Bonds"** means those certain "City of Manor, Texas, Special Assessment Revenue Bonds, Series 2021 (Manor Heights Public Improvement District Improvement Area #1-2 Project)", that are secured by Improvement Area #1 Assessments and Improvement Area #2 Assessments.

**"Improvement Area #1 Annual Installment"** means the annual installment payment of the Improvement Area #1 Assessment as calculated by the Administrator and approved by the City Council that includes: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest.

**"Improvement Area #1 Assessed Property"** means any Parcel within Improvement Area #1 against which an Improvement Area #1 Assessment is levied.

**"Improvement Area #1 Assessment"** means an Assessment levied against Improvement Area #1 Assessed Property and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #1 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

**"Improvement Area #1 Assessment Roll"** means the Assessment Roll for the Improvement Area #1 Assessed Property and included in this 2024 Amended and Restated Service and Assessment Plan as **Exhibit F-1,** as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

**"Improvement Area #1 Improvements"** means those Authorized Improvements that only benefit Improvement Area #1, more specifically described in **Section III.B**, and which are to be financed with the proceeds of the Improvement Area #1-2 Bonds.

**"Improvement Area #1 Projects"** means the Improvement Area #1 Improvements and Improvement Area #1's allocable share of the Major Improvements.

**"Improvement Area #2"** means approximately 91.81 acres located within the District, as shown on **Exhibit B-3** and more specifically described in **Exhibit A-3**.

**"Improvement Area #2 Annual Installment"** means the annual installment payment of the Improvement Area #2 Assessment as calculated by the Administrator and approved by the City Council that includes: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest.

**"Improvement Area #2 Assessed Property"** means any Parcel within Improvement Area #2 against which an Improvement Area #2 Assessment is levied.

**"Improvement Area #2 Assessment"** means an Assessment levied against Improvement Area #2 Assessed Property and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #2 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

**"Improvement Area #2 Assessment Roll"** means the Assessment Roll for the Improvement Area #2 Assessed Property and included in this 2024 Amended and Restated Service and Assessment Plan as **Exhibit G-1,** as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

**"Improvement Area #2 Improvements"** means those Authorized Improvements that only benefit Improvement Area #2, and more specifically described in **Section III.C**, and which are to be financed with the proceeds of the Improvement Area #1-2 Bonds.

**"Improvement Area #2 Projects"** means the Improvement Area #2 Improvements and Improvement Area #2's allocable share of the Major Improvements.

**"Improvement Area #3"** means approximately 159.04 acres located within the District, as shown on **Exhibit B-4** and more specifically described in **Exhibit A-4**.

**"Improvement Area #3 Annual Installment"** means the annual installment payment of the Improvement Area #3 Assessment as calculated by the Administrator and approved by the City Council that includes: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest.

**"Improvement Area #3 Assessed Property"** means any Parcel within Improvement Area #3 against which an Improvement Area #3 Assessment is levied.

**"Improvement Area #3 Assessment"** means an Assessment levied against Improvement Area #3 Assessed Property and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #3 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

**"Improvement Area #3 Assessment Roll"** means the Assessment Roll for the Improvement Area #3 Assessed Property and included in this 2024 Amended and Restated Service and Assessment Plan as **Exhibit H-1,** as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

**"Improvement Area #3 Bonds"** means those certain "City of Manor, Texas, Special Assessment Revenue Bonds, Series 2023 (Manor Heights Public Improvement District Improvement Area #3 Project)", that are secured by Improvement Area #3 Assessments.

**"Improvement Area #3 Condominium Parcel"** means all of the area within Improvement Area #3 that is intended to be developed into 106 condominium units, consisting of tax ID 958418 as shown on **Exhibit B-7**.

**"Improvement Area #3 Improvements"** means those Authorized Improvements that only benefit Improvement Area #3, more specifically described in **Section III.D**, and which are to be financed with the proceeds of the Improvement Area #3 Bonds.

**"Improvement Area #4"** means approximately 138.163 acres located within the District, as shown on **Exhibit B-5** and more specifically described in **Exhibit A-5**.

**"Improvement Area #4 Annual Installment"** means the annual installment payment of the Improvement Area #4 Assessment as calculated by the Administrator and approved by the City Council that includes: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest.

**"Improvement Area #4 Assessed Property"** means any Parcel within Improvement Area #4 against which an Improvement Area #4 Assessment is levied.

**"Improvement Area #4 Assessment"** means an Assessment levied against Improvement Area #4 Assessed Property and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #4 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

**"Improvement Area #4 Assessment Roll"** means the Assessment Roll for the Improvement Area #4 Assessed Property and included in this 2024 Amended and Restated Service and Assessment Plan as **Exhibit I-1,** as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

**"Improvement Area #4 Bonds"** means those certain "City of Manor, Texas, Special Assessment Revenue Bonds, Series 2024 (Manor Heights Public Improvement District Improvement Area #4 Project)", that are secured by Improvement Area #4 Assessments.

**"Improvement Area #4 Improvements"** means those Authorized Improvements that only benefit Improvement Area #4, more specifically described in **Section III.E**, and which are to be financed with the proceeds of the Improvement Area #4 Bonds.

**"Indenture"** means an Indenture of Trust entered into in connection with the issuance of PID Bonds, as amended or supplemented from time to time, between the City and a Trustee setting forth terms and conditions related to PID Bonds.

**"Lot"** means (1) for any portion of the District for which a subdivision plat has been recorded in the official public records of the County, a tract of land described as a "lot" in such subdivision plat, and (2) for any portion of the District for which a subdivision plat has not been recorded in the official public records of the County, a tract of land anticipated to be described as a "lot" in a final recorded subdivision plat.

**"Lot Type"** means a classification of final building Lots with similar characteristics (e.g. commercial, light industrial, multi-family, single-family residential, etc.), as determined by the Administrator and confirmed and approved by the City Council. In the case of single-family residential Lots, the Lot Type shall be further defined by classifying the residential Lots by the Estimated Buildout Value of the Lot as determined by the Administrator and confirmed and approved by the City Council.

**"Lot Type 1"** means a Lot within Improvement Area #1 designated as a 50' single-family residential lot by the Owner, as shown on the maps attached in **Exhibit L**.

**"Lot Type 2"** means a Lot within Improvement Area #2 designated as a 50' single-family residential lot by the Owner, as shown on the maps attached in **Exhibit L**.

**"Lot Type 3"** means a Lot within Improvement Area #2 designated as a 55' single-family residential lot by the Owner, as shown on the maps attached in **Exhibit L**.

**"Lot Type 4"** means a Lot within Improvement Area #3 designated as a 50' single-family residential lot by the Owner, as shown on the maps attached in **Exhibit L**.

**"Lot Type 5"** means a Lot within Improvement Area #3 designated as a 55' single-family residential lot by the Owner, as shown on the maps attached in **Exhibit L**.

**"Lot Type 6"** means a Lot within Improvement Area #3 designated as a 60' single-family residential lot by the Owner, as shown on the maps attached in **Exhibit L**.

**"Lot Type 7"** means a Lot within Improvement Area #4 designated as a 50' single-family residential lot by the Owner, as shown on the maps attached in **Exhibit L**.

**"Lot Type 8"** means a Lot within Improvement Area #4 designated as a 55' single-family residential lot by the Owner, as shown on the maps attached in **Exhibit L**.

**"Lot Type 9"** means a Lot within Improvement Area #4 designated as a 60' single-family residential lot by the Owner, as shown on the maps attached in **Exhibit L**.

**"Lot Type 10"** means a Lot within Improvement Area #3 designated as a condominium residential lot by the Owner. All Lot Type 10 condominium residential lots will be contained within tax ID 958418 as shown on **Exhibit B-7**.

**"Major Improvement Area"** means approximately 383.102 acres located within the District, as shown on **Exhibit B-6** and more specifically described in **Exhibit A-6**.

**"Major Improvement Area Annual Installment"** means the annual installment payment of the Major Improvement Area Assessment as calculated by the Administrator and approved by the City Council that includes: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest.

**"Major Improvement Area Assessed Property"** means any Parcel within the Major Improvement Area against which a Major Improvement Area Assessment is levied.

**"Major Improvement Area Assessment"** means an Assessment levied against the Major Improvement Area Assessed Property and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Major Improvement Area Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

**"Major Improvement Area Assessment Roll"** means the Assessment Roll for the Major Improvement Area Assessed Property and included in this 2024 Amended and Restated Service and Assessment Plan as **Exhibit J-1,** as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

**"Major Improvement Area Bonds"** means those certain "City of Manor, Texas, Special Assessment Revenue Bonds, Series 2021 (Manor Heights Public Improvement District Major Improvement Area Project)."

**"Major Improvement Area Projects"** means Major Improvement Area's allocable share of the Major Improvements, District Formation Expenses and Bond Issuance Costs.

**"Major Improvement Area Remainder Parcel"** means all of the area within the Major Improvement Area, save and except all property within Improvement Area #3. Until a plat has been recorded on a property ID within the Major Improvement Area Remainder Parcel, the Major Improvement Area Annual Installment will be allocated to each property ID within the Major Improvement Area Remainder Parcel based on the Appraisal District acreage for billing purposes only.

**"Major Improvements"** means the improvements and associated soft costs that benefit the entire District, and are more specifically described in **Section III.A**.

**"Maximum Assessment"** means, for each Lot within Improvement Area #1, Improvement Area #2, Improvement Area #3, and Improvement Area #4, the amount shown for each Lot Type on **Exhibit K**. The Maximum Assessment shall be reduced annually by the principal portion of the Annual Installment.

**"Non-Benefited Property"** means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements. Property is identified as Non-Benefited Property at the time the Assessments (1) are levied or (2) are reallocated pursuant to a subdivision of a Parcel that receives no benefit.

**"Original Service and Assessment Plan"** means the Service and Assessment Plan passed and approved by City Council on May 5th, 2021, by Ordinance No. 609, which levied Assessments on Assessed Property within the District and approved the Assessment Roll.

**"Owner"** means either Forestar (USA) Real Estate Group Inc., RHOF, LLC or Continental Homes of Texas, L.P. and any successor and assigns.

**"Parcel(s)"** means a property within the District, identified by either a tax map identification number assigned by the Appraisal District for real property tax purposes, by metes and bounds description, or by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means determined by the City.

**"PID Act"** means Chapter 372, Texas Local Government Code, as amended.

**"PID Bonds"** means bonds issued by the City to finance the Actual Costs of the Authorized Improvements including the Improvement Area #1-2 Bonds, the Improvement Area #3 Bonds, the Improvement Area #4 Bonds, and the Major Improvement Area Bonds.

**"Phase 1 Section 1 Final Plat"** means the platted property contained within the Manor Heights Phase 1, Section 1 Final Plat attached hereto as **Appendix A.**

**"Phase 1 Section 1 Final Plat (Manor Heights South)"** means the platted property contained within the Manor Heights South Phase 1, Section 1 Final Plat attached hereto as **Appendix A.**

**"Phase 1 Section 2 Final Plat"** means the platted property contained within the Manor Heights Phase 1, Section 2 Final Plat attached hereto as **Appendix A.**

**"Phase 2 Section 1A Final Plat"** means the platted property contained within the Manor Heights Phase 2, Section 1A Final Plat attached hereto as **Appendix A.**

**"Phase 2 Section 1B Final Plat"** means the platted property contained within the Manor Heights Phase 2, Section 1B Final Plat attached hereto as **Appendix A.**

**"Phase 2 Section 2 Final Plat"** means the platted property contained within the Manor Heights Phase 2, Section 2 Final Plat attached hereto as **Appendix A.**

**"Phase 3 Section 1 Final Plat"** means the platted property contained within the Manor Heights Phase 3, Section 1 Final Plat attached hereto as **Appendix A.**

**"Phase 3 Section 2 Final Plat"** means the platted property contained within the Manor Heights Phase 3, Section 2 Final Plat attached hereto as **Appendix A.**

**"Prepayment"** means the payment of all or a portion of an Assessment before the due date of the final installment thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Annual Installment of the Assessment.

**"Prepayment Costs"** means interest and Annual Collection Costs incurred up to the date of Prepayment.

**"Property ID"** means a unique number assigned to each Parcel by the Appraisal District.

**"Service and Assessment Plan"** means any Service and Assessment Plan as amended, modified, and updated from time to time.

**"Service Plan"** means a plan approved by the City Council that covers a period of at least five years and defines the annual indebtedness and projected costs of the Authorized Improvements, more specifically described in **Section IV**.

**"Trustee"** means a trustee (or successor trustee) under the applicable Indenture.

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## SECTION II: THE DISTRICT

The District includes approximately 602.9 contiguous acres located within the corporate limits of the City, as more particularly described by metes and bounds on **Exhibit A-1** and depicted on **Exhibit B-1.** Development of the District is anticipated to include approximately 1,256 single-family units, 404 condominiums, 68,999 square feet of office space, 17,250 square feet of restaurant space and 150,935 square feet of retail space.

Improvement Area #1 includes approximately 127.37 acres located within the District, as more particularly described by metes and bounds on **Exhibit A-2** and depicted on **Exhibit B-2.** Development of Improvement Area #1 is anticipated to include approximately 264 single-family units.

Improvement Area #2 includes approximately 91.81 acres located within the District, as more particularly described by metes and bounds on **Exhibit A-3** and depicted on **Exhibit B-3.** Development of Improvement Area #2 is anticipated to include approximately 251 single-family units.

Improvement Area #3 includes approximately 159.04 acres located within the District, as more particularly described by metes and bounds on **Exhibit A-4** and depicted on **Exhibit B-4.** Development of Improvement Area #3 is anticipated to include approximately 285 single-family units and 106 condominiums.

Improvement Area #4 includes approximately 138.163 acres located within the District, as more particularly described by metes and bounds on **Exhibit A-5** and depicted on **Exhibit B-5.** Development of Improvement Area #4 is anticipated to include approximately 456 single-family units.

The Major Improvement Area includes approximately 383.102 acres located within the District, as more particularly described by metes and bounds on **Exhibit A-6** and depicted on **Exhibit B-6**. Improvement Area #3 and Improvement Area #4 are contained within the Major Improvement Area. Development of the remainder of the Major Improvement Area is anticipated to include approximately 298 condominiums, 68,999 square feet of office space, 17,250 square feet of restaurant space and 150,935 square feet of retail space.

## SECTION III: AUTHORIZED IMPROVEMENTS

The City Council, based on information provided by the Owner and their engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the

Major Improvements, the Improvement Area #1 Improvements, the Improvement Area #2 Improvements, the Improvement Area #3 Improvements, the Improvement Area #4 Improvements, and District Formation Expenses and Bond Issuance Costs are Authorized Improvements and confer a special benefit on the Assessed Property. The budget for the Authorized Improvements is shown on **Exhibit C**, and maps depicting the Authorized Improvements are shown on **Exhibit M**.

### A. Major Improvements

- *Wastewater Treatment Plant Phase 1*

  Improvements designed and constructed in accordance with 30 TAC Chapter 217 Rules with a nominal treatment capacity of 200,000 gallons per day.

- *Roadway*

  Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways part of the MAD4 collector roads. All related earthwork, excavation, erosion control, demolition and paving are included.

- *Kimbro ROW Acquisition*

  Improvements including easements needed for relocating the existing Manville water line conflicting with Old Kimbro Road widening.

- *Soft Costs*

  Estimated to be 15% of above-described hard costs, inclusive of a 4% construction management fee.

### B. Improvement Area #1 Improvements

- *Water*

  Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide water service to each Lot within Improvement Area #1.

- *Wastewater*

  Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide wastewater service to each Lot within Improvement Area #1.

- *Drainage*

  Improvements including trench excavation and embedment, trench safety, reinforced concrete pipe, manholes, storm outfalls, storm drain inlets, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to ensure proper drainage of the public roadways within Improvement Area #1.

- *Roadway*

  Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways, testing, handicapped ramps, and street lights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included to provide roads to each Lot within Improvement Area #1.

- *Trails*

  Improvements include approximately 5' wide crushed granite trails along the proposed public parkland to be dedicated to the City.

- *Soft Costs*

  Include costs associated with engineering and design of Improvement Area #1 Improvements including permits, fees and fiscals.

**C. Improvement Area #2 Improvements**

- *Water*

  Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide water service to each Lot within Improvement Area #2.

- *Wastewater*

  Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide wastewater service to each Lot within Improvement Area #2.

- *Drainage*

  Improvements including trench excavation and embedment, trench safety, reinforced concrete pipe, manholes, storm outfalls, storm drain inlets, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to ensure proper drainage of the public roadways within Improvement Area #2.

- *Roadway*

  Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways, testing, handicapped ramps, and street lights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included to provide roads to each Lot within Improvement Area #2.

- *Soft Costs*

  Include costs associated with engineering and design of Improvement Area #2 Improvements including permits, fees and fiscals.

**D. Improvement Area #3 Improvements**

- *Water*

  Improvements including trench excavation and embedment, trench safety, PVC piping, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide water service to each Lot within Improvement Area #3.

- *Wastewater*

  Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide wastewater service to each Lot within Improvement Area #3.

- *Drainage*

  Improvements including trench excavation and embedment, trench safety, reinforced concrete pipe, manholes, storm outfalls, storm drain inlets, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to ensure proper drainage of the public roadways within Improvement Area #3.

- *Roadway*

  Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for sidewalks and high modulus mixtures for roadways, testing, handicapped ramps, and street lights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included to provide roads to each Lot within Improvement Area #3.

- *Soft Costs*

  Include costs associated with engineering and design of Improvement Area #3 Improvements including permits, fees and fiscals.

**E. Improvement Area #4 Improvements**

- *Water*

  Improvements including trench excavation and embedment, trench safety, PVC piping, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide water service to each Lot within Improvement Area #4.

- *Wastewater*

  Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide wastewater service to each Lot within Improvement Area #4.

- *Drainage*

  Improvements including trench excavation and embedment, trench safety, reinforced concrete pipe, manholes, storm sewer outfalls and headwalls, storm drain inlets, testing, related earthwork, excavation, and all other necessary appurtenances required to ensure proper drainage within Improvement Area #4.

- *Roadway*

  Improvements including subgrade stabilization, concrete and reinforcing steel for roadways, testing and handicapped ramps. All related earthwork, excavation, retaining walls, intersections, signage, and re-vegetation of all disturbed areas within the right-of-way are included to provide roads to each Lot within Improvement Area #4.

- *Soft Costs*

  Include costs associated with engineering and design of Improvement Area #4 Improvements including permits, fees, and fiscals.

**F. Bond Issuance Costs**

- *Debt Service Reserve Fund*

  Equals the amount required to fund a reserve under an applicable Indenture.

- *Capitalized Interest*

  Equals the amount of capitalized interest available for payment of interest on PID Bonds

as reflected in an applicable Indenture.

- *Underwriter's Discount*

  Equals a percentage of the par amount of a particular series of PID Bonds and includes a fee for underwriter's counsel.

- *Cost of Issuance*

  Costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

### G. District Formation Expenses

Costs associated with forming the District, including but not limited to 1st year District administration reserves, and any other cost or expense directly associated with the establishment of the District.

## SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan must be reviewed and updated, at least annually, and approved by the City Council. **Exhibit D** summarizes the Service Plan for the District.

**Exhibit E** summarizes the sources and uses of funds required to construct the Authorized Improvements and pay the District Formation and Bond Issuance Costs. The sources and uses of funds shown on **Exhibit E** shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and Actual Costs.

## SECTION V: ASSESSMENT PLAN

The PID Act allows the City Council to apportion the costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City Council, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City Council that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance reasonable classifications and formulas for the apportionment of the cost between the municipality or the

City and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Owner and all future owners and developers of the Assessed Property.

### A. Assessment Methodology

The City Council, acting in its legislative capacity based on information provided by the Owner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the Authorized Improvements shall be allocated as follows:

- Major Improvements shall be allocated between the Major Improvement Area, Improvement Area #1, and Improvement Area #2 pro rata based on estimated buildout value, as shown on **Exhibit O**.
- The Improvement Area #1 Improvements were allocated entirely to the Improvement Area #1 Assessed Property.
- The Improvement Area #2 Improvements were allocated entirely to the Improvement Area #2 Assessed Property.
- The Improvement Area #3 Improvements were allocated entirely to the Improvement Area #3 Assessed Property.
- The Improvement Area #4 Improvements are allocated entirely to the Improvement Area #4 Assessed Property.

### B. Assessments

Improvement Area #1 Assessments were levied on the Improvement Area #1 Assessed Property as shown on the Improvement Area #1 Assessment Roll, attached hereto as **Exhibit F-1**. The projected Improvement Area #1 Annual Installments are shown on **Exhibit F-2**, subject to revisions made during any Annual Service Plan Update.

Improvement Area #2 Assessments were levied on the Improvement Area #2 Assessed Property as shown on the Improvement Area #2 Assessment Roll, attached hereto as **Exhibit G-1**. The projected Improvement Area #2 Annual Installments are shown on **Exhibit G-2**, subject to revisions made during any Annual Service Plan Update.

Improvement Area #3 Assessments were levied on the Improvement Area #3 Assessed Property as shown on the Improvement Area #3 Assessment Roll, attached hereto as **Exhibit H-1**. The projected Improvement Area #3 Annual Installments are shown on **Exhibit H-2** and **Exhibit H-3**, subject to revisions made during any Annual Service Plan Update.

Improvement Area #4 Assessments are levied on the Improvement Area #4 Assessed Property as shown on the Improvement Area #4 Assessment Roll, attached hereto as **Exhibit I-1**. The projected Improvement Area #4 Annual Installments are shown on **Exhibit I-2** and **Exhibit I-3**, subject to revisions made during any Annual Service Plan Update.

Major Improvement Area Assessments were levied on the Major Improvement Area Assessed Property as shown on the Major Improvement Area Assessment Roll, attached hereto as **Exhibit J-1**. The projected Major Improvement Area Annual Installments are shown on **Exhibit J-2**, subject to revisions made during any Annual Service Plan Update.

Upon subdivisions of Assessed Property within an Improvement Area by final plat, the Maximum Assessment for each Lot Type is shown on **Exhibit K**. In no case will the Assessment for any Lot Type exceed the Maximum Assessment.

### C. Findings of Special Benefit

The City Council, acting in its legislative capacity based on information provided by the Owner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has found and determined:

- *Improvement Area #1*

  1. The costs of Improvement Area #1 Projects, District Formation Expenses and Bond Issuance Costs equal $8,626,986, as shown on **Exhibit C**; and

  2. The Improvement Area #1 Assessed Property receives special benefit from Improvement Area #1 Projects, District Formation Expenses and Bond Issuance Costs equal to or greater than the Actual Costs of the Improvement Area #1 Projects and District Formation Expenses and Bond Issuance Costs; and

  3. The Improvement Area #1 Assessed Property was allocated 100% of the Improvement Area #1 Assessments levied on the Improvement Area #1 Assessed Property for Improvement Area #1 Projects, District Formation Expenses and Bond Issuance Costs, which equal $3,735,156, of which $3,565,647.30 remains outstanding, as shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit F-1**; and

  4. The special benefit (≥ $8,626,986) received by the Improvement Area #1 Assessed Property from Improvement Area #1 Projects, District Formation Expenses and Bond Issuance Costs is equal to or greater than the amount of the Improvement Area #1 Assessments ($3,735,156) levied on the Improvement Area #1 Assessed Property; and

  5. At the time the City Council approved the Assessment Ordinance levying the Improvement Area #1 Assessments, the Owner owned 100% of the Improvement Area #1 Assessed Property. The Owner acknowledged that Improvement Area #1 Projects, District Formation Expenses and Bond Issuance Costs confer a special benefit

on the Improvement Area #1 Assessed Property and consented to the imposition of the Improvement Area #1 Assessments to pay for Improvement Area #1 Projects, District Formation Expenses and Bond Issuance Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Improvement Area #1 Assessments on the Improvement Area #1 Assessed Property.

- *Improvement Area #2*

1. The costs of Improvement Area #2 Projects, District Formation Expenses and Bond Issuance Costs equal $10,448,125, as shown on **Exhibit C**; and
2. The Improvement Area #2 Assessed Property receives special benefit from Improvement Area #2 Projects, District Formation Expenses and Bond Issuance Costs equal to or greater than the Actual Costs of the Improvement Area #2 Projects, District Formation Expenses and Bond Issuance Costs; and
3. The Improvement Area #2 Assessed Property was allocated 100% of the Improvement Area #2 Assessments levied on the Improvement Area #2 Assessed Property for Improvement Area #2 Projects, District Formation Expenses and Bond Issuance Costs, which equal $3,569,844, of which $3,380,122.32 remains outstanding, as shown on the Improvement Area #2 Assessment Roll attached hereto as **Exhibit G-1**; and
4. The special benefit (≥ $10,448,125) received by the Improvement Area #2 Assessed Property from Improvement Area #2 Projects, District Formation Expenses and Bond Issuance Costs is equal to or greater than the amount of the Improvement Area #2 Assessments ($3,569,844) levied on the Improvement Area #2 Assessed Property; and
5. At the time the City Council approved the Assessment Ordinance levying the Improvement Area #2 Assessments, the Owner owned 100% of the Improvement Area #2 Assessed Property. The Owner acknowledged that Improvement Area #2 Projects, District Formation Expenses and Bond Issuance Costs confer a special benefit on the Improvement Area #2 Assessed Property and consented to the imposition of the Improvement Area #2 Assessments to pay for Improvement Area #2 Projects, District Formation Expenses and Bond Issuance Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Improvement Area #2 Assessments on the Improvement Area #2 Assessed Property.

- *Improvement Area #3*

  1. The costs of Improvement Area #3 Improvements and Bond Issuance Costs equal $11,358,424, as shown on **Exhibit C**; and

  2. The Improvement Area #3 Assessed Property receives special benefit from Improvement Area #3 Improvements and Bond Issuance Costs equal to or greater than the Actual Costs of the Improvement Area #3 Improvements and Bond Issuance Costs; and

  3. The Improvement Area #3 Assessed Property is allocated 100% of the Improvement Area #3 Assessments levied on the Improvement Area #3 Assessed Property for the Improvement Area #3 Improvements and Bond Issuance costs, which equal $4,280,000, of which $4,245,000.00 remains outstanding, as shown on the Improvement Area #3 Assessment Roll attached hereto as **Exhibit H-1**; and

  4. The special benefit (≥ $11,358,424) received by the Improvement Area #3 Assessed Property from Improvement Area #3 Improvements and Bond Issuance Costs is equal to or greater than the amount of the Improvement Area #3 Assessments ($4,280,000) levied on the Improvement Area #3 Assessed Property; and

  5. At the time the City Council approved the Assessment Ordinance levying the Improvement Area #3 Assessments, the Owner owned 100% of the Improvement Area #3 Assessed Property. The Owner acknowledged that Improvement Area #3 Improvements and Bond Issuance Costs confer a special benefit on the Improvement Area #3 Assessed Property and consented to the imposition of the Improvement Area #3 Assessments to pay for the Improvement Area #3 Improvements and Bond Issuance Costs. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the 2023 Amended and Restated Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Improvement Area #3 Assessments on the Improvement Area #3 Assessed Property.

- *Improvement Area #4*

  1. The costs of Improvement Area #4 Improvements and Bond Issuance Costs equal $15,326,390, as shown on **Exhibit C**; and

  2. The Improvement Area #4 Assessed Property receives special benefit from Improvement Area #4 Improvements and Bond Issuance Costs equal to or greater than the Actual Costs of the Improvement Area #4 Improvements and Bond Issuance Costs; and

3. The Improvement Area #4 Assessed Property is allocated 100% of the Improvement Area #4 Assessments levied on the Improvement Area #4 Assessed Property for the Improvement Area #4 Improvements and Bond Issuance Costs, which equal $5,070,000, as shown on the Improvement Area #4 Assessment Roll attached hereto as **Exhibit I-1**; and

4. The special benefit (≥ $15,326,390) received by the Improvement Area #4 Assessed Property from Improvement Area #4 Improvements and Bond Issuance Costs is equal to or greater than the amount of the Improvement Area #4 Assessments ($5,070,000) levied on the Improvement Area #4 Assessed Property; and

5. At the time the City Council approved the Assessment Ordinance levying the Improvement Area #4 Assessments, the Owner owned 100% of the Improvement Area #4 Assessed Property. The Owner acknowledged that Improvement Area #4 Improvements and Bond Issuance Costs confer a special benefit on the Improvement Area #4 Assessed Property and consented to the imposition of the Improvement Area #4 Assessments to pay for the Improvement Area #4 Improvements and Bond Issuance Costs. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) this 2024 Amended and Restated Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Improvement Area #4 Assessments on the Improvement Area #4 Assessed Property.

- *Major Improvement Area*

1. The costs of the Major Improvement Area Projects, District Formation Expenses and Bond Issuance Costs equal $8,111,777, as shown on **Exhibit C**; and

2. The Major Improvement Area Assessed Property receives special benefit from the Major Improvement Area Projects, District Formation Expenses and Bond Issuance Costs equal to or greater than the Actual Costs of the Major Improvement Area Projects, District Formation Expenses and Bond Issuance Costs; and

3. The Major Improvement Area Assessed Property was allocated 100% of the Major Improvement Area Assessments levied on the Major Improvement Area Assessed Property for the Major Improvement Area Projects, District Formation Expenses and Bond Issuance Costs, which equal $8,080,000, of which $7,775,000.00 remains outstanding, as shown on the Major Improvement Area Assessment Roll attached hereto as **Exhibit J-1**; and

4. The special benefit (≥ $8,111,777) received by the Major Improvement Area Assessed Property from the Major Improvement Area Projects, District Formation Expenses and

Bond Issuance Costs is equal to or greater than the amount of the Major Improvement Area Assessments ($8,080,000) levied on the Major Improvement Area Assessed Property; and

5. At the time the City Council approved the Assessment Ordinance levying the Major Improvement Area Assessments, the Owner owned 100% of the Major Improvement Area Assessed Property. The Owner acknowledged that the Major Improvement Area Projects, District Formation Expenses and Bond Issuance Costs confers a special benefit on the Major Improvement Area Assessed Property and consented to the imposition of the Major Improvement Area Assessments to pay for the Major Improvement Area Projects, District Formation Expenses and Bond Issuance Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Major Improvement Area Assessments on the Major Improvement Area Assessed Property.

### D. Annual Collection Costs

The Annual Collection Costs shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Assessed Property. The Annual Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on Actual Costs incurred in Annual Service Plan Updates.

### E. Additional Interest

The interest rate on Assessments levied on the Assessed Property to pay the PID Bonds may exceed the interest rate on the PID Bonds by the Additional Interest Rate. Interest at the rate of the PID Bonds and the Additional Interest Rate shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture.

## SECTION VI: TERMS OF THE ASSESSMENTS

### A. Reallocation of Assessments

*1. Upon Division Prior to Recording of Subdivision Plat*

Upon the division of any Assessed Property (without the recording of subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

A = B x (C ÷ D)

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

C = the Estimated Buildout Value of the newly divided Assessed Property

D = the sum of the Estimated Buildout Value for all of the newly divided Assessed Properties

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this 2024 Amended and Restated Service and Assessment Plan approved by the City Council.

*2. Upon Subdivision by a Recorded Subdivision Plat*

Upon the subdivision of any Assessed Property based on a recorded subdivision plat and a Property ID has been assigned by the Appraisal District, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots based on Estimated Buildout Value according to the following formula:

A = [B x (C ÷ D)]/E

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot

B = the Assessment for the Parcel prior to subdivision

C = the sum of the Estimated Buildout Value of all newly subdivided Lots with same Lot Type

D = the sum of the Estimated Buildout Value for all of the newly subdivided Lots excluding Non-Benefited Property

E= the number of Lots with same Lot Type

Prior to the recording of a subdivision plat, the Owner shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat considering factors such as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, discussions with homebuilders, and any other factors that may impact value. The calculation of the estimated average buildout value for a Lot shall be performed by the Administrator and confirmed by the City Council based on information provided by the Owner,

homebuilders, third party consultants, and/or the official public records of the County regarding the Lot.

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this 2024 Amended and Restated Service and Assessment Plan approved by the City Council.

*3. Upon Consolidation*

If two or more Lots or Parcels are consolidated, the Administrator shall allocate the Assessments against the Lots or Parcels before the consolidation to the consolidated Lot or Parcel, which allocation shall be approved by the City Council in the next Annual Service Plan Update.

### B. True-Up of Assessments if Maximum Assessment Exceeded

Prior to the approval of a final subdivision plat, the Administrator shall certify that the final plat will not cause the Assessment for any Lot Type to exceed the Maximum Assessment. If the subdivision of any Assessed Property by a final subdivision plat causes the Assessment per Lot for any Lot Type to exceed the applicable Maximum Assessment for such Lot Type, the Owner must partially prepay the Assessment for each Assessed Property that exceeds the applicable Maximum Assessment for such Lot Type in an amount sufficient to reduce the Assessment to the applicable Maximum Assessment for such Lot Type. The City's approval of a final subdivision plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay such Assessments.

### C. Mandatory Prepayment of Assessments

If Assessed Property is transferred to a person or entity that is exempt from payment of the Assessment, the owner transferring the Assessed Property shall pay to the Administrator the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the transfer. If the owner of the Assessed Property causes the Assessed Property to become Non-Benefited Property, the owner causing the change in status shall pay the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the change in status.

### D. Reduction of Assessments

If as a result of cost savings or an Authorized Improvement not being constructed, the Actual Costs of completed Authorized Improvements are less than the Assessments, the City Council

shall reduce each Assessment on a pro-rata basis such that the sum of the resulting reduced Assessments for all Assessed Properties equals the reduced Actual Costs. Excess PID Bond proceeds shall be applied to redeem outstanding PID Bonds. The Assessments shall not, however, be reduced to an amount less than the outstanding PID Bonds.

The Administrator shall update (and submit to the City Council for review and approval as part of the next Annual Service Plan Update) the Assessment Roll and corresponding Annual Installments to reflect the reduced Assessments.

### E. Prepayment of Assessments

The owner of the Assessed Property may pay, at any time, all or any part of an Assessment in accordance with the PID Act. Interest costs from the date of prepayment to the date of redemption of the applicable PID Bonds, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If an Assessment is paid in full, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced to zero and the Assessment Roll to be revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate; and (4) the City shall provide the owner with a recordable "Notice of PID Assessment Lien Termination," a form of which is attached hereto as **Exhibit N**.

If an Assessment is paid in part, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced and the Assessment Roll revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment and corresponding Annual Installments shall be reduced to the extent of the prepayment made.

### F. Prepayment as a Result of Eminent Domain Proceeding or Taking

Subject to applicable law, if any portion of any Parcel of Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a **"Taking"**), the portion of the Assessed Property that was taken or transferred (the **"Taken Property"**) shall be reclassified as Non-Benefited Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken

Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property) (the **"Remaining Property"**), following the reclassification of the Taken Property as Non-Benefited Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner of the Remaining Property will remain liable to pay in Annual Installments, or payable as otherwise provided by this 2024 Amended and Restated Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the Maximum Assessment, the owner of the Remaining Property will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed the Maximum Assessment, in which case the Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the City receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against the amount of prepayment, with any remainder credited against the assessment on the Remainder Property.

In all instances the Assessment remaining on the Remaining Property shall not exceed the Maximum Assessment.

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a $100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefited Property and the remaining 90 acres of Remaining Property shall be subject to the $100 Assessment, (provided that this $100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the $100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment on the Remaining Property by $10, then the owner shall be required to pay $10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to be $90.

Notwithstanding the previous paragraphs in this subsection, if the owner of the Taken Property notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value requirement, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment to the Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirement. Said owner will remain liable to pay the Annual Installments on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this subsection, the Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirement on all outstanding PID Bonds.

### G. Payment of Assessment in Annual Installments

**Exhibit F-2** shows the projected Improvement Area #1 Annual Installments. **Exhibit G-2** shows the projected Improvement Area #2 Annual Installments. **Exhibit H-2** shows the projected Improvement Area #3 Annual Installments for the Improvement Area #3 Bonds. **Exhibit H-3** shows the projected Improvement Area #3 Annual Installments for the Improvement Area #3 Bonds and the allocable share of Major Improvement Area Bonds for Improvement Area #3. **Exhibit I-2** shows the projected Improvement Area #4 Annual Installments for the Improvement Area #4 Bonds. **Exhibit I-3** shows the projected Improvement Area #4 Annual Installments for the Improvement Area #4 Bonds and the allocable share of Major Improvement Area Bonds for Improvement Area #4. **Exhibit J-2** shows the projected Major Improvement Area Annual Installments.

Assessments that are not paid in full shall be due and payable in Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update. Until a plat has been recorded on a Parcel and a Property ID has been assigned by the Appraisal District within Improvement Area #1, Improvement Area #2, Improvement Area #3, Improvement Area #4 or the Major Improvement Area, the Annual Installment will be allocated to each Property ID within the Improvement Area #1 Assessed Property, Improvement Area #2 Assessed Property, Improvement Area #3 Assessed Property, Improvement Area #4 Assessed Property, and Major Improvement Area Assessed Property, respectively, based on the Appraisal District acreage for billing purposes only.

The Administrator shall prepare and submit to the City Council for its review and approval, with a copy provided to the Developer contemporaneously therewith, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. Annual Collection Costs shall be allocated equally among Parcels for which the Assessments remain unpaid. Annual Installments shall be collected in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes for the City. The City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the PID Act.

Sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed

Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay the non-delinquent Annual Installments as they become due and payable.

The City reserves the right to refund PID Bonds in accordance with the PID Act and the applicable Indenture. In the event of a refunding, the Administrator shall recalculate the Annual Installments so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute "PID Bonds."

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments shall be due when billed and shall be delinquent if not paid prior to February 1, 2025.

## SECTION VII: ASSESSMENT ROLL

The Improvement Area #1 Assessment Roll is attached as **Exhibit F-1**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Improvement Area #1 Assessment Roll and Improvement Area #1 Annual Installments for each Parcel within the Improvement Area #1 Assessed Property as part of each Annual Service Plan Update.

The Improvement Area #2 Assessment Roll is attached as **Exhibit G-1**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Improvement Area #2 Assessment Roll and Improvement Area #2 Annual Installments for each Parcel within the Improvement Area #2 Assessed Property as part of each Annual Service Plan Update.

The Improvement Area #3 Assessment Roll is attached as **Exhibit H-1**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Improvement Area #3 Assessment Roll and Improvement Area #3 Annual Installments for each Parcel within the Improvement Area #3 Assessed Property as part of each Annual Service Plan Update.

The Improvement Area #4 Assessment Roll is attached as **Exhibit I-1**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Improvement Area #4 Assessment Roll and Improvement Area #4 Annual Installments for each Parcel within the Improvement Area #4 Assessed Property as part of each Annual Service Plan Update.

The Major Improvement Area Assessment Roll is attached as **Exhibit J-1**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Major Improvement Area Assessment Roll and Major Improvement Area Annual Installments for each Parcel within the Major Improvement Area Assessed Property as part of each Annual Service Plan Update.

## SECTION VIII: ADDITIONAL PROVISIONS

### A. Calculation Errors

If the owner of a Parcel claims that an error has been made in any calculation required by this 2024 Amended and Restated Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator by December 1st of each year following City Council approval of the calculation; otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. Upon receipt of a written notice of error from an owner the Administrator shall provide a written response to the City Council and the owner within 30 days of such referral. The City Council shall consider the owner's notice of error and the Administrator's response at a City Council meeting, and within 30 days after closing such meeting, the City Council shall make a final determination as to whether or not an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this 2024 Amended and Restated Service and Assessment Plan, the applicable ordinance authorizing the PID Bonds, or the Indenture, or is otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

### B. Amendments

Amendments to this 2024 Amended and Restated Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this 2024 Amended and Restated Service and Assessment Plan may be amended without notice to owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this 2024 Amended and Restated Service and Assessment Plan.

### C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this 2024 Amended and Restated Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this 2024 Amended

and Restated Service and Assessment Plan. Interpretations of this 2024 Amended and Restated Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners or developers adversely affected by the interpretation. Appeals shall be decided at a meeting of the City Council during which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the owners and developers and their successors and assigns.

### D. Form of Buyer Disclosure

Per Section 5.014 of the Texas Property Code, as amended, this 2024 Amended and Restated Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the District. The buyer disclosures are attached hereto in **Exhibit T-1, Exhibit T-2, Exhibit T-3, Exhibit T-4, Exhibit T-5, Exhibit T-6, Exhibit T-7, Exhibit T-8, Exhibit T-9,** and **Exhibit T-10.** Within seven days of approval by the City Council, the City shall file and record in the real property records of the County the executed ordinance approving this 2024 Amended and Restated Service and Assessment Plan, or any future Annual Service Plan Updates. The executed ordinance, including any attachments, approving this 2024 Amended and Restated Service and Assessment Plan or any future Annual Service Plan Updates shall be filed and recorded in the real property records of the County in its entirety.

### E. Severability

If any provision of this 2024 Amended and Restated Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

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# LIST OF EXHIBITS

The following Exhibits are attached to and made a part of this 2024 Amended and Restated Service and Assessment Plan for all purposes:

| | |
|---|---|
| **Exhibit A-1** | District Legal Description |
| **Exhibit A-2** | Improvement Area #1 Legal Description |
| **Exhibit A-3** | Improvement Area #2 Legal Description |
| **Exhibit A-4** | Improvement Area #3 Legal Description |
| **Exhibit A-5** | Improvement Area #4 Legal Description |
| **Exhibit A-6** | Major Improvement Area Legal Description |
| **Exhibit B-1** | District Boundary Map |
| **Exhibit B-2** | Improvement Area #1 Boundary Map |
| **Exhibit B-3** | Improvement Area #2 Boundary Map |
| **Exhibit B-4** | Improvement Area #3 Boundary Map |
| **Exhibit B-5** | Improvement Area #4 Boundary Map |
| **Exhibit B-6** | Major Improvement Area Boundary Map |
| **Exhibit B-7** | Improvement Area #3 Condominium Parcel Map |
| **Exhibit C** | Authorized Improvements |
| **Exhibit D** | Service Plan |
| **Exhibit E** | Sources and Uses |
| **Exhibit F-1** | Improvement Area #1 Assessment Roll |
| **Exhibit F-2** | Improvement Area #1 Annual Installment Schedule |
| **Exhibit G-1** | Improvement Area #2 Assessment Roll |
| **Exhibit G-2** | Improvement Area #2 Annual Installment Schedule |
| **Exhibit H-1** | Improvement Area #3 Assessment Roll |
| **Exhibit H-2** | Improvement Area #3 Bonds Annual Installment Schedule |
| **Exhibit H-3** | Improvement Area #3 Total Annual Installment Schedule |
| **Exhibit I-1** | Improvement Area #4 Assessment Roll |
| **Exhibit I-2** | Improvement Area #4 Bonds Annual Installment Schedule |
| **Exhibit I-3** | Improvement Area #4 Total Annual Installment Schedule |

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|---|---|
| **Exhibit J-1** | Major Improvement Area Assessment Roll |
| **Exhibit J-2** | Major Improvement Area Annual Installment Schedule |
| **Exhibit K** | Maximum Assessment Per Lot Type |
| **Exhibit L** | Lot Type Classification Maps |
| **Exhibit M** | Maps of Authorized Improvements |
| **Exhibit N** | Notice of PID Assessment Lien Termination |
| **Exhibit O** | Estimated Buildout Value for Major Improvement Area, Improvement Area #1, Improvement Area #2, Improvement Area #3, and Improvement Area #4 |
| **Exhibit P** | Improvement Area #1-2 Bond Debt Service Schedule |
| **Exhibit Q** | Improvement Area #3 Bond Debt Service Schedule |
| **Exhibit R** | Improvement Area #4 Bond Debt Service Schedule |
| **Exhibit S** | Major Improvement Area Bond Debt Service Schedule |
| **Exhibit T-1** | Lot Type 1 Buyer Disclosure |
| **Exhibit T-2** | Lot Type 2 Buyer Disclosure |
| **Exhibit T-3** | Lot Type 3 Buyer Disclosure |
| **Exhibit T-4** | Lot Type 4 Buyer Disclosure |
| **Exhibit T-5** | Lot Type 5 Buyer Disclosure |
| **Exhibit T-6** | Lot Type 6 Buyer Disclosure |
| **Exhibit T-7** | Lot Type 7 Buyer Disclosure |
| **Exhibit T-8** | Lot Type 8 Buyer Disclosure |
| **Exhibit T-9** | Lot Type 9 Buyer Disclosure |
| **Exhibit T-10** | Lot Type 10 Buyer Disclosure |
| **Exhibit U** | Improvement Area #3 Engineering Report |
| **Exhibit V** | Improvement Area #4 Engineering Report |

# APPENDICES

The following Appendices are attached to and made a part of this 2024 Amended and Restated Service and Assessment Plan for all purposes:

**Appendix A** Final Plats within the District

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# EXHIBIT A-1 – DISTRICT LEGAL DESCRIPTION

**Exhibit A**
**The Property**

90.089 ACRES OUT OF THE A.C. CALDWELL SURVEY, ABSTRACT NUMBER 154, TRAVIS COUNTY, TEXAS AND BEING THE TRACTS OF LAND CONVEYED TO RHOF, LLC, A TEXAS LIMITED LIABILITY COMPANY, PER DEED RECORDED AS DOCUMENT NO.2017194263 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

44.0347 ACRES OF LAND LOCATED IN THE A.C. CALDWELL SURVEY, ABSTRACT NUMBER 154, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN CALLED 180.83 ACRES OF LAND CONVEYED TO ALMA JUANITA MEIER, AS DESCRIBED IN VOLUME 11376, PAGE 676, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

267.972 ACRES OF LAND LOCATED IN THE LEMUEL KIMBRO SURVEY, ABSTRACT NUMBER 456 AND THE A.C. CALDWELL SURVEY, ABSTRACT NUMBER 154, TRAVIS COUNTY, TEXAS AND BEING THE SAME 267.972 ACRE TRACT OF LAND CONVEYED TO SKY VILLAGE KIMBRO ESTATES, LLC, AS DESCRIBED IN DOCUMENT NUMBER 2016214460, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

(35.626 AC) LOT 2, J.F. NAGLE ESTATES, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NO. 199900207, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, TOGETHER WITH A NON-EXCLUSIVE 60 FOOT WIDE ACCESS AND PUBLIC UTILITY EASEMENT AS CREATED AND MORE PARTICULARLY DESCRIBED IN THAT DECLARATION OF ACCESS AND PUBLIC UTILITY EASEMENT RECORDED IN DOCUMENT NO. 1999058184, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, BEING THE SAME 35.626 ACRES CONVYED TO SKY VILLAGE KIMBRO ESTATES, LLC, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

3.469 ACRES OF LAND LOCATED IN THE LEMUEL KIMBRO SURVEY, ABSTRACT NUMBER 456, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO SKY VILLAGE KIMBRO ESTATES, LLC, AS RECORDED IN 2017157471 OF THE OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS

157.9603 ACRES OUT OF THE A.C. CALDWELL SURVEY NO.52, ABSTRACT 154 AND THE LEMUEL KIMBRO SURVEY NO.64, ABSTRACT 456, AND BEING THE TRACTS OF LAND CONVEYED TO KIMBRO ROAD ESTATES, LP PER DEED RECORDED AS DOCUMENT NO.201780865 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

**A METES AND BOUNDS**
**DESCRIPTION OF A**
**3.700 ACRE RIGHT-OF-WAY OF LAND**

**BEING** a 3.700 acre (161,158 square feet) tract of land situated in the A.C. Caldwell Survey No. 52, Abstract No. 154, City of Manor, Travis County, Texas; and being a portion of Old Kimbro Road (80 feet wide); and being more particularly described as follows:

**COMMENCING**, at a 1/2-inch iron rod with a plastic cap stamped "KHA" found on the southerly right-of-way line of said Old Kimbro Road marking the northwest corner of a called 51.533 acre tract of land described in instrument to Chau Dinh and Kim Pham recorded in Document No. 2014139510 of the Official Public Records of Travis County, same being the northeast corner of a called 90.0886 acre tract of land described in instrument to RHOF, LLC recorded in Document No. 2017194263 of the Official Public Records of Travis County;

**THENCE**, North 85°48'57" West, 846.55 feet, along the southerly right-of-way line of Old Kimbro Road and the north line of said 90.0886 acre tract to the **POINT OF BEGINNING** of the herein described tract;

**THENCE**, continuing along the southerly right-of-way of said Old Kimbro Road and along the north line of said 90.0886 acre tract the following two (2) courses and distances:

1. North 85°48'57" West, 1629.02 feet to an iron rod with plastic cap stamped "KHA" found for a point of curvature;
2. in a southwesterly direction, along a tangent curve to the left, a central angle of 43°49'58", a radius of 533.10 feet, a chord bearing and distance of South 72°20'04" West, 397.96 feet, and a total arc length of 407.84 feet to a point for corner;

**THENCE**, departing the north line of said 90.0886 acre tract and crossing said Old Kimbro Road the following two (2) courses and distances:

1. North 40°17'42" West, 46.07 feet to a point for corner;
2. North 61°40'04" West, 35.46 feet to a 5/8-iron rod found on the northerly right-of-way line of said Old Kimbro Road marking the southwest corner of a called 157.9603 acre tract of land described in instrument to RHOF, LLC recorded in Document No. 2017180865 of the Official Public Records of Travis County;

**THENCE**, along the northerly right-of-way line of said Old Kimbro Road and along the south line of said 157.9603 acre tract the following three (3) courses and distances:

1. in a northeasterly direction, along a non-tangent curve to the right, a central angle of 36°32'19", a radius of 613.14 feet, a chord bearing and distance of North 68°23'46" East, 384.42 feet, and a total arc length of 391.01 feet to a 1/2-iron rod found for a point for corner;
2. in a northeasterly direction, along a non-tangent curve to the right, a central angle of 7°10'29", a radius of 1407.07 feet, a chord bearing and distance of South 89°23'14" East, 176.08 feet, and a total arc length of 176.20 feet to a concrete monument found for a point of tangency;
3. South 85°54'35" East, 1541.16 feet to a point for corner;

**THENCE**, South 4°11'03" West, 80.00 feet departing the south line of said 157.9603 acre tract and crossing said Old Kimbro Road to the **POINT OF BEGINNING**, and containing 3.700 acres of right-of-way in Travis County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD'83). All distances are on the surface and shown in U.S. Survey Feet. To convert grid distances to grid, apply the combined SURFACE to GRID scale factor of 0.99992097045. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.




ABEL P. STENDAHL
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6754
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
abel.stendahl@kimley-horn.com

**EXHIBIT OF A 3.700 ACRE RIGHT-OF-WAY TO BE RELEASED**
A.A. CALDWELL SURVEY NO.52,
ABSTRACT NO. 154
TRAVIS COUNTY, TEXAS

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

| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|---|---|---|---|---|---|
| N/A | DJG | APS | 9/3/2020 | 069255703 | 1 OF 2 |

STENDAHL, ABEL 9/3/2020 10:57 AM K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255703-MANOR HTS PHASE 2\DWG\EXHIBITS\3.700AC RIGHT OF WAY RELEASE.DWG

# EXHIBIT A-2 – IMPROVEMENT AREA #1 LEGAL DESCRIPTION

Being 127.37 acres of land located in the A.C Caldwell Survey No. 52, Abstract No. 154, and being all of that 110.524 acre tract of land located in the A.C Caldwell Survey No. 52, Abstract No. 154, described in the Manor Heights South Phase 1 Section 1 Final Plat, recorded in Document No. 202100001 Official Public Records of Travis County, and being a portion of that certain 267.942 acre tract of land located in the A.C Caldwell Survey No. 52, Abstract No. 154, City of Manor, Travis County, Texas, conveyed to Forestar (USA) Real Estate Group Inc., as described in Document No. 2019171724, corrected in Document No. 2019176020, Official Public Records of Travis County, Texas.

# EXHIBIT A-3 – IMPROVEMENT AREA #2 LEGAL DESCRIPTION

Being 91.81 acres of land located in the A.C Caldwell Survey No.52, Abstract No.154, and the Lemuel Kimbro Survey No.64, Abstract No.456, City of Manor, Travis County Texas, and being portion of that certain tract or parcel of land containing 90.089 acres located in the A.C. Caldwell Survey No.52 , Abstract No. 154, described in instrument to Forestar (USA) Real Estate Group Inc., recorded in Document No.2019171725, corrected in Document No.2019176021 Official Public Records of Travis County, and being a portion of that certain 157.9603 acre tract of land located in the A.C Caldwell Survey No.52, Abstract No.154, and the Lemuel Kimbro Survey No.64, Abstract No.456, City of Manor, Travis County Texas, described in instrument to Forestar (USA) Real Estate Group Inc., recorded in Document No.2019171725, corrected in Document No.2019176021 Official Public Records of Travis County , and a portion of that certain tract or parcel of land containing 3.7 acres situated in the A.C. Caldwell Survey No.52, Abstract 154, City of Manor, Travis County, Texas Conveyed to Forestar (USA) Real Estate Group Inc., as described in document 2021052193, official public records of Travis County, Texas.

# EXHIBIT A-4 – IMPROVEMENT AREA #3 LEGAL DESCRIPTION

Improvement Area #3 is contained within the area described by the Manor Heights Phase 2 Section 1B Final Plat BLK M Lot 2, Manor Heights Phase 3 Section 1 Final Plat & Manor Heights Phase 3 Section 2 Final Plat which are attached in **Appendix A**.

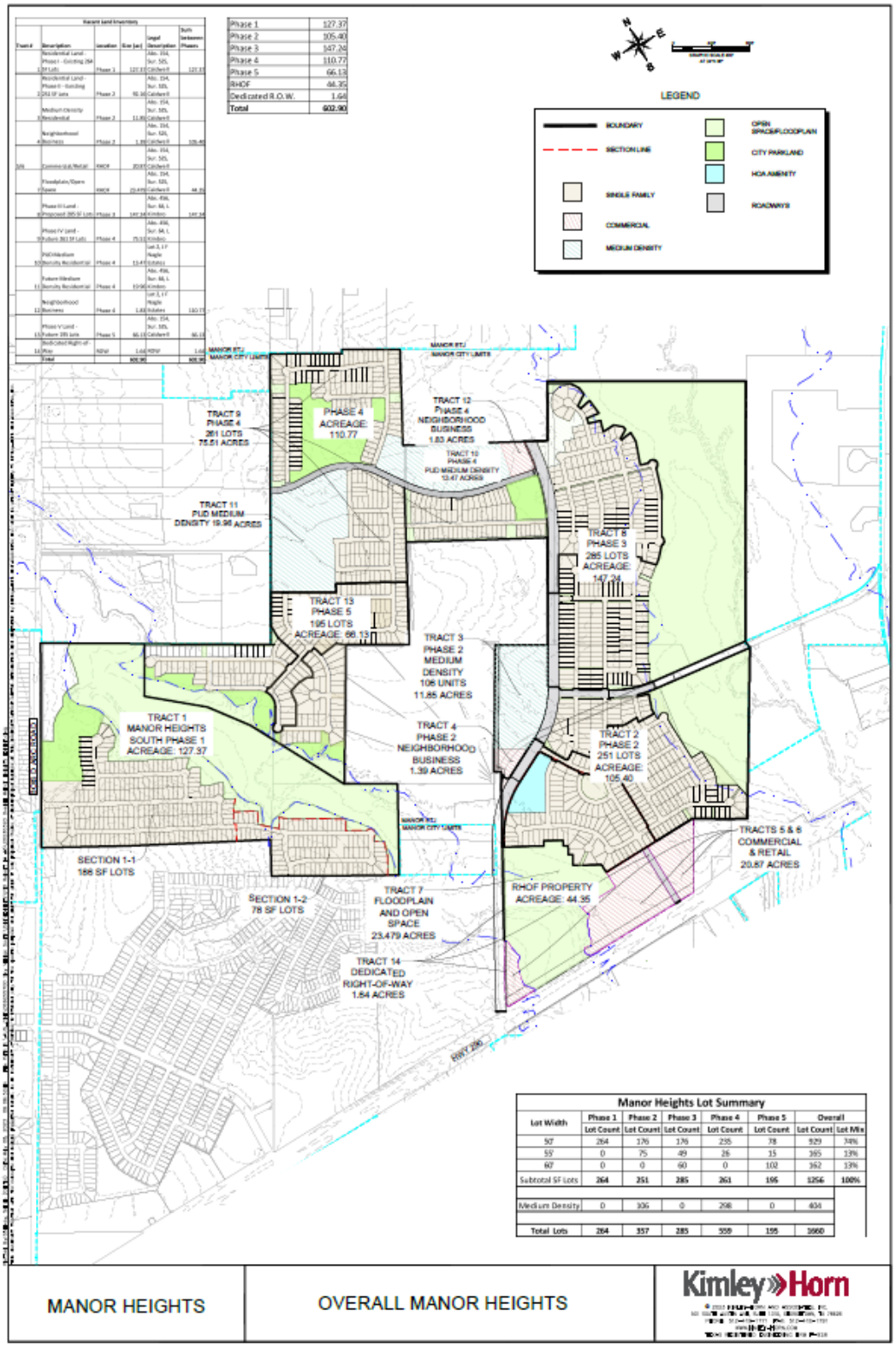
# EXHIBIT A-5 – IMPROVEMENT AREA #4 LEGAL DESCRIPTION

Improvement Area #4 contains approximately 138.163 acres as described in the plats for Manor Heights Phase 4 Section A, Manor Heights Phase 4B, and Manor Heights Phase 5, which are attached in **Appendix A.**

# EXHIBIT A-6 – MAJOR IMPROVEMENT AREA LEGAL DESCRIPTION

383.102 Acres Being Portions of a called 267.972 acre Tract of land Recorded in document No.2016214460, Official Public Records of Travis County, 157.9603 Acre Tract Recorded in document No.201718086, Official Public Records of Travis County, A called 90.0886 Acre Tract Recorded in Documents No.2017194263, Official Public Records of Travis County, and a portion of Old Kimbro Road A.C. Caldwell Survey No. 52, Abstract No 154 City of Manor, Travis County, Texas

# EXHIBIT B-1 – DISTRICT BOUNDARY MAP



# EXHIBIT B-2 – IMPROVEMENT AREA #1 BOUNDARY MAP

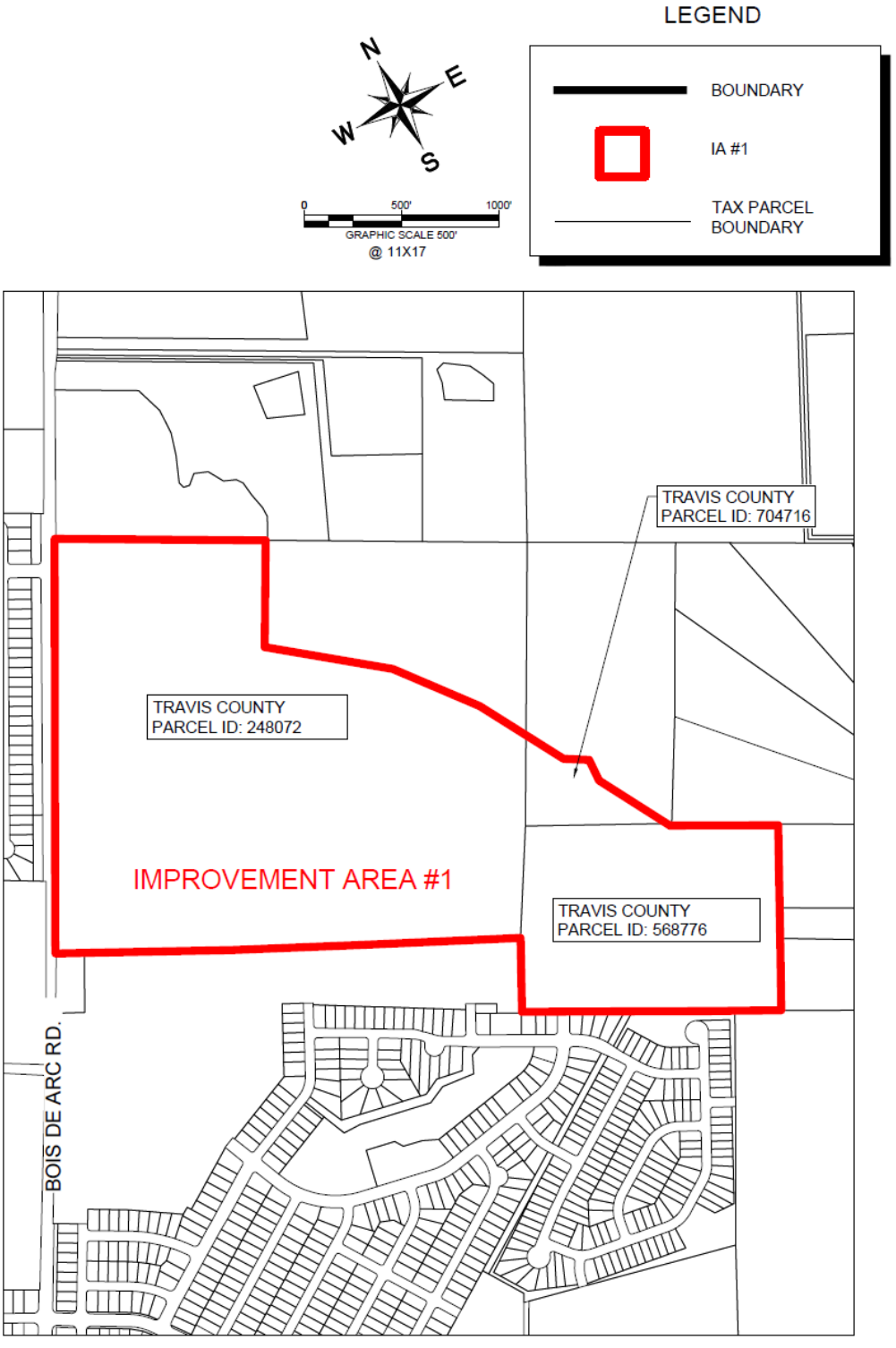



EXHIBIT F - IMPROVEMENT AREA #1

MANOR, TEXAS
FEBRUARY 2021

Kimley»Horn

# EXHIBIT B-3 – IMPROVEMENT AREA #2 BOUNDARY MAP

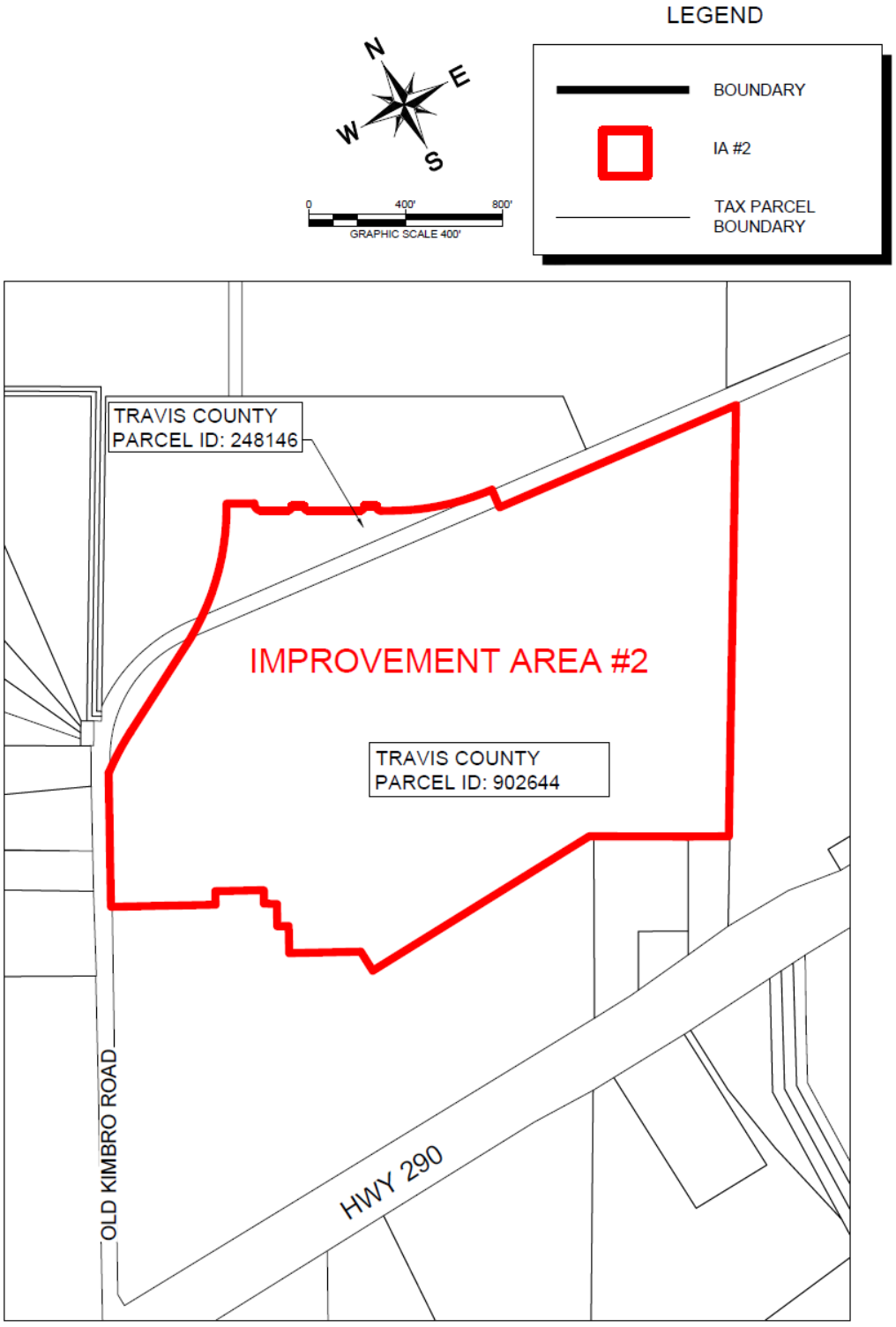
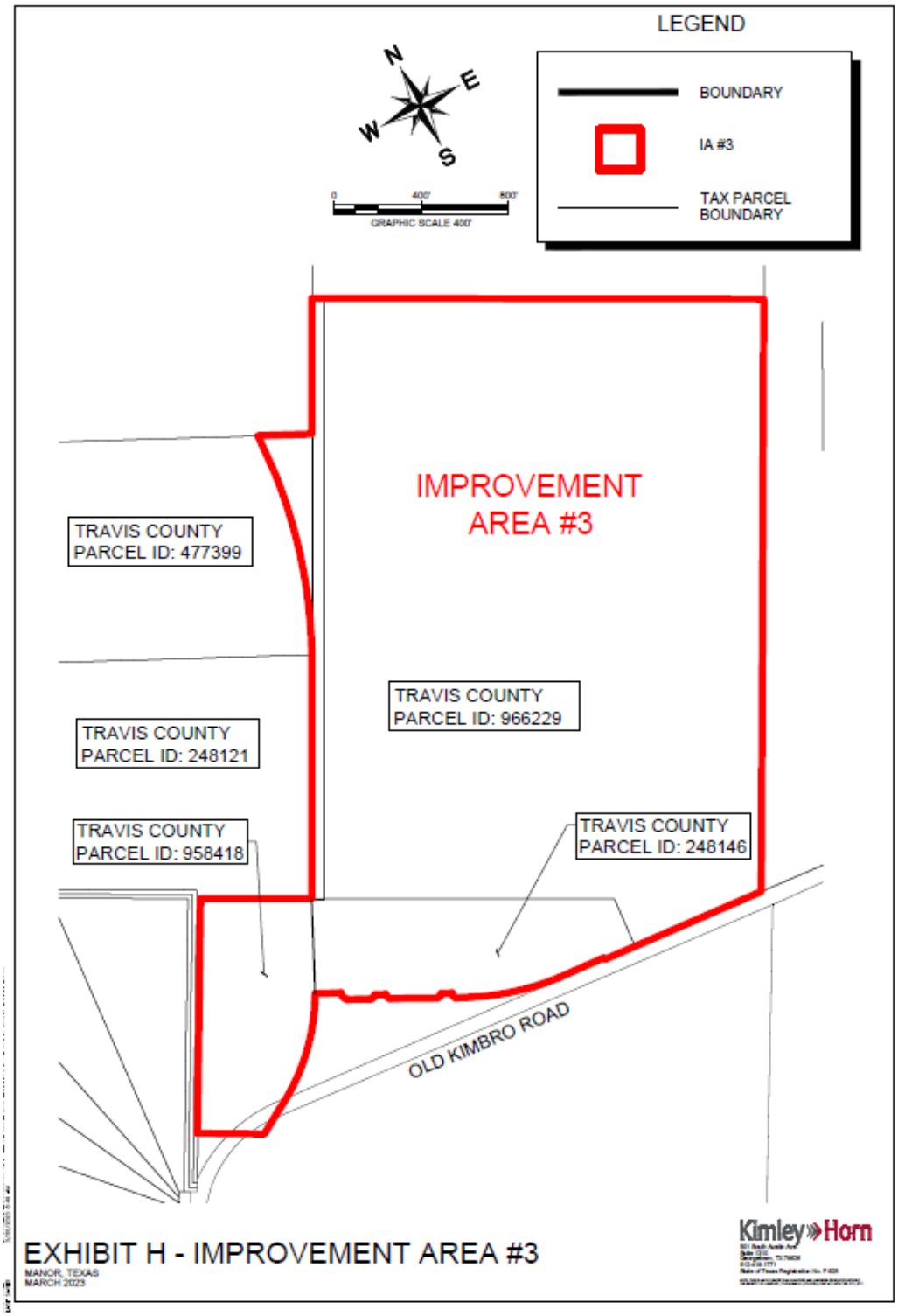


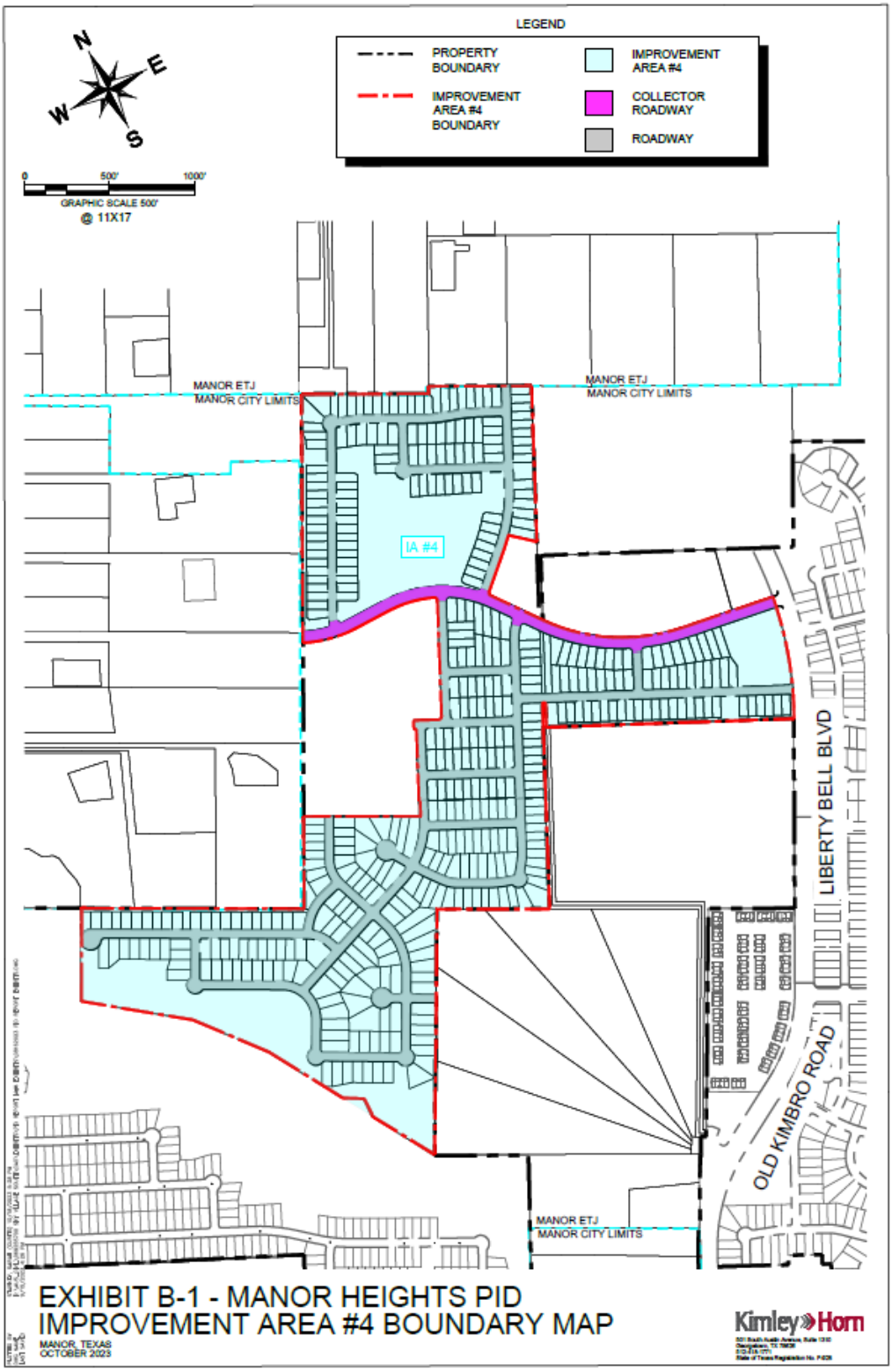

EXHIBIT H - IMPROVEMENT AREA #2
MANOR, TEXAS
FEBRUARY 2021

Kimley»Horn

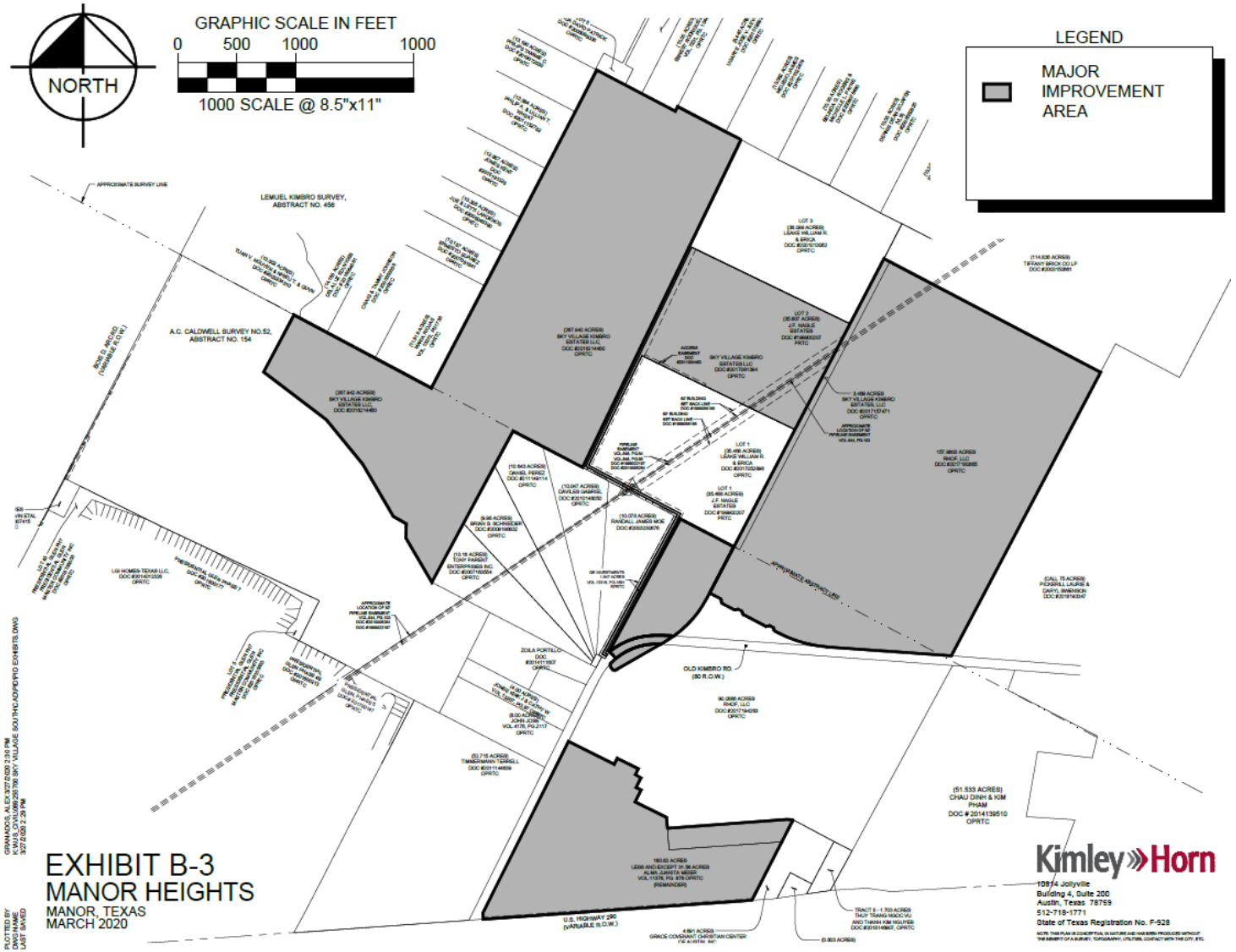
# EXHIBIT B-4 – IMPROVEMENT AREA #3 BOUNDARY MAP



# EXHIBIT B-5 – IMPROVEMENT AREA #4 BOUNDARY MAP

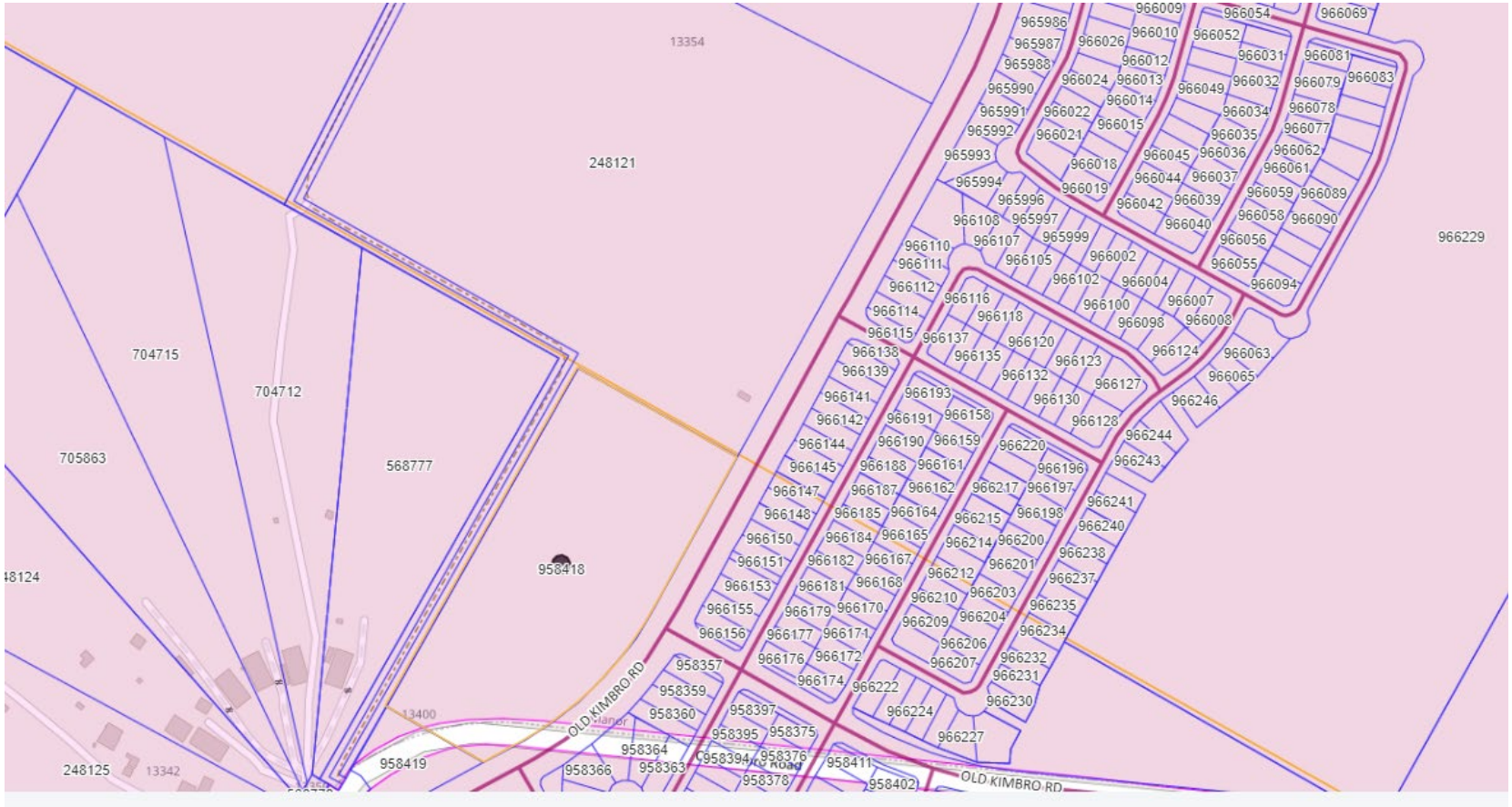


# EXHIBIT B-6 - MAJOR IMPROVEMENT AREA BOUNDARY MAP



# EXHIBIT B-7 – IMPROVEMENT AREA #3 CONDOMINIUM PARCEL MAP

All Improvement Area #3 condominium lots will be contained within Tax ID 958418 upon final plat.



# EXHIBIT C – AUTHORIZED IMPROVEMENTS

| | Total Costs | Improvement Area #1 [a] | Improvement Area #2 [a] | Improvement Area #3 [c] | Improvement Area #4 [d] | Major Improvement Area [b] |
|---|---|---|---|---|---|---|
| *Major Improvements* | | | | | | |
| Wastewater Treatment Plant Phase 1 | $ 5,119,898 | $ 799,087 | $ 763,720 | $ - | $ - | $ 3,557,091 |
| Roadway | 3,115,626 | 486,270 | 464,749 | - | - | 2,164,607 |
| Kimbro ROW Acquisition | 47,348 | 7,390 | 7,063 | - | - | 32,895 |
| Soft Costs [e] | 1,242,431 | 193,912 | 185,330 | - | - | 863,189 |
| | $ 9,525,302 | $ 1,486,659 | $ 1,420,862 | $ - | $ - | $ 6,617,781 |
| *Improvement Area #1 Improvements* | | | | | | |
| Water | $ 877,624 | $ 877,624 | $ - | $ - | $ - | $ - |
| Wastewater | 761,450 | 761,450 | - | - | - | - |
| Drainage | 1,147,364 | 1,147,364 | - | - | - | - |
| Roadway | 3,462,805 | 3,462,805 | - | - | - | - |
| Trails | 59,850 | 59,850 | - | - | - | - |
| Soft Costs [e] | 163,600 | 163,600 | - | - | - | - |
| | $ 6,472,693 | $ 6,472,693 | $ - | $ - | $ - | $ - |
| *Improvement Area #2 Improvements* | | | | | | |
| Water | $ 895,023 | $ - | $ 895,023 | $ - | $ - | $ - |
| Wastewater | 1,119,316 | - | 1,119,316 | - | - | - |
| Drainage | 1,164,737 | - | 1,164,737 | - | - | - |
| Roadway | 4,889,702 | - | 4,889,702 | - | - | - |
| Trails | - | - | - | - | - | - |
| Soft Costs [e] | 320,400 | - | 320,400 | - | - | - |
| | $ 8,389,178 | $ - | $ 8,389,178 | $ - | $ - | $ - |
| *Improvement Area #3 Improvements* | | | | | | |
| Water | $ 1,199,062 | $ - | $ - | $ 1,199,062 | $ - | $ - |
| Wastewater | 1,777,998 | - | - | 1,777,998 | - | - |
| Drainage | 3,229,931 | - | - | 3,229,931 | - | - |
| Roadway | 3,012,678 | - | - | 3,012,678 | - | - |
| Soft Costs [e] | 1,382,950 | - | - | 1,382,950 | - | - |
| | $ 10,602,619 | $ - | $ - | $ 10,602,619 | $ - | $ - |
| *Improvement Area #4 Improvements* | | | | | | |
| Water | $ 2,173,306 | $ - | $ - | $ - | $ 2,173,306 | $ - |
| Wastewater | 2,348,206 | - | - | - | 2,348,206 | - |
| Drainage | 2,736,230 | - | - | - | 2,736,230 | - |
| Roadway | 4,834,330 | - | - | - | 4,834,330 | - |
| Soft Costs [e] | 1,813,811 | - | - | - | 1,813,811 | - |
| | $ 13,905,883 | $ - | $ - | $ - | $ 13,905,883 | $ - |
| *Bond Issuance Costs and District Formation Expenses* | | | | | | |
| Debt Service Reserve Fund [f] | $ 1,714,711 | $ 218,536 | $ 208,864 | $ 296,029 | $ 490,157 | $ 501,125 |
| Capitalized Interest [f] | 1,010,544 | 134,565 | 128,610 | - | 414,050 | 333,319 |
| Underwriter Discount [f] | 742,050 | 112,055 | 107,095 | 128,400 | 152,100 | 242,400 |
| Cost of Issuance [f] | 1,325,327 | 187,139 | 178,856 | 267,980 | 304,200 | 387,152 |
| Original Issue Discount [f] | 33,395 | - | - | 33,395 | - | - |
| First Year Annual Collection Costs [f] | 150,000 | 15,339 | 14,661 | 30,000 | 60,000 | 30,000 |
| | $ 4,976,028 | $ 667,634 | $ 638,086 | $ 755,805 | $ 1,420,507 | $ 1,493,996 |
| **Total** | **$ 53,871,701** | **$ 8,626,986** | **$ 10,448,125** | **$ 11,358,424** | **$ 15,326,390** | **$ 8,111,777** |

Notes:

[a] Costs were determined by construction contracts provided by Kimley-Horn and Associates dated 1/8/2021.

[b] Costs were determined by Excel Construction Services bid for Wastewater Treatment Plant Phase 1 Improvements dated 11/9/2020 and construction contract provided by Kimley-Horn and Associates dated 1/8/2021 for Roadways Improvements.

[c] Costs were determined by the engineering report provided by Kimley-Horn and Associates dated 1/30/2023. Improvement Area #3 is within the Major Improvement Area and therefore funds a portion of the Major Improvements.

[d] Costs were determined by the engineering report provided by Kimley-Horn and Associates dated 11/21/2023. Improvement Area #4 is within the Major Improvement Area and therefore funds a portion of the Major Improvements.

[e] Soft costs estimated at 15% of hard costs, inclusive of a 4% construction management fee.

[f] Costs associated with the issuance of Improvement Area #1-2 bonds were allocated between Improvement Area # 1 and Improvement Area #2 on a pro rata basis based on the amount of Assessments levied.

# EXHIBIT D – SERVICE PLAN

| Improvement Area #1 | | | | | | |
|---|---|---|---|---|---|---|
| **Installments Due** | | **1/31/2025** | **1/31/2026** | **1/31/2027** | **1/31/2028** | **1/31/2029** |
| Principal | | $ 81,810 | $ 84,367 | $ 86,924 | $ 89,480 | $ 92,037 |
| Interest | | $ 130,667 | $ 128,621 | $ 126,512 | $ 123,796 | $ 120,999 |
| Capitalized Interest | | - | - | - | - | - |
| | (1) | $ 212,477 | $ 212,988 | $ 213,436 | $ 213,276 | $ 213,036 |
| Annual Collection Costs | (2) | $ 17,227 | $ 17,571 | $ 17,923 | $ 18,281 | $ 18,647 |
| Additional Interest Reserve | (3) | $ 17,896 | $ 17,487 | $ 17,065 | $ 16,631 | $ 16,183 |
| **Total Annual Installment** | **(4) = (1) + (2) + (3)** | **$ 247,600** | **$ 248,046** | **$ 248,423** | **$ 248,187** | **$ 247,866** |

| Improvement Area #2 | | | | | | |
|---|---|---|---|---|---|---|
| **Installments Due** | | **1/31/2025** | **1/31/2026** | **1/31/2027** | **1/31/2028** | **1/31/2029** |
| Principal | | $ 78,190 | $ 80,633 | $ 83,076 | $ 85,520 | $ 87,963 |
| Interest | | $ 124,883 | $ 122,929 | $ 120,913 | $ 118,317 | $ 115,644 |
| Capitalized Interest | | - | - | - | - | - |
| | (1) | $ 203,073 | $ 203,562 | $ 203,989 | $ 203,837 | $ 203,608 |
| Annual Collection Costs | (2) | $ 16,464 | $ 16,794 | $ 17,129 | $ 17,472 | $ 17,821 |
| Additional Interest Reserve | (3) | $ 17,104 | $ 16,713 | $ 16,310 | $ 15,894 | $ 15,467 |
| **Total Annual Installment** | **(4) = (1) + (2) + (3)** | **$ 236,641** | **$ 237,068** | **$ 237,429** | **$ 237,203** | **$ 236,896** |

| Improvement Area #3 | | | | | | |
|---|---|---|---|---|---|---|
| **Installments Due** | | **1/31/2025** | **1/31/2026** | **1/31/2027** | **1/31/2028** | **1/31/2029** |
| Principal | | $ 71,000 | $ 72,000 | $ 75,000 | $ 79,000 | $ 83,000 |
| Interest | | $ 224,860 | $ 221,665 | $ 218,425 | $ 215,050 | $ 211,495 |
| | (1) | $ 295,860 | $ 293,665 | $ 293,425 | $ 294,050 | $ 294,495 |
| Annual Collection Costs | (2) | $ 19,527 | $ 19,918 | $ 20,316 | $ 20,723 | $ 21,137 |
| Additional Interest Reserve | (3) | $ 21,225 | $ 20,870 | $ 20,510 | $ 20,135 | $ 19,740 |
| **Total Annual Installment** | **(4) = (1) + (2) + (3)** | **$ 336,612** | **$ 334,453** | **$ 334,251** | **$ 334,908** | **$ 335,372** |

| Improvement Area #4 | | | | | | |
|---|---|---|---|---|---|---|
| **Installments Due** | | **1/31/2025** | **1/31/2026** | **1/31/2027** | **1/31/2028** | **1/31/2029** |
| Principal | | $ - | $ 59,000 | $ 63,000 | $ 67,000 | $ 72,000 |
| Interest | | $ 414,050 | $ 310,538 | $ 306,924 | $ 303,065 | $ 298,961 |
| Capitalized Interest | | $ (414,050) | $ - | $ - | $ - | $ - |
| | (1) | $ - | $ 369,538 | $ 369,924 | $ 370,065 | $ 370,961 |
| Annual Collection Costs | (2) | $ - | $ 31,212 | $ 31,836 | $ 32,473 | $ 33,122 |
| Additional Interest Reserve | (3) | $ - | $ 25,350 | $ 25,055 | $ 24,740 | $ 24,405 |
| **Total Annual Installment** | **(4) = (1) + (2) + (3)** | **$ -** | **$ 426,100** | **$ 426,815** | **$ 427,278** | **$ 428,489** |

| Major Improvement Area | | | | | | |
|---|---|---|---|---|---|---|
| **Installments Due** | | **1/31/2025** | **1/31/2026** | **1/31/2027** | **1/31/2028** | **1/31/2029** |
| Principal | | $ 160,000 | $ 170,000 | $ 175,000 | $ 180,000 | $ 185,000 |
| Interest | | $ 323,788 | $ 318,788 | $ 313,475 | $ 306,913 | $ 300,163 |
| Capitalized Interest | | - | - | - | - | - |
| | (1) | $ 483,788 | $ 488,788 | $ 488,475 | $ 486,913 | $ 485,163 |
| Annual Collection Costs | (2) | $ 31,888 | $ 32,525 | $ 33,176 | $ 33,839 | $ 34,516 |
| Additional Interest Reserve | (3) | $ 38,875 | $ 38,075 | $ 37,225 | $ 36,350 | $ 35,450 |
| **Total Annual Installment** | **(4) = (1) + (2) + (3)** | **$ 554,550** | **$ 559,388** | **$ 558,876** | **$ 557,102** | **$ 555,129** |

# EXHIBIT E – SOURCES AND USES

| | Improvement Area #1 | Improvement Area #2 | Improvement Area #3 | Improvement Area #4 | Major Improvement Area |
|---|---|---|---|---|---|
| **Sources of Funds** | | | | | |
| Improvement Area #1-2 Bond Par | $ 3,735,156 | $ 3,569,844 | $ - | $ - | $ - |
| Improvement Area #1-2 Bond Premium | 44,700 | 42,721 | - | - | - |
| Improvement Area #3 Bond Par | - | - | 4,280,000 | - | - |
| Improvement Area #4 Bond Par | - | - | - | 5,070,000 | - |
| Major Improvement Area Bond Par | - | - | - | - | 8,080,000 |
| Owner Contribution | 4,847,130 | 6,835,560 | 7,078,424 | 10,256,390 | 31,777 |
| **Total Sources** | **$ 8,626,986** | **$ 10,448,125** | **$ 11,358,424** | **$ 15,326,390** | **$ 8,111,777** |
| **Uses of Funds** | | | | | |
| Major Improvements | $ 1,486,659 | $ 1,420,862 | $ - | $ - | $ 6,617,781 |
| Improvement Area #1 Improvements | 6,472,693 | - | - | - | - |
| Improvement Area #2 Improvements | - | 8,389,178 | - | - | - |
| Improvement Area #3 Improvements | - | - | 10,602,619 | - | - |
| Improvement Area #4 Improvements | - | - | - | 13,905,883 | - |
| | $ 7,959,352 | $ 9,810,039 | $ 10,602,619 | $ 13,905,883 | $ 6,617,781 |
| *Bond Issuance Costs and District Formation Expenses* | | | | | |
| Debt Service Reserve Fund | $ 218,536 | $ 208,864 | $ 296,029 | $ 490,157 | $ 501,125 |
| Capitalized Interest | 134,565 | 128,610 | - | 414,050 | 333,319 |
| Underwriter Discount | 112,055 | 107,095 | 128,400 | 152,100 | 242,400 |
| Cost of Issuance | 187,139 | 178,856 | 267,980 | 304,200 | 387,152 |
| Original Issue Discount | - | - | 33,395 | - | - |
| First Year Annual Collection Costs | 15,339 | 14,661 | 30,000 | 60,000 | 30,000 |
| | $ 667,634 | $ 638,086 | $ 755,805 | $ 1,420,507 | $ 1,493,996 |
| **Total Uses** | **$ 8,626,986** | **$ 10,448,125** | **$ 11,358,424** | **$ 15,326,390** | **$ 8,111,777** |

# EXHIBIT F-1 – IMPROVEMENT AREA #1 ASSESSMENT ROLL

| | | Improvement Area #1 | |
|---|---|---|---|
| Property ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 951773 | 1 | $ 13,557.59 | $ 938.13 |
| 951774 | 1 | $ 13,557.59 | $ 938.13 |
| 951775 | 1 | $ 13,557.59 | $ 938.13 |
| 951776 | 1 | $ 13,557.59 | $ 938.13 |
| 951891 | 1 | $ 13,557.59 | $ 938.13 |
| 951892 | 1 | $ 13,557.59 | $ 938.13 |
| 951893 | 1 | $ 13,557.59 | $ 938.13 |
| 951894 | 1 | $ 13,557.59 | $ 938.13 |
| 951895 | 1 | $ 13,557.59 | $ 938.13 |
| 951896 | 1 | $ 13,557.59 | $ 938.13 |
| 951897 | 1 | $ 13,557.59 | $ 938.13 |
| 951898 | 1 | $ 13,557.59 | $ 938.13 |
| 951899 | 1 | $ 13,557.59 | $ 938.13 |
| 951900 | 1 | $ 13,557.59 | $ 938.13 |
| 951901 | 1 | $ 13,557.59 | $ 938.13 |
| 951902 | 1 | $ 13,557.59 | $ 938.13 |
| 951903 | 1 | $ 13,557.59 | $ 938.13 |
| 951904 | 1 | $ 13,557.59 | $ 938.13 |
| 951905 | 1 | $ 13,557.59 | $ 938.13 |
| 951906 | 1 | $ 13,557.59 | $ 938.13 |
| 951907 | 1 | $ 13,557.59 | $ 938.13 |
| 951908 | 1 | $ 13,557.59 | $ 938.13 |
| 951909 | 1 | $ 13,557.59 | $ 938.13 |
| 951910 | 1 | $ 13,557.59 | $ 938.13 |
| 951911 | 1 | $ 13,557.59 | $ 938.13 |
| 951912 | 1 | $ 13,557.59 | $ 938.13 |
| 951913 | 1 | $ 13,557.59 | $ 938.13 |
| 951914 | 1 | $ 13,557.59 | $ 938.13 |
| 951915 | 1 | $ 13,557.59 | $ 938.13 |
| 951916 | 1 | $ 13,557.59 | $ 938.13 |
| 951917 | 1 | $ 13,557.59 | $ 938.13 |
| 951918 | 1 | $ 13,557.59 | $ 938.13 |
| 951919 | 1 | $ 13,557.59 | $ 938.13 |
| 951920 | 1 | $ 13,557.59 | $ 938.13 |
| 951921 | 1 | $ 13,557.59 | $ 938.13 |
| 951922 | 1 | $ 13,557.59 | $ 938.13 |
| 951923 | 1 | $ 13,557.59 | $ 938.13 |
| 951924 | 1 | $ 13,557.59 | $ 938.13 |
| 951925 | 1 | $ 13,557.59 | $ 938.13 |
| 951926 | 1 | $ 13,557.59 | $ 938.13 |

| | | Improvement Area #1 | |
|---|---|---|---|
| Property ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 951927 | 1 | $ 13,557.59 | $ 938.13 |
| 951928 | 1 | $ 13,557.59 | $ 938.13 |
| 951929 | 1 | $ 13,557.59 | $ 938.13 |
| 951930 | 1 | $ 13,557.59 | $ 938.13 |
| 951931 | 1 | $ 13,557.59 | $ 938.13 |
| 951932 | 1 | $ 13,557.59 | $ 938.13 |
| 951933 | 1 | $ 13,557.59 | $ 938.13 |
| 951934 | 1 | $ 13,557.59 | $ 938.13 |
| 951935 | 1 | $ 13,557.59 | $ 938.13 |
| 951936 | 1 | $ 13,557.59 | $ 938.13 |
| 951937 | 1 | $ 13,557.59 | $ 938.13 |
| 951938 | 1 | $ 13,557.59 | $ 938.13 |
| 951939 | 1 | $ 13,557.59 | $ 938.13 |
| 951940 | 1 | $ 13,557.59 | $ 938.13 |
| 951941 | 1 | $ 13,557.59 | $ 938.13 |
| 951942 | 1 | $ 13,557.59 | $ 938.13 |
| 951943 | 1 | $ 13,557.59 | $ 938.13 |
| 951944 | 1 | $ 13,557.59 | $ 938.13 |
| 951945 | 1 | $ 13,557.59 | $ 938.13 |
| 951946 | 1 | $ 13,557.59 | $ 938.13 |
| 951947 | 1 | $ 13,557.59 | $ 938.13 |
| 951948 | 1 | $ 13,557.59 | $ 938.13 |
| 951949 | 1 | $ 13,557.59 | $ 938.13 |
| 951950 | 1 | $ 13,557.59 | $ 938.13 |
| 951951 | 1 | $ 13,557.59 | $ 938.13 |
| 951952 | 1 | $ 13,557.59 | $ 938.13 |
| 951953 | 1 | $ 13,557.59 | $ 938.13 |
| 951954 | 1 | $ 13,557.59 | $ 938.13 |
| 951955 | 1 | $ 13,557.59 | $ 938.13 |
| 951956 | 1 | $ 13,557.59 | $ 938.13 |
| 951957 | 1 | $ 13,557.59 | $ 938.13 |
| 951958 | 1 | $ 13,557.59 | $ 938.13 |
| 951960 | 1 | $ 13,557.59 | $ 938.13 |
| 951961 | 1 | $ 13,557.59 | $ 938.13 |
| 951962 | 1 | $ 13,557.59 | $ 938.13 |
| 951963 | 1 | $ 13,557.59 | $ 938.13 |
| 951964 | 1 | $ 13,557.59 | $ 938.13 |
| 951965 | 1 | $ 13,557.59 | $ 938.13 |
| 951966 | 1 | $ 13,557.59 | $ 938.13 |
| 951967 | 1 | $ 13,557.59 | $ 938.13 |

| | | Improvement Area #1 | |
|---|---|---|---|
| Property ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 951968 | 1 | $ 13,557.59 | $ 938.13 |
| 951969 | 1 | $ 13,557.59 | $ 938.13 |
| 951970 | 1 | $ 13,557.59 | $ 938.13 |
| 951971 | 1 | $ 13,557.59 | $ 938.13 |
| 951972 | 1 | $ 13,557.59 | $ 938.13 |
| 951973 | 1 | $ 13,557.59 | $ 938.13 |
| 951974 | 1 | $ 13,557.59 | $ 938.13 |
| 951975 | 1 | $ 13,557.59 | $ 938.13 |
| 951976 | 1 | $ 13,557.59 | $ 938.13 |
| 951977 | 1 | $ 13,557.59 | $ 938.13 |
| 951978 | 1 | $ 13,557.59 | $ 938.13 |
| 951979 | 1 | $ 13,557.59 | $ 938.13 |
| 951980 | 1 | $ 13,557.59 | $ 938.13 |
| 951981 | 1 | $ 13,557.59 | $ 938.13 |
| 951982 | 1 | $ 13,557.59 | $ 938.13 |
| 951983 | 1 | $ 13,557.59 | $ 938.13 |
| 951984 | 1 | $ 13,557.59 | $ 938.13 |
| 951985 | 1 | $ 13,557.59 | $ 938.13 |
| 951986 | 1 | $ 13,557.59 | $ 938.13 |
| 951987 | 1 | $ 13,557.59 | $ 938.13 |
| 951988 | 1 | $ 13,557.59 | $ 938.13 |
| 951989 | 1 | $ 13,557.59 | $ 938.13 |
| 951990 | 1 | $ 13,557.59 | $ 938.13 |
| 951991 | 1 | $ 13,557.59 | $ 938.13 |
| 951992 | 1 | $ 13,557.59 | $ 938.13 |
| 951993 | 1 | $ 13,557.59 | $ 938.13 |
| 951994 | 1 | $ 13,557.59 | $ 938.13 |
| 951995 | 1 | $ 13,557.59 | $ 938.13 |
| 951996 | 1 | $ 13,557.59 | $ 938.13 |
| 951997 | 1 | $ 13,557.59 | $ 938.13 |
| 951998 | 1 | $ 13,557.59 | $ 938.13 |
| 951999 | 1 | $ 13,557.59 | $ 938.13 |
| 952000 | Open Space | $ - | $ - |
| 952001 | Open Space | $ - | $ - |
| 952002 | Open Space | $ - | $ - |
| 952003 | Open Space | $ - | $ - |
| 952004 | 1 | $ 13,557.59 | $ 938.13 |
| 952005 | 1 | $ 13,557.59 | $ 938.13 |
| 952006 | 1 | $ 13,557.59 | $ 938.13 |
| 952007 | 1 | $ 13,557.59 | $ 938.13 |

| | | Improvement Area #1 | |
|---|---|---|---|
| Property ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 952008 | 1 | $ 13,557.59 | $ 938.13 |
| 952009 | 1 | $ 13,557.59 | $ 938.13 |
| 952010 | 1 | $ 13,557.59 | $ 938.13 |
| 952011 | 1 | $ 13,557.59 | $ 938.13 |
| 952012 | 1 | $ 13,557.59 | $ 938.13 |
| 952013 | 1 | $ 13,557.59 | $ 938.13 |
| 952014 | 1 | $ 13,557.59 | $ 938.13 |
| 952015 | 1 | $ 13,557.59 | $ 938.13 |
| 952016 | 1 | $ 13,557.59 | $ 938.13 |
| 952017 | 1 | $ 13,557.59 | $ 938.13 |
| 952018 | 1 | $ 13,557.59 | $ 938.13 |
| 952019 | 1 | $ 13,557.59 | $ 938.13 |
| 952020 | 1 | $ 13,557.59 | $ 938.13 |
| 952021 | 1 | $ 13,557.59 | $ 938.13 |
| 952022 | 1 | $ 13,557.59 | $ 938.13 |
| 952023 | 1 | $ 13,557.59 | $ 938.13 |
| 952024 | 1 | $ 13,557.59 | $ 938.13 |
| 952025 | 1 | $ 13,557.59 | $ 938.13 |
| 952026 | 1 | $ 13,557.59 | $ 938.13 |
| 952027 | 1 | $ 13,557.59 | $ 938.13 |
| 952028 | 1 | $ 13,557.59 | $ 938.13 |
| 952029 | 1 | $ 13,557.59 | $ 938.13 |
| 952030 | 1 | $ 13,557.59 | $ 938.13 |
| 952031 | 1 | $ 13,557.59 | $ 938.13 |
| 952032 | 1 | $ 13,557.59 | $ 938.13 |
| 952033 | 1 | $ 13,557.59 | $ 938.13 |
| 952034 | 1 | $ 13,557.59 | $ 938.13 |
| 952035 | 1 | $ 13,557.59 | $ 938.13 |
| 952036 | 1 | $ 13,557.59 | $ 938.13 |
| 952037 | 1 | $ 13,557.59 | $ 938.13 |
| 952038 | 1 | $ 13,557.59 | $ 938.13 |
| 952039 | 1 | $ 13,557.59 | $ 938.13 |
| 952040 | 1 | $ 13,557.59 | $ 938.13 |
| 952041 | 1 | $ 13,557.59 | $ 938.13 |
| 952042 | 1 | $ 13,557.59 | $ 938.13 |
| 952043 | 1 | $ 13,557.59 | $ 938.13 |
| 952044 | 1 | $ 13,557.59 | $ 938.13 |
| 952045 | 1 | $ 13,557.59 | $ 938.13 |
| 952046 | 1 | $ 13,557.59 | $ 938.13 |
| 952047 | 1 | $ 13,557.59 | $ 938.13 |

| | | Improvement Area #1 | |
|---|---|---|---|
| Property ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 952048 | 1 | $ 13,557.59 | $ 938.13 |
| 952051 | 1 | $ 13,557.59 | $ 938.13 |
| 952052 | 1 | $ 13,557.59 | $ 938.13 |
| 952053 | 1 | $ 13,557.59 | $ 938.13 |
| 952054 | 1 | $ 13,557.59 | $ 938.13 |
| 952055 | 1 | $ 13,557.59 | $ 938.13 |
| 952056 | 1 | $ 13,557.59 | $ 938.13 |
| 952057 | 1 | $ 13,557.59 | $ 938.13 |
| 952058 | 1 | $ 13,557.59 | $ 938.13 |
| 952059 | 1 | $ 13,557.59 | $ 938.13 |
| 952060 | 1 | $ 13,557.59 | $ 938.13 |
| 952061 | 1 | $ 13,557.59 | $ 938.13 |
| 952062 | 1 | $ 13,557.59 | $ 938.13 |
| 952063 | 1 | $ 13,557.59 | $ 938.13 |
| 952064 | 1 | $ 13,557.59 | $ 938.13 |
| 952065 | 1 | $ 13,557.59 | $ 938.13 |
| 952066 | 1 | $ 13,557.59 | $ 938.13 |
| 952067 | 1 | $ 13,557.59 | $ 938.13 |
| 952068 | 1 | $ 13,557.59 | $ 938.13 |
| 952069 | 1 | $ 13,557.59 | $ 938.13 |
| 952070 | 1 | $ 13,557.59 | $ 938.13 |
| 952071 | 1 | $ 13,557.59 | $ 938.13 |
| 952072 | 1 | $ 13,557.59 | $ 938.13 |
| 952073 | 1 | $ 13,557.59 | $ 938.13 |
| 952074 | 1 | $ 13,557.59 | $ 938.13 |
| 952075 | 1 | $ 13,557.59 | $ 938.13 |
| 952076 | 1 | $ 13,557.59 | $ 938.13 |
| 952077 | 1 | $ 13,557.59 | $ 938.13 |
| 952078 | 1 | $ 13,557.59 | $ 938.13 |
| 952079 | 1 | $ 13,557.59 | $ 938.13 |
| 952080 | Open Space | $ - | $ - |
| 953579 | 1 | $ 13,557.59 | $ 938.13 |
| 953580 | 1 | $ 13,557.59 | $ 938.13 |
| 953583 | 1 | $ 13,557.59 | $ 938.13 |
| 953584 | 1 | $ 13,557.59 | $ 938.13 |
| 953585 | 1 | $ 13,557.59 | $ 938.13 |
| 953586 | 1 | $ 13,557.59 | $ 938.13 |
| 953587 | 1 | $ 13,557.59 | $ 938.13 |
| 953588 | 1 | $ 13,557.59 | $ 938.13 |
| 953589 | 1 | $ 13,557.59 | $ 938.13 |

| | | Improvement Area #1 | |
|---|---|---|---|
| Property ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 953590 | 1 | $ 13,557.59 | $ 938.13 |
| 953591 | 1 | $ 13,557.59 | $ 938.13 |
| 953592 | 1 | $ 13,557.59 | $ 938.13 |
| 953593 | 1 | $ 13,557.59 | $ 938.13 |
| 953594 | 1 | $ 13,557.59 | $ 938.13 |
| 953595 | 1 | $ 13,557.59 | $ 938.13 |
| 953596 | 1 | $ 13,557.59 | $ 938.13 |
| 953597 | Open Space | $ - | $ - |
| 953598 | 1 | $ 13,557.59 | $ 938.13 |
| 953599 | 1 | $ 13,557.59 | $ 938.13 |
| 953600 | 1 | $ 13,557.59 | $ 938.13 |
| 953601 | 1 | $ 13,557.59 | $ 938.13 |
| 953602 | 1 | $ 13,557.59 | $ 938.13 |
| 953603 | 1 | $ 13,557.59 | $ 938.13 |
| 953604 | 1 | $ 13,557.59 | $ 938.13 |
| 953605 | 1 | $ 13,557.59 | $ 938.13 |
| 953606 | 1 | $ 13,557.59 | $ 938.13 |
| 953607 | 1 | $ 13,557.59 | $ 938.13 |
| 953608 | 1 | $ 13,557.59 | $ 938.13 |
| 953611 | 1 | $ 13,557.59 | $ 938.13 |
| 953612 | 1 | $ 13,557.59 | $ 938.13 |
| 953613 | Open Space | $ - | $ - |
| 953614 | 1 | $ 13,557.59 | $ 938.13 |
| 953615 | 1 | $ 13,557.59 | $ 938.13 |
| 953616 | 1 | $ 13,557.59 | $ 938.13 |
| 953617 | 1 | $ 13,557.59 | $ 938.13 |
| 953618 | 1 | $ 13,557.59 | $ 938.13 |
| 953619 | 1 | $ 13,557.59 | $ 938.13 |
| 953620 | 1 | $ 13,557.59 | $ 938.13 |
| 953621 | 1 | $ 13,557.59 | $ 938.13 |
| 953622 | 1 | $ 13,557.59 | $ 938.13 |
| 953623 | 1 | $ 13,557.59 | $ 938.13 |
| 953624 | 1 | $ 13,557.59 | $ 938.13 |
| 953626 | 1 | $ 13,557.59 | $ 938.13 |
| 953627 | 1 | $ 13,557.59 | $ 938.13 |
| 953628 | 1 | $ 13,557.59 | $ 938.13 |
| 953629 | 1 | $ 13,557.59 | $ 938.13 |
| 953630 | 1 | $ 13,557.59 | $ 938.13 |
| 953631 | 1 | $ 13,557.59 | $ 938.13 |
| 953632 | 1 | $ 13,557.59 | $ 938.13 |

| | | Improvement Area #1 | |
|---|---|---|---|
| Property ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 953633 | 1 | $ 13,557.59 | $ 938.13 |
| 953634 | 1 | $ 13,557.59 | $ 938.13 |
| 953635 | 1 | $ 13,557.59 | $ 938.13 |
| 953636 | 1 | $ 13,557.59 | $ 938.13 |
| 953637 | 1 | $ 13,557.59 | $ 938.13 |
| 953638 | 1 | $ 13,557.59 | $ 938.13 |
| 953639 | 1 | $ 13,557.59 | $ 938.13 |
| 953640 | 1 | $ 13,557.59 | $ 938.13 |
| 953641 | 1 | $ 13,557.59 | $ 938.13 |
| 953642 | 1 | $ 13,557.59 | $ 938.13 |
| 953643 | 1 | $ 13,557.59 | $ 938.13 |
| 953644 | 1 | $ 13,557.59 | $ 938.13 |
| 953645 | 1 | $ 13,557.59 | $ 938.13 |
| 953648 | 1 | $ 13,557.59 | $ 938.13 |
| 953649 | 1 | $ 13,557.59 | $ 938.13 |
| 953650 | 1 | $ 13,557.59 | $ 938.13 |
| 953651 | 1 | $ 13,557.59 | $ 938.13 |
| 953653 | 1 | $ 13,557.59 | $ 938.13 |
| 953654 | 1 | $ 13,557.59 | $ 938.13 |
| 953655 | 1 | $ 13,557.59 | $ 938.13 |
| 953656 | 1 | $ 13,557.59 | $ 938.13 |
| 953657 | 1 | $ 13,557.59 | $ 938.13 |
| 953658 | 1 | $ 13,557.59 | $ 938.13 |
| 953659 | 1 | $ 13,557.59 | $ 938.13 |
| 953660 | 1 | $ 13,557.59 | $ 938.13 |
| 953661 | 1 | $ 13,557.59 | $ 938.13 |
| 953662 | 1 | $ 13,557.59 | $ 938.13 |
| 953663 | Prepaid | $ - | $ - |
| 964373 | Open Space | $ - | $ - |
| 964374 | 1 | $ 13,557.59 | $ 938.13 |
| 964375 | Open Space | $ - | $ - |
| 964376 | 1 | $ 13,557.59 | $ 938.13 |
| 964377 | 1 | $ 13,557.59 | $ 938.13 |
| 964378 | Open Space | $ - | $ - |
| **Total** | | **$ 3,565,647.30** | **$ 246,727.03** |

*Note: Totals may not sum due to rounding. Due to prepayments not yet redeemed the outstanding assessment may be less than outstanding Bonds for Improvement Area #1.*

# EXHIBIT F-2 – IMPROVEMENT AREA #1 ANNUAL INSTALLMENT SCHEDULE

| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs | Additional Interest [b] | Capitalized Interest | Total Annual Installment |
|---|---|---|---|---|---|---|
| 2025 | $ 81,810 | $ 130,667 | $ 17,227 | $ 17,896 | $ - | $ 247,600 |
| 2026 | 84,367 | 128,621 | 17,571 | 17,487 | - | 248,046 |
| 2027 | 86,924 | 126,512 | 17,923 | 17,065 | - | 248,423 |
| 2028 | 89,480 | 123,796 | 18,281 | 16,631 | - | 248,187 |
| 2029 | 92,037 | 120,999 | 18,647 | 16,183 | - | 247,866 |
| 2030 | 94,593 | 118,123 | 19,020 | 15,723 | - | 247,459 |
| 2031 | 97,150 | 115,167 | 19,400 | 15,250 | - | 246,967 |
| 2032 | 102,263 | 112,131 | 19,788 | 14,764 | - | 248,947 |
| 2033 | 104,820 | 108,552 | 20,184 | 14,253 | - | 247,808 |
| 2034 | 107,376 | 104,883 | 20,587 | 13,729 | - | 246,576 |
| 2035 | 112,489 | 101,125 | 20,999 | 13,192 | - | 247,806 |
| 2036 | 117,602 | 97,188 | 21,419 | 12,629 | - | 248,839 |
| 2037 | 120,159 | 93,072 | 21,848 | 12,041 | - | 247,120 |
| 2038 | 125,272 | 88,867 | 22,285 | 11,441 | - | 247,864 |
| 2039 | 130,385 | 84,482 | 22,730 | 10,814 | - | 248,412 |
| 2040 | 135,498 | 79,919 | 23,185 | 10,162 | - | 248,764 |
| 2041 | 140,612 | 75,176 | 23,649 | 9,485 | - | 248,921 |
| 2042 | 145,725 | 70,255 | 24,122 | 8,782 | - | 248,883 |
| 2043 | 150,838 | 64,426 | 24,604 | 8,053 | - | 247,921 |
| 2044 | 155,951 | 58,392 | 25,096 | 7,299 | - | 246,738 |
| 2045 | 163,621 | 52,154 | 25,598 | 6,519 | - | 247,892 |
| 2046 | 171,291 | 45,609 | 26,110 | 5,701 | - | 248,711 |
| 2047 | 178,960 | 38,758 | 26,632 | 4,845 | - | 249,195 |
| 2048 | 184,073 | 31,599 | 27,165 | 3,950 | - | 246,787 |
| 2049 | 194,300 | 24,236 | 27,708 | 3,030 | - | 249,274 |
| 2050 | 201,969 | 16,464 | 28,262 | 2,058 | - | 248,754 |
| 2051 | 209,639 | 8,386 | 28,827 | 1,048 | - | 247,900 |
| **Total** | **$ 3,579,205** | **$ 2,219,561** | **$ 608,866** | **$ 290,031** | **$ -** | **$ 6,697,662** |

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

# EXHIBIT G-1 – IMPROVEMENT AREA #2 ASSESSMENT ROLL

| | | Improvement Area #2 | |
|---|---|---|---|
| Property ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 958244 | 2 | $ 13,557.59 | $ 938.66 |
| 958246 | 2 | $ 13,557.59 | $ 938.66 |
| 958247 | 2 | $ 13,557.59 | $ 938.66 |
| 958248 | 2 | $ 13,557.59 | $ 938.66 |
| 958249 | 2 | $ 13,557.59 | $ 938.66 |
| 958250 | 2 | $ 13,557.59 | $ 938.66 |
| 958251 | 2 | $ 13,557.59 | $ 938.66 |
| 958252 | 2 | $ 13,557.59 | $ 938.66 |
| 958254 | 2 | $ 13,557.59 | $ 938.66 |
| 958255 | 2 | $ 13,557.59 | $ 938.66 |
| 958256 | 2 | $ 13,557.59 | $ 938.66 |
| 958257 | 2 | $ 13,557.59 | $ 938.66 |
| 958258 | Open Space | $ - | $ - |
| 958259 | 2 | $ 13,557.59 | $ 938.66 |
| 958260 | 2 | $ 13,557.59 | $ 938.66 |
| 958262 | 2 | $ 13,557.59 | $ 938.66 |
| 958263 | 2 | $ 13,557.59 | $ 938.66 |
| 958264 | 2 | $ 13,557.59 | $ 938.66 |
| 958265 | 2 | $ 13,557.59 | $ 938.66 |
| 958266 | 2 | $ 13,557.59 | $ 938.66 |
| 958267 | 2 | $ 13,557.59 | $ 938.66 |
| 958268 | 2 | $ 13,557.59 | $ 938.66 |
| 958269 | 2 | $ 13,557.59 | $ 938.66 |
| 958270 | 2 | $ 13,557.59 | $ 938.66 |
| 958271 | 2 | $ 13,557.59 | $ 938.66 |
| 958272 | 2 | $ 13,557.59 | $ 938.66 |
| 958273 | 2 | $ 13,557.59 | $ 938.66 |
| 958274 | 2 | $ 13,557.59 | $ 938.66 |
| 958275 | 2 | $ 13,557.59 | $ 938.66 |
| 958276 | 2 | $ 13,557.59 | $ 938.66 |
| 958277 | 2 | $ 13,557.59 | $ 938.66 |
| 958278 | 2 | $ 13,557.59 | $ 938.66 |
| 958279 | 2 | $ 13,557.59 | $ 938.66 |
| 958280 | 2 | $ 13,557.59 | $ 938.66 |
| 958282 | 2 | $ 13,557.59 | $ 938.66 |
| 958283 | 2 - Prepaid | $ - | $ - |
| 958284 | 2 | $ 13,557.59 | $ 938.66 |
| 958285 | 2 | $ 13,557.59 | $ 938.66 |
| 958286 | 2 | $ 13,557.59 | $ 938.66 |
| 958287 | 2 | $ 13,557.59 | $ 938.66 |

| | | Improvement Area #2 | |
|---|---|---|---|
| Property ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 958288 | 2 | $ 13,557.59 | $ 938.66 |
| 958289 | 2 | $ 13,557.59 | $ 938.66 |
| 958290 | 2 | $ 13,557.59 | $ 938.66 |
| 958291 | 2 | $ 13,557.59 | $ 938.66 |
| 958292 | 2 | $ 13,557.59 | $ 938.66 |
| 958293 | 2 | $ 13,557.59 | $ 938.66 |
| 958294 | 2 | $ 13,557.59 | $ 938.66 |
| 958295 | 2 | $ 13,557.59 | $ 938.66 |
| 958296 | 2 | $ 13,557.59 | $ 938.66 |
| 958297 | 2 | $ 13,557.59 | $ 938.66 |
| 958298 | 2 | $ 13,557.59 | $ 938.66 |
| 958299 | 2 | $ 13,557.59 | $ 938.66 |
| 958300 | 2 | $ 13,557.59 | $ 938.66 |
| 958301 | 2 | $ 13,557.59 | $ 938.66 |
| 958302 | 2 | $ 13,557.59 | $ 938.66 |
| 958303 | 2 | $ 13,557.59 | $ 938.66 |
| 958304 | 2 | $ 13,557.59 | $ 938.66 |
| 958305 | 2 | $ 13,557.59 | $ 938.66 |
| 958306 | 2 | $ 13,557.59 | $ 938.66 |
| 958307 | 2 | $ 13,557.59 | $ 938.66 |
| 958309 | 2 | $ 13,557.59 | $ 938.66 |
| 958310 | 2 | $ 13,557.59 | $ 938.66 |
| 958311 | 2 | $ 13,557.59 | $ 938.66 |
| 958312 | 2 | $ 13,557.59 | $ 938.66 |
| 958313 | 2 | $ 13,557.59 | $ 938.66 |
| 958314 | 2 | $ 13,557.59 | $ 938.66 |
| 958315 | 2 | $ 13,557.59 | $ 938.66 |
| 958316 | 2 | $ 13,557.59 | $ 938.66 |
| 958317 | 2 | $ 13,557.59 | $ 938.66 |
| 958319 | 2 | $ 13,557.59 | $ 938.66 |
| 958320 | 2 | $ 13,557.59 | $ 938.66 |
| 958321 | 2 | $ 13,557.59 | $ 938.66 |
| 958323 | Open Space | $ - | $ - |
| 958324 | 2 | $ 13,557.59 | $ 938.66 |
| 958334 | 2 | $ 13,557.59 | $ 938.66 |
| 958335 | 2 | $ 13,557.59 | $ 938.66 |
| 958336 | 2 | $ 13,557.59 | $ 938.66 |
| 958337 | 2 | $ 13,557.59 | $ 938.66 |
| 958338 | 2 | $ 13,557.59 | $ 938.66 |
| 958339 | 2 | $ 13,557.59 | $ 938.66 |

| | | Improvement Area #2 | |
|---|---|---|---|
| Property ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 958340 | 2 | $ 13,557.59 | $ 938.66 |
| 958341 | 2 | $ 13,557.59 | $ 938.66 |
| 958343 | Open Space | $ - | $ - |
| 958344 | 2 | $ 13,557.59 | $ 938.66 |
| 958345 | 2 | $ 13,557.59 | $ 938.66 |
| 958357 | Open Space | $ - | $ - |
| 958358 | 2 | $ 13,557.59 | $ 938.66 |
| 958359 | 2 | $ 13,557.59 | $ 938.66 |
| 958360 | 2 | $ 13,557.59 | $ 938.66 |
| 958361 | 2 - Prepaid | $ - | $ - |
| 958363 | 2 | $ 13,557.59 | $ 938.66 |
| 958364 | 2 | $ 13,557.59 | $ 938.66 |
| 958365 | 2 | $ 13,557.59 | $ 938.66 |
| 958366 | 2 | $ 13,557.59 | $ 938.66 |
| 958367 | 2 | $ 13,557.59 | $ 938.66 |
| 958368 | 2 | $ 13,557.59 | $ 938.66 |
| 958369 | 2 | $ 13,557.59 | $ 938.66 |
| 958370 | Open Space | $ - | $ - |
| 958375 | 2 | $ 13,557.59 | $ 938.66 |
| 958376 | 2 | $ 13,557.59 | $ 938.66 |
| 958377 | 2 | $ 13,557.59 | $ 938.66 |
| 958378 | 2 | $ 13,557.59 | $ 938.66 |
| 958379 | 2 | $ 13,557.59 | $ 938.66 |
| 958380 | 2 | $ 13,557.59 | $ 938.66 |
| 958381 | 2 | $ 13,557.59 | $ 938.66 |
| 958382 | 2 | $ 13,557.59 | $ 938.66 |
| 958383 | 2 | $ 13,557.59 | $ 938.66 |
| 958384 | 2 | $ 13,557.59 | $ 938.66 |
| 958385 | 2 | $ 13,557.59 | $ 938.66 |
| 958386 | 2 | $ 13,557.59 | $ 938.66 |
| 958387 | 2 | $ 13,557.59 | $ 938.66 |
| 958388 | 2 | $ 13,557.59 | $ 938.66 |
| 958389 | 2 | $ 13,557.59 | $ 938.66 |
| 958390 | 2 | $ 13,557.59 | $ 938.66 |
| 958391 | 2 - Prepaid | $ - | $ - |
| 958392 | 2 | $ 13,557.59 | $ 938.66 |
| 958393 | 2 | $ 13,557.59 | $ 938.66 |
| 958394 | 2 | $ 13,557.59 | $ 938.66 |
| 958395 | 2 | $ 13,557.59 | $ 938.66 |
| 958396 | 2 | $ 13,557.59 | $ 938.66 |

| | | Improvement Area #2 | |
|---|---|---|---|
| Property ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 958397 | 2 | $ 13,557.59 | $ 938.66 |
| 958398 | Open Space | $ - | $ - |
| 958402 | 3 | $ 13,795.45 | $ 955.13 |
| 958403 | 3 | $ 13,795.45 | $ 955.13 |
| 958404 | 3 | $ 13,795.45 | $ 955.13 |
| 958405 | 3 | $ 13,795.45 | $ 955.13 |
| 958407 | 2 | $ 13,557.59 | $ 938.66 |
| 958408 | 2 | $ 13,557.59 | $ 938.66 |
| 958409 | 2 | $ 13,557.59 | $ 938.66 |
| 958410 | 2 | $ 13,557.59 | $ 938.66 |
| 958411 | 2 | $ 13,557.59 | $ 938.66 |
| 958412 | Open Space | $ - | $ - |
| 958413 | 3 | $ 13,795.45 | $ 955.13 |
| 958414 | 3 | $ 13,795.45 | $ 955.13 |
| 958415 | 3 | $ 13,795.45 | $ 955.13 |
| 958416 | 3 | $ 13,795.45 | $ 955.13 |
| 958463 | 2 | $ 13,557.59 | $ 938.66 |
| 958464 | 2 | $ 13,557.59 | $ 938.66 |
| 958465 | 2 | $ 13,557.59 | $ 938.66 |
| 958466 | 2 | $ 13,557.59 | $ 938.66 |
| 958467 | 2 | $ 13,557.59 | $ 938.66 |
| 958468 | 2 | $ 13,557.59 | $ 938.66 |
| 958469 | 2 | $ 13,557.59 | $ 938.66 |
| 958470 | 2 | $ 13,557.59 | $ 938.66 |
| 958471 | 2 | $ 13,557.59 | $ 938.66 |
| 958472 | 2 | $ 13,557.59 | $ 938.66 |
| 958475 | 3 | $ 13,795.45 | $ 955.13 |
| 958476 | 3 | $ 13,795.45 | $ 955.13 |
| 958477 | 3 | $ 13,795.45 | $ 955.13 |
| 958478 | 3 | $ 13,795.45 | $ 955.13 |
| 958479 | 3 | $ 13,795.45 | $ 955.13 |
| 958480 | 3 | $ 13,795.45 | $ 955.13 |
| 958481 | 3 | $ 13,795.45 | $ 955.13 |
| 958482 | 3 | $ 13,795.45 | $ 955.13 |
| 958483 | 3 | $ 13,795.45 | $ 955.13 |
| 958484 | 2 | $ 13,557.59 | $ 938.66 |
| 958485 | 2 | $ 13,557.59 | $ 938.66 |
| 958486 | 2 | $ 13,557.59 | $ 938.66 |

| | | Improvement Area #2 | |
|---|---|---|---|
| Property ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 958487 | 2 | $ 13,557.59 | $ 938.66 |
| 958488 | 2 | $ 13,557.59 | $ 938.66 |
| 958489 | 2 | $ 13,557.59 | $ 938.66 |
| 958490 | 2 | $ 13,557.59 | $ 938.66 |
| 958491 | 2 | $ 13,557.59 | $ 938.66 |
| 958492 | 3 | $ 13,795.45 | $ 955.13 |
| 958493 | 3 | $ 13,795.45 | $ 955.13 |
| 958494 | 3 | $ 13,795.45 | $ 955.13 |
| 958495 | 3 | $ 13,795.45 | $ 955.13 |
| 958496 | 3 | $ 13,795.45 | $ 955.13 |
| 958497 | 2 | $ 13,557.59 | $ 938.66 |
| 958498 | 2 | $ 13,557.59 | $ 938.66 |
| 958499 | 2 | $ 13,557.59 | $ 938.66 |
| 958500 | 2 | $ 13,557.59 | $ 938.66 |
| 958501 | 2 | $ 13,557.59 | $ 938.66 |
| 958761 | 2 | $ 13,557.59 | $ 938.66 |
| 958762 | 2 | $ 13,557.59 | $ 938.66 |
| 958763 | 2 | $ 13,557.59 | $ 938.66 |
| 958764 | 2 | $ 13,557.59 | $ 938.66 |
| 958765 | 2 | $ 13,557.59 | $ 938.66 |
| 958766 | 2 | $ 13,557.59 | $ 938.66 |
| 958767 | 2 | $ 13,557.59 | $ 938.66 |
| 958768 | 2 | $ 13,557.59 | $ 938.66 |
| 958769 | Open Space | $ - | $ - |
| 958770 | 2 | $ 13,557.59 | $ 938.66 |
| 958771 | 2 | $ 13,557.59 | $ 938.66 |
| 958772 | 3 | $ 13,795.45 | $ 955.13 |
| 958773 | 3 | $ 13,795.45 | $ 955.13 |
| 958774 | Open Space | $ - | $ - |
| 958775 | 3 | $ 13,795.45 | $ 955.13 |
| 958776 | 3 | $ 13,795.45 | $ 955.13 |
| 958777 | 3 | $ 13,795.45 | $ 955.13 |
| 958778 | 3 | $ 13,795.45 | $ 955.13 |
| 958779 | 3 | $ 13,795.45 | $ 955.13 |
| 958780 | 3 | $ 13,795.45 | $ 955.13 |
| 958781 | Open Space | $ - | $ - |
| 958782 | 3 | $ 13,795.45 | $ 955.13 |
| 958783 | 3 | $ 13,795.45 | $ 955.13 |
| 958784 | 3 | $ 13,795.45 | $ 955.13 |
| 958785 | 3 | $ 13,795.45 | $ 955.13 |

| | | Improvement Area #2 | |
|---|---|---|---|
| Property ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 958786 | 3 | $ 13,795.45 | $ 955.13 |
| 958787 | 3 | $ 13,795.45 | $ 955.13 |
| 958788 | 3 | $ 13,795.45 | $ 955.13 |
| 958789 | 3 | $ 13,795.45 | $ 955.13 |
| 958790 | 3 | $ 13,795.45 | $ 955.13 |
| 958791 | 3 | $ 13,795.45 | $ 955.13 |
| 958792 | 3 | $ 13,795.45 | $ 955.13 |
| 958793 | 3 | $ 13,795.45 | $ 955.13 |
| 958794 | 2 | $ 13,557.59 | $ 938.66 |
| 958795 | 2 | $ 13,557.59 | $ 938.66 |
| 958796 | 2 | $ 13,557.59 | $ 938.66 |
| 958797 | 2 | $ 13,557.59 | $ 938.66 |
| 958798 | 2 | $ 13,557.59 | $ 938.66 |
| 958799 | 3 | $ 13,795.45 | $ 955.13 |
| 958800 | 3 | $ 13,795.45 | $ 955.13 |
| 958801 | 3 | $ 13,795.45 | $ 955.13 |
| 958802 | 2 | $ 13,557.59 | $ 938.66 |
| 958803 | 2 | $ 13,557.59 | $ 938.66 |
| 958804 | 2 | $ 13,557.59 | $ 938.66 |
| 958805 | 3 | $ 13,795.45 | $ 955.13 |
| 958806 | 3 | $ 13,795.45 | $ 955.13 |
| 958807 | 3 | $ 13,795.45 | $ 955.13 |
| 958808 | 3 | $ 13,795.45 | $ 955.13 |
| 958809 | 3 | $ 13,795.45 | $ 955.13 |
| 958810 | 3 | $ 13,795.45 | $ 955.13 |
| 958811 | 3 | $ 13,795.45 | $ 955.13 |
| 958812 | 3 | $ 13,795.45 | $ 955.13 |
| 958813 | 3 | $ 13,795.45 | $ 955.13 |
| 958814 | 3 | $ 13,795.45 | $ 955.13 |
| 958815 | 3 | $ 13,795.45 | $ 955.13 |
| 958816 | 3 | $ 13,795.45 | $ 955.13 |
| 958817 | 3 | $ 13,795.45 | $ 955.13 |
| 958818 | 3 | $ 13,795.45 | $ 955.13 |
| 958819 | 3 | $ 13,795.45 | $ 955.13 |
| 958820 | 3 | $ 13,795.45 | $ 955.13 |
| 958821 | 3 | $ 13,795.45 | $ 955.13 |
| 958822 | 3 | $ 13,795.45 | $ 955.13 |
| 958823 | 3 | $ 13,795.45 | $ 955.13 |
| 958824 | 3 | $ 13,795.45 | $ 955.13 |
| 958825 | 2 | $ 13,557.59 | $ 938.66 |

| | | Improvement Area #2 | |
|---|---|---|---|
| Property ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 958826 | 2 | $ 13,557.59 | $ 938.66 |
| 958827 | 2 | $ 13,557.59 | $ 938.66 |
| 958828 | 2 | $ 13,557.59 | $ 938.66 |
| 958829 | 2 | $ 13,557.59 | $ 938.66 |
| 958830 | 3 | $ 13,795.45 | $ 955.13 |
| 958831 | 3 | $ 13,795.45 | $ 955.13 |
| 958832 | 3 | $ 13,795.45 | $ 955.13 |
| 958833 | 3 | $ 13,795.45 | $ 955.13 |
| 958834 | 3 | $ 13,795.45 | $ 955.13 |
| 958835 | 3 | $ 13,795.45 | $ 955.13 |
| 958836 | 3 | $ 13,795.45 | $ 955.13 |
| 958837 | 3 | $ 13,795.45 | $ 955.13 |
| 958838 | 3 | $ 13,795.45 | $ 955.13 |
| 958839 | Open Space | $ - | $ - |
| 958840 | 3 | $ 13,795.45 | $ 955.13 |
| 964363 | 2 | $ 13,557.59 | $ 938.66 |
| 964364 | 2 | $ 13,557.59 | $ 938.66 |
| 964365 | 2 | $ 13,557.59 | $ 938.66 |
| 964366 | 2 | $ 13,557.59 | $ 938.66 |
| 964367 | 2 | $ 13,557.59 | $ 938.66 |
| 964368 | 2 | $ 13,557.59 | $ 938.66 |
| 964369 | 2 | $ 13,557.59 | $ 938.66 |
| 964370 | 2 | $ 13,557.59 | $ 938.66 |
| 964371 | 2 | $ 13,557.59 | $ 938.66 |
| **Total** | | **$ 3,380,122.32** | **$ 234,023.43** |

*Note: Totals may not sum due to rounding. Due to prepayments not yet redeemed the outstanding assessment may be less than outstanding Bonds for Improvement Area #2.*

# EXHIBIT G-2 – IMPROVEMENT AREA #2 ANNUAL INSTALLMENT SCHEDULE

| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs | Additional Interest [b] | Capitalized Interest | Total Annual Installment |
|---|---|---|---|---|---|---|
| 2025 | $ 78,190 | $ 124,883 | $ 16,464 | $ 17,104 | $ - | $ 236,641 |
| 2026 | 80,633 | 122,929 | 16,794 | 16,713 | - | 237,068 |
| 2027 | 83,076 | 120,913 | 17,129 | 16,310 | - | 237,429 |
| 2028 | 85,520 | 118,317 | 17,472 | 15,894 | - | 237,203 |
| 2029 | 87,963 | 115,644 | 17,821 | 15,467 | - | 236,896 |
| 2030 | 90,407 | 112,895 | 18,178 | 15,027 | - | 236,507 |
| 2031 | 92,850 | 110,070 | 18,541 | 14,575 | - | 236,037 |
| 2032 | 97,737 | 107,169 | 18,912 | 14,111 | - | 237,929 |
| 2033 | 100,180 | 103,748 | 19,291 | 13,622 | - | 236,841 |
| 2034 | 102,624 | 100,242 | 19,676 | 13,121 | - | 235,663 |
| 2035 | 107,511 | 96,650 | 20,070 | 12,608 | - | 236,838 |
| 2036 | 112,398 | 92,887 | 20,471 | 12,071 | - | 237,826 |
| 2037 | 114,841 | 88,953 | 20,881 | 11,509 | - | 236,183 |
| 2038 | 119,728 | 84,933 | 21,298 | 10,934 | - | 236,894 |
| 2039 | 124,615 | 80,743 | 21,724 | 10,336 | - | 237,418 |
| 2040 | 129,502 | 76,381 | 22,159 | 9,713 | - | 237,754 |
| 2041 | 134,388 | 71,849 | 22,602 | 9,065 | - | 237,904 |
| 2042 | 139,275 | 67,145 | 23,054 | 8,393 | - | 237,868 |
| 2043 | 144,162 | 61,574 | 23,515 | 7,697 | - | 236,948 |
| 2044 | 149,049 | 55,808 | 23,985 | 6,976 | - | 235,818 |
| 2045 | 156,379 | 49,846 | 24,465 | 6,231 | - | 236,921 |
| 2046 | 163,709 | 43,591 | 24,954 | 5,449 | - | 237,703 |
| 2047 | 171,040 | 37,042 | 25,453 | 4,630 | - | 238,166 |
| 2048 | 175,927 | 30,201 | 25,962 | 3,775 | - | 235,865 |
| 2049 | 185,700 | 23,164 | 26,482 | 2,895 | - | 238,241 |
| 2050 | 193,031 | 15,736 | 27,011 | 1,967 | - | 237,745 |
| 2051 | 200,361 | 8,014 | 27,552 | 1,002 | - | 236,929 |
| **Total** | **$ 3,420,795** | **$ 2,121,327** | **$ 581,918** | **$ 277,194** | **$ -** | **$ 6,401,234** |

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

# EXHIBIT H-1 – IMPROVEMENT AREA #3 ASSESSMENT ROLL

| | | Improvement Area #3 | |
|---|---|---|---|
| Parcel ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 958418 | Condo Parcel | $ 861,981.44 | $ 68,351.86 |
| 958419 | Non-Benefited | $ - | $ - |
| 966229 | Non-Benefited | $ - | $ - |
| 965955 | Non-Benefited | $ - | $ - |
| 966065 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 965943 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965944 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965945 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965946 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965947 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965948 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965949 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965950 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965951 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965952 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965953 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965954 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965956 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965957 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965958 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965959 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965960 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965961 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965962 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965963 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965964 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 965965 | Non-Benefited | $ - | $ - |
| 965966 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965967 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965968 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965969 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965970 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965971 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965972 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965973 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965974 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965975 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965976 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965977 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965978 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |

| | | Improvement Area #3 | |
|---|---|---|---|
| Parcel ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 965979 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965980 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965981 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965983 | Non-Benefited | $ - | $ - |
| 965984 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 965985 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 965986 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 965987 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 965988 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 965989 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 965990 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 965991 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 965992 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 965993 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 965994 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 965995 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 965996 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 965997 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 965998 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 965999 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966000 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966001 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966002 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966003 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966004 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966005 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966006 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966007 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966008 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966009 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966010 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966011 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966012 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966013 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966014 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966015 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966016 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966017 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966018 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966019 | Lot Type 4 | $ 11,205.76 | $ 888.57 |

| | | Improvement Area #3 | |
|---|---|---|---|
| Parcel ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 966020 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966021 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966022 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966023 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966024 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966025 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966026 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966027 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966028 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966029 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966030 | Non-Benefited | $ - | $ - |
| 966031 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966032 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966033 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966034 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966035 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966036 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966037 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966038 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966039 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966040 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966041 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966042 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966043 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966044 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966045 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966046 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966047 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966048 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966049 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966050 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966051 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966052 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966053 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966054 | Non-Benefited | $ - | $ - |
| 966055 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966056 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966057 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966058 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966059 | Lot Type 4 | $ 11,205.76 | $ 888.57 |

| | | Improvement Area #3 | |
|---|---|---|---|
| Parcel ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 966060 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966061 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966062 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966063 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966064 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966066 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966067 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966069 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966070 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966071 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966072 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966073 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966074 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966075 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966076 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966077 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966078 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966079 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966080 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966081 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966082 | Non-Benefited | $ - | $ - |
| 966083 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966084 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966085 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966086 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966087 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966088 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966089 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966090 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966091 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966092 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966093 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966094 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966095 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966124 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966125 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966126 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966127 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966128 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966129 | Lot Type 4 | $ 11,205.76 | $ 888.57 |

| | | Improvement Area #3 | |
|---|---|---|---|
| Parcel ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 966130 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966131 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966132 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966133 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966134 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966135 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966136 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966137 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966138 | Non-Benefited | $ - | $ - |
| 966139 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966140 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966141 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966142 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966143 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966144 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966145 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966146 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966147 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966148 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966149 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966150 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966151 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966152 | Non-Benefited | $ - | $ - |
| 966153 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966154 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966155 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966156 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966157 | Non-Benefited | $ - | $ - |
| 966158 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966159 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966160 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966161 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966162 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966163 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966164 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966165 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966166 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966167 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966168 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966169 | Lot Type 4 | $ 11,205.76 | $ 888.57 |

| | | Improvement Area #3 | |
|---|---|---|---|
| Parcel ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 966170 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966171 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966172 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966173 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966174 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966175 | Non-Benefited | $ - | $ - |
| 966176 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966177 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966178 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966179 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966180 | Non-Benefited | $ - | $ - |
| 966181 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966182 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966183 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966184 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966185 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966186 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966187 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966188 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966189 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966190 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966191 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966192 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966193 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966194 | Non-Benefited | $ - | $ - |
| 966196 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966197 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966198 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966199 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966200 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966201 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966202 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966203 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966204 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966205 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966206 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966207 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966208 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966209 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966210 | Lot Type 4 | $ 11,205.76 | $ 888.57 |

| | | Improvement Area #3 | |
|---|---|---|---|
| Parcel ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 966211 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966212 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966213 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966214 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966215 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966216 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966217 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966218 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966219 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966220 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966221 | Non-Benefited | $ - | $ - |
| 966222 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966223 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966224 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966225 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966226 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966227 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966228 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966230 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966231 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966232 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966233 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966234 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966235 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966236 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966237 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966238 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966239 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966240 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966241 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966242 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966243 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966244 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966245 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966246 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966247 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966098 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966099 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966100 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966101 | Lot Type 4 | $ 11,205.76 | $ 888.57 |

| | | Improvement Area #3 | |
|---|---|---|---|
| Parcel ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 966102 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966103 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966104 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966105 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966106 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966107 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966108 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966109 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966110 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966111 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966112 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966113 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966114 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966115 | Non-Benefited | $ - | $ - |
| 966116 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966117 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966118 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966119 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966120 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966121 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966122 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966123 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| **Total** | | **$ 4,245,000.00** | **$ 336,612.42** |

*Note: Totals may not sum due to rounding.*

# EXHIBIT H-2 – IMPROVEMENT AREA #3 BONDS ANNUAL INSTALLMENT SCHEDULE

| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs | Additional Interest [b] | Total Annual Installment |
|---|---|---|---|---|---|
| 2025 | $ 71,000 | $ 224,860 | $ 19,527 | $ 21,225 | $ 336,612 |
| 2026 | 72,000 | 221,665 | 19,918 | 20,870 | 334,453 |
| 2027 | 75,000 | 218,425 | 20,316 | 20,510 | 334,251 |
| 2028 | 79,000 | 215,050 | 20,723 | 20,135 | 334,908 |
| 2029 | 83,000 | 211,495 | 21,137 | 19,740 | 335,372 |
| 2030 | 85,000 | 207,760 | 21,560 | 19,325 | 333,645 |
| 2031 | 90,000 | 203,935 | 21,991 | 18,900 | 334,826 |
| 2032 | 94,000 | 199,210 | 22,431 | 18,450 | 334,091 |
| 2033 | 98,000 | 194,275 | 22,879 | 17,980 | 333,134 |
| 2034 | 103,000 | 189,130 | 23,337 | 17,490 | 332,957 |
| 2035 | 108,000 | 183,723 | 23,804 | 16,975 | 332,501 |
| 2036 | 113,000 | 178,053 | 24,280 | 16,435 | 331,767 |
| 2037 | 119,000 | 172,120 | 24,765 | 15,870 | 331,755 |
| 2038 | 126,000 | 165,873 | 25,261 | 15,275 | 332,408 |
| 2039 | 133,000 | 159,258 | 25,766 | 14,645 | 332,669 |
| 2040 | 139,000 | 152,275 | 26,281 | 13,980 | 331,536 |
| 2041 | 147,000 | 144,978 | 26,807 | 13,285 | 332,069 |
| 2042 | 154,000 | 137,260 | 27,343 | 12,550 | 331,153 |
| 2043 | 162,000 | 129,175 | 27,890 | 11,780 | 330,845 |
| 2044 | 170,000 | 120,670 | 28,448 | 10,970 | 330,088 |
| 2045 | 180,000 | 111,320 | 29,017 | 10,120 | 330,457 |
| 2046 | 191,000 | 101,420 | 29,597 | 9,220 | 331,237 |
| 2047 | 200,000 | 90,915 | 30,189 | 8,265 | 329,369 |
| 2048 | 211,000 | 79,915 | 30,793 | 7,265 | 328,973 |
| 2049 | 222,000 | 68,310 | 31,409 | 6,210 | 327,929 |
| 2050 | 235,000 | 56,100 | 32,037 | 5,100 | 328,237 |
| 2051 | 248,000 | 43,175 | 32,678 | 3,925 | 327,778 |
| 2052 | 261,000 | 29,535 | 33,331 | 2,685 | 326,551 |
| 2053 | 276,000 | 15,180 | 33,998 | 1,380 | 326,558 |
| **Total** | **$ 4,245,000** | **$ 4,225,058** | **$ 757,512** | **$ 390,560** | **$ 9,618,130** |

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

# EXHIBIT H-3 - IMPROVEMENT AREA #3 TOTAL ANNUAL INSTALLMENT SCHEDULE

| | Major Improvement Area Bonds | | | | Improvement Area #3 Bonds | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs | Additional Interest [c] | Principal | Interest [b] | Annual Collection Costs | Additional Interest [c] | Total Annual Installment |
| 2025 | $ 49,744 | $ 100,665 | $ 9,914 | $ 12,086 | $ 71,000 | $ 224,860 | $ 19,527 | $ 21,225 | $ 509,022 |
| 2026 | 52,853 | 99,111 | 10,112 | 11,837 | 72,000 | 221,665 | 19,918 | 20,870 | 508,366 |
| 2027 | 54,407 | 97,459 | 10,314 | 11,573 | 75,000 | 218,425 | 20,316 | 20,510 | 508,005 |
| 2028 | 55,962 | 95,419 | 10,521 | 11,301 | 79,000 | 215,050 | 20,723 | 20,135 | 508,110 |
| 2029 | 57,516 | 93,320 | 10,731 | 11,021 | 83,000 | 211,495 | 21,137 | 19,740 | 507,961 |
| 2030 | 60,625 | 91,163 | 10,946 | 10,734 | 85,000 | 207,760 | 21,560 | 19,325 | 507,113 |
| 2031 | 62,180 | 88,890 | 11,165 | 10,431 | 90,000 | 203,935 | 21,991 | 18,900 | 507,491 |
| 2032 | 65,289 | 86,558 | 11,388 | 10,120 | 94,000 | 199,210 | 22,431 | 18,450 | 507,446 |
| 2033 | 68,398 | 83,865 | 11,616 | 9,793 | 98,000 | 194,275 | 22,879 | 17,980 | 506,806 |
| 2034 | 71,507 | 81,044 | 11,848 | 9,451 | 103,000 | 189,130 | 23,337 | 17,490 | 506,807 |
| 2035 | 74,616 | 78,094 | 12,085 | 9,094 | 108,000 | 183,723 | 23,804 | 16,975 | 506,390 |
| 2036 | 77,725 | 75,016 | 12,327 | 8,721 | 113,000 | 178,053 | 24,280 | 16,435 | 505,556 |
| 2037 | 80,834 | 71,810 | 12,573 | 8,332 | 119,000 | 172,120 | 24,765 | 15,870 | 505,305 |
| 2038 | 83,943 | 68,476 | 12,825 | 7,928 | 126,000 | 165,873 | 25,261 | 15,275 | 505,579 |
| 2039 | 87,052 | 65,013 | 13,081 | 7,508 | 133,000 | 159,258 | 25,766 | 14,645 | 505,323 |
| 2040 | 91,715 | 61,422 | 13,343 | 7,073 | 139,000 | 152,275 | 26,281 | 13,980 | 505,089 |
| 2041 | 94,824 | 57,639 | 13,610 | 6,614 | 147,000 | 144,978 | 26,807 | 13,285 | 504,756 |
| 2042 | 99,488 | 53,727 | 13,882 | 6,140 | 154,000 | 137,260 | 27,343 | 12,550 | 504,390 |
| 2043 | 104,151 | 49,375 | 14,159 | 5,643 | 162,000 | 129,175 | 27,890 | 11,780 | 504,173 |
| 2044 | 108,815 | 44,818 | 14,443 | 5,122 | 170,000 | 120,670 | 28,448 | 10,970 | 503,285 |
| 2045 | 113,478 | 40,057 | 14,731 | 4,578 | 180,000 | 111,320 | 29,017 | 10,120 | 503,302 |
| 2046 | 118,142 | 35,093 | 15,026 | 4,011 | 191,000 | 101,420 | 29,597 | 9,220 | 503,508 |
| 2047 | 124,360 | 29,924 | 15,327 | 3,420 | 200,000 | 90,915 | 30,189 | 8,265 | 502,399 |
| 2048 | 130,578 | 24,483 | 15,633 | 2,798 | 211,000 | 79,915 | 30,793 | 7,265 | 502,465 |
| 2049 | 136,796 | 18,771 | 15,946 | 2,145 | 222,000 | 68,310 | 31,409 | 6,210 | 501,586 |
| 2050 | 143,014 | 12,786 | 16,265 | 1,461 | 235,000 | 56,100 | 32,037 | 5,100 | 501,762 |
| 2051 | 149,232 | 6,529 | 16,590 | 746 | 248,000 | 43,175 | 32,678 | 3,925 | 500,874 |
| 2052 | - | - | - | - | 261,000 | 29,535 | 33,331 | 2,685 | 326,551 |
| 2053 | - | - | - | - | 276,000 | 15,180 | 33,998 | 1,380 | 326,558 |
| **Total** | **$ 2,417,242** | **$ 1,710,527** | **$ 350,398** | **$ 199,683** | **$ 4,245,000** | **$ 4,225,058** | **$ 757,512** | **$ 390,560** | **$ 14,295,979** |

[a] Interest is calculated at the actual rate of the Major Improvement Area PID Bonds.
[b] Interest is calculated at the actual rate of the Improvement Area #3 PID Bonds.
[c] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

# EXHIBIT I-1 - IMPROVEMENT AREA #4 ASSESSMENT ROLL

| | | | Improvement Area #4 | |
|---|---|---|---|---|
| Parcel ID | Legal Description | Lot Type | Outstanding Assessment [c] | Annual Installment Due 1/31/2025 [c] |
| 248072 | Abs. 154, Sur. 52, AC Caldwell | Initial Parcel | $ 656,300.72 | $ - |
| 248122 [a] | Abs. 456, Sur. 64, L Kimbro | Initial Parcel | $ 686,398.75 | $ - |
| 477399 [b] | Lot 2, J F Nagle Estates | Initial Parcel | $ 304,590.13 | $ - |
| 704716 | Abs. 154, Sur. 52, AC Caldwell | Initial Parcel | $ 630,781.17 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block B Lot 1 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block B Lot 2 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block B Lot 3 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block B Lot 4 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block B Lot 5 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block B Lot 6 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block B Lot 7 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block B Lot 8 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block B Lot 9 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block B Lot 10 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block B Lot 11 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block D Lot 12 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block D Lot 13 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block D Lot 14 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block D Lot 15 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block D Lot 16 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block D Lot 17 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block D Lot 18 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD | Manor Heights Phase 4 Section A Block E Lot 1 | Non-Benefited | $ - | $ - |
| TBD | Manor Heights Phase 4 Section A Block E Lot 2 | Non-Benefited | $ - | $ - |
| TBD | Manor Heights Phase 4 Section A Block F Lot 1 | Non-Benefited | $ - | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 2 | Lot Type 8 | $ 11,606.66 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 3 | Lot Type 8 | $ 11,606.66 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 4 | Lot Type 8 | $ 11,606.66 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 5 | Lot Type 8 | $ 11,606.66 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 6 | Lot Type 8 | $ 11,606.66 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 7 | Lot Type 8 | $ 11,606.66 | $ - |
| TBD | Manor Heights Phase 4 Section A Block F Lot 8 | Non-Benefited | $ - | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 9 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 10 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 11 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 12 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 13 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 14 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 15 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 16 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 17 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD | Manor Heights Phase 4 Section A Block G Lot 1 | Non-Benefited | $ - | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 2 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 3 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 4 | Lot Type 7 | $ 10,551.51 | $ - |

| | | | Improvement Area #4 | |
|---|---|---|---|---|
| Parcel ID | Legal Description | Lot Type | Outstanding Assessment [c] | Annual Installment Due 1/31/2025 [c] |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 5 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 6 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 7 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 8 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 9 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 10 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 11 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 12 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 13 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 14 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 15 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 16 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 17 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 18 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 19 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 20 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 21 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 22 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 23 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 24 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 25 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 26 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 27 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 28 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 29 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 30 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 31 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 32 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 33 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 34 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 35 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 36 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 37 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 38 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 39 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 40 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 41 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 42 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 43 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 44 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 1 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 2 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 3 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 4 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 5 | Lot Type 7 | $ 10,551.51 | $ - |

| | | | Improvement Area #4 | |
|---|---|---|---|---|
| Parcel ID | Legal Description | Lot Type | Outstanding Assessment [c] | Annual Installment Due 1/31/2025 [c] |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 6 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 7 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 8 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 9 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 10 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 11 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 12 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 13 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 14 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 15 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 16 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 17 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 18 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 19 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 20 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 21 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 1 | Lot Type 8 | $ 11,606.66 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 2 | Lot Type 8 | $ 11,606.66 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 3 | Lot Type 8 | $ 11,606.66 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 4 | Lot Type 8 | $ 11,606.66 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 5 | Lot Type 8 | $ 11,606.66 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 6 | Lot Type 8 | $ 11,606.66 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 7 | Lot Type 8 | $ 11,606.66 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 8 | Lot Type 8 | $ 11,606.66 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 9 | Lot Type 8 | $ 11,606.66 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 10 | Lot Type 8 | $ 11,606.66 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 11 | Lot Type 8 | $ 11,606.66 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 12 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 13 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 14 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 15 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 16 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 17 | Lot Type 8 | $ 11,606.66 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 18 | Lot Type 8 | $ 11,606.66 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 19 | Lot Type 8 | $ 11,606.66 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 20 | Lot Type 8 | $ 11,606.66 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 21 | Lot Type 8 | $ 11,606.66 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 22 | Lot Type 8 | $ 11,606.66 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 23 | Lot Type 8 | $ 11,606.66 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 24 | Lot Type 8 | $ 11,606.66 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 25 | Lot Type 8 | $ 11,606.66 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 26 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 27 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 28 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 29 | Lot Type 7 | $ 10,551.51 | $ - |

| | | | Improvement Area #4 | |
|---|---|---|---|---|
| Parcel ID | Legal Description | Lot Type | Outstanding Assessment [c] | Annual Installment Due 1/31/2025 [c] |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 30 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 31 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 32 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 33 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 34 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 35 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 36 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 37 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 38 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 39 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 40 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 41 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 1 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 2 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 3 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 4 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 5 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 6 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 7 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 8 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 9 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 10 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 11 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 12 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 13 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 14 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 15 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 16 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 17 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block K Lot 1 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block K Lot 2 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block K Lot 3 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block K Lot 4 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block K Lot 5 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block K Lot 6 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block K Lot 7 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block K Lot 8 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block K Lot 9 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block K Lot 10 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block K Lot 11 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block K Lot 12 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block K Lot 13 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block K Lot 14 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 1 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 2 | Lot Type 7 | $ 10,551.51 | $ - |

| | | | Improvement Area #4 | |
|---|---|---|---|---|
| Parcel ID | Legal Description | Lot Type | Outstanding Assessment [c] | Annual Installment Due 1/31/2025 [c] |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 3 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 4 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 5 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 6 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 7 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 8 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 9 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 10 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 11 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 12 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 13 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 14 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 15 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 16 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 17 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 18 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 19 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 20 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block M Lot 11 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block M Lot 12 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block M Lot 13 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block M Lot 14 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block M Lot 15 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block M Lot 16 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block M Lot 17 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block M Lot 18 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block M Lot 19 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block M Lot 20 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD | Manor Heights Phase 4 Section A Block O Lot 21 | Non-Benefited | $ - | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 1 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 2 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 3 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 4 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 5 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 6 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD | Manor Heights Phase 4 Section B Block A Lot 7 | Non-Benefited | $ - | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 8 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 9 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 10 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 11 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 12 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 13 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 14 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 15 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 16 | Lot Type 7 | $ 10,551.51 | $ - |

| | | | Improvement Area #4 | |
|---|---|---|---|---|
| Parcel ID | Legal Description | Lot Type | Outstanding Assessment [c] | Annual Installment Due 1/31/2025 [c] |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 17 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 18 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 19 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 20 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 21 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 22 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 23 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 24 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 25 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 26 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD | Manor Heights Phase 4 Section B Block C Lot 1 | Non-Benefited | $ - | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 2 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 3 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 4 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 5 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 6 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 7 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 8 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 9 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 10 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 11 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 12 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 13 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 14 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 15 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 16 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 17 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 18 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 19 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 20 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 21 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 1 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 2 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 3 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 4 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 5 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 6 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 7 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 8 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 9 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD | Manor Heights Phase 4 Section B Block D Lot 10 | Non-Benefited | $ - | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 19 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 20 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 21 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 22 | Lot Type 7 | $ 10,551.51 | $ - |

| Parcel ID | Legal Description | Lot Type | Improvement Area #4 Outstanding Assessment [c] | Improvement Area #4 Annual Installment Due 1/31/2025 [c] |
|---|---|---|---|---|
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 23 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 24 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 25 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 26 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 27 | Lot Type 7 | $ 10,551.51 | $ - |
| **Total** | | | **$ 5,070,000.00** | **$ -** |

Notes:

*[a] For billing purposes only, until platted parcels within the Manor Heights Phase 4 Section A Final Plat, which is located within initial parcel 248122, are assigned a property ID by the Appraisal District, the Assessment and Annual Installment will be billed to initial parcel 248122. The IA#4 Assessment allocable to initial parcel 248122 is $2,813,582.93. The IA#4 Annual Installment due 1/31/2025 allocable to initial parcel 248122 is $0.00.*

*[b] For billing purposes only, until platted parcels within the Manor Heights Phase 4 Section B Final Plat, which is located within initial parcel 477399, are assigned a property ID by the Appraisal District, the Assessment and Annual Installment will be billed to initial parcel 477399. The IA#4 Assessment allocable to initial parcel 477399 is $969,335.19. The IA#4 Annual Installment due 1/31/2025 allocable to initial parcel 477399 is $0.00.*

*[c] For billing purposes only, until a plat has been recorded within the Improvement Area #4 Initial Parcel, the Annual Installment will be billed to each Tax Parcel within the Major Improvement Area Initial Parcel based on the acreage of the Tax Parcel as calculated by the Appraisal District. Totals may not sum due to rounding.*

# EXHIBIT I-2 - IMPROVEMENT AREA #4 BONDS ANNUAL INSTALLMENT SCHEDULE

| Installment Due 1/31 | Principal | Interest [a] | Capitalized Interest | Additional Interest [b] | Annual Collection Costs | Annual Installment |
|---|---|---|---|---|---|---|
| 2025 | $ - | $ 414,050 | $ (414,050) | $ - | $ - | $ - |
| 2026 | 59,000 | $ 310,538 | $ - | 25,350 | 31,212 | 426,100 |
| 2027 | 63,000 | $ 306,924 | $ - | 25,055 | 31,836 | 426,815 |
| 2028 | 67,000 | $ 303,065 | $ - | 24,740 | 32,473 | 427,278 |
| 2029 | 72,000 | $ 298,961 | $ - | 24,405 | 33,122 | 428,489 |
| 2030 | 75,000 | $ 294,551 | $ - | 24,045 | 33,785 | 427,381 |
| 2031 | 80,000 | $ 289,958 | $ - | 23,670 | 34,461 | 428,088 |
| 2032 | 84,000 | $ 285,058 | $ - | 23,270 | 35,150 | 427,477 |
| 2033 | 88,000 | $ 279,913 | $ - | 22,850 | 35,853 | 426,615 |
| 2034 | 93,000 | $ 274,523 | $ - | 22,410 | 36,570 | 426,502 |
| 2035 | 98,000 | $ 268,826 | $ - | 21,945 | 37,301 | 426,072 |
| 2036 | 104,000 | $ 262,824 | $ - | 21,455 | 38,047 | 426,326 |
| 2037 | 111,000 | $ 256,454 | $ - | 20,935 | 38,808 | 427,197 |
| 2038 | 118,000 | $ 249,655 | $ - | 20,380 | 39,584 | 427,619 |
| 2039 | 125,000 | $ 242,428 | $ - | 19,790 | 40,376 | 427,594 |
| 2040 | 132,000 | $ 234,771 | $ - | 19,165 | 41,184 | 427,120 |
| 2041 | 141,000 | $ 226,686 | $ - | 18,505 | 42,007 | 428,198 |
| 2042 | 149,000 | $ 218,050 | $ - | 17,800 | 42,847 | 427,697 |
| 2043 | 158,000 | $ 208,924 | $ - | 17,055 | 43,704 | 427,683 |
| 2044 | 167,000 | $ 199,246 | $ - | 16,265 | 44,578 | 427,090 |
| 2045 | 178,000 | $ 189,018 | $ - | 15,430 | 45,470 | 427,917 |
| 2046 | 189,000 | $ 178,115 | $ - | 14,540 | 46,379 | 428,034 |
| 2047 | 200,000 | $ 166,539 | $ - | 13,595 | 47,307 | 427,441 |
| 2048 | 212,000 | $ 154,289 | $ - | 12,595 | 48,253 | 427,137 |
| 2049 | 225,000 | $ 141,304 | $ - | 11,535 | 49,218 | 427,057 |
| 2050 | 239,000 | $ 127,523 | $ - | 10,410 | 50,203 | 427,135 |
| 2051 | 254,000 | $ 112,884 | $ - | 9,215 | 51,207 | 427,305 |
| 2052 | 497,000 | $ 97,326 | $ - | 7,945 | 52,231 | 654,502 |
| 2053 | 529,000 | $ 66,885 | $ - | 5,460 | 53,275 | 654,620 |
| 2054 | 563,000 | $ 34,484 | $ - | 2,815 | 54,341 | 654,640 |
| **Total** | **$ 5,070,000** | **$ 6,693,768** | **$ (414,050)** | **$ 512,630** | **$ 1,210,783** | **$ 13,073,131** |

[a] Interest is calculated at a rate of 6.125% for illustrative purposes.

[b] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

# EXHIBIT I-3 - IMPROVEMENT AREA #4 TOTAL ANNUAL INSTALLMENT SCHEDULE

| | Major Improvement Area Bonds | | | | Improvement Area #4 Bonds | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs | Additional Interest [c] | Principal | Interest [b] | Capitalized Interest | Additional Interest [c] | Annual Collection Costs | Total Annual Installment |
| 2025 | $ 65,284 | $ 132,113 | $ 13,011 | $ 15,862 | $ - | $ 414,050 | $ (414,050) | $ - | $ - | $ 226,270 |
| 2026 | 69,364 | 130,073 | 13,271 | 15,536 | 59,000 | 310,538 | $ - | 25,350 | 31,212 | 654,343 |
| 2027 | 71,404 | 127,905 | 13,537 | 15,189 | 63,000 | 306,924 | $ - | 25,055 | 31,836 | 654,850 |
| 2028 | 73,444 | 125,228 | 13,807 | 14,832 | 67,000 | 303,065 | $ - | 24,740 | 32,473 | 654,589 |
| 2029 | 75,484 | 122,474 | 14,083 | 14,464 | 72,000 | 298,961 | $ - | 24,405 | 33,122 | 654,995 |
| 2030 | 79,565 | 119,643 | 14,365 | 14,087 | 75,000 | 294,551 | $ - | 24,045 | 33,785 | 655,041 |
| 2031 | 81,605 | 116,659 | 14,652 | 13,689 | 80,000 | 289,958 | $ - | 23,670 | 34,461 | 654,694 |
| 2032 | 85,685 | 113,599 | 14,945 | 13,281 | 84,000 | 285,058 | $ - | 23,270 | 35,150 | 654,988 |
| 2033 | 89,765 | 110,064 | 15,244 | 12,853 | 88,000 | 279,913 | $ - | 22,850 | 35,853 | 654,542 |
| 2034 | 93,846 | 106,362 | 15,549 | 12,404 | 93,000 | 274,523 | $ - | 22,410 | 36,570 | 654,663 |
| 2035 | 97,926 | 102,491 | 15,860 | 11,935 | 98,000 | 268,826 | $ - | 21,945 | 37,301 | 654,284 |
| 2036 | 102,006 | 98,451 | 16,177 | 11,445 | 104,000 | 262,824 | $ - | 21,455 | 38,047 | 654,406 |
| 2037 | 106,086 | 94,243 | 16,501 | 10,935 | 111,000 | 256,454 | $ - | 20,935 | 38,808 | 654,963 |
| 2038 | 110,166 | 89,867 | 16,831 | 10,405 | 118,000 | 249,655 | $ - | 20,380 | 39,584 | 654,889 |
| 2039 | 114,247 | 85,323 | 17,168 | 9,854 | 125,000 | 242,428 | $ - | 19,790 | 40,376 | 654,185 |
| 2040 | 120,367 | 80,610 | 17,511 | 9,283 | 132,000 | 234,771 | $ - | 19,165 | 41,184 | 654,891 |
| 2041 | 124,447 | 75,645 | 17,861 | 8,681 | 141,000 | 226,686 | $ - | 18,505 | 42,007 | 654,833 |
| 2042 | 130,568 | 70,512 | 18,218 | 8,058 | 149,000 | 218,050 | $ - | 17,800 | 42,847 | 655,054 |
| 2043 | 136,688 | 64,799 | 18,583 | 7,406 | 158,000 | 208,924 | $ - | 17,055 | 43,704 | 655,159 |
| 2044 | 142,808 | 58,819 | 18,954 | 6,722 | 167,000 | 199,246 | $ - | 16,265 | 44,578 | 654,394 |
| 2045 | 148,929 | 52,571 | 19,334 | 6,008 | 178,000 | 189,018 | $ - | 15,430 | 45,470 | 654,759 |
| 2046 | 155,049 | 46,056 | 19,720 | 5,264 | 189,000 | 178,115 | $ - | 14,540 | 46,379 | 654,123 |
| 2047 | 163,210 | 39,272 | 20,115 | 4,488 | 200,000 | 166,539 | $ - | 13,595 | 47,307 | 654,526 |
| 2048 | 171,370 | 32,132 | 20,517 | 3,672 | 212,000 | 154,289 | $ - | 12,595 | 48,253 | 654,828 |
| 2049 | 179,531 | 24,634 | 20,927 | 2,815 | 225,000 | 141,304 | $ - | 11,535 | 49,218 | 654,965 |
| 2050 | 187,691 | 16,780 | 21,346 | 1,918 | 239,000 | 127,523 | $ - | 10,410 | 50,203 | 654,870 |
| 2051 | 195,852 | 8,569 | 21,773 | 979 | 254,000 | 112,884 | $ - | 9,215 | 51,207 | 654,477 |
| 2052 | - | - | - | - | 497,000 | 97,326 | $ - | 7,945 | 52,231 | 654,502 |
| 2053 | - | - | - | - | 529,000 | 66,885 | $ - | 5,460 | 53,275 | 654,620 |
| 2054 | - | - | - | - | 563,000 | 34,484 | $ - | 2,815 | 54,341 | 654,640 |
| **Total** | **$ 3,172,387** | **$ 2,244,895** | **$ 459,862** | **$ 262,064** | **$ 5,070,000** | **$ 6,693,768** | **$ (414,050)** | **$ 512,630** | **$ 1,210,783** | **$ 19,212,337** |

[a] Interest is calculated at the actual rate of the Major Improvement Area PID Bonds.
[b] Interest is calculated at a rate of 6.125% for illustrative purposes.
[c] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

# EXHIBIT J-1 - MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

| | | | | Major Improvement Area | |
|---|---|---|---|---|---|
| Parcel ID | Legal Description | Improvement Area | Lot Type | Outstanding Assessment [c] | Annual Installment Due 1/31/2025 [c] |
| 248072 | Abs. 154, Sur. 52, AC Caldwell | IA#4 | Initial Parcel | $ 184,518.72 | $ 13,160.68 |
| 248122 [a] | Abs. 456, Sur. 64, L Kimbro | IA#4 | Initial Parcel | $ 791,037.87 | $ 56,420.26 |
| 477399 [b] | Lot 2, J F Nagle Estates | IA#4 | Initial Parcel | $ 272,528.25 | $ 19,437.90 |
| 704716 | Abs. 154, Sur. 52, AC Caldwell | IA#4 | Initial Parcel | $ 177,343.91 | $ 12,648.94 |
| 958419 | Manor Heights PHS 2 Sec 1B Blk M Lot 1 | MIA | Initial Parcel | $ 62,424.82 | $ 4,452.42 |
| 236952 | Abs. 154, Sur. 52, AC Caldwell | MIA | Initial Parcel | $ 1,942,841.65 | $ 138,572.15 |
| 902644 | Abs. 154, Sur. 52, AC Caldwell | MIA | Initial Parcel | $ 180,103.99 | $ 12,845.82 |
| 958418 | Manor Heights PHS 2 Sec 1B Blk M Lot 2 | IA#3 | Condo Parcel | $ 490,840.42 | $ 35,008.62 |
| 966229 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 8 (DRAINAGE) | IA#3 | Non-Benefited | $ - | $ - |
| 965955 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 50 (PARKLAND) | IA#3 | Non-Benefited | $ - | $ - |
| 966065 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 27 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 965943 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 38 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965944 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 39 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965945 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 40 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965946 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 41 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965947 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 42 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965948 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 43 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965949 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 44 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965950 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 45 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965951 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 46 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965952 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 47 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965953 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 48 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965954 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 49 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965956 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 51 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965957 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 52 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965958 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 53 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965959 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 54 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965960 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 55 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965961 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 56 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965962 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 57 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965963 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 58 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965964 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 59 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 965965 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 60 (LANDSCAPE) | IA#3 | Non-Benefited | $ - | $ - |
| 965966 | MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 8 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965967 | MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 7 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965968 | MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 6 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965969 | MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 5 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965970 | MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 4 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965971 | MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 3 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965972 | MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 2 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965973 | MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 1 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965974 | MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 18 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965975 | MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 17 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965976 | MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 16 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965977 | MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 15 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965978 | MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 14 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965979 | MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 13 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965980 | MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 12 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965981 | MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 11 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965983 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 46 (LANDSCAPE) | IA#3 | Non-Benefited | $ - | $ - |
| 965984 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 45 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 965985 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 44 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 965986 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 43 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 965987 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 42 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 965988 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 41 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 965989 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 40 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 965990 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 39 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 965991 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 38 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 965992 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 37 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |

| | | | | Major Improvement Area | |
|---|---|---|---|---|---|
| Parcel ID | Legal Description | Improvement Area | Lot Type | Outstanding Assessment [c] | Annual Installment Due 1/31/2025 [c] |
| 965993 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 36 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 965994 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 35 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 965995 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 34 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 965996 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 33 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 965997 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 32 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 965998 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 31 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 965999 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 30 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966000 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 29 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966001 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 28 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966002 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 27 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966003 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 26 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966004 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 25 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966005 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 24 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966006 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 23 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966007 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 22 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966008 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 21 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966009 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 22 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966010 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 21 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966011 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 20 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966012 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 19 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966013 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 18 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966014 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 17 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966015 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 16 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966016 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 15 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966017 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 14 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966018 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 13 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966019 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 12 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966020 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 11 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966021 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 10 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966022 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 9 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966023 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 8 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966024 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 7 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966025 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 6 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966026 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 5 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966027 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 4 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966028 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 3 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966029 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 2 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966030 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 1 (LANDSCAPE) | IA#3 | Non-Benefited | $ - | $ - |
| 966031 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 24 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966032 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 23 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966033 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 22 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966034 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 21 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966035 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 20 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966036 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 19 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966037 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 18 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966038 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 17 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966039 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 16 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966040 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 15 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966041 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 14 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966042 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 13 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966043 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 12 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966044 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 11 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966045 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 10 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966046 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 9 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966047 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 8 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966048 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 7 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966049 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 6 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966050 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 5 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966051 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 4 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966052 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 3 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |

| Parcel ID | Legal Description | Improvement Area | Lot Type | Major Improvement Area | |
|---|---|---|---|---|---|
| | | | | Outstanding Assessment [c] | Annual Installment Due 1/31/2025 [c] |
| 966053 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 2 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966054 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 1 (LANDSCAPE) | IA#3 | Non-Benefited | $ - | $ - |
| 966055 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 14 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966056 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 13 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966057 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 12 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966058 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 11 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966059 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 10 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966060 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 9 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966061 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 8 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966062 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 7 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966063 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 28 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966064 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 29 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966066 | MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 10 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966067 | MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 9 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966069 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 30 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966070 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 31 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966071 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 32 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966072 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 33 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966073 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 34 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966074 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 35 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966075 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 36 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966076 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 37 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966077 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 6 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966078 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 5 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966079 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 4 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966080 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 3 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966081 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 2 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966082 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 1 (LANDSCAPE) | IA#3 | Non-Benefited | $ - | $ - |
| 966083 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 26 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966084 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 25 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966085 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 24 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966086 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 23 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966087 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 22 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966088 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 21 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966089 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 20 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966090 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 19 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966091 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 18 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966092 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 17 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966093 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 16 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966094 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 15 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966095 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 25 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966124 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 20 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966125 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 19 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966126 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 12 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966127 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 11 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966128 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 10 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966129 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 9 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966130 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 8 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966131 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 7 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966132 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 6 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966133 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 5 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966134 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 4 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966135 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 3 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966136 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 2 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966137 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 1 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966138 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 1 (LANDSCAPE) | IA#3 | Non-Benefited | $ - | $ - |
| 966139 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 2 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966140 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 3 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966141 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 4 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966142 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 5 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |

| | | | | Major Improvement Area | |
|---|---|---|---|---|---|
| Parcel ID | Legal Description | Improvement Area | Lot Type | Outstanding Assessment [c] | Annual Installment Due 1/31/2025 [c] |
| 966143 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 6 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966144 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 7 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966145 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 8 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966146 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 9 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966147 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 10 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966148 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 11 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966149 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 12 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966150 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 13 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966151 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 14 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966152 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 15 (DRAINAGE) | IA#3 | Non-Benefited | $ - | $ - |
| 966153 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 16 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966154 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 17 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966155 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 18 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966156 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 19 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966157 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 20 (LANDSCAPE) | IA#3 | Non-Benefited | $ - | $ - |
| 966158 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 37 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966159 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 36 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966160 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 35 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966161 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 34 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966162 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 33 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966163 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 32 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966164 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 31 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966165 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 30 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966166 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 29 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966167 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 28 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966168 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 27 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966169 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 26 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966170 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 25 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966171 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 24 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966172 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 23 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966173 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 22 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966174 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 21 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966175 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 20 (LANDSCAPE) | IA#3 | Non-Benefited | $ - | $ - |
| 966176 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 19 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966177 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 18 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966178 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 17 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966179 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 16 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966180 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 15 (DRAINAGE) | IA#3 | Non-Benefited | $ - | $ - |
| 966181 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 14 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966182 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 13 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966183 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 12 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966184 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 11 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966185 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 10 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966186 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 9 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966187 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 8 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966188 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 7 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966189 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 6 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966190 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 5 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966191 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 4 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966192 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 3 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966193 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 2 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966194 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 1 (LANDSCAPE) | IA#3 | Non-Benefited | $ - | $ - |
| 966196 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 26 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966197 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 25 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966198 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 24 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966199 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 23 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966200 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 22 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966201 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 21 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966202 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 20 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966203 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 19 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |

| Parcel ID | Legal Description | Improvement Area | Lot Type | Major Improvement Area | |
|---|---|---|---|---|---|
| | | | | Outstanding Assessment [c] | Annual Installment Due 1/31/2025 [c] |
| 966204 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 18 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966205 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 17 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966206 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 16 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966207 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 15 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966208 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 14 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966209 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 13 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966210 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 12 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966211 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 11 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966212 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 10 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966213 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 9 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966214 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 8 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966215 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 7 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966216 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 6 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966217 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 5 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966218 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 4 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966219 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 3 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966220 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 2 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966221 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 1 (LANDSCAPE) | IA#3 | Non-Benefited | $ - | $ - |
| 966222 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 1 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966223 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 2 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966224 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 3 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966225 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 4 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966226 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 5 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966227 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 6 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966228 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 7 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966230 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 9 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966231 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 10 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966232 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 11 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966233 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 12 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966234 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 13 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966235 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 14 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966236 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 15 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966237 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 16 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966238 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 17 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966239 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 18 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966240 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 19 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966241 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 20 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966242 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 21 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966243 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 22 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966244 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 23 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966245 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 24 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966246 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 25 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966247 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 26 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966098 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 18 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966099 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 17 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966100 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 16 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966101 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 15 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966102 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 14 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966103 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 13 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966104 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 12 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966105 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 11 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966106 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 10 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966107 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 9 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966108 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 8 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966109 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 7 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966110 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 6 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966111 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 5 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966112 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 4 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966113 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 3 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |

| | | | | Major Improvement Area | |
|---|---|---|---|---|---|
| Parcel ID | Legal Description | Improvement Area | Lot Type | Outstanding Assessment [c] | Annual Installment Due 1/31/2025 [c] |
| 966114 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 2 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966115 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 1 (LANDSCAPE) | IA#3 | Non-Benefited | $ - | $ - |
| 966116 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 20 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966117 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 19 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966118 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 18 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966119 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 17 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966120 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 16 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966121 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 15 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966122 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 14 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966123 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 13 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| TBD [a] | Manor Heights Phase 4 Section A Block B Lot 1 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block B Lot 2 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block B Lot 3 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block B Lot 4 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block B Lot 5 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block B Lot 6 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block B Lot 7 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block B Lot 8 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block B Lot 9 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block B Lot 10 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block B Lot 11 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block D Lot 12 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block D Lot 13 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block D Lot 14 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block D Lot 15 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block D Lot 16 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block D Lot 17 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block D Lot 18 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD | Manor Heights Phase 4 Section A Block E Lot 1 | IA#4 | Non-Benefited | $ - | $ - |
| TBD | Manor Heights Phase 4 Section A Block E Lot 2 | IA#4 | Non-Benefited | $ - | $ - |
| TBD | Manor Heights Phase 4 Section A Block F Lot 1 | IA#4 | Non-Benefited | $ - | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 2 | IA#4 | Lot Type 8 | $ 7,262.49 | $ 517.99 |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 3 | IA#4 | Lot Type 8 | $ 7,262.49 | $ 517.99 |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 4 | IA#4 | Lot Type 8 | $ 7,262.49 | $ 517.99 |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 5 | IA#4 | Lot Type 8 | $ 7,262.49 | $ 517.99 |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 6 | IA#4 | Lot Type 8 | $ 7,262.49 | $ 517.99 |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 7 | IA#4 | Lot Type 8 | $ 7,262.49 | $ 517.99 |
| TBD | Manor Heights Phase 4 Section A Block F Lot 8 | IA#4 | Non-Benefited | $ - | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 9 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 10 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 11 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 12 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 13 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 14 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 15 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 16 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 17 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD | Manor Heights Phase 4 Section A Block G Lot 1 | IA#4 | Non-Benefited | $ - | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 2 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 3 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 4 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 5 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 6 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 7 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 8 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 9 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 10 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 11 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 12 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 13 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 14 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |

| Parcel ID | Legal Description | Improvement Area | Lot Type | Major Improvement Area | |
|---|---|---|---|---|---|
| | | | | Outstanding Assessment [c] | Annual Installment Due 1/31/2025 [c] |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 15 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 16 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 17 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 18 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 19 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 20 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 21 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 22 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 23 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 24 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 25 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 26 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 27 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 28 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 29 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 30 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 31 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 32 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 33 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 34 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 35 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 36 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 37 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 38 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 39 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 40 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 41 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 42 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 43 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 44 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 1 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 2 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 3 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 4 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 5 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 6 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 7 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 8 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 9 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 10 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 11 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 12 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 13 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 14 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 15 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 16 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 17 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 18 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 19 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 20 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 21 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 1 | IA#4 | Lot Type 8 | $ 7,262.49 | $ 517.99 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 2 | IA#4 | Lot Type 8 | $ 7,262.49 | $ 517.99 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 3 | IA#4 | Lot Type 8 | $ 7,262.49 | $ 517.99 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 4 | IA#4 | Lot Type 8 | $ 7,262.49 | $ 517.99 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 5 | IA#4 | Lot Type 8 | $ 7,262.49 | $ 517.99 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 6 | IA#4 | Lot Type 8 | $ 7,262.49 | $ 517.99 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 7 | IA#4 | Lot Type 8 | $ 7,262.49 | $ 517.99 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 8 | IA#4 | Lot Type 8 | $ 7,262.49 | $ 517.99 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 9 | IA#4 | Lot Type 8 | $ 7,262.49 | $ 517.99 |

| Parcel ID | Legal Description | Improvement Area | Lot Type | Major Improvement Area | |
|---|---|---|---|---|---|
| | | | | Outstanding Assessment [c] | Annual Installment Due 1/31/2025 [c] |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 10 | IA#4 | Lot Type 8 | $ 7,262.49 | $ 517.99 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 11 | IA#4 | Lot Type 8 | $ 7,262.49 | $ 517.99 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 12 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 13 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 14 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 15 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 16 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 17 | IA#4 | Lot Type 8 | $ 7,262.49 | $ 517.99 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 18 | IA#4 | Lot Type 8 | $ 7,262.49 | $ 517.99 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 19 | IA#4 | Lot Type 8 | $ 7,262.49 | $ 517.99 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 20 | IA#4 | Lot Type 8 | $ 7,262.49 | $ 517.99 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 21 | IA#4 | Lot Type 8 | $ 7,262.49 | $ 517.99 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 22 | IA#4 | Lot Type 8 | $ 7,262.49 | $ 517.99 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 23 | IA#4 | Lot Type 8 | $ 7,262.49 | $ 517.99 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 24 | IA#4 | Lot Type 8 | $ 7,262.49 | $ 517.99 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 25 | IA#4 | Lot Type 8 | $ 7,262.49 | $ 517.99 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 26 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 27 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 28 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 29 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 30 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 31 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 32 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 33 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 34 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 35 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 36 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 37 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 38 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 39 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 40 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 41 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 1 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 2 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 3 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 4 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 5 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 6 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 7 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 8 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 9 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 10 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 11 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 12 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 13 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 14 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 15 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 16 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 17 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block K Lot 1 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block K Lot 2 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block K Lot 3 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block K Lot 4 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block K Lot 5 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block K Lot 6 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block K Lot 7 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block K Lot 8 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block K Lot 9 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block K Lot 10 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block K Lot 11 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |

| | | | | Major Improvement Area | |
|---|---|---|---|---|---|
| Parcel ID | Legal Description | Improvement Area | Lot Type | Outstanding Assessment [c] | Annual Installment Due 1/31/2025 [c] |
| TBD [a] | Manor Heights Phase 4 Section A Block K Lot 12 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block K Lot 13 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block K Lot 14 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 1 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 2 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 3 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 4 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 5 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 6 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 7 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 8 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 9 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 10 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 11 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 12 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 13 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 14 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 15 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 16 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 17 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 18 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 19 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 20 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block M Lot 11 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block M Lot 12 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block M Lot 13 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block M Lot 14 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block M Lot 15 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block M Lot 16 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block M Lot 17 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block M Lot 18 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block M Lot 19 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block M Lot 20 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD | Manor Heights Phase 4 Section A Block O Lot 21 | IA#4 | Non-Benefited | $ - | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 1 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 2 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 3 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 4 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 5 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 6 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD | Manor Heights Phase 4 Section B Block A Lot 7 | IA#4 | Non-Benefited | $ - | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 8 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 9 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 10 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 11 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 12 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 13 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 14 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 15 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 16 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 17 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 18 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 19 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 20 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 21 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 22 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 23 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 24 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 25 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 26 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |

| Parcel ID | Legal Description | Improvement Area | Lot Type | Major Improvement Area | |
|---|---|---|---|---|---|
| | | | | Outstanding Assessment [c] | Annual Installment Due 1/31/2025 [c] |
| TBD | Manor Heights Phase 4 Section B Block C Lot 1 | IA#4 | Non-Benefited | $ - | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 2 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 3 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 4 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 5 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 6 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 7 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 8 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 9 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 10 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 11 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 12 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 13 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 14 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 15 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 16 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 17 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 18 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 19 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 20 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 21 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 1 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 2 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 3 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 4 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 5 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 6 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 7 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 8 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 9 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD | Manor Heights Phase 4 Section B Block D Lot 10 | IA#4 | Non-Benefited | $ - | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 19 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 20 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 21 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 22 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 23 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 24 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 25 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 26 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 27 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| **Total** | | | | **$ 7,774,999.99** | **$ 554,545.56** |

Notes:

*[a] For billing purposes only, until platted parcels within the Manor Heights Phase 4 Section A Final Plat, which is located within initial parcel 248122, are assigned a property ID by the Appraisal District, the Assessment and Annual Installment will be billed to initial parcel 248122. The MIA Assessment allocable to initial parcel 248122 is $1,760,507.59. The MIA Annual Installment due 1/31/2025 allocable to initial parcel 248122 is $125,566.77.*

*[b] For billing purposes only, until platted parcels within the Manor Heights Phase 4 Section B Final Plat, which is located within initial parcel 477399, are assigned a property ID by the Appraisal District, the Assessment and Annual Installment will be billed to initial parcel 477399. The MIA Assessment allocable to initial parcel 477399 is $606,529.82. The MIA Annual Installment due 1/31/2025 allocable to initial parcel 477399 is $43,260.25.*

*[c] For billing purposes only, until a plat has been recorded within the Major Improvement Area Initial Parcel, the Annual Installment will be billed to each Tax Parcel within the Major Improvement Area Initial Parcel based on the acreage of the Tax Parcel as calculated by the Appraisal District. Totals may not sum due to rounding.*

# EXHIBIT J-2 – MAJOR IMPROVEMENT AREA ANNUAL INSTALLMENT SCHEDULE

| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs | Additional Interest [b] | Capitalized Interest | Total Annual Installment |
|---|---|---|---|---|---|---|
| 2025 | $ 160,000 | $ 323,788 | $ 31,888 | $ 38,875 | $ - | $ 554,550 |
| 2026 | 170,000 | 318,788 | 32,525 | 38,075 | - | 559,388 |
| 2027 | 175,000 | 313,475 | 33,176 | 37,225 | - | 558,876 |
| 2028 | 180,000 | 306,913 | 33,839 | 36,350 | - | 557,102 |
| 2029 | 185,000 | 300,163 | 34,516 | 35,450 | - | 555,129 |
| 2030 | 195,000 | 293,225 | 35,206 | 34,525 | - | 557,956 |
| 2031 | 200,000 | 285,913 | 35,911 | 33,550 | - | 555,373 |
| 2032 | 210,000 | 278,413 | 36,629 | 32,550 | - | 557,591 |
| 2033 | 220,000 | 269,750 | 37,361 | 31,500 | - | 558,611 |
| 2034 | 230,000 | 260,675 | 38,109 | 30,400 | - | 559,184 |
| 2035 | 240,000 | 251,188 | 38,871 | 29,250 | - | 559,308 |
| 2036 | 250,000 | 241,288 | 39,648 | 28,050 | - | 558,986 |
| 2037 | 260,000 | 230,975 | 40,441 | 26,800 | - | 558,216 |
| 2038 | 270,000 | 220,250 | 41,250 | 25,500 | - | 557,000 |
| 2039 | 280,000 | 209,113 | 42,075 | 24,150 | - | 555,337 |
| 2040 | 295,000 | 197,563 | 42,916 | 22,750 | - | 558,229 |
| 2041 | 305,000 | 185,394 | 43,775 | 21,275 | - | 555,444 |
| 2042 | 320,000 | 172,813 | 44,650 | 19,750 | - | 557,213 |
| 2043 | 335,000 | 158,813 | 45,543 | 18,150 | - | 557,506 |
| 2044 | 350,000 | 144,156 | 46,454 | 16,475 | - | 557,085 |
| 2045 | 365,000 | 128,844 | 47,383 | 14,725 | - | 555,952 |
| 2046 | 380,000 | 112,875 | 48,331 | 12,900 | - | 554,106 |
| 2047 | 400,000 | 96,250 | 49,298 | 11,000 | - | 556,548 |
| 2048 | 420,000 | 78,750 | 50,284 | 9,000 | - | 558,034 |
| 2049 | 440,000 | 60,375 | 51,289 | 6,900 | - | 558,564 |
| 2050 | 460,000 | 41,125 | 52,315 | 4,700 | - | 558,140 |
| 2051 | 480,000 | 21,000 | 53,361 | 2,400 | - | 556,761 |
| **Total** | **$ 7,775,000** | **$ 5,501,869** | **$ 1,127,045** | **$ 642,275** | **$ -** | **$ 15,046,189** |

[a] Interest is calculated at the actual rate of the PID Bonds.

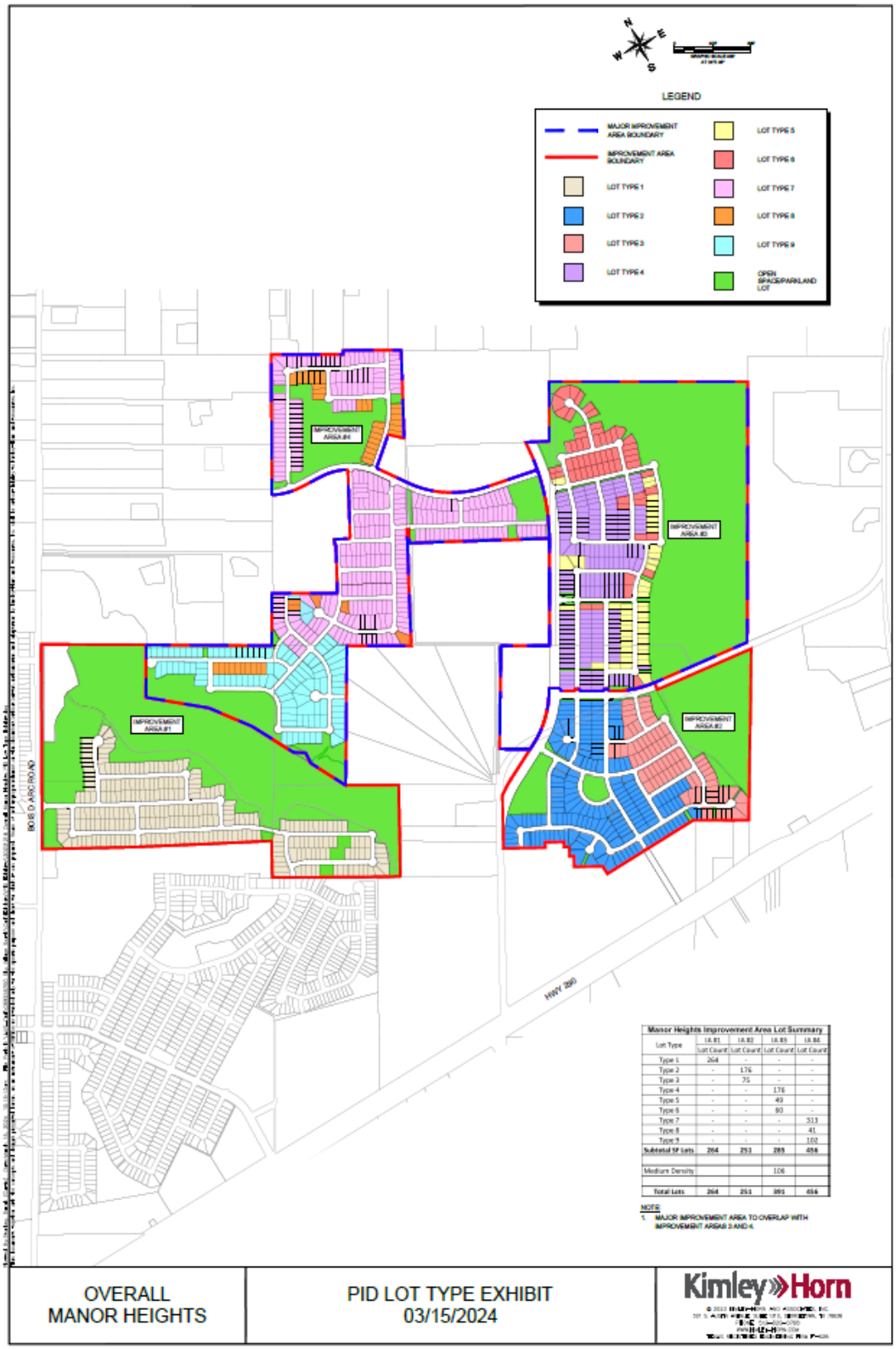
[b] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

# EXHIBIT K – MAXIMUM ASSESSMENT PER LOT TYPE

| Lot Type | Units/SF [a] | Improved Land Value per Lot | Improved Land Total Value | Assessed Value per Unit/SF | Total Assessed Value | Assessments: Major Improvement Area Bond | Assessments: Improvement Area 1-2 Bond | Assessments: Improvement Area #3 Bond | Assessments: Improvement Area #4 Bond | Assessments: Total Assessment | Assessment per Unit/SF | Average Annual Installment per Unit/SF | PID Equivalent Tax Rate |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Improvement Area #1** | | | | | | | | | | | | | |
| Lot Type 1 - 50' | 264 | $ 62,500 | $ 16,500,000 | $ 285,000 | $ 75,240,000 | $ - | $ 3,579,205 | $ - | $ - | $ 3,579,205 | $ 13,557.59 | $ 939.63 | $ 0.3297 |
| **IA #1 Total** | **264** | | **$ 16,500,000** | | **$ 75,240,000** | **$ -** | **$ 3,579,205** | **$ -** | **$ -** | **$ 3,579,205** | | | **$ 0.3297** |
| **Improvement Area #2** | | | | | | | | | | | | | |
| Lot Type 2 - 50' | 176 | $ 42,557 | $ 7,490,032 | $ 285,000 | $ 50,160,000 | $ - | $ 2,386,137 | $ - | $ - | $ 2,386,137 | $ 13,557.59 | $ 939.63 | $ 0.3297 |
| Lot Type 3 - 55' | 75 | $ 42,558 | $ 3,191,850 | $ 290,000 | $ 21,750,000 | $ - | $ 1,034,659 | $ - | $ - | $ 1,034,659 | $ 13,795.45 | $ 956.11 | $ 0.3297 |
| **IA #2 Total/Weighted Average** | **251** | **$ 42,557** | **$ 10,681,882** | **$ 286,494** | **$ 71,910,000** | **$ -** | **$ 3,420,795** | **$ -** | **$ -** | **$ 3,420,795** | | | **$ 0.3297** |
| **Improvement Area #3** | | | | | | | | | | | | | |
| Lot Type 4 - 50' | 176 | $ 82,680 | $ 14,551,680 | $ 413,400 | $ 72,758,400 | $ 1,123,043 | $ - | $ 1,972,214 | $ - | $ 3,095,257 | $ 17,586.69 | $ 1,301.31 | $ 0.3148 |
| Lot Type 5 - 55' | 49 | $ 90,948 | $ 4,456,452 | $ 454,740 | $ 22,282,260 | $ 343,932 | $ - | $ 603,990 | $ - | $ 947,922 | $ 19,345.35 | $ 1,431.44 | $ 0.3148 |
| Lot Type 6 - 60' | 60 | $ 99,216 | $ 5,952,960 | $ 496,080 | $ 29,764,800 | $ 459,427 | $ - | $ 806,815 | $ - | $ 1,266,241 | $ 21,104.02 | $ 1,561.57 | $ 0.3148 |
| Lot Type 10 - Condo | 106 | $ 60,000 | $ 6,360,000 | $ 300,000 | $ 31,800,000 | $ 490,840 | $ - | $ 861,981 | $ - | $ 1,352,822 | $ 12,762.47 | $ 944.34 | $ 0.3148 |
| **IA#3 Total/Weighted Average** | **391** | **$ 80,105** | **$ 31,321,092** | **$ 400,525** | **$ 156,605,460** | **$ 2,417,242** | **$ -** | **$ 4,245,000** | **$ -** | **$ 6,662,242** | | | **$ 0.3148** |
| **Improvement Area #4** | | | | | | | | | | | | | |
| Lot Type 7 - 50' | 313 | $ 82,680 | $ 25,878,840 | $ 413,400 | $ 129,394,200 | $ 2,066,508 | $ - | $ - | $ 3,302,622 | $ 5,369,130 | $ 17,153.77 | $ 1,362.52 | $ 0.3296 |
| Lot Type 8 - 55' | 41 | $ 90,948 | $ 3,728,868 | $ 454,740 | $ 18,644,340 | $ 297,762 | $ - | $ - | $ 475,873 | $ 773,635 | $ 18,869.15 | $ 1,498.77 | $ 0.3296 |
| Lot Type 9 - 60' | 102 | $ 99,216 | $ 10,120,032 | $ 496,080 | $ 50,600,160 | $ 808,117 | $ - | $ - | $ 1,291,505 | $ 2,099,622 | $ 20,584.52 | $ 1,635.03 | $ 0.3296 |
| **IA#4 Total** | **456** | | **$ 39,727,740** | | **$ 198,638,700** | **$ 3,172,387** | **$ -** | **$ -** | **$ 5,070,000** | **$ 8,242,387** | | | **$ 0.3296** |
| **Major Improvevment Area - Remainder Area** | | | | | | | | | | | | | |
| Condo | 298 | $ 60,000 | $ 17,880,000 | $ 300,000 | $ 89,400,000 | $ 1,427,775 | $ - | $ - | $ - | $ 1,427,775 | $ 4,791 | $ 343.40 | $ 0.1145 |
| Office | 68,999 | $ 40 | $ 2,759,960 | $ 200 | $ 13,799,800 | $ 220,392 | $ - | $ - | $ - | $ 220,392 | $ 3.19 | $ 0.23 | $ 0.1145 |
| Restaurant | 17,250 | $ 40 | $ 690,000 | $ 200 | $ 3,450,000 | $ 55,099 | $ - | $ - | $ - | $ 55,099 | $ 3.19 | $ 0.23 | $ 0.1145 |
| Retail | 150,935 | $ 40 | $ 6,037,400 | $ 200 | $ 30,187,000 | $ 482,106 | $ - | $ - | $ - | $ 482,106 | $ 3.19 | $ 0.23 | $ 0.1145 |
| **MIA Remainder Area Total** | | | **$ 27,367,360** | | **$ 136,836,800** | **$ 2,185,371** | **$ -** | **$ -** | **$ -** | **$ 2,185,371** | | | **$ 0.1145** |
| **Major Improvement Area** | | | | | | | | | | | | | |
| Lot Type 4 - 50' | 176 | $ 82,680 | $ 14,551,680 | $ 413,400 | $ 72,758,400 | $ 1,123,043 | $ - | $ - | $ - | $ 1,123,043 | $ 6,381 | $ 457.35 | $ 0.1106 |
| Lot Type 5 - 55' | 49 | $ 90,948 | $ 4,456,452 | $ 454,740 | $ 22,282,260 | $ 343,932 | $ - | $ - | $ - | $ 343,932 | $ 7,019 | $ 503.08 | $ 0.1106 |
| Lot Type 6 - 60' | 60 | $ 99,216 | $ 5,952,960 | $ 496,080 | $ 29,764,800 | $ 459,427 | $ - | $ - | $ - | $ 459,427 | $ 7,657 | $ 548.82 | $ 0.1106 |
| Lot Type 7 - Condo | 106 | $ 60,000 | $ 6,360,000 | $ 300,000 | $ 31,800,000 | $ 490,840 | $ - | $ - | $ - | $ 490,840 | $ 4,631 | $ 331.89 | $ 0.1106 |
| Lot Type 8 - 50' | 313 | $ 82,680 | $ 25,878,840 | $ 413,400 | $ 129,394,200 | $ 2,066,508 | $ - | $ - | $ - | $ 2,066,508 | $ 6,602 | $ 473.21 | $ 0.1145 |
| Lot Type 9 - 55' | 41 | $ 90,948 | $ 3,728,868 | $ 454,740 | $ 18,644,340 | $ 297,762 | $ - | $ - | $ - | $ 297,762 | $ 7,262 | $ 520.53 | $ 0.1145 |
| Lot Type 10 - 60' | 102 | $ 99,216 | $ 10,120,032 | $ 496,080 | $ 50,600,160 | $ 808,117 | $ - | $ - | $ - | $ 808,117 | $ 7,923 | $ 567.85 | $ 0.1145 |
| Remainder Area - Condo | 298 | $ 60,000 | $ 17,880,000 | $ 300,000 | $ 89,400,000 | $ 1,427,775 | $ - | $ - | $ - | $ 1,427,775 | $ 4,791 | $ 343.40 | $ 0.1145 |
| Office | 68,999 | $ 40 | $ 2,759,960 | $ 200 | $ 13,799,800 | $ 220,392 | $ - | $ - | $ - | $ 220,392 | $ 3.19 | $ 0.23 | $ 0.1145 |
| Restaurant | 17,250 | $ 40 | $ 690,000 | $ 200 | $ 3,450,000 | $ 55,099 | $ - | $ - | $ - | $ 55,099 | $ 3.19 | $ 0.23 | $ 0.1145 |
| Retail | 150,935 | $ 40 | $ 6,037,400 | $ 200 | $ 30,187,000 | $ 482,106 | $ - | $ - | $ - | $ 482,106 | $ 3.19 | $ 0.23 | $ 0.1145 |
| **MIA Total** | | | **$ 98,416,192** | | **$ 492,080,960** | **$ 7,775,000** | **$ -** | **$ -** | **$ -** | **$ 7,775,000** | | | |

# EXHIBIT L – LOT TYPE CLASSIFICATION MAP



# EXHIBIT M – MAPS OF AUTHORIZED IMPROVEMENTS

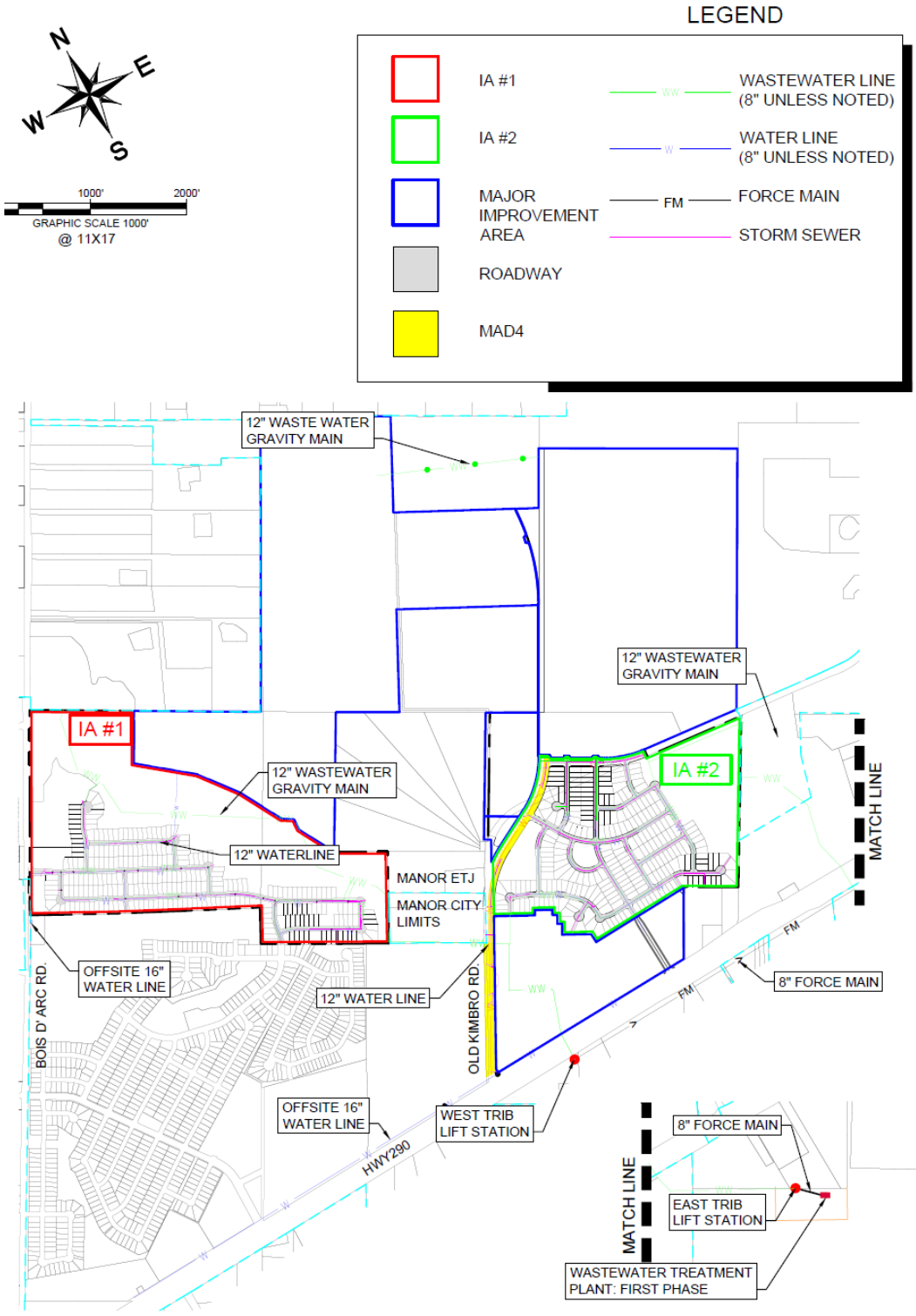
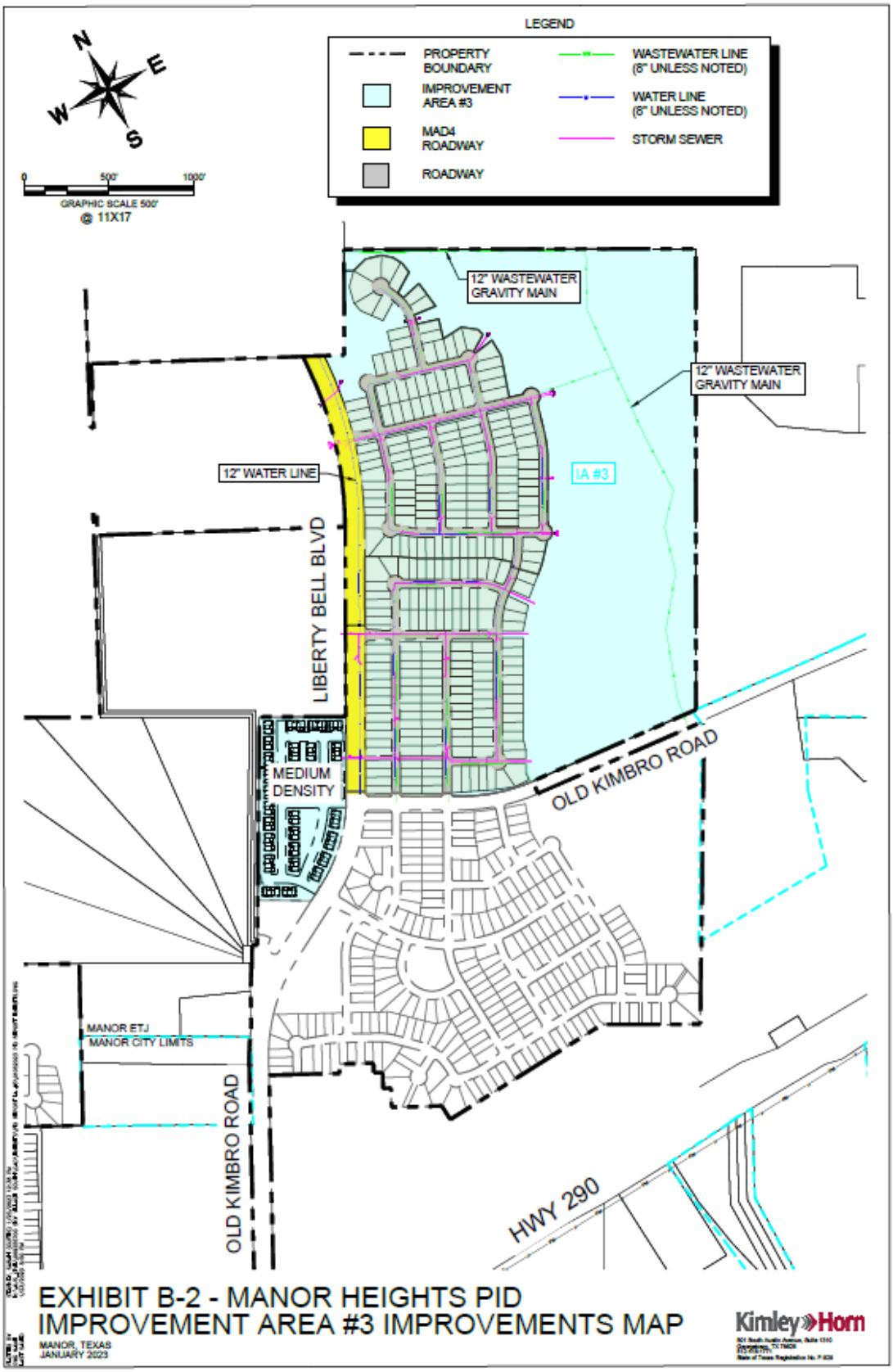
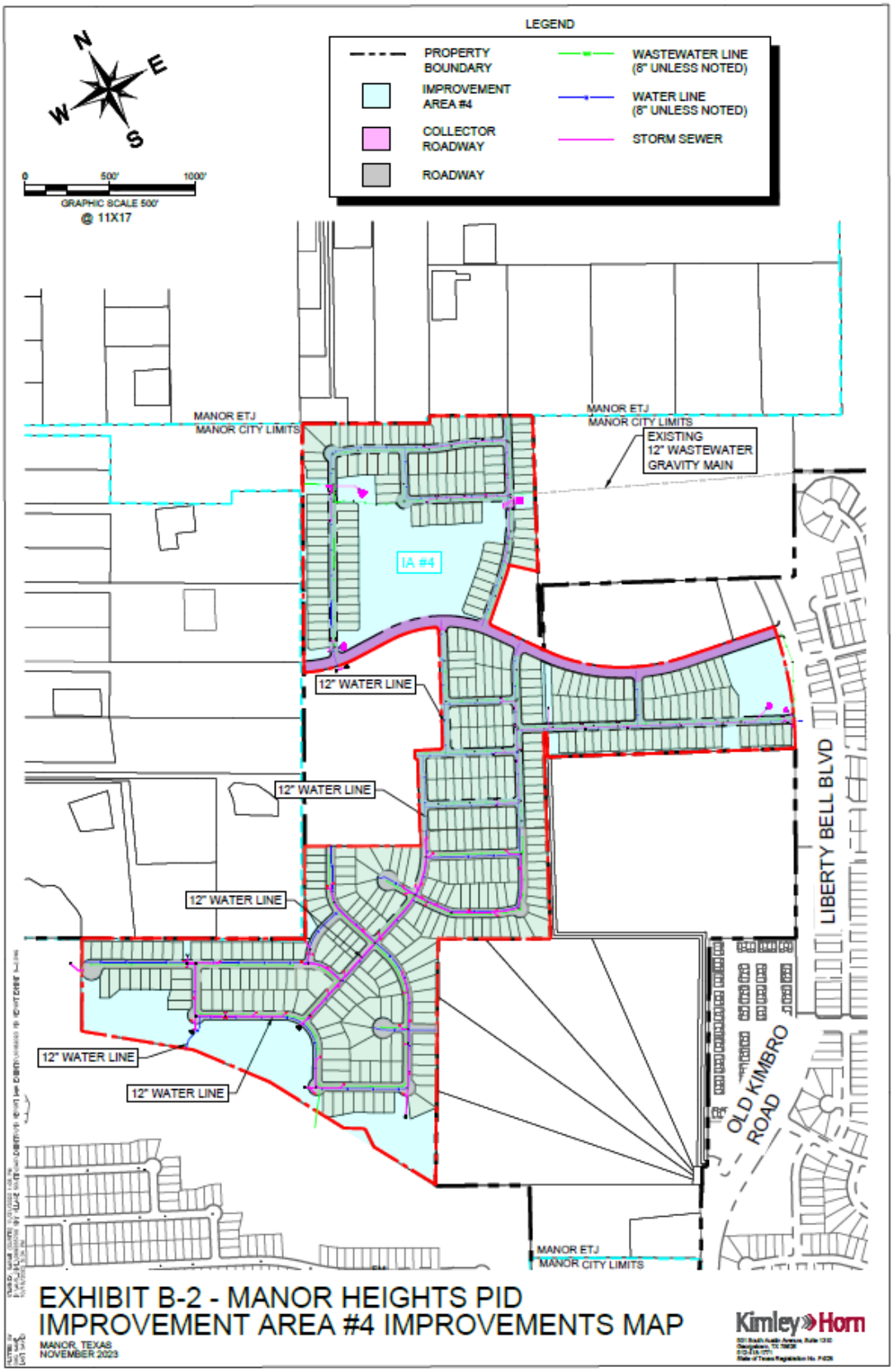



EXHIBIT O - MAP OF AUTHORIZED IMPROVEMENTS

MANOR, TEXAS
FEBRUARY 2021

Kimley»Horn


LEGEND
PROPERTY BOUNDARY
IMPROVEMENT AREA #3
MAD4 ROADWAY
ROADWAY
WASTEWATER LINE (8" UNLESS NOTED)
WATER LINE (8" UNLESS NOTED)
STORM SEWER
N
E
W
S
0
500'
1000'
GRAPHIC SCALE 500'
@ 11X17
12" WASTEWATER GRAVITY MAIN
12" WASTEWATER GRAVITY MAIN
12" WATER LINE
IA #3
LIBERTY BELL BLVD
MEDIUM DENSITY
OLD KIMBRO ROAD
MANOR ETJ
MANOR CITY LIMITS
OLD KIMBRO ROAD
HWY 290
EXHIBIT B-2 - MANOR HEIGHTS PID
IMPROVEMENT AREA #3 IMPROVEMENTS MAP
MANOR, TEXAS
JANUARY 2023
Kimley»Horn


LEGEND
PROPERTY BOUNDARY
IMPROVEMENT AREA #4
COLLECTOR ROADWAY
ROADWAY
WASTEWATER LINE (8" UNLESS NOTED)
WATER LINE (8" UNLESS NOTED)
STORM SEWER
N
E
W
S
0
500'
1000'
GRAPHIC SCALE 500'
@ 11X17
MANOR ETJ
MANOR CITY LIMITS
MANOR ETJ
MANOR CITY LIMITS
EXISTING 12" WASTEWATER GRAVITY MAIN
IA #4
12" WATER LINE
12" WATER LINE
12" WATER LINE
12" WATER LINE
12" WATER LINE
LIBERTY BELL BLVD
OLD KIMBRO ROAD
MANOR ETJ
MANOR CITY LIMITS
EXHIBIT B-2 - MANOR HEIGHTS PID
IMPROVEMENT AREA #4 IMPROVEMENTS MAP
MANOR, TEXAS
NOVEMBER 2023
Kimley»Horn

# EXHIBIT N – NOTICE OF PID ASSESSMENT LIEN TERMINATION

P3Works, LLC
9284 Huntington Square, Suite 100
North Richland Hills, TX 76182

[Date]
Travis County Clerk's Office
Honorable [County Clerk Name]
5501 Airport Boulevard
Austin, Texas 78751

**Re:** **City of Manor Lien Release documents for filing**

Dear Ms./Mr. [County Clerk Name],

Enclosed is a lien release that the City of Manor is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents below:

City of Manor
Attn: [City Secretary]
105 E. Eggleston Street
Manor, TX 78653

Please contact me if you have any questions or need additional information.

Sincerely,
[Signature]

P3Works, LLC
P: (817) 393-0353
admin@p3-works.com

**AFTER RECORDING RETURN TO:**

**[City Secretary Name]**
**105 E. Eggleston Street**
**Manor, TX 78653**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

## FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN

| | | |
|---|---|---|
| **STATE OF TEXAS** | **§** | |
| | **§** | **KNOW ALL MEN BY THESE PRESENTS:** |
| **COUNTY OF TRAVIS** | **§** | |

**THIS FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN** (this "Full Release") is executed and delivered as of the Effective Date by the City of Manor, Texas.

### RECITALS

**WHEREAS**, the governing body (hereinafter referred to as the "City Council") of the City of Manor, Texas (hereinafter referred to as the "City "), is authorized by Chapter 372, Texas Local Government Code, as amended (hereinafter referred to as the "Act"), to create public improvement districts within the corporate limits and extraterritorial jurisdiction of the City; and

**WHEREAS**, on or about November 7, 2018, the City Council for the City, approved Resolution No. 2018-10, creating the Manor Heights Public Improvement District; and

**WHEREAS**, the City Council authorized additional land to be added to the boundaries of the District pursuant to Resolution No. 2020-11 adopted by the City Council on October 7, 2020; and

**WHEREAS**, the Manor Heights Public Improvement District consists of approximately 602.9 contiguous acres located within the City; and

**WHEREAS**, on or about May 5, 2021, the City Council, approved Ordinance No. 609, (hereinafter referred to as the "Assessment Ordinance") approving a service and assessment plan and assessment roll for the Property within the Manor Heights Public Improvement District; and

**WHEREAS**, on or about _____ __, 2024, the City Council, approved Ordinance No. _____, (hereinafter referred to as the "Improvement Area #4 Assessment Ordinance") approving

the 2024 Amended and Restated Service and Assessment plan and assessment roll for the Property within Improvement Area #4 of the Manor Heights Public Improvement District; and

**WHEREAS**, the applicable Assessment Ordinance imposed an assessment in the amount of $_____ (hereinafter referred to as the "Lien Amount") for the following property:

**WHEREAS**, the Improvement Area #4 Assessment Ordinance imposed an assessment in the amount of $_____ (hereinafter referred to as the "Additional Lien Amount") for the following property:

[legal description], a subdivision in Travis County, Texas, according to the map or plat of record in Document/Instrument No. _____ of the Plat Records of Travis County, Texas (hereinafter referred to as the "Property"); and

**WHEREAS**, the property owners of the Property have paid unto the City the Lien Amount and Additional Lien Amount (if applicable).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**RELEASE**

**NOW THEREFORE**, the City, the owner and holder of the Lien(s), Instrument No. _____, in the Real Property Records of Travis County, Texas, in the amount of the Lien Amount and Additional Lien Amount against the Property releases and discharges, and by these presents does hereby release and discharge, the above-described Property from said lien(s) held by the undersigned securing said indebtedness.

**EXECUTED** to be **EFFECTIVE** this the _____ day of _____, 20__.

**CITY OF MANOR, TEXAS,**

By: _____
[Manager Name], City Manager

**ATTEST:**

_____
[Secretary Name], City Secretary

**STATE OF TEXAS** **§**
**§**
**COUNTY OF TRAVIS** **§**

This instrument was acknowledged before me on the ____ day of _____, 20__, by [Manager Name], City Manager for the City of Manor, Texas, on behalf of said municipality.

_____
Notary Public, State of Texas

# EXHIBIT O – ESTIMATED BUILDOUT VALUE FOR MAJOR IMPROVEMENT AREA, IMPROVEMENT AREA #1, IMPROVEMENT AREA #2, IMPROVEMENT AREA #3, AND IMPROVEMENT AREA #4

| | Units | | Estimated Buildout Value | Total Buildout Value |
|---|---|---|---|---|
| ***Improvement Area #1*** | | | | |
| 50' | 264 | lots | $ 285,000 | $ 75,240,000 |
| | | | | $ 75,240,000 |
| ***Improvement Area #2*** | | | | |
| 50' | 176 | lots | $ 285,000 | $ 50,160,000 |
| 55' | 75 | lots | $ 290,000 | $ 21,750,000 |
| | **251** | | | $ 71,910,000 |
| ***Improvement Area #3 [a]*** | | | | |
| 50' | 176 | lots | $ 413,400 | $ 72,758,400 |
| 55' | 49 | lots | $ 454,740 | $ 22,282,260 |
| 60' | 60 | lots | $ 496,080 | $ 29,764,800 |
| Condo | 106 | lots | $ 300,000 | $ 31,800,000 |
| | **391** | | | $ 156,605,460 |
| ***Improvement Area #4 [a]*** | | | | |
| 50' | 313 | lots | $ 413,400 | $ 129,394,200 |
| 55' | 41 | lots | $ 454,740 | $ 18,644,340 |
| 60' | 102 | lots | $ 496,080 | $ 50,600,160 |
| | **456** | | | $ 198,638,700 |
| ***Major Improvement Area [b]*** | | | | |
| Condo | 298 | units | $ 300,000 | $ 89,400,000 |
| Office | 68,999 | SqFt | $ 200 | $ 13,799,800 |
| Restaurant | 17,250 | SqFt | $ 200 | $ 3,450,000 |
| Retail | 150,935 | SqFt | $ 200 | $ 30,187,000 |
| | | | | $ 136,836,800 |
| | | | Major Improvement Area Subtotal: | $ 492,080,960 |
| | | | **District Total Projected Assessed Value:** | **$ 639,230,960** |

Notes:

[a] Improvement Area #3 and Improvement Area #4 are within the Major Improvement Area.
[b] Includes all property within the Major Improvement Area excepting property within Improvement Area #3 and Improvement Area #4 initial parcels.

# EXHIBIT P – IMPROVEMENT AREA #1-2 BOND DEBT SERVICE SCHEDULE

BOND DEBT SERVICE

City of Manor, Texas
Special Assessment Revenue Bonds, Series 2021
(Manor Heights Public Improvement District Improvement Area #1-2 Proje
~REVISED FINAL NUMBERS~

| | |
|---|---|
| Dated Date | 05/27/2021 |
| Delivery Date | 05/27/2021 |

| Period Ending | Principal | Interest | Debt Service |
|---|---|---|---|
| 09/30/2021 | | 78,952.50 | 78,952.50 |
| 09/30/2022 | | 263,175.00 | 263,175.00 |
| 09/30/2023 | 150,000 | 263,175.00 | 413,175.00 |
| 09/30/2024 | 155,000 | 259,425.00 | 414,425.00 |
| 09/30/2025 | 160,000 | 255,550.00 | 415,550.00 |
| 09/30/2026 | 165,000 | 251,550.00 | 416,550.00 |
| 09/30/2027 | 170,000 | 247,425.00 | 417,425.00 |
| 09/30/2028 | 175,000 | 242,112.50 | 417,112.50 |
| 09/30/2029 | 180,000 | 236,643.76 | 416,643.76 |
| 09/30/2030 | 185,000 | 231,018.76 | 416,018.76 |
| 09/30/2031 | 190,000 | 225,237.50 | 415,237.50 |
| 09/30/2032 | 200,000 | 219,300.00 | 419,300.00 |
| 09/30/2033 | 205,000 | 212,300.00 | 417,300.00 |
| 09/30/2034 | 210,000 | 205,125.00 | 415,125.00 |
| 09/30/2035 | 220,000 | 197,775.00 | 417,775.00 |
| 09/30/2036 | 230,000 | 190,075.00 | 420,075.00 |
| 09/30/2037 | 235,000 | 182,025.00 | 417,025.00 |
| 09/30/2038 | 245,000 | 173,800.00 | 418,800.00 |
| 09/30/2039 | 255,000 | 165,225.00 | 420,225.00 |
| 09/30/2040 | 265,000 | 156,300.00 | 421,300.00 |
| 09/30/2041 | 275,000 | 147,025.00 | 422,025.00 |
| 09/30/2042 | 285,000 | 137,400.00 | 422,400.00 |
| 09/30/2043 | 295,000 | 126,000.00 | 421,000.00 |
| 09/30/2044 | 305,000 | 114,200.00 | 419,200.00 |
| 09/30/2045 | 320,000 | 102,000.00 | 422,000.00 |
| 09/30/2046 | 335,000 | 89,200.00 | 424,200.00 |
| 09/30/2047 | 350,000 | 75,800.00 | 425,800.00 |
| 09/30/2048 | 360,000 | 61,800.00 | 421,800.00 |
| 09/30/2049 | 380,000 | 47,400.00 | 427,400.00 |
| 09/30/2050 | 395,000 | 32,200.00 | 427,200.00 |
| 09/30/2051 | 410,000 | 16,400.00 | 426,400.00 |
| | 7,305,000 | 5,205,615.02 | 12,510,615.02 |

# EXHIBIT Q - IMPROVEMENT AREA #3 BOND DEBT SERVICE SCHEDULE

BOND DEBT SERVICE

City of Manor, Texas
Special Assessment Revenue Bonds, Series 2023
(Manor Heights Public Improvement District Improvement Area #3 Project)
Bonds Callable September 15, 2031 @ Par
FINAL NUMBERS

| Period Ending | Principal | Interest | Debt Service |
|---|---|---|---|
| 09/30/2024 | 35,000 | 261,029.24 | 296,029.24 |
| 09/30/2025 | 71,000 | 224,860.00 | 295,860.00 |
| 09/30/2026 | 72,000 | 221,665.00 | 293,665.00 |
| 09/30/2027 | 75,000 | 218,425.00 | 293,425.00 |
| 09/30/2028 | 79,000 | 215,050.00 | 294,050.00 |
| 09/30/2029 | 83,000 | 211,495.00 | 294,495.00 |
| 09/30/2030 | 85,000 | 207,760.00 | 292,760.00 |
| 09/30/2031 | 90,000 | 203,935.00 | 293,935.00 |
| 09/30/2032 | 94,000 | 199,210.00 | 293,210.00 |
| 09/30/2033 | 98,000 | 194,275.00 | 292,275.00 |
| 09/30/2034 | 103,000 | 189,130.00 | 292,130.00 |
| 09/30/2035 | 108,000 | 183,722.50 | 291,722.50 |
| 09/30/2036 | 113,000 | 178,052.50 | 291,052.50 |
| 09/30/2037 | 119,000 | 172,120.00 | 291,120.00 |
| 09/30/2038 | 126,000 | 165,872.50 | 291,872.50 |
| 09/30/2039 | 133,000 | 159,257.50 | 292,257.50 |
| 09/30/2040 | 139,000 | 152,275.00 | 291,275.00 |
| 09/30/2041 | 147,000 | 144,977.50 | 291,977.50 |
| 09/30/2042 | 154,000 | 137,260.00 | 291,260.00 |
| 09/30/2043 | 162,000 | 129,175.00 | 291,175.00 |
| 09/30/2044 | 170,000 | 120,670.00 | 290,670.00 |
| 09/30/2045 | 180,000 | 111,320.00 | 291,320.00 |
| 09/30/2046 | 191,000 | 101,420.00 | 292,420.00 |
| 09/30/2047 | 200,000 | 90,915.00 | 290,915.00 |
| 09/30/2048 | 211,000 | 79,915.00 | 290,915.00 |
| 09/30/2049 | 222,000 | 68,310.00 | 290,310.00 |
| 09/30/2050 | 235,000 | 56,100.00 | 291,100.00 |
| 09/30/2051 | 248,000 | 43,175.00 | 291,175.00 |
| 09/30/2052 | 261,000 | 29,535.00 | 290,535.00 |
| 09/30/2053 | 276,000 | 15,180.00 | 291,180.00 |
| | 4,280,000 | 4,486,086.74 | 8,766,086.74 |

# EXHIBIT R - IMPROVEMENT AREA #4 BOND DEBT SERVICE SCHEDULE

# EXHIBIT S – MAJOR IMPROVEMENT AREA BOND DEBT SERVICE SCHEDULE

BOND DEBT SERVICE

City of Manor, Texas
Special Assessment Revenue Bonds, Series 2021
(Manor Heights Public Improvement District Major Improvement Area Project)
~FINAL NUMBERS~

| | |
|---|---|
| Dated Date | 05/27/2021 |
| Delivery Date | 05/27/2021 |

| Period Ending | Principal | Interest | Debt Service |
|---|---|---|---|
| 09/30/2021 | | 99,995.63 | 99,995.63 |
| 09/30/2022 | | 333,318.76 | 333,318.76 |
| 09/30/2023 | 150,000 | 333,318.76 | 483,318.76 |
| 09/30/2024 | 155,000 | 328,631.26 | 483,631.26 |
| 09/30/2025 | 160,000 | 323,787.50 | 483,787.50 |
| 09/30/2026 | 170,000 | 318,787.50 | 488,787.50 |
| 09/30/2027 | 175,000 | 313,475.00 | 488,475.00 |
| 09/30/2028 | 180,000 | 306,912.50 | 486,912.50 |
| 09/30/2029 | 185,000 | 300,162.50 | 485,162.50 |
| 09/30/2030 | 195,000 | 293,225.00 | 488,225.00 |
| 09/30/2031 | 200,000 | 285,912.50 | 485,912.50 |
| 09/30/2032 | 210,000 | 278,412.50 | 488,412.50 |
| 09/30/2033 | 220,000 | 269,750.00 | 489,750.00 |
| 09/30/2034 | 230,000 | 260,675.00 | 490,675.00 |
| 09/30/2035 | 240,000 | 251,187.50 | 491,187.50 |
| 09/30/2036 | 250,000 | 241,287.50 | 491,287.50 |
| 09/30/2037 | 260,000 | 230,975.00 | 490,975.00 |
| 09/30/2038 | 270,000 | 220,250.00 | 490,250.00 |
| 09/30/2039 | 280,000 | 209,112.50 | 489,112.50 |
| 09/30/2040 | 295,000 | 197,562.50 | 492,562.50 |
| 09/30/2041 | 305,000 | 185,393.76 | 490,393.76 |
| 09/30/2042 | 320,000 | 172,812.50 | 492,812.50 |
| 09/30/2043 | 335,000 | 158,812.50 | 493,812.50 |
| 09/30/2044 | 350,000 | 144,156.26 | 494,156.26 |
| 09/30/2045 | 365,000 | 128,843.76 | 493,843.76 |
| 09/30/2046 | 380,000 | 112,875.00 | 492,875.00 |
| 09/30/2047 | 400,000 | 96,250.00 | 496,250.00 |
| 09/30/2048 | 420,000 | 78,750.00 | 498,750.00 |
| 09/30/2049 | 440,000 | 60,375.00 | 500,375.00 |
| 09/30/2050 | 460,000 | 41,125.00 | 501,125.00 |
| 09/30/2051 | 480,000 | 21,000.00 | 501,000.00 |
| | 8,080,000 | 6,597,133.19 | 14,677,133.19 |

# EXHIBIT T-1 – LOT TYPE 1 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO MANOR, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

**LOT TYPE 1 PRINCIPAL ASSESSMENT: $13,557.59**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Manor Heights Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____
SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____
SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

# ANNUAL INSTALLMENTS - LOT TYPE 1

| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs | Additional Interest [b] | Capitalized Interest | Total Annual Installment |
|---|---|---|---|---|---|---|
| 2025 | $ 309.89 | $ 494.95 | $ 57.23 | $ 67.79 | $ - | $ 929.86 |
| 2026 | 319.57 | 487.20 | 58.38 | 66.24 | - | 931.39 |
| 2027 | 329.26 | 479.21 | 59.55 | 64.64 | - | 932.66 |
| 2028 | 338.94 | 468.92 | 60.74 | 62.99 | - | 931.59 |
| 2029 | 348.62 | 458.33 | 61.95 | 61.30 | - | 930.21 |
| 2030 | 358.31 | 447.44 | 63.19 | 59.56 | - | 928.49 |
| 2031 | 367.99 | 436.24 | 64.45 | 57.77 | - | 926.45 |
| 2032 | 387.36 | 424.74 | 65.74 | 55.93 | - | 933.77 |
| 2033 | 397.04 | 411.18 | 67.06 | 53.99 | - | 929.27 |
| 2034 | 406.73 | 397.29 | 68.40 | 52.00 | - | 924.42 |
| 2035 | 426.10 | 383.05 | 69.77 | 49.97 | - | 928.88 |
| 2036 | 445.46 | 368.14 | 71.16 | 47.84 | - | 932.60 |
| 2037 | 455.15 | 352.55 | 72.59 | 45.61 | - | 925.89 |
| 2038 | 474.52 | 336.62 | 74.04 | 43.34 | - | 928.51 |
| 2039 | 493.88 | 320.01 | 75.52 | 40.96 | - | 930.37 |
| 2040 | 513.25 | 302.72 | 77.03 | 38.49 | - | 931.50 |
| 2041 | 532.62 | 284.76 | 78.57 | 35.93 | - | 931.88 |
| 2042 | 551.99 | 266.12 | 80.14 | 33.26 | - | 931.51 |
| 2043 | 571.36 | 244.04 | 81.74 | 30.50 | - | 927.64 |
| 2044 | 590.72 | 221.18 | 83.38 | 27.65 | - | 922.93 |
| 2045 | 619.78 | 197.55 | 85.05 | 24.69 | - | 927.07 |
| 2046 | 648.83 | 172.76 | 86.75 | 21.60 | - | 929.93 |
| 2047 | 677.88 | 146.81 | 88.48 | 18.35 | - | 931.52 |
| 2048 | 697.25 | 119.69 | 90.25 | 14.96 | - | 922.16 |
| 2049 | 735.98 | 91.80 | 92.06 | 11.48 | - | 931.32 |
| 2050 | 765.04 | 62.36 | 93.90 | 7.80 | - | 929.09 |
| 2051 | 794.09 | 31.76 | 95.78 | 3.97 | - | 925.60 |
| **Total** | **$ 13,557.59** | **$ 8,407.43** | **$ 2,022.90** | **$ 1,098.60** | **$ -** | **$ 25,086.52** |

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

# EXHIBIT T-2 – LOT TYPE 2 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO MANOR, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

**LOT TYPE 2 PRINCIPAL ASSESSMENT: $13,557.59**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Manor Heights Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____
SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

# ANNUAL INSTALLMENTS - LOT TYPE 2

| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs | Additional Interest [b] | Capitalized Interest | Total Annual Installment |
|---|---|---|---|---|---|---|
| 2025 | $ 309.89 | $ 494.95 | $ 57.23 | $ 67.79 | $ - | $ 929.86 |
| 2026 | 319.57 | 487.20 | 58.38 | 66.24 | - | 931.39 |
| 2027 | 329.26 | 479.21 | 59.55 | 64.64 | - | 932.66 |
| 2028 | 338.94 | 468.92 | 60.74 | 62.99 | - | 931.59 |
| 2029 | 348.62 | 458.33 | 61.95 | 61.30 | - | 930.21 |
| 2030 | 358.31 | 447.44 | 63.19 | 59.56 | - | 928.49 |
| 2031 | 367.99 | 436.24 | 64.45 | 57.77 | - | 926.45 |
| 2032 | 387.36 | 424.74 | 65.74 | 55.93 | - | 933.77 |
| 2033 | 397.04 | 411.18 | 67.06 | 53.99 | - | 929.27 |
| 2034 | 406.73 | 397.29 | 68.40 | 52.00 | - | 924.42 |
| 2035 | 426.10 | 383.05 | 69.77 | 49.97 | - | 928.88 |
| 2036 | 445.46 | 368.14 | 71.16 | 47.84 | - | 932.60 |
| 2037 | 455.15 | 352.55 | 72.59 | 45.61 | - | 925.89 |
| 2038 | 474.52 | 336.62 | 74.04 | 43.34 | - | 928.51 |
| 2039 | 493.88 | 320.01 | 75.52 | 40.96 | - | 930.37 |
| 2040 | 513.25 | 302.72 | 77.03 | 38.49 | - | 931.50 |
| 2041 | 532.62 | 284.76 | 78.57 | 35.93 | - | 931.88 |
| 2042 | 551.99 | 266.12 | 80.14 | 33.26 | - | 931.51 |
| 2043 | 571.36 | 244.04 | 81.74 | 30.50 | - | 927.64 |
| 2044 | 590.72 | 221.18 | 83.38 | 27.65 | - | 922.93 |
| 2045 | 619.78 | 197.55 | 85.05 | 24.69 | - | 927.07 |
| 2046 | 648.83 | 172.76 | 86.75 | 21.60 | - | 929.93 |
| 2047 | 677.88 | 146.81 | 88.48 | 18.35 | - | 931.52 |
| 2048 | 697.25 | 119.69 | 90.25 | 14.96 | - | 922.16 |
| 2049 | 735.98 | 91.80 | 92.06 | 11.48 | - | 931.32 |
| 2050 | 765.04 | 62.36 | 93.90 | 7.80 | - | 929.09 |
| 2051 | 794.09 | 31.76 | 95.78 | 3.97 | - | 925.60 |
| **Total** | **$ 13,557.59** | **$ 8,407.43** | **$ 2,022.90** | **$ 1,098.60** | **$ -** | **$ 25,086.52** |

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

# EXHIBIT T-3 – LOT TYPE 3 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO MANOR, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

**LOT TYPE 3 PRINCIPAL ASSESSMENT: $13,795.45**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Manor Heights Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____
SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

# ANNUAL INSTALLMENTS - LOT TYPE 3

| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs | Additional Interest [b] | Capitalized Interest | Total Annual Installment |
|---|---|---|---|---|---|---|
| 2025 | $ 315.32 | $ 503.63 | $ 58.24 | $ 68.98 | $ - | $ 946.17 |
| 2026 | 325.18 | 495.75 | 59.40 | 67.40 | - | 947.73 |
| 2027 | 335.03 | 487.62 | 60.59 | 65.77 | - | 949.02 |
| 2028 | 344.89 | 477.15 | 61.80 | 64.10 | - | 947.94 |
| 2029 | 354.74 | 466.37 | 63.04 | 62.38 | - | 946.53 |
| 2030 | 364.59 | 455.29 | 64.30 | 60.60 | - | 944.78 |
| 2031 | 374.45 | 443.89 | 65.59 | 58.78 | - | 942.71 |
| 2032 | 394.16 | 432.19 | 66.90 | 56.91 | - | 950.15 |
| 2033 | 404.01 | 418.40 | 68.24 | 54.94 | - | 945.58 |
| 2034 | 413.86 | 404.26 | 69.60 | 52.92 | - | 940.63 |
| 2035 | 433.57 | 389.77 | 70.99 | 50.85 | - | 945.18 |
| 2036 | 453.28 | 374.60 | 72.41 | 48.68 | - | 948.96 |
| 2037 | 463.13 | 358.73 | 73.86 | 46.41 | - | 942.14 |
| 2038 | 482.84 | 342.52 | 75.34 | 44.10 | - | 944.80 |
| 2039 | 502.55 | 325.62 | 76.84 | 41.68 | - | 946.70 |
| 2040 | 522.26 | 308.03 | 78.38 | 39.17 | - | 947.84 |
| 2041 | 541.96 | 289.75 | 79.95 | 36.56 | - | 948.22 |
| 2042 | 561.67 | 270.78 | 81.55 | 33.85 | - | 947.85 |
| 2043 | 581.38 | 248.32 | 83.18 | 31.04 | - | 943.92 |
| 2044 | 601.09 | 225.06 | 84.84 | 28.13 | - | 939.13 |
| 2045 | 630.65 | 201.02 | 86.54 | 25.13 | - | 943.33 |
| 2046 | 660.21 | 175.79 | 88.27 | 21.97 | - | 946.25 |
| 2047 | 689.77 | 149.38 | 90.04 | 18.67 | - | 947.87 |
| 2048 | 709.48 | 121.79 | 91.84 | 15.22 | - | 938.33 |
| 2049 | 748.90 | 93.41 | 93.67 | 11.68 | - | 947.66 |
| 2050 | 778.46 | 63.46 | 95.55 | 7.93 | - | 945.39 |
| 2051 | 808.02 | 32.32 | 97.46 | 4.04 | - | 941.84 |
| **Total** | **$ 13,795.45** | **$ 8,554.93** | **$ 2,058.39** | **$ 1,117.87** | **$ -** | **$ 25,526.64** |

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

# EXHIBIT T-4 – LOT TYPE 4 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO MANOR, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

**LOT TYPE 4 PRINCIPAL ASSESSMENT: $17,586.69**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Manor Heights Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____
SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

# ANNUAL INSTALLMENTS - LOT TYPE 4

| | Major Improvement Area Bonds | | | | Improvement Area #3 Bonds | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Installment Due 1/31 | Principal | Interest [a] | Additional Interest [c] | Annual Collection Costs | Principal | Interest [b] | Additional Interest [c] | Annual Collection Costs | Total Annual Installment |
| 2025 | $ 131.31 | $ 265.73 | $ 31.90 | $ 24.08 | $ 187.42 | $ 593.58 | $ 56.03 | $ 82.39 | $ 1,372.44 |
| 2026 | 139.52 | 261.63 | 31.25 | 24.56 | 190.06 | 585.14 | 55.09 | 84.04 | 1,371.29 |
| 2027 | 143.62 | 257.27 | 30.55 | 25.05 | 197.98 | 576.59 | 54.14 | 85.72 | 1,370.92 |
| 2028 | 147.73 | 251.88 | 29.83 | 25.55 | 208.54 | 567.68 | 53.15 | 87.44 | 1,371.80 |
| 2029 | 151.83 | 246.34 | 29.09 | 26.06 | 219.10 | 558.29 | 52.11 | 89.18 | 1,372.01 |
| 2030 | 160.04 | 240.65 | 28.33 | 26.58 | 224.38 | 548.44 | 51.01 | 90.97 | 1,370.40 |
| 2031 | 164.14 | 234.65 | 27.53 | 27.11 | 237.58 | 538.34 | 49.89 | 92.79 | 1,372.03 |
| 2032 | 172.35 | 228.49 | 26.71 | 27.66 | 248.14 | 525.87 | 48.70 | 94.64 | 1,372.56 |
| 2033 | 180.55 | 221.38 | 25.85 | 28.21 | 258.70 | 512.84 | 47.46 | 96.54 | 1,371.53 |
| 2034 | 188.76 | 213.94 | 24.95 | 28.77 | 271.89 | 499.26 | 46.17 | 98.47 | 1,372.20 |
| 2035 | 196.97 | 206.15 | 24.01 | 29.35 | 285.09 | 484.98 | 44.81 | 100.44 | 1,371.79 |
| 2036 | 205.17 | 198.02 | 23.02 | 29.94 | 298.29 | 470.01 | 43.38 | 102.44 | 1,370.29 |
| 2037 | 213.38 | 189.56 | 21.99 | 30.53 | 314.13 | 454.35 | 41.89 | 104.49 | 1,370.34 |
| 2038 | 221.59 | 180.76 | 20.93 | 31.14 | 332.61 | 437.86 | 40.32 | 106.58 | 1,371.80 |
| 2039 | 229.80 | 171.62 | 19.82 | 31.77 | 351.09 | 420.40 | 38.66 | 108.71 | 1,371.86 |
| 2040 | 242.11 | 162.14 | 18.67 | 32.40 | 366.93 | 401.97 | 36.90 | 110.89 | 1,372.01 |
| 2041 | 250.31 | 152.15 | 17.46 | 33.05 | 388.04 | 382.71 | 35.07 | 113.11 | 1,371.90 |
| 2042 | 262.62 | 141.83 | 16.21 | 33.71 | 406.52 | 362.33 | 33.13 | 115.37 | 1,371.72 |
| 2043 | 274.93 | 130.34 | 14.90 | 34.39 | 427.64 | 340.99 | 31.10 | 117.68 | 1,371.96 |
| 2044 | 287.24 | 118.31 | 13.52 | 35.07 | 448.76 | 318.54 | 28.96 | 120.03 | 1,370.43 |
| 2045 | 299.55 | 105.74 | 12.08 | 35.78 | 475.16 | 293.86 | 26.71 | 122.43 | 1,371.31 |
| 2046 | 311.87 | 92.64 | 10.59 | 36.49 | 504.19 | 267.72 | 24.34 | 124.88 | 1,372.71 |
| 2047 | 328.28 | 78.99 | 9.03 | 37.22 | 527.95 | 239.99 | 21.82 | 127.38 | 1,370.66 |
| 2048 | 344.69 | 64.63 | 7.39 | 37.97 | 556.99 | 210.96 | 19.18 | 129.92 | 1,371.72 |
| 2049 | 361.11 | 49.55 | 5.66 | 38.72 | 586.03 | 180.32 | 16.39 | 132.52 | 1,370.31 |
| 2050 | 377.52 | 33.75 | 3.86 | 39.50 | 620.34 | 148.09 | 13.46 | 135.17 | 1,371.70 |
| 2051 | 393.93 | 17.23 | 1.97 | 40.29 | 654.66 | 113.97 | 10.36 | 137.88 | 1,370.30 |
| 2052 | - | - | - | - | 688.98 | 77.97 | 7.09 | 140.63 | 914.66 |
| 2053 | - | - | - | - | 728.57 | 40.07 | 3.64 | 143.45 | 915.73 |
| **Total** | **$ 6,380.93** | **$ 4,515.37** | **$ 527.11** | **$ 850.94** | **$ 11,205.76** | **$ 11,153.12** | **$ 1,030.98** | **$ 3,196.17** | **$ 38,860.38** |

[a] Interest is calculated at the actual rate of the Major Improvement Area PID Bonds.
[b] Interest is calculated at the actual rate of the Improvement Area #3 PID Bonds.
[c] Additional Interest is calculated at the Additional Interest Rate.
*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

# EXHIBIT T-5 – LOT TYPE 5 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO MANOR, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

**LOT TYPE 5 PRINCIPAL ASSESSMENT: $19,345.35**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Manor Heights Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____
SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

# ANNUAL INSTALLMENTS - LOT TYPE 5

| | Major Improvement Area Bonds | | | | Improvement Area #3 Bonds | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Installment Due 1/31 | Principal | Interest [a] | Additional Interest [c] | Annual Collection Costs | Principal | Interest [b] | Additional Interest [c] | Annual Collection Costs | Total Annual Installment |
| 2025 | $ 144.44 | $ 292.30 | $ 35.10 | $ 26.48 | $ 206.16 | $ 652.93 | $ 61.63 | $ 90.63 | $ 1,509.69 |
| 2026 | 153.47 | 287.79 | 34.37 | 27.01 | 209.07 | 643.66 | 60.60 | 92.44 | 1,508.42 |
| 2027 | 157.98 | 283.00 | 33.61 | 27.55 | 217.78 | 634.25 | 59.56 | 94.29 | 1,508.01 |
| 2028 | 162.50 | 277.07 | 32.82 | 28.10 | 229.39 | 624.45 | 58.47 | 96.18 | 1,508.98 |
| 2029 | 167.01 | 270.98 | 32.00 | 28.67 | 241.01 | 614.12 | 57.32 | 98.10 | 1,509.21 |
| 2030 | 176.04 | 264.71 | 31.17 | 29.24 | 246.82 | 603.28 | 56.11 | 100.06 | 1,507.44 |
| 2031 | 180.55 | 258.11 | 30.29 | 29.82 | 261.34 | 592.17 | 54.88 | 102.07 | 1,509.23 |
| 2032 | 189.58 | 251.34 | 29.39 | 30.42 | 272.95 | 578.45 | 53.57 | 104.11 | 1,509.81 |
| 2033 | 198.61 | 243.52 | 28.44 | 31.03 | 284.57 | 564.12 | 52.21 | 106.19 | 1,508.68 |
| 2034 | 207.64 | 235.33 | 27.44 | 31.65 | 299.08 | 549.18 | 50.79 | 108.31 | 1,509.43 |
| 2035 | 216.66 | 226.76 | 26.41 | 32.28 | 313.60 | 533.48 | 49.29 | 110.48 | 1,508.97 |
| 2036 | 225.69 | 217.83 | 25.32 | 32.93 | 328.12 | 517.02 | 47.72 | 112.69 | 1,507.32 |
| 2037 | 234.72 | 208.52 | 24.19 | 33.59 | 345.54 | 499.79 | 46.08 | 114.94 | 1,507.38 |
| 2038 | 243.75 | 198.83 | 23.02 | 34.26 | 365.87 | 481.65 | 44.35 | 117.24 | 1,508.98 |
| 2039 | 252.77 | 188.78 | 21.80 | 34.94 | 386.20 | 462.44 | 42.53 | 119.59 | 1,509.05 |
| 2040 | 266.32 | 178.35 | 20.54 | 35.64 | 403.62 | 442.17 | 40.59 | 121.98 | 1,509.21 |
| 2041 | 275.34 | 167.37 | 19.21 | 36.36 | 426.85 | 420.98 | 38.58 | 124.42 | 1,509.09 |
| 2042 | 288.89 | 156.01 | 17.83 | 37.08 | 447.17 | 398.57 | 36.44 | 126.91 | 1,508.90 |
| 2043 | 302.43 | 143.37 | 16.39 | 37.82 | 470.40 | 375.09 | 34.21 | 129.44 | 1,509.15 |
| 2044 | 315.97 | 130.14 | 14.87 | 38.58 | 493.63 | 350.39 | 31.85 | 132.03 | 1,507.48 |
| 2045 | 329.51 | 116.32 | 13.29 | 39.35 | 522.67 | 323.24 | 29.39 | 134.67 | 1,508.45 |
| 2046 | 343.05 | 101.90 | 11.65 | 40.14 | 554.61 | 294.50 | 26.77 | 137.37 | 1,509.99 |
| 2047 | 361.11 | 86.89 | 9.93 | 40.94 | 580.75 | 263.99 | 24.00 | 140.11 | 1,507.72 |
| 2048 | 379.16 | 71.09 | 8.12 | 41.76 | 612.69 | 232.05 | 21.10 | 142.92 | 1,508.89 |
| 2049 | 397.22 | 54.50 | 6.23 | 42.60 | 644.63 | 198.35 | 18.03 | 145.77 | 1,507.34 |
| 2050 | 415.27 | 37.13 | 4.24 | 43.45 | 682.38 | 162.90 | 14.81 | 148.69 | 1,508.87 |
| 2051 | 433.33 | 18.96 | 2.17 | 44.32 | 720.13 | 125.37 | 11.40 | 151.66 | 1,507.33 |
| 2052 | - | - | - | - | 757.87 | 85.76 | 7.80 | 154.70 | 1,006.13 |
| 2053 | - | - | - | - | 801.43 | 44.08 | 4.01 | 157.79 | 1,007.31 |
| **Total** | **$ 7,019.02** | **$ 4,966.91** | **$ 579.83** | **$ 936.04** | **$ 12,326.33** | **$ 12,268.43** | **$ 1,134.08** | **$ 3,515.79** | **$ 42,746.42** |

[a] Interest is calculated at the actual rate of the Major Improvement Area PID Bonds.

[b] Interest is calculated at the actual rate of the Improvement Area #3 PID Bonds.

[c] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

# EXHIBIT T-6 – LOT TYPE 6 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO MANOR, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

**LOT TYPE 6 PRINCIPAL ASSESSMENT: $21,104.02**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Manor Heights Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____
SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____
SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

# ANNUAL INSTALLMENTS - LOT TYPE 6

| | Major Improvement Area Bonds | | | | Improvement Area #3 Bonds | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Installment Due 1/31 | Principal | Interest [a] | Additional Interest [c] | Annual Collection Costs | Principal | Interest [b] | Additional Interest [c] | Annual Collection Costs | Total Annual Installment |
| 2025 | $ 157.57 | $ 318.88 | $ 38.29 | $ 28.89 | $ 224.91 | $ 712.29 | $ 67.23 | $ 98.87 | $ 1,646.93 |
| 2026 | 167.42 | 313.95 | 37.50 | 29.47 | 228.07 | 702.17 | 66.11 | 100.85 | 1,645.54 |
| 2027 | 172.35 | 308.72 | 36.66 | 30.06 | 237.58 | 691.91 | 64.97 | 102.86 | 1,645.11 |
| 2028 | 177.27 | 302.26 | 35.80 | 30.66 | 250.25 | 681.22 | 63.78 | 104.92 | 1,646.16 |
| 2029 | 182.19 | 295.61 | 34.91 | 31.27 | 262.92 | 669.95 | 62.53 | 107.02 | 1,646.42 |
| 2030 | 192.04 | 288.78 | 34.00 | 31.90 | 269.25 | 658.12 | 61.22 | 109.16 | 1,644.48 |
| 2031 | 196.97 | 281.58 | 33.04 | 32.54 | 285.09 | 646.01 | 59.87 | 111.34 | 1,646.44 |
| 2032 | 206.82 | 274.19 | 32.06 | 33.19 | 297.76 | 631.04 | 58.44 | 113.57 | 1,647.07 |
| 2033 | 216.66 | 265.66 | 31.02 | 33.85 | 310.44 | 615.41 | 56.96 | 115.84 | 1,645.84 |
| 2034 | 226.51 | 256.72 | 29.94 | 34.53 | 326.27 | 599.11 | 55.40 | 118.16 | 1,646.65 |
| 2035 | 236.36 | 247.38 | 28.81 | 35.22 | 342.11 | 581.98 | 53.77 | 120.52 | 1,646.15 |
| 2036 | 246.21 | 237.63 | 27.62 | 35.92 | 357.95 | 564.02 | 52.06 | 122.93 | 1,644.35 |
| 2037 | 256.06 | 227.47 | 26.39 | 36.64 | 376.96 | 545.23 | 50.27 | 125.39 | 1,644.41 |
| 2038 | 265.91 | 216.91 | 25.11 | 37.37 | 399.13 | 525.44 | 48.39 | 127.90 | 1,646.16 |
| 2039 | 275.75 | 205.94 | 23.78 | 38.12 | 421.30 | 504.48 | 46.39 | 130.46 | 1,646.24 |
| 2040 | 290.53 | 194.57 | 22.41 | 38.88 | 440.31 | 482.36 | 44.28 | 133.07 | 1,646.41 |
| 2041 | 300.38 | 182.58 | 20.95 | 39.66 | 465.65 | 459.25 | 42.08 | 135.73 | 1,646.28 |
| 2042 | 315.15 | 170.19 | 19.45 | 40.45 | 487.83 | 434.80 | 39.75 | 138.44 | 1,646.07 |
| 2043 | 329.92 | 156.40 | 17.87 | 41.26 | 513.17 | 409.19 | 37.32 | 141.21 | 1,646.35 |
| 2044 | 344.69 | 141.97 | 16.23 | 42.09 | 538.51 | 382.25 | 34.75 | 144.04 | 1,644.52 |
| 2045 | 359.47 | 126.89 | 14.50 | 42.93 | 570.19 | 352.63 | 32.06 | 146.92 | 1,645.58 |
| 2046 | 374.24 | 111.16 | 12.70 | 43.79 | 605.03 | 321.27 | 29.21 | 149.85 | 1,647.26 |
| 2047 | 393.93 | 94.79 | 10.83 | 44.66 | 633.54 | 287.99 | 26.18 | 152.85 | 1,644.79 |
| 2048 | 413.63 | 77.56 | 8.86 | 45.56 | 668.39 | 253.15 | 23.01 | 155.91 | 1,646.06 |
| 2049 | 433.33 | 59.46 | 6.80 | 46.47 | 703.23 | 216.39 | 19.67 | 159.03 | 1,644.37 |
| 2050 | 453.03 | 40.50 | 4.63 | 47.40 | 744.41 | 177.71 | 16.16 | 162.21 | 1,646.04 |
| 2051 | 472.72 | 20.68 | 2.36 | 48.35 | 785.59 | 136.77 | 12.43 | 165.45 | 1,644.36 |
| 2052 | - | - | - | - | 826.77 | 93.56 | 8.51 | 168.76 | 1,097.60 |
| 2053 | - | - | - | - | 874.29 | 48.09 | 4.37 | 172.14 | 1,098.88 |
| **Total** | **$ 7,657.11** | **$ 5,418.45** | **$ 632.54** | **$ 1,021.13** | **$ 13,446.91** | **$ 13,383.74** | **$ 1,237.18** | **$ 3,835.40** | **$ 46,632.46** |

[a] Interest is calculated at the actual rate of the Major Improvement Area PID Bonds.

[b] Interest is calculated at the actual rate of the Improvement Area #3 PID Bonds.

[c] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

# EXHIBIT T-7 – LOT TYPE 7 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO MANOR, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

**LOT TYPE 7 PRINCIPAL ASSESSMENT: $17,153.77**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Manor Heights Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____
SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____
SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

# ANNUAL INSTALLMENTS - LOT TYPE 7

| | Major Improvement Area Bonds | | | | Improvement Area #4 Bonds | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Installment Due 1/31 | Principal | Interest [a] | Additional Interest [c] | Annual Collection Costs | Principal | Interest [b] | Capitalized Interest | Additional Interest [c] | Annual Collection Costs | Total Annual Installment |
| 2025 | $ 135.87 | $ 274.95 | $ 33.01 | $ 24.91 | $ - | $ 861.71 | $ (861.71) | $ - | $ - | $ 468.74 |
| 2026 | 144.36 | 270.70 | 32.33 | 25.41 | 122.79 | 646.28 | - | 52.76 | 64.96 | 1,359.59 |
| 2027 | 148.60 | 266.19 | 31.61 | 25.92 | 131.11 | 638.76 | - | 52.14 | 66.26 | 1,360.60 |
| 2028 | 152.85 | 260.62 | 30.87 | 26.44 | 139.44 | 630.73 | - | 51.49 | 67.58 | 1,360.01 |
| 2029 | 157.10 | 254.89 | 30.10 | 26.96 | 149.84 | 622.19 | - | 50.79 | 68.93 | 1,360.81 |
| 2030 | 165.59 | 249.00 | 29.32 | 27.50 | 156.09 | 613.01 | - | 50.04 | 70.31 | 1,360.86 |
| 2031 | 169.83 | 242.79 | 28.49 | 28.05 | 166.49 | 603.45 | - | 49.26 | 71.72 | 1,360.09 |
| 2032 | 178.32 | 236.42 | 27.64 | 28.61 | 174.82 | 593.25 | - | 48.43 | 73.15 | 1,360.65 |
| 2033 | 186.82 | 229.06 | 26.75 | 29.19 | 183.14 | 582.54 | - | 47.55 | 74.62 | 1,359.67 |
| 2034 | 195.31 | 221.36 | 25.81 | 29.77 | 193.55 | 571.33 | - | 46.64 | 76.11 | 1,359.87 |
| 2035 | 203.80 | 213.30 | 24.84 | 30.37 | 203.95 | 559.47 | - | 45.67 | 77.63 | 1,359.03 |
| 2036 | 212.29 | 204.89 | 23.82 | 30.97 | 216.44 | 546.98 | - | 44.65 | 79.18 | 1,359.23 |
| 2037 | 220.78 | 196.14 | 22.76 | 31.59 | 231.01 | 533.72 | - | 43.57 | 80.77 | 1,360.34 |
| 2038 | 229.27 | 187.03 | 21.65 | 32.22 | 245.58 | 519.57 | - | 42.41 | 82.38 | 1,360.13 |
| 2039 | 237.77 | 177.57 | 20.51 | 32.87 | 260.15 | 504.53 | - | 41.19 | 84.03 | 1,358.61 |
| 2040 | 250.50 | 167.76 | 19.32 | 33.53 | 274.71 | 488.60 | - | 39.89 | 85.71 | 1,360.02 |
| 2041 | 259.00 | 157.43 | 18.07 | 34.20 | 293.44 | 471.77 | - | 38.51 | 87.42 | 1,359.84 |
| 2042 | 271.73 | 146.75 | 16.77 | 34.88 | 310.09 | 453.80 | - | 37.04 | 89.17 | 1,360.24 |
| 2043 | 284.47 | 134.86 | 15.41 | 35.58 | 328.82 | 434.80 | - | 35.49 | 90.96 | 1,360.40 |
| 2044 | 297.21 | 122.41 | 13.99 | 36.29 | 347.55 | 414.66 | - | 33.85 | 92.78 | 1,358.75 |
| 2045 | 309.95 | 109.41 | 12.50 | 37.02 | 370.45 | 393.38 | - | 32.11 | 94.63 | 1,359.44 |
| 2046 | 322.68 | 95.85 | 10.95 | 37.76 | 393.34 | 370.69 | - | 30.26 | 96.52 | 1,358.05 |
| 2047 | 339.67 | 81.73 | 9.34 | 38.51 | 416.23 | 346.59 | - | 28.29 | 98.45 | 1,358.83 |
| 2048 | 356.65 | 66.87 | 7.64 | 39.28 | 441.21 | 321.10 | - | 26.21 | 100.42 | 1,359.39 |
| 2049 | 373.63 | 51.27 | 5.86 | 40.07 | 468.26 | 294.08 | - | 24.01 | 102.43 | 1,359.60 |
| 2050 | 390.62 | 34.92 | 3.99 | 40.87 | 497.40 | 265.40 | - | 21.66 | 104.48 | 1,359.34 |
| 2051 | 407.60 | 17.83 | 2.04 | 41.69 | 528.62 | 234.93 | - | 19.18 | 106.57 | 1,358.45 |
| 2052 | - | - | - | - | 1,034.34 | 202.55 | - | 16.53 | 108.70 | 1,362.13 |
| 2053 | - | - | - | - | 1,100.94 | 139.20 | - | 11.36 | 110.87 | 1,362.37 |
| 2054 | - | - | - | - | 1,171.70 | 71.77 | - | 5.86 | 113.09 | 1,362.41 |
| **Total** | **$ 6,602.26** | **$ 4,672.00** | **$ 545.40** | **$ 880.46** | **$ 10,551.51** | **$ 13,930.84** | **$ (861.71)** | **$ 1,066.87** | **$ 2,519.84** | **$ 39,907.47** |

[a] Interest is calculated at the actual rate of the Major Improvement Area PID Bonds.
[b] Interest is calculated at a rate of 6.125% for illustrative purposes.
[c] Additional Interest is calculated at the Additional Interest Rate.
*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

# EXHIBIT T-8 – LOT TYPE 8 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO MANOR, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

**LOT TYPE 8 PRINCIPAL ASSESSMENT: $18,869.15**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Manor Heights Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____
SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____
SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

# ANNUAL INSTALLMENTS - LOT TYPE 8

| | Major Improvement Area Bonds | | | | Improvement Area #4 Bonds | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Installment Due 1/31 | Principal | Interest [a] | Additional Interest [c] | Annual Collection Costs | Principal | Interest [b] | Capitalized Interest | Additional Interest [c] | Annual Collection Costs | Total Annual Installment |
| 2025 | $ 149.45 | $ 302.44 | $ 36.31 | $ 27.40 | $ - | $ 947.88 | $ (947.88) | $ - | $ - | $ 515.61 |
| 2026 | 158.79 | 297.77 | 35.57 | 27.95 | 135.07 | 710.91 | - | 58.03 | 71.45 | 1,495.54 |
| 2027 | 163.46 | 292.81 | 34.77 | 28.51 | 144.22 | 702.64 | - | 57.36 | 72.88 | 1,496.66 |
| 2028 | 168.13 | 286.68 | 33.95 | 29.08 | 153.38 | 693.80 | - | 56.64 | 74.34 | 1,496.01 |
| 2029 | 172.81 | 280.38 | 33.11 | 29.66 | 164.83 | 684.41 | - | 55.87 | 75.83 | 1,496.89 |
| 2030 | 182.15 | 273.90 | 32.25 | 30.25 | 171.70 | 674.31 | - | 55.05 | 77.34 | 1,496.94 |
| 2031 | 186.82 | 267.07 | 31.34 | 30.86 | 183.14 | 663.79 | - | 54.19 | 78.89 | 1,496.09 |
| 2032 | 196.16 | 260.06 | 30.40 | 31.48 | 192.30 | 652.58 | - | 53.27 | 80.47 | 1,496.71 |
| 2033 | 205.50 | 251.97 | 29.42 | 32.11 | 201.46 | 640.80 | - | 52.31 | 82.08 | 1,495.64 |
| 2034 | 214.84 | 243.49 | 28.40 | 32.75 | 212.90 | 628.46 | - | 51.30 | 83.72 | 1,495.86 |
| 2035 | 224.18 | 234.63 | 27.32 | 33.40 | 224.35 | 615.42 | - | 50.24 | 85.39 | 1,494.93 |
| 2036 | 233.52 | 225.38 | 26.20 | 34.07 | 238.09 | 601.68 | - | 49.12 | 87.10 | 1,495.16 |
| 2037 | 242.86 | 215.75 | 25.03 | 34.75 | 254.11 | 587.09 | - | 47.93 | 88.84 | 1,496.37 |
| 2038 | 252.20 | 205.73 | 23.82 | 35.45 | 270.14 | 571.53 | - | 46.66 | 90.62 | 1,496.14 |
| 2039 | 261.54 | 195.33 | 22.56 | 36.16 | 286.16 | 554.98 | - | 45.30 | 92.43 | 1,494.47 |
| 2040 | 275.55 | 184.54 | 21.25 | 36.88 | 302.19 | 537.46 | - | 43.87 | 94.28 | 1,496.02 |
| 2041 | 284.90 | 173.17 | 19.87 | 37.62 | 322.79 | 518.95 | - | 42.36 | 96.17 | 1,495.82 |
| 2042 | 298.91 | 161.42 | 18.45 | 38.37 | 341.10 | 499.18 | - | 40.75 | 98.09 | 1,496.26 |
| 2043 | 312.92 | 148.34 | 16.95 | 39.14 | 361.71 | 478.29 | - | 39.04 | 100.05 | 1,496.44 |
| 2044 | 326.93 | 134.65 | 15.39 | 39.92 | 382.31 | 456.13 | - | 37.24 | 102.05 | 1,494.62 |
| 2045 | 340.94 | 120.35 | 13.75 | 40.72 | 407.49 | 432.71 | - | 35.32 | 104.09 | 1,495.39 |
| 2046 | 354.95 | 105.43 | 12.05 | 41.53 | 432.67 | 407.76 | - | 33.29 | 106.18 | 1,493.86 |
| 2047 | 373.63 | 89.91 | 10.27 | 42.36 | 457.86 | 381.25 | - | 31.12 | 108.30 | 1,494.71 |
| 2048 | 392.31 | 73.56 | 8.41 | 43.21 | 485.33 | 353.21 | - | 28.83 | 110.46 | 1,495.33 |
| 2049 | 411.00 | 56.40 | 6.45 | 44.07 | 515.09 | 323.48 | - | 26.41 | 112.67 | 1,495.56 |
| 2050 | 429.68 | 38.41 | 4.39 | 44.96 | 547.14 | 291.93 | - | 23.83 | 114.93 | 1,495.27 |
| 2051 | 448.36 | 19.62 | 2.24 | 45.86 | 581.48 | 258.42 | - | 21.10 | 117.23 | 1,494.29 |
| 2052 | - | - | - | - | 1,137.77 | 222.81 | - | 18.19 | 119.57 | 1,498.34 |
| 2053 | - | - | - | - | 1,211.03 | 153.12 | - | 12.50 | 121.96 | 1,498.61 |
| 2054 | - | - | - | - | 1,288.87 | 78.94 | - | 6.44 | 124.40 | 1,498.65 |
| **Total** | **$ 7,262.49** | **$ 5,139.20** | **$ 599.94** | **$ 968.51** | **$ 11,606.66** | **$ 15,323.92** | **$ (947.88)** | **$ 1,173.55** | **$ 2,771.82** | **$ 43,898.21** |

[a] Interest is calculated at the actual rate of the Major Improvement Area PID Bonds.
[b] Interest is calculated at a rate of 6.125% for illustrative purposes.
[c] Additional Interest is calculated at the Additional Interest Rate.
*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

# EXHIBIT T-9 – LOT TYPE 9 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO MANOR, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

**LOT TYPE 9 PRINCIPAL ASSESSMENT: $20,584.52**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Manor Heights Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____
SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

# ANNUAL INSTALLMENTS - LOT TYPE 9

| | Major Improvement Area Bonds | | | | Improvement Area #4 Bonds | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Installment Due 1/31 | Principal | Interest [a] | Additional Interest [c] | Annual Collection Costs | Principal | Interest [b] | Capitalized Interest | Additional Interest [c] | Annual Collection Costs | Total Annual Installment |
| 2025 | $ 163.04 | $ 329.94 | $ 39.61 | $ 29.89 | $ - | $ 1,034.05 | $ (1,034.05) | $ - | $ - | $ 562.49 |
| 2026 | 173.23 | 324.84 | 38.80 | 30.49 | 147.35 | 775.54 | - | 63.31 | 77.95 | 1,631.50 |
| 2027 | 178.32 | 319.43 | 37.93 | 31.10 | 157.34 | 766.51 | - | 62.57 | 79.51 | 1,632.72 |
| 2028 | 183.42 | 312.74 | 37.04 | 31.72 | 167.33 | 756.87 | - | 61.79 | 81.10 | 1,632.01 |
| 2029 | 188.51 | 305.87 | 36.12 | 32.36 | 179.81 | 746.63 | - | 60.95 | 82.72 | 1,632.97 |
| 2030 | 198.70 | 298.80 | 35.18 | 33.00 | 187.30 | 735.61 | - | 60.05 | 84.37 | 1,633.03 |
| 2031 | 203.80 | 291.34 | 34.19 | 33.66 | 199.79 | 724.14 | - | 59.11 | 86.06 | 1,632.10 |
| 2032 | 213.99 | 283.70 | 33.17 | 34.34 | 209.78 | 711.90 | - | 58.11 | 87.78 | 1,632.78 |
| 2033 | 224.18 | 274.87 | 32.10 | 35.02 | 219.77 | 699.05 | - | 57.07 | 89.54 | 1,631.61 |
| 2034 | 234.37 | 265.63 | 30.98 | 35.73 | 232.26 | 685.59 | - | 55.97 | 91.33 | 1,631.85 |
| 2035 | 244.56 | 255.96 | 29.81 | 36.44 | 244.75 | 671.37 | - | 54.81 | 93.16 | 1,630.84 |
| 2036 | 254.75 | 245.87 | 28.58 | 37.17 | 259.73 | 656.38 | - | 53.58 | 95.02 | 1,631.08 |
| 2037 | 264.94 | 235.36 | 27.31 | 37.91 | 277.21 | 640.47 | - | 52.28 | 96.92 | 1,632.40 |
| 2038 | 275.13 | 224.43 | 25.98 | 38.67 | 294.69 | 623.49 | - | 50.90 | 98.86 | 1,632.15 |
| 2039 | 285.32 | 213.09 | 24.61 | 39.44 | 312.17 | 605.44 | - | 49.42 | 100.84 | 1,630.33 |
| 2040 | 300.60 | 201.32 | 23.18 | 40.23 | 329.66 | 586.32 | - | 47.86 | 102.85 | 1,632.02 |
| 2041 | 310.79 | 188.92 | 21.68 | 41.04 | 352.13 | 566.13 | - | 46.21 | 104.91 | 1,631.81 |
| 2042 | 326.08 | 176.10 | 20.13 | 41.86 | 372.11 | 544.56 | - | 44.45 | 107.01 | 1,632.29 |
| 2043 | 341.36 | 161.83 | 18.49 | 42.69 | 394.59 | 521.77 | - | 42.59 | 109.15 | 1,632.48 |
| 2044 | 356.65 | 146.90 | 16.79 | 43.55 | 417.07 | 497.60 | - | 40.62 | 111.33 | 1,630.49 |
| 2045 | 371.93 | 131.29 | 15.00 | 44.42 | 444.54 | 472.05 | - | 38.53 | 113.56 | 1,631.33 |
| 2046 | 387.22 | 115.02 | 13.15 | 45.31 | 472.01 | 444.82 | - | 36.31 | 115.83 | 1,629.66 |
| 2047 | 407.60 | 98.08 | 11.21 | 46.21 | 499.48 | 415.91 | - | 33.95 | 118.14 | 1,630.59 |
| 2048 | 427.98 | 80.25 | 9.17 | 47.14 | 529.45 | 385.32 | - | 31.45 | 120.51 | 1,631.27 |
| 2049 | 448.36 | 61.52 | 7.03 | 48.08 | 561.91 | 352.89 | - | 28.81 | 122.92 | 1,631.53 |
| 2050 | 468.74 | 41.91 | 4.79 | 49.04 | 596.88 | 318.47 | - | 26.00 | 125.38 | 1,631.20 |
| 2051 | 489.12 | 21.40 | 2.45 | 50.02 | 634.34 | 281.92 | - | 23.01 | 127.88 | 1,630.14 |
| 2052 | - | - | - | - | 1,241.21 | 243.06 | - | 19.84 | 130.44 | 1,634.55 |
| 2053 | - | - | - | - | 1,321.12 | 167.04 | - | 13.64 | 133.05 | 1,634.85 |
| 2054 | - | - | - | - | 1,406.04 | 86.12 | - | 7.03 | 135.71 | 1,634.90 |
| **Total** | **$ 7,922.71** | **$ 5,606.40** | **$ 654.48** | **$ 1,056.55** | **$ 12,661.81** | **$ 16,717.01** | **$ (1,034.05)** | **$ 1,280.24** | **$ 3,023.81** | **$ 47,888.96** |

[a] Interest is calculated at the actual rate of the Major Improvement Area PID Bonds.
[b] Interest is calculated at a rate of 6.125% for illustrative purposes.
[c] Additional Interest is calculated at the Additional Interest Rate.
*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

# EXHIBIT T-10 – LOT TYPE 10 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO MANOR, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

**LOT TYPE 10 PRINCIPAL ASSESSMENT: $12,762.47**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Manor Heights Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____
SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____
SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

# ANNUAL INSTALLMENTS - LOT TYPE 10

| | Major Improvement Area Bonds | | | | Improvement Area #3 Bonds | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Installment Due 1/31 | Principal | Interest [a] | Additional Interest [c] | Annual Collection Costs | Principal | Interest [b] | Additional Interest [c] | Annual Collection Costs | Total Annual Installment |
| 2025 | $ 95.29 | $ 192.84 | $ 23.15 | $ 17.47 | $ 136.01 | $ 430.75 | $ 40.66 | $ 59.79 | $ 995.97 |
| 2026 | 101.25 | 189.86 | 22.68 | 17.82 | 137.93 | 424.63 | 39.98 | 60.99 | 995.13 |
| 2027 | 104.23 | 186.70 | 22.17 | 18.18 | 143.67 | 418.42 | 39.29 | 62.21 | 994.86 |
| 2028 | 107.20 | 182.79 | 21.65 | 18.54 | 151.34 | 411.96 | 38.57 | 63.45 | 995.50 |
| 2029 | 110.18 | 178.77 | 21.11 | 18.91 | 159.00 | 405.15 | 37.81 | 64.72 | 995.66 |
| 2030 | 116.14 | 174.64 | 20.56 | 19.29 | 162.83 | 397.99 | 37.02 | 66.01 | 994.48 |
| 2031 | 119.11 | 170.28 | 19.98 | 19.68 | 172.41 | 390.67 | 36.21 | 67.33 | 995.67 |
| 2032 | 125.07 | 165.81 | 19.39 | 20.07 | 180.07 | 381.62 | 35.34 | 68.68 | 996.05 |
| 2033 | 131.03 | 160.66 | 18.76 | 20.47 | 187.73 | 372.16 | 34.44 | 70.05 | 995.30 |
| 2034 | 136.98 | 155.25 | 18.11 | 20.88 | 197.31 | 362.31 | 33.50 | 71.46 | 995.79 |
| 2035 | 142.94 | 149.60 | 17.42 | 21.30 | 206.89 | 351.95 | 32.52 | 72.88 | 995.49 |
| 2036 | 148.89 | 143.70 | 16.71 | 21.72 | 216.47 | 341.08 | 31.48 | 74.34 | 994.41 |
| 2037 | 154.85 | 137.56 | 15.96 | 22.16 | 227.96 | 329.72 | 30.40 | 75.83 | 994.44 |
| 2038 | 160.80 | 131.17 | 15.19 | 22.60 | 241.37 | 317.75 | 29.26 | 77.35 | 995.50 |
| 2039 | 166.76 | 124.54 | 14.38 | 23.05 | 254.78 | 305.08 | 28.05 | 78.89 | 995.55 |
| 2040 | 175.69 | 117.66 | 13.55 | 23.51 | 266.27 | 291.70 | 26.78 | 80.47 | 995.65 |
| 2041 | 181.65 | 110.42 | 12.67 | 23.98 | 281.60 | 277.72 | 25.45 | 82.08 | 995.57 |
| 2042 | 190.58 | 102.92 | 11.76 | 24.46 | 295.01 | 262.94 | 24.04 | 83.72 | 995.45 |
| 2043 | 199.52 | 94.58 | 10.81 | 24.95 | 310.33 | 247.45 | 22.57 | 85.40 | 995.61 |
| 2044 | 208.45 | 85.86 | 9.81 | 25.45 | 325.66 | 231.16 | 21.01 | 87.10 | 994.51 |
| 2045 | 217.38 | 76.74 | 8.77 | 25.96 | 344.82 | 213.25 | 19.39 | 88.85 | 995.15 |
| 2046 | 226.32 | 67.23 | 7.68 | 26.48 | 365.89 | 194.28 | 17.66 | 90.62 | 996.16 |
| 2047 | 238.23 | 57.32 | 6.55 | 27.01 | 383.13 | 174.16 | 15.83 | 92.44 | 994.67 |
| 2048 | 250.14 | 46.90 | 5.36 | 27.55 | 404.20 | 153.09 | 13.92 | 94.28 | 995.44 |
| 2049 | 262.05 | 35.96 | 4.11 | 28.10 | 425.27 | 130.86 | 11.90 | 96.17 | 994.42 |
| 2050 | 273.96 | 24.49 | 2.80 | 28.66 | 450.18 | 107.47 | 9.77 | 98.09 | 995.43 |
| 2051 | 285.87 | 12.51 | 1.43 | 29.24 | 475.08 | 82.71 | 7.52 | 100.06 | 994.41 |
| 2052 | - | - | - | - | 499.98 | 56.58 | 5.14 | 102.06 | 663.76 |
| 2053 | - | - | - | - | 528.72 | 29.08 | 2.64 | 104.10 | 664.54 |
| **Total** | **$ 4,630.57** | **$ 3,276.76** | **$ 382.52** | **$ 617.52** | **$ 8,131.90** | **$ 8,093.70** | **$ 748.17** | **$ 2,319.43** | **$ 28,200.57** |

[a] Interest is calculated at the actual rate of the Major Improvement Area PID Bonds.
[b] Interest is calculated at the actual rate of the Improvement Area #3 PID Bonds.
[c] Additional Interest is calculated at the Additional Interest Rate.
*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

# EXHIBIT U – IMPROVEMENT AREA #3 ENGINEERING REPORT

**ENGINEERING REPORT**

# Manor Heights
# Public Improvement District

## Manor, Texas

January 30, 2023

***Prepared for:***
***City of Manor***




01/30/2023

Alejandro E. Granados Rico

***Prepared by:***

Kimley»Horn

501 South Austin Avenue
Suite 1310
Georgetown, TX 78628

Job No. 069255700
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TBPE Firm #928

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III. **DEVELOPMENT IMPROVEMENTS**

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b. **CONSTRUCTION STAGE**


**APPENDICES**


**Exhibit A – Manor Heights Location Map**

**Exhibit B – Manor Heights PID Improvement Area #3 Map**

**Exhibit C - Engineers' OPC**

## I. INTRODUCTION

Manor Heights will be developed on approximately ±477.8 acres of undeveloped land in the City of Manor. The subject property is located along Old Kimbro Road and North of Highway 290, in Manor, Travis County, Texas. The project will encompass the construction of 1,256 single-family lots, . A site location map is included in the appendix as ***Exhibit A.*** A map of the overall Improvements Area #3 boundary is included in the appendix as ***Exhibit B-1.***

This report includes supporting documentation for the issuance of bonds by the City for improvements installed in Improvement Area #3. The bonds are anticipated to be used to finance public infrastructure projects vital for the development within the PID.

## II. DEVELOPMENT COSTS

An Engineers' Opinion of Probable Cost (OPC) has been prepared for all public infrastructure within Improvement Area #3. The Engineers' OPC has been provided as ***Exhibit C***.

## III. DEVELOPMENT IMPROVEMENTS

Overall development improvements have been defined as Improvement Area #3 as shown in ***Exhibit B-2***. No assessments have been levied nor bonds issued for the improvements shown. Improvements for Improvement Area #3 include water, wastewater, drainage, and roadway, as shown on ***Exhibit B-2***.

Water improvements include trench excavation and embedment, PVC piping, manholes, service connections, testing, related earthwork, excavation, and all other necessary appurtenances required to provide water service to each lot.

Wastewater improvements include trench excavation and embedment, PVC piping, manholes, service connections, testing, related earthwork, excavation, and all other necessary appurtenances required to provide wastewater service to each lot.

Drainage improvements include trench excavation and embedment, reinforced concrete pipe, manholes, storm sewer outfalls and headwalls, storm drain inlets, testing, related earthwork, excavation and all other necessary appurtenances required to ensure proper drainage.

Roadway improvements include subgrade stabilization, concrete and reinforcing steel for roadways, testing and handicap ramps. All related earthwork, excavation, retaining walls, intersections, signage and re-vegetation of all disturbed areas within the right-of-way are included to provide roads to each lot.

Included soft costs of the above hard costs are estimated to be 15%, inclusive of a 4% construction management fee.

## IV. DEVELOPMENT SCHEDULE

### a. Design Stage

The preliminary plan for Improvement Area #3 is approved by the City of Manor. The construction drawings for Carillon Townhomes, Phase 3-1 and Phase 3-2 of Improvement Area #3 are approved by the City of Manor. Phase 3-1 included the offsite wastewater connection to the Cottonwood Phase 2 Wastewater Line Project completed by the City of Manor. The overall boundary of Improvement Area #3 is shown in ***Exhibit B-1.***

### b. Construction Stage

The onsite construction improvements for Improvement Area #3 started in the third quarter of 2021 and anticipates final acceptance in the first quarter of 2023.

# Exhibit A

# Manor Heights Location Map

LEGEND

PROPERTY BOUNDARY

MANOR CITY LIMITS/ETJ

0 1000' 2000'

GRAPHIC SCALE 1000'
@ 11X17

MANOR ETJ
MANOR CITY LIMITS

MANOR ETJ
MANOR CITY LIMITS

LIBERTY BELL BLVD

OLD KIMBRO ROAD

MANOR ETJ
MANOR CITY LIMITS

OLD KIMBRO ROAD

HWY 290

BOIS D'ARC ROAD

OLD HWY 20

HWY 290

PLOTTED BY STARKEY, SARAH (CURTIS) 1/12/2023 9:08 AM
DWG NAME K:\AUS_CIVIL\069255700 SKY VILLAGE SOUTH\CAD\EXHIBITS\PID REPORT IA #3\01052023 PID REPORT EXHIBITS.DWG
LAST SAVED 1/11/2023 5:11 PM

# EXHIBIT A - MANOR HEIGHTS LOCATION MAP

MANOR, TEXAS
JANUARY 2023

Kimley»Horn
501 South Austin Avenue, Suite 1310
Georgetown, TX 78626
512-418-1771
State of Texas Registration No. F-928

# Exhibit B-1

# Manor Heights PID Improvement Area #3 Boundary Map

LEGEND

PROPERTY BOUNDARY

IMPROVEMENT AREA #3 BOUNDARY

IMPROVEMENT AREA #3

MAD4 ROADWAY

ROADWAY

0 500' 1000'

GRAPHIC SCALE 500'

@ 11X17

IA #3

LIBERTY BELL BLVD

MEDIUM DENSITY

OLD KIMBRO ROAD

MANOR ETJ

MANOR CITY LIMITS

OLD KIMBRO ROAD

HWY 290

# EXHIBIT B-1 - MANOR HEIGHTS PID IMPROVEMENT AREA #3 BOUNDARY MAP

MANOR, TEXAS
JANUARY 2023

Kimley»Horn
501 South Austin Avenue, Suite 1310
Georgetown, TX 78626
512-418-1771
State of Texas Registration No. F-928

PLOTTED BY STARKEY, SARAH (CURTIS) 1/25/2023 12:39 PM
DWG NAME K:\AUS_CIVIL\069255700 SKY VILLAGE SOUTH\CAD\EXHIBITS\PID REPORT IA #3\01052023 PID REPORT EXHIBITS.DWG
LAST SAVED 1/23/2023 5:50 PM

# Exhibit B-2

# Manor Heights PID Improvement Area #3 Improvements Map

LEGEND

- PROPERTY BOUNDARY
- IMPROVEMENT AREA #3
- MAD4 ROADWAY
- ROADWAY
- WASTEWATER LINE (8" UNLESS NOTED)
- WATER LINE (8" UNLESS NOTED)
- STORM SEWER

0 500' 1000'

GRAPHIC SCALE 500'

@ 11X17

12" WASTEWATER GRAVITY MAIN

12" WASTEWATER GRAVITY MAIN

12" WATER LINE

IA #3

LIBERTY BELL BLVD

MEDIUM DENSITY

OLD KIMBRO ROAD

MANOR ETJ

MANOR CITY LIMITS

OLD KIMBRO ROAD

HWY 290

FM

STARKEY, SARAH (CURTIS) 1/25/2023 12:38 PM
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# EXHIBIT B-2 - MANOR HEIGHTS PID
# IMPROVEMENT AREA #3 IMPROVEMENTS MAP

MANOR, TEXAS
JANUARY 2023

Kimley»Horn
501 South Austin Avenue, Suite 1310
Georgetown, TX 78626
512-418-1771
State of Texas Registration No. F-928

# Exhibit C

# Engineers' OPC

**OPINION OF PROBABLE CONSTRUCTION COST - MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT**
**KIMLEY-HORN AND ASSOCIATES**
***25-Jan-23***

| | TOTAL ACREAGE | ESTIMATED LOTS | ROADWAY | DRAINAGE | WASTEWATER | WATER | SUBTOTAL | SOFT COSTS (15%, W/ 4% CONSTRUCTION MANAGEMENT) | TOTAL |
|---|---|---|---|---|---|---|---|---|---|
| **INTERNAL IMPROVEMENTS (PID ELIGIBLE)** | 147.19 | 391 | $3,012,678 | $3,229,931 | $1,777,998 | $1,199,062 | **$9,219,668** | $1,382,950 | **$10,602,619** |
| | | | | | | | | | |
| **TOTAL PID ELIGIBLE IMPROVEMENTS (IA #3)** | 147.19 | 391 | **$3,012,678** | **$3,229,931** | **$1,777,998** | **$1,199,062** | **$9,219,668** | **$1,382,950** | **$10,602,619** |

**1. Review all notes and assumptions. Costs were determined by actual construction costs provided by Kimley-Horn and Associates.**

**2. Legal, marketing, financing, closing costs, cost of sales, HOA funding, overhead, maintenance, insurance, etc. are not included.**

**3. Soft Cost Included in this OPC:**

**Estimated to be 15% of hard costs, including a 4% construction management fee.**

**4. Questions regarding this OPC should be directed to Kimley-Horn and Associates, Alex Granados, (512) 782-0602.**

Kimley»Horn

**OPINION OF PROBABLE CONSTRUCTION COSTS**

# IMPROVEMENT AREA #3

**Date Prepared: 01/25/2023**
**Date Exhibit: 01/25/2023**
**Project: Manor Heights PID Improvement Area #3**
**KHA Job Number: N/A**
**Prepared By: Sarah Starkey**
**Reviewed By: Alex Granados**

**Total Acreage: 159.04**
**Lots: 391**
**LF Internal Residential: 12,030**
**LF PID Eligible Collector Roadway: 2,599**

## INTERNAL PUBLIC IMPROVEMENTS (PID ELIGIBLE)

### A. WATER

| | DESCRIPTION | | UNIT | COST / UNIT | TOTAL COST |
|---|---|---|---|---|---|
| 1 | 8" GATE VALVE, COMPLETE IN PLACE | 31 | EA | $ 1,850.00 | $ 57,350.00 |
| 2 | 8" PVC WATERLINE (C-900); INCLUDING ALL APPURTANANENCES NOT ITEMIZED IN THE BID INCLUDING BUT NOT LIMITED TO FITTINGS AND TESTING, COMPLETE IN PLACE | 11,860 | LF | $ 34.00 | $ 427,376.80 |
| 3 | SINGLE SERVICE CONNECTION W/ METER BOX, , COMPLETE IN PLACE | 41 | EA | $ 1,650.00 | $ 67,650.00 |
| 4 | DOUBLE SERVICE CONNECTION W/ METER BOX, COMPLETE IN PLACE | 122 | EA | $ 2,150.00 | $ 262,300.00 |
| 5 | 2" IRRIGATION SERVICE CONNECTION W/ METER BOX, COMPLETE IN PLACE | 6 | EA | $ 4,350.00 | $ 26,100.00 |
| 6 | 1" IRRIGATION SERVICE CONNECTION | 2 | EA | $ 4,800.00 | |
| 7 | FIRE HYDRANT ASSEMBLY INCLUDING 6" LEAD AND VALVE, COMPLETE IN PLACE | 31 | EA | $ 4,800.00 | $ 148,800.00 |
| 8 | 8" PLUG AND BLOWOFF VALVE, COMPLETE IN PLACE | 2 | EA | $ 3,650.00 | $ 7,300.00 |
| 9 | REMOVE EXISTING 8" PLUG AND CONNECT, COMPLETE IN PLACE | 3 | EA | $ 1,450.00 | $ 4,350.00 |
| 10 | 12" GATE VALVE, COMPLETE IN PLACE | 6 | EA | $ 2,800.00 | $ 16,800.00 |
| 11 | 12" PVC WATERLINE (C-900); INCLUDING ALL APPURTANANENCES NOT ITEMIZED IN THE BID INCLUDING BUT NOT LIMITED TO FITTINGS AND TESTING, COMPLETE IN PLACE | 2,665 | LF | $ 54.00 | $ 156,510.00 |
| 12 | 12" PLUG AND BLOWOFF VALVE, COMPLETE IN PLACE | 2 | EA | $ 3,800.00 | $ 7,600.00 |
| 13 | REMOVE EXISTING 12" PLUG AND CONNECT, COMPLETE IN PLACE | 2 | EA | $ 1,200.00 | $ 2,400.00 |
| 14 | TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEMS, COMPLETE IN PLACE | 14,525 | EA | $ 1.00 | $ 14,525.00 |
| | | | | **Subtotal** | **$ 1,199,061.80** |

### B. WASTEWATER

| | DESCRIPTION | | UNIT | COST / UNIT | TOTAL COST |
|---|---|---|---|---|---|
| 14 | 8" SDR26 (ALL DEPTHS), COMPLETE IN PLACE | 11,865 | LF | $ 32.00 | $ 395,203.20 |
| 15 | SINGLE WASTEWATER SERVICE, COMPLETE IN PLACE | 41 | EA | $ 1,700.00 | $ 77,558.80 |
| 16 | DOUBLE WASTEWATER SERVICE, COMPLETE IN PLACE | 122 | EA | $ 3,000.00 | $ 366,000.00 |
| 17 | 4' WASTEWATER DROP MANHOLE WITH GASKETED AND WATERTIGHT LID | 2 | EA | $ 4,900.00 | $ 9,800.00 |
| 18 | STANDARD 4' WASTEWATER MANHOLE, COMPLETE IN PLACE | 43 | EA | $ 3,925.00 | $ 168,775.00 |
| 19 | 4' WASTEWATER MANHOLE WITH BOLTED TOP | 5 | EA | $ 3,925.00 | $ 19,625.00 |
| 20 | EXTRA DEPTH (OVER 8') MANHOLE, COMPLETE IN PLACE | 95 | EA | $ 300.00 | $ 28,500.00 |
| 21 | CONNECT TO EXISTING 8" WASTEWATER LINE STUBS | 4 | EA | $ 750.00 | $ 3,000.00 |
| 22 | SILT FENCE | 5,410 | LF | $ 2.00 | $ 10,820.00 |
| 23 | REVEGETATION | 1 | LS | $ 33,700.00 | $ 33,700.00 |
| 24 | SWPP | 1 | LS | $ 4,200.00 | $ 4,200.00 |
| 25 | ROCK BERM WASTEWATER IMPROVEMENTS | 2 | EA | $ 3,700.00 | $ 7,400.00 |
| 26 | CONNECTION TO EXISTING WASTEWATER LINE | 1 | EA | $ 4,000.00 | $ 4,000.00 |
| 27 | 8" SDR 26 WW LINE (0'-10') DEPTH | 2,417 | LF | $ 56.00 | $ 135,352.00 |
| 28 | 8" SDR 26 WW LINE (10'-12') DEPTH | 124 | LF | $ 62.00 | $ 7,688.00 |
| 29 | 12" SDR 26 WW LINE (0'-10') DEPTH | 1,500 | LF | $ 76.00 | $ 114,000.00 |
| 30 | 12" SDR 26 WW LINE (10'-12') DEPTH | 1,770 | LF | $ 79.00 | $ 139,830.00 |
| 31 | 4' WW MANHOLE (0'-10') STANDARD DEPTH W/ COATING | 16 | EA | $ 6,000.00 | $ 96,000.00 |
| 32 | EXTRA VERTICAL FEET MANHOLE (ABOVE 10') W/ COATING | 10 | VF | $ 603.00 | $ 6,030.00 |
| 33 | MANHOLE VENT PIPE (4" DIP) | 50 | LF | $ 950.00 | $ 47,500.00 |
| 34 | BORED 24" STEEL ENCASEMENT PIPE INCLUDING 12" SDR 26 | 150 | LF | $ 423.00 | $ 63,450.00 |
| 35 | BORING PIT (30'x10') | 1 | EA | $ 6,630.00 | $ 6,630.00 |
| 36 | RECEIVING PIT (10'x10') | 1 | EA | $ 2,210.00 | $ 2,210.00 |
| 37 | CONCRETE TRENCH CAP | 2 | EA | $ 6,525.00 | $ 13,050.00 |
| 38 | TRENCH SAFETY EXCAVATION PROTECTION SYSTEMS, COMPLETE IN PLACE | 17,676 | EA | $ 1.00 | $ 17,676.00 |
| | | | | **Subtotal** | **$ 1,777,998.00** |

## C. STORM WATER & DRAINAGE

| | DESCRIPTION | | UNIT | COST / UNIT | TOTAL COST |
|---|---|---|---|---|---|
| 22 | 18" RCP, CLASS III PIPE (ALL DEPTHS), COMPLETE IN PLACE | 2,387 | LF | $ 42.00 | $ 100,254.00 |
| 23 | 24" RCP, CLASS III PIPE (ALL DEPTHS), COMPLETE IN PLACE | 1,870 | LF | $ 53.00 | $ 99,110.00 |
| 24 | 30" RCP, CLASS III PIPE (ALL DEPTHS), COMPLETE IN PLACE | 1,230 | LF | $ 68.00 | $ 83,640.00 |
| 25 | 36" RCP, CLASS III PIPE (ALL DEPTHS), COMPLETE IN PLACE | 1,302 | LF | $ 96.00 | $ 124,992.00 |
| 26 | 42" RCP, CLASS III PIPE (ALL DEPTHS), COMPLETE IN PLACE | 590 | LF | $ 124.00 | $ 73,160.00 |
| 27 | 48" RCP, CLASS III PIPE (ALL DEPTHS), COMPLETE IN PLACE | 588 | LF | $ 155.00 | $ 91,140.00 |
| 28 | 4' x 4' RCB, (ALL DEPTHS), COMPLETE IN PLACE | 490 | LF | $ 227.00 | $ 111,230.00 |
| 29 | 9' x 4' RCB, (ALL DEPTHS), COMPLETE IN PLACE | 550 | LF | $ 557.00 | $ 306,350.00 |
| 30 | 8' x 4' RCB, (ALL DEPTHS), COMPLETE IN PLACE | 316 | LF | $ 477.00 | $ 150,732.00 |
| 31 | 5' x 3' RCB, (ALL DEPTHS), COMPLETE IN PLACE | 225 | LF | $ 248.00 | $ 55,800.00 |
| 32 | 10' x 4' RCB, (ALL DEPTHS), COMPLETE IN PLACE | 360 | LF | $ 656.00 | $ 236,160.00 |
| 33 | 11' x 4' RCB, (ALL DEPTHS), COMPLETE IN PLACE | 805 | LF | $ 806.00 | $ 648,830.00 |
| 34 | 12' x 4' RCB, (ALL DEPTHS), COMPLETE IN PLACE | 420 | LF | $ 955.00 | $ 401,100.00 |
| 35 | STANDARD 4' MANHOLE, COMPLETE IN PLACE | 1 | EA | $ 3,000.00 | $ 3,000.00 |
| 36 | STANDARD 5' MANHOLE, COMPLETE IN PLACE | 7 | EA | $ 3,700.00 | $ 25,900.00 |
| 37 | STANDARD 6' MANHOLE, COMPLETE IN PLACE | 7 | EA | $ 4,700.00 | $ 32,900.00 |
| 38 | STANDARD 7' MANHOLE, COMPLETE IN PLACE | 1 | EA | $ 8,100.00 | $ 8,100.00 |
| 39 | 5' JUNCTION BOX WITH GRATE TOP | 1 | EA | $ 8,200.00 | $ 8,200.00 |
| 40 | 4' x 5' JUNCTION BOX, COMPLETE IN PLACE | 2 | EA | $ 4,700.00 | $ 9,400.00 |
| 41 | 4' x 6' JUNCTION BOX, COMPLETE IN PLACE | 1 | EA | $ 4,400.00 | $ 4,400.00 |
| 42 | 6' x 12' JUNCTION BOX, COMPLETE IN PLACE | 1 | EA | $ 13,000.00 | $ 13,000.00 |
| 43 | 8' x 10' JUNCTION BOX, COMPLETE IN PLACE | 2 | EA | $ 15,000.00 | $ 30,000.00 |
| 44 | 12' x 12' JUNCTION BOX, COMPLETE IN PLACE | 1 | EA | $ 27,000.00 | $ 27,000.00 |
| 45 | 3' x 13' JUNCTION BOX, COMPLETE IN PLACE | 1 | EA | $ 17,500.00 | $ 17,500.00 |
| 46 | 4' x 13' JUNCTION BOX, COMPLETE IN PLACE | 1 | EA | $ 15,700.00 | $ 15,700.00 |
| 47 | 6' x 12' JUNCTION BOX, COMPLETE IN PLACE | 3 | EA | $ 13,000.00 | $ 39,000.00 |
| 48 | 10'X4' JUNCTION BOX WITH GRATE TOP | 1 | EA | $ 21,000.00 | $ 21,000.00 |
| 49 | 10' TYPE 1 CURB INLET, COMPLETE IN PLACE | 79 | EA | $ 4,300.00 | $ 339,700.00 |
| 50 | STANDARD 24" HEADWALL, INCLUDING RIP RAP, COMPLETE IN PLACE | 3 | EA | $ 4,900.00 | $ 14,700.00 |
| 51 | STANDARD 36" HEADWALL, INCLUDING RIP RAP, COMPLETE IN PLACE | 2 | EA | $ 7,600.00 | $ 15,200.00 |
| 52 | STANDARD 42" HEADWALL, INCLUDING RIP RAP, COMPLETE IN PLACE | 2 | EA | $ 8,800.00 | $ 17,600.00 |
| 53 | STANDARD 48" HEADWALL, INCLUDING RIP RAP, COMPLETE IN PLACE | 1 | EA | $ 11,000.00 | $ 11,000.00 |
| 54 | STANDARD TXDOT 12' x 4' HEADWALL, INCLUDING RIP RAP, COMPLETE IN PLACE | 1 | EA | $ 27,000.00 | $ 27,000.00 |
| 55 | STANDARD TXDOT 4' x 4' HEADWALL, INCLUDING RIP RAP, COMPLETE IN PLACE | 1 | EA | $ 19,000.00 | $ 19,000.00 |
| 56 | STANDARD TXDOT 10' x 4' HEADWALL, INCLUDING RIP RAP, COMPLETE IN PLACE | 2 | EA | $ 18,500.00 | $ 37,000.00 |
| 57 | TRENCH SAFETY EXCAVATION PROTECTION SYSTEMS, COMPLETE IN PLACE | 11,133 | EA | $ 1.00 | $ 11,133.00 |
| | | | | **Subtotal** | **$ 3,229,931.00** |

## D. PAVEMENT ITEMS

| | DESCRIPTION | | UNIT | COST / UNIT | TOTAL COST |
|---|---|---|---|---|---|
| 57 | SUBGRADE PREPERATION, PER CITY OF AUSTIN STANDARD SPECIFICATION 201S, MINIMUM 6" DEPTH, PER SQUARE YARD- COMPLETE IN PLACE | 60,310 | SY | $ 2.25 | $ 135,697.50 |
| 58 | CRUSHED LIMESTONE BASE, 12-INCH, PER SQUARE YARD, COMPLETE IN PLACE | 50,520 | SY | $ 13.25 | $ 669,390.00 |
| 59 | HOT MIX ASPHALT CONCRETE PAVEMENT, 2.0" TYPE D, COMPLETE IN PLACE | 37,275 | SY | $ 11.50 | $ 428,662.50 |
| 60 | 31.0" FLEXIBLE BASE - PER SQUARE YARD, COMPLETE IN PLACE (MAD4) | 9,790 | SY | $ 35.00 | $ 342,650.00 |
| 61 | HOT MIX ASPHALT CONCRETE PAVEMENT, 2.5" TYPE C, COMPLETE IN PLACE (MAD4) | 6,960 | SY | $ 13.75 | $ 95,700.00 |
| 62 | HOT MIX ASPHALT CONCRETE PAVEMENT, 2.5" TYPE D, COMPLETE IN PLACE (MAD4) | 6,960 | SY | $ 13.75 | $ 95,700.00 |
| 63 | TENSAR TX5 GEOGRID, COMPLETE IN PLACE | 60,310 | SY | $ 3.85 | $ 232,193.50 |
| 64 | 8' GRANITE GRAVEL TRAIL, COMPLETE IN PLACE | 3,550 | LF | $ 28.00 | $ 99,400.00 |
| 65 | 8' CONCRETE SIDEWALK, COMPLETE IN PLACE | 787 | SY | $ 66.00 | $ 51,942.00 |
| 66 | 6" CONCRETE CURB AND GUTTER, COMPLETE IN PLACE | 28,010 | LF | $ 14.00 | $ 392,140.00 |
| 67 | DEVELOPER CONCRETE SIDEWALK, COMPLETE IN PLACE | 1,840 | SY | $ 75.00 | $ 138,000.00 |
| 68 | CONCRETE VALLEY GUTTER, COMPLETE IN PLACE | 15 | EA | $ 3,700.00 | $ 55,500.00 |
| 69 | SIDEWALK CURB RAMP, COMPLETE IN PLACE | 42 | EA | $ 1,150.00 | $ 48,300.00 |
| 70 | REVEGETATION OF ROW AND EASEMENTS, COMPLETE IN PLACE | 8,135 | SY | $ 1.50 | $ 12,202.50 |
| 71 | EXCAVATION AROUND EXISTING UTILITIES | 25,158 | CY | $ 7.75 | $ 194,974.50 |
| 72 | SIGNING AND STRIPING, COMPLETE IN PLACE | 1 | LS | $ 13,800.00 | $ 13,800.00 |
| 73 | STREET END BARRICADE | 1 | EA | $ 1,350.00 | $ 1,350.00 |
| 74 | TEMPORARY EMERGENCY ACCESS | 145 | SY | $ 35.00 | $ 5,075.00 |
| | | | | **Subtotal** | **$ 3,012,677.50** |

## SUMMARY OF ESTIMATED PROJECT COSTS

| | DESCRIPTION | TOTAL COST |
|---|---|---|
| A. | **WATER** | $ 1,199,061.80 |
| B. | **WASTEWATER** | $ 1,777,998.00 |
| C. | **STORM WATER & DRAINAGE** | $ 3,229,931.00 |
| D. | **PAVEMENT ITEMS** | $ 3,012,677.50 |
| | **Total Estimated Project Costs** | **$ 9,219,668.30** |
| | Cost per lot | 23,579.71 |

# EXHIBIT V - IMPROVEMENT AREA #4 ENGINEERING REPORT

**ENGINEERING REPORT**

# Manor Heights
# Public Improvement District

## Manor, Texas

November 21, 2023




11/21/2023

***Prepared for:***
***City of Manor***

***Prepared by:***

Kimley»Horn

501 South Austin Avenue
Suite 1310
Georgetown, TX 78628

Job No. 069255700
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TBPE Firm #928

**TABLE OF CONTENTS**


I. **INTRODUCTION**

II. **DEVELOPMENT COSTS**

III. **DEVELOPMENT IMPROVEMENTS**

IV. **DEVELOPMENT SCHEDULE**

a. **DESIGN STAGE**

b. **CONSTRUCTION STAGE**


**APPENDICES**


**Exhibit A – Manor Heights Location Map**

**Exhibit B – Manor Heights PID Improvement Area #4 Map**

**Exhibit C - Engineers' OPC**

## I. INTRODUCTION

Manor Heights will be developed on approximately ±477.8 acres of undeveloped land in the City of Manor. The subject property is located along Old Kimbro Road and North of Highway 290, in Manor, Travis County, Texas. The project will encompass the construction of 1,256 single-family lots, Improvement Area #4 encompasses 456 single-family lots of the total subject property. A site location map is included in the appendix as ***Exhibit A.*** A map of the overall Improvements Area #4 boundary is included in the appendix as ***Exhibit B-1.***

This report includes supporting documentation for the issuance of bonds by the City for improvements installed in Improvement Area #4. The bonds are anticipated to be used to finance public infrastructure projects vital for the development within the PID.

## II. DEVELOPMENT COSTS

An Engineers' Opinion of Probable Cost (OPC) has been prepared for all public infrastructure within Improvement Area #4. The Engineers' OPC has been provided as ***Exhibit C***.

## III. DEVELOPMENT IMPROVEMENTS

Overall development improvements have been defined as Improvement Area #4 as shown in ***Exhibit B-2***. No assessments have been levied nor bonds issued for the improvements shown. Improvements for Improvement Area #4 include water, wastewater, drainage, and roadway, as shown on ***Exhibit B-2***.

Water improvements include trench excavation and embedment, PVC piping, manholes, service connections, testing, related earthwork, excavation, and all other necessary appurtenances required to provide water service to each lot.

Wastewater improvements include trench excavation and embedment, PVC piping, manholes, service connections, testing, related earthwork, excavation, and all other necessary appurtenances required to provide wastewater service to each lot.

Drainage improvements include trench excavation and embedment, reinforced concrete pipe, manholes, storm sewer outfalls and headwalls, storm drain inlets, testing, related earthwork, excavation and all other necessary appurtenances required to ensure proper drainage.

Roadway improvements include subgrade stabilization, concrete and reinforcing steel for roadways, testing and handicap ramps. All related earthwork, excavation, retaining walls, intersections, signage and re-vegetation of all disturbed areas within the right-of-way are included to provide roads to each lot.

Included soft costs of the above hard costs are estimated to be 15%, inclusive of a 4% construction management fee.

## IV. DEVELOPMENT SCHEDULE

### a. Design Stage

The preliminary plan for Improvement Area #4 is approved by the City of Manor. The construction drawings for Phases 4 and 5 of Improvement Area #4 are approved by the City of Manor. The overall boundary of Improvement Area #4 is shown in ***Exhibit B-1.***

### b. Construction Stage

The onsite construction improvements for Improvement Area #4 started in the second quarter of 2022 and anticipates final acceptance in the last quarter of 2024.

# Exhibit A

# Manor Heights Location Map

LEGEND

PROPERTY BOUNDARY

MANOR CITY LIMITS/ETJ

N

E

W

S

0 1000' 2000'

GRAPHIC SCALE 1000'
@ 11X17

MANOR ETJ
MANOR CITY LIMITS

MANOR ETJ
MANOR CITY LIMITS

MANOR ETJ
MANOR CITY LIMITS

LIBERTY BELL BLVD

OLD KIMBRO ROAD

OLD KIMBRO ROAD

BOIS D'ARC ROAD

HWY 290

OLD HWY 20

HWY 290

# EXHIBIT A - MANOR HEIGHTS LOCATION MAP

MANOR, TEXAS
OCTOBER 2023

Kimley»Horn
501 South Austin Avenue, Suite 1310
Georgetown, TX 78626
512-418-1771
State of Texas Registration No. F-928

PLOTTED BY STARKEY, SARAH (CURTIS) 10/18/2023 5:27 PM
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# Exhibit B-1

# Manor Heights PID Improvement Area #4 Boundary Map

LEGEND

- PROPERTY BOUNDARY
- IMPROVEMENT AREA #4 BOUNDARY
- IMPROVEMENT AREA #4
- COLLECTOR ROADWAY
- ROADWAY

N
W
E
S

0 500' 1000'

GRAPHIC SCALE 500'
@ 11X17

MANOR ETJ
MANOR CITY LIMITS

MANOR ETJ
MANOR CITY LIMITS

IA #4

LIBERTY BELL BLVD

OLD KIMBRO ROAD

MANOR ETJ
MANOR CITY LIMITS

# EXHIBIT B-1 - MANOR HEIGHTS PID
# IMPROVEMENT AREA #4 BOUNDARY MAP

MANOR, TEXAS
OCTOBER 2023

Kimley»Horn
501 South Austin Avenue, Suite 1310
Georgetown, TX 78626
512-418-1771
State of Texas Registration No. F-928

PLOTTED BY STARKEY, SARAH (CURTIS) 10/18/2023 5:28 PM
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# Exhibit B-2

# Manor Heights PID Improvement Area #4 Improvements Map

LEGEND

PROPERTY BOUNDARY

IMPROVEMENT AREA #4

COLLECTOR ROADWAY

ROADWAY

WASTEWATER LINE (8" UNLESS NOTED)

WATER LINE (8" UNLESS NOTED)

STORM SEWER

N

E

W

S

0 500' 1000'

GRAPHIC SCALE 500'

@ 11X17

MANOR ETJ
MANOR CITY LIMITS

MANOR ETJ
MANOR CITY LIMITS

EXISTING 12" WASTEWATER GRAVITY MAIN

IA #4

12" WATER LINE

12" WATER LINE

12" WATER LINE

12" WATER LINE

LIBERTY BELL BLVD

OLD KIMBRO ROAD

MANOR ETJ
MANOR CITY LIMITS

STARKEY, SARAH (CURTIS) 11/21/2023 1:06 PM
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LAST SAVED

# EXHIBIT B-2 - MANOR HEIGHTS PID IMPROVEMENT AREA #4 IMPROVEMENTS MAP

MANOR, TEXAS
NOVEMBER 2023

Kimley»Horn
501 South Austin Avenue, Suite 1310
Georgetown, TX 78626
512-418-1771
State of Texas Registration No. F-928

# Exhibit C

# Engineers' OPC

**OPINION OF PROBABLE CONSTRUCTION COST - MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT**
**KIMLEY-HORN AND ASSOCIATES**
***21-Nov-23***

| | TOTAL ACREAGE | ESTIMATED LOTS | ROADWAY | DRAINAGE | WASTEWATER | WATER | SUBTOTAL | SOFT COSTS (15%, W/ 4% CONSTRUCTION MANAGEMENT) | TOTAL |
|---|---|---|---|---|---|---|---|---|---|
| **INTERNAL IMPROVEMENTS (PID ELIGIBLE)** | 138.16 | 456 | $4,834,330 | $2,736,230 | $2,348,206 | $2,173,306 | **$12,092,072** | $1,813,811 | **$13,905,883** |
| **TOTAL PID ELIGIBLE IMPROVEMENTS (IA #4)** | 138.16 | 456 | **$4,834,330** | **$2,736,230** | **$2,348,206** | **$2,173,306** | **$12,092,072** | **$1,813,811** | **$13,905,883** |

**1. Review all notes and assumptions. Costs were determined by actual construction costs provided by Kimley-Horn and Associates.**

**2. Legal, marketing, financing, closing costs, cost of sales, HOA funding, overhead, maintenance, insurance, etc. are not included.**

**3. Soft Cost Included in this OPC:**

**Estimated to be 15% of hard costs, including a 4% construction management fee.**

**4. Questions regarding this OPC should be directed to Kimley-Horn and Associates, Alex Granados, (512) 782-0602.**

Kimley»Horn

**OPINION OF PROBABLE CONSTRUCTION COSTS**

# IMPROVEMENT AREA #4

**Date Prepared: 11/21/2023**
**Date Exhibit: 11/21/2023**
**Project: Manor Heights PID Improvement Area #4**
**KHA Job Number: N/A**
**Prepared By: Sarah Starkey**
**Reviewed By: Alex Granados**

**Total Acreage: 138.1633**
**Lots: 456**
**LF Internal Residential: 20,398**

## INTERNAL PUBLIC IMPROVEMENTS (PID ELIGIBLE)

### A. WATER

| | DESCRIPTION | | UNIT | COST / UNIT | TOTAL COST |
|---|---|---|---|---|---|
| 1 | 12" GATE VALVE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 8 | EA | $ 3,435.00 | $ 27,480.00 |
| 2 | 12" GATE VALVE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 9 | EA | $ 4,750.00 | $ 42,750.00 |
| 3 | 12" PVC WATERLINE (C-900); INCLUDING ALL APPURTANANENCES NOT ITEMIZED IN THE BID INCLUDING BUT NOT LIMITED TO FITTINGS AND TESTING, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 1,448 | LF | $ 75.00 | $ 108,600.00 |
| 4 | 12" PVC WATERLINE (C-900); INCLUDING ALL APPURTANANENCES NOT ITEMIZED IN THE BID INCLUDING BUT NOT LIMITED TO FITTINGS AND TESTING, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 2,321 | LF | $ 85.00 | $ 197,285.00 |
| 5 | 12" AIR RELEASE VALVE PER CITY OF MANOR DETAIL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 1 | EA | $ 3,995.00 | $ 3,995.00 |
| 6 | 8" GATE VALVE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 28 | EA | $ 2,285.00 | $ 63,980.00 |
| 7 | 8" GATE VALVE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 21 | EA | $ 2,950.00 | $ 61,950.00 |
| 8 | 8" PVC WATERLINE (C-900); INCLUDING ALL APPURTANANENCES NOT ITEMIZED IN THE BID INCLUDING BUT NOT LIMITED TO FITTINGS AND TESTING, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 16,015 | LF | $ 45.00 | $ 720,675.00 |
| 9 | 8" AIR RELEASE VALVE PER CITY OF MANOR DETAIL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 3 | EA | $ 3,955.00 | $ 11,865.00 |
| 10 | WATER SERVICE (SINGLE CONNECTION) W/ METER BOX, INCLUDING CORPORATION STOPS AND APPURTENANCES, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 26 | EA | $ 1,750.00 | $ 45,500.00 |
| 11 | WATER SERVICE (SINGLE CONNECTION) W/ METER BOX, INCLUDING CORPORATION STOPS AND APPURTENANCES, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 25 | EA | $ 2,025.00 | $ 50,625.00 |
| 12 | WATER SERVICE (DOUBLE CONNECTION) W/ METER BOX, INCLUDING CORPORATION STOPS AND APPURTENANCES, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 106 | EA | $ 2,300.00 | $ 243,800.00 |
| 13 | WATER SERVICE (DOUBLE CONNECTION) W/ METER BOX, INCLUDING CORPORATION STOPS AND APPURTENANCES, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 85 | EA | $ 2,700.00 | $ 229,500.00 |
| 14 | FIRE HYDRANT ASSEMBLY INCLUDING 6" LEAD AND VALVE PER CITY OF MANOR DETAIL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 27 | EA | $ 5,525.00 | $ 149,175.00 |
| 15 | FIRE HYDRANT ASSEMBLY INCLUDING 6" LEAD AND VALVE PER CITY OF MANOR DETAIL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 22 | EA | $ 6,925.00 | $ 152,350.00 |
| 16 | 8" PLUG AND BLOWOFF VALVE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 4 | EA | $ 2,500.00 | $ 10,000.00 |
| 17 | 8" PLUG AND BLOWOFF VALVE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 2 | EA | $ 4,700.00 | $ 9,400.00 |
| 18 | REMOVE EXISTING 12" PLUG AND CONNECT TO PROPOSED 12" PVC WATERLINE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 2 | EA | $ 2,100.00 | $ 4,200.00 |
| 19 | REMOVE EXISTING 8" PLUG AND CONNECT TO PROPOSED 8" PVC WATERLINE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 2 | EA | $ 1,725.00 | $ 3,450.00 |
| 20 | REMOVE EXISTING 8" PLUG AND CONNECT TO PROPOSED 8" PVC WATERLINE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 1 | EA | $ 1,800.00 | $ 1,800.00 |
| 21 | TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEMS, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 17,463 | LF | $ 1.00 | $ 17,463.00 |
| 22 | HYDROSTATIC TESTING & CHLORINATION, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 17,463 | LF | $ 1.00 | $ 17,463.00 |
| | | | | **Subtotal** | **$ 2,173,306.00** |

### B. WASTEWATER

| | DESCRIPTION | | UNIT | COST / UNIT | TOTAL COST |
|---|---|---|---|---|---|
| 23 | 8" SDR 26 ASTM D3034 PVC GRAVITY WASTEWATER, ALL DEPTHS, INCLUDING ALL APPURTENANCES NOT ITEMIZED IN THE BID BUT NOT LIMITED TO TESTING, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 9,785 | LF | $ 39.25 | $ 384,061.25 |
| 24 | 8" SDR 26 ASTM D3034 PVC GRAVITY WASTEWATER, ALL DEPTHS, INCLUDING ALL APPURTENANCES NOT ITEMIZED IN THE BID BUT NOT LIMITED TO TESTING, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 7,592 | LF | $ 42.00 | $ 318,864.00 |
| 25 | SINGLE GRAVITY SEWER LATERAL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 26 | EA | $ 3,215.00 | $ 83,590.00 |
| 26 | SINGLE GRAVITY SEWER LATERAL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 23 | EA | $ 3,575.00 | $ 82,225.00 |
| 27 | DOUBLE GRAVITY SEWER LATERAL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 106 | EA | $ 4,500.00 | $ 477,000.00 |
| 28 | DOUBLE GRAVITY SEWER LATERAL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 86 | EA | $ 5,100.00 | $ 438,600.00 |
| 29 | 4' DIAMETER PRECAST CONCRETE WASTEWATER MANHOLE, ALL DEPTHS, INCLUDING ALL APPURTENANCES NOT ITEMIZED IN THE BID BUT NOT LIMITED TO FITTINGS AND TESTING, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 40 | EA | $ 4,455.00 | $ 178,200.00 |
| 30 | 4' DIAMETER PRECAST CONCRETE WASTEWATER MANHOLE, ALL DEPTHS, INCLUDING ALL APPURTENANCES NOT ITEMIZED IN THE BID BUT NOT LIMITED TO FITTINGS AND TESTING, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 47 | EA | $ 5,350.00 | $ 251,450.00 |
| 31 | REMOVE EXISTING 8" PLUG AND CONNECT PROPOSED WASTEWATER, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 1 | EA | $ 800.00 | $ 800.00 |
| 32 | 8" WASTEWATER PLUG, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 4 | EA | $ 39.25 | $ 157.00 |

Kimley»Horn

**OPINION OF PROBABLE CONSTRUCTION COSTS**

# IMPROVEMENT AREA #4

**Date Prepared: 11/21/2023**
**Date Exhibit: 11/21/2023**
**Project: Manor Heights PID Improvement Area #4**
**KHA Job Number: N/A**
**Prepared By: Sarah Starkey**
**Reviewed By: Alex Granados**

**Total Acreage: 138.1633**
**Lots: 456**
**LF Internal Residential: 20,398**

## INTERNAL PUBLIC IMPROVEMENTS (PID ELIGIBLE)

| | | | | | |
|---|---|---|---|---|---|
| 33 | CORE INTO EXISTING MANHOLE AND CONNECT PROPOSED 8" WASTEWATER LINE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 2 | EA | $ 4,350.00 | $ 8,700.00 |
| 34 | CORE INTO EXISTING MANHOLE AND CONNECT PROPOSED 8" WASTEWATER LINE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 1 | EA | $ 10,500.00 | $ 10,500.00 |
| 35 | CONCRETE TRENCH CAP FOR 8" WASTEWATER, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 90 | EA | $ 16.00 | $ 1,440.00 |
| 36 | EXTRA DEPTH (OVER 8') MANHOLE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 113.3 | VF | $ 300.00 | $ 33,990.00 |
| 37 | EXTRA DEPTH (OVER 8') MANHOLE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 117.0 | VF | $ 375.00 | $ 43,875.00 |
| 38 | TESTING | 17,377 | LF | $ 1.00 | $ 17,377.00 |
| 39 | TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEMS, ALL DEPTHS, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 17,377 | LF | $ 1.00 | $ 17,377.00 |
| | | | | **Subtotal** | **$ 2,348,206.25** |

## C. STORM WATER & DRAINAGE

| | DESCRIPTION | | UNIT | COST / UNIT | TOTAL COST |
|---|---|---|---|---|---|
| 40 | 18" RCP, CLASS III PIPE (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 1,829 | LF | $ 51.00 | $ 93,279.00 |
| 41 | 18" RCP, CLASS III PIPE (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 2,013 | LF | $ 58.00 | $ 116,754.00 |
| 42 | 24" RCP, CLASS III PIPE (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 1,162 | LF | $ 63.00 | $ 73,206.00 |
| 43 | 24" RCP, CLASS III PIPE (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 2,036 | LF | $ 73.00 | $ 148,628.00 |
| 44 | 30" RCP, CLASS III PIPE (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 621 | LF | $ 82.00 | $ 50,922.00 |
| 45 | 30" RCP, CLASS III PIPE (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 800 | LF | $ 95.00 | $ 76,000.00 |
| 46 | 36" RCP, CLASS III PIPE (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 168 | LF | $ 113.00 | $ 18,984.00 |
| 47 | 36" RCP, CLASS III PIPE (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 128 | LF | $ 125.00 | $ 16,000.00 |
| 48 | 36" RCP, CLASS III PIPE (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 151 | LF | $ 139.00 | $ 20,989.00 |
| 49 | 42" RCP, CLASS III PIPE (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 695 | LF | $ 161.00 | $ 111,895.00 |
| 50 | 48" RCP, CLASS III PIPE (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 906 | LF | $ 187.00 | $ 169,422.00 |
| 51 | 48" RCP, CLASS III PIPE (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 668 | LF | $ 218.00 | $ 145,624.00 |
| 52 | 5' x 3' REINFORCED CONCRETE BOX (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 111 | LF | $ 294.00 | $ 32,634.00 |
| 53 | 5' x 3' REINFORCED CONCRETE BOX (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 727 | LF | $ 360.00 | $ 261,720.00 |
| 54 | 5' x 4' REINFORCED CONCRETE BOX (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 357 | LF | $ 406.00 | $ 144,942.00 |
| 55 | 6' x 4' REINFORCED CONCRETE BOX (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 121 | LF | $ 411.00 | $ 49,731.00 |
| 56 | 7' x 4' REINFORCED CONCRETE BOX (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 62 | LF | $ 509.00 | $ 31,558.00 |
| 57 | 6' x 4' REINFORCED CONCRETE BOX (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 162 | LF | $ 425.00 | $ 68,850.00 |
| 58 | 7' x 4' REINFORCED CONCRETE BOX (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 115 | LF | $ 550.00 | $ 63,250.00 |
| 57 | 3' x 2' REINFORCED CONCRETE BOX (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 28 | LF | $ 275.00 | $ 7,700.00 |
| 58 | 4' x 4' JUNCTION BOX, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 12 | EA | $ 3,675.00 | $ 44,100.00 |
| 59 | 4' x 4' JUNCTION BOX, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 11 | EA | $ 3,500.00 | $ 38,500.00 |
| 60 | 5' x 5' JUNCTION BOX, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 7 | EA | $ 5,215.00 | $ 36,505.00 |
| 61 | 5' x 5' JUNCTION BOX, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 2 | EA | $ 4,200.00 | $ 8,400.00 |
| 62 | 6' x 6' JUNCTION BOX, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 6 | EA | $ 8,000.00 | $ 48,000.00 |
| 63 | 6' x 6' JUNCTION BOX, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 2 | EA | $ 6,300.00 | $ 12,600.00 |
| 64 | 7' x 7' JUNCTION BOX, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 7 | EA | $ 8,850.00 | $ 61,950.00 |
| 65 | 8' x 4' JUNCTION BOX, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 1 | EA | $ 10,400.00 | $ 10,400.00 |
| 66 | 8' x 8' JUNCTION BOX, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 1 | EA | $ 10,225.00 | $ 10,225.00 |
| 67 | 10' x 6' JUNCTION BOX, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 1 | EA | $ 9,555.00 | $ 9,555.00 |
| 68 | 3' x 3' OPEN AREA INLET, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 1 | EA | $ 3,545.00 | $ 3,545.00 |
| 69 | 4' x 4' OPEN AREA INLET, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 1 | EA | $ 4,300.00 | $ [illegible]0 |

Kimley»Horn

**OPINION OF PROBABLE CONSTRUCTION COSTS**

# IMPROVEMENT AREA #4

**Date Prepared: 11/21/2023**
**Date Exhibit: 11/21/2023**
**Project: Manor Heights PID Improvement Area #4**
**KHA Job Number: N/A**
**Prepared By: Sarah Starkey**
**Reviewed By: Alex Granados**

**Total Acreage: 138.1633**
**Lots: 456**
**LF Internal Residential: 20,398**

## INTERNAL PUBLIC IMPROVEMENTS (PID ELIGIBLE)

| | | | | | |
|---|---|---|---|---|---|
| 70 | 4' x 4' OPEN AREA INLET, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 2 | EA | $ 3,975.00 | $ 7,950.00 |
| 71 | 6' x 6' OPEN AREA INLET, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 1 | EA | $ 6,500.00 | $ 6,500.00 |
| 72 | 10' TYPE 1 CURB INLET, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 33 | EA | $ 4,800.00 | $ 158,400.00 |
| 73 | 10' TYPE 1 CURB INLET, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 43 | EA | $ 5,200.00 | $ 223,600.00 |
| 74 | 15' CURB INLET, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 4 | EA | $ 7,405.00 | $ 29,620.00 |
| 75 | 15' CURB INLET, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 4 | EA | $ 8,000.00 | $ 32,000.00 |
| 76 | 20' CURB INLET, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 1 | EA | $ 8,455.00 | $ 8,455.00 |
| 77 | STANDARD 18" HEADWALL PER CITY OF AUSTIN DETAIL 508S-13, INCLUDING RIP RAP AND ENERGY DISSIPATORS, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 1 | EA | $ 4,950.00 | $ 4,950.00 |
| 78 | STANDARD 24" HEADWALL PER CITY OF AUSTIN DETAIL 508S-13, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 1 | EA | $ 5,200.00 | $ 5,200.00 |
| 79 | STANDARD 24" HEADWALL PER CITY OF AUSTIN DETAIL 508S-13, INCLUDING RIP RAP AND ENERGY DISSIPATORS, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 2 | EA | $ 5,775.00 | $ 11,550.00 |
| 80 | STANDARD 30" HEADWALL PER CITY OF AUSTIN DETAIL 508S-13, INCLUDING RIP RAP AND ENERGY DISSIPATORS, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 1 | EA | $ 6,950.00 | $ 6,950.00 |
| 81 | STANDARD 36" HEADWALL PER CITY OF AUSTIN DETAIL 508S-13, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 1 | EA | $ 7,825.00 | $ 7,825.00 |
| 82 | 36", 2-42", 2-6'x4' PW-S HEADWALL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 1 | EA | $ 32,250.00 | $ 32,250.00 |
| 83 | 3'x2' TxDOT HEADWALL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 1 | EA | $ 8,900.00 | $ 8,900.00 |
| 84 | 42", 2-6'x4' PW-S HEADWALL, COMPLETE IN PLACE AS DETAILED AS SPECIFIED | 1 | EA | $ 28,000.00 | $ 28,000.00 |
| 85 | STANDARD 48" HEADWALL, INCLUDING RIP RAP AND ENERGY DISSIPATORS,, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 1 | EA | $ 14,875.00 | $ 14,875.00 |
| 86 | STANDARD 5' x 3' TXDOT HEADWALL, INCLUDING RIP RAP, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 2 | EA | $ 16,800.00 | $ 33,600.00 |
| 87 | STANDARD 5' x 3' TXDOT HEADWALL, INCLUDING RIP RAP, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 1 | EA | $ 21,000.00 | $ 21,000.00 |
| 88 | STANDARD 5' x 3' TXDOT HEADWALL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 1 | EA | $ 12,755.00 | $ 12,755.00 |
| 89 | STANDARD 5' x 4' TXDOT HEADWALL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 1 | EA | $ 22,500.00 | $ 22,500.00 |
| 90 | STANDARD 6' x 4' TXDOT HEADWALL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 1 | EA | $ 18,870.00 | $ 18,870.00 |
| 91 | STANDARD 7' x 4' TXDOT HEADWALL, INCLUDING RIP RAP, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 1 | EA | $ 28,360.00 | $ 28,360.00 |
| 92 | ADJUST MANHOLE CASTINGS TO GRADE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 25 | EA | $ 275.00 | $ 6,875.00 |
| 93 | ADJUST MANHOLE CASTINGS TO GRADE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 22 | EA | $ 375.00 | $ 8,250.00 |
| 94 | TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEMS, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 12,455 | LF | $ 1.00 | $ 12,455.00 |
| | | | | **Subtotal** | **$ 2,736,230.00** |

## D. ROADWAY PAVEMENT ITEMS

| | DESCRIPTION | | UNIT | COST / UNIT | TOTAL COST |
|---|---|---|---|---|---|
| 95 | SUBGRADE PREPERATION, PER CITY OF AUSTIN STANDARD SPECIFICATION 201S, MINIMUM 6" DEPTH, PER SQUARE YARD, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 58,906 | SY | $ 2.25 | $ 132,538.50 |
| 96 | SUBGRADE PREPERATION, PER CITY OF AUSTIN STANDARD SPECIFICATION 201S, MINIMUM 6" DEPTH, PER SQUARE YARD, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 43,399 | SY | $ 2.50 | $ 108,497.50 |
| 97 | CRUSHED LIMESTONE BASE, 12-INCH, PER SQUARE YARD, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 43,399 | SY | $ 16.00 | $ 694,384.00 |
| 98 | CRUSHED LIMESTONE BASE, 12-INCH, PER SQUARE YARD, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 44,107 | SY | $ 12.25 | $ 540,310.75 |
| 99 | CRUSHED LIMESTONE BASE, 18-INCH, PER SQUARE YARD, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 12,099 | SY | $ 20.50 | $ 248,029.50 |
| 100 | HOT MIX ASPHALT CONCRETE PAVEMENT, 2.0" TYPE D, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 32,708 | SY | $ 13.50 | $ 441,558.00 |
| 101 | HOT MIX ASPHALT CONCRETE PAVEMENT, 2.0" TYPE D, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 32,912 | SY | $ 19.00 | $ 625,328.00 |
| 102 | HOT MIX ASPHALT CONCRETE PAVEMENT, 3.0" TYPE D, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 12,099 | SY | $ 22.00 | $ 266,178.00 |
| 103 | TENSAR TX5 GEOGRID MEETING TxDOT STANDARD DMS 6240 TYPE 2 - PER SQUARE YARD, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 58,906 | SY | $ 3.75 | $ 220,897.50 |
| 104 | TENSAR TX5 GEOGRID MEETING TxDOT STANDARD DMS 6240 TYPE 2 - PER SQUARE YARD, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 43,399 | SY | $ 4.00 | $ 173,596.00 |
| 105 | 4' CONCRETE SIDEWALK, INCLUDING 5' x 5' PASSING SPACES, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 1,626 | SY | $ 76.50 | $ 124,389.00 |

Kimley»Horn

**OPINION OF PROBABLE CONSTRUCTION COSTS**

# IMPROVEMENT AREA #4

**Date Prepared: 11/21/2023**
**Date Exhibit: 11/21/2023**
**Project: Manor Heights PID Improvement Area #4**
**KHA Job Number: N/A**
**Prepared By: Sarah Starkey**
**Reviewed By: Alex Granados**

**Total Acreage: 138.1633**
**Lots: 456**
**LF Internal Residential: 20,398**

## INTERNAL PUBLIC IMPROVEMENTS (PID ELIGIBLE)

| | | | | | |
|---|---|---|---|---|---|
| 106 | 4' CONCRETE SIDEWALK, INCLUDING 5' x 5' PASSING SPACES, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 833 | SY | $ 80.00 | $ 66,640.00 |
| 107 | 5' CONCRETE SIDEWALK, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 834 | SY | $ 87.00 | $ 72,558.00 |
| 108 | 8' CONCRETE SIDEWALK, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 2,491 | SY | $ 69.00 | $ 171,879.00 |
| 109 | 6" CONCRETE CURB AND GUTTER, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 25,365 | SY | $ 15.25 | $ 386,816.25 |
| 110 | 6" CONCRETE CURB AND GUTTER, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 17,544 | SY | $ 17.50 | $ 307,020.00 |
| 111 | CONCRETE VALLEY GUTTER, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 12 | EA | $ 6,050.00 | $ 72,600.00 |
| 112 | CONCRETE VALLEY GUTTER, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 10 | EA | $ 4,450.00 | $ 44,500.00 |
| 113 | SIDEWALK CURB RAMP, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 34 | LF | $ 1,315.00 | $ 44,710.00 |
| 114 | SIDEWALK CURB RAMP, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 36 | LF | $ 1,450.00 | $ 52,200.00 |
| 115 | SIGNING AND STRIPING, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | 1 | LS | $ 39,700.00 | $ 39,700.00 |
| | | | | **Subtotal** | **$ 4,834,330.00** |

## SUMMARY OF ESTIMATED PROJECT COSTS

| | DESCRIPTION | TOTAL COST |
|---|---|---|
| A. | **WATER** | $ 2,173,306.00 |
| B. | **WASTEWATER** | $ 2,348,206.25 |
| C. | **STORM WATER & DRAINAGE** | $ 2,736,230.00 |
| D. | **ROADWAY PAVEMENT ITEMS** | $ 4,834,330.00 |
| | **Total Estimated Project Costs** | **$ 12,092,072.25** |
| | Cost per lot | 26,517.70 |

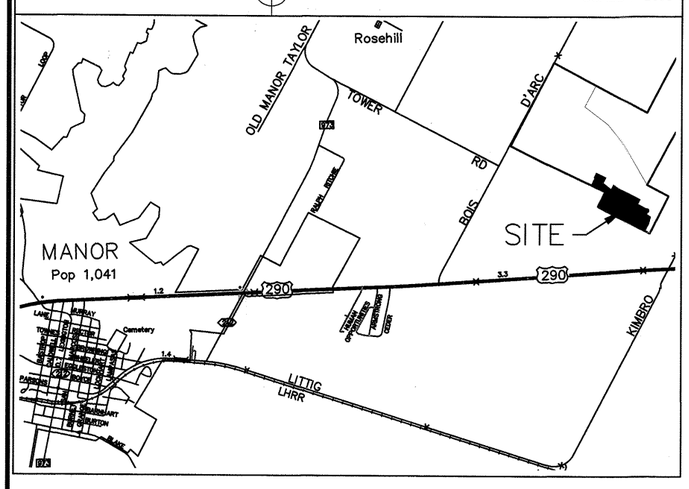
# APPENDIX A – FINAL PLATS WITHIN THE DISTRICT

$102 3.29.21 20210000 58



## VICINITY MAP

SCALE 1"=2000'




## LEGEND

| | | |
|---|---|---|
| 5/8" IRF | ● | 5/8" IRON ROD FOUND |
| IRSC | ○ | 1/2" IRON ROD W/ "KHA" CAP SET |
| IRFC | ● | 1/2" IRON ROD FOUND W/ CAP |
| 60d | ● | 60d NAIL FOUND |
| O.P.R.T.C.T. | | OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS |
| T.C.P.R. | | TRAVIS COUNTY PLAT RECORDS |
| P.O.B. | | POINT OF BEGINNING |
| T.B.M. | | BENCH MARK |
| P.U.E. | | PUBLIC UTILITY EASEMENT |
| BL | | BUILDING SET BACK LINE |
| W.L.E. | | WATER LINE EASEMENT |
| W.W.E. | | WASTEWATER EASEMENT |
| | | SIDEWALK |
| A, B, C, D | | BUILDING SETBACK BY LOT TYPE (SEE DETAIL) |
| P.O.C. | | POINT OF CURVE |
| P.R.C. | | POINT OF REVERSE CURVE |
| P.C.C. | | POINT OF COMPOUND CURVE |
| P.O.T. | | POINT OF TANGENT |
| | | PHASE AND MATCH LINE |

SUBDIVISION PLAT ESTABLISHING

# MANOR HEIGHTS SOUTH PHASE 1 SECTION 2

BEING 16.848 ACRES OF LAND SITUATED IN THE A.C. CALDWELL SURVEY NUMBER 52, ABSTRACT NUMBER 154, THE CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 267.942 ACRE TRACT OF LAND CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP INC., AS DESCRIBED IN DOCUMENT NUMBER 2019171724, CORRECTED IN DOCUMENT NUMBER 2019176020, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

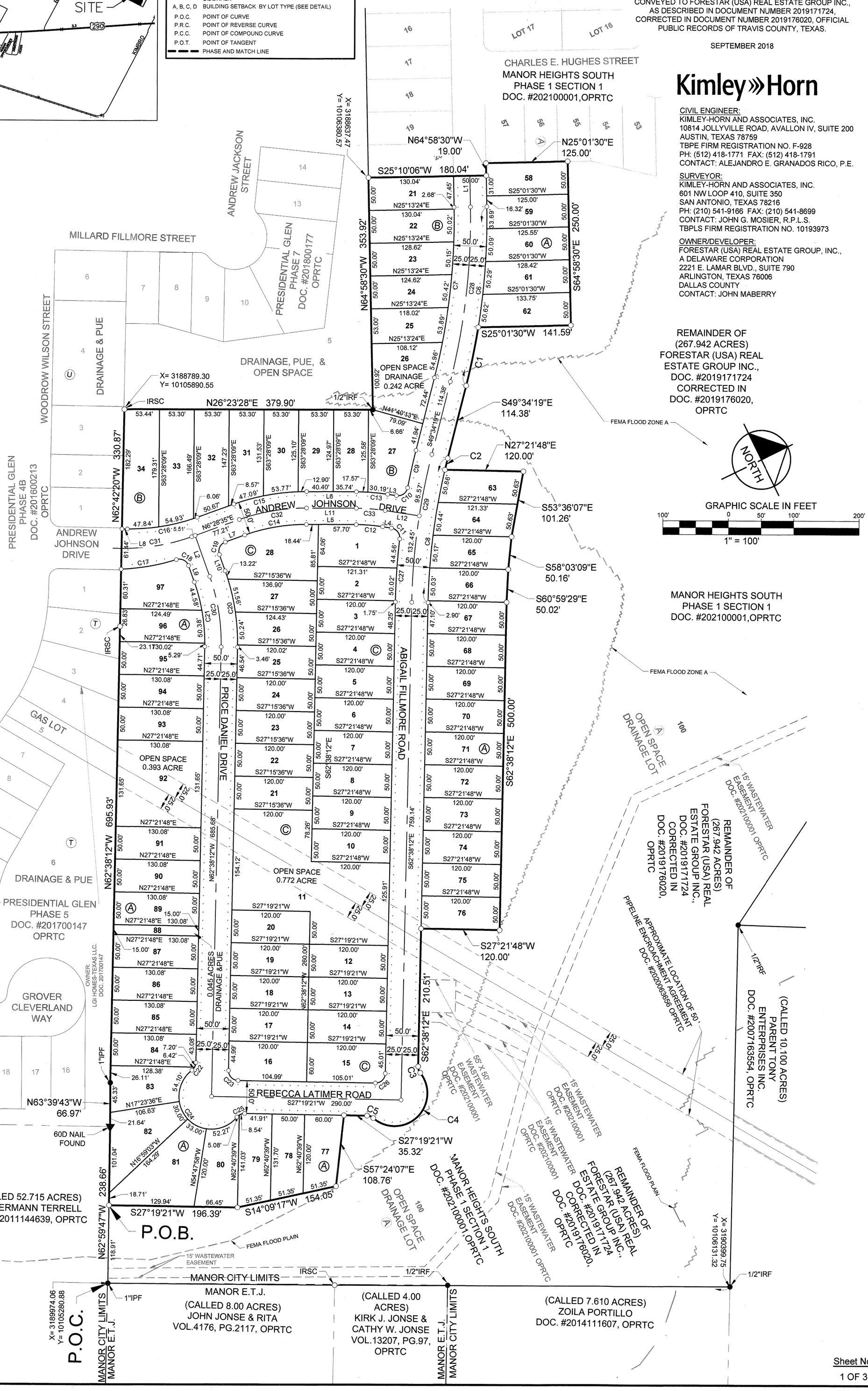
SEPTEMBER 2018

Kimley»Horn


CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759
TBPE FIRM REGISTRATION NO. F-928
PH: (512) 418-1771 FAX: (512) 418-1791
CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH: (210) 541-9166 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

OWNER/DEVELOPER:
FORESTAR (USA) REAL ESTATE GROUP, INC.,
A DELAWARE CORPORATION
2221 E. LAMAR BLVD., SUITE 790
ARLINGTON, TEXAS 76006
DALLAS COUNTY
CONTACT: JOHN MABERRY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Sheet No. 1 OF 3

DWG NAME: \\KIMLEY-HORN.COM\TX_SNA1\SNA_SURVEY\MANOR HEIGHTS PHASE 1-SECTION 2\MANOR HEIGHTS-PH1-SEC2-PLAT.DWG PLOTTED BY MOSIER, GREG 2/3/2021 1:53 PM LAST SAVED 2/3/2021 1:53 PM

SUBDIVISION PLAT ESTABLISHING

# MANOR HEIGHTS SOUTH PHASE 1 SECTION 2

BEING 16.848 ACRES OF LAND SITUATED IN THE A.C. CALDWELL SURVEY NUMBER 52, ABSTRACT NUMBER 154, THE CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 267.942 ACRE TRACT OF LAND CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP INC., AS DESCRIBED IN DOCUMENT NUMBER 2019171724, CORRECTED IN DOCUMENT NUMBER 2019176020, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

SEPTEMBER 2018

Kimley»Horn

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759
TBPE FIRM REGISTRATION NO. F-928
PH: (512) 418-1771 FAX: (512) 418-1791
CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH: (210) 541-9166 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

OWNER/DEVELOPER:
FORESTAR (USA) REAL ESTATE GROUP, INC.,
A DELAWARE CORPORATION
2221 E. LAMAR BLVD., SUITE 790
ARLINGTON, TEXAS 76006
DALLAS COUNTY
CONTACT: JOHN MABERRY

| LINE TABLE | | |
|---|---|---|
| NO. | BEARING | LENGTH |
| L1 | S64°58'30"E | 47.38' |
| L2 | N83°31'25"W | 66.37' |
| L3 | N34°57'08"E | 13.68' |
| L4 | N34°57'08"E | 13.68' |
| L5 | N26°31'51"E | 76.13' |
| L6 | S26°31'51"W | 76.14' |
| L7 | N06°28'35"E | 31.69' |
| L8 | N27°15'36"E | 8.19' |
| L9 | N83°31'25"W | 26.54' |
| L10 | N83°31'25"W | 26.37' |
| L11 | N26°31'51"E | 76.14' |
| L12 | N34°57'08"E | 52.91' |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| NO. | DELTA | RADIUS | LENGTH | CHORD BEARING | CHORD |
| C1 | 5°04'48" | 1025.00' | 90.88' | N52°06'43"W | 90.85' |
| C2 | 1°03'13" | 975.00' | 17.93' | S50°05'55"E | 17.93' |
| C3 | 39°42'56" | 15.00' | 10.40' | S82°29'40"E | 10.19' |
| C4 | 169°33'02" | 50.00' | 147.96' | N17°39'25"W | 99.58' |
| C5 | 39°42'56" | 15.00' | 10.40' | S47°10'49"W | 10.19' |
| C6 | 15°24'12" | 1025.00' | 275.56' | N57°16'24"W | 274.73' |
| C7 | 15°24'12" | 975.00' | 262.12' | N57°16'24"W | 261.33' |
| C8 | 13°03'53" | 975.00' | 222.32' | S56°06'15"E | 221.84' |
| C9 | 3°16'19" | 1025.00' | 58.53' | S51°12'28"E | 58.52' |
| C10 | 87°47'45" | 15.00' | 22.98' | N08°56'45"W | 20.80' |
| C11 | 87°47'45" | 15.00' | 22.98' | S78°51'00"W | 20.80' |
| C12 | 8°25'18" | 275.00' | 40.42' | S30°44'30"W | 40.38' |
| C13 | 8°25'14" | 325.00' | 47.76' | N30°44'31"E | 47.72' |
| C14 | 20°03'16" | 275.00' | 96.25' | S16°30'13"W | 95.76' |
| C15 | 20°03'16" | 325.00' | 113.76' | S16°30'13"W | 113.18' |
| C16 | 20°47'01" | 300.00' | 108.82' | N16°52'05"E | 108.23' |
| C17 | 16°20'26" | 300.00' | 85.56' | S16°29'52"W | 85.27' |
| C18 | 88°08'56" | 15.00' | 23.08' | S52°24'07"W | 20.87' |
| C19 | 90°00'00" | 15.00' | 23.56' | S38°31'25"E | 21.21' |
| C20 | 20°53'13" | 325.00' | 118.48' | N73°04'48"W | 117.82' |
| C21 | 20°53'13" | 275.00' | 100.25' | N73°04'48"W | 99.70' |
| C22 | 52°01'12" | 15.00' | 13.62' | N36°37'36"W | 13.16' |
| C23 | 90°02'27" | 15.00' | 23.57' | N72°20'35"E | 21.22' |
| C24 | 194°04'52" | 50.00' | 169.37' | N72°20'35"E | 99.25' |
| C25 | 52°01'12" | 15.00' | 13.62' | S01°18'45"W | 13.16' |
| C26 | 89°57'33" | 15.00' | 23.55' | N17°39'25"W | 21.21' |
| C27 | 5°23'04" | 1025.00' | 96.33' | S59°56'40"E | 96.29' |
| C28 | 15°24'12" | 1000.00' | 268.84' | S57°16'24"E | 268.03' |
| C29 | 13°03'53" | 1000.00' | 228.02' | S56°06'15"E | 227.53' |
| C30 | 20°53'13" | 300.00' | 109.36' | N73°04'48"W | 108.76' |
| C31 | 20°47'01" | 300.00' | 108.82' | N16°52'05"E | 108.23' |
| C32 | 20°03'16" | 300.00' | 105.00' | S16°30'13"W | 104.47' |
| C33 | 8°25'17" | 300.00' | 44.09' | S30°44'29"W | 44.05' |

MANOR HEIGHTS SOUTH PHASE 1 SECTION 2
GENERAL INFORMATION:

TOTAL ACREAGE.....16.848 ACRES

LINEAR FOOT OF 50' ROW.....3047'

NUMBER OF SINGLE FAMILY LOTS.....78

ACREAGE OF RESIDENTIAL LOTS.....11.848 ACRES

NUMBER OF NON-RESIDENTIAL LOTS.....4

ACREAGE OF NON-RESIDENTIAL LOTS.....1.452 ACRES

TOTAL NUMBER OF LOTS.....82

| MINIMUM LOT WIDTH | 50 FT | 30 FT (CUL-DE-SAC) | TOTAL |
|---|---|---|---|
| PHASE 1, SECTION 2 | 74 | 4 | 78 |
| TOTAL | | | |

LEGAL DESCRIPTION:

Being 16.848 acre (733,881 square feet) tract of land located in the A.C. Caldwell Survey Number 52, Abstract Number 154, City of Manor, Travis County, Texas, being a portion of that certain 267.942 acre tract described in instrument to Forestar (USA) Real Estate Group Inc., as described in Document Number 2019171724, corrected in Document Number 2019176020, Official Public Records of Travis County; and being more particularly described as follows:

COMMENCING, at a 1 inch iron pipe found on the northeasterly line of that certain 52.715 acre tract described in instrument to Timmermann Terrell as described in Document Number 2011144639, Official Public Records of Travis County, for the southerly corner of said 267.942 acre tract and the westerly corner of that certain 8.00 acre tract described in instrument to John Jonse, as described in Volume 4176, page 2117 Real Property Records of Travis County;

THENCE, North 62°59'47" West, 118.91 feet along the said northeasterly line of that certain 52.715 acre tract to a ½ inch iron rod with "KHA" cap set for the POINT OF BEGINNING of herein described tract;

THENCE, North 62°59'47" West, 119.75 feet along the said northeasterly line of that certain 52.715 acre tract to a 60d nail found for the most northerly corner of said 52.715 acre tract, and the easterly corner of that certain 102.157 acre tract of land conveyed to LGI Homes-Texas LLC, in Document Number 2014012328, Official Public Records of Travis County;

THENCE, along the northeasterly line of said 102.157 acre tract, the following two (2) course and distances:

1. North 63°39'43" West, 66.97 feet, to a 1 inch iron pipe found for corner;
2. North 62°38'12" West, 695.93 feet to a ½ inch iron rod with "KHA" cap set on the northeasterly line of Presidential Glen Phase 4B, as described in Document Number 201600213, Official Public Records of Travis County;

THENCE, North 62°42'20" West, 330.87 feet along the said northeasterly line of said Presidential Glen Phase 4B to a ½ inch iron rod with "KHA" cap set for the most southerly-northeasterly corner of said 102.157 acres tract;

THENCE, North 26°23'28" East, 379.90 feet along the southeasterly line of said 102.157 acre tract to a ½ inch iron rod found for the most northerly northeasterly corner of said 102.157 acre tract;

THENCE, North 64°58'30" West, 353.92 feet along the northerly line of said 102.157 acre tract to a ½ inch iron rod with "KHA" cap set for the most northerly - westerly corner of herein described tract;

THENCE, crossing said 267.942 acre tract of land, the following twenty-two (22) course and distances:

1. North 25°10'06" East, 180.04 feet to a ½ inch iron rod with "KHA" cap set for corner;
2. North 64°58'30" West, 19.00 feet to a ½ inch iron rod with "KHA" cap set for corner;
3. North 25°01'30" East, 125.00 feet to a ½ inch iron rod with "KHA" cap set for corner;
4. South 64°58'30" East, 250.00 feet to a ½ inch iron rod with "KHA" cap set for corner;
5. South 25°01'30" West, 141.59 feet to a ½ inch iron rod with "KHA" cap set for corner;
6. in a southeasterly direction, along a non-tangent curve to the right, a central angle of 5°04'48", a radius of 1025.00 feet, a chord bearing and distance of South 52°06'43" East, 90.85 feet, and a total arc length of 90.88 feet to a ½ inch iron rod with "KHA" cap set for corner;
7. South 49°34'19" East, 114.38 feet to a ½ inch iron rod with "KHA" cap set for corner, and a point of curvature;
8. in a southeasterly direction, along a tangent curve to the left, a central angle of 1°03'13", a radius of 975.00 feet, a chord bearing and distance of South 50°05'55" East, 17.93 feet, and a total arc length of 17.93 feet to a ½ inch iron rod with "KHA" cap set for corner;
9. North 27°21'48" East, 120.00 feet to a ½ inch iron rod with "KHA" cap set for corner;
10. South 53°36'07" East, 101.26 feet to a ½ inch iron rod with "KHA" cap set for corner;
11. South 58°03'09" East, 50.16 feet to a ½ inch iron rod with "KHA" cap set for corner;
12. South 60°59'29" East, 50.02 feet to a ½ inch iron rod with "KHA" cap set for corner;
13. South 62°38'12" East, 500.00 feet to a ½ inch iron rod with "KHA" cap set for corner;
14. South 27°21'48" West, 120.00 feet to a ½ inch iron rod with "KHA" cap set for corner;
15. South 62°38'12" East, 210.51 feet to a ½ inch iron rod with "KHA" cap set for corner, and point of curvature;
16. in a southeasterly direction, along a tangent curve to the left, a central angle of 9°42'56", a radius of 15.00 feet, a chord bearing and distance of South 82°29'40" East, 10.19 feet, and a total arc length of 10.40 feet to a ½ inch iron rod with "KHA" cap set for corner, and a point of curvature;
17. in a southeasterly direction, along a tangent reverse curve to the right, a central angle of 169°23'26", a radius of 50.01 feet, a chord bearing and distance of South 17°39'25" East, 99.58 feet, and a total arc length of 147.84 feet to a ½ inch iron rod with "KHA" cap set for corner, and a point of curvature;
18. in a southwesterly direction, along a tangent reverse curve to the left, a central angle of 39°42'56", a radius of 15.00 feet, a chord bearing and distance of South 47°10'49" West, 10.19 feet, and a total arc length of 10.40 feet to a ½ inch iron rod with "KHA" cap set for corner, and a point for corner;
19. South 27°19'21" West, 35.32 feet to a ½ inch iron rod with "KHA" cap set for corner;
20. South 57°24'07" East, 108.76 feet to a ½ inch iron rod with "KHA" cap set for corner;
21. South 14°09'17" West, 154.05 feet to a ½ inch iron rod with "KHA" cap set for corner;
22. South 27°19'21" West, 196.39 feet to the POINT OF BEGINNING and containing 16.848 acres of land in Travis County, Texas, as shown in the document prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

| LEGEND | | |
|---|---|---|
| 5/8" IRF | ● | 5/8" IRON ROD FOUND |
| IRSC | ○ | 1/2" IRON ROD W/ "KHA" CAP SET |
| IRFC | ● | 1/2" IRON ROD FOUND W/ CAP |
| 60d | ● | 60d NAIL FOUND |
| O.P.R.T.C.T. | | OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS |
| T.C.P.R. | | TRAVIS COUNTY PLAT RECORDS |
| P.O.B. | | POINT OF BEGINNING |
| T.B.M. | | BENCH MARK |
| P.U.E. | | PUBLIC UTILITY EASEMENT |
| BL | | BUILDING SET BACK LINE |
| W.L.E. | | WATER LINE EASEMENT |
| W.W.E. | | WASTEWATER EASEMENT |
| - - - - - - | | SIDEWALK |
| A, B, C, D | | BUILDING SETBACK BY LOT TYPE (SEE DETAIL) |
| P.O.C. | | POINT OF CURVE |
| P.R.C. | | POINT OF REVERSE CURVE |
| P.C.C. | | POINT OF COMPOUND CURVE |
| P.O.T. | | POINT OF TANGENT |
| ▬ ▬ ▬ | | PHASE AND MATCH LINE |

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DWG NAME: \\KIMLEY-HORN.COM\TX_SNA1\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255700-SKY VILLAGE SOUTH\DWG\KIMLEY-HORN-PLAT\MANOR HEIGHTS PHASE 1-SECTION 2\MANOR HEIGHTS-PH1-SEC2-PLAT.DWG PLOTTED BY MOSIER, GREG 2/3/2021 1:53 PM LAST SAVED 2/3/2021 1:53 PM

THE STATE OF TEXAS )(
COUNTY OF TRAVIS )(

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, THE OWNER OF 16.848 ACRE TRACT LOCATED IN THE A.C. CALDWELL SURVEY NUMBER 52, ABSTRACT NUMBER 154, AND THE CITY OF MANOR TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 267.942 ACRE TRACT OF LAND CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP INC., AS DESCRIBED IN DOCUMENT NUMBER 2019171724, CORRECTED IN DOCUMENT NUMBER 2019176020, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS., AND DO HEREBY SUBDIVIDE SAID, HAVING BEEN APPROVED FOR SUBDIVISION, PURSUANT TO THE PUBLIC NOTIFICATION AND HEARING PROVISION OF CHAPTER 212 AND 232 OF THE LOCAL GOVERNMENT CODE.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS "MANOR HEIGHTS SOUTH PHASE 1, SECTION 2" OF THE CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY SUBDIVIDES SAID 16.848 ACRES OF LAND OF SAID IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT TO BE KNOW AS "MANOR HEIGHTS SOUTH PHASE 1, SECTION 2" AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND PUBLIC EASEMENTS THEREON SHOWN FOR THE PURPOSED AND CONSIDERATION THEREIN EXPRESSED: SUBJECT TO ANY EASEMENT OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS DAY FEBRUARY 05, 2021.

BY: _____
FORESTAR (USA) REAL ESTATE GROUP INC.,
A DELAWARE CORPORATION
Jeff Scott
2221 E. LAMAR BLVD., SUITE 790
ARLINGTON, TEXAS 76006

THE STATE OF TX )(
COUNTY OF TRAVIS )(

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JEFF SCOTT KNOWN TO ME TO BE THE PERSON OR AGENT WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 5 DAY OF FEBRUARY, 2021.

Espi Camacho
NOTARY PUBLIC
NOTARY REGISTRATION NUMBER 131313292
MY COMMISSION EXPIRES: 10-12-21
COUNTY OF TRAVIS
THE STATE OF TEXAS

NOTARY PUBLIC STATE OF TEXAS
ESPI ZAN CAMACHO
Notary Public, State of Texas
Comm. Expires 10-12-2021
Notary ID 131313292

THE STATE OF TEXAS )(
COUNTY OF TRAVIS )(

I, ALEJANDRO E. GRANADOS RICO, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STAND POINT AND COMPLIES WITH THE ENGINEERING RELATED PORTION OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

THIS SITE IS LOCATED IN THE COTTONWOOD CREEK WATERSHED.

A PORTION OF THIS SITE LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48453C0485J, EFFECTIVE DATE AUGUST 18, 2014, TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

Alejandro E. Granados Rico 2/4/2021
ALEJANDRO E. GRANADOS RICO, P.E.
REGISTERED PROFESSIONAL ENGINEER No. 130084
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD
AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759

STATE OF TEXAS
ALEJANDRO E. GRANADOS RICO
130084
LICENSED
PROFESSIONAL ENGINEER

I, JOHN G. MOSIER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEYING RELATED PORTIONS OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE IS TRUE AND CORRECT, AND WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

John G. Mosier 2-3-21
JOHN G. MOSIER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6330 – STATE OF TEXAS
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
Ph. 210-321-3402
greg.mosier@kimley-horn.com

STATE OF TEXAS
REGISTERED
JOHN G. MOSIER
6330
PROFESSIONAL
LAND SURVEYOR

SURVEYOR'S NOTES:

1. THE BEARINGS SHOWN HEREON ARE TIED TO THE TEXAS STATE PLANE COORDINATE SYSTEM GRID, CENTRAL ZONE 4203 (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS).
2. ALL DISTANCES AND COORDINATES SHOWN HEREON ARE ON THE SURFACE. USE THE COMBINED SURFACE TO GRID SCALE FACTOR OF 0.99992097045 TO CONVERT TO THE GRID. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.
3. ALL PROPERTY CORNERS OF THE LOTS IN THIS SUBDIVISION WILL BE MONUMENTED PRIOR TO LOTS SALES AND AFTER ROAD CONSTRUCTION WITH A 1/2" IRON ROD WITH RED PLASTIC CAP STAMPED "KHA", UNLESS OTHERWISE NOTED.
4. ACCORDING TO COMMUNITY PANEL NO. 48453C0485J DATED 8/18/2014 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM), A PORTION OF THE SUBJECT TRACT IS LOCATED WITHIN ZONE A WHICH IS DEFINED BY FEMA AS 1% ANNUAL FLOOD CHANCE AREA WITH NO BASE FLOOD ELEVATIONS DETERMINED. THE REMAINDER OF THE PROPERTY IS WITHIN ZONE X (UN-SHADED) DEFINED BY FEMA AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. ALL ZONE DELINEATIONS SHOWN HEREON ARE APPROXIMATE. THIS STATEMENT DOES NOT IMPLY THAT ANY PORTION OF THE SUBJECT TRACT IS TOTALLY FREE OF POTENTIAL FLOOD HAZARD. LOCALIZED FLOODING CAN OCCUR DUE TO NATURAL AND/OR MAN-MADE INFLUENCES. THIS FLOOD STATEMENT SHALL CREATE NO LIABILITY ON THE PART OF KIMLEY-HORN OR THE UNDERSIGNED.

SUBDIVISION PLAT ESTABLISHING

# *MANOR HEIGHTS SOUTH PHASE 1 SECTION 2*

BEING 16.848 ACRES OF LAND SITUATED IN THE A.C. CALDWELL SURVEY NUMBER 52, ABSTRACT NUMBER 154, THE CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 267.942 ACRE TRACT OF LAND CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP INC., AS DESCRIBED IN DOCUMENT NUMBER 2019171724, CORRECTED IN DOCUMENT NUMBER 2019176020, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

SEPTEMBER 2018

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CITY OF MANOR ACKNOWLEDGMENTS

THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF MANOR CORPORATE CITY LIMITS AS OF THIS DATE. 9th DAY OF March, 2021.

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, ON THIS THE DATE. 13th DAY OF May, 2020.

APPROVED: _____
PHILIP TRYON, CHAIRPERSON

ATTEST: _____
LLUVIA ALMARAZ, CITY SECRETARY

ACCEPTED AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, ON THIS THE DATE. 13th DAY OF May, 2020.

APPROVED: _____
DR. LARRY WALLACE, JR., MAYOR

ATTEST: _____
LLUVIA ALMARARZ, CITY SECRETARY

CITY OF MANOR TEXAS

COUNTY OF TRAVIS:
STATE OF TEXAS:
KNOW ALL ME BY THESE PRESENTS:

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DATE. 29 DAY OF March, 2021 AT 1:34 O'CLOCK PM DULY RECORDED ON THE DAY OF 29 DAY OF March, 2021 AT 1:34 O'CLOCK PM IN THE PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER 202100058 OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 29 DAY OF March 2021.

DANA DEBEAUVOIR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

BY: E. Medina
DEPUTY E. MEDINA

TRAVIS COUNTY, TEXAS

GENERAL NOTES:

1. PROPERTY OWNERS OF THE LOTS ON WHICH THE PUBLIC UTILITY EASEMENT OR THE UNDERGROUND STORM WATER DRAINAGE FACILITIES EASEMENT ARE LOCATED AS SHOWN ON THIS PLAT SHALL PROVIDE ACCESS TO THE CITY OF MANOR IN ORDER FOR THE CITY OF MANOR TO INSPECT AND MAINTAIN THE UNDERGROUND FACILITIES LOCATED WITHIN ANY OF SUCH EASEMENTS.
2. A 10' PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET RIGHTS OF WAY.
3. PUBLIC SIDEWALKS BUILT TO CITY OF MANOR STANDARDS, ARE REQUIRED ALONG ALL STREETS WITHIN THIS SUBDIVISION, THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE ADJOINING LOT BEING OCCUPIED, FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY. BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE COVERING BODY OR UTILITY COMPANY.
4. DRIVEWAY AND DRAINAGE CONSTRUCTION STANDARDS SHALL BE IN ACCORDANCE WITH THE REQUIREMENT OF THE CITY OF MANOR STANDARDS UNLESS OTHERWISE SPECIFIED AND APPROVE BY THE CITY OF MANOR.
5. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO THE CITY OF MANOR WATER AND WASTEWATER SYSTEM.
6. NO BUILDINGS SHALL BE CONSTRUCTED OR MAINTAINED WITHIN THE PUBLIC UTILITIES EASEMENTS OR THE UNDERGROUND STORM WATER FACILITIES EASEMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF MANOR. THE CITY OF MANOR IS NOT RESPONSIBLE FOR THE DAMAGE TO OR REPLACING ANY PORTIONS OF ANY FENCING, LANDSCAPING OR OTHER IMPROVEMENTS CONSTRUCTED WITHIN ANY OF SUCH EASEMENTS WHICH WERE NOT APPROVED BY THE CITY OF MANOR BEFORE THEIR CONSTRUCTION DUE TO THE NECESSARY AND CUSTOMARY WORK BY THE CITY OF MANOR IN REPAIRING, MAINTAINING, OR REPLACING THE UNDERGROUND PIPES AND RELATED FACILITIES WITHIN SUCH EASEMENTS.
7. ALL STREETS, DRAINAGE IMPROVEMENTS, SIDEWALKS, WATER AND WASTEWATER LINES, AND EROSION CONTROLS SHALL BE CONSTRUCTED AND INSTALLED TO CITY OF MANOR STANDARDS.
8. EROSION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON INDIVIDUAL LOTS, INCLUDING DETACHED SINGLE FAMILY IN ACCORDANCE WITH SECTION 1.4.0 OF THE CITY OF AUSTIN ENVIRONMENTAL CRITERIA MANUAL.
9. ALL STREETS IN THE SUBDIVISION SHALL BE CONSTRUCTED TO CITY OF MANOR URBAN STREET STANDARDS. ALL STREETS WILL BE CONSTRUCTED WITH CURB AND GUTTER.
10. PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF MANOR.
11. THE SUBDIVISION OWNER/DEVELOPER AS IDENTIFIED ON THIS PLAN IS RESPONSIBLE FOR POSTING FISCAL SURVEY FOR THE CONSTRUCTION OF ALL SIDEWALKS AS SHOWN OR LISTED ON THE PLAN, WHETHER INSTALLED BY THE OWNER/DEVELOPER OR INDIVIDUAL HOMEBUILDERS. IT IS THE RESPONSIBILITY OF THE OWNER/DEVELOPER TO ENSURE ALL SIDEWALKS ARE ADA COMPLIANT UNLESS A WAIVER HAS BEEN GRANTED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION.
12. THE BEARINGS SHOWN HEREON ARE TIED TO THE TEXAS STATE PLANE COORDINATE SYSTEM GRID, CENTRAL ZONE 4203 (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). ALL DISTANCES SHOWN HEREON ARE ON THE SURFACE. THE COMBINED SURFACE TO GRID SCALE FACTOR IS 0.99992097045. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.
13. THE BUILDING SETBACK LINES SHALL COMPLY WITH THE CITY'S ZONING ORDINANCE.
14. THE HOME OWNERS ASSOCIATION, AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HOA") SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL NON-RESIDENTIAL LOTS THAT ARE DEDICATED TO THE HOA.
15. PER CITY OF MANOR ORDINANCE NO. 481, MINIMUM LOT SIZE SHALL BE 6000 Sq.Ft., AND THE MINIMUM LIVING AREA PER RESIDENTIAL UNIT SHALL BE 1500 Sq.Ft.
16. THE PROPERTY IS ZONED SINGLE FAMILY RESIDENTIAL (R-2) WITH CONDITIONS PER CITY OF MANOR ORDINANCE NO. 481.
17. LOT 88, BLOCK A, OPEN SPACE DRAINAGE LOT, LOT 92, BLOCK A, OPEN SPACE, LOT 26, BLOCK B, OPEN SPACE DRAINAGE LOT, AND LOT 11, BLOCK C, OPEN SPACE ARE DEDICATED TO THE HOMEOWNER ASSOCIATION, AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HOA") SHALL BE RESPONSIBLE FOR MAINTENANCE OF THOSE LOTS.

Kimley»Horn

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759
TBPE FIRM REGISTRATION NO. F-928
PH: (512) 418-1771 FAX: (512) 418-1791
CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH: (210) 541-9166 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

OWNER/DEVELOPER:
FORESTAR (USA) REAL ESTATE GROUP, INC.,
A DELAWARE CORPORATION
2221 E. LAMAR BLVD., SUITE 790
ARLINGTON, TEXAS 76006
DALLAS COUNTY
CONTACT: JOHN MABERRY



DWG NAME: \\KIMLEY-HORN.COM\TX_SNA1\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255700-SKY VILLAGE SOUTH\DWG\KIMLEY-HORN-PLAT\MANOR HEIGHTS PHASE 1-SECTION 2\MANOR HEIGHTS-PH1-SEC2-PLAT.DWG PLOTTED BY MOSIER, GREG 2/3/2021 1:53 PM LAST SAVED 2/3/2021 1:53 PM

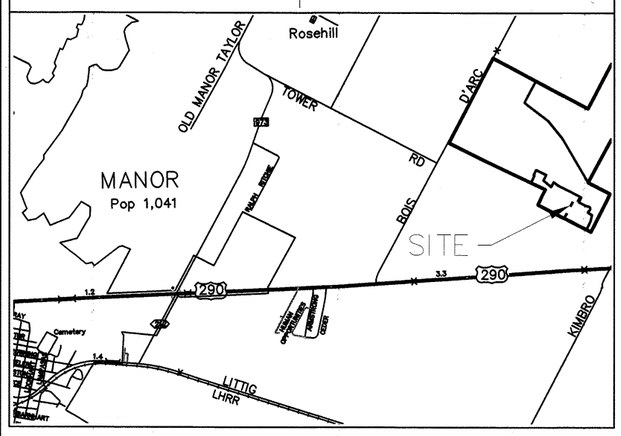
202200023

Item 19.

# AMENDED PLAT OF MANOR HEIGHTS SOUTH PHASE 1 SECTION 2 AMENDING LOTS 76, 91, AND 92, BLOCK A, LOTS 10 & 11, BLOCK C FINAL PLAT CITY OF MANOR, TRAVIS COUNTY, TEXAS

BEING LOT 76 (0.136 ACRES), LOT 91 (0.148 ACRES), LOT 92 (0.394), AND LOT 100 (0.002), BLOCK A, LOT 10 (0.140 ACRES), AND LOT 11 (0.907 ACRES), BLOCK C, IN MANOR HEIGHTS PHASE 1 SECTION 2 SUBDIVISION RECORDED IN DOCUMENT NO. 202100058, SAME BEING A PORTION OF THAT CERTAIN 267.942 ACRE TRACT OF LAND CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP INC., AS DESCRIBED IN DOCUMENT NUMBER 2019171724, CORRECTED IN DOCUMENT NUMBER 2019176020, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS.

**VICINITY MAP** NOT TO SCALE




**LEGEND**

| | |
|---|---|
| O | 1/2" IRON ROD W/ "KHA" CAP SET |
| - - - - - - | SIDEWALK |
| OPRTC | OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY |

| LOT TABLE | | |
|---|---|---|
| LOT NO. | ACRES | SQ. FT. |
| BLOCK A LOT 76 | 0.136 | 5,914 |
| BLOCK A LOT 91 | 0.148 | 6,467 |
| BLOCK A LOT 92-OPEN SPACE | 0.394 | 17,162 |
| BLOCK A LOT 100-OPEN SPACE | 0.002 | 86 |
| BLOCK C LOT 10 | 0.140 | 6,088 |
| BLOCK C LOT 11-OPEN SPACE | 0.907 | 39,528 |

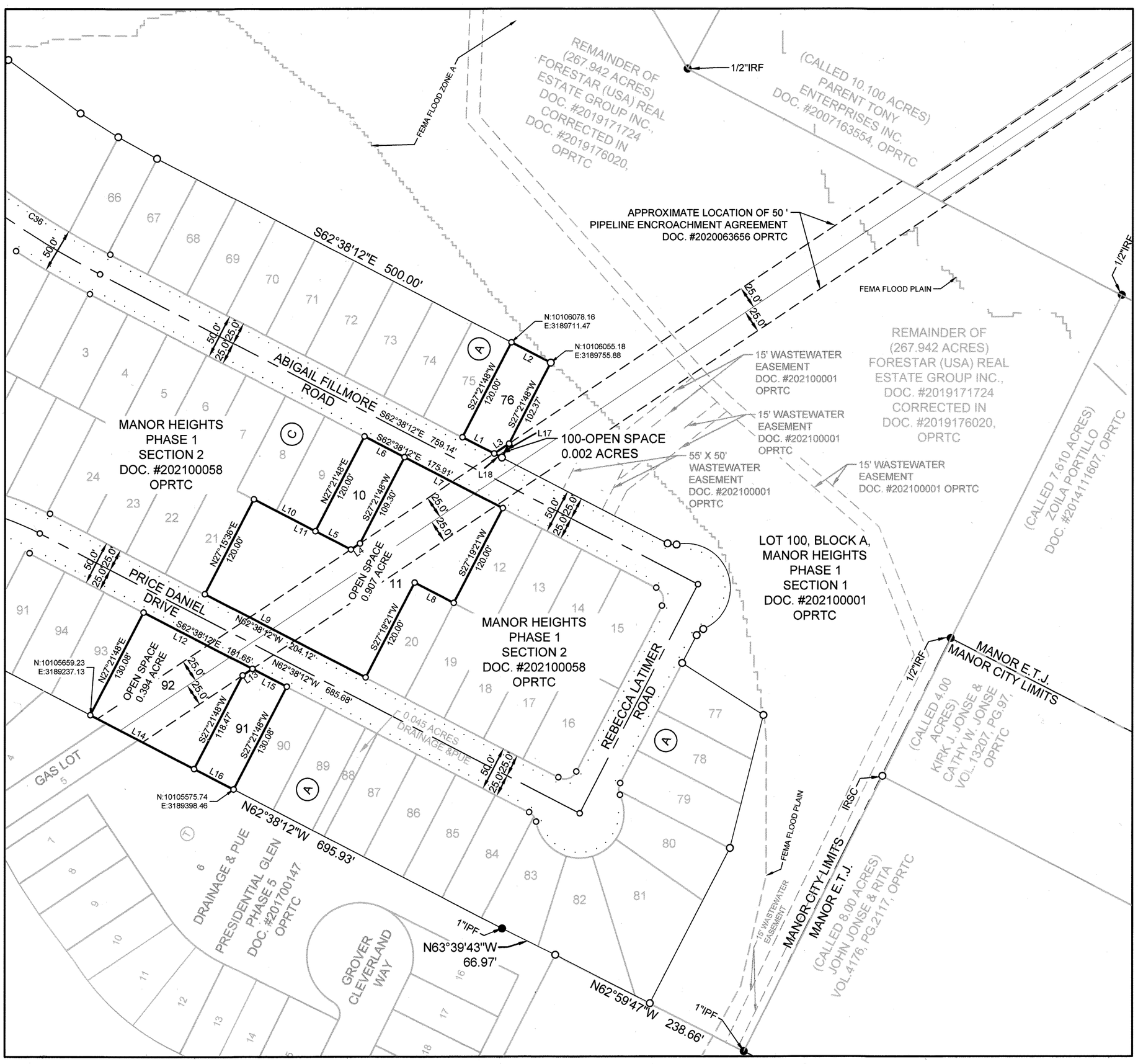
| LINE TABLE | | |
|---|---|---|
| NO. | BEARING | LENGTH |
| L1 | N62°38'12"W | 40.25' |
| L2 | S62°38'12"E | 50.00' |
| L3 | S56°18'26"W | 20.15' |
| L4 | S56°18'26"W | 12.23' |
| L5 | N62°38'12"W | 45.08' |
| L6 | S62°38'12"E | 51.00' |
| L7 | S62°38'12"E | 124.91' |
| L8 | N62°38'12"W | 50.00' |
| L9 | N62°38'12"W | 204.12' |
| L10 | S62°38'12"E | 78.26' |
| L11 | N62°38'12"W | 123.34' |
| L12 | S62°38'12"E | 138.07' |
| L13 | S56°18'26"W | 13.26' |
| L14 | N62°38'12"W | 131.65' |
| L15 | S62°38'12"E | 43.58' |
| L16 | N62°38'12"W | 50.00' |
| L17 | S27°21'48"W | 17.63' |
| L18 | N62°38'12"W | 9.75' |

NORTH

GRAPHIC SCALE IN FEET

100' 0 50' 100' 200'

1" = 100'




**Kimley»Horn**


SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH: (210) 321-3427 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 200
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TBPE FIRM REGISTRATION NO. F-928
PH: (512) 418-1771 FAX: (512) 418-1791
CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

OWNER/DEVELOPER:
FORESTAR (USA) REAL ESTATE GROUP, INC.,
A DELAWARE CORPORATION
10700 PECAN PARK BLVD. STE. 150
AUSTIN, TEXAS 78750
CONTACT: JEFF SCOTT


Sheet No.
1 OF 2


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DWG NAME: K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\AMENDING PLATS MANOR HEIGHTS\DWG\MANOR HEIGHTS AMENDING PLAT PHASE 1 SECTION 2.DWG PLOTTED BY GONZALEZ, DAVID 1/17/2022 5:54 PM LAST SAVED 1/17/2022 5:52 PM

THE STATE OF TEXAS )(
COUNTY OF TRAVIS )(

WHEREAS, FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, THE OWNER OF LOTS 76, 91, 92, AND 100, BLOCK A, LOTS 10 AND 11, BLOCK C, MANOR HEIGHTS PHASE 1 SECTION 2 PLAT OF WHICH RECORDED IN DOCUMENT NUMBER 202100058, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS., BEING LOCATED IN THE A.C. CALDWELL SURVEY NUMBER 52, ABSTRACT NUMBER 154, AND THE CITY OF MANOR TRAVIS COUNTY, TEXAS, AND DO HEREBY AMEND SAID SUBDIVISION PLAT. HAVING BEEN APPROVED FOR SUBDIVISION, PURSUANT TO THE PUBLIC NOTIFICATION AND HEARING PROVISION OF CHAPTER 212 AND 232 OF THE LOCAL GOVERNMENT CODE.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS "AMENDED MANOR HEIGHTS PHASE 1, SECTION 2" LOTS 76, 91, 92, AND 100, BLOCK A, LOTS 10 AND 11, BLOCK C AND WHOSE NAME IS SUBSCRIBED HERETO IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT TO BE KNOW AS "AMENDED MANOR HEIGHTS PHASE 1, SECTION 2" LOTS 76, 91, 92, AND 100, BLOCK A, LOTS 10 AND 11, BLOCK C AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND PUBLIC EASEMENTS THEREON SHOWN FOR THE PURPOSED AND CONSIDERATION THEREIN EXPRESSED: SUBJECT TO ANY EASEMENT OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS DAY 1-20, 2022

BY: _____
FORESTAR (USA) REAL ESTATE GROUP INC.,
A DELAWARE CORPORATION
10700 PECAN PARK BLVD. STE. 150
AUSTIN, TEXAS 78750
Jeff Scott, Authorized Agent

THE STATE OF TEXAS §
COUNTY OF §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JEFF SCOTT KNOWN TO ME TO BE THE PERSON OR AGENT WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 20TH DAY OF JAN, 2022

Dina Allan Kidd
NOTARY PUBLIC
NOTARY REGISTRATION NUMBER 131629861
MY COMMISSION EXPIRES: 7-3-22
COUNTY OF TRAVIS
THE STATE OF TEXAS

DINA ALLAN KIDD NOTARY PUBLIC STATE OF TEXAS ID# 131629861 EXPIRES 7-3-2022

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

I, ALEJANDRO E. GRANADOS RICO, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STAND POINT AND COMPLIES WITH THE ENGINEERING RELATED PORTION OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

THIS SITE IS LOCATED IN THE COTTONWOOD CREEK WATERSHED.

NO PORTION OF THIS SITE LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48453C0485J, EFFECTIVE DATE AUGUST 18, 2014, TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

Alejandro E. Granados Rico 1/18/2022
ALEJANDRO E. GRANADOS RICO, P.E.
REGISTERED PROFESSIONAL ENGINEER No. 130084
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD
AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759

STATE OF TEXAS ALEJANDRO E. GRANADOS RICO 130084 LICENSED PROFESSIONAL ENGINEER

THE STATE OF TEXAS §
COUNTY OF BEXAR §

I, JOHN G. MOSIER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEYING RELATED PORTIONS OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE IS TRUE AND CORRECT, AND WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

John G. Mosier 1-17-22
JOHN G. MOSIER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6330 - STATE OF TEXAS
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
Ph. 210-321-3402
greg.mosier@kimley-horn.com

STATE OF TEXAS REGISTERED JOHN G. MOSIER 6330 PROFESSIONAL LAND SURVEYOR

SURVEYOR'S NOTES:

1. THE BEARINGS SHOWN HEREON ARE TIED TO THE TEXAS STATE PLANE COORDINATE SYSTEM GRID, CENTRAL ZONE 4203 (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS).
2. ALL DISTANCES AND COORDINATES SHOWN HEREON ARE ON THE SURFACE. USE THE COMBINED SURFACE TO GRID SCALE FACTOR OF 0.99992097045 TO CONVERT TO THE GRID. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.
3. ALL PROPERTY CORNERS OF THE LOTS IN THIS SUBDIVISION WILL BE MONUMENTED PRIOR TO LOTS SALES AND AFTER ROAD CONSTRUCTION WITH A 1/2" IRON ROD WITH RED PLASTIC CAP STAMPED "KHA", UNLESS OTHERWISE NOTED.

CITY OF MANOR ACKNOWLEDGMENTS

THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF MANOR CORPORATE CITY LIMITS AS OF THIS DATE.
28th DAY OF January, 2022

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, ON THIS THE 31st DAY OF January, 2022

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

ACCEPTED AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, ON THIS THE 3rd DAY OF January 2022

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

CITY OF MANOR TEXAS

COUNTY OF TRAVIS §
STATE OF TEXAS §

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 31st DAY OF January 2022 AT 12:21 O'CLOCK P M., DULY RECORDED ON THE DAY OF Jan 31, 2022 AT 12:21 O'CLOCK P M. IN THE PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER 202200023 OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 31st DAY OF January, 2022 A.D.

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
BY _____ DEPUTY
A. MACEDO

SEAL OF COUNTY COURT TRAVIS COUNTY, TEXAS

GENERAL NOTES:

1. PROPERTY OWNERS OF THE LOTS ON WHICH THE PUBLIC UTILITY EASEMENT OR THE UNDERGROUND STORM WATER DRAINAGE FACILITIES EASEMENT ARE LOCATED AS SHOWN ON THIS PLAT SHALL PROVIDE ACCESS TO THE CITY OF MANOR IN ORDER FOR THE CITY OF MANOR TO INSPECT AND MAINTAIN THE UNDERGROUND FACILITIES LOCATED WITHIN ANY OF SUCH EASEMENTS.
2. A 10' PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET RIGHTS OF WAY.
3. PUBLIC SIDEWALKS BUILT TO CITY OF MANOR STANDARDS, ARE REQUIRED ALONG ALL STREETS WITHIN THIS SUBDIVISION, THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE ADJOINING LOT BEING OCCUPIED, FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY. BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE COVERING BODY OR UTILITY COMPANY.
4. DRIVEWAY AND DRAINAGE CONSTRUCTION STANDARDS SHALL BE IN ACCORDANCE WITH THE REQUIREMENT OF THE CITY OF MANOR STANDARDS UNLESS OTHERWISE SPECIFIED AND APPROVE BY THE CITY OF MANOR.
5. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO THE CITY OF MANOR WATER AND WASTEWATER SYSTEM.
6. NO BUILDINGS SHALL BE CONSTRUCTED OR MAINTAINED WITHIN THE PUBLIC UTILITIES EASEMENTS OR THE UNDERGROUND STORM WATER FACILITIES EASEMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF MANOR. THE CITY OF MANOR IS NOT RESPONSIBLE FOR THE DAMAGE TO OR REPLACING ANY PORTIONS OF ANY FENCING, LANDSCAPING OR OTHER IMPROVEMENTS CONSTRUCTED WITHIN ANY OF SUCH EASEMENTS WHICH WERE NOT APPROVED BY THE CITY OF MANOR BEFORE THEIR CONSTRUCTION DUE TO THE NECESSARY AND CUSTOMARY WORK BY THE CITY OF MANOR IN REPAIRING, MAINTAINING, OR REPLACING THE UNDERGROUND PIPES AND RELATED FACILITIES WITHIN SUCH EASEMENTS.
7. ALL STREETS, DRAINAGE IMPROVEMENTS, SIDEWALKS, WATER AND WASTEWATER LINES, AND EROSION CONTROLS SHALL BE CONSTRUCTED AND INSTALLED TO CITY OF MANOR STANDARDS.
8. EROSION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON INDIVIDUAL LOTS, INCLUDING DETACHED SINGLE FAMILY IN ACCORDANCE WITH SECTION 1.4.0 OF THE CITY OF AUSTIN ENVIRONMENTAL CRITERIA MANUAL.
9. ALL STREETS IN THE SUBDIVISION SHALL BE CONSTRUCTED TO CITY OF MANOR URBAN STREET STANDARDS. ALL STREETS WILL BE CONSTRUCTED WITH CURB AND GUTTER.
10. PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF MANOR.
11. THE SUBDIVISION OWNER/DEVELOPER AS IDENTIFIED ON THIS PLAN IS RESPONSIBLE FOR POSTING FISCAL SURVEY FOR THE CONSTRUCTION OF ALL SIDEWALKS AS SHOWN OR LISTED ON THE PLAN, WHETHER INSTALLED BY THE OWNER/DEVELOPER OR INDIVIDUAL HOMEBUILDERS. IT IS THE RESPONSIBILITY OF THE OWNER/DEVELOPER TO ENSURE ALL SIDEWALKS ARE ADA COMPLIANT UNLESS A WAIVER HAS BEEN GRANTED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION.
12. THE BEARINGS SHOWN HEREON ARE TIED TO THE TEXAS STATE PLANE COORDINATE SYSTEM GRID, CENTRAL ZONE 4203 (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). ALL DISTANCES SHOWN HEREON ARE ON THE SURFACE. THE COMBINED SURFACE TO GRID SCALE FACTOR IS 0.99992097045. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.
13. THE BUILDING SETBACK LINES SHALL COMPLY WITH THE CITY'S ZONING ORDINANCE.
14. THE HOME OWNERS ASSOCIATION, AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HOA") SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL NON-RESIDENTIAL LOTS THAT ARE DEDICATED TO THE HOA.
15. PER CITY OF MANOR ORDINANCE NO. 481, MINIMUM LOT SIZE SHALL BE 6000 Sq.Ft., AND THE MINIMUM LIVING AREA PER RESIDENTIAL UNIT SHALL BE 1500 Sq.Ft.
16. THE PROPERTY IS ZONED SINGLE FAMILY RESIDENTIAL (R-2) WITH CONDITIONS PER CITY OF MANOR ORDINANCE NO. 481.
17. LOT 92, BLOCK A, OPEN SPACE, AND LOT 11, BLOCK C, OPEN SPACE ARE DEDICATED TO THE HOMEOWNER ASSOCIATION, AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HOA") SHALL BE RESPONSIBLE FOR MAINTENANCE OF THOSE LOTS.
18. THIS SUBDIVISION IS SUBJECT TO ALL GENERAL NOTES AND RESTRICTIONS APPEARING ON THE PLAT OF MANOR HEIGHTS SOUTH PHASE 1 SECTION 2, LOT(S) 76, 91, & 92 BLOCK A, LOT(S) 10 & 11 BLOCK C, RECORDED IN DOCUMENT NO. 202100058, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS.

# AMENDED PLAT OF
# MANOR HEIGHTS SOUTH PHASE 1 SECTION 2
# AMENDING LOTS 76, 91, AND 92, BLOCK A, LOTS 10 & 11, BLOCK C FINAL PLAT
# CITY OF MANOR, TRAVIS COUNTY, TEXAS

BEING LOT 76 (0.136 ACRES), LOT 91 (0.148 ACRES), LOT 92 (0.394), AND LOT 100 (0.002), BLOCK A, LOT 10 (0.140 ACRES), AND LOT 11 (0.907 ACRES), BLOCK C, IN MANOR HEIGHTS PHASE 1 SECTION 2 SUBDIVISION RECORDED IN DOCUMENT NO. 202100058, SAME BEING A PORTION OF THAT CERTAIN 267.942 ACRE TRACT OF LAND CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP INC., AS DESCRIBED IN DOCUMENT NUMBER 2019171724, CORRECTED IN DOCUMENT NUMBER 2019176020, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS.

Kimley»Horn

SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
601 NW LOOP 410, SUITE 350
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PH: (210) 321-3427 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 200
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TBPE FIRM REGISTRATION NO. F-928
PH: (512) 418-1771 FAX: (512) 418-1791
CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

OWNER/DEVELOPER:
FORESTAR (USA) REAL ESTATE GROUP, INC.,
A DELAWARE CORPORATION
10700 PECAN PARK BLVD. STE. 150
AUSTIN, TEXAS 78750
CONTACT: JEFF SCOTT

Sheet No.
2 OF 2

DWG NAME: K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\AMENDING PLATS MANOR HEIGHTS\DWG\MANOR HEIGHTS AMENDING PLAT PHASE 1 SECTION 2.DWG PLOTTED BY GONZALEZ, DAVID 1/17/2022 5:54 PM LAST SAVED 1/17/2022 5:52 PM

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JANUARY 5, 2021 $158.00 202100001

Item 19.

# MANOR HEIGHTS SOUTH PHASE 1 SECTION 1

SUBDIVISION PLAT ESTABLISHING

BEING 110.524 ACRES OF LAND LOCATED IN THE A.C. CALDWELL SURVEY NUMBER 52, ABSTRACT NUMBER 154, AND THE CITY OF MANOR TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 267.942 ACRE TRACT OF LAND CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP INC., AS DESCRIBED IN DOCUMENT NUMBER 2019171724, CORRECTED IN DOCUMENT NUMBER 2019176020, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

DECEMBER 10, 2020

Kimley»Horn


CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759
TBPE FIRM REGISTRATION NO. F-928
PH: (512) 418-1771 FAX: (512) 418-1791
CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

SURVEYOR:
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601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH: (210) 541-9166 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

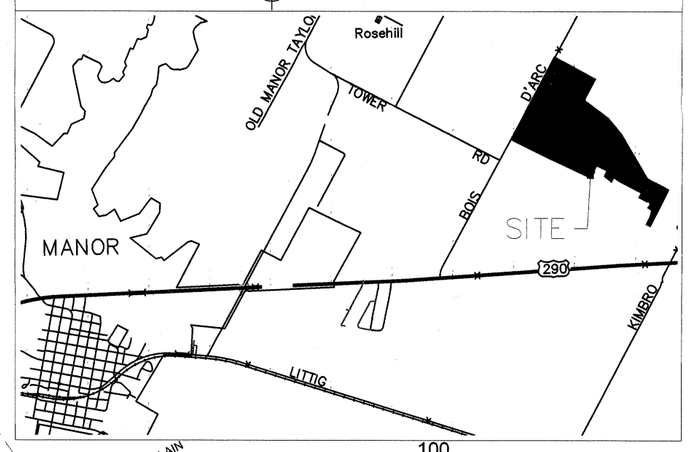
OWNER/DEVELOPER:
FORESTAR (USA) REAL ESTATE GROUP INC.,
A DELAWARE CORPORATION
2221 E. LAMAR BLVD., SUITE 790
ARLINGTON, TEXAS 76006
DALLAS COUNTY
CONTACT: JOHN MABERRY


## LEGEND

| | | |
|---|---|---|
| IRF | ● | IRON ROD FOUND |
| IRSC | ○ | 1/2" IRON ROD W/ "KHA" CAP SET |
| IRP | ● | IRON PIPE FOUND |
| 60D | ● | 60D NAIL FOUND |
| OPRTC | | OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY |
| TCPR | | TRAVIS COUNTY PLAT RECORDS |
| RPRTC | | REAL PROPERTY RECORDS TRAVIS COUNTY |
| DRTC | | DEED RECORDS TRAVIS COUNTY |
| P.O.B. | | POINT OF BEGINNING |
| T.B.M. | | BENCH MARK |
| P.U.E. | | PUBLIC UTILITY EASEMENT |
| BL | | BUILDING SET BACK LINE |
| W.L.E. | | WATER LINE EASEMENT |
| W.W.E. | | WASTEWATER EASEMENT |
| | | SIDEWALK |
| A, B, C, D | | BUILDING SETBACK BY LOT TYPE (SEE DETAIL) |
| P.O.C. | | POINT OF CURVE |
| P.R.C. | | POINT OF REVERSE CURVE |
| P.C.C. | | POINT OF COMPOUND CURVE |
| P.O.T. | | POINT OF TANGENT |
| | | PHASE AND MATCH LINE |

## VICINITY MAP

SCALE 1"=2000'




OWNER: TUAN V. NGUYEN & NHIEU T. & QUYN
DOC. #2003234510 OPRTC
(CALLED 13.502 ACRES)

X= 3187784.04
Y= 10109156.95
1/2" IRF

PRESIDENTIAL HEIGHTS PHASE 1
DOC.201600302 OPRTC

S62°00'08"E 1087.10' CITY OF MANOR E.T.J.

MANOR CITY LIMITS

LEMUEL KIMBRO SURVEY, ABSTRACT NO. 456

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

S27°59'52"W 546.56'

REMAINDER OF (267.942 ACRES) FORESTAR (USA) REAL ESTATE INC., DOC. #2019171724 CORRECTED IN DOC. #2019176020

S52°43'04"E 667.78'

1.223 ACRE RIGHT OF WAY DEDICATION

10.00'
25.00'

PROPOSED 15' ROW DEDICATION

INTEGRITY BLVD

FEMA FLOOD PLAIN

S50°42'17"W 74.92'
159.74'
15.11'
N21°02'58"E 156.39'
S21°02'58"W
S33°27'42"W 160.95'
S11°43'31"W 214.49'
15' WASTEWATER EASEMENT
N87°00'54"W 53.72'
S71°48'55"W 31.26'
S87°12'54"W 64.42'
56.47'
7.95'
N9°28'17"E 503.99'
S9°28'17"W 496.01'
S60°39'55"W 66.34'
S5°41'30"W 96.93'
S32°02'51"W 105.86'
S26°36'17"E 119.22'
S55°01'24"E 116.11'
15' WASTEWATER EASEMENT
S36°01'23"E 77.52'
S37°09'54"E 269.75'
N37°09'54"W 261.06'
S24°27'19"E 129.43'
N83°14'51"E 121.99'
N83°14'51"E 89.44'
S83°14'51"W 122.59'
S44°44'08"E 93.98'
1.08'
S6°27'16"E 382.49'
N6°27'16"W 380.48'
N46°39'11"E 139.33'
S46°39'11"W 103.33'
124.72'
S67°50'24"W 134.11'
N0°01'52"E 115.33'
S28°45'27"W 20.00'
N62°30'57"W 125.88'
68.81'
40.93'
37.02'
124.58'
N76°48'45"W 18.68'
135.09'
110.36'
59.85'
46.67'
R=60'
127.16'
N62°30'57"W
58.55'
5.41'
181.82'
N62°30'57"W
76.66'
S76°46'37"W
123.70'
N62°30'57"W
9.83'
S64°22'59"E 119.44'
N64°22'59"W 664.80'
N81°26'59"
52.19'
S63°31'59"E 299.64'
S64°46'36"E 604.41'
CAROLINE HARRISON STREET
(50' R.O.W.)
S63°31'59"E 893.21'
S64°46'36"E 651.93'
ANN RICHARDS AVENUE
(50' R.O.W.)
N63°31'59"W 572.83'
ABIGAIL FILLMORE ROAD
(50' R.O.W.)
N64°46'36"W 655.58'
N63°33'33"W 909.33'
N64°44'31"W
S26°34'25"W 97.69'
N26°34'25"E 97.95'
N62°30'57"W 115.11'
N62°30'57"W 413.10'
N27°29'03"W 949.04'
N27°29'03"W 483.18'
N27°29'03"W 281.01'
N27°29'03"W 134.02'
N27°29'03"E 2033.50'
S27°26'45"W 165.00'
S27°29'03"E 200.00'
N27°29'03"E 185.20'
S27°29'03"W 266.06'
N28°43'49"E 100.08'
S25°57'09"W 50.02'
S16°57'46"W 50.86'
S15°31'06"W 51.11'
N19°14'08"E 50.52'
N56°14'28"E 25.85'
N73°58'17"E 117.31'
S62°12'07"W 150.70'
S32°02'51"W 105.86'
N15°40'53"W 61.88'
N37°26'28"E 107.08'
S62°30'57"E 413.10'
S63°31'59"E 82.92'
S63°31'59"E 88.37'
S63°31'59"E 14.89'
S63°31'59"E 125.00'
S63°31'59"E 139.89'
S63°31'59"E 139.89'
S63°31'59"E 139.71'
S63°31'59"E 114.90'
S63°31'59"E 213.39'
S63°31'59"E 60.49'
S63°31'59"E 66.78'
S62°30'57"E 119.97'
S62°30'57"E 121.00'
S62°30'57"E 121.00'
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S62°30'57"E 120.00'
S62°30'57"E 120.00'
N62°30'57"W 77.25'
N62°30'57"W 120.00'
N62°30'57"W 120.00'
N62°30'57"W 120.00

SUBDIVISION PLAT ESTABLISHING

# MANOR HEIGHTS SOUTH PHASE 1 SECTION 1

BEING 110.524 ACRES OF LAND LOCATED IN THE A.C. CALDWELL SURVEY NUMBER 52, ABSTRACT NUMBER 154, AND THE CITY OF MANOR TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 267.942 ACRE TRACT OF LAND CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP INC., AS DESCRIBED IN DOCUMENT NUMBER 2019171724, CORRECTED IN DOCUMENT NUMBER 2019176020, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

DECEMBER 10, 2020

Kimley»Horn


CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759
TBPE FIRM REGISTRATION NO. F-928
PH: (512) 418-1771 FAX: (512) 418-1791
CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH: (210) 541-9166 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

OWNER/DEVELOPER:
FORESTAR (USA) REAL ESTATE GROUP INC.,
A DELAWARE CORPORATION
2221 E. LAMAR BLVD., SUITE 790
ARLINGTON, TEXAS 76006
DALLAS COUNTY
CONTACT: JOHN MABERRY


NORTH

GRAPHIC SCALE IN FEET
0 50' 100' 200'

FEMA FLOOD PLAIN

S52°43'04"E 667.78'

L21

32.66'

S39°17'57"E 485.70'

REMAINDER OF (267.942 ACRES) FORESTAR (USA) REAL ESTATE INC., DOC. #2019171724 CORRECTED IN DOC. #2019176020

S30°19'16"E 510.77'

MATCH LINE "A" SHEET 1 OF 5

SHEET 2 OF 5

15' WATER LINE EASEMENT

N42°55'57"E 655.44'

N42°55'57"E 656.29'

100 (A) OPEN SPACE DRAINAGE LOT 58.170 ACRES

S60°05'37"E 1800.72'

N60°05'37"W 963.42'

15' WASTEWATER EASEMENT

S60°05'37"E 126.85'

N74°34'39"E 300.99'

S74°34'39"W 315.62'

N81°26'59"W 52.19'

S64°46'36"E 129.77'

S42°55'57"W 117.86'

L23

L24

L25

N64°46'36"W 90.00'

X= 3188655.73
Y= 10107239.18

S25°13'24"W 55.7'

S64°58'30"E 110.25'

S26°02'04"W 50.0'

S64°58'30"E 134.29'

N76°36'27"W 51.05'

N81°20'05"W 52.11'

N64°58'30"W 50.00'

N64°58'30"W 85.50'

S64°58'30"E 119.83'

S64°58'30"E 120.00'

S72°39'11"W 20.00'

S64°58'30"E 120.00'

ALLAN SHIVERS STREET L31 (50' R.O.W.)

ANN RICHARDS AVENUE (50' R.O.W.)

CHARLES E. HUGHES STREET L32 (50' R.O.W.)

ABIGAIL FILLMORE ROAD (50' R.O.W.)

655.58' N64°46'36"W 655.58'

N64°58'30"W 457.03'

S64°58'30"E 134.28'

S64°58'30"E 120.00'

S25°01'30"W 35.00'

N64°58'30"W 250.00'

S64°58'30"E 120.00'

S25°01'30"W 125.00'

N25°01'30"E 141.59'

S64°58'30"E 120.00'

163.94'

X= 3188637.47
Y= 10106380.57

N64°44'31"W 669.79'

N64°58'30"W 458.82'

60D NAIL FOUND

1/2" IRF

MATCH LINE "B" SHEET 2 OF 5 SHEET 3 OF 5

REMAINDER OF (267.942 ACRES) FORESTAR (USA) REAL ESTATE INC., DOC. #2019171724 CORRECTED IN DOC. #2019176020

PORTION OF (267.942 ACRES) FORESTAR (USA) REAL ESTATE INC., DOC. #2019171724 CORRECTED IN DOC. #2019176020

OPEN SPACE DRAINAGE LOT 58.170 ACRES

N58°03'09"W 50.16'

N53°36'07"W 101.26'

N60°59'29"W 50.02'

N49°34'19"W 114.38'

S27°21'48"W 120.00'

IRSC

FEMA FLOOD PLAIN

DRAINAGE, PUE, & OPEN SPACE

DRAINAGE & PUE

ANDREW JACKSON STREET

PRESIDENTIAL GLEN PHASE 7 DOC. #201800177 OPRTC

MILLARD FILLMORE STREET

ANDREW JOHNSON DRIVE

WOODROW WILSON STREET

PRESIDENTIAL GLEN PHASE 4B DOC. #201600213 OPRTC

## LEGEND

| | | |
|---|---|---|
| IRF | ● | IRON ROD FOUND |
| IRSC | ○ | 1/2" IRON ROD W/ "KHA" CAP SET |
| IRP | ● | IRON PIPE FOUND |
| 60D | ● | 60D NAIL FOUND |
| OPRTC | | OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY |
| TCPR | | TRAVIS COUNTY PLAT RECORDS |
| RPRTC | | REAL PROPERTY RECORDS TRAVIS COUNTY |
| DRTC | | DEED RECORDS TRAVIS COUNTY |
| P.O.B. | | POINT OF BEGINNING |
| T.B.M. | | BENCH MARK |
| P.U.E. | | PUBLIC UTILITY EASEMENT |
| BL | | BUILDING SET BACK LINE |
| W.L.E. | | WATER LINE EASEMENT |
| W.W.E. | | WASTEWATER EASEMENT |
| | | SIDEWALK |
| A, B, C, D | | BUILDING SETBACK BY LOT TYPE (SEE DETAIL) |
| P.O.C. | | POINT OF CURVE |
| P.R.C. | | POINT OF REVERSE CURVE |
| P.C.C. | | POINT OF COMPOUND CURVE |
| P.O.T. | | POINT OF TANGENT |
| | | PHASE AND MATCH LINE |

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Sheet No.
2 OF 5

DWG NAME: K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255700-SKY VILLAGE SOUTH\DWG\KIMLEY-HORN-PLAT\MANOR HEIGHTS PHASE 1-SECTION 1\MANOR HEIGHTS-PH1-SEC1-PLAT.DWG PLOTTED BY GONZALEZ, DAVID 12/10/2020 5:17 PM LAST SAVED 12/10/2020 5:16 PM

SUBDIVISION PLAT ESTABLISHING

# MANOR HEIGHTS SOUTH PHASE 1 SECTION 1

BEING 110.524 ACRES OF LAND LOCATED IN THE A.C. CALDWELL SURVEY NUMBER 52, ABSTRACT NUMBER 154, AND THE CITY OF MANOR TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 267.942 ACRE TRACT OF LAND CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP INC., AS DESCRIBED IN DOCUMENT NUMBER 2019171724, CORRECTED IN DOCUMENT NUMBER 2019176020, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

DECEMBER 10, 2020

Kimley»Horn

MANOR HEIGHTS SOUTH PHASE 1 SECTION 1
GENERAL INFORMATION:

| | |
|---|---|
| TOTAL ACREAGE | 110.524 ACRES |
| LINEAR FOOT OF 50' ROW | 6360' |
| LINEAR FOOT OF 64' ROW | 154' |
| NUMBER OF SINGLE FAMILY LOTS | 186 |
| NUMBER OF FUTURE RESIDENTIAL LOTS | 1 |
| ACREAGE OF RESIDENTIAL LOTS | 28.456 ACRES |
| ACREAGE OF FUTURE RESIDENTIAL LOTS | 5.192 ACRES |
| NUMBER OF NON-RESIDENTIAL LOTS | 4 |
| ACREAGE OF NON-RESIDENTIAL LOTS | 69.205 ACRES |
| TOTAL NUMBER OF LOTS | 191 |

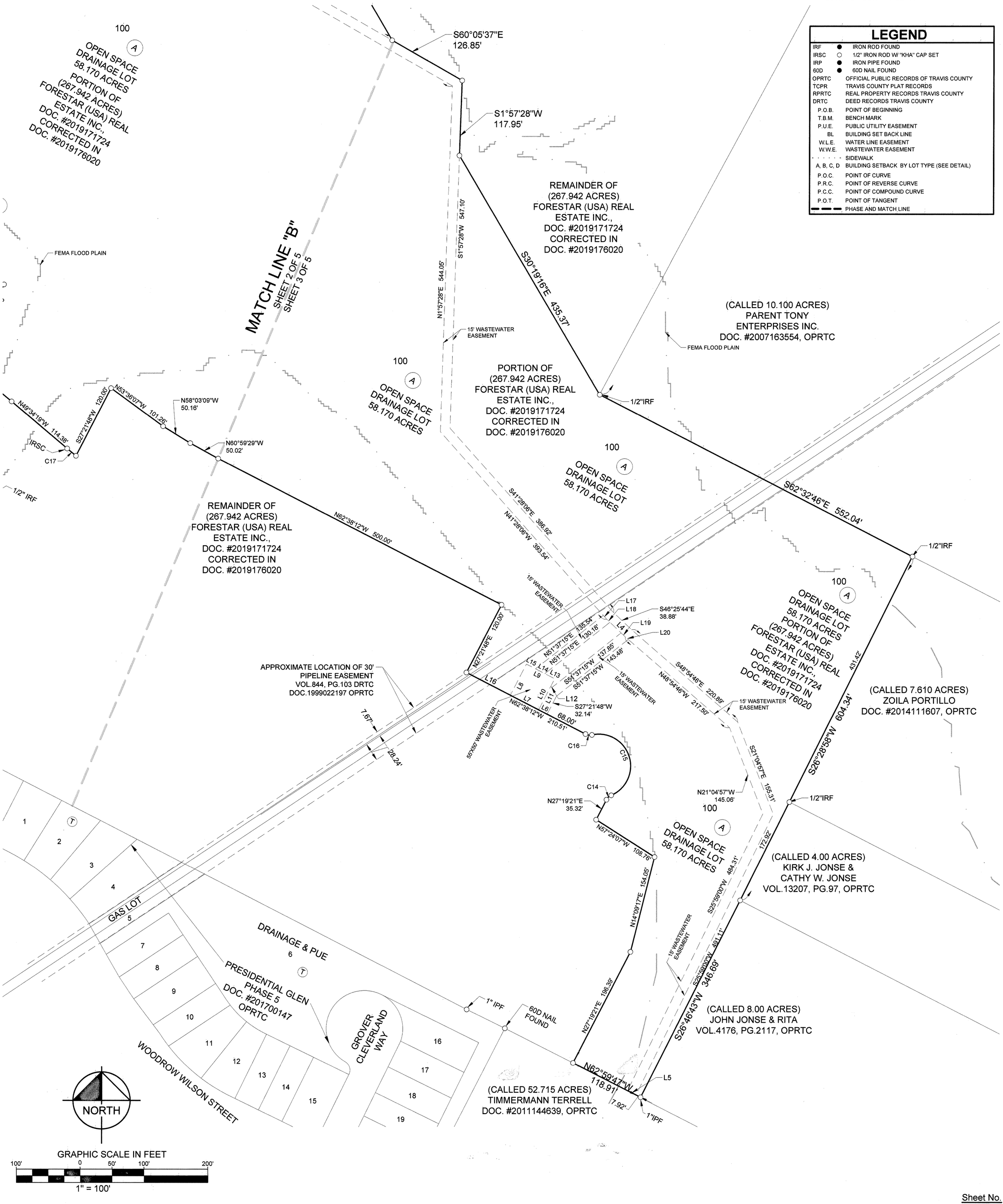
CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759
TBPE FIRM REGISTRATION NO. F-928
PH: (512) 418-1771 FAX: (512) 418-1791
CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH: (210) 541-9166 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

OWNER/DEVELOPER:
FORESTAR (USA) REAL ESTATE GROUP INC.,
A DELAWARE CORPORATION
2221 E. LAMAR BLVD., SUITE 790
ARLINGTON, TEXAS 76006
DALLAS COUNTY
CONTACT: JOHN MABERRY

## LEGEND

| | | |
|---|---|---|
| IRF | ● | IRON ROD FOUND |
| IRSC | ○ | 1/2" IRON ROD W/ "KHA" CAP SET |
| IRP | ● | IRON PIPE FOUND |
| 60D | ● | 60D NAIL FOUND |
| OPRTC | | OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY |
| TCPR | | TRAVIS COUNTY PLAT RECORDS |
| RPRTC | | REAL PROPERTY RECORDS TRAVIS COUNTY |
| DRTC | | DEED RECORDS TRAVIS COUNTY |
| P.O.B. | | POINT OF BEGINNING |
| T.B.M. | | BENCH MARK |
| P.U.E. | | PUBLIC UTILITY EASEMENT |
| BL | | BUILDING SET BACK LINE |
| W.L.E. | | WATER LINE EASEMENT |
| W.W.E. | | WASTEWATER EASEMENT |
| - - - - - - | | SIDEWALK |
| A, B, C, D | | BUILDING SETBACK BY LOT TYPE (SEE DETAIL) |
| P.O.C. | | POINT OF CURVE |
| P.R.C. | | POINT OF REVERSE CURVE |
| P.C.C. | | POINT OF COMPOUND CURVE |
| P.O.T. | | POINT OF TANGENT |
| ▬ ▬ ▬ | | PHASE AND MATCH LINE |




Sheet No.
3 OF 5

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DWG NAME: K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255700-SKY VILLAGE SOUTH\DWG\KIMLEY-HORN-PLAT\MANOR HEIGHTS PHASE 1-SECTION 1\MANOR HEIGHTS-PH1-SEC1-PLAT.DWG PLOTTED BY GONZALEZ, DAVID 12/10/2020 5:17 PM LAST SAVED 12/10/2020 5:16 PM

JANUARY 5, 2021

202100001

Item 19.

THE STATE OF TEXAS )(

COUNTY OF TRAVIS )(

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, THE OWNER OF 110.524 ACRE TRACT LOCATED IN THE A.C. CALDWELL SURVEY NUMBER 52, ABSTRACT NUMBER 154, AND THE CITY OF MANOR TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 267.942 ACRE TRACT OF LAND CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP INC., AS DESCRIBED IN DOCUMENT NUMBER 2019171724, CORRECTED IN DOCUMENT NUMBER 2019176020, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS., AND DO HEREBY SUBDIVIDE SAID, HAVING BEEN APPROVED FOR SUBDIVISION, PURSUANT TO THE PUBLIC NOTIFICATION AND HEARING PROVISION OF CHAPTER 212 AND 232 OF THE LOCAL GOVERNMENT CODE.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS "MANOR HEIGHTS SOUTH PHASE 1, SECTION 1" OF THE CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY SUBDIVIDES SAID 110.524 ACRES OF LAND OF SAID IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT TO BE KNOW AS "MANOR HEIGHTS SOUTH PHASE 1, SECTION 1" AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND PUBLIC EASEMENTS THEREON SHOWN FOR THE PURPOSED AND CONSIDERATION THEREIN EXPRESSED: SUBJECT TO ANY EASEMENT OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS DAY December 14, 2020.

BY: _____

FORESTAR (USA) REAL ESTATE GROUP INC.,
A DELAWARE CORPORATION

_____

2221 E. LAMAR BLVD., SUITE 790
ARLINGTON, TEXAS 76006

THE STATE OF TEXAS )(
COUNTY OF WILLIAMSON )(

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JEFF SCOTT KNOWN TO ME TO BE THE PERSON OR AGENT WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 14 DAY OF DECEMBER, 2020

_____
NOTARY PUBLIC
NOTARY REGISTRATION NUMBER 131651657
MY COMMISSION EXPIRES: 07-18-2022
COUNTY OF TEXAS
THE STATE OF WILLIAMSON

THERESE TRAN
Notary Public, State of Texas
Comm. Expires 07-18-2022
Notary ID 131651657

THE STATE OF TEXAS )(
COUNTY OF TRAVIS )(

I, ALEJANDRO E. GRANADOS RICO, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STAND POINT AND COMPLIES WITH THE ENGINEERING RELATED PORTION OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

THIS SITE IS LOCATED IN THE COTTONWOOD CREEK WATERSHED.

A PORTION OF THIS SITE LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48453C0485J, EFFECTIVE DATE AUGUST 18, 2014, TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

_____ 12/12/2020
ALEJANDRO E. GRANADOS RICO, P.E.
REGISTERED PROFESSIONAL ENGINEER No. 130084
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD
AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759

STATE OF TEXAS
ALEJANDRO E. GRANADOS RICO
130084
LICENSED
PROFESSIONAL ENGINEER

I, JOHN G. MOSIER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEYING RELATED PORTIONS OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE IS TRUE AND CORRECT, AND WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

John G. Mosier 12-11-20
JOHN G. MOSIER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6330 – STATE OF TEXAS
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH. 210-321-3402
GREG.MOSIER@KIMLEY-HORN.COM

STATE OF TEXAS
REGISTERED
JOHN G. MOSIER
6330
PROFESSIONAL
LAND SURVEYOR

SURVEYOR'S NOTES:

1. THE BEARINGS SHOWN HEREON ARE TIED TO THE TEXAS STATE PLANE COORDINATE SYSTEM GRID, CENTRAL ZONE 4203 (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS).
2. ALL DISTANCES AND COORDINATES SHOWN HEREON ARE ON THE SURFACE. USE THE COMBINED SURFACE TO GRID SCALE FACTOR OF 0.99992097045 TO CONVERT TO THE GRID. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.
3. ALL PROPERTY CORNERS OF THE LOTS IN THIS SUBDIVISION WILL BE MONUMENTED PRIOR TO LOTS SALES AND AFTER ROAD CONSTRUCTION WITH A 1/2" IRON ROD WITH RED PLASTIC CAP STAMPED "KHA", UNLESS OTHERWISE NOTED.

SUBDIVISION PLAT ESTABLISHING

# MANOR HEIGHTS SOUTH PHASE 1 SECTION 1

BEING 110.524 ACRES OF LAND LOCATED IN THE A.C. CALDWELL SURVEY NUMBER 52, ABSTRACT NUMBER 154, AND THE CITY OF MANOR TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 267.942 ACRE TRACT OF LAND CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP INC., AS DESCRIBED IN DOCUMENT NUMBER 2019171724, CORRECTED IN DOCUMENT NUMBER 2019176020, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

DECEMBER 10, 2020

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Kimley»Horn

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
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OWNER/DEVELOPER:
FORESTAR (USA) REAL ESTATE GROUP INC.,
A DELAWARE CORPORATION
2221 E. LAMAR BLVD., SUITE 790
ARLINGTON, TEXAS 76006
DALLAS COUNTY
CONTACT: [redacted] JEFF SCOTT

CITY OF MANOR ACKNOWLEDGMENTS

THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF MANOR CORPORATE CITY LIMITS AS OF THIS DATE. 31ST DAY OF December, 2020.

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, ON THIS THE DATE. 12TH DAY OF November, 2020

APPROVED: _____
PHILIP TRYON, CHAIRPERSON

ATTEST: _____
LLUVIA ALMARAZ, CITY SECRETARY

ACCEPTED AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, ON THIS THE DATE. 12TH DAY OF November, 2020.

APPROVED: _____
DR. LARRY WALLACE, JR., MAYOR

ATTEST: _____
LLUVIA ALMARAZ, CITY SECRETARY

CITY OF MANOR TEXAS

COUNTY OF TRAVIS:
STATE OF TEXAS:
KNOW ALL ME BY THESE PRESENTS:

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DATE. 5TH DAY OF January, 2021 AT 8:10 O'CLOCK A.M., DULY RECORDED ON THE DAY OF 5TH DAY OF January, 2021, AT 8:10 O'CLOCK A.M. IN THE PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER 202100001, OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 5TH DAY OF January 2021

DANA DEBEAUVOIR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

BY: K Reyna
DEPUTY K. REYNA

SEAL OF COUNTY COURT * STATE OF TEXAS * TRAVIS COUNTY

GENERAL NOTES:

1. PROPERTY OWNERS OF THE LOTS ON WHICH THE PUBLIC UTILITY EASEMENT OR THE UNDERGROUND STORM WATER DRAINAGE FACILITIES EASEMENT ARE LOCATED AS SHOWN ON THIS PLAT SHALL PROVIDE ACCESS TO THE CITY OF MANOR IN ORDER FOR THE CITY OF MANOR TO INSPECT AND MAINTAIN THE UNDERGROUND FACILITIES LOCATED WITHIN ANY OF SUCH EASEMENTS.
2. A 10' PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET RIGHTS OF WAY.
3. PUBLIC SIDEWALKS BUILT TO CITY OF MANOR STANDARDS, ARE REQUIRED ALONG ALL STREETS WITHIN THIS SUBDIVISION, THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE ADJOINING LOT BEING OCCUPIED, FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY. BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE COVERING BODY OR UTILITY COMPANY.
4. DRIVEWAY AND DRAINAGE CONSTRUCTION STANDARDS SHALL BE IN ACCORDANCE WITH THE REQUIREMENT OF THE CITY OF MANOR STANDARDS UNLESS OTHERWISE SPECIFIED AND APPROVED BY THE CITY OF MANOR.
5. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO THE CITY OF MANOR WATER AND WASTEWATER SYSTEM.
6. NO BUILDINGS SHALL BE CONSTRUCTED OR MAINTAINED WITHIN THE PUBLIC UTILITIES EASEMENTS OR THE UNDERGROUND STORM WATER FACILITIES EASEMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF MANOR. THE CITY OF MANOR IS NOT RESPONSIBLE FOR THE DAMAGE TO OR REPLACEMENT OF ANY PORTIONS OF ANY FENCING, LANDSCAPING OR OTHER IMPROVEMENTS CONSTRUCTED WITHIN ANY OF SUCH EASEMENTS WHICH WERE NOT APPROVED BY THE CITY OF MANOR BEFORE THEIR CONSTRUCTION DUE TO THE NECESSARY AND CUSTOMARY WORK BY THE CITY OF MANOR IN REPAIRING, MAINTAINING, OR REPLACING THE UNDERGROUND PIPES AND RELATED FACILITIES WITHIN SUCH EASEMENTS.
7. ALL STREETS, DRAINAGE IMPROVEMENTS, SIDEWALKS, WATER AND WASTEWATER LINES, AND EROSION CONTROLS SHALL BE CONSTRUCTED AND INSTALLED TO CITY OF MANOR STANDARDS.
8. EROSION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON INDIVIDUAL LOTS, INCLUDING DETACHED SINGLE FAMILY IN ACCORDANCE WITH SECTION 1.4.0 OF THE CITY OF AUSTIN ENVIRONMENTAL CRITERIA MANUAL.
9. ALL STREETS IN THE SUBDIVISION SHALL BE CONSTRUCTED TO CITY OF MANOR URBAN STREET STANDARDS. ALL STREETS WILL BE CONSTRUCTED WITH CURB AND GUTTER.
10. PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF MANOR.
11. THE SUBDIVISION OWNER/DEVELOPER AS IDENTIFIED ON THIS PLAT IS RESPONSIBLE FOR POSTING FISCAL SURETY FOR THE CONSTRUCTION OF ALL SIDEWALKS AS SHOWN OR LISTED ON THE PLAT, WHETHER INSTALLED BY THE OWNER/DEVELOPER OR INDIVIDUAL HOMEBUILDERS. IT IS THE RESPONSIBILITY OF THE OWNER/DEVELOPER TO ENSURE ALL SIDEWALKS ARE ADA COMPLIANT UNLESS A WAIVER HAS BEEN GRANTED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION.
13. THE BUILDING SETBACK LINES SHALL COMPLY WITH THE CITY'S ZONING ORDINANCE.
14. THE HOME OWNERS ASSOCIATION, AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HOA") SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL NON-RESIDENTIAL LOTS THAT ARE DEDICATED TO THE HOA.
15. PER CITY OF MANOR ORDINANCE NO. 481, MINIMUM LOT SIZE SHALL BE 6000 Sq.Ft., AND THE MINIMUM LIVING AREA PER RESIDENTIAL UNIT SHALL BE 1500 Sq.Ft.
16. THE PROPERTY IS ZONED SINGLE FAMILY RESIDENTIAL (R-2) WITH CONDITIONS PER CITY OF MANOR ORDINANCE NO. 481.
17. LOT 1, BLOCK A, OPEN SPACE DRAINAGE LOT, LOT 100, BLOCK A, OPEN SPACE DRAINAGE LOT, AND LOT 1, BLOCK C, OPEN SPACE DRAINAGE LOT, ARE DEDICATED TO THE CITY OF MANOR, TEXAS. THE HOMEOWNER ASSOCIATION, AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HOA") SHALL BE RESPONSIBLE FOR MAINTENANCE OF LOT 1, BLOCK A, OPEN SPACE DRAINAGE LOT, LOT 100, BLOCK A, OPEN SPACE DRAINAGE LOT, AND LOT 1, BLOCK C, OPEN SPACE DRAINAGE LOT IN ACCORDANCE WITH THAT CERTAIN DEVELOPMENT AGREEMENT (MANOR HEIGHTS) DATED EFFECTIVE NOVEMBER 7, 2018, AS AMENDED (THE "DEVELOPMENT AGREEMENT") AND SHALL ENTER INTO A LICENSE AGREEMENT WITH THE CITY IN SUBSTANTIALLY THE FORM PROVIDED IN THE DEVELOPMENT AGREEMENT. THE CITY SHALL BE RESPONSIBLE FOR MAINTENANCE OF LOT 1, BLOCK A, OPEN SPACE DRAINAGE LOT, LOT 100, BLOCK A, OPEN SPACE DRAINAGE LOT, AND LOT 1, BLOCK C, OPEN SPACE DRAINAGE LOT UPON THE TERMINATION OF THE LICENSE AGREEMENT OR THE TERMINATION OF THE MAINTENANCE PERIOD PROVIDED IN THE DEVELOPMENT AGREEMENT, WHICHEVER IS LONGER.
18. DEDICATION AND CONVEYANCE OF LOT 98, BLOCK A, PARKLAND SHALL BE MADE TO THE CITY OF MANOR, TEXAS IN ACCORDANCE WITH THAT CERTAIN DEVELOPMENT AGREEMENT (MANOR HEIGHTS) DATED EFFECTIVE NOVEMBER 7, 2018, AS AMENDED (THE "DEVELOPMENT AGREEMENT"). THE HOME OWNERS ASSOCIATION, AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HOA") SHALL BE RESPONSIBLE FOR MAINTENANCE OF LOT 98 IN ACCORDANCE WITH THE TERMS OF THE DEVELOPMENT AGREEMENT AND SHALL ENTER INTO A LICENSE AGREEMENT WITH THE CITY IN SUBSTANTIALLY THE FORM PROVIDED IN THE DEVELOPMENT AGREEMENT. THE CITY SHALL BE RESPONSIBLE FOR MAINTENANCE OF LOT 98 UPON THE TERMINATION OF THE LICENSE AGREEMENT OR THE TERMINATION OF THE MAINTENANCE PERIOD PROVIDED IN THE DEVELOPMENT AGREEMENT, WHICHEVER IS LONGER.
19. ACCESS TO NON-RESIDENTIAL LOTS SHALL BE PROVIDED TO THE CITY WHERE MAINTENANCE IS REQUIRED TO BE PERFORMED BY THE CITY IN ACCORDANCE WITH THAT CERTAIN DEVELOPMENT AGREEMENT (MANOR HEIGHTS) DATED EFFECTIVE NOVEMBER 7, 2018, AS AMENDED.

Sheet No.
4 OF 5

DWG NAME: K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\0692555700-SKY VILLAGE SOUTH\DWG\KIMLEY-HORN-PLAT\MANOR HEIGHTS PHASE 1-SECTION 1\MANOR HEIGHTS-PH1-SEC1-PLAT.DWG PLOTTED BY GONZALEZ, DAVID 12/10/2020 5:17 PM LAST SAVED 12/10/2020 5:16 PM

600

JANUARY 5, 2021

2021000001



SUBDIVISION PLAT ESTABLISHING

# MANOR HEIGHTS SOUTH
# PHASE 1 SECTION 1

BEING 110.524 ACRES OF LAND LOCATED IN THE A.C. CALDWELL SURVEY NUMBER 52, ABSTRACT NUMBER 154, AND THE CITY OF MANOR TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 267.942 ACRE TRACT OF LAND CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP INC., AS DESCRIBED IN DOCUMENT NUMBER 2019171724, CORRECTED IN DOCUMENT NUMBER 2019176020, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

DECEMBER 10, 2020

Kimley»Horn


CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759
TBPE FIRM REGISTRATION NO. F-928
PH: (512) 418-1771 FAX: (512) 418-1791
CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH: (210) 541-9166 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

OWNER/DEVELOPER:
FORESTAR (USA) REAL ESTATE GROUP INC.,
A DELAWARE CORPORATION
2221 E. LAMAR BLVD., SUITE 790
ARLINGTON, TEXAS 76006
DALLAS COUNTY
CONTACT: JOHN MABERRY


| LINE TABLE | | | LINE TABLE | | | LINE TABLE | | | LINE TABLE | | | LINE TABLE | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| NO. | BEARING | LENGTH | NO. | BEARING | LENGTH | NO. | BEARING | LENGTH | NO. | BEARING | LENGTH | NO. | BEARING | LENGTH |
| L1 | N63°31'59"W | 11.88' | L7 | S62°38'12"E | 50.00' | L13 | N62°38'12"W | 17.45' | L19 | S46°25'44"E | 8.80' | L27 | N64°58'30"W | 19.00' |
| L2 | N64°46'36"W | 7.52' | L8 | S27°21'48"W | 55.00' | L14 | N62°38'12"W | 16.45' | L20 | S48°54'46"E | 6.40' | L28 | S26°28'01"W | 290.00' |
| L3 | N80°26'03"E | 17.61' | L9 | N62°38'12"W | 50.00' | L15 | N62°38'12"W | 16.10' | L21 | N52°43'04"W | 15.07' | L29 | N26°28'01"E | 290.00' |
| L4 | N46°25'44"W | 39.85' | L10 | N27°21'48"E | 55.00' | L16 | S62°38'12"E | 77.50' | L23 | N25°13'24"E | 22.79' | L30 | N15°31'06"E | 74.98' |
| L5 | N62°59'47"W | 15.00' | L11 | S27°21'48"W | 41.25' | L17 | S41°28'06"E | 8.24' | L24 | N25°13'24"E | 15.24' | L31 | S25°13'24"W | 290.00' |
| L6 | N62°38'12"W | 15.00' | L12 | N62°38'11"W | 2.65' | L18 | S46°25'44"E | 6.84' | L25 | S74°34'39"W | 36.85' | L32 | S25°01'30"W | 290.00' |

| CURVE TABLE | | | | | | CURVE TABLE | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| NO. | DELTA | RADIUS | LENGTH | CHORD BEARING | CHORD | NO. | DELTA | RADIUS | LENGTH | CHORD BEARING | CHORD |
| C1 | 89°27'47" | 35.00' | 54.65' | S72°12'58"W | 49.27' | C41 | 1°14'36" | 1025.00' | 22.24' | S64°09'18"E | 22.24' |
| C2 | 6°47'00" | 600.00' | 71.03' | S66°55'29"E | 70.99' | C42 | 90°00'00" | 15.00' | 23.56' | N19°46'36"W | 21.21' |
| C3 | 6°47'00" | 400.00' | 47.36' | N66°55'29"W | 47.33' | C43 | 90°00'00" | 15.00' | 23.56' | N70°13'24"E | 21.21' |
| C4 | 90°00'00" | 15.00' | 23.56' | N18°31'59"W | 21.21' | C44 | 1°14'36" | 975.00' | 21.16' | S64°09'18"E | 21.16' |
| C5 | 52°01'12" | 15.00' | 13.62' | N52°28'37"E | 13.16' | C45 | 90°00'00" | 15.00' | 23.56' | S18°31'59"E | 21.21' |
| C6 | 194°02'25" | 50.00' | 169.33' | S18°31'59"E | 99.25' | C46 | 90°00'00" | 15.00' | 23.56' | S70°13'24"W | 21.21' |
| C7 | 52°01'12" | 15.00' | 13.62' | N89°32'36"W | 13.16' | C47 | 0°11'55" | 1025.00' | 3.55' | S64°52'33"E | 3.55' |
| C8 | 1°14'36" | 1025.00' | 22.24' | S64°09'18"E | 22.24' | C48 | 90°00'00" | 15.00' | 23.56' | N19°58'30"W | 21.21' |
| C9 | 90°00'00" | 15.00' | 23.56' | N19°46'36"W | 21.21' | C49 | 90°00'00" | 15.00' | 23.56' | N70°01'30"E | 21.21' |
| C10 | 0°28'18" | 125.00' | 1.03' | S24°59'15"W | 1.03' | C50 | 0°11'55" | 975.00' | 3.38' | S64°52'33"E | 3.38' |
| C11 | 0°48'33" | 75.00' | 1.06' | S24°49'08"W | 1.06' | C51 | 90°00'00" | 15.00' | 23.56' | S19°46'36"E | 21.21' |
| C12 | 90°00'00" | 15.00' | 23.56' | S70°13'24"W | 21.21' | C52 | 90°00'00" | 15.00' | 23.56' | S18°31'59"E | 21.21' |
| C13 | 0°11'55" | 1025.00' | 3.55' | S64°52'33"E | 3.55' | C53 | 90°00'00" | 15.00' | 23.56' | S71°28'01"W | 21.21' |
| C14 | 39°42'56" | 15.00' | 10.40' | N47°10'49"E | 10.19' | C54 | 1°14'36" | 735.00' | 15.95' | S64°09'18"E | 15.95' |
| C15 | 169°23'26" | 50.01' | 147.84' | S17°39'25"E | 99.58' | C55 | 90°00'00" | 15.00' | 23.56' | N19°46'36"W | 21.21' |
| C16 | 39°42'56" | 15.00' | 10.40' | N82°29'40"W | 10.19' | C56 | 90°00'00" | 15.00' | 23.56' | N70°13'24"E | 21.21' |
| C17 | 1°03'13" | 975.00' | 17.93' | N50°05'55"W | 17.93' | C57 | 1°14'36" | 975.00' | 21.16' | S64°09'18"E | 21.16' |
| C18 | 5°04'48" | 1025.00' | 90.88' | N52°06'43"W | 90.85' | C60 | 20°41'46" | 50.00' | 18.06' | N31°23'57"W | 17.96' |
| C19 | 90°00'00" | 15.00' | 23.56' | S19°58'30"E | 21.21' | C62 | 17°05'28" | 60.00' | 17.90' | N76°04'44"W | 17.83' |
| C20 | 52°01'12" | 15.00' | 13.62' | S51°02'06"W | 13.16' | C63 | 17°15'19" | 50.00' | 15.06' | N16°10'56"W | 15.00' |
| C21 | 194°02'25" | 50.00' | 169.33' | N19°58'30"W | 99.25' | C64 | 10°56'54" | 300.00' | 57.33' | N20°59'33"E | 57.24' |
| C22 | 52°01'12" | 15.00' | 13.62' | N89°00'53"E | 13.16' | C65 | 11°57'57" | 300.00' | 62.65' | S21°30'05"W | 62.54' |
| C23 | 0°11'55" | 975.00' | 3.38' | S64°52'33"E | 3.38' | C66 | 1°14'36" | 710.00' | 15.41' | S64°09'18"E | 15.41' |
| C24 | 90°00'00" | 15.00' | 23.56' | S19°46'36"E | 21.21' | C67 | 1°14'36" | 1000.00' | 21.70' | S64°09'18"E | 21.70' |
| C25 | 52°01'12" | 15.00' | 13.62' | S51°14'00"W | 13.16' | C68 | 0°11'55" | 1000.00' | 3.46' | S64°52'33"E | 3.46' |
| C26 | 194°02'25" | 50.00' | 169.33' | N19°46'36"W | 99.25' | C69 | 1°14'36" | 1000.00' | 21.70' | S64°09'18"E | 21.70' |
| C27 | 52°01'12" | 15.00' | 13.62' | N89°12'48"E | 13.16' | C70 | 0°11'55" | 1000.00' | 3.46' | S64°52'33"E | 3.46' |
| C28 | 1°14'36" | 685.00' | 14.87' | S64°09'18"E | 14.87' | | | | | | |
| C29 | 83°14'37" | 15.00' | 21.79' | S21°54'41"E | 19.93' | | | | | | |
| C30 | 4°11'31" | 325.00' | 23.78' | N17°36'52"E | 23.77' | | | | | | |
| C31 | 10°54'11" | 275.00' | 52.33' | S20°58'12"W | 52.25' | | | | | | |
| C32 | 86°10'39" | 15.00' | 22.56' | S70°34'23"W | 20.49' | | | | | | |
| C33 | 266°10'39" | 60.00' | 278.74' | N19°25'37"W | 87.64' | | | | | | |
| C34 | 11°55'31" | 325.01' | 67.65' | S21°31'17"W | 67.52' | | | | | | |
| C35 | 10°56'54" | 275.00' | 52.55' | N20°59'33"E | 52.47' | | | | | | |
| C36 | 90°00'00" | 15.00' | 23.56' | N71°28'01"E | 21.21' | | | | | | |
| C37 | 6°47'00" | 400.00' | 47.36' | S60°08'30"E | 47.33' | | | | | | |
| C38 | 6°47'00" | 600.00' | 71.03' | N60°08'30"W | 70.99' | | | | | | |
| C39 | 91°29'47" | 35.00' | 55.89' | S18°15'58"E | 50.14' | | | | | | |
| C40 | 90°00'00" | 15.00' | 23.56' | S71°28'01"W | 21.21' | | | | | | |

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

**BEING** a 110.524 acre (4,814,423 square feet) tract of land situated in the A.C. Caldwell Survey Number 52, Abstract Number 154, Travis County, Texas; being a portion of that certain 267.942 acre tract described in instrument to Forestar (USA) Real Estate Group Inc., as described in Document No. 2019171724 of the Official Public Records of Travis County, Texas; corrected in Document No. 2019176020 of the Official Public Records of Travis County, Texas; and being more particularly described as follows:

**BEGINNING** at a found 60D nail located in the southeasterly right of way line of Bois D. Arc Road (variable width) marking the most westerly northwest corner of a called 1.000 acre tract described in instrument to Kevin Etal Coleman, as described in Document No. 2019007415 of the Official Public Records of Travis County, Texas;

**THENCE**, along the southeasterly right of way line of said Bois D. Arc Road the following two (2) courses and distances:
1. North 26°34'25" East, 97.95 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
2. North 27°29'03" East, 2033.50 feet to a 1/2-inch iron rod found for corner;

**THENCE**, South 62°00'08" East, 1087.10 feet departing the southeasterly right of way line of said Bois D. Arc Road and along the southwesterly line of that certain 13.502 acre tract described in instrument to Tuan V. Nguyen & Nhieu T. and Quyn, as described in Document Number 2003234510, Official Public Records of Travis County to a 1/2-inch iron rod with a plastic cap "KHA" set for corner;

**THENCE**, departing the southernly boundary line of said 13.502 acre tract and crossing into said 267.942 acre tract the following seven (7) course and distances:
1. South 27°59'52" West, 546.56 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
2. South 52°43'04" East, 667.78 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. South 39°17'57" East, 485.70 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
4. South 30°19'16" East, 510.77 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
5. South 60°05'37" East, 126.85 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
6. South 1°57'28" West, 117.95 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
7. South 30°19'16" East, 435.37 feet to a 1/2-inch iron rod found for the southwesterly corner of that certain 10.100 acre tract described in instrument to Tony Parent enterprises Inc., described in Document Number 2007163554, Official Public Records of Travis County, Texas;

**THENCE**, South 62°32'46" East, 552.04 feet departing the southwesterly corner of said 10.100 acre tract, along the common line of said 267.942 acre tract to a 1/2-inch iron rod found for the northerly corner of that certain 7.610 acre tract described in instrument to Zoila Portillo, as described in Document Number 2014111607, Official Public Records of Travis County, Texas;

**THENCE**, South 26°28'58" West, at a 431.42 feet along the northwesterly line of said 7.610 acre tract passing a 1/2-inch iron rod at the northerly corner of that certain 4.00 acre tract described in instrument to Kirk J. and Rita G. Jonse, as described in Volume 13207, page 97 Real Property Records of Travis County, Texas and along said 4.00 acre tract for the total distance of 604.34 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for the northerly corner of that certain 8.00 acre tract described in instrument to John Jonse, as described in Volume 4176, page 2117 Real Property Records of Travis County, Texas;

**THENCE**, South 26°46'43" West, 346.69 feet along the northwesterly line of said 8.00 acre tract to a 1-inch iron pipe found on the northeasterly line of that certain 52.715 acre tract described in instrument to Timmermann Terrell as described in Document No. 2011144639, Official Public Records of Travis County, Texas;

**THENCE**, North 62°59'47" West 118.91 feet along the said northeasterly line of said 52.715 acre tract to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;

**THENCE**, departing the northernly boundary line of said 52.715 acre tract and crossing into said 267.942 acre tract the following twenty two (22) course and distances:
1. North 27°19'21" East, 196.39 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
2. North 14°09'17" East, 154.05 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. North 57°24'07" West, 108.76 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
4. North 27°19'21" East, 35.32 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
5. in a northeasterly direction, along a tangent curve to the right, a central angle of 39°42'56", a radius of 15.00 feet, a chord bearing and distance of North 47°10'49" East, 10.19 feet, and a total arc length of 10.40 feet to a 1/2-inch iron rod plastic cap stamped "KHA" set for corner;
6. in a northwesterly direction, along a tangent reverse curve to the left, a central angle of 169°23'26", a radius of 50.01 feet, a chord bearing and distance of North 17°39'25" West, 99.58 feet, and a total arc length of 147.84 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set for corner;
7. in a southwesterly direction, along a tangent reverse curve to the right, a central angle of 39°42'56", a radius of 15.00 feet, a chord bearing and distance of North 82°29'40" West, 10.19 feet, and a total arc length of 10.40 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set for corner;
8. North 62°38'12" West, 210.51 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
9. North 27°21'48" East, 120.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
10. North 62°38'12" West, 500.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
11. North 60°59'29" West, 50.02 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
12. North 58°03'09" West, 50.16 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
13. North 53°36'07" West, 101.26 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
14. South 27°21'48" West, 120.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
15. in a northwesterly direction, along a non-tangent curve to the right, a central angle of 1°03'13", a radius of 975.00 feet, a chord bearing and distance of North 50°05'55" West, 17.93 feet, and a total arc length of 17.93 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set for corner;
16. North 49°34'19" West, 114.38 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
17. in a northwesterly direction, along a tangent curve to the left, a central angle of 5°04'48", a radius of 1025.00 feet, a chord bearing and distance of North 52°06'43" West, 90.85 feet, and a total arc length of 90.88 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set for corner;
18. North 25°01'30" East, 141.59 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
19. North 64°58'30" West, 250.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
20. South 25°01'30" West, 125.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
21. South 64°58'30" East, 19.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
22. South 25°10'06" West, 180.04 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set on the northeasterly line of Presidential Glen Phase 7, plat of which recorded in Document No. 201800177, Official Public Records of Travis County, Texas;

**THENCE**, along the northeasterly line of said Presidential Glen, Phase 7 the following three (3) course and distances:
1. North 64°58'30" West, 458.82 feet to a 60d nail found for corner;
2. North 64°44'31" West, 669.79 feet to a 60d nail found for corner;
3. North 63°33'33" West, 909.33 feet to the right-of-way line of said Bois D. Arc Road to the **POINT OF BEGINNING**, and containing 110.524 acres of land in Travis County, Texas, as shown in the document prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas. The bearings shown hereon are Texas State Coordinate System GRID, Central Zone (FIPS 4203) (NAD'83), as determined by the Global Positioning System (GPS).

Sheet No.
5 OF 5

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DWG NAME: K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255700-SKY VILLAGE SOUTH\DWG\KIMLEY-HORN-PLAT\MANOR HEIGHTS PHASE 1-SECTION 1\MANOR HEIGHTS-PH1-SEC1-PLAT.DWG PLOTTED BY GONZALEZ, DAVID 12/10/2020 5:17 PM LAST SAVED 12/10/2020 5:16 PM

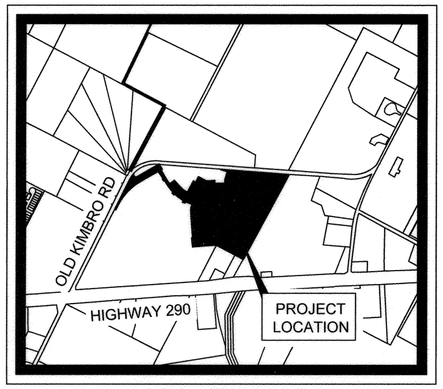
2021002232

NORTH

GRAPHIC SCALE IN FEET

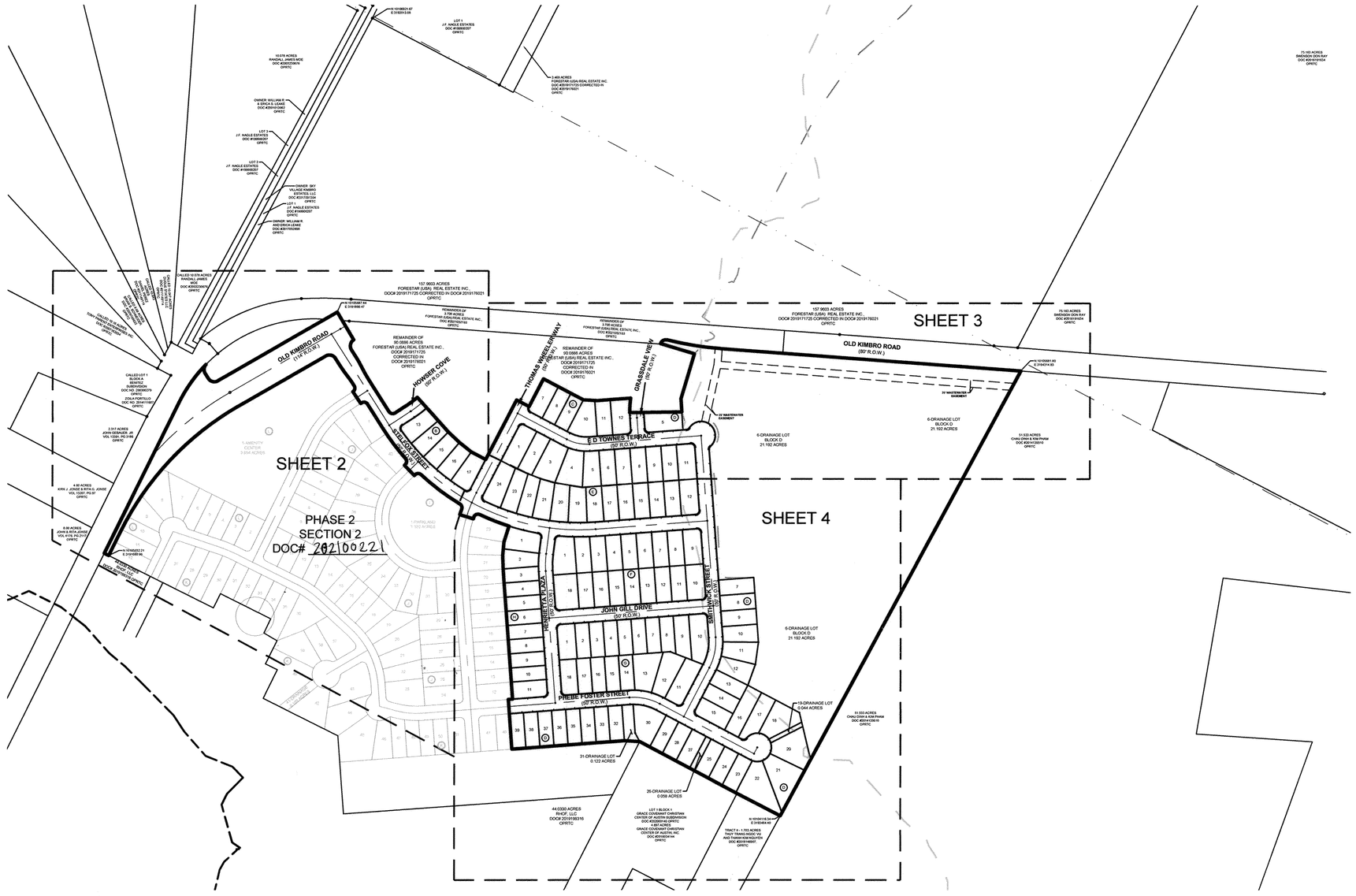
300 0 150 300 600

1" = 300' @ 18X24




VICINITY MAP

SCALE: 1" = 2,000'




**GENERAL INFORMATION:**

| | |
|---|---|
| TOTAL ACREAGE | 50.634 ACRES |
| TOTAL LINEAR FEET OF ROW | 6,930' |
| LINEAR FEET OF 50' ROW | 6,106' |
| LINEAR FEET OF 114' ROW | 824' |
| ACREAGE OF ROW | 9.398 ACRES |
| NUMBER OF SINGLE FAMILY LOTS | 113 |
| ACREAGE OF SINGLE FAMILY LOTS | 19.820 ACRES |
| NUMBER OF NON-RESIDENTIAL LOTS | 4 |
| ACREAGE OF NON-RESIDENTIAL LOTS | 21.416 ACRES |
| TOTAL NUMBER OF LOTS | 117 |

SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH: (210) 541-9166 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759
TBPE FIRM REGISTRATION NO. F-928
PH: (512) 418-1771 FAX: (512) 418-1791
CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

OWNER/DEVELOPER:
FORESTAR (USA) REAL ESTATE GROUP INC.,
A DELAWARE CORPORATION
2221 E. LAMAR BLVD., SUITE 790
ARLINGTON, TEXAS 76006
DALLAS COUNTY
CONTACT: JOHN MABERRY

# MANOR HEIGHTS PHASE 2, SECTION 1A

50.634 ACRES

BEING A PORTION OF THAT CERTAIN 90.0886 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171725, AND IN CORRECTION DEED IN DOCUMENT NO. 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND A PORTION OF THAT CERTAIN 3.700 ACRE PORTION OF OLD KIMBRO ROAD IN DOCUMENT NO. 202152193, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154 CITY OF MANOR, TRAVIS COUNTY, TEXAS

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

| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|---|---|---|---|---|---|
| 1" = 300' | APS | JGM | 8/17/2021 | 069255703 | 1 OF 6 |

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DWG NAME: K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255703-MANOR HTS PHASE 2\DWG\PLATS\MANOR HEIGHTS 2-1A.DWG PLOTTED BY GONZALEZ, DAVID 8/17/2021 3:29 PM LAST SAVED 8/17/2021 3:29 PM

20210232

CALLED 10.078 ACRES
RANDALL JAMES MOE
DOC #2003230676
OPRTC

CALLED 10.047 ACRES
DUQUE STATES LLC
DOC #2111149114
OPRTC

CALLED 10.043 ACRES
DANIEL PEREZ
DOC #2111149114
OPRTC

CALLED 9.98 ACRES
BRIAN S. SCHNEIDER
DOC #2009186632
OPRTC

CALLED 10.16 ACRES
TONY PARENT ENTERPRISES INC.
DOC #2007163554
OPRTC

157.9603 ACRES
FORESTAR (USA) REAL ESTATE INC.,
DOC# 2019171725 CORRECTED IN DOC# 2019176021
OPRTC

REMAINDER OF
3.700 ACRES
FORESTAR (USA) REAL ESTATE INC.,
DOC #2021052193
OPRTC

REMAINDER OF
90.0886 ACRES
FORESTAR (USA) REAL ESTATE INC.,
DOC# 2019171725
CORRECTED IN
DOC# 2019176021
OPRTC

CALLED LOT 1
BLOCK A
BENITEZ
SUBDIVISION
DOC NO. 200300279
OPRTC

ZOILA PORTILLO
DOC NO. 2014111607
OPRTC

2.317 ACRES
JOHN GEBAUER, JR.
VOL.13391, PG.3186
OPRTC

4.00 ACRES
KIRK J. JONSE & RITA G. JONSE
VOL.13207, PG.97
OPRTC

8.00 ACRES
JOHN & RITA JONSE
VOL.4176, PG.2117
OPRTC

44.0330 ACRES
RHOF, LLC
DOC# 2019198316 OPRTC

OLD KIMBRO ROAD
(80 R.O.W.)

OLD KIMBRO ROAD
(114' R.O.W.)

STELFOX STREET
(60' R.O.W.)

MILLEDGE PASS
(50' R.O.W.)

LONE PEAK PASS
(50' R.O.W.)

EPPRIGHT TRACE
(50' R.O.W.)

SILAS PARSONS PASS
(50' R.O.W.)

LONE PEAK COVE
(50' R.O.W.)

PHEBE FOSTER STREET
(50' R.O.W.)

1-AMENITY CENTER
3.854 ACRES

1-PARKLAND
1.332 ACRES

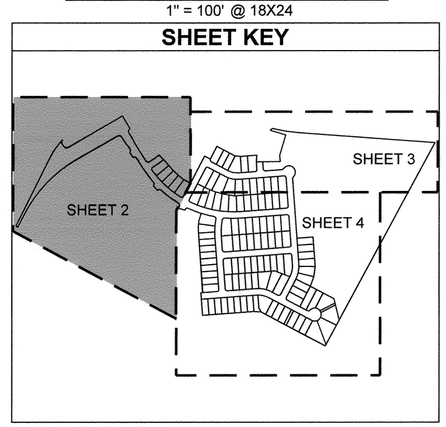
PHASE 2
SECTION 2
DOC# 20210221

MATCHLINE
(SEE SHEET 3)

NORTH

GRAPHIC SCALE IN FEET
100 0 50 100 200
1" = 100' @ 18X24

## SHEET KEY




## LEGEND

| | |
|---|---|
| IRF | IRON ROD FOUND |
| IRFC | IRON ROD FOUND W/ CAP |
| IPF | IRON PIPE FOUND |
| P.O.B. | POINT OF BEGINNING |
| R.O.W. | RIGHT OF WAY |
| S.D.E. | SIGHT DISTANCE EASEMENT |
| OPRTC | OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS |
| · · · · | SIDEWALK |
| (A) | BLOCK IDENTIFIERS |

**GENERAL INFORMATION:**

| | |
|---|---|
| TOTAL ACREAGE | 50.634 ACRES |
| TOTAL LINEAR FEET OF ROW | 6,930' |
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# MANOR HEIGHTS PHASE 2, SECTION 1A

50.634 ACRES

BEING A PORTION OF THAT CERTAIN 90.0886 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171725, AND IN CORRECTION DEED IN DOCUMENT NO. 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND A PORTION OF THAT CERTAIN 3.700 ACRE PORTION OF OLD KIMBRO ROAD IN DOCUMENT NO. 202152193, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154 CITY OF MANOR, TRAVIS COUNTY, TEXAS

Kimley»Horn
601 NW Loop 410, Suite 350
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Tel. No. (210) 541-9166
www.kimley-horn.com

| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|---|---|---|---|---|---|
| 1" = 100' | APS | JGM | 8/17/2021 | 069255703 | 2 OF 6 |

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DWG NAME: K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255703-MANOR HTS PHASE 2\DWG\PLATS\MANOR HEIGHTS 2-1A.DWG PLOTTED BY GONZALEZ, DAVID 8/17/2021 3:29 PM LAST SAVED 8/17/2021 3:29 PM

2021002232

## LEGEND

| | |
|---|---|
| IRF | IRON ROD FOUND |
| IRFC | IRON ROD FOUND W/ CAP |
| IPF | IRON PIPE FOUND |
| P.O.B. | POINT OF BEGINNING |
| R.O.W. | RIGHT OF WAY |
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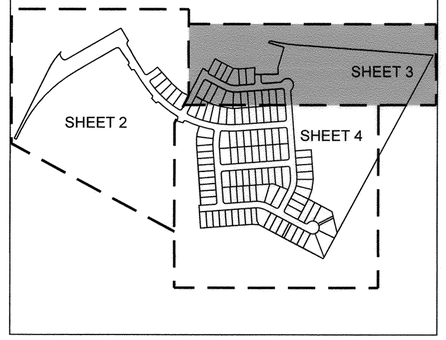
| OPRTC | OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS |
| | SIDEWALK |
| (A) | BLOCK IDENTIFIERS |

## SHEET KEY




NORTH

GRAPHIC SCALE IN FEET
100 0 50 100 200
1" = 100' @ 18X24

157.9603 ACRES
FORESTAR (USA) REAL ESTATE INC.,
DOC# 2019171725 CORRECTED IN DOC# 2019176021
OPRTC

REMAINDER OF
3.700 ACRES
FORESTAR (USA) REAL ESTATE INC.,
DOC #2021052193
OPRTC

REMAINDER OF
90.0886 ACRES
FORESTAR (USA) REAL ESTATE INC.,
DOC# 2019171725
CORRECTED IN
DOC# 2019176021
OPRTC

LEMUEL KIMBRO SURVEY,
ABSTRACT NO. 456
A.C. CALDWELL SURVEY NO.52,
ABSTRACT NO. 154

75.163 ACRES
SWENSON DON RAY
DOC #2016191634
OPRTC

**OLD KIMBRO ROAD**
(80 R.O.W.)

S85°48'57"E 1066.68'
N85°48'57"W 1062.00'
S85°48'57"E 1041.58'
N85°48'57"W 1031.91'

1/2" IRF
IRFC (KHA)
N:10105681.80
E:3194314.83
**P.O.B.**
IRFC (KHA)

**25' WASTEWATER EASEMENT**

**GRASSDALE VIEW**
(50' R.O.W.)

N27°34'05"E 110.00'
S62°25'55"E 160.0'
N85°44'38"E 117.72'
N3°24'08"W 46.92'
N89°13'34"E 184.61'
N16°33'21"E 165.00'
C10
C11 172.39'
N73°27'25"W 124.97'

N27°34'05"E 235.78'
**THOMAS WHEELER WAY**
(50' R.O.W.)

**E D TOWNES TERRACE**
(50' R.O.W.)
N85°44'38"E 396.62'
N85°44'38"E 356.62'
222.08'
R=50'

**25' WASTEWATER EASEMENT**

6-DRAINAGE LOT
BLOCK D
21.192 ACRES

6-DRAINAGE LOT
BLOCK D
21.192 ACRES

51.533 ACRES
CHAU DINH & KIM PHAM
DOC #2014139510
OPRTC

S28°30'46"W 1781.55'

FULLY DEVELOPED
100-YEAR FLOODPLAIN

MATCHLINE
(SEE SHEET 4)

**GENERAL INFORMATION:**

| | |
|---|---|
| TOTAL ACREAGE | 50.634 ACRES |
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# MANOR HEIGHTS PHASE 2, SECTION 1A

50.634 ACRES

BEING A PORTION OF THAT CERTAIN 90.0886 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171725, AND IN CORRECTION DEED IN DOCUMENT NO. 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND A PORTION OF THAT CERTAIN 3.700 ACRE PORTION OF OLD KIMBRO ROAD IN DOCUMENT NO. 202152193, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154 CITY OF MANOR, TRAVIS COUNTY, TEXAS

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| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|---|---|---|---|---|---|
| 1" = 100' | APS | JGM | 8/17/2021 | 069255703 | 3 OF 6 |

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DWG NAME: K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255703-MANOR HTS PHASE 2\DWG\PLATS\MANOR HEIGHTS 2-1A.DWG PLOTTED BY GONZALEZ, DAVID 8/17/2021 3:29 PM
LAST SAVED 8/17/2021 3:29 PM

202100232

NORTH

GRAPHIC SCALE IN FEET
100 0 50 100 200
1" = 100' @ 18X24

## LEGEND

| | |
|---|---|
| IRF | IRON ROD FOUND |
| IRFC | IRON ROD FOUND W/ CAP |
| IPF | IRON PIPE FOUND |
| P.O.B. | POINT OF BEGINNING |
| R.O.W. | RIGHT OF WAY |
| S.D.E. | SIGHT DISTANCE EASEMENT |
| OPRTC | OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS |
| | SIDEWALK |
| (A) | BLOCK IDENTIFIERS |

MATCHLINE (SEE SHEET 3)

MATCHLINE (SEE SHEET 2)

PHASE 2
SECTION 2
DOC# 202100221

STELFOX STREET (50' R.O.W.)

SMITHWICK STREET (50' R.O.W.)

HENRIETTA PLAZA (50' R.O.W.)

JOHN GILL DRIVE (50' R.O.W.)

PHEBE FOSTER STREET (50' R.O.W.)

THOMAS WHEELER WAY (50' R.O.W.)

FULLY DEVELOPED 100-YEAR FLOODPLAIN

ZONE 'A' PER FEMA FIRM NO. 48453C0505H DATED: 9/26/2008

6-DRAINAGE LOT
BLOCK D
21.192 ACRES

19-DRAINAGE LOT
0.044 ACRES

31-DRAINAGE LOT
0.122 ACRES

26-DRAINAGE LOT
0.058 ACRES

51.533 ACRES
CHAU DINH & KIM PHAM
DOC #2014139510
OPRTC

44.0330 ACRES
RHOF, LLC
DOC# 2019198316
OPRTC

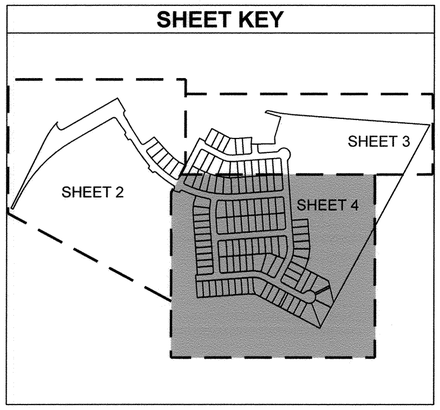
LOT 1 BLOCK 1
GRACE COVENANT CHRISTIAN CENTER OF AUSTIN SUBDIVISION
DOC #202000140 OPRTC
4.897 ACRES
GRACE COVENANT CHRISTIAN CENTER OF AUSTIN, INC.
DOC #2018034144
OPRTC

TRACT II - 1.703 ACRES
THUY TRANG NGOC VU AND THANH KIM NGUYEN
DOC #2018146907,
OPRTC

X= 3192512.47
Y= 10104350.60

N:10104116.34
E:3193464.40

## SHEET KEY




| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| NO. | DELTA | RADIUS | LENGTH | CHORD BEARING | CHORD |
| C1 | 17°57'27" | 533.10' | 167.08' | N35°21'29"E | 166.40' |
| C2 | 76°37'28" | 25.00' | 33.43' | S06°01'28"W | 31.00' |
| C3 | 88°16'44" | 25.00' | 38.52' | S76°25'38"E | 34.82' |
| C4 | 0°50'10" | 1157.00' | 16.88' | N59°51'05"E | 16.88' |
| C5 | 1°12'06" | 943.00' | 19.78' | N59°40'07"E | 19.78' |
| C6 | 91°47'54" | 25.00' | 40.05' | S13°10'07"W | 35.91' |
| C7 | 4°30'37" | 310.50' | 24.44' | S30°28'31"E | 24.44' |
| C8 | 4°30'37" | 300.00' | 23.62' | S30°28'31"E | 23.61' |
| C9 | 9°40'04" | 275.00' | 46.40' | N52°26'08"E | 46.35' |
| C10 | 84°16'56" | 20.00' | 29.42' | N61°43'42"E | 26.84' |
| C11 | 9°41'07" | 1140.00' | 192.71' | S80°58'23"E | 192.48' |
| C12 | 7°45'03" | 825.00' | 111.60' | N68°39'06"W | 111.52' |
| C13 | 97°22'38" | 15.00' | 25.49' | S66°32'07"W | 22.53' |
| C14 | 1°50'28" | 525.00' | 16.87' | N18°00'20"E | 16.87' |
| C15 | 78°36'23" | 15.00' | 20.58' | N19°56'26"W | 19.00' |
| C16 | 11°42'16" | 825.00' | 168.53' | N53°06'54"W | 168.24' |
| C17 | 87°16'14" | 15.00' | 22.85' | S89°06'07"W | 20.70' |
| C18 | 87°16'14" | 15.00' | 22.85' | N01°49'53"E | 20.70' |
| C19 | 9°04'25" | 825.00' | 130.65' | N37°16'02"W | 130.51' |
| C20 | 90°00'00" | 15.00' | 23.56' | N77°43'50"W | 21.21' |
| C21 | 90°00'00" | 15.00' | 23.56' | N12°16'10"E | 21.21' |
| C22 | 4°30'37" | 285.50' | 22.47' | N34°59'08"W | 22.47' |
| C23 | 4°30'37" | 314.50' | 24.76' | N34°59'08"W | 24.75' |
| C24 | 87°00'00" | 25.00' | 37.96' | N76°13'50"W | 34.42' |
| C25 | 33°44'24" | 1042.98' | 614.18' | S43°24'00"W | 605.35' |
| C26 | 18°20'18" | 1100.00' | 352.07' | S51°06'02"W | 350.57' |
| C27 | 90°00'00" | 15.00' | 23.56' | S77°43'50"E | 21.21' |
| C28 | 9°39'38" | 300.00' | 50.58' | N52°26'21"E | 50.52' |
| C29 | 93°01'01" | 15.00' | 24.35' | S10°45'40"W | 21.76' |
| C30 | 93°56'30" | 15.00' | 24.59' | N74°32'20"E | 21.93' |
| C31 | 92°05'35" | 15.00' | 24.11' | S18°28'42"E | 21.60' |
| C32 | 61°31'33" | 800.00' | 859.06' | S63°29'36"E | 818.38' |
| C33 | 87°16'14" | 15.00' | 22.85' | N36°11'05"W | 20.70' |
| C34 | 87°16'14" | 15.00' | 22.85' | S51°05'09"W | 20.70' |
| C35 | 11°42'25" | 300.00' | 61.30' | S01°35'50"W | 61.19' |
| C36 | 90°00'00" | 15.00' | 23.56' | S49°15'22"E | 21.21' |
| C37 | 90°00'00" | 15.00' | 23.56' | S40°44'38"W | 21.21' |
| C38 | 90°00'00" | 15.00' | 23.56' | N40°44'38"E | 21.21' |
| C39 | 90°00'00" | 15.00' | 23.56' | S49°15'22"E | 21.21' |
| C40 | 31°53'21" | 200.00' | 111.31' | N78°18'42"W | 109.88' |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| NO. | DELTA | RADIUS | LENGTH | CHORD BEARING | CHORD |
| C41 | 256°39'27" | 50.00' | 223.98' | N10°41'46"W | 78.45' |
| C42 | 76°39'27" | 15.00' | 20.07' | N79°18'14"E | 18.61' |
| C43 | 90°00'00" | 15.00' | 23.56' | S17°22'02"E | 21.21' |
| C44 | 90°00'00" | 15.00' | 23.56' | N72°37'58"E | 21.21' |
| C45 | 31°53'21" | 200.00' | 111.31' | N11°41'18"E | 109.88' |
| C46 | 90°00'00" | 15.00' | 23.56' | N49°15'22"W | 21.21' |
| C47 | 90°00'00" | 15.00' | 23.56' | N40°44'38"E | 21.21' |
| C48 | 90°00'00" | 15.00' | 23.56' | N49°15'22"W | 21.21' |
| C49 | 90°00'00" | 15.00' | 23.56' | N40°44'38"E | 21.21' |
| C50 | 52°01'12" | 15.00' | 13.62' | S21°45'14"W | 13.16' |
| C51 | 106°59'48" | 50.00' | 93.37' | N05°44'04"W | 80.38' |
| C52 | 52°01'12" | 15.00' | 13.62' | N59°44'01"E | 13.16' |
| C53 | 90°00'00" | 15.00' | 23.56' | N49°15'22"W | 21.21' |
| C54 | 90°00'00" | 15.00' | 23.56' | S49°15'22"E | 21.21' |
| C55 | 90°00'00" | 15.00' | 23.56' | N40°44'38"E | 21.21' |
| C56 | 3°28'56" | 275.00' | 16.71' | S02°30'54"E | 16.71' |
| C57 | 31°49'28" | 150.00' | 83.32' | S78°20'39"E | 82.25' |
| C58 | 90°00'00" | 15.00' | 23.56' | S72°34'05"W | 21.21' |
| C59 | 90°00'00" | 15.00' | 23.56' | S17°25'55"E | 21.21' |
| C60 | 10°29'03" | 500.00' | 91.49' | S22°19'34"W | 91.36' |
| C61 | 3°28'56" | 300.00' | 18.23' | S02°30'54"E | 18.23' |
| C62 | 1°12'06" | 1000.00' | 20.97' | S59°40'07"W | 20.97' |
| C63 | 9°39'16" | 325.00' | 54.76' | N52°26'32"E | 54.70' |
| C64 | 9°01'51" | 325.00' | 51.23' | S03°44'30"W | 51.17' |
| C65 | 11°42'25" | 275.00' | 56.19' | S01°35'50"W | 56.09' |
| C66 | 31°49'28" | 125.00' | 69.43' | S78°20'39"E | 68.54' |
| C67 | 31°49'28" | 175.00' | 97.20' | S78°20'39"E | 95.96' |
| C68 | 22°44'34" | 775.00' | 307.62' | S47°07'08"E | 305.61' |
| C69 | 29°43'53" | 775.00' | 402.16' | S79°23'26"E | 397.66' |
| C70 | 8°58'39" | 825.00' | 129.27' | S89°46'03"E | 129.13' |
| C71 | 9°01'51" | 325.00' | 51.23' | S03°44'30"W | 51.17' |
| C72 | 11°42'25" | 325.00' | 66.40' | S01°35'50"W | 66.29' |
| C73 | 31°53'21" | 225.00' | 125.23' | N11°41'18"E | 123.62' |
| C74 | 31°53'21" | 175.00' | 97.40' | N78°18'42"W | 96.15' |
| C75 | 31°53'21" | 225.00' | 125.23' | N78°18'42"W | 123.62' |
| C76 | 67°52'18" | 533.10' | 631.50' | N60°18'54"E | 595.22' |

| LINE TABLE | | | LINE TABLE | | |
|---|---|---|---|---|---|
| NO. | BEARING | LENGTH | NO. | BEARING | LENGTH |
| L1 | N86°32'13"W | 54.58' | L23 | S28°13'13"E | 39.54' |
| L2 | N01°58'12"W | 47.90' | L24 | S32°43'50"E | 139.08' |
| L3 | N05°37'06"E | 46.79' | L25 | N57°16'10"E | 50.27' |
| L4 | N17°28'23"E | 58.84' | L26 | S46°57'55"E | 53.72' |
| L5 | S17°27'55"W | 6.32' | L27 | S51°42'08"E | 53.72' |
| L6 | N72°54'57"W | 50.00' | L28 | S62°25'55"E | 57.28' |
| L7 | N19°08'40"E | 4.00' | L29 | S62°25'55"E | 50.00' |
| L8 | N59°06'20"W | 3.98' | L30 | S87°02'40"E | 50.06' |
| L9 | S45°28'00"W | 4.00' | L31 | N04°05'25"E | 56.81' |
| L10 | N44°32'00"W | 50.00' | L32 | S04°05'25"W | 45.00' |
| L11 | N45°28'00"E | 4.00' | L33 | N28°41'18"W | 34.05' |
| L12 | N32°43'50"W | 103.99' | L34 | N57°16'10"E | 90.27' |
| L13 | S57°16'10"W | 4.00' | L35 | S57°16'10"W | 49.21' |
| L14 | N33°52'34"W | 50.01' | L36 | N04°15'22"W | 79.58' |
| L15 | N32°43'50"W | 8.19' | L37 | N04°15'22"W | 39.58' |
| L16 | N37°14'27"W | 27.24' | L38 | N04°15'22"W | 39.58' |
| L17 | N32°43'50"W | 35.18' | L39 | N07°27'02"E | 52.73' |
| L18 | S26°31'49"W | 93.07' | L40 | N07°27'02"E | 52.73' |
| L19 | N63°36'50"W | 17.50' | L41 | S74°05'08"E | 52.85' |
| L20 | S32°17'16"E | 21.93' | L42 | S68°51'26"E | 47.41' |
| L21 | S30°55'56"E | 114.00' | L43 | S66°27'40"E | 48.92' |
| L22 | S32°43'50"E | 29.44' | L44 | S62°22'02"E | 56.52' |

**GENERAL INFORMATION:**

| | |
|---|---|
| TOTAL ACREAGE | 50.634 ACRES |
| TOTAL LINEAR FEET OF ROW | 6,930' |
| LINEAR FEET OF 50' ROW | 6,106' |
| LINEAR FEET OF 114' ROW | 824' |
| ACREAGE OF ROW | 9.398 ACRES |
| NUMBER OF SINGLE FAMILY LOTS | 113 |
| ACREAGE OF SINGLE FAMILY LOTS | 19.820 ACRES |
| NUMBER OF NON-RESIDENTIAL LOTS | 4 |
| ACREAGE OF NON-RESIDENTIAL LOTS | 21.416 ACRES |
| TOTAL NUMBER OF LOTS | 117 |

# MANOR HEIGHTS PHASE 2, SECTION 1A

## 50.634 ACRES

BEING A PORTION OF THAT CERTAIN 90.0886 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171725, AND IN CORRECTION DEED IN DOCUMENT NO. 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND A PORTION OF THAT CERTAIN 3.700 ACRE PORTION OF OLD KIMBRO ROAD IN DOCUMENT NO. 202152193, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154 CITY OF MANOR, TRAVIS COUNTY, TEXAS

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

| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|---|---|---|---|---|---|
| 1" = 100' | APS | JGM | 8/17/2021 | 069255703 | 4 OF 6 |

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DWG NAME: K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255703-MANOR HTS PHASE 2\DWG\PLATS\MANOR HEIGHTS 2-1A.DWG PLOTTED BY GONZALEZ, DAVID 8/17/2021 3:29 PM LAST SAVED 8/17/2021 3:29 PM

2021002332

THE STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS: §
COUNTY OF TRAVIS §

WHEREAS, FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, THE OWNER OF 50.634 ACRE TRACT LOCATED IN THE A.C. CALDWELL SURVEY NUMBER 52, ABSTRACT NUMBER 154, CITY OF MANOR, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 157.9603 ACRE TRACT OF LAND CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP INC., A PORTION OF THAT CERTAIN 90.0886 ACRE TRACT OF LAND CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP INC., AS DESCRIBED IN DOCUMENT NUMBER 2019171725, AND CORRECTED IN DOCUMENT NUMBER 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND A PORTION OF THAT CERTAIN 3.7000 ACRES OF OLD KIMBRO ROAD CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP, INC., AN 80 FOOT WIDE RIGHT-OF-WAY, AND DO HEREBY SUBDIVIDE SAID, HAVING BEEN APPROVED FOR SUBDIVISION, PURSUANT TO THE PUBLIC NOTIFICATION AND HEARING PROVISION OF CHAPTER 212 AND 232 OF THE LOCAL GOVERNMENT CODE.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS "MANOR HEIGHTS PHASE 2, SECTION 1A" OF THE CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY SUBDIVIDES SAID 50.634 ACRES OF LAND OF SAID IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT TO BE KNOW AS "MANOR HEIGHTS PHASE 2, SECTION 1A" AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND PUBLIC EASEMENTS THEREON SHOWN FOR THE PURPOSED AND CONSIDERATION THEREIN EXPRESSED: SUBJECT TO ANY EASEMENT OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS DAY August 20 2021

BY: _____
FORESTAR (USA) REAL ESTATE GROUP INC.,
A DELAWARE CORPORATION

2221 E. LAMAR BLVD., SUITE 790
ARLINGTON, TEXAS 76006

THE STATE OF Texas §
COUNTY OF Williamson §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Jeff Scott KNOWN TO ME TO BE THE PERSON OR AGENT WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 20 DAY OF August, 2021.

Karina Waleska Boice
NOTARY PUBLIC
NOTARY REGISTRATION NUMBER 13288022-0
MY COMMISSION EXPIRES: 01.11.2025
COUNTY OF Williamson
THE STATE OF Texas

KARINA WALESKA BOICE
Notary Public, State of Texas
Comm. Expires 01-11-2025
Notary ID 13288022-0

STATE OF TEXAS §
COUNTY OF TRAVIS §

I, ALEJANDRO E. GRANADOS RICO, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STAND POINT AND COMPLIES WITH THE ENGINEERING RELATED PORTION OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

THIS SITE IS LOCATED IN THE COTTONWOOD CREEK WATERSHED.

A PORTION OF THIS SITE LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48453C0505H, EFFECTIVE DATE SEPTEMBER 26, 2008, TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

ALEJANDRO E. GRANADOS RICO, P.E.
REGISTERED PROFESSIONAL ENGINEER No. 130084
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD
AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759

STATE OF TEXAS
ALEJANDRO E. GRANADOS RICO
130084
LICENSED
PROFESSIONAL ENGINEER
8/17/2021

STATE OF TEXAS §
COUNTY OF BEXAR §

I, JOHN G. MOSIER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEYING RELATED PORTIONS OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE IS TRUE AND CORRECT, AND WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

JOHN G. MOSIER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6330- STATE OF TEXAS
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
Ph. 210-321-3402
greg.mosier@kimley-horn.com

STATE OF TEXAS
REGISTERED
JOHN G. MOSIER
6330
PROFESSIONAL
LAND SURVEYOR

SURVEYOR'S NOTES

1. THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS).
2. ALL DISTANCES SHOWN HEREON ARE ON THE SURFACE. THE COMBINED SURFACE TO GRID SCALE FACTOR FOR THE PROJECT IS 0.99992097045. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.
3. ALL PROPERTY CORNERS OF THE LOTS IN THIS SUBDIVISION WILL BE MONUMENTED PRIOR TO LOTS SALES AND AFTER ROAD CONSTRUCTION WITH A 1/2-INCH IRON ROD WITH RED PLASTIC CAP STAMPED "KHA", UNLESS OTHERWISE NOTED.

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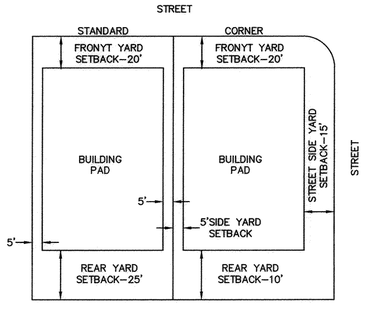
GENERAL NOTES:

1. PROPERTY OWNERS OF THE LOTS ON WHICH THE PUBLIC UTILITY EASEMENT OR THE UNDERGROUND STORM WATER DRAINAGE FACILITIES EASEMENT ARE LOCATED AS SHOWN ON THIS PLAT SHALL PROVIDE ACCESS TO THE CITY OF MANOR IN ORDER FOR THE CITY OF MANOR TO INSPECT AND MAINTAIN THE UNDERGROUND FACILITIES LOCATED WITHIN ANY OF SUCH EASEMENTS.
2. A 10' PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET RIGHTS OF WAY.
3. PUBLIC SIDEWALKS BUILT TO CITY OF MANOR STANDARDS, ARE REQUIRED ALONG ALL STREETS WITHIN THIS SUBDIVISION, THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE ADJOINING LOT BEING OCCUPIED, FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY. BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY.
4. DRIVEWAY AND DRAINAGE CONSTRUCTION STANDARDS SHALL BE IN ACCORDANCE WITH THE REQUIREMENT OF THE CITY OF MANOR STANDARDS UNLESS OTHERWISE SPECIFIED AND APPROVE BY THE CITY OF MANOR.
5. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO THE CITY OF MANOR WATER AND WASTEWATER SYSTEM.
6. NO BUILDINGS SHALL BE CONSTRUCTED OR MAINTAINED WITHIN THE PUBLIC UTILITIES EASEMENTS OR THE UNDERGROUND STORM WATER FACILITIES EASEMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF MANOR. THE CITY OF MANOR IS NOT RESPONSIBLE FOR THE DAMAGE TO OR REPLACING ANY PORTIONS OF ANY FENCING, LANDSCAPING OR OTHER IMPROVEMENTS CONSTRUCTED WITHIN ANY OF SUCH EASEMENTS WHICH WERE NOT APPROVED BY THE CITY OF MANOR BEFORE THEIR CONSTRUCTION DUE TO THE NECESSARY AND CUSTOMARY WORK BY THE CITY OF MANOR IN REPAIRING, MAINTAINING, OR REPLACING THE UNDERGROUND PIPES AND RELATED FACILITIES WITHIN SUCH EASEMENTS.
7. ALL STREETS, DRAINAGE IMPROVEMENTS, SIDEWALKS, WATER AND WASTEWATER LINES, AND EROSION CONTROLS SHALL BE CONSTRUCTED AND INSTALLED TO CITY OF MANOR STANDARDS.
8. EROSION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON INDIVIDUAL LOTS, INCLUDING DETACHED SINGLE FAMILY IN ACCORDANCE WITH SECTION 1.4.0 OF THE CITY OF AUSTIN ENVIRONMENTAL CRITERIA MANUAL (FEBRUARY 20, 2020).
9. ALL STREETS IN THE SUBDIVISION SHALL BE CONSTRUCTED TO CITY OF MANOR URBAN STREET STANDARDS. ALL STREETS WILL BE CONSTRUCTED WITH CURB AND GUTTER.
10. PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF MANOR.
11. THE SUBDIVISION OWNER/DEVELOPER AS IDENTIFIED ON THIS PLAT IS RESPONSIBLE FOR POSTING FISCAL SURETY FOR THE CONSTRUCTION OF ALL SIDEWALKS AS SHOWN OR LISTED ON THE PLAT, WHETHER INSTALLED BY THE OWNER/DEVELOPER OR INDIVIDUAL HOMEBUILDERS. IT IS THE RESPONSIBILITY OF THE OWNER/DEVELOPER TO ENSURE ALL SIDEWALKS ARE ADA COMPLIANT UNLESS A WAIVER HAS BEEN GRANTED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION.
12. THE BUILDING SETBACK LINES SHALL COMPLY WITH THE APPROVED MANOR HEIGHTS PUD (ORDINANCE NO. 534) AND ARE AS FOLLOWS:
    (SEE TYPICAL SETBACK DETAIL)
    FRONT YARD - 20'
    REAR YARD - 25'
    SIDE YARD - 5'
    STREET SIDE YARD - 15'
13. PER THE APPROVED MANOR HEIGHTS PUD, MINIMUM SINGLE-FAMILY RESIDENTIAL LOT SHALL BE 6250 Sq.Ft. WITHIN PUD-SF-1 AND 3300 Sq.Ft. WITHIN PUD-MEDIUM DENSITY. THE MINIMUM HOME SIZES WILL COMPLY WITH THOSE SET FORTH IN THE MANOR HEIGHTS PUD OF 1500 Sq.Ft.
14. LOT 6, BLOCK D, DRAINAGE LOT IS DEDICATED TO THE CITY OF MANOR, TEXAS. THE HOMEOWNER ASSOCIATION, AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HOA") SHALL BE RESPONSIBLE FOR MAINTENANCE OF LOT 6, BLOCK D, DRAINAGE LOT IN ACCORDANCE WITH THAT CERTAIN DEVELOPMENT AGREEMENT (MANOR HEIGHTS) DATED EFFECTIVE NOVEMBER 7, 2018 AS AMENDED (THE "DEVELOPMENT AGREEMENT") AND SHALL ENTER INTO A LICENSE AGREEMENT WITH THE CITY IN SUBSTANTIALLY THE FORM PROVIDED IN THE DEVELOPMENT AGREEMENT. THE CITY SHALL BE RESPONSIBLE FOR MAINTENANCE OF LOT 6, BLOCK D, DRAINAGE LOT, UPON THE TERMINATION OF THE LICENSE AGREEMENT OR THE TERMINATION OF THE MAINTENANCE PERIOD PROVIDED IN THE DEVELOPMENT AGREEMENT, WHICHEVER IS LONGER.
15. LOT 19, BLOCK D, DRAINAGE LOT, LOT 26, BLOCK D, DRAINAGE LOT AND LOT 31, BLOCK D, DRAINAGE LOT ARE TO BE DEDICATED TO THE HOMEOWNER ASSOCIATION. THE HOMEOWNER ASSOCIATION, AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HOA") SHALL BE RESPONSIBLE FOR MOWING AND MAINTAINING LANDSCAPING IN THE DRAINAGE LOTS. THE CITY OF MANOR WILL MAINTAIN THE PUBLIC STORM INFRASTRUCTURE LOCATED IN THE DRAINAGE LOTS.
16. ACCESS TO NON-RESIDENTIAL LOTS SHALL BE PROVIDED TO THE CITY WHERE MAINTENANCE IS REQUIRED TO BE PERFORMED BY THE CITY IN ACCORDANCE WITH THAT CERTAIN DEVELOPMENT AGREEMENT (MANOR HEIGHTS) DATED EFFECTIVE NOVEMBER 7, 2018, AS AMENDED.




TYPICAL SETBACK DETAIL
NOT TO SCALE

CITY OF MANOR ACKNOWLEDGMENTS

THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF MANOR CORPORATE CITY LIMITS AS OF THIS DATE. 7th DAY OF Sept., 2021.

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, ON THIS THE DATE. 11th DAY OF Aug., 2021

APPROVED: _____
PHILIP TRYON, CHAIRPERSON

ATTEST: _____
LLUVIA ALMARAZ, CITY SECRETARY

ACCEPTED AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, ON THIS THE DATE. 11th DAY OF Aug., 2021

APPROVED: _____
DR. LARRY WALLACE JR., MAYOR

ATTEST: _____
LUVIA ALMARAZ, CITY SECRETARY

CITY OF MANOR
TEXAS

COUNTY OF TRAVIS:
STATE OF TEXAS:
KNOW ALL ME BY THESE PRESENTS:

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DATE 28 DAY OF September, 2021 AT 11:36 O'CLOCK A, DULY RECORDED ON THE DAY OF 28 DAY OF Sept., 2021 AT 11:36 O'CLOCK AM IN THE PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER 2021002332 OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 28 DAY OF September, 2021.

DANA DEBEAUVOIR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

BY: _____ DEPUTY
E. MEDINA

SEAL OF COUNTY COURT TRAVIS COUNTY, TEXAS

# MANOR HEIGHTS PHASE 2, SECTION 1A

## 50.634 ACRES

BEING A PORTION OF THAT CERTAIN 90.0886 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171725, AND IN CORRECTION DEED IN DOCUMENT NO. 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND A PORTION OF THAT CERTAIN 3.700 ACRE PORTION OF OLD KIMBRO ROAD IN DOCUMENT NO. 202152193, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154 CITY OF MANOR, TRAVIS COUNTY, TEXAS

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

| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|---|---|---|---|---|---|
| N/A | APS | JGM | 8/17/2021 | 069255703 | 6 OF 6 |

DWG NAME: K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255703-MANOR HTS PHASE 2\DWG\PLATS\MANOR HEIGHTS 2-1A.DWG PLOTTED BY GONZALEZ, DAVID 8/17/2021 3:29 PM LAST SAVED 8/17/2021 3:29 PM

2021080232

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

**BEING** a 50.634 acre (2,205,608 square feet) tract of land situated in the A.C. Caldwell Survey No. 52, Abstract No. 154, City of Manor, Travis County, Texas; and being a portion of that certain 90.0886 acre tract of land described in instrument to Forestar (USA) Real Estate Group Inc., recorded in Document No. 2019171725 corrected in Document No. 2019176021 of the Official Public Records of Travis County, and a portion of that certain 3.700 acre tract described in instrument to Forestar (USA) Real Estate Group Inc., recorded in Document No. 202152193, Official Public Records of Travis County; and being more particularly described as follows:

**BEGINNING** at a 1/2-inch iron rod with a plastic cap stamped "KHA" found on the southerly right-of-way line of said Old Kimbro Road marking the northwestern-most corner of a called 51.533 acre tract of land described in instrument to Chau Dinh and Km Pham recorded in Document No. 2014139510 of the Official Public Records of Travis County;

**THENCE**, South 28°30'46" West, 1781.55 feet, departing the southerly right-of-way line of said Old Kimbro Road and along the northwesterly line of said 51.533 acre tract to a 1/2-inch iron rod found marking the northeast corner of a called 1.703 acre Tract II described in instrument to Thuy Trang Ngoc Vu and Thanh Kim Nguyen recorded in Document No. 2019146907 of the Official Public Records of Travis County;

**THENCE**, North 62°52'52" West, 172.05 feet, departing the northwesterly line of said 51.533 acre tract and along the northerly line of said Tract II to a 1/2-inch iron pipe found marking the northern-most corner of said Tract II, same being the northeastern-most corner of a called 4.981 acre tract of land described in instrument to Grace Covenant Christian Center of Austin, Inc. recorded in Document No. 2018034144 of the Official Public Records of Travis County;

**THENCE**, North 62°11'08" West, 390.53 feet along the northeasterly line of said 4.981 acre tract to a 1/2-inch iron rod found marking the northern-most corner of said 4.981 acre tract;

**THENCE**, departing from said 4.981 acre tract and crossing said 90.0886 acre tract, the following thirty-nine (39) courses and distances:
1. North 86°32'13" West, 54.58 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
2. South 85°44'38" West, 400.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. North 4°15'22" West, 175.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
4. North 85°44'38" East, 15.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
5. North 4°15'22" West, 310.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
6. North 4°14'34" West, 150.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
7. North 1°58'12" West, 47.90 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
8. North 5°37'06" East, 46.79 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
9. North 17°28'23" East, 58.84 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
10. in a northwesterly direction, along a non-tangent curve to the right, a central angle of 7°45'03", a radius of 825.00 feet, a chord bearing and distance of North 68°39'06" West, 111.52 feet, and a total arc length of 111.60 feet to a point of reverse curvature;
11. in a southwesterly direction, along a tangent reverse curve to the left, a central angle of 97°22'38", a radius of 15.00 feet, a chord bearing and distance of South 66°32'07" West, 22.53 feet, and a total arc length of 25.49 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
12. South 17°27'55" West, 6.32 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
13. North 72°54'57" West, 50.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
14. in a northeasterly direction, along a non-tangent curve to the right, a central angle of 1°50'28", a radius of 525.00 feet, a chord bearing and distance of North 18°00'20" East, 16.87 feet, and a total arc length of 16.87 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
15. North 19°08'40" East, 4.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
16. in a northwesterly direction, along a tangent curve to the left, a central angle of 78°36'23", a radius of 15.00 feet, a chord bearing and distance of North 19°56'26" West, 19.00 feet, and a total arc length of 20.58 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
17. North 59°06'20" West, 3.98 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
18. in a northwesterly direction, along a non-tangent curve to the right, a central angle of 11°42'16", a radius of 825.00 feet, a chord bearing and distance of North 53°06'54" West, 168.24 feet, and a total arc length of 168.53 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of reverse curvature;
19. in a southwesterly direction, along a tangent reverse curve to the left, a central angle of 87°16'14", a radius of 15.00 feet, a chord bearing and distance of South 89°06'07" West, 20.70 feet, and a total arc length of 22.85 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
20. South 45°28'00" West, 4.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
21. North 44°32'00" West, 50.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
22. North 45°28'00" East, 4.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
23. in a northeasterly direction, along a tangent curve to the left, a central angle of 87°16'14", a radius of 15.00 feet, a chord bearing and distance of North 1°49'53" East, 20.70 feet, and a total arc length of 22.85 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of reverse curvature;
24. in a northwesterly direction, along a tangent reverse curve to the right, a central angle of 9°04'25", a radius of 825.00 feet, a chord bearing and distance of North 37°16'02" West, 130.51 feet, and a total arc length of 130.65 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
25. North 32°43'50" West, 103.99 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set fora point of curvature;
26. in a northwesterly direction, along a tangent curve to the left, a central angle of 90°00'00", a radius of 15.00 feet, a chord bearing and distance of North 77°43'50" West, 21.21 feet, and a total arc length of 23.56 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set a point of tangency;
27. South 57°16'10" West, 4.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
28. North 33°52'34" West, 50.01 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
29. in a northeasterly direction, along a non-tangent curve to the left, a central angle of 90°00'00", a radius of 15.00 feet, a chord bearing and distance of North 12°16'10" East, 21.21 feet, and a total arc length of 23.56 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
30. North 32°43'50" West, 8.19 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
31. in a northwesterly direction, along a tangent curve to the left, a central angle of 4°30'37", a radius of 285.50 feet, a chord bearing and distance of North 34°59'08" West, 22.47 feet, and a total arc length of 22.47 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
32. North 37°14'27" West, 27.24 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
33. in a northwesterly direction, along a tangent curve to the right, a central angle of 4°30'37", a radius of 314.50 feet, a chord bearing and distance of North 34°59'08" West, 24.75 feet, and a total arc length of 24.76 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
34. North 32°43'50" West, 35.18 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
35. in a northwesterly direction, along a tangent curve to the left, a central angle of 87°00'00", a radius of 25.00 feet, a chord bearing and distance of North 76°13'50" West, 34.42 feet, and a total arc length of 37.96 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
36. South 60°16'10" West, 359.33 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
37. in a southwesterly direction, along a tangent curve to the left, a central angle of 33°44'24", a radius of 1042.98 feet, a chord bearing and distance of South 43°24'00" West, 605.35 feet, and a total arc length of 614.18 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
38. South 26°31'49" West, 93.07 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
39. North 63°36'50" West, 17.50 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner on the southeasterly right-of-way line of aforesaid Old Kimbro Road;

**THENCE**, along the southeasterly right-of-way line of said Old Kimbro Road, the following thirty-one (31) courses and distances:
1. North 26°31'49" East, 589.77 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found for a point of curvature;
2. in a northeasterly direction, along a tangent curve to the right, a central angle of 17°57'27", a radius of 533.10 feet, a chord bearing and distance of North 35°21'29" East, 166.40 feet, and a total arc length of 167.08 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. in a southwesterly direction, along a tangent reverse curve to the right a central angle of 76°37'27", a radius of 25.00 feet, a chord bearing and distance of South 6°01'28" West, 31.00 feet, and a total arc length of 33.43 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
4. South 32°17'16" East, 21.93 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
5. in a southeasterly direction, along a tangent reverse curve to the right a central angle of 88°16'44", a radius of 25.00 feet, a chord bearing and distance of South 76°25'38" East, 34.82 feet, and a total arc length of 38.52 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
6. in a southeasterly direction, along a tangent reverse curve to the right a central angle of 0°50'10", a radius of 1157.00 feet, a chord bearing and distance of North 59°51'05" East, 16.88 feet, and a total arc length of 16.88 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
7. North 60°16'10" East, 450.78 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
8. in a northeasterly direction, along a tangent curve to the right, a central angle of 1°12'6", a radius of 943.00 feet, a chord bearing and distance of North 59°40'07" East, 19.78 feet, and a total arc length of 19.78 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
9. South 30°55'56" East, 114.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
10. in a southwesterly direction, along a tangent reverse curve to the left a central angle of 91°47'54", a radius of 25.00 feet, a chord bearing and distance of South 13°10'07" West, 35.91 feet, and a total arc length of 40.05 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
11. South 32°43'50" East, 29.44 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
12. in a southeasterly direction, along a tangent curve to the right a central angle of 4°30'37", a radius of 310.50 feet, a chord bearing and distance of North 30°28'31" West, 24.44 feet, and a total arc length of 24.44 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
13. South 28°13'13" East, 39.54 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
14. in a southeasterly direction, along a tangent reverse curve to the left a central angle of 4°30'37", a radius of 300.00 feet, a chord bearing and distance of South 30°28'31" East, 23.61 feet, and a total arc length of 23.62 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
15. South 32°43'50" East, 139.08 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
16. North 57°16'10" East, 50.27 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
17. in a northeasterly direction, along a tangent curve to the left, a central angle of 9°40'4", a radius of 275.00 feet, a chord bearing and distance of South 52°26'8" West, 46.35 feet, and a total arc length of 46.40 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
18. South 42°18'43" East, 164.87 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
19. South 46°57'55" East, 53.72 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
20. South 51°42'8" East, 53.72 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
21. South 62°25'55" East, 57.28 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
22. North 27°34'5" East, 235.78 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
23. South 62°25'55" East, 50.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
24. North 27°34'5" East, 110.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
25. South 62°25'55" East, 160.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
26. South 87°2'40" East, 50.06 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
27. North 85°44'38" East, 117.72 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
28. in a southwesterly direction, along a tangent reverse curve to the left a central angle of 9°1'51", a radius of 325.00 feet, a chord bearing and distance of South 3°44'30" West, 51.17 feet, and a total arc length of 51.23 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
29. North 89°13'34" East, 184.61 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
30. North 4°15'22" West, 46.92 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
31. North 16°33'21" East, 165.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
32. North 73°27'25" West, 124.97 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;

**THENCE**, Along the southern right-of-way line of said Old Kinbro Road, the following three (3) courses and distances:
1. in a northeasterly direction, along a tangent curve to the right, a central angle of 84°16'56", a radius of 20.00 feet, a chord bearing and distance of North 61°43'42" East, 26.84 feet, and a total arc length of 29.42 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
2. in a southeasterly direction, along a tangent curve to the right, a central angle of 9°41'07", a radius of 1140.00 feet, a chord bearing and distance of South 80°58'23" East, 192.48 feet, and a total arc length of 192.71 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. South 85°48'57" East, 1066.68 feet to the **POINT OF BEGINNING**, and containing 50.634 acres of land in Travis County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD'83). All distances are on the surface and shown in U.S. Survey Feet. To convert grid distances to grid, apply the combined SURFACE to GRID scale factor of 0.99992097045. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

| LOT TABLE | | |
|---|---|---|
| LOT NO. | ACRES | SQ. FT. |
| BLOCK B LOT 13 | 0.181 | 7,872 |
| BLOCK B LOT 14 | 0.169 | 7,381 |
| BLOCK B LOT 15 | 0.169 | 7,383 |
| BLOCK B LOT 16 | 0.169 | 7,383 |
| BLOCK B LOT 17 | 0.195 | 8,476 |
| BLOCK C LOT 7 | 0.171 | 7,452 |
| BLOCK C LOT 8 | 0.143 | 6,250 |
| BLOCK C LOT 9 | 0.143 | 6,250 |
| BLOCK C LOT 10 | 0.221 | 9,639 |
| BLOCK C LOT 11 | 0.158 | 6,881 |
| BLOCK C LOT 12 | 0.190 | 8,257 |
| BLOCK D LOT 5 | 0.206 | 8,984 |
| BLOCK D LOT 6 - DRAINAGE | 21.192 | 923,111 |
| BLOCK D LOT 7 | 0.158 | 6,875 |
| BLOCK D LOT 8 | 0.158 | 6,875 |
| BLOCK D LOT 9 | 0.158 | 6,875 |
| BLOCK D LOT 10 | 0.168 | 7,324 |
| BLOCK D LOT 11 | 0.185 | 8,042 |
| BLOCK D LOT 12 | 0.182 | 7,948 |
| BLOCK D LOT 13 | 0.161 | 7,003 |
| BLOCK D LOT 14 | 0.158 | 6,875 |
| BLOCK D LOT 15 | 0.185 | 8,077 |
| BLOCK D LOT 16 | 0.224 | 9,764 |
| BLOCK D LOT 17 | 0.207 | 9,017 |
| BLOCK D LOT 18 | 0.256 | 11,172 |
| BLOCK D LOT 19-DRAINAGE | 0.044 | 1,931 |
| BLOCK D LOT 20 | 0.298 | 12,993 |
| BLOCK D LOT 21 | 0.340 | 14,826 |
| BLOCK D LOT 22 | 0.357 | 15,550 |
| BLOCK D LOT 23 | 0.160 | 6,955 |
| BLOCK D LOT 24 | 0.159 | 6,945 |
| BLOCK D LOT 25 | 0.159 | 6,935 |
| BLOCK D LOT 26 - DRAINAGE | 0.058 | 2,519 |
| BLOCK D LOT 27 | 0.159 | 6,922 |
| BLOCK D LOT 28 | 0.159 | 6,912 |
| BLOCK D LOT 29 | 0.144 | 6,276 |
| BLOCK D LOT 30 | 0.256 | 11,132 |
| BLOCK D LOT 31 - DRAINAGE | 0.122 | 5,312 |
| BLOCK D LOT 32 | 0.143 | 6,250 |
| BLOCK D LOT 33 | 0.143 | 6,250 |
| BLOCK D LOT 34 | 0.143 | 6,250 |
| BLOCK D LOT 35 | 0.143 | 6,250 |
| BLOCK D LOT 36 | 0.143 | 6,250 |
| BLOCK D LOT 37 | 0.143 | 6,250 |
| BLOCK D LOT 38 | 0.143 | 6,250 |
| BLOCK D LOT 39 | 0.143 | 6,250 |
| BLOCK E LOT 1 | 0.222 | 9,653 |
| BLOCK E LOT 2 | 0.185 | 8,068 |
| BLOCK E LOT 3 | 0.249 | 10,862 |
| BLOCK E LOT 4 | 0.226 | 9,845 |
| BLOCK E LOT 5 | 0.173 | 7,542 |
| BLOCK E LOT 6 | 0.158 | 6,875 |
| BLOCK E LOT 7 | 0.158 | 6,875 |
| BLOCK E LOT 8 | 0.158 | 6,875 |
| BLOCK E LOT 9 | 0.158 | 6,875 |
| BLOCK E LOT 10 | 0.158 | 6,875 |
| BLOCK E LOT 11 | 0.185 | 8,077 |
| BLOCK E LOT 12 | 0.185 | 8,077 |
| BLOCK E LOT 13 | 0.158 | 6,875 |
| BLOCK E LOT 14 | 0.158 | 6,875 |

| LOT TABLE | | |
|---|---|---|
| LOT NO. | ACRES | SQ. FT. |
| BLOCK E LOT 15 | 0.158 | 6,875 |
| BLOCK E LOT 16 | 0.158 | 6,875 |
| BLOCK E LOT 17 | 0.158 | 6,875 |
| BLOCK E LOT 18 | 0.166 | 7,222 |
| BLOCK E LOT 19 | 0.181 | 7,872 |
| BLOCK E LOT 20 | 0.182 | 7,925 |
| BLOCK E LOT 21 | 0.184 | 8,017 |
| BLOCK E LOT 22 | 0.172 | 7,499 |
| BLOCK E LOT 23 | 0.185 | 8,055 |
| BLOCK E LOT 24 | 0.229 | 9,992 |
| BLOCK F LOT 1 | 0.235 | 10,253 |
| BLOCK F LOT 2 | 0.160 | 6,969 |
| BLOCK F LOT 3 | 0.158 | 6,878 |
| BLOCK F LOT 4 | 0.158 | 6,875 |
| BLOCK F LOT 5 | 0.158 | 6,875 |
| BLOCK F LOT 6 | 0.158 | 6,875 |
| BLOCK F LOT 7 | 0.158 | 6,875 |
| BLOCK F LOT 8 | 0.158 | 6,875 |
| BLOCK F LOT 9 | 0.185 | 8,077 |
| BLOCK F LOT 10 | 0.185 | 8,077 |
| BLOCK F LOT 11 | 0.158 | 6,875 |
| BLOCK F LOT 12 | 0.158 | 6,875 |
| BLOCK F LOT 13 | 0.158 | 6,875 |
| BLOCK F LOT 14 | 0.158 | 6,875 |
| BLOCK F LOT 15 | 0.158 | 6,875 |
| BLOCK F LOT 16 | 0.158 | 6,875 |
| BLOCK F LOT 17 | 0.158 | 6,875 |
| BLOCK F LOT 18 | 0.240 | 10,444 |
| BLOCK G LOT 1 | 0.182 | 7,940 |
| BLOCK G LOT 2 | 0.143 | 6,250 |
| BLOCK G LOT 3 | 0.143 | 6,250 |
| BLOCK G LOT 4 | 0.143 | 6,250 |
| BLOCK G LOT 5 | 0.143 | 6,250 |
| BLOCK G LOT 6 | 0.143 | 6,250 |
| BLOCK G LOT 7 | 0.143 | 6,250 |
| BLOCK G LOT 8 | 0.146 | 6,340 |
| BLOCK G LOT 9 | 0.186 | 8,091 |
| BLOCK G LOT 10 | 0.239 | 10,399 |
| BLOCK G LOT 11 | 0.246 | 10,694 |
| BLOCK G LOT 12 | 0.242 | 10,521 |
| BLOCK G LOT 13 | 0.256 | 11,169 |
| BLOCK G LOT 14 | 0.144 | 6,257 |
| BLOCK G LOT 15 | 0.143 | 6,250 |
| BLOCK G LOT 16 | 0.143 | 6,250 |
| BLOCK G LOT 17 | 0.143 | 6,250 |
| BLOCK G LOT 18 | 0.171 | 7,452 |
| BLOCK H LOT 1 | 0.213 | 9,264 |
| BLOCK H LOT 2 | 0.169 | 7,361 |
| BLOCK H LOT 3 | 0.144 | 6,252 |
| BLOCK H LOT 4 | 0.143 | 6,249 |
| BLOCK H LOT 5 | 0.143 | 6,250 |
| BLOCK H LOT 6 | 0.143 | 6,250 |
| BLOCK H LOT 7 | 0.143 | 6,250 |
| BLOCK H LOT 8 | 0.143 | 6,250 |
| BLOCK H LOT 9 | 0.143 | 6,250 |
| BLOCK H LOT 10 | 0.143 | 6,250 |
| BLOCK H LOT 11 | 0.171 | 7,452 |
| BOUNDARY | 50.634 | 2,205,608 |
| R.O.W. | 9.398 | 409,393 |

# MANOR HEIGHTS PHASE 2, SECTION 1A

50.634 ACRES

BEING A PORTION OF THAT CERTAIN 90.0886 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171725, AND IN CORRECTION DEED IN DOCUMENT NO. 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND A PORTION OF THAT CERTAIN 3.700 ACRE PORTION OF OLD KIMBRO ROAD IN DOCUMENT NO. 202152193, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154 CITY OF MANOR, TRAVIS COUNTY, TEXAS

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

| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|---|---|---|---|---|---|
| N/A | APS | JGM | 8/17/2021 | 069255703 | 6 OF 6 |

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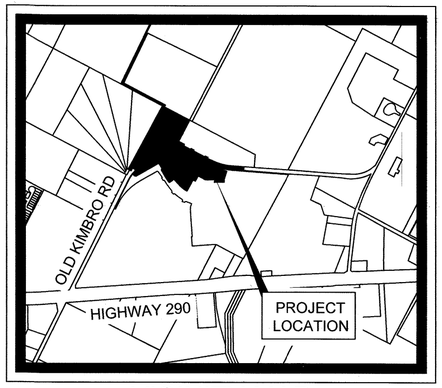
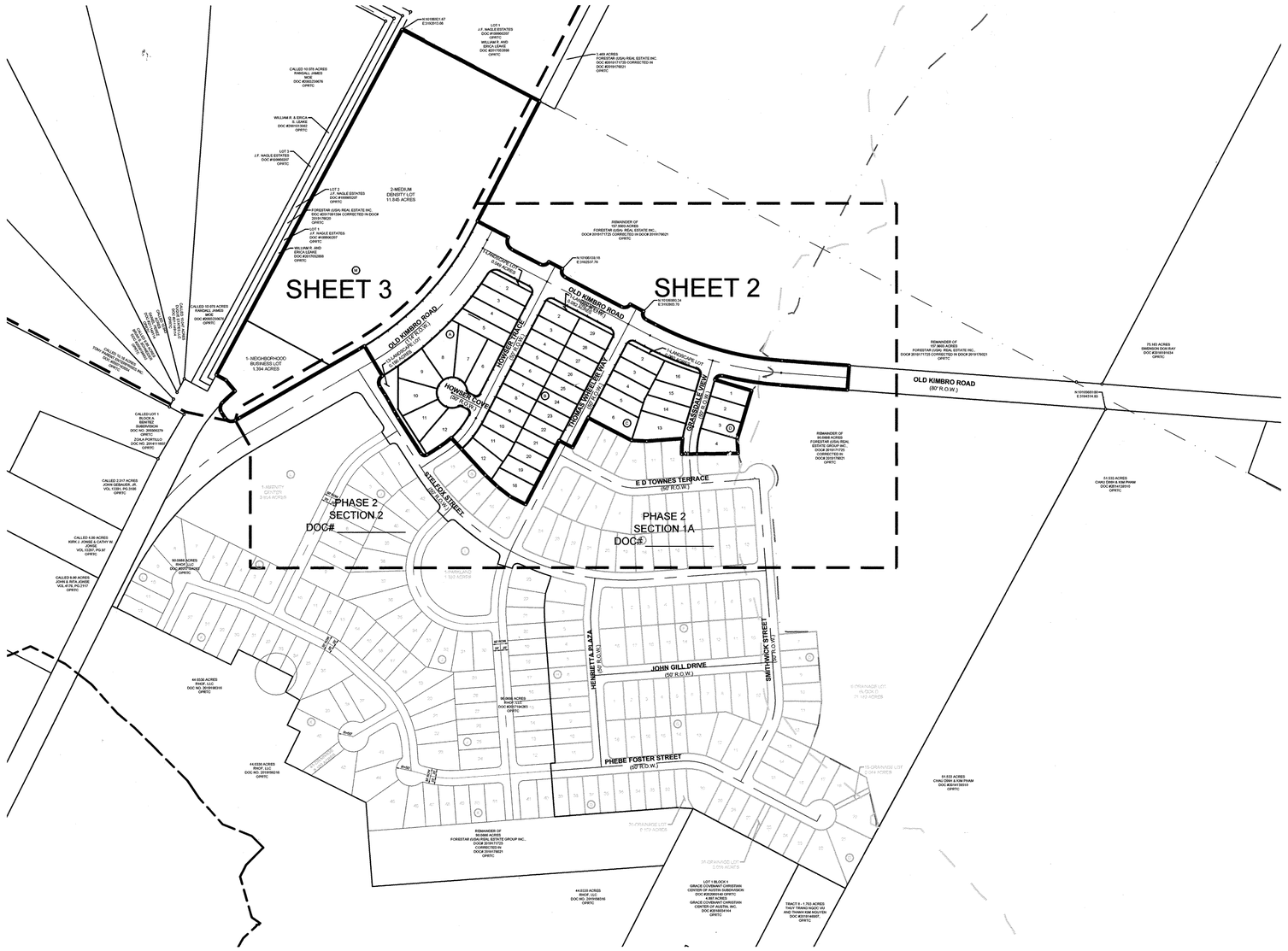
DWG NAME: K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255703-MANOR HTS PHASE 2\DWG\PLATS\MANOR HEIGHTS 2-1A.DWG PLOTTED BY GONZALEZ, DAVID 8/17/2021 3:29 PM LAST SAVED 8/17/2021 3:29 PM

20210023?




VICINITY MAP

SCALE: 1" = 2,000'

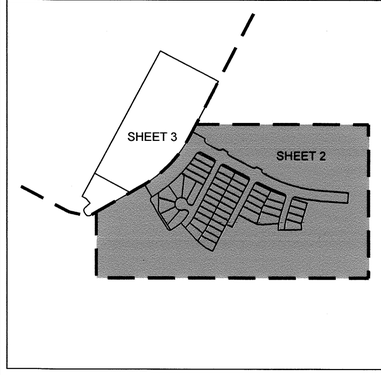

SHEET 3
SHEET 2
OLD KIMBRO ROAD
(80' R.O.W.)
HOWSER LOOP
(50' R.O.W.)
THOMAS WHITMER WAY
(50' R.O.W.)
GRASSDALE VIEW
(50' R.O.W.)
E D TOWNES TERRACE
(50' R.O.W.)
STIRLEA STREET
(50' R.O.W.)
PHASE 2
SECTION 2
DOC#
PHASE 2
SECTION 1A
DOC#
JOHN GILL DRIVE
(50' R.O.W.)
HENRIETTA PLAZA
(50' R.O.W.)
SMITHWICK STREET
(50' R.O.W.)
PHEBE FOSTER STREET
(50' R.O.W.)
2-MEDIUM DENSITY LOT
11.845 ACRES
1- NEIGHBORHOOD BUSINESS LOT
1.394 ACRES
1- ABSORPTY SF LOT
3.514 ACRES
1-LANDSCAPE LOT
0.060 ACRES
1-LANDSCAPE LOT
0.060 ACRES
1-LANDSCAPE LOT
0.060

20210237

## LEGEND

| | |
|---|---|
| IRF | IRON ROD FOUND |
| IRFC | IRON ROD FOUND W/ CAP |
| IPF | IRON PIPE FOUND |
| P.O.B. | POINT OF BEGINNING |
| R.O.W. | RIGHT OF WAY |
| S.D.E. | SIGHT DISTANCE EASEMENT |
| OPRTC | OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS |
| · · · · | SIDEWALK |
| (A) | BLOCK IDENTIFIERS |

## SHEET KEY




MATCHLINE (SEE SHEET 3)

REMAINDER OF
157.9603 ACRES
FORESTAR (USA) REAL ESTATE INC.,
DOC# 2019171725 CORRECTED IN DOC# 2019176021
OPRTC

LEMUEL KIMBRO SURVEY, ABSTRACT NO. 456
A.C. CALDWELL SURVEY NO.52, ABSTRACT NO. 154

NORTH

GRAPHIC SCALE IN FEET
100 0 50 100 200
1" = 100' @ 18X24

N:10106139.18
E:3192537.76

N:10106000.34
E:3192803.70

ZONE 'A' PER FEMA
FIRM NO. 48453C0505H
DATED: 9/26/2008

S62°25'55"E 210.00'
S62°25'55"E 617.43'
S62°25'55"E 220.77'
S85°48'57"E 220.13'
S73°27'25"E 124.97'
S16°33'21"W 165.00'
N62°25'55"W 160.00'
S27°34'05"W 110.00'
S85°44'38"W 117.72'
S89°13'34"W 184.61'
S27°34'05"W 235.78'
S16°33'21"W 164.87'
S60°16'10"W 450.78'
342.31'
108.47'

1-LANDSCAPE LOT
0.049 ACRES

1-LANDSCAPE LOT
0.082 ACRES

1-LANDSCAPE LOT
0.080 ACRES

1-LANDSCAPE LOT
0.190 ACRES

1-AMENITY CENTER
3.854 ACRES

OLD KIMBRO ROAD (114' R.O.W.)
OLD KIMBRO ROAD (80' R.O.W.)
HOWSER TRACE (50' R.O.W.)
HOWSER COVE (50' R.O.W.)
THOMAS WHEELER WAY (50' R.O.W.)
GRASSDALE VIEW (50' R.O.W.)
E D TOWNES TERRACE (50' R.O.W.)
STELFOX STREET (50' R.O.W.)
SILAS PARSONS PASS (50' R.O.W.)
EPPRIGHT TRACE (50' R.O.W.)
SMITHWICK STREET (50' R.O.W.)

P.O.B.
N:10105681.80
E:3194314.83
P.O.C.
IRFC (KHA)
1/2" IRF

REMAINDER OF
90.0886 ACRES
FORESTAR (USA) REAL
ESTATE GROUP INC.,
DOC# 2019171725
CORRECTED IN
DOC# 2019176021
OPRTC

PHASE 2
SECTION 2
DOC# _____

PHASE 2
SECTION 1A
DOC# _____

FULLY DEVELOPED
100-YEAR FLOODPLAIN

**GENERAL INFORMATION:**

| | |
|---|---|
| TOTAL ACREAGE | 27.686 ACRES |
| TOTAL LINEAR FEET OF ROW | 3,468' |
| LINEAR FEET OF 50' ROW | 1,593' |
| LINEAR FEET OF 80' ROW | 1,287' |
| LINEAR FEET OF 114' ROW | 589' |
| ACREAGE OF ROW | 5.526 ACRES |
| NUMBER OF SINGLE FAMILY LOTS | 47 |
| ACREAGE OF SINGLE FAMILY LOTS | 8.520 ACRES |
| NUMBER OF MULTI FAMILY LOTS | 1 |
| ACREAGE OF MULTI FAMILY LOTS | 11.845 ACRES |
| NUMBER OF NON-RESIDENTIAL LOTS | 5 |
| ACREAGE OF NON-RESIDENTIAL LOTS | 1.795 ACRES |
| TOTAL NUMBER OF LOTS | 53 |

# MANOR HEIGHTS PHASE 2, SECTION 1B

27.686 ACRES

BEING A PORTION OF THOSE CERTAIN 157.9603 ACRE AND 90.0886 ACRE TRACTS, BOTH DESCRIBED IN DOCUMENT NO. 2019171725, AND IN CORRECTION DEED IN DOCUMENT NO. 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND A PORTION OF THAT CERTAIN 3.700 ACRE PORTION OF OLD KIMBRO ROAD IN DOCUMENT NO. 202152193, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154 CITY OF MANOR, TRAVIS COUNTY, TEXAS

Kimley»Horn
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Tel. No. (210) 541-9166
www.kimley-horn.com

| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|---|---|---|---|---|---|
| 1" = 100' | APS | JGM | 8/17/2021 | 069255703 | 2 OF 5 |

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DWG NAME: K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255703-MANOR HTS PHASE 2\DWG\PLATS\MANOR HEIGHTS 2-1B.DWG PLOTTED BY GONZALEZ, DAVID 8/17/2021 2:03 PM LAST SAVED 8/17/2021 1:59 PM

2021002237

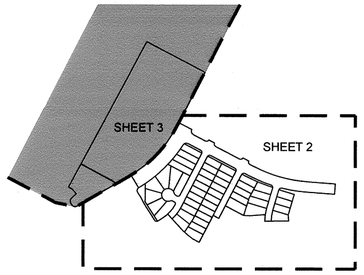
NORTH

GRAPHIC SCALE IN FEET

100 0 50 100 200

1" = 100' @ 18X24

## SHEET KEY




## LEGEND

| | |
|---|---|
| IRF | IRON ROD FOUND |
| IRFC | IRON ROD FOUND W/ CAP |
| IPF | IRON PIPE FOUND |
| P.O.B. | POINT OF BEGINNING |
| R.O.W. | RIGHT OF WAY |
| S.D.E. | SIGHT DISTANCE EASEMENT |
| OPRTC | OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS |
| . . . . | SIDEWALK |
| (A) | BLOCK IDENTIFIERS |

| CURVE TABLE | | | | |
|---|---|---|---|---|
| NO. | DELTA | RADIUS | LENGTH | CHORD BEARING | CHORD |
| C1 | 76°37'28" | 25.00' | 33.43' | N06°01'28"E | 31.00' |
| C2 | 6°04'52" | 533.10' | 56.58' | N47°22'38"E | 56.55' |
| C3 | 89°58'58" | 30.00' | 47.11' | S17°26'26"E | 42.42' |
| C4 | 90°00'00" | 20.00' | 31.42' | N72°34'05"E | 28.28' |
| C5 | 90°00'00" | 20.00' | 31.42' | S17°25'55"E | 28.28' |
| C6 | 90°00'00" | 20.00' | 31.42' | N72°34'05"E | 28.28' |
| C7 | 90°00'00" | 20.00' | 31.42' | S17°25'55"E | 28.28' |
| C8 | 23°23'02" | 1060.00' | 432.61' | S74°07'26"E | 429.62' |
| C9 | 84°16'56" | 20.00' | 29.42' | S61°43'42"W | 26.84' |
| C10 | 9°41'07" | 1140.00' | 192.71' | N80°58'23"W | 192.48' |
| C11 | 9°01'51" | 325.00' | 51.23' | N03°44'30"E | 51.17' |
| C12 | 9°40'04" | 275.00' | 46.40' | S52°26'08"W | 46.35' |
| C13 | 90°00'00" | 15.00' | 23.56' | S77°43'50"E | 21.21' |
| C14 | 4°30'37" | 300.00' | 23.62' | N30°28'31"W | 23.61' |
| C15 | 4°30'37" | 310.50' | 24.44' | N30°28'31"W | 24.44' |
| C16 | 91°47'54" | 25.00' | 40.05' | N13°10'07"E | 35.91' |
| C17 | 1°12'06" | 943.00' | 19.78' | S59°40'07"W | 19.78' |
| C18 | 0°50'10" | 1157.00' | 16.88' | S59°51'05"W | 16.88' |
| C19 | 31°31'01" | 943.00' | 518.72' | N43°18'34"E | 512.21' |
| C20 | 31°31'01" | 1000.00' | 550.07' | N43°18'34"E | 543.17' |
| C21 | 1°45'23" | 1000.00' | 30.65' | N28°25'45"E | 30.65' |
| C22 | 23°23'02" | 1100.00' | 448.94' | S74°07'26"E | 445.83' |
| C23 | 84°42'11" | 30.00' | 44.35' | S75°13'00"W | 40.42' |
| C24 | 90°00'00" | 20.00' | 31.42' | N17°25'55"W | 28.28' |
| C25 | 90°00'00" | 20.00' | 31.42' | S72°34'05"W | 28.28' |
| C26 | 90°00'00" | 20.00' | 31.42' | N17°25'55"W | 28.28' |
| C27 | 90°00'00" | 20.00' | 31.42' | S72°34'05"W | 28.28' |
| C28 | 88°13'37" | 20.00' | 30.80' | N27°34'13"W | 27.84' |
| C29 | 90°00'00" | 15.00' | 23.56' | N72°34'05"E | 21.21' |
| C30 | 52°01'12" | 15.00' | 13.62' | S36°25'19"E | 13.16' |
| C31 | 284°02'25" | 50.00' | 247.87' | S27°34'05"W | 61.54' |
| C32 | 52°01'12" | 15.00' | 13.62' | N88°26'31"W | 13.16' |
| C33 | 90°29'53" | 15.00' | 23.69' | N17°10'58"W | 21.31' |
| C34 | 20°02'27" | 300.00' | 104.93' | N37°35'19"E | 104.40' |
| C35 | 17°19'01" | 300.00' | 90.67' | S07°53'05"W | 90.33' |
| C36 | 17°19'01" | 275.00' | 83.12' | N07°53'05"E | 82.80' |
| C37 | 4°36'36" | 1255.00' | 100.97' | S64°44'13"E | 100.95' |
| C38 | 5°40'34" | 1255.00' | 124.33' | S69°52'47"E | 124.28' |
| C39 | 8°17'10" | 325.00' | 47.00' | N12°24'00"E | 46.96' |
| C40 | 9°15'07" | 1140.00' | 184.08' | S67°03'28"E | 183.88' |
| C41 | 20°02'49" | 325.00' | 113.71' | N37°35'30"E | 113.13' |
| C42 | 29°12'12" | 275.00' | 140.17' | S42°40'04"W | 138.65' |
| C43 | 26°12'10" | 1057.00' | 483.39' | N45°57'59"E | 479.19' |
| C44 | 88°16'44" | 25.00' | 38.52' | N76°25'38"W | 34.82' |

| LINE TABLE | | |
|---|---|---|
| NO. | BEARING | LENGTH |
| L1 | N32°17'16"W | 21.93' |
| L2 | N40°17'42"W | 46.07' |
| L3 | N61°40'04"W | 35.46' |
| L4 | S62°26'57"E | 114.00' |
| L5 | S62°25'55"E | 104.53' |
| L6 | S62°25'55"E | 50.00' |
| L7 | S62°25'55"E | 50.00' |
| L8 | S62°25'55"E | 35.45' |
| L9 | S85°48'57"E | 220.13' |
| L10 | S04°11'03"W | 80.00' |
| L11 | N85°48'57"W | 220.13' |
| L12 | S03°24'11"E | 46.91' |
| L13 | N87°02'40"W | 50.06' |
| L14 | N62°25'55"W | 50.00' |
| L15 | S62°25'55"E | 57.28' |
| L16 | N51°42'08"W | 53.72' |
| L17 | N46°57'55"W | 53.72' |
| L18 | S57°16'10"W | 50.27' |
| L19 | N32°43'50"W | 139.08' |
| L20 | N28°13'13"W | 39.54' |
| L21 | N32°43'50"W | 29.44' |
| L22 | N27°33'03"E | 39.32' |
| L23 | N27°33'03"E | 39.32' |
| L24 | N30°55'56"W | 114.00' |
| L25 | N62°25'55"W | 35.45' |
| L26 | N62°25'55"W | 34.50' |
| L27 | N62°25'55"W | 107.70' |
| L28 | N85°48'57"W | 846.55' |
| L29 | S85°54'35"E | 744.70' |
| L30 | N62°25'55"W | 16.45' |
| L31 | N62°25'55"W | 16.46' |




**GENERAL INFORMATION:**

| | |
|---|---|
| TOTAL ACREAGE | 27.686 ACRES |
| TOTAL LINEAR FEET OF ROW | 3,468' |
| LINEAR FEET OF 50' ROW | 1,593' |
| LINEAR FEET OF 80' ROW | 1,287' |
| LINEAR FEET OF 114' ROW | 589' |
| ACREAGE OF ROW | 5.526 ACRES |
| NUMBER OF SINGLE FAMILY LOTS | 47 |
| ACREAGE OF SINGLE FAMILY LOTS | 8.520 ACRES |
| NUMBER OF MULTI FAMILY LOTS | 1 |
| ACREAGE OF MULTI FAMILY LOTS | 11.845 ACRES |
| NUMBER OF NON-RESIDENTIAL LOTS | 5 |
| ACREAGE OF NON-RESIDENTIAL LOTS | 1.795 ACRES |
| TOTAL NUMBER OF LOTS | 53 |

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# MANOR HEIGHTS PHASE 2, SECTION 1B

## 27.686 ACRES

BEING A PORTION OF THOSE CERTAIN 157.9603 ACRE AND 90.0886 ACRE TRACTS, BOTH DESCRIBED IN DOCUMENT NO. 2019171725, AND IN CORRECTION DEED IN DOCUMENT NO. 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND A PORTION OF THAT CERTAIN 3.700 ACRE PORTION OF OLD KIMBRO ROAD IN DOCUMENT NO. 202152193, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154 CITY OF MANOR, TRAVIS COUNTY, TEXAS

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

| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|---|---|---|---|---|---|
| 1" = 100' | APS | JGM | 8/17/2021 | 069255703 | 3 OF 5 |

DWG NAME: K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255703-MANOR HTS PHASE 2\DWG\PLATS\MANOR HEIGHTS 2-1B.DWG PLOTTED BY GONZALEZ, DAVID 8/17/2021 2:03 PM LAST SAVED 8/17/2021 1:59 PM

2021002287

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

WHEREAS, FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, THE OWNER OF 27.686 ACRE TRACT LOCATED IN THE A.C. CALDWELL SURVEY NUMBER 52, ABSTRACT NUMBER 154, CITY OF MANOR, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 157.9603 ACRE TRACT OF LAND CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP INC., A PORTION OF THAT CERTAIN 90.0886 ACRE TRACT OF LAND CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP INC., AS DESCRIBED IN DOCUMENT NUMBER 2019171725, CORRECTED IN DOCUMENT NUMBER 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND A PORTION OF OLD KIMBRO ROAD, AN 80 FOOT WIDE RIGHT-OF-WAY, AND DO HEREBY SUBDIVIDE SAID, HAVING BEEN APPROVED FOR SUBDIVISION, PURSUANT TO THE PUBLIC NOTIFICATION AND HEARING PROVISION OF CHAPTER 212 AND 232 OF THE LOCAL GOVERNMENT CODE.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS "MANOR HEIGHTS PHASE 2, SECTION 1B" OF THE CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY SUBDIVIDES SAID 27.686 ACRES OF LAND OF SAID IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT TO BE KNOW AS "MANOR HEIGHTS PHASE 2, SECTION 1B" AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND PUBLIC EASEMENTS THEREON SHOWN FOR THE PURPOSED AND CONSIDERATION THEREIN EXPRESSED: SUBJECT TO ANY EASEMENT OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS DAY August 20, 2021

BY: _____
FORESTAR (USA) REAL ESTATE GROUP INC.,
A DELAWARE CORPORATION

2221 E. LAMAR BLVD., SUITE 790
ARLINGTON, TEXAS 76006

THE STATE OF Texas §
COUNTY OF Williamson §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Jeff Scott KNOWN TO ME TO BE THE PERSON OR AGENT WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 20 DAY OF August, 2021,

Karina Waleska Boice
NOTARY PUBLIC
NOTARY REGISTRATION NUMBER 13288022-0
MY COMMISSION EXPIRES: 01.11.2025
COUNTY OF Williamson
THE STATE OF TEXAS

KARINA WALESKA BOICE
Notary Public, State of Texas
Comm. Expires 01-11-2025
Notary ID 13288022-0

STATE OF TEXAS §
COUNTY OF TRAVIS §

I, ALEJANDRO E. GRANADOS RICO, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STAND POINT AND COMPLIES WITH THE ENGINEERING RELATED PORTION OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

THIS SITE IS LOCATED IN THE COTTONWOOD CREEK WATERSHED.

A PORTION OF THIS SITE LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48453C0505H, EFFECTIVE DATE SEPTEMBER 26, 2008, TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

Alejandro E. Granados Rico 8/17/2021
ALEJANDRO E. GRANADOS RICO, P.E.
REGISTERED PROFESSIONAL ENGINEER No. 130084
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD
AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759

STATE OF TEXAS
ALEJANDRO E. GRANADOS RICO
130084
LICENSED
PROFESSIONAL ENGINEER

STATE OF TEXAS §
COUNTY OF BEXAR §

I, JOHN G. MOSIER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEYING RELATED PORTIONS OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE IS TRUE AND CORRECT, AND WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

John G. Mosier 8-17-21
JOHN G. MOSIER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6330- STATE OF TEXAS
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
Ph. 210-321-3402
greg.mosier@kimley-horn.com

STATE OF TEXAS
REGISTERED
JOHN G. MOSIER
6330
PROFESSIONAL
LAND SURVEYOR

SURVEYOR'S NOTES

1. THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS).
2. ALL DISTANCES SHOWN HEREON ARE ON THE SURFACE. THE COMBINED SURFACE TO GRID SCALE FACTOR FOR THE PROJECT IS 0.99992097045. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.
3. ALL PROPERTY CORNERS OF THE LOTS IN THIS SUBDIVISION WILL BE MONUMENTED PRIOR TO LOTS SALES AND AFTER ROAD CONSTRUCTION WITH A 1/2-INCH IRON ROD WITH RED PLASTIC CAP STAMPED "KHA", UNLESS OTHERWISE NOTED.

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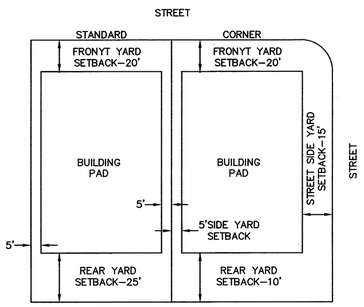
GENERAL NOTES:

1. PROPERTY OWNERS OF THE LOTS ON WHICH THE PUBLIC UTILITY EASEMENT OR THE UNDERGROUND STORM WATER DRAINAGE FACILITIES EASEMENT ARE LOCATED AS SHOWN ON THIS PLAT SHALL PROVIDE ACCESS TO THE CITY OF MANOR IN ORDER FOR THE CITY OF MANOR TO INSPECT AND MAINTAIN THE UNDERGROUND FACILITIES LOCATED WITHIN ANY OF SUCH EASEMENTS.
2. A 10' PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET RIGHTS OF WAY.
3. PUBLIC SIDEWALKS BUILT TO CITY OF MANOR STANDARDS, ARE REQUIRED ALONG ALL STREETS WITHIN THIS SUBDIVISION, THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE ADJOINING LOT BEING OCCUPIED, FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY. BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY.
4. DRIVEWAY AND DRAINAGE CONSTRUCTION STANDARDS SHALL BE IN ACCORDANCE WITH THE REQUIREMENT OF THE CITY OF MANOR STANDARDS UNLESS OTHERWISE SPECIFIED AND APPROVE BY THE CITY OF MANOR.
5. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO THE CITY OF MANOR WATER AND WASTEWATER SYSTEM.
6. NO BUILDINGS SHALL BE CONSTRUCTED OR MAINTAINED WITHIN THE PUBLIC UTILITIES EASEMENTS OR THE UNDERGROUND STORM WATER FACILITIES EASEMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF MANOR. THE CITY OF MANOR IS NOT RESPONSIBLE FOR THE DAMAGE TO OR REPLACING ANY PORTIONS OF ANY FENCING, LANDSCAPING OR OTHER IMPROVEMENTS CONSTRUCTED WITHIN ANY OF SUCH EASEMENTS WHICH WERE NOT APPROVED BY THE CITY OF MANOR BEFORE THEIR CONSTRUCTION DUE TO THE NECESSARY AND CUSTOMARY WORK BY THE CITY OF MANOR IN REPAIRING, MAINTAINING, OR REPLACING THE UNDERGROUND PIPES AND RELATED FACILITIES WITHIN SUCH EASEMENTS.
7. ALL STREETS, DRAINAGE IMPROVEMENTS, SIDEWALKS, WATER AND WASTEWATER LINES, AND EROSION CONTROLS SHALL BE CONSTRUCTED AND INSTALLED TO CITY OF MANOR STANDARDS.
8. EROSION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON INDIVIDUAL LOTS, INCLUDING DETACHED SINGLE FAMILY IN ACCORDANCE WITH SECTION 1.4.0 OF THE CITY OF AUSTIN ENVIRONMENTAL CRITERIA MANUAL (FEBRUARY 20, 2020).
9. ALL STREETS IN THE SUBDIVISION SHALL BE CONSTRUCTED TO CITY OF MANOR URBAN STREET STANDARDS. ALL STREETS WILL BE CONSTRUCTED WITH CURB AND GUTTER.
10. PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF MANOR.
11. THE SUBDIVISION OWNER/DEVELOPER AS IDENTIFIED ON THIS PLAT IS RESPONSIBLE FOR POSTING FISCAL SURETY FOR THE CONSTRUCTION OF ALL SIDEWALKS AS SHOWN OR LISTED ON THE PLAT, WHETHER INSTALLED BY THE OWNER/DEVELOPER OR INDIVIDUAL HOMEBUILDERS. IT IS THE RESPONSIBILITY OF THE OWNER/DEVELOPER TO ENSURE ALL SIDEWALKS ARE ADA COMPLIANT UNLESS A WAIVER HAS BEEN GRANTED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION.
12. THE BUILDING SETBACK LINES SHALL COMPLY WITH THE APPROVED MANOR HEIGHTS PUD (ORDINANCE NO. 534) AND ARE AS FOLLOWS:
    (SEE TYPICAL SETBACK DETAIL)
    FRONT YARD - 20'
    REAR YARD - 25'
    SIDE YARD - 5'
    STREET SIDE YARD - 15'
13. LOT 1, BLOCK A, LANDSCAPE LOT, LOT 13, BLOCK A, LANDSCAPE LOT, LOT 1, BLOCK B, LANDSCAPE LOT AND LOT 1, BLOCK C, LANDSCAPE LOT ARE DEDICATED TO THE HOMEOWNER ASSOCIATION. THE HOME OWNERS ASSOCIATION, AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HOA") SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL NON-RESIDENTIAL LOTS THAT ARE DEDICATED TO THE HOA.
14. PER THE APPROVED MANOR HEIGHTS PUD, MINIMUM SINGLE-FAMILY RESIDENTIAL LOT SHALL BE 6250 Sq.Ft. WITHIN PUD-SF-1 AND 3300 Sq.Ft. WITHIN PUD-MEDIUM DENSITY. THE MINIMUM HOME SIZES WILL COMPLY WITH THOSE SET FORTH IN THE MANOR HEIGHTS PUD OF 1500 Sq.Ft.
15. ACCESS TO NON-RESIDENTIAL LOTS SHALL BE PROVIDED TO THE CITY WHERE MAINTENANCE IS REQUIRED TO BE PERFORMED BY THE CITY IN ACCORDANCE WITH THAT CERTAIN DEVELOPMENT AGREEMENT (MANOR HEIGHTS) DATED EFFECTIVE NOVEMBER 7, 2018, AS AMENDED.




TYPICAL SETBACK DETAIL
NOT TO SCALE

CITY OF MANOR ACKNOWLEDGMENTS

THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF MANOR CORPORATE CITY LIMITS AS OF THIS DATE. 7th DAY OF Sept, 2021

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, ON THIS THE DATE. 11th DAY OF Aug, 2021.

APPROVED: _____
PHILIP TRYON, CHAIRPERSON

ATTEST: _____
LLUVIA ALMARAZ, CITY SECRETARY

ACCEPTED AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, ON THIS THE DATE. 11th DAY OF Aug, 2021

APPROVED: _____
DR. LARRY WALLACE JR., MAYOR

ATTEST: _____
LUVIA ALMARAZ, CITY SECRETARY

CITY OF MANOR
TEXAS

COUNTY OF TRAVIS:
STATE OF TEXAS:
KNOW ALL ME BY THESE PRESENTS:

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DATE. 19th DAY OF October, 2021 AT 12:39 O'CLOCK pm, DULY RECORDED ON THE DAY OF 19th DAY OF October, 20 21 AT 12:39 O'CLOCK p
IN THE PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER 202100287, OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 19th DAY OF October, 2021.

DANA DEBEAUVOIR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

BY: _____
DEPUTY
E. MEDINA

TRAVIS COUNTY TEXAS

# MANOR HEIGHTS PHASE 2, SECTION 1B

27.686 ACRES

BEING A PORTION OF THOSE CERTAIN 157.9603 ACRE AND 90.0886 ACRE TRACTS, BOTH DESCRIBED IN DOCUMENT NO. 2019171725, AND IN CORRECTION DEED IN DOCUMENT NO. 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND A PORTION OF THAT CERTAIN 3.700 ACRE PORTION OF OLD KIMBRO ROAD IN DOCUMENT NO. 202152193, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154 CITY OF MANOR, TRAVIS COUNTY, TEXAS

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| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|---|---|---|---|---|---|
| N/A | APS | JGM | 8/17/2021 | 069255703 | 4 OF 5 |

DWG NAME: K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255703-MANOR HTS PHASE 2\DWG\PLATS\MANOR HEIGHTS 2-1B.DWG PLOTTED BY GONZALEZ, DAVID 8/17/2021 2:03 PM LAST SAVED 8/17/2021 1:59 PM

202100237

**A METES AND BOUNDS DESCRIPTION OF A 27.686 ACRE TRACT OF LAND**

**BEING** a 27.686 acre (1,205,981 square feet) tract of land situated in the A.C. Caldwell Survey No. 52, Abstract No. 154, City of Manor, Travis County, Texas; being a portion of that certain 157.9603 acre tract of land and being a portion of that certain 90.0886 acre tract of land described in instrument to Forestar (USA) Real Estate Group Inc., recorded in Document No. 2019171725 corrected in Document No. 2019176021 of the Official Public Records of Travis County, and a portion of that certain 3.700 acre tract described in instrument to Forestar (USA) Real Estate Group Inc., recorded in Document No. 202152193, Official Public Records of Travis County; and being more particularly described as follows:

**COMMENCING** at a 1/2-inch iron rod with a plastic cap stamped "KHA" found on the southerly right-of-way line of said Old Kimbro Road marking the northwestern-most corner of a called 51.533 acre tract of land described in instrument to Chau Dinh and Km Pham recorded in Document No. 2014139510 of the Official Public Records of Travis County;

**THENCE**, North 85°48'57" West, 846.55 feet, along the southern right-of-way line of said Old Kimbro Road to a **POINT OF BEGINNING**;

**THENCE**, Along the southern right-of-way line of said Old Kinbro Road, the following two (2) courses and distances:
1. North 85°48'57" West, 220.13 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
2. in a northwesterly direction, along a tangent curve to the right, a central angle of 9°41'07", a radius of 1140.00 feet, a chord bearing and distance of North 80°58'23" West, 192.48 feet, and a total arc length of 192.71 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;

**THENCE**, crossing said 90.0886 acre tract, the following twenty-four (24) courses and distances:
1. in a southwesterly direction, along a tangent curve to the left, a central angle of 84°16'56", a radius of 20.00 feet, a chord bearing and distance of South 61°43'42" West, 26.84 feet, and a total arc length of 29.42 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
2. South 73°27'25" East, 124.97 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. South 16°33'21" West, 165.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
4. South 3°24'11" East, 46.91 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
5. South 89°13'23" West, 184.61 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
6. in a northeasterly direction, along a tangent reverse curve to the right a central angle of 9°1'51", a radius of 325.00 feet, a chord bearing and distance of North 3°44'30" East, 51.17 feet, and a total arc length of 51.23 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
7. South 85°44'38" West, 117.72.06 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
8. North 87°2'40" West, 50.06 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
9. North 62°25'55" West, 160.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
10. South 27°34'5" West, 110.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
11. North 62°25'55" West, 50.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
12. South 27°34'5" West, 235.78 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
13. South 62°25'55" East, 57.28 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
14. North 51°42'8" West, 53.72 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
15. North 46°57'55" West, 53.72 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
16. North 42°18'43" West, 164.87 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
17. in a southwesterly direction, along a tangent curve to the right, a central angle of 9°40'4", a radius of 275.00 feet, a chord bearing and distance of South 52°26'8" West, 46.35 feet, and a total arc length of 46.40 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
18. South 57°16'10" West, 50.27 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
19. in a southeasterly direction, along a tangent reverse curve to the right a central angle of 90°00'00", a radius of 15.00 feet, a chord bearing and distance of South 77°43'50" East, 21.21 feet, and a total arc length of 23.56 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
20. North 32°43'50" West, 139.08 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
21. in a northwesterly direction, along a tangent reverse curve to the right a central angle of 4°30'37", a radius of 300.00 feet, a chord bearing and distance of North 30°28'31" West, 23.61 feet, and a total arc length of 23.62 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
22. North 28°13'13" West, 39.54 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
23. in a northwesterly direction, along a tangent curve to the left a central angle of 4°30'37", a radius of 310.50 feet, a chord bearing and distance of North 30°28'31" West, 24.44 feet, and a total arc length of 24.44 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
24. North 32°43'50" West, 29.44 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
25. in a northeasterly direction, along a tangent reverse curve to the right a central angle of 91°47'54", a radius of 25.00 feet, a chord bearing and distance of North 13°10'07" East, 35.91 feet, and a total arc length of 40.05 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;

**THENCE**, departing the southwesterly boundary line of said 90.0886 acre tract and crossing said Old Kimbro Road, the following four (4) courses and distances:
1. North 30°55'56" West, 114.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
2. in a southwesterly direction, along a tangent curve to the left, a central angle of 1°12'6", a radius of 943.00 feet, a chord bearing and distance of South 59°40'07" West, 19.78 feet, and a total arc length of 19.78 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. South 60°16'10" West, 450.78 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
4. in a southwesterly direction, along a non-tangent curve to the left, a central angle of 0°50'10", a radius of 1157.00 feet, a chord bearing and distance of South 59°51'05" West, 16.88 feet, and a total arc length of 16.88 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;

**THENCE**, departing the southeasterly right-of-way line of and said Old Kimbro Road, the following four (4) courses and distances:
1. in a northwesterly direction, along a tangent reverse curve to the right a central angle of 88°16'44", a radius of 25.00 feet, a chord bearing and distance of North 76°25'38" West, 34.82 feet, and a total arc length of 38.52 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
2. North 32°17'16" West, 21.93 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. North 40°17'42" West, 46.07 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
4. North 61°40'04" West, 35.46 feet to a 5/8-inch iron rod found marking the southwestern-most corner of aforesaid 157.9603 acre tract on the southeasterly line of Lot 1 of J.F. Nagle Estates, plat of which recorded in Document No. 199900207 of the Official Public Records of Travis County;

**THENCE**, along the boundary of said Lot 1, the following two (2) courses and distances:
1. North 28°18'06" East, 1281.19 feet to a 1/2-inch iron rod found for corner;
2. South 62°26'50" East, 508.24 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set marking the easterly southeast corner of said Lot 1, same being the southwest corner of a called 3.469 acre tract of land described in instrument to Forestar (USA) Real Estate, Inc. recorded in Document No. 2019171724 of the Official Public Records of Travis County;

**THENCE**, departing from said Lot 1 and said 3.469 acre tract and crossing said 157.9603 acre tract, the following fourteen (14) courses and distances:
1. South 27°30'26" West, 441.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
2. South 62°26'57" East, 114.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. in a southeasterly direction, along a non-tangent curve to the left, a central angle of 89°58'58", a radius of 30.00 feet, a chord bearing and distance of South 17°26'26" East, 42.42 feet, and a total arc length of 47.11 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
4. South 62°25'55" East, 104.53 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
5. in a northeasterly direction, along a tangent curve to the left, a central angle of 90°00'00", a radius of 20.00 feet, a chord bearing and distance of North 72°34'05" East, 28.28 feet, and a total arc length of 31.42 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
6. South 62°25'55" East, 50.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
7. in a southeasterly direction, along a non-tangent curve to the left, a central angle of 90°00'00", a radius of 20.00 feet, a chord bearing and distance of South 17°25'55" East, 28.28 feet, and a total arc length of 31.42 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for point of tangency;
8. South 62°25'55" East, 210.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
9. in a northeasterly direction, along a tangent curve to the left, a central angle of 90°00'00", a radius of 20.00 feet, a chord bearing and distance of North 72°34'05" East, 28.28 feet, and a total arc length of 31.42 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
10. South 62°25'55" East, 50.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
11. in a southeasterly direction, along a non-tangent curve to the left, a central angle of 90°00'00", a radius of 20.00 feet, a chord bearing and distance of South 17°25'55" East, 28.28 feet, and a total arc length of 31.42 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
12. South 62°25'55" East, 35.45 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
13. in a southeasterly direction, along a tangent curve to the left, a central angle of 23°23'02", a radius of 1060.00 feet, a chord bearing and distance of South 74°07'26" East, 429.62 feet, and a total arc length of 432.61 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
14. South 85°48'57" East, 220.13 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner on the northerly right-of-way line of aforesaid Old Kimbro Road;

**THENCE**, South 4°11'03" West, 80.00 feet, departing the northerly right-of-way line of said Old Kimbro Road to the **POINT OF BEGINNING**, and containing 27.686 acres of land in Travis County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD'83). All distances are on the surface and shown in U.S. Survey Feet. To convert grid distances to grid, apply the combined SURFACE to GRID scale factor of 0.99992097045. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

LOT TABLE

| LOT NO. | ACRES | SQ. FT. |
|---|---|---|
| BLOCK A LOT 1-LANDSCAPE | 0.049 | 2,129 |
| BLOCK A LOT 2 | 0.184 | 8,008 |
| BLOCK A LOT 3 | 0.192 | 8,343 |
| BLOCK A LOT 4 | 0.202 | 8,788 |
| BLOCK A LOT 5 | 0.215 | 9,360 |
| BLOCK A LOT 6 | 0.247 | 10,779 |
| BLOCK A LOT 7 | 0.277 | 12,058 |
| BLOCK A LOT 8 | 0.309 | 13,472 |
| BLOCK A LOT 9 | 0.251 | 10,927 |
| BLOCK A LOT 10 | 0.243 | 10,567 |
| BLOCK A LOT 11 | 0.223 | 9,696 |
| BLOCK A LOT 12 | 0.275 | 11,965 |
| BLOCK A LOT 13-LANDSCAPE | 0.190 | 8,291 |
| BLOCK B LOT 1-LANDSCAPE | 0.082 | 3,580 |
| BLOCK B LOT 2 | 0.158 | 6,874 |
| BLOCK B LOT 3 | 0.143 | 6,250 |
| BLOCK B LOT 4 | 0.143 | 6,250 |
| BLOCK B LOT 5 | 0.143 | 6,250 |
| BLOCK B LOT 6 | 0.143 | 6,250 |
| BLOCK B LOT 7 | 0.143 | 6,250 |
| BLOCK B LOT 8 | 0.143 | 6,250 |
| BLOCK B LOT 9 | 0.143 | 6,250 |
| BLOCK B LOT 10 | 0.155 | 6,736 |
| BLOCK B LOT 11 | 0.181 | 7,884 |
| BLOCK B LOT 12 | 0.191 | 8,332 |
| BLOCK B LOT 18 | 0.196 | 8,532 |
| BLOCK B LOT 19 | 0.149 | 6,472 |
| BLOCK B LOT 20 | 0.144 | 6,262 |
| BLOCK B LOT 21 | 0.143 | 6,250 |
| BLOCK B LOT 22 | 0.143 | 6,250 |
| BLOCK B LOT 23 | 0.143 | 6,250 |
| BLOCK B LOT 24 | 0.143 | 6,250 |
| BLOCK B LOT 25 | 0.143 | 6,250 |
| BLOCK B LOT 26 | 0.143 | 6,250 |
| BLOCK B LOT 27 | 0.143 | 6,250 |
| BLOCK B LOT 28 | 0.143 | 6,250 |
| BLOCK B LOT 29 | 0.158 | 6,874 |
| BLOCK C LOT 1-LANDSCAPE | 0.080 | 3,465 |
| BLOCK C LOT 2 | 0.161 | 7,033 |
| BLOCK C LOT 3 | 0.156 | 6,800 |
| BLOCK C LOT 4 | 0.156 | 6,816 |
| BLOCK C LOT 5 | 0.164 | 7,133 |
| BLOCK C LOT 6 | 0.268 | 11,680 |
| BLOCK C LOT 13 | 0.281 | 12,244 |
| BLOCK C LOT 14 | 0.192 | 8,357 |
| BLOCK C LOT 15 | 0.181 | 7,898 |
| BLOCK C LOT 16 | 0.189 | 8,231 |
| BLOCK D LOT 1 | 0.158 | 6,875 |
| BLOCK D LOT 2 | 0.158 | 6,874 |
| BLOCK D LOT 3 | 0.158 | 6,873 |
| BLOCK D LOT 4 | 0.197 | 8,601 |
| BLOCK M LOT 1 - NEIGHBORHOOD BUSINESS | 1.394 | 60,713 |
| BLOCK M LOT 2 - MEDIUM DENSITY | 11.845 | 515,982 |
| BOUNDARY | 27.686 | 1,205,981 |
| R.O.W. | 5.526 | 240,723 |

# MANOR HEIGHTS PHASE 2, SECTION 1B

27.686 ACRES

BEING A PORTION OF THOSE CERTAIN 157.9603 ACRE AND 90.0886 ACRE TRACTS, BOTH DESCRIBED IN DOCUMENT NO. 2019171725, AND IN CORRECTION DEED IN DOCUMENT NO. 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND A PORTION OF THAT CERTAIN 3.700 ACRE PORTION OF OLD KIMBRO ROAD IN DOCUMENT NO. 202152193, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154 CITY OF MANOR, TRAVIS COUNTY, TEXAS

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

| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|---|---|---|---|---|---|
| N/A | APS | JGM | 8/17/2021 | 069255703 | 5 OF 5 |

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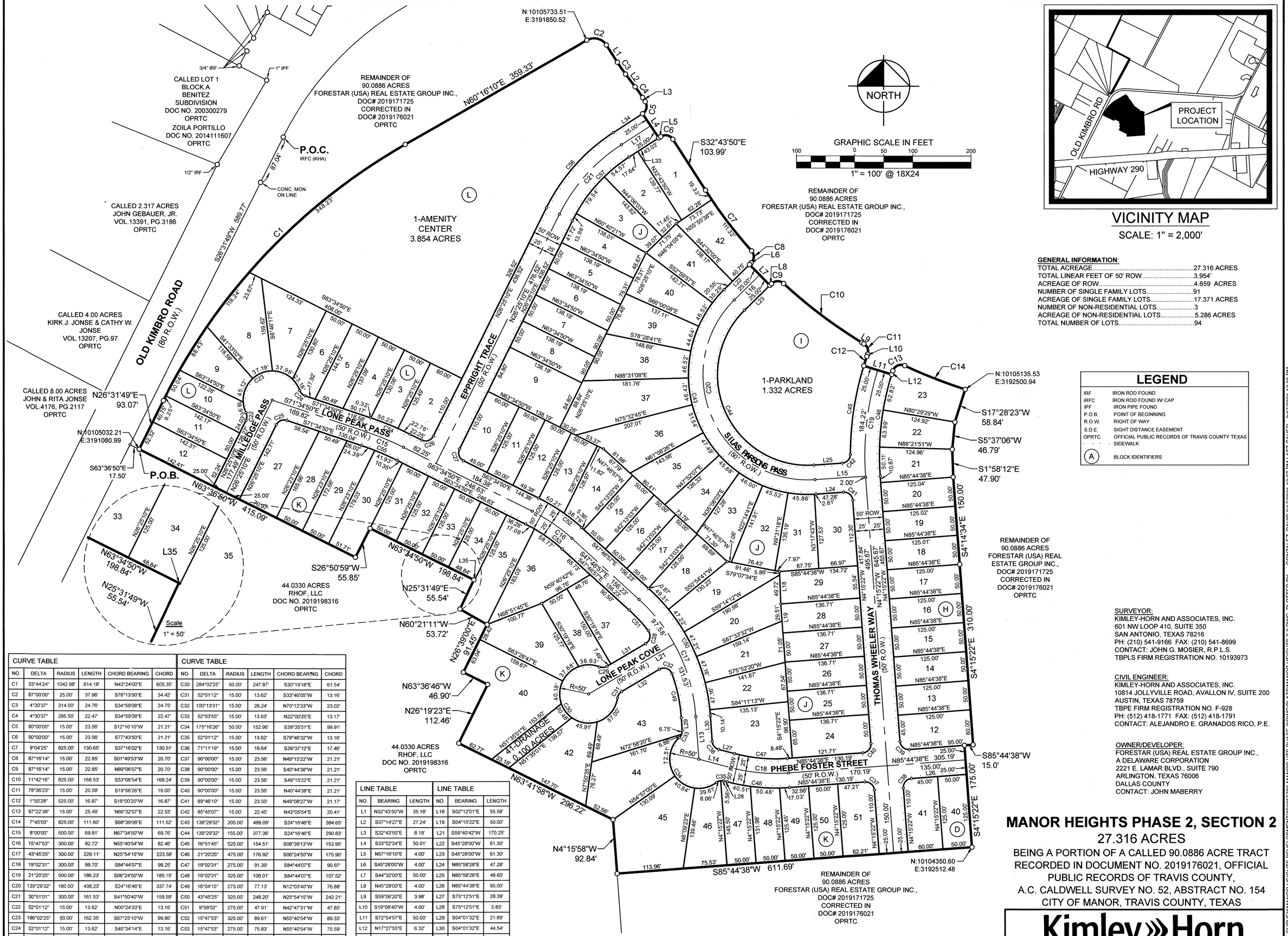
DWG NAME: K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255703-MANOR HTS PHASE 2\DWG\PLATS\MANOR HEIGHTS 2-1B.DWG PLOTTED BY GONZALEZ, DAVID 8/17/2021 2:03 PM LAST SAVED 8/17/2021 1:59 PM

09.22.2021 $102.00 2021002221

Item 19.







## VICINITY MAP

SCALE: 1" = 2,000'

**GENERAL INFORMATION:**

| | |
|---|---|
| TOTAL ACREAGE | 27.316 ACRES |
| TOTAL LINEAR FEET OF 50' ROW | 3,954' |
| ACREAGE OF ROW | 4.659 ACRES |
| NUMBER OF SINGLE FAMILY LOTS | 91 |
| ACREAGE OF SINGLE FAMILY LOTS | 17.371 ACRES |
| NUMBER OF NON-RESIDENTIAL LOTS | 3 |
| ACREAGE OF NON-RESIDENTIAL LOTS | 5.286 ACRES |
| TOTAL NUMBER OF LOTS | 94 |

## LEGEND

| | |
|---|---|
| IRF | IRON ROD FOUND |
| IRFC | IRON ROD FOUND W/ CAP |
| IPF | IRON PIPE FOUND |
| P.O.B. | POINT OF BEGINNING |
| R.O.W. | RIGHT OF WAY |
| S.D.E. | SIGHT DISTANCE EASEMENT |
| OPRTC | OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS |
| · · · · | SIDEWALK |
| (A) | BLOCK IDENTIFIERS |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| NO. | DELTA | RADIUS | LENGTH | CHORD BEARING | CHORD |
| C1 | 33°44'24" | 1042.98' | 614.18' | N43°24'00"E | 605.35' |
| C2 | 87°00'00" | 25.00' | 37.96' | S76°13'50"E | 34.42' |
| C3 | 4°30'37" | 314.50' | 24.76' | S34°59'08"E | 24.75' |
| C4 | 4°30'37" | 285.50' | 22.47' | S34°59'08"E | 22.47' |
| C5 | 90°00'00" | 15.00' | 23.56' | S12°16'10"W | 21.21' |
| C6 | 90°00'00" | 15.00' | 23.56' | S77°43'50"E | 21.21' |
| C7 | 9°04'25" | 825.00' | 130.65' | S37°16'02"E | 130.51' |
| C8 | 87°16'14" | 15.00' | 22.85' | S01°49'53"W | 20.70' |
| C9 | 87°16'14" | 15.00' | 22.85' | N89°06'07"E | 20.70' |
| C10 | 11°42'16" | 825.00' | 168.53' | S53°06'54"E | 168.24' |
| C11 | 78°36'23" | 15.00' | 20.58' | S19°56'26"E | 19.00' |
| C12 | 1°50'28" | 525.00' | 16.87' | S18°00'20"W | 16.87' |
| C13 | 97°22'38" | 15.00' | 25.49' | N66°32'07"E | 22.53' |
| C14 | 7°45'03" | 825.00' | 111.60' | S68°39'06"E | 111.52' |
| C15 | 8°00'00" | 500.00' | 69.81' | N67°34'50"W | 69.76' |
| C16 | 15°47'53" | 300.00' | 82.72' | N55°40'54"W | 82.46' |
| C17 | 43°45'25" | 300.00' | 229.11' | N25°54'15"W | 223.58' |
| C18 | 19°02'31" | 300.00' | 99.70' | S84°44'07"E | 99.25' |
| C19 | 21°20'25" | 500.00' | 186.23' | S06°24'50"W | 185.15' |
| C20 | 139°29'32" | 180.00' | 438.23' | S24°16'46"E | 337.74' |
| C21 | 30°51'01" | 300.00' | 161.53' | S41°50'40"W | 159.59' |
| C22 | 52°01'12" | 15.00' | 13.62' | N00°24'33"E | 13.16' |
| C23 | 186°02'25" | 50.00' | 162.35' | S67°25'10"W | 99.86' |
| C24 | 52°01'12" | 15.00' | 13.62' | S45°34'14"E | 13.16' |
| C25 | 82°00'00" | 15.00' | 21.47' | S67°25'10"W | 19.68' |
| C26 | 90°00'00" | 15.00' | 23.56' | N71°25'10"E | 21.21' |
| C27 | 90°00'00" | 15.00' | 23.56' | S18°34'50"E | 21.21' |
| C28 | 97°28'47" | 15.00' | 25.52' | N10°56'18"E | 22.55' |
| C29 | 52°01'12" | 15.00' | 13.62' | N85°41'18"E | 13.16' |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| NO. | DELTA | RADIUS | LENGTH | CHORD BEARING | CHORD |
| C30 | 284°02'25" | 50.00' | 247.87' | S30°19'18"E | 61.54' |
| C31 | 52°01'12" | 15.00' | 13.62' | S33°40'05"W | 13.16' |
| C32 | 100°13'31" | 15.00' | 26.24' | N70°12'33"W | 23.02' |
| C33 | 52°03'55" | 15.00' | 13.63' | N22°00'25"E | 13.17' |
| C34 | 175°16'26" | 50.00' | 152.96' | S39°35'51"E | 99.91' |
| C35 | 52°01'12" | 15.00' | 13.62' | S78°46'32"W | 13.16' |
| C36 | 71°11'19" | 15.00' | 18.64' | S39°37'12"E | 17.46' |
| C37 | 90°00'00" | 15.00' | 23.56' | N49°15'22"W | 21.21' |
| C38 | 90°00'00" | 15.00' | 23.56' | S40°44'38"W | 21.21' |
| C39 | 90°00'00" | 15.00' | 23.56' | S49°15'22"E | 21.21' |
| C40 | 90°00'00" | 15.00' | 23.56' | N40°44'38"E | 21.21' |
| C41 | 89°46'10" | 15.00' | 23.50' | N49°08'27"W | 21.17' |
| C42 | 85°45'07" | 15.00' | 22.45' | N43°05'54"E | 20.41' |
| C43 | 139°29'32" | 205.00' | 499.09' | S24°16'46"E | 384.65' |
| C44 | 139°29'32" | 155.00' | 377.36' | S24°16'46"E | 290.83' |
| C45 | 16°51'45" | 525.00' | 154.51' | S08°39'13"W | 153.95' |
| C46 | 21°20'25" | 475.00' | 176.92' | S06°24'50"W | 175.90' |
| C47 | 19°02'31" | 275.00' | 91.39' | S84°44'07"E | 90.97' |
| C48 | 19°02'31" | 325.00' | 108.01' | S84°44'07"E | 107.52' |
| C49 | 16°04'15" | 275.00' | 77.13' | N12°03'40"W | 76.88' |
| C50 | 43°45'25" | 325.00' | 248.20' | N25°54'15"W | 242.21' |
| C51 | 9°58'52" | 275.00' | 47.91' | N42°47'31"W | 47.85' |
| C52 | 15°47'53" | 325.00' | 89.61' | N55°40'54"W | 89.33' |
| C53 | 15°47'53" | 275.00' | 75.83' | N55°40'54"W | 75.59' |
| C54 | 8°00'00" | 525.00' | 73.30' | N67°34'50"W | 73.24' |
| C55 | 8°00'00" | 475.00' | 66.32' | N67°34'50"W | 66.27' |
| C56 | 30°51'01" | 325.00' | 174.99' | S41°50'40"W | 172.89' |
| C57 | 30°51'01" | 275.00' | 148.07' | S41°50'40"W | 146.29' |

| LINE TABLE | | | | | |
|---|---|---|---|---|---|
| NO. | BEARING | LENGTH | NO. | BEARING | LENGTH |
| L1 | N32°43'50"W | 35.18' | L18 | S02°12'01"E | 55.58' |
| L2 | S37°14'27"E | 27.24' | L19 | S04°15'22"E | 50.00' |
| L3 | S32°43'50"E | 8.19' | L21 | S59°40'42"W | 170.25' |
| L4 | S33°52'34"E | 50.01' | L22 | S45°28'00"W | 61.30' |
| L5 | N57°16'10"E | 4.00' | L23 | S45°28'00"W | 61.30' |
| L6 | S45°28'00"W | 4.00' | L24 | N85°58'28"E | 47.28' |
| L7 | S44°32'00"E | 50.00' | L25 | N85°58'28"E | 48.60' |
| L8 | N45°28'00"E | 4.00' | L26 | N85°44'38"E | 95.00' |
| L9 | S59°06'20"E | 3.98' | L27 | S75°12'51"E | 28.39' |
| L10 | S19°08'40"W | 4.00' | L28 | S75°12'51"E | 5.83' |
| L11 | S72°54'57"E | 50.00' | L29 | S04°01'32"E | 21.89' |
| L12 | N17°27'55"E | 6.32' | L30 | S04°01'32"E | 44.54' |
| L13 | S04°01'32"E | 73.17' | L31 | S59°40'42"W | 69.37' |
| L14 | S75°12'51"E | 57.07' | L32 | S59°40'42"W | 74.94' |
| L15 | N85°58'28"E | 87.12' | L33 | N57°16'10"E | 60.67' |
| L16 | S45°28'00"W | 61.30' | L34 | N57°16'10"E | 59.67' |
| L17 | N57°16'10"E | 60.17' | L35 | N63°34'50"W | 1.16' |

**SURVEYOR:**
KIMLEY-HORN AND ASSOCIATES, INC.
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH: (210) 541-9166 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

**CIVIL ENGINEER:**
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759
TBPE FIRM REGISTRATION NO. F-928
PH: (512) 418-1771 FAX: (512) 418-1791
CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

**OWNER/DEVELOPER:**
FORESTAR (USA) REAL ESTATE GROUP INC.,
A DELAWARE CORPORATION
2221 E. LAMAR BLVD., SUITE 790
ARLINGTON, TEXAS 76006
DALLAS COUNTY
CONTACT: JOHN MABERRY

# MANOR HEIGHTS PHASE 2, SECTION 2

## 27.316 ACRES

BEING A PORTION OF A CALLED 90.0886 ACRE TRACT RECORDED IN DOCUMENT NO. 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154 CITY OF MANOR, TRAVIS COUNTY, TEXAS


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


| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|---|---|---|---|---|---|
| 1" = 100' | APS | JGM | 8/10/2021 | 069255703 | 1 OF 3 |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DWG NAME: K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255703-MANOR HTS PHASE 2\DWG\PLATS\MANOR HEIGHTS 2-2.DWG PLOTTED BY GONZALEZ, DAVID 8/17/2021 12:37 PM LAST SAVED 8/17/2021 12:36 PM

2021000221

Item 19.

THE STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS: §
COUNTY OF TRAVIS §

WHEREAS, FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, THE OWNER OF 27.316 ACRE TRACT LOCATED IN THE A.C. CALDWELL SURVEY NUMBER 52, ABSTRACT NUMBER 154, CITY OF MANOR, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 90.0886 ACRE TRACT OF LAND CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP INC., AS DESCRIBED IN DOCUMENT NUMBER 2019171725, CORRECTED IN DOCUMENT NUMBER 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID, HAVING BEEN APPROVED FOR SUBDIVISION, PURSUANT TO THE PUBLIC NOTIFICATION AND HEARING PROVISION OF CHAPTER 212 AND 232 OF THE LOCAL GOVERNMENT CODE.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS "MANOR HEIGHTS PHASE 2, SECTION 2" OF THE CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY SUBDIVIDES SAID 27.316 ACRES OF LAND OF SAID IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT TO BE KNOW AS "MANOR HEIGHTS PHASE 2, SECTION 2" AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND PUBLIC EASEMENTS THEREON SHOWN FOR THE PURPOSED AND CONSIDERATION THEREIN EXPRESSED: SUBJECT TO ANY EASEMENT OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS DAY August 20 2021.

BY: _____
FORESTAR (USA) REAL ESTATE GROUP INC.,
A DELAWARE CORPORATION

2221 E. LAMAR BLVD. SUITE 790
ARLINGTON, TEXAS 76006

THE STATE OF TEXAS §
COUNTY OF Williamson §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Jeff Scott KNOWN TO ME TO BE THE PERSON OR AGENT WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 20 DAY OF August, 2021,

Karina Waleska Boice
NOTARY PUBLIC
NOTARY REGISTRATION NUMBER 13288022-0
MY COMMISSION EXPIRES: 01.11.2025
COUNTY OF WILLIAMSON
THE STATE OF TEXAS

KARINA WALESKA BOICE
Notary Public, State of Texas
Comm. Expires 01-11-2025
Notary ID 13288022-0

STATE OF TEXAS §
COUNTY OF TRAVIS §

I, ALEJANDRO E. GRANADOS RICO, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STAND POINT AND COMPLIES WITH THE ENGINEERING RELATED PORTION OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

THIS SITE IS LOCATED IN THE COTTONWOOD CREEK WATERSHED.

NO PORTION OF THIS SITE LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48453C0505H, EFFECTIVE DATE SEPTEMBER 26, 2008, TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

ALEJANDRO E. GRANADOS RICO, P.E.
REGISTERED PROFESSIONAL ENGINEER No. 130084
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD
AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759

STATE OF TEXAS
ALEJANDRO E. GRANADOS RICO
130084
LICENSED
PROFESSIONAL ENGINEER

8/17/2021

STATE OF TEXAS §
COUNTY OF BEXAR §

I, JOHN G. MOSIER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEYING RELATED PORTIONS OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE IS TRUE AND CORRECT, AND WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

JOHN G. MOSIER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6330 - STATE OF TEXAS
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
Ph. 210-321-3402
greg.mosier@kimley-horn.com

STATE OF TEXAS
REGISTERED
JOHN G. MOSIER
6330
PROFESSIONAL
LAND SURVEYOR

SURVEYOR'S NOTES

1. THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS).
2. ALL DISTANCES SHOWN HEREON ARE ON THE SURFACE. THE COMBINED SURFACE TO GRID SCALE FACTOR FOR THE PROJECT IS 0.99992097045. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.
3. ALL PROPERTY CORNERS OF THE LOTS IN THIS SUBDIVISION WILL BE MONUMENTED PRIOR TO LOTS SALES AND AFTER ROAD CONSTRUCTION WITH A 1/2-INCH IRON ROD WITH RED PLASTIC CAP STAMPED "KHA", UNLESS OTHERWISE NOTED.

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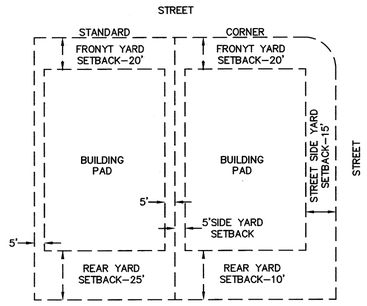
GENERAL NOTES:

1. PROPERTY OWNERS OF THE LOTS ON WHICH THE PUBLIC UTILITY EASEMENT OR THE UNDERGROUND STORM WATER DRAINAGE FACILITIES EASEMENT ARE LOCATED AS SHOWN ON THIS PLAT SHALL PROVIDE ACCESS TO THE CITY OF MANOR IN ORDER FOR THE CITY OF MANOR TO INSPECT AND MAINTAIN THE UNDERGROUND FACILITIES LOCATED WITHIN ANY OF SUCH EASEMENTS.
2. A 10' PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET RIGHTS OF WAY.
3. PUBLIC SIDEWALKS BUILT TO CITY OF MANOR STANDARDS, ARE REQUIRED ALONG ALL STREETS WITHIN THIS SUBDIVISION, THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE ADJOINING LOT BEING OCCUPIED, FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY. BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY.
4. DRIVEWAY AND DRAINAGE CONSTRUCTION STANDARDS SHALL BE IN ACCORDANCE WITH THE REQUIREMENT OF THE CITY OF MANOR STANDARDS UNLESS OTHERWISE SPECIFIED AND APPROVE BY THE CITY OF MANOR.
5. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO THE CITY OF MANOR WATER AND WASTEWATER SYSTEM.
6. NO BUILDINGS SHALL BE CONSTRUCTED OR MAINTAINED WITHIN THE PUBLIC UTILITIES EASEMENTS OR THE UNDERGROUND STORM WATER FACILITIES EASEMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF MANOR. THE CITY OF MANOR IS NOT RESPONSIBLE FOR THE DAMAGE TO OR REPLACING ANY PORTIONS OF ANY FENCING, LANDSCAPING OR OTHER IMPROVEMENTS CONSTRUCTED WITHIN ANY OF SUCH EASEMENTS WHICH WERE NOT APPROVED BY THE CITY OF MANOR BEFORE THEIR CONSTRUCTION DUE TO THE NECESSARY AND CUSTOMARY WORK BY THE CITY OF MANOR IN REPAIRING, MAINTAINING, OR REPLACING THE UNDERGROUND PIPES AND RELATED FACILITIES WITHIN SUCH EASEMENTS.
7. ALL STREETS, DRAINAGE IMPROVEMENTS, SIDEWALKS, WATER AND WASTEWATER LINES, AND EROSION CONTROLS SHALL BE CONSTRUCTED AND INSTALLED TO CITY OF MANOR STANDARDS.
8. EROSION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON INDIVIDUAL LOTS, INCLUDING DETACHED SINGLE FAMILY IN ACCORDANCE WITH SECTION 1.4.0 OF THE CITY OF AUSTIN ENVIRONMENTAL CRITERIA MANUAL (FEBRUARY 20, 2020.
9. ALL STREETS IN THE SUBDIVISION SHALL BE CONSTRUCTED TO CITY OF MANOR URBAN STREET STANDARDS. ALL STREETS WILL BE CONSTRUCTED WITH CURB AND GUTTER.
10. PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF MANOR.
11. THE SUBDIVISION OWNER/DEVELOPER AS IDENTIFIED ON THIS PLAT IS RESPONSIBLE FOR POSTING FISCAL SURETY FOR THE CONSTRUCTION OF ALL SIDEWALKS AS SHOWN OR LISTED ON THE MANOR HEIGHTS PHASE 2 SECTION 2 FINAL PLAT, WHETHER INSTALLED BY THE OWNER/DEVELOPER OR INDIVIDUAL HOMEBUILDERS. IT IS THE RESPONSIBILITY OF THE OWNER/DEVELOPER TO ENSURE ALL SIDEWALKS ARE ADA COMPLIANT UNLESS A WAIVER HAS BEEN GRANTED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION.
12. THE BEARINGS SHOWN HEREON ARE TIED TO THE TEXAS STATE PLANE COORDINATE SYSTEM GRID, CENTRAL ZONE 4203 (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). ALL DISTANCES AND COORDINATES SHOWN HEREON ARE ON THE SURFACE. THE COMBINED SURFACE TO GRID SCALE FACTOR IS 0.99992097045. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.
13. THE BUILDING SETBACK LINES SHALL COMPLY WITH THE APPROVED MANOR HEIGHTS PUD (ORDINANCE NO. 534) AND ARE AS FOLLOWS:
    (SEE TYPICAL SETBACK DETAIL)
    FRONT YARD - 20'
    REAR YARD - 25'
    SIDE YARD - 5'
    STREET SIDE YARD - 15'
14. THE HOME OWNERS ASSOCIATION, AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HOA") SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL NON-RESIDENTIAL LOTS THAT ARE DEDICATED TO THE HOA.
15. PER THE APPROVED MANOR HEIGHTS PUD, MINIMUM SINGLE-FAMILY RESIDENTIAL LOT SHALL BE 6250 Sq.Ft. WITHIN PUD-SF-1 AND 3300 Sq.Ft. WITHIN PUD-MEDIUM DENSITY. THE MINIMUM HOME SIZES WILL COMPLY WITH THOSE SET FORTH IN THE MANOR HEIGHTS PUD OF 1500 Sq.Ft.
16. LOT 41, BLOCK K, OPEN SPACE DRAINAGE LOT, IS DEDICATED TO THE HOMEOWNER ASSOCIATION. THE HOMEOWNER ASSOCIATION, AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HOA") SHALL BE RESPONSIBLE FOR MAINTENANCE OF LOT 41, BLOCK K, OPEN SPACE DRAINAGE LOT IN ACCORDANCE WITH THAT CERTAIN DEVELOPMENT AGREEMENT (MANOR HEIGHTS) DATED EFFECTIVE NOVEMBER 7, 2018, AS AMENDED (THE "DEVELOPMENT AGREEMENT"). THE CITY OF MANOR WILL MAINTAIN THE PUBLIC STORM INFRASTRUCTURE IN LOT 41, BLOCK K, OPEN SPACE DRAINAGE LOT.
17. DEDICATION AND CONVEYANCE OF LOT 1, BLOCK I, PARKLAND SHALL BE MADE TO THE CITY OF MANOR, TEXAS IN ACCORDANCE WITH WITH THAT CERTAIN DEVELOPMENT AGREEMENT (MANOR HEIGHTS) DATED EFFECTIVE NOVEMBER 7, 2018, AS AMENDED (THE "DEVELOPMENT AGREEMENT"). THE OWNER/DEVELOPER SHALL ENTER INTO A LICENSE AGREEMENT WITH THE CITY IN SUBSTANTIALLY THE FORM PROVIDED IN THE DEVELOPMENT AGREEMENT. THE CITY SHALL BE RESPONSIBLE FOR MAINTENANCE OF LOT 1, BLOCK I, PARKLAND UPON THE TERMINATION OF THE LICENSE AGREEMENT OR THE TERMINATION OF THE MAINTENANCE PERIOD PROVIDED IN THE DEVELOPMENT AGREEMENT, WHICHEVER IS LONGER.
18. LOT 1, BLOCK L, AMENITY CENTER LOT WILL BE OWNED BY THE HOMEOWNER ASSOCIATION. THE HOMEOWNER ASSOCIATION, AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HOA") SHALL BE RESPONSIBLE FOR MAINTENANCE OF LOT 1, BLOCK L, AMENITY CENTER.
19. ACCESS TO NON-RESIDENTIAL LOTS SHALL BE PROVIDED TO THE CITY WHERE MAINTENANCE IS REQUIRED TO BE PERFORMED BY THE CITY IN ACCORDANCE WITH THAT CERTAIN DEVELOPMENT AGREEMENT (MANOR HEIGHTS) DATED EFFECTIVE NOVEMBER 7, 2018, AS AMENDED.




TYPICAL SETBACK DETAIL
NOT TO SCALE

CITY OF MANOR ACKNOWLEDGMENTS

THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF MANOR CORPORATE CITY LIMITS AS OF THIS DATE. 7th DAY OF Sept, 2021

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, ON THIS THE DATE. 12th DAY OF May, 2021.

APPROVED: _____
PHILIP TRYON, CHAIRPERSON

ATTEST: _____
LLUVIA ALMARAZ, CITY SECRETARY

ACCEPTED AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, ON THIS THE DATE. 12th DAY OF May 2021.

APPROVED: _____
DR. LARRY WALLACE JR., MAYOR

ATTEST: _____
LLUVIA ALMARAZ, CITY SECRETARY

CITY OF MANOR

COUNTY OF TRAVIS:
STATE OF TEXAS:
KNOW ALL ME BY THESE PRESENTS:

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DATE. 22 DAY OF September 2021 AT 12:36 O'CLOCK pm, DULY RECORDED ON THE DAY OF 22 DAY OF September 2021 AT 12:36 O'CLOCK pm IN THE PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER 202100221 OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 22 DAY OF September, 2021

DANA DEBEAUVOIR, COUNTY CLERK, TRAVIS
COUNTY, TEXAS

BY: _____
DEPUTY
IRIS VELASQUEZ-ONTIVEROS

SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH: (210) 541-9166 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
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CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

OWNER/DEVELOPER:
FORESTAR (USA) REAL ESTATE GROUP INC.,
A DELAWARE CORPORATION
2221 E. LAMAR BLVD., SUITE 790
ARLINGTON, TEXAS 76006
DALLAS COUNTY
CONTACT: JOHN MABERRY

# MANOR HEIGHTS PHASE 2, SECTION 2

27.316 ACRES

BEING A PORTION OF A CALLED 90.0886 ACRE TRACT RECORDED IN DOCUMENT NO. 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154 CITY OF MANOR, TRAVIS COUNTY, TEXAS

Kimley»Horn

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| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|---|---|---|---|---|---|
| N/A | APS | JGM | 8/10/2021 | 069255703 | 2 OF 3 |

DWG NAME: K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255703-MANOR HTS PHASE 2\DWG\PLATS\MANOR HEIGHTS 2-2.DWG PLOTTED BY GONZALEZ, DAVID 8/17/2021 12:37 PM LAST SAVED 8/17/2021 12:38 PM

ZOZ100221



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

**BEING** a 27.316 acre (1,189,892 square feet) tract of land situated in the A.C. Caldwell Survey No. 52, Abstract No. 154, City of Manor, Travis County, Texas; being a portion of a called 90.0886 acre tract of land described in instrument to Forestar (USA) Real Estate Group Inc. recorded in Document No. 2019171725, corrected in Document No. 2019176021 of the Official Public Records of Travis County; and being more particularly described as follows:

**COMMENCING** at a 1/2-inch iron rod with a plastic cap stamped "KHA" found marking the southwesterly end of a curve on the southeasterly right-of-way line of Old Kimbro Road (80 feet wide) on the northwesterly line of said 90.0886 acre tract;

**THENCE**, South 26°31'49" West, along the southeasterly right-of-way line of said Old Kimbro Road, at a distance of 87.04 feet pass a concrete monument found on line, continuing for a total distance of 589.77 feet to the western-most southwest corner of said 90.0886 acre tract;

**THENCE**, South 63°36'50" East, 17.50 feet, departing the southeasterly right-of-way line of said Old Kimbro Road and along the southwesterly line of said 90.0886 acre tract to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for the **POINT OF BEGINNING** of the herein described tract;

**THENCE**, departing the southwesterly line of and crossing said 90.0886 acre tract, the following thirty-seven (37) courses and distances:

1. North 26°31'49" East, 93.07 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
2. in a northeasterly direction, along a tangent curve to the right, a central angle of 33°44'24", a radius of 1042.98 feet, a chord bearing and distance of North 43°24'00" East, 605.35 feet, and a total arc length of 614.18 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
3. North 60°16'10" East, 359.33 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
4. in a southeasterly direction, along a tangent curve to the right, a central angle of 87°00'00", a radius of 25.00 feet, a chord bearing and distance of South 76°13'50" East, 34.42 feet, and a total arc length of 37.96 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
5. South 32°43'50" East, 35.18 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
6. in a southeasterly direction, along a tangent curve to the left, a central angle of 4°30'37", a radius of 314.50 feet, a chord bearing and distance of South 34°59'08" East, 24.75 feet, and a total arc length of 24.76 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
7. South 37°14'27" East, 27.24 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
8. in a southeasterly direction, along a tangent curve to the right, a central angle of 4°30'37", a radius of 285.50 feet, a chord bearing and distance of South 34°59'08" East, 22.47 feet, and a total arc length of 22.47 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
9. South 32°43'50" East, 8.19 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
10. in a southwesterly direction, along a tangent curve to the right, a central angle of 90°00'00", a radius of 15.00 feet, a chord bearing and distance of South 12°16'10" West, 21.21 feet, and a total arc length of 23.56 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
11. South 33°52'34" East, 50.01 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
12. North 57°16'10" East, 4.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
13. in a southeasterly direction, along a tangent curve to the right, a central angle of 90°00'00", a radius of 15.00 feet, a chord bearing and distance of South 77°43'50" East, 21.21 feet, and a total arc length of 23.56 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
14. South 32°43'50" East, 103.99 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
15. in a southeasterly direction, along a tangent curve to the left, a central angle of 9°04'25", a radius of 825.00 feet, a chord bearing and distance of South 37°16'02" East, 130.51 feet, and a total arc length of 130.65 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of reverse curvature;
16. in a southwesterly direction, along a tangent reverse curve to the right, a central angle of 87°16'14", a radius of 15.00 feet, a chord bearing and distance of South 1°49'53" West, 20.70 feet, and a total arc length of 22.85 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
17. South 45°28'00" West, 4.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
18. South 44°32'00" East, 50.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
19. North 45°28'00" East, 4.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
20. in a northeasterly direction, along a tangent curve to the right, a central angle of 87°16'14", a radius of 15.00 feet, a chord bearing and distance of North 89°06'07" East, 20.70 feet, and a total arc length of 22.85 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of reverse curvature;
21. in a southeasterly direction, along a tangent reverse curve to the left, a central angle of 11°42'16", a radius of 825.00 feet, a chord bearing and distance of South 53°06'54" East, 168.24 feet, and a total arc length of 168.53 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
22. South 59°06'20" East, 3.98 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
23. in a southeasterly direction, along a tangent curve to the right, a central angle of 78°36'23", a radius of 15.00 feet, a chord bearing and distance of South 19°56'26" East, 19.00 feet, and a total arc length of 20.58 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
24. South 19°08'40" West, 4.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
25. in a southwesterly direction, along a tangent curve to the left, a central angle of 1°50'28", a radius of 525.00 feet, a chord bearing and distance of South 18°00'20" West, 16.87 feet, and a total arc length of 16.87 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
26. South 72°54'57" East, 50.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
27. North 17°27'55" East, 6.32 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
28. in a northeasterly direction, along a tangent curve to the right, a central angle of 97°22'38", a radius of 15.00 feet, a chord bearing and distance of North 66°32'07" East, 22.53 feet, and a total arc length of 25.49 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of reverse curvature;
29. in a southeasterly direction, along a tangent reverse curve to the left, a central angle of 7°45'03", a radius of 825.00 feet, a chord bearing and distance of South 68°39'06" East, 111.52 feet, and a total arc length of 111.60 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
30. South 17°28'23" West, 58.84 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
31. South 5°37'06" West, 46.79 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
32. South 1°58'12" East, 47.90 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
33. South 4°14'34" East, 150.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
34. South 4°15'22" East, 310.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
35. South 85°44'38" West, 15.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
36. South 4°15'22" East, 175.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
37. South 85°44'38" West, 611.69 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set on the southwesterly line of said 90.0886 acre tract;

**THENCE**, along the southwesterly lines of said 90.0886 acre tract, the following ten (10) courses and distances:

1. North 4°15'58" West, 92.84 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
2. North 63°41'58" West, 296.22 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. North 26°19'23" East, 112.46 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
4. North 63°36'46" West, 46.90 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
5. North 26°39'00" East, 91.45 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
6. North 60°21'11" West, 53.72 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
7. North 26°43'42" East, 55.53 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
8. North 63°34'50" West, 198.84 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
9. South 25°31'49" West, 55.54 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
10. North 63°36'50" West, 415.09 feet to the **POINT OF BEGINNING**, and containing 27.316 acres of land in Travis County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD'83). All distances are on the surface and shown in U.S. Survey Feet. To convert grid distances to grid, apply the combined SURFACE to GRID scale factor of 0.99992097045. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

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| LOT TABLE | | | LOT TABLE | | | LOT TABLE | | |
|---|---|---|---|---|---|---|---|---|
| LOT NO. | ACRES | SQ. FT. | LOT NO. | ACRES | SQ. FT. | LOT NO. | ACRES | SQ. FT. |
| BLOCK D LOT 40 | 0.143 | 6,250 | BLOCK J LOT 28 | 0.157 | 6,836 | BLOCK L LOT 1-AMENITY CENTER | 3.854 | 167,890 |
| BLOCK D LOT 41 | 0.171 | 7,452 | BLOCK J LOT 29 | 0.173 | 7,538 | BLOCK L LOT 2 | 0.171 | 7,455 |
| BLOCK H LOT 12 | 0.171 | 7,452 | BLOCK J LOT 30 | 0.192 | 8,346 | BLOCK L LOT 3 | 0.146 | 6,369 |
| BLOCK H LOT 13 | 0.143 | 6,250 | BLOCK J LOT 31 | 0.182 | 7,918 | BLOCK L LOT 4 | 0.153 | 6,679 |
| BLOCK H LOT 14 | 0.143 | 6,250 | BLOCK J LOT 32 | 0.191 | 8,330 | BLOCK L LOT 5 | 0.161 | 7,030 |
| BLOCK H LOT 15 | 0.143 | 6,250 | BLOCK J LOT 33 | 0.189 | 8,240 | BLOCK L LOT 6 | 0.163 | 7,080 |
| BLOCK H LOT 16 | 0.143 | 6,250 | BLOCK J LOT 34 | 0.172 | 7,483 | BLOCK L LOT 7 | 0.244 | 10,631 |
| BLOCK H LOT 17 | 0.143 | 6,250 | BLOCK J LOT 35 | 0.193 | 8,389 | BLOCK L LOT 8 | 0.267 | 11,647 |
| BLOCK H LOT 18 | 0.143 | 6,250 | BLOCK J LOT 36 | 0.278 | 12,130 | BLOCK L LOT 9 | 0.174 | 7,599 |
| BLOCK H LOT 19 | 0.144 | 6,251 | BLOCK J LOT 37 | 0.332 | 14,470 | BLOCK L LOT 10 | 0.158 | 6,874 |
| BLOCK H LOT 20 | 0.144 | 6,251 | BLOCK J LOT 38 | 0.244 | 10,620 | BLOCK L LOT 11 | 0.163 | 7,113 |
| BLOCK H LOT 21 | 0.157 | 6,818 | BLOCK J LOT 39 | 0.195 | 8,494 | BLOCK L LOT 12 | 0.171 | 7,443 |
| BLOCK I LOT 1-PARKLAND | 1.332 | 58,022 | BLOCK J LOT 40 | 0.198 | 8,614 | BOUNDARY | 27.316 | 1,189,888 |
| BLOCK J LOT 1 | 0.197 | 8,579 | BLOCK J LOT 41 | 0.196 | 8,526 | ROW | 4.659 | 202,939 |
| BLOCK J LOT 2 | 0.189 | 8,247 | BLOCK J LOT 42 | 0.194 | 8,457 | | | |
| BLOCK J LOT 3 | 0.192 | 8,374 | BLOCK K LOT 27 | 0.261 | 11,364 | | | |
| BLOCK J LOT 4 | 0.165 | 7,208 | BLOCK K LOT 28 | 0.194 | 8,458 | | | |
| BLOCK J LOT 5 | 0.159 | 6,909 | BLOCK K LOT 29 | 0.202 | 8,803 | | | |
| BLOCK J LOT 6 | 0.159 | 6,909 | BLOCK K LOT 30 | 0.216 | 9,400 | | | |
| BLOCK J LOT 7 | 0.159 | 6,909 | BLOCK K LOT 31 | 0.143 | 6,250 | | | |
| BLOCK J LOT 8 | 0.159 | 6,909 | BLOCK K LOT 32 | 0.143 | 6,250 | | | |
| BLOCK J LOT 9 | 0.269 | 11,718 | BLOCK K LOT 33 | 0.143 | 6,250 | | | |
| BLOCK J LOT 10 | 0.171 | 7,452 | BLOCK K LOT 34 | 0.143 | 6,250 | | | |
| BLOCK J LOT 11 | 0.143 | 6,250 | BLOCK K LOT 35 | 0.224 | 9,746 | | | |
| BLOCK J LOT 12 | 0.143 | 6,250 | BLOCK K LOT 36 | 0.278 | 12,125 | | | |
| BLOCK J LOT 13 | 0.145 | 6,317 | BLOCK K LOT 37 | 0.237 | 10,318 | | | |
| BLOCK J LOT 14 | 0.179 | 7,810 | BLOCK K LOT 38 | 0.159 | 6,939 | | | |
| BLOCK J LOT 15 | 0.143 | 6,250 | BLOCK K LOT 39 | 0.261 | 11,360 | | | |
| BLOCK J LOT 16 | 0.143 | 6,250 | BLOCK K LOT 40 | 0.470 | 20,477 | | | |
| BLOCK J LOT 17 | 0.143 | 6,250 | BLOCK K LOT 41-DRAINAGE | 0.100 | 4,335 | | | |
| BLOCK J LOT 18 | 0.174 | 7,578 | BLOCK K LOT 42 | 0.283 | 12,327 | | | |
| BLOCK J LOT 19 | 0.220 | 9,592 | BLOCK K LOT 43 | 0.341 | 14,852 | | | |
| BLOCK J LOT 20 | 0.238 | 10,381 | BLOCK K LOT 44 | 0.301 | 13,115 | | | |
| BLOCK J LOT 21 | 0.199 | 8,678 | BLOCK K LOT 45 | 0.383 | 16,704 | | | |
| BLOCK J LOT 22 | 0.181 | 7,869 | BLOCK K LOT 46 | 0.191 | 8,340 | | | |
| BLOCK J LOT 23 | 0.266 | 11,583 | BLOCK K LOT 47 | 0.159 | 6,930 | | | |
| BLOCK J LOT 24 | 0.203 | 8,838 | BLOCK K LOT 48 | 0.147 | 6,403 | | | |
| BLOCK J LOT 25 | 0.157 | 6,836 | BLOCK K LOT 49 | 0.144 | 6,253 | | | |
| BLOCK J LOT 26 | 0.157 | 6,836 | BLOCK K LOT 50 | 0.143 | 6,250 | | | |
| BLOCK J LOT 27 | 0.157 | 6,836 | BLOCK K LOT 51 | 0.177 | 7,728 | | | |

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TBPLS FIRM REGISTRATION NO. 10193973

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OWNER/DEVELOPER:
FORESTAR (USA) REAL ESTATE GROUP INC.,
A DELAWARE CORPORATION
2221 E. LAMAR BLVD., SUITE 790
ARLINGTON, TEXAS 76006
DALLAS COUNTY
CONTACT: JOHN MABERRY

# MANOR HEIGHTS PHASE 2, SECTION 2

## 27.316 ACRES

BEING A PORTION OF A CALLED 90.0886 ACRE TRACT RECORDED IN DOCUMENT NO. 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154 CITY OF MANOR, TRAVIS COUNTY, TEXAS

Kimley»Horn
601 NW Loop 410, Suite 350
San Antonio, Texas 78216
FIRM # 10193973
Tel. No. (210) 541-9166
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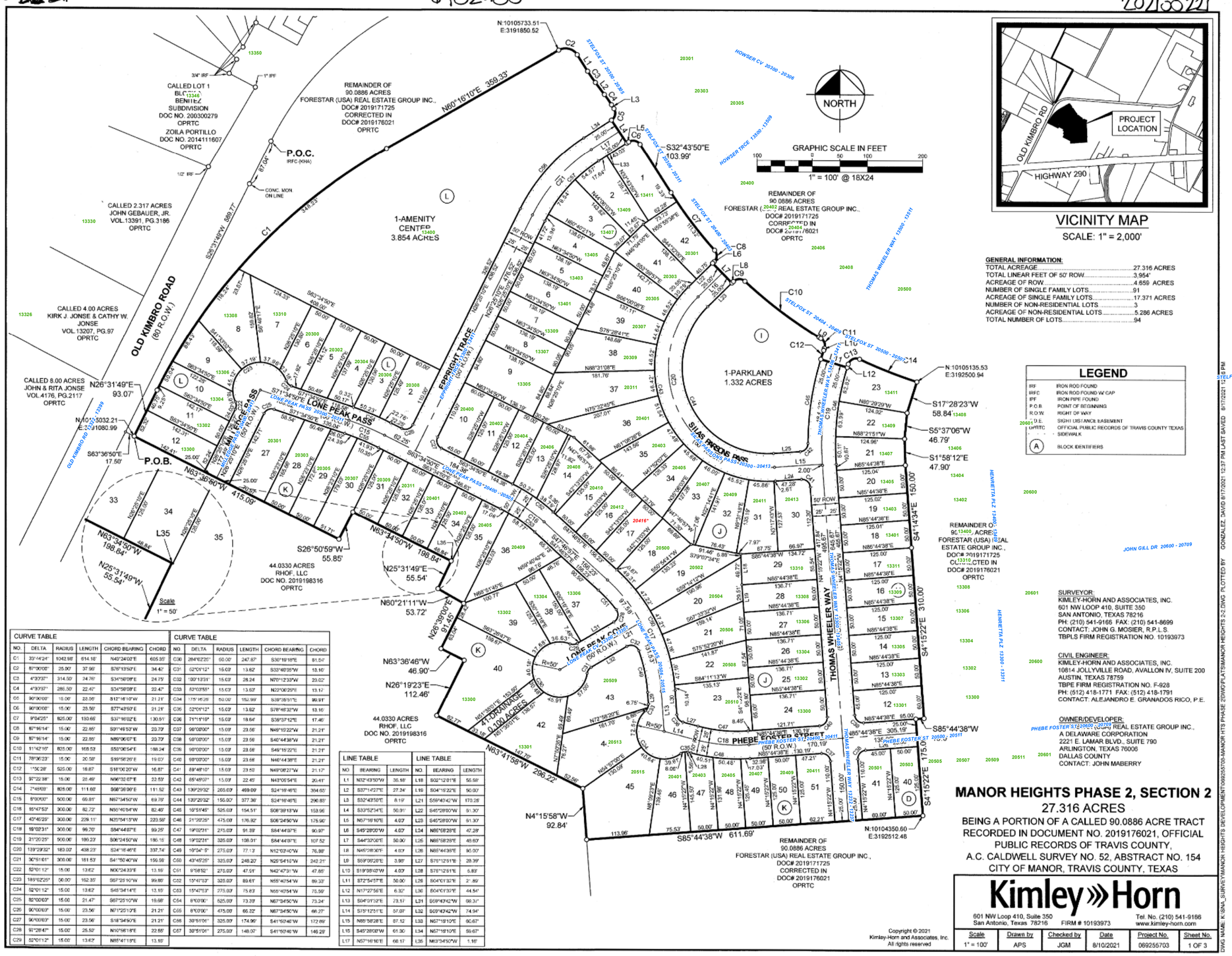
| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|---|---|---|---|---|---|
| N/A | APS | JGM | 8/10/2021 | 069255703 | 3 OF 3 |

DWG NAME: K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255703-MANOR HTS PHASE 2\DWG\PLATS\MANOR HEIGHTS 2-2.DWG PLOTTED BY GONZALEZ, DAVID 8/17/2021 12:37 PM LAST SAVED 8/17/2021 12:36 PM

09-22-2021 8102.00 2021100221







## VICINITY MAP
SCALE: 1" = 2,000'

**GENERAL INFORMATION:**

| | |
|---|---|
| TOTAL ACREAGE | 27.316 ACRES |
| TOTAL LINEAR FEET OF 50' ROW | 3,954' |
| ACREAGE OF ROW | 4.659 ACRES |
| NUMBER OF SINGLE FAMILY LOTS | 91 |
| ACREAGE OF SINGLE FAMILY LOTS | 17.371 ACRES |
| NUMBER OF NON-RESIDENTIAL LOTS | 3 |
| ACREAGE OF NON-RESIDENTIAL LOTS | 5.286 ACRES |
| TOTAL NUMBER OF LOTS | 94 |

**LEGEND**

| | |
|---|---|
| IRF | IRON ROD FOUND |
| IRFC | IRON ROD FOUND W/ CAP |
| IPF | IRON PIPE FOUND |
| P.O.B. | POINT OF BEGINNING |
| R.O.W. | RIGHT OF WAY |
| 20601 D.E. | SIGHT DISTANCE EASEMENT |
| OPRTC | OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS |
| - - - | SIDEWALK |
| (A) | BLOCK IDENTIFIERS |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| NO. | DELTA | RADIUS | LENGTH | CHORD BEARING | CHORD |
| C1 | 33°44'24" | 1042.98' | 614.18' | N43°24'02"E | 605.35' |
| C2 | 87°00'00" | 25.00' | 37.96' | S76°13'50"E | 34.42' |
| C3 | 4°37'37" | 314.50' | 24.76' | S34°58'08"E | 24.75' |
| C4 | 4°37'37" | 286.50' | 22.47' | S34°58'08"E | 22.47' |
| C5 | 90°00'00" | 15.00' | 23.56' | S12°16'10"W | 21.21' |
| C6 | 90°00'00" | 15.00' | 23.56' | S77°43'50"E | 21.21' |
| C7 | 9°04'25" | 825.00' | 130.65' | S37°16'03"E | 130.51' |
| C8 | 87°16'14" | 15.00' | 22.85' | S01°48'53"W | 20.70' |
| C9 | 87°16'14" | 15.00' | 22.85' | N89°06'07"E | 20.70' |
| C10 | 11°42'16" | 825.00' | 168.53' | S53°06'54"E | 168.24' |
| C11 | 78°36'23" | 15.00' | 20.58' | S19°58'26"E | 19.03' |
| C12 | 1°55'28" | 525.00' | 16.87' | S16°06'20"W | 16.87' |
| C13 | 97°22'38" | 15.00' | 25.49' | N56°32'07"E | 22.53' |
| C14 | 7°48'00" | 825.00' | 111.82' | S68°36'09"E | 111.52' |
| C15 | 5°00'00" | 500.00' | 69.81' | N67°34'50"W | 69.76' |
| C16 | 16°47'52" | 300.00' | 82.72' | N50°40'54"W | 82.46' |
| C17 | 43°46'25" | 300.00' | 228.11' | N25°54'15"W | 222.58' |
| C18 | 19°02'31" | 300.00' | 99.70' | S84°44'07"E | 99.25' |
| C19 | 21°20'25" | 500.00' | 186.23' | S06°24'50"W | 185.16' |
| C20 | 139°29'32" | 180.00' | 438.23' | S24°16'46"E | 337.74' |
| C21 | 30°51'01" | 300.00' | 161.53' | S41°50'40"W | 159.58' |
| C22 | 52°01'12" | 15.00' | 13.62' | N00°24'33"E | 13.16' |
| C23 | 189°02'25" | 50.00' | 162.85' | S67°25'10"W | 99.66' |
| C24 | 52°01'12" | 15.00' | 13.62' | S48°34'14"E | 13.16' |
| C25 | 82°00'00" | 15.00' | 21.47' | S67°25'10"W | 19.68' |
| C26 | 90°00'00" | 15.00' | 23.56' | N71°25'10"E | 21.21' |
| C27 | 90°00'00" | 15.00' | 23.56' | S18°34'50"E | 21.21' |
| C28 | 97°28'47" | 15.00' | 25.52' | N10°56'18"E | 22.55' |
| C29 | 52°01'12" | 15.00' | 13.62' | N85°47'19"E | 13.16' |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| NO. | DELTA | RADIUS | LENGTH | CHORD BEARING | CHORD |
| C30 | 28°40'22" | 60.00' | 247.87' | S30°19'18"E | 61.54' |
| C31 | 52°01'12" | 15.00' | 13.62' | S33°48'08"W | 13.16' |
| C32 | 180°13'31" | 15.00' | 26.24' | N70°12'30"W | 23.02' |
| C33 | 52°03'58" | 15.00' | 13.63' | N22°00'29"E | 13.17' |
| C34 | 175°16'26" | 50.00' | 152.99' | S39°35'51"E | 99.91' |
| C35 | 52°01'12" | 15.00' | 13.62' | S78°48'32"W | 13.16' |
| C36 | 71°11'19" | 15.00' | 18.64' | S36°37'12"E | 17.46' |
| C37 | 90°00'00" | 15.00' | 23.56' | N49°19'22"W | 21.21' |
| C38 | 90°00'00" | 15.00' | 23.56' | S40°44'38"W | 21.21' |
| C39 | 90°00'00" | 15.00' | 23.56' | S49°15'22"E | 21.21' |
| C40 | 90°00'00" | 15.00' | 23.56' | N40°44'38"E | 21.21' |
| C41 | 89°48'10" | 15.00' | 23.50' | N49°08'27"W | 21.17' |
| C42 | 85°48'03" | 15.00' | 22.45' | N43°06'54"E | 20.41' |
| C43 | 139°29'32" | 265.00' | 469.09' | S24°16'46"E | 364.65' |
| C44 | 139°29'32" | 155.00' | 377.36' | S24°16'46"E | 290.83' |
| C45 | 16°51'45" | 525.00' | 154.51' | S08°39'13"W | 153.96' |
| C46 | 21°20'25" | 475.00' | 176.92' | S06°24'50"W | 175.90' |
| C47 | 19°02'31" | 275.00' | 91.39' | S84°44'07"E | 90.97' |
| C48 | 19°02'31" | 325.00' | 108.01' | S84°44'07"E | 107.52' |
| C49 | 19°04'15" | 275.00' | 77.13' | N12°03'40"W | 76.88' |
| C50 | 43°46'25" | 325.00' | 248.22' | N25°54'15"W | 242.21' |
| C51 | 9°58'52" | 275.00' | 47.91' | N42°47'31"W | 47.85' |
| C52 | 15°47'53" | 325.00' | 89.61' | N55°40'54"W | 89.33' |
| C53 | 15°47'53" | 275.00' | 75.83' | N55°40'54"W | 75.59' |
| C54 | 8°03'00" | 525.00' | 73.78' | N67°34'50"W | 73.24' |
| C55 | 8°03'00" | 475.00' | 66.72' | N67°34'50"W | 66.67' |
| C56 | 30°51'01" | 325.00' | 174.99' | S41°50'40"W | 172.89' |
| C57 | 30°51'01" | 275.00' | 148.07' | S41°50'40"W | 146.29' |

| LINE TABLE | | | | | |
|---|---|---|---|---|---|
| NO. | BEARING | LENGTH | NO. | BEARING | LENGTH |
| L1 | N32°43'50"W | 35.18' | L18 | S02°12'01"E | 56.58' |
| L2 | S37°14'27"E | 27.24' | L19 | S04°15'22"E | 50.00' |
| L3 | S32°43'50"E | 8.19' | L21 | S59°40'42"W | 170.28' |
| L4 | S33°52'34"E | 50.91' | L22 | S45°28'00"W | 51.30' |
| L5 | N57°16'10"E | 4.07' | L23 | S45°28'00"W | 51.30' |
| L6 | S45°28'00"W | 4.07' | L24 | N85°58'28"E | 47.28' |
| L7 | S44°32'00"E | 50.00' | L25 | N85°58'28"E | 48.60' |
| L8 | N45°28'00"E | 4.07' | L26 | N85°44'38"E | 95.00' |
| L9 | S59°09'28"E | 3.98' | L27 | S76°12'51"E | 28.39' |
| L10 | S19°08'48"W | 4.03' | L28 | S76°12'51"E | 5.83' |
| L11 | S72°54'57"E | 50.00' | L29 | S04°01'32"E | 21.89' |
| L12 | N17°27'56"E | 6.32' | L30 | S04°01'32"E | 44.54' |
| L13 | S04°01'32"E | 73.17' | L31 | S69°40'42"W | 99.31' |
| L14 | S75°12'51"E | 57.07' | L32 | S69°40'42"W | 74.94' |
| L15 | N85°58'28"E | 87.12' | L33 | N57°16'10"E | 60.67' |
| L16 | S45°28'00"W | 61.30' | L34 | N57°16'10"E | 59.67' |
| L17 | N57°16'10"E | 60.17' | L35 | N63°34'50"W | 1.16' |

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TBPLS FIRM REGISTRATION NO. 10193973

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**OWNER/DEVELOPER:**
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A DELAWARE CORPORATION
2221 E. LAMAR BLVD., SUITE 790
ARLINGTON, TEXAS 76006
DALLAS COUNTY
CONTACT: JOHN MABERRY

# MANOR HEIGHTS PHASE 2, SECTION 2
27.316 ACRES
BEING A PORTION OF A CALLED 90.0886 ACRE TRACT RECORDED IN DOCUMENT NO. 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154 CITY OF MANOR, TRAVIS COUNTY, TEXAS

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

| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|---|---|---|---|---|---|
| 1" = 100' | APS | JGM | 8/10/2021 | 069255703 | 1 OF 3 |

DWG NAME: K:\SNA_SURVEY\MANOR HEIGHTS 3\DEVELOPMENT\069255703-MANOR HTS PHASE 2\DWG\PLATS\MANOR HEIGHTS 2-2.DWG PLOTTED BY GONZALEZ, DAVID 8/17/2021 12:37 PM LAST SAVED 8/17/2021 12:38 PM

# Addressed Plat

CITY OF AUSTIN FOUNDED 1839

**LEGEND**

Recently Assigned Addresses*

Existing Addresses

Address Range

Document Number: 202100221
Case Number: C8-MA-1182481
Plat Number: 1182481
Date Completed: 12/09/2021

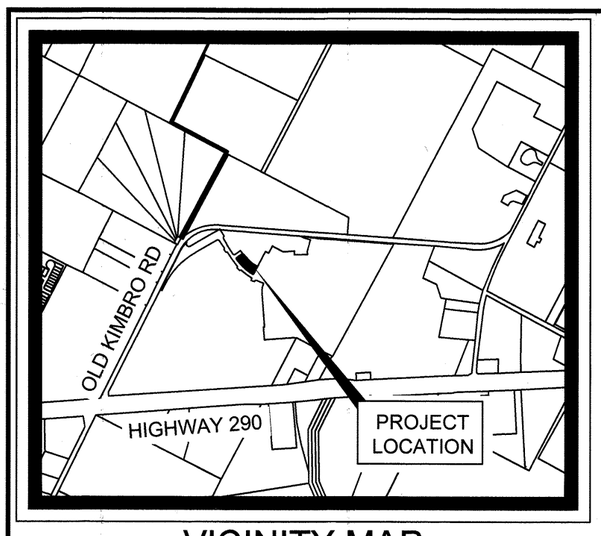
This product is for informational purposes and may not have been prepared for or be suitable for leagal, engineering, or surveying purposes. It does not represent an on the ground survey and represents only the approxiamate relative loction of property boundariesthis product has been produced by CTM for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness. Addreses are subject to change. To confirm addresses, please look at our Jurisdiction web map. http://www.austintexas.gov/gis/JurisdictionsWebMap/

N

# AMENDED PLAT OF MANOR HEIGHTS PHASE 2 SECTION 1A AMENDING LOTS 13 - 17, BLOCK B, FINAL PLAT CITY OF MANOR, TRAVIS COUNTY, TEXAS

BEING LOT 13 (0.209 ACRES), LOT 14-16 (0.152 ACRES), AND LOT 17 (0.218) BLOCK B, IN MANOR HEIGHTS PHASE 2 SECTION 1A SUBDIVISION RECORDED IN DOCUMENT NO. 202100232, SAME BEING A PORTION OF THAT CERTAIN 90.0886 ACRE TRACT OF LAND CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP INC., AS DESCRIBED IN DOCUMENT NUMBER 2019171725, CORRECTED IN DOCUMENT NUMBER 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS.

| LEGEND | |
|---|---|
| O | 1/2" IRON ROD W/ "KHA" CAP SET |
| - - - - - - | SIDEWALK |
| OPRTC | OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY |




VICINITY MAP

SCALE: 1" = 2,000'

NORTH

GRAPHIC SCALE IN FEET

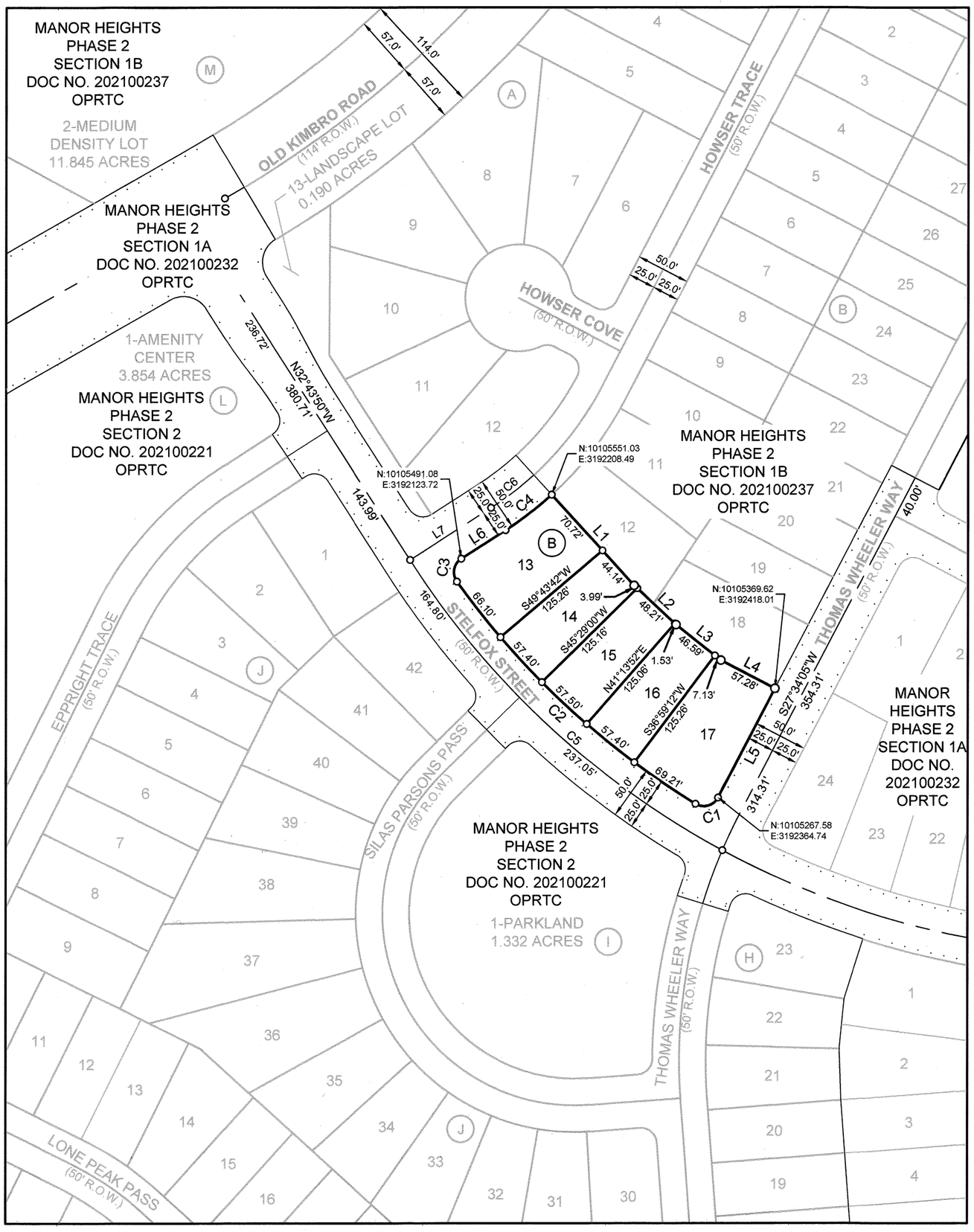
100' 0 50' 100' 200'

1" = 100'

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| NO. | DELTA | RADIUS | LENGTH | CHORD BEARING | CHORD |
| C1 | 93°56'30" | 15.00' | 24.59' | S74°32'20"W | 21.93' |
| C2 | 22°44'34" | 775.00' | 307.62' | N47°07'08"W | 305.61' |
| C3 | 93°01'01" | 15.00' | 24.35' | N10°45'40"E | 21.76' |
| C4 | 9°39'16" | 325.00' | 54.76' | N52°26'32"E | 54.70' |
| C5 | 61°31'33" | 800.00' | 859.06' | N63°29'36"W | 818.38' |
| C6 | 9°39'16" | 300.00' | 50.55' | N52°26'32"E | 50.49' |

| LINE TABLE | | |
|---|---|---|
| NO. | BEARING | LENGTH |
| L1 | S42°18'43"E | 114.87' |
| L2 | S46°57'55"E | 53.72' |
| L3 | S51°42'08"E | 53.72' |
| L4 | S62°25'55"E | 57.28' |
| L5 | S27°34'05"W | 115.11' |
| L6 | N57°16'10"E | 49.21' |
| L7 | N57°16'10"E | 90.27' |

| LOT TABLE | | |
|---|---|---|
| LOT NO. | ACRES | SQ. FT. |
| BLOCK B LOT 13 | 0.209 | 9,126 |
| BLOCK B LOT 14 | 0.152 | 6,614 |
| BLOCK B LOT 15 | 0.152 | 6,628 |
| BLOCK B LOT 16 | 0.152 | 6,615 |
| BLOCK B LOT 17 | 0.218 | 9,511 |




Kimley»Horn

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TBPLS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER:
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CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

OWNER/DEVELOPER:
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DWG NAME: K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\AMENDING PLATS MANOR HEIGHTS\DWG\MANOR HEIGHTS AMENDING PLAT PHASE 2 SECTION 1A.DWG PLOTTED BY GONZALEZ, DAVID 1/17/2022 4:46 PM LAST SAVED 1/17/2022 4:46 PM

THE STATE OF TEXAS )(
COUNTY OF TRAVIS )(

WHEREAS, FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, THE OWNER OF LOTS 13 - 17, BLOCK B, MANOR HEIGHTS PHASE 2 SECTION 1A PLAT OF WHICH RECORDED IN DOCUMENT NUMBER 202100232, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS., BEING LOCATED IN THE A.C. CALDWELL SURVEY NUMBER 52, ABSTRACT NUMBER 154, AND THE CITY OF MANOR TRAVIS COUNTY, TEXAS, AND DO HEREBY AMEND SAID SUBDIVISION PLAT. HAVING BEEN APPROVED FOR SUBDIVISION, PURSUANT TO THE PUBLIC NOTIFICATION AND HEARING PROVISION OF CHAPTER 212 AND 232 OF THE LOCAL GOVERNMENT CODE.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS "AMENDED MANOR HEIGHTS PHASE 2, SECTION 1A" LOTS 13 - 17, BLOCK B, AND WHOSE NAME IS SUBSCRIBED HERETO IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT TO BE KNOW AS "AMENDED MANOR HEIGHTS PHASE 2, SECTION 1A" LOTS 13 - 17, BLOCK B, AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND PUBLIC EASEMENTS THEREON SHOWN FOR THE PURPOSED AND CONSIDERATION THEREIN EXPRESSED: SUBJECT TO ANY EASEMENT OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS DAY 1-20, 2022

BY: _____
FORESTAR (USA) REAL ESTATE GROUP INC.,
A DELAWARE CORPORATION
10700 PECAN PARK BLVD. STE. 150
AUSTIN, TEXAS 78750
Jeff Scott, Authorized Agent

THE STATE OF TEXAS §
COUNTY OF §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Jeff Scott KNOWN TO ME TO BE THE PERSON OR AGENT WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 20TH DAY OF JAN, 2022

Dina Allan Kidd
NOTARY PUBLIC
NOTARY REGISTRATION NUMBER 131629861
MY COMMISSION EXPIRES: 7-3-22
COUNTY OF TRAVIS
THE STATE OF TEXAS

DINA ALLAN KIDD NOTARY PUBLIC STATE OF TEXAS ID# 131629861 EXPIRES 7-3-2022

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

I, ALEJANDRO E. GRANADOS RICO, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STAND POINT AND COMPLIES WITH THE ENGINEERING RELATED PORTION OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

THIS SITE IS LOCATED IN THE COTTONWOOD CREEK WATERSHED.

NO PORTION OF THIS SITE LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48453C0505H, EFFECTIVE DATE SEPTEMBER 26, 2008, TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

ALEJANDRO E. GRANADOS RICO, P.E.
REGISTERED PROFESSIONAL ENGINEER No. 130084
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD
AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759

STATE OF TEXAS ALEJANDRO E. GRANADOS RICO 130084 LICENSED PROFESSIONAL ENGINEER

1/18/2022

THE STATE OF TEXAS §
COUNTY OF BEXAR §

I, JOHN G. MOSIER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEYING RELATED PORTIONS OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE IS TRUE AND CORRECT, AND WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

John G. Mosier 1-17-22
JOHN G. MOSIER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6330 - STATE OF TEXAS
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
Ph. 210-321-3402
greg.mosier@kimley-horn.com

STATE OF TEXAS REGISTERED JOHN G. MOSIER 6330 PROFESSIONAL LAND SURVEYOR

SURVEYOR'S NOTES:

1. THE BEARINGS SHOWN HEREON ARE TIED TO THE TEXAS STATE PLANE COORDINATE SYSTEM GRID, CENTRAL ZONE 4203 (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS).
2. ALL DISTANCES AND COORDINATES SHOWN HEREON ARE ON THE SURFACE. USE THE COMBINED SURFACE TO GRID SCALE FACTOR OF 0.99992097045 TO CONVERT TO THE GRID. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.
3. ALL PROPERTY CORNERS OF THE LOTS IN THIS SUBDIVISION WILL BE MONUMENTED PRIOR TO LOTS SALES AND AFTER ROAD CONSTRUCTION WITH A 1/2" IRON ROD WITH RED PLASTIC CAP STAMPED "KHA", UNLESS OTHERWISE NOTED.

CITY OF MANOR ACKNOWLEDGMENTS

THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF MANOR CORPORATE CITY LIMITS AS OF THIS DATE.
20TH DAY OF January, 2022

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, ON THIS THE 3rd DAY OF January, 2022

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

ACCEPTED AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, ON THIS THE 3rd DAY OF January, 2022

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

CITY OF MANOR TEXAS

COUNTY OF TRAVIS §
STATE OF TEXAS §

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 31st DAY OF January 2022 AT 12:30 O'CLOCK P M., DULY RECORDED ON THE DAY OF Jan 31, 2022 AT 12:30 O'CLOCK P M. IN THE PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER 202200024 OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS.

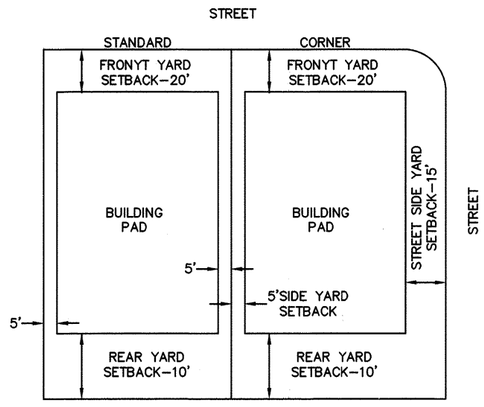
WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 31st DAY OF January, 2022 A.D.

DANA DEBEAUVOIR, COUNTY CLERK,
TRAVIS COUNTY, TEXAS
BY: _____ DEPUTY
A. MACEDO

SEAL OF COUNTY COURT TRAVIS COUNTY, TEXAS

GENERAL NOTES:

1. PROPERTY OWNERS OF THE LOTS ON WHICH THE PUBLIC UTILITY EASEMENT OR THE UNDERGROUND STORM WATER DRAINAGE FACILITIES EASEMENT ARE LOCATED AS SHOWN ON THIS PLAT SHALL PROVIDE ACCESS TO THE CITY OF MANOR IN ORDER FOR THE CITY OF MANOR TO INSPECT AND MAINTAIN THE UNDERGROUND FACILITIES LOCATED WITHIN ANY OF SUCH EASEMENTS.
2. A 10' PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET RIGHTS OF WAY.
3. PUBLIC SIDEWALKS BUILT TO CITY OF MANOR STANDARDS, ARE REQUIRED ALONG ALL STREETS WITHIN THIS SUBDIVISION, THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE ADJOINING LOT BEING OCCUPIED, FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY. BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE COVERING BODY OR UTILITY COMPANY.
4. DRIVEWAY AND DRAINAGE CONSTRUCTION STANDARDS SHALL BE IN ACCORDANCE WITH THE REQUIREMENT OF THE CITY OF MANOR STANDARDS UNLESS OTHERWISE SPECIFIED AND APPROVE BY THE CITY OF MANOR.
5. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO THE CITY OF MANOR WATER AND WASTEWATER SYSTEM.
6. NO BUILDINGS SHALL BE CONSTRUCTED OR MAINTAINED WITHIN THE PUBLIC UTILITIES EASEMENTS OR THE UNDERGROUND STORM WATER FACILITIES EASEMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF MANOR. THE CITY OF MANOR IS NOT RESPONSIBLE FOR THE DAMAGE TO OR REPLACING ANY PORTIONS OF ANY FENCING, LANDSCAPING OR OTHER IMPROVEMENTS CONSTRUCTED WITHIN ANY OF SUCH EASEMENTS WHICH WERE NOT APPROVED BY THE CITY OF MANOR BEFORE THEIR CONSTRUCTION DUE TO THE NECESSARY AND CUSTOMARY WORK BY THE CITY OF MANOR IN REPAIRING, MAINTAINING, OR REPLACING THE UNDERGROUND PIPES AND RELATED FACILITIES WITHIN SUCH EASEMENTS.
7. ALL STREETS, DRAINAGE IMPROVEMENTS, SIDEWALKS, WATER AND WASTEWATER LINES, AND EROSION CONTROLS SHALL BE CONSTRUCTED AND INSTALLED TO CITY OF MANOR STANDARDS.
8. EROSION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON INDIVIDUAL LOTS, INCLUDING DETACHED SINGLE FAMILY IN ACCORDANCE WITH SECTION 1.4.0 OF THE CITY OF AUSTIN ENVIRONMENTAL CRITERIA MANUAL.
9. ALL STREETS IN THE SUBDIVISION SHALL BE CONSTRUCTED TO CITY OF MANOR URBAN STREET STANDARDS. ALL STREETS WILL BE CONSTRUCTED WITH CURB AND GUTTER.
10. PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF MANOR.
11. THE SUBDIVISION OWNER/DEVELOPER AS IDENTIFIED ON THIS PLAN IS RESPONSIBLE FOR POSTING FISCAL SURVEY FOR THE CONSTRUCTION OF ALL SIDEWALKS AS SHOWN OR LISTED ON THE PLAN, WHETHER INSTALLED BY THE OWNER/DEVELOPER OR INDIVIDUAL HOMEBUILDERS. IT IS THE RESPONSIBILITY OF THE OWNER/DEVELOPER TO ENSURE ALL SIDEWALKS ARE ADA COMPLIANT UNLESS A WAIVER HAS BEEN GRANTED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION.
12. THE BUILDING SETBACK LINES SHALL COMPLY WITH THE APPROVED MANOR HEIGHTS PUD (ORDINANCE NO. 534) AND ARE AS FOLLOWS:
    (SEE TYPICAL SETBACK DETAIL)
    FRONT YARD - 20'
    REAR YARD - 10'
    SIDE YARD - 5'
    STREET SIDE YARD - 15'
13. PER THE APPROVED MANOR HEIGHTS PUD, MINIMUM SINGLE-FAMILY RESIDENTIAL LOT SHALL BE 6250 Sq.Ft. WITHIN PUD-SF-1 AND 3300 Sq.Ft. WITHIN PUD-MEDIUM DENSITY. THE MINIMUM HOME SIZES WILL COMPLY WITH THOSE SET FORTH IN THE MANOR HEIGHTS PUD OF 1500 Sq.Ft.
14. THIS SUBDIVISION IS SUBJECT TO ALL GENERAL NOTES AND RESTRICTIONS APPEARING ON THE PLAT OF MANOR HEIGHTS PHASE 2 SECTION 1A, LOT(S) 13-17 BLOCK B. RECORDED IN DOCUMENT NUMBER 202100232, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS.




TYPICAL SETBACK DETAIL
NOT TO SCALE

# AMENDED PLAT OF MANOR HEIGHTS PHASE 2 SECTION 1A AMENDING LOTS 13 - 17, BLOCK B, FINAL PLAT CITY OF MANOR, TRAVIS COUNTY, TEXAS

BEING LOT 13 (0.209 ACRES), LOT 14-16 (0.152 ACRES), AND LOT 17 (0.218) BLOCK B, IN MANOR HEIGHTS PHASE 2 SECTION 1A SUBDIVISION RECORDED IN DOCUMENT NO. 202100232, SAME BEING A PORTION OF THAT CERTAIN 90.0886 ACRE TRACT OF LAND CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP INC., AS DESCRIBED IN DOCUMENT NUMBER 2019171725, CORRECTED IN DOCUMENT NUMBER 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS.

Kimley»Horn

SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH: (210) 321-3427 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759
TBPE FIRM REGISTRATION NO. F-928
PH: (512) 418-1771 FAX: (512) 418-1791
CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

OWNER/DEVELOPER:
FORESTAR (USA) REAL ESTATE GROUP, INC.,
A DELAWARE CORPORATION
10700 PECAN PARK BLVD. STE. 150
AUSTIN, TEXAS 78750
CONTACT: JEFF SCOTT

Sheet No.
2 OF 2

DWG NAME: K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\AMENDING PLATS MANOR HEIGHTS\DWG\MANOR HEIGHTS AMENDING PLAT PHASE 2 SECTION 1A.DWG PLOTTED BY GONZALEZ, DAVID 1/17/2022 3:11 PM LAST SAVED 1/17/2022 2:20 PM

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$129.00 6-21-22 2022200160

Item 19.

NORTH

GRAPHIC SCALE IN FEET
100 0 50 100 200
1" = 100' @ 18X24

## LEGEND

| | |
|---|---|
| IRF | IRON ROD FOUND |
| IRFC | IRON ROD FOUND W/ CAP |
| IRSC | IRON ROD W/CAP SET |
| O | 1/2" IRON ROD W/"KHA" CAP SET |
| IPF | IRON PIPE FOUND |
| P.O.B. | POINT OF BEGINNING |
| R.O.W. | RIGHT OF WAY |
| S.D.E. | SIGHT DISTANCE EASEMENT |
| OPRTC | OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS |
| · · · · · · | SIDEWALK |
| | APPROXIMATE "ZONE A" PER FEMA FIRM 48453C0505H EFFECTIVE 9/26/2008 |
| | FULLY DEVELOPED 100-YEAR FLOODPLAIN |
| ⊡ | 1/2" IRON ROD SET IN CONCRETE W/CAP "KHA" |
| (A) | BLOCK IDENTIFIERS |

MATCHLINE (SEE SHEET 2)

FORESTAR (USA) REAL ESTATE GROUP, INC. DOC. NO. 2019176020 OPRTC
LOT 2 J.F. NAGLE ESTATES DOC. NO. 199900207 PRTC

P.O.B. 5/8" IRF

5/8" IRF

LEAKE WILLIAM R. & ERICA S. DOC. NO. 2017052898 OPRTC
LOT 1 J.F. NAGLE ESTATES DOC. NO. 199900207 PRTC

1/2" IRSC (KHA) (KHB) IN CONCRETE
1/2" IRSC (KHA) IN CONCRETE
X= 3192711.76
Y= 10107161.75

X= 3193000.49
Y= 10107468.45

X= 3193853.56
Y= 10106900.53

ZONE 'A' PER FEMA FIRM NO. 48453C0505H DATED: 9/26/2008

FLOOD ZONE "A"

FULLY DEVELOPED 100-YEAR FLOODPLAIN PER CLOMR NO. 19-06 213R & 19-06-2131R-481027.

(TO BE RECORDED) MANOR HEIGHTS PHASE 3 SECTION 1 DOC. NO. _____ OPRTC

157.9603 ACRES FORESTAR (USA) REAL ESTATE GROUP, INC. DOC. NO. 2019171725 CORRECTED IN DOC. NO. 2019176021 OPRTC

LIBERTY BELL BOULEVARD (114' R.O.W.)
ANDREW ASBERNATHY PASS (50' ROW)
DISMUKE DRIVE (50' ROW)
BOTHWELL PLACE (50' ROW)
AKINOSHO LANE (50' ROW)
JORDYN STERLING STREET (50' ROW)
JON RYAN ROAD (50' ROW)
WILLIAM TYLER WAY (50' ROW)
ANDREW

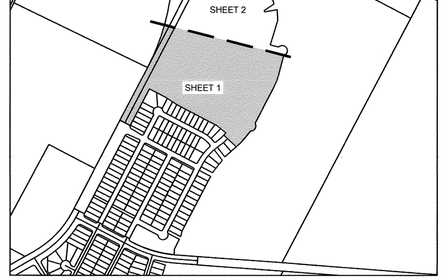
60-LANDSCAPE LOT
46-LANDSCAPE LOT
1-LANDSCAPE LOT

N27°34'05"E 581.04'
N27°34'05"E 560.98'
S27°34'05"W 495.50'
N62°25'55"W 183.84'
N62°25'55"W 448.54'
S27°34'05"W 385.84'
S14°24'56"W 179.84'
N14°24'56"E 231.08'
N46°51'01"W 165.62'




## VICINITY MAP
SCALE: 1" = 2,000'

## SHEET KEY




# MANOR HEIGHTS PHASE 3, SECTION 2
41.135 ACRES

CONTAINING A PORTION OF LOT 2 OF J.F. NAGLE ESTATES, PLAT OF WHICH IS RECORDED IN DOCUMENT NO. 199900207, PLAT RECORDS OF TRAVIS COUNTY, AND CONVEYED IN DOCUMENT NUMBER 2019176020, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, ALSO CONTAINING A PORTION OF THAT CERTAIN 157.9603 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171725, CORRECTED IN DOCUMENT NO. 2019176021, AND A PORTION OF THAT CERTAIN 3.469 ACRE TRACT RECORDED IN DOCUMENT 2019171724, ALL RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY; OUT OF THE LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS


SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH: (210) 541-9166 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759
TBPE FIRM REGISTRATION NO. F-928
PH: (512) 418-1771 FAX: (512) 418-1791
CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

OWNER/DEVELOPER:
FORESTAR (USA) REAL ESTATE GROUP, INC.,
A DELAWARE CORPORATION
10700 PECAN PARK BLVD. STE. 150
AUSTIN, TEXAS 78750
CONTACT: JEFF SCOTT


**GENERAL INFORMATION:**

| | |
|---|---|
| TOTAL ACREAGE | 41.135 ACRES |
| TOTAL LINEAR FEET OF ROW | 8,426' |
| LINEAR FEET OF 50' ROW | 6,804' |
| LINEAR FEET OF 114' ROW | 1,622' |
| ACREAGE OF ROW | 12.241 ACRES |
| NUMBER OF SINGLE FAMILY LOTS | 145 |
| ACREAGE OF SINGLE FAMILY LOTS | 25.287 ACRES |
| NUMBER OF NON-RESIDENTIAL LOTS | 6 |
| ACREAGE OF NON-RESIDENTIAL LOTS | 3.607 ACRES |
| TOTAL NUMBER OF LOTS | 151 |


SEE PAGE 2 0F 4 FOR LINE AND CURVE TABLE
SEE PAGE 4 0F 4 FOR LOT SUMMARY TABLE



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Kimley»Horn


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

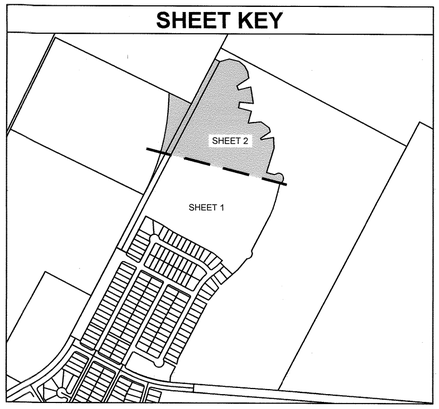

| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|---|---|---|---|---|---|
| 1" = 100' | DJG | JGM | 12/20/2021 | 069255704 | 1 OF 4 |

DWG NAME: K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255704-MANOR HTS PHASE 3\DWG\PLATS\MANOR HEIGHTS 3-2.DWG PLOTTED BY GONZALEZ, DAVID 5/23/2022 10:47 AM LAST SAVED 5/23/2022 10:48 AM

2022 00160

Item 19.

## SHEET KEY




| LINE TABLE | | |
|---|---|---|
| NO. | BEARING | LENGTH |
| L1 | N62°25'55"W | 114.00' |
| L2 | N02°50'33"E | 112.50' |
| L3 | S62°26'32"E | 56.90' |
| L4 | N73°30'03"E | 97.58' |
| L5 | S75°55'00"E | 97.58' |
| L6 | S49°35'26"E | 70.81' |
| L7 | S28°39'06"E | 63.56' |
| L8 | S10°01'41"E | 62.95' |
| L9 | S14°24'56"W | 3.70' |
| L10 | S14°24'56"W | 120.00' |
| L11 | N84°44'51"E | 127.43' |
| L12 | S53°32'59"E | 99.32' |
| L13 | S16°08'29"E | 38.98' |
| L14 | S02°46'19"E | 105.59' |
| L15 | S75°35'04"E | 76.95' |
| L16 | S48°32'15"W | 67.42' |
| L17 | N50°24'00"W | 110.66' |
| L18 | N56°45'49"W | 126.56' |
| L19 | N38°33'59"W | 75.25' |
| L20 | N38°33'59"W | 70.66' |
| L21 | N12°13'24"W | 54.93' |
| L22 | N12°20'08"E | 97.58' |
| L23 | N42°55'06"E | 97.58' |
| L24 | N56°03'48"E | 10.85' |
| L25 | N27°34'05"E | 34.05' |
| L26 | N27°34'05"E | 34.05' |
| L27 | N27°38'43"W | 29.24' |
| L28 | N27°38'43"W | 29.24' |

| CURVE TABLE | | | | | | CURVE TABLE | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| NO. | DELTA | RADIUS | LENGTH | CHORD BEARING | CHORD | NO. | DELTA | RADIUS | LENGTH | CHORD BEARING | CHORD |
| C1 | 24°48'48" | 2143.05' | 928.11' | N15°14'58"E | 920.87' | C40 | 90°00'00" | 15.00' | 23.56' | N72°34'05"E | 21.21' |
| C2 | 7°23'47" | 325.00' | 41.95' | S19°48'38"E | 41.93' | C41 | 90°00'00" | 15.00' | 23.56' | N17°25'55"W | 21.21' |
| C3 | 9°22'14" | 325.00' | 53.15' | S09°43'49"W | 53.09' | C42 | 90°00'00" | 15.00' | 23.56' | N17°25'55"W | 21.21' |
| C4 | 16°04'35" | 50.00' | 14.03' | S23°12'46"E | 13.98' | C43 | 90°00'00" | 15.00' | 23.56' | N72°34'05"E | 21.21' |
| C5 | 52°01'12" | 15.00' | 13.62' | N78°24'20"E | 13.16' | C44 | 90°00'00" | 15.00' | 23.56' | S17°25'55"E | 21.21' |
| C6 | 194°02'25" | 50.00' | 169.33' | S30°35'04"E | 99.25' | C45 | 90°00'00" | 15.00' | 23.56' | S72°34'05"W | 21.21' |
| C7 | 52°01'12" | 15.00' | 13.62' | S40°25'32"W | 13.16' | C46 | 52°01'12" | 15.00' | 13.62' | N78°58'47"W | 13.16' |
| C8 | 13°09'09" | 625.00' | 143.47' | S20°59'31"W | 143.16' | C47 | 184°34'41" | 50.00' | 161.07' | S12°42'03"E | 99.92' |
| C9 | 52°01'12" | 15.00' | 13.62' | S01°33'29"W | 13.16' | C48 | 52°01'12" | 15.00' | 13.62' | N53°34'41"E | 13.16' |
| C10 | 116°34'23" | 50.00' | 101.73' | S33°50'04"W | 85.07' | C49 | 80°32'16" | 15.00' | 21.08' | N12°42'03"W | 19.39' |
| C11 | 3°32'59" | 475.00' | 29.43' | N41°22'30"E | 29.42' | C50 | 52°01'12" | 15.00' | 13.62' | S11°35'40"E | 13.16' |
| C12 | 24°48'44" | 2200.05' | 952.75' | N15°14'56"E | 945.32' | C51 | 90°00'00" | 15.00' | 23.56' | N59°24'56"E | 21.21' |
| C13 | 13°09'09" | 300.00' | 68.87' | N20°59'31"E | 68.72' | C52 | 52°01'12" | 15.00' | 13.62' | N49°34'28"W | 13.16' |
| C14 | 13°09'09" | 500.00' | 114.78' | N20°59'31"E | 114.53' | C53 | 194°02'25" | 50.00' | 169.33' | S59°24'56"W | 99.25' |
| C15 | 13°09'09" | 500.00' | 114.78' | N20°59'31"E | 114.53' | C54 | 90°00'00" | 15.00' | 23.56' | S59°24'56"W | 21.21' |
| C16 | 13°09'09" | 600.00' | 137.73' | N20°59'31"E | 137.43' | C55 | 90°00'00" | 15.00' | 23.56' | N30°35'04"W | 21.21' |
| C17 | 9°27'44" | 300.00' | 49.54' | S57°42'03"E | 49.49' | C56 | 52°01'12" | 15.00' | 13.62' | S53°39'19"E | 13.16' |
| C18 | 15°34'54" | 500.00' | 135.98' | N35°21'32"E | 135.56' | C57 | 284°02'25" | 50.00' | 247.87' | N62°21'17"E | 61.54' |
| C19 | 42°03'39" | 300.00' | 220.23' | N06°36'54"W | 215.32' | C58 | 52°01'12" | 15.00' | 13.62' | N01°38'07"W | 13.16' |
| C20 | 88°37'11" | 25.00' | 38.67' | S60°09'24"W | 34.93' | C59 | 90°00'00" | 15.00' | 23.56' | S30°35'04"E | 21.21' |
| C21 | 8°48'41" | 300.00' | 46.14' | N79°56'22"W | 46.09' | C60 | 52°01'12" | 15.00' | 13.62' | S78°24'20"W | 13.16' |
| C22 | 8°45'38" | 300.00' | 45.87' | N79°57'53"W | 45.83' | C61 | 52°01'10" | 15.00' | 13.62' | N40°25'32"E | 13.16' |
| C23 | 89°13'58" | 25.00' | 38.94' | N31°37'44"W | 35.12' | C62 | 11°48'26" | 2257.05' | 465.13' | N21°45'01"E | 464.30' |
| C24 | 8°45'38" | 300.00' | 45.87' | N71°12'15"W | 45.83' | C63 | 13°09'09" | 275.00' | 63.13' | N20°59'31"E | 62.99' |
| C25 | 8°45'38" | 300.00' | 45.87' | N71°12'15"W | 45.83' | C64 | 13°09'09" | 325.00' | 74.61' | N20°59'31"E | 74.44' |
| C26 | 90°00'00" | 15.00' | 23.56' | S59°24'56"W | 21.21' | C65 | 13°09'09" | 475.00' | 109.04' | N20°59'31"E | 108.80' |
| C27 | 90°00'00" | 15.00' | 23.56' | N30°35'04"W | 21.21' | C66 | 9°27'44" | 275.00' | 45.42' | S57°42'03"E | 45.36' |
| C28 | 90°00'00" | 15.00' | 23.56' | N59°24'56"E | 21.21' | C67 | 13°09'09" | 525.00' | 120.52' | N20°59'31"E | 120.25' |
| C29 | 90°00'00" | 15.00' | 23.56' | N30°35'04"W | 21.21' | C68 | 13°09'09" | 475.00' | 109.04' | N20°59'31"E | 108.80' |
| C30 | 90°00'00" | 15.00' | 23.56' | S30°35'04"E | 21.21' | C69 | 13°09'09" | 525.00' | 120.52' | N20°59'31"E | 120.25' |
| C31 | 90°00'00" | 15.00' | 23.56' | S59°24'56"W | 21.21' | C70 | 9°27'44" | 325.00' | 53.67' | S57°42'03"E | 53.61' |
| C32 | 90°00'00" | 15.00' | 23.56' | N30°35'04"W | 21.21' | C71 | 13°09'09" | 575.00' | 131.99' | N20°59'31"E | 131.71' |
| C33 | 90°00'00" | 15.00' | 23.56' | N59°24'56"E | 21.21' | C72 | 42°03'39" | 275.00' | 201.88' | N06°36'54"W | 197.37' |
| C34 | 90°00'00" | 15.00' | 23.56' | N30°35'04"W | 21.21' | C73 | 42°03'39" | 325.00' | 238.58' | N06°36'54"W | 233.26' |
| C35 | 90°00'00" | 15.00' | 23.56' | S59°24'56"W | 21.21' | C74 | 194°02'25" | 50.00' | 169.33' | N30°35'04"W | 99.25' |
| C36 | 90°00'00" | 15.00' | 23.56' | S30°35'04"E | 21.21' | C75 | 10°08'30" | 2257.00' | 399.50' | N07°54'48"E | 398.98' |
| C37 | 194°02'25" | 50.00' | 169.33' | N72°34'05"E | 99.25' | C76 | 15°34'54" | 475.00' | 129.18' | N35°21'32"E | 128.78' |
| C38 | 52°01'12" | 15.00' | 13.62' | S36°25'19"E | 13.16' | C77 | 15°34'54" | 525.00' | 142.78' | N35°21'32"E | 142.34' |
| C39 | 90°00'00" | 15.00' | 23.56' | S72°34'05"W | 21.21' | | | | | | |

**GENERAL INFORMATION:**

| | |
|---|---|
| TOTAL ACREAGE | 41.135 ACRES |
| TOTAL LINEAR FEET OF ROW | 8,426' |
| LINEAR FEET OF 50' ROW | 6,804' |
| LINEAR FEET OF 114' ROW | 1,622' |
| ACREAGE OF ROW | 12.241 ACRES |
| NUMBER OF SINGLE FAMILY LOTS | 145 |
| ACREAGE OF SINGLE FAMILY LOTS | 25.287 ACRES |
| NUMBER OF NON-RESIDENTIAL LOTS | 6 |
| ACREAGE OF NON-RESIDENTIAL LOTS | 3.607 ACRES |
| TOTAL NUMBER OF LOTS | 151 |

# MANOR HEIGHTS PHASE 3, SECTION 2
## 41.135 ACRES

CONTAINING A PORTION OF LOT 2 OF J.F. NAGLE ESTATES, PLAT OF WHICH IS RECORDED IN DOCUMENT NO. 199900207, PLAT RECORDS OF TRAVIS COUNTY, AND CONVEYED IN DOCUMENT NUMBER 2019176020, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, ALSO CONTAINING A PORTION OF THAT CERTAIN 157.9603 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171725, CORRECTED IN DOCUMENT NO. 2019176021, AND A PORTION OF THAT CERTAIN 3.469 ACRE TRACT RECORDED IN DOCUMENT 2019171724, ALL RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY; OUT OF THE LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS


SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH: (210) 541-9166 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759
TBPE FIRM REGISTRATION NO. F-928
PH: (512) 418-1771 FAX: (512) 418-1791
CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

OWNER/DEVELOPER:
FORESTAR (USA) REAL ESTATE GROUP, INC.,
A DELAWARE CORPORATION
10700 PECAN PARK BLVD. STE. 150
AUSTIN, TEXAS 78750
CONTACT: JEFF SCOTT



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## LEGEND

| | |
|---|---|
| IRF | IRON ROD FOUND |
| IRFC | IRON ROD FOUND W/ CAP |
| IRSC | IRON ROD W/CAP SET |
| o | 1/2" IRON ROD W/"KHA" CAP SET |
| IPF | IRON PIPE FOUND |
| P.O.B. | POINT OF BEGINNING |
| R.O.W. | RIGHT OF WAY |
| S.D.E. | SIGHT DISTANCE EASEMENT |
| OPRTC | OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS |
| . . . . . | SIDEWALK |
| | APPROXIMATE "ZONE A" PER FEMA FIRM 48453C0505H EFFECTIVE 9/26/2008 |
| | FULLY DEVELOPED 100-YEAR FLOODPLAIN |
| ⊡ | 1/2" IRON ROD SET IN CONCRETE W/CAP "KHA" |
| (A) | BLOCK IDENTIFIERS |


SEE PAGE 2 0F 4 FOR LINE AND CURVE TABLE
SEE PAGE 4 0F 4 FOR LOT SUMMARY TABLE


GRAPHIC SCALE IN FEET
100 0 50 100 200
1" = 100' @ 18X24


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


| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|---|---|---|---|---|---|
| 1" = 100' | DJG | JGM | 12/20/2021 | 069255704 | 2 OF 4 |

DWG NAME: K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255704-MANOR HTS PHASE 3\DWG\PLATS\MANOR HEIGHTS 3-2.DWG PLOTTED BY GONZALEZ, DAVID 5/23/2022 10:48 AM LAST SAVED 5/23/2022 10:47 AM

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

WHEREAS, FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, THE OWNER OF 41.135 ACRE TRACT LOCATED IN THE LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS, SAID 41.134 ACRES CONTAINING A PORTION OF LOT 2 OF J.F. NAGLE ESTATES, PLAT OF WHICH IS RECORDED IN DOCUMENT NO. 199900207, PLAT RECORDS OF TRAVIS COUNTY, AND CONVEYED IN DOCUMENT NUMBER 2019176020, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, ALSO CONTAINING A PORTION OF THAT CERTAIN 157.9603 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171725, CORRECTED IN DOCUMENT NO. 2019176021, AND A PORTION OF THAT CERTAIN 3.469 ACRE TRACT RECORDED IN DOCUMENT 2019171724, ALL RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID, HAVING BEEN APPROVED FOR SUBDIVISION, PURSUANT TO THE PUBLIC NOTIFICATION AND HEARING PROVISION OF CHAPTER 212 AND 232 OF THE LOCAL GOVERNMENT CODE.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS "MANOR HEIGHTS PHASE 3, SECTION 2" OF THE CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY SUBDIVIDES SAID 41.135 ACRES OF LAND OF SAID IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT TO BE KNOW AS "MANOR HEIGHTS PHASE 3, SECTION 2" AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND PUBLIC EASEMENTS THEREON SHOWN FOR THE PURPOSED AND CONSIDERATION THEREIN EXPRESSED: SUBJECT TO ANY EASEMENT OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS DAY MAY 25, 2022

BY:
FORESTAR (USA) REAL ESTATE GROUP INC.,
A DELAWARE CORPORATION
10700 PECAN PARK BLVD. STE. 150
AUSTIN, TEXAS 78750
Jeff Scott

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JEFF SCOTT KNOWN TO ME TO BE THE PERSON OR AGENT WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 25TH DAY OF MAY, 2022

Dina Allan Kidd
NOTARY PUBLIC
NOTARY REGISTRATION NUMBER 131629861
MY COMMISSION EXPIRES: 7-3-22
COUNTY OF WILLIAMSON
THE STATE OF TEXAS

DINA ALLAN KIDD NOTARY PUBLIC STATE OF TEXAS ID# 131629861 EXPIRES 7-3-2022

STATE OF TEXAS §
COUNTY OF TRAVIS §

I, ALEJANDRO E. GRANADOS RICO, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STAND POINT AND COMPLIES WITH THE ENGINEERING RELATED PORTION OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

THIS SITE IS LOCATED IN THE COTTONWOOD CREEK WATERSHED.

A PORTION OF THIS SITE LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48453C0505H, EFFECTIVE DATE SEPTEMBER 26, 2008, TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

Alejandro E. Granados Rico
ALEJANDRO E. GRANADOS RICO, P.E.
REGISTERED PROFESSIONAL ENGINEER No. 130084
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD
AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759

STATE OF TEXAS ALEJANDRO E. GRANADOS RICO 130084 LICENSED PROFESSIONAL ENGINEER
5/25/2022

STATE OF TEXAS §
COUNTY OF BEXAR §

I, JOHN G. MOSIER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEYING RELATED PORTIONS OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE IS TRUE AND CORRECT, AND WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

John G. Mosier 5-23-2022
JOHN G. MOSIER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6330- STATE OF TEXAS
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
Ph. 210-321-3402
greg.mosier@kimley-horn.com

STATE OF TEXAS REGISTERED JOHN G. MOSIER 6330 PROFESSIONAL LAND SURVEYOR

SURVEYOR'S NOTES

1. THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS).
2. ALL DISTANCES SHOWN HEREON ARE ON THE SURFACE. THE COMBINED SURFACE TO GRID SCALE FACTOR FOR THE PROJECT IS 0.99992097045. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.
3. ALL PROPERTY CORNERS OF THE LOTS IN THIS SUBDIVISION WILL BE MONUMENTED PRIOR TO LOTS SALES AND AFTER ROAD CONSTRUCTION WITH A 1/2-INCH IRON ROD WITH RED PLASTIC CAP STAMPED "KHA", UNLESS OTHERWISE NOTED.

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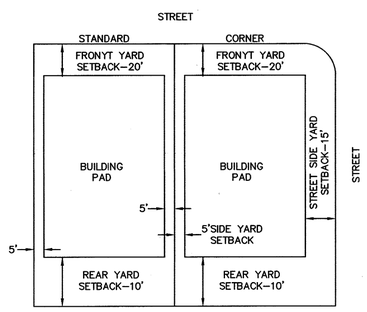
GENERAL NOTES:

1. PROPERTY OWNERS OF THE LOTS ON WHICH THE PUBLIC UTILITY EASEMENT OR THE UNDERGROUND STORM WATER DRAINAGE FACILITIES EASEMENT ARE LOCATED AS SHOWN ON THIS PLAT SHALL PROVIDE ACCESS TO THE CITY OF MANOR IN ORDER FOR THE CITY OF MANOR TO INSPECT AND MAINTAIN THE UNDERGROUND FACILITIES LOCATED WITHIN ANY OF SUCH EASEMENTS.
2. A 10' PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET RIGHTS OF WAY.
3. PUBLIC SIDEWALKS BUILT TO CITY OF MANOR STANDARDS, ARE REQUIRED ALONG ALL STREETS WITHIN THIS SUBDIVISION, THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE ADJOINING LOT BEING OCCUPIED, FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY. BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE COVERING BODY OR UTILITY COMPANY.
4. DRIVEWAY AND DRAINAGE CONSTRUCTION STANDARDS SHALL BE IN ACCORDANCE WITH THE REQUIREMENT OF THE CITY OF MANOR STANDARDS UNLESS OTHERWISE SPECIFIED AND APPROVE BY THE CITY OF MANOR.
5. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO THE CITY OF MANOR WATER AND WASTEWATER SYSTEM.
6. NO BUILDINGS SHALL BE CONSTRUCTED OR MAINTAINED WITHIN THE PUBLIC UTILITIES EASEMENTS OR THE UNDERGROUND STORM WATER FACILITIES EASEMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF MANOR. THE CITY OF MANOR IS NOT RESPONSIBLE FOR THE DAMAGE TO OR REPLACING ANY PORTIONS OF ANY FENCING, LANDSCAPING OR OTHER IMPROVEMENTS CONSTRUCTED WITHIN ANY OF SUCH EASEMENTS WHICH WERE NOT APPROVED BY THE CITY OF MANOR BEFORE THEIR CONSTRUCTION DUE TO THE NECESSARY AND CUSTOMARY WORK BY THE CITY OF MANOR IN REPAIRING, MAINTAINING, OR REPLACING THE UNDERGROUND PIPES AND RELATED FACILITIES WITHIN SUCH EASEMENTS.
7. ALL STREETS, DRAINAGE IMPROVEMENTS, SIDEWALKS, WATER AND WASTEWATER LINES, AND EROSION CONTROLS SHALL BE CONSTRUCTED AND INSTALLED TO CITY OF MANOR STANDARDS.
8. EROSION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON INDIVIDUAL LOTS, INCLUDING DETACHED SINGLE FAMILY IN ACCORDANCE WITH SECTION 1.4.0 OF THE CITY OF AUSTIN ENVIRONMENTAL CRITERIA MANUAL.
9. ALL STREETS IN THE SUBDIVISION SHALL BE CONSTRUCTED TO CITY OF MANOR URBAN STREET STANDARDS. ALL STREETS WILL BE CONSTRUCTED WITH CURB AND GUTTER.
10. PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF MANOR.
11. THE SUBDIVISION OWNER/DEVELOPER AS IDENTIFIED ON THIS PLAN IS RESPONSIBLE FOR POSTING FISCAL SURVEY FOR THE CONSTRUCTION OF ALL SIDEWALKS AS SHOWN OR LISTED ON THE PLAN, WHETHER INSTALLED BY THE OWNER/DEVELOPER OR INDIVIDUAL HOMEBUILDERS. IT IS THE RESPONSIBILITY OF THE OWNER/DEVELOPER TO ENSURE ALL SIDEWALKS ARE ADA COMPLIANT UNLESS A WAIVER HAS BEEN GRANTED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION.
12. THE BUILDING SETBACK LINES SHALL COMPLY WITH THE APPROVED MANOR HEIGHTS PUD ARE AS FOLLOWS:
    (SEE TYPICAL SETBACK DETAIL)
    FRONT YARD - 20'
    REAR YARD - 10'
    SIDE YARD - 5'
    STREET SIDE YARD - 15'
13. THE HOME OWNERS ASSOCIATION, AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HOA") SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL NON-RESIDENTIAL LOTS THAT ARE DEDICATED TO THE HOA.
14. PER THE APPROVED MANOR HEIGHTS PUD, MINIMUM SINGLE-FAMILY RESIDENTIAL LOT SHALL BE 6250 SQ. FT. WITHIN PUD-SF-1 AND 3300 SQ. FT. WITHIN PUD-MEDIUM DENSITY. THE MINIMUM HOME SIZES WILL COMPLY WITH THOSE SET FORTH IN THE MANOR HEIGHTS PUD OF 1500 SQ. FT.
15. LOT 60, BLOCK D, LANDSCAPE LOT, LOT 46, BLOCK F, LANDSCAPE LOT, LOT 1, BLOCK G, LANDSCAPE LOT, LOT 1, BLOCK H, LANDSCAPE LOT, LOT 1, BLOCK I, LANDSCAPE LOT, TO BE DEDICATED TO THE CITY OF MANOR, TEXAS. THE HOMEOWNER ASSOCIATION, AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HOA") SHALL BE RESPONSIBLE FOR MAINTENANCE OF LOT 88, BLOCK A, OPEN SPACE DRAINAGE LOT, LOT 92, BLOCK A, OPEN SPACE, LOT 26, BLOCK B, OPEN SPACE DRAINAGE LOT, AND LOT 11, BLOCK C, OPEN SPACE IN ACCORDANCE WITH THAT CERTAIN DEVELOPMENT AGREEMENT (MANOR HEIGHTS) DATED EFFECTIVE NOVEMBER 7, 2018 (THE "DEVELOPMENT AGREEMENT") AND SHALL ENTER INTO A LICENSE AGREEMENT WITH THE CITY IN SUBSTANTIALLY THE FORM PROVIDED IN THE DEVELOPMENT AGREEMENT. THE CITY SHALL BE RESPONSIBLE FOR MAINTENANCE OF LOT 1, BLOCK A, LANDSCAPE LOT, LOT 13, BLOCK A, LANDSCAPE LOT, LOT 1, BLOCK B, LANDSCAPE LOT, LOT 6, BLOCK D, OPEN SPACE AND DRAINAGE LOT, LOT 19, BLOCK D, OPEN SPACE AND DRAINAGE LOT, LOT 26, BLOCK D, OPEN SPACE AND DRAINAGE LOT, AND LOT 30, BLOCK D, OPEN SPACE LOT UPON THE TERMINATION OF THE LICENSE AGREEMENT OR THE TERMINATION OF THE MAINTENANCE PERIOD PROVIDED IN THE DEVELOPMENT AGREEMENT, WHICHEVER IS LONGER.
16. DEDICATION AND CONVEYANCE LOT 50, BLOCK D, PARKLAND SHALL BE MADE TO THE CITY OF MANOR, TEXAS IN ACCORDANCE WITH THAT CERTAIN DEVELOPMENT AGREEMENT (MANOR HEIGHTS) DATED EFFECTIVE NOVEMBER 7, 2018, AS AMENDED (THE "DEVELOPMENT AGREEMENT"). THE OWNER/DEVELOPER SHALL ENTER INTO A LICENSE AGREEMENT WITH THE CITY IN SUBSTANTIALLY THE FORM PROVIDED IN THE DEVELOPMENT AGREEMENT. THE CITY SHALL BE RESPONSIBLE FOR MAINTENANCE OF LOT 50, BLOCK D, PARKLAND UPON THE TERMINATION OF THE LICENSE AGREEMENT OR THE TERMINATION OF THE MAINTENANCE PERIOD PROVIDED IN THE DEVELOPMENT AGREEMENT, WHICHEVER IS LONGER.
17. ACCESS TO NON-RESIDENTIAL LOTS SHALL BE PROVIDED TO THE CITY WHERE MAINTENANCE IS REQUIRED TO BE PERFORMED BY THE CITY IN ACCORDANCE WITH THAT CERTAIN DEVELOPMENT AGREEMENT (MANOR HEIGHTS) DATED EFFECTIVE NOVEMBER 7, 2018.




TYPICAL SETBACK DETAIL
NOT TO SCALE

CITY OF MANOR ACKNOWLEDGMENTS

THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF MANOR CORPORATE CITY LIMITS AS OF THIS DATE. 14TH DAY OF June, 2022

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, ON THIS THE DATE. 9TH DAY OF March, 2022

APPROVED: ATTEST:
JULIE LEONARD, CHAIRPERSON LLUVIA ALMARAZ, CITY SECRETARY

ACCEPTED AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, ON THIS THE DATE. 9TH DAY OF March, 2022

APPROVED: ATTEST:
DR. CHRISTOPHER HARVEY, MAYOR LLUVIA ALMARAZ, CITY SECRETARY

CITY OF MANOR TEXAS

COUNTY OF TRAVIS:
STATE OF TEXAS:
KNOW ALL ME BY THESE PRESENTS:

I, REBECCA GUERRERO, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DATE 21ST DAY OF June 2022 AT 12:06 O'CLOCK PM, DULY RECORDED ON THE DAY OF 21ST DAY OF June, 2022 AT 12:06 O'CLOCK PM
IN THE PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER 20220000160, OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 21ST DAY OF June, 2022

REBECCA GUERRERO, COUNTY CLERK, TRAVIS
COUNTY, TEXAS

BY: T. Perez
DEPUTY
T. PEREZ

SEAL OF COUNTY COURT TRAVIS COUNTY, TEXAS

SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH: (210) 541-9166 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.
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PH: (512) 418-1771 FAX: (512) 418-1791
CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

OWNER/DEVELOPER:
FORESTAR (USA) REAL ESTATE GROUP, INC.,
A DELAWARE CORPORATION
10700 PECAN PARK BLVD. STE. 150
AUSTIN, TEXAS 78750
CONTACT: JEFF SCOTT

# MANOR HEIGHTS PHASE 3, SECTION 2
## 41.135 ACRES

CONTAINING A PORTION OF LOT 2 OF J.F. NAGLE ESTATES, PLAT OF WHICH IS RECORDED IN DOCUMENT NO. 199900207, PLAT RECORDS OF TRAVIS COUNTY, AND CONVEYED IN DOCUMENT NUMBER 2019176020, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, ALSO CONTAINING A PORTION OF THAT CERTAIN 157.9603 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171725, CORRECTED IN DOCUMENT NO. 2019176021, AND A PORTION OF THAT CERTAIN 3.469 ACRE TRACT RECORDED IN DOCUMENT 2019171724, ALL RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY; OUT OF THE LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS

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

| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|---|---|---|---|---|---|
| 1" = 100' | DJG | JGM | 12/20/2021 | 069255704 | 3 OF 4 |

DWG NAME: K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255704-MANOR HTS PHASE 3\DWG\PLATS\MANOR HEIGHTS 3-2.DWG PLOTTED BY GONZALEZ, DAVID 5/23/2022 10:48 AM LAST SAVED 5/23/2022 10:47 AM

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

**BEING** a 41.135 acre (1,791,834 square feet) tract of land situated in the Lemuel Kimbro Survey No. 64, Abstract No. 456, City of Manor, Travis County, Texas; and containing a portion of Lot 2 of J.F. Nagle Estates, plat of which recorded in Document No. 199900207 of the Plat Records of Travis County; described in instrument to Forestar (USA) Real Estate Group, Inc., recorded in Document No. 2019176020 of the Official Public Records of Travis County, and containing a portion of that certain 157.9603 acre tract of land described in Document No. 2019171725, and in correction deed in Document No. 2019176021, and a portion of that certain 3.469 acre tract of land described in instrument to Forestar (USA) Real Estate Group, Inc., recorded in Document No. 2019171724 of the Official Public Records of Travis County; and being more particularly described as follows:

**BEGINNING** at a 5/8-inch iron rod found marking the southwestern line of aforesaid 3.469 acre tract on the southeasterly line of Lot 1 of J.F. Nagle Estates, plat of which recorded in Document No. 199900207 of the Plat Records of Travis County;

**THENCE,** crossing into Lot 2, of said J.F. Nagle Estates plat the following two (2) courses and distances:
1. in a northerly direction along a non-tangent curve turning to the left, having a radius of 2143.05 feet, a chord North 15°14'58" East, 920.87, a central angle of 24°48'48", and an arc length of 928.11 feet to a 1/2-inch iron rod with cap stamped "KHA" set for corner;
2. North 02°50'33" East, a distance of 112.50 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;

**THENCE,** along the southeasterly line of Lot 3 of said J.F. Nagle Estates plat the following three (3) courses and distances:
1. South 64°11'52" East, a distance of 242.92 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
2. North 27°33'28" East, a distance of 496.22 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. South 62°26'32" East, a distance of 56.90 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set marking the southwestern-most corner of aforesaid 157.9603 acre tract;

**THENCE,** crossing said 157.9603 acre tract, the following forty-one (41) courses and distances:
1. North 73°30'03" East, a distance of 97.58 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
2. South 75°55'00" East, a distance of 97.58 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. South 49°35'26" East, a distance of 70.81 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
4. South 28°39'06" East, a distance of 63.56 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
5. South 10°01'41" East, a distance of 62.95 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
6. South 56°03'48" West, a distance of 140.41 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for point of curvature;
7. in a southerly direction along a non-tangent curve turning to the right, having a radius of 325.00 feet, a chord South 19°48'38" East, 41.93, a central angle of 07°23'47", and an arc length of 41.95 to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
8. North 75°39'03" East, a distance of 125.95 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
9. South 08°48'51" East, a distance of 163.90 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
10. North 84°57'18" West, a distance of 136.15 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
11. in a southerly direction along a non-tangent curve turning to the right, having a radius of 325.00 feet, a chord South 09°43'49" West, 53.09, a central angle of 09°22'14", and an arc length of 53.15 to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
12. South 14°24'56" West, a distance of 3.70 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
13. South 75°35'04" East, a distance of 130.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
14. South 14°24'56" West, a distance of 120.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
15. North 84°44'51" East, a distance of 127.43 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
16. South 53°32'59" East, a distance of 99.32 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
17. South 16°08'29" East, a distance of 38.98 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
18. South 56°08'09" West, a distance of 115.62 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
19. in a southeasterly direction along a non-tangent curve turning to the right, having a radius of 50.00 feet, a chord South 23°12'46" East, 13.98, a central angle of 16°04'35", and an arc length of 14.03 to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
20. North 79°59'57" East, a distance of 123.83 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
21. South 02°46'19" East, a distance of 105.59 feet to a1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
22. South 16°50'50" West, a distance of 250.23 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
23. South 75°35'04" East, a distance of 76.95 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
24. in a easterly direction along a tangent curve to the left, having a radius of 15.00 feet, a chord of North 78°24'20" East, 13.16, a central angle of 52°01'12", and an arc length of 13.62 to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
25. in a southeasterly direction along a reverse tangent curve turning to the right, having a radius of 50.00 feet, a chord South 30°35'04" East, 99.25, a central angle of 194°02'25", and an arc length of 169.33 to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
26. in a southwesterly direction along a reverse tangent curve turning to the left, having a radius of 15.00 feet, a chord South 40°25'32" West, 13.16, a central angle of 52°01'12", and an arc length of 13.62 to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
27. South 14°24'56" West, a distance of 179.84 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
28. in a southerly direction along a tangent curve to the right, having a radius of 625.00 feet, a chord of South 20°59'31" West, 143.16, a central angle of 13°09'09", and an arc length of 143.47 to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
29. South 27°34'05" West, a distance of 385.84 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
30. in a southerly direction along a tangent curve to the left, having a radius of 15.00 feet, a chord of South 01°33'29" West, 13.16, a central angle of 52°01'12", and an arc length of 13.62 to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
31. in a southwesterly direction along a reverse tangent curve turning to the right, having a radius of 50.00 feet, a chord South 33°50'04" West, 85.07, a central angle of 116°34'23", and an arc length of 101.73 to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
32. South 39°56'34" West, a distance of 141.31 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
33. South 48°32'15" West, a distance of 67.42 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
34. North 46°51'01" West, a distance of 165.62 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
35. in a northeasterly direction along a non-tangent curve turning to the left, having a radius of 475.00 feet, a chord North 41°22'30" East, 29.42, a central angle of 03°32'59", and an arc length of 29.43 to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
36. North 50°24'00" West, a distance of 110.66 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
37. North 62°25'55" West, a distance of 448.54 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
38. North 56°45'49" West, a distance of 126.56 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
39. North 62°25'55" West, a distance of 183.84 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
40. South 27°34'05" West, a distance of 405.50 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
41. North 62°25'55" West, a distance of 114.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;

**THENCE,** North 27°34'05" East, a distance of 581.04 feet to the **POINT OF BEGINNING**, and containing 1,791,834 square feet or 41.135 acres of land in Travis County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD'83). All distances are on the surface and shown in U.S. Survey Feet. To convert grid distances to grid, apply the combined SURFACE to GRID scale factor of 0.99992097045. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

| LOT TABLE | | |
|---|---|---|
| LOT NO. | ACRES | SQ. FT. |
| BLOCK D LOT 27 | 0.166 | 7,252 |
| BLOCK D LOT 28 | 0.184 | 8,023 |
| BLOCK D LOT 29 | 0.248 | 10,803 |
| BLOCK D LOT 30 | 0.245 | 10,683 |
| BLOCK D LOT 31 | 0.215 | 9,364 |
| BLOCK D LOT 32 | 0.218 | 9,517 |
| BLOCK D LOT 33 | 0.217 | 9,464 |
| BLOCK D LOT 34 | 0.226 | 9,844 |
| BLOCK D LOT 35 | 0.256 | 11,131 |
| BLOCK D LOT 36 | 0.199 | 8,653 |
| BLOCK D LOT 37 | 0.187 | 8,143 |
| BLOCK D LOT 38 | 0.172 | 7,500 |
| BLOCK D LOT 39 | 0.200 | 8,702 |
| BLOCK D LOT 40 | 0.179 | 7,800 |
| BLOCK D LOT 41 | 0.179 | 7,800 |
| BLOCK D LOT 42 | 0.209 | 9,086 |
| BLOCK D LOT 43 | 0.200 | 8,733 |
| BLOCK D LOT 44 | 0.241 | 10,479 |
| BLOCK D LOT 45 | 0.278 | 12,101 |
| BLOCK D LOT 46 | 0.369 | 16,079 |
| BLOCK D LOT 47 | 0.385 | 16,752 |
| BLOCK D LOT 48 | 0.267 | 11,649 |
| BLOCK D LOT 49 | 0.238 | 10,375 |
| BLOCK D LOT 50 - PARKLAND | 3.260 | 142,016 |
| BLOCK D LOT 51 | 0.179 | 7,800 |
| BLOCK D LOT 52 | 0.179 | 7,800 |
| BLOCK D LOT 53 | 0.200 | 8,702 |
| BLOCK D LOT 54 | 0.172 | 7,500 |
| BLOCK D LOT 55 | 0.172 | 7,500 |
| BLOCK D LOT 56 | 0.172 | 7,500 |
| BLOCK D LOT 57 | 0.191 | 8,320 |
| BLOCK D LOT 58 | 0.186 | 8,093 |
| BLOCK D LOT 59 | 0.173 | 7,526 |
| BLOCK D LOT 60 LANDSCAPE | 0.045 | 1,966 |
| BLOCK F LOT 21 | 0.212 | 9,215 |
| BLOCK F LOT 22 | 0.150 | 6,532 |
| BLOCK F LOT 23 | 0.143 | 6,250 |
| BLOCK F LOT 24 | 0.143 | 6,250 |

| LOT TABLE | | |
|---|---|---|
| LOT NO. | ACRES | SQ. FT. |
| BLOCK F LOT 25 | 0.143 | 6,250 |
| BLOCK F LOT 26 | 0.143 | 6,250 |
| BLOCK F LOT 27 | 0.143 | 6,250 |
| BLOCK F LOT 28 | 0.143 | 6,250 |
| BLOCK F LOT 29 | 0.143 | 6,250 |
| BLOCK F LOT 30 | 0.143 | 6,250 |
| BLOCK F LOT 31 | 0.144 | 6,253 |
| BLOCK F LOT 32 | 0.144 | 6,277 |
| BLOCK F LOT 33 | 0.147 | 6,421 |
| BLOCK F LOT 34 | 0.145 | 6,309 |
| BLOCK F LOT 35 | 0.239 | 10,408 |
| BLOCK F LOT 36 | 0.307 | 13,365 |
| BLOCK F LOT 37 | 0.207 | 9,022 |
| BLOCK F LOT 38 | 0.148 | 6,437 |
| BLOCK F LOT 39 | 0.151 | 6,562 |
| BLOCK F LOT 40 | 0.155 | 6,743 |
| BLOCK F LOT 41 | 0.160 | 6,980 |
| BLOCK F LOT 42 | 0.246 | 10,723 |
| BLOCK F LOT 43 | 0.158 | 6,871 |
| BLOCK F LOT 44 | 0.154 | 6,710 |
| BLOCK F LOT 45 | 0.151 | 6,594 |
| BLOCK F LOT 46 LANDSCAPE | 0.045 | 1,966 |
| BLOCK G LOT 1 LANDSCAPE | 0.086 | 3,728 |
| BLOCK G LOT 2 | 0.143 | 6,250 |
| BLOCK G LOT 3 | 0.143 | 6,250 |
| BLOCK G LOT 4 | 0.143 | 6,250 |
| BLOCK G LOT 5 | 0.143 | 6,250 |
| BLOCK G LOT 6 | 0.195 | 8,487 |
| BLOCK G LOT 7 | 0.187 | 8,143 |
| BLOCK G LOT 8 | 0.143 | 6,250 |
| BLOCK G LOT 9 | 0.143 | 6,250 |
| BLOCK G LOT 10 | 0.143 | 6,250 |
| BLOCK G LOT 11 | 0.143 | 6,250 |
| BLOCK G LOT 12 | 0.143 | 6,250 |
| BLOCK G LOT 13 | 0.143 | 6,250 |
| BLOCK G LOT 14 | 0.171 | 7,452 |
| BLOCK G LOT 15 | 0.214 | 9,327 |
| BLOCK G LOT 16 | 0.158 | 6,875 |

| LOT TABLE | | |
|---|---|---|
| LOT NO. | ACRES | SQ. FT. |
| BLOCK G LOT 17 | 0.158 | 6,875 |
| BLOCK G LOT 18 | 0.158 | 6,875 |
| BLOCK G LOT 19 | 0.158 | 6,875 |
| BLOCK G LOT 20 | 0.158 | 6,875 |
| BLOCK G LOT 21 | 0.158 | 6,875 |
| BLOCK G LOT 22 | 0.209 | 9,098 |
| BLOCK G LOT 23 | 0.217 | 9,443 |
| BLOCK G LOT 24 | 0.164 | 7,150 |
| BLOCK G LOT 25 | 0.164 | 7,150 |
| BLOCK G LOT 26 | 0.179 | 7,800 |
| BLOCK H LOT 1 LANDSCAPE | 0.087 | 3,803 |
| BLOCK H LOT 2 | 0.149 | 6,500 |
| BLOCK H LOT 3 | 0.149 | 6,500 |
| BLOCK H LOT 4 | 0.149 | 6,500 |
| BLOCK H LOT 5 | 0.149 | 6,500 |
| BLOCK H LOT 6 | 0.162 | 7,056 |
| BLOCK H LOT 7 | 0.164 | 7,129 |
| BLOCK H LOT 8 | 0.148 | 6,465 |
| BLOCK H LOT 9 | 0.143 | 6,250 |
| BLOCK H LOT 10 | 0.143 | 6,250 |
| BLOCK H LOT 11 | 0.143 | 6,250 |
| BLOCK H LOT 12 | 0.143 | 6,250 |
| BLOCK H LOT 13 | 0.171 | 7,452 |
| BLOCK H LOT 14 | 0.171 | 7,452 |
| BLOCK H LOT 15 | 0.143 | 6,250 |
| BLOCK H LOT 16 | 0.143 | 6,250 |
| BLOCK H LOT 17 | 0.143 | 6,250 |
| BLOCK H LOT 18 | 0.143 | 6,250 |
| BLOCK H LOT 19 | 0.143 | 6,250 |
| BLOCK H LOT 20 | 0.197 | 8,590 |
| BLOCK H LOT 21 | 0.205 | 8,937 |
| BLOCK H LOT 22 | 0.155 | 6,758 |
| BLOCK H LOT 23 | 0.149 | 6,500 |
| BLOCK H LOT 24 | 0.149 | 6,500 |
| BLOCK H LOT 25 | 0.149 | 6,500 |
| BLOCK I LOT 1 LANDSCAPE | 0.084 | 3,653 |
| BLOCK I LOT 2 | 0.143 | 6,250 |
| BLOCK I LOT 3 | 0.143 | 6,250 |

| LOT TABLE | | |
|---|---|---|
| LOT NO. | ACRES | SQ. FT. |
| BLOCK I LOT 4 | 0.143 | 6,250 |
| BLOCK I LOT 5 | 0.161 | 6,999 |
| BLOCK I LOT 6 | 0.180 | 7,851 |
| BLOCK I LOT 7 | 0.149 | 6,506 |
| BLOCK I LOT 8 | 0.143 | 6,250 |
| BLOCK I LOT 9 | 0.143 | 6,250 |
| BLOCK I LOT 10 | 0.143 | 6,250 |
| BLOCK I LOT 11 | 0.204 | 8,868 |
| BLOCK I LOT 12 | 0.171 | 7,442 |
| BLOCK I LOT 13 | 0.143 | 6,250 |
| BLOCK I LOT 14 | 0.143 | 6,250 |
| BLOCK I LOT 15 | 0.143 | 6,250 |
| BLOCK I LOT 16 | 0.143 | 6,250 |
| BLOCK I LOT 17 | 0.160 | 6,950 |
| BLOCK I LOT 18 | 0.186 | 8,092 |
| BLOCK I LOT 19 | 0.143 | 6,250 |
| BLOCK I LOT 20 | 0.143 | 6,250 |
| BLOCK I LOT 21 | 0.143 | 6,250 |
| BLOCK I LOT 22 | 0.143 | 6,250 |
| BLOCK J LOT 1 | 0.200 | 8,702 |
| BLOCK J LOT 2 | 0.172 | 7,500 |
| BLOCK J LOT 3 | 0.172 | 7,500 |
| BLOCK J LOT 4 | 0.172 | 7,500 |
| BLOCK J LOT 5 | 0.172 | 7,500 |
| BLOCK J LOT 6 | 0.172 | 7,500 |
| BLOCK J LOT 7 | 0.172 | 7,500 |
| BLOCK J LOT 8 | 0.172 | 7,500 |
| BLOCK J LOT 9 | 0.200 | 8,702 |
| BLOCK J LOT 10 | 0.200 | 8,702 |
| BLOCK J LOT 11 | 0.172 | 7,500 |
| BLOCK J LOT 12 | 0.172 | 7,500 |
| BLOCK J LOT 13 | 0.172 | 7,500 |
| BLOCK J LOT 14 | 0.172 | 7,500 |
| BLOCK J LOT 15 | 0.172 | 7,500 |
| BLOCK J LOT 16 | 0.172 | 7,500 |
| BLOCK J LOT 17 | 0.172 | 7,500 |
| BLOCK J LOT 18 | 0.200 | 8,702 |
| ROW | 12.241 | 533,203 |

# MANOR HEIGHTS PHASE 3, SECTION 2
## 41.135 ACRES

CONTAINING A PORTION OF LOT 2 OF J.F. NAGLE ESTATES, PLAT OF WHICH IS RECORDED IN DOCUMENT NO. 199900207, PLAT RECORDS OF TRAVIS COUNTY, AND CONVEYED IN DOCUMENT NUMBER 2019176020, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, ALSO CONTAINING A PORTION OF THAT CERTAIN 157.9603 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171725, CORRECTED IN DOCUMENT NO. 2019176021, AND A PORTION OF THAT CERTAIN 3.469 ACRE TRACT RECORDED IN DOCUMENT 2019171724, ALL RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY; OUT OF THE LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS

SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH: (210) 541-9166 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759
TBPE FIRM REGISTRATION NO. F-928
PH: (512) 418-1771 FAX: (512) 418-1791
CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

OWNER/DEVELOPER:
FORESTAR (USA) REAL ESTATE GROUP, INC.,
A DELAWARE CORPORATION
10700 PECAN PARK BLVD. STE. 150
AUSTIN, TEXAS 78750
CONTACT: JEFF SCOTT

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

| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|---|---|---|---|---|---|
| 1" = 100' | DJG | JGM | 12/20/2021 | 069255704 | 4 OF 4 |

DWG NAME: K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255704-MANOR HTS PHASE 3\DWG\PLATS\MANOR HEIGHTS 3-2.DWG PLOTTED BY: GONZALEZ, DAVID 5/23/2022 10:48 AM LAST SAVED: 5/23/2022 10:47 AM

$237.00 6-21-22 202200161

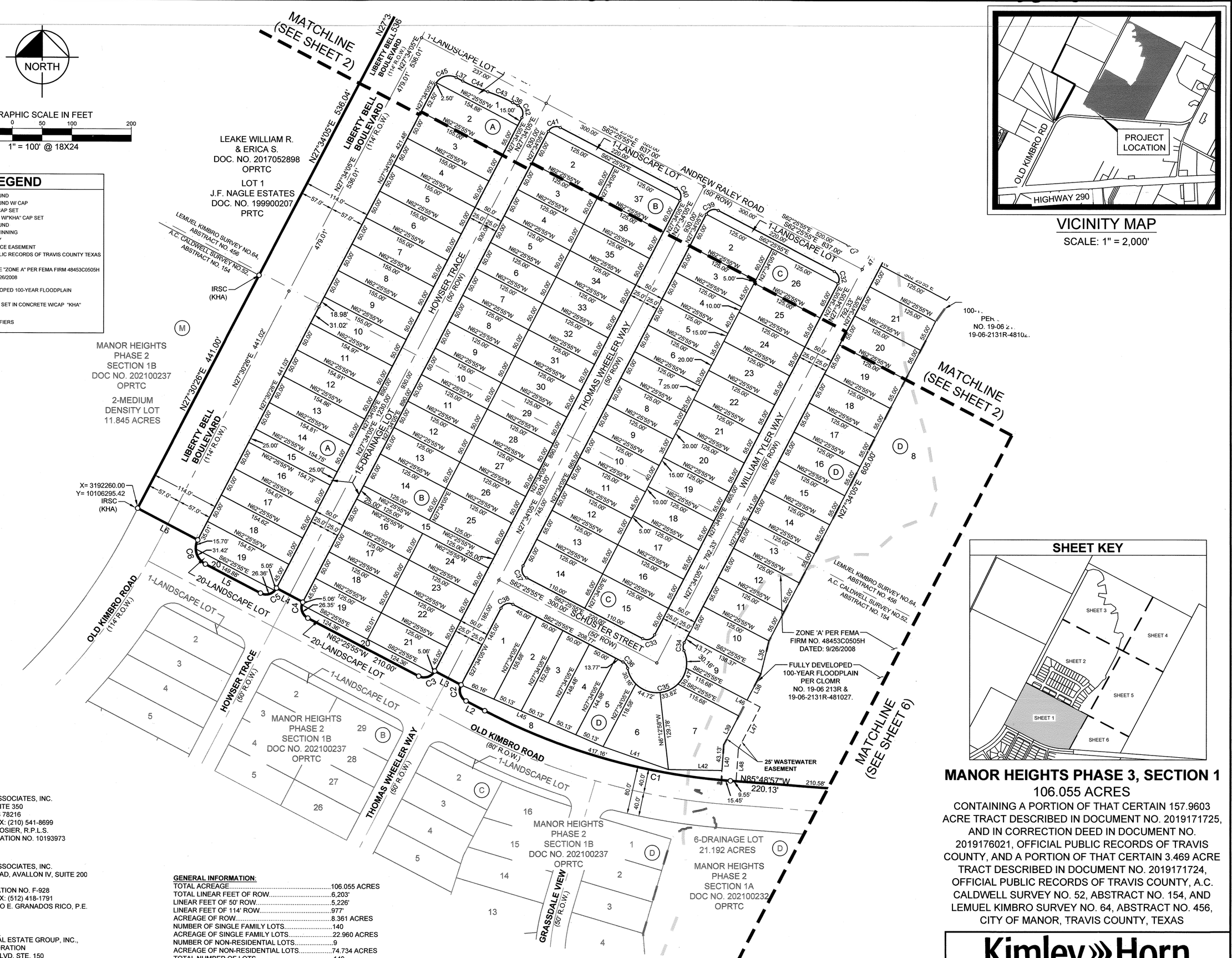
Item 19.

NORTH

GRAPHIC SCALE IN FEET
100 0 50 100 200
1" = 100' @ 18X24

## LEGEND

| | |
|---|---|
| IRF | IRON ROD FOUND |
| IRFC | IRON ROD FOUND W/ CAP |
| IRSC | IRON ROD W/CAP SET |
| o | 1/2" IRON ROD W/"KHA" CAP SET |
| IPF | IRON PIPE FOUND |
| P.O.B. | POINT OF BEGINNING |
| R.O.W. | RIGHT OF WAY |
| S.D.E. | SIGHT DISTANCE EASEMENT |
| OPRTC | OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS |
| · · · · · · | SIDEWALK |
| | APPROXIMATE "ZONE A" PER FEMA FIRM 48453C0505H EFFECTIVE 9/26/2008 |
| — · · — | FULLY DEVELOPED 100-YEAR FLOODPLAIN |
| ⊡ | 1/2" IRON ROD SET IN CONCRETE W/CAP "KHA" |
| (A) | BLOCK IDENTIFIERS |







## VICINITY MAP
SCALE: 1" = 2,000'




# MANOR HEIGHTS PHASE 3, SECTION 1

106.055 ACRES

CONTAINING A PORTION OF THAT CERTAIN 157.9603 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171725, AND IN CORRECTION DEED IN DOCUMENT NO. 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND A PORTION OF THAT CERTAIN 3.469 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171724, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, AND LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS


SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH: (210) 541-9166 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759
TBPE FIRM REGISTRATION NO. F-928
PH: (512) 418-1771 FAX: (512) 418-1791
CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

OWNER/DEVELOPER:
FORESTAR (USA) REAL ESTATE GROUP, INC.,
A DELAWARE CORPORATION
10700 PECAN PARK BLVD. STE. 150
AUSTIN, TEXAS 78750
CONTACT: JEFF SCOTT



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**GENERAL INFORMATION:**

| | |
|---|---|
| TOTAL ACREAGE | 106.055 ACRES |
| TOTAL LINEAR FEET OF ROW | 6,203' |
| LINEAR FEET OF 50' ROW | 5,226' |
| LINEAR FEET OF 114' ROW | 977' |
| ACREAGE OF ROW | 8.361 ACRES |
| NUMBER OF SINGLE FAMILY LOTS | 140 |
| ACREAGE OF SINGLE FAMILY LOTS | 22.960 ACRES |
| NUMBER OF NON-RESIDENTIAL LOTS | 9 |
| ACREAGE OF NON-RESIDENTIAL LOTS | 74.734 ACRES |
| TOTAL NUMBER OF LOTS | 149 |


SEE PAGE 6 0F 8 FOR LINE AND CURVE TABLE
SEE PAGE 8 0F 8 FOR LOT SUMMARY TABLE


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

| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|---|---|---|---|---|---|
| 1" = 100' | DJG | JGM | 02/04/2022 | 069255703 | 1 OF 8 |

DWG NAME: K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255704-MANOR HTS PHASE 3\DWG\PLAT\MANOR HEIGHTS 3-1.DWG PLOTTED BY GONZALEZ, DAVID 5/23/2022 10:29 AM LAST SAVED 5/23/2022 10:29 AM

2022-00161

Item 19.

NORTH

GRAPHIC SCALE IN FEET
100 0 50 100 200
1" = 100' @ 18X24

## LEGEND

| | |
|---|---|
| IRF | IRON ROD FOUND |
| IRFC | IRON ROD FOUND W/ CAP |
| IRSC | IRON ROD W/CAP SET |
| O | 1/2" IRON ROD W"KHA" CAP SET |
| IPF | IRON PIPE FOUND |
| P.O.B. | POINT OF BEGINNING |
| R.O.W. | RIGHT OF WAY |
| S.D.E. | SIGHT DISTANCE EASEMENT |
| OPRTC | OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS |
| | SIDEWALK |
| | APPROXIMATE "ZONE A" PER FEMA FIRM 48453C0505H EFFECTIVE 9/26/2008 |
| | FULLY DEVELOPED 100-YEAR FLOODPLAIN |
| | 1/2" IRON ROD SET IN CONCRETE W/CAP "KHA" |
| A | BLOCK IDENTIFIERS |

APPROXIMATE LOCATION OF 30' PIPELINE EASEMENT VOL.844, PG.103 DOC #2010005284 OPRTC

FORESTAR (USA) REAL ESTATE GROUP, INC. DOC. NO. 2019176020 OPRTC

LOT 2 J.F. NAGLE ESTATES DOC. NO. 199900207 PRTC

(CALLED 3.469 ACRES) FORESTAR (USA) REAL ESTATE GROUP, INC. DOC. NO. 2019171724 OPRTC

MATCHLINE (SEE SHEET 3)

5/8" IRF

5/8" IRF

(UNPLATTED) 157.9603 ACRES FORESTAR (USA) REAL ESTATE GROUP, INC. DOC. NO. 2019171725 CORRECTED IN DOC. NO. 2019176021 OPRTC (REMAINDER)

LEAKE WILLIAM R. & ERICA S. DOC. NO. 2017052898 OPRTC

LOT 1 J.F. NAGLE ESTATES DOC. NO. 199900207 PRTC

X= 3193000.49
Y= 10107468.45

1/2" IRSC (KHA) IN CONCRETE

LIBERTY BELL BOULEVARD (114' R.O.W.)

ERTY BELL JULEVARD (114' R.O.W.)

1-LANDSCAPE LOT

HOWSER TRACE (50' ROW)

ALCALA TERRANCE (50' ROW)

ANDREW RALEY ROAD (50' ROW)

ZONE 'A' PER FEMA FIRM NO. 48453C0505H DATED: 9/26/2008

FULLY DEVELOPED 100-YEAR FLOODPLAIN PER CLOMR NO. 19-06 213R & 19-06-2131R-481027.

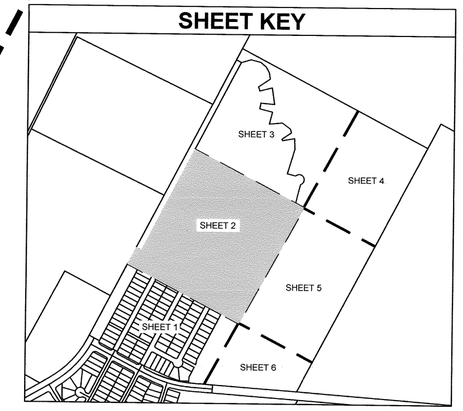
X= 3193853.56
Y= 10106900.53

MATCHLINE (SEE SHEET 1)

MATCHLINE (SEE SHEET 5)

10' P.U.E.

## SHEET KEY




# MANOR HEIGHTS PHASE 3, SECTION 1

106.055 ACRES

CONTAINING A PORTION OF THAT CERTAIN 157.9603 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171725, AND IN CORRECTION DEED IN DOCUMENT NO. 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND A PORTION OF THAT CERTAIN 3.469 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171724, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, AND LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS


SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH: (210) 541-9166 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759
TBPE FIRM REGISTRATION NO. F-928
PH: (512) 418-1771 FAX: (512) 418-1791
CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

OWNER/DEVELOPER:
FORESTAR (USA) REAL ESTATE GROUP, INC.,
A DELAWARE CORPORATION
10700 PECAN PARK BLVD. STE. 150
AUSTIN, TEXAS 78750
CONTACT: JEFF SCOTT


**GENERAL INFORMATION:**

| | |
|---|---|
| TOTAL ACREAGE | 106.055 ACRES |
| TOTAL LINEAR FEET OF ROW | 6,203' |
| LINEAR FEET OF 50' ROW | 5,226' |
| LINEAR FEET OF 114' ROW | 977' |
| ACREAGE OF ROW | 8.361 ACRES |
| NUMBER OF SINGLE FAMILY LOTS | 140 |
| ACREAGE OF SINGLE FAMILY LOTS | 22.960 ACRES |
| NUMBER OF NON-RESIDENTIAL LOTS | 9 |
| ACREAGE OF NON-RESIDENTIAL LOTS | 74.734 ACRES |
| TOTAL NUMBER OF LOTS | 149 |


SEE PAGE 6 0F 8 FOR LINE AND CURVE TABLE
SEE PAGE 8 0F 8 FOR LOT SUMMARY TABLE



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Kimley»Horn


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Tel. No. (210) 541-9166
www.kimley-horn.com


| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|---|---|---|---|---|---|
| 1" = 100' | DJG | JGM | 02/04/2022 | 069255703 | 2 OF 8 |

DWG NAME: K:\SNA_SURVEY\MANOR HEIGHTS\DEVELOPMENT\069255704-MANOR HTS PHASE 3\DWG\PLATS\MANOR HEIGHTS 3-1.DWG PLOTTED BY GONZALEZ, DAVID 5/23/2022 10:29 AM LAST SAVED 5/23/2022 10:27 AM

2022 00161

Item 19.

NORTH

GRAPHIC SCALE IN FEET

100 0 50 100 200

1" = 100' @ 18X24

## LEGEND

| | |
|---|---|
| IRF | IRON ROD FOUND |
| IRFC | IRON ROD FOUND W/ CAP |
| IRSC | IRON ROD W/CAP SET |
| O | 1/2" IRON ROD W/"KHA" CAP SET |
| IPF | IRON PIPE FOUND |
| P.O.B. | POINT OF BEGINNING |
| R.O.W. | RIGHT OF WAY |
| S.D.E. | SIGHT DISTANCE EASEMENT |
| OPRTC | OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS |
| | SIDEWALK |
| | APPROXIMATE "ZONE A" PER FEMA FIRM 48453C0505H EFFECTIVE 9/26/2008 |
| | FULLY DEVELOPED 100-YEAR FLOODPLAIN |
| | 1/2" IRON ROD SET IN CONCRETE W/CAP "KHA" |
| (A) | BLOCK IDENTIFIERS |

IRSC

1/2" IRF

X= 3193734.27
Y= 10109122.05

25.00'

L32 99.36'

L31 L30 L29 L28 L27 L26 L25

S62°20'52"E 2069.05'
1432.87'
S62°20'52"E 1408.44'

25' WASTEWATER EASEMENT

LEAKE WILLIAM R.
& ERICA S.
DOC. NO. 2001013062
OPRTC

LOT 3
J.F. NAGLE ESTATES
DOC. NO. 199900207
PRTC

(UNPLATTED)
(CALLED 3.469 ACRES)
FORESTAR (USA) REAL
ESTATE GROUP, INC.
DOC. NO. 2019171724
OPRTC

(UNPLATTED)
(CALLED 114.836 ACRES)
TIFFANY BRICK CO. L.P.
DOC. NO. 2003150661 OPRTC

C16 10' P.U.E

L24

ZONE 'A' PER FEMA
FIRM NO. 48453C0505H
DATED: 9/26/2008

APPROXIMATE
LOCATION OF
30' PIPELINE
EASEMENT
VOL.848, PG.54
DOC #2010005284
OPRTC

5/8" IRF

L23

L22

C15 10' P.U.E

L21

L20

FULLY DEVELOPED
100-YEAR FLOODPLAIN
PER CLOMR
NO. 19-06 213R &
19-06-2131R-481027.

D 8

L19

L18

L17

L16

L15

C14 10' P.U.E

L14

L13

N16°50'50"E 250.23'

FORESTAR (USA) REAL
ESTATE GROUP, INC.
DOC. NO. 2019176020
OPRTC

LOT 2
J.F. NAGLE ESTATES
DOC. NO. 199900207
PRTC

(UNPLATTED)
157.9603 ACRES
FORESTAR (USA) REAL
ESTATE GROUP, INC.
DOC. NO. 2019171725
CORRECTED IN DOC. NO.
2019176021
OPRTC
(REMAINDER)

25' WASTEWATER EASEMENT

10' P.U.E

L12

C13 104.30'

C12

N81°14'54"W 450.13'

20.22'

44.81'

C11

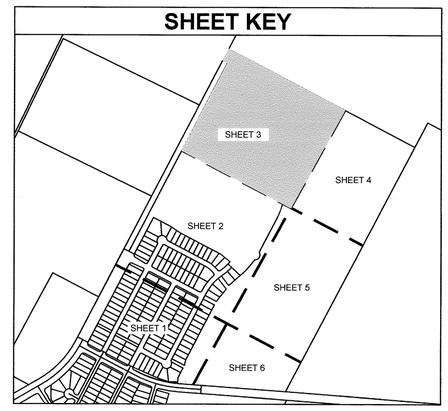
N81°14'54"W 450.19'

N14°24'56"E 179.84'

MATCHLINE
(SEE SHEET 2)

MATCHLINE
(SEE SHEET 4)

## SHEET KEY




# MANOR HEIGHTS PHASE 3, SECTION 1

106.055 ACRES

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SAN ANTONIO, TEXAS 78216
PH: (210) 541-9166 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER:
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10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759
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**GENERAL INFORMATION:**

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| ACREAGE OF SINGLE FAMILY LOTS | 22.960 ACRES |
| NUMBER OF NON-RESIDENTIAL LOTS | 9 |
| ACREAGE OF NON-RESIDENTIAL LOTS | 74.734 ACRES |
| TOTAL NUMBER OF LOTS | 149 |


SEE PAGE 6 0F 8 FOR LINE AND CURVE TABLE
SEE PAGE 8 0F 8 FOR LOT SUMMARY TABLE



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| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|---|---|---|---|---|---|
| 1" = 100' | DJG | JGM | 02/04/2022 | 069255703 | 3 OF 8 |

DWG NAME: K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255704-MANOR HTS PHASE 3\DWG\PLATS\MANOR HEIGHTS 3-1.DWG PLOTTED BY GONZALEZ, DAVID 5/23/2022 10:29 AM LAST SAVED 5/23/2022 10:27 AM

202200161

Item 19.

NORTH

GRAPHIC SCALE IN FEET

100 0 50 100 200

1" = 100' @ 18X24

## LEGEND

| | |
|---|---|
| IRF | IRON ROD FOUND |
| IRFC | IRON ROD FOUND W/ CAP |
| IRSC | IRON ROD W/CAP SET |
| O | 1/2" IRON ROD W/"KHA" CAP SET |
| IPF | IRON PIPE FOUND |
| P.O.B. | POINT OF BEGINNING |
| R.O.W. | RIGHT OF WAY |
| S.D.E. | SIGHT DISTANCE EASEMENT |
| OPRTC | OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS |
| · · · · · · | SIDEWALK |
| | APPROXIMATE "ZONE A" PER FEMA FIRM 48453C0505H EFFECTIVE 9/26/2008 |
| | FULLY DEVELOPED 100-YEAR FLOODPLAIN |
| ⊡ | 1/2" IRON ROD SET IN CONCRETE W/CAP "KHA" |
| (A) | BLOCK IDENTIFIERS |

MATCHLINE (SEE SHEET 3)

25' WASTEWATER EASEMENT

1432.87'

S62°20'52"E 1408.44'

(UNPLATTED)
(CALLED 114.836 ACRES)
TIFFANY BRICK CO. L.P.
DOC. NO. 2003150661 OPRTC

S62°20'52"E 2069.05'

636.18'

IRSC

X= 3195566.99
Y= 10108161.80

25' WASTEWATER EASEMENT

N26°13'22"E 337.36'

N26°13'22"E 356.69'

D 8

N3°20'13"E 382.62'

N3°20'13"E 791.43'

N81°14'54"W 450.13'

N81°14'54"W 450.19'

25' WASTEWATER EASEMENT

FLOOD ZONE "A"

(UNPLATTED)
(CALLED 75 ACRES)
PICKERILL LAURIE &
DARYL SWENSON
DOC. NO. 2018193347
OPRTC

N3°20'13"E 414.50'

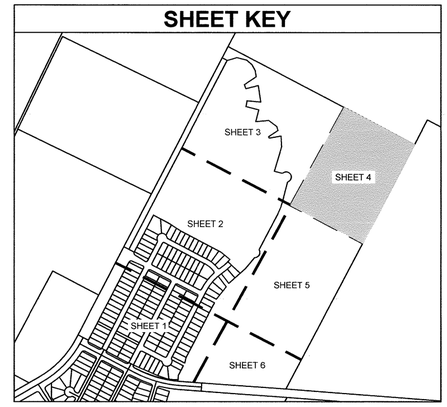
N3°20'13"E 791.43'

25' WASTEWATER EASEMENT

S27°47'17"W 2710.56'

MATCHLINE (SEE SHEET 5)

## SHEET KEY

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DWG NAME: K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255704-MANOR HTS PHASE 3\DWG\PLATS\MANOR HEIGHTS 3-1.DWG PLOTTED BY GONZALEZ, DAVID 5/23/2022 10:29 AM LAST SAVED 5/23/2022 10:27 AM

NORTH

GRAPHIC SCALE IN FEET

100 0 50 100 200

1" = 100' @ 18X24

## LEGEND

| | |
|---|---|
| IRF | IRON ROD FOUND |
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| A | BLOCK IDENTIFIERS |

MATCHLINE (SEE SHEET 2)

MATCHLINE (SEE SHEET 4)

MATCHLINE (SEE SHEET 6)

FLOOD ZONE "A"

8 (D)

N0°02'26"E 377.46'

N0°02'26"E 386.18'

N41°24'09"E 221.45'

N41°24'08"E 224.76'

N13°52'23"E 273.02'

N13°52'23"E 272.07'

25' WASTEWATER EASEMENT

N37°15'17"E 342.43'

N37°15'17"E 343.44'

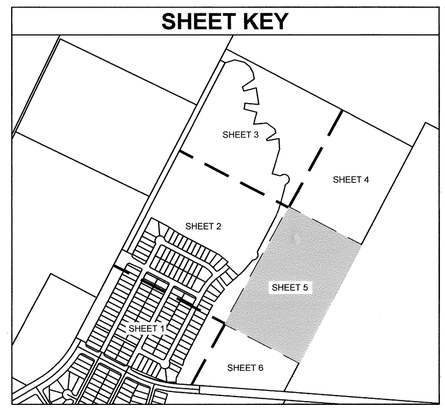
N18°19'31"E 415.27'

N18°19'31"E 408.07'

S27°47'17"W 2710.56'

(UNPLATTED)
(CALLED 75 ACRES)
PICKERILL LAURIE &
DARYL SWENSON
DOC. NO. 2018193347
OPRTC

SHEET KEY

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DWG NAME: K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255704-MANOR HTS PHASE 3\DWG\PLATS\MANOR HEIGHTS 3-1.DWG PLOTTED BY: GONZALEZ, DAVID 5/23/2022 10:29 AM LAST SAVED: 5/23/2022 10:27 AM

NORTH

GRAPHIC SCALE IN FEET

100 0 50 100 200

1" = 100' @ 18X24

## LEGEND

| | |
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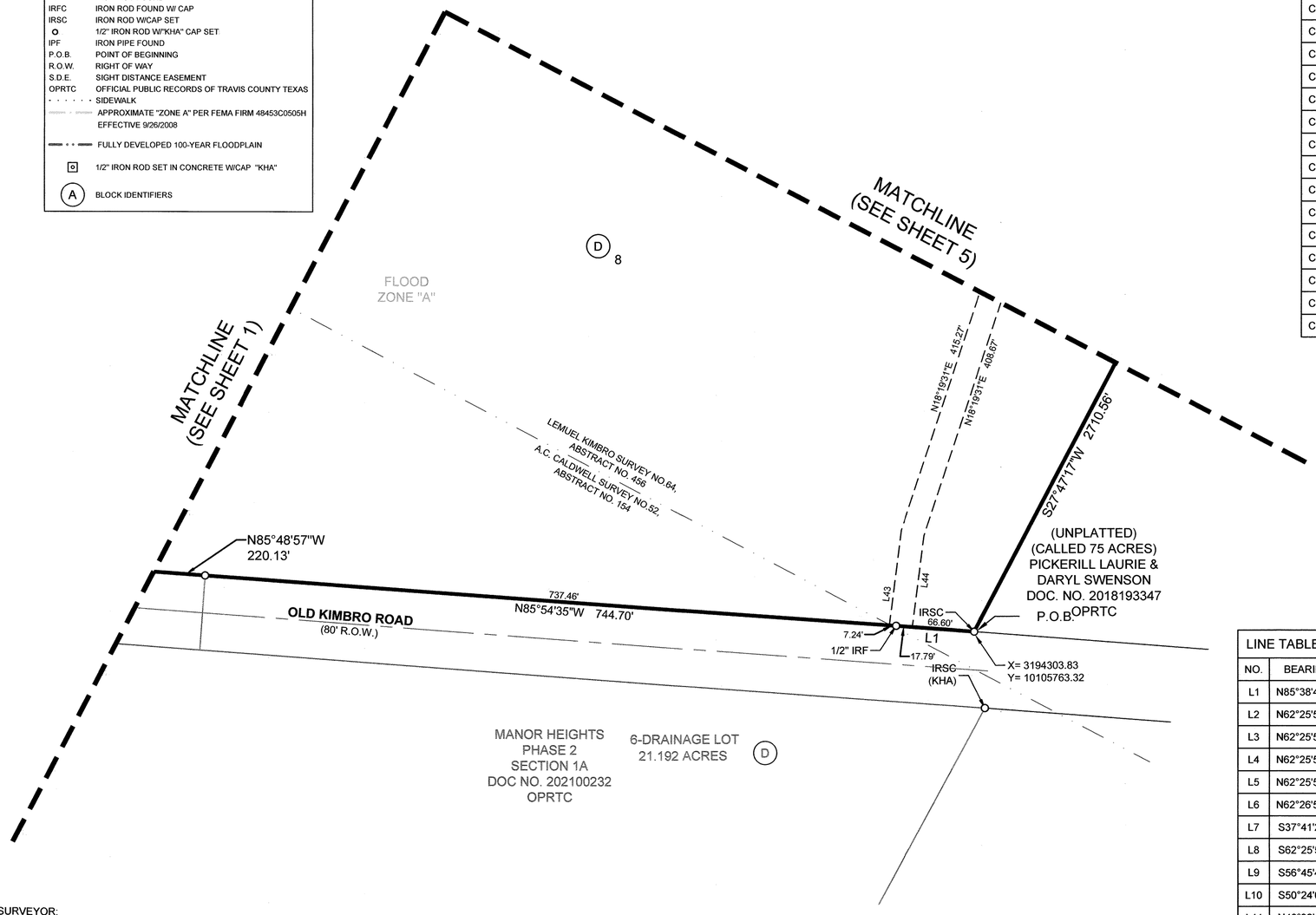
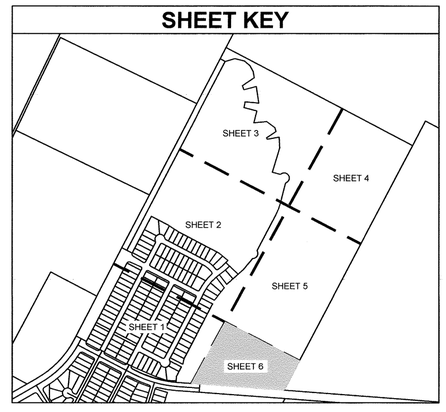



| CURVE TABLE | | | | | | CURVE TABLE | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| NO. | DELTA | RADIUS | LENGTH | CHORD BEARING | CHORD | NO. | DELTA | RADIUS | LENGTH | CHORD BEARING | CHORD |
| C1 | 23°23'02" | 1060.00' | 432.61' | N74°07'26"W | 429.62' | C27 | 86°30'08" | 15.00' | 22.65' | S81°02'54"E | 20.56' |
| C2 | 90°00'00" | 20.00' | 31.42' | N17°25'55"W | 28.28' | C28 | 90°00'00" | 15.00' | 23.56' | S17°25'55"E | 21.21' |
| C3 | 90°00'00" | 20.00' | 31.42' | S72°34'05"W | 28.28' | C29 | 90°00'00" | 15.00' | 23.56' | S72°34'05"W | 21.21' |
| C4 | 90°00'00" | 20.00' | 31.42' | N17°25'55"W | 28.28' | C30 | 85°53'11" | 15.00' | 22.48' | N05°07'08"E | 20.44' |
| C5 | 90°00'00" | 20.00' | 31.42' | S72°34'05"W | 28.28' | C31 | 90°00'00" | 15.00' | 23.56' | N72°34'05"E | 21.21' |
| C6 | 89°58'58" | 30.00' | 47.11' | N17°26'26"W | 42.42' | C32 | 90°00'00" | 15.00' | 23.56' | N17°25'55"W | 21.21' |
| C7 | 3°32'59" | 475.00' | 29.43' | S41°22'30"W | 29.42' | C33 | 90°00'00" | 15.00' | 23.56' | N72°34'05"E | 21.21' |
| C8 | 116°34'23" | 50.00' | 101.73' | N33°50'04"E | 85.07' | C34 | 52°01'12" | 15.00' | 13.62' | S01°33'29"W | 13.16' |
| C9 | 52°01'12" | 15.00' | 13.62' | N01°33'29"E | 13.16' | C35 | 194°02'25" | 50.00' | 169.33' | N72°34'05"E | 99.25' |
| C10 | 13°09'09" | 625.00' | 143.47' | N20°59'31"E | 143.16' | C36 | 52°01'12" | 15.00' | 13.62' | N36°25'19"W | 13.16' |
| C11 | 52°01'12" | 15.00' | 13.62' | N40°25'32"E | 13.16' | C37 | 90°00'00" | 15.00' | 23.56' | S17°25'55"E | 21.21' |
| C12 | 194°02'25" | 50.00' | 169.33' | N30°35'04"W | 99.25' | C38 | 90°00'00" | 15.00' | 23.56' | S72°34'05"W | 21.21' |
| C13 | 52°01'12" | 15.00' | 13.62' | S78°24'20"W | 13.16' | C39 | 90°00'00" | 15.00' | 23.56' | S72°34'05"W | 21.21' |
| C14 | 16°04'35" | 50.00' | 14.03' | N23°12'46"W | 13.98' | C40 | 90°00'00" | 15.00' | 23.56' | N17°25'55"W | 21.21' |
| C15 | 9°22'14" | 325.00' | 53.15' | N09°43'49"E | 53.09' | C41 | 90°00'00" | 15.00' | 23.56' | S72°34'05"W | 21.21' |
| C16 | 7°23'47" | 325.00' | 41.95' | N19°48'38"W | 41.93' | C42 | 90°00'00" | 15.00' | 23.56' | N17°25'55"W | 21.21' |
| C17 | 24°44'32" | 300.00' | 129.55' | S50°03'39"E | 128.55' | C43 | 8°45'38" | 300.00' | 45.87' | N66°48'44"W | 45.83' |
| C18 | 28°35'44" | 500.00' | 249.54' | N41°51'57"E | 246.96' | C44 | 8°45'38" | 300.00' | 45.87' | S66°48'44"E | 45.83' |
| C19 | 13°00'51" | 500.00' | 113.57' | N49°39'23"E | 113.33' | C45 | 84°22'04" | 25.50' | 37.55' | S75°22'49"W | 34.25' |
| C20 | 90°24'09" | 25.00' | 39.45' | S17°37'57"E | 35.48' | C46 | 24°36'28" | 275.00' | 118.11' | S50°07'41"E | 117.20' |
| C21 | 8°45'38" | 300.00' | 45.87' | N58°03'06"W | 45.83' | C47 | 24°38'05" | 325.00' | 139.74' | S50°06'52"E | 138.66' |
| C22 | 8°45'38" | 300.00' | 45.87' | S58°03'06"E | 45.83' | C48 | 13°00'49" | 525.00' | 119.24' | N49°39'24"E | 118.99' |
| C23 | 90°00'00" | 15.00' | 23.56' | N72°34'05"E | 21.21' | C49 | 12°33'03" | 475.00' | 104.05' | N49°25'31"E | 103.84' |
| C24 | 48°30'09" | 15.00' | 12.70' | N03°19'01"E | 12.32' | C50 | 28°35'44" | 475.00' | 237.07' | S41°51'57"W | 234.61' |
| C25 | 194°02'25" | 50.00' | 169.33' | S72°34'05"W | 99.25' | C51 | 20°29'39" | 525.00' | 187.79' | S37°48'54"W | 186.79' |
| C26 | 52°01'12" | 15.00' | 13.62' | S36°25'19"E | 13.16' | | | | | | |

| LINE TABLE | | | LINE TABLE | | |
|---|---|---|---|---|---|
| NO. | BEARING | LENGTH | NO. | BEARING | LENGTH |
| L1 | N85°38'46"W | 84.38' | L25 | N56°03'48"E | 140.41' |
| L2 | N62°25'55"W | 35.45' | L26 | N10°01'41"W | 62.95' |
| L3 | N62°25'55"W | 50.00' | L27 | N28°39'06"W | 63.56' |
| L4 | N62°25'55"W | 50.00' | L28 | N49°35'26"W | 70.81' |
| L5 | N62°25'55"W | 104.53' | L29 | N75°55'00"W | 97.58' |
| L6 | N62°26'57"W | 114.00' | L30 | S73°30'03"W | 97.58' |
| L7 | S37°41'23"E | 37.91' | L31 | N62°26'32"W | 56.90' |
| L8 | S62°25'55"E | 114.00' | L32 | N27°33'28"E | 124.35' |
| L9 | S56°45'49"E | 126.56' | L33 | S62°25'55"E | 12.99' |
| L10 | S50°24'00"E | 110.66' | L34 | S62°25'55"E | 10.45' |
| L11 | N48°32'15"E | 67.42' | L35 | N13°54'04"E | 56.60' |
| L12 | N75°35'04"W | 76.95' | L36 | N62°25'55"W | 10.45' |
| L13 | N02°46'19"W | 105.59' | L37 | N62°26'09"W | 12.67' |
| L14 | S79°59'57"W | 123.83' | L38 | S27°34'05"W | 50.00' |
| L15 | N56°08'09"E | 115.62' | L39 | S27°34'05"W | 54.74' |
| L16 | N16°08'29"W | 38.98' | L40 | N04°05'25"E | 59.13' |
| L17 | N53°32'59"W | 99.32' | L41 | S70°46'22"E | 116.20' |
| L18 | S84°44'51"W | 127.43' | L42 | S88°54'18"E | 90.02' |
| L19 | N14°24'56"E | 120.00' | L43 | N07°10'59"E | 102.39' |
| L20 | N75°35'04"W | 130.00' | L44 | N07°10'59"E | 98.68' |
| L21 | N14°24'56"E | 3.70' | L45 | S66°33'01"E | 260.67' |
| L22 | S84°57'18"E | 136.15' | L46 | S62°25'55"E | 140.68' |
| L23 | N08°48'51"W | 163.90' | L47 | S27°34'05"W | 79.54' |
| L24 | S75°39'03"W | 125.95' | L48 | S04°05'25"W | 54.08' |




# MANOR HEIGHTS PHASE 3, SECTION 1

## 106.055 ACRES

CONTAINING A PORTION OF THAT CERTAIN 157.9603 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171725, AND IN CORRECTION DEED IN DOCUMENT NO. 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND A PORTION OF THAT CERTAIN 3.469 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171724, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, AND LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS

SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH: (210) 541-9166 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759
TBPE FIRM REGISTRATION NO. F-928
PH: (512) 418-1771 FAX: (512) 418-1791
CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

OWNER/DEVELOPER:
FORESTAR (USA) REAL ESTATE GROUP, INC.,
A DELAWARE CORPORATION
10700 PECAN PARK BLVD. STE. 150
AUSTIN, TEXAS 78750
CONTACT: JEFF SCOTT

**GENERAL INFORMATION:**

| | |
|---|---|
| TOTAL ACREAGE | 106.055 ACRES |
| TOTAL LINEAR FEET OF ROW | 6,203' |
| LINEAR FEET OF 50' ROW | 5,226' |
| LINEAR FEET OF 114' ROW | 977' |
| ACREAGE OF ROW | 8.361 ACRES |
| NUMBER OF SINGLE FAMILY LOTS | 140 |
| ACREAGE OF SINGLE FAMILY LOTS | 22.960 ACRES |
| NUMBER OF NON-RESIDENTIAL LOTS | 9 |
| ACREAGE OF NON-RESIDENTIAL LOTS | 74.734 ACRES |
| TOTAL NUMBER OF LOTS | 149 |

SEE PAGE 6 0F 8 FOR LINE AND CURVE TABLE
SEE PAGE 8 0F 8 FOR LOT SUMMARY TABLE

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Kimley»Horn

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

| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|---|---|---|---|---|---|
| 1" = 100' | DJG | JGM | 02/04/2022 | 069255703 | 6 OF 8 |

DWG NAME: K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255704-MANOR HTS PHASE 3\DWG\PLATS\MANOR HEIGHTS 3-1.DWG PLOTTED BY GONZALEZ, DAVID 5/23/2022 10:29 AM LAST SAVED 5/23/2022 10:27 AM

2022200161

Item 19.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

WHEREAS, FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, THE OWNER OF 106.055 ACRE TRACT LOCATED IN THE A.C. CALDWELL SURVEY NUMBER 52, ABSTRACT NUMBER 154, AND THE LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS, CONTAINING A PORTION OF THAT CERTAIN 157.9603 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171725, CORRECTED IN DOCUMENT NO. 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND A PORTION OF THAT CERTAIN 3.469 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171724, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND DO HEREBY SUBDIVIDE SAID, HAVING BEEN APPROVED FOR SUBDIVISION, PURSUANT TO THE PUBLIC NOTIFICATION AND HEARING PROVISION OF CHAPTER 212 AND 232 OF THE LOCAL GOVERNMENT CODE.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS "MANOR HEIGHTS PHASE 3, SECTION 1" OF THE CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY SUBDIVIDES SAID 106.055 ACRES OF LAND OF SAID IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT TO BE KNOW AS "MANOR HEIGHTS PHASE 3, SECTION 1" AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND PUBLIC EASEMENTS THEREON SHOWN FOR THE PURPOSED AND CONSIDERATION THEREIN EXPRESSED: SUBJECT TO ANY EASEMENT OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS DAY MAY 25, 2022

BY:_____
FORESTAR (USA) REAL ESTATE GROUP INC.,
A DELAWARE CORPORATION
10700 PECAN PARK BLVD. STE. 150
AUSTIN, TEXAS 78750
Jeff Scott

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JEFF SCOTT KNOWN TO ME TO BE THE PERSON OR AGENT WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 25TH DAY OF MAY, 2022

Dina Allan Kidd
NOTARY PUBLIC
NOTARY REGISTRATION NUMBER 131629861
MY COMMISSION EXPIRES: 7-3-22
COUNTY OF WILLIAMSON
THE STATE OF TEXAS

DINA ALLAN KIDD NOTARY PUBLIC STATE OF TEXAS ID# 131629861 EXPIRES 7-3-2022

STATE OF TEXAS §
COUNTY OF TRAVIS §

I, ALEJANDRO E. GRANADOS RICO, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STAND POINT AND COMPLIES WITH THE ENGINEERING RELATED PORTION OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

THIS SITE IS LOCATED IN THE COTTONWOOD CREEK WATERSHED.

A PORTION OF THIS SITE LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48453C0505H, EFFECTIVE DATE SEPTEMBER 26, 2008, TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

Alejandro E. Granados Rico
ALEJANDRO E. GRANADOS RICO, P.E.
REGISTERED PROFESSIONAL ENGINEER No. 130084
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD
AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759

STATE OF TEXAS ALEJANDRO E. GRANADOS RICO 130084 LICENSED PROFESSIONAL ENGINEER 5/25/2022

STATE OF TEXAS §
COUNTY OF BEXAR §

I, JOHN G. MOSIER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEYING RELATED PORTIONS OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE IS TRUE AND CORRECT, AND WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

John G. Mosier 5-23-2022
JOHN G. MOSIER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6330- STATE OF TEXAS
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
Ph. 210-321-3402
greg.mosier@kimley-horn.com

STATE OF TEXAS REGISTERED JOHN G. MOSIER 6330 PROFESSIONAL LAND SURVEYOR

SURVEYOR'S NOTES

1. THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS).
2. ALL DISTANCES SHOWN HEREON ARE ON THE SURFACE. THE COMBINED SURFACE TO GRID SCALE FACTOR FOR THE PROJECT IS 0.99992097045. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.
3. ALL PROPERTY CORNERS OF THE LOTS IN THIS SUBDIVISION WILL BE MONUMENTED PRIOR TO LOTS SALES AND AFTER ROAD CONSTRUCTION WITH A 1/2-INCH IRON ROD WITH RED PLASTIC CAP STAMPED "KHA", UNLESS OTHERWISE NOTED.

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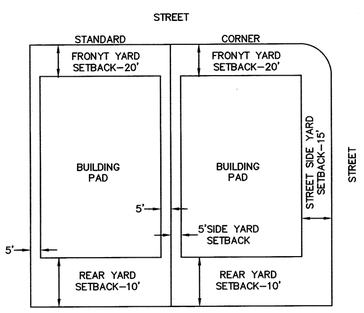
GENERAL NOTES:

1. PROPERTY OWNERS OF THE LOTS ON WHICH THE PUBLIC UTILITY EASEMENT OR THE UNDERGROUND STORM WATER DRAINAGE FACILITIES EASEMENT ARE LOCATED AS SHOWN ON THIS PLAT SHALL PROVIDE ACCESS TO THE CITY OF MANOR IN ORDER FOR THE CITY OF MANOR TO INSPECT AND MAINTAIN THE UNDERGROUND FACILITIES LOCATED WITHIN ANY OF SUCH EASEMENTS.
2. A 10' PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET RIGHTS OF WAY.
3. PUBLIC SIDEWALKS BUILT TO CITY OF MANOR STANDARDS, ARE REQUIRED ALONG ALL STREETS WITHIN THIS SUBDIVISION, THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE ADJOINING LOT BEING OCCUPIED, FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY. BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY.
4. DRIVEWAY AND DRAINAGE CONSTRUCTION STANDARDS SHALL BE IN ACCORDANCE WITH THE REQUIREMENT OF THE CITY OF MANOR STANDARDS UNLESS OTHERWISE SPECIFIED AND APPROVE BY THE CITY OF MANOR.
5. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO THE CITY OF MANOR WATER AND WASTEWATER SYSTEM.
6. NO BUILDINGS SHALL BE CONSTRUCTED OR MAINTAINED WITHIN THE PUBLIC UTILITIES EASEMENTS OR THE UNDERGROUND STORM WATER FACILITIES EASEMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF MANOR. THE CITY OF MANOR IS NOT RESPONSIBLE FOR THE DAMAGE TO OR REPLACING ANY PORTIONS OF ANY FENCING, LANDSCAPING OR OTHER IMPROVEMENTS CONSTRUCTED WITHIN ANY OF SUCH EASEMENTS WHICH WERE NOT APPROVED BY THE CITY OF MANOR BEFORE THEIR CONSTRUCTION DUE TO THE NECESSARY AND CUSTOMARY WORK BY THE CITY OF MANOR IN REPAIRING, MAINTAINING, OR REPLACING THE UNDERGROUND PIPES AND RELATED FACILITIES WITHIN SUCH EASEMENTS.
7. ALL STREETS, DRAINAGE IMPROVEMENTS, SIDEWALKS, WATER AND WASTEWATER LINES, AND EROSION CONTROLS SHALL BE CONSTRUCTED AND INSTALLED TO CITY OF MANOR STANDARDS.
8. EROSION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON INDIVIDUAL LOTS, INCLUDING DETACHED SINGLE FAMILY IN ACCORDANCE WITH SECTION 1.4.0 OF THE CITY OF AUSTIN ENVIRONMENTAL CRITERIA MANUAL (FEBRUARY 20, 2020.
9. ALL STREETS IN THE SUBDIVISION SHALL BE CONSTRUCTED TO CITY OF MANOR URBAN STREET STANDARDS. ALL STREETS WILL BE CONSTRUCTED WITH CURB AND GUTTER.
10. PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF MANOR.
11. THE SUBDIVISION OWNER/DEVELOPER AS IDENTIFIED ON THIS PLAT IS RESPONSIBLE FOR POSTING FISCAL SURETY FOR THE CONSTRUCTION OF ALL SIDEWALKS AS SHOWN OR LISTED ON THE MANOR HEIGHTS PHASE 3 SECTION 1 FINAL PLAT, WHETHER INSTALLED BY THE OWNER/DEVELOPER OR INDIVIDUAL HOMEBUILDERS. IT IS THE RESPONSIBILITY OF THE OWNER/DEVELOPER TO ENSURE ALL SIDEWALKS ARE ADA COMPLIANT UNLESS A WAIVER HAS BEEN GRANTED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION.
12. THE BUILDING SETBACK LINES SHALL COMPLY WITH THE APPROVED MANOR HEIGHTS PUD (ORDINANCE NO. 534) AND ARE AS FOLLOWS:
    (SEE TYPICAL SETBACK DETAIL)
    FRONT YARD - 20'
    REAR YARD - 10'
    SIDE YARD - 5'
    STREET SIDE YARD - 15'
13. THE HOME OWNERS ASSOCIATION, AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HOA") SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL NON-RESIDENTIAL LOTS THAT ARE DEDICATED TO THE HOA.
14. PER THE APPROVED MANOR HEIGHTS PUD, MINIMUM SINGLE-FAMILY RESIDENTIAL LOT SHALL BE 6250 Sq.Ft. WITHIN PUD-SF-1 AND 3300 Sq.Ft. WITHIN PUD-MEDIUM DENSITY. THE MINIMUM HOME SIZES WILL COMPLY WITH THOSE SET FORTH IN THE MANOR HEIGHTS PUD OF 1500 Sq.Ft.
15. LOT 8, BLOCK D, DRAINAGE LOT IS DEDICATED TO THE CITY OF MANOR, TEXAS. THE HOMEOWNER ASSOCIATION,AND/OR ITS SUCCESSORS AND ASSIGNS ("THE HOA") SHALL BE RESPONSIBLE FOR MAINTENANCE OF LOT 8, BLOCK D, DRAINAGE LOT, IN ACCORDANCE WITH THAT CERTAIN DEVELOPMENT AGREEMENT (MANOR HEIGHTS) DATED EFFECTIVE NOVEMBER 7, 2018 AS AMENDED (THE "DEVELOPMENT AGREEMENT") AND SHALL ENTER INTO A LICENSE AGREEMENT WITH THE CITY IN SUBSTANTIALLY THE FORM PROVIDED IN THE DEVELOPMENT AGREEMENT. THE CITY SHALL BE RESPONSIBLE FOR MAINTENANCE OF LOT 8, BLOCK D, DRAINAGE LOT, UPON TERMINATION OF THE LICENSE AGREEMENT OR THE TERMINATION OF THE MAINTENANCE PERIOD PROVIDED IN THE DEVELOPMENT AGREEMENT, WHICHEVER IS LONGER.
15. LOT 1, BLOCK A, LANDSCAPE LOT, LOT 15, BLOCK A, DRAINAGE LOT, LOT 20, BLOCK A, LANDSCAPE LOT, LOT 1, BLOCK B, LANDSCAPE LOT, LOT 15, BLOCK B, DRAINAGE LOT, LOT 20, BLOCK B, LANDSCAPE LOT, LOT 1, BLOCK C, LANDSCAPE LOT, AND LOT 1, BLOCK F, LANDSCAPE LOT ARE TO BE DEDICATED TO THE HOMEOWNER ASSOCIATION. THE HOMEOWNER ASSOCIATION, AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HOA") SHALL BE RESPONSIBLE FOR MOWING AND MAINTAINING LANDSCAPING IN THE DRAINAGE LOTS.
16. ACCESS TO NON-RESIDENTIAL LOTS SHALL BE PROVIDED TO THE CITY WHERE MAINTENANCE IS REQUIRED TO BE PERFORMED BY THE CITY IN ACCORDANCE WITH THAT CERTAIN DEVELOPMENT AGREEMENT (MANOR HEIGHTS) DATED EFFECTIVE NOVEMBER 7, 2018, AS AMENDED.




TYPICAL SETBACK DETAIL
NOT TO SCALE

CITY OF MANOR ACKNOWLEDGMENTS

THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF MANOR CORPORATE CITY LIMITS AS OF THIS DATE. 14TH DAY OF June, 2022

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, ON THIS THE DATE. 11TH DAY OF May, 2022

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

ACCEPTED AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, ON THIS THE DATE. 11TH DAY OF May, 2022

APPROVED: _____ ATTEST: _____
DR. CHRISTOPHER HARVEY, MAYOR — LLUVIA T. ALMARAZ, CITY SECRETARY

CITY OF MANOR TEXAS

COUNTY OF TRAVIS:
STATE OF TEXAS:
KNOW ALL ME BY THESE PRESENTS:

I, REBECCA GUERRERO, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DATE 21ST DAY OF June, 2022 AT 12:14 O'CLOCK PM, DULY RECORDED ON THE DAY OF 21ST DAY OF June, 2022 AT 12:14 O'CLOCK PM IN THE PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER 202200161, OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 21ST DAY OF June, 2022

REBECCA GUERRERO, COUNTY CLERK, TRAVIS
COUNTY, TEXAS

BY: _____
DEPUTY
T. PEREZ

SEAL OF COUNTY COURT TRAVIS COUNTY, TEXAS

SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH: (210) 541-9166 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759
TBPE FIRM REGISTRATION NO. F-928
PH: (512) 418-1771 FAX: (512) 418-1791
CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

OWNER/DEVELOPER:
FORESTAR (USA) REAL ESTATE GROUP, INC.,
A DELAWARE CORPORATION
10700 PECAN PARK BLVD. STE. 150
AUSTIN, TEXAS 78750
CONTACT: JEFF SCOTT

# MANOR HEIGHTS PHASE 3, SECTION 1

106.055 ACRES

CONTAINING A PORTION OF THAT CERTAIN 157.9603 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171725, AND IN CORRECTION DEED IN DOCUMENT NO. 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND A PORTION OF THAT CERTAIN 3.469 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171724, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, AND LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS

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

| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|---|---|---|---|---|---|
| N/A | DJG | JGM | 02/04/2022 | 069255703 | 7 OF 8 |

DWG NAME: K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255704-MANOR HTS PHASE 3\DWG\PLAT\SMANOR HEIGHTS 3-1.DWG PLOTTED BY GONZALEZ, DAVID 5/23/2022 10:29 AM LAST SAVED 5/23/2022 10:27 AM

2022-00161

Item 19.

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

**BEING** a 106.055 acre (4,619,755 square feet) tract of land situated in the A.C. Caldwell Survey No. 52, Abstract No. 154, and Lemuel Kimbro Survey No. 64, Abstract No. 456, City of Manor, Travis County, Texas; containing a portion of a called 157.9603 acre tract of land described in instrument to Forestar (USA) Real Estate Group, Inc. recorded in Document No. 2019171725 and corrected in Document No. 2019176021 of the Official Public Records of Travis County, and containing a portion of a called 3.469 acre tract of land described in instrument to Forestar (USA) Real Estate Group, Inc. recorded in Document No. 2019171724 of the Official Public Records of Travis County; and being more particularly described as follows:

**BEGINNING** at a 1/2-inch iron rod with a plastic cap stamped "KHA" found on the northernly right-of-way line of said Old Kimbro Road marking the southwestern-most corner of a called 75 acre tract of land described in instrument to Laurie Pickerill and Daryl Swenson recorded in Document No. 2018193347 of the Official Public Records of Travis County;

**THENCE**, along the northernly right-of-way line of said Old Kimbro Road, the following fifteen (15) courses and distances;

1. North 85°38'46" West, 84.38 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
2. North 85°54'35" West, 744.70 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. North 85°48'57" West, 220.13 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
4. in a northwesterly direction, along a tangent curve to the right, a central angle of 23°23'02", a radius of 1060.00 feet, a chord bearing and distance of North 74°07'26" West, 429.62 feet, and a total arc length of 432.61 feet to a point for corner of tangency;
5. North 62°25'55" West, 35.45 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
6. in a northwesterly direction, along a tangent curve to the right, a central angle of 90°00'00", a radius of 20.00 feet, a chord bearing and distance of North 17°25'55" West, 28.28 feet, and a total arc length of 31.42 feet to a point of tangency;
7. North 62°25'55" West, 50.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
8. in a southwesterly direction, along a non-tangent curve to the right, a central angle of 90°00'00", a radius of 20.00 feet, a chord bearing and distance of South 72°34'05" West, 28.28 feet, and a total arc length of 31.42 feet to a point of tangency;
9. North 62°25'55" West, 210.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
10. in a northwesterly direction, along a tangent curve to the right, a central angle of 90°00'00", a radius of 20.00 feet, a chord bearing and distance of North 17°25'55" West, 28.28 feet, and a total arc length of 31.42 feet to a point of tangency;
11. North 62°25'55" West, 50.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
12. in a southwesterly direction, along a non-tangent curve to the right, a central angle of 90°00'00", a radius of 20.00 feet, a chord bearing and distance of South 72°34'05" West, 28.28 feet, and a total arc length of 31.42 feet to a point of tangency;
13. North 62°25'55" West, 104.53 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
14. in a northwesterly direction, along a tangent curve to the right, a central angle of 89°58'58", a radius of 30.00 feet, a chord bearing and distance of North 17°26'26" West, 42.42 feet, and a total arc length of 47.11 feet to a point of tangency;
15. North 62°26'57" West, 114.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;

**THENCE**, North 27°30'26" East, 441.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set marking the southwest most corner of aforesaid 157.9603 acre tract on the southeasterly line of Lot 1 of J.F. Nagle Estates, plat of which recorded in Document No. 199900207 of the Official Public Records of Travis County;

**THENCE**, North 27°34'05" East, 536.04 feet along the easterly boundary line of said Lot 1 to a 1/2-inch iron rod with a plastic cap stamped "KHA" set in concrete for corner;

**THENCE**, departing from said Lot 1 and crossing said 157.9603 acre tract, the following forty-two (42) courses and distances:

1. South 62°25'55" East, 114.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
2. North 27°34'05" East, 405.50 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. South 62°25'55" East, 183.84 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
4. South 56°45'49" East, 126.56 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
5. South 62°25'55" East, 448.54 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
6. South 50°24'00" East, 110.66 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
7. in a southwesterly direction, along a non-tangent curve to the right, a central angle of 3°32'59", a radius of 475.00 feet, a chord bearing and distance of South 41°22'30" West, 29.42 feet, and a total arc length of 29.43 feet to a point of tangency;
8. South 46°51'01" East, 165.62 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
9. North 48°32'15" East, 67.42 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
10. North 39°56'34" East, 141.31 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
11. in a northeasterly direction, along a non-tangent curve to the left, a central angle of 116°34'23", a radius of 50.00 feet, a chord bearing and distance of North 33°50'04" East, 85.07 feet, and a total arc length of 101.73 feet to a point of tangency;
12. in a northeasterly direction, along a tangent reverse curve to the right, a central angle of 52°01'12", a radius of 15.00 feet, a chord bearing and distance of North 1°33'29" East, 13.16 feet, and a total arc length of 13.62 feet to a point of tangency;
13. North 27°34'05" East, 385.84 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
14. in a northeasterly direction, along a tangent curve to the left, a central angle of 13°09'09", a radius of 625.00 feet, a chord bearing and distance of North 20°59'31" East, 143.16 feet, and a total arc length of 143.47 feet to a point of tangency;
15. North 14°24'56" East, 179.84 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
16. in a northeasterly direction, along a tangent curve to the right, a central angle of 52°01'12", a radius of 15.00 feet, a chord bearing and distance of North 40°25'32" East, 13.16 feet, and a total arc length of 13.62 feet to a point of tangency;
17. in a northwesterly direction, along a tangent reverse curve to the left, a central angle of 194°02'25", a radius of 50.00 feet, a chord bearing and distance of North 30°35'04" West, 99.25 feet, and a total arc length of 169.33 feet to a point of tangency;
18. in a southwesterly direction, along a tangent reverse curve to the right, a central angle of 52°01'12", a radius of 15.00 feet, a chord bearing and distance of South 78°24'20" West, 13.16 feet, and a total arc length of 13.62 feet to a point of tangency;
19. North 75°35'04" West, 76.95 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
20. North 16°50'50" East, 250.23 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
21. North 2°46'19" West, 105.59 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
22. South 79°59'57" West, 123.83 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
23. in a northwesterly direction, along a non-tangent curve to the left, a central angle of 16°04'35", a radius of 50.00 feet, a chord bearing and distance of North 23°12'46" West, 13.98 feet, and a total arc length of 14.03 feet to a point of tangency;
24. North 56°08'09" East, 115.62 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
25. North 16°08'29" West, 38.98 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
26. North 53°32'59" West, 99.32 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
27. South 84°44'51" West, 127.43 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
28. North 14°24'56" East, 120.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
29. North 75°35'04" West, 130.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
30. North 14°24'56" East, 3.70 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
31. in a northeasterly direction, along a tangent curve to the left, a central angle of 9°22'14", a radius of 325.00 feet, a chord bearing and distance of North 9°43'49" East, 53.09 feet, and a total arc length of 53.15 feet to a point of tangency;
32. South 84°57'18" East, 136.15 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
33. North 8°48'51" West, 163.90 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
34. South 75°39'03" West, 125.95 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
35. in a northwesterly direction, along a non-tangent curve to the left, a central angle of 7°23'47", a radius of 325.00 feet, a chord bearing and distance of North 19°48'38" West, 41.93 feet, and a total arc length of 41.95 feet to a point of tangency;
36. North 56°03'48" East, 140.41 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
37. North 10°01'41" West, 62.95 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
38. North 28°39'06" West, 63.56 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
39. North 49°35'26" West, 70.81 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
40. North 75°55'00" West, 97.58 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
41. South 73°30'03" West, 97.58 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
42. North 62°26'32" West, 56.90 feet to a 1/2-inch iron with a plastic cap stamped "KHA" set marking the southwestern-most corner of aforesaid 157.9603 acre tract on the southeasterly line of Lot 3 of J.F. Nagle Estates, plat of which recorded in Document No. 199900207 of the Official Public Records of Travis County;

**THENCE**, North 27°33'28" East, 124.35 feet along the southeasterly boundary line of said Lot 3 and the southwest most corner of a called 114.836 acre tract of land described in instrument to Tiffany Brick Co, LP. recorded in Document No. 2003150661 of the Official Public Records of Travis County, to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a corner;

**THENCE**, South 62°20'52" East, 2069.05 feet, departing the easterly line of said Lot 3 of the J.F Nagle Estates and along the southerly boundary line of a called 114.836 acre tract of land, to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a corner;

**THENCE**, South 27°47'17" West, 2710.56 feet and along the westerly boundary line of a called 75 acre tract of land described in instrument to Laurie Pickerill and Daryl Swenson recorded in Document No. 2018193347 of the Official Public Records of Travis County and to the northerly right-of-way line of said Old Kimbro Road to the **POINT OF BEGINNING**, and containing 106.055 acres of land in Travis County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD'83). All distances are on the surface and shown in U.S. Survey Feet. To convert grid distances to grid, apply the combined SURFACE to GRID scale factor of 0.99992097045. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

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| LOT TABLE | | |
|---|---|---|
| LOT NO. | ACRES | SQ. FT. |
| BLOCK A LOT 1 - LANDSCAPE | 0.089 | 3,875 |
| BLOCK A LOT 2 | 0.196 | 8,525 |
| BLOCK A LOT 3 | 0.178 | 7,750 |
| BLOCK A LOT 4 | 0.178 | 7,750 |
| BLOCK A LOT 5 | 0.178 | 7,750 |
| BLOCK A LOT 6 | 0.178 | 7,750 |
| BLOCK A LOT 7 | 0.178 | 7,750 |
| BLOCK A LOT 8 | 0.178 | 7,750 |
| BLOCK A LOT 9 | 0.178 | 7,750 |
| BLOCK A LOT 10 | 0.178 | 7,749 |
| BLOCK A LOT 11 | 0.178 | 7,747 |
| BLOCK A LOT 12 | 0.178 | 7,744 |
| BLOCK A LOT 13 | 0.178 | 7,742 |
| BLOCK A LOT 14 | 0.178 | 7,739 |
| BLOCK A LOT 15 - DRAINAGE | 0.089 | 3,869 |
| BLOCK A LOT 16 | 0.178 | 7,735 |
| BLOCK A LOT 17 | 0.178 | 7,732 |
| BLOCK A LOT 18 | 0.177 | 7,730 |
| BLOCK A LOT 19 | 0.177 | 7,707 |
| BLOCK A LOT 20 - LANDSCAPE | 0.047 | 2,060 |
| BLOCK B LOT 1 - LANDSCAPE | 0.084 | 3,653 |
| BLOCK B LOT 2 | 0.172 | 7,500 |
| BLOCK B LOT 3 | 0.143 | 6,250 |
| BLOCK B LOT 4 | 0.143 | 6,250 |
| BLOCK B LOT 5 | 0.143 | 6,250 |
| BLOCK B LOT 6 | 0.143 | 6,250 |
| BLOCK B LOT 7 | 0.143 | 6,250 |
| BLOCK B LOT 8 | 0.143 | 6,250 |
| BLOCK B LOT 9 | 0.143 | 6,250 |
| BLOCK B LOT 10 | 0.143 | 6,250 |
| BLOCK B LOT 11 | 0.143 | 6,250 |
| BLOCK B LOT 12 | 0.143 | 6,250 |
| BLOCK B LOT 13 | 0.143 | 6,250 |
| BLOCK B LOT 14 | 0.172 | 7,500 |
| BLOCK B LOT 15 - DRAINAGE | 0.143 | 6,250 |
| BLOCK B LOT 16 | 0.143 | 6,250 |
| BLOCK B LOT 17 | 0.143 | 6,250 |
| BLOCK B LOT 18 | 0.143 | 6,250 |

| LOT TABLE | | |
|---|---|---|
| LOT NO. | ACRES | SQ. FT. |
| BLOCK B LOT 19 | 0.143 | 6,250 |
| BLOCK B LOT 20 - LANDSCAPE | 0.082 | 3,578 |
| BLOCK B LOT 21 | 0.143 | 6,250 |
| BLOCK B LOT 22 | 0.143 | 6,250 |
| BLOCK B LOT 23 | 0.143 | 6,250 |
| BLOCK B LOT 24 | 0.143 | 6,250 |
| BLOCK B LOT 25 | 0.172 | 7,500 |
| BLOCK B LOT 26 | 0.143 | 6,250 |
| BLOCK B LOT 27 | 0.143 | 6,250 |
| BLOCK B LOT 28 | 0.143 | 6,250 |
| BLOCK B LOT 29 | 0.143 | 6,250 |
| BLOCK B LOT 30 | 0.143 | 6,250 |
| BLOCK B LOT 31 | 0.143 | 6,250 |
| BLOCK B LOT 32 | 0.143 | 6,250 |
| BLOCK B LOT 33 | 0.143 | 6,250 |
| BLOCK B LOT 34 | 0.143 | 6,250 |
| BLOCK B LOT 35 | 0.143 | 6,250 |
| BLOCK B LOT 36 | 0.143 | 6,250 |
| BLOCK B LOT 37 | 0.172 | 7,500 |
| BLOCK C LOT 1 - LANDSCAPE | 0.084 | 3,653 |
| BLOCK C LOT 2 | 0.172 | 7,500 |
| BLOCK C LOT 3 | 0.143 | 6,250 |
| BLOCK C LOT 4 | 0.143 | 6,250 |
| BLOCK C LOT 5 | 0.143 | 6,250 |
| BLOCK C LOT 6 | 0.143 | 6,250 |
| BLOCK C LOT 7 | 0.143 | 6,250 |
| BLOCK C LOT 8 | 0.143 | 6,250 |
| BLOCK C LOT 9 | 0.143 | 6,250 |
| BLOCK C LOT 10 | 0.143 | 6,250 |
| BLOCK C LOT 11 | 0.143 | 6,250 |
| BLOCK C LOT 12 | 0.143 | 6,250 |
| BLOCK C LOT 13 | 0.158 | 6,875 |
| BLOCK C LOT 14 | 0.185 | 8,077 |
| BLOCK C LOT 15 | 0.185 | 8,077 |
| BLOCK C LOT 16 | 0.158 | 6,875 |
| BLOCK C LOT 17 | 0.158 | 6,875 |
| BLOCK C LOT 18 | 0.158 | 6,875 |
| BLOCK C LOT 19 | 0.158 | 6,875 |

| LOT TABLE | | |
|---|---|---|
| LOT NO. | ACRES | SQ. FT. |
| BLOCK C LOT 20 | 0.158 | 6,875 |
| BLOCK C LOT 21 | 0.158 | 6,875 |
| BLOCK C LOT 22 | 0.158 | 6,875 |
| BLOCK C LOT 23 | 0.158 | 6,875 |
| BLOCK C LOT 24 | 0.158 | 6,875 |
| BLOCK C LOT 25 | 0.158 | 6,875 |
| BLOCK C LOT 26 | 0.187 | 8,125 |
| BLOCK D LOT 1 | 0.216 | 9,422 |
| BLOCK D LOT 2 | 0.177 | 7,694 |
| BLOCK D LOT 3 | 0.172 | 7,514 |
| BLOCK D LOT 4 | 0.168 | 7,334 |
| BLOCK D LOT 5 | 0.155 | 6,741 |
| BLOCK D LOT 6 | 0.211 | 9,204 |
| BLOCK D LOT 7 | 0.308 | 13,417 |
| BLOCK D LOT 8 - DRAINAGE | 74.022 | 3,224,393 |
| BLOCK D LOT 9 | 0.149 | 6,506 |
| BLOCK D LOT 10 | 0.166 | 7,243 |
| BLOCK D LOT 11 | 0.158 | 6,875 |
| BLOCK D LOT 12 | 0.158 | 6,875 |
| BLOCK D LOT 13 | 0.158 | 6,875 |
| BLOCK D LOT 14 | 0.158 | 6,875 |
| BLOCK D LOT 15 | 0.158 | 6,875 |
| BLOCK D LOT 16 | 0.158 | 6,875 |
| BLOCK D LOT 17 | 0.158 | 6,875 |
| BLOCK D LOT 18 | 0.158 | 6,875 |
| BLOCK D LOT 19 | 0.158 | 6,875 |
| BLOCK D LOT 20 | 0.158 | 6,875 |
| BLOCK D LOT 21 | 0.158 | 6,875 |
| BLOCK D LOT 22 | 0.173 | 7,538 |
| BLOCK D LOT 23 | 0.189 | 8,212 |
| BLOCK D LOT 24 | 0.201 | 8,744 |
| BLOCK D LOT 25 | 0.206 | 8,968 |
| BLOCK D LOT 26 | 0.163 | 7,087 |
| BLOCK E LOT 1 | 0.171 | 7,452 |
| BLOCK E LOT 2 | 0.143 | 6,250 |
| BLOCK E LOT 3 | 0.143 | 6,250 |
| BLOCK E LOT 4 | 0.143 | 6,250 |
| BLOCK E LOT 5 | 0.143 | 6,250 |

| LOT TABLE | | |
|---|---|---|
| LOT NO. | ACRES | SQ. FT. |
| BLOCK E LOT 6 | 0.143 | 6,250 |
| BLOCK E LOT 7 | 0.143 | 6,250 |
| BLOCK E LOT 8 | 0.143 | 6,250 |
| BLOCK E LOT 9 | 0.143 | 6,250 |
| BLOCK E LOT 10 | 0.265 | 11,547 |
| BLOCK E LOT 11 | 0.304 | 13,224 |
| BLOCK E LOT 12 | 0.143 | 6,250 |
| BLOCK E LOT 13 | 0.143 | 6,250 |
| BLOCK E LOT 14 | 0.143 | 6,250 |
| BLOCK E LOT 15 | 0.143 | 6,250 |
| BLOCK E LOT 16 | 0.143 | 6,250 |
| BLOCK E LOT 17 | 0.143 | 6,250 |
| BLOCK E LOT 18 | 0.143 | 6,250 |
| BLOCK E LOT 19 | 0.143 | 6,250 |
| BLOCK E LOT 20 | 0.171 | 7,452 |
| BLOCK F LOT 1 - LANDSCAPE | 0.107 | 4,656 |
| BLOCK F LOT 2 | 0.178 | 7,750 |
| BLOCK F LOT 3 | 0.178 | 7,750 |
| BLOCK F LOT 4 | 0.178 | 7,750 |
| BLOCK F LOT 5 | 0.178 | 7,733 |
| BLOCK F LOT 6 | 0.170 | 7,402 |
| BLOCK F LOT 7 | 0.408 | 17,774 |
| BLOCK F LOT 8 | 0.225 | 9,790 |
| BLOCK F LOT 9 | 0.176 | 7,668 |
| BLOCK F LOT 10 | 0.146 | 6,374 |
| BLOCK F LOT 11 | 0.143 | 6,250 |
| BLOCK F LOT 12 | 0.143 | 6,250 |
| BLOCK F LOT 13 | 0.143 | 6,250 |
| BLOCK F LOT 14 | 0.143 | 6,250 |
| BLOCK F LOT 15 | 0.143 | 6,250 |
| BLOCK F LOT 16 | 0.143 | 6,250 |
| BLOCK F LOT 17 | 0.143 | 6,250 |
| BLOCK F LOT 18 | 0.185 | 8,076 |
| BLOCK F LOT 19 | 0.182 | 7,943 |
| BLOCK F LOT 20 | 0.208 | 9,072 |
| OVERALL BOUNDARY | 106.055 | 4,619,769 |
| ROW | 8.361 | 364,225 |

SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH: (210) 541-9166 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759
TBPE FIRM REGISTRATION NO. F-928
PH: (512) 418-1771 FAX: (512) 418-1791
CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

OWNER/DEVELOPER:
FORESTAR (USA) REAL ESTATE GROUP, INC.,
A DELAWARE CORPORATION
10700 PECAN PARK BLVD. STE. 150
AUSTIN, TEXAS 78750
CONTACT: JEFF SCOTT

# MANOR HEIGHTS PHASE 3, SECTION 1

106.055 ACRES

CONTAINING A PORTION OF THAT CERTAIN 157.9603 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171725, AND IN CORRECTION DEED IN DOCUMENT NO. 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND A PORTION OF THAT CERTAIN 3.469 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171724, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, AND LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS

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

| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|---|---|---|---|---|---|
| N/A | DJG | JGM | 02/04/2022 | 069255703 | 8 OF 8 |

DWG NAME: K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255704-MANOR HTS PHASE 3\DWG\PLATS\MANOR HEIGHTS 3-1.DWG PLOTTED BY GONZALEZ, DAVID 5/23/2022 10:29 AM LAST SAVED 5/23/2022 10:27 AM

2024000016

Item 19.

NORTH

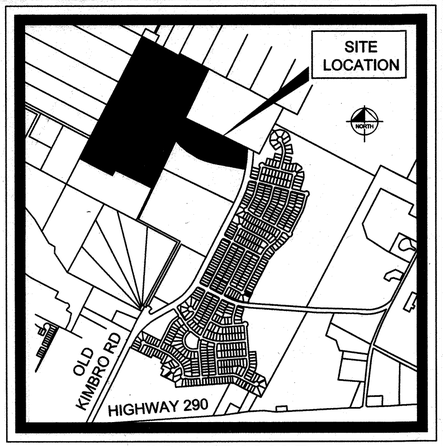
GRAPHIC SCALE IN FEET
100 0 50 100 200
1" = 100' @ 18X24

## LEGEND

| | |
|---|---|
| ○ | 1/2" IRON ROD W/ "KHA" CAP SET |
| ○ | USED TO SHOW GEOMETRIC BREAKS |
| IRF | IRON ROD FOUND |
| IRFC | IRON ROD FOUND W/ CAP |
| POB | POINT OF BEGINNING |
| R.O.W. | RIGHT OF WAY |
| OPRTC | OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS |
| RPRTC | REAL PROPERTY RECORDS OF TRAVIS COUNTY TEXAS |
| · · · · · · | SIDEWALK |
| D | 1/2" IRON ROD SET IN CONCRETE W/CAP "KHA" |
| A | BLOCK IDENTIFIERS |

**GENERAL INFORMATION:**

| | |
|---|---|
| TOTAL ACREAGE | 93.449 ACRES |
| TOTAL LINEAR FEET OF ROW | 11,483' |
| LINEAR FEET OF 50' ROW | 8,562' |
| LINEAR FEET OF 64' ROW | 2,921' |
| ACREAGE OF ROW | 13.803 ACRES |
| NUMBER OF SINGLE FAMILY LOTS | 198 |
| ACREAGE OF SINGLE FAMILY LOTS | 31.331 ACRES |
| NUMBER OF NON-RESIDENTIAL LOTS | 7 |
| ACREAGE OF NON-RESIDENTIAL LOTS | 48.315 ACRES |
| TOTAL NUMBER OF LOTS | 205 |




## VICINITY MAP
SCALE: 1" = 2,000'

1/2" IRF
N:10108420.79
E:3191855.03
S25°48'33"W 1368.43'
S25°48'33"W 378.81'
N25°47'58"E
S64°11'52"E 1244.99'
1026.31'
5/8" IRF
POB
1/2" IRSC (KHA) IN CONCRETE
218.68'
N11°56'00"E 373.12'
L1
172.38'
C1
9.32'
C2
N80°59'21"W 531.11'
S80°59'21"E 555.79'
S80°59'21"E 531.07'
N80°59'21"W 556.86'
226.98'
304.09'
290.31'
110.88'
172.58'
1.26'
L8
L9
L10
L41
C78
C8
C9
C3
C4
C5
L2
L3
L13
C21
123.49'
45.00'
110.00'
S37°08'51"E 288.13'
N37°08'51"W 314.27'
C13
L12
C14
140.16'
N37°08'51"W 97.04'
C15
C16
C17
L7
L11
6.85'
C12
54.61'
S25°48'33"W 695.77'
680.26' (60' ROW)
510.72'
170.51'
45.00'
S25°48'33"W 535.77'
S25°48'33"W 545.00'
S25°48'33"W 983.53'
N64°11'27"W 125.00'
N64°12'01"W 125.00'
N64°11'58"W 125.00'
51.78'
51.77'
32.00'
64.00'
C10
C11
ROSEN WAY (64' ROW)
C6
L5
L6
L4
C7
L14
L15
L16
L17
L18
L19
L20
L21
L22
L23
L24
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C48
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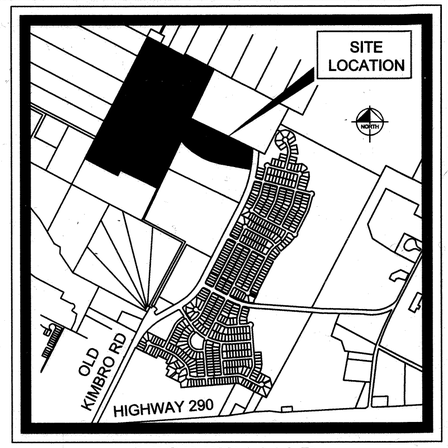
C52
C53
C54
C55
C56
C57
C58
C59
C60
C61

**GENERAL INFORMATION:**

| | |
|---|---|
| TOTAL ACREAGE | 93.449 ACRES |
| TOTAL LINEAR FEET OF ROW | 11,483' |
| LINEAR FEET OF 50' ROW | 8,562' |
| LINEAR FEET OF 64' ROW | 2,921' |
| ACREAGE OF ROW | 13.803 ACRES |
| NUMBER OF SINGLE FAMILY LOTS | 198 |
| ACREAGE OF SINGLE FAMILY LOTS | 31.331 ACRES |
| NUMBER OF NON-RESIDENTIAL LOTS | 7 |
| ACREAGE OF NON-RESIDENTIAL LOTS | 48.315 ACRES |
| TOTAL NUMBER OF LOTS | 205 |




VICINITY MAP
SCALE: 1" = 2,000'

NORTH

GRAPHIC SCALE IN FEET
100 0 50 100 200
1" = 100' @ 18X24

MATCHLINE (SEE SHEET 3)

CALLED 10.305 ACRES
LETICIA C. &
JOSE J. LANDEROS
REVOCABLE TRUST
DOC# 2022039461
OPRTC

(10.187 ACRES)
ERNESTO SUAREZ
DOC #2007081841
OPRTC

(CALLED 12.919 ACRES)
MARIA RIOJAS
VOL. 13278, PG. 1339
CORRECTED IN
VOL. 13372, PG. 1733
RPRTC

TRAVIS COUNTY
CITY LIMIT

N27°31'32"E 964.56'

N62°28'28"W 681.98'

N:10107712.05
E:3189905.30

1/2" IRF

IRSC

UTILITY EASEMENT

OPEN SPACE/
DRAINAGE LOT
1
113,96'

21
(19.640 ACRES)
MEDIUM DENSITY
LOT

LEMUEL KIMBRO SURVEY NO. 64,
ABSTRACT NO. 456

ROSEN WAY
(64' ROW)
N89°52'22"E 226.08'
S89°52'22"W 226.04'

FEINSTEIN STREET
477.77' (60' ROW)

MERKLEY ROAD
(50' ROW)
N64°11'27"W 420.00'
S64°11'27"E 340.00'

CARPER DRIVE
(60' ROW)
S25°48'33"W 935.77'

HICKENLOOPER WAY
(50' ROW)
N64°11'27"W 610.00'
S64°11'27"E 490.00'

VAN HOLLEN ROAD
(50' ROW)
300.00'
N25°48'33"E 220.00'
S25°48'33"W 450.00'

HEINRICH LANE
(50' ROW)
N64°11'27"W 570.00'
490.00'

TUBERVILLE LANE
(50' ROW)
N64°11'58"W 110.00'

OPEN SPACE/PUBLIC
UTILITY EASEMENT LOT
10 - ACCESS/PUBLIC
UTILITY EASEMENT LOT

MATCHLINE (SEE SHEET 1)

S25°48'33"W 983.53'

N64°11'27"W 145.00'

N64°11'27"W 175.00'

S25°48'33"W 88.89'

CALLED 267.942 ACRES
FORESTAR (USA) REAL
ESTATE GROUP, INC.
DOC# 2019171724 AND
CORRECTED IN
DOC# 2019176020
OPRTC

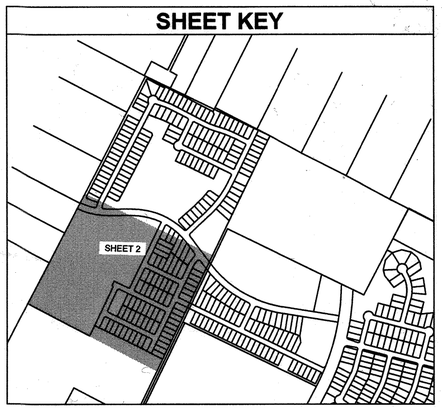
N:10107223.78
E:3191059.52

1/2" IRF

DECLARATION OF
60' JOINT USE ACCESS AND
PUBLIC UTILITY EASEMENT
DOC# 1999058184 OPRTC

SEE PAGE 4 0F 5 FOR LINE AND CURVE TABLE
SEE PAGE 4 0F 5 FOR LOT SUMMARY TABLE

**SHEET KEY**




**LEGEND**

| | |
|---|---|
| ○ | 1/2" IRON ROD W/ "KHA" CAP SET |
| ○ | USED TO SHOW GEOMETRIC BREAKS |
| IRF | IRON ROD FOUND |
| IRFC | IRON ROD FOUND W/ CAP |
| POB | POINT OF BEGINNING |
| R.O.W. | RIGHT OF WAY |
| OPRTC | OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS |
| RPRTC | REAL PROPERTY RECORDS OF TRAVIS COUNTY TEXAS |
| · · · · · | SIDEWALK |
| ▣ | 1/2" IRON ROD SET IN CONCRETE W/CAP "KHA" |
| (A) | BLOCK IDENTIFIERS |

# MANOR HEIGHTS
# PHASE 4 SECTION A
## 93.449 ACRES

BEING A TRACT OF LAND SITUATED IN THE LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND CONTAINING THE FOLLOWING TRACTS OF LAND:

- A PORTION OF THAT CERTAIN 267.942 ACRE TRACT 2, AND A PORTION OF LOT 2, J.F. NAGLE ESTATES SUBDIVISION, AS DESCRIBED IN INSTRUMENTS RECORDED IN DOCUMENT NO. 2019171724 AND CORRECTED IN DOCUMENT NO. 2019176020,
- A PORTION OF LOT 3, J.F. NAGLE ESTATES SUBDIVISION DESCRIBED IN INSTRUMENT RECORDED IN DOCUMENT NO. 2023139245,
- SAID LOTS 2 & 3 OF J.F. NAGLE ESTATES SUBDIVISION RECORDED BY PLAT IN DOCUMENT NO. 199900207,

AND DESCRIBED IN SAID INSTRUMENTS TO FORESTAR (USA) REAL ESTATE GROUP INC., RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

**SURVEYOR:**
KIMLEY-HORN AND ASSOCIATES, INC.
10101 REUNION PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216
PH: (210) 541-9166 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

**CIVIL ENGINEER:**
KIMLEY-HORN AND ASSOCIATES, INC.
501 S. AUSTIN AVENUE, SUITE 1310
GEORGETOWN, TEXAS 78626
TBPE FIRM REGISTRATION NO. F-928
PH: (512) 418-1771
CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

**OWNER/DEVELOPER:**
FORESTAR (USA) REAL ESTATE GROUP, INC.,
A DELAWARE CORPORATION
10700 PECAN PARK BLVD. STE. 150
AUSTIN, TEXAS 78750
CONTACT: JEFF SCOTT

Kimley»Horn
10101 Reunion Place, Suite 400
San Antonio, Texas 78216 FIRM # 10193973
Tel. No. (210) 541-9166
www.kimley-horn.com

| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|---|---|---|---|---|---|
| 1" = 100' | DJG | JGM | 12/21/2023 | 069255706 | 2 OF 5 |

DWG NAME: K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255706-MANOR HTS PHASE 4\DWG\PLATS\MANOR HEIGHTS, PHASE 4, SECTION A.DWG PLOTTED BY GONZALEZ, DAVID 12/28/2023 3:09 PM LAST SAVED 12/27/2023 10:05 PM

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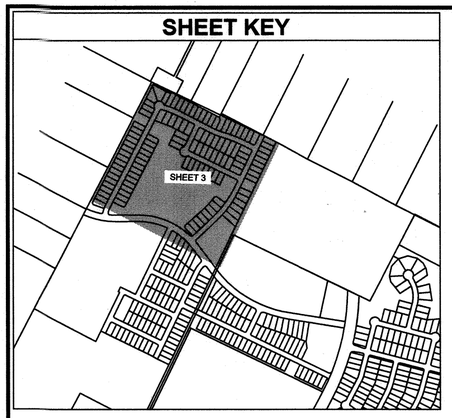
2024000016

Item 19.

## SHEET KEY




**GENERAL INFORMATION:**

| | |
|---|---|
| TOTAL ACREAGE | 93.449 ACRES |
| TOTAL LINEAR FEET OF ROW | 11,483' |
| LINEAR FEET OF 50' ROW | 8,562' |
| LINEAR FEET OF 64' ROW | 2,921' |
| ACREAGE OF ROW | 13.803 ACRES |
| NUMBER OF SINGLE FAMILY LOTS | 198 |
| ACREAGE OF SINGLE FAMILY LOTS | 31.331 ACRES |
| NUMBER OF NON-RESIDENTIAL LOTS | 7 |
| ACREAGE OF NON-RESIDENTIAL LOTS | 48.315 ACRES |
| TOTAL NUMBER OF LOTS | 205 |




## GRAPHIC SCALE IN FEET

100 0 50 100 200

1" = 100' @ 18X24

NORTH




## VICINITY MAP

SCALE: 1" = 2,000'

## MANOR HEIGHTS
## PHASE 4 SECTION A
## 93.449 ACRES

BEING A TRACT OF LAND SITUATED IN THE LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND CONTAINING THE FOLLOWING TRACTS OF LAND:

- A PORTION OF THAT CERTAIN 267.942 ACRE TRACT 2, AND A PORTION OF LOT 2, J.F. NAGLE ESTATES SUBDIVISION, AS DESCRIBED IN INSTRUMENTS RECORDED IN DOCUMENT NO. 2019171724 AND CORRECTED IN DOCUMENT NO. 2019176020,
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**SURVEYOR:**
KIMLEY-HORN AND ASSOCIATES, INC.
10101 REUNION PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216
PH: (210) 541-9166 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

**CIVIL ENGINEER:**
KIMLEY-HORN AND ASSOCIATES, INC.
501 S. AUSTIN AVENUE, SUITE 1310
GEORGETOWN, TEXAS 78626
TBPE FIRM REGISTRATION NO. F-928
PH: (512) 418-1771
CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

**OWNER/DEVELOPER:**
FORESTAR (USA) REAL ESTATE GROUP, INC.,
A DELAWARE CORPORATION
10700 PECAN PARK BLVD. STE. 150
AUSTIN, TEXAS 78750
CONTACT: JEFF SCOTT


## LEGEND

| | |
|---|---|
| ○ | 1/2" IRON ROD W/ "KHA" CAP SET |
| ○ | USED TO SHOW GEOMETRIC BREAKS |
| IRF | IRON ROD FOUND |
| IRFC | IRON ROD FOUND W/ CAP |
| POB | POINT OF BEGINNING |
| R.O.W. | RIGHT OF WAY |
| OPRTC | OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS |
| RPRTC | REAL PROPERTY RECORDS OF TRAVIS COUNTY TEXAS |
| · · · · · | SIDEWALK |
| ⊡ | 1/2" IRON ROD SET IN CONCRETE W/CAP "KHA" |
| (A) | BLOCK IDENTIFIERS |


SEE PAGE 4 0F 5 FOR LINE AND CURVE TABLE
SEE PAGE 4 0F 5 FOR LOT SUMMARY TABLE


| Kimley»Horn | | | | | |
|---|---|---|---|---|---|
| 10101 Reunion Place, Suite 400, San Antonio, Texas 78216 FIRM # 10193973 — Tel. No. (210) 541-9166 www.kimley-horn.com | | | | | |
| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
| 1" = 100' | DJG | JGM | 12/21/2023 | 069255706 | 3 OF 5 |

DWG NAME: K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255706-MANOR HTS PHASE 4\DWG\PLATS\MANOR HEIGHTS, PHASE 4, SECTION A.DWG PLOTTED BY GONZALEZ, DAVID 12/28/2023 3:09 PM LAST SAVED 12/27/2023 10:05 PM


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2024000116



| LOT TABLE | | |
|---|---|---|
| LOT NO. | ACRES | SQ. FT. |
| BLOCK B LOT 1 | 0.171 | 7,452 |
| BLOCK B LOT 2 | 0.143 | 6,250 |
| BLOCK B LOT 3 | 0.143 | 6,250 |
| BLOCK B LOT 4 | 0.143 | 6,250 |
| BLOCK B LOT 5 | 0.143 | 6,250 |
| BLOCK B LOT 6 | 0.143 | 6,250 |
| BLOCK B LOT 7 | 0.143 | 6,250 |
| BLOCK B LOT 8 | 0.143 | 6,250 |
| BLOCK B LOT 9 | 0.143 | 6,250 |
| BLOCK B LOT 10 | 0.143 | 6,250 |
| BLOCK B LOT 11 | 0.144 | 6,251 |
| BLOCK D LOT 12 | 0.171 | 7,452 |
| BLOCK D LOT 13 | 0.149 | 6,473 |
| BLOCK D LOT 14 | 0.149 | 6,473 |
| BLOCK D LOT 15 | 0.149 | 6,473 |
| BLOCK D LOT 16 | 0.149 | 6,473 |
| BLOCK D LOT 17 | 0.149 | 6,472 |
| BLOCK D LOT 18 | 0.228 | 9,946 |
| BLOCK E LOT 1 | 1.822 | 79,353 |
| BLOCK E LOT 2 | 11.216 | 488,590 |
| BLOCK F LOT 1 | 2.256 | 98,279 |
| BLOCK F LOT 2 | 0.214 | 9,303 |
| BLOCK F LOT 3 | 0.199 | 8,687 |
| BLOCK F LOT 4 | 0.184 | 7,997 |
| BLOCK F LOT 5 | 0.173 | 7,520 |
| BLOCK F LOT 6 | 0.166 | 7,244 |
| BLOCK F LOT 7 | 0.164 | 7,158 |
| BLOCK F LOT 8 | 0.290 | 12,620 |
| BLOCK F LOT 9 | 0.143 | 6,250 |
| BLOCK F LOT 10 | 0.143 | 6,250 |
| BLOCK F LOT 11 | 0.143 | 6,250 |
| BLOCK F LOT 12 | 0.143 | 6,250 |
| BLOCK F LOT 13 | 0.143 | 6,250 |
| BLOCK F LOT 14 | 0.143 | 6,250 |
| BLOCK F LOT 15 | 0.143 | 6,250 |
| BLOCK F LOT 16 | 0.143 | 6,250 |
| BLOCK F LOT 17 | 0.147 | 6,384 |
| BLOCK G LOT 1 | 1.121 | 48,817 |
| BLOCK G LOT 2 | 0.159 | 6,916 |
| BLOCK G LOT 3 | 0.143 | 6,250 |
| BLOCK G LOT 4 | 0.143 | 6,250 |

| LOT TABLE | | |
|---|---|---|
| LOT NO. | ACRES | SQ. FT. |
| BLOCK G LOT 5 | 0.143 | 6,250 |
| BLOCK G LOT 6 | 0.143 | 6,250 |
| BLOCK G LOT 7 | 0.143 | 6,250 |
| BLOCK G LOT 8 | 0.143 | 6,250 |
| BLOCK G LOT 9 | 0.143 | 6,250 |
| BLOCK G LOT 10 | 0.143 | 6,250 |
| BLOCK G LOT 11 | 0.143 | 6,250 |
| BLOCK G LOT 12 | 0.143 | 6,250 |
| BLOCK G LOT 13 | 0.143 | 6,250 |
| BLOCK G LOT 14 | 0.143 | 6,250 |
| BLOCK G LOT 15 | 0.143 | 6,250 |
| BLOCK G LOT 16 | 0.143 | 6,250 |
| BLOCK G LOT 17 | 0.143 | 6,250 |
| BLOCK G LOT 18 | 0.143 | 6,250 |
| BLOCK G LOT 19 | 0.144 | 6,263 |
| BLOCK G LOT 20 | 0.143 | 6,250 |
| BLOCK G LOT 21 | 0.158 | 6,871 |
| BLOCK G LOT 22 | 0.159 | 6,925 |
| BLOCK G LOT 23 | 0.301 | 13,125 |
| BLOCK G LOT 24 | 0.325 | 14,167 |
| BLOCK G LOT 25 | 0.152 | 6,619 |
| BLOCK G LOT 26 | 0.159 | 6,937 |
| BLOCK G LOT 27 | 0.151 | 6,561 |
| BLOCK G LOT 28 | 0.145 | 6,332 |
| BLOCK G LOT 29 | 0.144 | 6,253 |
| BLOCK G LOT 30 | 0.143 | 6,250 |
| BLOCK G LOT 31 | 0.143 | 6,250 |
| BLOCK G LOT 32 | 0.143 | 6,250 |
| BLOCK G LOT 33 | 0.143 | 6,250 |
| BLOCK G LOT 34 | 0.143 | 6,250 |
| BLOCK G LOT 35 | 0.143 | 6,250 |
| BLOCK G LOT 36 | 0.143 | 6,235 |
| BLOCK G LOT 37 | 0.212 | 9,239 |
| BLOCK G LOT 38 | 0.179 | 7,809 |
| BLOCK G LOT 39 | 0.169 | 7,369 |
| BLOCK G LOT 40 | 0.161 | 6,997 |
| BLOCK G LOT 41 | 0.155 | 6,748 |
| BLOCK G LOT 42 | 0.152 | 6,617 |
| BLOCK G LOT 43 | 0.150 | 6,540 |
| BLOCK G LOT 44 | 0.177 | 7,699 |
| BLOCK H LOT 1 | 0.177 | 7,694 |

| LOT TABLE | | |
|---|---|---|
| LOT NO. | ACRES | SQ. FT. |
| BLOCK H LOT 2 | 0.158 | 6,901 |
| BLOCK H LOT 3 | 0.159 | 6,915 |
| BLOCK H LOT 4 | 0.164 | 7,132 |
| BLOCK H LOT 5 | 0.173 | 7,536 |
| BLOCK H LOT 6 | 0.183 | 7,959 |
| BLOCK H LOT 7 | 0.189 | 8,230 |
| BLOCK H LOT 8 | 0.181 | 7,887 |
| BLOCK H LOT 9 | 0.171 | 7,440 |
| BLOCK H LOT 10 | 0.156 | 6,774 |
| BLOCK H LOT 11 | 0.156 | 6,774 |
| BLOCK H LOT 12 | 0.156 | 6,774 |
| BLOCK H LOT 13 | 0.156 | 6,774 |
| BLOCK H LOT 14 | 0.156 | 6,774 |
| BLOCK H LOT 15 | 0.156 | 6,774 |
| BLOCK H LOT 16 | 0.172 | 7,489 |
| BLOCK H LOT 17 | 0.163 | 7,099 |
| BLOCK H LOT 18 | 0.146 | 6,360 |
| BLOCK H LOT 19 | 0.146 | 6,360 |
| BLOCK H LOT 20 | 0.146 | 6,360 |
| BLOCK H LOT 21 | 0.156 | 6,792 |
| BLOCK I LOT 1 | 0.155 | 6,744 |
| BLOCK I LOT 2 | 0.156 | 6,796 |
| BLOCK I LOT 3 | 0.155 | 6,731 |
| BLOCK I LOT 4 | 0.153 | 6,667 |
| BLOCK I LOT 5 | 0.152 | 6,635 |
| BLOCK I LOT 6 | 0.160 | 6,982 |
| BLOCK I LOT 7 | 0.159 | 6,917 |
| BLOCK I LOT 8 | 0.156 | 6,806 |
| BLOCK I LOT 9 | 0.152 | 6,600 |
| BLOCK I LOT 10 | 0.152 | 6,600 |
| BLOCK I LOT 11 | 0.155 | 6,737 |
| BLOCK I LOT 12 | 0.143 | 6,250 |
| BLOCK I LOT 13 | 0.143 | 6,250 |
| BLOCK I LOT 14 | 0.143 | 6,250 |
| BLOCK I LOT 15 | 0.146 | 6,375 |
| BLOCK I LOT 16 | 0.148 | 6,460 |
| BLOCK I LOT 17 | 0.159 | 6,942 |
| BLOCK I LOT 18 | 0.183 | 7,971 |
| BLOCK I LOT 19 | 0.188 | 8,188 |
| BLOCK I LOT 20 | 0.190 | 8,278 |
| BLOCK I LOT 21 | 0.172 | 7,487 |

| LOT TABLE | | |
|---|---|---|
| LOT NO. | ACRES | SQ. FT. |
| BLOCK I LOT 22 | 0.172 | 7,499 |
| BLOCK I LOT 23 | 0.173 | 7,525 |
| BLOCK I LOT 24 | 0.175 | 7,610 |
| BLOCK I LOT 25 | 0.186 | 8,107 |
| BLOCK I LOT 26 | 0.144 | 6,261 |
| BLOCK I LOT 27 | 0.146 | 6,350 |
| BLOCK I LOT 28 | 0.146 | 6,350 |
| BLOCK I LOT 29 | 0.146 | 6,350 |
| BLOCK I LOT 30 | 0.146 | 6,350 |
| BLOCK I LOT 31 | 0.146 | 6,350 |
| BLOCK I LOT 32 | 0.146 | 6,350 |
| BLOCK I LOT 33 | 0.146 | 6,350 |
| BLOCK I LOT 34 | 0.146 | 6,350 |
| BLOCK I LOT 35 | 0.146 | 6,350 |
| BLOCK I LOT 36 | 0.146 | 6,350 |
| BLOCK I LOT 37 | 0.146 | 6,350 |
| BLOCK I LOT 38 | 0.146 | 6,350 |
| BLOCK I LOT 39 | 0.146 | 6,350 |
| BLOCK I LOT 40 | 0.145 | 6,300 |
| BLOCK I LOT 41 | 11.970 | 521,395 |
| BLOCK J LOT 1 | 0.216 | 9,391 |
| BLOCK J LOT 2 | 0.192 | 8,377 |
| BLOCK J LOT 3 | 0.206 | 8,981 |
| BLOCK J LOT 4 | 0.220 | 9,585 |
| BLOCK J LOT 5 | 0.143 | 6,250 |
| BLOCK J LOT 6 | 0.143 | 6,250 |
| BLOCK J LOT 7 | 0.171 | 7,452 |
| BLOCK J LOT 8 | 0.184 | 8,000 |
| BLOCK J LOT 9 | 0.184 | 8,012 |
| BLOCK J LOT 10 | 0.177 | 7,696 |
| BLOCK J LOT 11 | 0.200 | 8,717 |
| BLOCK J LOT 12 | 0.153 | 6,653 |
| BLOCK J LOT 13 | 0.148 | 6,443 |
| BLOCK J LOT 14 | 0.219 | 9,524 |
| BLOCK J LOT 15 | 0.207 | 9,012 |
| BLOCK J LOT 16 | 0.192 | 8,380 |
| BLOCK J LOT 17 | 0.224 | 9,756 |
| BLOCK K LOT 1 | 0.171 | 7,452 |
| BLOCK K LOT 2 | 0.143 | 6,250 |
| BLOCK K LOT 3 | 0.143 | 6,250 |
| BLOCK K LOT 4 | 0.143 | 6,250 |

| LOT TABLE | | |
|---|---|---|
| LOT NO. | ACRES | SQ. FT. |
| BLOCK K LOT 5 | 0.143 | 6,250 |
| BLOCK K LOT 6 | 0.143 | 6,250 |
| BLOCK K LOT 7 | 0.171 | 7,452 |
| BLOCK K LOT 8 | 0.171 | 7,452 |
| BLOCK K LOT 9 | 0.143 | 6,250 |
| BLOCK K LOT 10 | 0.143 | 6,250 |
| BLOCK K LOT 11 | 0.143 | 6,250 |
| BLOCK K LOT 12 | 0.143 | 6,250 |
| BLOCK K LOT 13 | 0.143 | 6,250 |
| BLOCK K LOT 14 | 0.171 | 7,452 |
| BLOCK L LOT 1 | 0.171 | 7,452 |
| BLOCK L LOT 2 | 0.143 | 6,250 |
| BLOCK L LOT 3 | 0.143 | 6,250 |
| BLOCK L LOT 4 | 0.143 | 6,250 |
| BLOCK L LOT 5 | 0.143 | 6,250 |
| BLOCK L LOT 6 | 0.143 | 6,250 |
| BLOCK L LOT 7 | 0.143 | 6,250 |
| BLOCK L LOT 8 | 0.143 | 6,250 |
| BLOCK L LOT 9 | 0.143 | 6,250 |
| BLOCK L LOT 10 | 0.171 | 7,452 |
| BLOCK L LOT 11 | 0.171 | 7,452 |
| BLOCK L LOT 12 | 0.143 | 6,250 |
| BLOCK L LOT 13 | 0.143 | 6,250 |
| BLOCK L LOT 14 | 0.143 | 6,250 |
| BLOCK L LOT 15 | 0.143 | 6,250 |
| BLOCK L LOT 16 | 0.143 | 6,250 |
| BLOCK L LOT 17 | 0.143 | 6,250 |
| BLOCK L LOT 18 | 0.143 | 6,250 |
| BLOCK L LOT 19 | 0.143 | 6,250 |
| BLOCK L LOT 20 | 0.171 | 7,452 |
| BLOCK M LOT 11 | 0.171 | 7,452 |
| BLOCK M LOT 12 | 0.143 | 6,250 |
| BLOCK M LOT 13 | 0.143 | 6,250 |
| BLOCK M LOT 14 | 0.143 | 6,250 |
| BLOCK M LOT 15 | 0.143 | 6,250 |
| BLOCK M LOT 16 | 0.143 | 6,250 |
| BLOCK M LOT 17 | 0.143 | 6,250 |
| BLOCK M LOT 18 | 0.143 | 6,250 |
| BLOCK M LOT 19 | 0.143 | 6,250 |
| BLOCK M LOT 20 | 0.171 | 7,452 |
| BLOCK O LOT 21 | 19.640 | 855,528 |

| LINE TABLE | | |
|---|---|---|
| NO. | BEARING | LENGTH |
| L1 | S02°50'33"W | 112.50' |
| L2 | S25°48'02"W | 1.84' |
| L3 | N66°33'33"W | 50.04' |
| L4 | N25°48'33"E | 5.51' |
| L5 | N26°44'44"E | 43.64' |
| L6 | S62°40'47"E | 144.48' |
| L7 | S37°08'51"E | 22.53' |
| L8 | S66°27'33"E | 13.08' |
| L9 | S66°27'33"E | 13.08' |
| L10 | S25°48'02"W | 52.32' |
| L11 | S37°08'51"E | 5.61' |
| L12 | S52°51'09"W | 6.33' |
| L13 | S64°11'58"E | 150.00' |
| L14 | S64°11'27"E | 10.00' |
| L15 | S25°48'33"W | 50.00' |
| L16 | S72°37'35"E | 47.09' |
| L17 | S72°37'35"E | 47.09' |
| L18 | S72°37'35"E | 47.09' |
| L19 | S72°17'04"E | 32.12' |
| L20 | N72°17'04"W | 82.79' |
| L21 | N72°17'04"W | 49.07' |

| LINE TABLE | | |
|---|---|---|
| NO. | BEARING | LENGTH |
| L22 | N08°34'04"E | 22.02' |
| L23 | N46°53'30"W | 52.02' |
| L24 | N02°10'07"E | 21.21' |
| L25 | N47°10'07"E | 55.00' |
| L26 | N45°29'43"E | 53.59' |
| L27 | N41°15'32"E | 53.73' |
| L28 | N37°39'26"E | 38.74' |
| L29 | N81°45'24"E | 21.54' |
| L30 | N69°54'06"W | 50.25' |
| L31 | N65°00'04"W | 50.01' |
| L32 | S33°13'23"E | 20.43' |
| L33 | S72°26'54"W | 14.14' |
| L34 | N21°20'19"W | 19.31' |
| L35 | N27°26'54"E | 50.00' |
| L36 | N00°56'06"E | 55.88' |
| L37 | S17°23'30"E | 29.25' |
| L38 | N11°01'43"E | 25.60' |
| L39 | S79°32'09"E | 32.29' |
| L40 | S08°34'04"W | 24.55' |
| L41 | N14°10'42"E | 35.00' |


SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
10101 REUNION PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216
PH: (210) 541-9166 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
501 S. AUSTIN AVENUE, SUITE 1310
GEORGETOWN, TEXAS 78626
TBPE FIRM REGISTRATION NO. F-928
PH: (512) 418-1771
CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

OWNER/DEVELOPER:
FORESTAR (USA) REAL ESTATE GROUP, INC.,
A DELAWARE CORPORATION
10700 PECAN PARK BLVD. STE. 150
AUSTIN, TEXAS 78750
CONTACT: JEFF SCOTT


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

**BEING** A 93.449 ACRE (4,070,642 SQUARE FEET) TRACT OF LAND SITUATED IN THE LEMUEL KIMBRO SURVEY NUMBER 64, ABSTRACT NUMBER 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND CONTAINING THE FOLLOWING TRACTS OF LAND:

- A PORTION OF THAT CERTAIN 267.942 ACRE TRACT 2, AND A PORTION OF LOT 2, J.F. NAGLE ESTATES SUBDIVISION, AS DESCRIBED IN INSTRUMENTS RECORDED IN DOCUMENT NO. 2019171724 AND CORRECTED IN DOCUMENT NUMBER 2019176020,
- A PORTION OF LOT 3, J.F. NAGLE ESTATES SUBDIVISION DESCRIBED IN INSTRUMENT RECORDED IN DOCUMENT NO. 2023139245,
- SAID LOT 2 & 3, OF THE J.F. NAGLE ESTATES SUBDIVISION RECORDED IN DOCUMENT NO. 199900207,

AND DESCRIBED IN SAID INSTRUMENTS TO FORESTAR (USA) REAL ESTATE GROUP INC., RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET IN CONCRETE FOR CORNER MARKING THE EASTERLY MOST NORTHEAST BOUNDARY CORNER OF LIBERTY BELL BOULEVARD (114' RIGHT- OF-WAY) OF MANOR HEIGHTS PHASE 3, SECTION 2 SUBDIVISION, PLAT OF WHICH IS RECORDED IN DOCUMENT NO. 202200160 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY;

**THENCE**, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID LIBERTY BELL, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. SOUTH 02°50'33" WEST, 112.50 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER;
2. IN A SOUTHERLY DIRECTION ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2143.05 FEET, A CHORD OF SOUTH 06°41'21" WEST, 287.52 FEET, A CENTRAL ANGLE OF 07°41'34", AND AN ARC LENGTH OF 287.74 FEET TO THE

**THENCE**, DEPARTING SAID LIBERTY BELL AND CROSSING INTO SAID LOT 2, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

1. IN A NORTHWESTERLY DIRECTION ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CHORD NORTH 35°13'36" WEST, 35.82 FEET, A CENTRAL ANGLE OF 91°31'29", AND AN ARC LENGTH OF 39.94 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER;
2. NORTH 80°59'21" WEST, 531.11 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER;
3. IN A WESTERLY DIRECTION ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1182.00 FEET, A CHORD NORTH 74°46'42" WEST, 255.64 FEET, A CENTRAL ANGLE OF 12°24'57", AND AN ARC LENGTH OF 256.14 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER;
4. IN A WESTERLY DIRECTION ALONG A REVERSE TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET, A CHORD SOUTH 68°36'54" WEST, 27.19 FEET, A CENTRAL ANGLE OF 85°37'45", AND AN ARC LENGTH OF 29.89 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER;
5. SOUTH 25°48'02" WEST, 1.84 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER;
6. NORTH 66°33'33" WEST, 50.04 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER;
7. IN A NORTHERLY DIRECTION ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET, A CHORD NORTH 19°30'55" WEST, 28.44 FEET, A CENTRAL ANGLE OF 90°37'54", AND AN ARC LENGTH OF 31.64 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER;
8. IN A NORTHWESTERLY DIRECTION ALONG A REVERSE TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1132.00 FEET, A CHORD NORTH 51°06'14" WEST, 537.25 FEET, A CENTRAL ANGLE OF 27°27'17", AND AN ARC LENGTH OF 542.42 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER ON THE WESTERLY BOUNDARY LINE OF LOT 3 OF SAID J.F. NAGLE ESTATES SUBDIVISION.

**THENCE**, SOUTH 25°48'33" WEST, 983.53 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP STAMPED "KHA" SET FOR CORNER SET ALONG THE WESTERLY BOUNDARY LINE OF SAID LOT 3.

**THENCE**, DEPARTING SAID LOT 3, AND CROSSING SAID 267.942 ACRE TRACT, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

1. NORTH 64°11'27" WEST, 175.00 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER;
2. NORTH 25°48'33" EAST, 5.51 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER;
3. NORTH 64°11'27" WEST, 570.00 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER;
4. SOUTH 25°48'33" WEST, 88.89 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER;
5. NORTH 62°28'28" WEST, 681.98 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET ON EASTERLY BOUNDARY LINE OF A 12.919 ACRE TRACT DESCRIBED IN INSTRUMENT TO MARIA RIOJAS RECORDED VOLUME 13278, PAGE 1339 AND CORRECTED IN VOLUME 13372, PAGE 1733 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY;

**THENCE**, NORTH 27°31'32" EAST, 964.56 FEET TO A 1/2-INCH IRON ROD FOUND MARKING THE NORTHEAST CORNER OF A 10.305 ACRE TRACT DESCRIBED IN INSTRUMENT TO LETICIA C. AND JOSE J. LANDEROS REVOCABLE TRUST RECORDED IN DOCUMENT NO. 2022039461 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY;

**THENCE**, NORTH 27°28'48" EAST, 1124.43 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET MARKING THE NORTHWEST CORNER OF A 13.584 ACRE TRACT DESCRIBED TO PHILIP A. AND LILLIAN T. WHEAT RECORDED IN DOCUMENT NO. 201152762 AND THE SOUTHEAST CORNER OF A 13.190 ACRE TRACT DESCRIBED IN INSTRUMENT TO TAMMIE C. PHILIPS RECORDED IN DOCUMENT NO. 2019072530 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY;

**THENCE**, NORTH 27°18'35" EAST, 397.60 FEET TO A 1/2-INCH IRON ROD FOUND MARKING THE NORTHEAST CORNER OF SAID 13.190 ACRE TRACT;

**THENCE**, SOUTH 62°23'30" EAST, 749.92 FEET TO A 1/2-INCH IRON ROD FOUND MARKING THE SOUTHEAST CORNER OF A 10.00 ACRE TRACT DESCRIBED IN INSTRUMENT TO ERNEST LEE RODRIGUEZ RECORDED IN VOLUME 7231, PAGE 1044 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY;

**THENCE**, NORTH 26°44'44" EAST, 43.64 FEET ALONG THE EASTERLY BOUNDARY LINE OF SAID 10.00 ACRE TRACT TO A 1/2-INCH IRON ROD FOUND MARKING THE SOUTHWEST CORNER OF A 8.445 ACRE TRACT DESCRIBED IN INSTRUMENT TO JOSE V. UGARTE AND EVA BENITEZ RECORDED IN DOCUMENT NO. 2010195926 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY;

**THENCE**, SOUTH 62°26'28" EAST, 460.10 FEET TO A 1/2-INCH IRON ROD FOUND MARKING THE SOUTHEAST CORNER OF SAID 8.445 ACRE TRACT AND THE SOUTHWEST CORNER OF A 10.082 ACRE TRACT DESCRIBED IN INSTRUMENT TO FRANCISCO JAIMES DOMINGUEZ RECORDED IN DOCUMENT NO. 2023132198 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY;

**THENCE**, SOUTH 62°40'47" EAST, 144.48 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET MARKING THE SOUTHEAST CORNER OF SAID 10.082 ACRE TRACT AND THE NORTHWEST CORNER OF LOT 3 OF SAID J.F. NAGLE ESTATES SUBDIVISION.

**THENCE**, SOUTH 25°48'33" WEST, 1369.43 FEET ALONG THE WESTERLY BOUNDARY LINE OF AFORESAID LOT 3 TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER;

**THENCE**, SOUTH 37°08'51" EAST, 22.53 FEET CROSSING SAID LOT 3 TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER;

**THENCE**, ALONG THE BOUNDARY LINE OF SAID LOT 3, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. NORTH 25°47'58" EAST, 378.81 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER;
2. SOUTH 64°11'52" EAST, 1244.99 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 93.449 ACRES OF LAND IN TRAVIS COUNTY, TEXAS. THE BASIS OF THIS DESCRIPTION IS THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (FIPS 4203) (NAD'83). ALL DISTANCES ARE ON THE SURFACE AND SHOWN IN U.S. SURVEY FEET. THE COMBINED SURFACE TO GRID SCALE FACTOR IS 0.99992097045. THIS DESCRIPTION WAS GENERATED ON 12/19/2023 AT 9:02 AM, BASED ON GEOMETRY IN THE DRAWING FILE K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255706-MANOR HTS PHASE 4\DWG\PLATS\MANOR HEIGHTS, PHASE 4, SECTION A.DWG, IN THE OFFICE OF KIMLEY-HORN AND ASSOCIATES IN SAN ANTONIO, TEXAS.

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| NO. | DELTA | RADIUS | LENGTH | CHORD BEARING | CHORD |
| C1 | 7°41'34" | 2143.05' | 287.74' | S06°41'21"W | 287.52' |
| C2 | 91°31'29" | 25.00' | 39.94' | N35°13'36"W | 35.82' |
| C3 | 12°24'57" | 1182.00' | 256.14' | N74°46'42"W | 255.64' |
| C4 | 85°37'45" | 20.00' | 29.89' | S68°36'54"W | 27.19' |
| C5 | 90°37'54" | 20.00' | 31.64' | N19°30'55"W | 28.44' |
| C6 | 27°27'17" | 1132.00' | 542.42' | N51°06'14"W | 537.25' |
| C7 | 91°32'45" | 25.00' | 39.94' | N53°14'17"E | 35.83' |
| C8 | 14°31'37" | 1118.00' | 283.46' | S73°43'22"E | 282.70' |
| C9 | 14°31'37" | 1150.00' | 291.58' | S73°43'22"E | 290.80' |
| C10 | 29°18'42" | 1068.00' | 546.37' | S51°48'12"E | 540.43' |
| C11 | 29°18'42" | 1100.00' | 562.74' | S51°48'12"E | 556.63' |
| C12 | 0°13'44" | 1132.00' | 4.52' | S37°15'43"E | 4.52' |
| C13 | 82°23'35" | 20.00' | 28.76' | S04°02'56"W | 26.35' |
| C14 | 100°19'02" | 20.00' | 35.02' | S87°18'22"E | 30.71' |
| C15 | 19°26'11" | 325.00' | 110.25' | S35°31'38"W | 109.72' |
| C16 | 27°02'36" | 300.00' | 141.60' | S39°19'51"W | 140.29' |
| C17 | 16°43'34" | 275.00' | 80.28' | S34°10'20"W | 80.00' |
| C18 | 90°00'00" | 15.00' | 23.56' | S70°48'33"W | 21.21' |
| C19 | 90°00'00" | 15.00' | 23.56' | S19°11'27"E | 21.21' |
| C20 | 90°00'31" | 15.00' | 23.56' | S19°11'43"E | 21.21' |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| NO. | DELTA | RADIUS | LENGTH | CHORD BEARING | CHORD |
| C21 | 89°59'29" | 15.00' | 23.56' | S70°48'17"W | 21.21' |
| C22 | 90°00'00" | 15.00' | 23.56' | S70°48'33"W | 21.21' |
| C23 | 90°00'00" | 15.00' | 23.56' | S19°11'27"E | 21.21' |
| C24 | 90°00'00" | 15.00' | 23.56' | S70°48'33"W | 21.21' |
| C25 | 90°00'00" | 15.00' | 23.56' | S19°11'27"E | 21.21' |
| C26 | 90°00'00" | 15.00' | 23.56' | N70°48'33"E | 21.21' |
| C27 | 90°00'00" | 15.00' | 23.56' | N19°11'27"W | 21.21' |
| C28 | 90°00'00" | 15.00' | 23.56' | N70°48'33"E | 21.21' |
| C29 | 90°00'00" | 5.00' | 7.85' | S19°11'27"E | 7.07' |
| C30 | 90°00'00" | 20.00' | 31.42' | S70°48'33"W | 28.28' |
| C31 | 90°00'00" | 15.00' | 23.56' | N19°11'27"W | 21.21' |
| C32 | 90°00'00" | 15.00' | 23.56' | N70°48'33"E | 21.21' |
| C33 | 90°00'00" | 15.00' | 23.56' | N19°11'27"W | 21.21' |
| C34 | 95°32'46" | 20.00' | 33.35' | N73°34'56"E | 29.62' |
| C35 | 92°25'15" | 20.00' | 32.26' | S20°24'05"E | 28.88' |
| C36 | 43°51'55" | 732.00' | 560.41' | N68°11'41"W | 546.83' |
| C37 | 52°58'27" | 700.00' | 647.20' | S63°38'15"E | 624.40' |
| C38 | 23°30'55" | 668.00' | 274.16' | N78°22'10"W | 272.24' |
| C39 | 21°29'51" | 668.00' | 250.63' | S47°53'46"E | 249.16' |
| C40 | 86°34'09" | 20.00' | 30.22' | S89°32'48"E | 27.42' |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| NO. | DELTA | RADIUS | LENGTH | CHORD BEARING | CHORD |
| C41 | 86°34'01" | 20.00' | 30.22' | S03°53'06"W | 27.42' |
| C42 | 2°15'03" | 731.93' | 28.75' | S38°16'23"E | 28.75' |
| C43 | 21°21'34" | 975.00' | 363.47' | N36°29'20"E | 361.37' |
| C44 | 21°21'34" | 1000.00' | 372.79' | N36°29'20"E | 370.64' |
| C45 | 21°21'34" | 1025.00' | 382.11' | S36°29'20"W | 379.90' |
| C46 | 90°00'00" | 15.00' | 23.56' | S19°11'27"E | 21.21' |
| C47 | 90°00'00" | 15.00' | 23.56' | S70°48'33"W | 21.21' |
| C48 | 90°00'00" | 15.00' | 23.56' | S19°11'27"E | 21.21' |
| C49 | 90°00'00" | 15.00' | 23.56' | S70°48'33"W | 21.21' |
| C50 | 8°26'08" | 1025.00' | 150.91' | S68°24'31"E | 150.77' |
| C51 | 8°26'08" | 1000.00' | 147.23' | S68°24'31"E | 147.09' |
| C52 | 8°26'08" | 975.00' | 143.55' | S68°24'31"E | 143.42' |
| C53 | 10°14'05" | 775.00' | 138.44' | S67°30'32"E | 138.26' |
| C54 | 10°14'05" | 800.00' | 142.91' | S67°30'32"E | 142.72' |
| C55 | 10°14'05" | 825.00' | 147.37' | S67°30'32"E | 147.18' |
| C56 | 88°12'02" | 15.00' | 23.09' | S18°17'28"E | 20.88' |
| C57 | 91°47'58" | 15.00' | 24.03' | N71°42'32"E | 21.54' |
| C58 | 52°01'12" | 15.00' | 13.62' | N51°49'09"E | 13.16' |
| C59 | 194°02'25" | 50.00' | 169.33' | S19°11'27"E | 99.25' |
| C60 | 52°01'12" | 15.00' | 13.62' | N89°47'56"E | 13.16' |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| NO. | DELTA | RADIUS | LENGTH | CHORD BEARING | CHORD |
| C61 | 90°00'00" | 15.00' | 23.56' | N19°11'27"W | 21.21' |
| C62 | 9°53'34" | 825.00' | 142.45' | S67°20'17"E | 142.27' |
| C63 | 9°53'34" | 800.00' | 138.13' | S67°20'17"E | 137.96' |
| C64 | 9°53'34" | 775.00' | 133.81' | N67°20'17"W | 133.65' |
| C65 | 52°01'12" | 15.00' | 13.62' | S46°16'27"E | 13.16' |
| C66 | 184°55'15" | 50.00' | 161.37' | N67°16'31"E | 99.91' |
| C67 | 52°38'00" | 15.00' | 13.78' | N01°07'54"E | 13.30' |
| C68 | 80°16'02" | 15.00' | 21.01' | N67°34'55"E | 19.34' |
| C69 | 13°39'04" | 325.00' | 77.43' | S20°37'22"W | 77.25' |
| C70 | 18°52'51" | 300.00' | 98.86' | N18°00'29"E | 98.41' |
| C71 | 11°44'34" | 275.00' | 56.36' | N21°34'37"E | 56.26' |
| C72 | 88°37'30" | 20.00' | 30.94' | N58°06'36"E | 27.94' |
| C73 | 101°17'42" | 20.00' | 35.36' | N34°56'31"W | 30.93' |
| C74 | 12°36'28" | 668.00' | 146.99' | S71°16'25"E | 146.70' |
| C75 | 25°16'11" | 700.00' | 308.73' | S77°29'33"E | 306.23' |
| C76 | 25°22'19" | 732.00' | 324.15' | N77°26'29"W | 321.50' |
| C77 | 4°32'16" | 668.00' | 52.90' | N87°51'30"W | 52.89' |
| C78 | 5°41'57" | 1083.00' | 107.73' | S78°08'12"E | 107.68' |

# MANOR HEIGHTS
# PHASE 4 SECTION A
## 93.449 ACRES

BEING A TRACT OF LAND SITUATED IN THE LEMUEL KIMBRO SURVEY NO. 64, ABSTRAC

THE STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS: §
COUNTY OF TRAVIS §

WHEREAS, FORESTAR (USA) REAL ESTATE GROUP INC., THE OWNER OF 93.449 ACRE TRACT LOCATED IN THE LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS. BEING A PORTION OF THAT CERTAIN 267.942 ACRE TRACT OF LAND, AND A PORTION OF LOT 2 CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP INC., AS DESCRIBED IN DOCUMENT NO. 2019171724 AND CORRECTED IN DOCUMENT NO. 2019176020. A PORTION OF LOT 3 CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP INC., AS DESCRIBED IN DOCUMENT NO. 2023139245. LOT 2 AND LOT 3 OF THE J.F. NAGLE ESTATES SUBDIVISION RECORDED IN DOCUMENT NO. 199900207, ALL OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. AND DO HEREBY SUBDIVIDE SAID, HAVING BEEN APPROVED FOR SUBDIVISION, PURSUANT TO THE PUBLIC NOTIFICATION AND HEARING PROVISION OF CHAPTER 212 AND 232 OF THE LOCAL GOVERNMENT CODE.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS "MANOR HEIGHTS PHASE 4 SECTION A" OF THE CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY SUBDIVIDES SAID 93.449 ACRES OF LAND OF SAID IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT TO BE KNOW AS "MANOR HEIGHTS PHASE 4 SECTION A" AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND PUBLIC EASEMENTS THEREON SHOWN FOR THE PURPOSED AND CONSIDERATION THEREIN EXPRESSED: SUBJECT TO ANY EASEMENT OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS DAY 12/09/, 2024

BY: _____
FORESTAR (USA) REAL ESTATE GROUP INC.,
A DELAWARE CORPORATION
10700 PECAN PARK BLVD. STE. 150
AUSTIN, TEXAS 78750 Michael Copeland

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON OR AGENT WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 9th DAY OF Dec, 2024

_____
NOTARY PUBLIC
NOTARY REGISTRATION NUMBER 133922846
MY COMMISSION EXPIRES: _____
COUNTY OF Travis
THE STATE OF Texas

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

I, ALEJANDRO E. GRANADOS RICO, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STAND POINT AND COMPLIES WITH THE ENGINEERING RELATED PORTION OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

THIS SITE IS LOCATED IN THE COTTONWOOD CREEK WATERSHED.

NO PORTION OF THIS SITE LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48453C0505H, EFFECTIVE DATE SEPTEMBER 26, 2008, TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

_____
ALEJANDRO E. GRANADOS RICO, P.E.
REGISTERED PROFESSIONAL ENGINEER No. 130084
KIMLEY-HORN AND ASSOCIATES, INC.
501 S. AUSTIN AVENUE, SUITE 1310
GEORGETOWN, TEXAS 78626

STATE OF TEXAS
ALEJANDRO E. GRANADOS RICO
130084
LICENSED
PROFESSIONAL ENGINEER

12/2024

STATE OF TEXAS §
COUNTY OF BEXAR §

I, JOHN G. MOSIER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEYING RELATED PORTIONS OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE IS TRUE AND CORRECT, AND WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

John G. Mosier 12-28-23

JOHN G. MOSIER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6330 - STATE OF TEXAS
10101 REUNION PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216
PH. 210-321-3402
greg.mosier@kimley-horn.com

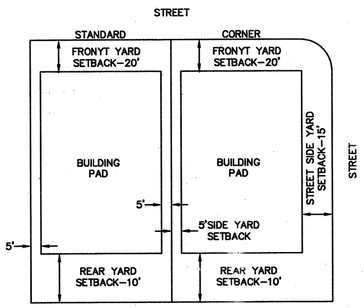
STATE OF TEXAS
REGISTERED
JOHN G. MOSIER
6330
PROFESSIONAL
LAND SURVEYOR

SURVEYOR'S NOTES:

1. ALL PROPERTY CORNERS OF THE LOTS IN THIS SUBDIVISION WILL BE MONUMENTED AFTER ROAD CONSTRUCTION AND PRIOR TO LOTS SALES WITH A 1/2-INCH IRON ROD WITH RED PLASTIC CAP STAMPED "KHA", UNLESS OTHERWISE NOTED.
2. THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS).
3. ALL DISTANCES ARE ON THE SURFACE. TO CONVERT SURFACE DISTANCES TO THE GRID, APPLY THE COMBINED SURFACE TO GRID SCALE FACTOR OF 0.99992097045. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

GENERAL NOTES:

1. PROPERTY OWNERS OF THE LOTS ON WHICH THE PUBLIC UTILITY EASEMENT OR THE UNDERGROUND STORM WATER DRAINAGE FACILITIES EASEMENT ARE LOCATED AS SHOWN ON THIS PLAT SHALL PROVIDE ACCESS TO THE CITY OF MANOR IN ORDER FOR THE CITY OF MANOR TO INSPECT AND MAINTAIN THE UNDERGROUND FACILITIES LOCATED WITHIN ANY OF SUCH EASEMENTS.
2. A 10' PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET RIGHTS OF WAY.
3. PUBLIC SIDEWALKS BUILT TO CITY OF MANOR STANDARDS, ARE REQUIRED ALONG ALL STREETS WITHIN THIS SUBDIVISION, THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE ADJOINING LOT BEING OCCUPIED, FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY. BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE COVERING BODY OR UTILITY COMPANY.
4. DRIVEWAY AND DRAINAGE CONSTRUCTION STANDARDS SHALL BE IN ACCORDANCE WITH THE REQUIREMENT OF THE CITY OF MANOR STANDARDS UNLESS OTHERWISE SPECIFIED AND APPROVE BY THE CITY OF MANOR.
5. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO THE CITY OF MANOR WATER AND WASTEWATER SYSTEM.
6. NO BUILDINGS SHALL BE CONSTRUCTED OR MAINTAINED WITHIN THE PUBLIC UTILITIES EASEMENTS OR THE UNDERGROUND STORM WATER FACILITIES EASEMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF MANOR. THE CITY OF MANOR IS NOT RESPONSIBLE FOR THE DAMAGE TO OR REPLACING ANY PORTIONS OF ANY FENCING, LANDSCAPING OR OTHER IMPROVEMENTS CONSTRUCTED WITHIN ANY OF SUCH EASEMENTS WHICH WERE NOT APPROVED BY THE CITY OF MANOR BEFORE THEIR CONSTRUCTION DUE TO THE NECESSARY AND CUSTOMARY WORK BY THE CITY OF MANOR IN REPAIRING, MAINTAINING, OR REPLACING THE UNDERGROUND PIPES AND RELATED FACILITIES WITHIN SUCH EASEMENTS.
7. ALL STREETS, DRAINAGE IMPROVEMENTS, SIDEWALKS, WATER AND WASTEWATER LINES, AND EROSION CONTROLS SHALL BE CONSTRUCTED AND INSTALLED TO CITY OF MANOR STANDARDS.
8. EROSION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON INDIVIDUAL LOTS, INCLUDING DETACHED SINGLE FAMILY IN ACCORDANCE WITH SECTION 1.4.0 OF THE CITY OF AUSTIN ENVIRONMENTAL CRITERIA MANUAL.
9. ALL STREETS IN THE SUBDIVISION SHALL BE CONSTRUCTED TO CITY OF MANOR URBAN STREET STANDARDS. ALL STREETS WILL BE CONSTRUCTED WITH CURB AND GUTTER.
10. PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF MANOR.
11. THE SUBDIVISION OWNER/DEVELOPER AS IDENTIFIED ON THIS PLAN IS RESPONSIBLE FOR POSTING FISCAL SURVEY FOR THE CONSTRUCTION OF ALL SIDEWALKS AS SHOWN OR LISTED ON THE PLAN, WHETHER INSTALLED BY THE OWNER/DEVELOPER OR INDIVIDUAL HOMEBUILDERS. IT IS THE RESPONSIBILITY OF THE OWNER/DEVELOPER TO ENSURE ALL SIDEWALKS ARE ADA COMPLIANT UNLESS A WAIVER HAS BEEN GRANTED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION.
12. THE BUILDING SETBACK LINES SHALL COMPLY WITH THE APPROVED MANOR HEIGHTS PUD ARE AS FOLLOWS:
    (SEE TYPICAL SETBACK DETAIL)
    FRONT YARD - 20'
    REAR YARD - 10'
    SIDE YARD - 5'
    STREET SIDE YARD - 15'
13. THE HOME OWNERS ASSOCIATION, AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HOA") SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL NON-RESIDENTIAL LOTS THAT ARE DEDICATED TO THE HOA.
14. PER THE APPROVED MANOR HEIGHTS PUD, MINIMUM SINGLE-FAMILY RESIDENTIAL LOT SHALL BE 6250 SQ. FT. WITHIN PUD-SF-1 AND 3300 SQ. FT. WITHIN PUD-MEDIUM DENSITY. THE MINIMUM HOME SIZES WILL COMPLY WITH THOSE SET FORTH IN THE MANOR HEIGHTS PUD OF 1500 SQ. FT.
15. LOT 8, BLOCK F, OPEN SPACE/DRAINAGE LOT, AND LOT 1, BLOCK G, OPEN SPACE/DRAINAGE LOT, ARE TO BE DEDICATED TO THE HOMEOWNER'S ASSOCIATION. THE HOMEOWNER'S ASSOCIATION AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HOA") SHALL BE RESPONSIBLE FOR MOWING, MAINTAINING, AND LANDSCAPING IN THE DRAINAGE LOTS.
16. DEDICATION AND CONVEYANCE LOT 41, BLOCK I, PARKLAND SHALL BE MADE TO THE CITY OF MANOR, TEXAS IN ACCORDANCE WITH THAT CERTAIN DEVELOPMENT AGREEMENT (MANOR HEIGHTS) DATED EFFECTIVE NOVEMBER 7, 2018, AS AMENDED (THE "DEVELOPMENT AGREEMENT"). THE OWNER/DEVELOPER SHALL ENTER INTO A LICENSE AGREEMENT WITH THE CITY IN SUBSTANTIALLY THE FORM PROVIDED IN THE DEVELOPMENT AGREEMENT. THE CITY SHALL BE RESPONSIBLE FOR MAINTENANCE OF LOT 41, BLOCK I, PARKLAND UPON THE TERMINATION OF THE LICENSE AGREEMENT OR THE TERMINATION OF THE MAINTENANCE PERIOD PROVIDED IN THE DEVELOPMENT AGREEMENT, WHICHEVER IS LONGER.
17. ACCESS TO NON-RESIDENTIAL LOTS SHALL BE PROVIDED TO THE CITY WHERE MAINTENANCE IS REQUIRED TO BE PERFORMED BY THE CITY IN ACCORDANCE WITH THAT CERTAIN DEVELOPMENT AGREEMENT (MANOR HEIGHTS) DATED EFFECTIVE NOVEMBER 7, 2018, AS AMENDED.




TYPICAL SETBACK DETAIL
NOT TO SCALE

CITY OF MANOR ACKNOWLEDGMENTS

THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF MANOR CORPORATE CITY LIMITS AS OF THIS DATE. 25th DAY OF Jan, 2024

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, ON THIS THE DATE. 13th DAY OF Dec, 2023

APPROVED: _____ ATTEST: _____
~~DAKESHA SMALL~~, CHAIRPERSON Felix Paiz
LLUVIA T. ALMARAZ, CITY SECRETARY

ACCEPTED AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, ON THIS THE DATE. 13th DAY OF Dec, 2023

APPROVED: _____ ATTEST: _____
DR. CHRISTOPHER HARVEY, MAYOR
LLUVIA T. ALMARAZ, CITY SECRETARY

CITY OF MANOR TEXAS

COUNTY OF TRAVIS:
STATE OF TEXAS:
KNOW ALL ME BY THESE PRESENTS:

I, DYANA LIMON - MERCADO, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DATE: 30th DAY OF January, 24 AT 12:17 O'CLOCK PM, DULY RECORDED ON THE DAY OF 30th DAY OF January, 2024 AT 12:17 O'CLOCK PM IN THE PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER 2024000116 OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 30th DAY OF January, 24

DYANA LIMON - MERCADO, COUNTY CLERK, TRAVIS COUNTY, TEXAS

BY: _____
DEPUTY TORI GARZA

TRAVIS COUNTY, TEXAS

SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
10101 REUNION PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216
PH: (210) 541-9166 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
501 S. AUSTIN AVENUE, SUITE 1310
GEORGETOWN, TEXAS 78626
TBPE FIRM REGISTRATION NO. F-928
PH: (512) 418-1771
CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

OWNER/DEVELOPER:
FORESTAR (USA) REAL ESTATE GROUP, INC.,
A DELAWARE CORPORATION
10700 PECAN PARK BLVD. STE. 150
AUSTIN, TEXAS 78750
CONTACT: JEFF SCOTT

# MANOR HEIGHTS
# PHASE 4 SECTION A
## 93.449 ACRES

BEING A TRACT OF LAND SITUATED IN THE LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND CONTAINING THE FOLLOWING TRACTS OF LAND:

- A PORTION OF THAT CERTAIN 267.942 ACRE TRACT 2, AND A PORTION OF LOT 2, J.F. NAGLE ESTATES SUBDIVISION, AS DESCRIBED IN INSTRUMENTS RECORDED IN DOCUMENT NO. 2019171724 AND CORRECTED IN DOCUMENT NO. 2019176020,
- A PORTION OF LOT 3, J.F. NAGLE ESTATES SUBDIVISION DESCRIBED IN INSTRUMENT RECORDED IN DOCUMENT NO. 2023139245,
- SAID LOTS 2 & 3 OF J.F. NAGLE ESTATES SUBDIVISION RECORDED BY PLAT IN DOCUMENT NO. 199900207,

AND DESCRIBED IN SAID INSTRUMENTS TO FORESTAR (USA) REAL ESTATE GROUP INC., RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

Kimley»Horn
10101 Reunion Place, Suite 400
San Antonio, Texas 78216 FIRM # 10193973
Tel. No. (210) 541-9166
www.kimley-horn.com

| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|---|---|---|---|---|---|
| N/A | DJG | JGM | 12/21/2023 | 069255706 | 5 OF 5 |

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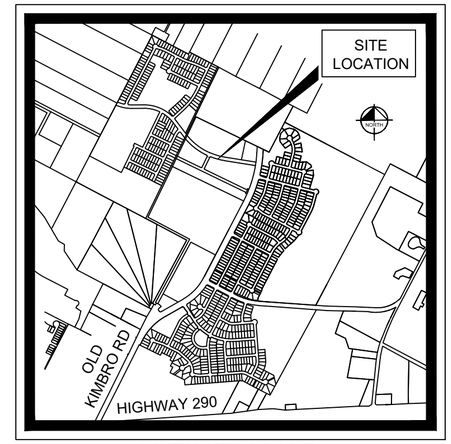
DWG NAME: K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255706-MANOR HTS PHASE 4\DWG\PLATS\MANOR HEIGHTS, PHASE 4, SECTION A.DWG PLOTTED BY GONZALEZ, DAVID 12/28/2023 3:09 PM LAST SAVED 12/27/2023 10:05 PM

## LEGEND

| | |
|---|---|
| IRF | IRON ROD FOUND |
| IRFC | IRON ROD FOUND W/ CAP |
| IPF | IRON PIPE FOUND |
| P.O.B. | POINT OF BEGINNING |
| R.O.W. | RIGHT OF WAY |
| S.D.E. | SIGHT DISTANCE EASEMENT |
| OPRTC | OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS |
| . . . . . | SIDEWALK |
| ⊙ | 1/2" IRON ROD SET IN CONCRETE W/CAP "KHA" |
| (A) | BLOCK IDENTIFIERS |

NORTH

GRAPHIC SCALE IN FEET
100 0 50 100 200
1" = 100' @ 18X24




## VICINITY MAP
SCALE: 1" = 2,000'

1/2" IRF
(F) 1 (2.256 ACRES) MEDIUM DENSITY LOT
FORESTAR (USA) REAL ESTATE GROUP INC. DOC# 2023139245 OPRTC
LOT 3 J.F. NAGLE ESTATES DOC# 199900207 OPRTC
MANOR HEIGHTS PHASE 4, SECTION A DOC# _____ OPRTC
DECLARATION OF 60' JOINT USE ACCESS AND PUBLIC UTILITY EASEMENT DOC# 1999058184 OPRTC
N:10108093.01 E:3191645.27
(0.170 ACRES) LOT 900 - OPEN SPACE & ACCESS LOT
MANOR HEIGHTS PHASE 4, SECTION A DOC# _____ OPRTC
5/8" IRF
FORESTAR (USA) REAL ESTATE GROUP INC. DOC# 2023139245 OPRTC
LOT 3 J.F. NAGLE ESTATES DOC# 199900207 OPRTC
(E) 2 (11.216 ACRES) MEDIUM DENSITY LOT
LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456
(E) 1 (1.822 ACRES) NEIGHBORHOOD BUSINESS LOT
50 PARKLAND
MANOR HEIGHTS PHASE 3, SECTION 2 DOC# 202200160 OPRTC
LIBERTY BELL BOULEVARD (114' ROW) (DOC# 202200160 OPRTC)
114.00'
57.00' 57.00'
N:10107480.96 E:3192936.82
56
57
58
59
18
17
1
2
3
ANDREW ABERNATHY PASS (50' ROW)
60-LANDSCAPE LOT JORDYN STERLING STREET
CARPER DRIVE (50' ROW)
TUBERVILLE LANE (50' ROW)
ROSEN WAY (64' ROW)
ERNST STREET (50' ROW)
N25°48'33"E 423.52'
(0.325 ACRE) LOT 10 - ACCESS/PUBLIC UTILITY EASEMENT LOT
N25°48'34"E 169.10'
N25°48'34"E 163.14'
N25°48'34"E 345.35'
N25°48'34"E 176.25'
N25°48'34"E 363.61'
N25°48'34"E 375.32'
N44°30'24"E 156.35'
N42°05'39"E 145.83'
N39°40'55"E 137.29'
N37°16'11"E 131.96'
N34°51'06"E 128.29'
N32°26'42"E 127.45'
N30°01'58"E 129.03'
N27°37'13"E 126.80'
N25°48'02"E 257.82'
N19°28'34"E 133.61'
N16°48'21"E 134.53'
N14°04'09"E 130.40'
N11°21'57"E 145.25'
N9°00'50"E 155.00'
N9°00'50"E 163.79'
N9°00'50"E 172.57'
N9°00'50"E 181.36'
N9°00'50"E 190.15'
N25°48'02"E 218.85'
N25°48'02"E 216.78'
N25°48'02"E 144.07'
N25°48'02"E 137.71'
N25°48'02"E 131.36'
N25°48'02"E 125.00'
N25°48'02"E 125.82'
N64°11'58"W 1476.38' (50' ROW)
N64°11'58"W 1432.98'
S64°11'58"E 685.56'
S64°11'58"E 839.83'
S64°11'58"E 907.83'
S64°11'58"E 947.88'
N64°11'58"W 1457.47'
S80°59'21"E 531.11'
323.74'
418.45'
111.11'
63.19'
60.00'
45°30"W
N71°01'18"W 45.90'
N25°48'02"E 104.39'
N25°48'02"E 178.84'
N25°48'02"E 172.85'
N25°48'02"E 166.87'
N25°48'02"E 160.89'
N25°48'02"E 154.91'
N25°48'02"E 148.93'
N25°48'02"E 142.95'
N25°48'02"E 136.96'
N25°48'02"E 130.98'
N25°48'02"E 125.00'
N25°48'02"E 124.27'
N25°48'02"E 120.61'
N22°47'52"E 99.45'
N25°48'02"E 99.23'
S64°11'58"E 305.01'
S64°11'58"E 1476.38'
N64°11'58"W 1432.98'
S64°11'58"E 307.68'
S64°11'58"E 119.14'
N25°47'58"E 145.00'
S64°11'58"E 685.56'
N64°11'58"W 1476.38' (50' ROW)
N64°11'58"W 1432.98'
S64°11'58"E 947.88'
N64°11'58"W 1457.47'
(C) 1 (3.207 ACRES) CITY PARKLAND, DRAINAGE, & CITY UTILITIES
(D) 18 19 20 21 22 23 24 25 26 27
(A) 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26
(B) 1 2 3
(C) 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21
(D) 1 2 3 4 5 6 7 8 9 10 11 12 13
(A) 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26
(C) 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21
(A) 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26
(D) 1 2 3 4 5 6 7 8 9 10 11 12 13
(A) 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26
(C) 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21
(A) 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26
(B) 1 2 3
(A) 1 2 3 4 5 6
(E) 1 (1.222 ACRE) OPEN SPACE/ DRAINAGE LOT
L1 L2 L3 L4 L5 L6
C1 C2 C3 C4 C5 C6 C7 C8 C9 C10
22.39' 45.91' 38.38' 32.00' 32.00' 64.00' 49.83' 49.84' 49.83' 49.83' 49.83' 49.82' 49.81' 38.95' 40.31' 55.77' 55.77' 55.77' 48.52' 7.37' 13.42' 5.11' 50.18' 53.36' 53.36' 53.36

| LOT TABLE | | |
|---|---|---|
| LOT NO. | ACRES | SQ. FT. |
| BLOCK A LOT 1 | 0.143 | 6,250 |
| BLOCK A LOT 2 | 0.143 | 6,250 |
| BLOCK A LOT 3 | 0.143 | 6,250 |
| BLOCK A LOT 4 | 0.143 | 6,250 |
| BLOCK A LOT 5 | 0.143 | 6,250 |
| BLOCK A LOT 6 | 0.153 | 6,679 |
| BLOCK A LOT 7 - OPEN SPACE/DRAINAGE LOT | 1.222 | 53,211 |
| BLOCK A LOT 8 | 0.146 | 6,377 |
| BLOCK A LOT 9 | 0.147 | 6,412 |
| BLOCK A LOT 10 | 0.147 | 6,412 |
| BLOCK A LOT 11 | 0.147 | 6,412 |
| BLOCK A LOT 12 | 0.147 | 6,412 |
| BLOCK A LOT 13 | 0.147 | 6,412 |
| BLOCK A LOT 14 | 0.147 | 6,412 |
| BLOCK A LOT 15 | 0.147 | 6,412 |
| BLOCK A LOT 16 | 0.147 | 6,412 |
| BLOCK A LOT 17 | 0.143 | 6,250 |
| BLOCK A LOT 18 | 0.143 | 6,250 |
| BLOCK A LOT 19 | 0.143 | 6,250 |
| BLOCK A LOT 20 | 0.143 | 6,250 |
| BLOCK A LOT 21 | 0.143 | 6,250 |
| BLOCK A LOT 22 | 0.143 | 6,250 |
| BLOCK A LOT 23 | 0.143 | 6,250 |
| BLOCK A LOT 24 | 0.143 | 6,250 |
| BLOCK A LOT 25 | 0.143 | 6,250 |
| BLOCK A LOT 26 | 0.143 | 6,250 |
| BLOCK C LOT 1 - CITY PARKLAND/DRAINAGE/CITY UTILITES LOT | 3.207 | 139,677 |
| BLOCK C LOT 2 | 0.181 | 7,873 |
| BLOCK C LOT 3 | 0.202 | 8,792 |
| BLOCK C LOT 4 | 0.195 | 8,493 |
| BLOCK C LOT 5 | 0.188 | 8,194 |
| BLOCK C LOT 6 | 0.181 | 7,895 |
| BLOCK C LOT 7 | 0.174 | 7,596 |
| BLOCK C LOT 8 | 0.168 | 7,297 |
| BLOCK C LOT 9 | 0.161 | 6,998 |

| LOT TABLE | | |
|---|---|---|
| LOT NO. | ACRES | SQ. FT. |
| BLOCK C LOT 10 | 0.154 | 6,699 |
| BLOCK C LOT 11 | 0.147 | 6,400 |
| BLOCK C LOT 12 | 0.171 | 7,452 |
| BLOCK C LOT 13 | 0.198 | 8,632 |
| BLOCK C LOT 14 | 0.181 | 7,886 |
| BLOCK C LOT 15 | 0.184 | 8,035 |
| BLOCK C LOT 16 | 0.192 | 8,369 |
| BLOCK C LOT 17 | 0.203 | 8,839 |
| BLOCK C LOT 18 | 0.183 | 7,970 |
| BLOCK C LOT 19 | 0.193 | 8,409 |
| BLOCK C LOT 20 | 0.203 | 8,848 |
| BLOCK C LOT 21 | 0.213 | 9,288 |
| BLOCK D LOT 1 | 0.172 | 7,501 |
| BLOCK D LOT 2 | 0.153 | 6,684 |
| BLOCK D LOT 3 | 0.157 | 6,840 |
| BLOCK D LOT 4 | 0.165 | 7,179 |
| BLOCK D LOT 5 | 0.173 | 7,518 |
| BLOCK D LOT 6 | 0.180 | 7,858 |
| BLOCK D LOT 7 | 0.188 | 8,197 |
| BLOCK D LOT 8 | 0.196 | 8,534 |
| BLOCK D LOT 9 | 0.191 | 8,306 |
| BLOCK D LOT 10 - ACCESS/PUBLIC UTILITES EASEMENT LOT | 0.325 | 14,138 |
| BLOCK D LOT 19 | 0.223 | 9,692 |
| BLOCK D LOT 20 | 0.183 | 7,988 |
| BLOCK D LOT 21 | 0.171 | 7,456 |
| BLOCK D LOT 22 | 0.162 | 7,068 |
| BLOCK D LOT 23 | 0.157 | 6,819 |
| BLOCK D LOT 24 | 0.154 | 6,705 |
| BLOCK D LOT 25 | 0.154 | 6,724 |
| BLOCK D LOT 26 | 0.154 | 6,715 |
| BLOCK D LOT 27 | 0.175 | 7,622 |
| BLOCK D LOT 900 - OPEN SPACE/ACCESS LOT | 0.170 | 7,411 |
| RIGHT-OF-WAY | 1.971 | 85,836 |
| SECTION B BOUNDARY | 17.304 | 753,742 |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| NO. | DELTA | RADIUS | LENGTH | CHORD BEARING | CHORD |
| C1 | 27°27'17" | 1132.00' | 542.42' | S51°06'14"E | 537.25' |
| C2 | 90°37'54" | 20.00' | 31.64' | S19°30'55"E | 28.44' |
| C3 | 85°37'45" | 20.00' | 29.89' | N68°36'54"E | 27.19' |
| C4 | 12°24'57" | 1182.00' | 256.14' | S74°46'42"E | 255.64' |
| C5 | 91°30'23" | 25.00' | 39.93' | S35°13'36"E | 35.82' |
| C6 | 17°07'14" | 2143.05' | 640.37' | S19°05'45"W | 637.99' |
| C7 | 94°04'39" | 25.00' | 41.05' | N68°45'42"E | 36.59' |
| C8 | 88°37'52" | 25.00' | 38.67' | S19°53'02"E | 34.93' |
| C9 | 90°00'00" | 15.00' | 23.56' | S19°11'58"E | 21.21' |
| C10 | 90°00'00" | 15.00' | 23.56' | N70°48'02"E | 21.21' |

| LINE TABLE | | |
|---|---|---|
| NO. | BEARING | LENGTH |
| L1 | N64°11'58"W | 20.15' |
| L2 | S66°33'33"E | 50.04' |
| L3 | N25°48'02"E | 1.84' |
| L4 | N56°17'09"E | 25.34' |
| L5 | N56°17'09"E | 29.91' |
| L6 | N56°17'09"E | 34.44' |

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

**BEING** A 17.304 ACRE (753,742 SQUARE FEET) TRACT OF LAND SITUATED IN THE LEMUEL KIMBRO SURVEY NUMBER 64, ABSTRACT NUMBER 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND CONTAINING THE FOLLOWING TRACTS OF LAND:

- A PORTION OF LOT 2, J.F. NAGLE ESTATES SUBDIVISION, AS DESCRIBED IN INSTRUMENTS RECORDED IN DOCUMENT NO. 2019171724 AND CORRECTED IN DOCUMENT NUMBER 2019176020,
- A PORTION OF LOT 3, J.F. NAGLE ESTATES SUBDIVISION DESCRIBED IN INSTRUMENT RECORDED IN DOCUMENT NO. 2023139245,
- SAID LOT 2 & 3, OF THE J.F. NAGLE ESTATES SUBDIVISION RECORDED IN DOCUMENT NO. 199900207, AND DESCRIBED IN SAID INSTRUMENTS TO FORESTAR (USA) REAL ESTATE GROUP INC., RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A 5/8-INCH IRON ROD FOUND MARKING THE NORTHEAST CORNER OF LOT 1 OF J.F. NAGLE ESTATES SUBDIVISION, PLAT OF WHICH IS RECORDED IN DOCUMENT NO. 199900207 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND MARKING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE**, ALONG THE COMMON BOUNDARY LINE OF SAID LOT 1 AND LOT 2, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1. NORTH 64°11'58" WEST, 1457.47 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER;
2. NORTH 25°47'58" EAST, 145.00 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER;
3. NORTH 64°11'58" WEST, 20.15 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER;
4. NORTH 25°48'33" EAST, 423.52 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER ON THE WESTERLY BOUNDARY LINE OF LOT 3 OF SAID J.F. NAGLE ESTATES SUBDIVISION.

**THENCE**, DEPARTING THE WEST BOUNDARY LINE OF SAID LOT 3, AND CROSSING INTO SAID LOT 2, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

1. IN A SOUTHEASTERLY DIRECTION ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1132.00 FEET, A CHORD SOUTH 51°06'14" EAST, 537.25 FEET, A CENTRAL ANGLE OF 27°27'17", AND AN ARC LENGTH OF 542.42 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR POINT OF TANGENCY;
2. IN A SOUTHERLY DIRECTION ALONG A REVERSE TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A CHORD SOUTH 19°30'55" EAST, 28.44 FEET, A CENTRAL ANGLE OF 90°37'54", AND AN ARC LENGTH OF 31.64 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR POINT OF TANGENCY;
3. SOUTH 66°33'33" EAST, 50.04 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER;
4. NORTH 25°48'02" EAST, 1.84 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CURVATURE;
5. IN A EASTERLY DIRECTION ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A CHORD OF NORTH 68°36'54" EAST, 27.19 FEET, A CENTRAL ANGLE OF 85°37'45", AND AN ARC LENGTH OF 29.89 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR POINT OF TANGENCY;
6. IN A EASTERLY DIRECTION ALONG A REVERSE TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1182.00 FEET, A CHORD SOUTH 74°46'42" EAST, 255.64 FEET, A CENTRAL ANGLE OF 12°24'57", AND AN ARC LENGTH OF 256.14 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR POINT OF TANGENCY;
7. SOUTH 80°59'21" EAST, 556.63 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CURVATURE;
8. IN A SOUTHERLY DIRECTION ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2143.05 FEET, A CHORD SOUTH 18°45'10" WEST, 663.36 FEET, A CENTRAL ANGLE OF 17°48'25", AND AN ARC LENGTH OF 666.04 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER;
9. SOUTH 80°59'21" EAST, 531.11 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CURVATURE;
10. IN A SOUTHEASTERLY DIRECTION ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CHORD SOUTH 35°13'36" EAST, 35.82 FEET, A CENTRAL ANGLE OF 91°30'23", AND AN ARC LENGTH OF 39.93 FEET TO A1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER;
11. IN A SOUTHERLY DIRECTION ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2143.05 FEET, A CHORD SOUTH 19°05'45" WEST, 637.99 FEET, A CENTRAL ANGLE OF 17°07'14", AND AN ARC LENGTH OF 640.37 FEET TO THE **POINT OF BEGINNING,** AND CONTAINING 17.304 ACRES OF LAND IN TRAVIS COUNTY, TEXAS. THE BASIS OF THIS DESCRIPTION IS THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (FIPS 4203) (NAD'83). ALL DISTANCES ARE ON THE SURFACE AND SHOWN IN U.S. SURVEY FEET. THE COMBINED SURFACE TO GRID SCALE FACTOR IS 0.99992097045. THIS DESCRIPTION WAS GENERATED ON 6/14/2022 AT 9:29 AM, BASED ON GEOMETRY IN THE DRAWING FILE K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255706-MANOR HTS PHASE 4\DWG\PLATS\MANOR HEIGHTS, PHASE 4, SECTION B.DWG, IN THE OFFICE OF KIMLEY-HORN AND ASSOCIATES IN SAN ANTONIO, TEXAS.

SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
10101 REUNION PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216
PH: (210) 541-9166 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
501 S. AUSTIN AVENUE, SUITE 1310
GEORGETOWN, TEXAS 78626
TBPE FIRM REGISTRATION NO. F-928
PH: (512) 418-1771
CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

OWNER/DEVELOPER:
FORESTAR (USA) REAL ESTATE GROUP, INC.,
A DELAWARE CORPORATION
10700 PECAN PARK BLVD. STE. 150
AUSTIN, TEXAS 78750
CONTACT: JEFF SCOTT

# MANOR HEIGHTS PHASE 4 SECTION B

## 17.304 ACRES

BEING A TRACT OF LAND SITUATED IN THE LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND CONTAINING THE FOLLOWING TRACTS OF LAND:

- A PORTION OF LOT 2, J.F. NAGLE ESTATES SUBDIVISION, AS DESCRIBED IN INSTRUMENTS RECORDED IN DOCUMENT NO. 2019171724 AND CORRECTED IN DOCUMENT NO. 2019176020,
- A PORTION OF LOT 3, J.F. NAGLE ESTATES SUBDIVISION DESCRIBED IN INSTRUMENT RECORDED IN DOCUMENT NO. 2023139245,
- SAID LOTS 2 & 3 OF J.F. NAGLE ESTATES SUBDIVISION RECORDED BY PLAT IN DOCUMENT NO. 199900207,

AND DESCRIBED IN SAID INSTRUMENTS TO FORESTAR (USA) REAL ESTATE GROUP INC., RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

Kimley»Horn
10101 Reunion Place, Suite 400
San Antonio, Texas 78216 FIRM # 10193973
Tel. No. (210) 541-9166
www.kimley-horn.com

| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|---|---|---|---|---|---|
| 1" = 100' | DJG | JGM | 01/10/2024 | 069255706 | 2 OF 3 |

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DWG NAME: K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255706-MANOR HTS PHASE 4\DWG\PLATS\MANOR HEIGHTS, PHASE 4, SECTION B.DWG PLOTTED BY GONZALEZ, DAVID 1/10/2024 4:09 PM LAST SAVED 1/10/2024 4:06 PM

THE STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS: §
COUNTY OF TRAVIS §

WHEREAS, FORESTAR (USA) REAL ESTATE GROUP INC., THE OWNER OF 17.304 ACRE TRACT LOCATED IN THE LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS. BEING A PORTION OF LOT 2 CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP INC., AS DESCRIBED IN DOCUMENT NO. 2019171724 AND CORRECTED IN DOCUMENT NO. 2019176020. A PORTION OF LOT 3 CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP INC., AS DESCRIBED IN DOCUMENT NO. 2023139245. LOT 2 AND LOT 3 OF THE J.F. NAGLE ESTATES SUBDIVISION RECORDED IN DOCUMENT NO. 199900207, ALL OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. AND DO HEREBY SUBDIVIDE SAID, HAVING BEEN APPROVED FOR SUBDIVISION, PURSUANT TO THE PUBLIC NOTIFICATION AND HEARING PROVISION OF CHAPTER 212 AND 232 OF THE LOCAL GOVERNMENT CODE.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS "MANOR HEIGHTS PHASE 4 SECTION B" OF THE CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY SUBDIVIDES SAID 17.304 ACRES OF LAND OF SAID IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT TO BE KNOW AS "MANOR HEIGHTS PHASE 4 SECTION B" AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND PUBLIC EASEMENTS THEREON SHOWN FOR THE PURPOSED AND CONSIDERATION THEREIN EXPRESSED: SUBJECT TO ANY EASEMENT OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS DAY _____, ____.

BY:_____
FORESTAR (USA) REAL ESTATE GROUP INC.,
A DELAWARE CORPORATION
10700 PECAN PARK BLVD. STE. 150
AUSTIN, TEXAS 78750

THE STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON OR AGENT WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____, 20__.

_____
NOTARY PUBLIC
NOTARY REGISTRATION NUMBER _____
MY COMMISSION EXPIRES: _____
COUNTY OF _____
THE STATE OF _____

STATE OF TEXAS §
COUNTY OF TRAVIS §

I, ALEJANDRO E. GRANADOS RICO, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STAND POINT AND COMPLIES WITH THE ENGINEERING RELATED PORTION OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

THIS SITE IS LOCATED IN THE COTTONWOOD CREEK WATERSHED.

NO PORTION OF THIS SITE LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48453C0505H, EFFECTIVE DATE SEPTEMBER 26, 2008, TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

_____
ALEJANDRO E. GRANADOS RICO, P.E.
REGISTERED PROFESSIONAL ENGINEER No. 130084
KIMLEY-HORN AND ASSOCIATES, INC.
501 S. AUSTIN AVENUE, SUITE 1310
GEORGETOWN, TEXAS 78626

STATE OF TEXAS §
COUNTY OF BEXAR §

I, JOHN G. MOSIER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEYING RELATED PORTIONS OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE IS TRUE AND CORRECT, AND WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

_____
JOHN G. MOSIER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6330 - State of Texas
10101 Reunion Place, Suite 400
San Antonio, Texas 78216
Ph. 210-321-3402
greg.mosier@kimley-horn.com

SURVEYOR'S NOTES:

1. ALL PROPERTY CORNERS OF THE LOTS IN THIS SUBDIVISION WILL BE MONUMENTED AFTER ROAD CONSTRUCTION AND PRIOR TO LOTS SALES WITH A 1/2-INCH IRON ROD WITH RED PLASTIC CAP STAMPED "KHA", UNLESS OTHERWISE NOTED.
2. THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS).
3. ALL DISTANCES ARE ON THE SURFACE. TO CONVERT SURFACE DISTANCES TO THE GRID, APPLY THE COMBINED SURFACE TO GRID SCALE FACTOR OF 0.99992097045. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

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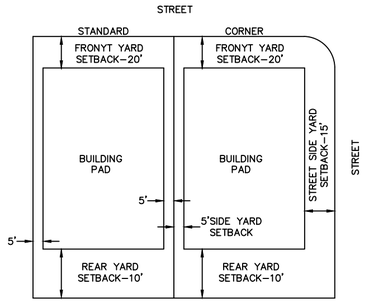
GENERAL NOTES:

1. PROPERTY OWNERS OF THE LOTS ON WHICH THE PUBLIC UTILITY EASEMENT OR THE UNDERGROUND STORM WATER DRAINAGE FACILITIES EASEMENT ARE LOCATED AS SHOWN ON THIS PLAT SHALL PROVIDE ACCESS TO THE CITY OF MANOR IN ORDER FOR THE CITY OF MANOR TO INSPECT AND MAINTAIN THE UNDERGROUND FACILITIES LOCATED WITHIN ANY OF SUCH EASEMENTS.
2. A 10' PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET RIGHTS OF WAY.
3. PUBLIC SIDEWALKS BUILT TO CITY OF MANOR STANDARDS, ARE REQUIRED ALONG ALL STREETS WITHIN THIS SUBDIVISION, THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE ADJOINING LOT BEING OCCUPIED, FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY. BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE COVERING BODY OR UTILITY COMPANY.
4. DRIVEWAY AND DRAINAGE CONSTRUCTION STANDARDS SHALL BE IN ACCORDANCE WITH THE REQUIREMENT OF THE CITY OF MANOR STANDARDS UNLESS OTHERWISE SPECIFIED AND APPROVE BY THE CITY OF MANOR.
5. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO THE CITY OF MANOR WATER AND WASTEWATER SYSTEM.
6. NO BUILDINGS SHALL BE CONSTRUCTED OR MAINTAINED WITHIN THE PUBLIC UTILITIES EASEMENTS OR THE UNDERGROUND STORM WATER FACILITIES EASEMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF MANOR. THE CITY OF MANOR IS NOT RESPONSIBLE FOR THE DAMAGE TO OR REPLACING ANY PORTIONS OF ANY FENCING, LANDSCAPING OR OTHER IMPROVEMENTS CONSTRUCTED WITHIN ANY OF SUCH EASEMENTS WHICH WERE NOT APPROVED BY THE CITY OF MANOR BEFORE THEIR CONSTRUCTION DUE TO THE NECESSARY AND CUSTOMARY WORK BY THE CITY OF MANOR IN REPAIRING, MAINTAINING, OR REPLACING THE UNDERGROUND PIPES AND RELATED FACILITIES WITHIN SUCH EASEMENTS.
7. ALL STREETS, DRAINAGE IMPROVEMENTS, SIDEWALKS, WATER AND WASTEWATER LINES, AND EROSION CONTROLS SHALL BE CONSTRUCTED AND INSTALLED TO CITY OF MANOR STANDARDS.
8. EROSION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON INDIVIDUAL LOTS, INCLUDING DETACHED SINGLE FAMILY IN ACCORDANCE WITH SECTION 1.4.0 OF THE CITY OF AUSTIN ENVIRONMENTAL CRITERIA MANUAL.
9. ALL STREETS IN THE SUBDIVISION SHALL BE CONSTRUCTED TO CITY OF MANOR URBAN STREET STANDARDS. ALL STREETS WILL BE CONSTRUCTED WITH CURB AND GUTTER.
10. PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF MANOR.
11. THE SUBDIVISION OWNER/DEVELOPER AS IDENTIFIED ON THIS PLAN IS RESPONSIBLE FOR POSTING FISCAL SURVEY FOR THE CONSTRUCTION OF ALL SIDEWALKS AS SHOWN OR LISTED ON THE PLAN, WHETHER INSTALLED BY THE OWNER/DEVELOPER OR INDIVIDUAL HOMEBUILDERS. IT IS THE RESPONSIBILITY OF THE OWNER/DEVELOPER TO ENSURE ALL SIDEWALKS ARE ADA COMPLIANT UNLESS A WAIVER HAS BEEN GRANTED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION.
12. THE BUILDING SETBACK LINES SHALL COMPLY WITH THE APPROVED MANOR HEIGHTS PUD ARE AS FOLLOWS:
    (SEE TYPICAL SETBACK DETAIL)
    FRONT YARD - 20'
    REAR YARD - 10'
    SIDE YARD - 5'
    STREET SIDE YARD - 15'
13. THE HOME OWNERS ASSOCIATION, AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HOA") SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL NON-RESIDENTIAL LOTS THAT ARE DEDICATED TO THE HOA.
14. PER THE APPROVED MANOR HEIGHTS PUD, MINIMUM SINGLE-FAMILY RESIDENTIAL LOT SHALL BE 6250 SQ. FT. WITHIN PUD-SF-1 AND 3300 SQ. FT. WITHIN PUD-MEDIUM DENSITY. THE MINIMUM HOME SIZES WILL COMPLY WITH THOSE SET FORTH IN THE MANOR HEIGHTS PUD OF 1500 SQ. FT.
15. LOT 7, BLOCK A, OPEN SPACE/DRAINAGE LOT, AND LOT 10, BLOCK D, ACCESS/PUBLIC UTILITY EASEMENT LOT, ARE TO BE DEDICATED TO THE HOMEOWNER'S ASSOCIATION. THE HOMEOWNER'S ASSOCIATION AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HOA") SHALL BE RESPONSIBLE FOR MOWING, MAINTAINING, AND LANDSCAPING IN THE DRAINAGE LOTS.
16. DEDICATION AND CONVEYANCE LOT 1, BLOCK C, PARKLAND SHALL BE MADE TO THE CITY OF MANOR, TEXAS IN ACCORDANCE WITH THAT CERTAIN DEVELOPMENT AGREEMENT (MANOR HEIGHTS) DATED EFFECTIVE NOVEMBER 7, 2018, AS AMENDED (THE "DEVELOPMENT AGREEMENT"). THE OWNER/DEVELOPER SHALL ENTER INTO A LICENSE AGREEMENT WITH THE CITY IN SUBSTANTIALLY THE FORM PROVIDED IN THE DEVELOPMENT AGREEMENT. THE CITY SHALL BE RESPONSIBLE FOR MAINTENANCE OF LOT 1, BLOCK C, PARKLAND UPON THE TERMINATION OF THE LICENSE AGREEMENT OR THE TERMINATION OF THE MAINTENANCE PERIOD PROVIDED IN THE DEVELOPMENT AGREEMENT, WHICHEVER IS LONGER.
17. ACCESS TO NON-RESIDENTIAL LOTS SHALL BE PROVIDED TO THE CITY WHERE MAINTENANCE IS REQUIRED TO BE PERFORMED BY THE CITY IN ACCORDANCE WITH THAT CERTAIN DEVELOPMENT AGREEMENT (MANOR HEIGHTS) DATED EFFECTIVE NOVEMBER 7, 2018.




TYPICAL SETBACK DETAIL
NOT TO SCALE

CITY OF MANOR ACKNOWLEDGMENTS

THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF MANOR CORPORATE CITY LIMITS AS OF THIS DATE. _____ DAY OF _____, ____.

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, ON THIS THE DATE. _____ DAY OF _____, ____.

APPROVED: ATTEST:

_____ _____
LAKESHA SMALL, CHAIRPERSON LLUVIA T. ALMARAZ, CITY SECRETARY

ACCEPTED AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, ON THIS THE DATE. _____ DAY OF _____, ____.

APPROVED: ATTEST:

_____ _____
DR. CHRISTOPHER HARVEY, MAYOR LLUVIA T. ALMARAZ, CITY SECRETARY

COUNTY OF TRAVIS:
STATE OF TEXAS:
KNOW ALL ME BY THESE PRESENTS:

I, DYANA LIMON - MERCADO, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DATE. _____ DAY OF _____, ____, AT _____ O'CLOCK_____, DULY RECORDED ON THE DAY OF _____ DAY OF _____, 20__, AT _____ O'CLOCK _____
IN THE PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER _____, OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS _____ DAY OF _____, ____.

DYANA LIMON - MERCADO, COUNTY CLERK, TRAVIS
COUNTY, TEXAS

BY:_____
DEPUTY

SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
10101 REUNION PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216
PH: (210) 541-9166 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
501 S. AUSTIN AVENUE, SUITE 1310
GEORGETOWN, TEXAS 78626
TBPE FIRM REGISTRATION NO. F-928
PH: (512) 418-1771
CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

OWNER/DEVELOPER:
FORESTAR (USA) REAL ESTATE GROUP, INC.,
A DELAWARE CORPORATION
10700 PECAN PARK BLVD. STE. 150
AUSTIN, TEXAS 78750
CONTACT: JEFF SCOTT

# MANOR HEIGHTS PHASE 4 SECTION B

## 17.304 ACRES

BEING A TRACT OF LAND SITUATED IN THE LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND CONTAINING THE FOLLOWING TRACTS OF LAND:

- A PORTION OF LOT 2, J.F. NAGLE ESTATES SUBDIVISION, AS DESCRIBED IN INSTRUMENTS RECORDED IN DOCUMENT NO. 2019171724 AND CORRECTED IN DOCUMENT NO. 2019176020,
- A PORTION OF LOT 3, J.F. NAGLE ESTATES SUBDIVISION DESCRIBED IN INSTRUMENT RECORDED IN DOCUMENT NO. 2023139245,
- SAID LOTS 2 & 3 OF J.F. NAGLE ESTATES SUBDIVISION RECORDED BY PLAT IN DOCUMENT NO. 199900207,

AND DESCRIBED IN SAID INSTRUMENTS TO FORESTAR (USA) REAL ESTATE GROUP INC., RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

Kimley»Horn
10101 Reunion Place, Suite 400
San Antonio, Texas 78216 FIRM # 10193973
Tel. No. (210) 541-9166
www.kimley-horn.com

| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|---|---|---|---|---|---|
| N/A | DJG | JGM | 01/10/2024 | 069255706 | 3 OF 3 |

DWG NAME: K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255706-MANOR HTS PHASE 4\DWG\PLATS\MANOR HEIGHTS, PHASE 4, SECTION B.DWG PLOTTED BY GONZALEZ, DAVID 1/10/2024 4:09 PM LAST SAVED 1/10/2024 4:06 PM

# EXHIBIT B

## NOTICE OF PUBLIC HEARING TO CONSIDER PROPOSED ASSESSMENTS TO BE LEVIED AGAINST PROPERTY LOCATED IN IMPROVEMENT AREA #4 OF THE MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT

**Date, Time, and Place of the Hearing:** Notice is hereby given that the City Council of the City of Manor, Texas, will hold a public hearing in the Council Chambers at City of Manor – City Hall, 105 E. Eggleston St., Manor, Texas, 78653 on May 1, 2024, at 7:00 p.m., to consider proposed assessments to be levied against the assessable property located in Improvement Area #4 of the Manor Heights Public Improvement District (the "District") pursuant to the provisions of Chapter 372, Texas Local Government Code. The meeting may also be viewed electronically. Please visit www.manortx.gov for more detailed instructions on how to live-stream the meeting.

**General Nature of Public Improvements:** The purposes of the District include the design, acquisition, construction, and improvement of public improvement projects authorized by the Act that are necessary for the development of the Property, which public improvements will generally include: (i) the establishment of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, pavilions, community facilities, parking structures, sidewalks, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein; (ii) landscaping; (iii) acquisition, construction, and improvement of water, wastewater and drainage facilities; (iv) acquisition, construction and improvement of streets, roadways, rights-of-way and related facilities; (v) entry monumentation and features; (vi) signage; (vii) projects similar to those listed in subsections (i) – (vi) above; and (viii) payment of costs associated with constructing and financing the public improvements listed in subparagraphs (i) – (vii) above, including costs of establishing, administering and operating the District (the "Authorized Improvements"). Improvement Area #4 is anticipated to include the acquisition, construction, and/or improvement of roadways, water, wastewater, and drainage improvements, and related facilities, as well as the payment of costs associated with the public improvements described herein (the "Improvement Area #4 Improvements").

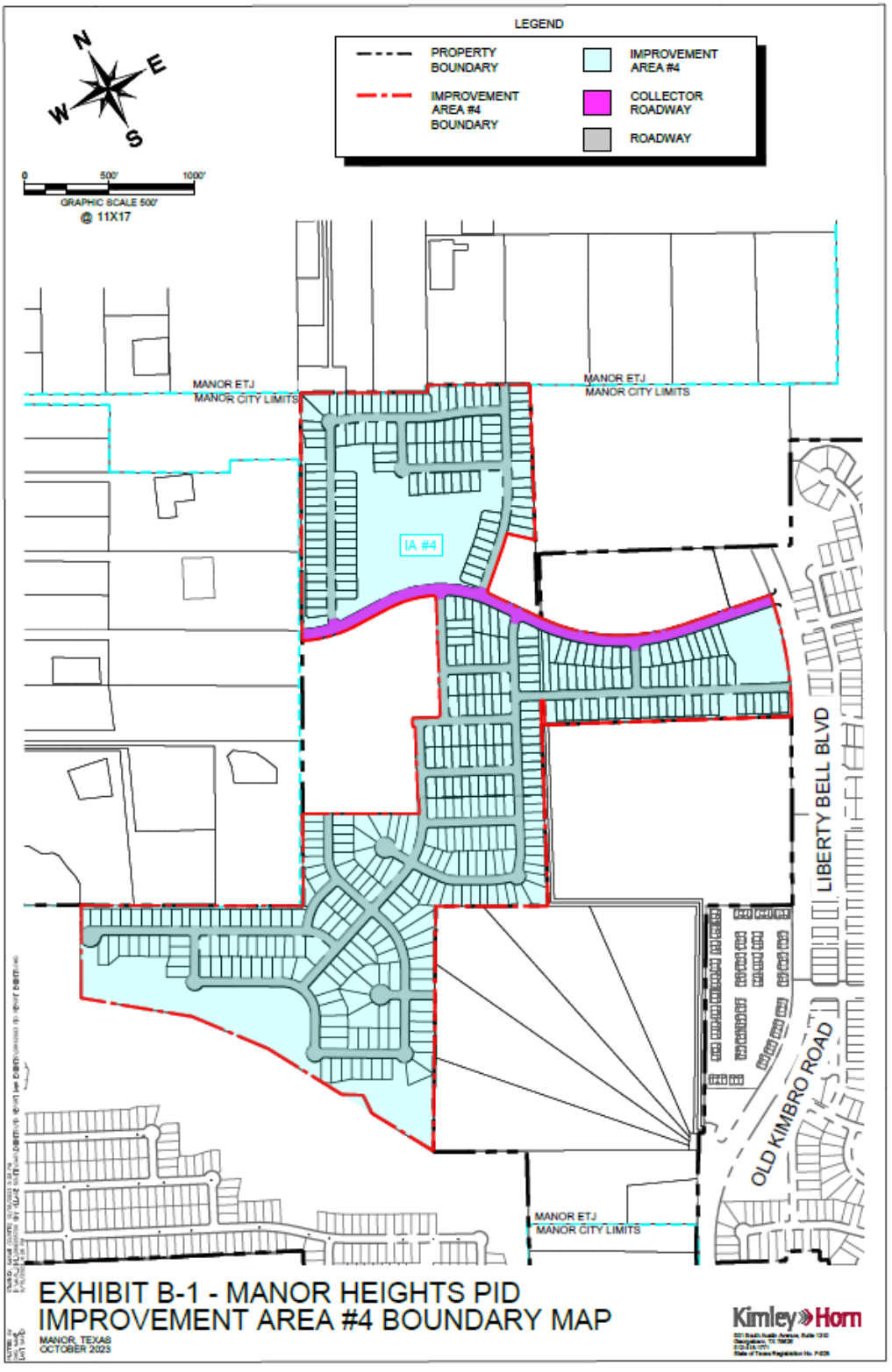
**Estimated Total Cost of Public Improvements:** The total cost of the public improvements to be funded by the District is approximately $30,000,000.00, including issuance and required reserves related to the proposed issuance of bonds to fund the construction of the Authorized Improvements. The total estimated cost of the Improvement Area #4 Improvements is expected to be $15,326,390.00, including issuance and required reserves related to the proposed issuance of bonds, to fund the construction of the Improvement Area #4 Improvements.

**District Boundaries:** The District includes approximately 602.9 acres located along Old Kimbro Road, north of US Highway 290 (the "Property"). Improvement Area #4, comprised of approximately 138.163 acres, is located within the Property as generally depicted on Exhibit A attached hereto.

**Materials:** The field notes, a copy of the proposed service and assessment plan, and assessment roll are available for inspection at Manor City Hall at 105 E. Eggleston St., Manor, Texas 78653.

All written and oral objections will be considered at the hearing.

# Exhibit A


LEGEND
PROPERTY BOUNDARY
IMPROVEMENT AREA #4 BOUNDARY
IMPROVEMENT AREA #4
COLLECTOR ROADWAY
ROADWAY
N
E
W
S
0
500'
1000'
GRAPHIC SCALE 500'
@ 11X17
MANOR ETJ
MANOR CITY LIMITS
MANOR ETJ
MANOR CITY LIMITS
IA #4
LIBERTY BELL BLVD
OLD KIMBRO ROAD
MANOR ETJ
MANOR CITY LIMITS
EXHIBIT B-1 - MANOR HEIGHTS PID
IMPROVEMENT AREA #4 BOUNDARY MAP
MANOR, TEXAS
OCTOBER 2023
Kimley»Horn

AGENDA ITEM NO. 20

# AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 17, 2024
**PREPARED BY:** Scott Dunlop, Director
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a Resolution of the City of Manor, Texas approving the form and authorizing the distribution of a Preliminary Limited Offering Memorandum for the City of Manor, Texas Special Assessment Revenue Bonds, Series 2024 (Manor Heights Public Improvement District Improvement Area #4 Project).

**BACKGROUND/SUMMARY:**

The Council by this action will approve the distribution of a Preliminary Limited Offering Memorandum for the Improvement Area #4 Bonds, which Bonds are anticipated to price and be authorized by the Council at the May 1, 2024, City Council meeting. This is the document that will be used to market the Bonds to potential investors. The Resolution allows for any final changes or supplemental information to the offering document (as approved by a city official) before being printed and distributed.

**LEGAL REVIEW:** Yes, Gregory Miller, Bond Counsel
**FISCAL IMPACT:** No. However, this is an action in preparation for the issuance of $5,070,000 in PID Revenue Bonds, which are not a general obligation of the City.
**PRESENTATION:** Yes, Gregory Miller, Bickerstaff, Heath, Delgado, Acosta LLP
**ATTACHMENTS:** Yes

- Resolution No. 2024-10
- Preliminary Limited Offering Memorandum (PLOM)

**STAFF RECOMMENDATION:**

Staff recommends approval of Resolution No. 2024-10 of the City of Manor, Texas approving authorizing the distribution of a Preliminary Limited Offering Memorandum for the City of Manor, Texas Special Assessment Revenue Bonds, Series 2024 (Manor Heights Public Improvement District Improvement Area #4 Project).

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

**RESOLUTION NO. 2024-10**

**A RESOLUTION APPROVING THE FORM AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY LIMITED OFFERING MEMORANDUM FOR CITY OF MANOR, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024 (MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #4 PROJECT).**

**WHEREAS,** this City Council has adopted a resolution authorizing the creation of Manor Heights Public Improvement District (the "District");

**WHEREAS,** this City Council intends to issue its City of Manor, Texas Special Assessment Revenue Bonds, Series 2024 (Manor Heights Public Improvement District Improvement Area #4 Project), to fund public improvements within Improvement Area #4 of the District (the "Bonds");

**WHEREAS,** there has been presented to this City Council a Preliminary Limited Offering Memorandum for the Bonds (the "Preliminary Limited Offering Memorandum"); and

**WHEREAS,** this City Council finds and determines that it is necessary and in the best interests of the City to approve the form and content of the Preliminary Limited Offering Memorandum and authorize the use of the Preliminary Limited Offering Memorandum in the offering and sale of the Bonds by the Underwriter for the Bonds, FMSbonds, Inc.

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

**Section 1.** The form and content of the Preliminary Limited Offering Memorandum, as attached to this Resolution, is hereby approved, with such changes, addenda, supplements or amendments as may be approved by the City Manager, Finance Director, Financial Advisor, Counsel or Bond Counsel to the City. The City hereby authorizes the Preliminary Limited Offering Memorandum to be used by the Underwriter in connection with the marketing and sale of the Bonds.

**Section 2.** Capitalized terms used herein and not otherwise defined shall have the meanings assigned thereto in the Preliminary Limited Offering Memorandum.

**Section 3.** This Resolution shall be effective immediately upon its adoption.

*[ Signature Page Immediately Follows.]*

**PASSED, APPROVED, AND EFFECTIVE** this 17th day of April 2024.

**THE CITY OF MANOR, TEXAS**

Dr. Christopher Harvey, Mayor
City of Manor, Texas

**ATTEST:**

Lluvia T. Almaraz, City Secretary
City of Manor, Texas

This Preliminary Limited Offering Memorandum and the information contained herein are subject to completion and amendment without notice. Under no circumstances shall this Preliminary Limited Offering Memorandum constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation, or sale would be unlawful prior to registration under the securities laws hereunder.

**PRELIMINARY LIMITED OFFERING MEMORANDUM DATED _____, 2024**

**NEW ISSUE** **NOT RATED**

***THE BONDS ARE INITIALLY OFFERED ONLY TO PERSONS WHO MEET THE DEFINITION OF (1) "ACCREDITED INVESTOR" (AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933), OR (2) "QUALIFIED INSTITUTIONAL BUYER" (WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT OF 1933). SEE "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS".***

*In the opinion of Bickerstaff Heath Delgado Acosta LLP, Bond Counsel, under existing statutes, regulations, rulings, and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Bonds (as hereinafter defined) is excludable from gross income of the holders thereof for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and will not constitute a specific item of tax preference under Section 57 of the Code for purposes of calculating the alternative minimum tax imposed on individuals. Bond Counsel is of the further opinion that in the case of certain corporate holders of the Bonds, all or a portion of the interest on the Bonds may be included in the calculation of the alternative minimum tax imposed on certain corporations as a result of the inclusion of interest on the Bonds in adjusted financial statement income. Bond Counsel expresses no opinion on any other federal tax consequences related to the ownership or disposition of, or the amount, accrual or receipt of interest on, the Bonds. See "TAX MATTERS" herein.*

# $[5,070,000]*
# CITY OF MANOR, TEXAS,
## (a municipal corporation of the State of Texas located in Travis County)
## SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
## (MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #4 PROJECT)

**Dated Date: Delivery Date (defined below)** **Due: September 15, as shown on the inside cover page**
**Interest to Accrue from Delivery Date**

The City of Manor, Texas, Special Assessment Revenue Bonds, Series 2024 (Manor Heights Public Improvement District Improvement Area #4 Project) (the "Bonds"), are being issued by the City of Manor, Texas (the "City"). The Bonds will be issued in fully registered form, without coupons, in authorized denominations of $100,000 of principal amount and any integral multiple of $1,000 in excess thereof, or such smaller amount authorized by the Indenture (as defined below); provided, however, that upon receipt by the Paying Agent/Registrar of written evidence that the Bonds have received an Investment Grade Rating (as defined in the Indenture), authorized denomination shall mean $1,000 or any integral multiple thereof, notwithstanding any subsequent downgrade, suspension or withdrawal of such rating. The Bonds will bear interest at the rates set forth on the inside cover page hereof, and such interest will be calculated on the basis of a 360-day year of twelve 30-day months, and will be payable on each March 15 and September 15, commencing [September], 15, 2024*, until maturity or earlier redemption. The Bonds will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York. No physical delivery of the Bonds will be made to the beneficial owners thereof. For so long as the book-entry only system is maintained, the principal of and interest on the Bonds will be paid from the sources described herein by UMB Bank, N.A., as trustee (the "Trustee"), to Cede & Co. as the registered owner thereof. See "BOOK-ENTRY-ONLY SYSTEM."

The Bonds are being issued by the City pursuant to the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the "PID Act"), an ordinance expected to be adopted by the City Council of the City (the "City Council") on [May 1], 2024, and an Indenture of Trust, dated [May] 1, 2024, (the "Indenture"), expected to be entered into by and between the City and the Trustee. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Indenture.

Proceeds of the Bonds will be used to provide funds for the purposes of (i) paying a portion of the Actual Costs of the Improvement Area #4 Improvements, (ii) paying capitalized interest on the Bonds during and after the period of acquisition and construction of the Authorized Improvements, (iii) funding a reserve account for payment of principal and interest on the Bonds, (iv) paying a portion of the Actual Costs incidental to the organization and administration of the District, and (v) paying costs of issuance of the Bonds. See "THE IMPROVEMENT AREA #4 IMPROVEMENTS" and "APPENDIX B — Form of Indenture."

The Bonds, when issued and delivered, will constitute valid and binding special and limited obligations of the City payable solely from and secured by the Trust Estate, consisting primarily of Assessments levied against assessable properties in Improvement Area #4 of the Manor Heights Public Improvement District (the "District") in accordance with the 2024 Amended and Restated Service and Assessment Plan, all to the extent and upon the conditions described herein. The Bonds are not payable from funds raised or to be raised from taxation. See "SECURITY FOR THE BONDS."

The Bonds are subject to redemption at the times, in the amounts, and at the redemption prices more fully described herein under the subcaption "DESCRIPTION OF THE BONDS — Redemption Provisions."

**The Bonds involve a substantial degree of risk and are not suitable for all investors. See "BONDHOLDERS' RISKS" and "SUITABILITY FOR INVESTMENT." Prospective purchasers should carefully evaluate the risks and merits of an investment in the Bonds, should consult with their legal and financial advisors before considering a purchase of the Bonds, and should be willing to bear the risks of loss of their investment in the Bonds. The Bonds are not credit-enhanced or rated and no application has been made for a rating on the Bonds.**

THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE CITY AND ARE PAYABLE SOLELY FROM THE SOURCES IDENTIFIED IN THE INDENTURE. THE OWNERS OF THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF MONEY RAISED OR TO BE RAISED BY TAXATION, OR OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. NO OWNER OF THE BONDS SHALL HAVE THE RIGHT TO DEMAND ANY EXERCISE OF THE CITY'S TAXING POWER TO PAY THE PRINCIPAL OF THE BONDS OR THE INTEREST OR REDEMPTION PREMIUM, IF ANY, THEREON. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE. SEE "SECURITY FOR THE BONDS."

This cover page contains certain information for quick reference only. It is not a summary of the Bonds. Investors must read this entire Limited Offering Memorandum to obtain information essential to the making of an informed investment decision.

The Bonds are offered for delivery when, as, and if issued by the City and accepted by the Underwriter, subject to, among other things, the approval of the Bonds by the Attorney General of Texas and the receipt of the opinion of Bickerstaff Heath Delgado Acosta LLP, Bond Counsel, as to the validity of the Bonds and the excludability of interest thereon from gross income for federal income tax purposes. See "APPENDIX D — Form of Opinion of Bond Counsel." Certain legal matters will be passed upon for the Underwriter by its counsel, Norton Rose Fulbright US LLP, and for th



* *Preliminary; subject to change.*

Developer by its special counsel, Metcalfe Wolff Stuart & Williams LLP. It is expected that the Bonds will be delivered in book-entry form through the facilities of DTC on or about [_____], 2024 (the "Delivery Date").

**FMSbonds, Inc.**

This Preliminary Limited Offering Memorandum and the information contained herein are subject to completion and amendment without notice. Under no circumstances shall this Preliminary Limited Offering Memorandum constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation, or sale would be unlawful prior to registration under the securities laws hereunder.

**MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, PRICES, YIELDS, AND CUSIP NUMBERS**

CUSIP Prefix: _____ (a)

$[5,070,000]*
CITY OF MANOR, TEXAS,
(a municipal corporation of the State of Texas located in Travis County)
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #4 PROJECT)

$_____ ____% Term Bonds, Due September 15, 20__, Priced to Yield ____%; CUSIP ___ (a) (b) (c)

$_____ ____% Term Bonds, Due September 15, 20__, Priced to Yield ____%; CUSIP ___ (a) (b) (c)

* *Preliminary; subject to change.*

(a) CUSIP numbers are included solely for the convenience of owners of the Bonds. CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services ("CGS"), managed by FactSet Research Systems Inc. on behalf of the American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the service provided by CGS. CUSIP numbers are provided for convenience of reference only. The City, the City's Financial Advisor and the Underwriter do not take any responsibility for the accuracy of such numbers.

(b) The Bonds are subject to redemption, in whole or in part, prior to stated maturity, at the option of the City, on any date on or after September 15, 20__, at the redemption price of 100% of the principal amount plus accrued interest to the date of redemptions as described herein under "DESCRIPTION OF THE BONDS — Redemption Provisions."

(c) The Bonds are also subject to mandatory sinking fund redemption and extraordinary optional redemption as described herein under "DESCRIPTION OF THE BONDS — Redemption Provisions."

**CITY OF MANOR, TEXAS**
**CITY COUNCIL**

| Name | Place | Term Expires (November) |
|---|---|---|
| Dr. Christopher Harvey | Mayor | 2024 |
| Emily Hill | Place 1, Mayor Pro Tem | 2024 |
| Anne Weir | Place 2 | 2026 |
| Maria Amezcua | Place 3 | 2024 |
| Sonia Wallace | Place 4 | 2026 |
| Aaron Moreno | Place 5 | 2024 |
| Deja Hill | Place 6 | 2026 |

**CITY MANAGER**
Scott Moore

**CITY SECRETARY**
Lluvia T. Almaraz

**INTERIM DIRECTOR OF FINANCE**
Tracy Vasquez

**ADMINISTRATOR**
P3Works, LLC

**FINANCIAL ADVISOR TO THE CITY**
SAMCO Capital Markets, Inc.

**BOND COUNSEL**
Bickerstaff Heath Delgado Acosta LLP

**UNDERWRITER'S COUNSEL**
Norton Rose Fulbright US LLP

For additional information regarding the City, please contact:

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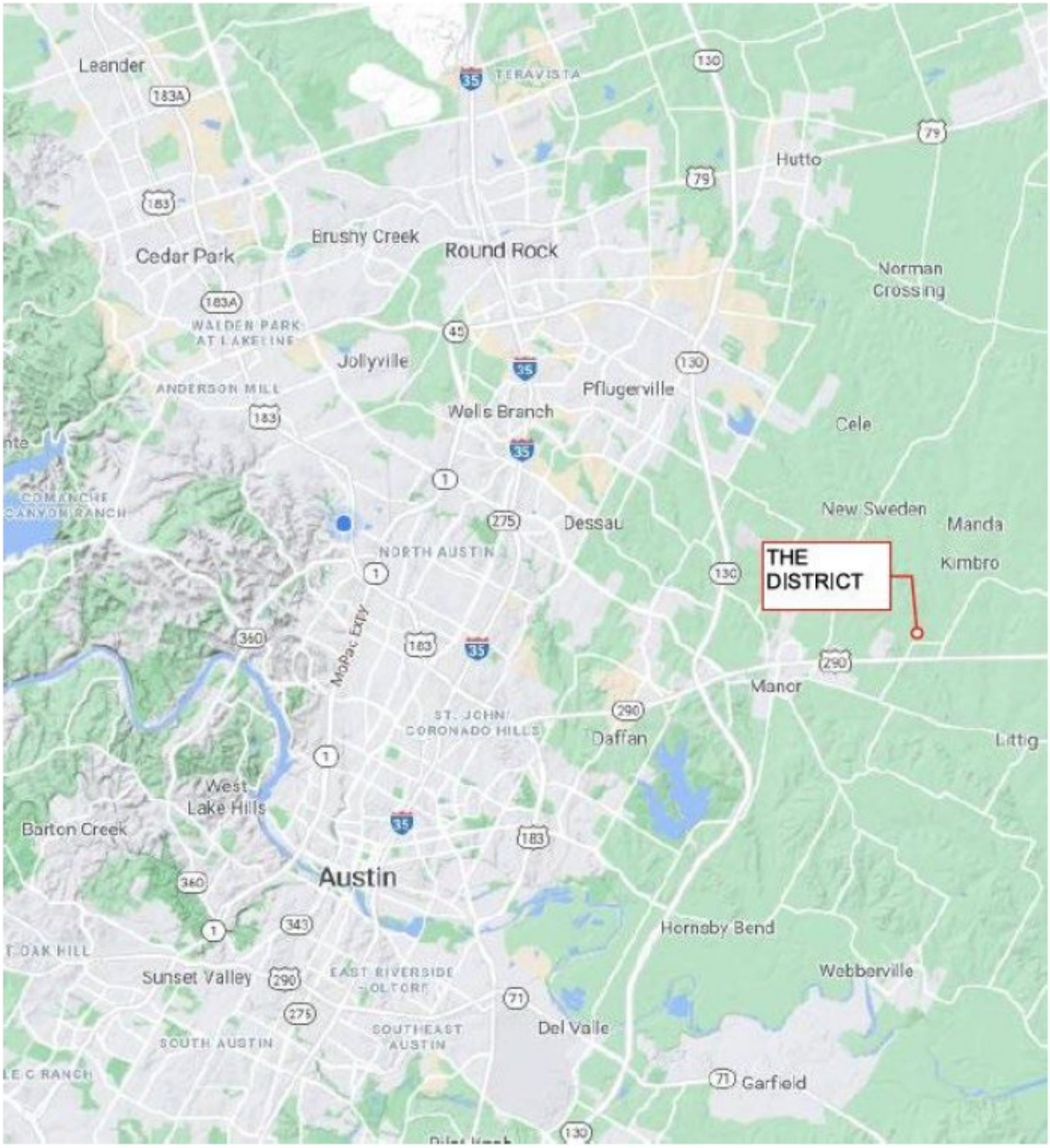
City Manager
City of Manor
105 E. Eggleston Street
Manor, Texas 78653
(512) 272-5555
smoore@manortx.gov

Christina M. Lane
Senior Managing Director, Austin
SAMCO Capital Markets, Inc.
6805 N. Capital of Texas Highway, Suite 350
Austin, Texas 78731
(512) 914-0683
clane@samcocapital.com

**REGIONAL LOCATION MAP OF THE DISTRICT**



**AREA LOCATION MAP OF THE DISTRICT**

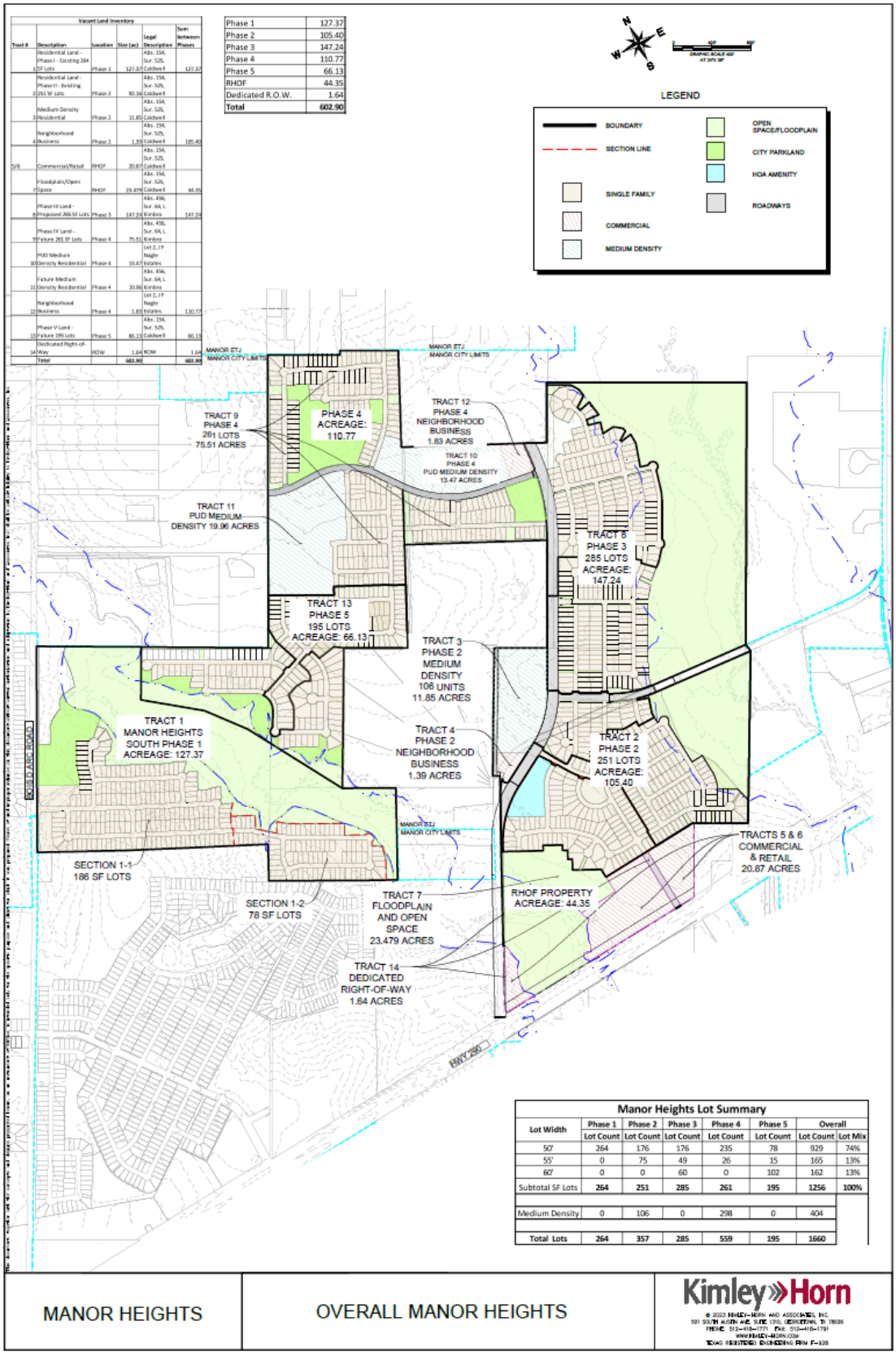



MAP OF TERRITORY WITH DISTRICT LOCATION WITHIN CITY TERRITORY

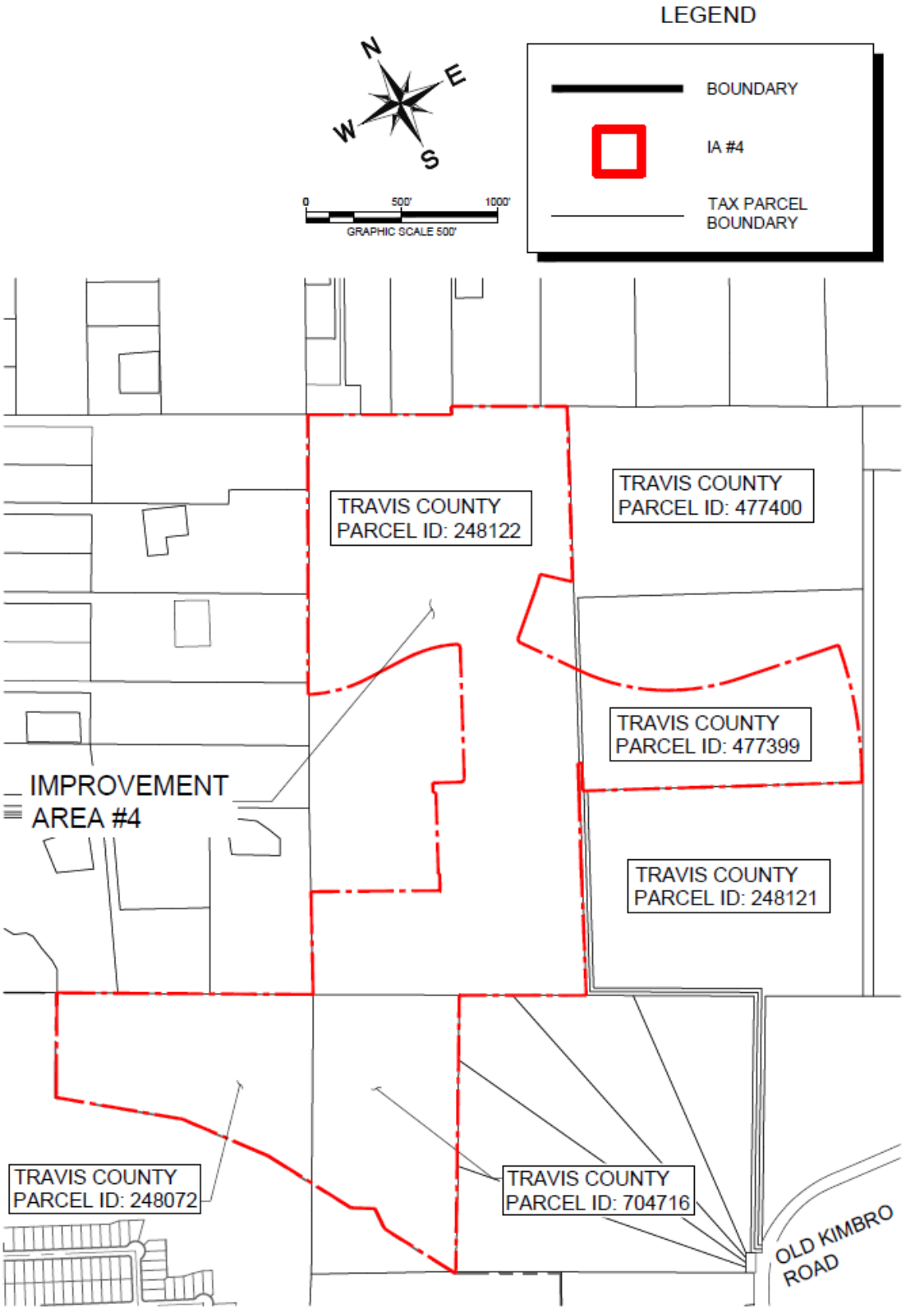
MANOR, TEXAS
MARCH 2021

Kimley»Horn

# MAP SHOWING BOUNDARIES OF THE DISTRICT



**MAP SHOWING IMPROVEMENT AREA #4 OF THE DISTRICT**



*FOR PURPOSES OF COMPLIANCE WITH RULE 15C2-12 OF THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION AS AMENDED AND IN EFFECT ON THE DATE OF THIS PRELIMINARY LIMITED OFFERING MEMORANDUM, THIS DOCUMENT CONSTITUTES AN "OFFICIAL STATEMENT" OF THE CITY WITH RESPECT TO THE BONDS THAT HAS BEEN "DEEMED FINAL" BY THE CITY AS OF ITS DATE EXCEPT FOR THE OMISSION OF NO MORE THAN THE INFORMATION PERMITTED BY RULE 15C2-12.*

NO DEALER, BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED BY THE CITY OR THE UNDERWRITER TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATIONS, OTHER THAN THOSE CONTAINED IN THIS LIMITED OFFERING MEMORANDUM, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY EITHER OF THE FOREGOING. THIS LIMITED OFFERING MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY AND THERE SHALL BE NO OFFER, SOLICITATION OR SALE OF THE BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE.

THE INITIAL PURCHASERS ARE ADVISED THAT THE BONDS BEING OFFERED PURSUANT TO THIS LIMITED OFFERING MEMORANDUM ARE BEING OFFERED AND SOLD ONLY TO "ACCREDITED INVESTORS" AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT OF 1933") AND "QUALIFIED INSTITUTIONAL BUYERS" AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933. SEE "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS" HEREIN. EACH PROSPECTIVE INITIAL PURCHASER IS RESPONSIBLE FOR ASSESSING THE MERITS AND RISKS OF AN INVESTMENT IN THE BONDS, MUST BE ABLE TO BEAR THE ECONOMIC AND FINANCIAL RISK OF SUCH INVESTMENT IN THE BONDS, AND MUST BE ABLE TO AFFORD A COMPLETE LOSS OF SUCH INVESTMENT. CERTAIN RISKS ASSOCIATED WITH THE PURCHASE OF THE BONDS ARE SET FORTH UNDER "BONDHOLDERS' RISKS" HEREIN. EACH INITIAL PURCHASER, BY ACCEPTING THE BONDS, AGREES THAT IT WILL BE DEEMED TO HAVE MADE THE ACKNOWLEDGMENTS AND REPRESENTATIONS DESCRIBED UNDER THE HEADING "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS."

THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS LIMITED OFFERING MEMORANDUM IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE UNITED STATES FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION. THE INFORMATION SET FORTH HEREIN HAS BEEN FURNISHED BY THE CITY AND OBTAINED FROM SOURCES, INCLUDING THE DEVELOPER, WHICH ARE BELIEVED BY THE CITY AND THE UNDERWRITER TO BE RELIABLE, BUT IT IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS, AND IS NOT TO BE CONSTRUED AS A REPRESENTATION OF THE UNDERWRITER. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND NEITHER THE DELIVERY OF THIS LIMITED OFFERING MEMORANDUM, NOR ANY SALE MADE HEREUNDER, SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE CITY OR THE OWNER SINCE THE DATE HEREOF.

NONE OF THE CITY, THE UNDERWRITER OR THE DEVELOPER MAKE ANY REPRESENTATION AS TO THE ACCURACY, COMPLETENESS, OR ADEQUACY OF THE INFORMATION SUPPLIED BY THE DEPOSITORY TRUST COMPANY FOR USE IN THIS LIMITED OFFERING MEMORANDUM.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH LAWS. THE REGISTRATION OR QUALIFICATION OF THE BONDS UNDER THE SECURITIES LAWS OF ANY JURISDICTION IN WHICH THEY MAY HAVE BEEN REGISTERED OR QUALIFIED, IF ANY, SHALL NOT BE REGARDED AS A RECOMMENDATION THEREOF. NONE OF SUCH JURISDICTIONS, OR ANY OF THEIR AGENCIES, HAVE PASSED UPON THE MERITS OF THE BONDS OR THE ACCURACY OR COMPLETENESS OF THIS LIMITED OFFERING MEMORANDUM.

CERTAIN STATEMENTS INCLUDED OR INCORPORATED BY REFERENCE IN THIS LIMITED OFFERING MEMORANDUM CONSTITUTE "FORWARD-LOOKING STATEMENTS" WITHIN THE MEANING OF THE

UNITED STATES PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995, SECTION 21E OF THE UNITED STATES EXCHANGE ACT OF 1934, AS AMENDED, AND SECTION 27A OF THE SECURITIES ACT OF 1933. SUCH STATEMENTS ARE GENERALLY IDENTIFIABLE BY THE TERMINOLOGY USED, SUCH AS "PLAN," "EXPECT," "ESTIMATE," "PROJECT," "ANTICIPATE," "BUDGET" OR OTHER SIMILAR WORDS. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE CITY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ANY OF ITS EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, OTHER THAN AS DESCRIBED UNDER "CONTINUING DISCLOSURE" HEREIN.

THE TRUSTEE HAS NOT PARTICIPATED IN THE PREPARATION OF THIS LIMITED OFFERING MEMORANDUM AND ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED IN THIS LIMITED OFFERING MEMORANDUM OR THE RELATED TRANSACTIONS AND DOCUMENTS OR FOR ANY FAILURE BY ANY PARTY TO DISCLOSE EVENTS THAT MAY HAVE OCCURRED AND MAY AFFECT THE SIGNIFICANCE OR ACCURACY OF SUCH INFORMATION.

NEITHER THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THE BONDS OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

REFERENCES TO WEBSITE ADDRESSES PRESENTED HEREIN ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY BE IN THE FORM OF A HYPERLINK SOLELY FOR THE READER'S CONVENIENCE. UNLESS SPECIFIED OTHERWISE, SUCH WEBSITES AND THE INFORMATION OR LINKS CONTAINED THEREIN ARE NOT INCORPORATED INTO, AND ARE NOT PART OF, THIS LIMITED OFFERING MEMORANDUM FOR PURPOSES OF, AND AS THAT TERM IS DEFINED IN, RULE 15C2-12.

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**PRELIMINARY LIMITED OFFERING MEMORANDUM**

**$[5,070,000]***
**CITY OF MANOR, TEXAS,**
**(a municipal corporation of the State of Texas located in Travis County)**
**SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024**
**(MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #4 PROJECT)**

## INTRODUCTION

The purpose of this Limited Offering Memorandum, including the cover page, inside cover page and appendices hereto, is to provide certain information in connection with the issuance and sale by the City of Manor, Texas (the "City"), of its $[5,070,000]* aggregate principal amount of Special Assessment Revenue Bonds, Series 2024 (Manor Heights Public Improvement District Improvement Area #4 Project) (the "Bonds").

INITIAL PURCHASERS ARE ADVISED THAT THE BONDS BEING OFFERED PURSUANT TO THIS LIMITED OFFERING MEMORANDUM ARE BEING OFFERED INITIALLY TO AND ARE BEING SOLD ONLY TO "ACCREDITED INVESTORS" AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT OF 1933") AND "QUALIFIED INSTITUTIONAL BUYERS" AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933. PROSPECTIVE INVESTORS SHOULD BE AWARE OF CERTAIN RISK FACTORS, ANY OF WHICH, IF MATERIALIZED TO A SUFFICIENT DEGREE, COULD DELAY OR PREVENT PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND/OR INTEREST ON THE BONDS. THE BONDS ARE NOT A SUITABLE INVESTMENT FOR ALL INVESTORS. SEE "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS," "BONDHOLDERS' RISKS," AND "SUITABILITY FOR INVESTMENT."

The Bonds are being issued by the City pursuant to the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the "PID Act"), an ordinance expected to be adopted by the City Council of the City (the "City Council") on [May 1], 2024 (the "Bond Ordinance"), and an Indenture of Trust, dated [May l], 2024, (the "Indenture"), expected to be entered into by and between the City and UMB Bank, N.A., as trustee (the "Trustee"). The Bonds will be secured by a line and pledge of the Trust Estate (as defined in the Indenture) consisting primarily of revenue from special assessments (the "Assessments") levied against assessable property located within Improvement Area #4 (the "Assessed Property") of the Manor Heights Public Improvement District (the "District") pursuant to a separate ordinance expected to be adopted by the City Council on [May 1], 2024 (the "Assessment Ordinance").

Reference is made to the Indenture for a full statement of the authority for, and the terms and provisions of, the Bonds. All capitalized terms used in this Limited Offering Memorandum, except as otherwise noted in "ASSESSMENT PROCEDURES," that are not otherwise defined herein shall have the meanings set forth in the Indenture. See "APPENDIX B — Form of Indenture."

Set forth herein are brief descriptions of the City, the District, the Developer (as defined herein), the Administrator (as defined herein), the Creation Resolution (as defined herein), the Assessment Ordinance, the TIRZ Ordinance (as defined herein), the Bond Ordinance, the 2024 Amended and Restated Service and Assessment Plan (as defined herein), the Development Agreement (as defined herein), the Financing and Reimbursement Agreement (as defined herein), the Improvement Area #4 Reimbursement Agreement (as defined herein), and the TIRZ Project and Finance Plan (as defined herein), together with summaries of terms of the Bonds and the Indenture and certain provisions of the PID Act. All references herein to such documents and the PID Act are qualified in their entirety by reference to such documents or such PID Act and all references to the Bonds are qualified by reference to the definitive forms thereof and the information with respect thereto contained in the Indenture. Copies of these documents may be obtained during the period of the offering of the Bonds from the Underwriter, FMSbonds, Inc., 5 Cowboys Way, Suite 300-25, Frisco, Texas 75034, telephone number (214) 418-1588. The form of the Indenture appears in APPENDIX B and the form of 2024 Amended and Restated Service and Assessment Plan appears as APPENDIX C. The information provided under this caption "INTRODUCTION" is intended to provide a brief overview of the information provided

* *Preliminary; subject to change.*

in the other captions herein and is not intended, and should not be considered, fully representative or complete as to the subjects discussed hereunder.

## PLAN OF FINANCE

### Development Plan

The District consists of approximately 602.9 acres making up the master planned community known as "Carillon" (the "Development"). By deed dated, October 31, 2019, Forestar (USA) Real Estate Group, Inc., a Delaware corporation ("Forestar" and/or the "Developer") acquired a majority portion of the property (the "Forestar Parcels") from Sky Village Kimbro Estates, LLC, a Texas limited liability company ("Sky Village Kimbro") and RHOF, LLC, a Texas limited liability company ("RHOF") and was assigned to develop all of the residential property in the District. RHOF retained a minority portion of the property and will develop a portion of the commercial property located on Highway 290 (the "RHOF Commercial Parcels"), within the District. Sky Village Kimbro no longer owns any of the land within the District. The Forestar Parcels also include neighborhood commercial property within the District, which the Developer intends to sell to a third-party commercial developer (the "Forestar Commercial Parcels"). The Developer is a wholly owned subsidiary of Forestar Group Inc., a Delaware corporation ("Forestar Group"), a publicly traded residential lot development company. Forestar Group is a majority-owned subsidiary of D.R. Horton, Inc., a Delaware corporation ("D.R. Horton"). See "THE DEVELOPMENT — Overview" and "THE DEVELOPER — History and Financing of the District."

The Developer plans to develop the District in five phases. The Developer has completed the construction of certain public improvements benefiting the first phase ("Improvement Area #1"), the second phase ("Improvement Area #2"), the third phase ("Improvement Area #3") and certain public improvements in the fourth phase ("Improvement Area #4) and in the remaining phase. The "Major Improvement Area" consists of Improvement Area #3, Improvement Area #4 and the remaining phase. The public improvements benefiting Improvement Area #1 consisted of public improvements benefiting only Improvement Area #1 (the "Improvement Area #1 Improvements") and Improvement Area #l's allocable share of certain public improvements benefiting the entire District (the "Major Improvements"). The public improvements benefiting Improvement Area #2 consist of public improvements benefiting only Improvement Area #2 (the "Improvement Area #2 Improvements") and Improvement #2's allocable share of the Major Improvements. The public improvements benefiting Improvement Area #3 consist of public improvements benefiting only Improvement Area #3 (the "Improvement Area #3 Improvements"). The public improvements benefiting Improvement Area #4 consist of public improvements benefiting only Improvement Area #4 (the "Improvement Area #4 Improvements").

Improvement Area #4 is approximately 138.163 acres and is expected to include 456 single-family residential lots, consisting of 313 single-family homes on 50' lots, 41 single-family homes on 55' lots, and 102 single-family homes on 60' lots. The Developer began development of Improvement Area #4 in the second quarter of 2022, and as of March 6, 2024, the Developer has completed 261 single-family lots in Improvement Area #4. As of March 6, 2024, the Developer has spent $14,047,569 towards the construction costs of the Improvement Area #4 Improvements. See "PLAN OF FINANCE — Home Development within the District" and "THE DEVELOPMENT."

Following the development of Improvement Area #4, the Developer anticipates that it will follow with the construction of certain public improvements benefitting the future improvement areas (each a "Future Improvement Area") within the District (the "Future Improvement Area Improvements" and, together with the Major Improvements, the Improvement Area #1 Improvements, the Improvement Area #2 Improvements, the Improvement Area #3 Improvements and the Improvement Area #4 Improvements, the "Authorized Improvements") over a period of approximately three years. See "THE DEVELOPMENT - Development Plan." The boundaries of the District and the concept plan for the District are shown in the "MAP SHOWING BOUNDARIES OF THE DISTRICT" and "MAP SHOWING IMPROVEMENT AREA #4 OF THE DISTRICT" on pages v and vi.

The Developer estimates the costs of the Improvement Area #4 Improvements to be approximately $13,905,883 and the estimated costs of the Future Improvement Area Improvements to be determined as development progresses. The foregoing costs do not include District Formation Expenses and Bond Issuance Costs (as defined in the 2024 Amended and Restated Service and Assessment Plan).

**The Development Agreement**

The City, Sky Village Kimbro and RHOF entered into the Development Agreement (Manor Heights) effective November 7, 2018, as amended by the First Amendment to Development Agreement effective November 6, 2019 and the Second Amendment to the Development Agreement effective October 21, 2020. After Forestar acquired the residential parcels, Sky Village Kimbro and RHOF assigned all of their rights under the Development Agreement (save and except the RHOF Commercial Parcels) to Forestar on October 31, 2019. Thereafter, the City and Forestar entered into the Third Amendment to the Development Agreement (Manor Heights) effective June 15, 2022, and the Fourth Amendment to Development Agreement (Manor Heights) on October 2, 2023 (the Development Agreement (Manor Heights), as amended, is herein referred to as the "Development Agreement"). In addition to expressing the City's intent to reimburse the Developer for the cost of constructing the Authorized Improvements and establishing the development standards for the property, the Development Agreement established a maximum equivalent tax rate for each lot classification identified in the 2024 Amended and Restated Service and Assessment Plan equal to $0.33 per $100 of estimated buildout value. See "THE DEVELOPMENT — Development Agreement."

*Wastewater Treatment Plant*. The Major Improvements include the cost of "Phase 1" of a two-phase 400,000 gallons per day wastewater treatment plant (the "Wastewater Treatment Plant"). Pursuant to the Development Agreement, the City agreed to construct, and the Developer agreed to finance and pay for the costs of, the Wastewater Treatment Plant. A portion of the proceeds of the City's Special Assessment Revenue Bonds, Series 2021 (Manor Heights Public Improvement District Area #1-2 Project) (the "Improvement Area #1-2 Bonds") and the City's Special Assessment Revenue Bonds, Series 2021 (Manor Heights Public Improvement District Major Improvement Area Project) (the "Series 2021 MIA Bonds") were to be used to reimburse the Developer for the costs of Phase 1 of the Wastewater Treatment Plant. Phase 1 of the Wastewater Treatment Plant was completed in December of 2021. Pursuant to the Development Agreement, the City will commence construction on "Phase 2" of the Wastewater Treatment Plant once Phase 1 reaches sixty-five percent (65%) capacity. See "THE DEVELOPMENT — Development Plan - Wastewater Treatment Plant" and "THE DEVELOPER — History and Financing of the District."

*MAD4 Roadway*. The Major Improvements include the costs of the major arterial roadway commencing at the current termination of Old Kimbro Road and terminating at the northern boundary line of the District (the "MAD4 Roadway"). The Developer commenced construction of the initial segment of the MAD4 Roadway in January of 2021, and the initial phase was completed and accepted by the City in August of 2021. As development of the District progresses, the Developer will complete the MAD4 Roadway in additional phases. of See "THE DEVELOPMENT — Development Agreement" and "THE DEVELOPER — History and Financing of the District."

**The Financing and Reimbursement Agreement**

On April 21, 2021, the City and the Developer entered into that certain Manor Heights Public Improvement District Financing and Reimbursement Agreement (the "Financing and Reimbursement Agreement"), which provides, in part, for the issuance and sale of PID Bonds (as defined in the Financing and Reimbursement Agreement), including the Bonds, and the reimbursement of the Developer from the proceeds thereof for funds advanced by the Developer to pay the Actual Costs of Authorized Improvements within the District, and other matters related thereto. RHOF and Continental Homes of Texas, L.P., a Texas limited partnership ("Continental Homes") as Landowners (as defined in the Financing and Reimbursement Agreement) consented to the Financing and Reimbursement Agreement. See "THE DEVELOPMENT — The Financing and Reimbursement Agreement" and "APPENDIX F — Financing and Reimbursement Agreement."

**The Improvement Area #4 Reimbursement Agreement**

In furtherance of the City's intent to reimburse the Developer for the Actual Costs of the Improvement Area #4 Improvements, the City and the Developer entered into the Manor Heights Public Improvement District Reimbursement Agreement (Improvement Area #4), effective as of October 18, 2023 (the "IA #4 Reimbursement Agreement"). The City's obligations under the IA #4 Reimbursement Agreement are payable solely from the Assessments levied on Improvement Area #4 Assessed Property. The Bonds are being issued, among other things, to satisfy the City's obligations under the IA #4 Reimbursement Agreement to reimburse the Developer for the Actual Costs of the Improvement Area #4 Improvements already constructed and to finance the remainder of the Actual Costs of the Improvement Area #4 Improvements. See "THE DEVELOPMENT — The Improvement Area #4 Reimbursement Agreement" and "APPENDIX G — Improvement Area #4 Reimbursement Agreement."

**TIRZ Project and Finance Plan**

In return for the Developer's commitment to build homes with an average sales price of $287,000 for single-family homes and an average sales price of $200,000 for condominiums, the City created the Tax Increment Reinvestment Zone No. 1, City of Manor, Texas (the "TIRZ") through Ordinance No. 536 approved by the City Council on December 5, 2018 (the "TIRZ Ordinance") to fund the costs of certain public improvements benefiting the property in the TIRZ, including certain offsite water and wastewater improvements, the MAD4 Roadway (that portion not funded through the District), the Wastewater Treatment Plant (Phase 2) and enhanced landscaping (the "TIRZ Improvements"). The TIRZ was created over the same property located within the District. The City has agreed to deposit into the TIRZ fund for each year of the duration of the TIRZ an amount equal to thirty and one-half percent (30.5%) per $100 of the captured appraised value levied and collected in the TIRZ.

Under the Tax Increment Reinvestment Zone No. 1 City of Manor, Texas Project and Finance Plan ("TIRZ Project and Finance Plan"), as approved by City Council in Ordinance No. 558 on November 6, 2019, the Developer is entitled to receive tax increment revenues from the TIRZ ("TIRZ Revenues") on April 15 of each year until the earlier of (i) 25 years beginning on the second April 15th following the creation of the TIRZ, (ii) the Maximum Contribution ($19,168,820) has been paid to the Developer, or (iii) the Developer has been paid an amount equal to the cost of the TIRZ Improvements including seven percent (7.0%) simple interest accrued on unreimbursed amounts for the cost of the TIRZ Improvements. Certain milestones for average home and condominium sales prices must be met in order for the Developer to be eligible to receive TIRZ Revenues. See "THE DEVELOPMENT — TIRZ Project and Finance Plan."

**Home Development within the District**

The Development is planned to include the following residential product types: 50' lots, 55' lots, 60' lots, and medium density condominiums that are expected to be built in 3-unit and 4-unit structures.

Development in the District began with the concurrent development of the internal infrastructure to serve Improvement Area #1 beginning in January 2020 and Improvement Area #2 beginning in August 2020. Development of the Major Improvements commenced in January of 2021. Improvement Area #1 included 264 50' single-family lots and construction was completed in March 2021. Improvement Area #2 included 176 50' single-family lots and 75 55' single-family lots and construction was completed in February 2022. The City issued its Improvement Area #1-2 Bonds, in the aggregate principal amount of $7,305,000, to finance a portion of the actual costs of the Improvement Area #1 Improvements and the Improvement Area #2 Improvements (collectively, the "Improvement Area #1-2 Projects"). As of March 1, 2024, the outstanding principal amount of the Improvement Area #1-2 Bonds is $7,000,000.

Development of Improvement Area #3 began in June 2021. Improvement Area #3 includes approximately 285 single-family lots, and approximately 106 medium-density condominium units. Construction of Improvement Area #3 single family lots was completed in April 2023. The Developer executed a land purchase and sales contract for the sale of land that comprises the medium density condominium lots. The purchase of all 106 condominium lots has been completed to the purchaser, and the purchaser has engaged the Developer to complete the development of such condominium lots pursuant to a guaranteed maximum price contract. The City issued its "City of Manor, Texas, Special Assessment Revenue Bonds, Series 2023 (Manor Heights Public Improvement District Improvement Area #3 Project)" in the aggregate principal amount of $4,280,000 (the "Improvement Area #3 Bonds"), to finance a portion of the actual costs of the Improvement Area #3 Improvements. As of March 1, 2024, the outstanding principal amount of the Improvement Area #3 Bonds is $4,245,000.

The Developer anticipates that Improvement Area #4 will include approximately 456 single-family lots. The Developer has executed a lot purchase and sale contract (the "Continental Lot Purchase Contract") effective February 1, 2024, with Continental Homes for the sale of 140 single-family lots within Improvement Area #4. Continental Homes is a wholly-owned subsidiary of D.R. Horton. Continental Homes has completed the purchase of 30 of the lots subject to the Continental Lot Purchase Contract The Developer has executed a lot purchase and sale contract (the "Brightland Lot Purchase Contract", and together with the Continental Lot Purchase Contract, the "Lot Purchase Contracts") effective March 18, 2024, with Brightland Homes, Ltd., a Texas limited partnership ("Braightland Homes") for the sale of 119 single-family lots within Improvement Area #4. Brightland Homes has completed the purchase of 20 of the lots subject to the Brightland Lot Purchase Contract. See "THE DEVELOPMENT — Status of Lot Purchase Contracts."

**The Bonds**

Proceeds of the Bonds will be used to provide funds for (i) paying a portion of the Actual Costs of the Improvement Area #4 Improvements, (ii) paying capitalized interest on the Bonds during and after the period of acquisition and construction of the Authorized Improvements, (iii) funding a reserve account for payment of principal and interest on the Bonds, (iv) paying a portion of the cost incidental to the organization and administration of the District, and (v) paying costs of issuance of the Bonds. See "THE IMPROVEMENT AREA #4 IMPROVEMENTS" and "APPENDIX B — Form of Indenture." Payment of the Bonds, bonds refunding all or a portion of the Bonds ("Refunding Bonds") and any bonds issued in exchange or replacement thereof as permitted by the Indenture (the "Bonds") is secured by a pledge of and a lien upon the Trust Estate, consisting primarily of the Assessments and all to the extent and upon the conditions described herein and in the Indenture. See "SECURITY FOR THE BONDS," "ASSESSMENT PROCEDURES" and "APPENDIX B — Form of Indenture."

**The Bonds shall never constitute an indebtedness or general obligation of the City, the State of Texas (the "State") or any other political subdivision of the State, within the meaning of any constitutional provision or statutory limitation whatsoever, but the Bonds are limited and special obligations of the City payable solely from the Trust Estate as provided in the Indenture. Neither the faith and credit nor the taxing power of the City, the State or any other political subdivision of the State is pledged to the payment of the Bonds.**

As required by the indenture pursuant to which the Series 2021 MIA Bonds were issued, the following requirements will be satisfied in order to issue the Bonds:

1. The Trustee shall receive a certificate from the City Representative certifying that the City is not in default in the performance and observance of any of the terms, provisions, and conditions applicable to the City contained in any indenture of trust authorizing the issuance of PID Bonds for the District;

2. The Trustee and the City shall receive a certificate from the Developer, through an authorized representative, certifying that the Developer is not in default beyond any applicable notice and cure period in the performance and observance of any of the terms, provisions and conditions applicable to the Developer contained in the Financing Agreement, the Development Agreement, the Improvement Area #4 Reimbursement Agreement, or any continuing disclosure agreement entered into by Landowner and/or Developer relating to the PID Bonds, unless any defaults under the foregoing agreements (except for defaults under any continuing disclosure agreements entered into by Developer which defaults shall be cured) are disclosed in a certificate from the Developer to the City and the City Council elects to proceed with the issuance of the Bonds regardless of the existence of such default or defaults;

3. The Trustee and the City shall receive a certificate from the Administrator certifying that there is no default by the Developer or any owner of more than five percent (5%) of the assessed parcels in Improvement Area #4 for failure to pay special assessments or ad valorem taxes on assessed parcels in Improvement Area #4 owed by the Developer or such owner prior to the delinquency date thereof;

4. The Trustee and the City shall receive a certificate from the Developer certifying that the Authorized Improvements to be funded with the proceeds of the Bonds to be issued are at least fifty percent (50%) completed;

5. The Trustee and the City shall receive a certificate from the Developer certifying that at least fifty percent (50%) of the assessed parcels in Improvement Area #4, for which the Bonds will be issued, are under contract with merchant builder(s) or real estate developer(s) for sale to end users;

6. With respect to the Bonds to be issued for Improvement Area #4 developed after Improvement Area #1, Improvement Area #2 and Improvement Area #3, the Trustee and the City shall receive a certificate from the Developer certifying that a certificate of occupancy for completed homes has been issued for at least fifty percent (50%) of the lots or residential units, as applicable, in the preceding neighborhood improvement area; and

7. The Value to Lien Ratio of each individual assessed parcel in Improvement Area #4 for which the Bonds will be issued, based on an Independent Appraisal, shall not be less than 3.0:1.

**Additional Obligations**

The City expects to issue one or more series of bonds in phases (collectively, the "Future Improvement Area Bonds") to finance the cost of internal infrastructure within each of the Future Improvement Areas as development proceeds. The estimated costs of the internal infrastructure benefiting Future Improvement Areas of the District will be determined as Future Improvement Areas of the District are developed. The Service and Assessment Plan will be updated to identify the improvements authorized by the PID Act, including those improvements listed in the Service and Assessment Plan to be constructed within Future Improvement Areas of the District to be financed by each new series of Future Improvement Area Bonds. Such Future Improvement Area Bonds will be secured by separate special assessments levied pursuant to the PID Act on assessable property within the applicable Future Improvement Areas of the District. It is not anticipated that any Future Improvement Area Bonds will be issued with respect to Improvement Area #4. See "SECURITY FOR THE BONDS — Additional Obligations and Other Liens; Refunding Bonds."

**Only the Bonds are offered pursuant to this Limited Offering Memorandum. The Bonds and any Future Improvement Area Bonds issued by the City are separate and distinct issues of securities secured by separate assessments. Any Future Improvement Area Bonds to be issued by the City are not offered pursuant to this Limited Offering Memorandum. Investors interested in purchasing any of these other City obligations should refer to the offering documents related thereto, when and if available.**

## LIMITATIONS APPLICABLE TO INITIAL PURCHASERS

Each initial purchaser is advised that the Bonds being offered pursuant to this Limited Offering Memorandum are being offered and sold only to "accredited investors" as defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933 and "qualified institutional buyers" as defined in Rule 144A promulgated under the Securities Act of 1933. Each initial purchaser of the Bonds (each, an "Investor") will be deemed to have acknowledged, represented and warranted to the City as follows:

1. The Investor has authority and is duly authorized to purchase the Bonds and to execute any instruments and documents required to be executed by the Investor in connection with the purchase of the Bonds.

2. The Investor is an "accredited investor" under Rule 501 of Regulation D of the Securities Act of 1933 or a "qualified institutional buyer" under Rule 144A of the Securities Act of 1933, and therefore, has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the investment represented by the Bonds.

3. The Bonds are being acquired by the Investor for investment and not with a view to, or for resale in connection with, any distribution of the Bonds, and the Investor intends to hold the Bonds solely for its own account for investment purposes and for an indefinite period of time, and does not intend at this time to dispose of all or any part of the Bonds. However, the investor may sell the Bonds at any time the Investor deems appropriate. The Investor understands that it may need to bear the risks of this investment for an indefinite time, since any sale prior to maturity may not be possible.

4. The Investor understands that the Bonds are not registered under the Securities Act of 1933 and that such registration is not legally required as of the date hereof; and further understands that the Bonds (a) are not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (b) will not be listed in any stock or other securities exchange, and (c) will not carry a rating from any rating service.

5. The Investor acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, and the Investor has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the City, the Improvement Area #4 Improvements, the Bonds, the security therefor, and such other information as the Investor has deemed necessary or desirable in connection with its decision to purchase the Bonds (collectively, the "Investor Information"). The Investor has received a copy of this Limited Offering Memorandum relating to the Bonds. The Investor acknowledges that it has assumed responsibility for its review of the Investor Information and it has not relied upon any advice, counsel, representation or information from the City in connection with the Investor's purchase of the Bonds. The Investor agrees that none of the City, its councilmembers, officers, or employees shall have any liability to the Investor whatsoever for or in

connection with the Investor's decision to purchase the Bonds except for gross negligence, fraud or willful misconduct. For the avoidance of doubt, it is acknowledged that the Underwriter is not deemed an officer or employee of the City.

6. The Investor acknowledges that the obligations of the City under the Indenture are special, limited obligations payable solely from amounts paid to the City pursuant to the terms of the Indenture and the City shall not be directly or indirectly or contingently or morally obligated to use any other moneys or assets of the City for amounts due under the Indenture. The Investor understands that the Bonds are not secured by any pledge of any moneys received or to be received from taxation by the City, the State or any political subdivision or taxing district thereof; that the Bonds will never represent or constitute a general obligation or a pledge of the faith and credit of the City, the State or any political subdivision thereof; that no right will exist to have taxes levied by the State or any political subdivision thereof for the payment of principal and interest on the Bonds; and that the liability of the City and the State with respect to the Bonds is subject to further limitations as set forth in the Bonds and the Indenture.

7. The Investor has made its own inquiry and analysis with respect to the Bonds and the security therefor. The Investor is aware that the development of the District involves certain economic and regulatory variables and risks that could adversely affect the security for the Bonds.

8. The Investor acknowledges that the sale of the Bonds to the Investor is made in reliance upon the certifications, representations and warranties described in items 1-7 above.

## DESCRIPTION OF THE BONDS

### General Description

The Bonds will mature on the dates and in the amounts set forth on the inside cover page of this Limited Offering Memorandum. Interest on the Bonds will accrue from their date of delivery to the Underwriter (the "Delivery Date"), will be computed on the basis of a 360-day year of twelve 30-day months, and will be payable on each March 15 and September 15, commencing [September] 15, 2024* (each, an "Interest Payment Date"), until maturity or prior redemption. UMB Bank, N.A., Austin, Texas is the initial Trustee, Paying Agent and Registrar for the Bonds.

The Bonds will be issued in fully registered form, without coupons, in authorized denominations of $100,000 of principal and any integral multiple of $1,000 in excess thereof, or such smaller amount authorized by the Indenture; provided, however, that upon receipt by the Paying Agent/Registrar of written evidence that the Bonds have received an Investment Grade Rating, Authorized Denomination shall mean $1,000 or any integral multiple thereof, notwithstanding any subsequent downgrade, suspension or withdrawal of such rating (the "Authorized Denominations"). Upon initial issuance, the ownership of the Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"), and purchases of beneficial interests in the Bonds will be made in book-entry only form. See "BOOK-ENTRY-ONLY SYSTEM" and "SUITABILITY FOR INVESTMENT."

### Redemption Provisions

*Optional Redemption*. The City reserves the right and option to redeem the Bonds before their scheduled maturity dates, in whole or in part, in amounts equal to Authorized Denominations, on or after September 15, 20__, such redemption date or dates to be fixed by the City, at the Redemption Price.

*Extraordinary Optional Redemption*. The City reserves the right and option to redeem the Bonds before their respective scheduled maturity dates, in whole or in part, on any day of any month, at the Redemption Price from amounts on deposit in the Redemption Fund as a result of Prepayments (including related transfers to the Redemption Fund as provided in the Indenture), or as a result of unexpended amounts transferred from the IA#4 Improvements Account of the Project Fund as provided in the Indenture. The City shall notify the Trustee in writing at least forty-five (45) days before the scheduled extraordinary optional redemption date fixed by the City, or such other time period as the Trustee and the City shall mutually agree. Notwithstanding the foregoing, the Trustee will not be required to make an extraordinary optional redemption pursuant to the Indenture unless it has at least $1,000 available in the Redemption Fund with which to redeem the Bonds. In lieu of redeeming the Bonds with the funds described in the Indenture, the City may purchase the Bonds in the open market of the maturity to be redeemed at the price not in excess

* *Preliminary; subject to change.*

of that provided in the Indenture. See "ASSESSMENT PROCEDURES — Prepayment of Assessments" for the definition and description of Prepayments.

*Mandatory Sinking Fund Redemption*. The Bonds are subject to mandatory sinking fund redemption prior to Stated Maturity and will be redeemed by the City in part at the Redemption Price from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to the Indenture, on the dates and in the respective Sinking Fund Installments as set forth in the following schedule:

**Term Bonds Maturing September 15, 20__**

| Redemption Date | Sinking Fund Installment |
|---|---|
| September 15, 20__ | $ |
| September 15, 20__ | |
| September 15, 20__ | |
| September 15, 20__* | |

* Stated Maturity

**Term Bonds Maturing September 15, 20__**

| Redemption Date | Sinking Fund Installment |
|---|---|
| September 15, 20__ | $ |
| September 15, 20__ | |
| September 15, 20__ | |
| September 15, 20__* | |

* Stated Maturity

**Term Bonds Maturing September 15, 20__**

| Redemption Date | Sinking Fund Installment |
|---|---|
| September 15, 20__ | $ |
| September 15, 20__ | |
| September 15, 20__ | |
| September 15, 20__* | |

* Stated Maturity

**Term Bonds Maturing September 15, 20__**

| Redemption Date | Sinking Fund Installment |
|---|---|
| September 15, 20__ | $ |
| September 15, 20__ | |
| September 15, 20__ | |
| September 15, 20__* | |

* Stated Maturity

At least forty-five (45) days prior to each scheduled mandatory redemption date, and subject to any prior reduction authorized by the Indenture, the Trustee shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Bonds equal to the aggregate principal amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption.

The principal amount of Bonds of a Stated Maturity required to be redeemed on any mandatory sinking fund redemption date shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least 45 days prior to the mandatory sinking fund redemption date, shall have been acquired by the City at a

price not exceeding the principal amount of such Bonds plus accrued unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

The Sinking Fund Installments of Bonds of a Stated Maturity required to be redeemed on any mandatory sinking fund redemption date shall be reduced in integral multiples of $1,000 by any portion of such Bonds, which, at least 45 days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions, and not previously credited to a mandatory sinking fund redemption, as follows:

(i) if the Bonds to be redeemed are selected in accordance with the 10% or Greater Manner (as defined and described below), the Sinking Fund Installment of Bonds of a Stated Maturity required to be redeemed for each mandatory sinking fund redemption date shall be reduced by the principal amount called for redemption and allocated to such Bond on a pro rata basis among the scheduled Sinking Fund Installments to be mandatorily redeemed on the mandatory sinking fund redemption dates; or

(ii) if the Bonds to be redeemed are selected in accordance with the Less Than 10% Manner (as defined and described below), the Sinking Fund Installment of Bonds of a Stated Maturity required to be redeemed for each mandatory sinking fund redemption date shall be reduced by the principal amount called for redemption and allocated to such Bonds in the inverse order of mandatory sinking fund redemption dates.

*Partial Redemption*. If less than all of the Bonds are called for optional redemption or extraordinary optional redemption, the Bonds or portion of a Bond of any one maturity to be redeemed shall be selected in the following manner:

(i) If the principal amount called for redemption is greater than or equal to ten percent (10%) of the original aggregate principal amount of the Bonds, the principal amount called for redemption shall be allocated on a pro rata basis among all Outstanding Bonds and a portion of all Outstanding Bonds shall be redeemed in the principal amount allocated to such Bonds (the "10% or Greater Manner"); and

(ii) If the principal amount called for redemption is less than ten percent (10%) of the original aggregate principal amount of the Bonds, the Outstanding Bonds shall be redeemed in inverse order of maturity (the "Less Than 10% Manner").

Bonds may be redeemed in minimum principal amounts of $1,000 or any integral thereof. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by $1,000.

A portion of an Outstanding Bond of any one maturity may be redeemed, but only in a principal amount equal to $1,000 or any integral thereof. If a portion of an Outstanding Bond of a maturity is selected for redemption, the Trustee shall select the Outstanding Bonds of such maturity to be redeemed by lot. The Trustee shall treat each $1,000 portion of such Bond as though it were a single Series Bond for purposes of selection for redemption. No redemption shall result in a Bond in a denomination of less than an Authorized Denomination; provided, however, if the amount of the Outstanding Bond is less than an Authorized Denomination after giving effect to such partial redemption, a Bond in the principal amount equal to the unredeemed portion, but not less than $1,000, may be issued.

Upon surrender of any Bond for redemption in part, the Trustee in accordance with the Indenture, shall authenticate and deliver and exchange the Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, which shall be an Authorized Denomination. A new Bond representing the unredeemed balance of such Bond shall be issued to the Owner thereof, such exchange being without charge.

*Notice of Redemption to Owners*. Upon written notification by the City to the Trustee of the exercise of any redemption, the Trustee shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond or portion thereof to be redeemed, at the address shown in the Register.

The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed, any conditions to such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond shall become due and payable.

Any notice given as provided in the Indenture shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

The City has the right to rescind any optional redemption or extraordinary optional redemption by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. Upon written notice of such rescission from the City, the Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

## BOOK-ENTRY-ONLY SYSTEM

*This section describes how ownership of the Bonds is to be transferred and how the principal of, premium, if any, and interest on the Bonds are to be paid to and credited by DTC, while the Bonds are registered in its nominee name. The information in this section concerning DTC and the Book-Entry-Only System has been provided by DTC for use in disclosure documents such as this Limited Offering Memorandum. The City and the Underwriter believe the source of such information to be reliable, but neither the City nor the Underwriter takes responsibility for the accuracy or completeness thereof.*

*The City cannot and does not give any assurance that (1) DTC will distribute payments of debt service on the Bonds, or redemption or other notices, to DTC Participants, (2) DTC Participants or others will distribute debt service payments paid to DTC or its nominee (as the registered owner of the Bonds), or redemption or other notices, to the Beneficial Owners, or that they will do so on a timely basis or (3) DTC will serve and act in the manner described in this Limited Offering Memorandum. The current rules applicable to DTC are on file with the United States Securities and Exchange Commission (the "SEC"), and the current procedures of DTC to be followed in dealing with DTC Participants are on file with DTC.*

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered security certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed

Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its registered subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). Direct Participants and Indirect Participants are collectively referred to herein as "Participants." DTC has an S&P Global Ratings rating of "AA+". The DTC Rules applicable to its Participants are on file with the SEC. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all Bonds of the same maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant of such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, interest and all other payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detailed information from the City or Paying Agent/Registrar, on the payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Trustee, the Paying Agent/Registrar, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, interest and payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Trustee, the Paying Agent/Registrar or the City, disbursement of such payments to Direct Participants will be the

responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Participants.

DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the City or the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered. Thereafter, Bond certificates may be transferred and exchanged as described in the Indenture.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but none of the City, the City's Financial Advisor or the Underwriter take any responsibility for the accuracy thereof.

NONE OF THE CITY, THE TRUSTEE, THE PAYING AGENT, THE CITY'S FINANCIAL ADVISOR OR THE UNDERWRITER WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO THE DTC PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT AS NOMINEE WITH RESPECT TO THE PAYMENTS TO OR THE PROVIDING OF NOTICE FOR THE DTC PARTICIPANTS, THE INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS OF THE BONDS. THE CITY CANNOT AND DOES NOT GIVE ANY ASSURANCES THAT DTC, THE DTC PARTICIPANTS OR OTHERS WILL DISTRIBUTE PAYMENTS OF PRINCIPAL OF OR INTEREST ON THE BONDS PAID TO DTC OR ITS NOMINEE, AS THE REGISTERED OWNER, OR PROVIDE ANY NOTICES TO THE BENEFICIAL OWNERS OR THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC WILL ACT IN THE MANNER DESCRIBED IN THIS LIMITED OFFERING MEMORANDUM. THE CURRENT RULES APPLICABLE TO DTC ARE ON FILE WITH THE SECURITIES AND EXCHANGE COMMISSION, AND THE CURRENT PROCEDURES OF DTC TO BE FOLLOWED IN DEALING WITH DTC PARTICIPANTS ARE ON FILE WITH DTC.

## SECURITY FOR THE BONDS

*The following is a summary of certain provisions contained in the Indenture. Reference is made to the Indenture for a full statement of the terms and provisions of the Bonds. Investors must read the entire Indenture to obtain information essential to the making of an informed investment decision. See "APPENDIX B — Form of Indenture."*

### General

THE BONDS ARE SPECIAL AND LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE CITY AND ARE PAYABLE SOLELY FROM THE SOURCES IDENTIFIED IN THE INDENTURE. THE OWNERS OF THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF MONEY RAISED OR TO BE RAISED BY TAXATION, OR OUT OF ANY FUNDS OF THE CITY OTHER THAN THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. NO OWNER OF THE BONDS SHALL HAVE THE RIGHT TO DEMAND ANY EXERCISE OF THE CITY'S TAXING POWER TO PAY THE PRINCIPAL OF THE BONDS OR THE INTEREST OR REDEMPTION PREMIUM, IF ANY, THEREON. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE TRUST ESTATE.

The principal of, premium, if any, and interest on the Bonds are secured by a pledge of and a lien upon the Pledged Revenues (defined below), consisting primarily of certain revenue from Assessments levied against the Assessed Property and other funds comprising the Trust Estate, all to the extent and upon the conditions described herein and in the Indenture. In accordance with the PID Act, the City has caused the preparation of a 2024 Amended and Restated Service and Assessment Plan (as amended, restated and supplemented, the "2024 Amended and Restated Service and Assessment Plan"), amending the 2023 Amended and Restated Service and Assessment Plan approved by the City Council on June 21, 2023 (as the same is amended and updated from time to time, the "Service and Assessment Plan"), which describes the special benefit received by the property within the District, including Improvement Area

#4, provides the basis and justification for the determination of special benefit on such property, establishes the methodology for the levy of Assessments and provides for the allocation of Pledged Revenues for payment of principal of, premium, if any, and interest on the Bonds. The Service and Assessment Plan is reviewed and updated annually for the purpose of determining the annual budget for improvements and the Annual Installments (as defined below) of the Assessments due in a given year. The determination by the City of the assessment methodology set forth in the 2024 Amended and Restated Service and Assessment Plan is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on all current and future landowners within the District. See "APPENDIX C — Form of 2024 Amended and Restated Service and Assessment Plan."

For the purposes of the information summarized under this heading "SECURITY FOR THE BONDS," "Bonds" means any Bond or all Bonds as authorized by the Bond Ordinance and issued in accordance with the Indenture, including the Bonds, any Refunding Bonds, and any Bonds issued in exchange or replacement thereof as permitted by the Indenture.

**Pledged Revenues**

The City is authorized by the PID Act, the Assessment Ordinance and other provisions of State law to finance the Improvement Area #4 Improvements by levying Assessments upon properties in Improvement Area #4 of the District benefited thereby. For a description of the assessment methodology and the amounts of Assessments levied and anticipated to be levied in each phase of the District, see "ASSESSMENT PROCEDURES" and "APPENDIX C — Form of 2024 Amended and Restated Service and Assessment Plan."

The Bonds are secured by a pledge of and a lien upon the Pledged Revenues, consisting primarily of Assessment Revenue (defined below), and other funds comprising the Trust Estate, all to the extent and upon the conditions described herein and in the Indenture. Pursuant to the Indenture, the following terms are assigned the following meanings:

"Annual Collection Costs" means, with respect to Improvement Area #4, the actual or budgeted costs and expenses related to the creation and operation of the District, the issuance and sale of the Bonds, and the construction, operation and maintenance of the Improvement Area #4 Improvements, including, but not limited to, costs and expenses for: (1) the Administrator and City staff; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (4) preparing and maintaining records with respect to the Assessment Rolls and Annual Service Plan Updates; (5) issuing, paying, and redeeming the Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with the Service and Assessment Plan and the PID Act with respect to the administration of a reimbursement agreement and the issuance and sale of the Bonds, including continuing disclosure requirements; and (8) the paying agent/registrar and Trustee in connection with the Bonds, including their respective legal counsel. Amounts collected for Annual Collection Costs but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years..

"Annual Installment" means, with respect to the Assessments, the annual installment payments of an Assessment calculated by the Administrator and approved by the City Council, including: (i) principal; (ii) interest; (iii) Annual Collection Costs; and (iv) the Additional Interest.

"Assessment Revenue" means monies collected by or on behalf of the City from any one or more of the following: (i) an Assessment levied against an Assessed Property, or Annual Installment payment thereof, including any interest on such Assessment or Annual Installment thereof during any period of delinquency, (ii) a Prepayment, (iii) Delinquent Collection Costs, and (iv) Foreclosure Proceeds.

"Delinquent Collection Costs" means for an Assessed Property, interest, penalties, and other costs and expenses authorized by the PID Act that directly or indirectly relate to the collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under the 2024 Amended and Restated Service and Assessment Plan, including costs and expenses to foreclose liens.

"Foreclosure Proceeds" means the proceeds, including interest and penalty interest, received by the City from the enforcement of the Assessments against any Assessed Property or Assessed Properties, whether by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Costs.

"Pledged Funds" means the Pledged Revenue Fund, the Bond Fund, the Project Fund (but only with respect to such accounts of the Project Fund created pursuant to the Indenture), the Reserve Fund, and the Redemption Fund.

"Pledged Revenues" means the sum of (i) Assessment Revenue (other than Delinquent Collection Costs); (ii) the moneys held in any of the Pledged Funds; and (iii) any additional revenues that the City may pledge to the payment of Bonds.

"Trust Estate" means the Trust Estate described in the granting clauses of the Indenture.

The City will covenant, agree, and warrant in the Indenture that it will take and pursue all actions permissible under applicable laws to cause the Assessments to be collected and the liens thereof to be enforced continuously. See "— Pledged Revenue Fund." See also "APPENDIX B — Form of Indenture" and "APPENDIX C — Form of 2024 Amended and Restated Service and Assessment Plan."

The PID Act provides that the Assessments (including any reassessment, with interest, the expense of collection and reasonable attorney's fees, if incurred) are a first and prior lien (the "Assessment Lien") against the Assessed Property, superior to all other liens or claims, except liens and claims for the State, county, school district, municipality, or other political subdivisions of the State for ad valorem taxes and are a personal liability of and charge against the owners of property, regardless of whether the owners are named. Pursuant to the PID Act, the Assessment Lien is effective from the date of the Assessment Ordinance until the Assessments are paid (or otherwise discharged), and is enforceable by the City Council in the same manner that an ad valorem property tax levied against real property may be enforced by the City Council. See "ASSESSMENT PROCEDURES" herein.

**Collection and Enforcement of Assessments**

For so long as any Bonds are Outstanding and amounts are due to the Developer under the Improvement Area #4 Reimbursement Agreement to reimburse it for the funds it has contributed to pay Actual Costs of the Improvement Area #4 Improvements, the City covenants, agrees and warrants that it will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Assessments.

The City will determine or cause to be determined, no later than February 15 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Assessment or the corresponding Assessed Property in Improvement Area #4.

**Unconditional Levy of Assessments**

The City will impose Assessments on the Assessed Property to pay the principal of and interest on the Bonds scheduled for payment from Pledged Revenues as described in the Indenture and in the 2024 Amended and Restated Service and Assessment Plan and coming due during each fiscal year. The Assessments became effective or will become effective on the date of, and strictly in accordance with the terms of, the Assessment Ordinance. Each Assessment may be paid immediately in full or in periodic Annual Installments over a period of time equal to the term of the Bonds, which installments shall include interest on the Assessments. Pursuant to the Assessment Ordinance, interest on the Assessments will be calculated at the rate of interest on the Bonds plus 0.50%, calculated on the basis of a 360-day year of twelve 30-day months. Such rate may be adjusted as described in the 2024 Amended and Restated Service and Assessment Plan. Each Annual Installment will be calculated on or before October 1 of each year and shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments of the Assessments will be due when billed and will be delinquent if not paid prior to February 1, 2026.

As authorized by Section 372.018(b) of the PID Act, the City will calculate and collect each year while the Bonds are Outstanding and unpaid an assessment to pay the annual costs incurred by the City in the administration and operation of Improvement Area #4. The portion of each Annual Installment of an Assessment used to pay such annual

costs shall remain in effect from year to year until all Bonds are finally paid or until the City adjusts the amount of the levy after an annual review in any year pursuant to Section 372.013 of the PID Act. The amount collected to pay Annual Collection Costs shall be due in the manner set forth in the Assessment Ordinance, and shall be billed as part of the Annual Installment on or about October 1 of each year and shall be delinquent if not paid by February 1 of the following year. **Amounts collected for Annual Collection Costs do not secure repayment of the Bonds**.

There will be no discount for the early payment of Assessments.

Assessments, together with interest, penalties, and expense of collection and reasonable attorneys' fees, as permitted by the Texas Tax Code, shall be a first and prior lien against the property assessed, superior to all other liens and claims, except liens or claims for State, county, school district or municipality ad valorem taxes and shall be a personal liability of and charge against the owner of the property regardless of whether the owners are named. The lien for Assessments and penalties and interest began or will begin on the effective date of the Assessment Ordinance and continues until the Assessments are paid or until all Bonds are finally paid.

Failure to pay an Annual Installment when due shall not accelerate the payment of the remaining Annual Installments of the Assessments and such remaining Annual Installments (including interest) shall continue to be due and payable at the same time and in the same amount and manner as if such default had not occurred.

**Perfected Security Interest**

Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the Trust Estate provided for in the Indenture, and such pledge is, under current law, valid, effective and perfected. The City shall cause to be filed all appropriate initial financing statements, if any, to ensure that the Trustee (for the benefit of the Owners of the Bonds) is granted a valid and perfected first priority lien on the entire Trust Estate. Nothing in the Indenture shall obligate the Trustee to file any initial financing statements. Upon the City's timely delivery of a copy of such filed initial financing statement, if any, to the Trustee, the Trustee shall file continuation statements of such initial financing statement(s) in the same jurisdictions as the initial financing statement(s) previously provided to the Trustee. Unless the Trustee is otherwise notified in writing by the City, the Trustee may rely upon the initial financing statements in filing any continuation statements in the Indenture. See "APPENDIX B — Form of Indenture."

**Project Collection Fund**

While any Bonds are Outstanding, Travis County (the "County"), by agreement with the City, may collect Assessment Revenue on the City's behalf. If the County, whether acting by and through its Tax Office or otherwise, presents or otherwise tenders to the Trustee such collected Assessment Revenue for deposit on the City's behalf, the Trustee shall accept such Assessment Revenue and deposit the same into the Project Collection Fund. The Trustee shall, as directed by the City pursuant to a City Certificate, deposit or cause to be deposited all of that portion of the Assessment Revenue deposited into the Project Collection Fund that consists of the Annual Collection Costs and the Delinquent Collection Costs to the Administrative Fund and, as directed pursuant to a City Certificate, on or before February 20, 2026, and on or before February 20 and August 20 of each year thereafter while the Bonds are Outstanding, deposit or cause to be deposited all of that portion of the Assessment Revenue deposited into the Project Collection Fund that consists of Pledged Revenue into the Pledged Revenue Fund.

**Pledged Revenue Fund**

Upon the Trustee's receipt of the Pledged Revenues from the Project Collection Fund, the Trustee shall deposit or cause to be deposited the Pledged Revenues to be applied by the Trustee in the following order of priority:

(i) *first*, to the Pledged Revenue Fund in an amount sufficient to pay debt service on the Bonds next coming due in such calendar year;

(ii) *second*, to the Reserve Account of the Reserve Fund in an amount to cause the amount in the Reserve Account to equal the Reserve Account Requirement;

(iii) *third*, to the Additional Interest Reserve Account of the Reserve Fund in an amount equal to the Additional Interest, to cause the amount in the Additional Interest Reserve Account to equal the Additional Interest Reserve Requirement;

(iv) *fourth*, to the Project Fund to pay Actual Costs of the Improvement Area #4 Improvements; and

(v) *fifth*, to pay other costs permitted by the PID Act.

Along with each transfer to the Trustee, the City shall provide a City Certificate as to the funds, accounts and payments into which the amounts are to be deposited or paid.

From time to time as needed to pay the obligations relating to the Bonds, but no later than five (5) Business Days before each Interest Payment Date, the Trustee shall withdraw from the Pledged Revenue Fund and transfer to the Principal and Interest Account of the Bond Fund, an amount, taking into account any amounts then on deposit in such Principal and Interest Account, such that the amount on deposit in the Principal and Interest Account equals the principal (including any Sinking Fund Installments) and interest due on the Bonds on the next Interest Payment Date.

If, after the foregoing transfers and any transfer from the Reserve Fund, there are insufficient funds to make the payments provided in the paragraph above, the Trustee shall apply the available funds in the Principal and Interest Account first to the payment of interest, then to the payment of principal (including any Sinking Fund Installments) on the Bonds, in the manner described in the Indenture.

Notwithstanding the above, the Trustee shall deposit as soon as practicable after receipt Prepayments to the Pledged Revenue Fund and after such deposit shall transfer such Prepayments to the Redemption Fund. The Trustee shall also deposit as soon as practicable after receipt Foreclosure Proceeds to the Pledged Revenue Fund and after such deposit shall transfer Foreclosure Proceeds, as directed by the City pursuant to a City Certificate, first to the Reserve Fund to restore any transfers from the accounts within the Reserve Fund made with respect to the Assessed Property or Assessed Properties to which the Foreclosure Proceeds relate (first, to replenish the Reserve Account Requirement, and second, to replenish the Additional Interest Reserve Requirement), and second, to the Redemption Fund.

After satisfaction of the requirement to provide for the payment of the principal and interest on the Bonds and to fund any deficiency that may exist in any Account of the Reserve Fund and transfer of funds pursuant to the above (as described in the Indenture), the City may direct the Trustee by City Certificate to apply Assessments for any lawful purposes permitted by the PID Act for which the Assessments may be applied. The Trustee may rely on such written direction of the City and shall have no obligation to determine the lawful purposes permitted under the PID Act.

**Bond Fund**

On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments) and interest then due and payable on the Bonds.

If amounts in the Principal and Interest Account are insufficient for the purposes set forth in the paragraph above, the Trustee shall withdraw from the Reserve Fund amounts to cover the amount of such insufficiency in the order, as described in the Indenture. Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

Moneys in the Capitalized Interest Account shall be used for the payment of interest on the Bonds on the following dates and in the following amounts:

| **Date** | **Amount** |
|---|---|
| September 15, 2024 | $_____ |
| March 15, 2025 | $_____ |
| September 15, 2025 | $_____ |

Any amounts on deposit in the Capitalized Interest Account after the payment of interest on the dates and in the amounts listed above shall be transferred to the IA#4 Improvements Account of the Project Fund, pursuant to directions provided in a City Certificate, or if the IA#4 Improvements Account of the Project Fund has been closed as provided in the Indenture, such amounts shall be transferred to the Redemption Fund to be used to redeem Bonds and the Capitalized Interest Account shall be closed.

**Project Fund**

Money on deposit in the IA#4 Improvements Account and the Costs of Issuance Account of the Project Fund shall be used for the purposes specified in the Indenture.

Disbursements from the IA#4 Improvements Account of the Project Fund to pay the Actual Costs of the Improvement Area #4 Improvements shall be made by the Trustee upon receipt by the Trustee of one or more City Certificates containing a properly executed and completed Certification for Payment. The disbursement of funds from the IA#4 Improvements Account of the Project Fund pursuant to a City Certificate shall be deemed to be pursuant to and in accordance with the disbursement procedures described in the Financing and Reimbursement Agreement and the Indenture.

Disbursements from the Costs of Issuance Account of the Project Fund shall be made by the Trustee pursuant to and in accordance with a City Certificate providing for the application of such funds to be disbursed (with the exception of fees and expenses initially incurred by the Trustee, which may be withdrawn by the Trustee).

If the City Representative reasonably determines that amounts then on deposit in the IA#4 Improvements Account of the Project Fund are not expected to be expended for purposes of the IA#4 Improvements Account due to the abandonment, or constructive abandonment, of the Improvement Area #4 Improvements, such that, in the reasonable opinion of the City Representative after a reasonable inquiry or concurrence of the Developer, as applicable, it is unlikely that the amounts in the IA#4 Improvements Account of the Project Fund will ever be expended for the purposes of the IA#4 Improvements Account, the City Representative after a reasonable inquiry or concurrence of the Developer, as applicable, shall file a City Certificate with the Trustee which identifies the amounts then on deposit in the IA#4 Improvements Account that are not expected to be used for purposes of the IA#4 Improvements Account. If such City Certificate is so filed, the amounts on deposit in the IA#4 Improvements Account shall be transferred to the Redemption Fund to redeem Bonds on the earliest practical date after notice of redemption has been provided in accordance with the Indenture.

Upon the filing of a City Certificate stating that all of the Improvement Area #4 Improvements have been completed and that all Actual Costs of the Improvement Area #4 Improvements allocable to the Assessed Property have been paid, or that any such Actual Costs are not required be paid from the IA#4 Improvements Account of the Project Fund, the Trustee shall (i) transfer the amount, if any remaining within the IA#4 Improvements Account of the Project Fund to the Principal and Interest Account of the Bond Fund, and (ii) close the IA#4 Improvements Account of the Project Fund.

Not later than six (6) months following the Delivery Date or upon an earlier determination by the City Representative that all costs of issuance of the Bonds have been paid and the appropriate portion of the costs incidental to the organization of the District have been paid, the amounts on deposit in the Costs of Issuance Account of the Project Fund shall be transferred to the IA#4 Improvements Account of the Project Fund, as directed by the City in a City Certificate filed with the Trustee, and the Costs of Issuance Account of the Project Fund shall be closed.

**Reserve Account of the Reserve Fund**

Pursuant to the Indenture, a Reserve Account will be created within the Reserve Fund for the benefit of the Bonds and held by the Trustee and will be funded with proceeds of the Bonds in the amount of the Reserve Account Requirement. Pursuant to the Indenture, the "Reserve Account Requirement" for the Bonds shall be an amount equal to the least of (i) Maximum Annual Debt Service on the Bonds as of the Delivery Date therefor, (ii) 125% of the average Annual Debt Service on the Bonds as of the Delivery Date therefor, or (iii) 10% of the lesser of the par amount of the Outstanding Bonds or the original issue price of the Bonds; provided, however, that such amount shall be reduced by any transfers made pursuant to prepayments or excess earnings in the Reserve Account, as set forth in the Indenture, and as a result of optional redemption, the Reserve Account Requirement shall be reduced by a percentage equal to the

pro rata principal amount of Bonds redeemed by such redemption divided by the total principal amount of the Outstanding Bonds prior to such redemption. As of the Delivery Date of the Bonds, the Reserve Account Requirement equals $_____, which is an amount equal to [the Maximum Annual Debt Service on the Bonds] as of the Delivery Date therefor.

Whenever, on any Interest Payment Date, the amount on deposit in the Principal and Interest Account of the Bond Fund is insufficient to pay the debt service on the Bonds due on such date, the Trustee shall transfer first from the Additional Interest Reserve Account of the Reserve Fund (described below), and second from the Reserve Account of the Reserve Fund to the Bond Fund in the amount necessary to cure such deficiency. In such event, the Additional Interest shall be used to replenish first, the Reserve Account and second, the Additional Interest Reserve Account.

If, after a Reserve Fund withdrawal, the amount on deposit in the Reserve Account of the Reserve Fund is less than the Reserve Account Requirement, the Trustee shall transfer from the Pledged Revenue Fund to the Reserve Account of the Reserve Fund the amount of such deficiency, in accordance with the Indenture, but only to the extent that such amount is not required for the timely payment of principal, interest, or Sinking Fund Installments.

Whenever the Bonds are to be redeemed with the proceeds of Prepayments pursuant to extraordinary optional redemption, a proportionate amount in the Reserve Account of the Reserve Fund shall be transferred on the Business Day prior to the redemption date by the Trustee to the Redemption Fund to be applied to the redemption of the Bonds. The amount so transferred from the Reserve Account of the Reserve Fund shall be equal to an amount representing the difference between (i) the lesser of (A) the Reserve Account Requirement prior to redemption and (B) the amount actually on deposit in the Reserve Account prior to redemption, and (ii) the Reserve Account Requirement after such redemption; provided, however, no such transfer from the Reserve Account shall cause the amount on deposit therein to be less than the Reserve Account Requirement to be in effect after such redemption. If after such transfer, and after applying investment earnings on the Redemption Fund toward payment of accrued and unpaid interest to the date of redemption on the Bonds to be redeemed, there are insufficient funds to pay the principal amount plus accrued and unpaid interest on such Bonds to the date fixed for redemption of the Bonds to be redeemed as a result of such Prepayment, the Trustee shall transfer an amount equal to the shortfall from the Additional Interest Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds.

At the final maturity of the Bonds, the amount on deposit in the Reserve Account and the Additional Interest Reserve Account shall be transferred to the Redemption Fund and applied to the payment of the principal of the Bonds.

**Additional Interest Reserve Account of the Reserve Fund**

The Trustee will transfer an amount equal to the Additional Interest (as defined below) from the Pledged Revenue Fund to the Additional Interest Reserve Account on February 20, 2026 and on the twentieth day of each month thereafter until the amount on deposit in the Additional Interest Reserve Account is equal to the Additional Interest Reserve Requirement; provided, however, that at any time the amount on deposit in the Additional Interest Reserve Account is less than the Additional Interest Reserve Requirement, the Trustee shall resume depositing the Additional Interest (as defined below) into the Additional Interest Reserve Account until the Additional Interest Reserve Requirement has accumulated in the Additional Interest Reserve Account. The Additional Interest Reserve Requirement is an amount equal to 5.5% of the par amount of the Bonds. The "Additional Interest" is the 0.50% interest above the interest rate borne by the Bonds, authorized by Section 372.018(a) of the PID Act. Whenever, on any Interest Payment Date, or on any other date at the written request of the City Representative, the amount on deposit in the Additional Interest Reserve Account exceeds the Additional Interest Reserve Requirement, the Trustee shall provide written notice to the City of the amount of the excess (the "Excess Additional Interest Reserve Amount"). Such excess on deposit in the Additional Interest Reserve Account shall be transferred, at the direction of the City pursuant to a City Certificate, to the Administrative Fund for the payment of Annual Collection Costs or to the Redemption Fund in order to effect the redemption of the Bonds pursuant to extraordinary optional redemption. In the event that the Trustee does not receive a City Certificate directing the transfer of the Excess Additional Interest Reserve Amount to the Administrative Fund within forty-five (45) days of providing notice to the City of such Excess Additional Interest Reserve Amount, the Trustee shall transfer the Excess Additional Interest Reserve Amount to the Redemption Fund and redeem the Bonds pursuant to extraordinary optional redemption. See "APPENDIX B — Form of Indenture" and "APPENDIX C — Form of 2024 Amended and Restated Service and Assessment Plan."

Moneys deposited in the Additional Interest Reserve Account will be used and withdrawn by the Trustee for the purpose of making transfers to the Principal and Interest Account of the Bond Fund, pursuant to, and at the times specified in, the Indenture to pay a portion of the accrued interest on Bonds being redeemed pursuant to an extraordinary optional redemption for Prepayments. The amount to be transferred shall be an amount, for each Prepayment, equal to the amount of any shortfall, after transfers from the Reserve Account of the Reserve Fund as described above and application of investment earnings on the Prepayment toward payment of accrued interest, necessary to pay the principal amount plus accrued interest on such Bonds to be redeemed as a result of the Prepayment.

As discussed above, if, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds due on such date, the Trustee shall transfer any available funds on deposit first from the Additional Interest Reserve Account, and second from the Reserve Account of the Reserve Fund, to the Bond Fund in the amount necessary to cure such deficiency. In such event, the Additional Interest shall be used to replenish first, the Reserve Account, and second, the Additional Interest Reserve Account.

At the final maturity of the Bonds, the amount on deposit in the Additional Interest Reserve Account shall be transferred to the Redemption Fund and applied to the payment of the principal of the Bonds.

**Administrative Fund**

The City will create under the Indenture an Administrative Fund held by the Trustee. On or before February 20, 2026, and on or before each February 20 and August 20 of each year thereafter while the Bonds are Outstanding, the City shall deposit or cause to be deposited to the Administrative Fund the amounts collected each year to pay Annual Collection Costs, other than the Annual Collection Costs and Delinquent Collection Costs deposited into the Project Collection Fund. Moneys in the Administrative Fund shall be held by the Trustee separate and apart from the other Funds created and administered hereunder and used as directed by a City Certificate solely for the purposes set forth in the 2024 Amended and Restated Service and Assessment Plan. See "APPENDIX C — Form of 2024 Amended and Restated Service and Assessment Plan."

**THE ADMINISTRATIVE FUND SHALL NOT BE PART OF THE TRUST ESTATE AND SHALL NOT BE SECURITY FOR THE BONDS.**

**Defeasance**

All Outstanding Bonds shall prior to the Stated Maturity or redemption date thereof be deemed to have been paid and to no longer be deemed Outstanding if (i) in case any such Bonds are to be redeemed on any date prior to their Stated Maturity, the Trustee shall have given notice of redemption on said date as provided in the Indenture, (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Defeasance Securities the principal of and the interest on which when due will provide moneys which, together with any moneys deposited with the Trustee at the same time, shall be sufficient to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, (iii) the Trustee shall have received a report by an independent certified public accountant selected by the City verifying the sufficiency of the moneys or Defeasance Securities deposited with the Trustee to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (iv) if the Bonds are then rated, the Trustee shall have received written confirmation from each rating agency then rating the Bonds that such deposit will not result in the reduction or withdrawal of the rating on the Bonds, and (v) the Trustee shall have received an opinion of Bond Counsel to the effect that (A) any Bond having been deemed to have been paid as provided in the Indenture is no longer Outstanding hereunder and is no longer secured by or entitled to the benefits of the Indenture, (B) such defeasance is in accordance with the terms hereof and (C) such defeasance will not adversely affect the exclusion of interest on such Bond from gross income for purposes of federal income taxation. Neither Defeasance Securities nor moneys deposited with the Trustee nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Bonds. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall be reinvested in Defeasance Securities as directed in writing by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds on and prior to such redemption date or maturity date thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

"Defeasance Securities" means Investment Securities then authorized by applicable law for the investment of funds to defease public securities. "Investment Securities" mean those authorized investments described in the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended; and that at the time made are included in and authorized by the City's official investment policy as approved by the City Council from time to time. Under current State law, Investment Securities that are authorized for the investment of funds to defease public securities are (a) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America; (b) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality, and that, on the date the governing body of the City adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent; and (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the City adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent.

There is no assurance that the current law will not be changed in a manner which would permit investments other than those described above to be made with amounts deposited to defease the Bonds. Because the Indenture does not contractually limit such investments, Developer may be deemed to have consented to defeasance with such other investments, notwithstanding the fact that such investments may not be of the same investment quality as those currently permitted under State law. There is no assurance that the ratings for U.S. Treasury securities used as Defeasance Securities or that for any other Defeasance Security will be maintained at any particular rating category.

**Events of Default**

Each of the following occurrences or events constitutes an "Event of Default" under the Indenture:

(i) The failure of the City to deposit the Pledged Revenues to the Pledged Revenue Fund;

(ii) The failure of the City to enforce the collection of the Assessments including the prosecution of foreclosure proceedings;

(iii) The failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; and

(iv) Default in the performance or observance of any other covenant, agreement or obligation of the City under the Indenture and the continuation thereof for a period of ninety (90) days after written notice to the City by the Trustee, or by the Owners of a Quarter in Interest of the Bonds with a copy to the Trustee, specifying such default by the Owners of a Quarter in Interest of the Bonds requesting that the failure be remedied.

**Immediate Remedies for Default**

Subject to the limitations on liability of the City provided within the Indenture, upon the happening and continuance of any of the Events of Default, the Trustee may, and at the written direction of the Owners of a Quarter in Interest of the Bonds and its receipt of indemnity satisfactory to it shall, proceed against the City for the purpose of protecting and enforcing the rights of the Owners under the Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by the Indenture or by Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained herein, or injunction; provided, however, that any action for money damages against the City shall be limited in recovery to the assets of the Trust Estate, including the Pledged Revenues and Pledged Funds. The Trustee retains the right to obtain the advice of counsel in its exercise of remedies for default.

THE PRINCIPAL OF THE BONDS SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

If the assets of the Trust Estate are sufficient to pay all amounts due with respect to all Outstanding Bonds, in the selection of Trust Estate assets to be used in the payment of Bonds due under the provisions of the Indenture, the

City shall determine, in its absolute discretion, and shall instruct the Trustee by City Certificate, which Trust Estate assets shall be applied to such payment and shall not be liable to any Owner or other Person by reason of such selection and application; provided, however, the City Certificate shall account and provide for payment in full of all amounts then due under the Indenture, including but not limited to full payment of principal and interest due and payable on bonds similarly secured. In the event that the City shall fail to deliver to the Trustee such City Certificate, the Trustee shall select and liquidate or sell Trust Estate assets as provided in the following paragraph, and shall not be liable to any Owner, or other Person, or the City by reason of such selection, liquidation or sale.

Whenever moneys are to be applied pursuant to the provisions of the Indenture, irrespective of and whether other remedies authorized under the Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms as the Trustee may deem appropriate and as may be required by law and apply the proceeds thereof in accordance with the provisions of the Indenture. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the City, and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the City shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the judgment of the Trustee, proper for the purpose which may be designated in such request.

**Restriction on Owner's Actions**

No Owner shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of the Indenture or for the execution of any trust or any other remedy thereunder, unless (i) a default has occurred and is continuing of which the Trustee has been notified in writing, (ii) such default has become an Event of Default and the Owners of a Quarter in Interest of the Bonds have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers thereinbefore granted or to institute such action, suit or proceeding in its own name, (iii) the Owners have furnished to the Trustee indemnity as provided in the Indenture, (iv) the Trustee has for sixty (60) days after such notice failed or refused to exercise the powers thereinbefore granted, or to institute such action, suit, or proceeding in its own name, (v) no written direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Owners of a majority of the aggregate principal amount of the Bonds then Outstanding, and (vi) notice of such action, suit, or proceeding is given to the Trustee in writing; however, all proceedings at law or in equity shall be instituted and maintained in the manner provided therein and for the equal benefit of the Owners of all Bonds then Outstanding. The notification, request and furnishing of indemnity set forth above shall, at the option of the Trustee as advised by counsel, be conditions precedent to the execution of the powers and trusts of the Indenture and to any action or cause of action for the enforcement of the Indenture or for any other remedy thereunder.

Subject to provisions of the Indenture with respect to certain liabilities of the City, nothing in the Indenture shall affect or impair the right of any Owner to enforce, by action at law, payment of any Bond at and after the maturity thereof, or on the date fixed for redemption or the obligation of the City to pay each Bond issued thereunder to the respective Owners thereof at the time and place, from the source and in the manner expressed therein and in the Bonds.

In case the Trustee or any Owners shall have proceeded to enforce any right under the Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Owners, then and in every such case the City, the Trustee and the Owners shall be restored to their former positions and rights thereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

**Application of Revenues and Other Moneys after Default**

All moneys, securities, funds and Pledged Revenues, Pledged Funds and other assets of the Trust Estate and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of Article XI of the Indenture shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including its counsel fees, costs, and expenses), liabilities, and advances incurred or made by

the Trustee and the fees of the Trustee in carrying out the Indenture, during the continuance of an Event of Default, notwithstanding Section 11.2 of the Indenture, shall be applied by the Trustee, on behalf of the City, to the payment of interest and principal or Redemption Price then due on Bonds, as follows:

(i) FIRST: To the payment to the Owners entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the Owners entitled thereto, without any discrimination or preference; and

(ii) SECOND: To the payment to the Owners entitled thereto of the unpaid principal of Outstanding Bonds, or Redemption Price of any Bonds which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal due and to the Owners entitled thereto, without any discrimination or preference.

Within ten (10) days of receipt of such good and available funds, the Trustee may fix a record and payment date for any payment to be made to Owners.

In the event funds are not adequate to cure any of the Events of Default, the available funds shall be allocated to the Bonds that are Outstanding in proportion to the quantity of Bonds that are currently due and in default under the terms of the Indenture.

The restoration of the City to its prior position after any and all defaults have been cured shall not extend to or affect any subsequent default under the Indenture or impair any right consequent thereon.

**Investment of Funds**

Money in any Fund or Account established pursuant to the Indenture shall be invested by the Trustee as directed by the City pursuant to a City Certificate filed with the Trustee at least two (2) business days in advance of the making of such investment in time deposits or certificates of deposit secured in the manner required by law for public funds, or be invested in direct obligations of, including obligations the principal and interest on which are unconditionally guaranteed by, the United States of America, in obligations of any agencies or instrumentalities thereof, or in such other investments as are permitted under the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended, or any successor law, as in effect from time to time; provided that all such deposits and investments shall be made in such manner (which may include repurchase agreements for such investment with any primary dealer of such agreements) that the money required to be expended from any Fund will be available at the proper time or times. Such investments shall be valued each year in terms of current market value as of September 30. For purposes of maximizing investment returns, to the extent permitted by law, money in such Funds may be invested in common investments of the kind described above, or in a common pool of such investment which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such Fund are held by or on behalf of each such Fund. If necessary, such investments shall be promptly sold in order to make the disbursements required or permitted by the Indenture or to prevent any default.

Obligations purchased as an investment of moneys in any Fund or Account shall be deemed to be part of such Fund or Account, subject, however, to the requirements of the Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds and Accounts. Whenever in the Indenture any moneys are required to be transferred by the City to the Trustee, such transfer may be accomplished by transferring a like amount of Investment Securities, unless the City instructs the Trustee otherwise by written direction.

**Against Encumbrances**

Other than Refunding Bonds, the City shall not create and, to the extent Pledged Revenues are received, shall not suffer to remain, any lien, encumbrance or charge upon the Pledged Revenues, the Pledged Funds, the Trust Estate, or any other property pledged under the Indenture, except any pledge created for the equal and ratable security of the Bonds. So long as Bonds are Outstanding, the City shall not issue any bonds, notes or other evidences of indebtedness

secured by any pledge of or other lien or charge on the Pledged Revenues, the Pledged Funds, the Trust Estate or other property pledged under the Indenture, except that the City may issue Refunding Bonds in accordance with the terms of the Indenture.

**Additional Obligations or Other Liens; Refunding Bonds**

The City reserves the right to issue Additional Obligations under other indentures, assessment ordinances, or similar agreements or other obligations which do not constitute or create a lien on the Trust Estate and are not payable from the Trust Estate.

Other than Refunding Bonds issued to refund all or a portion of the Bonds, the City will not create or voluntarily permit to be created any debt, lien or charge on any portion of the Trust Estate, and will not cause or allow any matter or things whatsoever whereby the lien of the Indenture or the priority thereof might or could be lost or impaired; and further covenants that it will pay or cause to be paid or will make adequate provisions for the satisfaction and discharge of all lawful claims and demands which if unpaid might by law be given precedence over or any equality with the Indenture as a lien or charge upon the Trust Estate; provided, however, that nothing in the Indenture shall require the City to apply, discharge, or make provision for any such lien, charge, claim, or demand so long as the validity thereof shall be contested by it in good faith, unless thereby, in the opinion of Bond Counsel or counsel to the Trustee, the same would endanger the security for the Bonds.

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**SOURCES AND USES OF FUNDS***

The table that follows summarizes the expected sources and uses of proceeds of the Bonds:

| | |
|---|---|
| Sources of Funds: | |
| Principal Amount | $ |
| TOTAL SOURCES | $ |
| | |
| Use of Funds: | |
| Deposit to IA#4 Improvements Account of the Project Fund | $ |
| Deposit to Capitalized Interest Account of the Bond Fund[(1)] | |
| Deposit to Reserve Account of the Reserve Fund | |
| Deposit to Administrative Fund | |
| Deposit to Costs of Issuance Account of the Project Fund | |
| Underwriters Discount[(2)] | |
| TOTAL USES | $ |

_____

(1) Includes __ months of capitalized interest.

(2) Includes Underwriter's Counsel's fee in the amount of $_____.

* *Preliminary; subject to change.*

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**DEBT SERVICE REQUIREMENTS***

The following table sets forth the anticipated debt service requirements for the Bonds:

| Year Ending (September 30) | Principal | Interest | Total |
|---|---|---|---|
| 2024 | $ | $ | $ |
| 2025 | | | |
| 2026 | | | |
| 2027 | | | |
| 2028 | | | |
| 2029 | | | |
| 2030 | | | |
| 2031 | | | |
| 2032 | | | |
| 2033 | | | |
| 2034 | | | |
| 2035 | | | |
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| 2042 | | | |
| 2043 | | | |
| 2044 | | | |
| 2045 | | | |
| 2046 | | | |
| 2047 | | | |
| 2048 | | | |
| 2049 | | | |
| 2050 | | | |
| 2051 | | | |
| 2052 | | | |
| 2053 | | | |
| 2054 | | | |
| **Total**[(1)] | **$** | **$** | **$** |

(1) To be updated and completed upon pricing

* *Preliminary; subject to change.*

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## OVERLAPPING TAXES AND DEBT

The land within the District has been, and is expected to continue to be, subject to taxes and assessments imposed by taxing entities other than the City.

### Overlapping Jurisdictions Tax Rates

The land within Improvement Area #4 lies within the corporate limits of the City. The land within Improvement Area #4 has been, and is expected to continue to be, subject to taxes and assessments imposed by taxing entities other than the City. Such taxes are payable in addition to the Assessments.

Improvement Area #4 is located within the City, the County, the Manor Independent School District ("Manor ISD"), Travis Central Health, Travis County Emergency Services District #12 ("Travis County ESD #12") and the Austin Community College District ("ACC"), all of which may levy ad valorem taxes upon land in Improvement Area #4 for payment of debt incurred by such governmental entities and/or for payment of maintenance and operations expenses. The City has no control over the level of ad valorem taxes or special assessments levied by such other taxing authorities. The following table reflects the overlapping ad valorem tax rates currently levied on property located in Improvement Area #4.

| Taxing Entity | *At Delivery of the Bonds* Tax Year 2023 Ad Valorem Tax Rate[1] | *Projected at Build Out* Tax Year 2023 Ad Valorem Tax Rate[1] |
|---|---|---|
| The City | $ 0.6789 | $ 0.6789 |
| Travis County | 0.3046 | 0.3046 |
| Travis Central Health | 0.1007 | 0.1007 |
| Travis County ESD #12 | 0.0982 | 0.0982 |
| Austin Community College District | 0.0986 | 0.0986 |
| Manor Independent School District | 1.0861 | 1.0861 |
| Elgin Independent School District | 1.2257 | 1.2257 |
| **Total Existing Tax Rate** | **$ 3.5928** | **$ 3.5928** |
| Estimated Average Annual Installment in the District as tax rate equivalent per Equivalent Unit | $ 0.3296[2] | $ 0.3296 [3] |
| **Total Tax Rate and Average Annual Installment for the District as tax rate equivalent per $100 in value** | **$ 3.9224**[3] | **$ 3.9224**[3] |

Source: Travis Central Appraisal District, the City, and Administrator.

(l) As reported by the taxing entities. Per $100 taxable appraised value.

(2) Based on $41,600,000 estimated appraised value as provided in the Appraisal.

(3) Derived from information presented in Exhibit K of the 2024 Amended and Restated Service and Assessment Plan. Based on $198,638,700 estimated build out value for Improvement Area #4 as provided by the Developer. Pursuant to the Development Agreement the estimated average annual installment as a tax rate equivalent cannot exceed $0.33. Preliminary, subject to change.

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**Overlapping Debt of the District**

As noted above, Improvement Area #4 includes territory located in other governmental entities that may issue or incur debt secured by the levy and collection of ad valorem taxes or assessments. Set forth below is an overlapping debt table showing the outstanding indebtedness payable from ad valorem taxes with respect to property within Improvement Area #4, as of March 13, 2024, and City debt secured by the Assessments:

| Taxing or Assessing Entity | Total Outstanding Debt | Estimated % Applicable[(1)] | Direct and Estimated Overlapping Debt[(1)] |
|---|---|---|---|
| The City (the Bonds) | $ [5,070,000]* | 100.000% | $ [5,070,000]* |
| The City (Series 2021 MIA Bonds) | 7,930,000 | 40.3671% | 3,201,112 |
| The City (Ad Valorem Tax Supported Debt) | 66,385,000 | 1.8144% | 1,204,490 |
| Travis County | 823,645,000 | 0.0123% | 101,309 |
| Travis County Healthcare District | 165,705,000 | 0.0123% | 20,382 |
| Austin Community College District | 562,445,000 | 0.0102% | 57,370 |
| Manor Independent School District | 501,474,999 | 0.3575% | 1,792,774 |
| Elgin Independent School District | 192,110,000 | 1.0300% | 1,978,733 |
| | $2,324,764,999 | | $12,084,724 |

Source: Municipal Advisory Council of Texas and the City.

* Preliminary; subject to change.

(l) Based on the estimated appraised value of the District provided by the Appraisal.

**Agricultural Valuation**

If land is devoted principally to agricultural use, the landowner can apply for an agricultural valuation on the property and pay ad valorem taxes based on the land's agricultural value. Agricultural use includes production of crops or livestock. It also can include leaving the land idle for a government program or for normal crop or livestock rotation.

If land qualified for an agricultural valuation and the land use changes to a non-agricultural use, "rollback taxes" are assessed for each of the previous five years in which the land received the lower agricultural valuation. The rollback tax is the difference between taxes paid on land's agricultural value and the taxes that the landowner would have paid if the land had been taxed on a higher market value plus interest charged for each year from the date on which taxes would have been due. If the land use changes to a non-agricultural use on only a portion of a larger tract, the landowner can fence off the remaining land and maintain the agricultural valuation on the remaining land. In this scenario, the landowner would only be responsible for rollback taxes on that portion of the land where use changed and not the entire tract.

The property within Improvement Area #4 is under development and no longer subject to an agricultural valuation with respect to ad valorem taxes. The Developer paid the rollback taxes.

**Homeowners' Association**

In addition to the taxes and the Assessments described above, the Developer anticipates that each owner of a single-family lot within Improvement Area #4 will pay an annual maintenance and operation fee and/or a property owners' association fee to a homeowners' association (the "Homeowners' Association") to be formed by the Developer. The Homeowners' Association fees are expected to be approximately $150 per month.

## ASSESSMENT PROCEDURES

**General**

*Capitalized terms used under this caption and not otherwise defined in this Limited Offering Memorandum shall have the meanings given in the 2024 Amended and Restated Service and Assessment Plan.*

As required by the PID Act, when the City determines to defray a portion of the costs of the Improvement Area #4 Improvements through Assessments, it must adopt a resolution generally describing the Improvement Area #4

Improvements and the land within Improvement Area #4 of the District to be subject to Assessments to pay the costs therefor. The City has caused assessment rolls to be prepared (the "Assessment Rolls"), which Assessment Rolls will show the land within Improvement Area #4 to be assessed, the amount of the benefit to and the Assessment against each lot or parcel of land and the number of Annual Installments in which the Assessment is divided. The Assessment Rolls will be filed with the City Secretary and made available for public inspection. Statutory notice will be given to the owners of the property to be assessed and a public hearing will be conducted to hear testimony from affected property owners as to the propriety and advisability of undertaking the Improvement Area #4 Improvements and funding the same with Assessments.

The City expects to proceed to levy the Assessments and adopt the Assessment Ordinance immediately prior to adopting the Bond Ordinance on [May 1], 2024. After such adoptions, the Assessments will become legal, valid and binding liens upon the property against which the Assessments are made.

Under the PID Act, the costs of Improvement Area #4 Improvements may be assessed by the City against the assessable property in Improvement Area #4 of the District so long as the special benefit conferred upon the Assessed Properties by the Improvement Area #4 Improvements equals or exceeds the Assessments relating to such Assessed Properties. The costs of the Improvement Area #4 Improvements may be assessed using any methodology that results in the imposition of equal shares of cost on Assessed Properties similarly benefited. The allocation of benefits and assessments to the benefited land within Improvement Area #4 of the District is presented in the 2024 Amended and Restated Service and Assessment Plan, which should be read in its entirety. See "APPENDIX C — Form of 2024 Amended and Restated Service and Assessment Plan."

**Assessment Methodology**

The 2024 Amended and Restated Service and Assessment Plan describes the special benefit to be received by each parcel of assessable property as a result of the Improvement Area #4 Improvements, provides the basis and justification for the determination that such special benefit exceeds the Assessments being levied, and establishes the methodology by which the City allocates the special benefit of the Improvement Area #4 Improvements in a manner that results in equal shares of costs being apportioned to parcels similarly benefited.

The City has determined that the Improvement Area #4 Improvements are allocated entirely to the Assessed Property in Improvement Area #4.

As described in the 2024 Amended and Restated Service and Assessment Plan, a portion of the costs of the Improvement Area #4 Improvements are being funded with proceeds of the Bonds, which are payable from and secured by Pledged Revenues and other funds comprising the Trust Estate.

**The 2024 Amended and Restated Service and Assessment Plan will be updated prior to closing of the Bonds to reflect final pricing thereof.**

*Assessments*. As further set forth in the 2024 Amended and Restated Service and Assessment Plan, the benefits received by the Improvement Area #4 Improvements are currently allocated 100% to Improvement Area #4 Assessed Property by spreading the entire Assessment across the Assessed Property in Improvement Area #4.

*Method of Reallocation of Assessments upon Subdivision*. Once a lot has an Assessment applied to it and then proceeds to be subdivided again, Assessments will be reallocated based upon Estimated Buildout Value (as defined in the 2024 Amended and Restated Service and Assessment Plan) but in no event will the new subdivision cause the sum of the Assessments for the subdivided lots to be greater than the Assessment for the lot prior to its subdivision. The allocation method used above is to insure there will not be an increase in the Assessment for each specific parcel. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to the 2024 Amended and Restated Service and Assessment Plan shall be reflected in an update to the 2024 Amended and Restated Service and Assessment Plan approved by the City Council.

The following table provides the proposed allocation of the Assessments and the estimated value to lien ratio for Improvement Area #4 based on Lot Type.

**Estimated Improvement Area #4 Value to Lien Ratios[1]**

| Lot Type | Number of Lots | Base Lot Price[2] | Estimated Average Base Home Price[3] | Estimated Buildout Value[3][4] | Maximum Assessment per Lot[4] [5] | Estimated Ratio of Value of Base Lot Price to Assessment | Estimated Ratio of Value of Base Home Price to Assessment |
|---|---|---|---|---|---|---|---|
| 50’ | 313 | $82,680 | $413,400 | $129,394,200 | $17,153.77 | 4.82:1 | 24.10:1 |
| 55’ | 41 | 90,948 | 454,740 | 18,644,340 | 18,869.15 | 4.82:1 | 24.10:1 |
| 60’ | 102 | 99,216 | 496,080 | 50,600,160 | 20,584.52 | 4.82:1 | 24.10:1 |

(l) Preliminary; subject to change.

(2) Based on actual base lot prices from the Lot Purchase Contracts and estimates provided by the Developer. The base lot price for lots having a designated fifty percent (50%) impervious cover limit under applicable law is $62,500. The base lot price for lots having a designated forty percent (40%) impervious cover limit under applicable law is $60,000 per lot. Does not include additional fees to be paid by the Developer. See “THE DEVELOPMENT — Development Plan and See “— Status of Lot Purchase Contracts.”

(3) The Estimated Average Base Home Price is provided by the Developer. No assurances can be given that projected home prices and buildout values will be realized. Home prices in the Appraisal may differ.

(4) Derived from information in the 2024 Amended and Restated Service and Assessment Plan.

(5) Includes the portion of the assessment relating to the Series 2021 MIA Bonds.

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*Method of Reallocation of Assessments upon Consolidation*. Upon the consolidation of two or more Improvement Area #4 Assessed Properties, the Assessments for the consolidated Assessed Properties shall be the sum of the Assessments prior to consolidation. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it will be prepaid by such amount by the party requesting the consolidation of the Assessed Properties. Any reallocation pursuant to the 2024 Amended and Restated Service and Assessment Plan shall be reflected in an update to the 2024 Amended and Restated Service and Assessment Plan approved by the City Council of the City. The consolidation of any Improvement Area #4 Assessed Property shall be considered an administrative action and will not require any notice or public hearing (as defined in the PID Act) by the City Council of the City.

The City has determined the method of allocation for the costs of the Authorized Improvements will result in the imposition of equal shares of the Assessments on parcels similarly situated within the District. The Assessments and interest thereon are expected to be paid in Annual Installments. The determination by the City of the assessment methodology set forth in the 2024 Amended and Restated Service and Assessment Plan is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer, all other current owners of property within the District and all future owners and developers within the District. See "APPENDIX C — Form of 2024 Amended and Restated Service and Assessment Plan."

**Collection and Enforcement of Assessment Amounts**

Under the PID Act, the Annual Installments may be collected in the same manner and at the same time as regular ad valorem taxes of the City. The Assessments may be enforced by the City in the same manner that an ad valorem tax lien against real property is enforced. Delinquent installments of the Assessments incur interest, penalties and attorney's fees in the same manner as delinquent ad valorem taxes. Under the PID Act, the Assessment Lien is a first and prior lien against the property assessed, superior to all other liens and claims except liens or claims for State, county, school district or municipality ad valorem taxes. See "BONDHOLDERS' RISKS — Assessment Limitations" herein.

In the Indenture, the City will covenant to collect, or cause to be collected, Assessments as provided in the Assessment Ordinance. No less frequently than annually, City staff or a designee of the City shall prepare, and the City Council shall approve, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and a calculation of the Annual Installment for each Parcel. Assessments for Annual Collection Costs shall be allocated among all Parcels in proportion to the amount of the Annual Installments for the Parcels.

In the Indenture, the City will covenant, agree and warrant that, for so long as any Bonds are Outstanding, that it will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Assessments.

To the extent permitted by law, notice of the Annual Installments will be sent by, or on behalf of the City, to the affected property owners on the same statement or such other mechanism that is used by the City, so that such Annual Installments are collected simultaneously with ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City.

The City will determine or cause to be determined, no later than February 15 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Assessments or the corresponding Assessed Property.

The City will implement the basic timeline and procedures for Assessment collections and pursuit of delinquencies set forth in Exhibit C of the Disclosure Agreement of Issuer set forth in APPENDIX E-l and to comply therewith to the extent that the City reasonably determines that such compliance is the most appropriate timeline and procedures for enforcing the payment of delinquent Assessments.

The City shall not be required under any circumstances to expend any funds for Delinquent Collection Costs in connection with its covenants and agreements under the Indenture or otherwise other than with funds on deposit in the Administrative Fund.

Annual Installments will be paid to the City or its agent. Annual Installments are due when billed on or about October 1 of each year and become delinquent on February 1 of the following year. In the event Assessments are not timely paid, there are penalties and interest as set forth below:

| Date Payment Received | Cumulative Penalty | Cumulative Interest | Total |
|---|---|---|---|
| February | 6% | 1% | 7% |
| March | 7% | 2% | 9% |
| April | 8% | 3% | 11% |
| May | 9% | 4% | 13% |
| June | 10% | 5% | 15% |
| July | 12% | 6% | 18% |

After July, the penalty remains at 12%, and interest accrues at the rate of 1% each month. In addition, if an account is delinquent in July, a 20% attorney's collection fee may be added to the total penalty and interest charge. In general, property subject to lien may be sold, in whole or in parcels, pursuant to court order to collect the amounts due. An automatic stay by creditors or other entities, including governmental units, could prevent governmental units from foreclosing on property and prevents liens for post-petition taxes from attaching to property and obtaining secured creditor status unless, in either case, an order lifting the stay is obtained from the bankruptcy court. In most cases, post-petition Assessments are paid as an administrative expense of the estate in bankruptcy or by order of the bankruptcy court.

**Assessment Amounts**

*Assessment Amounts*. The maximum amounts of the Assessments will be established by the methodology described in the 2024 Amended and Restated Service and Assessment Plan. The Assessment Rolls set forth for each year the Annual Installment for each Assessed Property consisting of (i) the annual portion allocable to the payment of principal and interest on the Bonds, which amount includes the Additional Interest; and (ii) the portion of the Annual Installment allocable to Annual Collection Costs. The Annual Installments for Improvement Area #4 will be determined annually during the Annual Service Plan Update. The Assessments have been or will be levied against the parcels comprising the Assessed Property as indicated on the respective Assessment Rolls. See "APPENDIX C — Form of 2024 Amended and Restated Service and Assessment Plan" and "APPENDIX F — Financing and Reimbursement Agreement."

The Annual Installments shown on the Assessment Rolls will be reduced to equal the actual costs of repaying the Bonds (which amount will include the Additional Interest of the interest costs) and actual Annual Collection Costs (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

*Method of Apportionment of Assessments*. For purposes of the 2024 Amended and Restated Service and Assessment Plan, the City Council has determined that the Assessments shall be initially allocated to the Assessed Property based on the ratio of Estimated Buildout Value of each Assessed Property to estimated buildout value of all Assessed Properties.

As the existing parcels are subsequently divided, the Assessments will be further apportioned pro rata based on the Estimated Build-out Value of the newly created parcels. See "ASSESSMENT PROCEDURES — Assessment Methodology" and "APPENDIX C — Form of 2024 Amended and Restated Service and Assessment Plan."

The Bonds are secured by a first lien on and pledge of Pledged Revenues, including the Assessments. See "SECURITY FOR THE BONDS" and "APPENDIX C — Form of 2024 Amended and Restated Service and Assessment Plan."

The following table provides the expected allocation of Assessments based on proposed Lot Types.

**Assessment Allocation by Lot Type in Improvement Area #4[(1)]**

| Lot Type | Planned Number of Lots | Estimated Buildout Value per Lot | Maximum Assessment Per Lot | Total Assessments per Lot Type[(3)] | Average Annual Installments Per Lot | Equivalent Tax Rate per $100 AV[(2)] |
|---|---|---|---|---|---|---|
| 50'(Lot Type 7) | 313 | $413,400 | $17,153.77 | $5,369,130 | $1,362.52 | $0.3296 |
| 55'(Lot Type 8) | 41 | 454,740 | 18,869.15 | 773,635 | 1,498.77 | 0.3296 |
| 60'(Lot Type 9) | 102 | 496,080 | 20,584.52 | 2,099,622 | 1,635.03 | 0.3296 |
| **Total/ Weighted Average** | **456** | **$435,611** | **$18,075.41** | **$8,242,387** | **$1,435.73** | **$0.3296** |

(l) Based on the concept plan for the District. Derived from information in the 2024 Amended and Restated Service and Assessment Plan. The actual Lot counts and estimated buildout value may vary from that shown above.

(2) Derived from information in the 2024 Amended and Restated Service and Assessment Plan. Pursuant to the Development Agreement the maximum assessment per lot may not result in a tax rate equivalent that exceeds $0.33 per $100 valuation.

(3) Includes the portion of the assessment relating to the Series 2021 MIA Bonds.

**Prepayment of Assessments**

*Voluntary Prepayment of Assessments*. The owner of the Assessed Property may pay, at any time, all or any part of an Assessment in accordance with the PID Act. Interest costs from the date of prepayment to the date of redemption of the applicable PID Bonds, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If an Assessment is paid in full, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced to zero and the Assessment Roll to be revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of an updated 2024 Amended and Restated Service and Assessment Plan; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate; and (4) the City shall provide the owner with a recordable "Notice of PID Assessment Lien Termination."

If an Assessment is paid in part, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced and the Assessment Roll revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of updated 2024 Amended and Restated Service and Assessment Plan; and (3) the obligation to pay the Assessment and corresponding Annual Installments shall be reduced to the extent of the prepayment made.

*Mandatory Prepayment of Assessments*. If Assessed Property is transferred to a person or entity that is exempt from payment of the Assessment, the owner transferring the Assessed Property shall pay to the Administrator the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the transfer. If the owner of the Assessed Property causes the Assessed Property to become Non-Benefited Property, the owner causing the change in status shall pay the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the change in status.

*True-Up if Maximum Assessment Exceeded at Plat*. Prior to the approval of a final subdivision plat, the Administrator shall certify that the final plat will not cause the Assessment for any Lot Type to exceed the Maximum Assessment. If the subdivision of any Assessed Property by a final subdivision plat causes the Assessment per Lot for any Lot Type to exceed the applicable Maximum Assessment for such Lot Type, the Owner must partially prepay the Assessment for each Assessed Property that exceeds the applicable Maximum Assessment for such Lot Type in an amount sufficient to reduce the Assessment to the applicable Maximum Assessment for such Lot Type. The City's approval of a final subdivision plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay such Assessments.

*Prepayment as a Result of an Eminent Domain Proceeding or Taking*. If any portion of any Parcel of Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a "Taking"), the portion of the Assessed Property that was taken or transferred (the "Taken Property") shall be reclassified as Non-Benefited Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property) (the "Remaining Property"), following the reclassification of the Taken Property as Non-Benefited Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner of the Remaining Property will remain liable to pay in Annual Installments, or payable as otherwise provided by the 2024 Amended and Restated Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the Maximum Assessment, the owner of the Remaining Property will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed the Maximum Assessment, in which case the Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the City receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against the amount of prepayment, with any remainder credited against the assessment on the Remaining Property.

In all instances the Assessment remaining on the Remaining Property shall not exceed the Maximum Assessment.

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a $100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefited Property and the remaining 90 acres of Remaining Property shall be subject to the $100 Assessment (provided that this $100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the $100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment on the Remaining Property by $10, then the owner shall be required to pay $10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to be $90.

Notwithstanding the previous paragraphs in this subsection, if the owner of the Taken Property notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value requirement, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment to the Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirements. Said owner will remain liable to pay the Annual Installments on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this subsection, the Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirement on all outstanding PID Bonds.

*Reduction of Assessments*. If, as a result of cost savings or an Authorized Improvement not being constructed, the Actual Costs of completed Authorized Improvements are less than the Assessments, the City Council shall reduce each Assessment on a pro-rata basis such that the sum of the resulting reduced Assessments for all Assessed Properties equals the reduced Actual Costs. Excess PID Bond proceeds shall be applied to redeem outstanding PID Bonds. The Assessments shall not, however, be reduced to an amount less than the outstanding PID Bonds.

**Priority of Lien**

The Assessments or any reassessment, the expense of collection, and reasonable attorney's fees, if incurred, constitute a first and prior lien against the property assessed, superior to all other liens and claims except liens or claims for the State, county, school district or municipality ad valorem taxes, and are a personal liability of and charge against the owners of the property regardless of whether the owners are named. The lien is effective from the date of the Assessment Ordinance until the Assessment is paid and may be enforced by the City in the same manner as an ad

valorem tax levied against real property may be enforced by the City. The owner of any property assessed may pay the entire Assessment levied against any lot or parcel, together with accrued interest to the date of payment, at any time. See "ASSESSMENT PROCEDURES — Prepayment of Assessments."

**Foreclosure Proceedings**

In the event of delinquency in the payment of any Annual Installment, except for unpaid Assessments on homestead property (unless the lien associated with the Assessment attached prior to the date the property became a homestead), the City is empowered to order institution of an action in State district court to foreclose the lien of such delinquent Annual Installment. In such action the real property subject to the delinquent Annual Installments may be sold at judicial foreclosure sale for the amount of such delinquent Annual Installments, plus penalties and interest.

Any sale of property for nonpayment of an installment or installments of an Assessment will be subject to the lien established for remaining unpaid installments of the Assessment against such property and such property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent installments of the Assessments against such property as they become due and payable. Judicial foreclosure proceedings are not mandatory. In the event a foreclosure is necessary, there could be a delay in payments to Owners of the Bonds pending prosecution of the foreclosure proceedings and receipt by the City of the proceeds of the foreclosure sale. It is possible that no bid would be received at the foreclosure sale, and in such event there could be an additional delay in payment of the principal of and interest on the Bonds or such payment may not be made in full. The City is not required under any circumstance to purchase or make payment for the purchase of the delinquent Assessment on the corresponding Assessed Property.

In the Indenture, the City will covenant to take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and to cause no reduction, abatement or exemption of the Assessments, provided that the City is not required to expend any funds for collection and enforcement of Assessments other than funds on deposit in the Administrative Fund. Pursuant to the Indenture, Foreclosure Proceeds (excluding Delinquent Collection Costs) constitute Pledged Revenues to be deposited into the Pledged Revenue Fund upon receipt by the City and distributed in accordance with the Indenture. See "APPENDIX B — Form of Indenture." See also "APPENDIX E-l — Form of Disclosure Agreement of Issuer" for a description of the expected timing of certain events with respect to collection of the delinquent Assessments.

In the Indenture, the City created the Additional Interest Reserve Account under the Reserve Fund and will fund such account as provided in the Indenture. The City will not be obligated to fund foreclosure proceedings out of any funds other than in the Administrative Fund. If funds in the Administrative Fund are insufficient to pay foreclosure costs, the Owners of the Bonds may be required to pay amounts necessary to continue foreclosure proceedings. See "APPENDIX B — Form of Indenture" and "APPENDIX C — Form of 2024 Amended and Restated Service and Assessment Plan."

## ASSESSMENT DATA

**Collection and Delinquency History of Assessments**

*Improvement Area #1 Assessments*. On May 5, 2021, the City levied special assessments on assessable property in Improvement Area #1 of the District (the "Improvement Area #1 Assessments"), through the City Council's adoption of an assessment ordinance and approval of the initial Service and Assessment Plan. Upon such adoption, the Improvement Area #1 Assessments became legal, valid and binding liens upon the property against which the Improvement Area #1 Assessments are levied.

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The following table shows the collection and delinquency history of the Improvement Area #1 Assessments.

**Collection and Delinquent History of Improvement Area #1 of the District**

| Collected in Fiscal Year Ending 9/30 | Total Assessment Levied | Parcels Levied[(1)] | Delinquent Amounts as of 3/1 | Delinquent Percentage as of 3/1 | Delinquent Amounts as of 9/1 | Delinquent Percentage as of 9/1 | Total Assessment Collected[(2)] |
|---|---|---|---|---|---|---|---|
| 2022[(3)] | $74,691.61 | 2 | $0.00 | 0.00% | $0.00 | 0.00% | $74,691.61 |
| 2023 | $244,461.36 | 273 | $1,912.56 | 0.78% | $0.00 | 0.00% | $244,461.36 |
| 2024 | $244,079.78 | 263 | $2,390.01 | 0.98% | NA | NA | $241,054.52 |

(1) Pursuant to Section 31.031, Texas Tax Code, certain veterans, persons aged 65 or older, and the disabled, who qualify for an exemption under either Section 11.13(c), 11.32, or 11.22, Texas Tax Code, are eligible to pay property taxes in four equal installments ("Installment Payments"). Effective January 1, 2018, pursuant to Section 31.031 (a-1), Texas Tax Code, the Installment Payments are each due before February 1, April 1, June 1, and August 1. Each unpaid Installment Payment is delinquent and incur penalties and interest if not paid by the applicable date.

(2) Does not include interest and penalties.

(3) 10/1/2022 - 9/30/2023 is the first year of collections for the Annual Installment of the Improvement Area #1 Assessments.

*Improvement Area #2 Assessments*. On May 5, 2021, the City levied special assessments on assessable property in Improvement Area #2 of the District (the "Improvement Area #2 Assessments"), through the City Council's adoption of an assessment ordinance and approval of the initial Service and Assessment Plan. Upon such adoption, the Improvement Area #2 Assessments became legal, valid and binding liens upon the property against which the Improvement Area #2 Assessments are levied.

The following table shows the collection and delinquency history of the Improvement Area #2 Assessments.

**Collection and Delinquent History of Improvement Area #2 of the District**

| Collected in Fiscal Year Ending 9/30 | Total Assessment Levied | Parcels Levied[(1)] | Delinquent Amounts as of 3/1 | Delinquent Percentage as of 3/1 | Delinquent Amounts as of 9/1 | Delinquent Percentage as of 9/1 | Total Assessment Collected[(2)] |
|---|---|---|---|---|---|---|---|
| 2022[(3)] | $71,385.89 | 2 | $0.00 | 0.00% | $0.00 | 0.00% | $71,385.89 |
| 2023 | $233,642.24 | 262 | $4,629.95 | 1.98% | $0.00 | 0.00% | $233,642.24 |
| 2024 | $233,236.00 | 250 | $6,338.24 | 2.72% | NA | NA | $226,897.76 |

(1) Pursuant to Section 31.031, Texas Tax Code, certain veterans, persons aged 65 or older, and the disabled, who qualify for an exemption under either Section 11.13(c), 11.32, or 11.22, Texas Tax Code, are eligible to pay property taxes in four equal installments ("Installment Payments"). Effective January 1, 2018, pursuant to Section 31.031 (a-1), Texas Tax Code, the Installment Payments are each due before February 1, April 1, June 1, and August 1. Each unpaid Installment Payment is delinquent and incur penalties and interest if not paid by the applicable date.

(2) Does not include interest and penalties.

(3) 10/1/2022 - 9/30/2023 is the first year of collections for the Annual Installment of the Improvement Area #2 Assessments.

THE COLLECTION AND DELINQUENCY HISTORY OF THE IMPROVEMENT AREA #1 ASSESSMENTS AND IMPROVEMENT AREA #2 ASSESSMENTS ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. NO ASSURANCE CAN BE GIVEN THAT THE COLLECTION OF THE ASSESSMENTS

WILL MIRROR THE COLLECTION HISTORY OF THE IMPROVEMENT AREA #1 ASSESSMENTS AND THE IMPROVEMENT ARE #2 ASSESSMENTS. THE IMPROVEMENT AREA #1 ASSESSMENTS AND THE IMPROVEMENT ARE #2 ASSESSMENTS ARE NOT SECURITY FOR THE PAYMENT OF THE BONDS.

*Improvement Area #3 Assessments*. On June 21, 2023, the City levied special assessments on assessable property in Improvement Area #3 of the District (the "Improvement Area #3 Assessments"). The initial Annual Installment were billed in October of 2023 and were delinquent if not received by January 31, 2024. **The Improvement Area #3 Assessments are not security of the payment of the Bonds**.

The following table shows the collection and delinquency history of the Improvement Area #3 Assessments.

**Collection and Delinquent History of Improvement Area #3 of the District**

| Collected in Fiscal Year Ending 9/30 | Total Assessment Levied | Parcels Levied(1) | Delinquent Amounts as of 3/1 | Delinquent Percentage as of 3/1 | Delinquent Amounts as of 9/1 | Delinquent Percentage as of 9/1 | Total Assessment Collected(2) |
|---|---|---|---|---|---|---|---|
| 2024(3) | $348,028.52 | 286 | $1,842.66 | 0.53% | NA | NA | $346,185.86 |

(l) Pursuant to Section 31.031, Texas Tax Code, certain veterans, persons aged 65 or older, and the disabled, who qualify for an exemption under either Section 11.13(c), 11.32, or 11.22, Texas Tax Code, are eligible to pay property taxes in four equal installments ("Installment Payments"). Effective January 1, 2018, pursuant to Section 31.031 (a-1), Texas Tax Code, the Installment Payments are each due before February 1, April 1, June 1, and August 1. Each unpaid Installment Payment is delinquent and incur penalties and interest if not paid by the applicable date.

(2) Does not include interest and penalties.

(3) 10/1/2023 - 9/30/2024 is the first year of collections for the Annual Installment of the Improvement Area #3 Assessments.

*Improvement Area #4 Assessments*. The Assessments are expected to be levied on [May 1], 2024. The initial Annual Installment will be billed in October of 2025 and will be delinquent if not received by January 31, 2026.

*Special Assessment Payer Concentration in Improvement Area #4*. As of March 31, 2024, the Developer owns 89.0%, Continental Homes owns 6.6% and Brightland Homes owns 4.4% of the Assessed Property in Improvement Area #4.

## THE CITY

### Background

The City is located in eastern Travis County, and sits approximately 12 miles east of Austin, Texas. Access to the City is provided by State Highway 290 and FM 973. The City covers approximately 9.76 square miles. The City's location is part of the growing Austin-Round Rock Metroplex and has resulted in rapid growth over the last several years. The City's 2020 census population was 13,652. The City was ranked the 7th fastest growing suburb in America in 2018 and 2019. The City's population estimate as of 2023 is 20,519.

### City Government

The City is a political subdivision and a home rule municipality of the State, duly organized and existing under the laws of the State, including the City's Home Rule Charter. The City adopted a Home Rule Charter on May 12, 2007, which was amended in 2020 and 2022. The City operates under a Council/Manager form of government with a City Council comprised of the Mayor and six Council members who are elected for staggered three-year terms. The City Council formulates operating policy for the City while the City Manager is the chief administrative officer.

The current members of the City Council and their respective expiration of terms of office are as follows:

| Name | Term Expires (November) |
|---|---|

| | |
|---|---|
| Dr. Christopher Harvey | 2024 |
| Emily Hill | 2024 |
| Anne Weir | 2026 |
| Maria Amezcua | 2024 |
| Sonia Wallace | 2026 |
| Aaron Moreno | 2024 |
| Deja Hill | 2026 |

The principal administrators of the City include the following:

| Name | Position |
|---|---|
| Scott Moore | City Manager |
| Lluvia T. Almaraz | City Secretary |
| Tracy Vasquez | Interim Director of Finance |

General information regarding the City and the surrounding area can be found in "APPENDIX A — General Information Regarding the City and Surrounding Area."

## THE DISTRICT

### General

The PID Act authorizes municipalities, such as the City, to create public improvement districts within their boundaries or extraterritorial jurisdiction, and to impose assessments within the public improvement districts to pay for certain improvements. The District was created by Resolution No. 2018-10 of the City adopted on November 7, 2018 in accordance with the PID Act (the "Creation Resolution") for the purpose of undertaking and financing the cost of certain public improvements within the District, including the Improvement Area #4 Improvements, authorized by the PID Act and approved by the City Council that confer a special benefit on the portion of the District property being developed in a phase. The City adopted Resolution No. 2020-11 on October 7, 2020, which authorized adding additional land to the boundaries of the District. The District is not a separate political subdivision of the State and is administered by the City Council. A map of the property within the District is included on page iv hereof.

### Powers and Authority of the City

Pursuant to the PID Act, the City may establish and create the District and undertake, or reimburse a developer for the costs of, improvement projects that confer a special benefit on property located within the District, whether located within the City limits or the City's extraterritorial jurisdiction. The PID Act provides that the City may levy and collect special assessments on property in the District, or portions thereof, payable in periodic installments based on the benefit conferred by an improvement project to pay all or part of its cost.

Pursuant to the PID Act and the Creation Resolution, the City has the power to undertake, or reimburse a developer for the costs of, the financing, acquisition, construction or improvement of the Improvement Area #4 Improvements. See "THE IMPROVEMENT AREA #4 IMPROVEMENTS." Pursuant to the authority granted by the PID Act and the Creation Resolution, the City has determined to undertake the construction, acquisition or purchase of certain roadway, water, wastewater and storm drainage improvements within Improvement Area #4 of the District and to finance a portion of the costs thereof through the issuance of the Bonds. The City has further determined to provide for the payment of debt service on the Bonds through Pledged Revenues. See "ASSESSMENT PROCEDURES" herein and "APPENDIX C — Form of 2024 Amended and Restated Service and Assessment Plan."

## THE IMPROVEMENT AREA #4 IMPROVEMENTS

### General

The Improvement Area #4 Improvements consist of the local infrastructure benefitting only Improvement Area #4 of the District. See "THE IMPROVEMENT AREA #4 IMPROVEMENTS" and "THE DEVELOPMENT — Development Plan." Developer is responsible for the completion of the construction, acquisition and purchase of the Improvement Area #4 Improvements. To the extent that the proceeds of the Bonds are not sufficient to fund the

Improvement Area #4 Improvements, the balance of the Actual Costs for Improvement Area #4 Improvements will be paid for by Developer. See "THE DEVELOPMENT — Development Plan."

The Appraisal (as defined below) estimates that the "As Vacant" market value of Improvement Area #4, as of February 29, 2024 (the "Date of Value"), is $41,600,000.

The Appraisal is attached hereto as APPENDIX H and should be read in its entirety in order to understand the meaning and basis of the information set forth therein. The Appraisal is addressed to the City and the Underwriter. Investors should not assume that the disposition of the lots in Improvement Area #4 of the District in the event of default would provide sufficient funds to pay the principal of Bonds outstanding at that time. The conclusions reached in the Appraisal are subject to certain assumptions, which are set forth in the Appraisal. See "APPRAISAL OF PROPERTY WITHIN IMPROVEMENT AREA #4" for further information.

**Improvement Area #4 Improvements**

The Improvement Area #4 Improvements include roadway, water, wastewater and drainage improvements benefitting Improvement Area #4 of the District. A description of the Improvement Area #4 Improvements follows:

*Water*. Improvements including trench excavation and embedment, trench safety, PVC piping, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide water service to each Lot within Improvement Area #4.

*Wastewater*. Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide wastewater service to each Lot within Improvement Area #4.

*Drainage*. Improvements including trench excavation and embedment, trench safety, reinforced concrete pipe, manholes, storm sewer outfalls and headwalls, storm drain inlets, testing, related earthwork, excavation, and all other necessary appurtenances required to ensure proper drainage within Improvement Area #4.

*Roadway*. Improvements including subgrade stabilization, concrete and reinforcing steel for roadways, testing and handicapped ramps. All related earthwork, excavation, retaining walls, intersections, signage, and re-vegetation of all disturbed areas within the right-of-way are included to provide roads to each Lot within Improvement Area #4.

*Soft Costs*. Include costs associated with engineering and design of Improvement Area #4 Improvements including permits, fees, and fiscals.

The table below reflects the total estimated costs for the Improvement Area #4 Improvements, including costs of issuing the Bonds.

| | Improvement Area #4 [a] |
|---|---|
| Water | $2,173,306 |
| Wastewater | 2,348,206 |
| Drainage | 2,736,230 |
| Roadway | 4,834,330 |
| Soft Costs[b] | 1,813,811 |
| | $13,905,883 |
| | |
| Debt Service Reserve Fund | $490,157 |
| Capitalized Interest | 414,050 |
| Underwriter Discount | 152,100 |
| Cost of Issuance | 304,200 |
| First Year Annual Collection Costs | 60,000 |
| | $1,420,507 |

| | |
|---|---|
| **Total** | **$ 15,326,390** |

**Notes:**

[a] Costs were determined by engineering report provided by Kimley-Horn and Associates dated 11/21/2023. Improvement Area #4 is within the Major Improvement Area and therefore certain property within Improvement Area #4 has an existing assessment related to the Series 2021 MIA Bonds.
[b] Soft Costs estimated at 15% of hard costs, inclusive of 4% construction management fee.
Source: 2024 Amended and Restated Service and Assessment Plan; preliminary, subject to change.

**Ownership and Maintenance of Improvement Area #4 Improvements**

The Improvement Area #4 Improvements will be dedicated to and accepted by the City either by fee or through a public use easement and will constitute a portion of the City's infrastructure improvements. The City will provide for the ongoing operation, maintenance and repair of the roadway, water, wastewater and storm drainage portions of the Improvement Area #4 Improvements that are constructed and conveyed.

## THE DEVELOPMENT

*The following information has been provided by the Developer. Certain of the following information is beyond the direct knowledge of the City, the City's Financial Advisor or the Underwriter, and none of the City, the City's Financial Advisor or the Underwriter have any way of guaranteeing the accuracy of such information. The Developer has reviewed this Limited Offering Memorandum and warrants and represents that neither (i) the information under the caption "THE DEVELOPMENT" nor (ii) the information relating to the Developer's plan for developing the land within the District under the subcaption "BONDHOLDERS' RISKS — Dependence Upon Developer and Homebuilders" contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made herein, in the light of the circumstances under which they are made, not misleading. At the time of delivery of the Bonds to the Underwriter, the Developer will deliver a certificate to this effect to the City and the Underwriter.*

**Overview**

The Development is an approximately 602.9-acre development project located in the fast-growing Austin-Round Rock TX Metropolitan Statistical Area. The Development is wholly within the city limits of the City and is situated in the northeast portion of the County along Old Kimbro Road, north of US Highway 290, approximately 12 miles northwest of the downtown central business district of Austin, Texas.

Property within the District comprising the Development was purchased by Sky Village Kimbro and RHOF in 2016 for a long-term residential and commercial development project. By deed, dated October 31, 2019, Forestar acquired a majority portion of the property, also referred to herein as the Forestar Parcels, within the District and was assigned to develop all of the residential property in the District. Forestar also owns a portion of the commercial property within the District, also referred to herein as the Forestar Commercial Parcels, which it intends to sell to a third-party commercial developer who will be assigned to develop the Forestar Commercial Parcels. RHOF retained a minority portion of the property and will develop a portion of the commercial property located on Highway 290, also referred to herein as the RHOF Commercial Parcels, within the District. Sky Village Kimbro no longer owns any of the land within the District.

The Development is being developed by the Developer as a long-term development to consist of residential and commercial land use. See "THE DEVELOPER — History and Financing of the District." In addition, the Development will include park(s) and open space areas for its residents, and others, to enjoy. This combination will provide its residents a community environment in which to live. Furthermore, the Development is located within Manor ISD.

**Development Plan**

The District is expected to include five residential phases of development with some additional commercial development. Future residential phases and the commercial development will all be included in the Future Improvement Areas of the District. See "APPENDIX C — Form of 2024 Amended and Restated Service and Assessment Plan."

*Development in Improvement Area #1 and Improvement Area #2*. Development in the District began in 2020 with the development of (i) the Improvement Area #1 Improvements, which includes the public infrastructure benefitting only Improvement Area #1, (ii) the Improvement Area #2 Improvements, which includes the public infrastructure benefitting only Improvement Area #2, and (iii) certain Major Improvements. The Developer completed construction of the Improvement Area #1 Improvements in March of 2021 and completed construction of the Improvement Area #2 Improvements in February of 2022. The City issued the Improvement Area #1-2 Bonds in the principal amount of $7,305,000 in 2021 to finance the costs of the Improvement Area #1-2 Projects. As of March 1, 2024, the outstanding principal amount of the Improvement Area #1-2 Bonds is $7,000,000.

Improvement Area #1 contains 264 lots. Home construction has commenced in Improvement Area #1 and the Developer has sold all of the lots in Improvement Area #1, with Continental Homes owning 3 lots and 261 lots being sold to end users.

Improvement Area #2 contains 251 lots. Home construction has commenced in Improvement Area #2, and the Developer owns 16 lots, Richmond American Homes of Texas, Inc., a Colorado corporation, owns 75 lots, Continental Homes owns 21 lots, Brightland Homes owns one lot, and Chesmar Homes, LLC, a Texas limited liability company ("Chesmar Homes") owns one lot, and 137 lots have been sold to end users.

*Development in Improvement Area #3*. The Developer began construction of Improvement Area #3, consisting of Authorized Improvements benefitting only Improvement Area #3, in June of 2021, and completed construction of the Improvement Area #3 Improvements in April of 2023. The City issued its Improvement Area #3 Bonds in the aggregate principal amount of $4,280,000. As of March 1, 2024, the outstanding principal amount of the Improvement Area #3 Bonds is $4,280,000.

Improvement Area #3 contains 285 single-family lots and 106 medium-density condominium units. Home construction has commenced in Improvement Area #3, and the homebuilders in Improvement Area #3 include Continental Homes, Brightland Homes, and Chesmar Homes. GG B2R Pecan Carillon, LP, a Texas limited partnership, owns the 106 condominium units and has engaged the Developer to construct the condominium units pursuant to a guaranteed maximum price contract. See "— Status of Lot Purchase Contracts" below for more information on the status of purchase and sale agreements and home construction in Improvement Area #3.

*Development in Improvement Area #4*. The Developer began construction of the Improvement Area #4 Improvements, consisting of Authorized Improvements benefitting only Improvement Area #4, in March of 2022, and the Developer currently anticipates completing construction of the Improvement Area #4 Improvements in November of 2024.

*Major Improvements*. The Major Improvements include Phase 1 of the Wastewater Treatment Plant, roadway improvements (including the MAD4 Roadway), right-of-way acquisition and soft costs to serve the entire District. Construction of Phase 1 of the Wastewater Treatment Plant was completed in December 2021. Construction on the remaining Major Improvements, including the initial segment of the MAD4 Roadway, began in January of 2021 and was completed and accepted by the City in August of 2021. The total costs of the Major Improvements were $9,525,302.

Pursuant to the Development Agreement, the City will commence construction on "Phase 2" of the Wastewater Treatment Plant once Phase 1 reaches sixty-five percent (65%) capacity. Phase 2 of the Wastewater Treatment Plant will not be financed through the District, but rather the costs of Phase 2 of the Wastewater Treatment Plant will be financed by the Developer, which costs will be eligible for reimbursement from (i) TIRZ Revenues, if certain criteria under the TIRZ Project and Finance Plan are met, and (ii) Impact Fee rebates. See "TIRZ Project and Finance Plan" below.

*Improvement Area #4 Improvements*. The Improvement Area #4 Improvements include water, wastewater, drainage, roadway, and soft costs necessary to serve Improvement Area #4. The costs of the Improvement Area #4 Improvements are expected to be approximately $13,905,883* (excluding Bond Issuance Costs and District Formation Expenses). Improvement Area #4 is expected to contain 456 single-family lots. The Developer has completed 261 of the lots in Improvement Area #4. As of March 6, 2024, the Developer has spent $14,047,569 toward the construction

* Preliminary, subject to change.

of the Improvement Area #4 Improvements. Home construction in Improvement Area #4 commenced in March of 2024.

The Developer's current expectations regarding estimated home and lot prices and lot absorption in Improvement Area #4 and Future Improvement Areas of the District are as follows:

**Lot and Home Prices and Absorption in Improvement Area #4**

| Approximate Lot Width (Sq. Ft.) | Quantity | Estimated Base Lot Price[1] | Estimated Average Base Home Price[2] | Absorption Period of Lots | Projected Absorption Period of Homes to Homeowners[3] |
|---|---|---|---|---|---|
| 50' | 313 | $82,680 | $413,400 | Completed | Q2 2024 |
| 55' | 41 | 90,948 | 454,740 | Completed | Q2 2024 |
| 60' | 102 | 99,216 | 496,080 | Completed | Q1 2025 |
| ***Subtotal*** | ***456*** | | | | |

(1) Based on actual base lot prices from the Lot Purchase Contracts. The base lot price for lots having a designated fifty percent (50%) impervious cover limit under applicable law is $62,500. The base lot price for lots having a designated forty percent (40%) impervious cover limit under applicable law is $60,000 per lot. Does not include additional fees to be paid by the Developer.

(2) The Average Base Home Prices are provided by the Developer. Home prices in the Appraisal may differ.

(3) The expected final sale date of homes to homeowners – please confirm these dates which does not include any lots reserved for model homes. Based on projections provided by Developer and subject to change.

**Lot and Home Prices and Absorption in the Undeveloped Area within the District**

| Product Type | Quantity | Estimated Improved Land Value Per Unit[1] | Estimated Average Assessed Value Per Unit[2] | Projected Absorption Period of Lots[3] | Projected Absorption Period of Homes to Homeowners[4] |
|---|---|---|---|---|---|
| *Phase 5* | | | | | |
| Condo | 298 | $60,000 | $300,000 | Q1 2026 | Q3 2026 |

(1) Based on projections, assuming 2% inflation, provided by Developer and subject to change. Does not include additional fees to be paid by the Developer.

(2) Based on projections, assuming 2% inflation, provided by Developer and subject to change. The 2024 Amended and Restated Service and Assessment Plan estimated buildout value for the undeveloped area within the District does not take into account inflation. Home prices in the Appraisal may differ.

(3) The expected completion date of Lots. Based on projections provided by Developer and subject to change.

(4) The expected final sale date of homes to homeowners which does not include any lots reserved for model homes. Based on projections provided by Developer and subject to change.

**Status of Lot Purchase Contracts**

*Improvement Area #3*. The Developer has executed four lot purchase and sale contracts with Continental Homes for the sale of an aggregate of 158 single-family lots within Improvement Area #3. As of December 31, 2023, Continental Homes owned 108 lots in Improvement Area #3.

The Developer has executed a lot purchase and sale contract with Brightland Homes for the sale of 67 single-family lots within Improvement Area #3. As of December 1, 2023, Brightland Homes owned 60 lots in Improvement Area #3.

The Developer has executed a lot purchase and sale contract with Chesmar Homes for the sale of 44 single-family lots within Improvement Area #3. As of December 1, 2023, Chesmar Homes owned 37 lots in Improvement Area #3.

*Improvement Area #4*. Improvement Area #4 is expected to contain 456 single-family lots in total. As of March 6, 2024, the Developer has completed 261 single-family lots in Improvement Area #4.

The Developer has executed the Continental Lot Purchase Contract with Continental Homes for the sale of 140 single-family lots within Improvement Area #4. Continental Homes has completed the purchase of 30 lots subject to Continental Lot Purchase Contract.

The Developer has executed the Brightland Lot Purchase Contract with Brightland Homes for the sale of 119 single-family lots within Improvement Area #4. Brightland Homes has completed the purchase of 20 lots subject to the Brightland Lot Purchase Contract.

**Status of Single-Family Lot and Home Construction and Condominium Lot and Condominium Construction in Improvement Areas #1-3**

| IA# | Lot Size | Total No. of Lots | Total Builder Contracted Lots | Completed Lots | Lots Closed With Builders | Homes Under Construction | Completed Homes Not Sold to Residents | Homes Under Contract or Sold to Residents |
|---|---|---|---|---|---|---|---|---|
| 1 | 50’ | 264 | 264 | 264 | 264 | 0 | 3 | 261 |
| 2 | 50’ | 176 | 160 | 160 | 160 | 0 | 0 | 93 |
| 2 | 55’ | 75 | 75 | 44 | 75 | 0 | 0 | 44 |
| 3 | 50’ | 176 | 160 | 51 | 160 | 16 | 4 | 47 |
| 3 | 55’ | 49 | 48 | 11 | 48 | 0 | 6 | 5 |
| 3 | 60’ | 60 | 12 | 7 | 12 | 0 | 0 | 7 |
| 3 | Condo | 106 | 106 | 0 | 106 | 0 | 0 | 0 |

**Commercial Development**

RHOF expects to develop the RHOF Commercial Parcels in the Development once a substantial amount of the homes in the District are complete. The Forestar Commercial Parcels will be sold and assigned to a commercial developer at a later date for the development of the Forestar Commercial Parcels.

**Parkland Dedication**

Pursuant to the Development Agreement, the Developer must dedicate the parkland and open space to the City, which dedication includes approximately 33.7 acres as parkland and approximately 183.7 acres of open space (which open space includes flood plain) for a total of 217.4 acres, together with 7.82 acres of land that was previously conveyed to the City by Developer, for a total of 225.22 acres. The Developer will also construct parkland improvements (the “Parkland Improvements”) in the Parkland and Open Space to include pedestrian trails, trailheads, shade structures, seating, and recreational playing field(s). Such improvements will be paid for by the Developer and are anticipated to cost approximately $2,200,000. To date, the City’s community park has been constructed and includes a playscape, open fields, pavilion, hammocks and enhanced landscaping. Additional trail systems have also been constructed along the Development’s flood plain. ). Such improvements will be paid for by the Developer and are anticipated to cost approximately $935,000 See “THE DEVELOPMENT — Development Plan.”

**HOA Amenities**

Forestar has agreed to construct the "HOA Amenities," expected to consist of, among other things, a swimming pool, pool house, and playground (collectively, the "Amenity Center"). Forestar completed construction of the Amenity Center in January of 2024. The Amenity Center will be available to all single-family residents. All of the HOA Amenities will be owned, operated and maintained by the Homeowners' Association.

**Development Agreement**

The City, Sky Village Kimbro and RHOF entered into the Development Agreement (Manor Heights) effective November 7, 2018, as amended by the First Amendment to Development Agreement effective November 6, 2019 and the Second Amendment to the Development Agreement effective October 21, 2020. After Forestar acquired the residential parcels, Sky Village Kimbro and RHOF assigned all of their rights under the Development Agreement (save and except the RHOF Commercial Parcels) to Forestar on October 31, 2019. Thereafter, the City and Forestar entered into the Third Amendment to the Development Agreement (Manor Heights) effective June 15, 2022, and the Fourth Amendment to Development Agreement (Manor Heights) on October 2, 2023. The Development Agreement expresses the City's intent to reimburse the Developer for the cost of constructing the Authorized Improvements and establishing the development standards for the property. Additionally, the Development Agreement established a maximum assessment per lot that is equal to the lesser of (i) the assessment amount calculated in the 2024 Amended and Restated Service and Assessment Plan and (ii) an assessment that produces an average Annual Installment resulting in the maximum equivalent tax rate for each lot classification identified in the 2024 Amended and Restated Service and Assessment Plan equal $0.33 per $100 of estimated buildout value.

*Wastewater Treatment Plant*. The Major Improvements include the cost of "Phase 1" (the "Wastewater Treatment Plant"). Pursuant to the Development Agreement, the City agreed to construct, and the Developer agreed to finance and pay for the costs of, the Wastewater Treatment Plant. A portion of the proceeds of the Improvement Area #1-2 Bonds and the Series 2021 MIA Bonds were to be used to reimburse the Developer for the costs of Phase 1 of the Wastewater Treatment Plant. Phase 1 of the Wastewater Treatment Plant was completed in December of 2021. Pursuant to the Development Agreement, the City will commence construction on "Phase 2" of the Wastewater Treatment Plant once Phase 1 reaches sixty-five percent (65%) capacity. See "THE DEVELOPMENT — Development Agreement — Wastewater Treatment Plant" and "THE DEVELOPER — History and Financing of the District."

*MAD4 Roadway*. The Major Improvements include the costs of the MAD4 Roadway, commencing at the current termination of Old Kimbro Road and terminating at the northern boundary line of the District. The Developer commenced construction of the initial segment of the MAD4 Roadway in January of 2021, which was completed and accepted by the City in August of 2021. See "THE DEVELOPMENT — Development Plan" and "THE DEVELOPER — History and Financing of the District."

*Impact Fee Rebates*. Pursuant to the Development Agreement, the City has agreed to make rebate payments to the Developer for the cost of certain water lines necessary for the City to service the property (the "Water Line Project") in an amount equal to fifty percent (50%) of the water impact fees paid to the City for connections to the City water utility system within the property. The water impact fee rebates will terminate on the earlier to occur of: (i) twelve (12) years from the date on which the first water impact fee is paid for a connection to the City water utility system within the property; (ii) Developer receiving water impact fee rebates equal to the actual costs of the Water Line Project; or (iii) the expiration of the Development Agreement.

The City has agreed to make rebate payments to the Developer for the cost of certain wastewater lines necessary for the City to service the property (the "Wastewater Line Project") and certain off-site wastewater improvements (including the Wastewater Treatment Plant) (the "Off-Site Wastewater Improvements") in an amount equal to one hundred percent (100%) of the wastewater impact fees paid to the City for connections to the City wastewater utility system within the property. The wastewater impact fee rebates will terminate on the earlier to occur of: (i) twelve (12) years from the date on which the first wastewater impact fee is paid for a connection to the City wastewater utility system within the property; (ii) Developer receiving wastewater impact fee rebates equal to the actual costs of the Wastewater Line Project and any of the Off Site Wastewater Improvements not paid for by the TIRZ; or (iii) the expiration of the Development Agreement.

**The Financing and Reimbursement Agreement**

On April 21, 2021, the City and the Developer entered into the Financing and Reimbursement Agreement, which provides, in part, for the issuance and sale of PID Bonds (as defined in the Financing and Reimbursement Agreement), including the Bonds, and the reimbursement of the Developer from the proceeds thereof for funds advanced by the Developer to pay the Actual Costs of Authorized Improvements within the District, and other matters related thereto. RHOF and Continental Homes, as Landowners consented to the Financing and Reimbursement Agreement. See "APPENDIX F - Financing and Reimbursement Agreement."

**The Improvement Area #4 Reimbursement Agreement**

In furtherance of the City's intent to reimburse the Developer for the Actual Costs of the Improvement Area #4 Improvements, the City and the Developer entered into the IA #4 Reimbursement Agreement. The City's obligations under the IA #4 Reimbursement Agreement are payable solely from the Assessments levied on the Assessed Property. The Bonds are being issued, among other things, to satisfy the City's obligations under the IA #4 Reimbursement Agreement to reimburse the Developer for the Actual Costs of Improvement Area #4 Improvements already constructed and to finance the remainder of the Actual Costs of the Improvement Area #4 Improvements. See "APPENDIX G — Improvement Area #4 Reimbursement Agreement."

**TIRZ Project and Finance Plan**

In return for the Developer's commitment to build homes with an average sales price of $287,000 for single-family homes (the "Home Price Requirement") and an average sales price of $200,000 for condominiums (the "Condo Price Requirement"), the City created the TIRZ to fund the costs of the TIRZ Improvements. The TIRZ was created over the same property located within the District. The City has agreed to deposit into the TIRZ fund for each year of the duration of the TIRZ an amount equal to thirty and one-half percent (30.5%) per $100 of the captured appraised value levied and collected in the TIRZ.

Under the TIRZ Project and Finance Plan, the Developer is entitled to TIRZ Revenues on April 15 of each year until the earlier of (i) 25 years beginning on the second April 15th following the creation of the TIRZ, (ii) the Maximum Contribution ($19,168,820) has been paid to the Developer, or (iii) the Owner has been paid an amount equal to the cost of the TIRZ Improvements including seven percent (7.0%) simple interest accrued on unreimbursed amounts for the cost of the TIRZ Improvements.

On or about April 1 of each year, the City will calculate the average sales price of homes (the "Project Home Price") and condominiums (the "Project Condo Price") completed in the TIRZ during the prior two (2) calendar years. The Developer will cause homebuilders in the TIRZ to supply the City with the sales price of every home sold within the TIRZ. The City will calculate the City TIRZ contribution percentage for all homes and condominiums completed two (2) calendar years prior according to the methodology provided below.

(i) if the Project Home Price or the Project Condo Price equals or exceeds the Home Price Requirement or the Condo Price Requirement, respectively, as updated annually, the City will contribute 30.5% of its incremental ad valorem taxes; and

(ii) if the Project Home Price or the Project Condo Price is 10% or more below the Home Price Requirement or the Condo Price Requirement, respectively, the City will contribute 0% of its incremental ad valorem taxes; and

(iii) if the Project Home Price or the Project Condo Price is less than 10% below the Home Price Requirement or the Condo Price Requirement, respectively, the City will contribute an amount equal to the following formula:

30.5% x ((Project Home Price Home Price Requirement — 90%) ÷ 10%) or

30.5% x ((Project Condo Price ± Condo Price Requirement — 90%) ÷ 10%).

The single-family home prices provided under the Lot Purchase Contracts result in an average sales price greater than $287,000 for single-family homes. The Developer expects that future condominium prices will result in

an average sale price greater than $200,000 for condominiums. There are no assurances that the Developer will meet the criteria under the TIRZ Project and Finance Plan to be eligible to receive reimbursement for the TIRZ Improvements. T**he TIRZ Revenues are not security for the Bonds**.

**Post-Closing Agreement**

The builders entered into a Post-Closing Agreement (the "Post-Closing Agreement") with the Developer agreeing to: (i) comply with reporting requirements and obligations under the Continuing Disclosure Agreement of Developer; (ii) comply with the Homebuyer Disclosure Program; (iii) not interfere with the operation of the District and/or TIRZ; and (iv) indemnify, defend, and hold harmless Developer, its successors, assigns, and designees. See "APPENDIX E-2 — Form of Disclosure Agreement of Developer."

**Zoning/Permitting**

The District is currently zoned under the PUD Ordinance adopted by the City Council on December 10, 2019. The PUD Ordinance allows certain residential uses and establishes guidelines pertaining to purpose, height, area and setbacks. Because the District lies within the city limits of the City, the City's zoning and subdivision regulations control the aspects of development not specifically set forth in the PUD Ordinance. Improvement Area #4 of the District is zoned as PUD.

**Education**

The District is located entirely within Manor ISD. The land plan for the Development does not include a school site; however, Presidential Meadows Elementary School is located approximately one mile from the Development, and Manor Middle School and Manor High School are both located approximately three miles from the Development.

Presidential Meadows Elementary School is rated 4 out of 10 (below average), while Manor Middle School and Manor High School are rated 2 out of 10 (below average) by GreatSchools.org. According to the Texas Education Agency 2021-2022 annual school report cards, Presidential Meadows Elementary School was rated "C"; Manor Middle School was Not Rated; and Manor High School was rated "C". The 2022-2023 annual school report cards are not yet available. The categories for public school districts and public schools are A, B, C or Not Rated (meaning it received a score below 70 out of 100).

**Environmental**

*Site Evaluation*. The Developer has performed a Phase I environmental study; however, the Developer's policy considers this environmental report to be confidential in nature. While this report is confidential, all recommendations have been followed or resolved.

*Endangered Species*. According to the website for the United States Fish and Wildlife Service, the golden cheeked warbler, whooping crane, and several species of arachnids, amphibians, and insects are considered endangered species in the County. The Developer is not aware of any endangered species located on District property.

**Existing Mineral Rights**

There are certain mineral rights reservations located within the District that are not owned by the Developer. There may also be additional mineral rights and related real property rights reflected in the chain of title for the real property within the District recorded in the real property records of the County. However, the Developer is not aware of any ongoing or expected mineral rights development or exploration in or adjacent to the District. The City Council has also adopted an ordinance regulating drilling within the corporate limits of the City, which may restrict the development of such rights.

Although the Developer does not expect the above-described mineral rights, or the exercise of such rights or any other mineral rights or related property rights in or around the District, to have a material adverse effect on the property within the District or the ability of landowners within the District to pay Assessments, the Developer makes no guarantee as to such expectation. See "BONDHOLDERS' RISKS — Exercise of Mineral Rights."

**Final Geotechnical Exploration**

Geotechnical exploration reports covering the property in the District (the "Geotechs") were completed in September of 2017, May of 2018, August of 2019, and on November 2, 2020. The Geotechs made several recommendations regarding subgrade and foundation soil preparation, lime stabilized subgrade, base course, surface course, and general conditions. The Developer has followed all such recommendations.

**Utilities**

*Water and Wastewater*. The City will provide both water and wastewater service to the Development. The City also owns various facilities including storage and pump facilities, water distribution and sewage collection lines, meters, valves, and other facilities necessary to provide water and sewer service to its customers. The City's water distribution system and wastewater collection and treatment system currently have sufficient capacity to provide water and wastewater service to the Development. See "THE DEVELOPMENT — Development Plan — Major Improvements."

*Additional Utilities*. Additional utilities are provided by: Bluebonnet Electrical, Si Energy, Spectrum, and AT&T.

**Photographs of the District/Development**

[INSERT PHOTOGRAPHS]

## THE DEVELOPER

*The following information has been provided by the Developer. Certain of the following information is beyond the direct knowledge of the City, the City's Financial Advisor and the Underwriter, and none of the City, the City's Financial Advisor or the Underwriter have any way of guaranteeing the accuracy of such information. See "SOURCES OF INFORMATION – Sources of Information" herein.*

**General**

In general, the activities of a developer in a development such as the District include purchasing the land, designing the subdivision, including the utilities and streets to be installed and any community facilities to be built, defining a marketing program and building schedule, securing necessary governmental approvals and permits for development, arranging for the construction of roads and the installation of utilities (including, in some cases, water, sewer, and drainage facilities, as well as telephone and electric service) and selling improved lots and commercial reserves to builders, developers, or other third parties. The relative success or failure of a developer to perform such activities within a development may have a material effect on the security of the revenue bonds, such as the Bonds, issued by a public improvement district. A developer is generally under no obligation to a public improvement district, such as the District, to develop the property which it owns in a development. Furthermore, there is no restriction on the developer's right to sell any or all of the land which the developer owns within a development. In addition, a developer is ordinarily the major tax and assessment payer within a district during its development.

**Description of the Developer**

Forestar is a wholly owned subsidiary of Forestar Group. Forestar Group, a majority owned subsidiary of D.R. Horton. Both Forestar Group's (under the symbol FOR) and D.R. Horton's (under the symbol DHI) common stock trades on the New York Stock Exchange. Forestar Group and D.R. Horton are subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and in accordance therewith files reports, proxy statements, and other information with the SEC. Such filings, particularly Forestar Group's and D.R. Horton's annual and quarterly reports filed on Form 10-K and quarterly reports on Form 10-Q set forth certain data relative to the consolidated results of operations and financial position of D.R. Horton, Forestar Group and their subsidiaries as of such date. The SEC maintains an internet website that contains reports, proxy and informational statements and other information regarding registrants that file electronically with the SEC, including Forestar Group and D.R. Horton. The address of such internet website is http://www.sec.gov. All documents subsequently filed by

Forestar Group and D.R. Horton pursuant to the requirements of the Exchange Act after the date of this Limited Offering Memorandum will be available for inspection in such manner as the SEC prescribes.

In addition, Forestar Group makes available on its website, https://www.forestar.com/home/default.aspx, its annual reports on Form 10-K, quarterly reports on Form 10-Q and current reports from Form 8-K (and any amendments to those reports) filed pursuant to Section 13(a) or 15(d) of the Exchange Act, as soon as practicable after they have been electronically filed with the SEC as well as other financial institutions. Unless otherwise specified, information contained on Forestar Group's website, available by hyperlink from Forestar Group's website or on the SEC's website, is not incorporated into this Limited Offering Memorandum.

Forestar's ability to make full and timely payments of Assessments or taxes will directly affect the City's ability to meet its obligation to make payments on the Bonds. See "BONDHOLDERS' RISKS — Dependence Upon Developer and Homebuilders."

**Description of Past and Current Projects of Forestar Group**

The following is a brief sampling of past and current development projects of Forestar and its related entities in Central Texas:

| Name | Location | No. of Lots | Status of Development |
|---|---|---|---|
| Millbrook | San Marcos | 350 | Completed |
| Creekside | New Braunfels | 233 | Completed |
| Cobalt Canyon | St. Hedwig | 223 | Completed |
| Stolte | San Antonio ETJ | 650 | Under Development |
| Applewood | San Antonio ETJ | 740 | Under Development |
| Elizondo | St. Hedwig | 1,111 | Under Development |
| Wildhorse | Austin | 1500 | Under Development |

**History and Financing of the District**

*The Property Acquisition*. By deed dated, October 31, 2019, the Developer acquired a majority portion of the Forestar Parcels from Sky Village Kimbro and RHOF and was assigned to develop all of the residential property in the District. RHOF retained a minority portion of the property for commercial development and will develop the RHOF Commercial Parcels within the District. Sky Village Kimbro no longer owns any of the land within the District. The Forestar Parcels also include the Forestar Commercial Parcels consisting of neighborhood commercial property within the District, which the Developer intends to sell to a third-party commercial developer. The Developer is a wholly owned subsidiary of Forestar Group, a publicly traded residential lot development company. Forestar Group is a majority-owned subsidiary of D.R. Horton.

*Acquisition and Development Financing*. The Developer purchased the Forestar Parcels within the District on November 6, 2019, for approximately $11,800,000. The Developer's acquisition was made on a cash basis and no third-party financing was used to acquire or has been used to subsequently develop the property within the District. The Developer will fund the HOA Amenities and the Parkland Improvements on a cash basis as well. Thus, there are currently no liens on the property within the District which were incurred by the Developer, and the Developer does not currently anticipate incurring any liens on the property within the District for as long as the Developer owns such property (with the exception of the liens for the Assessments and the Major Improvement Area Assessments). The PID Act provides that the Assessment Lien is a first and prior lien against the assessed property within the District and is superior to all other liens and claims except liens or claims for State, county, school district, or municipality ad valorem taxes.

*Fiscal Security*. The Developer has posted a payment and performance bond for the benefit of the City, in an amount of 120% of the estimated costs to complete the MAD4 Roadway. Additionally, to assure that the MAD4 Roadway is timely completed and that funding is available to complete the roadway, the City and the Developer have entered into a completion agreement (the "MAD4 Roadway Completion Agreement"). See "THE DEVELOPMENT

— Development Plan — Major Improvements." Pursuant to the MAD4 Roadway Completion Agreement, within ten (10) business days after written request of the City, Developer must provide evidence to the City that sufficient funds are available to the Developer to fund the completion of the MAD4 Roadway in a manner sufficient to the MAD4 Roadway Completion Agreement. See "THE DEVELOPMENT – The Development Agreement – MAD4 Roadway."

*Wastewater Treatment Plant*. The Developer completed Phase 1 of the Wastewater Treatment Plant and has secured payment and performance bonds for Phase 2 of the Wastewater Treatment Plant. See "THE DEVELOPMENT – Development Agreement – Wastewater Treatment Plant."

## THE ADMINISTRATOR

*The following information has been provided by P3Works, LLC, as the "Administrator". Certain of the following information is beyond the direct knowledge of the City and the Underwriter, and neither the City nor the Underwriter have any way of guaranteeing the accuracy of such information.*

The City has selected P3Works, LLC as the initial Administrator. The City has entered into an agreement with the Administrator to provide specialized services related to the administration of the District needed to support the issuance of the Bonds. The Administrator will primarily be responsible for preparing the annual update to the 2024 Amended and Restated Service and Assessment Plan. The Administrator is a consulting firm focused on providing district services relating to the formation and administration of public improvement districts, and has offices in Austin, Texas and North Richland Hills, Texas. The Administrator's duties will include:

- Preparation of the annual update to the 2024 Amended and Restated Service and Assessment Plan
- Preparation of assessment rolls for County billing and collection
- Establishing and maintaining a database of all County Parcel IDs within the District
- Trust account analysis and reconciliation
- Property owner inquires
- Determination of prepayment amounts
- Preparation and review of disclosure notices with Dissemination Agent
- Review of Developer draw requests for reimbursement of Authorized Improvement costs.

## APPRAISAL OF PROPERTY WITHIN IMPROVEMENT AREA #4

### The Appraisal

*General*. The AEGIS Group, Inc. (the "Appraiser") prepared an appraisal report for the City and the Underwriter dated as February 29, 2024, based upon a physical inspection of the District conducted on February 29, 2024 (the "Appraisal"). The Appraisal was prepared at the request of the City and the Underwriter. The description herein of the Appraisal is intended to be a brief summary only of the Appraisal as it relates to the District. The Appraisal is attached hereto as APPENDIX H and should be read in its entirety. The conclusions reached in the Appraisal are subject to certain assumptions, hypothetical conditions and qualifications, which are set forth therein. See "APPENDIX H — Appraisal."

*Value Estimates*. The Appraiser appraised the land within Improvement Area #4 on an "As Vacant" basis for the 456 finished single-family lots. The Appraisal is subject to the hypothetical condition as of the Date of Value that Improvement Area #4 has 456 single-family residential lots developed by Developer. Since completing the lots, the Developer sold 259 of the lots to two homebuilders. As such, as of March 31, 2024, the Developer does not own all 456 lots in Improvement Area #4 of the District.

The "As Vacant" market value of Improvement Area #4, using the methodologies described in the Appraisal and subject to the limiting conditions and assumptions set forth in the Appraisal as of the Date of Value, is $41,600,000. See "APPENDIX H — Appraisal."

**None of the Underwriter, the Developer, the Financial Advisor or the City make any representations as to the accuracy, completeness, assumptions or information contained in the Appraisal. The assumptions or qualifications with respect to the Appraisal are contained therein. There can be no assurance that any such**

**assumptions will be realized, and the Developer, the City, the Financial Advisor and the Underwriter make no representation as to the reasonableness of such assumptions.**

**Prospective investors should read the complete Appraisal in order to make an informed decision regarding any contemplated purchase of the Bonds. The complete Appraisal is attached hereto as APPENDIX H.**

## BONDHOLDERS' RISKS

***Before purchasing any of the Bonds, prospective investors and their professional advisors should carefully consider all of the risk factors described below which may create possibilities wherein interest may not be paid when due or that the Bonds may not be paid at maturity or otherwise as scheduled, or, if paid, without premium, if applicable. The following risk factors (which are not intended to be an exhaustive listing of all possible risks associated with an investment in the Bonds) should be carefully considered prior to purchasing any of the Bonds. Moreover, the order of presentation of the risks summarized below does not necessarily reflect the significance of such investment risks.***

**THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE CITY AND ARE PAYABLE SOLELY FROM THE SOURCES IDENTIFIED IN THE INDENTURE. THE OWNERS OF THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF MONEY RAISED OR TO BE RAISED BY TAXATION, OR OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. NO OWNER OF THE BONDS SHALL HAVE THE RIGHT TO DEMAND ANY EXERCISE OF THE CITY'S TAXING POWER TO PAY THE PRINCIPAL OF THE BONDS OR THE INTEREST OR REDEMPTION PREMIUM, IF ANY, THEREON. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE.**

### General

The ability of the City to pay debt service on the Bonds as due is subject to various factors that are beyond the City's control. These factors include, among others, (a) the ability or willingness of property owners within Improvement Area #4 to pay Assessments levied by the City, (b) cash flow delays associated with the institution of foreclosure and enforcement proceedings against property within Improvement Area #4, (c) general and local economic conditions which may impact real property values, the ability to liquidate real property holdings and the overall value of real property development projects, and (d) general economic conditions which may impact the general ability to market and sell the property within the District, it being understood that poor economic conditions within the City, State and region may slow the assumed pace of sales of such property.

The rate of development of the property in the District is directly related to the vitality of the residential housing industry. In the event that the sale of the lands within the District, including Improvement Area #4, should proceed more slowly than expected and the Developer is unable to pay the Assessments, only the value of the Assessed Property, with improvements, will be available for payment of the debt service on the Bonds, and such value can only be realized through the foreclosure or expeditious liquidation of the lands within Improvement Area #4. There is no assurance that the value of such lands will be sufficient for that purpose and the expeditious liquidation of real property through foreclosure or similar means is generally considered to yield sales proceeds in a lesser sum than might otherwise be received through the orderly marketing of such real property.

The Underwriter is not obligated to make a market in or repurchase any of the Bonds, and no representation is made by the Underwriter, the City or the City's Financial Advisor that a market for the Bonds will develop and be maintained in the future. If a market does develop, no assurance can be given regarding future price maintenance of the Bonds.

The City has not applied for or received a rating on the Bonds. The absence of a rating could affect the future marketability of the Bonds. There is no assurance that a secondary market for the Bonds will develop or that holders who desire to sell their Bonds prior to the stated maturity will be able to do so.

**Deemed Representations and Acknowledgment by Purchasers**

Each purchaser of the Bonds (each a "Purchaser") will be deemed to have acknowledged and represented to the City the matters set forth under the heading "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS" which include among others a representation and acknowledgment that the purchase of the Bonds involves investment risks, certain of which are set forth under this heading "BONDHOLDERS' RISKS" and elsewhere herein, and such Purchaser, either alone or with its purchaser representative(s) (as defined in Rule 501(h) of Regulation D under the Securities Act of 1933), has sophisticated knowledge and experience in financial and business matters and the capacity to evaluate such risks in making an informed investment decision to purchase the Bonds, and the Purchaser can afford a complete loss of its investment in the Bonds.

**Risk from Weather Events**

All of the State, including the area in which the Development is located, is subject to extreme weather events that can cause loss of life and damage to property through strong winds, flooding, heavy rains, and freezes, including events similar to the severe winter storm that the continental United States experienced in February 2021, which resulted in the disruptions in the Electric Reliability Council of Texas power grid and prolonged blackouts throughout the State. It is impossible to predict whether similar events will occur in the future and the impact they may have on the Development.

**Failure or Inability to Complete Proposed Development**

Proposed development within the District (including the foregoing) may be affected by changes in general economic conditions, fluctuations in the real estate market and interest rates, changes in the income tax treatment of real property ownership, unexpected increases in development costs and other similar factors as well as availability of utilities and the development or existence of environmental concerns with such land. See "Availability of Utilities" and "Hazardous Substances" below. Land development within the District could also be affected adversely by changes in governmental policies, including, but not limited to, governmental policies to restrict or control development. (Any approvals needed in the future for the Development must come from the City.) There can be no assurances that other similar projects will not be developed in the future or that existing projects will not be upgraded or otherwise able to compete with the Development. A slowdown of the development process and the related absorption rate within the Development because of any or all of the foregoing could affect adversely land values. THE TIMELY PAYMENT OF THE BONDS DEPENDS UPON THE WILLINGNESS AND ABILITY OF THE DEVELOPER AND ANY SUBSEQUENT OWNERS TO PAY THE ASSESSMENTS WHEN DUE. ANY OR ALL OF THE FOREGOING COULD REDUCE THE WILLINGNESS AND THE ABILITY OF SUCH OWNERS TO PAY THE ASSESSMENTS AND COULD GREATLY REDUCE THE VALUE OF PROPERTY WITHIN IMPROVEMENT AREA #4 IN THE EVENT SUCH PROPERTY HAS TO BE FORECLOSED. In that event, there could be a default in the payment of the Bonds.

**Completion of Homes**

The cost and time for completion of homes by the Developer is uncertain and may be affected by changes in national, regional and local and economic conditions; changes in long and short term interest rates; changes in the climate for real estate purchases; changes in demand for or supply of competing properties; changes in local, regional and national market and economic conditions; unanticipated development costs, market preferences and architectural trends; unforeseen environmental risks and controls; the adverse use of adjacent and neighboring real estate; changes in interest rates and the availability of mortgage funds to buyers of the homes yet to be built in the Development, which may render the sale of such homes difficult or unattractive; acts of war, terrorism or other political instability; delays or inability to obtain governmental approvals; changes in laws; moratorium; force majeure (which may result in uninsured losses); strikes; labor shortages; energy shortages; material shortages; inflation; adverse weather conditions; subcontractor defaults; and other unknown contingencies and factors beyond the control of the Developer.

**Absorption Rate**

There can be no assurance that the Developer will be able to achieve its anticipated absorption rates. Failure to achieve the absorption rate estimates will adversely affect the estimated value of the Development, could impair the economic viability of the Development and could reduce the ability or desire of property owners to pay the Assessments.

**Assessment Limitations**

Annual Installments of Assessments are billed to property owners in Improvement Area #4 of the District. Annual Installments are due and payable, and bear the same penalties and interest for non-payment, as for ad valorem taxes as set forth under "ASSESSMENT PROCEDURES" herein. Additionally, Annual Installments established by the 2024 Amended and Restated Service and Assessment Plan correspond in number and proportionate amount to the number of installments and principal amounts of the Bonds maturing in each year, Annual Collection Costs, and the Additional Interest. See "ASSESSMENT PROCEDURES" herein. The unwillingness or inability of a property owner to pay regular property tax bills as evidenced by property tax delinquencies may also indicate an unwillingness or inability to make regular property tax payments and Annual Installments of Assessment payments in the future.

In order to pay debt service on the Bonds, it is necessary that Annual Installments are paid in a timely manner. Due to the lack of predictability in the collection of Annual Installments in Improvement Area #4 of the District, the City has established a Reserve Account in the Reserve Fund, to be funded from the proceeds of the Bonds, to cover delinquencies. The Annual Installments are secured by the Assessment Lien. However, there can be no assurance that foreclosure proceedings will occur in a timely manner so as to avoid depletion of the Reserve Account and delay in payments of debt service on the Bonds. See "BONDHOLDERS' RISKS — Bondholders' Remedies and Bankruptcy" herein.

Upon an ad valorem tax lien foreclosure event of a property within Improvement Area #4 of the District, any Assessment that is also delinquent will be foreclosed upon in the same manner as the ad valorem tax lien (assuming all necessary conditions and procedures for foreclosure are duly satisfied). To the extent that a foreclosure sale results in insufficient funds to pay in full both the delinquent ad valorem taxes and the delinquent Assessments, the liens securing such delinquent ad valorem taxes and delinquent Assessments would likely be extinguished. Any remaining unpaid balance of the delinquent Assessments would then be an unsecured personal liability of the original property owner.

Based upon the language of Texas Local Government Code, § 372.017(b), case law relating to other types of assessment liens and opinions of the Texas Attorney General, the Assessment Lien as it relates to installment payments that are not yet due should remain in effect following an ad valorem tax lien foreclosure, with future installment payments not being accelerated. Texas Local Government Code § 372.018(d) supports this position, stating that an Assessment Lien runs with the land and the portion of an assessment payment that has not yet come due is not eliminated by foreclosure of an ad valorem tax lien.

The Assessment Lien is superior to any homestead rights of a property owner that were properly claimed after the adoption of the Assessment Ordinance. However, an Assessment Lien may not be foreclosed upon if any homestead rights of a property owner were properly claimed prior to the adoption of the Assessment Ordinance ("Pre-existing Homestead Rights") for as long as such rights are maintained on the property. It is unclear under State law whether or not Pre-existing Homestead Rights would prevent the Assessment Lien from attaching to such homestead property or instead cause the Assessment Lien to attach, but remain subject to, the Pre-existing Homestead Rights.

Under State law, in order to establish homestead rights, the claimant must show a combination of both overt acts of homestead usage and intention on the part of the owner to claim the land as a homestead. Mere ownership of the property alone is insufficient and the intent to use the property as a homestead must be a present one, not an intention to make the property a homestead at some indefinite time in the future. As of the date of adoption of the Assessment Ordinance, no such homestead rights will have been claimed. Furthermore, the Developer is not eligible to claim homestead rights and the Landowners represent that they will own all property within the District as of the date of the Assessment Ordinance. Consequently, there are and can be no homestead rights on the Assessed Property superior to the Assessment Lien and, therefore, the Assessment Liens may be foreclosed upon by the City.

Failure by owners of the parcels to pay Annual Installments when due, depletion of the Reserve Fund, delay in foreclosure proceedings, or the inability of the City to sell parcels which have been subject to foreclosure proceedings for amounts sufficient to cover the delinquent installments of Assessments levied against such parcels may result in the inability of the City to make full or punctual payments of debt service on the Bonds.

THE ASSESSMENTS CONSTITUTE A FIRST AND PRIOR LIEN AGAINST THE PROPERTY ASSESSED, SUPERIOR TO ALL OTHER LIENS AND CLAIMS EXCEPT LIENS AND CLAIMS FOR STATE, COUNTY, SCHOOL DISTRICT OR MUNICIPALITY AD VALOREM TAXES AND IS A PERSONAL OBLIGATION OF AND CHARGE AGAINST THE OWNERS OF PROPERTY LOCATED WITHIN IMPROVEMENT AREA #4 OF THE DISTRICT.

**Risks Related to the Current Real Estate Market**

In the past, the real estate market has experienced significant slowing of new home sales and new home closings due in part to the subprime mortgage crisis involving adjustable rate mortgages and other creative mortgage financing tools that allowed persons with higher credit risk to buy homes. The economic crisis that resulted from higher interest rates, at a time when many subprime mortgages were due to reset their interest rates, has served to reduce the availability of mortgages to many potential home buyers, making entry into the real estate market difficult. These downturns in the real estate market and other factors beyond the control of the Developer, including general economic conditions, may impact the timing of lot and home sales within the District. No assurances can be given that projected home prices and buildout values presented in this Limited Offering Memorandum will be realized.

**Competition**

The housing industry in the Austin area is very competitive, and none of the Developer, the City, the City's Financial Advisor or the Underwriter can give any assurance that the building programs that are planned will ever commence. The competitive position of the Developer in the sale of developed lots or single-family residential units is affected by most of the factors discussed in this section, and such competitive position is directly related to maintenance of market values in the District.

Competitive projects in the area include, but are not limited to:

| Project Name | Prices ($1,000s)[(1)] | Approximate Distance to Development |
|---|---|---|
| Shadow Glen | $324 - $458 | 3.7 miles |
| Elm Creek North | $237 - $347 | 4.7 miles |
| Homestead Estates | $295 - $375 | 7.7 miles |
| Peppergrass | $282 - $354 | 7.2 miles |
| Presidential Meadows | $307 - $389 | 3.0 miles |
| Whisper Valley | $357 - $441 | 8.2 miles |
| Lagos | $333 - $375 | 5.3 miles |
| Presidential Glen | Sold out | 1.8 miles |

[(1)] Per the Appraisal

There can be no assurances that other similar projects will not be developed in the future or that existing projects will not be upgraded or otherwise become able to compete with the Development.

**Loss of Tax Exemption**

The Indenture contains covenants by the City intended to preserve the exclusion from gross income of interest on the Bonds for federal income tax purposes. As discussed under the caption "TAX MATTERS" herein, interest on the Bonds could become includable in gross income for purposes of federal income taxation, retroactive to the date the Bonds were issued, as a result of future acts or omissions of the City in violation of its covenants in the Indenture.

Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the federal or State level, may adversely affect the tax-exempt status of interest on the Bonds under federal or State law and could

affect the market price or marketability of the Bonds. Any such proposal could limit the value of certain deductions and exclusions, including the exclusion for tax-exempt interest. The likelihood of any such proposal being enacted cannot be predicted. Prospective purchasers of the Bonds should consult their own tax advisors regarding the foregoing matters.

**Bankruptcy**

The payment of Assessments and the ability of the City to foreclose on the lien of a delinquent unpaid Assessment may be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State relating to judicial foreclosure. Although bankruptcy proceedings would not cause the Assessments to become extinguished, bankruptcy of a property owner in all likelihood would result in a delay in prosecuting foreclosure proceedings. Such a delay would increase the likelihood of a delay or default in payment of the principal of and interest on the Bonds, and the possibility that delinquent Assessments might not be paid in full.

**Direct and Overlapping Indebtedness, Assessments and Taxes**

The ability of an owner of property within Improvement Area #4 of the District to pay the Assessments could be affected by the existence of other taxes and assessments imposed upon the property. Public entities whose boundaries overlap those of Improvement Area #4 of the District currently impose ad valorem taxes on the property within Improvement Area #4 of the District and will likely do so in the future. Such entities could also impose assessment liens on the property within Improvement Area #4 of the District. The imposition of additional liens, or for private financing, may reduce the ability or willingness of the Developer to pay the Assessments. See "OVERLAPPING TAXES AND DEBT."

**Depletion of Reserve Fund**

Failure of the owners of property within the District to pay the Assessments when due could result in the rapid, total depletion of the accounts in the Reserve Fund prior to replenishment from the resale of property upon a foreclosure or otherwise or delinquency redemptions after a foreclosure sale, if any. There could be a default in payments of the principal of and interest on the Bonds if sufficient amounts are not available in the Reserve Fund. The Indenture provides that if, after a withdrawal from the Reserve Fund, the amount in the Reserve Fund is less than the Reserve Account Requirement, the Trustee shall transfer an amount from the Pledged Revenue Fund to the Reserve Account of the Reserve Fund sufficient to cure such deficiency, as described under "SECURITY FOR THE BONDS — Reserve Account of the Reserve Fund" herein.

**Hazardous Substances**

While governmental taxes, assessments and charges are a common claim against the value of a parcel, other less common claims may be relevant. One of the most serious in terms of the potential reduction in the value that may be realized to the assessment is a claim with regard to a hazardous substance. In general, the owners and operators of a parcel may be required by law to remedy conditions relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as "CERCLA" or "Superfund Act," is the most well-known and widely applicable of these laws. It is likely that, should any of the parcels of land located in the District be affected by a hazardous substance, the marketability and value of parcels would be reduced by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller.

The value of the land within the District does not take into account the possible liability of the owner (or operator) for the remedy of a hazardous substance condition of the parcel. The City has not independently verified, and is not aware, that the owner (or operator) of any of the parcels within the District has such a current liability with respect to such parcel; however, it is possible that such liabilities do currently exist and that the City is not aware of them.

Further, it is possible that liabilities may arise in the future with respect to any of the land within the District resulting from the existence, currently, of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently, on the parcel of a substance not presently classified as hazardous but which may in the future be so classified. Further,

such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of a parcel that is realizable upon a delinquency. See "THE DEVELOPMENT — Environmental" for discussion of previous Phase 1 environmental study performed on property within the District.

**Regulation**

Development within the District may be subject to future federal, State and local regulations. Approval may be required from various agencies from time to time in connection with the layout and design of development in the District, the nature and extent of public improvements, land use, zoning and other matters. Failure to meet any such regulations or obtain any such approvals in a timely manner could delay or adversely affect development in the District and property values.

**Recent Changes in State Law Regarding Public Improvement Districts**

The 87th Legislature passed House Bill 1543, which became effective September 1, 2021, and requires a person who proposed to sell or otherwise convey real property within a public improvement district to provide to the purchaser of the property, before the execution of a binding contract of purchase and sale, written notice of the obligation to pay public improvement district assessments, in accordance with Section 5.014, Texas Property Code, as amended. In the event a contract to purchase and sale is entered into without the seller providing the notice, the intended purchaser is entitled to terminate the contract of purchase and sale. If the Developer or homebuilders within Improvement Area #4 of the District do not provide the required notice and prospective purchasers of property within the District terminate the purchase contract, a property owner who did not receive the required notice is entitled, after sale, to sue for damages for (i) all costs relative to the purchase, plus interest and reasonable attorney's fees, or (ii) an amount not to exceed $5,000, plus reasonable attorney's fees. In a suit filed pursuant to clause (i), any damages awarded must go first to pay any outstanding liens on the property. In such an event, the outstanding Assessments on such property should be paid. On payment of all damages respectively to the lienholders and purchaser pursuant to clause (i), the purchaser is required to reconvey the property to the seller. Further, if the Developer or homebuilders within Improvement Area #4 of the District do not provide the required notice and become liable for monetary damages, the anticipated buildout and absorption schedule may be affected. No assurances can be given that the projected buildout and absorption schedules presented in this Limited Offering Memorandum will be realized. The forms of notice to be provided to homebuyers are attached as Exhibits T-7, T-8 and T-9 to the 2024 Amended and Restated Service and Assessment Plan. See "APPENDIX C — Form of 2024 Amended and Restated Service and Assessment Plan."

**Potential Future Changes in State Law Regarding Public Improvement Districts**

During prior legislative sessions and interim business of the Texas legislature, various proposals and reports have been presented by committees of Texas Senate and Texas House of Representative which suggest or recommend changes to the PID Act relating to oversight of bonds secured by special assessments including adopting requirements relating to levels of build out or adding State level oversight in connection with the issuance of bonds secured by special assessments under the PID Act. The 88th Legislative Session of the State (the "88th Regular Session") concluded on May 29, 2023. When the regular Legislature is not in session, the Governor of Texas may call one or more special sessions, at the Governor's direction, each lasting no more than 30 days, and for which the Governor sets the agenda. Since the conclusion of the 88th Regular Session the Governor has called four special sessions, all of which have ended without any legislation being passed by either chamber of the Texas legislature recommending oversight of bonds secured by assessments. It is impossible to predict what new proposals may be presented regarding the PID Act and the issuance of special assessment bonds during any upcoming legislative sessions, whether such new proposals or any previous proposals regarding the same will be adopted by the Texas Senate and House of Representatives and signed by the Governor, and, if adopted, the form thereof. It is impossible to predict with certainty the impact that any such future legislation will or may have on the security for the Bonds.

**100-Year Flood Plain**

According to the National Flood Insurance Rate Map Community Panel Number 48453C0505H and 48453C0485J, portions of the Development's gross land area is within Zone A, subject to the 100-year floodplain; however, the proposed lots and commercial developments of the Development are all located within Zone X and not subject to the floodplain. There is a buildable site area on each lot that will be outside of the 100-year and 500-year

floodplain. To reclaim portions of the Development within the floodplain for future development, the engineer concluded that grading in future phases will require a revision to the current floodplain map through the Letter of Map Revision (LOMR) process. The Developer has started this permitting process.

Additionally, FEMA will from time to time revise its Flood Insurance Rate Maps. None of the City, the Underwriter, or the Developer make any representation as to whether FEMA may revise its Flood Insurance Rate Maps, whether such revisions may result in homes that are currently outside of the 100-year flood plain from being included in the 100-year flood plain in the future, or whether extreme flooding events may exceed the Flood Plain.

**Exercise of Mineral Rights**

As described herein under "THE DEVELOPMENT— Existing Mineral Rights," there are certain mineral rights reservations located within the District, including in Improvement Area #4, not owned by the Developer. There may also be additional mineral rights and related real property rights reflected in the chain of title for the real property within the District recorded in the real property records of the County. However, the Developer is not aware of any ongoing or expected mineral rights development or exploration in or adjacent to the District.

Certain rules and regulations of the Texas Railroad Commission may restrict the ability of mineral owners on adjacent properties to explore or develop such property due to well density, acreage, or location issues. Additionally, the City Council has also adopted an ordinance regulating drilling within the corporate limits of the City, which may restrict the development of such rights.

The Developer does not expect the existence or exercise of any mineral rights or related real property rights in or around the District to have a material adverse effect on the Development, the property within the District, or the ability of landowners within Improvement Area #4 to pay Assessments. However, none of the City, the Financial Advisor, or the Underwriter provide any assurances as to such Developer expectations.

**Bondholders' Remedies and Bankruptcy**

In the event of default in the payment of principal of or interest on the Bonds or the occurrence of any other Event of Default under the Indenture, and upon the written request of Quarter in Interest of the Bonds then Outstanding, the Trustee shall proceed to protect and enforce its rights and the rights of the owners of the Bonds under the Indenture by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for mandamus or the specific performance of any covenant or agreement contained therein or in aid or execution of any power granted or for the enforcement of any proper legal or equitable remedy, as the Trustee shall deem most effectual to protect and enforce such rights. The issuance of a writ of mandamus may be sought if there is no other available remedy at law to compel performance of the City's obligations under the Bonds or the Indenture and such obligations are not uncertain or disputed. The remedy of mandamus is controlled by equitable principles, so rests with the discretion of the court, but may not be arbitrarily refused. There is no acceleration of maturity of the Bonds in the event of default and, consequently, the remedy of mandamus may have to be relied upon from year to year. The owners of the Bonds cannot themselves foreclose on property within Improvement Area #4 of the District or sell property within Improvement Area #4 of the District in order to pay the principal of and interest on the Bonds. The enforceability of the rights and remedies of the owners of the Bonds further may be limited by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions such as the City. In this regard, should the City file a petition for protection from creditors under federal bankruptcy laws, the remedy of mandamus or the right of the City to seek judicial foreclosure of its Assessment Lien would be automatically stayed and could not be pursued unless authorized by a federal bankruptcy judge. See "BONDHOLDERS' RISKS — Bankruptcy Limitation to Bondholders' Rights" herein.

Any bankruptcy court with jurisdiction over bankruptcy proceedings initiated by or against a property owner within Improvement Area #4 of the District pursuant to the Federal Bankruptcy Code could, subject to its discretion, delay or limit any attempt by the City to collect delinquent Assessments, or delinquent ad valorem taxes, against such property owner.

In addition, in 2006, the Texas Supreme Court ruled in Tooke v. City of Mexia, 197 S.W.3d 325 (Tex. 2006) ("Tooke") that a waiver of sovereign immunity must be provided for by statute in "clear and unambiguous" language.

In so ruling, the Court declared that statutory language such as "sue and be sued", in and of itself, did not constitute a clear and unambiguous waiver of sovereign immunity.

In *Wasson Interests, Ltd. v. City of Jacksonville*, 489 S.W.3d 427 (Tex. 2016) ("Wasson"), the Texas Supreme Court addressed whether the distinction, as found in tort-based causes of action, between governmental and proprietary acts (the "Proprietary-Governmental Dichotomy") applies to breach of contract claims against municipalities. The Court analyzed the rationale behind the Proprietary-Governmental Dichotomy to determine that "a city's proprietary functions are not done pursuant to the 'will of the people'" and protecting such municipalities "via the [S]tate's immunity is not an efficient way to ensure efficient allocation of [S]tate resources." While the Court recognized that the distinction between governmental and proprietary functions is not clear, the *Wasson* opinion held that the Proprietary-Governmental Dichotomy applies in a contract-claims context. The Court reviewed Wasson for a second time and issued an opinion on October 5, 2018 clarifying that to determine whether governmental immunity applies to a breach of contract claim, the proper inquiry is whether the municipality was engaged in a governmental or proprietary function when it entered into the contract, not at the time of the alleged breach. Therefore, in regard to municipal contract cases (as in tort claims), it is incumbent on the courts to determine whether a function was proprietary or governmental based upon the statutory guidance at the time of inception of the contractual relationship. Texas jurisprudence has generally held that proprietary functions are those conducted by a city in its private capacity, for the benefit only of those within its corporate limits, and not as an arm of the government or under authority or for the benefit of the State; these are usually activities that can be, and often are, provided by private persons, and therefore are not done as a branch of the State, and do not implicate the State's immunity since they are not performed under the authority, or for the benefit, of the State as sovereign. Notwithstanding the foregoing new case law issued by the Court, such sovereign immunity issues have not been adjudicated in relation to bond matters (specifically, in regard to the issuance of municipal debt). Each situation will be prospectively evaluated based on the facts and circumstances surrounding the contract in question to determine if a suit, and subsequently, a judgment, is justiciable against a municipality.

The City is not aware of any State court construing the Local Government Immunity Waiver Act in the context of whether contractual undertakings of local governments that relate to their borrowing powers are contracts covered by such act. Because it is unclear whether the Texas legislature has effectively waived the City's sovereign immunity from a suit for money damages in the absence of City action, the Trustee or the owners of Bonds may not be able to bring such a suit against the City for breach of the Bonds or the Indenture covenants. As noted above, the Indenture provides that owners of the Bonds may exercise the remedy of mandamus to enforce the obligations of the City under the Indenture. Neither the remedy of mandamus nor any other type of injunctive relief was at issue in Tooke, and it is unclear whether Tooke will be construed to have any effect with respect to the exercise of mandamus, as such remedy has been interpreted by Texas courts. In general, Texas courts have held that a writ of mandamus may be issued to require public officials to perform ministerial acts that clearly pertain to their duties. Texas courts have held that a ministerial act is defined as a legal duty that is prescribed and defined with a precision and certainty that leaves nothing to the exercise of discretion or judgment, though mandamus is not available to enforce purely contractual duties. However, mandamus may be used to require a public officer to perform legally-imposed ministerial duties necessary for the performance of a valid contract to which the State or a political subdivision of the State is a party (including the payment of moneys due under a contract).

**Use of Appraisal**

Caution should be exercised in the evaluation and use of appraisal results. An appraisal is an estimate of market value as of a specified date based upon assumptions and limiting conditions and any extraordinary assumptions specific to the relevant valuation. It is not a precise measure of value but is based on a subjective comparison of related activity taking place in the real estate market. The valuation set forth in an appraisal is based on various assumptions of future expectations and while the appraiser's forecasts for properties in the District is considered to be reasonable at the current time, some of the assumptions may not materialize or may differ materially from actual experience in the future. The Bonds will not necessarily trade at values determined solely by reference to the underlying value of the properties in the District, including Improvement Area #4.

In performing its analyses, an appraiser makes numerous assumptions with respect to general business, economic and regulatory conditions and other matters, many of which are beyond the Appraiser's, Underwriter's and City's control, as well as to certain factual matters. Furthermore, the Appraiser's analysis, opinions and conclusions

are necessarily based upon market, economic, financial and other circumstances and conditions existing prior to the valuation.

**Judicial Foreclosures**

Judicial foreclosure proceedings are not mandatory; however, the City has covenanted to order and cause such actions to be commenced. In the event a foreclosure is necessary, there could be a delay in payments to owners of the Bonds pending prosecution of the foreclosure proceedings and receipt by the City of the proceeds of the foreclosure sale. It is possible that no bid would be received at the foreclosure sale, and, in such event, there could be an additional delay in payment of the principal of and interest on the Bonds or such payment may not be made in full. Moreover, in filing a suit to foreclose, the City must join other taxing units that have claims for delinquent taxes against all or part of the same property; the proceeds of any sale of property within Improvement Area #4 of the District available to pay debt service on the Bonds may be limited by the existence of other tax liens on the property. (See "OVERLAPPING TAXES AND DEBT" herein.) Collection of delinquent taxes, assessments and the Assessments may be adversely affected by the effects of market conditions on the foreclose sale price, and by other factors, including taxpayers' right to redeem property within two years of foreclosure for residential and agricultural use property and six months for other property, and by a time-consuming and expensive collection procedure.

**No Acceleration**

The Indenture does not contain a provision allowing for the acceleration of the Bonds in the event of a payment default or other default under the terms of the Bonds or the Indenture.

**Limited Secondary Market for the Bonds**

The Bonds may not constitute a liquid investment, and there is no assurance that a liquid secondary market will exist for the Bonds in the event an Owner thereof determines to solicit purchasers for the Bonds. Even if a liquid secondary market exists, there can be no assurance as to the price for which the Bonds may be sold. Such price may be lower than that paid by the current Owners of the Bonds, depending on the progress of development of Improvement Area #4 of the District subject to the Assessments, existing real estate and financial market conditions and other factors.

**No Credit Rating**

The City has not applied for or received a rating on the Bonds. Even if a credit rating had been sought for the Bonds, it is not anticipated that such a rating would have been investment grade. The absence of a rating could affect the future marketability of the Bonds. There is no assurance that a secondary market for the Bonds will develop or that holders who desire to sell their Bonds prior to the stated maturity will be able to do so. Occasionally, because of general market conditions or because of adverse history or economic prospects connected with a particular issue, secondary market trading in connection with a particular issue is suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then generally prevailing circumstances. Such prices could be substantially different from the original purchase price.

**Bankruptcy Limitation to Bondholders' Rights**

The enforceability of the rights and remedies of the owners of the Bonds may be limited by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions such as the City. The City is authorized under State law to voluntarily proceed under Chapter 9 of the Federal Bankruptcy Code, 11 U.S.C. 901-946. The City may proceed under Chapter 9 if it (1) is generally not paying its debts, or unable to meet its debts, as they become due, (2) desires to effect a plan to adjust such debts, and (3) has either obtained the agreement of or negotiated in good faith with its creditors, is unable to negotiate with its creditors because negotiation is impracticable, or reasonably believes that a creditor may attempt to obtain a preferential transfer.

If the City decides in the future to proceed voluntarily under the Federal Bankruptcy Code, the City would develop and file a plan for the adjustment of its debts, and the Bankruptcy Court would confirm the plan if (1) the plan complies with the applicable provisions of the Federal Bankruptcy Code, (2) all payments to be made in connection with the plan are fully disclosed and reasonable, (3) the City is not prohibited by law from taking any action necessary to carry out the plan, (4) administrative expenses are paid in full, (5) all regulatory or electoral approvals required under

State law are obtained and (6) the plan is in the best interests of creditors and is feasible. The rights and remedies of the owners of the Bonds would be adjusted in accordance with the confirmed plan of adjustment of the City's debt. The City cannot predict a Bankruptcy Court's treatment of the Bondholders' creditor claim and whether a Bondholder would be repaid in full.

**Tax-Exempt Status of the Bonds**

As further described in "TAX MATTERS" below, failure of the City to comply with the requirements of the Internal Revenue Code of 1986 (the "Code") and the related legal authorities, or changes in the federal tax law or its application, could cause interest on the Bonds to be included in the gross income of owners of the Bonds for federal income tax purposes, possibly from the date of original issuance of the Bonds. Further, the opinion of Bond Counsel is based on current legal authority, covers certain matters not directly addressed by such authorities, and represents Bond Counsel's judgment as to the proper treatment of interest on the Bonds for federal income tax purposes. It is not binding on the Internal Revenue Service ("IRS") or the courts. The IRS has an ongoing program of auditing obligations that are issued and sold as bearing tax-exempt interest to determine whether, in the view of the IRS, interest on such obligations is included in the gross income of the owners thereof for federal income tax purposes. The IRS has announced that its audit efforts will focus in part on "developer-driven bond transactions," including certain tax increment financings and certain assessment bond transactions. In recent audits, the IRS has asserted that interest on such "developer-driven" obligations can be taxable, in certain circumstances, even when those transactions otherwise meet all applicable tax law requirements. It cannot be predicted if this IRS focus could lead to an audit of the Bonds or what the result would be of any such audit. If an audit of the Bonds is commenced, under current procedures parties other than the City would have little, if any, right to participate in the audit process. Moreover, because achieving judicial review in connection with an audit of tax-exempt obligations is difficult, obtaining an independent review of IRS positions with which the City legitimately disagrees, may not be practicable. Any action of the IRS, regardless of the outcome, including but not limited to selection of the Bonds for audit, or the course or result of such audit, or an audit of obligations presenting similar tax issues, may affect the market price for, or the marketability of, the Bonds. Finally, if the IRS ultimately determines that the interest on the Bonds is not excluded from the gross income of Bondholders for federal income tax purposes, the City may not have the resources to settle with the IRS, the Bonds are not required to be redeemed, and the interest rate on the Bonds will not increase.

**Management and Ownership**

The management and ownership of the Developer and related property owners could change in the future. Purchasers of the Bonds should not rely on the management experience of such entities. There are no assurances that such entities will not sell the subject property or that officers will not resign or be replaced. In such circumstances, a new developer or new officers in management positions may not have comparable experience in projects comparable to the Development.

**General Risks of Real Estate Investment and Development**

The Developer has the right to modify or change its plan for development of the District, from time to time, including, without limitation, land use changes, changes in the overall land and phasing plans, and changes to the type, mix, size and number of units to be developed. No defined "true-up" agreement has been entered into between the City and the Developer, nor is there a requirement that future developers enter into such an agreement. There can be no assurance, in the event the Developer or a subsequent developer modifies or changes its plan for development that the necessary revisions to the 2024 Amended and Restated Service and Assessment Plan will be made. Nor can there be an assurance that the eventual assessment burden on the property will be marketable.

The ability of the Developer to develop lots and sell single-family residential homes within the District may be affected by unforeseen changes in the general economic conditions, fluctuations in the real estate market and other factors beyond the control of the owner of the single-family residential lots. In the event that a large number of single-family projects are constructed outside of the District, and compete with the Development, the demand for residential housing within the District could be reduced, thereby adversely affecting the continued development of the Development, or its attraction to businesses and residents.

Investments in undeveloped or developing real estate are generally considered to be speculative in nature and to involve a high degree of risk. The Development will be subject to the risks generally incident to real estate

investments and development. Many factors that may affect the Development, as well as the operating revenues of the Developer, including those derived from the Development, are not within the control of the Developer. Such factors include changes in national, regional and local economic conditions; changes in long and short term interest rates; changes in the climate for real estate purchases; changes in demand for or supply of competing properties; changes in local, regional and national market and economic conditions; unanticipated development costs, market preferences and architectural trends; unforeseen environmental risks and controls; the adverse use of adjacent and neighboring real estate; changes in interest rates and the availability of mortgage funds to buyers of the homes to be built in the Development, which may render the sale of such homes difficult or unattractive; acts of war, terrorism or other political instability; delays or inability to obtain governmental approvals; changes in laws; moratorium; acts of God (which may result in uninsured losses); strikes; labor shortages; energy shortages; material shortages; inflation; adverse weather conditions; contractor or subcontractor defaults; and other unknown contingencies and factors beyond the control of the Developer. Furthermore, the operating revenues of the Developer may be materially adversely affected if specific conditions in the lot purchase contracts are not met. Failure to meet the lot purchase contract's conditions allows the applicable lot purchaser to terminate its obligation to purchase lots from the Developer and obtain its earnest money deposit back.

The Development cannot be initiated or completed without the Developer obtaining a variety of governmental approvals and permits, some of which have already been obtained. Certain permits are necessary to initiate construction of each phase of the Development and to allow the occupancy of residences and to satisfy conditions included in the approvals and permits. There can be no assurance that all of these permits and approvals can be obtained or that the conditions to the approvals and permits can be fulfilled. The failure to obtain any of the required approvals or fulfill any one of the conditions could cause materially adverse financial results for the Developer.

A slowdown of the development process and the related absorption rate within the Development because of any or all of the foregoing could affect adversely land values. The timely payment of the Bonds depends on the willingness and ability of the Developer and any subsequent owners to pay the Assessments when due. Any or all of the foregoing could reduce the willingness and ability of such owners to pay the Assessments and could greatly reduce the value of the property within the District in the event such property has to be foreclosed. If Annual Installments of Assessments are not timely paid and there are insufficient funds in the accounts of the Reserve Fund, a nonpayment could result in a payment default under the Indenture.

The home prices and buildout values in the Improvement Area #4 is directly related to the local housing and building industry. The housing and building industry has historically been a cyclical industry, affected by both short and long-term interest rates, availability of mortgage and development funds, labor conditions and general economic conditions. A return of relatively high mortgage interest rates similar to those experienced in the past may adversely affect the availability and desirability of mortgage financing for new homes, hence reducing demand for new homes within Improvement Area #4 of the District.

**Availability of Utilities**

The progress of development within the District is also dependent upon the City providing an adequate supply of water and sufficient capacity for the collection and treatment of wastewater. If the City fails to supply water and wastewater services to the property within the District, the Development of the land in the District could be adversely affected. See "THE DEVELOPMENT — Utilities."

**Dependence upon Developer and Homebuilders**

*Initial Liability for Assessments*. The Continental Lot Purchase Contract provides that Continental Homes is obligated to takedown an aggregate of 140 single-family lots within Improvement Area #4. As of March 31, 2024, Continental Homes has taken down 30 single-family lots. The Brightland Lot Purchase Contract provides that Brightland Homes is obligated to takedown an aggregate of 119 single-family lots within Improvement Area #4. As of March 31, 2024, Brightland Homes has taken down 20 single-family lots. The Developer owns the remaining 406 single family lots in Improvement Area #4. As of March 31, 2024, the Developer is responsible for payment of 89.0% of the Assessments on the single-family lots, Continental Homes is responsible for payment of 6.6% of the Assessments on the single-family lots and Brightland Homes is responsible for the payment of 4.4% of the Assessments on the single-family lots.

*Assessment Payments*. The ability of the Developer and the homebuilders to make full and timely payment of the Assessments will directly affect the ability of the City to meet its debt service obligations with respect to the Bonds. The City will pay the Developer, or the Developer's designee, from proceeds of the Bonds for project costs actually incurred in developing and constructing the Improvement Area #4 Improvements within the District. See "THE IMPROVEMENT AREA #4 IMPROVEMENTS" and "THE DEVELOPMENT — Development Plan."

There can be no assurances given as to the financial ability of the Developer to advance any funds to the City to supplement revenues from the Assessments, if necessary, or as to whether the Developer will advance such funds.

The source of funding for future land development activities and infrastructure construction to develop the remaining lots proposed for the District also consists of proceeds from Future Improvement Area Bonds and proceeds of lot sales, as well as possible bank financing and equity contributions by the Developer and its parent company.

Finally, if for any reason, the Development cannot be completed as planned, the Developer or any subsequent property owner will nevertheless remain responsible for the full amount of the applicable Assessments, notwithstanding the fact that the amount of the Assessments when levied assumed the full development of the Assessed Property.

## TAX MATTERS

### Tax Exemption

In the opinion of Bickerstaff Heath Delgado Acosta LLP, Bond Counsel, under existing statutes, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and continuing compliance by the City with the covenants contained in the Ordinance and the Arbitrage and Tax Certificate, interest on the Bonds is excludable from gross income of the holders thereof for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and will not constitute a specific item of tax preference under Section 57 of the Code for purposes of calculating the alternative minimum tax imposed on individuals. In the case of certain corporate holders of the Bonds, all or a portion of the interest on the Bonds may be included in the calculation of the alternative minimum tax imposed on certain corporations as a result of the inclusion of interest on the Bonds in adjusted financial statement income.

In rendering its opinion, Bond Counsel has relied on the City's covenants contained in the Ordinance and the City's covenants contained in the Arbitrage and Tax Certificate, that it will comply with the applicable requirements of the Code, relating to, *inter alia*, the use and operation of the project and the use and investment of proceeds of the Bonds and rebate to the United States Treasury of specified arbitrage earnings, if any, under Section 148(f) of the Code. Failure of the City to comply with such covenants could result in the interest on the Bonds being subject to federal income tax from the date of issue of the Bonds. Bond Counsel has not undertaken to monitor compliance with such covenants or to advise any party as to changes in the law after the date of issuance of the Bonds that may affect the tax-exempt status of the interest.

Except as stated above, Bond Counsel will express no opinion as to any federal, state or local tax consequences resulting from the receipt or accrual of interest on, or acquisition, ownership or disposition of the Bonds.

Bond Counsel's opinions are based on existing law, which is subject to change. Such opinions are further based on Bond Counsel's knowledge of facts as of the date thereof. As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation. Bond Counsel assumes no duty to update or supplement its opinions to reflect any facts or circumstances that may thereafter come to Bond Counsel's attention or to reflect any changes in any law that may thereafter occur or become effective. Moreover, Bond Counsel's opinions are not a guarantee of result and are not binding on the Internal Revenue Service (the "Service"); rather, such opinions represent Bond Counsel's legal judgment based upon its review of existing law and in reliance upon the representations and covenants referenced above that it deems relevant to such opinions. The Service has an ongoing audit program to determine compliance with rules that relate to whether interest on state or local obligations is includable in gross income for federal income tax purposes. No assurance can be given whether or not the Service will commence an audit of the Bonds. If an audit is commenced, in accordance with its current published procedures the Service is likely to treat the City as the taxpayer and the Owners may not have a right to participate in such audit. Public awareness of any future

audit of the Bonds could adversely affect the value and liquidity of the Bonds during the pendency of the audit regardless of the ultimate outcome of the audit.

**Collateral Federal Income Tax Consequences**

Prospective purchasers of the Bonds should be aware that the ownership of tax-exempt obligations such as the Bonds may result in collateral federal income tax consequences to, among others, financial institutions, life insurance companies, property and casualty insurance companies, certain foreign corporations doing business in the United States, S corporations with subchapter C earnings and profits, individual recipients of Social Security or Railroad Retirement benefits, individuals otherwise qualifying for the earned income tax credit, owners of an interest in a financial asset securitization investment trust ("FASIT"), and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry, or who have paid or incurred certain expenses allocable to, tax-exempt obligations. Prospective purchasers should consult their own tax advisors as to the applicability of these consequences to their particular circumstances.

Existing law may change to reduce or eliminate the benefit to obligation holders of the exclusion of interest on the Bonds from gross income for federal income tax purposes. Any proposed legislation or administrative action, whether or not taken, could also affect the value and marketability of the Bonds. Prospective purchasers of the Bonds should consult with their own tax advisors with respect to any proposed or future changes in tax law.

Section 884 of the Code imposes on certain foreign corporations a branch profits tax equal to thirty percent (30%) of the "dividend equivalent amount" for the taxable year. Interest on the Bonds received or accrued by a foreign corporation subject to the branch profits tax may be included in computing the "dividend equivalent amount" of such corporation.

In addition, passive investment income, including interest on the Bonds, may be subject to federal income taxation under Section 1375 of the Code for any S corporation that has Subchapter C earnings and profits at the close of the taxable year, if more than twenty-five percent (25%) of the gross receipts of such S corporation is passive investment income.

In addition, attention is called to the fact that Section 265(b)(1) of the Code eliminates the interest deduction otherwise allowable with respect to indebtedness deemed incurred by banks, thrift institutions and other financial institutions to purchase or to carry tax-exempt obligations acquired after August 7, 1986, other than designated "qualified tax-exempt obligations" as defined in Section 265(b)(3) of the Code.

**Tax Accounting Treatment of Discount and Premium on Certain Bonds**

The initial public offering price of certain discount Bonds (the "Discount Bonds") may be less than the amount payable on such Bonds at maturity. An amount equal to the difference between the initial public offering price of a Discount Bond (assuming that a substantial amount of the Discount Bonds of that maturity are sold to the public at such price) and the amount payable at maturity constitutes original issue discount to the initial purchaser of such Discount Bonds. A portion of such original issue discount allocable to the holding period of such Discount Bonds by the initial purchaser will, upon the disposition of such Discount Bonds (including by reason of its payment at maturity), be treated as interest excludable from gross income, rather than as taxable gain, for federal income tax purposes, on the same terms and conditions as those for other interest on the Bonds described above under "Tax Exemption." Such interest is considered to be accrued actuarially in accordance with the constant interest method over the life of a Discount Bonds, taking into account the semiannual compounding of accrued interest, at the yield to maturity on such Discount Bonds and generally will be allocated to an original purchaser in a different amount from the amount of the payment denominated as interest actually received by the original purchaser during the tax year. However, such interest may be required to be taken into account in determining the alternative minimum taxable income of a corporation, for purposes of calculating a corporation's alternative minimum tax imposed by Section 55 of the Code, and the amount of the branch profits tax applicable to certain foreign corporations doing business in the United States, even though there will not be a corresponding cash payment. In addition, the accrual of such interest may result in certain other collateral federal income tax consequences to, among others, financial institutions, life insurance companies, property and casualty insurance companies, S corporations with "subchapter C" earnings and profits, individual recipients of Social Security or Railroad Retirement benefits, individuals otherwise qualifying for earned income tax credit, owners of an interest in a FASIT, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase

or carry, or who have paid or incurred certain expenses allocable to, tax-exempt obligations. Moreover, in the event of the redemption, sale or other taxable disposition of a Discount Bond by the initial owner prior to maturity, the amount realized by such owner in excess of the basis of such Discount Bonds in the hands of such owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Discount Bonds was held) is includable in gross income. Owners of Discount Bonds should consult with their own tax advisors with respect to the determination of accrued original issue discount on Discount Bonds for federal income tax purposes and with respect to the state and local tax consequences of owning and disposing of Discount Bonds. It is possible that, under applicable provisions governing determination of state and local income taxes, accrued interest on Discount Bonds may be deemed to be received in the year of accrual even though there will not be a corresponding cash payment.

The initial public offering price of certain Bonds (the "Premium Bonds") may be greater than the amount payable on such Bonds at maturity. An amount equal to the difference between the initial public offering price of a Premium Bond (assuming that a substantial amount of the Premium Bonds of that maturity are sold to the public at such price) and the amount payable at maturity constitutes premium to the initial purchaser of such Premium Bonds. The basis for federal income tax purposes of a Premium Bond in the hands of such initial purchaser must be reduced each year by the amortizable Bond premium, although no federal income tax deduction is allowed as a result of such reduction in basis for amortizable bond premium. Such reduction in basis will increase the amount of any gain (or decrease the amount of any loss) to be recognized for federal income tax purposes upon a sale or other taxable disposition of a Premium Bond. The amount of premium which is amortizable each year by an initial purchaser is determined by using such purchaser's yield to maturity. Purchasers of the Premium Bonds should consult with their own tax advisors with respect to the determination of amortizable bond premium on Premium Bonds for federal income tax purposes and with respect to the state and local tax consequences of owning and disposing of Premium Bonds.

**State, Local and Foreign Taxes**

Investors should consult their own tax advisors concerning the tax implications of the purchase, ownership or disposition of the Bonds under applicable state or local laws. Foreign investors should also consult their own tax advisors regarding the tax consequences unique to investors who are not United States persons.

**Changes in Federal and State Tax Law**

From time to time, there are legislative proposals in the United States Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to above or adversely affect the market value or marketability of the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to bonds issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value or marketability of the Bonds.

Prospective purchasers of the Bonds should consult with their own tax advisors regarding any other federal income tax legislation, whether currently pending or proposed, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending legislation, regulatory initiatives or litigation.

The City invests its investable funds in investments authorized by State law in accordance with investment policies approved by the City Council of the City. Both State law and the City's investment policies are subject to change.

## LEGAL MATTERS

**Legal Proceedings**

Delivery of the Bonds will be accompanied by the unqualified approving legal opinion of the Attorney General of the State to the effect that the Bonds are valid and legally binding obligations of the City under the Constitution and laws of the State, payable from the Trust Estate and, based upon their examination of a transcript of certified proceedings relating to the issuance and sale of the Bonds, the legal opinion of Bond Counsel, to a like effect.

Bickerstaff Heath Delgado Acosta LLP serves as Bond Counsel to the City. Norton Rose Fulbright US LLP serves as Underwriter's Counsel. The legal fees paid to Bond Counsel and Underwriter's Counsel are contingent upon the sale and delivery of the Bonds.

**Legal Opinions**

The City will furnish the Underwriter a transcript of certain certified proceedings incident to the authorization and issuance of the Bonds. Such transcript will include a certified copy of the approving opinion of the Attorney General of Texas, as recorded in the Bond Register of the Comptroller of Public Accounts of the State, to the effect that the Bonds are valid and binding special obligations of the City. The City will also furnish the legal opinion of Bond Counsel, to the effect that, based upon an examination of such transcript, the Bonds are valid and binding special obligations of the City under the Constitution and laws of the State. The legal opinion of Bond Counsel will further state that the Bonds, including principal thereof and interest thereon, are payable from and secured by a pledge of and lien on the Pledged Revenues. Bond Counsel will also provide a legal opinion to the effect that interest on the Bonds will be excludable from gross income for federal income tax purposes under Section 103(a) of the Code, subject to the matters described above under the caption "TAX MATTERS." A copy of the opinion of Bond Counsel is attached hereto as "APPENDIX D — Form of Opinion of Bond Counsel."

Except as noted below, Bond Counsel did not take part in the preparation of the Limited Offering Memorandum, and such firm has not assumed any responsibility with respect thereto or undertaken independently to verify any of the information contained therein, except that, in its capacity as Bond Counsel, such firm has reviewed the information describing the Bonds herein under the captions or subcaptions "PLAN OF FINANCE — The Bonds;" Additional Obligations" (first paragraph only), "DESCRIPTION OF THE BONDS," "SECURITY FOR THE BONDS," "ASSESSMENT PROCEDURES" (except for the subcaptions "Assessment Methodology" and "Assessment Amounts") "THE DISTRICT," "TAX MATTERS," "LEGAL MATTERS — Legal Proceedings" (first paragraph only), "LEGAL MATTERS — Legal Opinions," "CONTINUING DISCLOSURE — The City," "REGISTRATION AND QUALIFICATION OF BONDS FOR SALE," "LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS" and APPENDIX B, and such firm is of the opinion that the information relating to the Bonds, the Bond Ordinance, the Assessment Ordinance and the Indenture contained therein fairly and accurately describes the laws and legal issues addressed therein and, with respect to the Bonds, such information conforms to the Bond Ordinance, the Assessment Ordinance and the Indenture.

The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. In rendering a legal opinion, the attorney does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of the parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

**Litigation — The City**

At the time of delivery and payment for the Bonds, the City will certify that, except as disclosed herein, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, pending or overtly threatened against the City affecting the existence of the District, or seeking to restrain or to enjoin the sale or delivery of the Bonds, the application of the proceeds thereof, in accordance with the Indenture, or the collection or application of Assessments securing the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Assessment Ordinance, the Indenture, any action of the City contemplated by any of the said documents, or the collection or application of the Pledged Revenues, or in any way contesting the completeness or accuracy of this Limited Offering Memorandum or any amendment or supplement thereto, or contesting the powers of the City or its authority with respect to the Bonds or any action of the City contemplated by any documents relating to the Bonds.

**Litigation — The Developer**

At the time of delivery and payment for the Bonds, the Developer will certify that, except as disclosed herein, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory body, public board or body pending, or, to the best knowledge of the Developer, threatened against or affecting the Developer or any of its affiliates wherein an unfavorable decision, ruling or finding would have a material adverse effect on the

financial condition or operations of the Developer or its managing member, or would adversely affect (1) the transactions contemplated by, or the validity or enforceability of, the Bonds, the Indenture, the 2024 Amended and Restated Service and Assessment Plan, the Financing and Reimbursement Agreement, or the Improvement Area #4 Reimbursement Agreement, or otherwise described in this Limited Offering Memorandum or (2) the tax-exempt status of interest on the Bonds (individually or in the aggregate, a "Material Adverse Effect"). Forestar Group and Forestar have been and are parties to pending and threatened litigation related to their commercial and real estate development activities. According to the Developer, such litigation occurs in the ordinary course of business and is not expected to have a Material Adverse Effect.

## SUITABILITY FOR INVESTMENT

Investment in the Bonds poses certain economic risks. See "BONDHOLDERS' RISKS." The Bonds are not rated by any nationally recognized municipal securities rating service.

No dealer, broker, salesman or other person has been authorized by the City or the Underwriter to give any information or make any representations, other than those contained in this Limited Offering Memorandum, and, if given or made, such other information or representations must not be relied upon as having been authorized by either of the foregoing. Additional information will be made available to each prospective investor, including the benefit of a site visit to the City and the opportunity to ask questions of the Developer, as such prospective investor deems necessary in order to make an informed decision with respect to the purchase of the Bonds.

## ENFORCEABILITY OF REMEDIES

The remedies available to the owners of the Bonds upon an event of default under the Indenture are in many respects dependent upon judicial actions, which are often subject to discretion and delay. See "BONDHOLDERS' RISKS — Bondholders' Remedies and Bankruptcy." Under existing constitutional and statutory law and judicial decisions, including the federal bankruptcy code, the remedies specified by the Indenture and the Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Bonds will be qualified, as to the enforceability of the remedies provided in the various legal instruments, by limitations imposed by governmental immunity, bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors and enacted before or after such delivery, and by general principles of equity that permit the exercise of judicial discretion.

## NO RATING

No application for a rating on the Bonds has been made to any rating agency, nor is there any reason to believe that the City would have been successful in obtaining an investment grade rating for the Bonds had application been made.

## CONTINUING DISCLOSURE

### The City

Pursuant to Rule 15c2-12 of the SEC (the "Rule"), the City, the Administrator and UMB Bank, N.A., as dissemination agent (in such capacity, the "Dissemination Agent'), will enter into a Continuing Disclosure Agreement (the "Disclosure Agreement of Issuer"), for the benefit of the Owners of the Bonds (including Owners of beneficial interests in the Bonds), to provide, by certain dates prescribed in the Disclosure Agreement of Issuer, certain financial information and operating data relating to the City (collectively, the "City Reports"). The specific nature of the information to be contained in the City Reports is set forth in "APPENDIX E-l — Form of Disclosure Agreement of Issuer." Under certain circumstances, the failure of the City to comply with its obligations under the Disclosure Agreement of Issuer constitutes an event of default thereunder. Such a default will not constitute an event of default under the Indenture, but such event of default under the Disclosure Agreement of Issuer would allow the Owners of the Bonds (including Owners of beneficial interests in the Bonds) to bring an action for specific performance.

The City has agreed to update information and to provide notices of certain specified events only as provided in the Disclosure Agreement of Issuer. The City has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any

information that is provided in this Limited Offering Memorandum, except as provided in the Disclosure Agreement of Issuer. The City makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell the Bonds at any future date. The City disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of the Disclosure Agreement of Issuer or from any statement made pursuant to the Disclosure Agreement of Issuer.

**The City's Compliance with Prior Undertakings**

During the past five years the City has complied in all material respects with its continuing disclosure agreements made by it in accordance with the Rule, except that the City did not timely file notice of its privately placed Combination Tax and Revenue Certificates of Obligation, Series 2021, and Tax Notes, Series 2022. The City also did not timely file its fiscal year ended September 30, 2020 audited financial statements. The City has subsequently posted notices of those debt obligations and its late filing on EMMA. The City's failures to timely file were the result of an administrative oversight, and the City has since put procedures in place to ensure that it complies with its obligations under the Rule going forward and contracted with a disclosure agent for future filings.

**The Developer**

Pursuant to the Rule, the Developer, the Administrator and the Dissemination Agent will enter into a Continuing Disclosure Agreement (the "Disclosure Agreement of Developer"), for the benefit of the Owners of the Bonds (including Owners of beneficial interests in the Bonds), to provide, by certain dates prescribed in the Disclosure Agreement of Developer, certain information regarding the Development and the Authorized Improvements (collectively, the "Developer Reports"). The specific nature of the information to be contained in the Developer Reports is set forth in "APPENDIX E-2 — Form of Disclosure Agreement of Developer." Under certain circumstances, the failure of the Developer or the Administrator to comply with its obligations under the Disclosure Agreement of Developer constitutes an event of default thereunder. Such a default will not constitute an event of default under the Indenture, but such event of default under the Disclosure Agreement of Developer would allow the Owners of the Bonds (including Owners of beneficial interests in the Bonds) to bring an action for specific performance.

The Developer has agreed to provide (i) certain updated information to the Administrator, which consultant will prepare and provide such updated information in report form and (ii) notices of certain specified events, only as provided in the Disclosure Agreement of Developer. The Developer has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided in this Limited Offering Memorandum, except as provided in the Disclosure Agreement of Developer. The Developer makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell the Bonds at any future date. The Developer disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of the Disclosure Agreement of Developer or from any statement made pursuant to the Disclosure Agreement of Developer.

**The Developer's Compliance with Prior Undertakings**

Developer has entered into various continuing disclosure agreements pursuant to the Rule (each a "Continuing Disclosure Agreement") concerning bond issuances related to properties Developer owns and controls. During the past five years Developer has complied in all material respects with any and all obligations under any Continuing Disclosure Agreement to which it is a party.

## UNDERWRITING

FMSbonds, Inc. (the "Underwriter") has agreed to purchase the Bonds from the City at a purchase price of $_____ (the par amount of the Bonds, less a reoffering discount of $_____ less an underwriting discount of $_____). The Underwriter's obligations are subject to certain conditions precedent and if obligated to purchase any of the Bonds, the Underwriter will be obligated to purchase all of the Bonds. The Bonds may be offered and sold by the Underwriter at prices lower than the initial offering prices stated on the inside cover page hereof, and such initial offering prices may be changed from time to time by the Underwriter.

## REGISTRATION AND QUALIFICATION OF BONDS FOR SALE

The sale of the Bonds has not been registered under the Federal Securities Act of 1933, as amended, in reliance upon the exemption provided thereunder by Section 3(a)(2); and the Bonds have not been qualified under the Securities Act of Texas in reliance upon various exemptions contained therein; nor have the Bonds been qualified under the securities acts of any other jurisdiction. The City assumes no responsibility for qualification of the Bonds under the securities laws of any jurisdiction in which the Bonds may be sold, assigned, pledged, hypothecated or otherwise transferred. This disclaimer of responsibility for qualification for sale or other disposition of the Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration provisions.

## LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS

The PID Act and Section 1201.041 of the Public Security Procedures Act (Chapter 1201, Texas Government Code, as amended) provide that the Bonds are negotiable instruments and investment securities governed by Chapter 8, Texas Business and Commerce Code, as amended, and are legal and authorized investments for insurance companies, fiduciaries, trustees, or for the sinking funds of municipalities or other political subdivisions or public agencies of the State. With respect to investment in the Bonds by municipalities or other political subdivisions or public agencies of the State, the PFIA requires that the Bonds be assigned a rating of at least "A" or its equivalent as to investment quality by a national rating agency. See "NO RATING" above. In addition, the PID Act and various provisions of the Texas Finance Code provide that, subject to a prudent investor standard, the Bonds are legal investments for state banks, savings banks, trust companies with capital of one million dollars or more, and savings and loan associations. The Bonds are eligible to secure deposits to the extent of their market value. No review by the City has been made of the laws in other states to determine whether the Bonds are legal investments for various institutions in those states. No representation is made that the Bonds will be acceptable to public entities to secure their deposits or acceptable to such institutions for investment purposes.

The City made no investigation of other laws, rules, regulations or investment criteria which might apply to such institutions or entities or which might limit the suitability of the Bonds for any of the foregoing purposes or limit the authority of such institutions or entities to purchase or invest in the Bonds for such purposes.

## INVESTMENTS

The City invests its funds in investments authorized by State law in accordance with investment policies approved by the City Council. Both State law and the City's investment policies are subject to change.

### Legal Investments

Under State law, the City is authorized to invest in obligations meeting the requirements of the Texas Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended (the "PFIA") which may include: (1) obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks; (2) direct obligations of the State or its agencies and instrumentalities; (3) collateralized mortgage obligations issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States; (4) other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (the "FDIC") or by the explicit full faith and credit of the United States; (5) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than "A" or its equivalent; (6) bonds issued, assumed, or guaranteed by the State of Israel; (7) interest-bearing banking deposits that are guaranteed or insured by the FDIC or the National Credit Union Share Insurance Fund (the "NCUSIF") or their respective successors; (8) interest-bearing banking deposits, other than those described in clause (7), that (i) are invested through a broker or institution with a main office or branch office in this State and selected by the City in compliance with the PFIA, (ii) the broker or institution arranges for the deposit of the funds in one or more federally insured depository institutions, wherever located, for the City's account, (iii) the full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States, and (iv) the City appoints as its custodian of the banking deposits, in compliance with the PFIA, the institution in clause (8)(i) above, a bank, or a broker-dealer; (9)

certificates of deposit and share certificates meeting the requirements of the PFIA (i) that are issued by an institution that has its main office or a branch office in the State and are guaranteed or insured by the FDIC or the NCUSIF, or their respective successors, or are secured as to principal by obligations described in clauses (1) through (8), above, or secured in accordance with Chapter 2257, Texas Government Code, or in any other manner and amount provided by law for City deposits, or (ii) where (a) the funds are invested by the City through a broker or institution that has a main office or branch office in the State and selected by the City in compliance with the PFIA, (b) the broker or institution arranges for the deposit of the funds in one or more federally insured depository institutions, wherever located, for the account of the City, (c) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and (d) the City appoints, in compliance with the PFIA, the institution in clause (9)(ii)(a) above, a bank, or broker-dealer as custodian for the City with respect to the certificates of deposit; (10) fully collateralized repurchase agreements that have a defined termination date, are secured by a combination of cash and obligations described by clause (1) which are pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City, and are placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in the State; (11) certain bankers' acceptances with a stated maturity of 365 days or less, if the short-term obligations of the accepting bank, or of the holding company of which the bank is the largest subsidiary, are rated not less than "A-1" or "P-1" or the equivalent by at least one nationally recognized credit rating agency; (12) commercial paper with a stated maturity of 270 days or less that is rated at least "A-1" or "P-1" or an equivalent by either (i) two nationally recognized credit rating agencies, or (ii) one nationally recognized credit rating agency if the commercial paper is fully secured by an irrevocable letter of credit issued by a United States or state bank; (13) no-load mutual funds registered with and regulated by the Securities and Exchange Commission and complies with Securities and Exchange Commission Rule 2a-7; (14) no-load mutual funds that are registered and regulated by the Securities and Exchange Commission that have a weighted maturity of less than two years and either (i) have a duration of one year or more and are invested exclusively in obligations approved in this paragraph, or (ii) have a duration of less than one year and the investment portfolio is limited to investment grade securities, excluding asset backed securities; (15) guaranteed investment contracts that have a defined termination date and are secured by obligations described in clause (1), excluding obligations which the City is explicitly prohibited from investing in, and in an amount at least equal to the amount of bond proceeds invested under such contract; and (16) securities lending programs if (i) the securities loaned under the program are 100% collateralized, including accrued income, (ii) a loan made under the program allows for termination at any time, (iii) a loan made under the program is either secured by (a) obligations described in clauses (1) through (8) above, (b) irrevocable letters of credit issued by a state or national bank that is continuously rated by a nationally recognized investment rating firm at not less than "A" or its equivalent, or (c) cash invested in obligations described in clauses (1) through (8) above, clauses (12) through (14) above, or an authorized investment pool, (iv) the terms of a loan made under the program require that the securities being held as collateral be pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party designated by the City, (v) a loan made under the program is government securities dealer or a financial institution doing business in the State, and (vi) the agreement to lend securities has a term of one year or less.

The City may invest in such obligations directly or through government investment pools that invest solely in such obligations provided that the pools are rated no lower than "AAA" or "AAAm" or an equivalent by at least one nationally recognized rating service. The City may also contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-l et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control for a term up to two years, but the City retains ultimate responsibility as fiduciary of its assets. In order to renew or extend such a contract, the City must do so by order, ordinance, or resolution. The City is specifically prohibited from investing in: (1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal; (2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security and bears no interest; (3) collateralized mortgage obligations that have a stated final maturity of greater than ten (10) years; and (4) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

**Investment Policies**

Under State law, the City is required to invest its funds under written investment policies that primarily emphasize safety of principal and liquidity; that address investment diversification, yield, maturity, and the quality and capability of investment management; and that include a list of authorized investments for City funds, the maximum

allowable stated maturity of any individual investment, the maximum average dollar-weighted maturity allowed for pooled fund groups, methods to monitor the market price of investments acquired with public funds, a requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis, and procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the PFIA. All City funds must be invested consistent with a formally adopted "Investment Strategy Statement" that specifically addresses each fund's investment. Each Investment Strategy Statement will describe its objectives concerning: (1) suitability of investment type, (2) preservation and safety of principal, (3) liquidity, (4) marketability of each investment, (5) diversification of the portfolio, and (6) yield.

Under State law, the City's investments must be made "with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment considering the probable safety of capital and the probable income to be derived." At least quarterly the City's investment officers must submit an investment report to the City Council detailing: (1) the investment position of the City, (2) that all investment officers jointly prepared and signed the report, (3) the beginning market value, the ending market value and the fully accrued interest for the reporting period of each pooled fund group, (4) the book value and market value of each separately listed asset at the end of the reporting period, (5) the maturity date of each separately invested asset, (6) the account or fund or pooled fund group for which each individual investment was acquired, and (7) the compliance of the investment portfolio as it relates to: (a) adopted investment strategies and (b) State law. No person may invest City funds without express written authority from the City Council.

**Additional Provisions**

Under State law, the City is additionally required to: (1) annually review its adopted policies and strategies; (2) adopt by written instrument a rule, order, ordinance or resolution stating that it has reviewed its investment policy and investment strategies and records any changes made to either its investment policy or investment strategy in the respective rule, order, ordinance or resolution; (3) require any investment officers with personal business relationships or relatives with firms seeking to sell securities to the City to disclose the relationship and file a statement with the Texas Ethics Commission and the City Council; (4) require the qualified representative of firms offering to engage in an investment transaction with the City to: (a) receive and review the City's investment policy,(b) acknowledge that reasonable controls and procedures have been implemented to preclude investment transactions conducted between the City and the business organization that are not authorized by the City's investment policy (except to the extent that this authorization is dependent on an analysis of the makeup of the entity's entire portfolio, requires an interpretation of subjective investment standards or relates to investment transactions of the entity that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority), and (c) deliver a written statement in a form acceptable to the City and the business organization attesting to these requirements; (5) in conjunction with its annual financial audit, perform a compliance audit of the management controls on investments and adherence to the City's investment policy; (6) provide specific investment training for the Treasurer, chief financial officer and investment officers; (7) restrict reverse repurchase agreements to not more than ninety (90) days and restrict the investment of reverse repurchase agreement funds to no greater than the term of the reverse purchase agreement; (8) restrict the investment in no-load mutual funds in the aggregate to no more than fifteen percent (15%) of the City's monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service; (9) require local government investment pools to conform to the new disclosure, rating, net asset value, yield calculation, and advisory board requirements; and (10) at least annually review, revise and adopt a list of qualified brokers that are authorized to engage in investment transactions with the City.

## INFORMATION RELATING TO THE TRUSTEE

The City has appointed UMB Bank, N.A., a national banking association organized under the laws of the United States, to serve as Trustee. The Trustee is to carry out those duties assignable to it under the Indenture. Except for the contents of this section, the Trustee has not reviewed or participated in the preparation of this Limited Offering Memorandum and assumes no responsibility for the contents, accuracy, fairness or completeness of the information set forth in this Limited Offering Memorandum or for the recitals contained in the Indenture or the Bonds, or for the validity, sufficiency, or legal effect of any of such documents.

Furthermore, the Trustee has no oversight responsibility, and is not accountable, for the use or application by the City of any of the Bonds authenticated or delivered pursuant to the Indenture or for the use or application of the

proceeds of such Bonds by the City. The Trustee has not evaluated the risks, benefits, or propriety of any investment in the Bonds and makes no representation, and has reached no conclusions, regarding the value or condition of any assets or revenues pledged or assigned as security for the Bonds, the technical or financial feasibility of the project, or the investment quality of the Bonds, about all of which the Trustee expresses no opinion and expressly disclaims the expertise to evaluate.

Additional information about the Trustee may be found at its website at https://www.umb.com/. Neither the information on the Trustee's website, nor any links from that website, is a part of this Limited Offering Memorandum, nor should any such information be relied upon to make investment decisions regarding the Bonds.

## SOURCES OF INFORMATION

### General

The information contained in this Limited Offering Memorandum has been obtained primarily from the City's records, the Developer and its representatives and other sources believed to be reliable. In accordance with its responsibilities under the federal securities law, the Underwriter has reviewed the information in this Limited Offering Memorandum in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of the transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Limited Offering Memorandum or any sale hereunder will create any implication that there has been no change in the financial condition or operations of the City or the Developer described herein since the date hereof. This Limited Offering Memorandum contains, in part, estimates and matters of opinion that are not intended as statements of fact, and no representation or warranty is made as to the correctness of such estimates and opinions or that they will be realized. The summaries of the statutes, resolutions, ordinances, indentures and engineering and other related reports set forth herein are included subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions and reference is made to such documents for further information.

### Source of Certain Information

The information contained in this Limited Offering Memorandum relating to the description of the Improvement Area #4 Improvements, the Development and the Developer generally and, in particular, the information included in maps on pages (ii) - (vi) and in the sections captioned "PLAN OF FINANCE," "THE IMPROVEMENT AREA #4 IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPER," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Improvement Area #4 Improvements and the Development), "LEGAL MATTERS — Litigation — The Developer," and "CONTINUING DISCLOSURE — The Developer" and "— The Developer's Compliance with Prior Undertakings" has been provided by the Developer, and the Developer warrants and represents that the information contained herein is true and correct and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made herein, in the light of the circumstances under which they were made, not misleading. At the time of delivery of the Bonds to the Underwriter, the Developer will deliver a certificate to this effect to the City and the Underwriter.

### Experts

The information regarding the 2024 Amended and Restated Service and Assessment Plan in this Limited Offering Memorandum has been provided by P3Works, LLC, the Administrator, and has been included in reliance upon the authority of such firm as experts in the field of assessment allocation/methodology and district administration.

The information regarding the Appraisal in this Limited Offering Memorandum has been provided by The Aegis Group, Inc., the Appraiser and has been included in reliance upon the authority of such firm as experts in the field of the appraisal of real property. The Appraiser has consented to the inclusion of the Appraisal herein.

### Updating of Limited Offering Memorandum

If, subsequent to the date of the Limited Offering Memorandum, the City learns, through the ordinary course of business and without undertaking any investigation or examination for such purposes, or is notified by the

Underwriter, of any adverse event which causes the Limited Offering Memorandum to be materially misleading, and unless the Underwriter elects to terminate its obligation to purchase the Bonds, the City will promptly prepare and supply to the Underwriter an appropriate amendment or supplement to the Limited Offering Memorandum satisfactory to the Underwriter; provided, however, that the obligation of the City to so amend or supplement the Limited Offering Memorandum will terminate when the City delivers the Bonds to the Underwriter, unless the Underwriter notifies the City on or before such date that less than all of the Bonds have been sold to ultimate customers; in which case the City's obligations hereunder will extend for an additional period of time (but not more than ninety (90) days after the date the City delivers the Bonds) until all of the Bonds have been sold to ultimate customers.

## FORWARD-LOOKING STATEMENTS

Certain statements included or incorporated by reference in this Limited Offering Memorandum constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the Securities Act. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "project," "anticipate," "budget" or other similar words.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED HEREIN TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE CITY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ANY OF ITS EXPECTATIONS, OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, OTHER THAN AS DESCRIBED UNDER "CONTINUING DISCLOSURE" HEREIN.

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## AUTHORIZATION AND APPROVAL

The City Council will approve the form and content of this Preliminary Limited Offering Memorandum and the use thereof by the Underwriter in connection with the marketing and sale of the Bonds. In the Bond Ordinance, the City Council will approve the form and content of the final Limited Offering Memorandum.

CITY OF MANOR, TEXAS

_____
Mayor

ATTEST:

_____
City Secretary

APPENDIX A

GENERAL INFORMATION REGARDING THE CITY AND SURROUNDING AREA

The following information has been provided for informational purposes only.

**Historical Employment in Travis County (Average Annual)**

| | Average Annual | | | | |
|---|---|---|---|---|---|
| | 2023 | 2022 | 2021 | 2020 | 2019 |
| Civilian Labor Force | 857,916 | 822,494 | 778,563 | 735,013 | 731,331 |
| Total Employed | 829,904 | 799,306 | 747,009 | 688,176 | 712,144 |
| Total Unemployed | 28,012 | 23,188 | 31,554 | 46,837 | 19,187 |
| Unemployment Rate | 3.3% | 2.8% | 4.1% | 6.4% | 2.6% |

Source: Texas Workforce Commission.

**Major Employers in Travis County**

| Employer | Product or Service | Employees |
|---|---|---|
| State of Texas | Government | 59,035 |
| The University of Texas at Austin | Education & Research | 37,067 |
| H.E.B. Grocery Co. | Grocery Stores | 19,008 |
| City of Austin | Government | 16,427 |
| Wal-Mart Stores, Inc. | Retail | 15,000 |
| Dell Inc. | Electronics | 14,030 |
| Federal Government | Government | 12,982 |
| Amazon.com, LLC | Retail | 11,000 |
| Austin ISD | Education | 10,858 |

Source: The Municipal Advisory Council of Texas.

**Building Permits**

| Year Ended | Commercial | | Residential | | |
|---|---|---|---|---|---|
| 30-Sep | Number[(1)] | Value ($) | Number | Value | Grand Total ($) |
| 2018 | 30 | 37,718,084 | 558 | 143,927,683 | 181,645,767 |
| 2019 | 10 | 16,405,970 | 611 | 174,338,256 | 190,744,226 |
| 2020 | 10 | 77,161,580 | 823 | 243,226,846 | 320,338,427 |
| 2021 | 14 | 28,849,537 | 345 | 102,871,225 | 131,720,762 |
| 2022 | 24 | 79,017,054 | 907 | 298,015,274 | 377,032,328 |
| 2023 | 13 | 14,188,746 | 550 | 178,069,554 | 192,258,300 |
| 2024[(1)] | 14 | 64,613,430 | 96 | 31,192,566 | 95,805,996 |

Source: City of Manor

(1) Includes multi-family new building permits.

(2) As of March 13, 2024.

## Surrounding Economic Activity

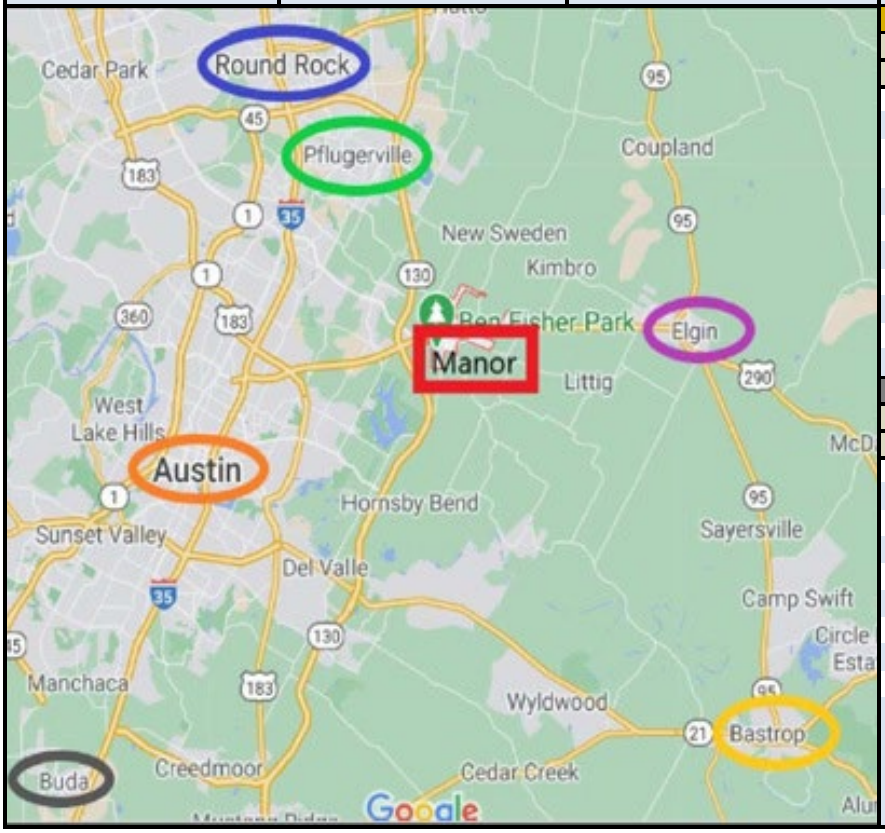
The major employers in municipalities surrounding the City are set forth in the table below.

| City of Elgin, TX | |
|---|---|
| Approximately 12 Miles from Manor | |
| **Employer** | **Employees** |
| Elgin ISD | 664 |
| Wal-Mart | 225 |
| HEB Grocery | 200 |
| ACME Brick Company | 162 |
| Hanson Brick Company | 80 |
| City of Elgin | 67 |
| Southside Market & BBQ | 65 |
| Elgin-Butler Brick | 60 |
| Elgin Veterinary Hospital | 40 |
| Meyer Sausage/Smokehouse | 25 |

| City of Pflugerville, TX | |
|---|---|
| Approximately 12 Miles from Manor | |
| **Employer** | **Employees** |
| Amazon | 1,547 |
| Pflugerville ISD | 1,400 |
| City of Pflugerville | 407 |
| Wal-Mart | 325 |
| Brandt | 306 |
| Mtech | 268 |
| Cash Construction Company | 250 |
| ESD | 250 |
| Curative | 248 |
| Costo | 200 |

| City of Austin, TX | |
|---|---|
| Approximately 15 Miles from Manor | |
| **Employer** | **Employees** |
| State Government | 39,306 |
| University of Texas at Austin | 39,597 |
| HEB | 20,749 |
| City of Austin | 15,218<br>15,548 |
| Federal Government | 15,000 |
| Dell Computer Corporation | 13,000 |
| Ascension Seton | 12,086 |
| Amazon | 11,000 |
| St. David Healthcare Partnership | 10,854 |
| Austin ISD | 10,565 |

| City of Round Rock, TX | |
|---|---|
| Approximately 15 Miles from Manor | |
| **Employer** | **Employees** |
| Dell Technologies | 13,000 |
| Round Rock ISD | 6,750 |
| City of Round Rock | 1,021 |
| Kalahari Resorts & Conventions | 1,000 |
| Round Rock Premium Outlets | 800 |
| Ascension Seton Medical Center Williamson | 750 |
| Baylor Scott & White Healthcare | 750 |
| St. David's Round Rock Medical Center | 689 |
| Emerson Automation Solutions | 682 |
| Amazon | 600 |




| City of Bastrop, TX | |
|---|---|
| Approximately 28 Miles from Manor | |
| **Employer** | **Employees** |
| Bastrop ISD | 1,824 |
| H.E.B Grocery Co. | 607 |
| Hyatt Regency Lost Pines Resort | 600 |
| Bastrop County | 517 |
| Agilent/Stratagene | 306 |
| Wal-Mart | 261 |
| Bastrop FCI | 247 |
| Buc-ee's | 169 |
| Bluebonnet Electric Co-Op | 168 |
| City of Bastrop | 152 |

| City of Buda, TX | |
|---|---|
| Approximately 30 Miles from Manor | |
| **Employer** | **Employees** |
| Capital Excavation | 315 |
| HEB Grocery | 249 |
| Wal-Mart | 240 |
| ProBuild | 222 |
| Fat Quarter Shop | 215 |
| Cabela's | 196 |
| Texas Lehigh Cement | 180 |
| US Foods | 159 |
| Hays Community YMCA | 157 |
| Capital Spectrum | 150 |

Source: Municipal Advisory Council of Texas.

APPENDIX B

FORM OF INDENTURE

# INDENTURE OF TRUST

**By and Between**

**CITY OF MANOR, TEXAS**

**and**

**UMB BANK, N.A.,**
**as Trustee**

**DATED AS OF [May] 1, 2024**

**SECURING**

**$[_____],000**
**CITY OF MANOR, TEXAS**
**SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024**
**(MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT**
**IMPROVEMENT AREA #4 PROJECT)**

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# INDENTURE OF TRUST

THIS INDENTURE OF TRUST, dated as of [May] 1, 2024 is by and between the CITY OF MANOR, TEXAS (the "*City*"), and UMB BANK, N.A., as trustee (together with its successors, the "*Trustee*"). Capitalized terms used in the preambles, recitals and granting clauses and not otherwise defined shall have the meanings assigned thereto in Article I.

WHEREAS, a petition (the "*Petition*") was submitted by Sky Village Kimbro Estates, LLC, a Texas limited liability company, and RHOF, LLC, a Texas limited liability company, and filed with the City Secretary of the City (the "*City Secretary*") on September 10, 2018, pursuant to the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the "*PID Act*"), requesting the creation of a public improvement district located in the City to be known as the Manor Heights Public Improvement District (the "*District*"); and

WHEREAS, the Petition contained the signatures of the owners of taxable property representing more than fifty-percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of the Travis Central Appraisal District, and the signatures of property owners who own taxable real property that constitutes more than fifty-percent of the area of all taxable property that is liable for assessment by the District; and

WHEREAS, on November 7, 2018, after due notice, the City Council of the City ("*City Council*") held a public hearing in the manner required by law on the advisability of the improvement projects and services described in the Petition as required by Section 372.009 of the PID Act; and

WHEREAS, the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2018-10 adopted by a majority of the members of the City Council, authorized the creation of the District in accordance with its finding as to the advisability of the improvement projects and services; and

WHEREAS, on November 9, 2018, the City published notice of its authorization of the creation of the District in the *Manor Community News,* a newspaper of general circulation in the City; and

WHEREAS, no written protests of the creation of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after November 9, 2018; and

WHEREAS, on October 7, 2020, after due notice, the City Council held a public hearing on the matter as required by law on the advisability of adding additional land to the boundaries of the District; and

WHEREAS, on September 3, 2020, Forestar (USA) Real Estate Group, Inc., a Delaware corporation, (the "*Developer*") the successor-in-interest to RHOF LLC, a Texas limited liability company, Sky Village Kimbro Estates, LLC, a Texas limited liability company, Alma Juanita Champion Meier, William Clark Meier, and Carolyn Juanita Meier Fauber, filed a petition with

the City Secretary requesting the City authorize adding additional land to the boundaries of the District; and

WHEREAS, the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2020-11 adopted by a majority of the members of the City Council, authorized adding additional land to the boundaries of the District; and

WHEREAS, on May 5, 2021, the City Council, in accordance with the authority granted to it by the PID Act and other applicable laws, issued its "City of Manor, Texas Special Assessment Revenue Bonds, Series 2021 (Manor Heights Public Improvement District Major Improvement Area Project)" (the "*Series 2021 MIA Bonds*") and its "City of Manor, Texas Special Assessment Revenue Bonds, Series 2021 (Manor Heights Public Improvement District Improvement Area #1-2 Project)" (the "*Series 2021 IA#1-2 Bonds*");

WHEREAS, the Series 2021 MIA Bonds are payable from the assessments levied against that portion of the District designated as the Major Improvement Area and are secured by that certain Indenture of Trust, dated May 1, 2021, executed and delivered by the City and the Trustee, concurrent with the issuance of the Series 2021 MIA Bonds, and as amended by the First Amendment to Indenture of Trust, dated December 1, 2021 (collectively, the "*2021 Indenture*"); and

WHEREAS, pursuant to the Act and other laws, and by Articles X and XIII of the 2021 Indenture, the City is authorized to issue Future Improvement Area Bonds (as defined in the 2021 Indenture) upon the satisfaction of the requirements stated in Article XIII of the 2021 Indenture pertaining to the progress of the development of the District (the "*Future Bonds Test*"); and

WHEREAS, on June 21, 2023, the City Council, in accordance with the authority granted to it by the PID Act and other applicable laws, issued its "City of Manor, Texas Special Assessment Revenue Bonds, Series 2023 (Manor Heights Public Improvement District Improvement Area #3 Project)" (the "*Series 2023 IA#3 Bonds*"), under the 2021 Indenture as its first series of Future Improvement Area Bonds;

WHEREAS, the City Council, pursuant to Section 372.016 of the PID Act, has filed the proposed "Improvement Area #4 Assessment Roll" for the District with the City Secretary and made the proposed Assessment Roll subject to public inspection, and also directed and caused the City Secretary to publish notice of a public hearing on [April 19], 2024 in *The Manor Journal,* a newspaper of general circulation in the City, for the consideration of the proposed "Improvement Area #4 Assessments" (the "*Assessments*") and the "2024 Amended and Restated Service and Assessment Plan," and, on [the same date], mailed notice of the public hearing to the last known address of each property owner liable for such assessments; and

WHEREAS, on [May 1], 2024, the City Council convened the public hearing, and at such public hearing all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to make any objection to the proposed Assessment Roll and the Assessments; and

WHEREAS, at the [May 1], 2024, public hearing referenced above, there were no written objections or evidence submitted to the City Secretary in opposition to the 2024 Amended and Restated Service and Assessment Plan (as defined herein), the allocation of Actual Costs (defined herein), the Assessment Roll, or the levy of the Assessments; and

WHEREAS, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City Secretary or the City, the City Council closed the hearing; and

WHEREAS, on [May 1], 2024, the City approved and accepted the 2024 Amended and Restated Service and Assessment Plan in conformity with the requirements of the PID Act and adopted Ordinance No. [___] (the "*Assessment Ordinance*") and therein levied the Assessments; and

WHEREAS, the City Council is authorized by the PID Act to issue its revenue bonds payable from special assessments for the purposes of (i) paying a portion of the costs of Authorized Improvements (defined herein), (ii) paying capitalized interest on the bonds during and after the period of acquisition and construction of the Authorized Improvements, (iii) funding a reserve account for payment of principal and interest on the bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance; and

WHEREAS, the requirements of the Future Bonds Test have been satisfied and the City now desires to issue its second series of Future Improvement Area Bonds for the purposes of (i) paying a portion of the costs of the Improvement Area #4 Improvements (as defined herein), (ii) paying capitalized interest on the Bonds during and after the period of acquisition and construction of the Improvement Area #4 Improvements, (iii) funding a reserve account for the payment of principal and interest on the Bonds (defined herein), (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance, and such series of Bonds are to be entitled "City of Manor, Texas Special Assessment Revenue Bonds, Series 2024 (Manor Heights Public Improvement District Improvement Area #4 Project)" (the "*Bonds*"), such Bonds being payable solely from the Trust Estate (defined herein), consisting primarily of the Assessment Revenue (defined herein) and other funds pledged under this Indenture to the payment of Bonds and for the purposes set forth in the preamble of this Indenture; and

WHEREAS, the Trustee has agreed to accept the trusts herein created and to serve as Trustee upon the terms set forth in this Indenture.

NOW, THEREFORE, the City, in consideration of the foregoing premises and acceptance by the Trustee of the trusts herein created, of the purchase and acceptance of the Bonds by the Owners (defined herein) thereof, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, CONVEY, PLEDGE, TRANSFER, ASSIGN, and DELIVER to the Trustee for the benefit of the Owners, a security interest in all of the moneys, rights and properties described in the Granting Clauses hereof, as follows (collectively, the "*Trust Estate*"):

FIRST GRANTING CLAUSE

The Pledged Revenues and all moneys and investments held in the Pledged Funds, including any contract or any evidence of indebtedness related thereto or other rights of the City to receive any of such moneys or investments, whether now existing or hereafter coming into existence, and whether now or hereafter acquired; and

SECOND GRANTING CLAUSE

Any and all other property or money of every name and nature which is, from time to time hereafter by delivery or by writing of any kind, conveyed, pledged, assigned or transferred to the Trustee as additional security hereunder by the City or by anyone on its behalf or with its written consent, and the Trustee is hereby authorized to receive any and all such property or money at any and all times and to hold and apply the same subject to the terms thereof; and

THIRD GRANTING CLAUSE

Any and all proceeds and products of the foregoing property described in the above granting clauses;

TO HAVE AND TO HOLD the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors or assigns;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and ratable benefit of all present and future Owners of the Bonds from time to time issued under and secured by this Indenture, and for enforcement of the payment of the Bonds in accordance with their terms, and for the performance of and compliance with the obligations, covenants, and conditions of this Indenture;

PROVIDED, HOWEVER, if and to the extent that Assessments have been prepaid, the lien on the real property associated with such Prepayment shall be released and the rights of the Trustee and Owners under this Indenture to proceed against the City for the purpose of protecting and enforcing the rights of the Owners with respect to such released real property shall terminate;

FURTHER PROVIDED, HOWEVER, if the City or its assigns shall well and truly pay, or cause to be paid, the principal or redemption price of and the interest on all the Bonds at the times and in the manner stated in the Bonds, according to the true intent and meaning thereof, then this Indenture and the rights hereby granted shall cease, terminate and be void; otherwise this Indenture is to be and remain in full force and effect; and

IN ADDITION, the Bonds are special obligations of the City payable solely from the Trust Estate, as and to the extent provided in this Indenture. The Bonds do not give rise to a charge against the general credit or taxing powers of the City and are not payable except as provided in this Indenture. Notwithstanding anything to the contrary herein, the Owners shall never have the right to demand payment thereof out of any funds of the City other than the Trust Estate. The City shall have no legal or moral obligation to pay for the Bonds out of any funds of the City other than the Trust Estate.

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated, and delivered and the Trust Estate hereby created, assigned, and pledged is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes as hereinafter expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners from time to time of the Bonds as follows:

## ARTICLE I
## DEFINITIONS, FINDINGS AND INTERPRETATION

Section 1.1. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Indenture, the following terms shall have the meanings specified below:

"*2021 Indenture*" means the Indenture of Trust dated as of May 1, 2021, between the City and UMB Bank, N.A., securing the Series 2021 MIA Bonds.

"*2024 Amended and Restated Service and Assessment Plan*" means the Service and Assessment Plan, as amended and restated by the Annual Service Plan Update, passed and approved by City Council on [May 1], 2024, by Ordinance No. [___], as same may be further amended, updated, supplemented or otherwise modified from time to time.

"*Account*" means any of the accounts established pursuant to Section 6.1 of this Indenture.

*"Actual Costs"* means, with respect to the Improvement Area #4 Improvements, the actual costs paid or incurred by or on behalf of the Developer: (1) to plan, finance, design, acquire, construct, install, and dedicate such improvements to the City; (2) to prepare plans, specifications (including bid packages), contracts, and as-built drawings; (3) to obtain zoning, licenses, plan approvals, permits, inspections, and other governmental approvals; (4) for third-party professional consulting services including but not limited to, engineering, surveying, geotechnical, land planning, architectural, landscaping, legal, accounting, and appraisals; (5) of labor, materials, equipment, fixtures, payment and performance bonds and other construction security, and insurance premiums; (6) to implement, administer, and manage the above-described activities; and (7) for the creation of the District and the costs of the issuance of the Bonds. Actual Costs shall not include general contractor's fees in an amount that exceeds a percentage equal to the percentage of work completed or construction management fees in an amount that exceeds an amount equal to the construction management fee amortized in approximately equal monthly installments over the term of the applicable construction management contract. Amounts expended for costs described in subsection (3), (4), and (6) above shall be excluded from the amount upon which the general contractor and construction management fees are calculated.

"*Additional Interest*" means the amount collected by application of the Additional Interest Rate.

"*Additional Interest Rate*" means the incremental interest rate charged on the Assessments securing the Bonds, in excess of the interest rate charged on the Bonds, in the amount of one-half of one percent (0.50%) as authorized pursuant to the PID Act.

"*Additional Interest Reserve Account*" means the Account established pursuant to Section 6.1 hereof.

"*Additional Interest Reserve Requirement*" means, initially, an amount equal to 5.5% of the par amount of the Outstanding Bonds which will be funded from the payment of the Additional Interest deposited to the Pledged Revenue Fund.

"*Additional Obligations*" means any bonds or obligations, including specifically, any installment contracts, reimbursement agreements, temporary note or time warrant secured in whole or in part by an assessment, other than the Assessments securing the Bonds, levied against property within Improvement Area #4 of the District in accordance with the PID Act.

"*Administrative Fund*" means that Fund established by Section 6.1 and administered pursuant to Section 6.10 hereof.

"*Administrator*" means P3Works, LLC, unless and until a different Administrator is designated by the City and if no Administrator is designated, the City.

"*Annual Collection Costs*" means, with respect to Improvement Area #4, the actual or budgeted costs and expenses related to the creation and operation of the District, the issuance and sale of the Bonds, and the construction, operation and maintenance of the Improvement Area #4 Improvements, including, but not limited to, costs and expenses for: (1) the Administrator and City staff; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (4) preparing and maintaining records with respect to the Assessment Rolls and Annual Service Plan Updates; (5) issuing, paying, and redeeming the Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with the Service and Assessment Plan and the PID Act with respect to the administration of a reimbursement agreement and the issuance and sale of the Bonds, including continuing disclosure requirements; and (8) the paying agent/registrar and Trustee in connection with the Bonds, including their respective legal counsel. Amounts collected for Annual Collection Costs but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

"*Annual Debt Service*" means, for each Bond Year, the sum of (i) the interest due on the Outstanding Bonds in such Bond Year, assuming that the Outstanding Bonds are retired as scheduled (including by reason of Sinking Fund Installments), and (ii) the principal amount of the Outstanding Bonds due in such Bond Year (including any Sinking Fund Installments due in such Bond Year).

"*Annual Installment*" means, with respect to the Assessments, the annual installment payments of an Assessment calculated by the Administrator and approved by the City Council, including: (i) principal; (ii) interest; (iii) Annual Collection Costs; and (iv) the Additional Interest.

"*Annual Service Plan Update*" means the annual review and update of the Service and Assessment Plan required by the PID Act, and the 2024 Amended and Restated Service and Assessment Plan.

"*Applicable Laws*" means the PID Act, and all other laws or statutes, rules, or regulations, and any amendments thereto, of the State of Texas or of the United States, by which the City and its powers, securities, operations, and procedures are, or may be, governed or from which its powers may be derived.

"*Assessed Property*" means each respective Parcel of land located within Improvement Area #4, other than Non-Benefited Property, against which an Assessment is levied by the Assessment Ordinance in accordance with the 2024 Amended and Restated Service and Assessment Plan.

"*Assessment(s)*" means the aggregate assessments shown on the Improvement Area #4 Assessment Roll, which is Exhibit I-1to the 2024 Amended and Restated Service and Assessment Plan. The singular of such term means the assessment levied against an Assessed Property, as shown on the Assessment Roll, subject to reallocation upon the subdivision of an Assessed Property or reduction according to the provisions of the 2024 Amended and Restated Service and Assessment Plan and the PID Act.

"*Assessment Ordinance*" means Ordinance No. [___] adopted by the City Council on [May 1], 2024, that levied the Assessments on the Assessed Properties.

"*Assessment Revenue*" means monies collected by or on behalf of the City from any one or more of the following: (i) an Assessment levied against an Assessed Property, or Annual Installment payment thereof, including any interest on such Assessment or Annual Installment thereof during any period of delinquency, (ii) a Prepayment, (iii) Delinquent Collection Costs, and (iv) Foreclosure Proceeds.

"*Assessment Roll*" or "*Assessment Rolls*" means the Assessment Roll attached as Exhibit I-1 to the 2024 Amended and Restated Service and Assessment Plan, or any other Assessment Roll in an amendment or supplement to the 2024 Amended and Restated Service and Assessment Plan or in an Annual Service Plan Update, showing the total amount of the Assessments against each Assessed Property related to the Bonds and the Improvement Area #4 Improvements, as updated, modified, or amended from time to time in accordance with the terms of the 2024 Amended and Restated Service and Assessment Plan and the PID Act.

"*Authorized Denomination*" means $100,000 and any integral multiple of $1,000 in excess thereof, or such smaller amount authorized by Section 4.5(c); *provided, however,* that upon receipt by the Paying Agent/Registrar of written evidence that the Bonds have received an Investment Grade Rating, Authorized Denomination shall mean $1,000 or any integral multiple thereof, notwithstanding any subsequent downgrade, suspension or withdrawal of such rating. With respect to PID Bonds issued other than the Bonds, such term shall have the meaning ascribed thereto in the Supplemental Indenture authorizing the issuance of such PID Bonds.

"*Authorized Improvements*" means those public improvements, including the Improvement Area #4 Improvements, authorized by Section 372.003 of the PID Act, including those listed in Section III and Exhibit C and depicted in Exhibit M of the Service and Assessment Plan.

"*Bond Counsel*" means Bickerstaff Heath Delgado Acosta LLP or any other attorney or firm of attorneys designated by the City that are nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"*Bond Date*" means the date designated as the initial date of the Bonds by Section 3.2(a) of this Indenture.

"*Bond Fund*" means the Fund established pursuant to Section 6.1 and administered as provided in Section 6.5 hereof.

"*Bond Ordinance*" means Ordinance No. [___] adopted by the City Council on [May 1], 2024, authorizing the issuance of the Bonds pursuant to this Indenture.

"*Bond Year*" means the one-year period beginning on September 15 in each year and ending on September 14 in the following year.

"*Bonds*" or "*Bond*" means the City's bonds authorized to be issued by Section 3.1 of this Indenture entitled "City of Manor, Texas Special Assessment Revenue Bonds, Series 2024 (Manor Heights Public Improvement District Improvement Area #4 Project)."

"*Business Day*" means any day other than a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close.

"*Certification for Payment*" means a certification for payment substantially in the forms of Exhibit D attached to the Financing Agreement executed by the Developer and submitted to the City and approved by the City Representative, specifying the amount of work performed and the Actual Costs thereof, and requesting payment for such Actual Costs from money on deposit in accounts of the Project Fund as further described in the Financing Agreement and Section 6.6 herein.

"*City*" means the City of Manor, Texas.

"*City Certificate*" means a certificate signed by the City Representative and delivered to the Trustee certifying that the Trustee is authorized to take the action specified in the City Certificate, and a form of City Certificate is included as *Exhibit B* to this Indenture.

"*City Council*" shall have the meaning ascribed to such term in the recitals hereof.

"*City Engineer*" means the civil engineer or firm of civil engineers selected by the City to perform the duties set forth herein and in the Financing Agreement.

"*City Representative*" means any official or agent of the City authorized by the City Council to undertake the action referenced herein.

"*City Secretary*" means the City Secretary of the City.

"*Closing Date*" means the date of the initial delivery of and payment for the Bonds.

"*Code*" means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

"*Continuing Disclosure Agreements" or "Continuing Disclosure Agreement"* means both, or either of, the Continuing Disclosure Agreements by and between the City, the Administrator and the Dissemination Agent with respect to the Bonds, and by and between the Developer, the Administrator and the Dissemination Agent, with respect to the Bonds.

"*Costs of Issuance Account*" means the Account established pursuant to Section 6.1 hereof.

"*County*" means Travis County, Texas.

"*Defeasance Securities*" means Investment Securities then authorized by applicable law for the investment of funds to defease public securities.

"*Delinquent Collection Costs*" means for an Assessed Property, interest, penalties, and other costs and expenses authorized by the PID Act that directly or indirectly relate to the collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under the 2024 Amended and Restated Service and Assessment Plan, including costs and expenses to foreclose liens.

"*Designated Payment/Transfer Office*" means (i) with respect to the initial Paying Agent/Registrar named in this Indenture, the transfer/payment office located in Austin, Texas, or such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

*"Developer"* means Forestar (USA) Real Estate Group, Inc., a Delaware corporation.

*"Development Agreement"* means the agreement titled the "Development Agreement," and which was entered into by and between the City and Sky Village Kimbro Estates, LLC, a Texas limited liability company, and RHOF, LLC, a Texas limited liability company on November 7, 2018, as assigned to the Developer on October 31, 2019, as amended on November 6, 2019, October 21, 2020, June 15, 2022, and October 2, 2023.

"*Dissemination Agent*" means UMB Bank, N.A. and its successors.

"*District"* shall have the meaning set forth in the first recital.

"*DTC*" means The Depository Trust Company of New York, New York, or any successor securities depository.

"*DTC Participant*" means brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions.

"*Event of Default*" shall have the meaning, with respect to this Indenture, set forth in Section 11.1 hereof.

"*Excess Additional Interest Reserve Amount*" shall have the meaning set forth in Section 6.8(e) hereof.

"*Financing Agreement*" means the "*Manor Heights Public Improvement District Financing and Reimbursement Agreement*" between the City and the Developer, and consented to by RHOF, LLC and by Continental Homes of Texas, L.P., effective as of April 21, 2021, which provides, in part, for the deposit of proceeds from the issuance and sale of PID Bonds and the payment of Actual Costs of Authorized Improvements within the District, the issuance of bonds, the reimbursement of Actual Costs to the Developer from the proceeds of the PID Bonds for funds advanced by the Developer and used to pay Actual Costs of Authorized Improvements and other matters related thereto.

"*Foreclosure Proceeds*" means the proceeds, including interest and penalty interest, received by the City from the enforcement of the Assessments against any Assessed Property or Assessed Properties, whether by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Costs.

"*Fund*" means any of the funds established pursuant to Section 6.1 of this Indenture.

"*Future Bonds Test*" means the requirements established under Article XIII of the 2021 Indenture which must be satisfied prior to issuance of any Future Improvement Area Bonds.

"*IA#4 Improvements Account*" means the Account of such name established pursuant to Section 6.1 hereof.

"*Improvement Area #4*" means the area to be developed within the District, that is described by metes and bounds in Exhibit A-5 of the 2024 Amended and Restated Service and Assessment Plan and generally depicted on the map in Exhibit B-5 to the 2024 Amended and Restated Service and Assessment Plan.

"*Improvement Area #4 Improvements*" means those Authorized Improvements constructed that benefit Improvement Area #4, which are more particularly described in Section III.E of the 2024 Amended and Restated Service and Assessment Plan.

**"***Improvement Area #4 Reimbursement Agreement***"** means the Manor Heights Public Improvement District Reimbursement Agreement (Improvement Area #4), effective as of October 18, 2023, by and between the City and the Developer that provides for reimbursement of

a portion of the Actual Costs of the Improvement Area #4 Improvements, plus interest, to the Developer.

"*Indenture*" means this Indenture of Trust as originally executed or as it may be from time to time supplemented or amended by one or more indentures supplemental hereto and entered into pursuant to the applicable provisions hereof.

"*Independent Financial Consultant*" means any consultant or firm of such consultants appointed by the City who, or each of whom: (i) is judged by the City, as the case may be, to have experience in matters relating to the issuance and/or administration of the Bonds; (ii) is in fact independent and not under the domination of the City; (iii) does not have any substantial interest, direct or indirect, with or in the City, or any owner of real property in the District, or any real property in the District; and (iv) is not connected with the City as an officer or employee of the City or related by consanguinity or affinity to any such officer or employee, but who may be regularly retained to make reports to the City.

"*Initial Bond*" means the initial Bond as set forth in *Exhibit A* to this Indenture.

"*Interest Payment Date*" means the date or dates upon which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being on March 15 and September 15 of each year, commencing [September] 15, 202[4].

"*Investment Grade Rating*" means a rating on the Bonds, assigned by a Rating Agency in one of such Rating Agency's four highest categories for long-term debt instruments (without regard for gradation within a rating category and without regard for credit enhancement unless such credit enhancement extends through the final maturity date of the Bonds) or otherwise designated as investment grade by a Rating Agency.

"*Investment Securities*" means those authorized investments described in the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended; and that at the time made are included in and authorized by the City's official investment policy as approved by the City Council from time to time.

"*Landowner*" or "*Landowners*" means, collectively, the Developer, RHOF, LLC, a Texas limited liability company, and Continental Homes of Texas, L.P., a Texas limited partnership, and any successor and assigns, or if Landowner's interest in property located in the District is transferred, in whole or in part, in any manner, the subsequent landowner(s) or the successors(s) or assign(s) of such subsequent landowner.

"*Maximum Annual Debt Service*" means the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds.

*"Non-Benefited Property"* means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements. Property is identified as Non-Benefitted Property at the time the Assessments (1) are imposed or (2) are reallocated pursuant to a subdivision of a Parcel that is not assessed.

"*Outstanding*" means, as of any particular date when used with reference to Bonds, all Bonds authenticated and delivered under this Indenture except (i) any Bond that has been canceled by the Trustee (or has been delivered to the Trustee for cancellation) at or before such date, (ii) any Bond for which the payment of the principal or Redemption Price of and interest on such Bond shall have been made as provided in Article IV, and (iii) any Bond in lieu of or in substitution for which a new Bond shall have been authenticated and delivered pursuant to Section 3.11 herein.

"*Owner*" *or "Holder"* means the Person who is the registered owner of a Bond or Bonds, as shown in the Register, which shall be Cede & Co., as nominee for DTC, so long as the Bonds are in book-entry only form and held by DTC as securities depository in accordance with Section 3.13 herein.

*"Parcel"* means a property identified by either a tax map identification number assigned by the Travis Central Appraisal District for real property tax purposes, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the official public records of Travis County, or by any other means determined by the City.

"*Paying Agent/Registrar*" means initially the Trustee, or any successor thereto as provided in this Indenture.

"*Person*" or "*Persons*" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"*Petition*" is defined in the recitals.

"*PID Act*" means Texas Local Government Code, Chapter 372, Improvement Districts in Municipalities and Counties, Subchapter A, Public Improvement Districts, as amended.

"*PID Bonds*" means bonds issued by the City to finance the Actual Costs of the Authorized Improvements, including the Bonds, and secured by assessments levied on assessed properties within the District.

"*Pledged Funds*" means the Pledged Revenue Fund, the Bond Fund, the Project Fund (but only with respect to such accounts of the Project Fund created pursuant to the terms of this Indenture), the Reserve Fund, and the Redemption Fund.

"*Pledged Revenue Fund*" means that fund established pursuant to Section 6.1 hereof and administered pursuant to Section 6.4 herein.

"*Pledged Revenues*" means the sum of (i) Assessment Revenue (other than Delinquent Collection Costs); (ii) the moneys held in any of the Pledged Funds; and (iii) any additional revenues that the City may pledge to the payment of Bonds.

"*Prepayment*" means the payment of all or a portion of an Assessment, with interest that has accrued to the date of prepayment, before the due date thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest or penalties on a delinquent

installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Assessment.

"*Principal and Interest Account*" means the Account of such name established pursuant to Section 6.1 hereof.

"*Project Collection Fund*" means that fund established by Section 6.1.

"*Project Fund*" means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.6 herein.

"*Purchaser*" means the initial underwriter of the Bonds.

"*Quarter in Interest*" means as of any particular date of calculation, the Owners of no less than twenty-five percent (25%) of the principal amount of the then Outstanding Bonds. In the event that two or more groups of Owners satisfy the percentage requirement set forth in the immediately preceding sentence and act (or direct the Trustee in writing to act) in a conflicting manner, only the group of Owners with the greatest percentage of Outstanding Bonds (as measured in accordance with the immediately preceding sentence) shall, to the extent of such conflict, be deemed to satisfy such requirement.

"*Rating Agency*" means each of Moody's Investors Service, Inc., S&P Global Ratings, Fitch Ratings Inc., Kroll Bond Rating Agency, Inc., and any other nationally recognized statistical rating organization recognized as such by the SEC.

"*Rebate Amount*" has the meaning ascribed to such term in section 1.148-1(b) of the Regulations.

"*Rebate Fund*" means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.9 herein.

"*Record Date*" means the close of business on the last calendar day of the month next preceding an Interest Payment Date.

"*Redemption Fund*" means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.7 herein.

"*Redemption Price*" means 100% of the principal amount of such Bonds, or portions thereof, to be redeemed plus accrued interest to the date of redemption.

"*Refunding Bonds*" means bonds secured by a parity lien, with the Outstanding Bonds, on the Trust Estate issued pursuant to Section 3.6 hereof, as more specifically described in a Supplemental Indenture, authorizing the refunding of all or any portion of the Outstanding Bonds.

"*Register*" means the register specified in Article III of this Indenture.

"*Regulations*" shall have the meaning set forth in Section 7.5(a) hereof.

"*Reserve Account*" means the Account of such name established pursuant to Section 6.1 hereof.

"*Reserve Account Requirement*" means the least of: (i) Maximum Annual Debt Service on the Bonds as of the Closing Date therefor, (ii) 125% of the average Annual Debt Service on the Bonds as of the Closing Date therefor, or (iii) 10% of the lesser of the par amount of the Outstanding Bonds or the original issue price of the Bonds. As of the Closing Date for the Bonds, the Reserve Account Requirement is $[_____], which is an amount equal to [Maximum Annual Debt Service] on the Bonds as of the Closing Date therefor.

"*Reserve Fund*" means that fund established pursuant to Section 6.1 and administered in Section 6.8 herein.

"*SEC*" means the United States Securities and Exchange Commission.

"*Series*" means any designated series of Refunding Bonds issued under this Indenture.

"*Series 2021 IA#1-2 Bonds*" means the City of Manor, Texas Special Assessment Revenue Bonds, Series 2021 (Manor Heights Public Improvement District Improvement Area #1-2 Project).

*"Series 2021 MIA Bonds*" means the City of Manor, Texas Special Assessment Revenue Bonds, Series 2021 (Manor Heights Public Improvement District Major Improvement Area Project).

*"Series 2023 IA#3 Bonds*" means the City of Manor, Texas Special Assessment Revenue Bonds, Series 2023 (Manor Heights Public Improvement District Improvement Area #3 Project).

"*Service and Assessment Plan*" means the original Service and Assessment Plan approved by the City Council on May 5, 2021, as the same is amended and updated from time to time.

"*Sinking Fund Installment*" means the amount of money to redeem or pay at maturity the principal of Bonds payable from such installments at the times and in the amounts provided in Section 4.2 herein.

"*Stated Maturity*" means the date the Bonds are scheduled to mature without regard to any redemption or prepayment.

"*Supplemental Indenture*" means an indenture which has been duly executed by the Trustee and the City Representative pursuant to an ordinance adopted by the City Council and which indenture amends or supplements this Indenture, but only if and to the extent that such indenture is specifically authorized hereunder.

"*Tax Certificate*" means the Arbitrage and Tax Certificate delivered by the City on the Closing Date for the Bonds setting forth the facts, estimates and circumstances in existence on the Closing Date for the Bonds which establish that it is not expected that the proceeds of the

Bonds will be used in a manner that would cause the interest on such Bonds to be included in the gross income of the Owners thereof for Federal income tax purposes.

"*Trust Estate*" means the Trust Estate described in the granting clauses of this Indenture.

"*Trustee*" means UMB Bank, N.A., Austin, Texas, a national banking association duly organized and validly existing under the laws of the United States of America, solely in its capacity as Trustee hereunder and its successors, and any other corporation or association that may at any time be substituted in its place, as provided in Article IX, such entity to serve as Trustee and Paying Agent/Registrar for the Bonds.

Section 1.2. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Indenture are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.3. Table of Contents, Titles and Headings.

The table of contents, titles, and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Indenture or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Words importing persons include any legal person, including any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization and government or agency or political subdivision thereof.

(c) Any reference to a particular Article or Section shall be to such Article or Section of this Indenture unless the context shall require otherwise.

(d) This Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Indenture.

ARTICLE II
THE BONDS

Section 2.1. Security for the Bonds.

The Bonds, as to both principal and interest, are and shall be equally and ratably secured by and payable from a first lien on and pledge of the Trust Estate.

The lien on and pledge of the Trust Estate shall be valid and binding and fully perfected from and after the Closing Date for the Bonds or each series of Refunding Bonds issued under this Indenture, without physical delivery or transfer of control of the Trust Estate, the filing of this Indenture or any other act; all as provided in Texas Government Code, Chapter 1208, as amended, which applies to the issuance of the Bonds and the pledge of the Trust Estate granted by the City under this Indenture, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are Outstanding such that the pledge of the Trust Estate granted by the City under this Indenture is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

Section 2.2. Limited Obligations.

The Bonds are special and limited obligations of the City, payable solely from and secured solely by the Trust Estate, including the Pledged Revenues and the Pledged Funds; and the Bonds shall never be payable out of funds raised or to be raised by taxation or from any other revenues, properties or income of the City.

Section 2.3. Authorization for Indenture.

The terms and provisions of this Indenture and the execution and delivery hereof by the City to the Trustee have been duly authorized by official action of the City Council of the City. The City has ascertained and it is hereby determined and declared that the execution and delivery of this Indenture is necessary to carry out and effectuate the purposes set forth in the preambles of this Indenture and that each and every covenant or agreement herein contained and made is necessary, useful or convenient in order to better secure the Bonds and is a contract or agreement necessary, useful and convenient to carry out and effectuate the purposes herein described.

Section 2.4. Contract with Owners and Trustee.

(a) The purposes of this Indenture are to establish a lien and the security for, and to prescribe the minimum standards for the authorization, issuance, execution and delivery of, the Bonds and to prescribe the rights of the Owners, and the rights and duties of the City and the Trustee.

(b) In consideration of the purchase and acceptance of any or all of the Bonds by those who shall purchase and hold the same from time to time, the provisions of this Indenture

shall be a part of the contract of the City with the Owners, and shall be deemed to be and shall constitute a contract among the City, the Owners, and the Trustee.

## ARTICLE III
## AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.1. Authorization.

The Bonds are hereby authorized to be issued and delivered in accordance with the Constitution and general laws of the State of Texas, including particularly the PID Act, as amended. The Bonds shall be issued in the aggregate principal amount of $[___],000 for the purposes of (i) paying a portion of the Actual Costs of the Improvement Area #4 Improvements, (ii) paying capitalized interest on the bonds during and after the period of acquisition and construction of the Authorized Improvements, (iii) funding a reserve account for payment of principal and interest on the Bonds, (iv) paying a portion of the Actual Costs incidental to the organization and administration of the District, and (v) paying costs of issuance of the Bonds.

Section 3.2. Date, Denomination, Maturities, Numbers and Interest.

(a) The Bonds shall be dated [____], 2024 (the "*Bond Date*") and shall be issued in Authorized Denominations. Upon the receipt of an Investment Grade Rating on the Bonds, the City shall promptly notify the Dissemination Agent in writing of such rating change and shall provide written direction to the Dissemination Agent to file a notice of such occurrence with the Municipal Securities Rulemaking Board and to forward such notice to the Paying Agent/Registrar and to the Trustee. The Dissemination Agent shall file such notice and forward the same to the Paying Agent/Registrar and to the Trustee immediately following the day on which it receives written notice of such occurrence from the City. Any such notice is required to be filed within ten (10) Business Days of the occurrence of the receipt of the Investment Grade Rating. Upon receipt by the Paying Agent/Registrar of written evidence that the Bonds have received an Investment Grade Rating, beneficial ownership in the Bonds may be acquired in principal denominations of $1,000 or any integral multiple thereof, notwithstanding any subsequent downgrade, suspension or withdrawal of such rating. The Bonds shall be in fully registered form, without coupons, and shall be numbered separately from R-1 upward, except the Initial Bond, which shall be numbered I-1.

(b) Interest shall accrue and be paid on each Bond from the date of initial delivery of the Bonds or the most recent Interest Payment Date to which interest has been paid or provided for, at the rate per annum set forth below until the principal thereof has been paid on the maturity date specified below or otherwise provided for. Such interest shall be payable semiannually on March 15 and September 15 of each year, commencing [September] 15, 202[4], computed on the basis of a 360-day year of twelve 30-day months.

(c) The Bonds shall mature on September 15 in the years and in the principal amounts and shall bear interest as set forth below:

| Year | Principal Amount | Interest Rate |
|---|---|---|
| 20__ | $_____ | __% |
| 20__ | _____ | __% |
| 20__ | _____ | __% |

(d) The Bonds shall be subject to mandatory sinking fund redemption, optional redemption, and extraordinary optional redemption prior to maturity as provided in Article IV herein, and shall otherwise have the terms, tenor, denominations, details, and specifications as set forth in the form of Bond set forth in *Exhibit A* to this Indenture.

Section 3.3. Conditions Precedent to Delivery of Bonds.

(a) The Bonds shall be executed by the City and delivered to the Trustee, whereupon the Trustee shall authenticate the Bonds and, upon payment of the purchase price of the Bonds, shall deliver the Bonds upon the order of the City, but only upon delivery to the Trustee of:

(1) a certified copy of the Assessment Ordinance;

(2) a certified copy of the Bond Ordinance;

(3) a copy of the executed Financing Agreement;

(4) a copy of the executed Improvement Area #4 Reimbursement Agreement;

(5) a copy of this Indenture executed by the Trustee and the City;

(6) a City Certificate directing the authentication and delivery of the Bonds, describing the Bonds to be authenticated and delivered, designating the purchasers to whom the Bonds are to be delivered, stating the purchase price of the Bonds and stating that all items required by this Section are therewith delivered to the Trustee in form and substance satisfactory to the City;

(7) a copy of the executed Continuing Disclosure Agreements for each of the City and the Developer;

(8) a copy of the executed opinion of Bond Counsel; and

(9) the approving opinion of the Attorney General of the State and the State Comptroller's registration certificate.

(b) Each Series of Refunding Bonds shall be executed by the City and delivered to the Trustee, whereupon the Trustee shall authenticate such Refunding Bonds and, upon payment of the purchase price of such Series of Refunding Bonds, shall deliver such Series of Refunding Bonds upon the order of the City, but only upon delivery to the Trustee of:

(1) the items described in Section 3.3(a)(1), (3), (4), and (5) above;

(2) a certified copy of the ordinance of the City Council authorizing the issuance of such Series of Refunding Bonds and all actions necessary therefor;

(3) an original executed counterpart of the Supplemental Indenture for such Series of Refunding Bonds that establishes, among other things, the date, rate or rates of interest on, interest payment dates, maturity dates, redemption and all other terms and provisions of such Refunding Bonds, which such terms shall include a deposit into the Reserve Account of an amount equal to the Reserve Account Requirement taking into account the then Outstanding Bonds and the Bonds then proposed to be issued;

(4) a copy of the opinion of Bond Counsel required by Section 10.1 hereof;

(5) a City Certificate, including the requisite information as set forth in Section 3.3(a)(6) above, to the effect that the issuance of such Series of Refunding Bonds complies with the requirements contained herein and in each Supplemental Indenture;

(6) the City Representative shall certify to the Trustee in writing that the City is not in default in the performance and observance of any of the terms, provisions and conditions applicable to the City contained herein or in any Supplemental Indenture;

(7) City Certificate confirming that the principal (including sinking fund installments) of such Refunding Bonds is scheduled to mature on September 15 of the years in which principal is scheduled to mature; and

(8) City Certificate confirming that the interest on such Refunding Bonds is scheduled to be paid on March 15 and September 15 of the years in which interest is scheduled to be paid.

Section 3.4. Medium, Method and Place of Payment.

(a) Principal of and interest on the Bonds shall be paid in lawful money of the United States of America, as provided in this Section.

(b) Interest on the Bonds shall be payable to the Owners thereof as shown in the Register at the close of business on the relevant Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, that continues for thirty (30) days or more thereafter, a new record date for such interest payment (a "*Special Record Date*") will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "*Special Payment Date,*" which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

(c) Interest on the Bonds shall be paid by check, dated as of the Interest Payment Date, and sent, first class United States mail, postage prepaid, by the Paying Agent/Registrar to each Owner at the address of each as such appears in the Register or by such other

customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, the Owner shall bear all risk and expense of such other banking arrangement.

(d) The principal of each Bond shall be paid to the Owner of such Bond on the due date thereof, whether at the maturity date or the date of prior redemption thereof, upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar. If any Bond is not presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his part under this Indenture, or with respect to, said Bond. If any Bond shall not be presented for payment within one year following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall return to the City such funds theretofore held by it for payment of such Bonds. Thereafter, the registered Owner of that Bond shall look only to the City for payment and then only to amounts so received by the City. The obligations of the Trustee under this Section shall be subject, however, to any law applicable to the unclaimed funds or the Trustee providing other requirements for the disposition of unclaimed property.

(e) In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption of any Bonds or the date any action is to be taken pursuant to this Indenture is not a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

(f) Unclaimed payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds to which such unclaimed payments pertain. Subject to any escheat, abandoned property, or similar law of the State of Texas, any such payments remaining unclaimed by the Owners entitled thereto for two (2) years after the applicable payment or redemption date shall be applied to the next payment or payments on such Bonds thereafter coming due and, to the extent any such money remains after the retirement of all Outstanding Bonds, shall be paid to the City to be used for any lawful purpose. Thereafter, none of the City, the Paying Agent/Registrar, or any other Person shall be liable or responsible to any holders of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to any applicable escheat law or similar law of the State of Texas, including the provisions of Title 6 of the Texas Property Code, as amended.

Section 3.5. Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the City by the Mayor or Mayor Pro Tem of the City and the City Secretary, by their manual or facsimile signatures, and the

official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Indenture unless and until there appears thereon the Certificate of Trustee substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Trustee. It shall not be required that the same officer or authorized signatory of the Trustee sign the Certificate of Trustee on all of the Bonds. In lieu of the executed Certificate of Trustee described above, each Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which certificate shall be evidence that each Initial Bond has been duly approved by the Attorney General of the State of Texas, is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas, including the provisions of Title 6 of the Texas Property Code, as amended.

(d) On each Closing Date, one Initial Bond representing the entire principal amount of all of the Bonds of such Series, payable in stated installments to the Purchaser, or its designee, executed with the manual or facsimile signatures of the Mayor or Mayor Pro Tem of the City and the City Secretary, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Purchaser or its designee. Upon payment for such Initial Bond, the Trustee shall cancel the Initial Bond and, upon City Certificate, deliver to DTC on behalf of the Purchaser, in the aggregate principal amount of all Bonds for such maturity, one registered definitive Bond for each year of maturity of the applicable Series, in the aggregate principal amount of all Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC.

Section 3.6. Refunding Bonds.

(a) Except in accordance with the provisions of this Indenture, including Section 13.2, the City shall not issue additional bonds, notes or other obligations payable from any portion of the Trust Estate, other than Refunding Bonds. The City reserves the right to issue Refunding Bonds, the proceeds of which would be utilized to refund all or any portion of the Outstanding Bonds and to pay all costs incident to the Refunding Bonds, as authorized by the laws of the State of Texas. Except as limited by the terms of this Indenture, including Section 13.2, the City reserves the right to incur debt payable solely from sources other than the Trust Estate, including revenue derived from contracts with other entities, including private corporations, municipalities and political subdivisions issued particularly for the purchase,

construction, improvement, extension, replacement, enlargement or repair of the facilities needed in performing any such contract.

(b) The principal of all Refunding Bonds must be scheduled to be paid, be subject to mandatory sinking fund redemption or mature on September 15 of the years in which such principal is scheduled to be paid. All Refunding Bonds must bear interest at a fixed rate and any interest payment dates for Refunding Bonds must be March 15 and September 15. The date, rate or rates of interest on, interest payment dates, maturity dates, redemption and all other terms and provisions of Refunding Bonds shall be set forth in a Supplemental Indenture.

(c) Upon their authorization by the City, the Series of Refunding Bonds issued under this Section 3.6 shall be issued and shall be delivered to the purchasers or owners thereof, but before, or concurrently with, the delivery of said Refunding Bonds to such purchasers or owners there shall have been filed with the Trustee the items required by Section 3.3(b) above.

Section 3.7. Ownership.

(a) The City, the Trustee, the Paying Agent/Registrar and any other Person may treat the Person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment as provided herein (except interest shall be paid to the Person in whose name such Bond is registered on the relevant Record Date) and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Trustee, nor the Paying Agent/Registrar, shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of any Bond shall be valid and effectual and shall discharge the liability of the City, the Trustee and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.8. Registration, Transfer and Exchange.

(a) So long as any Bond remains Outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a Register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Indenture. The Paying Agent/Registrar represents and warrants that it will maintain a copy of the Register, and, upon written request from the City, file with the City, and shall cause the Register to be current with all registration and transfer information as from time to time may be applicable.

(b) A Bond shall be transferable only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in any Authorized Denomination and in an aggregate principal amount equal to the unpaid principal amount of the Bond presented for

exchange. The Trustee is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) The Trustee is hereby authorized to authenticate and deliver Bonds transferred or exchanged in accordance with this Section. A new Bond or Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bond being transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first class, postage prepaid, to the Owner or his designee. Each transferred Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such transferred Bond is delivered.

(e) Each exchange Bond delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(f) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different Authorized Denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Bond.

(g) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond or portion thereof called for redemption prior to maturity within 45 days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

(h) Following the delivery and registration of the Initial Bond of a given Series and pending the preparation of definitive Bonds for such Series, the proper officers of the City may execute and, upon the City's request, the Trustee shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

Section 3.9. Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Indenture, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Indenture, shall be cancelled, and proper records shall be made regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall dispose of cancelled Bonds in accordance with the records retention requirements of the Trustee.

Section 3.10. Temporary Bonds

(a) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Indenture.

(b) The City, without unreasonable delay, shall prepare, execute and deliver to the Trustee the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bond or Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and the Trustee shall authenticate and deliver in exchange therefor a Bond or Bonds of the same maturity and series, in definitive form, in the Authorized Denomination, and in the same aggregate principal amount, as the Bond or Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.11. Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Trustee shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the City shall issue and the Trustee, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the Trustee to save them and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Trustee and the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Trustee.

(c) After the delivery of such replacement Bond, if a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the Person to whom it was delivered or any Person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity

provided therefor to the extent of any loss, damage, cost, or expense incurred by the City, the Paying Agent/Registrar or the Trustee in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.12. Book-Entry Only System.

The Bonds shall initially be issued in book-entry-only form and shall be deposited with DTC, which is hereby appointed to act as the securities depository therefor, in accordance with the letter of representations from the City to DTC. On the Closing Date for the Bonds, the definitive Bonds shall be issued in the form of a single typewritten certificate for each maturity thereof registered in the name of Cede & Co., as nominee for DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any Person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other Person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other Person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Indenture to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the Person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners as shown in the Register, as provided in this Indenture, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No Person other than an Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Indenture. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or

drafts being mailed to the registered owner at the close of business on the relevant Record Date, the word "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

Section 3.13. Successor Securities Depository: Transfer Outside Book-Entry-Only System.

In the event that the City determines that DTC is incapable of discharging its responsibilities described herein and in the letter of representations from the City to DTC, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Indenture.

Section 3.14. Payments to Cede & Co.

Notwithstanding any other provision of this Indenture to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds shall be made and given, respectively, in the manner provided in the blanket letter of representations from the City to DTC.

Section 3.15. Use of Book-Entry-Only System Not Required.

Notwithstanding any provision of this Indenture to the contrary, any Supplemental Indenture may provide that a Series of Refunding Bonds will not be issued in book-entry-only form and that Sections 3.12 – 3.14 of this Indenture will not apply to such Series.

## ARTICLE IV
## REDEMPTION OF BONDS BEFORE MATURITY

Section 4.1. Limitation on Redemption.

The Bonds shall be subject to redemption before their scheduled maturity only as provided in this Article IV. Each Series other than the Bonds shall be subject to redemption as provided in the Supplemental Indenture authorizing the issuance of such Series.

Section 4.2. Mandatory Sinking Fund Redemption.

(a) The Bonds are subject to mandatory sinking fund redemption prior to their Stated Maturity and will be redeemed by the City in part at the Redemption Price from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to

Article VI, on the dates and in the respective Sinking Fund Installments as set forth in the following schedule:

**$,000 Term Bond Maturing September 15, 20__**

| Redemption Date | Sinking Fund Installment |
|---|---|
| September 15, 20__ | $ |
| September 15, 20__ | |
| September 15, 20__ | |
| September 15, 20__ | |
| September 15, 20__ | |
| September 15, 20__ | |
| September 15, 20__* | |

**$ ,000 Term Bond Maturing September 15, 20__**

| Redemption Date | Sinking Fund Installment |
|---|---|
| September 15, 20__ | $ |
| September 15, 20__ | |
| September 15, 20__ | |
| September 15, 20__ | |
| September 15, 20__ | |
| September 15, 20__ | |
| September 15, 20__ | |
| September 15, 20__ | |
| September 15, 20__* | |

**$ ,000 Term Bond Maturing September 15, 20__**

| Redemption Date | Sinking Fund Installment |
|---|---|
| September 15, 20__ | $ |
| September 15, 20__ | |
| September 15, 20__ | |
| September 15, 20__ | |
| September 15, 20__ | |
| September 15, 20__ | |
| September 15, 20__* | |

* Stated Maturity

(b) At least forty-five (45) days prior to each scheduled mandatory redemption date and subject to any prior reduction authorized by this Indenture, the Trustee shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Bonds equal to the aggregate principal amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.6 of this Indenture.

(c) The principal amount of Bonds of a Stated Maturity required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least 45 days prior to the mandatory sinking fund redemption date, shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

(d) The Sinking Fund Installments of Bonds of a Stated Maturity required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced in integral multiples of $1,000 by any portion of such Bonds, which, at least 45 days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions in Sections 4.3 and 4.4, respectively, hereof, and not previously credited to a mandatory sinking fund redemption, as follows:

(i) if the Bonds to be redeemed are selected in accordance with the 10% or Greater Manner (as defined and described below), the Sinking Fund Installment of Bonds of a Stated Maturity required to be redeemed for each mandatory sinking fund redemption date shall be reduced by the principal amount called for redemption and allocated to such Bond on a pro rata basis among the scheduled Sinking Fund Installments to be mandatorily redeemed on the mandatory sinking fund redemption dates; or

(ii) if the Bonds to be redeemed are selected in accordance with the Less Than 10% Manner (as defined and described below), the Sinking Fund Installment of Bonds of a Stated Maturity required to be redeemed for each mandatory sinking fund redemption date shall be reduced by the principal amount called for redemption and allocated to such Bonds in the inverse order of mandatory sinking fund redemption dates.

Section 4.3. Optional Redemption.

The City reserves the right and option to redeem the Bonds before their scheduled maturity dates, in whole or in part, in amounts equal to Authorized Denominations, on or after September 15, 20[__], such redemption date or dates to be fixed by the City, at the Redemption Price.

Section 4.4. Extraordinary Optional Redemption.

(a) The City reserves the right and option to redeem the Bonds before their respective scheduled maturity dates, in whole or in part, on any day of any month, at the Redemption Price from amounts on deposit in the Redemption Fund as a result of Prepayments (including related transfers to the Redemption Fund as provided in this Indenture), or as a result of unexpended amounts transferred from the IA#4 Improvements Account of the Project Fund pursuant to the terms of this Indenture. The City shall notify the Trustee in writing at least forty-five (45) days before the scheduled extraordinary option redemption date fixed by the City, or such other time period as the Trustee and the City shall mutually agree.

Notwithstanding the foregoing, the Trustee will not be required to make an extraordinary optional redemption pursuant to this Section 4.4 unless it has at least $1,000 available in the Redemption Fund with which to redeem the Bonds.

(b) In lieu of redeeming the Bonds with the funds described in this Section, the City may purchase the Bonds in the open market of the maturity to be redeemed at the price not in excess of that provided in Section 4.7.

Section 4.5. Partial Redemption.

(a) If less than all of the Bonds are called for optional redemption or extraordinary optional redemption pursuant to Sections 4.3 and 4.4, respectively, hereof, the Bonds or portion of a Bond of any one maturity to be redeemed shall be selected in the following manner:

(i) If the principal amount called for redemption is greater than or equal to ten percent (10%) of the original aggregate principal amount of the Bonds, the principal amount called for redemption shall be allocated on a pro rata basis among all Outstanding Bonds and a portion of all Outstanding Bonds shall be redeemed in the principal amount allocated to such Bonds (the "10% or Greater Manner"); and

(ii) If the principal amount called for redemption is less than ten percent (10%) of the original aggregate principal amount of the Bonds, the Outstanding Bonds shall be redeemed in inverse order of maturity (the "Less Than 10% Manner").

Bonds may be redeemed in minimum principal amounts of $1,000 or any integral thereof. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by $1,000.

(b) A portion of an Outstanding Bond of any one maturity may be redeemed, but only in a principal amount equal to $1,000 or any integral thereof. If a portion of an Outstanding Bond of a maturity is selected for redemption pursuant to subsection 4.5(a) hereof, the Trustee shall select the Outstanding Bonds of such maturity to be redeemed by lot. The Trustee shall treat each $1,000 portion of such Bond as though it were a single Bond for purposes of selection for redemption. No redemption shall result in a Bond in a denomination

of less than an Authorized Denomination; provided, however, if the amount of the Outstanding Bond is less than an Authorized Denomination after giving effect to such partial redemption, a Bond in the principal amount equal to the unredeemed portion, but not less than $1,000, may be issued.

(c) Upon surrender of any Bond for redemption in part, the Trustee in accordance with Section 3.8 of this Indenture, shall authenticate and deliver and exchange the Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, which shall be an Authorized Denomination. A new Bond representing the unredeemed balance of such Bond shall be issued to the Owner thereof, such exchange being without charge.

Section 4.6. Notice of Redemption to Owners.

(a) Upon written notification by the City to the Trustee of the exercise of any redemption, the Trustee shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond or portion thereof to be redeemed, at the address shown in the Register.

(b) The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, and subject to Section 4.5 hereof, an identification of the Bonds or portions thereof to be redeemed, any conditions to such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond shall become due and payable.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

(d) The City has the right to rescind any optional redemption or extraordinary optional redemption described in Section 4.3 or 4.4 by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. Upon written notice of such rescission from the City, the Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

(e) With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient funds are not received, the notice shall be of no force and effect, the City shall not

redeem the Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

Section 4.7. Purchase Price for Bonds.

Upon receipt of written notice from the City specifying the Bonds to be purchased, the Trustee shall apply moneys available for redemption to the purchase of Bonds which were otherwise to be redeemed in such order or priority and subject to such restrictions as may be prescribed in this Indenture in the manner provided in this Section. The purchase price paid by the Trustee on behalf of the City (excluding accrued and unpaid interest but including any brokerage and other charges) for any Bond purchased by the City pursuant to this Section shall not exceed the principal amount of such Bond.

Section 4.8. Payment Upon Redemption.

(a) The Trustee shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the Redemption Fund or otherwise received by the Trustee from the City and shall use such funds solely for the purpose of paying the Redemption Price on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the designated corporate trust office of the Trustee (initially, Austin, Texas) on or after the date fixed for redemption, the Trustee shall pay the Redemption Price on such Bond to the date of redemption from the moneys set aside for such purpose.

Section 4.9. Effect of Redemption.

Notice of redemption having been given as provided in Section 4.6 of this Indenture, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption provided that funds for the payment of the Redemption Price of such Bonds or the principal of and interest on such Bonds, as applicable, to the date fixed for redemption are on deposit with the Trustee; thereafter, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

## ARTICLE V
## FORM OF THE BONDS

Section 5.1. Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of Trustee, and the Assignment to appear on each of the Bonds, (i) shall be substantially in the form set forth in *Exhibit A* to this Indenture with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Indenture, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as,

consistently herewith, may be determined by the City or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

(d) The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

(e) The form of each Series other than the Bonds shall be set forth in the applicable Supplemental Indenture authorizing the issuance of such Series.

Section 5.2. CUSIP Registration.

The City may secure identification numbers through CUSIP Global Services, managed by FactSet Research Systems, Inc. on behalf of the American Bankers Association, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof; and, none of the City, the Trustee, or the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds. The Trustee may include in any redemption notice a statement to the effect that the CUSIP numbers on the Bonds have been assigned by an independent service and are included in such notice solely for the convenience of the Owners of the Bonds and that neither the City nor the Trustee shall be liable for any inaccuracies of such numbers.

Section 5.3. Legal Opinion.

The approving legal opinion of Bond Counsel may be printed on or attached to each Bond over the certification of the City Secretary of the City, which may be executed in facsimile.

Section 5.4. Statement of Insurance.

A statement relating to municipal bond insurance policy, if any, to be issued for the Bonds may be printed on or attached to each Bond.

# ARTICLE VI
# FUNDS AND ACCOUNTS

Section 6.1. Establishment of Funds and Accounts.

(a) Creation of Funds. The following Funds are hereby created and established under this Indenture:

(i) Project Collection Fund;

(ii) Pledged Revenue Fund;

(iii) Bond Fund;

(iv) Project Fund;

(v) Redemption Fund;

(vi) Reserve Fund;

(vii) Rebate Fund; and

(viii) Administrative Fund.

(b) Creation of Accounts.

(i) The following Accounts are hereby created and established under the Bond Fund:

(A) Capitalized Interest Account; and

(B) Principal and Interest Account.

(ii) The following Account(s) are hereby created and established under the Project Fund:

(A) IA#4 Improvements Account; and

(B) Costs of Issuance Account.

(iii) The following Account(s) are hereby created and established under the Reserve Fund:

(A) Reserve Account; and

(B) Additional Interest Reserve Account.

(c) Each Fund (and each Account and each subaccount, if any) created within such Fund shall be maintained by the Trustee separate and apart from all other funds and accounts

of the City. The Pledged Funds shall constitute trust funds which shall be held in trust by the Trustee as part of the Trust Estate solely for the benefit of the Owners of the Bonds.

(d) Except as otherwise provided herein, interest earnings and profit on each respective Fund and Account established by this Indenture, including the Project Collection Fund, shall be applied or withdrawn for the purposes of such Fund or Account as specified below.

Section 6.2. Initial Deposits to Funds and Accounts.

(a) The proceeds from the sale of the Bonds shall be paid to the Trustee and deposited or transferred by the Trustee as follows:

(i) to the Capitalized Interest Account of the Bond Fund: $_____;

(ii) to the Reserve Account of the Reserve Fund: $_____, which is equal to the initial Reserve Account Requirement;

(iii) to the Administrative Fund: $60,000.00;

(iv) to the Costs of Issuance Account of the Project Fund: $_____; and

(v) to the IA#4 Improvements Account of the Project Fund: $_____.

Section 6.3. Project Collection Fund.

While any Bonds are Outstanding, the County, by agreement with the City, may collect Assessment Revenue on the City's behalf. If the County, whether acting by and through its Tax Office or otherwise, presents or otherwise tenders to the Trustee such collected Assessment Revenue for deposit on the City's behalf, the Trustee shall accept such Assessment Revenue and deposit the same into the Project Collection Fund. The Trustee shall, as directed by the City pursuant to a City Certificate, deposit or cause to be deposited all of that portion of the Assessment Revenue deposited into the Project Collection Fund that consists of the Annual Collection Costs and the Delinquent Collection Costs to the Administrative Fund and, as directed pursuant to a City Certificate, on or before February 20, 2026, and on or before February 20 and August 20 of each year thereafter while the Bonds are Outstanding, deposit or cause to be deposited all of that portion of the Assessment Revenue deposited into the Project Collection Fund that consists of Pledged Revenue into the Pledged Revenue Fund.

Section 6.4. Pledged Revenue Fund.

(a) Upon the Trustee's receipt of the Pledged Revenues from the Project Collection Fund, the Trustee shall deposit or cause to be deposited the Pledged Revenues to be applied by the Trustee in the following order of priority:

(i) first, to the Pledged Revenue Fund in an amount sufficient to pay debt service on the Bonds next coming due in such calendar year;

(ii) second, to the Reserve Account of the Reserve Fund in an amount to cause the amount in the Reserve Account to equal the Reserve Account Requirement;

(iii) third, to the Additional Interest Reserve Account of the Reserve Fund in an amount equal to the Additional Interest to cause the amount in the Additional Interest Reserve Account to equal the Additional Interest Reserve Requirement;

(iv) fourth, to the Project Fund to pay Actual Costs of the Improvement Area #4 Improvements; and

(v) fifth, to pay other costs permitted by the PID Act.

Along with each transfer to the Trustee, the City shall provide a City Certificate as to the funds, accounts and payments into which the amounts are to be deposited or paid.

(b) From time to time as needed to pay the obligations relating to the Bonds, but no later than five (5) Business Days before each Interest Payment Date, the Trustee shall withdraw from the Pledged Revenue Fund and transfer to the Principal and Interest Account of the Bond Fund, an amount, taking into account any amounts then on deposit in such Principal and Interest Account, such that the amount on deposit in the Principal and Interest Account equals the principal (including any Sinking Fund Installments) and interest due on the Bonds on the next Interest Payment Date.

(c) If, after the foregoing transfers and any transfer from the Reserve Fund as provided in Section 6.8 herein, there are insufficient funds to make the payments provided in paragraph (b) above, the Trustee shall apply the available funds in the Principal and Interest Account first to the payment of interest, then to the payment of principal (including any Sinking Fund Installments) on the Bonds in the same manner described by Section 11.4(a) below.

(d) Notwithstanding Section 6.4(a) hereof, the Trustee shall deposit as soon as practicable after receipt Prepayments to the Pledged Revenue Fund and after such deposit shall transfer such Prepayments to the Redemption Fund.

(e) Notwithstanding Section 6.4(a) hereof, the Trustee shall deposit as soon as practicable after receipt Foreclosure Proceeds to the Pledged Revenue Fund and after such deposit shall transfer Foreclosure Proceeds, as directed by the City pursuant to a City Certificate, first to the Reserve Fund to restore any transfers from the accounts within the Reserve Fund made with respect to the Assessed Property or Assessed Properties to which the Foreclosure Proceeds relate (*first*, to replenish the Reserve Account Requirement, and *second*, to replenish the Additional Interest Reserve Requirement), and second, to the Redemption Fund.

(f) After satisfaction of the requirement to provide for the payment of the principal and interest on the Bonds and to fund any deficiency that may exist in any Account of the Reserve Fund and transfer of funds pursuant to Section 6.4(a)(i) – (iv) above, the City may

direct the Trustee by City Certificate to apply Assessments for any lawful purposes permitted by the PID Act for which Assessments may be applied. The Trustee may rely on such written direction of the City and shall have no obligation to determine the lawful purposes permitted under the PID Act.

Section 6.5. Bond Fund.

(a) On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments) and interest then due and payable on the Bonds.

(b) If amounts in the Principal and Interest Account are insufficient for the purposes set forth in paragraph (a) above, the Trustee shall withdraw from the Reserve Fund amounts to cover the amount of such insufficiency in the order described in Section 6.8(f) hereof. Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

(c) Moneys in the Capitalized Interest Account shall be used for the payment of interest on the Bonds on the following dates and in the following amounts:

| **Date** | **Amount** |
|---|---|
| [September 15, 2024 | $_____ |
| March 15, 2025 | $_____ |
| September 15, 2025] | $_____ |

Any amounts on deposit in the Capitalized Interest Account after the payment of interest on the dates and in the amounts listed above shall be transferred to the IA#4 Improvements Account of the Project Fund, pursuant to directions provided in a City Certificate, or if the IA#4 Improvements Account of the Project Fund has been closed as provided in Section 6.6(e) herein, such amounts shall be transferred to the Redemption Fund to be used to redeem Bonds and the Capitalized Interest Account shall be closed.

Section 6.6. Project Fund.

(a) Money on deposit in the IA#4 Improvements Account and the Costs of Issuance Account of the Project Fund shall be used for the purposes specified herein.

(b) Disbursements from the IA#4 Improvements Account of the Project Fund to pay the Actual Costs of the Improvement Area #4 Improvements shall be made by the Trustee upon receipt by the Trustee of one or more City Certificates, in the form attached hereto as *Exhibit B*, containing a properly executed and completed Certification for Payment. The disbursement of funds from the IA#4 Improvements Account of the Project Fund pursuant to a City Certificate delivered under this Section 6.6 shall be deemed to be pursuant to and in accordance with the disbursement procedures described in the Financing Agreement and this Section 6.6 of the Indenture. Such provisions and procedures related to such disbursement

contained in the Financing Agreement are herein incorporated by reference and deemed set forth herein in full, provided the Trustee shall be protected in disbursing from the IA#4 Improvements Account of the Project Fund pursuant to a City Certificate delivered under this Section 6.6.

(c) Disbursements from the Costs of Issuance Account of the Project Fund shall be made by the Trustee pursuant to and in accordance with a City Certificate providing for the application of such funds to be disbursed (with the exception of fees and expenses initially incurred by the Trustee, which may be withdrawn by the Trustee).

(d) If the City Representative reasonably determines that amounts then on deposit in the IA#4 Improvements Account of the Project Fund are not expected to be expended for purposes of the IA#4 Improvements Account due to the abandonment, or constructive abandonment, of the Improvement Area #4 Improvements, such that, in the reasonable opinion of the City Representative after a reasonable inquiry or concurrence of the Developer, as applicable, it is unlikely that the amounts in the IA#4 Improvements Account of the Project Fund will ever be expended for the purposes of the IA#4 Improvements Account, the City Representative shall file a City Certificate with the Trustee which identifies the amounts then on deposit in the IA#4 Improvements Account that are not expected to be used for purposes of the IA#4 Improvements Account. If such City Certificate is so filed, the amounts on deposit in the IA#4 Improvements Account shall be transferred to the Redemption Fund to redeem Bonds on the earliest practical date after notice of redemption has been provided in accordance with this Indenture.

(e) Upon the filing of a City Certificate stating that all of the Improvement Area #4 Improvements have been completed and that all Actual Costs of the Improvement Area #4 Improvements allocable to the Assessed Property have been paid, or that any such Actual Costs are not required be paid from the IA#4 Improvements Account of the Project Fund, the Trustee shall (i) transfer the amount, if any, remaining within the IA#4 Improvements Account of the Project Fund to the Principal and Interest Account of the Bond Fund, and (ii) close the IA#4 Improvements Account of the Project Fund.

(f) Not later than six (6) months following the Closing Date or upon an earlier determination by the City Representative that all costs of issuance of the Bonds have been paid and the appropriate portion of the costs incidental to the organization of the District have been paid, the amounts on deposit in the Costs of Issuance Account of the Project Fund shall be transferred to the IA#4 Improvements Account of the Project Fund, as directed by the City in a City Certificate filed with the Trustee, and the Costs of Issuance Account of the Project Fund shall be closed.

(g) In making any determination pursuant to this Section, the City Representative may conclusively rely upon a report issued by the City Engineer or a certificate of an Independent Financial Consultant. The preceding clause notwithstanding, the City Representative shall undertake a reasonable inquiry before filing a City Certificate transferring funds in accordance with Section 6.6(d) as a result of the abandonment or constructive abandonment of the Improvement Area #4 Improvements.

In providing any disbursement under this Section, the Trustee may conclusively rely as to the completeness and accuracy of all statements in such City Certificate if such certificate is signed by a City Representative, and the Trustee shall not be required to make any independent investigation in connection therewith. The execution of any City Certificate by a City Representative shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent to the payments requested have been completed.

Section 6.7. Redemption Fund.

Subject to adequate amounts on deposit in the Pledged Revenue Fund, the Trustee, as directed by City Certificate, shall cause to be deposited to the Redemption Fund from the Pledged Revenue Fund an amount sufficient to redeem Bonds as provided in Sections 4.3 and 4.4 on the dates specified for redemption as provided in Sections 4.3 and 4.4. Amounts on deposit in the Redemption Fund shall be used and withdrawn by the Trustee to redeem Bonds as provided in Article IV.

Section 6.8. Reserve Fund.

(a) The Reserve Account will be initially funded with a deposit of $[_____] from the proceeds of the Bonds and the City agrees with the Owners of the Bonds to accumulate from the deposits outlined in Section 6.4(a) hereof, and when accumulated maintain in the Reserve Account, an amount equal to not less than the Reserve Account Requirement. All amounts deposited in the Reserve Account shall be used and withdrawn by the Trustee for the purpose of making transfers to the Principal and Interest Account of the Bond Fund as provided in this Indenture. The Trustee will transfer from the Pledged Revenue Fund to the Additional Interest Reserve Account, to the extent that the Reserve Account contains the Reserve Account Requirement and funds are available after application of the deposit priority in Section 6.4(a) hereof, an amount equal to the Additional Interest in the Additional Interest Reserve Account until the Additional Interest Reserve Requirement has been accumulated in the Additional Interest Reserve Account; provided, however, that at any time the amount on deposit in the Additional Interest Reserve Account is less than Additional Interest Reserve Requirement, the Trustee shall resume depositing the Additional Interest into the Additional Interest Reserve Account until the Additional Interest Reserve Requirement has accumulated in the Additional Interest Reserve Account.

(b) Whenever a transfer is made from an account of the Reserve Fund to the Principal and Interest Account of the Bond Fund due to a deficiency in the Bond Fund, the Trustee shall provide written notice thereof to the City, specifying the amount withdrawn and the source of said funds.

(c) Whenever Bonds are to be redeemed with the proceeds of Prepayments pursuant to Section 4.4, a proportionate amount in the Reserve Account of the Reserve Fund shall be transferred on the Business Day prior to the redemption date by the Trustee to the Redemption Fund to be applied to the redemption of the Bonds. The amount so transferred from the Reserve Account of the Reserve Fund shall be equal to an amount representing the

difference between (i) the lesser of (A) the Reserve Account Requirement prior to redemption and (B) the amount actually on deposit in the Reserve Account prior to redemption, and (ii) the Reserve Account Requirement after such redemption; provided, however, no such transfer from the Reserve Account shall cause the amount on deposit therein to be less than the Reserve Account Requirement to be in effect after such redemption. If after such transfer, and after applying investment earnings on the Redemption Fund toward payment of accrued and unpaid interest to the date of redemption on the Bonds to be redeemed, there are insufficient funds to pay the principal amount plus accrued and unpaid interest on such Bonds to the date fixed for redemption of the Bonds to be redeemed as a result of such Prepayment, the Trustee shall transfer an amount equal to the shortfall from the Additional Interest Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds.

(d) Whenever, on any Interest Payment Date, or on any other date at the written request of a City Representative, the amount in the Reserve Account exceeds the Reserve Account Requirement, the Trustee shall provide written notice to the City Representative of the amount of the excess. Such excess shall be transferred to the Principal and Interest Account of the Bond Fund to be used for the payment of interest on the Bonds on the next Interest Payment Date in accordance with Section 6.5 hereof, unless within 45 days of such notice to the City Representative, the Trustee receives a City Certificate instructing the Trustee to apply such excess: (i) to pay amounts due under Section 6.9 hereof, or (ii) to the IA#4 Improvements Account of the Project Fund if such application and the expenditure of funds is expected to occur within three years of the date hereof.

(e) Whenever, on any Interest Payment Date, or on any other date at the written request of the City Representative, the amount on deposit in the Additional Interest Reserve Account exceeds the Additional Interest Reserve Requirement, the Trustee shall provide written notice to the City of the amount of the excess (the "*Excess Additional Interest Reserve Amount*"). Such excess on deposit in the Additional Interest Reserve Account shall be transferred, at the direction of the City pursuant to a City Certificate, to the Administrative Fund for the payment of Annual Collection Costs or to the Redemption Fund in order to effect the redemption of Bonds pursuant to Section 4.4. In the event that the Trustee does not receive a City Certificate directing the transfer of the Excess Additional Interest Reserve Amount to the Administrative Fund within forty-five (45) days of providing notice to the City of such Excess Additional Interest Reserve Amount, the Trustee shall transfer the Excess Additional Interest Reserve Amount to the Redemption Fund and redeem the Bonds pursuant to extraordinary optional redemption. The Trustee shall incur no liability for the accuracy or validity of the transfer so long as the Trustee made such transfer pursuant to this Section.

(f) Whenever, on any Interest Payment Date, the amount on deposit in the Principal and Interest Account of the Bond Fund is insufficient to pay the debt service on the Bonds due on such date, the Trustee shall transfer first from the Additional Interest Reserve Account of the Reserve Fund and second from the Reserve Account of the Reserve Fund to the Bond Fund the amounts necessary to cure such deficiency.

(g) At the final maturity of the Bonds, the amount on deposit in the Reserve Account and the Additional Interest Reserve Account shall be transferred to the Redemption Fund and applied to the payment of the principal of the Bonds.

(h) If, after a Reserve Fund withdrawal, the amount on deposit in the Reserve Account of the Reserve Fund is less than the Reserve Account Requirement, the Trustee shall transfer from the Pledged Revenue Fund to the Reserve Account of the Reserve Fund the amount of such deficiency, in accordance with Section 6.4.

(i) If the amounts held in the Reserve Fund together with the amounts held in the Bond Fund and Redemption Fund are sufficient to pay the principal amount and of all Outstanding Bonds on the next Interest Payment Date, together with the unpaid interest accrued on such Bonds as of such Interest Payment Date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Bonds as of such Interest Payment Date.

Section 6.9. Rebate Fund: Rebate Amount.

(a) There is hereby established a special fund of the City to be designated "City of Manor, Texas Rebate Fund" (the "Rebate Fund") to be held by the Trustee in accordance with the terms and provisions of this Indenture. Amounts on deposit in the Rebate Fund shall be used solely for the purpose of paying amounts due the United States Government related to the Bonds in accordance with the Code. The Trustee shall transfer from the Pledged Revenue Fund to the credit of the Rebate Fund each amount instructed by City Certificate to be transferred thereto.

(b) In order to assure that the Rebate Amount is paid to the United States rather than to a third party, investments of funds on deposit in the Rebate Fund shall be made in accordance with the Code and the Tax Certificate. The Trustee shall withdraw from the Rebate Fund and pay to the United States the amounts instructed by City Certificate. The Trustee may conclusively rely on such City Certificate as set forth in this Section and shall not be responsible for any loss or liability resulting from the investment of funds under this Section.

(c) The Trustee conclusively shall be deemed to have complied with the provisions of this Section and Section 7.5(h) hereof and shall not be liable or responsible if it follows the written instructions of the City and shall not be required to take any action under this Section and Section 7.5(h) hereof in the absence of written instructions from the City.

(d) If, on the date of each annual calculation, the amount on deposit in the Rebate Fund exceeds the Rebate Amount, the City may direct the Trustee, pursuant to a City Certificate, to transfer the amount in excess of the Rebate Amount to the Principal and Interest Account of the Bond Fund.

Section 6.10. Administrative Fund.

(a) On or before February 20, 2026, and on or before each February 20 and August 20 of each year thereafter while the Bonds are Outstanding, the City shall deposit or cause to be deposited to the Administrative Fund the amounts collected each year to pay Annual Collection Costs, other than the Annual Collection Costs and Delinquent Collection Costs deposited into the Project Collection Fund, which amounts shall be deposited in accordance with Section 6.3 hereof. Moneys in the Administrative Fund shall be held by the Trustee separate and apart from

the other Funds created and administered hereunder and used as directed by a City Certificate solely for the purposes set forth in the 2024 Amended and Restated Service and Assessment Plan.

(b) The Administrative Fund is not a Pledged Fund.

Section 6.11. Investment of Funds.

(a) Money in any Fund or Account established pursuant to this Indenture shall be invested by the Trustee only as directed by the City pursuant to a City Certificate filed with the Trustee at least two (2) business days in advance of the making of such investment (or as directed below) in time deposits or certificates of deposit secured in the manner required by law for public funds, or be invested in direct obligations of, including obligations the principal and interest on which are unconditionally guaranteed by, the United States of America, in obligations of any agencies or instrumentalities thereof, or in such other investments as are permitted under the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended, or any successor law, as in effect from time to time; the City Certificate shall direct investment in such deposits and investments (which may include repurchase agreements for such investment with any primary dealer of such agreements) so that the money required to be expended from any Fund will be available at the proper time or times. Such investments shall be valued each year in terms of current market value as of September 30. For purposes of maximizing investment returns, to the extent permitted by law, money in such Funds may be invested in common investments of the kind described above, or in a common pool of such investments which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such Fund are held by or on behalf of each such Fund. If necessary, such investments shall be promptly sold in order to make the disbursements required or permitted by this Indenture or to prevent any default. In the event the City does not provide written investment directions, the Trustee is instructed to invest funds into the Morgan Stanley Government Fund, 8352 (CUSIP 61747C889).

(b) Obligations purchased as an investment of moneys in any Fund or Account shall be deemed to be part of such Fund or Account, subject, however, to the requirements of this Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds and Accounts. Whenever in this Indenture any moneys are required to be transferred by the City to the Trustee, such transfer shall be accomplished by transferring a like amount of Investment Securities unless the City instructs the Trustee otherwise by written direction.

(c) The Trustee and its affiliates may act as sponsor, depository, principal or agent in the acquisition or disposition of any investment. The Trustee shall not incur any liability for losses arising from any investments made pursuant to this Section. The Trustee shall not be required to determine the suitability or legality of any investments or whether investments comply with Section 6.11(a) above.

(d) Investments in any and all Funds and Accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular Funds or Accounts of amounts received or held by the Trustee hereunder, provided that the Trustee shall at all times account for such investments strictly in accordance with the Funds and Accounts to which they are credited and otherwise as provided in this Indenture.

(e) The Trustee will furnish the City monthly cash transaction statements which include detail for all investment transactions made by the Trustee hereunder.

Section 6.12. Advances from Available Funds.

In the event of a delinquency in the payment of any installment of the Assessment levied upon any property for the payment of the principal portion of an Annual Installment, the City may, but is not obligated to, be the purchaser of the delinquent property upon which any of said Assessments are levied in like manner in which it may become the purchaser of property sold for the nonpayment of general ad valorem property taxes, and in the event the City does so become the purchaser of such property, shall pay and transfer and deposit into the Pledged Revenue Fund the amount of any remaining amount of unpaid Assessment, delinquent Assessment installments and interest thereon. The City may also pay and transfer from available funds and deposit into the Pledged Revenue Fund, but shall not be so obligated, the amount of any such Assessment pending redemption or sale. Any amounts so advanced by the City shall be recoverable upon sale or redemption of the property. The City shall not be obligated to advance available funds to cure any deficiency in the Pledged Revenue Fund, or any other Fund created hereunder, and has determined that it would not obligate itself to advance available funds from other funds of the City to cure any such deficiency.

Section 6.13. Security of Funds.

All Funds heretofore created or reaffirmed, to the extent not invested as herein permitted, shall be secured in the manner and to the fullest extent required by law for the security of public funds, and such Funds shall be used only for the purposes and in the manner permitted or required by this Indenture.

## ARTICLE VII
## COVENANTS

Section 7.1. Confirmation of the Assessments.

The City hereby confirms, covenants, and agrees that, in the Assessment Ordinance, it has levied the Assessments against the respective Assessed Properties from which the Pledged Revenues will be collected and received.

Section 7.2. Collection and Enforcement of the Assessments.

(a) For so long as any Bonds are Outstanding and amounts are due to the Developer under the Financing Agreement or Improvement Area #4 Reimbursement Agreement to reimburse it for the funds it has contributed to pay Actual Costs of the Improvement Area #4

Improvements, the City covenants, agrees and warrants that it will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Assessments.

(b) The City will determine or cause to be determined, no later than February 15 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Assessment or the corresponding Assessed Property.

Section 7.3. Against Encumbrances.

(a) Other than Refunding Bonds, the City shall not create and, to the extent Pledged Revenues are received, shall not suffer to remain, any lien, encumbrance or charge upon the Pledged Revenues, the Pledged Funds, the Trust Estate, or any other property pledged under this Indenture, except any pledge created for the equal and ratable security of the Bonds.

(b) So long as Bonds are Outstanding hereunder, the City shall not issue any bonds, notes or other evidences of indebtedness secured by any pledge of or other lien or charge on the Pledged Revenues, the Pledged Funds, the Trust Estate or any other property pledged under this Indenture, except that the City may issue Refunding Bonds in accordance with the terms of this Indenture.

Section 7.4. Records, Accounts and Accounting Reports.

The City hereby covenants and agrees that so long as any of the Bonds or any interest thereon remain outstanding and unpaid, and the obligation to the Developer to reimburse it under the Financing Agreement or the Improvement Area #4 Reimbursement Agreement for funds it has contributed to pay Actual Costs of the Improvement Area #4 Improvements remain outstanding and unpaid, it will keep and maintain a proper and complete system of records and accounts pertaining to the Assessments. The Trustee and Owner or Owners of any Bonds or any duly authorized agent or agents of such Owners shall have the right at all reasonable times to inspect all such records, accounts, and data relating thereto, upon written request to the City by the Trustee or duly authorized representative, as applicable. The City shall provide the Trustee or duly authorized representative, as applicable, an opportunity to inspect such books and records relating to the Bonds during the City's regular business hours and on a mutually agreeable date not later than thirty days after the City receives such request.

Section 7.5. Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms shall have the following meanings:

"*Code*" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Issue Date.

"*Computation Date*" has the meaning set forth in section 1.148-1(b) of the Regulations.

"*Gross Proceeds*" means any proceeds as defined in section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in section 1.148-1(c) of the Regulations, of the Bonds.

"*Investment*" has the meaning set forth in section 1.148-1(b) of the Regulations.

"*Issue Date*" for the tax-exempt Bonds or other obligations of the City is the respective date on which such bonds or other obligations of the City is delivered against payment therefor.

"*Net Sale Proceeds*" has the meaning stated in section 1.148-1(b) of the Regulations.

"*Nonpurpose Investment*" means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

"*Proceeds*" has the meaning stated in section 1.148-1(b) of the Regulations.

"*Rebate Amount*" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"*Regulations*" means any proposed, temporary or final Income Tax Regulations issued pursuant to sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"*Yield*" of (1) any Investment has the meaning set forth in section 1.148-5 of the Regulations; and (2) the Bonds has the meaning set forth in section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Bonds:

(i) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan.

(i) Except to the extent permitted by section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(ii) The City covenants and agrees that the levied Assessments will meet the requirements of the "tax assessment loan exception" within the meaning of section 1.141-5(d) of the Regulations on the date the Bonds are delivered and will ensure that the Assessments continue to meet such requirements for so long as the Bonds are outstanding hereunder.

(e) Not to Invest at Higher Yield. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested) if, as a result of such investment, the Yield

from the Issue Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

(i) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the final Computation Date. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(iii) As additional consideration for the purchase of the Bonds by the Purchaser and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall, pursuant to a City Certificate, pay to the United States the amount described in paragraph (2) above at the times, in the installments, to the place, in the manner and accompanied by such forms or other information as is or may be required by section 148(f) of the Code and the regulations and rulings thereunder.

(iv) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (ii) and (iii), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) *Not to Divert Arbitrage Profits*. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) *Not Hedge Bonds.* The City will not invest more than 50 percent of the Proceeds of each series of the Bonds in Nonpurpose Investments having a substantially guaranteed yield for four years or more. On the Issue Date of each series of the Bonds, the City reasonably expects that at least 85 percent of the Net Sale Proceeds of each series of the Bonds will be used to carry out the governmental purpose of such series within three years after the respective Issue Date of such series.

(k) *Elections*. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, or City Secretary, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Tax Certificate or similar or other appropriate certificate, form or document.

## ARTICLE VIII
## LIABILITY OF CITY

Neither the full faith and credit nor the general taxing power of the City is pledged to the payment of the Bonds, and except for the Trust Estate, no City taxes, fee or revenues from any source are pledged to the payment of, or available to pay any portion of, the Bonds or any other obligations relating to the District. The City shall never be liable for any obligations relating to the Bonds or other obligations relating to the District, other than as specifically provided for in this Indenture.

The City shall not incur any responsibility in respect of the Bonds or this Indenture other than in connection with the duties or obligations explicitly herein or in the Bonds assigned to or imposed upon it. The City shall not be liable in connection with the performance of its duties hereunder, except for its own willful default or act of bad faith. The City shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions covenants or agreements of the Trustee herein or of any of the documents executed by the Trustee in connection with the Bonds, or as to the existence of a default or Event of Default thereunder.

In the absence of bad faith, the City may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the City and conforming to the requirements of this Indenture. The City shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts.

No provision of this Indenture, the Bonds, the Assessment Ordinance, or any agreement, document, instrument, or certificate executed, delivered or approved in connection with the issuance, sale, delivery, or administration of the Bonds (collectively, the "*Bond Documents*"), shall require the City to expend or risk its own general funds or otherwise incur any financial liability (other than with respect to the Trust Estate and the Annual Collection Costs) in the performance of any of its obligations hereunder, or in the exercise of any of its rights or powers, if in the judgment of the City there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it.

Neither the Owners nor any other Person shall have any claim against the City or any of its officers, officials, agents, or employees for damages suffered as a result of the City's failure to perform in any respect any covenant, undertaking, or obligation under any Bond Documents or as a result of the incorrectness of any representation in, or omission from, any of the Bond Documents, except to the extent that any such claim relates to an obligation, undertaking, representation, or covenant of the City, in accordance with the Bond Documents and the PID Act. Any such claim shall be payable only from the Trust Estate or the amounts collected to pay Annual Collection Costs on deposit in the Administrative Fund. Nothing contained in any of the Bond Documents shall be construed to preclude any action or proceeding in any court or before any governmental body, agency, or instrumentality against the City or any of its officers, officials, agents, or employees to enforce the provisions of any of the Bond Documents or to enforce all rights of the Owners of the Bonds by mandamus or other proceeding at law or in equity.

The City may rely on and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The City may consult with counsel with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Indenture the City shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the City, be deemed to be conclusively proved and established by a certificate of the Trustee, an Independent Financial Consultant, an independent inspector or the City Manager or other person designated by the City Council to so act on behalf of the City, and such certificate shall be full warrant to the City for any action taken or suffered under the provisions of this Indenture upon the faith thereof, but in its discretion the City may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

In order to perform its duties and obligations hereunder, the City may employ such persons or entities as it deems necessary or advisable. The City shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations, and directions of such persons or entities.

# ARTICLE IX
# THE TRUSTEE

Section 9.1. Trustee as Registrar and Paying Agent.

The Trustee is hereby designated and agrees to act as Registrar and Paying Agent for and in respect to the Bonds. The Trustee hereby accepts and agrees to execute the respective trusts imposed upon it by this Indenture, but only upon the express terms and conditions, and subject to the provisions of this Indenture to all of which the parties hereto and the Owners of the Bonds agree. No implied covenants or obligations shall be read into this Indenture against the Trustee.

Section 9.2. Trustee Entitled to Indemnity.

The Trustee shall be under no obligation to institute any suit, or to undertake any proceeding under this Indenture, or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified, to the extent permitted by law, to its satisfaction against any and all costs and expenses, outlays, and counsel fees and other reasonable disbursements, and against all liability except as a consequence of its own negligence or willful misconduct; provided, however, that absent an Event of Default, the Trustee shall not request or require indemnification as a condition to making any deposits, payments or transfers when required hereunder, or to deliver any notice when required hereunder. Nevertheless, the Trustee may begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as the Trustee, without indemnity, and in such case the Trustee may make transfers from the Pledged Revenue Fund or the Administrative Fund (and to the extent moneys in the such funds are insufficient, then from any money in its possession, except the Rebate Fund) to pay all costs, fees, expenses, outlays, and counsel fees and other reasonable disbursements properly incurred in connection therewith and shall, to the extent permitted by law, be entitled to a preference therefor over any Bonds Outstanding hereunder.

Section 9.3. Responsibilities of the Trustee.

(a) The recitals contained in this Indenture and in the Bonds shall be taken as the statements of the City and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of this Indenture or the Bonds or with respect to the security afforded by this Indenture, and the Trustee shall incur no liability with respect thereto. Except as otherwise expressly provided in this Indenture, the Trustee shall have no responsibility or duty with respect to: (i) the issuance of Bonds for value; (ii) the application of the proceeds thereof, except to the extent that such proceeds are received by it in its capacity as Trustee; (iii) the application of any moneys paid to the City or others in accordance with this Indenture, except as to the application of any moneys paid to it in its capacity as Trustee; or (iv) any calculation of arbitrage or rebate under the Code.

(b) The duties and obligations of the Trustee shall be determined by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture. The Trustee will, prior

to any Event of Default and after curing of any Event of Default, perform such duties and only such duties as are specifically set forth herein. The Trustee will, during the existence of an Event of Default, exercise such rights and powers vested in it by this Indenture and use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(c) The Trustee shall not be liable for any action taken or omitted by it in the performance of its duties under this Indenture, except for its own negligence or willful misconduct. In no event shall the Trustee be liable for incidental, indirect, special or consequential damages in connection with or arising from this Indenture for the existence, furnishing or use of Improvement Area #4 of the District.

(d) The Trustee, before the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If any Event of Default shall have occurred and be continuing, the Trustee shall exercise such rights and powers vested in it by this Indenture, and shall use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs in exercising any rights or remedies or performing any of its duties hereunder.

(e) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, attorneys, or receivers, and shall not be responsible for any misconduct or negligence on the part of any agent, attorney, or receiver appointed or chosen by it with due care, and the Trustee shall be entitled to rely and act upon the opinion or advice of counsel, who may be counsel to the City, concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such agents, attorneys, and receivers as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction by it taken or omitted to be taken in good faith in reliance upon such opinion or advice of counsel.

(f) The Trustee shall not be responsible for any recital herein (except with respect to the authentication certificate of the Trustee endorsed on the Bonds) or for the recording, filing, or refiling of this Indenture in connection therewith, or for the validity of the execution by the City of this Indenture or of any Supplemental Indentures or instruments of further assurance, or for the sufficiency or security of the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with this Indenture.

(g) The Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof, or as to the validity or sufficiency of this Indenture or of the Bonds. The Trustee shall not be accountable for the use or application of any Bonds or the proceeds thereof or of any money paid to or upon the order of the City under any provision of this Indenture.

(h) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of a Quarter in Interest

of the Bonds relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture.

(i) The Trustee shall not be required to take notice, and shall not be deemed to have notice, of any default or Event of Default unless the Trustee shall be notified specifically of the default or Event of Default in a written instrument or document delivered to it by the City or by the Owners of a Quarter in Interest of the Bonds. In the absence of delivery of a notice satisfying those requirements, the Trustee may assume conclusively that there is no Event of Default, except as noted above.

(j) Before taking any action under this Indenture (other than making any payment of principal, premium, or interest on the Bonds), the Trustee may require that a satisfactory indemnity be furnished to it for the payment or reimbursement of all costs and expenses (including, without limitation, attorney's fees and expenses) to which it may be put and to protect it against all liability which it may incur in or by reason of such action, except liability which it adjudicated to have resulted from its negligence or willful misconduct.

(k) The Trustee's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Indenture shall extend to the Trustee's officers, directors, agents, attorneys and employees. Such immunities and protections and rights to indemnification, together with the Trustee's right to compensation, shall survive the Trustee's resignation or removal, the discharge of this Indenture, and final payment of the Bonds.

Section 9.4. Property Held in Trust.

All moneys and securities held by the Trustee at any time pursuant to the terms of this Indenture shall be held by the Trustee in trust for the purposes and under the terms and conditions of this Indenture.

Section 9.5. Trustee Protected in Relying on Certain Documents.

The Trustee may conclusively rely upon any order, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond, or other document provided to the Trustee in accordance with the terms of this Indenture that it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper board or Person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, the Financing Agreement, and the Development Agreement, or upon the written opinion of any counsel, architect, engineer, insurance consultant, management consultant, or accountant believed by the Trustee to be qualified in relation to the subject matter, and the Trustee shall be under no duty to make any investigation or inquiry into and shall not be deemed to have knowledge of any statements contained or matters referred to in any such instrument. The Trustee may consult with counsel, who may or may not be Bond Counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered, or omitted to be taken by it in good faith and in accordance therewith. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who, at the time

of making such request, or giving such authority or consent is the Owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor and upon transfer or in place thereof.

Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, such matter may be deemed to be conclusively proved and established by a City Certificate, unless other evidence in respect thereof be hereby specifically prescribed. Such City Certificate shall be full warrant for any action taken or suffered in good faith under the provisions hereof, but in its discretion the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided herein, any request, order, notice, or other direction required or permitted to be furnished pursuant to any provision hereof by the City to the Trustee shall be sufficiently executed if executed in the name of the City by the City Representative.

The Trustee shall not be under any obligation to see to the recording or filing of this Indenture, or otherwise to the giving to any Person of notice of the provisions hereof except as expressly required in Section 9.13 herein.

The Trustee may conclusively rely upon any City Certificate received by it pursuant to the terms hereof and shall in no instance be obligated to make any independent investigation in connection therewith.

Section 9.6. Compensation.

Unless otherwise expressly provided by written contract with the Trustee, the Trustee shall transfer from the Administrative Fund, upon written direction from the City, compensation for all services rendered by it hereunder, including its services as Registrar and Paying Agent, together with all its reasonable expenses, charges, and other disbursements and those of its counsel, agents and employees, incurred in and about the administration and execution of the trusts hereby created and the exercise of its powers and the performance of its duties hereunder, upon delivery of an invoice therefor to the City, and the Trustee shall have a lien therefor on any and all funds at any time held by the Trustee (except the Rebate Fund). None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if in the judgment of the Trustee there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it. If the City shall fail to make any payment required by this Section, the Trustee may make such payment from any moneys held in the Administrative Fund and to the extent moneys in the Administrative Fund are insufficient, then from any money in its possession (except the Rebate Fund) and shall be entitled to a preference therefor over any Bonds Outstanding hereunder on amounts held by the Trustee (except the Rebate Fund). The right of the Trustee to fees, expenses, and indemnification shall survive the release, discharge, and satisfaction of the Indenture.

Section 9.7. Permitted Acts.

The Trustee and its directors, officers, employees, or agents may become the owner of or may in good faith buy, sell, own, hold and deal in Bonds and may join in any action that any Owner of Bonds may be entitled to take as fully and with the same rights as if it were not the Trustee. The Trustee may act as depository, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, the City or any committee formed to protect the rights of Owners of Bonds or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Indenture, whether or not such committee shall represent the Owners of a majority in aggregate outstanding principal amount of the Bonds. The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct.

Section 9.8. Resignation of Trustee.

The Trustee may at any time resign and be discharged of its duties and obligations hereunder by giving not fewer than 30 days' written notice, specifying the date when such resignation shall take effect, to the City and each Owner of any Outstanding Bond. Such resignation shall take effect upon the appointment of a successor as provided in Section 9.10 and the acceptance of such appointment by such successor.

Section 9.9. Removal of Trustee.

The Trustee may be removed at any time by the Owners of a Quarter in Interest of the Bonds by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or by their attorneys-in-fact, duly authorized and delivered to the City. Copies of each such instrument shall be delivered by the City to the Trustee and any successor thereof. The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the Owners of not less than 10% of the aggregate principal amount of the Bonds Outstanding.

Section 9.10. Successor Trustee.

If the Trustee shall resign, be removed, be dissolved, or become incapable of acting, or shall be adjudged bankrupt, insolvent, or if a receiver, liquidator, or conservator of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of the Trustee hereunder shall thereupon become vacant.

If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, a successor Trustee may be appointed after any such vacancy shall have occurred by the Owners of a Quarter in Interest of the Bonds by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or their attorneys-in-fact, duly authorized and delivered to such successor Trustee, with notification thereof being given to the predecessor Trustee and the City.

Until such successor Trustee shall have been appointed by the Owners a Quarter in Interest of the Bonds, the City shall forthwith appoint a Trustee to act hereunder. Copies of any instrument of the City providing for any such appointment shall be delivered by the City to the Trustee so appointed. The City shall mail notice of any such appointment to each Owner of any Outstanding Bonds within 30 days after such appointment. Any appointment of a successor Trustee made by the City immediately and without further act shall be superseded and revoked by an appointment subsequently made by the Owners of Bonds.

If in a proper case no appointment of a successor Trustee shall be made within 45 days after the giving by any Trustee of any notice of resignation in accordance with Section 9.8 herein or after the occurrence of any other event requiring or authorizing such appointment, the Trustee or any Owner of Bonds may apply to any court of competent jurisdiction for the appointment of such a successor, and the court may thereupon, after such notice, if any, as the court may deem proper, appoint such successor and the City shall be responsible for the costs of such appointment process. Any duties and obligations of such predecessor Trustee shall thereafter cease and terminate, and the payment of the fees and expenses owed to the predecessor Trustee shall be paid in full.

Any successor Trustee appointed under the provisions of this Section shall be a commercial bank or trust company or national banking association (i) having a capital and surplus and undivided profits aggregating at least $50,000,000, if there be such a commercial bank or trust company or national banking association willing and able to accept the appointment on reasonable and customary terms, and (ii) authorized by law to perform all the duties of the Trustee required by this Indenture.

Each successor Trustee shall mail, in accordance with the provisions of the Bonds, notice of its appointment to any Rating Agency which, at the time of such appointment, is providing a rating on the Bonds and each of the Owners of the Bonds.

Section 9.11. Transfer of Rights and Property to Successor Trustee.

Any successor Trustee appointed under the provisions of Section 9.10 shall execute, acknowledge, and deliver to its predecessor and the City an instrument in writing accepting such appointment, and thereupon such successor, without any further act, deed, or conveyance, shall become fully vested with all moneys, estates, properties, rights, immunities, powers, duties, obligations, and trusts of its predecessor hereunder, with like effect as if originally appointed as Trustee. However, the Trustee then ceasing to act shall nevertheless, on request of the City or of such successor and upon payment of amounts owing to it hereunder, execute, acknowledge, and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all the rights, immunities, powers, and trusts of such Trustee and all the right, title, and interest of such Trustee in and to the Trust Estate, and shall pay over, assign, and deliver to such successor any moneys or other properties subject to the trusts and conditions herein set forth. Should any deed, conveyance, or instrument in writing from the City be required by such successor for more fully and certainly vesting in and confirming to it any such moneys, estates, properties, rights, powers, duties, or obligations, any and all such deeds, conveyances, and instruments in writing,

on request and so far as may be authorized by law, shall be executed, acknowledged, and delivered by the City.

Section 9.12. Merger, Conversion or Consolidation of Trustee.

Any corporation or association into which the Trustee may be merged or with which it may be consolidated or any corporation or association resulting from any merger, conversion or consolidation to which it shall be a party or any corporation or association to which the Trustee may sell or transfer all or substantially all of its corporate trust business shall be the successor to such Trustee hereunder, without any further act, deed or conveyance, provided that such corporation or association shall be a commercial bank or trust company or national banking association qualified to be a successor to such Trustee under the provisions of Section 9.10, or a trust company that is a wholly-owned subsidiary of any of the foregoing.

Section 9.13. Security Interest in Trust Estate.

Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the Trust Estate provided for herein, and such pledge is, under current law, valid, effective and perfected. The City shall cause to be filed all appropriate initial financing statements to ensure that the Trustee (for the benefit of the Owners of the Bonds) is granted a valid and perfected first priority lien on the entire Trust Estate. Nothing herein shall obligate the Trustee to file any initial financing statements. Upon the City's timely delivery of a copy of such filed initial financing statement, if any, to the Trustee, the Trustee shall file continuation statements of such initial financing statement(s) in the same jurisdictions as the initial financing statement(s) previously provided to the Trustee. Unless the Trustee is otherwise notified in writing by the City, the Trustee may rely upon the initial financing statements in filing any continuation statements hereunder.

Section 9.14. Accounts, Periodic Reports and Certificates.

The Trustee shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Funds and Accounts established by this Indenture and which shall at all times be subject to inspection by the City, and the Owner or Owners of not less than 10% in principal amount of any Bonds then Outstanding or their representatives duly authorized in writing.

Section 9.15. Construction of Indenture.

The Trustee may construe any of the provisions of this Indenture insofar as the same may appear to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provisions hereof by the Trustee in good faith shall be binding upon the Owners of the Bonds.

Section 9.16. Offering Documentation.

The Trustee shall have no responsibility with respect to any information, statement, or recital in any official statement, offering memorandum, or any other disclosure material prepared

or distributed with respect to the Bonds and shall have no responsibility for compliance with any State or federal securities laws in connection with the Bonds.

Section 9.17. Expenditure of Funds and Risk.

None of the provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of its rights or powers if the Trustee shall have reasonable grounds for believing that the repayment of such funds or indemnity against such risk or liability is not assured.

Section 9.18. Environmental Hazards.

The Trustee may inform any Owner of environmental hazards that the Trustee has reason to believe exist, and the Trustee has the right to take no further action and in such event, no fiduciary duty exists which imposes any obligation for further action with respect to the Trust Estate or any portion thereof if the Trustee, in its individual capacity, determines that any such action would materially and adversely subject the Trustee to environmental or other liability for which the Trustee has not been adequately indemnified.

The Trustee shall not be responsible or liable for the environmental condition related to the improvements to any real property or for diminution in value of the same, or for any claims by or on behalf of the owners thereof as the result of any contamination by a hazardous substance, hazardous material, pollutant, or contaminant. The Trustee assumes no duty or obligation to assess the environmental condition of any improvements or with respect to compliance thereof under State or federal laws pertaining to the transport, storage, treatment, or disposal of hazardous substances, hazardous materials, pollutants, or contaminants or regulations, permits, or licenses issued under such laws.

## ARTICLE X
## MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 10.1. Amendments Permitted.

This Indenture and the rights and obligations of the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Indenture, except as provided below, pursuant to the affirmative vote at a meeting of Owners of the Bonds, or with the written consent without a meeting, of the Owners of more than fifty percent (50%) of the aggregate principal amount of the Bonds then Outstanding. No such modification or amendment shall (i) extend the maturity of any Bond or reduce the principal of or interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, (ii) permit the creation by the City of any pledge or lien upon the Trust Estate superior to the pledge and lien created for the benefit of the Bonds, (iii) except as otherwise permitted by this Indenture, permit the creation by the City of any pledge or lien upon the Trust Estate on a parity with the pledge and lien created for the benefit of the Bonds, or (iv) reduce the percentage of Bonds required for the amendment hereof. Any such amendment may not modify any of the rights or obligations of the Trustee without its written consent.

This Indenture and the rights and obligations of the City and of the Owners may also be modified or amended at any time by a Supplemental Indenture, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(i) to add to the covenants and agreements of the City in this Indenture contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

(ii) to make modifications not adversely affecting any Outstanding Bonds in any material respect;

(iii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in regard to questions arising under this Indenture, as the City may deem necessary or desirable and not inconsistent with this Indenture, and that shall not adversely affect the rights of the Owners of the Bonds;

(iv) to authorize a Series of Refunding Bonds in accordance with the provisions of this Indenture; and

(v) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds.

Section 10.2. Owners' Meetings.

The City may at any time call a meeting of the Owners of the Bonds. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof, and to fix and adopt rules and regulations for the conduct of said meeting.

Section 10.3. Procedure for Amendment with Written Consent of Owners.

The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds or of this Indenture, to the extent that such amendment is permitted by Section 10.1 herein, to take effect when and as provided in this Section. A copy of such Supplemental Indenture, together with a request to Owners for their consent thereto, shall be mailed by first class mail, by the Trustee to each Owner of Bonds from whom consent is required under this Indenture, but failure to mail copies of such Supplemental Indenture and request shall not affect the validity of the Supplemental Indenture when assented to as in this Section provided.

Such Supplemental Indenture shall not become effective unless there shall be filed with the Trustee the written consents of the Owners as required by this Indenture and a notice shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 11.6 herein. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof), unless such consent is revoked in writing by the

Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Indenture, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Indenture, stating in substance that the Supplemental Indenture has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Indenture or consents thereto). Proof of the mailing of such notice shall be filed with the Trustee. A record, consisting of the papers required by this Section 10.3 to be filed with the Trustee, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Indenture shall become effective upon the filing with the Trustee of the proof of mailing of such notice, and the Supplemental Indenture shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article) upon the City and the Owners of all Bonds at the expiration of forty-five (45) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such 45-day period; provided however that the Trustee during such 45-day period and any such further period during which any such action or proceeding may be pending shall be entitled, in its sole discretion, to take such action, or to refrain from taking such action, with respect to such Supplemental Indenture as it may deem expedient and the Trustee shall have no liability with respect to any action taken or any instance of inaction except as a consequence of its own negligence or willful misconduct.

Section 10.4. Effect of Supplemental Indenture.

From and after the time any Supplemental Indenture becomes effective pursuant to this Article X, this Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties, and obligations under this Indenture of the City, the Trustee and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 10.5. Endorsement or Replacement of Bonds Issued After Amendments.

The City may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article X shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and presentation of his Bond for that purpose at the designated office of the Trustee or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond. The City may determine that new Bonds, so modified as in the opinion of the City is necessary to conform to such Owners' action, shall be prepared, executed, and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the designated office of the Trustee without cost to any Owner, for Bonds then Outstanding, upon surrender of such Bonds.

Section 10.6. Amendatory Endorsement of Bonds.

The provisions of this Article X shall not prevent any Owner from accepting any amendment as to the particular Bonds held by such Owner, provided that due notation thereof is made on such Bonds.

Section 10.7. Waiver of Default.

Subject to the second and third sentences of Section 10.1 above, with the written consent of the Owners of more than fifty percent (50%) in aggregate principal amount of the Bonds then Outstanding, the Owners may waive compliance by the City with certain past defaults under the Indenture and their consequences. Any such consent shall be conclusive and binding upon the Owners and upon all future Owners. For the avoidance of doubt, any waiver given pursuant to this Section shall be subject to Section 11.5 below.

Section 10.8. Execution of Supplemental Indenture.

In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee shall receive, and shall be fully protected in relying upon, an opinion of Bond Counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's own rights, duties and immunities under this Indenture or otherwise.

No such amendment shall modify any of the rights or obligations of the Trustee without its written consent. In executing or accepting any Supplemental Indenture, the Trustee shall be fully protected in relying upon an opinion of qualified counsel addressed and delivered to the Trustee stating that (a) the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture, (b) the execution and delivery of will not adversely affect the exclusion from federal gross income of the interest on the Bonds, and (c) such Supplemental Indenture will, upon the execution and delivery thereof, to be a valid and binding obligation of the City.

## ARTICLE XI
## DEFAULT AND REMEDIES

Section 11.1. Events of Default.

Each of the following occurrences or events shall be and is hereby declared to be an "Event of Default," to wit:

(i) The failure of the City to deposit the Pledged Revenues to the Pledged Revenue Fund;

(ii) The failure of the City to enforce the collection of the Assessments including the prosecution of foreclosure proceedings;

(iii) The failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; and

(iv) Default in the performance or observance of any other covenant, agreement or obligation of the City under this Indenture and the continuation thereof for a period of ninety (90) days after written notice to the City by the Trustee, or by the Owners of a Quarter in Interest of the Bonds with a copy to the Trustee, specifying such default by the Owners of a Quarter in Interest of the Bonds requesting that the failure be remedied.

Section 11.2. Immediate Remedies for Default.

(a) Subject to Article VIII, upon the happening and continuance of any one or more of the Events of Default described in Section 11.1, the Trustee may, and at the written direction of the Owners of a Quarter in Interest of the Bonds and its receipt of indemnity satisfactory to it shall, proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by this Indenture or by Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained herein, or injunction; provided, however, that any action for money damages against the City shall be limited in recovery to the assets of the Trust Estate, including the Pledged Revenues and Pledged Funds. The Trustee retains the right to obtain the advice of counsel in its exercise of remedies for default.

(b) THE PRINCIPAL OF THE BONDS SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

(c) If the assets of the Trust Estate are sufficient to pay all amounts due with respect to all Outstanding Bonds, in the selection of Trust Estate assets to be used in the payment of Bonds due under this Article, the City shall determine, in its absolute discretion, and shall instruct the Trustee by City Certificate, which Trust Estate assets shall be applied to such payment and shall not be liable to any Owner or other Person by reason of such selection and application; provided, however, the City Certificate shall account and provide for payment in full of all amounts then due under this Indenture, including but not limited to full payment of principal and interest due and payable on bonds similarly secured. In the event that the City shall fail to deliver to the Trustee such City Certificate, the Trustee shall select and liquidate or sell Trust Estate assets as provided in the following paragraph, and shall not be liable to any Owner, or other Person, or the City by reason of such selection, liquidation or sale. The Trustee shall have no liability for its selection of Trust Estate assets to liquidate or sell.

(d) Whenever moneys are to be applied pursuant to this Article XI, irrespective of and whether other remedies authorized under this Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or

more parts, at any such place or places, and at such time or times and upon such notice and terms as the Trustee may deem appropriate and as may be required by law and apply the proceeds thereof in accordance with the provisions of this Section. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the City, and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the City shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the judgment of the Trustee, proper for the purpose which may be designated in such request.

Section 11.3. Restriction on Owner's Action.

(a) No Owner shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust thereof or any other remedy hereunder, unless (i) a default has occurred and is continuing of which the Trustee has been notified in writing, (ii) such default has become an Event of Default and the Owners of a Quarter in Interest of the Bonds have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (iii) the Owners have furnished to the Trustee indemnity as provided in Section 9.2 herein, (iv) the Trustee has for sixty (60) days after such notice failed or refused to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name, (v) no written direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Owners of a majority of the aggregate principal amount of the Bonds then Outstanding, and (vi) notice of such action, suit, or proceeding is given to the Trustee in writing; however, all proceedings at law or in equity shall be instituted and maintained in the manner provided herein and for the equal benefit of the Owners of all Bonds then Outstanding. The notification, request and furnishing of indemnity set forth above shall, at the option of the Trustee as advised by counsel, be conditions precedent to the execution of the powers and trusts of this Indenture and to any action or cause of action for the enforcement of this Indenture or for any other remedy hereunder.

b) Subject to Article VIII, nothing in this Indenture shall affect or impair the right of any Owner to enforce, payment of any Bond at and after the maturity thereof, or on the date fixed for redemption or the obligation of the City to pay each Bond issued hereunder to the respective Owners thereof at the time and place, from the source and in the manner expressed herein and in the Bonds.

(c) In case the Trustee or any Owners shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Owners, then and in every such case the City, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 11.4. Application of Revenues and Other Moneys After Default.

(a) All moneys, securities, funds and Pledged Revenues, Pledged Funds, or other assets of the Trust Estate and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including its counsel fees, costs, and expenses), liabilities, and advances incurred or made by the Trustee and the fees of the Trustee in carrying out this Indenture, during the continuance of an Event of Default, notwithstanding Section 11.2 hereof, shall be applied by the Trustee, on behalf of the City, to the payment of interest and principal or Redemption Price then due on Bonds, as follows:

> FIRST: To the payment to the Owners entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the Owners entitled thereto, without any discrimination or preference; and
>
> SECOND: To the payment to the Owners entitled thereto of the unpaid principal of Outstanding Bonds, or Redemption Price of any Bonds which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal or Redemption Price due and to the Owners entitled thereto, without any discrimination or preference.

Within ten (10) days of receipt of such good and available funds, the Trustee may fix a record and payment date for any payment to be made to Owners pursuant to this Section 11.4.

(b) In the event funds are not adequate to cure any of the Events of Default described in Section 11.1, the available funds shall be allocated to the Bonds that are Outstanding in proportion to the quantity of Bonds that are currently due and in default under the terms of this Indenture.

(c) The restoration of the City to its prior position after any and all defaults have been cured, as provided in Section 11.3, shall not extend to or affect any subsequent default under this Indenture or impair any right consequent thereon.

Section 11.5. Effect of Waiver.

No delay or omission of the Trustee, or any Owner, to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given to the Trustee or the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient.

The Trustee, if previously directed in writing by Owners of a Quarter in Interest of the Bonds, shall waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest, if any, on the Bonds.

Section 11.6. Evidence of Ownership of Bonds.

(a) Any request, consent, revocation of consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners of Bonds may be in one or more instruments of similar tenor and shall be signed or executed by such Owners in person or by their attorneys duly appointed in writing. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, or the holding by any Person of the Bonds shall be sufficient for any purpose of this Indenture (except as otherwise herein expressly provided) if made in the following manner:

(i) The fact and date of the execution of such instruments by any Owner of Bonds or the duly appointed attorney authorized to act on behalf of such Owner may be provided by a guarantee of the signature thereon by a bank or trust company or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the Person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guarantee, certificate, or affidavit shall also constitute sufficient proof of his authority.

(ii) The ownership of Bonds and the amount, numbers and other identification and date of holding the same shall be proved by the Register.

(b) Except as otherwise provided in this Indenture with respect to revocation of a consent, any request or consent by an Owner of Bonds shall bind all future Owners of the same Bonds in respect of anything done or suffered to be done by the City or the Trustee in accordance therewith.

Section 11.7. No Acceleration.

In the event of the occurrence of an Event of Default under Section 11.1 hereof, the right of acceleration of any Stated Maturity is not granted as a remedy hereunder and the right of acceleration under this Indenture is expressly denied.

Section 11.8. Mailing of Notice.

Any provision in this Article for the mailing of a notice or other document to Owners shall be fully complied with if it is mailed, first class postage prepaid, only to each Owner at the address appearing upon the Register.

Section 11.9. Exclusion of Bonds.

Bonds owned or held by or for the account of the City shall be promptly delivered to the Trustee and cancelled. Such Bonds will not be deemed Outstanding for any purpose, including without limitation, the purpose of consent or other action or any calculation of Outstanding Bonds provided for in this Indenture, and the City shall not be entitled with respect to such Bonds to give any consent or take any other action provided for in this Indenture.

Section 11.10. Remedies Not Exclusive.

No remedy herein conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity, by statute or by contract.

Section 11.11. Direction by Owners.

Anything herein to the contrary notwithstanding, the Owners of a Quarter in Interest of the Bonds shall have the right by an instrument in writing executed and delivered to the Trustee, to direct the choice of remedies and the time, method and place of conducting any proceeding for any remedy available to the Trustee hereunder, under each Supplemental Indenture or otherwise, or exercising any trust or power conferred upon the Trustee, including the power to direct or withhold directions with respect to any remedy available to the Trustee or the Owners, provided, (i) such direction shall not be otherwise than in accordance with law and the provisions hereof, (ii) that the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction, (iii) that the Trustee may still require satisfactory indemnity prior to taking such action, and (iv) that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unjustly prejudicial to Owners not parties to such direction.

## ARTICLE XII
## GENERAL COVENANTS AND REPRESENTATIONS

Section 12.1 Representations as to Trust Estate.

(a) The City represents and warrants that it is authorized by Applicable Laws to authorize and issue the Bonds, to execute and deliver this Indenture and to pledge the Trust Estate in the manner and to the extent provided in this Indenture, and that the Trust Estate are and will be and remain free and clear of any pledge, lien, charge, or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and lien created in or authorized by this Indenture except as expressly provided herein.

(b) The City shall at all times, to the extent permitted by Applicable Laws, defend, preserve and protect the pledge of the Trust Estate and all the rights of the Owners and the Trustee, under this Indenture against all claims and demands of all Persons whomsoever.

(c) The City will take all steps reasonably necessary and appropriate, and will direct the Trustee to take all steps reasonably necessary and appropriate, to collect all

delinquencies in the collection of the Improvement Area #4 Assessments and any other amounts pledged to the payment of the Bonds to the fullest extent permitted by the PID Act and other Applicable Laws.

(d) To the extent permitted by law, statements for the Annual Installments shall be sent by, or on behalf of the City, to the affected property owners on the same statement or such other mechanism that is used by the City, so that such Annual Installments are collected simultaneously with ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City.

Section 12.2. Accounts, Periodic Reports and Certificates.

The Trustee shall keep or cause to be kept proper books of records and accounts (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Funds and Accounts established by this Indenture, and which shall at all times be subject to inspection by the City during the Trustee's regular business hours and each Owner or their representatives duly authorized in writing providing reasonable notice to the Trustee.

Section 12.3. General.

The City shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under the provisions of this Indenture.

Section 12.4. Texas Government Code Section 2271.002.

The Trustee represents and verifies, under Section 2271.002, Texas Government Code, that the Trustee and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Trustee, if any, do not boycott Israel and will not boycott Israel through the full term of this Agreement. The foregoing verification is made solely to enable the County to comply with such Section. As used in the foregoing verification, "boycott Israel," a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Section 12.5. Texas Government Code Section 2276.002.

The Trustee represents and verifies, under Section 2276.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session ("SB 13")), as amended, that the Trustee, and the parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, of the Trustee do not boycott energy companies and, such entities will not boycott energy companies through the full term of this Agreement. The foregoing verification is made solely to enable the County to comply with such Section. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2276.001(1), Texas

Government Code (as enacted by SB 13) by reference to Section 809.001, Texas Government Code (also as enacted by SB 13), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

Section 12.6. Texas Government Code Sections 2274.001 and 2274.002.

The Trustee represents and verifies, under Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, ("SB 19")), as amended, that Trustee, nor the parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, of the Trustee have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and such entities will not through the full term of this Agreement discriminate against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the County to comply with such Section. As used in the foregoing verification and the following definitions, (a) "discriminate against a firearm entity or firearm trade association," a term defined in Section 2274.001(3), Texas Government Code (as enacted by SB 19), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association, (b) "firearm entity," a term defined in Section 2274.001(6), Texas Government Code (as enacted by SB 19), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by SB19, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by SB 19, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by SB 19, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or

similar recreational shooting), and (c) "firearm trade association," a term defined in Section 2274.001(7), Texas Government Code (as enacted by SB 19), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that Code.

Section 12.7. No Terrorist Organization.

The Trustee represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended, and posted on any of the following pages of such officer's Internet website:

https://comptroller.texas.gov/purchasing/docs/sudan-list.xlsx,
https://comptroller.texas.gov/purchasing/docs/iran-list.xlsx, or
https://comptroller.texas.gov/purchasing/docs/fto-list.xlsx.

The foregoing representation is made to solely to comply with Section 2252.152, Texas Government Code, as amended, and excludes the Trustee and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Trustee understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Trustee and exists to make a profit.

Section 12.8. Survival of Representations.

As used in the foregoing verifications, the Trustee understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Trustee. Notwithstanding anything contained herein, a claim arising for the breach of the representations and covenants contained in the four preceding sections shall survive termination of this Agreement until the statute of limitations has run.

## ARTICLE XIII
## SPECIAL COVENANTS

Section 13.1. Further Assurances; Due Performance.

(a) At any and all times the City will duly execute, acknowledge and deliver, or will cause to be done, executed and delivered, all and every such further acts, conveyances, transfers, and assurances in a manner as the Trustee shall reasonably require for better conveying, transferring, pledging, and confirming unto the Trustee, all and singular, the revenues, Funds, Accounts and properties constituting the Pledged Funds, and the Trust Estate hereby transferred and pledged, or intended so to be transferred and pledged.

(b) The City will duly and punctually keep, observe and perform each and every term, covenant and condition on its part to be kept, observed and performed, contained in this Indenture.

Section 13.2 Additional Obligations or Other Liens; Refunding Bonds.

(a) The City reserves the right, subject to the provisions contained in this Section 13.2, to issue Additional Obligations under other indentures, assessment ordinances, or similar agreements or other obligations which do not constitute or create a lien on the Trust Estate and are not payable from the Trust Estate.

(b) Other than Refunding Bonds issued to refund all or a portion of the Bonds, the City will not create or voluntarily permit to be created any debt, lien or charge on any portion of the Trust Estate, and will not cause or allow any matter or things whatsoever whereby the lien of this Indenture or the priority hereof might or could be lost or impaired; and further covenants that it will pay or cause to be paid or will make adequate provisions for the satisfaction and discharge of all lawful claims and demands which if unpaid might by law be given precedence over or any equality with this Indenture as a lien or charge upon the Trust Estate; provided, however, that nothing in this Section shall require the City to apply, discharge, or make provision for any such lien, charge, claim, or demand so long as the validity thereof shall be contested by it in good faith, unless thereby, in the opinion of Bond Counsel or counsel to the Trustee, the same would endanger the security for the Bonds.

Section 13.3. Books of Record.

(a) The City shall cause to be kept full and proper books of record and accounts, in which full, true and proper entries will be made of all dealing, business and affairs of the City, which relate to the Pledged Revenues, the Pledged Funds, and the Bonds.

(b) The Trustee shall have no responsibility with respect to the financial and other information received by it pursuant to this Section 13.3 except to receive and retain same, subject to the Trustee's document retention policies, and to distribute the same in accordance with the provisions of this Indenture. Specifically, but without limitation, the Trustee shall have no duty to review such information, is not considered to have notice of the contents of such information or a default based on such contents and has no duty to verify the accuracy of such information.

## ARTICLE XIV
## PAYMENT AND CANCELLATION OF THE BONDS AND SATISFACTION OF THE INDENTURE

Section 14.1. Trust Irrevocable.

The trust created by the terms and provisions of this Indenture is irrevocable until the Bonds secured hereby are fully paid or provision is made for their payment as provided in this Article.

Section 14.2. Satisfaction of Indenture.

If the City shall pay or cause to be paid, or there shall otherwise be paid to the Owners, principal of and interest on all of the Bonds, at the times and in the manner stipulated in this Indenture, and all amounts due and owing with respect to the Bonds have been paid or provided for, then the pledge of the Trust Estate and all covenants, agreements, and other obligations of the City to the Owners of such Bonds, shall thereupon cease, terminate, and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the City copies of all such documents as it may have evidencing that principal of and interest on all of the Bonds has been paid so that the City may determine if the Indenture is satisfied; if so, the Trustee shall pay over or deliver all moneys held by it in the Funds and Accounts held hereunder to the Person entitled to receive such amounts, or, if no Person is entitled to receive such amounts, then to the City.

Section 14.3. Bonds Deemed Paid.

All Outstanding Bonds shall prior to the Stated Maturity or redemption date thereof be deemed to have been paid and to no longer be deemed Outstanding if (i) in case any such Bonds are to be redeemed on any date prior to their Stated Maturity, the Trustee shall have given notice of redemption on said date as provided herein, (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Defeasance Securities the principal of and the interest on which when due will provide moneys which, together with any moneys deposited with the Trustee at the same time, shall be sufficient to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, (iii) the Trustee shall have received a report by an independent certified public accountant selected by the City verifying the sufficiency of the moneys or Defeasance Securities deposited with the Trustee to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, (iv) if the Bonds are then rated, the Trustee shall have received written confirmation from each Rating Agency that such deposit will not result in the reduction or withdrawal of the rating on the Bonds, and (v) the Trustee shall have received an opinion of Bond Counsel to the effect that (A) any Bond having been deemed to have been paid as provided in this Section is no longer Outstanding hereunder and is no longer secured by or entitled to the benefits of this Indenture, (B) such defeasance is in accordance with the terms hereof and (C) such defeasance will not adversely affect the exclusion of interest on such Bond from gross income for purposes of federal income taxation. Neither Defeasance Securities nor moneys deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Bonds. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall be reinvested in Defeasance Securities as directed in writing by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds on and prior to such redemption date or maturity date thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

# ARTICLE XV
# MISCELLANEOUS

Section 15.1. Benefits of Indenture Limited to Parties.

Nothing in this Indenture, expressed or implied, is intended to give to any Person other than the City, the Trustee and the Owners, any right, remedy, or claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Trustee.

Section 15.2. Successor is Deemed Included in All References to Predecessor.

Whenever in this Indenture or any Supplemental Indenture either the City or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 15.3. Execution of Documents and Proof of Ownership by Owners.

Any request, declaration, or other instrument which this Indenture may require or permit to be executed by Owners may be in one or more instruments of similar tenor and shall be executed by Owners in person or by their attorneys duly appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, declaration, or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the Person signing such request, declaration, or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number, and date of holding the same shall be proved by the Register.

Any request, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Trustee in good faith and in accordance therewith.

Section 15.4. Waiver of Personal Liability.

No member, officer, agent, or employee of the City shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds; but nothing herein contained shall relieve any such member, officer, agent, or employee from the performance of any official duty provided by law.

Section 15.5. Notices to and Demands on City and Trustee.

(a) Except as otherwise expressly provided in this Indenture, all notices or other instruments required or permitted under this Indenture, including any City Certificate, shall be in writing and shall be delivered by hand, mailed by first class mail, postage prepaid, or transmitted by facsimile or e-mail and addressed as follows:

| | |
|---|---|
| If to the City: | City of Manor, Texas<br>105 E. Eggleston Street<br>P.O. Box 387<br>Manor, Texas 78653<br>Attn: City Manager<br>Fax No.: 512.272.8792<br>Email: smoore@manortx.gov |
| With copy to: | The Knight Law Firm, LLP<br>Attn: Veronica Rivera, City Attorney<br>223 West Anderson Lane, Suite A-105<br>Austin, Texas 78752<br>Fax No.: 512.922.3004<br>Email: vrivera@cityattorneytexas.com |
| If to the Trustee<br>or the Paying Agent/Registrar: | UMB Bank, N.A.<br>Attn: Robert Rodriguez<br>6034 Courtyard Dr., Ste. 370<br>Austin, Texas 78730<br>Fax No.: 512.582.5855<br>Email: Robert.Rodriguez@umb.com |

Any such notice, demand, or request may also be transmitted to the appropriate party by telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

Any of such addresses may be changed at any time upon written notice of such change given to the other party by the party effecting the change. Notices and consents given by mail in accordance with this Section shall be deemed to have been given five Business Days after the date of dispatch; notices and consents given by any other means shall be deemed to have been given when received.

(b) The Trustee shall mail to each Owner of a Bond notice of (i) any substitution of the Trustee; or (ii) the redemption or defeasance of all Bonds Outstanding.

(c) The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods; provided, however, that the City shall provide to the Trustee an incumbency certificate listing designated persons authorized to provide such instructions, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the

City elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method), the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

(d) The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

Section 15.6. Partial Invalidity.

If any Section, paragraph, sentence, clause, or phrase of this Indenture shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Indenture. The City hereby declares that it would have adopted this Indenture and each and every other Section, paragraph, sentence, clause, or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid, or unenforceable.

Section 15.7. Applicable Laws.

This Indenture shall be governed by and enforced in accordance with the laws of the State of Texas applicable to contracts made and performed in the State of Texas.

Section 15.8. Counterparts.

This Indenture may be executed in counterparts, each of which shall be deemed an original.

*[remainder of page left blank intentionally]*

IN WITNESS WHEREOF, the City and the Trustee have caused this Indenture of Trust to be executed all as of the date hereof.

CITY OF MANOR, TEXAS

By:_____
Dr. Christopher Harvey, Mayor

Attest:

_____
Lluvia T. Almaraz, City Secretary

[CITY SEAL]

UMB BANK, N.A.,
as Trustee

By:_____
Authorized Officer

**EXHIBIT A**

(a) Form of Bond.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE CITY, OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION OR AGENCY THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

REGISTERED REGISTERED

No. R-____ $_____

United States of America
State of Texas

CITY OF MANOR, TEXAS
SPECIAL ASSESSMENT REVENUE BOND, SERIES 2024
(MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #4 PROJECT)

| INTEREST RATE | MATURITY DATE | DATE OF DELIVERY | CUSIP NUMBER |
|---|---|---|---|
| _____% | September 15, 20___ | _____ | 564099____ |

The City of Manor, Texas (the "*City*"), for value received, hereby promises to pay, solely from the Trust Estate, to

_____

or registered assigns, on the Maturity Date, as specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the Date of Delivery, as specified above, or the most recent Interest Payment Date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be

paid semiannually on March 15 and September 15 of each year, commencing [September] 15, 202[4], until maturity or prior redemption.

Capitalized terms appearing herein that are defined terms in the Indenture defined below, have the meanings assigned to them in the Indenture. Reference is made to the Indenture for such definitions and for all other purposes.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in Austin, Texas (the "*Designated Payment/Transfer Office*"), of UMB Bank, N.A., as trustee and paying agent/registrar (the "*Trustee*", which term includes any successor trustee under the Indenture), or, with respect to a successor trustee and paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the Interest Payment Date, mailed by the Trustee to the registered owner at the address shown on the registration books kept by the Trustee or by such other customary banking arrangements acceptable to the Trustee, requested by, and at the risk and expense of, the Person to whom interest is to be paid. For the purpose of the payment of interest on this Bond, the registered owner shall be the Person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the last calendar day of the month next preceding such Interest Payment Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, that continues for 30 days or more thereafter, a new record date for such interest payment (a "*Special Record Date*") will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "*Special Payment Date,*" which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of a duly authorized issue of assessment revenue bonds of the City having the designation specified in its title (herein referred to as the "*Bonds*"), dated [____], 2024 and issued in the aggregate principal amount of $[____],000 and issued, with the limitations described herein, pursuant to an Indenture of Trust, dated as of [May] 1, 2024 (the "Indenture"), by and between the City and the Trustee, to which Indenture reference is hereby made for a description of the amounts thereby pledged and assigned, the nature and extent of the lien and security, the respective rights thereunder to the holders of the Bonds, the Trustee, and the City, and the terms upon which the Bonds are, and are to be, authenticated and delivered and by this reference to the terms of which each holder of this Bond hereby consents. All Bonds issued under the Indenture are equally and ratably secured by the amounts thereby pledged and assigned. The Bonds are being issued for the purposes of (i) paying a portion of the Actual Costs of the Improvement Area #4 Improvements, (ii) paying capitalized interest on the Bonds during

and after the period of acquisition and construction of the Improvement Area #4 Improvements, (iii) funding a reserve account for payment of principal and interest on the Bonds, (iv) paying a portion of the Actual Costs incidental to the organization and administration of the District, and (v) paying costs of issuance of the Bonds.

The Bonds are limited obligations of the City payable solely from the Trust Estate as defined in the Indenture. Reference is hereby made to the Indenture, copies of which are on file with and available upon request from the Trustee, for the provisions, among others, with respect to the nature and extent of the duties and obligations of the City, the Trustee and the Owners. The Owner of this Bond, by the acceptance hereof, is deemed to have agreed and consented to the terms, conditions and provisions of the Indenture.

Notwithstanding any provision hereof, the Indenture may be released and the obligation of the City to make money available to pay this Bond may be defeased by the deposit of money and/or certain direct or indirect Defeasance Securities sufficient for such purpose as described in the Indenture.

The Bonds are issuable as fully registered bonds only in Authorized Denominations, subject to the provisions of the Indenture authorizing redemption in Authorized Denominations.

The Bonds are subject to mandatory sinking fund redemption prior to their respective Stated Maturities and will be redeemed by the City in part at a price equal to 100% of the principal amount thereof, or portions thereof, to be redeemed plus accrued interest thereon to the date set for redemption (the "Redemption Price") from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI of the Indenture, on the dates and in the Sinking Fund Installment amounts as set forth in the following schedule:

[*Insert Maturity Tables from Section 4.2*]

At least forty-five (45) days prior to each scheduled mandatory redemption date and subject to any prior reduction authorized by this Indenture, the Trustee shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Bonds equal to the aggregate principal amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in the Indenture.

The principal amount of Bonds of a Stated Maturity required to be redeemed on any mandatory sinking fund redemption date shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least 45 days prior to the mandatory sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

The Sinking Fund Installments of Bonds required to be redeemed on any mandatory sinking fund redemption date shall be reduced in integral multiples of $1,000 by any portion of such Bonds, which, at least 45 days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption

provisions in Sections 4.3 and 4.4, respectively, of the Indenture, and not previously credited to a mandatory sinking fund redemption, as follows:

(i) if the Bonds to be redeemed are selected in accordance with the 10% or Greater Manner (as defined and described below), the Sinking Fund Installment of Bonds of a Stated Maturity required to be redeemed for each mandatory sinking fund redemption date shall be reduced by the principal amount called for redemption and allocated to such Bond on a pro rata basis among the scheduled Sinking Fund Installments to be mandatorily redeemed on the mandatory sinking fund redemption dates; or

(ii) if the Bonds to be redeemed are selected in accordance with the Less Than 10% Manner (as defined and described below), the Sinking Fund Installment of Bonds of a Stated Maturity required to be redeemed for each mandatory sinking fund redemption date shall be reduced by the principal amount called for redemption and allocated to such Bond in the inverse order of mandatory sinking fund redemption dates.

The City reserves the right and option to redeem the Bonds before their scheduled maturity dates, in whole or in part, in amounts equal to Authorized Denominations, on or after September 15, 20[__], such redemption date or dates to be fixed by the City, at the Redemption Price.

Bonds are subject to extraordinary optional redemption prior to maturity in whole or in part, on any day of any month, at the Redemption Price from amounts on deposit in the Redemption Fund as a result of Prepayments, other transfers to the Redemption Fund pursuant to the Indenture, or as a result of unexpended amounts transferred from the Project Fund as provided in the Indenture.

If less than all of the Bonds are called for optional redemption or extraordinary optional redemption pursuant to Sections 4.3 and 4.4 of the Indenture, the Bonds or portion of a Bond of any one maturity to be redeemed shall be selected in the following manner:

(a) If the principal amount called for redemption is greater than or equal to ten percent (10%) of the original aggregate principal amount of the Bonds, the principal amount called for redemption shall be allocated on a pro rata basis among all Outstanding Bonds and a portion of all Outstanding Bonds shall be redeemed in the principal amount allocated to such Bond (the "10% or Greater Manner"); and

(b) If the principal amount called for redemption is less than ten percent (10%) of the original aggregate principal amount of the Bonds, the Outstanding Bonds shall be redeemed in inverse order of maturity (the "Less Than 10% Manner").

Bonds may be redeemed in minimum principal amounts of $1,000 or any integral thereof. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by $1,000.

A portion of an Outstanding Bond of any one maturity may be redeemed, but only in a principal amount equal to $1,000 or any integral thereof. If a portion of an Outstanding Bond of a maturity is selected for redemption pursuant to the Indenture, the Trustee shall select the Outstanding Bonds of such maturity to be redeemed by lot or in any manner deemed fair by the Trustee. The Trustee shall treat each $1,000 portion of such Bond as though it were a single Bond for purposes of selection for redemption. No redemption shall result in a Bond in a denomination of less than an Authorized Denomination; provided, however, if the amount of Outstanding Bonds is less than an Authorized Denomination after giving effect to such partial redemption, a Bond in the principal amount equal to the unredeemed portion, but not less than $1,000, may be issued.

Upon surrender of any Bond for redemption in part, the Trustee in accordance with the Indenture, shall authenticate and deliver and exchange the Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, which shall be an Authorized Denomination. A new Bond representing the unredeemed balance of such Bond shall be issued to the Owner thereof, such exchange being without charge. If any Bonds are to be redeemed and such redemption results in the unredeemed portion of a single Bond in an amount less than the Authorized Denomination, a Bond in the principal amount equal to the unredeemed portion, but not less than $1,000, may be issued.

The Trustee shall give notice of any redemption of the Bonds by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown on the Register. The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed. Any notice so given shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the City and the rights of the holders of Bonds under the Indenture at any time Outstanding affected by such modification. The Indenture also contains provisions permitting the holders of specified percentages in aggregate principal amount of the Bonds at the time Outstanding, on behalf of the holders of all the Bonds, to waive compliance by the City with certain past defaults under the Bond Ordinance or the Indenture and their consequences. Any such consent or waiver by the holder of this Bond or any predecessor Bond evidencing the same debt shall be conclusive and binding upon such holder and upon all future holders thereof and of any Bond issued upon the transfer thereof or in

exchange therefor or in lieu thereof, whether or not notation of such consent or waiver is made upon this Bond.

As provided in the Indenture, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Trustee, and upon delivery to the Trustee of such certifications and/or opinion of counsel as may be required under the Indenture for the transfer of this Bond. Upon satisfaction of such requirements, one or more new fully registered Bonds of the same Stated Maturity, of Authorized Denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Trustee shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The City, the Trustee, and any other Person may treat the Person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the Person in whose name this Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Bond be overdue, and neither the City nor the Trustee shall be affected by notice to the contrary.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY OF MANOR, TEXAS, TRAVIS COUNTY, TEXAS, THE STATE OF TEXAS, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE BONDS.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the total indebtedness of the City, including the Bonds, does not exceed any Constitutional or statutory limitation.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be executed under the official seal of the City.

_____

Mayor, City of Manor, Texas

_____

City Secretary, City of Manor, Texas

[City Seal]

(b) Form of Comptroller's Registration Certificate.

The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER §

OF PUBLIC ACCOUNTS § REGISTER NO. _____

§

THE STATE OF TEXAS §

I HEREBY CERTIFY THAT there is on file and of record in my office an opinion to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

_____
Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Trustee.

CERTIFICATE OF TRUSTEE

It is hereby certified that this is one of the Bonds of the series of Bonds referred to in the within mentioned Indenture.

UMB Bank, N.A.,
Austin, Texas, as Trustee

DATED:_____

By:_____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and zip code of transferee):

_____

_____

_____

(Social Security or other identifying number: _____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Date:_____ _____

Signature Guaranteed By:

_____

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Trustee

_____

Authorized Signatory

(e) The Initial Bond shall be in the form set forth in paragraphs (a), (b), (d) and (e) of this Exhibit A, except for the following alterations:

(i) immediately under the name of the Bond the heading "INTEREST RATE" and "MATURITY DATE" shall both be completed with the expression "As Shown Below," and the reference to the "CUSIP NUMBER" shall be deleted;

(ii) in the first paragraph of the Bond, the words "on the Maturity Date, as specified above, the sum of _____ DOLLARS" shall be deleted and the following will be inserted: "on September 15 in each of the years, in the principal amounts and bearing interest at the per annum rates set forth in the following schedule:

Year Principal Amount Interest Rate"

(Information to be inserted from Section 3.2(c) hereof); and

(iii) the Initial Bond shall be numbered I-1.

**EXHIBIT B**

**FORM OF CITY CERTIFICATE**

[City Letterhead]

UMB Bank, N.A.
6034 Courtyard Dr., Suite 370
Austin, TX 78730
Attn: Robert Rodriguez
Robert.Rodriguez@umb.com
512.582.5859

Re: City of Manor, Texas Special Assessment Revenue Bonds (Manor Heights Public Improvement District Improvement Area #4 Project)

Reference is made to the Indenture of Trust (the "Indenture") by and between the City of Manor, Texas (the "City") and UMB Bank, N.A. (the "Trustee"), regarding the above-described transaction. In accordance with the Indenture, we hereby instruct you as follows:

[insert instructions]

This City Certificate, as executed by the City Representative (as defined in the Indenture) below, is provided in accordance with and complies with the provisions of the Indenture. The Trustee is hereby authorized to rely upon this City Certificate and to take the foregoing action(s). By submission of this City Certificate, the City hereby affirms that it remains in compliance with the covenants as set forth in the Indenture and all supplements related thereto.

Very truly yours,

CITY OF MANOR, TEXAS

By: /s/_____
Name: _____
Title: _____

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APPENDIX C

FORM OF 2024 AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

# Manor Heights
# Public Improvement District

## 2024 AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

APRIL 17, 2024

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# INTRODUCTION

Capitalized terms used in this 2024 Amended and Restated Service and Assessment Plan shall have the meanings given to them in **Section I** unless otherwise defined in this 2024 Amended and Restated Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a "Section" or an "Exhibit" shall be a reference to a Section of this 2024 Amended and Restated Service and Assessment Plan, or an Exhibit attached to and made a part of this 2024 Amended and Restated Service and Assessment Plan for all purposes.

On November 7, 2018, the City passed and approved Resolution No. 2018-10 authorizing the creation of the District in accordance with the PID Act, which authorization was effective upon publication as required by the then-effective provisions of the PID Act. On October 7, 2020, the City authorized additional land to be included within the District pursuant to Resolution No. 2020-11. The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 602.9 acres located within the City, as described by metes and bounds on **Exhibit A-1** and depicted on **Exhibit B-1**.

On May 5, 2021, the City Council passed and approved Ordinance No. 609 authorizing the levy of Assessments on Assessed Property within the District and approving the Original Service and Assessment Plan for the District.

On August 17, 2022, the City Council passed and approved Ordinance No. 668 which approved the 2022 Annual Service Plan update as well as updating the Assessment Rolls for 2022.

On June 21, 2023, the City Council passed and approved Ordinance No. 708 which accepted and approved the 2023 Amended and Restated Service and Assessment Plan. The 2023 Amended and Restated Service and Assessment Plan (1) levied Improvement Area #3 Assessments, (2) incorporated provisions relating to the City's issuance of the Improvement Area #3 Bonds, and (3) updated the Assessment Rolls.

Pursuant to the PID Act, a service and assessment plan must be reviewed and updated at least annually. This document is the 2024 Amended and Restated Service and Assessment Plan, which serves to amend and restate the 2023 Amended and Restated Service and Assessment Plan in its entirety for the purposes of (1) levying Improvement Area #4 Assessments, (2) incorporating provisions relating to the City's issuance of the Improvement Area #4 Bonds, and (3) updating the Assessment Rolls.

The PID Act requires a Service Plan for the District. The Service Plan is contained in **Section IV**.

The PID Act requires that the Service Plan include an Assessment Plan that assesses the Actual Costs of the Authorized Improvements against the District based on the special benefits

conferred on the District by the Authorized Improvements. The Assessment Plan is contained in **Section V**.

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City. The Assessment against each Assessed Property must be sufficient to pay its share of the Actual Costs apportioned to the Assessed Property and cannot exceed the special benefit conferred on the Assessed Property by the Authorized Improvements. The Improvement Area #1 Assessment Roll is included as **Exhibit F-1.** The Improvement Area #2 Assessment Roll is included as **Exhibit G-1.** The Improvement Area #3 Assessment Roll is included as **Exhibit H-1.** The Improvement Area #4 Assessment Roll is included as **Exhibit I-1.** The Major Improvement Area Assessment Roll is included as **Exhibit J-1.**

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## SECTION I: DEFINITIONS

**"2022 Annual Service Plan Update"** means the 2022 Annual Service Plan Update passed and approved by the City Council on August 17, 2022.

**"2023 Amended and Restated Service and Assessment Plan"** means the 2023 Amended and Restated Service and Assessment Plan passed and approved by the City Council on June 21, 2023, by Ordinance No. 708 for the purposes of (1) levying Improvement Area #3 Assessments, (2) incorporating provisions relating to the City's issuance of the Improvement Area #3 Bonds, and (3) updating the Assessment Rolls.

**"2024 Amended and Restated Service and Assessment Plan"** means this 2024 Amended and Restated Service and Assessment Plan passed and approved by the City Council on _____, __, 2024, by Ordinance No. ____, which serves to amend and restate the 2023 Amended and Restated Service and Assessment Plan in its entirety for the purposes of (1) levying the Improvement Area #4 Assessments, (2) incorporating provisions relating to the City's issuance of the Improvement Area #4 Bonds, and (3) updating the Assessment Rolls.

**"Actual Costs"** means, with respect to the Authorized Improvements, the actual costs paid or incurred by or on behalf of the Developer: (1) to plan, design, acquire, construct, install, and dedicate such improvements to the City; (2) to prepare plans, specifications (including bid packages), contracts, and as-built drawings; (3) to obtain zoning, licenses, plan approvals, permits, inspections, and other governmental approvals; (4) for third-party professional consulting services including but not limited to, engineering, surveying, geotechnical, land planning, architectural, landscaping, legal, accounting, and appraisals; (5) of labor, materials, equipment, fixtures, payment and performance bonds and other construction security, and insurance premiums; and (6) to implement, administer, and manage the above-described activities. Actual Costs shall not include general contractor's fees in an amount that exceeds a percentage equal to the percentage of work completed or construction management fees in an amount that exceeds an amount equal to the construction management fee amortized in approximately equal monthly installments over the term of the applicable construction management contract. Amounts expended for costs described in subsection (3), (4), and (6) above shall be excluded from the amount upon which the general contractor and construction management fees are calculated.

**"Additional Interest"** means the amount collected by application of the Additional Interest Rate.

**"Additional Interest Rate"** means the 0.50% additional interest charged on Assessments securing PID Bonds pursuant to Section 372.018 of the PID Act.

**"Administrator"** means the City, or the person or independent firm designated by the City who shall have the responsibility provided in this 2024 Amended and Restated Service and

Assessment Plan, an Indenture, or any other agreement or document approved by the City related to the duties and responsibility of the administration of the District.

**"Annual Collection Costs"** means the actual or budgeted costs and expenses for: (1) the Administrator and City staff; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (5) issuing, paying, and redeeming PID Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with this 2024 Amended and Restated Service and Assessment Plan and the Act with respect to the issuance and sale of PID Bonds, including continuing disclosure requirements; and (8) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

**"Annual Installment"** means the annual installment payment of an Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest.

**"Annual Service Plan Update"** means an update to the Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

**"Appraisal District"** means Travis Central Appraisal District.

**"Assessed Property"** means any Parcel within the District against which an Assessment is levied.

**"Assessment"** means an assessment levied against a Parcel within the District and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on an Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act.

**"Assessment Ordinance"** means an ordinance adopted by the City Council in accordance with the PID Act that levies an Assessment.

**"Assessment Plan"** means the methodology employed to assess the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements, more specifically described in **Section V.**

**"Assessment Roll"** means one or more assessment rolls for the Assessed Property within the District, as updated, modified, or amended from time to time in accordance with the procedures set forth herein, and in the PID Act, including any Annual Service Plan Updates. The Improvement Area #1 Assessment Roll is included as **Exhibit F-1.** The Improvement Area #2 Assessment Roll is included as **Exhibit G-1.** The Improvement Area #3 Assessment Roll is included at **Exhibit H-1.**

The Improvement Area #4 Assessment Roll is included as **Exhibit I-1.** The Major Improvement Area Assessment Roll is included as **Exhibit J-1.**

**"Authorized Improvements"** means improvements authorized by Section 372.003 of the PID Act as described in **Section III** and **Exhibit C** and depicted on **Exhibit M**.

**"Bond Issuance Costs"** means the costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, capitalized interest, reserve fund requirements, underwriter's discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

**"City"** means the City of Manor, Texas.

**"City Council"** means the governing body of the City.

**"County"** means Travis County, Texas.

**"Delinquent Collection Costs"** mean, for a Parcel, interest, penalties, and other costs and expenses authorized by the PID Act that directly or indirectly relate to the collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this 2024 Amended and Restated Service and Assessment Plan, including costs and expenses to foreclose liens.

**"Developer"** means Forestar (USA) Real Estate Group Inc., and any successor and assigns.

**"District"** means the Manor Heights Public Improvement District containing approximately 602.9 acres located within the City and shown on **Exhibit B-1** and more specifically described in **Exhibit A-1.**

**"District Formation Expenses"** means the costs associated with forming the District, including but not limited to 1st year District administration reserves, and any other cost or expense directly associated with the establishment of the District.

**"Estimated Buildout Value"** means the estimated buildout value of an Assessed Property at the time Assessments are levied, and shall be determined by the Administrator and confirmed by the City Council by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other information that may impact value.

**"Improvement Area #1"** means approximately 127.37 acres located within the District, as shown on **Exhibit B-2** and more specifically described in **Exhibit A-2**.

**"Improvement Area #1-2 Bonds"** means those certain "City of Manor, Texas, Special Assessment Revenue Bonds, Series 2021 (Manor Heights Public Improvement District Improvement Area #1-2 Project)", that are secured by Improvement Area #1 Assessments and Improvement Area #2 Assessments.

**"Improvement Area #1 Annual Installment"** means the annual installment payment of the Improvement Area #1 Assessment as calculated by the Administrator and approved by the City Council that includes: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest.

**"Improvement Area #1 Assessed Property"** means any Parcel within Improvement Area #1 against which an Improvement Area #1 Assessment is levied.

**"Improvement Area #1 Assessment"** means an Assessment levied against Improvement Area #1 Assessed Property and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #1 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

**"Improvement Area #1 Assessment Roll"** means the Assessment Roll for the Improvement Area #1 Assessed Property and included in this 2024 Amended and Restated Service and Assessment Plan as **Exhibit F-1,** as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

**"Improvement Area #1 Improvements"** means those Authorized Improvements that only benefit Improvement Area #1, more specifically described in **Section III.B**, and which are to be financed with the proceeds of the Improvement Area #1-2 Bonds.

**"Improvement Area #1 Projects"** means the Improvement Area #1 Improvements and Improvement Area #1's allocable share of the Major Improvements.

**"Improvement Area #2"** means approximately 91.81 acres located within the District, as shown on **Exhibit B-3** and more specifically described in **Exhibit A-3**.

**"Improvement Area #2 Annual Installment"** means the annual installment payment of the Improvement Area #2 Assessment as calculated by the Administrator and approved by the City Council that includes: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest.

**"Improvement Area #2 Assessed Property"** means any Parcel within Improvement Area #2 against which an Improvement Area #2 Assessment is levied.

**"Improvement Area #2 Assessment"** means an Assessment levied against Improvement Area #2 Assessed Property and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #2 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

**"Improvement Area #2 Assessment Roll"** means the Assessment Roll for the Improvement Area #2 Assessed Property and included in this 2024 Amended and Restated Service and Assessment Plan as **Exhibit G-1,** as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

**"Improvement Area #2 Improvements"** means those Authorized Improvements that only benefit Improvement Area #2, and more specifically described in **Section III.C**, and which are to be financed with the proceeds of the Improvement Area #1-2 Bonds.

**"Improvement Area #2 Projects"** means the Improvement Area #2 Improvements and Improvement Area #2's allocable share of the Major Improvements.

**"Improvement Area #3"** means approximately 159.04 acres located within the District, as shown on **Exhibit B-4** and more specifically described in **Exhibit A-4**.

**"Improvement Area #3 Annual Installment"** means the annual installment payment of the Improvement Area #3 Assessment as calculated by the Administrator and approved by the City Council that includes: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest.

**"Improvement Area #3 Assessed Property"** means any Parcel within Improvement Area #3 against which an Improvement Area #3 Assessment is levied.

**"Improvement Area #3 Assessment"** means an Assessment levied against Improvement Area #3 Assessed Property and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #3 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

**"Improvement Area #3 Assessment Roll"** means the Assessment Roll for the Improvement Area #3 Assessed Property and included in this 2024 Amended and Restated Service and Assessment Plan as **Exhibit H-1,** as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

**"Improvement Area #3 Bonds"** means those certain "City of Manor, Texas, Special Assessment Revenue Bonds, Series 2023 (Manor Heights Public Improvement District Improvement Area #3 Project)", that are secured by Improvement Area #3 Assessments.

**"Improvement Area #3 Condominium Parcel"** means all of the area within Improvement Area #3 that is intended to be developed into 106 condominium units, consisting of tax ID 958418 as shown on **Exhibit B-7**.

**"Improvement Area #3 Improvements"** means those Authorized Improvements that only benefit Improvement Area #3, more specifically described in **Section III.D**, and which are to be financed with the proceeds of the Improvement Area #3 Bonds.

**"Improvement Area #4"** means approximately 138.163 acres located within the District, as shown on **Exhibit B-5** and more specifically described in **Exhibit A-5**.

**"Improvement Area #4 Annual Installment"** means the annual installment payment of the Improvement Area #4 Assessment as calculated by the Administrator and approved by the City Council that includes: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest.

**"Improvement Area #4 Assessed Property"** means any Parcel within Improvement Area #4 against which an Improvement Area #4 Assessment is levied.

**"Improvement Area #4 Assessment"** means an Assessment levied against Improvement Area #4 Assessed Property and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #4 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

**"Improvement Area #4 Assessment Roll"** means the Assessment Roll for the Improvement Area #4 Assessed Property and included in this 2024 Amended and Restated Service and Assessment Plan as **Exhibit I-1,** as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

**"Improvement Area #4 Bonds"** means those certain "City of Manor, Texas, Special Assessment Revenue Bonds, Series 2024 (Manor Heights Public Improvement District Improvement Area #4 Project)", that are secured by Improvement Area #4 Assessments.

**"Improvement Area #4 Improvements"** means those Authorized Improvements that only benefit Improvement Area #4, more specifically described in **Section III.E**, and which are to be financed with the proceeds of the Improvement Area #4 Bonds.

**"Indenture"** means an Indenture of Trust entered into in connection with the issuance of PID Bonds, as amended or supplemented from time to time, between the City and a Trustee setting forth terms and conditions related to PID Bonds.

**"Lot"** means (1) for any portion of the District for which a subdivision plat has been recorded in the official public records of the County, a tract of land described as a "lot" in such subdivision plat, and (2) for any portion of the District for which a subdivision plat has not been recorded in the official public records of the County, a tract of land anticipated to be described as a "lot" in a final recorded subdivision plat.

**"Lot Type"** means a classification of final building Lots with similar characteristics (e.g. commercial, light industrial, multi-family, single-family residential, etc.), as determined by the Administrator and confirmed and approved by the City Council. In the case of single-family residential Lots, the Lot Type shall be further defined by classifying the residential Lots by the Estimated Buildout Value of the Lot as determined by the Administrator and confirmed and approved by the City Council.

**"Lot Type 1"** means a Lot within Improvement Area #1 designated as a 50' single-family residential lot by the Owner, as shown on the maps attached in **Exhibit L**.

**"Lot Type 2"** means a Lot within Improvement Area #2 designated as a 50' single-family residential lot by the Owner, as shown on the maps attached in **Exhibit L**.

**"Lot Type 3"** means a Lot within Improvement Area #2 designated as a 55' single-family residential lot by the Owner, as shown on the maps attached in **Exhibit L**.

**"Lot Type 4"** means a Lot within Improvement Area #3 designated as a 50' single-family residential lot by the Owner, as shown on the maps attached in **Exhibit L**.

**"Lot Type 5"** means a Lot within Improvement Area #3 designated as a 55' single-family residential lot by the Owner, as shown on the maps attached in **Exhibit L**.

**"Lot Type 6"** means a Lot within Improvement Area #3 designated as a 60' single-family residential lot by the Owner, as shown on the maps attached in **Exhibit L**.

**"Lot Type 7"** means a Lot within Improvement Area #4 designated as a 50' single-family residential lot by the Owner, as shown on the maps attached in **Exhibit L**.

**"Lot Type 8"** means a Lot within Improvement Area #4 designated as a 55' single-family residential lot by the Owner, as shown on the maps attached in **Exhibit L**.

**"Lot Type 9"** means a Lot within Improvement Area #4 designated as a 60' single-family residential lot by the Owner, as shown on the maps attached in **Exhibit L**.

**"Lot Type 10"** means a Lot within Improvement Area #3 designated as a condominium residential lot by the Owner. All Lot Type 10 condominium residential lots will be contained within tax ID 958418 as shown on **Exhibit B-7**.

**"Major Improvement Area"** means approximately 383.102 acres located within the District, as shown on **Exhibit B-6** and more specifically described in **Exhibit A-6**.

**"Major Improvement Area Annual Installment"** means the annual installment payment of the Major Improvement Area Assessment as calculated by the Administrator and approved by the City Council that includes: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest.

**"Major Improvement Area Assessed Property"** means any Parcel within the Major Improvement Area against which a Major Improvement Area Assessment is levied.

**"Major Improvement Area Assessment"** means an Assessment levied against the Major Improvement Area Assessed Property and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Major Improvement Area Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

**"Major Improvement Area Assessment Roll"** means the Assessment Roll for the Major Improvement Area Assessed Property and included in this 2024 Amended and Restated Service and Assessment Plan as **Exhibit J-1,** as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

**"Major Improvement Area Bonds"** means those certain "City of Manor, Texas, Special Assessment Revenue Bonds, Series 2021 (Manor Heights Public Improvement District Major Improvement Area Project)."

**"Major Improvement Area Projects"** means Major Improvement Area's allocable share of the Major Improvements, District Formation Expenses and Bond Issuance Costs.

**"Major Improvement Area Remainder Parcel"** means all of the area within the Major Improvement Area, save and except all property within Improvement Area #3. Until a plat has been recorded on a property ID within the Major Improvement Area Remainder Parcel, the Major Improvement Area Annual Installment will be allocated to each property ID within the Major Improvement Area Remainder Parcel based on the Appraisal District acreage for billing purposes only.

**"Major Improvements"** means the improvements and associated soft costs that benefit the entire District, and are more specifically described in **Section III.A**.

**"Maximum Assessment"** means, for each Lot within Improvement Area #1, Improvement Area #2, Improvement Area #3, and Improvement Area #4, the amount shown for each Lot Type on **Exhibit K**. The Maximum Assessment shall be reduced annually by the principal portion of the Annual Installment.

**"Non-Benefited Property"** means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements. Property is identified as Non-Benefited Property at the time the Assessments (1) are levied or (2) are reallocated pursuant to a subdivision of a Parcel that receives no benefit.

**"Original Service and Assessment Plan"** means the Service and Assessment Plan passed and approved by City Council on May 5th, 2021, by Ordinance No. 609, which levied Assessments on Assessed Property within the District and approved the Assessment Roll.

**"Owner"** means either Forestar (USA) Real Estate Group Inc., RHOF, LLC or Continental Homes of Texas, L.P. and any successor and assigns.

**"Parcel(s)"** means a property within the District, identified by either a tax map identification number assigned by the Appraisal District for real property tax purposes, by metes and bounds description, or by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means determined by the City.

**"PID Act"** means Chapter 372, Texas Local Government Code, as amended.

**"PID Bonds"** means bonds issued by the City to finance the Actual Costs of the Authorized Improvements including the Improvement Area #1-2 Bonds, the Improvement Area #3 Bonds, the Improvement Area #4 Bonds, and the Major Improvement Area Bonds.

**"Phase 1 Section 1 Final Plat"** means the platted property contained within the Manor Heights Phase 1, Section 1 Final Plat attached hereto as **Appendix A.**

**"Phase 1 Section 1 Final Plat (Manor Heights South)"** means the platted property contained within the Manor Heights South Phase 1, Section 1 Final Plat attached hereto as **Appendix A.**

**"Phase 1 Section 2 Final Plat"** means the platted property contained within the Manor Heights Phase 1, Section 2 Final Plat attached hereto as **Appendix A.**

**"Phase 2 Section 1A Final Plat"** means the platted property contained within the Manor Heights Phase 2, Section 1A Final Plat attached hereto as **Appendix A.**

**"Phase 2 Section 1B Final Plat"** means the platted property contained within the Manor Heights Phase 2, Section 1B Final Plat attached hereto as **Appendix A.**

**"Phase 2 Section 2 Final Plat"** means the platted property contained within the Manor Heights Phase 2, Section 2 Final Plat attached hereto as **Appendix A.**

**"Phase 3 Section 1 Final Plat"** means the platted property contained within the Manor Heights Phase 3, Section 1 Final Plat attached hereto as **Appendix A.**

**"Phase 3 Section 2 Final Plat"** means the platted property contained within the Manor Heights Phase 3, Section 2 Final Plat attached hereto as **Appendix A.**

**"Prepayment"** means the payment of all or a portion of an Assessment before the due date of the final installment thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Annual Installment of the Assessment.

**"Prepayment Costs"** means interest and Annual Collection Costs incurred up to the date of Prepayment.

**"Property ID"** means a unique number assigned to each Parcel by the Appraisal District.

**"Service and Assessment Plan"** means any Service and Assessment Plan as amended, modified, and updated from time to time.

**"Service Plan"** means a plan approved by the City Council that covers a period of at least five years and defines the annual indebtedness and projected costs of the Authorized Improvements, more specifically described in **Section IV**.

**"Trustee"** means a trustee (or successor trustee) under the applicable Indenture.

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## SECTION II: THE DISTRICT

The District includes approximately 602.9 contiguous acres located within the corporate limits of the City, as more particularly described by metes and bounds on **Exhibit A-1** and depicted on **Exhibit B-1.** Development of the District is anticipated to include approximately 1,256 single-family units, 404 condominiums, 68,999 square feet of office space, 17,250 square feet of restaurant space and 150,935 square feet of retail space.

Improvement Area #1 includes approximately 127.37 acres located within the District, as more particularly described by metes and bounds on **Exhibit A-2** and depicted on **Exhibit B-2.** Development of Improvement Area #1 is anticipated to include approximately 264 single-family units.

Improvement Area #2 includes approximately 91.81 acres located within the District, as more particularly described by metes and bounds on **Exhibit A-3** and depicted on **Exhibit B-3.** Development of Improvement Area #2 is anticipated to include approximately 251 single-family units.

Improvement Area #3 includes approximately 159.04 acres located within the District, as more particularly described by metes and bounds on **Exhibit A-4** and depicted on **Exhibit B-4.** Development of Improvement Area #3 is anticipated to include approximately 285 single-family units and 106 condominiums.

Improvement Area #4 includes approximately 138.163 acres located within the District, as more particularly described by metes and bounds on **Exhibit A-5** and depicted on **Exhibit B-5.** Development of Improvement Area #4 is anticipated to include approximately 456 single-family units.

The Major Improvement Area includes approximately 383.102 acres located within the District, as more particularly described by metes and bounds on **Exhibit A-6** and depicted on **Exhibit B-6**. Improvement Area #3 and Improvement Area #4 are contained within the Major Improvement Area. Development of the remainder of the Major Improvement Area is anticipated to include approximately 298 condominiums, 68,999 square feet of office space, 17,250 square feet of restaurant space and 150,935 square feet of retail space.

## SECTION III: AUTHORIZED IMPROVEMENTS

The City Council, based on information provided by the Owner and their engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the

Major Improvements, the Improvement Area #1 Improvements, the Improvement Area #2 Improvements, the Improvement Area #3 Improvements, the Improvement Area #4 Improvements, and District Formation Expenses and Bond Issuance Costs are Authorized Improvements and confer a special benefit on the Assessed Property. The budget for the Authorized Improvements is shown on **Exhibit C**, and maps depicting the Authorized Improvements are shown on **Exhibit M**.

### A. Major Improvements

- *Wastewater Treatment Plant Phase 1*

  Improvements designed and constructed in accordance with 30 TAC Chapter 217 Rules with a nominal treatment capacity of 200,000 gallons per day.

- *Roadway*

  Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways part of the MAD4 collector roads. All related earthwork, excavation, erosion control, demolition and paving are included.

- *Kimbro ROW Acquisition*

  Improvements including easements needed for relocating the existing Manville water line conflicting with Old Kimbro Road widening.

- *Soft Costs*

  Estimated to be 15% of above-described hard costs, inclusive of a 4% construction management fee.

### B. Improvement Area #1 Improvements

- *Water*

  Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide water service to each Lot within Improvement Area #1.

- *Wastewater*

  Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide wastewater service to each Lot within Improvement Area #1.

- *Drainage*

  Improvements including trench excavation and embedment, trench safety, reinforced concrete pipe, manholes, storm outfalls, storm drain inlets, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to ensure proper drainage of the public roadways within Improvement Area #1.

- *Roadway*

  Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways, testing, handicapped ramps, and street lights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included to provide roads to each Lot within Improvement Area #1.

- *Trails*

  Improvements include approximately 5' wide crushed granite trails along the proposed public parkland to be dedicated to the City.

- *Soft Costs*

  Include costs associated with engineering and design of Improvement Area #1 Improvements including permits, fees and fiscals.

**C. Improvement Area #2 Improvements**

- *Water*

  Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide water service to each Lot within Improvement Area #2.

- *Wastewater*

  Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide wastewater service to each Lot within Improvement Area #2.

- *Drainage*

  Improvements including trench excavation and embedment, trench safety, reinforced concrete pipe, manholes, storm outfalls, storm drain inlets, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to ensure proper drainage of the public roadways within Improvement Area #2.

- *Roadway*

  Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways, testing, handicapped ramps, and street lights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included to provide roads to each Lot within Improvement Area #2.

- *Soft Costs*

  Include costs associated with engineering and design of Improvement Area #2 Improvements including permits, fees and fiscals.

**D. Improvement Area #3 Improvements**

- *Water*

  Improvements including trench excavation and embedment, trench safety, PVC piping, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide water service to each Lot within Improvement Area #3.

- *Wastewater*

  Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide wastewater service to each Lot within Improvement Area #3.

- *Drainage*

  Improvements including trench excavation and embedment, trench safety, reinforced concrete pipe, manholes, storm outfalls, storm drain inlets, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to ensure proper drainage of the public roadways within Improvement Area #3.

- *Roadway*

  Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for sidewalks and high modulus mixtures for roadways, testing, handicapped ramps, and street lights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included to provide roads to each Lot within Improvement Area #3.

- *Soft Costs*

  Include costs associated with engineering and design of Improvement Area #3 Improvements including permits, fees and fiscals.

**E. Improvement Area #4 Improvements**

- *Water*

  Improvements including trench excavation and embedment, trench safety, PVC piping, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide water service to each Lot within Improvement Area #4.

- *Wastewater*

  Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide wastewater service to each Lot within Improvement Area #4.

- *Drainage*

  Improvements including trench excavation and embedment, trench safety, reinforced concrete pipe, manholes, storm sewer outfalls and headwalls, storm drain inlets, testing, related earthwork, excavation, and all other necessary appurtenances required to ensure proper drainage within Improvement Area #4.

- *Roadway*

  Improvements including subgrade stabilization, concrete and reinforcing steel for roadways, testing and handicapped ramps. All related earthwork, excavation, retaining walls, intersections, signage, and re-vegetation of all disturbed areas within the right-of-way are included to provide roads to each Lot within Improvement Area #4.

- *Soft Costs*

  Include costs associated with engineering and design of Improvement Area #4 Improvements including permits, fees, and fiscals.

**F. Bond Issuance Costs**

- *Debt Service Reserve Fund*

  Equals the amount required to fund a reserve under an applicable Indenture.

- *Capitalized Interest*

  Equals the amount of capitalized interest available for payment of interest on PID Bonds

as reflected in an applicable Indenture.

- *Underwriter's Discount*

  Equals a percentage of the par amount of a particular series of PID Bonds and includes a fee for underwriter's counsel.

- *Cost of Issuance*

  Costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

### G. District Formation Expenses

Costs associated with forming the District, including but not limited to 1st year District administration reserves, and any other cost or expense directly associated with the establishment of the District.

## SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan must be reviewed and updated, at least annually, and approved by the City Council. **Exhibit D** summarizes the Service Plan for the District.

**Exhibit E** summarizes the sources and uses of funds required to construct the Authorized Improvements and pay the District Formation and Bond Issuance Costs. The sources and uses of funds shown on **Exhibit E** shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and Actual Costs.

## SECTION V: ASSESSMENT PLAN

The PID Act allows the City Council to apportion the costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City Council, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City Council that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance reasonable classifications and formulas for the apportionment of the cost between the municipality or the

City and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Owner and all future owners and developers of the Assessed Property.

## A. Assessment Methodology

The City Council, acting in its legislative capacity based on information provided by the Owner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the Authorized Improvements shall be allocated as follows:

- Major Improvements shall be allocated between the Major Improvement Area, Improvement Area #1, and Improvement Area #2 pro rata based on estimated buildout value, as shown on **Exhibit O**.
- The Improvement Area #1 Improvements were allocated entirely to the Improvement Area #1 Assessed Property.
- The Improvement Area #2 Improvements were allocated entirely to the Improvement Area #2 Assessed Property.
- The Improvement Area #3 Improvements were allocated entirely to the Improvement Area #3 Assessed Property.
- The Improvement Area #4 Improvements are allocated entirely to the Improvement Area #4 Assessed Property.

## B. Assessments

Improvement Area #1 Assessments were levied on the Improvement Area #1 Assessed Property as shown on the Improvement Area #1 Assessment Roll, attached hereto as **Exhibit F-1**. The projected Improvement Area #1 Annual Installments are shown on **Exhibit F-2**, subject to revisions made during any Annual Service Plan Update.

Improvement Area #2 Assessments were levied on the Improvement Area #2 Assessed Property as shown on the Improvement Area #2 Assessment Roll, attached hereto as **Exhibit G-1**. The projected Improvement Area #2 Annual Installments are shown on **Exhibit G-2**, subject to revisions made during any Annual Service Plan Update.

Improvement Area #3 Assessments were levied on the Improvement Area #3 Assessed Property as shown on the Improvement Area #3 Assessment Roll, attached hereto as **Exhibit H-1**. The projected Improvement Area #3 Annual Installments are shown on **Exhibit H-2** and **Exhibit H-3**, subject to revisions made during any Annual Service Plan Update.

Improvement Area #4 Assessments are levied on the Improvement Area #4 Assessed Property as shown on the Improvement Area #4 Assessment Roll, attached hereto as **Exhibit I-1**. The projected Improvement Area #4 Annual Installments are shown on **Exhibit I-2** and **Exhibit I-3**, subject to revisions made during any Annual Service Plan Update.

Major Improvement Area Assessments were levied on the Major Improvement Area Assessed Property as shown on the Major Improvement Area Assessment Roll, attached hereto as **Exhibit J-1**. The projected Major Improvement Area Annual Installments are shown on **Exhibit J-2**, subject to revisions made during any Annual Service Plan Update.

Upon subdivisions of Assessed Property within an Improvement Area by final plat, the Maximum Assessment for each Lot Type is shown on **Exhibit K**. In no case will the Assessment for any Lot Type exceed the Maximum Assessment.

### C. Findings of Special Benefit

The City Council, acting in its legislative capacity based on information provided by the Owner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has found and determined:

- *Improvement Area #1*

  1. The costs of Improvement Area #1 Projects, District Formation Expenses and Bond Issuance Costs equal $8,626,986, as shown on **Exhibit C**; and

  2. The Improvement Area #1 Assessed Property receives special benefit from Improvement Area #1 Projects, District Formation Expenses and Bond Issuance Costs equal to or greater than the Actual Costs of the Improvement Area #1 Projects and District Formation Expenses and Bond Issuance Costs; and

  3. The Improvement Area #1 Assessed Property was allocated 100% of the Improvement Area #1 Assessments levied on the Improvement Area #1 Assessed Property for Improvement Area #1 Projects, District Formation Expenses and Bond Issuance Costs, which equal $3,735,156, of which $3,565,647.30 remains outstanding, as shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit F-1**; and

  4. The special benefit (≥ $8,626,986) received by the Improvement Area #1 Assessed Property from Improvement Area #1 Projects, District Formation Expenses and Bond Issuance Costs is equal to or greater than the amount of the Improvement Area #1 Assessments ($3,735,156) levied on the Improvement Area #1 Assessed Property; and

  5. At the time the City Council approved the Assessment Ordinance levying the Improvement Area #1 Assessments, the Owner owned 100% of the Improvement Area #1 Assessed Property. The Owner acknowledged that Improvement Area #1 Projects, District Formation Expenses and Bond Issuance Costs confer a special benefit

on the Improvement Area #1 Assessed Property and consented to the imposition of the Improvement Area #1 Assessments to pay for Improvement Area #1 Projects, District Formation Expenses and Bond Issuance Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Improvement Area #1 Assessments on the Improvement Area #1 Assessed Property.

- *Improvement Area #2*

1. The costs of Improvement Area #2 Projects, District Formation Expenses and Bond Issuance Costs equal $10,448,125, as shown on **Exhibit C**; and
2. The Improvement Area #2 Assessed Property receives special benefit from Improvement Area #2 Projects, District Formation Expenses and Bond Issuance Costs equal to or greater than the Actual Costs of the Improvement Area #2 Projects, District Formation Expenses and Bond Issuance Costs; and
3. The Improvement Area #2 Assessed Property was allocated 100% of the Improvement Area #2 Assessments levied on the Improvement Area #2 Assessed Property for Improvement Area #2 Projects, District Formation Expenses and Bond Issuance Costs, which equal $3,569,844, of which $3,380,122.32 remains outstanding, as shown on the Improvement Area #2 Assessment Roll attached hereto as **Exhibit G-1**; and
4. The special benefit (≥ $10,448,125) received by the Improvement Area #2 Assessed Property from Improvement Area #2 Projects, District Formation Expenses and Bond Issuance Costs is equal to or greater than the amount of the Improvement Area #2 Assessments ($3,569,844) levied on the Improvement Area #2 Assessed Property; and
5. At the time the City Council approved the Assessment Ordinance levying the Improvement Area #2 Assessments, the Owner owned 100% of the Improvement Area #2 Assessed Property. The Owner acknowledged that Improvement Area #2 Projects, District Formation Expenses and Bond Issuance Costs confer a special benefit on the Improvement Area #2 Assessed Property and consented to the imposition of the Improvement Area #2 Assessments to pay for Improvement Area #2 Projects, District Formation Expenses and Bond Issuance Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Improvement Area #2 Assessments on the Improvement Area #2 Assessed Property.

- *Improvement Area #3*

  1. The costs of Improvement Area #3 Improvements and Bond Issuance Costs equal $11,358,424, as shown on **Exhibit C**; and

  2. The Improvement Area #3 Assessed Property receives special benefit from Improvement Area #3 Improvements and Bond Issuance Costs equal to or greater than the Actual Costs of the Improvement Area #3 Improvements and Bond Issuance Costs; and

  3. The Improvement Area #3 Assessed Property is allocated 100% of the Improvement Area #3 Assessments levied on the Improvement Area #3 Assessed Property for the Improvement Area #3 Improvements and Bond Issuance costs, which equal $4,280,000, of which $4,245,000.00 remains outstanding, as shown on the Improvement Area #3 Assessment Roll attached hereto as **Exhibit H-1**; and

  4. The special benefit (≥ $11,358,424) received by the Improvement Area #3 Assessed Property from Improvement Area #3 Improvements and Bond Issuance Costs is equal to or greater than the amount of the Improvement Area #3 Assessments ($4,280,000) levied on the Improvement Area #3 Assessed Property; and

  5. At the time the City Council approved the Assessment Ordinance levying the Improvement Area #3 Assessments, the Owner owned 100% of the Improvement Area #3 Assessed Property. The Owner acknowledged that Improvement Area #3 Improvements and Bond Issuance Costs confer a special benefit on the Improvement Area #3 Assessed Property and consented to the imposition of the Improvement Area #3 Assessments to pay for the Improvement Area #3 Improvements and Bond Issuance Costs. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the 2023 Amended and Restated Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Improvement Area #3 Assessments on the Improvement Area #3 Assessed Property.

- *Improvement Area #4*

  1. The costs of Improvement Area #4 Improvements and Bond Issuance Costs equal $15,326,390, as shown on **Exhibit C**; and

  2. The Improvement Area #4 Assessed Property receives special benefit from Improvement Area #4 Improvements and Bond Issuance Costs equal to or greater than the Actual Costs of the Improvement Area #4 Improvements and Bond Issuance Costs; and

3. The Improvement Area #4 Assessed Property is allocated 100% of the Improvement Area #4 Assessments levied on the Improvement Area #4 Assessed Property for the Improvement Area #4 Improvements and Bond Issuance Costs, which equal $5,070,000, as shown on the Improvement Area #4 Assessment Roll attached hereto as **Exhibit I-1**; and

4. The special benefit (≥ $15,326,390) received by the Improvement Area #4 Assessed Property from Improvement Area #4 Improvements and Bond Issuance Costs is equal to or greater than the amount of the Improvement Area #4 Assessments ($5,070,000) levied on the Improvement Area #4 Assessed Property; and

5. At the time the City Council approved the Assessment Ordinance levying the Improvement Area #4 Assessments, the Owner owned 100% of the Improvement Area #4 Assessed Property. The Owner acknowledged that Improvement Area #4 Improvements and Bond Issuance Costs confer a special benefit on the Improvement Area #4 Assessed Property and consented to the imposition of the Improvement Area #4 Assessments to pay for the Improvement Area #4 Improvements and Bond Issuance Costs. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) this 2024 Amended and Restated Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Improvement Area #4 Assessments on the Improvement Area #4 Assessed Property.

- *Major Improvement Area*

1. The costs of the Major Improvement Area Projects, District Formation Expenses and Bond Issuance Costs equal $8,111,777, as shown on **Exhibit C**; and

2. The Major Improvement Area Assessed Property receives special benefit from the Major Improvement Area Projects, District Formation Expenses and Bond Issuance Costs equal to or greater than the Actual Costs of the Major Improvement Area Projects, District Formation Expenses and Bond Issuance Costs; and

3. The Major Improvement Area Assessed Property was allocated 100% of the Major Improvement Area Assessments levied on the Major Improvement Area Assessed Property for the Major Improvement Area Projects, District Formation Expenses and Bond Issuance Costs, which equal $8,080,000, of which $7,775,000.00 remains outstanding, as shown on the Major Improvement Area Assessment Roll attached hereto as **Exhibit J-1**; and

4. The special benefit (≥ $8,111,777) received by the Major Improvement Area Assessed Property from the Major Improvement Area Projects, District Formation Expenses and

Bond Issuance Costs is equal to or greater than the amount of the Major Improvement Area Assessments ($8,080,000) levied on the Major Improvement Area Assessed Property; and

5. At the time the City Council approved the Assessment Ordinance levying the Major Improvement Area Assessments, the Owner owned 100% of the Major Improvement Area Assessed Property. The Owner acknowledged that the Major Improvement Area Projects, District Formation Expenses and Bond Issuance Costs confers a special benefit on the Major Improvement Area Assessed Property and consented to the imposition of the Major Improvement Area Assessments to pay for the Major Improvement Area Projects, District Formation Expenses and Bond Issuance Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Major Improvement Area Assessments on the Major Improvement Area Assessed Property.

### D. Annual Collection Costs

The Annual Collection Costs shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Assessed Property. The Annual Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on Actual Costs incurred in Annual Service Plan Updates.

### E. Additional Interest

The interest rate on Assessments levied on the Assessed Property to pay the PID Bonds may exceed the interest rate on the PID Bonds by the Additional Interest Rate. Interest at the rate of the PID Bonds and the Additional Interest Rate shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture.

## SECTION VI: TERMS OF THE ASSESSMENTS

### A. Reallocation of Assessments

*1. Upon Division Prior to Recording of Subdivision Plat*

Upon the division of any Assessed Property (without the recording of subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

A = B x (C ÷ D)

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

C = the Estimated Buildout Value of the newly divided Assessed Property

D = the sum of the Estimated Buildout Value for all of the newly divided Assessed Properties

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this 2024 Amended and Restated Service and Assessment Plan approved by the City Council.

*2. Upon Subdivision by a Recorded Subdivision Plat*

Upon the subdivision of any Assessed Property based on a recorded subdivision plat and a Property ID has been assigned by the Appraisal District, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots based on Estimated Buildout Value according to the following formula:

A = [B x (C ÷ D)]/E

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot

B = the Assessment for the Parcel prior to subdivision

C = the sum of the Estimated Buildout Value of all newly subdivided Lots with same Lot Type

D = the sum of the Estimated Buildout Value for all of the newly subdivided Lots excluding Non-Benefited Property

E= the number of Lots with same Lot Type

Prior to the recording of a subdivision plat, the Owner shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat considering factors such as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, discussions with homebuilders, and any other factors that may impact value. The calculation of the estimated average buildout value for a Lot shall be performed by the Administrator and confirmed by the City Council based on information provided by the Owner,

homebuilders, third party consultants, and/or the official public records of the County regarding the Lot.

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this 2024 Amended and Restated Service and Assessment Plan approved by the City Council.

*3. Upon Consolidation*

If two or more Lots or Parcels are consolidated, the Administrator shall allocate the Assessments against the Lots or Parcels before the consolidation to the consolidated Lot or Parcel, which allocation shall be approved by the City Council in the next Annual Service Plan Update.

### B. True-Up of Assessments if Maximum Assessment Exceeded

Prior to the approval of a final subdivision plat, the Administrator shall certify that the final plat will not cause the Assessment for any Lot Type to exceed the Maximum Assessment. If the subdivision of any Assessed Property by a final subdivision plat causes the Assessment per Lot for any Lot Type to exceed the applicable Maximum Assessment for such Lot Type, the Owner must partially prepay the Assessment for each Assessed Property that exceeds the applicable Maximum Assessment for such Lot Type in an amount sufficient to reduce the Assessment to the applicable Maximum Assessment for such Lot Type. The City's approval of a final subdivision plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay such Assessments.

### C. Mandatory Prepayment of Assessments

If Assessed Property is transferred to a person or entity that is exempt from payment of the Assessment, the owner transferring the Assessed Property shall pay to the Administrator the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the transfer. If the owner of the Assessed Property causes the Assessed Property to become Non-Benefited Property, the owner causing the change in status shall pay the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the change in status.

### D. Reduction of Assessments

If as a result of cost savings or an Authorized Improvement not being constructed, the Actual Costs of completed Authorized Improvements are less than the Assessments, the City Council

shall reduce each Assessment on a pro-rata basis such that the sum of the resulting reduced Assessments for all Assessed Properties equals the reduced Actual Costs. Excess PID Bond proceeds shall be applied to redeem outstanding PID Bonds. The Assessments shall not, however, be reduced to an amount less than the outstanding PID Bonds.

The Administrator shall update (and submit to the City Council for review and approval as part of the next Annual Service Plan Update) the Assessment Roll and corresponding Annual Installments to reflect the reduced Assessments.

### E. Prepayment of Assessments

The owner of the Assessed Property may pay, at any time, all or any part of an Assessment in accordance with the PID Act. Interest costs from the date of prepayment to the date of redemption of the applicable PID Bonds, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If an Assessment is paid in full, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced to zero and the Assessment Roll to be revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate; and (4) the City shall provide the owner with a recordable "Notice of PID Assessment Lien Termination," a form of which is attached hereto as **Exhibit N**.

If an Assessment is paid in part, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced and the Assessment Roll revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment and corresponding Annual Installments shall be reduced to the extent of the prepayment made.

### F. Prepayment as a Result of Eminent Domain Proceeding or Taking

Subject to applicable law, if any portion of any Parcel of Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a **"Taking"**), the portion of the Assessed Property that was taken or transferred (the **"Taken Property"**) shall be reclassified as Non-Benefited Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken

Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property) (the **"Remaining Property"**), following the reclassification of the Taken Property as Non-Benefited Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner of the Remaining Property will remain liable to pay in Annual Installments, or payable as otherwise provided by this 2024 Amended and Restated Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the Maximum Assessment, the owner of the Remaining Property will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed the Maximum Assessment, in which case the Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the City receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against the amount of prepayment, with any remainder credited against the assessment on the Remainder Property.

In all instances the Assessment remaining on the Remaining Property shall not exceed the Maximum Assessment.

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a $100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefited Property and the remaining 90 acres of Remaining Property shall be subject to the $100 Assessment, (provided that this $100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the $100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment on the Remaining Property by $10, then the owner shall be required to pay $10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to be $90.

Notwithstanding the previous paragraphs in this subsection, if the owner of the Taken Property notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value requirement, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment to the Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirement. Said owner will remain liable to pay the Annual Installments on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this subsection, the Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirement on all outstanding PID Bonds.

### G. Payment of Assessment in Annual Installments

**Exhibit F-2** shows the projected Improvement Area #1 Annual Installments. **Exhibit G-2** shows the projected Improvement Area #2 Annual Installments. **Exhibit H-2** shows the projected Improvement Area #3 Annual Installments for the Improvement Area #3 Bonds. **Exhibit H-3** shows the projected Improvement Area #3 Annual Installments for the Improvement Area #3 Bonds and the allocable share of Major Improvement Area Bonds for Improvement Area #3. **Exhibit I-2** shows the projected Improvement Area #4 Annual Installments for the Improvement Area #4 Bonds. **Exhibit I-3** shows the projected Improvement Area #4 Annual Installments for the Improvement Area #4 Bonds and the allocable share of Major Improvement Area Bonds for Improvement Area #4. **Exhibit J-2** shows the projected Major Improvement Area Annual Installments.

Assessments that are not paid in full shall be due and payable in Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update. Until a plat has been recorded on a Parcel and a Property ID has been assigned by the Appraisal District within Improvement Area #1, Improvement Area #2, Improvement Area #3, Improvement Area #4 or the Major Improvement Area, the Annual Installment will be allocated to each Property ID within the Improvement Area #1 Assessed Property, Improvement Area #2 Assessed Property, Improvement Area #3 Assessed Property, Improvement Area #4 Assessed Property, and Major Improvement Area Assessed Property, respectively, based on the Appraisal District acreage for billing purposes only.

The Administrator shall prepare and submit to the City Council for its review and approval, with a copy provided to the Developer contemporaneously therewith, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. Annual Collection Costs shall be allocated equally among Parcels for which the Assessments remain unpaid. Annual Installments shall be collected in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes for the City. The City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the PID Act.

Sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed

Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay the non-delinquent Annual Installments as they become due and payable.

The City reserves the right to refund PID Bonds in accordance with the PID Act and the applicable Indenture. In the event of a refunding, the Administrator shall recalculate the Annual Installments so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute "PID Bonds."

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments shall be due when billed and shall be delinquent if not paid prior to February 1, 2025.

## SECTION VII: ASSESSMENT ROLL

The Improvement Area #1 Assessment Roll is attached as **Exhibit F-1**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Improvement Area #1 Assessment Roll and Improvement Area #1 Annual Installments for each Parcel within the Improvement Area #1 Assessed Property as part of each Annual Service Plan Update.

The Improvement Area #2 Assessment Roll is attached as **Exhibit G-1**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Improvement Area #2 Assessment Roll and Improvement Area #2 Annual Installments for each Parcel within the Improvement Area #2 Assessed Property as part of each Annual Service Plan Update.

The Improvement Area #3 Assessment Roll is attached as **Exhibit H-1**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Improvement Area #3 Assessment Roll and Improvement Area #3 Annual Installments for each Parcel within the Improvement Area #3 Assessed Property as part of each Annual Service Plan Update.

The Improvement Area #4 Assessment Roll is attached as **Exhibit I-1**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Improvement Area #4 Assessment Roll and Improvement Area #4 Annual Installments for each Parcel within the Improvement Area #4 Assessed Property as part of each Annual Service Plan Update.

The Major Improvement Area Assessment Roll is attached as **Exhibit J-1**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Major Improvement Area Assessment Roll and Major Improvement Area Annual Installments for each Parcel within the Major Improvement Area Assessed Property as part of each Annual Service Plan Update.

## SECTION VIII: ADDITIONAL PROVISIONS

### A. Calculation Errors

If the owner of a Parcel claims that an error has been made in any calculation required by this 2024 Amended and Restated Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator by December 1st of each year following City Council approval of the calculation; otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. Upon receipt of a written notice of error from an owner the Administrator shall provide a written response to the City Council and the owner within 30 days of such referral. The City Council shall consider the owner's notice of error and the Administrator's response at a City Council meeting, and within 30 days after closing such meeting, the City Council shall make a final determination as to whether or not an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this 2024 Amended and Restated Service and Assessment Plan, the applicable ordinance authorizing the PID Bonds, or the Indenture, or is otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

### B. Amendments

Amendments to this 2024 Amended and Restated Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this 2024 Amended and Restated Service and Assessment Plan may be amended without notice to owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this 2024 Amended and Restated Service and Assessment Plan.

### C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this 2024 Amended and Restated Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this 2024 Amended

and Restated Service and Assessment Plan. Interpretations of this 2024 Amended and Restated Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners or developers adversely affected by the interpretation. Appeals shall be decided at a meeting of the City Council during which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the owners and developers and their successors and assigns.

### D. Form of Buyer Disclosure

Per Section 5.014 of the Texas Property Code, as amended, this 2024 Amended and Restated Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the District. The buyer disclosures are attached hereto in **Exhibit T-1, Exhibit T-2, Exhibit T-3, Exhibit T-4, Exhibit T-5, Exhibit T-6, Exhibit T-7, Exhibit T-8, Exhibit T-9,** and **Exhibit T-10.** Within seven days of approval by the City Council, the City shall file and record in the real property records of the County the executed ordinance approving this 2024 Amended and Restated Service and Assessment Plan, or any future Annual Service Plan Updates. The executed ordinance, including any attachments, approving this 2024 Amended and Restated Service and Assessment Plan or any future Annual Service Plan Updates shall be filed and recorded in the real property records of the County in its entirety.

### E. Severability

If any provision of this 2024 Amended and Restated Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

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# LIST OF EXHIBITS

The following Exhibits are attached to and made a part of this 2024 Amended and Restated Service and Assessment Plan for all purposes:

| | |
|---|---|
| **Exhibit A-1** | District Legal Description |
| **Exhibit A-2** | Improvement Area #1 Legal Description |
| **Exhibit A-3** | Improvement Area #2 Legal Description |
| **Exhibit A-4** | Improvement Area #3 Legal Description |
| **Exhibit A-5** | Improvement Area #4 Legal Description |
| **Exhibit A-6** | Major Improvement Area Legal Description |
| **Exhibit B-1** | District Boundary Map |
| **Exhibit B-2** | Improvement Area #1 Boundary Map |
| **Exhibit B-3** | Improvement Area #2 Boundary Map |
| **Exhibit B-4** | Improvement Area #3 Boundary Map |
| **Exhibit B-5** | Improvement Area #4 Boundary Map |
| **Exhibit B-6** | Major Improvement Area Boundary Map |
| **Exhibit B-7** | Improvement Area #3 Condominium Parcel Map |
| **Exhibit C** | Authorized Improvements |
| **Exhibit D** | Service Plan |
| **Exhibit E** | Sources and Uses |
| **Exhibit F-1** | Improvement Area #1 Assessment Roll |
| **Exhibit F-2** | Improvement Area #1 Annual Installment Schedule |
| **Exhibit G-1** | Improvement Area #2 Assessment Roll |
| **Exhibit G-2** | Improvement Area #2 Annual Installment Schedule |
| **Exhibit H-1** | Improvement Area #3 Assessment Roll |
| **Exhibit H-2** | Improvement Area #3 Bonds Annual Installment Schedule |
| **Exhibit H-3** | Improvement Area #3 Total Annual Installment Schedule |
| **Exhibit I-1** | Improvement Area #4 Assessment Roll |
| **Exhibit I-2** | Improvement Area #4 Bonds Annual Installment Schedule |
| **Exhibit I-3** | Improvement Area #4 Total Annual Installment Schedule |

| | |
|---|---|
| **Exhibit J-1** | Major Improvement Area Assessment Roll |
| **Exhibit J-2** | Major Improvement Area Annual Installment Schedule |
| **Exhibit K** | Maximum Assessment Per Lot Type |
| **Exhibit L** | Lot Type Classification Maps |
| **Exhibit M** | Maps of Authorized Improvements |
| **Exhibit N** | Notice of PID Assessment Lien Termination |
| **Exhibit O** | Estimated Buildout Value for Major Improvement Area, Improvement Area #1, Improvement Area #2, Improvement Area #3, and Improvement Area #4 |
| **Exhibit P** | Improvement Area #1-2 Bond Debt Service Schedule |
| **Exhibit Q** | Improvement Area #3 Bond Debt Service Schedule |
| **Exhibit R** | Improvement Area #4 Bond Debt Service Schedule |
| **Exhibit S** | Major Improvement Area Bond Debt Service Schedule |
| **Exhibit T-1** | Lot Type 1 Buyer Disclosure |
| **Exhibit T-2** | Lot Type 2 Buyer Disclosure |
| **Exhibit T-3** | Lot Type 3 Buyer Disclosure |
| **Exhibit T-4** | Lot Type 4 Buyer Disclosure |
| **Exhibit T-5** | Lot Type 5 Buyer Disclosure |
| **Exhibit T-6** | Lot Type 6 Buyer Disclosure |
| **Exhibit T-7** | Lot Type 7 Buyer Disclosure |
| **Exhibit T-8** | Lot Type 8 Buyer Disclosure |
| **Exhibit T-9** | Lot Type 9 Buyer Disclosure |
| **Exhibit T-10** | Lot Type 10 Buyer Disclosure |
| **Exhibit U** | Improvement Area #3 Engineering Report |
| **Exhibit V** | Improvement Area #4 Engineering Report |

# APPENDICES

The following Appendices are attached to and made a part of this 2024 Amended and Restated Service and Assessment Plan for all purposes:

**Appendix A** Final Plats within the District

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# EXHIBIT A-1 – DISTRICT LEGAL DESCRIPTION

**Exhibit A**
**The Property**

90.089 ACRES OUT OF THE A.C. CALDWELL SURVEY, ABSTRACT NUMBER 154, TRAVIS COUNTY, TEXAS AND BEING THE TRACTS OF LAND CONVEYED TO RHOF, LLC, A TEXAS LIMITED LIABILITY COMPANY, PER DEED RECORDED AS DOCUMENT NO.2017194263 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

44.0347 ACRES OF LAND LOCATED IN THE A.C. CALDWELL SURVEY, ABSTRACT NUMBER 154, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN CALLED 180.83 ACRES OF LAND CONVEYED TO ALMA JUANITA MEIER, AS DESCRIBED IN VOLUME 11376, PAGE 676, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

267.972 ACRES OF LAND LOCATED IN THE LEMUEL KIMBRO SURVEY, ABSTRACT NUMBER 456 AND THE A.C. CALDWELL SURVEY, ABSTRACT NUMBER 154, TRAVIS COUNTY, TEXAS AND BEING THE SAME 267.972 ACRE TRACT OF LAND CONVEYED TO SKY VILLAGE KIMBRO ESTATES, LLC, AS DESCRIBED IN DOCUMENT NUMBER 2016214460, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

(35.626 AC) LOT 2, J.F. NAGLE ESTATES, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NO. 199900207, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, TOGETHER WITH A NON-EXCLUSIVE 60 FOOT WIDE ACCESS AND PUBLIC UTILITY EASEMENT AS CREATED AND MORE PARTICULARLY DESCRIBED IN THAT DECLARATION OF ACCESS AND PUBLIC UTILITY EASEMENT RECORDED IN DOCUMENT NO. 1999058184, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, BEING THE SAME 35.626 ACRES CONVYED TO SKY VILLAGE KIMBRO ESTATES, LLC, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

3.469 ACRES OF LAND LOCATED IN THE LEMUEL KIMBRO SURVEY, ABSTRACT NUMBER 456, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO SKY VILLAGE KIMBRO ESTATES, LLC, AS RECORDED IN 2017157471 OF THE OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS

157.9603 ACRES OUT OF THE A.C. CALDWELL SURVEY NO.52, ABSTRACT 154 AND THE LEMUEL KIMBRO SURVEY NO.64, ABSTRACT 456, AND BEING THE TRACTS OF LAND CONVEYED TO KIMBRO ROAD ESTATES, LP PER DEED RECORDED AS DOCUMENT NO.201780865 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

**A METES AND BOUNDS**
**DESCRIPTION OF A**
**3.700 ACRE RIGHT-OF-WAY OF LAND**

**BEING** a 3.700 acre (161,158 square feet) tract of land situated in the A.C. Caldwell Survey No. 52, Abstract No. 154, City of Manor, Travis County, Texas; and being a portion of Old Kimbro Road (80 feet wide); and being more particularly described as follows:

**COMMENCING**, at a 1/2-inch iron rod with a plastic cap stamped "KHA" found on the southerly right-of-way line of said Old Kimbro Road marking the northwest corner of a called 51.533 acre tract of land described in instrument to Chau Dinh and Kim Pham recorded in Document No. 2014139510 of the Official Public Records of Travis County, same being the northeast corner of a called 90.0886 acre tract of land described in instrument to RHOF, LLC recorded in Document No. 2017194263 of the Official Public Records of Travis County;

**THENCE**, North 85°48'57" West, 846.55 feet, along the southerly right-of-way line of Old Kimbro Road and the north line of said 90.0886 acre tract to the **POINT OF BEGINNING** of the herein described tract;

**THENCE**, continuing along the southerly right-of-way of said Old Kimbro Road and along the north line of said 90.0886 acre tract the following two (2) courses and distances:

1. North 85°48'57" West, 1629.02 feet to an iron rod with plastic cap stamped "KHA" found for a point of curvature;
2. in a southwesterly direction, along a tangent curve to the left, a central angle of 43°49'58", a radius of 533.10 feet, a chord bearing and distance of South 72°20'04" West, 397.96 feet, and a total arc length of 407.84 feet to a point for corner;

**THENCE**, departing the north line of said 90.0886 acre tract and crossing said Old Kimbro Road the following two (2) courses and distances:

1. North 40°17'42" West, 46.07 feet to a point for corner;
2. North 61°40'04" West, 35.46 feet to a 5/8-iron rod found on the northerly right-of-way line of said Old Kimbro Road marking the southwest corner of a called 157.9603 acre tract of land described in instrument to RHOF, LLC recorded in Document No. 2017180865 of the Official Public Records of Travis County;

**THENCE**, along the northerly right-of-way line of said Old Kimbro Road and along the south line of said 157.9603 acre tract the following three (3) courses and distances:

1. in a northeasterly direction, along a non-tangent curve to the right, a central angle of 36°32'19", a radius of 613.14 feet, a chord bearing and distance of North 68°23'46" East, 384.42 feet, and a total arc length of 391.01 feet to a 1/2-iron rod found for a point for corner;
2. in a northeasterly direction, along a non-tangent curve to the right, a central angle of 7°10'29", a radius of 1407.07 feet, a chord bearing and distance of South 89°23'14" East, 176.08 feet, and a total arc length of 176.20 feet to a concrete monument found for a point of tangency;
3. South 85°54'35" East, 1541.16 feet to a point for corner;

**THENCE**, South 4°11'03" West, 80.00 feet departing the south line of said 157.9603 acre tract and crossing said Old Kimbro Road to the **POINT OF BEGINNING**, and containing 3.700 acres of right-of-way in Travis County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD'83). All distances are on the surface and shown in U.S. Survey Feet. To convert grid distances to grid, apply the combined SURFACE to GRID scale factor of 0.99992097045. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.




ABEL P. STENDAHL
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6754
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
abel.stendahl@kimley-horn.com

**EXHIBIT OF A 3.700 ACRE RIGHT-OF-WAY TO BE RELEASED**
A.A. CALDWELL SURVEY NO.52,
ABSTRACT NO. 154
TRAVIS COUNTY, TEXAS

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

| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
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| N/A | DJG | APS | 9/3/2020 | 069255703 | 1 OF 2 |

STENDAHL, ABEL 9/3/2020 10:57 AM K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255703-MANOR HTS PHASE 2\DWG\EXHIBITS\3.700AC RIGHT OF WAY RELEASE.DWG

# EXHIBIT A-2 – IMPROVEMENT AREA #1 LEGAL DESCRIPTION

Being 127.37 acres of land located in the A.C Caldwell Survey No. 52, Abstract No. 154, and being all of that 110.524 acre tract of land located in the A.C Caldwell Survey No. 52, Abstract No. 154, described in the Manor Heights South Phase 1 Section 1 Final Plat, recorded in Document No. 202100001 Official Public Records of Travis County, and being a portion of that certain 267.942 acre tract of land located in the A.C Caldwell Survey No. 52, Abstract No. 154, City of Manor, Travis County, Texas, conveyed to Forestar (USA) Real Estate Group Inc., as described in Document No. 2019171724, corrected in Document No. 2019176020, Official Public Records of Travis County, Texas.

# EXHIBIT A-3 – IMPROVEMENT AREA #2 LEGAL DESCRIPTION

Being 91.81 acres of land located in the A.C Caldwell Survey No.52, Abstract No.154, and the Lemuel Kimbro Survey No.64, Abstract No.456, City of Manor, Travis County Texas, and being portion of that certain tract or parcel of land containing 90.089 acres located in the A.C. Caldwell Survey No.52 , Abstract No. 154, described in instrument to Forestar (USA) Real Estate Group Inc., recorded in Document No.2019171725, corrected in Document No.2019176021 Official Public Records of Travis County, and being a portion of that certain 157.9603 acre tract of land located in the A.C Caldwell Survey No.52, Abstract No.154, and the Lemuel Kimbro Survey No.64, Abstract No.456, City of Manor, Travis County Texas, described in instrument to Forestar (USA) Real Estate Group Inc., recorded in Document No.2019171725, corrected in Document No.2019176021 Official Public Records of Travis County , and a portion of that certain tract or parcel of land containing 3.7 acres situated in the A.C. Caldwell Survey No.52, Abstract 154, City of Manor, Travis County, Texas Conveyed to Forestar (USA) Real Estate Group Inc., as described in document 2021052193, official public records of Travis County, Texas.

# EXHIBIT A-4 – IMPROVEMENT AREA #3 LEGAL DESCRIPTION

Improvement Area #3 is contained within the area described by the Manor Heights Phase 2 Section 1B Final Plat BLK M Lot 2, Manor Heights Phase 3 Section 1 Final Plat & Manor Heights Phase 3 Section 2 Final Plat which are attached in **Appendix A**.

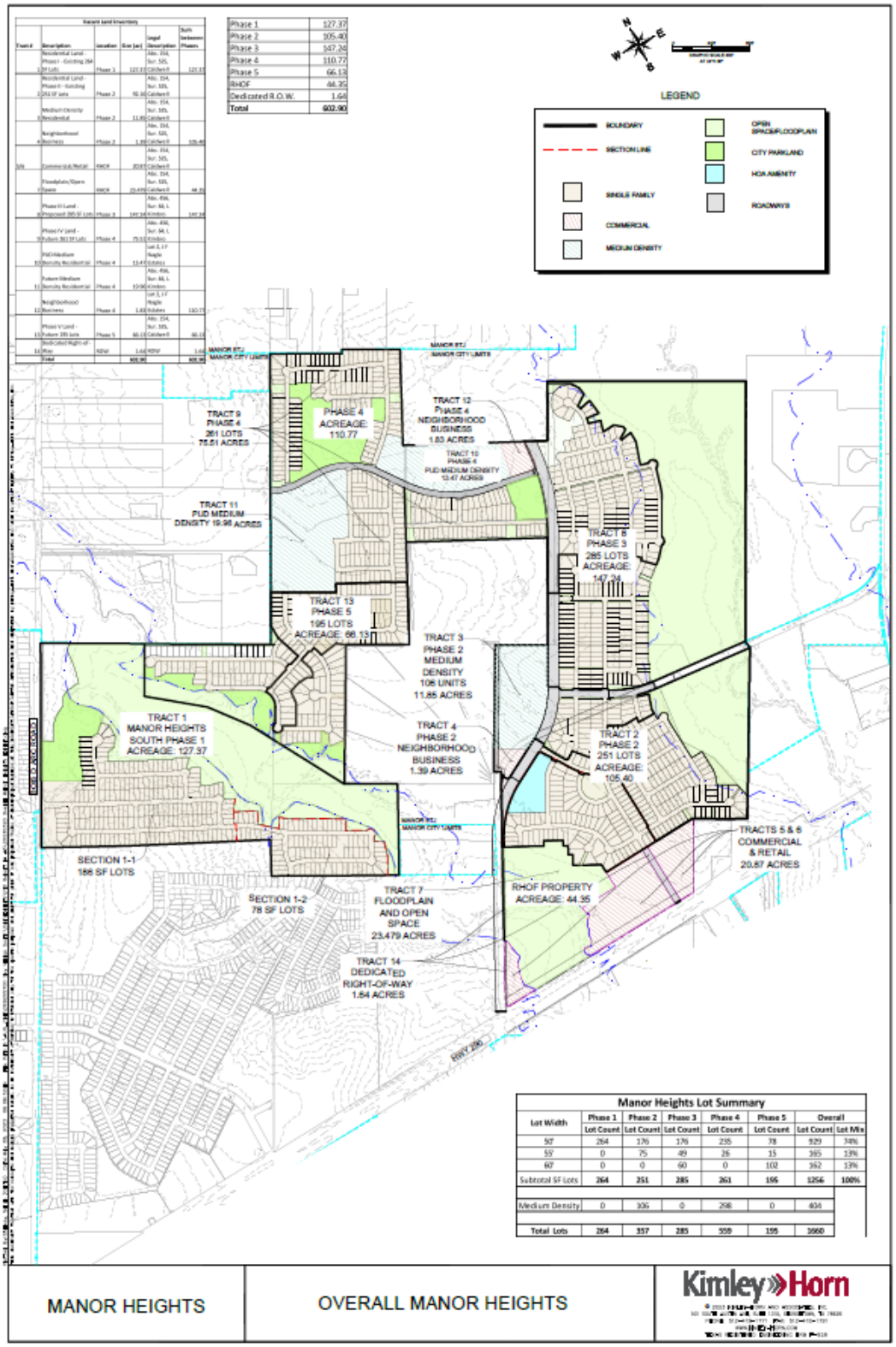
# EXHIBIT A-5 – IMPROVEMENT AREA #4 LEGAL DESCRIPTION

Improvement Area #4 contains approximately 138.163 acres as described in the plats for Manor Heights Phase 4 Section A, Manor Heights Phase 4B, and Manor Heights Phase 5, which are attached in **Appendix A.**

# EXHIBIT A-6 – MAJOR IMPROVEMENT AREA LEGAL DESCRIPTION

383.102 Acres Being Portions of a called 267.972 acre Tract of land Recorded in document No.2016214460, Official Public Records of Travis County, 157.9603 Acre Tract Recorded in document No.201718086, Official Public Records of Travis County, A called 90.0886 Acre Tract Recorded in Documents No.2017194263, Official Public Records of Travis County, and a portion of Old Kimbro Road A.C. Caldwell Survey No. 52, Abstract No 154 City of Manor, Travis County, Texas

# EXHIBIT B-1 – DISTRICT BOUNDARY MAP



# EXHIBIT B-2 – IMPROVEMENT AREA #1 BOUNDARY MAP

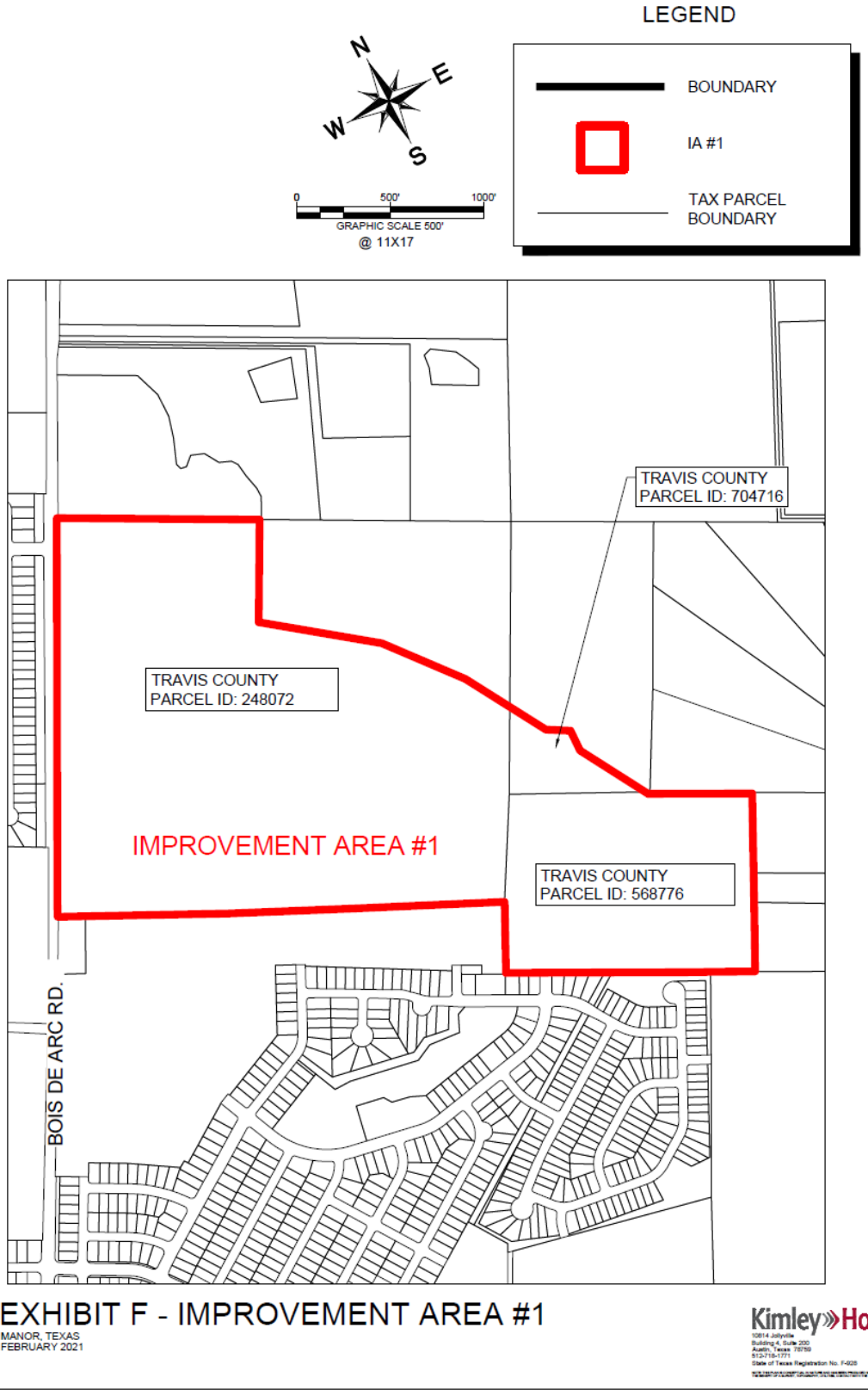



EXHIBIT F - IMPROVEMENT AREA #1

MANOR, TEXAS
FEBRUARY 2021

Kimley»Horn

# EXHIBIT B-3 – IMPROVEMENT AREA #2 BOUNDARY MAP

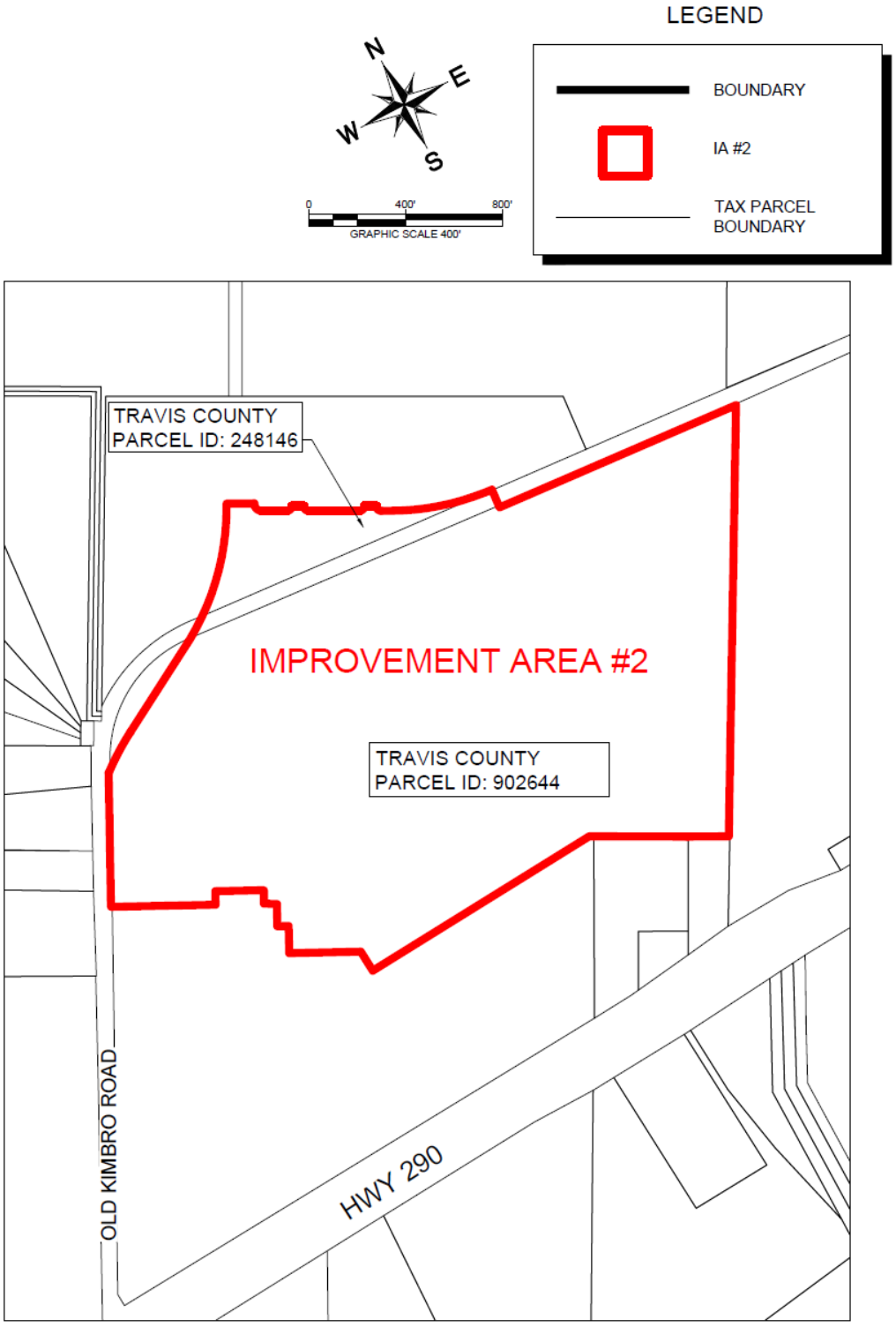
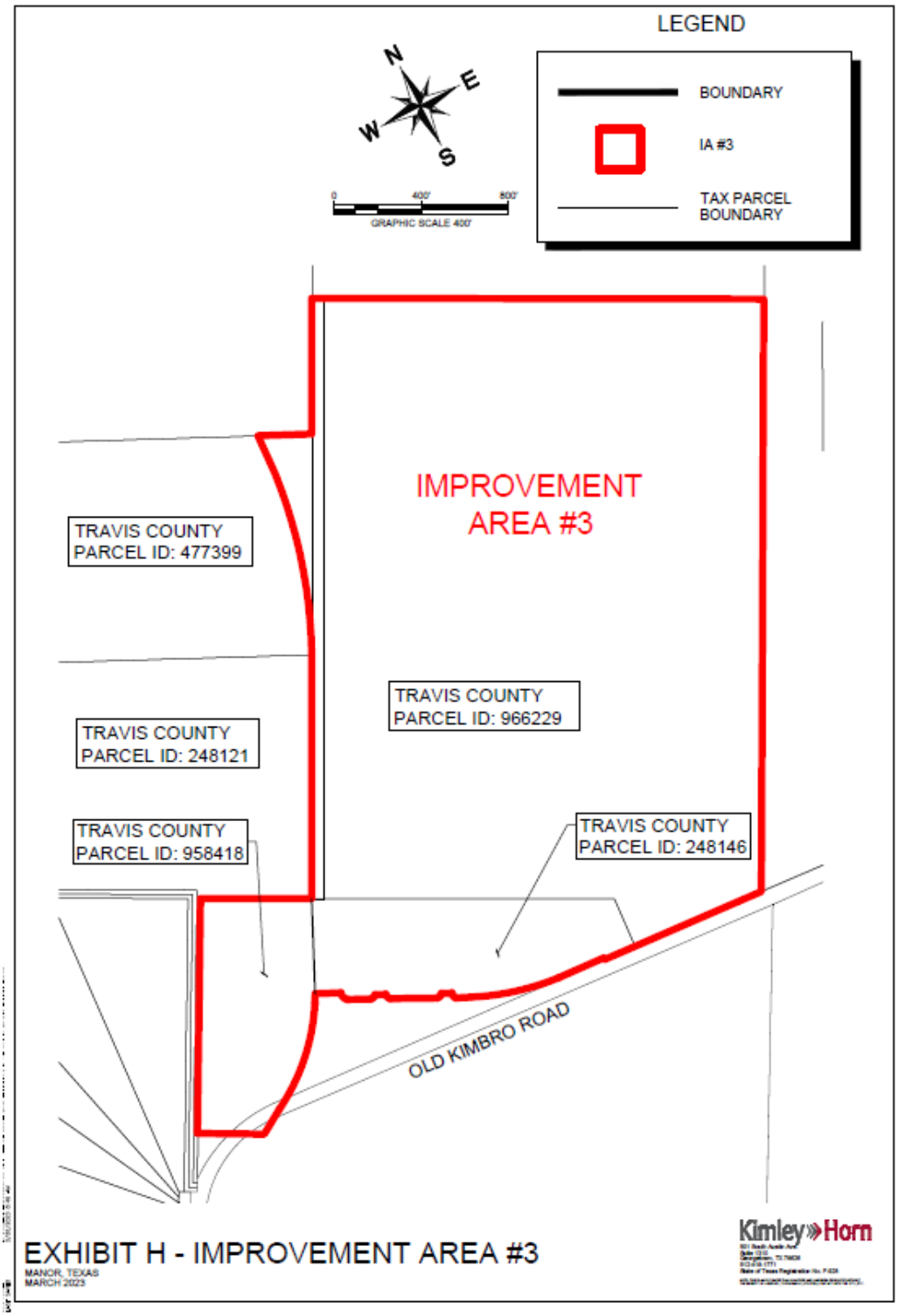



EXHIBIT H - IMPROVEMENT AREA #2

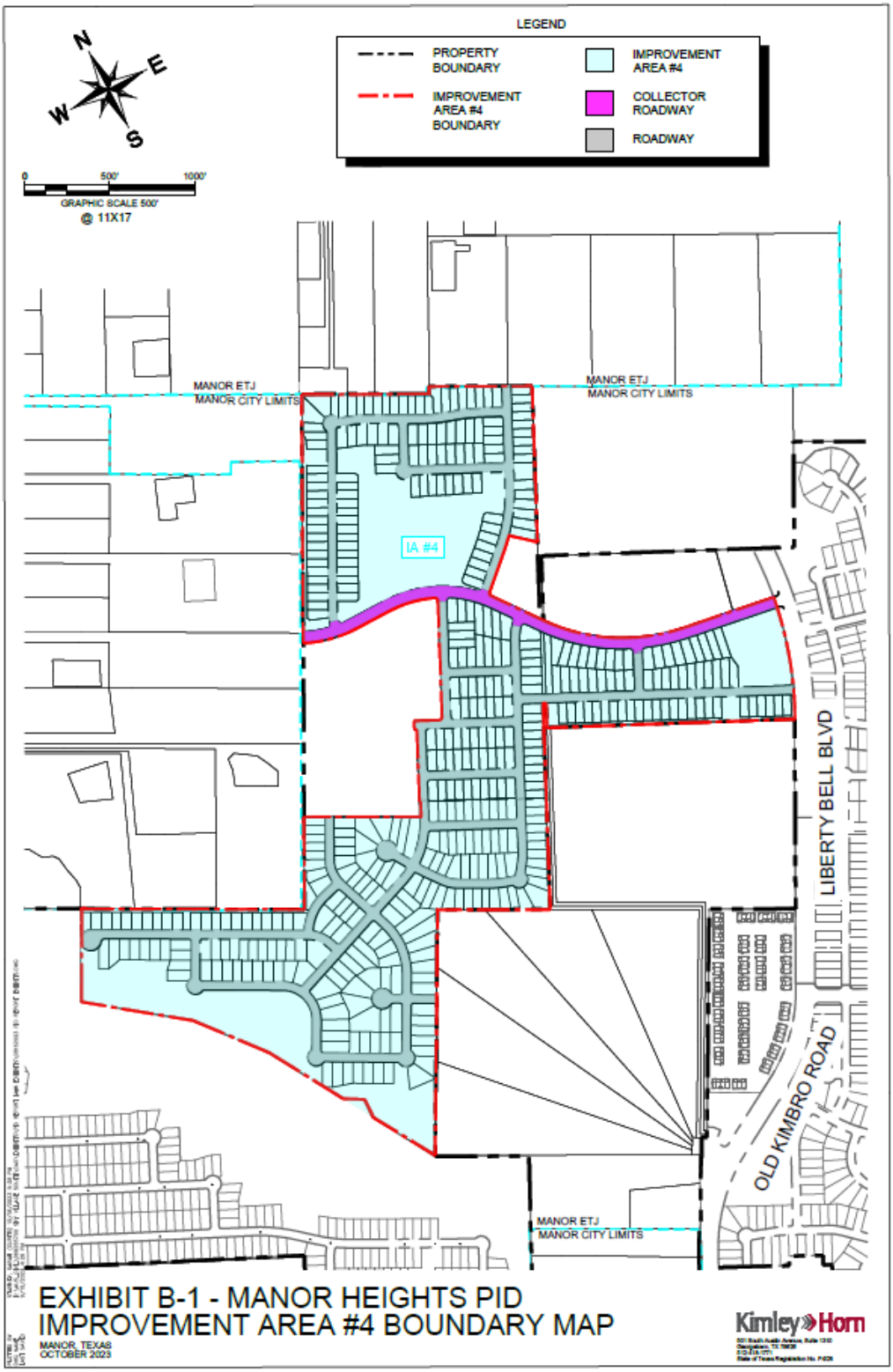
MANOR, TEXAS
FEBRUARY 2021

Kimley»Horn

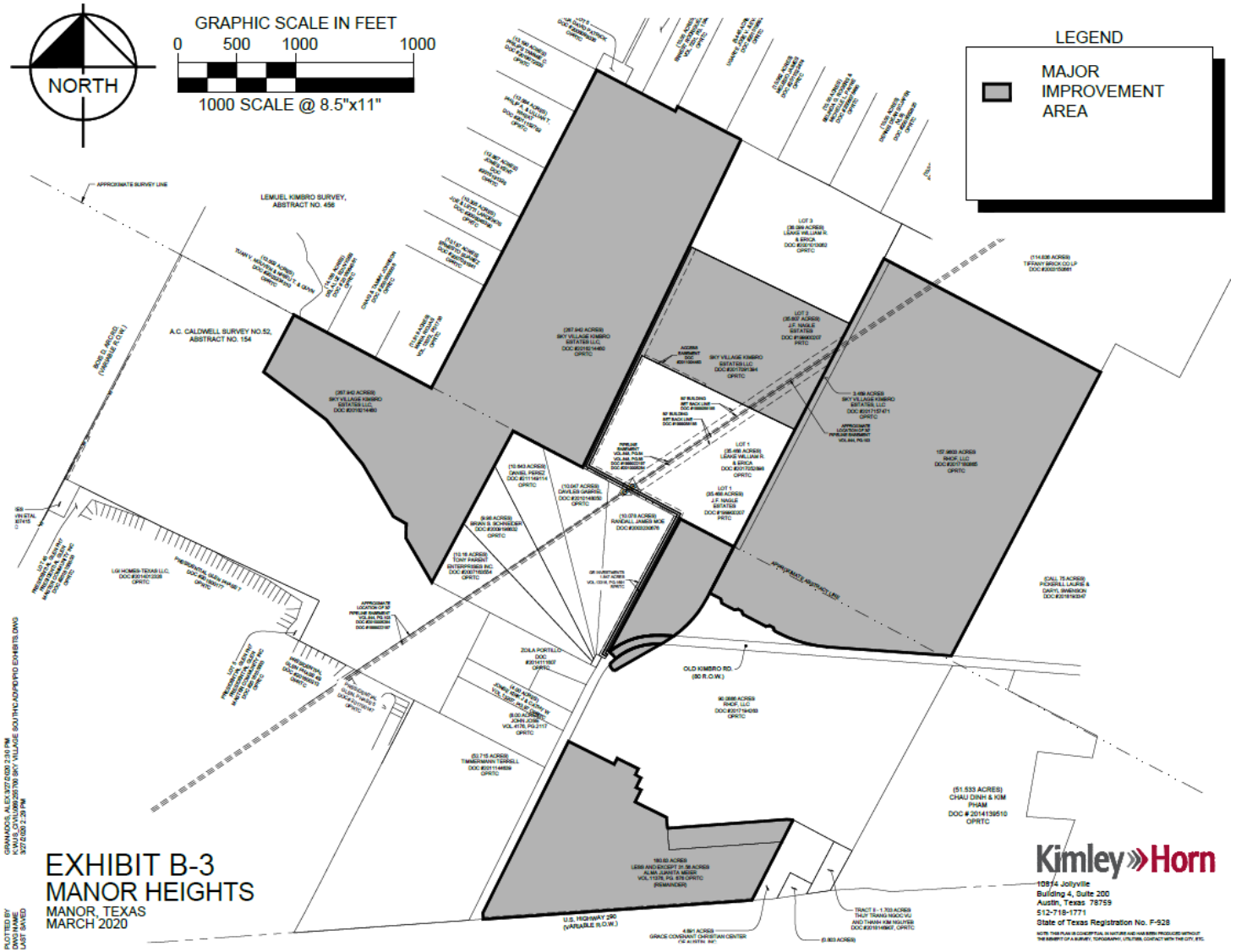
# EXHIBIT B-4 – IMPROVEMENT AREA #3 BOUNDARY MAP



# EXHIBIT B-5 – IMPROVEMENT AREA #4 BOUNDARY MAP

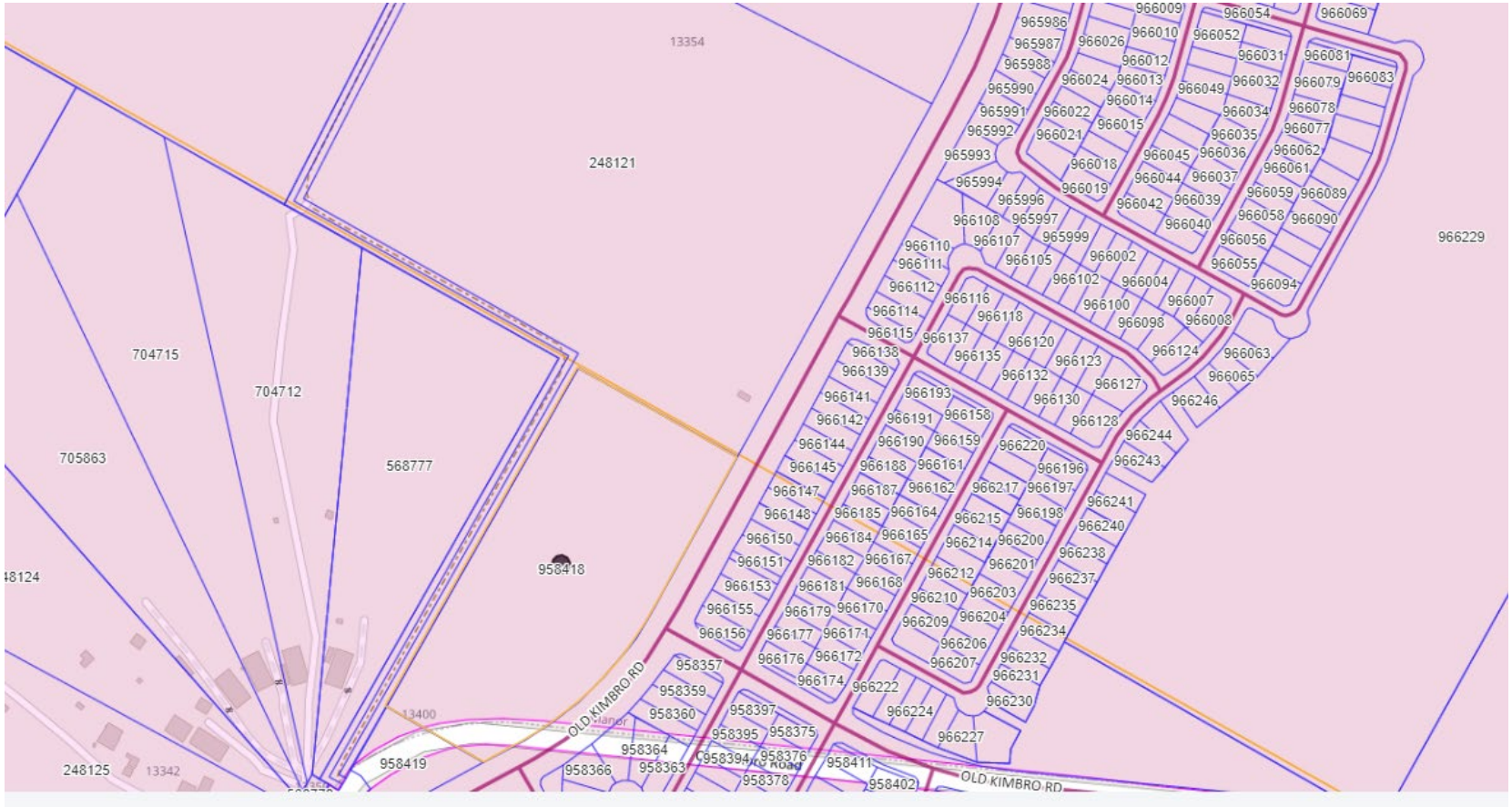


# EXHIBIT B-6 - MAJOR IMPROVEMENT AREA BOUNDARY MAP



# EXHIBIT B-7 – IMPROVEMENT AREA #3 CONDOMINIUM PARCEL MAP

All Improvement Area #3 condominium lots will be contained within Tax ID 958418 upon final plat.



# EXHIBIT C – AUTHORIZED IMPROVEMENTS

| | Total Costs | Improvement Area #1 [a] | Improvement Area #2 [a] | Improvement Area #3 [c] | Improvement Area #4 [d] | Major Improvement Area [b] |
|---|---|---|---|---|---|---|
| *Major Improvements* | | | | | | |
| Wastewater Treatment Plant Phase 1 | $ 5,119,898 | $ 799,087 | $ 763,720 | $ - | $ - | $ 3,557,091 |
| Roadway | 3,115,626 | 486,270 | 464,749 | - | - | 2,164,607 |
| Kimbro ROW Acquisition | 47,348 | 7,390 | 7,063 | - | - | 32,895 |
| Soft Costs [e] | 1,242,431 | 193,912 | 185,330 | - | - | 863,189 |
| | $ 9,525,302 | $ 1,486,659 | $ 1,420,862 | $ - | $ - | $ 6,617,781 |
| *Improvement Area #1 Improvements* | | | | | | |
| Water | $ 877,624 | $ 877,624 | $ - | $ - | $ - | $ - |
| Wastewater | 761,450 | 761,450 | - | - | - | - |
| Drainage | 1,147,364 | 1,147,364 | - | - | - | - |
| Roadway | 3,462,805 | 3,462,805 | - | - | - | - |
| Trails | 59,850 | 59,850 | - | - | - | - |
| Soft Costs [e] | 163,600 | 163,600 | - | - | - | - |
| | $ 6,472,693 | $ 6,472,693 | $ - | $ - | $ - | $ - |
| *Improvement Area #2 Improvements* | | | | | | |
| Water | $ 895,023 | $ - | $ 895,023 | $ - | $ - | $ - |
| Wastewater | 1,119,316 | - | 1,119,316 | - | - | - |
| Drainage | 1,164,737 | - | 1,164,737 | - | - | - |
| Roadway | 4,889,702 | - | 4,889,702 | - | - | - |
| Trails | - | - | - | - | - | - |
| Soft Costs [e] | 320,400 | - | 320,400 | - | - | - |
| | $ 8,389,178 | $ - | $ 8,389,178 | $ - | $ - | $ - |
| *Improvement Area #3 Improvements* | | | | | | |
| Water | $ 1,199,062 | $ - | $ - | $ 1,199,062 | $ - | $ - |
| Wastewater | 1,777,998 | - | - | 1,777,998 | - | - |
| Drainage | 3,229,931 | - | - | 3,229,931 | - | - |
| Roadway | 3,012,678 | - | - | 3,012,678 | - | - |
| Soft Costs [e] | 1,382,950 | - | - | 1,382,950 | - | - |
| | $ 10,602,619 | $ - | $ - | $ 10,602,619 | $ - | $ - |
| *Improvement Area #4 Improvements* | | | | | | |
| Water | $ 2,173,306 | $ - | $ - | $ - | $ 2,173,306 | $ - |
| Wastewater | 2,348,206 | - | - | - | 2,348,206 | - |
| Drainage | 2,736,230 | - | - | - | 2,736,230 | - |
| Roadway | 4,834,330 | - | - | - | 4,834,330 | - |
| Soft Costs [e] | 1,813,811 | - | - | - | 1,813,811 | - |
| | $ 13,905,883 | $ - | $ - | $ - | $ 13,905,883 | $ - |
| *Bond Issuance Costs and District Formation Expenses* | | | | | | |
| Debt Service Reserve Fund [f] | $ 1,714,711 | $ 218,536 | $ 208,864 | $ 296,029 | $ 490,157 | $ 501,125 |
| Capitalized Interest [f] | 1,010,544 | 134,565 | 128,610 | - | 414,050 | 333,319 |
| Underwriter Discount [f] | 742,050 | 112,055 | 107,095 | 128,400 | 152,100 | 242,400 |
| Cost of Issuance [f] | 1,325,327 | 187,139 | 178,856 | 267,980 | 304,200 | 387,152 |
| Original Issue Discount [f] | 33,395 | - | - | 33,395 | - | - |
| First Year Annual Collection Costs [f] | 150,000 | 15,339 | 14,661 | 30,000 | 60,000 | 30,000 |
| | $ 4,976,028 | $ 667,634 | $ 638,086 | $ 755,805 | $ 1,420,507 | $ 1,493,996 |
| **Total** | **$ 53,871,701** | **$ 8,626,986** | **$ 10,448,125** | **$ 11,358,424** | **$ 15,326,390** | **$ 8,111,777** |

Notes:

[a] Costs were determined by construction contracts provided by Kimley-Horn and Associates dated 1/8/2021.

[b] Costs were determined by Excel Construction Services bid for Wastewater Treatment Plant Phase 1 Improvements dated 11/9/2020 and construction contract provided by Kimley-Horn and Associates dated 1/8/2021 for Roadways Improvements.

[c] Costs were determined by the engineering report provided by Kimley-Horn and Associates dated 1/30/2023. Improvement Area #3 is within the Major Improvement Area and therefore funds a portion of the Major Improvements.

[d] Costs were determined by the engineering report provided by Kimley-Horn and Associates dated 11/21/2023. Improvement Area #4 is within the Major Improvement Area and therefore funds a portion of the Major Improvements.

[e] Soft costs estimated at 15% of hard costs, inclusive of a 4% construction management fee.

[f] Costs associated with the issuance of Improvement Area #1-2 bonds were allocated between Improvement Area # 1 and Improvement Area #2 on a pro rata basis based on the amount of Assessments levied.

# EXHIBIT D – SERVICE PLAN

| Improvement Area #1 | | | | | | |
|---|---|---|---|---|---|---|
| **Installments Due** | | **1/31/2025** | **1/31/2026** | **1/31/2027** | **1/31/2028** | **1/31/2029** |
| Principal | | $ 81,810 | $ 84,367 | $ 86,924 | $ 89,480 | $ 92,037 |
| Interest | | $ 130,667 | $ 128,621 | $ 126,512 | $ 123,796 | $ 120,999 |
| Capitalized Interest | | - | - | - | - | - |
| | (1) | $ 212,477 | $ 212,988 | $ 213,436 | $ 213,276 | $ 213,036 |
| Annual Collection Costs | (2) | $ 17,227 | $ 17,571 | $ 17,923 | $ 18,281 | $ 18,647 |
| Additional Interest Reserve | (3) | $ 17,896 | $ 17,487 | $ 17,065 | $ 16,631 | $ 16,183 |
| **Total Annual Installment** | **(4) = (1) + (2) + (3)** | **$ 247,600** | **$ 248,046** | **$ 248,423** | **$ 248,187** | **$ 247,866** |

| Improvement Area #2 | | | | | | |
|---|---|---|---|---|---|---|
| **Installments Due** | | **1/31/2025** | **1/31/2026** | **1/31/2027** | **1/31/2028** | **1/31/2029** |
| Principal | | $ 78,190 | $ 80,633 | $ 83,076 | $ 85,520 | $ 87,963 |
| Interest | | $ 124,883 | $ 122,929 | $ 120,913 | $ 118,317 | $ 115,644 |
| Capitalized Interest | | - | - | - | - | - |
| | (1) | $ 203,073 | $ 203,562 | $ 203,989 | $ 203,837 | $ 203,608 |
| Annual Collection Costs | (2) | $ 16,464 | $ 16,794 | $ 17,129 | $ 17,472 | $ 17,821 |
| Additional Interest Reserve | (3) | $ 17,104 | $ 16,713 | $ 16,310 | $ 15,894 | $ 15,467 |
| **Total Annual Installment** | **(4) = (1) + (2) + (3)** | **$ 236,641** | **$ 237,068** | **$ 237,429** | **$ 237,203** | **$ 236,896** |

| Improvement Area #3 | | | | | | |
|---|---|---|---|---|---|---|
| **Installments Due** | | **1/31/2025** | **1/31/2026** | **1/31/2027** | **1/31/2028** | **1/31/2029** |
| Principal | | $ 71,000 | $ 72,000 | $ 75,000 | $ 79,000 | $ 83,000 |
| Interest | | $ 224,860 | $ 221,665 | $ 218,425 | $ 215,050 | $ 211,495 |
| | (1) | $ 295,860 | $ 293,665 | $ 293,425 | $ 294,050 | $ 294,495 |
| Annual Collection Costs | (2) | $ 19,527 | $ 19,918 | $ 20,316 | $ 20,723 | $ 21,137 |
| Additional Interest Reserve | (3) | $ 21,225 | $ 20,870 | $ 20,510 | $ 20,135 | $ 19,740 |
| **Total Annual Installment** | **(4) = (1) + (2) + (3)** | **$ 336,612** | **$ 334,453** | **$ 334,251** | **$ 334,908** | **$ 335,372** |

| Improvement Area #4 | | | | | | |
|---|---|---|---|---|---|---|
| **Installments Due** | | **1/31/2025** | **1/31/2026** | **1/31/2027** | **1/31/2028** | **1/31/2029** |
| Principal | | $ - | $ 59,000 | $ 63,000 | $ 67,000 | $ 72,000 |
| Interest | | $ 414,050 | $ 310,538 | $ 306,924 | $ 303,065 | $ 298,961 |
| Capitalized Interest | | $ (414,050) | $ - | $ - | $ - | $ - |
| | (1) | $ - | $ 369,538 | $ 369,924 | $ 370,065 | $ 370,961 |
| Annual Collection Costs | (2) | $ - | $ 31,212 | $ 31,836 | $ 32,473 | $ 33,122 |
| Additional Interest Reserve | (3) | $ - | $ 25,350 | $ 25,055 | $ 24,740 | $ 24,405 |
| **Total Annual Installment** | **(4) = (1) + (2) + (3)** | **$ -** | **$ 426,100** | **$ 426,815** | **$ 427,278** | **$ 428,489** |

| Major Improvement Area | | | | | | |
|---|---|---|---|---|---|---|
| **Installments Due** | | **1/31/2025** | **1/31/2026** | **1/31/2027** | **1/31/2028** | **1/31/2029** |
| Principal | | $ 160,000 | $ 170,000 | $ 175,000 | $ 180,000 | $ 185,000 |
| Interest | | $ 323,788 | $ 318,788 | $ 313,475 | $ 306,913 | $ 300,163 |
| Capitalized Interest | | - | - | - | - | - |
| | (1) | $ 483,788 | $ 488,788 | $ 488,475 | $ 486,913 | $ 485,163 |
| Annual Collection Costs | (2) | $ 31,888 | $ 32,525 | $ 33,176 | $ 33,839 | $ 34,516 |
| Additional Interest Reserve | (3) | $ 38,875 | $ 38,075 | $ 37,225 | $ 36,350 | $ 35,450 |
| **Total Annual Installment** | **(4) = (1) + (2) + (3)** | **$ 554,550** | **$ 559,388** | **$ 558,876** | **$ 557,102** | **$ 555,129** |

# EXHIBIT E – SOURCES AND USES

| | Improvement Area #1 | Improvement Area #2 | Improvement Area #3 | Improvement Area #4 | Major Improvement Area |
|---|---|---|---|---|---|
| **Sources of Funds** | | | | | |
| Improvement Area #1-2 Bond Par | $ 3,735,156 | $ 3,569,844 | $ - | $ - | $ - |
| Improvement Area #1-2 Bond Premium | 44,700 | 42,721 | - | - | - |
| Improvement Area #3 Bond Par | - | - | 4,280,000 | - | - |
| Improvement Area #4 Bond Par | - | - | - | 5,070,000 | - |
| Major Improvement Area Bond Par | - | - | - | - | 8,080,000 |
| Owner Contribution | 4,847,130 | 6,835,560 | 7,078,424 | 10,256,390 | 31,777 |
| **Total Sources** | **$ 8,626,986** | **$ 10,448,125** | **$ 11,358,424** | **$ 15,326,390** | **$ 8,111,777** |
| **Uses of Funds** | | | | | |
| Major Improvements | $ 1,486,659 | $ 1,420,862 | $ - | $ - | $ 6,617,781 |
| Improvement Area #1 Improvements | 6,472,693 | - | - | - | - |
| Improvement Area #2 Improvements | - | 8,389,178 | - | - | - |
| Improvement Area #3 Improvements | - | - | 10,602,619 | - | - |
| Improvement Area #4 Improvements | - | - | - | 13,905,883 | - |
| | $ 7,959,352 | $ 9,810,039 | $ 10,602,619 | $ 13,905,883 | $ 6,617,781 |
| *Bond Issuance Costs and District Formation Expenses* | | | | | |
| Debt Service Reserve Fund | $ 218,536 | $ 208,864 | $ 296,029 | $ 490,157 | $ 501,125 |
| Capitalized Interest | 134,565 | 128,610 | - | 414,050 | 333,319 |
| Underwriter Discount | 112,055 | 107,095 | 128,400 | 152,100 | 242,400 |
| Cost of Issuance | 187,139 | 178,856 | 267,980 | 304,200 | 387,152 |
| Original Issue Discount | - | - | 33,395 | - | - |
| First Year Annual Collection Costs | 15,339 | 14,661 | 30,000 | 60,000 | 30,000 |
| | $ 667,634 | $ 638,086 | $ 755,805 | $ 1,420,507 | $ 1,493,996 |
| **Total Uses** | **$ 8,626,986** | **$ 10,448,125** | **$ 11,358,424** | **$ 15,326,390** | **$ 8,111,777** |

# EXHIBIT F-1 – IMPROVEMENT AREA #1 ASSESSMENT ROLL

| | | Improvement Area #1 | |
|---|---|---|---|
| Property ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 951773 | 1 | $ 13,557.59 | $ 938.13 |
| 951774 | 1 | $ 13,557.59 | $ 938.13 |
| 951775 | 1 | $ 13,557.59 | $ 938.13 |
| 951776 | 1 | $ 13,557.59 | $ 938.13 |
| 951891 | 1 | $ 13,557.59 | $ 938.13 |
| 951892 | 1 | $ 13,557.59 | $ 938.13 |
| 951893 | 1 | $ 13,557.59 | $ 938.13 |
| 951894 | 1 | $ 13,557.59 | $ 938.13 |
| 951895 | 1 | $ 13,557.59 | $ 938.13 |
| 951896 | 1 | $ 13,557.59 | $ 938.13 |
| 951897 | 1 | $ 13,557.59 | $ 938.13 |
| 951898 | 1 | $ 13,557.59 | $ 938.13 |
| 951899 | 1 | $ 13,557.59 | $ 938.13 |
| 951900 | 1 | $ 13,557.59 | $ 938.13 |
| 951901 | 1 | $ 13,557.59 | $ 938.13 |
| 951902 | 1 | $ 13,557.59 | $ 938.13 |
| 951903 | 1 | $ 13,557.59 | $ 938.13 |
| 951904 | 1 | $ 13,557.59 | $ 938.13 |
| 951905 | 1 | $ 13,557.59 | $ 938.13 |
| 951906 | 1 | $ 13,557.59 | $ 938.13 |
| 951907 | 1 | $ 13,557.59 | $ 938.13 |
| 951908 | 1 | $ 13,557.59 | $ 938.13 |
| 951909 | 1 | $ 13,557.59 | $ 938.13 |
| 951910 | 1 | $ 13,557.59 | $ 938.13 |
| 951911 | 1 | $ 13,557.59 | $ 938.13 |
| 951912 | 1 | $ 13,557.59 | $ 938.13 |
| 951913 | 1 | $ 13,557.59 | $ 938.13 |
| 951914 | 1 | $ 13,557.59 | $ 938.13 |
| 951915 | 1 | $ 13,557.59 | $ 938.13 |
| 951916 | 1 | $ 13,557.59 | $ 938.13 |
| 951917 | 1 | $ 13,557.59 | $ 938.13 |
| 951918 | 1 | $ 13,557.59 | $ 938.13 |
| 951919 | 1 | $ 13,557.59 | $ 938.13 |
| 951920 | 1 | $ 13,557.59 | $ 938.13 |
| 951921 | 1 | $ 13,557.59 | $ 938.13 |
| 951922 | 1 | $ 13,557.59 | $ 938.13 |
| 951923 | 1 | $ 13,557.59 | $ 938.13 |
| 951924 | 1 | $ 13,557.59 | $ 938.13 |
| 951925 | 1 | $ 13,557.59 | $ 938.13 |
| 951926 | 1 | $ 13,557.59 | $ 938.13 |

| | | Improvement Area #1 | |
|---|---|---|---|
| Property ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 951927 | 1 | $ 13,557.59 | $ 938.13 |
| 951928 | 1 | $ 13,557.59 | $ 938.13 |
| 951929 | 1 | $ 13,557.59 | $ 938.13 |
| 951930 | 1 | $ 13,557.59 | $ 938.13 |
| 951931 | 1 | $ 13,557.59 | $ 938.13 |
| 951932 | 1 | $ 13,557.59 | $ 938.13 |
| 951933 | 1 | $ 13,557.59 | $ 938.13 |
| 951934 | 1 | $ 13,557.59 | $ 938.13 |
| 951935 | 1 | $ 13,557.59 | $ 938.13 |
| 951936 | 1 | $ 13,557.59 | $ 938.13 |
| 951937 | 1 | $ 13,557.59 | $ 938.13 |
| 951938 | 1 | $ 13,557.59 | $ 938.13 |
| 951939 | 1 | $ 13,557.59 | $ 938.13 |
| 951940 | 1 | $ 13,557.59 | $ 938.13 |
| 951941 | 1 | $ 13,557.59 | $ 938.13 |
| 951942 | 1 | $ 13,557.59 | $ 938.13 |
| 951943 | 1 | $ 13,557.59 | $ 938.13 |
| 951944 | 1 | $ 13,557.59 | $ 938.13 |
| 951945 | 1 | $ 13,557.59 | $ 938.13 |
| 951946 | 1 | $ 13,557.59 | $ 938.13 |
| 951947 | 1 | $ 13,557.59 | $ 938.13 |
| 951948 | 1 | $ 13,557.59 | $ 938.13 |
| 951949 | 1 | $ 13,557.59 | $ 938.13 |
| 951950 | 1 | $ 13,557.59 | $ 938.13 |
| 951951 | 1 | $ 13,557.59 | $ 938.13 |
| 951952 | 1 | $ 13,557.59 | $ 938.13 |
| 951953 | 1 | $ 13,557.59 | $ 938.13 |
| 951954 | 1 | $ 13,557.59 | $ 938.13 |
| 951955 | 1 | $ 13,557.59 | $ 938.13 |
| 951956 | 1 | $ 13,557.59 | $ 938.13 |
| 951957 | 1 | $ 13,557.59 | $ 938.13 |
| 951958 | 1 | $ 13,557.59 | $ 938.13 |
| 951960 | 1 | $ 13,557.59 | $ 938.13 |
| 951961 | 1 | $ 13,557.59 | $ 938.13 |
| 951962 | 1 | $ 13,557.59 | $ 938.13 |
| 951963 | 1 | $ 13,557.59 | $ 938.13 |
| 951964 | 1 | $ 13,557.59 | $ 938.13 |
| 951965 | 1 | $ 13,557.59 | $ 938.13 |
| 951966 | 1 | $ 13,557.59 | $ 938.13 |
| 951967 | 1 | $ 13,557.59 | $ 938.13 |

| | | Improvement Area #1 | |
|---|---|---|---|
| Property ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 951968 | 1 | $ 13,557.59 | $ 938.13 |
| 951969 | 1 | $ 13,557.59 | $ 938.13 |
| 951970 | 1 | $ 13,557.59 | $ 938.13 |
| 951971 | 1 | $ 13,557.59 | $ 938.13 |
| 951972 | 1 | $ 13,557.59 | $ 938.13 |
| 951973 | 1 | $ 13,557.59 | $ 938.13 |
| 951974 | 1 | $ 13,557.59 | $ 938.13 |
| 951975 | 1 | $ 13,557.59 | $ 938.13 |
| 951976 | 1 | $ 13,557.59 | $ 938.13 |
| 951977 | 1 | $ 13,557.59 | $ 938.13 |
| 951978 | 1 | $ 13,557.59 | $ 938.13 |
| 951979 | 1 | $ 13,557.59 | $ 938.13 |
| 951980 | 1 | $ 13,557.59 | $ 938.13 |
| 951981 | 1 | $ 13,557.59 | $ 938.13 |
| 951982 | 1 | $ 13,557.59 | $ 938.13 |
| 951983 | 1 | $ 13,557.59 | $ 938.13 |
| 951984 | 1 | $ 13,557.59 | $ 938.13 |
| 951985 | 1 | $ 13,557.59 | $ 938.13 |
| 951986 | 1 | $ 13,557.59 | $ 938.13 |
| 951987 | 1 | $ 13,557.59 | $ 938.13 |
| 951988 | 1 | $ 13,557.59 | $ 938.13 |
| 951989 | 1 | $ 13,557.59 | $ 938.13 |
| 951990 | 1 | $ 13,557.59 | $ 938.13 |
| 951991 | 1 | $ 13,557.59 | $ 938.13 |
| 951992 | 1 | $ 13,557.59 | $ 938.13 |
| 951993 | 1 | $ 13,557.59 | $ 938.13 |
| 951994 | 1 | $ 13,557.59 | $ 938.13 |
| 951995 | 1 | $ 13,557.59 | $ 938.13 |
| 951996 | 1 | $ 13,557.59 | $ 938.13 |
| 951997 | 1 | $ 13,557.59 | $ 938.13 |
| 951998 | 1 | $ 13,557.59 | $ 938.13 |
| 951999 | 1 | $ 13,557.59 | $ 938.13 |
| 952000 | Open Space | $ - | $ - |
| 952001 | Open Space | $ - | $ - |
| 952002 | Open Space | $ - | $ - |
| 952003 | Open Space | $ - | $ - |
| 952004 | 1 | $ 13,557.59 | $ 938.13 |
| 952005 | 1 | $ 13,557.59 | $ 938.13 |
| 952006 | 1 | $ 13,557.59 | $ 938.13 |
| 952007 | 1 | $ 13,557.59 | $ 938.13 |

| | | Improvement Area #1 | |
|---|---|---|---|
| Property ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 952008 | 1 | $ 13,557.59 | $ 938.13 |
| 952009 | 1 | $ 13,557.59 | $ 938.13 |
| 952010 | 1 | $ 13,557.59 | $ 938.13 |
| 952011 | 1 | $ 13,557.59 | $ 938.13 |
| 952012 | 1 | $ 13,557.59 | $ 938.13 |
| 952013 | 1 | $ 13,557.59 | $ 938.13 |
| 952014 | 1 | $ 13,557.59 | $ 938.13 |
| 952015 | 1 | $ 13,557.59 | $ 938.13 |
| 952016 | 1 | $ 13,557.59 | $ 938.13 |
| 952017 | 1 | $ 13,557.59 | $ 938.13 |
| 952018 | 1 | $ 13,557.59 | $ 938.13 |
| 952019 | 1 | $ 13,557.59 | $ 938.13 |
| 952020 | 1 | $ 13,557.59 | $ 938.13 |
| 952021 | 1 | $ 13,557.59 | $ 938.13 |
| 952022 | 1 | $ 13,557.59 | $ 938.13 |
| 952023 | 1 | $ 13,557.59 | $ 938.13 |
| 952024 | 1 | $ 13,557.59 | $ 938.13 |
| 952025 | 1 | $ 13,557.59 | $ 938.13 |
| 952026 | 1 | $ 13,557.59 | $ 938.13 |
| 952027 | 1 | $ 13,557.59 | $ 938.13 |
| 952028 | 1 | $ 13,557.59 | $ 938.13 |
| 952029 | 1 | $ 13,557.59 | $ 938.13 |
| 952030 | 1 | $ 13,557.59 | $ 938.13 |
| 952031 | 1 | $ 13,557.59 | $ 938.13 |
| 952032 | 1 | $ 13,557.59 | $ 938.13 |
| 952033 | 1 | $ 13,557.59 | $ 938.13 |
| 952034 | 1 | $ 13,557.59 | $ 938.13 |
| 952035 | 1 | $ 13,557.59 | $ 938.13 |
| 952036 | 1 | $ 13,557.59 | $ 938.13 |
| 952037 | 1 | $ 13,557.59 | $ 938.13 |
| 952038 | 1 | $ 13,557.59 | $ 938.13 |
| 952039 | 1 | $ 13,557.59 | $ 938.13 |
| 952040 | 1 | $ 13,557.59 | $ 938.13 |
| 952041 | 1 | $ 13,557.59 | $ 938.13 |
| 952042 | 1 | $ 13,557.59 | $ 938.13 |
| 952043 | 1 | $ 13,557.59 | $ 938.13 |
| 952044 | 1 | $ 13,557.59 | $ 938.13 |
| 952045 | 1 | $ 13,557.59 | $ 938.13 |
| 952046 | 1 | $ 13,557.59 | $ 938.13 |
| 952047 | 1 | $ 13,557.59 | $ 938.13 |

| | | Improvement Area #1 | |
|---|---|---|---|
| Property ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 952048 | 1 | $ 13,557.59 | $ 938.13 |
| 952051 | 1 | $ 13,557.59 | $ 938.13 |
| 952052 | 1 | $ 13,557.59 | $ 938.13 |
| 952053 | 1 | $ 13,557.59 | $ 938.13 |
| 952054 | 1 | $ 13,557.59 | $ 938.13 |
| 952055 | 1 | $ 13,557.59 | $ 938.13 |
| 952056 | 1 | $ 13,557.59 | $ 938.13 |
| 952057 | 1 | $ 13,557.59 | $ 938.13 |
| 952058 | 1 | $ 13,557.59 | $ 938.13 |
| 952059 | 1 | $ 13,557.59 | $ 938.13 |
| 952060 | 1 | $ 13,557.59 | $ 938.13 |
| 952061 | 1 | $ 13,557.59 | $ 938.13 |
| 952062 | 1 | $ 13,557.59 | $ 938.13 |
| 952063 | 1 | $ 13,557.59 | $ 938.13 |
| 952064 | 1 | $ 13,557.59 | $ 938.13 |
| 952065 | 1 | $ 13,557.59 | $ 938.13 |
| 952066 | 1 | $ 13,557.59 | $ 938.13 |
| 952067 | 1 | $ 13,557.59 | $ 938.13 |
| 952068 | 1 | $ 13,557.59 | $ 938.13 |
| 952069 | 1 | $ 13,557.59 | $ 938.13 |
| 952070 | 1 | $ 13,557.59 | $ 938.13 |
| 952071 | 1 | $ 13,557.59 | $ 938.13 |
| 952072 | 1 | $ 13,557.59 | $ 938.13 |
| 952073 | 1 | $ 13,557.59 | $ 938.13 |
| 952074 | 1 | $ 13,557.59 | $ 938.13 |
| 952075 | 1 | $ 13,557.59 | $ 938.13 |
| 952076 | 1 | $ 13,557.59 | $ 938.13 |
| 952077 | 1 | $ 13,557.59 | $ 938.13 |
| 952078 | 1 | $ 13,557.59 | $ 938.13 |
| 952079 | 1 | $ 13,557.59 | $ 938.13 |
| 952080 | Open Space | $ - | $ - |
| 953579 | 1 | $ 13,557.59 | $ 938.13 |
| 953580 | 1 | $ 13,557.59 | $ 938.13 |
| 953583 | 1 | $ 13,557.59 | $ 938.13 |
| 953584 | 1 | $ 13,557.59 | $ 938.13 |
| 953585 | 1 | $ 13,557.59 | $ 938.13 |
| 953586 | 1 | $ 13,557.59 | $ 938.13 |
| 953587 | 1 | $ 13,557.59 | $ 938.13 |
| 953588 | 1 | $ 13,557.59 | $ 938.13 |
| 953589 | 1 | $ 13,557.59 | $ 938.13 |

| | | Improvement Area #1 | |
|---|---|---|---|
| Property ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 953590 | 1 | $ 13,557.59 | $ 938.13 |
| 953591 | 1 | $ 13,557.59 | $ 938.13 |
| 953592 | 1 | $ 13,557.59 | $ 938.13 |
| 953593 | 1 | $ 13,557.59 | $ 938.13 |
| 953594 | 1 | $ 13,557.59 | $ 938.13 |
| 953595 | 1 | $ 13,557.59 | $ 938.13 |
| 953596 | 1 | $ 13,557.59 | $ 938.13 |
| 953597 | Open Space | $ - | $ - |
| 953598 | 1 | $ 13,557.59 | $ 938.13 |
| 953599 | 1 | $ 13,557.59 | $ 938.13 |
| 953600 | 1 | $ 13,557.59 | $ 938.13 |
| 953601 | 1 | $ 13,557.59 | $ 938.13 |
| 953602 | 1 | $ 13,557.59 | $ 938.13 |
| 953603 | 1 | $ 13,557.59 | $ 938.13 |
| 953604 | 1 | $ 13,557.59 | $ 938.13 |
| 953605 | 1 | $ 13,557.59 | $ 938.13 |
| 953606 | 1 | $ 13,557.59 | $ 938.13 |
| 953607 | 1 | $ 13,557.59 | $ 938.13 |
| 953608 | 1 | $ 13,557.59 | $ 938.13 |
| 953611 | 1 | $ 13,557.59 | $ 938.13 |
| 953612 | 1 | $ 13,557.59 | $ 938.13 |
| 953613 | Open Space | $ - | $ - |
| 953614 | 1 | $ 13,557.59 | $ 938.13 |
| 953615 | 1 | $ 13,557.59 | $ 938.13 |
| 953616 | 1 | $ 13,557.59 | $ 938.13 |
| 953617 | 1 | $ 13,557.59 | $ 938.13 |
| 953618 | 1 | $ 13,557.59 | $ 938.13 |
| 953619 | 1 | $ 13,557.59 | $ 938.13 |
| 953620 | 1 | $ 13,557.59 | $ 938.13 |
| 953621 | 1 | $ 13,557.59 | $ 938.13 |
| 953622 | 1 | $ 13,557.59 | $ 938.13 |
| 953623 | 1 | $ 13,557.59 | $ 938.13 |
| 953624 | 1 | $ 13,557.59 | $ 938.13 |
| 953626 | 1 | $ 13,557.59 | $ 938.13 |
| 953627 | 1 | $ 13,557.59 | $ 938.13 |
| 953628 | 1 | $ 13,557.59 | $ 938.13 |
| 953629 | 1 | $ 13,557.59 | $ 938.13 |
| 953630 | 1 | $ 13,557.59 | $ 938.13 |
| 953631 | 1 | $ 13,557.59 | $ 938.13 |
| 953632 | 1 | $ 13,557.59 | $ 938.13 |

| | | Improvement Area #1 | |
|---|---|---|---|
| Property ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 953633 | 1 | $ 13,557.59 | $ 938.13 |
| 953634 | 1 | $ 13,557.59 | $ 938.13 |
| 953635 | 1 | $ 13,557.59 | $ 938.13 |
| 953636 | 1 | $ 13,557.59 | $ 938.13 |
| 953637 | 1 | $ 13,557.59 | $ 938.13 |
| 953638 | 1 | $ 13,557.59 | $ 938.13 |
| 953639 | 1 | $ 13,557.59 | $ 938.13 |
| 953640 | 1 | $ 13,557.59 | $ 938.13 |
| 953641 | 1 | $ 13,557.59 | $ 938.13 |
| 953642 | 1 | $ 13,557.59 | $ 938.13 |
| 953643 | 1 | $ 13,557.59 | $ 938.13 |
| 953644 | 1 | $ 13,557.59 | $ 938.13 |
| 953645 | 1 | $ 13,557.59 | $ 938.13 |
| 953648 | 1 | $ 13,557.59 | $ 938.13 |
| 953649 | 1 | $ 13,557.59 | $ 938.13 |
| 953650 | 1 | $ 13,557.59 | $ 938.13 |
| 953651 | 1 | $ 13,557.59 | $ 938.13 |
| 953653 | 1 | $ 13,557.59 | $ 938.13 |
| 953654 | 1 | $ 13,557.59 | $ 938.13 |
| 953655 | 1 | $ 13,557.59 | $ 938.13 |
| 953656 | 1 | $ 13,557.59 | $ 938.13 |
| 953657 | 1 | $ 13,557.59 | $ 938.13 |
| 953658 | 1 | $ 13,557.59 | $ 938.13 |
| 953659 | 1 | $ 13,557.59 | $ 938.13 |
| 953660 | 1 | $ 13,557.59 | $ 938.13 |
| 953661 | 1 | $ 13,557.59 | $ 938.13 |
| 953662 | 1 | $ 13,557.59 | $ 938.13 |
| 953663 | Prepaid | $ - | $ - |
| 964373 | Open Space | $ - | $ - |
| 964374 | 1 | $ 13,557.59 | $ 938.13 |
| 964375 | Open Space | $ - | $ - |
| 964376 | 1 | $ 13,557.59 | $ 938.13 |
| 964377 | 1 | $ 13,557.59 | $ 938.13 |
| 964378 | Open Space | $ - | $ - |
| **Total** | | **$ 3,565,647.30** | **$ 246,727.03** |

*Note: Totals may not sum due to rounding. Due to prepayments not yet redeemed the outstanding assessment may be less than outstanding Bonds for Improvement Area #1.*

# EXHIBIT F-2 – IMPROVEMENT AREA #1 ANNUAL INSTALLMENT SCHEDULE

| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs | Additional Interest [b] | Capitalized Interest | Total Annual Installment |
|---|---|---|---|---|---|---|
| 2025 | $ 81,810 | $ 130,667 | $ 17,227 | $ 17,896 | $ - | $ 247,600 |
| 2026 | 84,367 | 128,621 | 17,571 | 17,487 | - | 248,046 |
| 2027 | 86,924 | 126,512 | 17,923 | 17,065 | - | 248,423 |
| 2028 | 89,480 | 123,796 | 18,281 | 16,631 | - | 248,187 |
| 2029 | 92,037 | 120,999 | 18,647 | 16,183 | - | 247,866 |
| 2030 | 94,593 | 118,123 | 19,020 | 15,723 | - | 247,459 |
| 2031 | 97,150 | 115,167 | 19,400 | 15,250 | - | 246,967 |
| 2032 | 102,263 | 112,131 | 19,788 | 14,764 | - | 248,947 |
| 2033 | 104,820 | 108,552 | 20,184 | 14,253 | - | 247,808 |
| 2034 | 107,376 | 104,883 | 20,587 | 13,729 | - | 246,576 |
| 2035 | 112,489 | 101,125 | 20,999 | 13,192 | - | 247,806 |
| 2036 | 117,602 | 97,188 | 21,419 | 12,629 | - | 248,839 |
| 2037 | 120,159 | 93,072 | 21,848 | 12,041 | - | 247,120 |
| 2038 | 125,272 | 88,867 | 22,285 | 11,441 | - | 247,864 |
| 2039 | 130,385 | 84,482 | 22,730 | 10,814 | - | 248,412 |
| 2040 | 135,498 | 79,919 | 23,185 | 10,162 | - | 248,764 |
| 2041 | 140,612 | 75,176 | 23,649 | 9,485 | - | 248,921 |
| 2042 | 145,725 | 70,255 | 24,122 | 8,782 | - | 248,883 |
| 2043 | 150,838 | 64,426 | 24,604 | 8,053 | - | 247,921 |
| 2044 | 155,951 | 58,392 | 25,096 | 7,299 | - | 246,738 |
| 2045 | 163,621 | 52,154 | 25,598 | 6,519 | - | 247,892 |
| 2046 | 171,291 | 45,609 | 26,110 | 5,701 | - | 248,711 |
| 2047 | 178,960 | 38,758 | 26,632 | 4,845 | - | 249,195 |
| 2048 | 184,073 | 31,599 | 27,165 | 3,950 | - | 246,787 |
| 2049 | 194,300 | 24,236 | 27,708 | 3,030 | - | 249,274 |
| 2050 | 201,969 | 16,464 | 28,262 | 2,058 | - | 248,754 |
| 2051 | 209,639 | 8,386 | 28,827 | 1,048 | - | 247,900 |
| **Total** | **$ 3,579,205** | **$ 2,219,561** | **$ 608,866** | **$ 290,031** | **$ -** | **$ 6,697,662** |

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

# EXHIBIT G-1 – IMPROVEMENT AREA #2 ASSESSMENT ROLL

| | | Improvement Area #2 | |
|---|---|---|---|
| Property ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 958244 | 2 | $ 13,557.59 | $ 938.66 |
| 958246 | 2 | $ 13,557.59 | $ 938.66 |
| 958247 | 2 | $ 13,557.59 | $ 938.66 |
| 958248 | 2 | $ 13,557.59 | $ 938.66 |
| 958249 | 2 | $ 13,557.59 | $ 938.66 |
| 958250 | 2 | $ 13,557.59 | $ 938.66 |
| 958251 | 2 | $ 13,557.59 | $ 938.66 |
| 958252 | 2 | $ 13,557.59 | $ 938.66 |
| 958254 | 2 | $ 13,557.59 | $ 938.66 |
| 958255 | 2 | $ 13,557.59 | $ 938.66 |
| 958256 | 2 | $ 13,557.59 | $ 938.66 |
| 958257 | 2 | $ 13,557.59 | $ 938.66 |
| 958258 | Open Space | $ - | $ - |
| 958259 | 2 | $ 13,557.59 | $ 938.66 |
| 958260 | 2 | $ 13,557.59 | $ 938.66 |
| 958262 | 2 | $ 13,557.59 | $ 938.66 |
| 958263 | 2 | $ 13,557.59 | $ 938.66 |
| 958264 | 2 | $ 13,557.59 | $ 938.66 |
| 958265 | 2 | $ 13,557.59 | $ 938.66 |
| 958266 | 2 | $ 13,557.59 | $ 938.66 |
| 958267 | 2 | $ 13,557.59 | $ 938.66 |
| 958268 | 2 | $ 13,557.59 | $ 938.66 |
| 958269 | 2 | $ 13,557.59 | $ 938.66 |
| 958270 | 2 | $ 13,557.59 | $ 938.66 |
| 958271 | 2 | $ 13,557.59 | $ 938.66 |
| 958272 | 2 | $ 13,557.59 | $ 938.66 |
| 958273 | 2 | $ 13,557.59 | $ 938.66 |
| 958274 | 2 | $ 13,557.59 | $ 938.66 |
| 958275 | 2 | $ 13,557.59 | $ 938.66 |
| 958276 | 2 | $ 13,557.59 | $ 938.66 |
| 958277 | 2 | $ 13,557.59 | $ 938.66 |
| 958278 | 2 | $ 13,557.59 | $ 938.66 |
| 958279 | 2 | $ 13,557.59 | $ 938.66 |
| 958280 | 2 | $ 13,557.59 | $ 938.66 |
| 958282 | 2 | $ 13,557.59 | $ 938.66 |
| 958283 | 2 - Prepaid | $ - | $ - |
| 958284 | 2 | $ 13,557.59 | $ 938.66 |
| 958285 | 2 | $ 13,557.59 | $ 938.66 |
| 958286 | 2 | $ 13,557.59 | $ 938.66 |
| 958287 | 2 | $ 13,557.59 | $ 938.66 |

| | | Improvement Area #2 | |
|---|---|---|---|
| Property ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 958288 | 2 | $ 13,557.59 | $ 938.66 |
| 958289 | 2 | $ 13,557.59 | $ 938.66 |
| 958290 | 2 | $ 13,557.59 | $ 938.66 |
| 958291 | 2 | $ 13,557.59 | $ 938.66 |
| 958292 | 2 | $ 13,557.59 | $ 938.66 |
| 958293 | 2 | $ 13,557.59 | $ 938.66 |
| 958294 | 2 | $ 13,557.59 | $ 938.66 |
| 958295 | 2 | $ 13,557.59 | $ 938.66 |
| 958296 | 2 | $ 13,557.59 | $ 938.66 |
| 958297 | 2 | $ 13,557.59 | $ 938.66 |
| 958298 | 2 | $ 13,557.59 | $ 938.66 |
| 958299 | 2 | $ 13,557.59 | $ 938.66 |
| 958300 | 2 | $ 13,557.59 | $ 938.66 |
| 958301 | 2 | $ 13,557.59 | $ 938.66 |
| 958302 | 2 | $ 13,557.59 | $ 938.66 |
| 958303 | 2 | $ 13,557.59 | $ 938.66 |
| 958304 | 2 | $ 13,557.59 | $ 938.66 |
| 958305 | 2 | $ 13,557.59 | $ 938.66 |
| 958306 | 2 | $ 13,557.59 | $ 938.66 |
| 958307 | 2 | $ 13,557.59 | $ 938.66 |
| 958309 | 2 | $ 13,557.59 | $ 938.66 |
| 958310 | 2 | $ 13,557.59 | $ 938.66 |
| 958311 | 2 | $ 13,557.59 | $ 938.66 |
| 958312 | 2 | $ 13,557.59 | $ 938.66 |
| 958313 | 2 | $ 13,557.59 | $ 938.66 |
| 958314 | 2 | $ 13,557.59 | $ 938.66 |
| 958315 | 2 | $ 13,557.59 | $ 938.66 |
| 958316 | 2 | $ 13,557.59 | $ 938.66 |
| 958317 | 2 | $ 13,557.59 | $ 938.66 |
| 958319 | 2 | $ 13,557.59 | $ 938.66 |
| 958320 | 2 | $ 13,557.59 | $ 938.66 |
| 958321 | 2 | $ 13,557.59 | $ 938.66 |
| 958323 | Open Space | $ - | $ - |
| 958324 | 2 | $ 13,557.59 | $ 938.66 |
| 958334 | 2 | $ 13,557.59 | $ 938.66 |
| 958335 | 2 | $ 13,557.59 | $ 938.66 |
| 958336 | 2 | $ 13,557.59 | $ 938.66 |
| 958337 | 2 | $ 13,557.59 | $ 938.66 |
| 958338 | 2 | $ 13,557.59 | $ 938.66 |
| 958339 | 2 | $ 13,557.59 | $ 938.66 |

| | | Improvement Area #2 | |
|---|---|---|---|
| Property ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 958340 | 2 | $ 13,557.59 | $ 938.66 |
| 958341 | 2 | $ 13,557.59 | $ 938.66 |
| 958343 | Open Space | $ - | $ - |
| 958344 | 2 | $ 13,557.59 | $ 938.66 |
| 958345 | 2 | $ 13,557.59 | $ 938.66 |
| 958357 | Open Space | $ - | $ - |
| 958358 | 2 | $ 13,557.59 | $ 938.66 |
| 958359 | 2 | $ 13,557.59 | $ 938.66 |
| 958360 | 2 | $ 13,557.59 | $ 938.66 |
| 958361 | 2 - Prepaid | $ - | $ - |
| 958363 | 2 | $ 13,557.59 | $ 938.66 |
| 958364 | 2 | $ 13,557.59 | $ 938.66 |
| 958365 | 2 | $ 13,557.59 | $ 938.66 |
| 958366 | 2 | $ 13,557.59 | $ 938.66 |
| 958367 | 2 | $ 13,557.59 | $ 938.66 |
| 958368 | 2 | $ 13,557.59 | $ 938.66 |
| 958369 | 2 | $ 13,557.59 | $ 938.66 |
| 958370 | Open Space | $ - | $ - |
| 958375 | 2 | $ 13,557.59 | $ 938.66 |
| 958376 | 2 | $ 13,557.59 | $ 938.66 |
| 958377 | 2 | $ 13,557.59 | $ 938.66 |
| 958378 | 2 | $ 13,557.59 | $ 938.66 |
| 958379 | 2 | $ 13,557.59 | $ 938.66 |
| 958380 | 2 | $ 13,557.59 | $ 938.66 |
| 958381 | 2 | $ 13,557.59 | $ 938.66 |
| 958382 | 2 | $ 13,557.59 | $ 938.66 |
| 958383 | 2 | $ 13,557.59 | $ 938.66 |
| 958384 | 2 | $ 13,557.59 | $ 938.66 |
| 958385 | 2 | $ 13,557.59 | $ 938.66 |
| 958386 | 2 | $ 13,557.59 | $ 938.66 |
| 958387 | 2 | $ 13,557.59 | $ 938.66 |
| 958388 | 2 | $ 13,557.59 | $ 938.66 |
| 958389 | 2 | $ 13,557.59 | $ 938.66 |
| 958390 | 2 | $ 13,557.59 | $ 938.66 |
| 958391 | 2 - Prepaid | $ - | $ - |
| 958392 | 2 | $ 13,557.59 | $ 938.66 |
| 958393 | 2 | $ 13,557.59 | $ 938.66 |
| 958394 | 2 | $ 13,557.59 | $ 938.66 |
| 958395 | 2 | $ 13,557.59 | $ 938.66 |
| 958396 | 2 | $ 13,557.59 | $ 938.66 |

| | | Improvement Area #2 | |
|---|---|---|---|
| Property ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 958397 | 2 | $ 13,557.59 | $ 938.66 |
| 958398 | Open Space | $ - | $ - |
| 958402 | 3 | $ 13,795.45 | $ 955.13 |
| 958403 | 3 | $ 13,795.45 | $ 955.13 |
| 958404 | 3 | $ 13,795.45 | $ 955.13 |
| 958405 | 3 | $ 13,795.45 | $ 955.13 |
| 958407 | 2 | $ 13,557.59 | $ 938.66 |
| 958408 | 2 | $ 13,557.59 | $ 938.66 |
| 958409 | 2 | $ 13,557.59 | $ 938.66 |
| 958410 | 2 | $ 13,557.59 | $ 938.66 |
| 958411 | 2 | $ 13,557.59 | $ 938.66 |
| 958412 | Open Space | $ - | $ - |
| 958413 | 3 | $ 13,795.45 | $ 955.13 |
| 958414 | 3 | $ 13,795.45 | $ 955.13 |
| 958415 | 3 | $ 13,795.45 | $ 955.13 |
| 958416 | 3 | $ 13,795.45 | $ 955.13 |
| 958463 | 2 | $ 13,557.59 | $ 938.66 |
| 958464 | 2 | $ 13,557.59 | $ 938.66 |
| 958465 | 2 | $ 13,557.59 | $ 938.66 |
| 958466 | 2 | $ 13,557.59 | $ 938.66 |
| 958467 | 2 | $ 13,557.59 | $ 938.66 |
| 958468 | 2 | $ 13,557.59 | $ 938.66 |
| 958469 | 2 | $ 13,557.59 | $ 938.66 |
| 958470 | 2 | $ 13,557.59 | $ 938.66 |
| 958471 | 2 | $ 13,557.59 | $ 938.66 |
| 958472 | 2 | $ 13,557.59 | $ 938.66 |
| 958475 | 3 | $ 13,795.45 | $ 955.13 |
| 958476 | 3 | $ 13,795.45 | $ 955.13 |
| 958477 | 3 | $ 13,795.45 | $ 955.13 |
| 958478 | 3 | $ 13,795.45 | $ 955.13 |
| 958479 | 3 | $ 13,795.45 | $ 955.13 |
| 958480 | 3 | $ 13,795.45 | $ 955.13 |
| 958481 | 3 | $ 13,795.45 | $ 955.13 |
| 958482 | 3 | $ 13,795.45 | $ 955.13 |
| 958483 | 3 | $ 13,795.45 | $ 955.13 |
| 958484 | 2 | $ 13,557.59 | $ 938.66 |
| 958485 | 2 | $ 13,557.59 | $ 938.66 |
| 958486 | 2 | $ 13,557.59 | $ 938.66 |

| | | Improvement Area #2 | |
|---|---|---|---|
| Property ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 958487 | 2 | $ 13,557.59 | $ 938.66 |
| 958488 | 2 | $ 13,557.59 | $ 938.66 |
| 958489 | 2 | $ 13,557.59 | $ 938.66 |
| 958490 | 2 | $ 13,557.59 | $ 938.66 |
| 958491 | 2 | $ 13,557.59 | $ 938.66 |
| 958492 | 3 | $ 13,795.45 | $ 955.13 |
| 958493 | 3 | $ 13,795.45 | $ 955.13 |
| 958494 | 3 | $ 13,795.45 | $ 955.13 |
| 958495 | 3 | $ 13,795.45 | $ 955.13 |
| 958496 | 3 | $ 13,795.45 | $ 955.13 |
| 958497 | 2 | $ 13,557.59 | $ 938.66 |
| 958498 | 2 | $ 13,557.59 | $ 938.66 |
| 958499 | 2 | $ 13,557.59 | $ 938.66 |
| 958500 | 2 | $ 13,557.59 | $ 938.66 |
| 958501 | 2 | $ 13,557.59 | $ 938.66 |
| 958761 | 2 | $ 13,557.59 | $ 938.66 |
| 958762 | 2 | $ 13,557.59 | $ 938.66 |
| 958763 | 2 | $ 13,557.59 | $ 938.66 |
| 958764 | 2 | $ 13,557.59 | $ 938.66 |
| 958765 | 2 | $ 13,557.59 | $ 938.66 |
| 958766 | 2 | $ 13,557.59 | $ 938.66 |
| 958767 | 2 | $ 13,557.59 | $ 938.66 |
| 958768 | 2 | $ 13,557.59 | $ 938.66 |
| 958769 | Open Space | $ - | $ - |
| 958770 | 2 | $ 13,557.59 | $ 938.66 |
| 958771 | 2 | $ 13,557.59 | $ 938.66 |
| 958772 | 3 | $ 13,795.45 | $ 955.13 |
| 958773 | 3 | $ 13,795.45 | $ 955.13 |
| 958774 | Open Space | $ - | $ - |
| 958775 | 3 | $ 13,795.45 | $ 955.13 |
| 958776 | 3 | $ 13,795.45 | $ 955.13 |
| 958777 | 3 | $ 13,795.45 | $ 955.13 |
| 958778 | 3 | $ 13,795.45 | $ 955.13 |
| 958779 | 3 | $ 13,795.45 | $ 955.13 |
| 958780 | 3 | $ 13,795.45 | $ 955.13 |
| 958781 | Open Space | $ - | $ - |
| 958782 | 3 | $ 13,795.45 | $ 955.13 |
| 958783 | 3 | $ 13,795.45 | $ 955.13 |
| 958784 | 3 | $ 13,795.45 | $ 955.13 |
| 958785 | 3 | $ 13,795.45 | $ 955.13 |

| | | Improvement Area #2 | |
|---|---|---|---|
| Property ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 958786 | 3 | $ 13,795.45 | $ 955.13 |
| 958787 | 3 | $ 13,795.45 | $ 955.13 |
| 958788 | 3 | $ 13,795.45 | $ 955.13 |
| 958789 | 3 | $ 13,795.45 | $ 955.13 |
| 958790 | 3 | $ 13,795.45 | $ 955.13 |
| 958791 | 3 | $ 13,795.45 | $ 955.13 |
| 958792 | 3 | $ 13,795.45 | $ 955.13 |
| 958793 | 3 | $ 13,795.45 | $ 955.13 |
| 958794 | 2 | $ 13,557.59 | $ 938.66 |
| 958795 | 2 | $ 13,557.59 | $ 938.66 |
| 958796 | 2 | $ 13,557.59 | $ 938.66 |
| 958797 | 2 | $ 13,557.59 | $ 938.66 |
| 958798 | 2 | $ 13,557.59 | $ 938.66 |
| 958799 | 3 | $ 13,795.45 | $ 955.13 |
| 958800 | 3 | $ 13,795.45 | $ 955.13 |
| 958801 | 3 | $ 13,795.45 | $ 955.13 |
| 958802 | 2 | $ 13,557.59 | $ 938.66 |
| 958803 | 2 | $ 13,557.59 | $ 938.66 |
| 958804 | 2 | $ 13,557.59 | $ 938.66 |
| 958805 | 3 | $ 13,795.45 | $ 955.13 |
| 958806 | 3 | $ 13,795.45 | $ 955.13 |
| 958807 | 3 | $ 13,795.45 | $ 955.13 |
| 958808 | 3 | $ 13,795.45 | $ 955.13 |
| 958809 | 3 | $ 13,795.45 | $ 955.13 |
| 958810 | 3 | $ 13,795.45 | $ 955.13 |
| 958811 | 3 | $ 13,795.45 | $ 955.13 |
| 958812 | 3 | $ 13,795.45 | $ 955.13 |
| 958813 | 3 | $ 13,795.45 | $ 955.13 |
| 958814 | 3 | $ 13,795.45 | $ 955.13 |
| 958815 | 3 | $ 13,795.45 | $ 955.13 |
| 958816 | 3 | $ 13,795.45 | $ 955.13 |
| 958817 | 3 | $ 13,795.45 | $ 955.13 |
| 958818 | 3 | $ 13,795.45 | $ 955.13 |
| 958819 | 3 | $ 13,795.45 | $ 955.13 |
| 958820 | 3 | $ 13,795.45 | $ 955.13 |
| 958821 | 3 | $ 13,795.45 | $ 955.13 |
| 958822 | 3 | $ 13,795.45 | $ 955.13 |
| 958823 | 3 | $ 13,795.45 | $ 955.13 |
| 958824 | 3 | $ 13,795.45 | $ 955.13 |
| 958825 | 2 | $ 13,557.59 | $ 938.66 |

| | | Improvement Area #2 | |
|---|---|---|---|
| Property ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 958826 | 2 | $ 13,557.59 | $ 938.66 |
| 958827 | 2 | $ 13,557.59 | $ 938.66 |
| 958828 | 2 | $ 13,557.59 | $ 938.66 |
| 958829 | 2 | $ 13,557.59 | $ 938.66 |
| 958830 | 3 | $ 13,795.45 | $ 955.13 |
| 958831 | 3 | $ 13,795.45 | $ 955.13 |
| 958832 | 3 | $ 13,795.45 | $ 955.13 |
| 958833 | 3 | $ 13,795.45 | $ 955.13 |
| 958834 | 3 | $ 13,795.45 | $ 955.13 |
| 958835 | 3 | $ 13,795.45 | $ 955.13 |
| 958836 | 3 | $ 13,795.45 | $ 955.13 |
| 958837 | 3 | $ 13,795.45 | $ 955.13 |
| 958838 | 3 | $ 13,795.45 | $ 955.13 |
| 958839 | Open Space | $ - | $ - |
| 958840 | 3 | $ 13,795.45 | $ 955.13 |
| 964363 | 2 | $ 13,557.59 | $ 938.66 |
| 964364 | 2 | $ 13,557.59 | $ 938.66 |
| 964365 | 2 | $ 13,557.59 | $ 938.66 |
| 964366 | 2 | $ 13,557.59 | $ 938.66 |
| 964367 | 2 | $ 13,557.59 | $ 938.66 |
| 964368 | 2 | $ 13,557.59 | $ 938.66 |
| 964369 | 2 | $ 13,557.59 | $ 938.66 |
| 964370 | 2 | $ 13,557.59 | $ 938.66 |
| 964371 | 2 | $ 13,557.59 | $ 938.66 |
| **Total** | | **$ 3,380,122.32** | **$ 234,023.43** |

*Note: Totals may not sum due to rounding. Due to prepayments not yet redeemed the outstanding assessment may be less than outstanding Bonds for Improvement Area #2.*

# EXHIBIT G-2 – IMPROVEMENT AREA #2 ANNUAL INSTALLMENT SCHEDULE

| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs | Additional Interest [b] | Capitalized Interest | Total Annual Installment |
|---|---|---|---|---|---|---|
| 2025 | $ 78,190 | $ 124,883 | $ 16,464 | $ 17,104 | $ - | $ 236,641 |
| 2026 | 80,633 | 122,929 | 16,794 | 16,713 | - | 237,068 |
| 2027 | 83,076 | 120,913 | 17,129 | 16,310 | - | 237,429 |
| 2028 | 85,520 | 118,317 | 17,472 | 15,894 | - | 237,203 |
| 2029 | 87,963 | 115,644 | 17,821 | 15,467 | - | 236,896 |
| 2030 | 90,407 | 112,895 | 18,178 | 15,027 | - | 236,507 |
| 2031 | 92,850 | 110,070 | 18,541 | 14,575 | - | 236,037 |
| 2032 | 97,737 | 107,169 | 18,912 | 14,111 | - | 237,929 |
| 2033 | 100,180 | 103,748 | 19,291 | 13,622 | - | 236,841 |
| 2034 | 102,624 | 100,242 | 19,676 | 13,121 | - | 235,663 |
| 2035 | 107,511 | 96,650 | 20,070 | 12,608 | - | 236,838 |
| 2036 | 112,398 | 92,887 | 20,471 | 12,071 | - | 237,826 |
| 2037 | 114,841 | 88,953 | 20,881 | 11,509 | - | 236,183 |
| 2038 | 119,728 | 84,933 | 21,298 | 10,934 | - | 236,894 |
| 2039 | 124,615 | 80,743 | 21,724 | 10,336 | - | 237,418 |
| 2040 | 129,502 | 76,381 | 22,159 | 9,713 | - | 237,754 |
| 2041 | 134,388 | 71,849 | 22,602 | 9,065 | - | 237,904 |
| 2042 | 139,275 | 67,145 | 23,054 | 8,393 | - | 237,868 |
| 2043 | 144,162 | 61,574 | 23,515 | 7,697 | - | 236,948 |
| 2044 | 149,049 | 55,808 | 23,985 | 6,976 | - | 235,818 |
| 2045 | 156,379 | 49,846 | 24,465 | 6,231 | - | 236,921 |
| 2046 | 163,709 | 43,591 | 24,954 | 5,449 | - | 237,703 |
| 2047 | 171,040 | 37,042 | 25,453 | 4,630 | - | 238,166 |
| 2048 | 175,927 | 30,201 | 25,962 | 3,775 | - | 235,865 |
| 2049 | 185,700 | 23,164 | 26,482 | 2,895 | - | 238,241 |
| 2050 | 193,031 | 15,736 | 27,011 | 1,967 | - | 237,745 |
| 2051 | 200,361 | 8,014 | 27,552 | 1,002 | - | 236,929 |
| **Total** | **$ 3,420,795** | **$ 2,121,327** | **$ 581,918** | **$ 277,194** | **$ -** | **$ 6,401,234** |

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

# EXHIBIT H-1 – IMPROVEMENT AREA #3 ASSESSMENT ROLL

| | | Improvement Area #3 | |
|---|---|---|---|
| Parcel ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 958418 | Condo Parcel | $ 861,981.44 | $ 68,351.86 |
| 958419 | Non-Benefited | $ - | $ - |
| 966229 | Non-Benefited | $ - | $ - |
| 965955 | Non-Benefited | $ - | $ - |
| 966065 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 965943 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965944 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965945 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965946 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965947 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965948 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965949 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965950 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965951 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965952 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965953 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965954 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965956 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965957 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965958 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965959 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965960 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965961 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965962 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965963 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965964 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 965965 | Non-Benefited | $ - | $ - |
| 965966 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965967 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965968 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965969 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965970 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965971 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965972 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965973 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965974 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965975 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965976 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965977 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965978 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |

| | | Improvement Area #3 | |
|---|---|---|---|
| Parcel ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 965979 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965980 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965981 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965983 | Non-Benefited | $ - | $ - |
| 965984 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 965985 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 965986 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 965987 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 965988 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 965989 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 965990 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 965991 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 965992 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 965993 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 965994 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 965995 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 965996 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 965997 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 965998 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 965999 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966000 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966001 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966002 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966003 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966004 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966005 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966006 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966007 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966008 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966009 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966010 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966011 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966012 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966013 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966014 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966015 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966016 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966017 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966018 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966019 | Lot Type 4 | $ 11,205.76 | $ 888.57 |

| | | Improvement Area #3 | |
|---|---|---|---|
| Parcel ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 966020 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966021 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966022 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966023 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966024 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966025 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966026 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966027 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966028 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966029 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966030 | Non-Benefited | $ - | $ - |
| 966031 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966032 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966033 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966034 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966035 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966036 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966037 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966038 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966039 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966040 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966041 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966042 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966043 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966044 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966045 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966046 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966047 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966048 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966049 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966050 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966051 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966052 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966053 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966054 | Non-Benefited | $ - | $ - |
| 966055 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966056 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966057 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966058 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966059 | Lot Type 4 | $ 11,205.76 | $ 888.57 |

| | | Improvement Area #3 | |
|---|---|---|---|
| Parcel ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 966060 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966061 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966062 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966063 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966064 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966066 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966067 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966069 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966070 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966071 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966072 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966073 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966074 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966075 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966076 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966077 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966078 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966079 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966080 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966081 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966082 | Non-Benefited | $ - | $ - |
| 966083 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966084 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966085 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966086 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966087 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966088 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966089 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966090 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966091 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966092 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966093 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966094 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966095 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966124 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966125 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966126 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966127 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966128 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966129 | Lot Type 4 | $ 11,205.76 | $ 888.57 |

| | | Improvement Area #3 | |
|---|---|---|---|
| Parcel ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 966130 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966131 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966132 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966133 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966134 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966135 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966136 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966137 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966138 | Non-Benefited | $ - | $ - |
| 966139 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966140 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966141 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966142 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966143 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966144 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966145 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966146 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966147 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966148 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966149 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966150 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966151 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966152 | Non-Benefited | $ - | $ - |
| 966153 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966154 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966155 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966156 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966157 | Non-Benefited | $ - | $ - |
| 966158 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966159 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966160 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966161 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966162 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966163 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966164 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966165 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966166 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966167 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966168 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966169 | Lot Type 4 | $ 11,205.76 | $ 888.57 |

| | | Improvement Area #3 | |
|---|---|---|---|
| Parcel ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 966170 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966171 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966172 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966173 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966174 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966175 | Non-Benefited | $ - | $ - |
| 966176 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966177 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966178 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966179 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966180 | Non-Benefited | $ - | $ - |
| 966181 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966182 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966183 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966184 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966185 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966186 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966187 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966188 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966189 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966190 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966191 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966192 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966193 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966194 | Non-Benefited | $ - | $ - |
| 966196 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966197 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966198 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966199 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966200 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966201 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966202 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966203 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966204 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966205 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966206 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966207 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966208 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966209 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966210 | Lot Type 4 | $ 11,205.76 | $ 888.57 |

| | | Improvement Area #3 | |
|---|---|---|---|
| Parcel ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 966211 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966212 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966213 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966214 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966215 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966216 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966217 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966218 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966219 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966220 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966221 | Non-Benefited | $ - | $ - |
| 966222 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966223 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966224 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966225 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966226 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966227 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966228 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966230 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966231 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966232 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966233 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966234 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966235 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966236 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966237 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966238 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966239 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966240 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966241 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966242 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966243 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966244 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966245 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966246 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966247 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966098 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966099 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966100 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966101 | Lot Type 4 | $ 11,205.76 | $ 888.57 |

| | | Improvement Area #3 | |
|---|---|---|---|
| Parcel ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 966102 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966103 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966104 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966105 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966106 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966107 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966108 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966109 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966110 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966111 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966112 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966113 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966114 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966115 | Non-Benefited | $ - | $ - |
| 966116 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966117 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966118 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966119 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966120 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966121 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966122 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966123 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| **Total** | | **$ 4,245,000.00** | **$ 336,612.42** |

*Note: Totals may not sum due to rounding.*

# EXHIBIT H-2 – IMPROVEMENT AREA #3 BONDS ANNUAL INSTALLMENT SCHEDULE

| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs | Additional Interest [b] | Total Annual Installment |
|---|---|---|---|---|---|
| 2025 | $ 71,000 | $ 224,860 | $ 19,527 | $ 21,225 | $ 336,612 |
| 2026 | 72,000 | 221,665 | 19,918 | 20,870 | 334,453 |
| 2027 | 75,000 | 218,425 | 20,316 | 20,510 | 334,251 |
| 2028 | 79,000 | 215,050 | 20,723 | 20,135 | 334,908 |
| 2029 | 83,000 | 211,495 | 21,137 | 19,740 | 335,372 |
| 2030 | 85,000 | 207,760 | 21,560 | 19,325 | 333,645 |
| 2031 | 90,000 | 203,935 | 21,991 | 18,900 | 334,826 |
| 2032 | 94,000 | 199,210 | 22,431 | 18,450 | 334,091 |
| 2033 | 98,000 | 194,275 | 22,879 | 17,980 | 333,134 |
| 2034 | 103,000 | 189,130 | 23,337 | 17,490 | 332,957 |
| 2035 | 108,000 | 183,723 | 23,804 | 16,975 | 332,501 |
| 2036 | 113,000 | 178,053 | 24,280 | 16,435 | 331,767 |
| 2037 | 119,000 | 172,120 | 24,765 | 15,870 | 331,755 |
| 2038 | 126,000 | 165,873 | 25,261 | 15,275 | 332,408 |
| 2039 | 133,000 | 159,258 | 25,766 | 14,645 | 332,669 |
| 2040 | 139,000 | 152,275 | 26,281 | 13,980 | 331,536 |
| 2041 | 147,000 | 144,978 | 26,807 | 13,285 | 332,069 |
| 2042 | 154,000 | 137,260 | 27,343 | 12,550 | 331,153 |
| 2043 | 162,000 | 129,175 | 27,890 | 11,780 | 330,845 |
| 2044 | 170,000 | 120,670 | 28,448 | 10,970 | 330,088 |
| 2045 | 180,000 | 111,320 | 29,017 | 10,120 | 330,457 |
| 2046 | 191,000 | 101,420 | 29,597 | 9,220 | 331,237 |
| 2047 | 200,000 | 90,915 | 30,189 | 8,265 | 329,369 |
| 2048 | 211,000 | 79,915 | 30,793 | 7,265 | 328,973 |
| 2049 | 222,000 | 68,310 | 31,409 | 6,210 | 327,929 |
| 2050 | 235,000 | 56,100 | 32,037 | 5,100 | 328,237 |
| 2051 | 248,000 | 43,175 | 32,678 | 3,925 | 327,778 |
| 2052 | 261,000 | 29,535 | 33,331 | 2,685 | 326,551 |
| 2053 | 276,000 | 15,180 | 33,998 | 1,380 | 326,558 |
| **Total** | **$ 4,245,000** | **$ 4,225,058** | **$ 757,512** | **$ 390,560** | **$ 9,618,130** |

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

# EXHIBIT H-3 - IMPROVEMENT AREA #3 TOTAL ANNUAL INSTALLMENT SCHEDULE

| | Major Improvement Area Bonds | | | | Improvement Area #3 Bonds | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs | Additional Interest [c] | Principal | Interest [b] | Annual Collection Costs | Additional Interest [c] | Total Annual Installment |
| 2025 | $ 49,744 | $ 100,665 | $ 9,914 | $ 12,086 | $ 71,000 | $ 224,860 | $ 19,527 | $ 21,225 | $ 509,022 |
| 2026 | 52,853 | 99,111 | 10,112 | 11,837 | 72,000 | 221,665 | 19,918 | 20,870 | 508,366 |
| 2027 | 54,407 | 97,459 | 10,314 | 11,573 | 75,000 | 218,425 | 20,316 | 20,510 | 508,005 |
| 2028 | 55,962 | 95,419 | 10,521 | 11,301 | 79,000 | 215,050 | 20,723 | 20,135 | 508,110 |
| 2029 | 57,516 | 93,320 | 10,731 | 11,021 | 83,000 | 211,495 | 21,137 | 19,740 | 507,961 |
| 2030 | 60,625 | 91,163 | 10,946 | 10,734 | 85,000 | 207,760 | 21,560 | 19,325 | 507,113 |
| 2031 | 62,180 | 88,890 | 11,165 | 10,431 | 90,000 | 203,935 | 21,991 | 18,900 | 507,491 |
| 2032 | 65,289 | 86,558 | 11,388 | 10,120 | 94,000 | 199,210 | 22,431 | 18,450 | 507,446 |
| 2033 | 68,398 | 83,865 | 11,616 | 9,793 | 98,000 | 194,275 | 22,879 | 17,980 | 506,806 |
| 2034 | 71,507 | 81,044 | 11,848 | 9,451 | 103,000 | 189,130 | 23,337 | 17,490 | 506,807 |
| 2035 | 74,616 | 78,094 | 12,085 | 9,094 | 108,000 | 183,723 | 23,804 | 16,975 | 506,390 |
| 2036 | 77,725 | 75,016 | 12,327 | 8,721 | 113,000 | 178,053 | 24,280 | 16,435 | 505,556 |
| 2037 | 80,834 | 71,810 | 12,573 | 8,332 | 119,000 | 172,120 | 24,765 | 15,870 | 505,305 |
| 2038 | 83,943 | 68,476 | 12,825 | 7,928 | 126,000 | 165,873 | 25,261 | 15,275 | 505,579 |
| 2039 | 87,052 | 65,013 | 13,081 | 7,508 | 133,000 | 159,258 | 25,766 | 14,645 | 505,323 |
| 2040 | 91,715 | 61,422 | 13,343 | 7,073 | 139,000 | 152,275 | 26,281 | 13,980 | 505,089 |
| 2041 | 94,824 | 57,639 | 13,610 | 6,614 | 147,000 | 144,978 | 26,807 | 13,285 | 504,756 |
| 2042 | 99,488 | 53,727 | 13,882 | 6,140 | 154,000 | 137,260 | 27,343 | 12,550 | 504,390 |
| 2043 | 104,151 | 49,375 | 14,159 | 5,643 | 162,000 | 129,175 | 27,890 | 11,780 | 504,173 |
| 2044 | 108,815 | 44,818 | 14,443 | 5,122 | 170,000 | 120,670 | 28,448 | 10,970 | 503,285 |
| 2045 | 113,478 | 40,057 | 14,731 | 4,578 | 180,000 | 111,320 | 29,017 | 10,120 | 503,302 |
| 2046 | 118,142 | 35,093 | 15,026 | 4,011 | 191,000 | 101,420 | 29,597 | 9,220 | 503,508 |
| 2047 | 124,360 | 29,924 | 15,327 | 3,420 | 200,000 | 90,915 | 30,189 | 8,265 | 502,399 |
| 2048 | 130,578 | 24,483 | 15,633 | 2,798 | 211,000 | 79,915 | 30,793 | 7,265 | 502,465 |
| 2049 | 136,796 | 18,771 | 15,946 | 2,145 | 222,000 | 68,310 | 31,409 | 6,210 | 501,586 |
| 2050 | 143,014 | 12,786 | 16,265 | 1,461 | 235,000 | 56,100 | 32,037 | 5,100 | 501,762 |
| 2051 | 149,232 | 6,529 | 16,590 | 746 | 248,000 | 43,175 | 32,678 | 3,925 | 500,874 |
| 2052 | - | - | - | - | 261,000 | 29,535 | 33,331 | 2,685 | 326,551 |
| 2053 | - | - | - | - | 276,000 | 15,180 | 33,998 | 1,380 | 326,558 |
| **Total** | **$ 2,417,242** | **$ 1,710,527** | **$ 350,398** | **$ 199,683** | **$ 4,245,000** | **$ 4,225,058** | **$ 757,512** | **$ 390,560** | **$ 14,295,979** |

[a] Interest is calculated at the actual rate of the Major Improvement Area PID Bonds.
[b] Interest is calculated at the actual rate of the Improvement Area #3 PID Bonds.
[c] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

# EXHIBIT I-1 - IMPROVEMENT AREA #4 ASSESSMENT ROLL

| | | | Improvement Area #4 | |
|---|---|---|---|---|
| Parcel ID | Legal Description | Lot Type | Outstanding Assessment [c] | Annual Installment Due 1/31/2025 [c] |
| 248072 | Abs. 154, Sur. 52, AC Caldwell | Initial Parcel | $ 656,300.72 | $ - |
| 248122 [a] | Abs. 456, Sur. 64, L Kimbro | Initial Parcel | $ 686,398.75 | $ - |
| 477399 [b] | Lot 2, J F Nagle Estates | Initial Parcel | $ 304,590.13 | $ - |
| 704716 | Abs. 154, Sur. 52, AC Caldwell | Initial Parcel | $ 630,781.17 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block B Lot 1 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block B Lot 2 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block B Lot 3 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block B Lot 4 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block B Lot 5 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block B Lot 6 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block B Lot 7 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block B Lot 8 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block B Lot 9 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block B Lot 10 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block B Lot 11 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block D Lot 12 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block D Lot 13 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block D Lot 14 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block D Lot 15 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block D Lot 16 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block D Lot 17 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block D Lot 18 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD | Manor Heights Phase 4 Section A Block E Lot 1 | Non-Benefited | $ - | $ - |
| TBD | Manor Heights Phase 4 Section A Block E Lot 2 | Non-Benefited | $ - | $ - |
| TBD | Manor Heights Phase 4 Section A Block F Lot 1 | Non-Benefited | $ - | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 2 | Lot Type 8 | $ 11,606.66 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 3 | Lot Type 8 | $ 11,606.66 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 4 | Lot Type 8 | $ 11,606.66 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 5 | Lot Type 8 | $ 11,606.66 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 6 | Lot Type 8 | $ 11,606.66 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 7 | Lot Type 8 | $ 11,606.66 | $ - |
| TBD | Manor Heights Phase 4 Section A Block F Lot 8 | Non-Benefited | $ - | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 9 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 10 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 11 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 12 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 13 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 14 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 15 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 16 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 17 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD | Manor Heights Phase 4 Section A Block G Lot 1 | Non-Benefited | $ - | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 2 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 3 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 4 | Lot Type 7 | $ 10,551.51 | $ - |

| | | | Improvement Area #4 | |
|---|---|---|---|---|
| Parcel ID | Legal Description | Lot Type | Outstanding Assessment [c] | Annual Installment Due 1/31/2025 [c] |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 5 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 6 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 7 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 8 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 9 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 10 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 11 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 12 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 13 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 14 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 15 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 16 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 17 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 18 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 19 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 20 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 21 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 22 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 23 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 24 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 25 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 26 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 27 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 28 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 29 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 30 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 31 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 32 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 33 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 34 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 35 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 36 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 37 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 38 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 39 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 40 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 41 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 42 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 43 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 44 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 1 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 2 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 3 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 4 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 5 | Lot Type 7 | $ 10,551.51 | $ - |

| | | | Improvement Area #4 | |
|---|---|---|---|---|
| Parcel ID | Legal Description | Lot Type | Outstanding Assessment [c] | Annual Installment Due 1/31/2025 [c] |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 6 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 7 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 8 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 9 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 10 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 11 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 12 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 13 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 14 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 15 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 16 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 17 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 18 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 19 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 20 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 21 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 1 | Lot Type 8 | $ 11,606.66 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 2 | Lot Type 8 | $ 11,606.66 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 3 | Lot Type 8 | $ 11,606.66 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 4 | Lot Type 8 | $ 11,606.66 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 5 | Lot Type 8 | $ 11,606.66 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 6 | Lot Type 8 | $ 11,606.66 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 7 | Lot Type 8 | $ 11,606.66 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 8 | Lot Type 8 | $ 11,606.66 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 9 | Lot Type 8 | $ 11,606.66 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 10 | Lot Type 8 | $ 11,606.66 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 11 | Lot Type 8 | $ 11,606.66 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 12 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 13 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 14 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 15 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 16 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 17 | Lot Type 8 | $ 11,606.66 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 18 | Lot Type 8 | $ 11,606.66 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 19 | Lot Type 8 | $ 11,606.66 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 20 | Lot Type 8 | $ 11,606.66 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 21 | Lot Type 8 | $ 11,606.66 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 22 | Lot Type 8 | $ 11,606.66 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 23 | Lot Type 8 | $ 11,606.66 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 24 | Lot Type 8 | $ 11,606.66 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 25 | Lot Type 8 | $ 11,606.66 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 26 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 27 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 28 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 29 | Lot Type 7 | $ 10,551.51 | $ - |

| | | | Improvement Area #4 | |
|---|---|---|---|---|
| Parcel ID | Legal Description | Lot Type | Outstanding Assessment [c] | Annual Installment Due 1/31/2025 [c] |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 30 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 31 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 32 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 33 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 34 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 35 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 36 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 37 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 38 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 39 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 40 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 41 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 1 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 2 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 3 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 4 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 5 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 6 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 7 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 8 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 9 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 10 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 11 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 12 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 13 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 14 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 15 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 16 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 17 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block K Lot 1 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block K Lot 2 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block K Lot 3 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block K Lot 4 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block K Lot 5 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block K Lot 6 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block K Lot 7 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block K Lot 8 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block K Lot 9 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block K Lot 10 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block K Lot 11 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block K Lot 12 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block K Lot 13 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block K Lot 14 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 1 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 2 | Lot Type 7 | $ 10,551.51 | $ - |

| | | | Improvement Area #4 | |
|---|---|---|---|---|
| Parcel ID | Legal Description | Lot Type | Outstanding Assessment [c] | Annual Installment Due 1/31/2025 [c] |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 3 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 4 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 5 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 6 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 7 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 8 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 9 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 10 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 11 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 12 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 13 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 14 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 15 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 16 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 17 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 18 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 19 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 20 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block M Lot 11 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block M Lot 12 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block M Lot 13 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block M Lot 14 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block M Lot 15 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block M Lot 16 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block M Lot 17 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block M Lot 18 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block M Lot 19 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block M Lot 20 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD | Manor Heights Phase 4 Section A Block O Lot 21 | Non-Benefited | $ - | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 1 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 2 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 3 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 4 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 5 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 6 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD | Manor Heights Phase 4 Section B Block A Lot 7 | Non-Benefited | $ - | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 8 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 9 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 10 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 11 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 12 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 13 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 14 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 15 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 16 | Lot Type 7 | $ 10,551.51 | $ - |

| | | | Improvement Area #4 | |
|---|---|---|---|---|
| Parcel ID | Legal Description | Lot Type | Outstanding Assessment [c] | Annual Installment Due 1/31/2025 [c] |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 17 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 18 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 19 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 20 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 21 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 22 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 23 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 24 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 25 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 26 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD | Manor Heights Phase 4 Section B Block C Lot 1 | Non-Benefited | $ - | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 2 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 3 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 4 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 5 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 6 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 7 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 8 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 9 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 10 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 11 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 12 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 13 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 14 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 15 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 16 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 17 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 18 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 19 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 20 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 21 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 1 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 2 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 3 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 4 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 5 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 6 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 7 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 8 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 9 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD | Manor Heights Phase 4 Section B Block D Lot 10 | Non-Benefited | $ - | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 19 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 20 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 21 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 22 | Lot Type 7 | $ 10,551.51 | $ - |

| Parcel ID | Legal Description | Lot Type | Improvement Area #4 Outstanding Assessment [c] | Improvement Area #4 Annual Installment Due 1/31/2025 [c] |
|---|---|---|---|---|
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 23 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 24 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 25 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 26 | Lot Type 7 | $ 10,551.51 | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 27 | Lot Type 7 | $ 10,551.51 | $ - |
| **Total** | | | **$ 5,070,000.00** | **$ -** |

Notes:

*[a] For billing purposes only, until platted parcels within the Manor Heights Phase 4 Section A Final Plat, which is located within initial parcel 248122, are assigned a property ID by the Appraisal District, the Assessment and Annual Installment will be billed to initial parcel 248122. The IA#4 Assessment allocable to initial parcel 248122 is $2,813,582.93. The IA#4 Annual Installment due 1/31/2025 allocable to initial parcel 248122 is $0.00.*

*[b] For billing purposes only, until platted parcels within the Manor Heights Phase 4 Section B Final Plat, which is located within initial parcel 477399, are assigned a property ID by the Appraisal District, the Assessment and Annual Installment will be billed to initial parcel 477399. The IA#4 Assessment allocable to initial parcel 477399 is $969,335.19. The IA#4 Annual Installment due 1/31/2025 allocable to initial parcel 477399 is $0.00.*

*[c] For billing purposes only, until a plat has been recorded within the Improvement Area #4 Initial Parcel, the Annual Installment will be billed to each Tax Parcel within the Major Improvement Area Initial Parcel based on the acreage of the Tax Parcel as calculated by the Appraisal District. Totals may not sum due to rounding.*

# EXHIBIT I-2 - IMPROVEMENT AREA #4 BONDS ANNUAL INSTALLMENT SCHEDULE

| Installment Due 1/31 | Principal | Interest [a] | Capitalized Interest | Additional Interest [b] | Annual Collection Costs | Annual Installment |
|---|---|---|---|---|---|---|
| 2025 | $ - | $ 414,050 | $ (414,050) | $ - | $ - | $ - |
| 2026 | 59,000 | $ 310,538 | $ - | 25,350 | 31,212 | 426,100 |
| 2027 | 63,000 | $ 306,924 | $ - | 25,055 | 31,836 | 426,815 |
| 2028 | 67,000 | $ 303,065 | $ - | 24,740 | 32,473 | 427,278 |
| 2029 | 72,000 | $ 298,961 | $ - | 24,405 | 33,122 | 428,489 |
| 2030 | 75,000 | $ 294,551 | $ - | 24,045 | 33,785 | 427,381 |
| 2031 | 80,000 | $ 289,958 | $ - | 23,670 | 34,461 | 428,088 |
| 2032 | 84,000 | $ 285,058 | $ - | 23,270 | 35,150 | 427,477 |
| 2033 | 88,000 | $ 279,913 | $ - | 22,850 | 35,853 | 426,615 |
| 2034 | 93,000 | $ 274,523 | $ - | 22,410 | 36,570 | 426,502 |
| 2035 | 98,000 | $ 268,826 | $ - | 21,945 | 37,301 | 426,072 |
| 2036 | 104,000 | $ 262,824 | $ - | 21,455 | 38,047 | 426,326 |
| 2037 | 111,000 | $ 256,454 | $ - | 20,935 | 38,808 | 427,197 |
| 2038 | 118,000 | $ 249,655 | $ - | 20,380 | 39,584 | 427,619 |
| 2039 | 125,000 | $ 242,428 | $ - | 19,790 | 40,376 | 427,594 |
| 2040 | 132,000 | $ 234,771 | $ - | 19,165 | 41,184 | 427,120 |
| 2041 | 141,000 | $ 226,686 | $ - | 18,505 | 42,007 | 428,198 |
| 2042 | 149,000 | $ 218,050 | $ - | 17,800 | 42,847 | 427,697 |
| 2043 | 158,000 | $ 208,924 | $ - | 17,055 | 43,704 | 427,683 |
| 2044 | 167,000 | $ 199,246 | $ - | 16,265 | 44,578 | 427,090 |
| 2045 | 178,000 | $ 189,018 | $ - | 15,430 | 45,470 | 427,917 |
| 2046 | 189,000 | $ 178,115 | $ - | 14,540 | 46,379 | 428,034 |
| 2047 | 200,000 | $ 166,539 | $ - | 13,595 | 47,307 | 427,441 |
| 2048 | 212,000 | $ 154,289 | $ - | 12,595 | 48,253 | 427,137 |
| 2049 | 225,000 | $ 141,304 | $ - | 11,535 | 49,218 | 427,057 |
| 2050 | 239,000 | $ 127,523 | $ - | 10,410 | 50,203 | 427,135 |
| 2051 | 254,000 | $ 112,884 | $ - | 9,215 | 51,207 | 427,305 |
| 2052 | 497,000 | $ 97,326 | $ - | 7,945 | 52,231 | 654,502 |
| 2053 | 529,000 | $ 66,885 | $ - | 5,460 | 53,275 | 654,620 |
| 2054 | 563,000 | $ 34,484 | $ - | 2,815 | 54,341 | 654,640 |
| **Total** | **$ 5,070,000** | **$ 6,693,768** | **$ (414,050)** | **$ 512,630** | **$ 1,210,783** | **$ 13,073,131** |

[a] Interest is calculated at a rate of 6.125% for illustrative purposes.

[b] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

# EXHIBIT I-3 - IMPROVEMENT AREA #4 TOTAL ANNUAL INSTALLMENT SCHEDULE

| | Major Improvement Area Bonds | | | | Improvement Area #4 Bonds | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs | Additional Interest [c] | Principal | Interest [b] | Capitalized Interest | Additional Interest [c] | Annual Collection Costs | Total Annual Installment |
| 2025 | $ 65,284 | $ 132,113 | $ 13,011 | $ 15,862 | $ - | $ 414,050 | $ (414,050) | $ - | $ - | $ 226,270 |
| 2026 | 69,364 | 130,073 | 13,271 | 15,536 | 59,000 | 310,538 | $ - | 25,350 | 31,212 | 654,343 |
| 2027 | 71,404 | 127,905 | 13,537 | 15,189 | 63,000 | 306,924 | $ - | 25,055 | 31,836 | 654,850 |
| 2028 | 73,444 | 125,228 | 13,807 | 14,832 | 67,000 | 303,065 | $ - | 24,740 | 32,473 | 654,589 |
| 2029 | 75,484 | 122,474 | 14,083 | 14,464 | 72,000 | 298,961 | $ - | 24,405 | 33,122 | 654,995 |
| 2030 | 79,565 | 119,643 | 14,365 | 14,087 | 75,000 | 294,551 | $ - | 24,045 | 33,785 | 655,041 |
| 2031 | 81,605 | 116,659 | 14,652 | 13,689 | 80,000 | 289,958 | $ - | 23,670 | 34,461 | 654,694 |
| 2032 | 85,685 | 113,599 | 14,945 | 13,281 | 84,000 | 285,058 | $ - | 23,270 | 35,150 | 654,988 |
| 2033 | 89,765 | 110,064 | 15,244 | 12,853 | 88,000 | 279,913 | $ - | 22,850 | 35,853 | 654,542 |
| 2034 | 93,846 | 106,362 | 15,549 | 12,404 | 93,000 | 274,523 | $ - | 22,410 | 36,570 | 654,663 |
| 2035 | 97,926 | 102,491 | 15,860 | 11,935 | 98,000 | 268,826 | $ - | 21,945 | 37,301 | 654,284 |
| 2036 | 102,006 | 98,451 | 16,177 | 11,445 | 104,000 | 262,824 | $ - | 21,455 | 38,047 | 654,406 |
| 2037 | 106,086 | 94,243 | 16,501 | 10,935 | 111,000 | 256,454 | $ - | 20,935 | 38,808 | 654,963 |
| 2038 | 110,166 | 89,867 | 16,831 | 10,405 | 118,000 | 249,655 | $ - | 20,380 | 39,584 | 654,889 |
| 2039 | 114,247 | 85,323 | 17,168 | 9,854 | 125,000 | 242,428 | $ - | 19,790 | 40,376 | 654,185 |
| 2040 | 120,367 | 80,610 | 17,511 | 9,283 | 132,000 | 234,771 | $ - | 19,165 | 41,184 | 654,891 |
| 2041 | 124,447 | 75,645 | 17,861 | 8,681 | 141,000 | 226,686 | $ - | 18,505 | 42,007 | 654,833 |
| 2042 | 130,568 | 70,512 | 18,218 | 8,058 | 149,000 | 218,050 | $ - | 17,800 | 42,847 | 655,054 |
| 2043 | 136,688 | 64,799 | 18,583 | 7,406 | 158,000 | 208,924 | $ - | 17,055 | 43,704 | 655,159 |
| 2044 | 142,808 | 58,819 | 18,954 | 6,722 | 167,000 | 199,246 | $ - | 16,265 | 44,578 | 654,394 |
| 2045 | 148,929 | 52,571 | 19,334 | 6,008 | 178,000 | 189,018 | $ - | 15,430 | 45,470 | 654,759 |
| 2046 | 155,049 | 46,056 | 19,720 | 5,264 | 189,000 | 178,115 | $ - | 14,540 | 46,379 | 654,123 |
| 2047 | 163,210 | 39,272 | 20,115 | 4,488 | 200,000 | 166,539 | $ - | 13,595 | 47,307 | 654,526 |
| 2048 | 171,370 | 32,132 | 20,517 | 3,672 | 212,000 | 154,289 | $ - | 12,595 | 48,253 | 654,828 |
| 2049 | 179,531 | 24,634 | 20,927 | 2,815 | 225,000 | 141,304 | $ - | 11,535 | 49,218 | 654,965 |
| 2050 | 187,691 | 16,780 | 21,346 | 1,918 | 239,000 | 127,523 | $ - | 10,410 | 50,203 | 654,870 |
| 2051 | 195,852 | 8,569 | 21,773 | 979 | 254,000 | 112,884 | $ - | 9,215 | 51,207 | 654,477 |
| 2052 | - | - | - | - | 497,000 | 97,326 | $ - | 7,945 | 52,231 | 654,502 |
| 2053 | - | - | - | - | 529,000 | 66,885 | $ - | 5,460 | 53,275 | 654,620 |
| 2054 | - | - | - | - | 563,000 | 34,484 | $ - | 2,815 | 54,341 | 654,640 |
| **Total** | **$ 3,172,387** | **$ 2,244,895** | **$ 459,862** | **$ 262,064** | **$ 5,070,000** | **$ 6,693,768** | **$ (414,050)** | **$ 512,630** | **$ 1,210,783** | **$ 19,212,337** |

[a] Interest is calculated at the actual rate of the Major Improvement Area PID Bonds.
[b] Interest is calculated at a rate of 6.125% for illustrative purposes.
[c] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

# EXHIBIT J-1 - MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

| | | | | Major Improvement Area | |
|---|---|---|---|---|---|
| Parcel ID | Legal Description | Improvement Area | Lot Type | Outstanding Assessment [c] | Annual Installment Due 1/31/2025 [c] |
| 248072 | Abs. 154, Sur. 52, AC Caldwell | IA#4 | Initial Parcel | $ 184,518.72 | $ 13,160.68 |
| 248122 [a] | Abs. 456, Sur. 64, L Kimbro | IA#4 | Initial Parcel | $ 791,037.87 | $ 56,420.26 |
| 477399 [b] | Lot 2, J F Nagle Estates | IA#4 | Initial Parcel | $ 272,528.25 | $ 19,437.90 |
| 704716 | Abs. 154, Sur. 52, AC Caldwell | IA#4 | Initial Parcel | $ 177,343.91 | $ 12,648.94 |
| 958419 | Manor Heights PHS 2 Sec 1B Blk M Lot 1 | MIA | Initial Parcel | $ 62,424.82 | $ 4,452.42 |
| 236952 | Abs. 154, Sur. 52, AC Caldwell | MIA | Initial Parcel | $ 1,942,841.65 | $ 138,572.15 |
| 902644 | Abs. 154, Sur. 52, AC Caldwell | MIA | Initial Parcel | $ 180,103.99 | $ 12,845.82 |
| 958418 | Manor Heights PHS 2 Sec 1B Blk M Lot 2 | IA#3 | Condo Parcel | $ 490,840.42 | $ 35,008.62 |
| 966229 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 8 (DRAINAGE) | IA#3 | Non-Benefited | $ - | $ - |
| 965955 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 50 (PARKLAND) | IA#3 | Non-Benefited | $ - | $ - |
| 966065 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 27 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 965943 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 38 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965944 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 39 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965945 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 40 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965946 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 41 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965947 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 42 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965948 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 43 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965949 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 44 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965950 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 45 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965951 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 46 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965952 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 47 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965953 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 48 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965954 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 49 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965956 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 51 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965957 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 52 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965958 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 53 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965959 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 54 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965960 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 55 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965961 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 56 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965962 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 57 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965963 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 58 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965964 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 59 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 965965 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 60 (LANDSCAPE) | IA#3 | Non-Benefited | $ - | $ - |
| 965966 | MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 8 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965967 | MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 7 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965968 | MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 6 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965969 | MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 5 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965970 | MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 4 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965971 | MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 3 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965972 | MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 2 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965973 | MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 1 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965974 | MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 18 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965975 | MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 17 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965976 | MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 16 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965977 | MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 15 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965978 | MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 14 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965979 | MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 13 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965980 | MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 12 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965981 | MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 11 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965983 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 46 (LANDSCAPE) | IA#3 | Non-Benefited | $ - | $ - |
| 965984 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 45 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 965985 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 44 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 965986 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 43 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 965987 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 42 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 965988 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 41 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 965989 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 40 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 965990 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 39 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 965991 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 38 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 965992 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 37 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |

| Parcel ID | Legal Description | Improvement Area | Lot Type | Major Improvement Area | |
|---|---|---|---|---|---|
| | | | | Outstanding Assessment [c] | Annual Installment Due 1/31/2025 [c] |
| 965993 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 36 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 965994 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 35 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 965995 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 34 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 965996 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 33 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 965997 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 32 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 965998 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 31 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 965999 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 30 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966000 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 29 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966001 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 28 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966002 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 27 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966003 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 26 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966004 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 25 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966005 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 24 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966006 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 23 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966007 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 22 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966008 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 21 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966009 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 22 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966010 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 21 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966011 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 20 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966012 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 19 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966013 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 18 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966014 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 17 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966015 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 16 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966016 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 15 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966017 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 14 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966018 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 13 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966019 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 12 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966020 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 11 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966021 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 10 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966022 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 9 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966023 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 8 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966024 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 7 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966025 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 6 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966026 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 5 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966027 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 4 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966028 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 3 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966029 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 2 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966030 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 1 (LANDSCAPE) | IA#3 | Non-Benefited | $ - | $ - |
| 966031 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 24 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966032 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 23 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966033 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 22 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966034 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 21 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966035 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 20 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966036 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 19 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966037 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 18 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966038 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 17 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966039 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 16 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966040 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 15 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966041 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 14 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966042 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 13 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966043 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 12 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966044 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 11 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966045 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 10 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966046 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 9 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966047 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 8 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966048 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 7 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966049 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 6 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966050 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 5 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966051 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 4 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966052 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 3 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |

| | | | | Major Improvement Area | |
|---|---|---|---|---|---|
| Parcel ID | Legal Description | Improvement Area | Lot Type | Outstanding Assessment [c] | Annual Installment Due 1/31/2025 [c] |
| 966053 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 2 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966054 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 1 (LANDSCAPE) | IA#3 | Non-Benefited | $ - | $ - |
| 966055 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 14 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966056 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 13 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966057 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 12 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966058 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 11 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966059 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 10 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966060 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 9 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966061 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 8 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966062 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 7 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966063 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 28 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966064 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 29 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966066 | MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 10 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966067 | MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 9 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966069 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 30 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966070 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 31 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966071 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 32 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966072 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 33 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966073 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 34 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966074 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 35 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966075 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 36 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966076 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 37 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966077 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 6 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966078 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 5 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966079 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 4 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966080 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 3 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966081 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 2 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966082 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 1 (LANDSCAPE) | IA#3 | Non-Benefited | $ - | $ - |
| 966083 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 26 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966084 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 25 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966085 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 24 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966086 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 23 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966087 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 22 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966088 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 21 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966089 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 20 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966090 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 19 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966091 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 18 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966092 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 17 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966093 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 16 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966094 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 15 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966095 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 25 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966124 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 20 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966125 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 19 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966126 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 12 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966127 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 11 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966128 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 10 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966129 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 9 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966130 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 8 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966131 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 7 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966132 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 6 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966133 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 5 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966134 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 4 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966135 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 3 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966136 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 2 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966137 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 1 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966138 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 1 (LANDSCAPE) | IA#3 | Non-Benefited | $ - | $ - |
| 966139 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 2 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966140 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 3 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966141 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 4 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966142 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 5 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |

| Parcel ID | Legal Description | Improvement Area | Lot Type | Major Improvement Area | |
|---|---|---|---|---|---|
| | | | | Outstanding Assessment [c] | Annual Installment Due 1/31/2025 [c] |
| 966143 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 6 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966144 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 7 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966145 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 8 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966146 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 9 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966147 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 10 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966148 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 11 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966149 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 12 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966150 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 13 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966151 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 14 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966152 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 15 (DRAINAGE) | IA#3 | Non-Benefited | $ - | $ - |
| 966153 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 16 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966154 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 17 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966155 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 18 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966156 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 19 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966157 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 20 (LANDSCAPE) | IA#3 | Non-Benefited | $ - | $ - |
| 966158 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 37 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966159 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 36 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966160 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 35 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966161 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 34 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966162 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 33 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966163 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 32 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966164 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 31 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966165 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 30 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966166 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 29 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966167 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 28 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966168 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 27 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966169 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 26 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966170 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 25 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966171 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 24 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966172 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 23 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966173 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 22 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966174 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 21 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966175 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 20 (LANDSCAPE) | IA#3 | Non-Benefited | $ - | $ - |
| 966176 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 19 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966177 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 18 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966178 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 17 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966179 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 16 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966180 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 15 (DRAINAGE) | IA#3 | Non-Benefited | $ - | $ - |
| 966181 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 14 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966182 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 13 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966183 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 12 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966184 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 11 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966185 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 10 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966186 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 9 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966187 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 8 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966188 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 7 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966189 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 6 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966190 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 5 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966191 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 4 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966192 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 3 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966193 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 2 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966194 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 1 (LANDSCAPE) | IA#3 | Non-Benefited | $ - | $ - |
| 966196 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 26 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966197 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 25 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966198 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 24 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966199 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 23 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966200 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 22 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966201 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 21 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966202 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 20 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966203 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 19 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |

| | | | | Major Improvement Area | |
|---|---|---|---|---|---|
| Parcel ID | Legal Description | Improvement Area | Lot Type | Outstanding Assessment [c] | Annual Installment Due 1/31/2025 [c] |
| 966204 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 18 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966205 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 17 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966206 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 16 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966207 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 15 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966208 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 14 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966209 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 13 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966210 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 12 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966211 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 11 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966212 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 10 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966213 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 9 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966214 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 8 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966215 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 7 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966216 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 6 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966217 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 5 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966218 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 4 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966219 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 3 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966220 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 2 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966221 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 1 (LANDSCAPE) | IA#3 | Non-Benefited | $ - | $ - |
| 966222 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 1 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966223 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 2 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966224 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 3 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966225 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 4 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966226 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 5 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966227 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 6 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966228 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 7 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966230 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 9 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966231 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 10 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966232 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 11 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966233 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 12 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966234 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 13 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966235 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 14 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966236 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 15 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966237 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 16 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966238 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 17 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966239 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 18 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966240 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 19 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966241 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 20 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966242 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 21 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966243 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 22 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966244 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 23 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966245 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 24 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966246 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 25 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966247 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 26 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966098 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 18 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966099 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 17 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966100 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 16 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966101 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 15 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966102 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 14 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966103 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 13 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966104 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 12 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966105 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 11 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966106 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 10 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966107 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 9 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966108 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 8 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966109 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 7 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966110 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 6 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966111 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 5 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966112 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 4 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966113 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 3 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |

| Parcel ID | Legal Description | Improvement Area | Lot Type | Major Improvement Area | |
|---|---|---|---|---|---|
| | | | | Outstanding Assessment [c] | Annual Installment Due 1/31/2025 [c] |
| 966114 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 2 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966115 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 1 (LANDSCAPE) | IA#3 | Non-Benefited | $ - | $ - |
| 966116 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 20 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966117 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 19 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966118 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 18 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966119 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 17 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966120 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 16 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966121 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 15 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966122 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 14 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| 966123 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 13 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.11 |
| TBD [a] | Manor Heights Phase 4 Section A Block B Lot 1 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block B Lot 2 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block B Lot 3 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block B Lot 4 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block B Lot 5 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block B Lot 6 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block B Lot 7 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block B Lot 8 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block B Lot 9 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block B Lot 10 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block B Lot 11 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block D Lot 12 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block D Lot 13 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block D Lot 14 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block D Lot 15 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block D Lot 16 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block D Lot 17 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block D Lot 18 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD | Manor Heights Phase 4 Section A Block E Lot 1 | IA#4 | Non-Benefited | $ - | $ - |
| TBD | Manor Heights Phase 4 Section A Block E Lot 2 | IA#4 | Non-Benefited | $ - | $ - |
| TBD | Manor Heights Phase 4 Section A Block F Lot 1 | IA#4 | Non-Benefited | $ - | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 2 | IA#4 | Lot Type 8 | $ 7,262.49 | $ 517.99 |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 3 | IA#4 | Lot Type 8 | $ 7,262.49 | $ 517.99 |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 4 | IA#4 | Lot Type 8 | $ 7,262.49 | $ 517.99 |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 5 | IA#4 | Lot Type 8 | $ 7,262.49 | $ 517.99 |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 6 | IA#4 | Lot Type 8 | $ 7,262.49 | $ 517.99 |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 7 | IA#4 | Lot Type 8 | $ 7,262.49 | $ 517.99 |
| TBD | Manor Heights Phase 4 Section A Block F Lot 8 | IA#4 | Non-Benefited | $ - | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 9 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 10 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 11 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 12 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 13 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 14 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 15 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 16 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block F Lot 17 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD | Manor Heights Phase 4 Section A Block G Lot 1 | IA#4 | Non-Benefited | $ - | $ - |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 2 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 3 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 4 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 5 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 6 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 7 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 8 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 9 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 10 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 11 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 12 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 13 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 14 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |

| Parcel ID | Legal Description | Improvement Area | Lot Type | Major Improvement Area | |
|---|---|---|---|---|---|
| | | | | Outstanding Assessment [c] | Annual Installment Due 1/31/2025 [c] |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 15 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 16 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 17 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 18 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 19 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 20 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 21 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 22 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 23 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 24 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 25 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 26 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 27 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 28 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 29 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 30 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 31 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 32 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 33 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 34 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 35 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 36 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 37 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 38 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 39 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 40 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 41 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 42 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 43 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block G Lot 44 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 1 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 2 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 3 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 4 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 5 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 6 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 7 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 8 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 9 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 10 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 11 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 12 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 13 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 14 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 15 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 16 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 17 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 18 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 19 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 20 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block H Lot 21 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 1 | IA#4 | Lot Type 8 | $ 7,262.49 | $ 517.99 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 2 | IA#4 | Lot Type 8 | $ 7,262.49 | $ 517.99 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 3 | IA#4 | Lot Type 8 | $ 7,262.49 | $ 517.99 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 4 | IA#4 | Lot Type 8 | $ 7,262.49 | $ 517.99 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 5 | IA#4 | Lot Type 8 | $ 7,262.49 | $ 517.99 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 6 | IA#4 | Lot Type 8 | $ 7,262.49 | $ 517.99 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 7 | IA#4 | Lot Type 8 | $ 7,262.49 | $ 517.99 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 8 | IA#4 | Lot Type 8 | $ 7,262.49 | $ 517.99 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 9 | IA#4 | Lot Type 8 | $ 7,262.49 | $ 517.99 |

| | | | | Major Improvement Area | |
|---|---|---|---|---|---|
| Parcel ID | Legal Description | Improvement Area | Lot Type | Outstanding Assessment [c] | Annual Installment Due 1/31/2025 [c] |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 10 | IA#4 | Lot Type 8 | $ 7,262.49 | $ 517.99 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 11 | IA#4 | Lot Type 8 | $ 7,262.49 | $ 517.99 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 12 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 13 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 14 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 15 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 16 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 17 | IA#4 | Lot Type 8 | $ 7,262.49 | $ 517.99 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 18 | IA#4 | Lot Type 8 | $ 7,262.49 | $ 517.99 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 19 | IA#4 | Lot Type 8 | $ 7,262.49 | $ 517.99 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 20 | IA#4 | Lot Type 8 | $ 7,262.49 | $ 517.99 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 21 | IA#4 | Lot Type 8 | $ 7,262.49 | $ 517.99 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 22 | IA#4 | Lot Type 8 | $ 7,262.49 | $ 517.99 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 23 | IA#4 | Lot Type 8 | $ 7,262.49 | $ 517.99 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 24 | IA#4 | Lot Type 8 | $ 7,262.49 | $ 517.99 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 25 | IA#4 | Lot Type 8 | $ 7,262.49 | $ 517.99 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 26 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 27 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 28 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 29 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 30 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 31 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 32 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 33 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 34 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 35 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 36 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 37 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 38 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 39 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 40 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block I Lot 41 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 1 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 2 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 3 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 4 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 5 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 6 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 7 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 8 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 9 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 10 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 11 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 12 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 13 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 14 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 15 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 16 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block J Lot 17 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block K Lot 1 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block K Lot 2 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block K Lot 3 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block K Lot 4 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block K Lot 5 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block K Lot 6 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block K Lot 7 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block K Lot 8 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block K Lot 9 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block K Lot 10 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block K Lot 11 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |

| | | | | Major Improvement Area | |
|---|---|---|---|---|---|
| Parcel ID | Legal Description | Improvement Area | Lot Type | Outstanding Assessment [c] | Annual Installment Due 1/31/2025 [c] |
| TBD [a] | Manor Heights Phase 4 Section A Block K Lot 12 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block K Lot 13 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block K Lot 14 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 1 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 2 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 3 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 4 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 5 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 6 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 7 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 8 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 9 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 10 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 11 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 12 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 13 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 14 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 15 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 16 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 17 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 18 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 19 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block L Lot 20 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block M Lot 11 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block M Lot 12 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block M Lot 13 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block M Lot 14 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block M Lot 15 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block M Lot 16 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block M Lot 17 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block M Lot 18 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block M Lot 19 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [a] | Manor Heights Phase 4 Section A Block M Lot 20 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD | Manor Heights Phase 4 Section A Block O Lot 21 | IA#4 | Non-Benefited | $ - | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 1 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 2 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 3 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 4 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 5 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 6 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD | Manor Heights Phase 4 Section B Block A Lot 7 | IA#4 | Non-Benefited | $ - | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 8 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 9 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 10 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 11 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 12 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 13 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 14 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 15 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 16 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 17 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 18 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 19 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 20 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 21 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 22 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 23 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 24 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 25 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block A Lot 26 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |

| Parcel ID | Legal Description | Improvement Area | Lot Type | Major Improvement Area | |
|---|---|---|---|---|---|
| | | | | Outstanding Assessment [c] | Annual Installment Due 1/31/2025 [c] |
| TBD | Manor Heights Phase 4 Section B Block C Lot 1 | IA#4 | Non-Benefited | $ - | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 2 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 3 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 4 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 5 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 6 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 7 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 8 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 9 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 10 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 11 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 12 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 13 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 14 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 15 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 16 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 17 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 18 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 19 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 20 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block C Lot 21 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 1 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 2 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 3 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 4 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 5 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 6 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 7 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 8 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 9 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD | Manor Heights Phase 4 Section B Block D Lot 10 | IA#4 | Non-Benefited | $ - | $ - |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 19 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 20 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 21 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 22 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 23 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 24 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 25 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 26 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| TBD [b] | Manor Heights Phase 4 Section B Block D Lot 27 | IA#4 | Lot Type 7 | $ 6,602.26 | $ 470.90 |
| **Total** | | | | **$ 7,774,999.99** | **$ 554,545.56** |

Notes:

*[a] For billing purposes only, until platted parcels within the Manor Heights Phase 4 Section A Final Plat, which is located within initial parcel 248122, are assigned a property ID by the Appraisal District, the Assessment and Annual Installment will be billed to initial parcel 248122. The MIA Assessment allocable to initial parcel 248122 is $1,760,507.59. The MIA Annual Installment due 1/31/2025 allocable to initial parcel 248122 is $125,566.77.*

*[b] For billing purposes only, until platted parcels within the Manor Heights Phase 4 Section B Final Plat, which is located within initial parcel 477399, are assigned a property ID by the Appraisal District, the Assessment and Annual Installment will be billed to initial parcel 477399. The MIA Assessment allocable to initial parcel 477399 is $606,529.82. The MIA Annual Installment due 1/31/2025 allocable to initial parcel 477399 is $43,260.25.*

*[c] For billing purposes only, until a plat has been recorded within the Major Improvement Area Initial Parcel, the Annual Installment will be billed to each Tax Parcel within the Major Improvement Area Initial Parcel based on the acreage of the Tax Parcel as calculated by the Appraisal District. Totals may not sum due to rounding.*

# EXHIBIT J-2 – MAJOR IMPROVEMENT AREA ANNUAL INSTALLMENT SCHEDULE

| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs | Additional Interest [b] | Capitalized Interest | Total Annual Installment |
|---|---|---|---|---|---|---|
| 2025 | $ 160,000 | $ 323,788 | $ 31,888 | $ 38,875 | $ - | $ 554,550 |
| 2026 | 170,000 | 318,788 | 32,525 | 38,075 | - | 559,388 |
| 2027 | 175,000 | 313,475 | 33,176 | 37,225 | - | 558,876 |
| 2028 | 180,000 | 306,913 | 33,839 | 36,350 | - | 557,102 |
| 2029 | 185,000 | 300,163 | 34,516 | 35,450 | - | 555,129 |
| 2030 | 195,000 | 293,225 | 35,206 | 34,525 | - | 557,956 |
| 2031 | 200,000 | 285,913 | 35,911 | 33,550 | - | 555,373 |
| 2032 | 210,000 | 278,413 | 36,629 | 32,550 | - | 557,591 |
| 2033 | 220,000 | 269,750 | 37,361 | 31,500 | - | 558,611 |
| 2034 | 230,000 | 260,675 | 38,109 | 30,400 | - | 559,184 |
| 2035 | 240,000 | 251,188 | 38,871 | 29,250 | - | 559,308 |
| 2036 | 250,000 | 241,288 | 39,648 | 28,050 | - | 558,986 |
| 2037 | 260,000 | 230,975 | 40,441 | 26,800 | - | 558,216 |
| 2038 | 270,000 | 220,250 | 41,250 | 25,500 | - | 557,000 |
| 2039 | 280,000 | 209,113 | 42,075 | 24,150 | - | 555,337 |
| 2040 | 295,000 | 197,563 | 42,916 | 22,750 | - | 558,229 |
| 2041 | 305,000 | 185,394 | 43,775 | 21,275 | - | 555,444 |
| 2042 | 320,000 | 172,813 | 44,650 | 19,750 | - | 557,213 |
| 2043 | 335,000 | 158,813 | 45,543 | 18,150 | - | 557,506 |
| 2044 | 350,000 | 144,156 | 46,454 | 16,475 | - | 557,085 |
| 2045 | 365,000 | 128,844 | 47,383 | 14,725 | - | 555,952 |
| 2046 | 380,000 | 112,875 | 48,331 | 12,900 | - | 554,106 |
| 2047 | 400,000 | 96,250 | 49,298 | 11,000 | - | 556,548 |
| 2048 | 420,000 | 78,750 | 50,284 | 9,000 | - | 558,034 |
| 2049 | 440,000 | 60,375 | 51,289 | 6,900 | - | 558,564 |
| 2050 | 460,000 | 41,125 | 52,315 | 4,700 | - | 558,140 |
| 2051 | 480,000 | 21,000 | 53,361 | 2,400 | - | 556,761 |
| **Total** | **$ 7,775,000** | **$ 5,501,869** | **$ 1,127,045** | **$ 642,275** | **$ -** | **$ 15,046,189** |

[a] Interest is calculated at the actual rate of the PID Bonds.

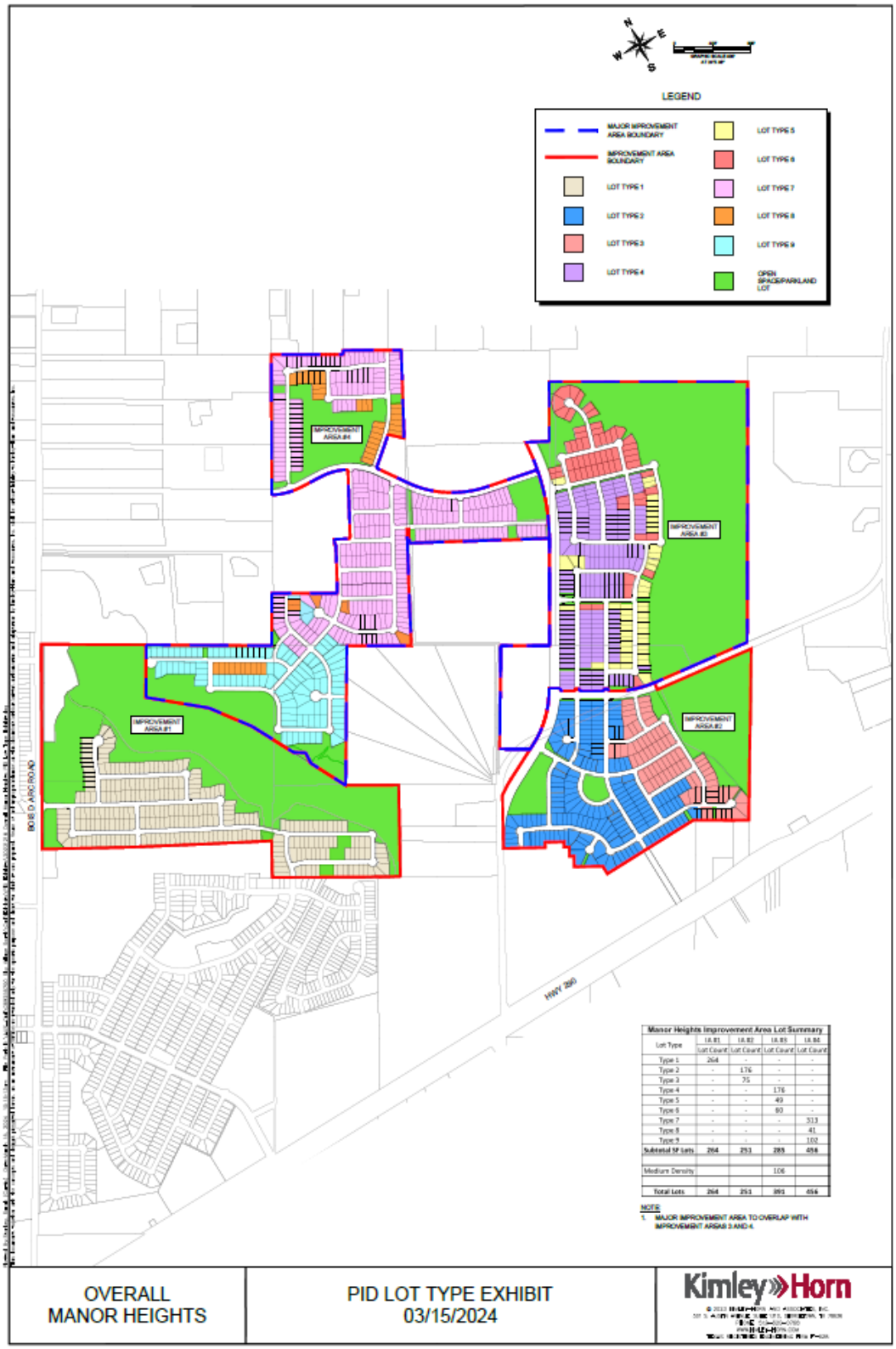
[b] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

# EXHIBIT K – MAXIMUM ASSESSMENT PER LOT TYPE

| Lot Type | Units/SF [a] | Improved Land Value per Lot | Improved Land Total Value | Assessed Value per Unit/SF | Total Assessed Value | Assessments: Major Improvement Area Bond | Assessments: Improvement Area 1-2 Bond | Assessments: Improvement Area #3 Bond | Assessments: Improvement Area #4 Bond | Assessments: Total Assessment | Assessment per Unit/SF | Average Annual Installment per Unit/SF | PID Equivalent Tax Rate |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Improvement Area #1** | | | | | | | | | | | | | |
| Lot Type 1 - 50' | 264 | $ 62,500 | $ 16,500,000 | $ 285,000 | $ 75,240,000 | $ - | $ 3,579,205 | $ - | $ - | $ 3,579,205 | $ 13,557.59 | $ 939.63 | $ 0.3297 |
| **IA #1 Total** | **264** | | **$ 16,500,000** | | **$ 75,240,000** | **$ -** | **$ 3,579,205** | **$ -** | **$ -** | **$ 3,579,205** | | | **$ 0.3297** |
| **Improvement Area #2** | | | | | | | | | | | | | |
| Lot Type 2 - 50' | 176 | $ 42,557 | $ 7,490,032 | $ 285,000 | $ 50,160,000 | $ - | $ 2,386,137 | $ - | $ - | $ 2,386,137 | $ 13,557.59 | $ 939.63 | $ 0.3297 |
| Lot Type 3 - 55' | 75 | $ 42,558 | $ 3,191,850 | $ 290,000 | $ 21,750,000 | $ - | $ 1,034,659 | $ - | $ - | $ 1,034,659 | $ 13,795.45 | $ 956.11 | $ 0.3297 |
| **IA #2 Total/Weighted Average** | **251** | **$ 42,557** | **$ 10,681,882** | **$ 286,494** | **$ 71,910,000** | **$ -** | **$ 3,420,795** | **$ -** | **$ -** | **$ 3,420,795** | | | **$ 0.3297** |
| **Improvement Area #3** | | | | | | | | | | | | | |
| Lot Type 4 - 50' | 176 | $ 82,680 | $ 14,551,680 | $ 413,400 | $ 72,758,400 | $ 1,123,043 | $ - | $ 1,972,214 | $ - | $ 3,095,257 | $ 17,586.69 | $ 1,301.31 | $ 0.3148 |
| Lot Type 5 - 55' | 49 | $ 90,948 | $ 4,456,452 | $ 454,740 | $ 22,282,260 | $ 343,932 | $ - | $ 603,990 | $ - | $ 947,922 | $ 19,345.35 | $ 1,431.44 | $ 0.3148 |
| Lot Type 6 - 60' | 60 | $ 99,216 | $ 5,952,960 | $ 496,080 | $ 29,764,800 | $ 459,427 | $ - | $ 806,815 | $ - | $ 1,266,241 | $ 21,104.02 | $ 1,561.57 | $ 0.3148 |
| Lot Type 10 - Condo | 106 | $ 60,000 | $ 6,360,000 | $ 300,000 | $ 31,800,000 | $ 490,840 | $ - | $ 861,981 | $ - | $ 1,352,822 | $ 12,762.47 | $ 944.34 | $ 0.3148 |
| **IA#3 Total/Weighted Average** | **391** | **$ 80,105** | **$ 31,321,092** | **$ 400,525** | **$ 156,605,460** | **$ 2,417,242** | **$ -** | **$ 4,245,000** | **$ -** | **$ 6,662,242** | | | **$ 0.3148** |
| **Improvement Area #4** | | | | | | | | | | | | | |
| Lot Type 7 - 50' | 313 | $ 82,680 | $ 25,878,840 | $ 413,400 | $ 129,394,200 | $ 2,066,508 | $ - | $ - | $ 3,302,622 | $ 5,369,130 | $ 17,153.77 | $ 1,362.52 | $ 0.3296 |
| Lot Type 8 - 55' | 41 | $ 90,948 | $ 3,728,868 | $ 454,740 | $ 18,644,340 | $ 297,762 | $ - | $ - | $ 475,873 | $ 773,635 | $ 18,869.15 | $ 1,498.77 | $ 0.3296 |
| Lot Type 9 - 60' | 102 | $ 99,216 | $ 10,120,032 | $ 496,080 | $ 50,600,160 | $ 808,117 | $ - | $ - | $ 1,291,505 | $ 2,099,622 | $ 20,584.52 | $ 1,635.03 | $ 0.3296 |
| **IA#4 Total** | **456** | | **$ 39,727,740** | | **$ 198,638,700** | **$ 3,172,387** | **$ -** | **$ -** | **$ 5,070,000** | **$ 8,242,387** | | | **$ 0.3296** |
| **Major Improvevment Area - Remainder Area** | | | | | | | | | | | | | |
| Condo | 298 | $ 60,000 | $ 17,880,000 | $ 300,000 | $ 89,400,000 | $ 1,427,775 | $ - | $ - | $ - | $ 1,427,775 | $ 4,791 | $ 343.40 | $ 0.1145 |
| Office | 68,999 | $ 40 | $ 2,759,960 | $ 200 | $ 13,799,800 | $ 220,392 | $ - | $ - | $ - | $ 220,392 | $ 3.19 | $ 0.23 | $ 0.1145 |
| Restaurant | 17,250 | $ 40 | $ 690,000 | $ 200 | $ 3,450,000 | $ 55,099 | $ - | $ - | $ - | $ 55,099 | $ 3.19 | $ 0.23 | $ 0.1145 |
| Retail | 150,935 | $ 40 | $ 6,037,400 | $ 200 | $ 30,187,000 | $ 482,106 | $ - | $ - | $ - | $ 482,106 | $ 3.19 | $ 0.23 | $ 0.1145 |
| **MIA Remainder Area Total** | | | **$ 27,367,360** | | **$ 136,836,800** | **$ 2,185,371** | **$ -** | **$ -** | **$ -** | **$ 2,185,371** | | | **$ 0.1145** |
| **Major Improvement Area** | | | | | | | | | | | | | |
| Lot Type 4 - 50' | 176 | $ 82,680 | $ 14,551,680 | $ 413,400 | $ 72,758,400 | $ 1,123,043 | $ - | $ - | $ - | $ 1,123,043 | $ 6,381 | $ 457.35 | $ 0.1106 |
| Lot Type 5 - 55' | 49 | $ 90,948 | $ 4,456,452 | $ 454,740 | $ 22,282,260 | $ 343,932 | $ - | $ - | $ - | $ 343,932 | $ 7,019 | $ 503.08 | $ 0.1106 |
| Lot Type 6 - 60' | 60 | $ 99,216 | $ 5,952,960 | $ 496,080 | $ 29,764,800 | $ 459,427 | $ - | $ - | $ - | $ 459,427 | $ 7,657 | $ 548.82 | $ 0.1106 |
| Lot Type 7 - Condo | 106 | $ 60,000 | $ 6,360,000 | $ 300,000 | $ 31,800,000 | $ 490,840 | $ - | $ - | $ - | $ 490,840 | $ 4,631 | $ 331.89 | $ 0.1106 |
| Lot Type 8 - 50' | 313 | $ 82,680 | $ 25,878,840 | $ 413,400 | $ 129,394,200 | $ 2,066,508 | $ - | $ - | $ - | $ 2,066,508 | $ 6,602 | $ 473.21 | $ 0.1145 |
| Lot Type 9 - 55' | 41 | $ 90,948 | $ 3,728,868 | $ 454,740 | $ 18,644,340 | $ 297,762 | $ - | $ - | $ - | $ 297,762 | $ 7,262 | $ 520.53 | $ 0.1145 |
| Lot Type 10 - 60' | 102 | $ 99,216 | $ 10,120,032 | $ 496,080 | $ 50,600,160 | $ 808,117 | $ - | $ - | $ - | $ 808,117 | $ 7,923 | $ 567.85 | $ 0.1145 |
| Remainder Area - Condo | 298 | $ 60,000 | $ 17,880,000 | $ 300,000 | $ 89,400,000 | $ 1,427,775 | $ - | $ - | $ - | $ 1,427,775 | $ 4,791 | $ 343.40 | $ 0.1145 |
| Office | 68,999 | $ 40 | $ 2,759,960 | $ 200 | $ 13,799,800 | $ 220,392 | $ - | $ - | $ - | $ 220,392 | $ 3.19 | $ 0.23 | $ 0.1145 |
| Restaurant | 17,250 | $ 40 | $ 690,000 | $ 200 | $ 3,450,000 | $ 55,099 | $ - | $ - | $ - | $ 55,099 | $ 3.19 | $ 0.23 | $ 0.1145 |
| Retail | 150,935 | $ 40 | $ 6,037,400 | $ 200 | $ 30,187,000 | $ 482,106 | $ - | $ - | $ - | $ 482,106 | $ 3.19 | $ 0.23 | $ 0.1145 |
| **MIA Total** | | | **$ 98,416,192** | | **$ 492,080,960** | **$ 7,775,000** | **$ -** | **$ -** | **$ -** | **$ 7,775,000** | | | |

# EXHIBIT L – LOT TYPE CLASSIFICATION MAP



# EXHIBIT M – MAPS OF AUTHORIZED IMPROVEMENTS

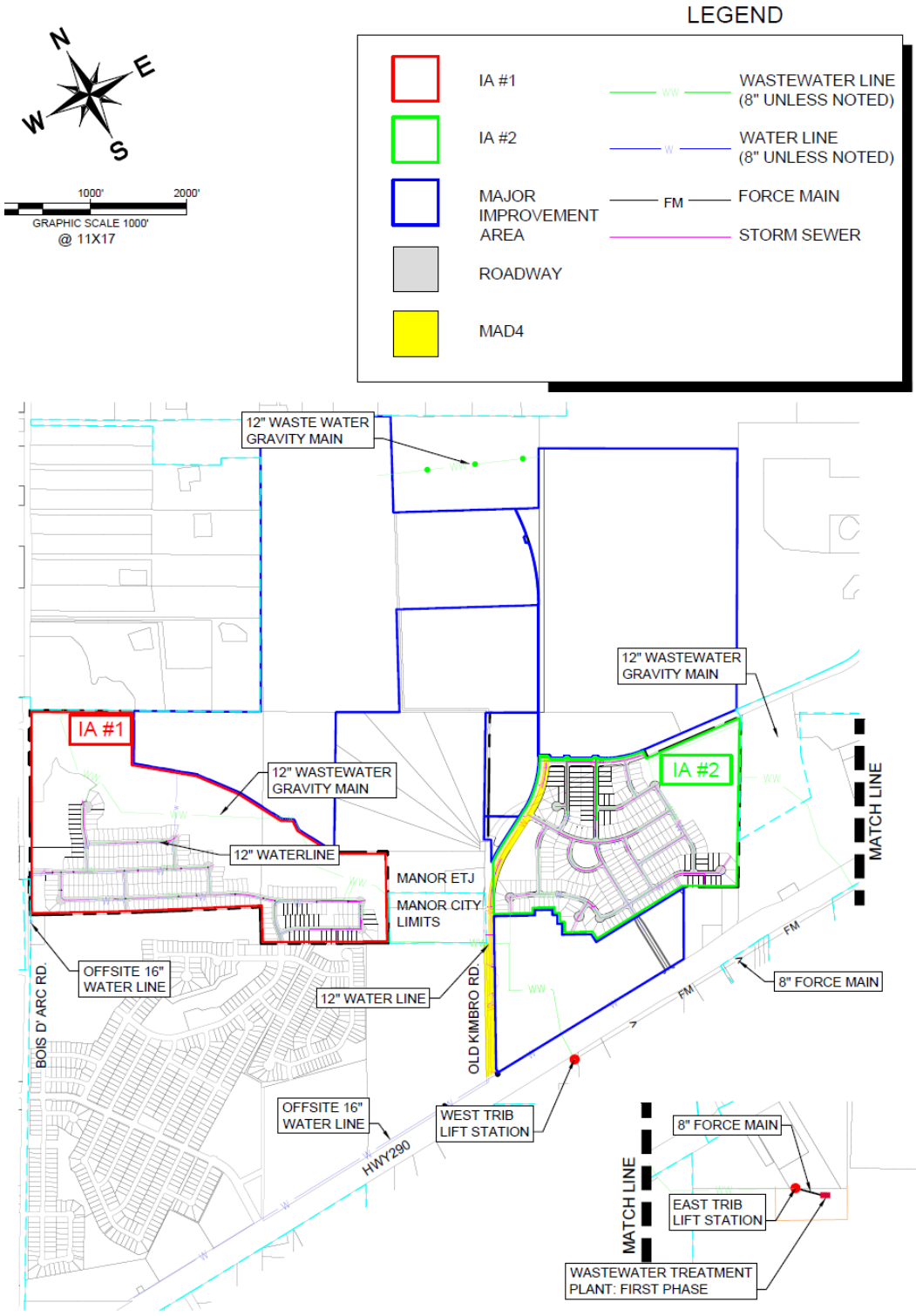
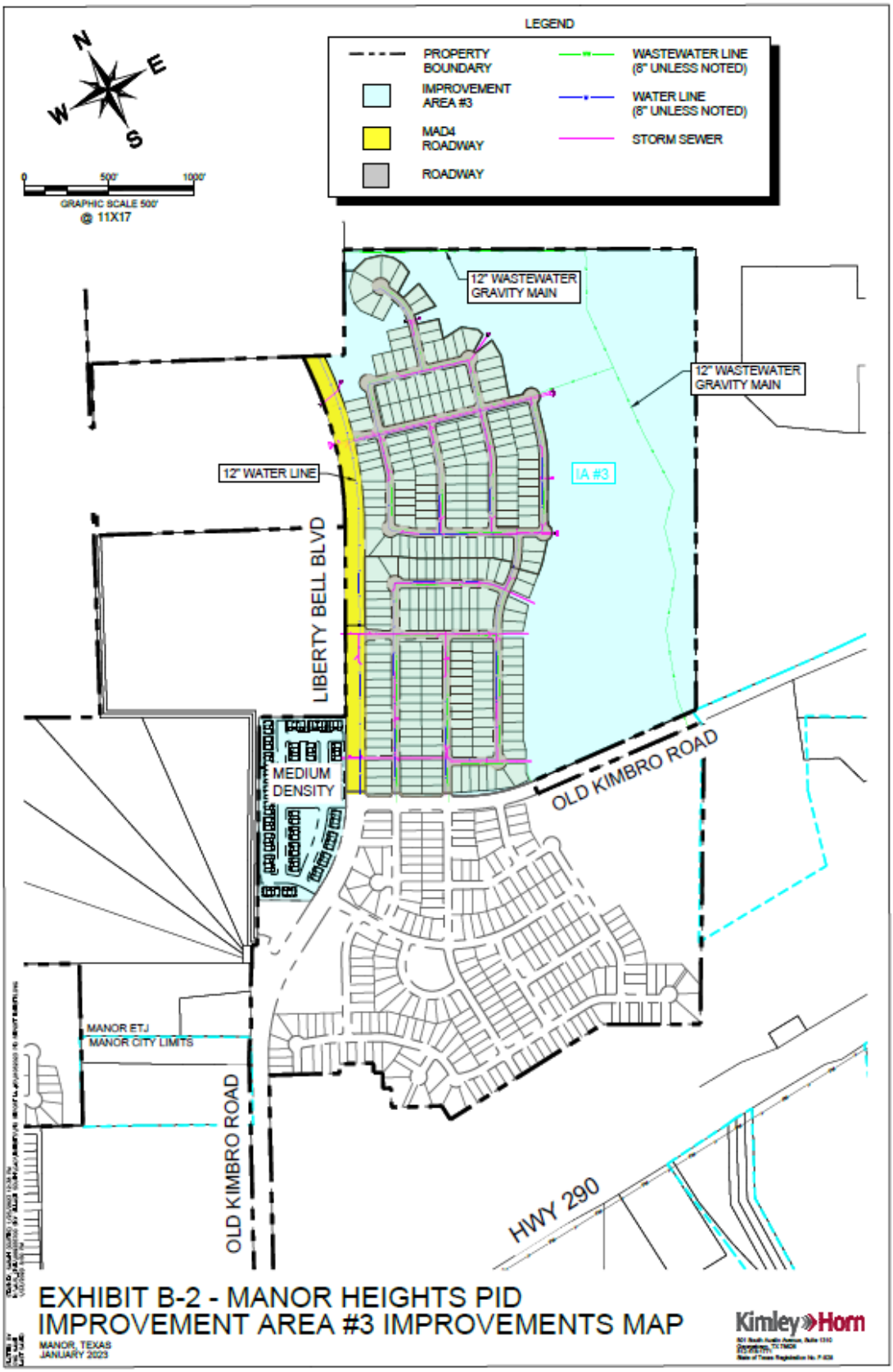
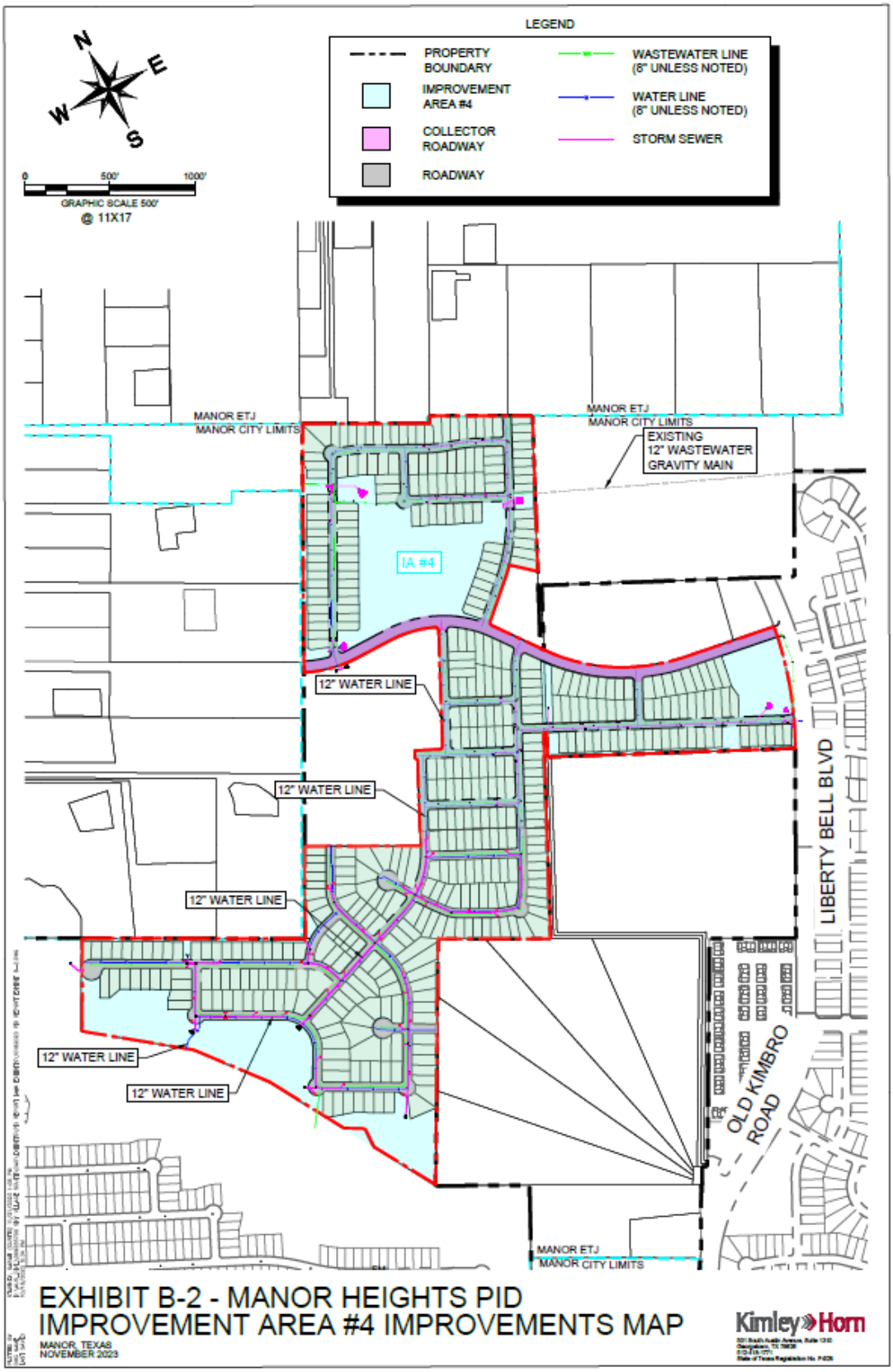



EXHIBIT O - MAP OF AUTHORIZED IMPROVEMENTS

MANOR, TEXAS
FEBRUARY 2021

Kimley»Horn


LEGEND
PROPERTY BOUNDARY
IMPROVEMENT AREA #3
MAD4 ROADWAY
ROADWAY
WASTEWATER LINE (8" UNLESS NOTED)
WATER LINE (8" UNLESS NOTED)
STORM SEWER
N
E
W
S
0
500'
1000'
GRAPHIC SCALE 500'
@ 11X17
12" WASTEWATER GRAVITY MAIN
12" WASTEWATER GRAVITY MAIN
12" WATER LINE
IA #3
LIBERTY BELL BLVD
MEDIUM DENSITY
OLD KIMBRO ROAD
MANOR ETJ
MANOR CITY LIMITS
OLD KIMBRO ROAD
HWY 290
EXHIBIT B-2 - MANOR HEIGHTS PID
IMPROVEMENT AREA #3 IMPROVEMENTS MAP
MANOR, TEXAS
JANUARY 2023
Kimley»Horn


LEGEND
PROPERTY BOUNDARY
IMPROVEMENT AREA #4
COLLECTOR ROADWAY
ROADWAY
WASTEWATER LINE (8" UNLESS NOTED)
WATER LINE (8" UNLESS NOTED)
STORM SEWER
N
E
W
S
0
500'
1000'
GRAPHIC SCALE 500'
@ 11X17
MANOR ETJ
MANOR CITY LIMITS
MANOR ETJ
MANOR CITY LIMITS
EXISTING 12" WASTEWATER GRAVITY MAIN
IA #4
12" WATER LINE
12" WATER LINE
12" WATER LINE
12" WATER LINE
12" WATER LINE
LIBERTY BELL BLVD
OLD KIMBRO ROAD
MANOR ETJ
MANOR CITY LIMITS
EXHIBIT B-2 - MANOR HEIGHTS PID
IMPROVEMENT AREA #4 IMPROVEMENTS MAP
MANOR, TEXAS
NOVEMBER 2023
Kimley»Horn

# EXHIBIT N – NOTICE OF PID ASSESSMENT LIEN TERMINATION

P3Works, LLC
9284 Huntington Square, Suite 100
North Richland Hills, TX 76182

[Date]
Travis County Clerk's Office
Honorable [County Clerk Name]
5501 Airport Boulevard
Austin, Texas 78751

**Re:** **City of Manor Lien Release documents for filing**

Dear Ms./Mr. [County Clerk Name],

Enclosed is a lien release that the City of Manor is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents below:

City of Manor
Attn: [City Secretary]
105 E. Eggleston Street
Manor, TX 78653

Please contact me if you have any questions or need additional information.

Sincerely,
[Signature]

P3Works, LLC
P: (817) 393-0353
admin@p3-works.com

**AFTER RECORDING RETURN TO:**

**[City Secretary Name]**
**105 E. Eggleston Street**
**Manor, TX 78653**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

## FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN

| | | |
|---|---|---|
| **STATE OF TEXAS** | **§** | |
| | **§** | **KNOW ALL MEN BY THESE PRESENTS:** |
| **COUNTY OF TRAVIS** | **§** | |

**THIS FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN** (this "Full Release") is executed and delivered as of the Effective Date by the City of Manor, Texas.

### RECITALS

**WHEREAS**, the governing body (hereinafter referred to as the "City Council") of the City of Manor, Texas (hereinafter referred to as the "City "), is authorized by Chapter 372, Texas Local Government Code, as amended (hereinafter referred to as the "Act"), to create public improvement districts within the corporate limits and extraterritorial jurisdiction of the City; and

**WHEREAS**, on or about November 7, 2018, the City Council for the City, approved Resolution No. 2018-10, creating the Manor Heights Public Improvement District; and

**WHEREAS**, the City Council authorized additional land to be added to the boundaries of the District pursuant to Resolution No. 2020-11 adopted by the City Council on October 7, 2020; and

**WHEREAS**, the Manor Heights Public Improvement District consists of approximately 602.9 contiguous acres located within the City; and

**WHEREAS**, on or about May 5, 2021, the City Council, approved Ordinance No. 609, (hereinafter referred to as the "Assessment Ordinance") approving a service and assessment plan and assessment roll for the Property within the Manor Heights Public Improvement District; and

**WHEREAS**, on or about _____ __, 2024, the City Council, approved Ordinance No. _____, (hereinafter referred to as the "Improvement Area #4 Assessment Ordinance") approving

the 2024 Amended and Restated Service and Assessment plan and assessment roll for the Property within Improvement Area #4 of the Manor Heights Public Improvement District; and

**WHEREAS**, the applicable Assessment Ordinance imposed an assessment in the amount of $_____ (hereinafter referred to as the "Lien Amount") for the following property:

**WHEREAS**, the Improvement Area #4 Assessment Ordinance imposed an assessment in the amount of $_____ (hereinafter referred to as the "Additional Lien Amount") for the following property:

[legal description], a subdivision in Travis County, Texas, according to the map or plat of record in Document/Instrument No. _____ of the Plat Records of Travis County, Texas (hereinafter referred to as the "Property"); and

**WHEREAS**, the property owners of the Property have paid unto the City the Lien Amount and Additional Lien Amount (if applicable).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**RELEASE**

**NOW THEREFORE**, the City, the owner and holder of the Lien(s), Instrument No. _____, in the Real Property Records of Travis County, Texas, in the amount of the Lien Amount and Additional Lien Amount against the Property releases and discharges, and by these presents does hereby release and discharge, the above-described Property from said lien(s) held by the undersigned securing said indebtedness.

**EXECUTED** to be **EFFECTIVE** this the _____ day of _____, 20__.

**CITY OF MANOR, TEXAS,**

By: _____
[Manager Name], City Manager

**ATTEST:**

_____
[Secretary Name], City Secretary

**STATE OF TEXAS** **§**
**§**
**COUNTY OF TRAVIS** **§**

This instrument was acknowledged before me on the ____ day of _____, 20__, by [Manager Name], City Manager for the City of Manor, Texas, on behalf of said municipality.

_____
Notary Public, State of Texas

# EXHIBIT O – ESTIMATED BUILDOUT VALUE FOR MAJOR IMPROVEMENT AREA, IMPROVEMENT AREA #1, IMPROVEMENT AREA #2, IMPROVEMENT AREA #3, AND IMPROVEMENT AREA #4

| | Units | | Estimated Buildout Value | Total Buildout Value |
|---|---|---|---|---|
| ***Improvement Area #1*** | | | | |
| 50' | 264 | lots | $ 285,000 | $ 75,240,000 |
| | | | | $ 75,240,000 |
| ***Improvement Area #2*** | | | | |
| 50' | 176 | lots | $ 285,000 | $ 50,160,000 |
| 55' | 75 | lots | $ 290,000 | $ 21,750,000 |
| | **251** | | | $ 71,910,000 |
| ***Improvement Area #3 [a]*** | | | | |
| 50' | 176 | lots | $ 413,400 | $ 72,758,400 |
| 55' | 49 | lots | $ 454,740 | $ 22,282,260 |
| 60' | 60 | lots | $ 496,080 | $ 29,764,800 |
| Condo | 106 | lots | $ 300,000 | $ 31,800,000 |
| | **391** | | | $ 156,605,460 |
| ***Improvement Area #4 [a]*** | | | | |
| 50' | 313 | lots | $ 413,400 | $ 129,394,200 |
| 55' | 41 | lots | $ 454,740 | $ 18,644,340 |
| 60' | 102 | lots | $ 496,080 | $ 50,600,160 |
| | **456** | | | $ 198,638,700 |
| ***Major Improvement Area [b]*** | | | | |
| Condo | 298 | units | $ 300,000 | $ 89,400,000 |
| Office | 68,999 | SqFt | $ 200 | $ 13,799,800 |
| Restaurant | 17,250 | SqFt | $ 200 | $ 3,450,000 |
| Retail | 150,935 | SqFt | $ 200 | $ 30,187,000 |
| | | | | $ 136,836,800 |
| | | | Major Improvement Area Subtotal: | $ 492,080,960 |
| | | | **District Total Projected Assessed Value:** | **$ 639,230,960** |

Notes:

[a] Improvement Area #3 and Improvement Area #4 are within the Major Improvement Area.
[b] Includes all property within the Major Improvement Area excepting property within Improvement Area #3 and Improvement Area #4 initial parcels.

# EXHIBIT P – IMPROVEMENT AREA #1-2 BOND DEBT SERVICE SCHEDULE

BOND DEBT SERVICE

City of Manor, Texas
Special Assessment Revenue Bonds, Series 2021
(Manor Heights Public Improvement District Improvement Area #1-2 Proje
~REVISED FINAL NUMBERS~

| | |
|---|---|
| Dated Date | 05/27/2021 |
| Delivery Date | 05/27/2021 |

| Period Ending | Principal | Interest | Debt Service |
|---|---|---|---|
| 09/30/2021 | | 78,952.50 | 78,952.50 |
| 09/30/2022 | | 263,175.00 | 263,175.00 |
| 09/30/2023 | 150,000 | 263,175.00 | 413,175.00 |
| 09/30/2024 | 155,000 | 259,425.00 | 414,425.00 |
| 09/30/2025 | 160,000 | 255,550.00 | 415,550.00 |
| 09/30/2026 | 165,000 | 251,550.00 | 416,550.00 |
| 09/30/2027 | 170,000 | 247,425.00 | 417,425.00 |
| 09/30/2028 | 175,000 | 242,112.50 | 417,112.50 |
| 09/30/2029 | 180,000 | 236,643.76 | 416,643.76 |
| 09/30/2030 | 185,000 | 231,018.76 | 416,018.76 |
| 09/30/2031 | 190,000 | 225,237.50 | 415,237.50 |
| 09/30/2032 | 200,000 | 219,300.00 | 419,300.00 |
| 09/30/2033 | 205,000 | 212,300.00 | 417,300.00 |
| 09/30/2034 | 210,000 | 205,125.00 | 415,125.00 |
| 09/30/2035 | 220,000 | 197,775.00 | 417,775.00 |
| 09/30/2036 | 230,000 | 190,075.00 | 420,075.00 |
| 09/30/2037 | 235,000 | 182,025.00 | 417,025.00 |
| 09/30/2038 | 245,000 | 173,800.00 | 418,800.00 |
| 09/30/2039 | 255,000 | 165,225.00 | 420,225.00 |
| 09/30/2040 | 265,000 | 156,300.00 | 421,300.00 |
| 09/30/2041 | 275,000 | 147,025.00 | 422,025.00 |
| 09/30/2042 | 285,000 | 137,400.00 | 422,400.00 |
| 09/30/2043 | 295,000 | 126,000.00 | 421,000.00 |
| 09/30/2044 | 305,000 | 114,200.00 | 419,200.00 |
| 09/30/2045 | 320,000 | 102,000.00 | 422,000.00 |
| 09/30/2046 | 335,000 | 89,200.00 | 424,200.00 |
| 09/30/2047 | 350,000 | 75,800.00 | 425,800.00 |
| 09/30/2048 | 360,000 | 61,800.00 | 421,800.00 |
| 09/30/2049 | 380,000 | 47,400.00 | 427,400.00 |
| 09/30/2050 | 395,000 | 32,200.00 | 427,200.00 |
| 09/30/2051 | 410,000 | 16,400.00 | 426,400.00 |
| | 7,305,000 | 5,205,615.02 | 12,510,615.02 |

# EXHIBIT Q - IMPROVEMENT AREA #3 BOND DEBT SERVICE SCHEDULE

BOND DEBT SERVICE

City of Manor, Texas
Special Assessment Revenue Bonds, Series 2023
(Manor Heights Public Improvement District Improvement Area #3 Project)
Bonds Callable September 15, 2031 @ Par
FINAL NUMBERS

| Period Ending | Principal | Interest | Debt Service |
|---|---|---|---|
| 09/30/2024 | 35,000 | 261,029.24 | 296,029.24 |
| 09/30/2025 | 71,000 | 224,860.00 | 295,860.00 |
| 09/30/2026 | 72,000 | 221,665.00 | 293,665.00 |
| 09/30/2027 | 75,000 | 218,425.00 | 293,425.00 |
| 09/30/2028 | 79,000 | 215,050.00 | 294,050.00 |
| 09/30/2029 | 83,000 | 211,495.00 | 294,495.00 |
| 09/30/2030 | 85,000 | 207,760.00 | 292,760.00 |
| 09/30/2031 | 90,000 | 203,935.00 | 293,935.00 |
| 09/30/2032 | 94,000 | 199,210.00 | 293,210.00 |
| 09/30/2033 | 98,000 | 194,275.00 | 292,275.00 |
| 09/30/2034 | 103,000 | 189,130.00 | 292,130.00 |
| 09/30/2035 | 108,000 | 183,722.50 | 291,722.50 |
| 09/30/2036 | 113,000 | 178,052.50 | 291,052.50 |
| 09/30/2037 | 119,000 | 172,120.00 | 291,120.00 |
| 09/30/2038 | 126,000 | 165,872.50 | 291,872.50 |
| 09/30/2039 | 133,000 | 159,257.50 | 292,257.50 |
| 09/30/2040 | 139,000 | 152,275.00 | 291,275.00 |
| 09/30/2041 | 147,000 | 144,977.50 | 291,977.50 |
| 09/30/2042 | 154,000 | 137,260.00 | 291,260.00 |
| 09/30/2043 | 162,000 | 129,175.00 | 291,175.00 |
| 09/30/2044 | 170,000 | 120,670.00 | 290,670.00 |
| 09/30/2045 | 180,000 | 111,320.00 | 291,320.00 |
| 09/30/2046 | 191,000 | 101,420.00 | 292,420.00 |
| 09/30/2047 | 200,000 | 90,915.00 | 290,915.00 |
| 09/30/2048 | 211,000 | 79,915.00 | 290,915.00 |
| 09/30/2049 | 222,000 | 68,310.00 | 290,310.00 |
| 09/30/2050 | 235,000 | 56,100.00 | 291,100.00 |
| 09/30/2051 | 248,000 | 43,175.00 | 291,175.00 |
| 09/30/2052 | 261,000 | 29,535.00 | 290,535.00 |
| 09/30/2053 | 276,000 | 15,180.00 | 291,180.00 |
| | 4,280,000 | 4,486,086.74 | 8,766,086.74 |

# EXHIBIT R - IMPROVEMENT AREA #4 BOND DEBT SERVICE SCHEDULE

# EXHIBIT S – MAJOR IMPROVEMENT AREA BOND DEBT SERVICE SCHEDULE

BOND DEBT SERVICE

City of Manor, Texas
Special Assessment Revenue Bonds, Series 2021
(Manor Heights Public Improvement District Major Improvement Area Project)
~FINAL NUMBERS~

| | |
|---|---|
| Dated Date | 05/27/2021 |
| Delivery Date | 05/27/2021 |

| Period Ending | Principal | Interest | Debt Service |
|---|---|---|---|
| 09/30/2021 | | 99,995.63 | 99,995.63 |
| 09/30/2022 | | 333,318.76 | 333,318.76 |
| 09/30/2023 | 150,000 | 333,318.76 | 483,318.76 |
| 09/30/2024 | 155,000 | 328,631.26 | 483,631.26 |
| 09/30/2025 | 160,000 | 323,787.50 | 483,787.50 |
| 09/30/2026 | 170,000 | 318,787.50 | 488,787.50 |
| 09/30/2027 | 175,000 | 313,475.00 | 488,475.00 |
| 09/30/2028 | 180,000 | 306,912.50 | 486,912.50 |
| 09/30/2029 | 185,000 | 300,162.50 | 485,162.50 |
| 09/30/2030 | 195,000 | 293,225.00 | 488,225.00 |
| 09/30/2031 | 200,000 | 285,912.50 | 485,912.50 |
| 09/30/2032 | 210,000 | 278,412.50 | 488,412.50 |
| 09/30/2033 | 220,000 | 269,750.00 | 489,750.00 |
| 09/30/2034 | 230,000 | 260,675.00 | 490,675.00 |
| 09/30/2035 | 240,000 | 251,187.50 | 491,187.50 |
| 09/30/2036 | 250,000 | 241,287.50 | 491,287.50 |
| 09/30/2037 | 260,000 | 230,975.00 | 490,975.00 |
| 09/30/2038 | 270,000 | 220,250.00 | 490,250.00 |
| 09/30/2039 | 280,000 | 209,112.50 | 489,112.50 |
| 09/30/2040 | 295,000 | 197,562.50 | 492,562.50 |
| 09/30/2041 | 305,000 | 185,393.76 | 490,393.76 |
| 09/30/2042 | 320,000 | 172,812.50 | 492,812.50 |
| 09/30/2043 | 335,000 | 158,812.50 | 493,812.50 |
| 09/30/2044 | 350,000 | 144,156.26 | 494,156.26 |
| 09/30/2045 | 365,000 | 128,843.76 | 493,843.76 |
| 09/30/2046 | 380,000 | 112,875.00 | 492,875.00 |
| 09/30/2047 | 400,000 | 96,250.00 | 496,250.00 |
| 09/30/2048 | 420,000 | 78,750.00 | 498,750.00 |
| 09/30/2049 | 440,000 | 60,375.00 | 500,375.00 |
| 09/30/2050 | 460,000 | 41,125.00 | 501,125.00 |
| 09/30/2051 | 480,000 | 21,000.00 | 501,000.00 |
| | 8,080,000 | 6,597,133.19 | 14,677,133.19 |

# EXHIBIT T-1 – LOT TYPE 1 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO MANOR, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

**LOT TYPE 1 PRINCIPAL ASSESSMENT: $13,557.59**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Manor Heights Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____
SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

# ANNUAL INSTALLMENTS - LOT TYPE 1

| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs | Additional Interest [b] | Capitalized Interest | Total Annual Installment |
|---|---|---|---|---|---|---|
| 2025 | $ 309.89 | $ 494.95 | $ 57.23 | $ 67.79 | $ - | $ 929.86 |
| 2026 | 319.57 | 487.20 | 58.38 | 66.24 | - | 931.39 |
| 2027 | 329.26 | 479.21 | 59.55 | 64.64 | - | 932.66 |
| 2028 | 338.94 | 468.92 | 60.74 | 62.99 | - | 931.59 |
| 2029 | 348.62 | 458.33 | 61.95 | 61.30 | - | 930.21 |
| 2030 | 358.31 | 447.44 | 63.19 | 59.56 | - | 928.49 |
| 2031 | 367.99 | 436.24 | 64.45 | 57.77 | - | 926.45 |
| 2032 | 387.36 | 424.74 | 65.74 | 55.93 | - | 933.77 |
| 2033 | 397.04 | 411.18 | 67.06 | 53.99 | - | 929.27 |
| 2034 | 406.73 | 397.29 | 68.40 | 52.00 | - | 924.42 |
| 2035 | 426.10 | 383.05 | 69.77 | 49.97 | - | 928.88 |
| 2036 | 445.46 | 368.14 | 71.16 | 47.84 | - | 932.60 |
| 2037 | 455.15 | 352.55 | 72.59 | 45.61 | - | 925.89 |
| 2038 | 474.52 | 336.62 | 74.04 | 43.34 | - | 928.51 |
| 2039 | 493.88 | 320.01 | 75.52 | 40.96 | - | 930.37 |
| 2040 | 513.25 | 302.72 | 77.03 | 38.49 | - | 931.50 |
| 2041 | 532.62 | 284.76 | 78.57 | 35.93 | - | 931.88 |
| 2042 | 551.99 | 266.12 | 80.14 | 33.26 | - | 931.51 |
| 2043 | 571.36 | 244.04 | 81.74 | 30.50 | - | 927.64 |
| 2044 | 590.72 | 221.18 | 83.38 | 27.65 | - | 922.93 |
| 2045 | 619.78 | 197.55 | 85.05 | 24.69 | - | 927.07 |
| 2046 | 648.83 | 172.76 | 86.75 | 21.60 | - | 929.93 |
| 2047 | 677.88 | 146.81 | 88.48 | 18.35 | - | 931.52 |
| 2048 | 697.25 | 119.69 | 90.25 | 14.96 | - | 922.16 |
| 2049 | 735.98 | 91.80 | 92.06 | 11.48 | - | 931.32 |
| 2050 | 765.04 | 62.36 | 93.90 | 7.80 | - | 929.09 |
| 2051 | 794.09 | 31.76 | 95.78 | 3.97 | - | 925.60 |
| **Total** | **$ 13,557.59** | **$ 8,407.43** | **$ 2,022.90** | **$ 1,098.60** | **$ -** | **$ 25,086.52** |

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

# EXHIBIT T-2 – LOT TYPE 2 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO MANOR, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

**LOT TYPE 2 PRINCIPAL ASSESSMENT: $13,557.59**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Manor Heights Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____
SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

# ANNUAL INSTALLMENTS - LOT TYPE 2

| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs | Additional Interest [b] | Capitalized Interest | Total Annual Installment |
|---|---|---|---|---|---|---|
| 2025 | $ 309.89 | $ 494.95 | $ 57.23 | $ 67.79 | $ - | $ 929.86 |
| 2026 | 319.57 | 487.20 | 58.38 | 66.24 | - | 931.39 |
| 2027 | 329.26 | 479.21 | 59.55 | 64.64 | - | 932.66 |
| 2028 | 338.94 | 468.92 | 60.74 | 62.99 | - | 931.59 |
| 2029 | 348.62 | 458.33 | 61.95 | 61.30 | - | 930.21 |
| 2030 | 358.31 | 447.44 | 63.19 | 59.56 | - | 928.49 |
| 2031 | 367.99 | 436.24 | 64.45 | 57.77 | - | 926.45 |
| 2032 | 387.36 | 424.74 | 65.74 | 55.93 | - | 933.77 |
| 2033 | 397.04 | 411.18 | 67.06 | 53.99 | - | 929.27 |
| 2034 | 406.73 | 397.29 | 68.40 | 52.00 | - | 924.42 |
| 2035 | 426.10 | 383.05 | 69.77 | 49.97 | - | 928.88 |
| 2036 | 445.46 | 368.14 | 71.16 | 47.84 | - | 932.60 |
| 2037 | 455.15 | 352.55 | 72.59 | 45.61 | - | 925.89 |
| 2038 | 474.52 | 336.62 | 74.04 | 43.34 | - | 928.51 |
| 2039 | 493.88 | 320.01 | 75.52 | 40.96 | - | 930.37 |
| 2040 | 513.25 | 302.72 | 77.03 | 38.49 | - | 931.50 |
| 2041 | 532.62 | 284.76 | 78.57 | 35.93 | - | 931.88 |
| 2042 | 551.99 | 266.12 | 80.14 | 33.26 | - | 931.51 |
| 2043 | 571.36 | 244.04 | 81.74 | 30.50 | - | 927.64 |
| 2044 | 590.72 | 221.18 | 83.38 | 27.65 | - | 922.93 |
| 2045 | 619.78 | 197.55 | 85.05 | 24.69 | - | 927.07 |
| 2046 | 648.83 | 172.76 | 86.75 | 21.60 | - | 929.93 |
| 2047 | 677.88 | 146.81 | 88.48 | 18.35 | - | 931.52 |
| 2048 | 697.25 | 119.69 | 90.25 | 14.96 | - | 922.16 |
| 2049 | 735.98 | 91.80 | 92.06 | 11.48 | - | 931.32 |
| 2050 | 765.04 | 62.36 | 93.90 | 7.80 | - | 929.09 |
| 2051 | 794.09 | 31.76 | 95.78 | 3.97 | - | 925.60 |
| **Total** | **$ 13,557.59** | **$ 8,407.43** | **$ 2,022.90** | **$ 1,098.60** | **$ -** | **$ 25,086.52** |

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

# EXHIBIT T-3 – LOT TYPE 3 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO MANOR, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

**LOT TYPE 3 PRINCIPAL ASSESSMENT: $13,795.45**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Manor Heights Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____
SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____
SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

# ANNUAL INSTALLMENTS - LOT TYPE 3

| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs | Additional Interest [b] | Capitalized Interest | Total Annual Installment |
|---|---|---|---|---|---|---|
| 2025 | $ 315.32 | $ 503.63 | $ 58.24 | $ 68.98 | $ - | $ 946.17 |
| 2026 | 325.18 | 495.75 | 59.40 | 67.40 | - | 947.73 |
| 2027 | 335.03 | 487.62 | 60.59 | 65.77 | - | 949.02 |
| 2028 | 344.89 | 477.15 | 61.80 | 64.10 | - | 947.94 |
| 2029 | 354.74 | 466.37 | 63.04 | 62.38 | - | 946.53 |
| 2030 | 364.59 | 455.29 | 64.30 | 60.60 | - | 944.78 |
| 2031 | 374.45 | 443.89 | 65.59 | 58.78 | - | 942.71 |
| 2032 | 394.16 | 432.19 | 66.90 | 56.91 | - | 950.15 |
| 2033 | 404.01 | 418.40 | 68.24 | 54.94 | - | 945.58 |
| 2034 | 413.86 | 404.26 | 69.60 | 52.92 | - | 940.63 |
| 2035 | 433.57 | 389.77 | 70.99 | 50.85 | - | 945.18 |
| 2036 | 453.28 | 374.60 | 72.41 | 48.68 | - | 948.96 |
| 2037 | 463.13 | 358.73 | 73.86 | 46.41 | - | 942.14 |
| 2038 | 482.84 | 342.52 | 75.34 | 44.10 | - | 944.80 |
| 2039 | 502.55 | 325.62 | 76.84 | 41.68 | - | 946.70 |
| 2040 | 522.26 | 308.03 | 78.38 | 39.17 | - | 947.84 |
| 2041 | 541.96 | 289.75 | 79.95 | 36.56 | - | 948.22 |
| 2042 | 561.67 | 270.78 | 81.55 | 33.85 | - | 947.85 |
| 2043 | 581.38 | 248.32 | 83.18 | 31.04 | - | 943.92 |
| 2044 | 601.09 | 225.06 | 84.84 | 28.13 | - | 939.13 |
| 2045 | 630.65 | 201.02 | 86.54 | 25.13 | - | 943.33 |
| 2046 | 660.21 | 175.79 | 88.27 | 21.97 | - | 946.25 |
| 2047 | 689.77 | 149.38 | 90.04 | 18.67 | - | 947.87 |
| 2048 | 709.48 | 121.79 | 91.84 | 15.22 | - | 938.33 |
| 2049 | 748.90 | 93.41 | 93.67 | 11.68 | - | 947.66 |
| 2050 | 778.46 | 63.46 | 95.55 | 7.93 | - | 945.39 |
| 2051 | 808.02 | 32.32 | 97.46 | 4.04 | - | 941.84 |
| **Total** | **$ 13,795.45** | **$ 8,554.93** | **$ 2,058.39** | **$ 1,117.87** | **$ -** | **$ 25,526.64** |

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

# EXHIBIT T-4 – LOT TYPE 4 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO MANOR, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

**LOT TYPE 4 PRINCIPAL ASSESSMENT: $17,586.69**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Manor Heights Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____
SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____
SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

# ANNUAL INSTALLMENTS - LOT TYPE 4

| | Major Improvement Area Bonds | | | | Improvement Area #3 Bonds | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Installment Due 1/31 | Principal | Interest [a] | Additional Interest [c] | Annual Collection Costs | Principal | Interest [b] | Additional Interest [c] | Annual Collection Costs | Total Annual Installment |
| 2025 | $ 131.31 | $ 265.73 | $ 31.90 | $ 24.08 | $ 187.42 | $ 593.58 | $ 56.03 | $ 82.39 | $ 1,372.44 |
| 2026 | 139.52 | 261.63 | 31.25 | 24.56 | 190.06 | 585.14 | 55.09 | 84.04 | 1,371.29 |
| 2027 | 143.62 | 257.27 | 30.55 | 25.05 | 197.98 | 576.59 | 54.14 | 85.72 | 1,370.92 |
| 2028 | 147.73 | 251.88 | 29.83 | 25.55 | 208.54 | 567.68 | 53.15 | 87.44 | 1,371.80 |
| 2029 | 151.83 | 246.34 | 29.09 | 26.06 | 219.10 | 558.29 | 52.11 | 89.18 | 1,372.01 |
| 2030 | 160.04 | 240.65 | 28.33 | 26.58 | 224.38 | 548.44 | 51.01 | 90.97 | 1,370.40 |
| 2031 | 164.14 | 234.65 | 27.53 | 27.11 | 237.58 | 538.34 | 49.89 | 92.79 | 1,372.03 |
| 2032 | 172.35 | 228.49 | 26.71 | 27.66 | 248.14 | 525.87 | 48.70 | 94.64 | 1,372.56 |
| 2033 | 180.55 | 221.38 | 25.85 | 28.21 | 258.70 | 512.84 | 47.46 | 96.54 | 1,371.53 |
| 2034 | 188.76 | 213.94 | 24.95 | 28.77 | 271.89 | 499.26 | 46.17 | 98.47 | 1,372.20 |
| 2035 | 196.97 | 206.15 | 24.01 | 29.35 | 285.09 | 484.98 | 44.81 | 100.44 | 1,371.79 |
| 2036 | 205.17 | 198.02 | 23.02 | 29.94 | 298.29 | 470.01 | 43.38 | 102.44 | 1,370.29 |
| 2037 | 213.38 | 189.56 | 21.99 | 30.53 | 314.13 | 454.35 | 41.89 | 104.49 | 1,370.34 |
| 2038 | 221.59 | 180.76 | 20.93 | 31.14 | 332.61 | 437.86 | 40.32 | 106.58 | 1,371.80 |
| 2039 | 229.80 | 171.62 | 19.82 | 31.77 | 351.09 | 420.40 | 38.66 | 108.71 | 1,371.86 |
| 2040 | 242.11 | 162.14 | 18.67 | 32.40 | 366.93 | 401.97 | 36.90 | 110.89 | 1,372.01 |
| 2041 | 250.31 | 152.15 | 17.46 | 33.05 | 388.04 | 382.71 | 35.07 | 113.11 | 1,371.90 |
| 2042 | 262.62 | 141.83 | 16.21 | 33.71 | 406.52 | 362.33 | 33.13 | 115.37 | 1,371.72 |
| 2043 | 274.93 | 130.34 | 14.90 | 34.39 | 427.64 | 340.99 | 31.10 | 117.68 | 1,371.96 |
| 2044 | 287.24 | 118.31 | 13.52 | 35.07 | 448.76 | 318.54 | 28.96 | 120.03 | 1,370.43 |
| 2045 | 299.55 | 105.74 | 12.08 | 35.78 | 475.16 | 293.86 | 26.71 | 122.43 | 1,371.31 |
| 2046 | 311.87 | 92.64 | 10.59 | 36.49 | 504.19 | 267.72 | 24.34 | 124.88 | 1,372.71 |
| 2047 | 328.28 | 78.99 | 9.03 | 37.22 | 527.95 | 239.99 | 21.82 | 127.38 | 1,370.66 |
| 2048 | 344.69 | 64.63 | 7.39 | 37.97 | 556.99 | 210.96 | 19.18 | 129.92 | 1,371.72 |
| 2049 | 361.11 | 49.55 | 5.66 | 38.72 | 586.03 | 180.32 | 16.39 | 132.52 | 1,370.31 |
| 2050 | 377.52 | 33.75 | 3.86 | 39.50 | 620.34 | 148.09 | 13.46 | 135.17 | 1,371.70 |
| 2051 | 393.93 | 17.23 | 1.97 | 40.29 | 654.66 | 113.97 | 10.36 | 137.88 | 1,370.30 |
| 2052 | - | - | - | - | 688.98 | 77.97 | 7.09 | 140.63 | 914.66 |
| 2053 | - | - | - | - | 728.57 | 40.07 | 3.64 | 143.45 | 915.73 |
| **Total** | **$ 6,380.93** | **$ 4,515.37** | **$ 527.11** | **$ 850.94** | **$ 11,205.76** | **$ 11,153.12** | **$ 1,030.98** | **$ 3,196.17** | **$ 38,860.38** |

[a] Interest is calculated at the actual rate of the Major Improvement Area PID Bonds.
[b] Interest is calculated at the actual rate of the Improvement Area #3 PID Bonds.
[c] Additional Interest is calculated at the Additional Interest Rate.
*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

# EXHIBIT T-5 – LOT TYPE 5 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO MANOR, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

**LOT TYPE 5 PRINCIPAL ASSESSMENT: $19,345.35**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Manor Heights Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____
SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____
SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

# ANNUAL INSTALLMENTS - LOT TYPE 5

| | Major Improvement Area Bonds | | | | Improvement Area #3 Bonds | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Installment Due 1/31 | Principal | Interest [a] | Additional Interest [c] | Annual Collection Costs | Principal | Interest [b] | Additional Interest [c] | Annual Collection Costs | Total Annual Installment |
| 2025 | $ 144.44 | $ 292.30 | $ 35.10 | $ 26.48 | $ 206.16 | $ 652.93 | $ 61.63 | $ 90.63 | $ 1,509.69 |
| 2026 | 153.47 | 287.79 | 34.37 | 27.01 | 209.07 | 643.66 | 60.60 | 92.44 | 1,508.42 |
| 2027 | 157.98 | 283.00 | 33.61 | 27.55 | 217.78 | 634.25 | 59.56 | 94.29 | 1,508.01 |
| 2028 | 162.50 | 277.07 | 32.82 | 28.10 | 229.39 | 624.45 | 58.47 | 96.18 | 1,508.98 |
| 2029 | 167.01 | 270.98 | 32.00 | 28.67 | 241.01 | 614.12 | 57.32 | 98.10 | 1,509.21 |
| 2030 | 176.04 | 264.71 | 31.17 | 29.24 | 246.82 | 603.28 | 56.11 | 100.06 | 1,507.44 |
| 2031 | 180.55 | 258.11 | 30.29 | 29.82 | 261.34 | 592.17 | 54.88 | 102.07 | 1,509.23 |
| 2032 | 189.58 | 251.34 | 29.39 | 30.42 | 272.95 | 578.45 | 53.57 | 104.11 | 1,509.81 |
| 2033 | 198.61 | 243.52 | 28.44 | 31.03 | 284.57 | 564.12 | 52.21 | 106.19 | 1,508.68 |
| 2034 | 207.64 | 235.33 | 27.44 | 31.65 | 299.08 | 549.18 | 50.79 | 108.31 | 1,509.43 |
| 2035 | 216.66 | 226.76 | 26.41 | 32.28 | 313.60 | 533.48 | 49.29 | 110.48 | 1,508.97 |
| 2036 | 225.69 | 217.83 | 25.32 | 32.93 | 328.12 | 517.02 | 47.72 | 112.69 | 1,507.32 |
| 2037 | 234.72 | 208.52 | 24.19 | 33.59 | 345.54 | 499.79 | 46.08 | 114.94 | 1,507.38 |
| 2038 | 243.75 | 198.83 | 23.02 | 34.26 | 365.87 | 481.65 | 44.35 | 117.24 | 1,508.98 |
| 2039 | 252.77 | 188.78 | 21.80 | 34.94 | 386.20 | 462.44 | 42.53 | 119.59 | 1,509.05 |
| 2040 | 266.32 | 178.35 | 20.54 | 35.64 | 403.62 | 442.17 | 40.59 | 121.98 | 1,509.21 |
| 2041 | 275.34 | 167.37 | 19.21 | 36.36 | 426.85 | 420.98 | 38.58 | 124.42 | 1,509.09 |
| 2042 | 288.89 | 156.01 | 17.83 | 37.08 | 447.17 | 398.57 | 36.44 | 126.91 | 1,508.90 |
| 2043 | 302.43 | 143.37 | 16.39 | 37.82 | 470.40 | 375.09 | 34.21 | 129.44 | 1,509.15 |
| 2044 | 315.97 | 130.14 | 14.87 | 38.58 | 493.63 | 350.39 | 31.85 | 132.03 | 1,507.48 |
| 2045 | 329.51 | 116.32 | 13.29 | 39.35 | 522.67 | 323.24 | 29.39 | 134.67 | 1,508.45 |
| 2046 | 343.05 | 101.90 | 11.65 | 40.14 | 554.61 | 294.50 | 26.77 | 137.37 | 1,509.99 |
| 2047 | 361.11 | 86.89 | 9.93 | 40.94 | 580.75 | 263.99 | 24.00 | 140.11 | 1,507.72 |
| 2048 | 379.16 | 71.09 | 8.12 | 41.76 | 612.69 | 232.05 | 21.10 | 142.92 | 1,508.89 |
| 2049 | 397.22 | 54.50 | 6.23 | 42.60 | 644.63 | 198.35 | 18.03 | 145.77 | 1,507.34 |
| 2050 | 415.27 | 37.13 | 4.24 | 43.45 | 682.38 | 162.90 | 14.81 | 148.69 | 1,508.87 |
| 2051 | 433.33 | 18.96 | 2.17 | 44.32 | 720.13 | 125.37 | 11.40 | 151.66 | 1,507.33 |
| 2052 | - | - | - | - | 757.87 | 85.76 | 7.80 | 154.70 | 1,006.13 |
| 2053 | - | - | - | - | 801.43 | 44.08 | 4.01 | 157.79 | 1,007.31 |
| **Total** | **$ 7,019.02** | **$ 4,966.91** | **$ 579.83** | **$ 936.04** | **$ 12,326.33** | **$ 12,268.43** | **$ 1,134.08** | **$ 3,515.79** | **$ 42,746.42** |

[a] Interest is calculated at the actual rate of the Major Improvement Area PID Bonds.

[b] Interest is calculated at the actual rate of the Improvement Area #3 PID Bonds.

[c] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

# EXHIBIT T-6 – LOT TYPE 6 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO MANOR, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

**LOT TYPE 6 PRINCIPAL ASSESSMENT: $21,104.02**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Manor Heights Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____
SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____
SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

# ANNUAL INSTALLMENTS - LOT TYPE 6

| | Major Improvement Area Bonds | | | | Improvement Area #3 Bonds | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Installment Due 1/31 | Principal | Interest [a] | Additional Interest [c] | Annual Collection Costs | Principal | Interest [b] | Additional Interest [c] | Annual Collection Costs | Total Annual Installment |
| 2025 | $ 157.57 | $ 318.88 | $ 38.29 | $ 28.89 | $ 224.91 | $ 712.29 | $ 67.23 | $ 98.87 | $ 1,646.93 |
| 2026 | 167.42 | 313.95 | 37.50 | 29.47 | 228.07 | 702.17 | 66.11 | 100.85 | 1,645.54 |
| 2027 | 172.35 | 308.72 | 36.66 | 30.06 | 237.58 | 691.91 | 64.97 | 102.86 | 1,645.11 |
| 2028 | 177.27 | 302.26 | 35.80 | 30.66 | 250.25 | 681.22 | 63.78 | 104.92 | 1,646.16 |
| 2029 | 182.19 | 295.61 | 34.91 | 31.27 | 262.92 | 669.95 | 62.53 | 107.02 | 1,646.42 |
| 2030 | 192.04 | 288.78 | 34.00 | 31.90 | 269.25 | 658.12 | 61.22 | 109.16 | 1,644.48 |
| 2031 | 196.97 | 281.58 | 33.04 | 32.54 | 285.09 | 646.01 | 59.87 | 111.34 | 1,646.44 |
| 2032 | 206.82 | 274.19 | 32.06 | 33.19 | 297.76 | 631.04 | 58.44 | 113.57 | 1,647.07 |
| 2033 | 216.66 | 265.66 | 31.02 | 33.85 | 310.44 | 615.41 | 56.96 | 115.84 | 1,645.84 |
| 2034 | 226.51 | 256.72 | 29.94 | 34.53 | 326.27 | 599.11 | 55.40 | 118.16 | 1,646.65 |
| 2035 | 236.36 | 247.38 | 28.81 | 35.22 | 342.11 | 581.98 | 53.77 | 120.52 | 1,646.15 |
| 2036 | 246.21 | 237.63 | 27.62 | 35.92 | 357.95 | 564.02 | 52.06 | 122.93 | 1,644.35 |
| 2037 | 256.06 | 227.47 | 26.39 | 36.64 | 376.96 | 545.23 | 50.27 | 125.39 | 1,644.41 |
| 2038 | 265.91 | 216.91 | 25.11 | 37.37 | 399.13 | 525.44 | 48.39 | 127.90 | 1,646.16 |
| 2039 | 275.75 | 205.94 | 23.78 | 38.12 | 421.30 | 504.48 | 46.39 | 130.46 | 1,646.24 |
| 2040 | 290.53 | 194.57 | 22.41 | 38.88 | 440.31 | 482.36 | 44.28 | 133.07 | 1,646.41 |
| 2041 | 300.38 | 182.58 | 20.95 | 39.66 | 465.65 | 459.25 | 42.08 | 135.73 | 1,646.28 |
| 2042 | 315.15 | 170.19 | 19.45 | 40.45 | 487.83 | 434.80 | 39.75 | 138.44 | 1,646.07 |
| 2043 | 329.92 | 156.40 | 17.87 | 41.26 | 513.17 | 409.19 | 37.32 | 141.21 | 1,646.35 |
| 2044 | 344.69 | 141.97 | 16.23 | 42.09 | 538.51 | 382.25 | 34.75 | 144.04 | 1,644.52 |
| 2045 | 359.47 | 126.89 | 14.50 | 42.93 | 570.19 | 352.63 | 32.06 | 146.92 | 1,645.58 |
| 2046 | 374.24 | 111.16 | 12.70 | 43.79 | 605.03 | 321.27 | 29.21 | 149.85 | 1,647.26 |
| 2047 | 393.93 | 94.79 | 10.83 | 44.66 | 633.54 | 287.99 | 26.18 | 152.85 | 1,644.79 |
| 2048 | 413.63 | 77.56 | 8.86 | 45.56 | 668.39 | 253.15 | 23.01 | 155.91 | 1,646.06 |
| 2049 | 433.33 | 59.46 | 6.80 | 46.47 | 703.23 | 216.39 | 19.67 | 159.03 | 1,644.37 |
| 2050 | 453.03 | 40.50 | 4.63 | 47.40 | 744.41 | 177.71 | 16.16 | 162.21 | 1,646.04 |
| 2051 | 472.72 | 20.68 | 2.36 | 48.35 | 785.59 | 136.77 | 12.43 | 165.45 | 1,644.36 |
| 2052 | - | - | - | - | 826.77 | 93.56 | 8.51 | 168.76 | 1,097.60 |
| 2053 | - | - | - | - | 874.29 | 48.09 | 4.37 | 172.14 | 1,098.88 |
| **Total** | **$ 7,657.11** | **$ 5,418.45** | **$ 632.54** | **$ 1,021.13** | **$ 13,446.91** | **$ 13,383.74** | **$ 1,237.18** | **$ 3,835.40** | **$ 46,632.46** |

[a] Interest is calculated at the actual rate of the Major Improvement Area PID Bonds.

[b] Interest is calculated at the actual rate of the Improvement Area #3 PID Bonds.

[c] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

# EXHIBIT T-7 – LOT TYPE 7 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO MANOR, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

**LOT TYPE 7 PRINCIPAL ASSESSMENT: $17,153.77**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Manor Heights Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____
SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____
SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

# ANNUAL INSTALLMENTS - LOT TYPE 7

| | Major Improvement Area Bonds | | | | Improvement Area #4 Bonds | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Installment Due 1/31 | Principal | Interest [a] | Additional Interest [c] | Annual Collection Costs | Principal | Interest [b] | Capitalized Interest | Additional Interest [c] | Annual Collection Costs | Total Annual Installment |
| 2025 | $ 135.87 | $ 274.95 | $ 33.01 | $ 24.91 | $ - | $ 861.71 | $ (861.71) | $ - | $ - | $ 468.74 |
| 2026 | 144.36 | 270.70 | 32.33 | 25.41 | 122.79 | 646.28 | - | 52.76 | 64.96 | 1,359.59 |
| 2027 | 148.60 | 266.19 | 31.61 | 25.92 | 131.11 | 638.76 | - | 52.14 | 66.26 | 1,360.60 |
| 2028 | 152.85 | 260.62 | 30.87 | 26.44 | 139.44 | 630.73 | - | 51.49 | 67.58 | 1,360.01 |
| 2029 | 157.10 | 254.89 | 30.10 | 26.96 | 149.84 | 622.19 | - | 50.79 | 68.93 | 1,360.81 |
| 2030 | 165.59 | 249.00 | 29.32 | 27.50 | 156.09 | 613.01 | - | 50.04 | 70.31 | 1,360.86 |
| 2031 | 169.83 | 242.79 | 28.49 | 28.05 | 166.49 | 603.45 | - | 49.26 | 71.72 | 1,360.09 |
| 2032 | 178.32 | 236.42 | 27.64 | 28.61 | 174.82 | 593.25 | - | 48.43 | 73.15 | 1,360.65 |
| 2033 | 186.82 | 229.06 | 26.75 | 29.19 | 183.14 | 582.54 | - | 47.55 | 74.62 | 1,359.67 |
| 2034 | 195.31 | 221.36 | 25.81 | 29.77 | 193.55 | 571.33 | - | 46.64 | 76.11 | 1,359.87 |
| 2035 | 203.80 | 213.30 | 24.84 | 30.37 | 203.95 | 559.47 | - | 45.67 | 77.63 | 1,359.03 |
| 2036 | 212.29 | 204.89 | 23.82 | 30.97 | 216.44 | 546.98 | - | 44.65 | 79.18 | 1,359.23 |
| 2037 | 220.78 | 196.14 | 22.76 | 31.59 | 231.01 | 533.72 | - | 43.57 | 80.77 | 1,360.34 |
| 2038 | 229.27 | 187.03 | 21.65 | 32.22 | 245.58 | 519.57 | - | 42.41 | 82.38 | 1,360.13 |
| 2039 | 237.77 | 177.57 | 20.51 | 32.87 | 260.15 | 504.53 | - | 41.19 | 84.03 | 1,358.61 |
| 2040 | 250.50 | 167.76 | 19.32 | 33.53 | 274.71 | 488.60 | - | 39.89 | 85.71 | 1,360.02 |
| 2041 | 259.00 | 157.43 | 18.07 | 34.20 | 293.44 | 471.77 | - | 38.51 | 87.42 | 1,359.84 |
| 2042 | 271.73 | 146.75 | 16.77 | 34.88 | 310.09 | 453.80 | - | 37.04 | 89.17 | 1,360.24 |
| 2043 | 284.47 | 134.86 | 15.41 | 35.58 | 328.82 | 434.80 | - | 35.49 | 90.96 | 1,360.40 |
| 2044 | 297.21 | 122.41 | 13.99 | 36.29 | 347.55 | 414.66 | - | 33.85 | 92.78 | 1,358.75 |
| 2045 | 309.95 | 109.41 | 12.50 | 37.02 | 370.45 | 393.38 | - | 32.11 | 94.63 | 1,359.44 |
| 2046 | 322.68 | 95.85 | 10.95 | 37.76 | 393.34 | 370.69 | - | 30.26 | 96.52 | 1,358.05 |
| 2047 | 339.67 | 81.73 | 9.34 | 38.51 | 416.23 | 346.59 | - | 28.29 | 98.45 | 1,358.83 |
| 2048 | 356.65 | 66.87 | 7.64 | 39.28 | 441.21 | 321.10 | - | 26.21 | 100.42 | 1,359.39 |
| 2049 | 373.63 | 51.27 | 5.86 | 40.07 | 468.26 | 294.08 | - | 24.01 | 102.43 | 1,359.60 |
| 2050 | 390.62 | 34.92 | 3.99 | 40.87 | 497.40 | 265.40 | - | 21.66 | 104.48 | 1,359.34 |
| 2051 | 407.60 | 17.83 | 2.04 | 41.69 | 528.62 | 234.93 | - | 19.18 | 106.57 | 1,358.45 |
| 2052 | - | - | - | - | 1,034.34 | 202.55 | - | 16.53 | 108.70 | 1,362.13 |
| 2053 | - | - | - | - | 1,100.94 | 139.20 | - | 11.36 | 110.87 | 1,362.37 |
| 2054 | - | - | - | - | 1,171.70 | 71.77 | - | 5.86 | 113.09 | 1,362.41 |
| **Total** | **$ 6,602.26** | **$ 4,672.00** | **$ 545.40** | **$ 880.46** | **$ 10,551.51** | **$ 13,930.84** | **$ (861.71)** | **$ 1,066.87** | **$ 2,519.84** | **$ 39,907.47** |

[a] Interest is calculated at the actual rate of the Major Improvement Area PID Bonds.
[b] Interest is calculated at a rate of 6.125% for illustrative purposes.
[c] Additional Interest is calculated at the Additional Interest Rate.
*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

# EXHIBIT T-8 – LOT TYPE 8 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO MANOR, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

**LOT TYPE 8 PRINCIPAL ASSESSMENT: $18,869.15**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Manor Heights Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____
SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____
SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

# ANNUAL INSTALLMENTS - LOT TYPE 8

| | Major Improvement Area Bonds | | | | Improvement Area #4 Bonds | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Installment Due 1/31 | Principal | Interest [a] | Additional Interest [c] | Annual Collection Costs | Principal | Interest [b] | Capitalized Interest | Additional Interest [c] | Annual Collection Costs | Total Annual Installment |
| 2025 | $ 149.45 | $ 302.44 | $ 36.31 | $ 27.40 | $ - | $ 947.88 | $ (947.88) | $ - | $ - | $ 515.61 |
| 2026 | 158.79 | 297.77 | 35.57 | 27.95 | 135.07 | 710.91 | - | 58.03 | 71.45 | 1,495.54 |
| 2027 | 163.46 | 292.81 | 34.77 | 28.51 | 144.22 | 702.64 | - | 57.36 | 72.88 | 1,496.66 |
| 2028 | 168.13 | 286.68 | 33.95 | 29.08 | 153.38 | 693.80 | - | 56.64 | 74.34 | 1,496.01 |
| 2029 | 172.81 | 280.38 | 33.11 | 29.66 | 164.83 | 684.41 | - | 55.87 | 75.83 | 1,496.89 |
| 2030 | 182.15 | 273.90 | 32.25 | 30.25 | 171.70 | 674.31 | - | 55.05 | 77.34 | 1,496.94 |
| 2031 | 186.82 | 267.07 | 31.34 | 30.86 | 183.14 | 663.79 | - | 54.19 | 78.89 | 1,496.09 |
| 2032 | 196.16 | 260.06 | 30.40 | 31.48 | 192.30 | 652.58 | - | 53.27 | 80.47 | 1,496.71 |
| 2033 | 205.50 | 251.97 | 29.42 | 32.11 | 201.46 | 640.80 | - | 52.31 | 82.08 | 1,495.64 |
| 2034 | 214.84 | 243.49 | 28.40 | 32.75 | 212.90 | 628.46 | - | 51.30 | 83.72 | 1,495.86 |
| 2035 | 224.18 | 234.63 | 27.32 | 33.40 | 224.35 | 615.42 | - | 50.24 | 85.39 | 1,494.93 |
| 2036 | 233.52 | 225.38 | 26.20 | 34.07 | 238.09 | 601.68 | - | 49.12 | 87.10 | 1,495.16 |
| 2037 | 242.86 | 215.75 | 25.03 | 34.75 | 254.11 | 587.09 | - | 47.93 | 88.84 | 1,496.37 |
| 2038 | 252.20 | 205.73 | 23.82 | 35.45 | 270.14 | 571.53 | - | 46.66 | 90.62 | 1,496.14 |
| 2039 | 261.54 | 195.33 | 22.56 | 36.16 | 286.16 | 554.98 | - | 45.30 | 92.43 | 1,494.47 |
| 2040 | 275.55 | 184.54 | 21.25 | 36.88 | 302.19 | 537.46 | - | 43.87 | 94.28 | 1,496.02 |
| 2041 | 284.90 | 173.17 | 19.87 | 37.62 | 322.79 | 518.95 | - | 42.36 | 96.17 | 1,495.82 |
| 2042 | 298.91 | 161.42 | 18.45 | 38.37 | 341.10 | 499.18 | - | 40.75 | 98.09 | 1,496.26 |
| 2043 | 312.92 | 148.34 | 16.95 | 39.14 | 361.71 | 478.29 | - | 39.04 | 100.05 | 1,496.44 |
| 2044 | 326.93 | 134.65 | 15.39 | 39.92 | 382.31 | 456.13 | - | 37.24 | 102.05 | 1,494.62 |
| 2045 | 340.94 | 120.35 | 13.75 | 40.72 | 407.49 | 432.71 | - | 35.32 | 104.09 | 1,495.39 |
| 2046 | 354.95 | 105.43 | 12.05 | 41.53 | 432.67 | 407.76 | - | 33.29 | 106.18 | 1,493.86 |
| 2047 | 373.63 | 89.91 | 10.27 | 42.36 | 457.86 | 381.25 | - | 31.12 | 108.30 | 1,494.71 |
| 2048 | 392.31 | 73.56 | 8.41 | 43.21 | 485.33 | 353.21 | - | 28.83 | 110.46 | 1,495.33 |
| 2049 | 411.00 | 56.40 | 6.45 | 44.07 | 515.09 | 323.48 | - | 26.41 | 112.67 | 1,495.56 |
| 2050 | 429.68 | 38.41 | 4.39 | 44.96 | 547.14 | 291.93 | - | 23.83 | 114.93 | 1,495.27 |
| 2051 | 448.36 | 19.62 | 2.24 | 45.86 | 581.48 | 258.42 | - | 21.10 | 117.23 | 1,494.29 |
| 2052 | - | - | - | - | 1,137.77 | 222.81 | - | 18.19 | 119.57 | 1,498.34 |
| 2053 | - | - | - | - | 1,211.03 | 153.12 | - | 12.50 | 121.96 | 1,498.61 |
| 2054 | - | - | - | - | 1,288.87 | 78.94 | - | 6.44 | 124.40 | 1,498.65 |
| **Total** | **$ 7,262.49** | **$ 5,139.20** | **$ 599.94** | **$ 968.51** | **$ 11,606.66** | **$ 15,323.92** | **$ (947.88)** | **$ 1,173.55** | **$ 2,771.82** | **$ 43,898.21** |

[a] Interest is calculated at the actual rate of the Major Improvement Area PID Bonds.
[b] Interest is calculated at a rate of 6.125% for illustrative purposes.
[c] Additional Interest is calculated at the Additional Interest Rate.
*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

# EXHIBIT T-9 – LOT TYPE 9 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO MANOR, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

**LOT TYPE 9 PRINCIPAL ASSESSMENT: $20,584.52**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Manor Heights Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____
SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____
SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

# ANNUAL INSTALLMENTS - LOT TYPE 9

| | Major Improvement Area Bonds | | | | Improvement Area #4 Bonds | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Installment Due 1/31 | Principal | Interest [a] | Additional Interest [c] | Annual Collection Costs | Principal | Interest [b] | Capitalized Interest | Additional Interest [c] | Annual Collection Costs | Total Annual Installment |
| 2025 | $ 163.04 | $ 329.94 | $ 39.61 | $ 29.89 | $ - | $ 1,034.05 | $ (1,034.05) | $ - | $ - | $ 562.49 |
| 2026 | 173.23 | 324.84 | 38.80 | 30.49 | 147.35 | 775.54 | - | 63.31 | 77.95 | 1,631.50 |
| 2027 | 178.32 | 319.43 | 37.93 | 31.10 | 157.34 | 766.51 | - | 62.57 | 79.51 | 1,632.72 |
| 2028 | 183.42 | 312.74 | 37.04 | 31.72 | 167.33 | 756.87 | - | 61.79 | 81.10 | 1,632.01 |
| 2029 | 188.51 | 305.87 | 36.12 | 32.36 | 179.81 | 746.63 | - | 60.95 | 82.72 | 1,632.97 |
| 2030 | 198.70 | 298.80 | 35.18 | 33.00 | 187.30 | 735.61 | - | 60.05 | 84.37 | 1,633.03 |
| 2031 | 203.80 | 291.34 | 34.19 | 33.66 | 199.79 | 724.14 | - | 59.11 | 86.06 | 1,632.10 |
| 2032 | 213.99 | 283.70 | 33.17 | 34.34 | 209.78 | 711.90 | - | 58.11 | 87.78 | 1,632.78 |
| 2033 | 224.18 | 274.87 | 32.10 | 35.02 | 219.77 | 699.05 | - | 57.07 | 89.54 | 1,631.61 |
| 2034 | 234.37 | 265.63 | 30.98 | 35.73 | 232.26 | 685.59 | - | 55.97 | 91.33 | 1,631.85 |
| 2035 | 244.56 | 255.96 | 29.81 | 36.44 | 244.75 | 671.37 | - | 54.81 | 93.16 | 1,630.84 |
| 2036 | 254.75 | 245.87 | 28.58 | 37.17 | 259.73 | 656.38 | - | 53.58 | 95.02 | 1,631.08 |
| 2037 | 264.94 | 235.36 | 27.31 | 37.91 | 277.21 | 640.47 | - | 52.28 | 96.92 | 1,632.40 |
| 2038 | 275.13 | 224.43 | 25.98 | 38.67 | 294.69 | 623.49 | - | 50.90 | 98.86 | 1,632.15 |
| 2039 | 285.32 | 213.09 | 24.61 | 39.44 | 312.17 | 605.44 | - | 49.42 | 100.84 | 1,630.33 |
| 2040 | 300.60 | 201.32 | 23.18 | 40.23 | 329.66 | 586.32 | - | 47.86 | 102.85 | 1,632.02 |
| 2041 | 310.79 | 188.92 | 21.68 | 41.04 | 352.13 | 566.13 | - | 46.21 | 104.91 | 1,631.81 |
| 2042 | 326.08 | 176.10 | 20.13 | 41.86 | 372.11 | 544.56 | - | 44.45 | 107.01 | 1,632.29 |
| 2043 | 341.36 | 161.83 | 18.49 | 42.69 | 394.59 | 521.77 | - | 42.59 | 109.15 | 1,632.48 |
| 2044 | 356.65 | 146.90 | 16.79 | 43.55 | 417.07 | 497.60 | - | 40.62 | 111.33 | 1,630.49 |
| 2045 | 371.93 | 131.29 | 15.00 | 44.42 | 444.54 | 472.05 | - | 38.53 | 113.56 | 1,631.33 |
| 2046 | 387.22 | 115.02 | 13.15 | 45.31 | 472.01 | 444.82 | - | 36.31 | 115.83 | 1,629.66 |
| 2047 | 407.60 | 98.08 | 11.21 | 46.21 | 499.48 | 415.91 | - | 33.95 | 118.14 | 1,630.59 |
| 2048 | 427.98 | 80.25 | 9.17 | 47.14 | 529.45 | 385.32 | - | 31.45 | 120.51 | 1,631.27 |
| 2049 | 448.36 | 61.52 | 7.03 | 48.08 | 561.91 | 352.89 | - | 28.81 | 122.92 | 1,631.53 |
| 2050 | 468.74 | 41.91 | 4.79 | 49.04 | 596.88 | 318.47 | - | 26.00 | 125.38 | 1,631.20 |
| 2051 | 489.12 | 21.40 | 2.45 | 50.02 | 634.34 | 281.92 | - | 23.01 | 127.88 | 1,630.14 |
| 2052 | - | - | - | - | 1,241.21 | 243.06 | - | 19.84 | 130.44 | 1,634.55 |
| 2053 | - | - | - | - | 1,321.12 | 167.04 | - | 13.64 | 133.05 | 1,634.85 |
| 2054 | - | - | - | - | 1,406.04 | 86.12 | - | 7.03 | 135.71 | 1,634.90 |
| **Total** | **$ 7,922.71** | **$ 5,606.40** | **$ 654.48** | **$ 1,056.55** | **$ 12,661.81** | **$ 16,717.01** | **$ (1,034.05)** | **$ 1,280.24** | **$ 3,023.81** | **$ 47,888.96** |

[a] Interest is calculated at the actual rate of the Major Improvement Area PID Bonds.
[b] Interest is calculated at a rate of 6.125% for illustrative purposes.
[c] Additional Interest is calculated at the Additional Interest Rate.
*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

# EXHIBIT T-10 – LOT TYPE 10 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO MANOR, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

**LOT TYPE 10 PRINCIPAL ASSESSMENT: $12,762.47**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Manor Heights Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____
SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____
SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

# ANNUAL INSTALLMENTS - LOT TYPE 10

| | Major Improvement Area Bonds | | | | Improvement Area #3 Bonds | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Installment Due 1/31 | Principal | Interest [a] | Additional Interest [c] | Annual Collection Costs | Principal | Interest [b] | Additional Interest [c] | Annual Collection Costs | Total Annual Installment |
| 2025 | $ 95.29 | $ 192.84 | $ 23.15 | $ 17.47 | $ 136.01 | $ 430.75 | $ 40.66 | $ 59.79 | $ 995.97 |
| 2026 | 101.25 | 189.86 | 22.68 | 17.82 | 137.93 | 424.63 | 39.98 | 60.99 | 995.13 |
| 2027 | 104.23 | 186.70 | 22.17 | 18.18 | 143.67 | 418.42 | 39.29 | 62.21 | 994.86 |
| 2028 | 107.20 | 182.79 | 21.65 | 18.54 | 151.34 | 411.96 | 38.57 | 63.45 | 995.50 |
| 2029 | 110.18 | 178.77 | 21.11 | 18.91 | 159.00 | 405.15 | 37.81 | 64.72 | 995.66 |
| 2030 | 116.14 | 174.64 | 20.56 | 19.29 | 162.83 | 397.99 | 37.02 | 66.01 | 994.48 |
| 2031 | 119.11 | 170.28 | 19.98 | 19.68 | 172.41 | 390.67 | 36.21 | 67.33 | 995.67 |
| 2032 | 125.07 | 165.81 | 19.39 | 20.07 | 180.07 | 381.62 | 35.34 | 68.68 | 996.05 |
| 2033 | 131.03 | 160.66 | 18.76 | 20.47 | 187.73 | 372.16 | 34.44 | 70.05 | 995.30 |
| 2034 | 136.98 | 155.25 | 18.11 | 20.88 | 197.31 | 362.31 | 33.50 | 71.46 | 995.79 |
| 2035 | 142.94 | 149.60 | 17.42 | 21.30 | 206.89 | 351.95 | 32.52 | 72.88 | 995.49 |
| 2036 | 148.89 | 143.70 | 16.71 | 21.72 | 216.47 | 341.08 | 31.48 | 74.34 | 994.41 |
| 2037 | 154.85 | 137.56 | 15.96 | 22.16 | 227.96 | 329.72 | 30.40 | 75.83 | 994.44 |
| 2038 | 160.80 | 131.17 | 15.19 | 22.60 | 241.37 | 317.75 | 29.26 | 77.35 | 995.50 |
| 2039 | 166.76 | 124.54 | 14.38 | 23.05 | 254.78 | 305.08 | 28.05 | 78.89 | 995.55 |
| 2040 | 175.69 | 117.66 | 13.55 | 23.51 | 266.27 | 291.70 | 26.78 | 80.47 | 995.65 |
| 2041 | 181.65 | 110.42 | 12.67 | 23.98 | 281.60 | 277.72 | 25.45 | 82.08 | 995.57 |
| 2042 | 190.58 | 102.92 | 11.76 | 24.46 | 295.01 | 262.94 | 24.04 | 83.72 | 995.45 |
| 2043 | 199.52 | 94.58 | 10.81 | 24.95 | 310.33 | 247.45 | 22.57 | 85.40 | 995.61 |
| 2044 | 208.45 | 85.86 | 9.81 | 25.45 | 325.66 | 231.16 | 21.01 | 87.10 | 994.51 |
| 2045 | 217.38 | 76.74 | 8.77 | 25.96 | 344.82 | 213.25 | 19.39 | 88.85 | 995.15 |
| 2046 | 226.32 | 67.23 | 7.68 | 26.48 | 365.89 | 194.28 | 17.66 | 90.62 | 996.16 |
| 2047 | 238.23 | 57.32 | 6.55 | 27.01 | 383.13 | 174.16 | 15.83 | 92.44 | 994.67 |
| 2048 | 250.14 | 46.90 | 5.36 | 27.55 | 404.20 | 153.09 | 13.92 | 94.28 | 995.44 |
| 2049 | 262.05 | 35.96 | 4.11 | 28.10 | 425.27 | 130.86 | 11.90 | 96.17 | 994.42 |
| 2050 | 273.96 | 24.49 | 2.80 | 28.66 | 450.18 | 107.47 | 9.77 | 98.09 | 995.43 |
| 2051 | 285.87 | 12.51 | 1.43 | 29.24 | 475.08 | 82.71 | 7.52 | 100.06 | 994.41 |
| 2052 | - | - | - | - | 499.98 | 56.58 | 5.14 | 102.06 | 663.76 |
| 2053 | - | - | - | - | 528.72 | 29.08 | 2.64 | 104.10 | 664.54 |
| **Total** | **$ 4,630.57** | **$ 3,276.76** | **$ 382.52** | **$ 617.52** | **$ 8,131.90** | **$ 8,093.70** | **$ 748.17** | **$ 2,319.43** | **$ 28,200.57** |

[a] Interest is calculated at the actual rate of the Major Improvement Area PID Bonds.
[b] Interest is calculated at the actual rate of the Improvement Area #3 PID Bonds.
[c] Additional Interest is calculated at the Additional Interest Rate.
*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

# EXHIBIT U – IMPROVEMENT AREA #3 ENGINEERING REPORT

# EXHIBIT V - IMPROVEMENT AREA #4 ENGINEERING REPORT

# APPENDIX A – FINAL PLATS WITHIN THE DISTRICT

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APPENDIX D

FORM OF OPINION OF BOND COUNSEL

Bickerstaff
Heath Delgado Acosta LLP

_____

$_____,000
CITY OF MANOR, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #4 PROJECT)

WE HAVE ACTED AS BOND COUNSEL in connection with the issuance by the City of Manor, Texas (the "City") of its $____,000 aggregate original principal amount of Special Assessment Revenue Bonds, Series 2024 (Manor Heights Public Improvement District Improvement Area #4 Project) (the "Bonds"), dated _____, 2024.

IN OUR CAPACITY AS BOND COUNSEL we have examined the applicable and pertinent provisions of the Constitution and laws of the State of Texas; the Internal Revenue Code of 1986, as amended to the date hereof (the "Code"), the regulations of the United States Department of the Treasury adopted thereunder, rulings and procedures thereunder pertinent to this opinion; an ordinance of the City Council of the City (the "City Council") authorizing the Bonds adopted on ___, 2024 (the "Bond Ordinance"); the Indenture of Trust, dated ____ 1, 2024 (the "Indenture"), by and between the City and UMB Bank, N.A., as Trustee authorizing the issuance of the Bonds; a transcript of certified proceedings of the City Council relating to the authorization, issuance, sale and delivery of the Bonds, including the Bond Ordinance, the Indenture, the Bonds and opinions of officials of the City; the Arbitrage and Tax Certificate of the City; and other pertinent instruments authorizing and relating to the issuance of the Bonds. We have examined the Initial Bond (as defined in the Indenture) which we found to be in due form and properly executed. As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

BASED ON OUR EXAMINATION, we are of the opinion as of the date hereof and under existing law, as follows:

1. The Bonds are valid and legally binding obligations of the City enforceable in accordance with their terms, except as their enforceability may be limited by bankruptcy, insolvency, or other laws affecting creditors' rights generally and as may be affected by matters involving the exercise of equitable or judicial discretion.

2. The Bonds are secured by and payable solely from the Trust Estate, as defined in the Indenture. The Owners of the Bonds shall never have the right to demand payment thereof from any funds raised by taxation, or from any other revenues, properties, or income of the City.

3. Under existing statutes, regulations, rulings, and court decisions, interest on the Bonds is excludable from gross income for federal income tax purposes pursuant to Section 103 of the Code and will not constitute a specific item of tax preference under Section 57 of the Code for purposes of calculating the alternative minimum tax imposed on individuals.

In rendering this opinion, we have assumed continuing compliance by the City with the covenants contained in the Ordinance and the Arbitrage and Tax Certificate, that it will comply with the applicable requirements of the Code, including requirements relating to, *inter alia*, the use and investment of proceeds of the Bonds and rebate to the United States Treasury of specified arbitrage earnings, if any, under Section 148(f) of the Code. Failure of the City to comply with such covenants could result in the interest on the Bonds being subject to federal income tax from the date of issue. We have not undertaken to monitor compliance with such covenants or to advise any party as to changes in the law after the date hereof that may affect the tax-exempt status of the interest on the Bonds.

In the case of certain corporate holders of the Bonds, all or a portion of the interest on the Bonds may be included in the calculation of the alternative minimum tax imposed on certain corporations as a result of the inclusion of interest on the Bonds in adjusted financial statement income. We express no opinion regarding any federal tax consequences other than the opinion expressed in paragraph 3, above.

The opinions set forth above are based on existing law, which is subject to change. Such opinions are further based on our knowledge of facts as of the date hereof. We assume no duty to update or supplement these opinions to reflect any facts or circumstances that may hereafter come to our attention or to reflect any changes in any law that may hereafter occur or become effective. Moreover, our opinions are not a guarantee of result and are not binding on the Internal Revenue Service; rather, such opinions represent our legal judgment based upon our review of existing law and in reliance upon the representations and covenants referenced above that we deem relevant to such opinions. We observe that the City has covenanted in the Indenture not to take any action, or omit to take any action within its control, that if taken or omitted, respectively, may result in the treatment of interest on the Bonds as includable in gross income for federal income tax purposes.

Respectfully,

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APPENDIX E-l

FORM OF DISCLOSURE AGREEMENT OF ISSUER

**CITY OF MANOR, TEXAS,**
**SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024**
**(MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT**
**IMPROVEMENT AREA #4 PROJECT)**

# CONTINUING DISCLOSURE AGREEMENT OF ISSUER

This Continuing Disclosure Agreement of Issuer dated as of May 1, 2024 (this "Disclosure Agreement") is executed and delivered by and between the City of Manor, Texas (the "Issuer"), P3Works, LLC (the "Administrator"), and UMB Bank, N.A., Austin, Texas (acting solely in its capacity as dissemination agent (the "Dissemination Agent") with respect to the Issuer's "Special Assessment Revenue Bonds, Series 2024 (Manor Heights Public Improvement District Improvement Area #4 Project)" (the "Bonds"). The Issuer, the Administrator and the Dissemination Agent covenant and agree as follows:

Section 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Administrator and the Dissemination Agent for the benefit of the Owners (defined below) and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Disclosure Agreement shall be filed with the MSRB through EMMA (defined below).

Section 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust dated as of May 1, 2024, between the Issuer and Trustee relating to the Bonds (the "Indenture"), which apply to any capitalized term used in this Disclosure Agreement, including the Exhibits hereto, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Administrator" shall mean P3Works, LLC, or an officer or employee of the City or third party designee of the City who is not an officer or employee thereof, identified in any indenture of trust relating to the Bonds or any other agreement or document approved by the Issuer related to the duties and responsibilities of the administration of the District.

"Annual Collection Costs" shall have the meaning assigned to such term in the Indenture.

"Annual Financial Information" shall mean annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

"Annual Installment" shall have the meaning assigned to such term in the Indenture.

"Annual Issuer Report" shall mean any Annual Issuer Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Assessment(s)" shall have the meaning assigned to such term in the Indenture.

"Business Day" means any day other than a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of

the Paying Agent/Registrar (as each term is defined in the Indenture) is located are required or authorized by law or executive order to close.

"Developer" shall mean Forestar (USA) Real Estate Group, Inc., a Delaware corporation, and its designated successors and assigns.

"Disclosure Agreement of Developer" shall mean the Continuing Disclosure Agreement of Developer relating to the Bonds dated as of May 1, 2024, executed and delivered by the Developer, the Administrator and the Dissemination Agent.

"Disclosure Representative" shall mean such officer or employee of the Issuer as the Issuer may designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean UMB Bank, N.A., Austin, Texas, a national banking association duly organized and existing under the laws of the United States, in its capacity as dissemination agent, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Trustee a written acceptance of such designation.

"District" shall mean Manor Heights Public Improvement District.

"EMMA" shall mean the Electronic Municipal Market Access System available on the internet at http://emma.msrb.org.

"Fiscal Year" shall mean the Issuer's fiscal year, currently the calendar year from October 1 through September 30.

"Foreclosure Proceeds" shall have the meaning assigned to such term in the Indenture.

"Improvement Area #4" shall have the meaning assigned to such term in the Indenture.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

"MSRB" shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive reports pursuant to the Rule.

"Outstanding" shall have the meaning assigned to such term in the Indenture.

"Owner" shall mean the registered owner of any Bonds.

"Participating Underwriter" shall mean FMSbonds, Inc. and its successors and assigns.

"Prepayment(s)" shall have the meaning assigned to such term in the Indenture.

"Rule" shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"SEC" shall mean the United States Securities and Exchange Commission.

"Service and Assessment Plan" shall have the meaning assigned to such term in the Indenture.

"Trustee" shall mean UMB Bank, N.A., Austin, Texas, a national banking association duly organized and existing under the laws of the United States, acting solely in its capacity as trustee, or any successor trustee pursuant to the Indenture.

Section 3. Provision of Annual Issuer Reports.

(a) The Issuer shall cause and hereby directs the Administrator to compile and prepare the Annual Issuer Report. The Administrator shall provide such Annual Issuer Report to the Issuer and the Dissemination Agent no later than ten (10) Business Days before the expiration of six months after the end of each Fiscal Year.

(b) The Issuer shall cause and hereby directs the Dissemination Agent to provide or cause to be provided to the MSRB, in the electronic or other format required by the MSRB, commencing with the Fiscal Year ending September 30, 2024, an Annual Issuer Report provided to the Dissemination Agent which is consistent with the requirements of Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Issuer, if prepared and available, may be submitted separately from the Annual Issuer Report, and later than the date required in this paragraph for the filing of the Annual Issuer Report if audited financial statements are not available by that date; provided further, however, that the Annual Financial Information must be submitted not later than six months after the end of the Issuer's Fiscal Year. In each case, the Annual Issuer Report may be submitted as a single document or as separate documents comprising a package and may include by reference other information as provided in Section 4 of this Disclosure Agreement. If the Issuer's Fiscal Year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(a). All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(c) The Issuer shall or shall cause the Dissemination Agent to:

(1) determine the filing address or other filing location of the MSRB each year within ten (10) Business Days prior to filing the Annual Issuer Report on the date required in subsection (a);

(2) file the Annual Issuer Report (excluding the audited financial statements of the Issuer, if any, which shall be filed by the Issuer or the Dissemination Agent upon receipt from the Issuer) containing or incorporating by reference the information set forth in Section 4 hereof;

(3) file audited financial statements of the Issuer pursuant to Section 4(b) herein; and

(4) if the Issuer has provided the Dissemination Agent with the completed Annual Issuer Report and the Dissemination Agent has filed such Annual Issuer Report with the MSRB, then the Dissemination Agent shall file a report with the Issuer certifying that the Annual Issuer Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB, which report shall include a filing receipt from the MSRB.

Section 4. Content and Timing of Annual Issuer Reports. The Annual Issuer Report for the Bonds shall contain or incorporate by reference, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent, the following:

(a) *Annual Financial Information*. Within six (6) months after the end of each Fiscal Year the Annual Financial Information of the Issuer (any or all of which may be unaudited) being:

(1) Tables setting forth the following information, as of the end of such Fiscal Year:

(A) For the Bonds, the maturity date or dates, the interest rate or rates, the original aggregate principal amount and principal amount remaining Outstanding; and

(B) The amounts in the funds and accounts under the Indenture securing the Bonds and a description of the related investments.

(2) The principal and interest paid on the Bonds during such Fiscal Year and the minimum scheduled principal and interest required to be paid on the Bonds in the next Fiscal Year.

(3) Updates to the information in the Service and Assessment Plan as most recently amended or supplemented (a "SAP Update"), including any changes to the methodology for levying the Assessments in Improvement Area #4.

(4) The individual and aggregate taxable assessed valuation for parcels or lots within Improvement Area #4 of the District, based on the most recent certified tax roll available to the Issuer.

(5) Listing of any property owners in Improvement Area #4 representing more than five percent (5%) of the levy of Assessments, the amount of the levy of Assessments against such property owners, and the percentage of such Assessments relative to the entire levy of Assessments within the District, based on the most recent certified tax roll available to the Issuer.

(6) The current or delinquent status of the payment of the Assessments for each parcel or lot in Improvement Area #4 of the District as of March 1 of the calendar year immediately succeeding such Fiscal Year.

(7) The five-year collection and delinquency history of the Assessments.

(8) For each of the Assessments, the total amount of (A) Annual Installments invoiced, (B) Annual Installments collected (as reported by the County Tax Assessor Collector or the Administrator), (C) delinquent Annual Installments and the length of time of such delinquency, (D) delinquent Assessments collected, (E) Foreclosure Proceeds collected, and (F) Prepayments collected, as of the March 1 of the calendar year immediately succeeding such Fiscal Year, in each case with respect to the most recent

billing period (generally, October 1 of the preceding calendar year through January 31 of the current calendar year).

(9) A description of any amendment to this Disclosure Agreement and a copy of any restatements to the Issuer's audited financial statements during such Fiscal Year.

(b) *Audited Financial Statements*. If not provided with the financial information provided under subsection 4(a) above, if prepared and when available, the audited financial statements of the Issuer for the most recently ended Fiscal Year, prepared in accordance with generally accepted accounting principles applicable from time to time to the Issuer. If such audited financial statements are not complete within the time period specified in subsection 4(a) above, then the Issuer shall provide unaudited financial statements within such period and shall provide audited financial statements for the applicable Fiscal Year when and if the audit report on such statements becomes available.

See Exhibit B hereto for a form for submitting the information set forth in the preceding paragraphs.

The Issuer has designated P3Works, LLC as the initial Administrator. The Administrator, or the Issuer's staff if no Administrator is designated, shall prepare and provide the Annual Financial Information.

Any or all of the items listed above may be included by specific reference to other documents, including disclosure documents of debt issues of the Issuer, which have been submitted to and are publicly accessible from the MSRB. If the document included by reference is a final offering document, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, each of the following is a Listed Event with respect to the Bonds:

(1) Principal and interest payment delinquencies.

(2) Non-payment related defaults, if material.

(3) Unscheduled draws on debt service reserves reflecting financial difficulties.

(4) Unscheduled draws on credit enhancements reflecting financial difficulties.

(5) Substitution of credit or liquidity providers, or their failure to perform.

(6) Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.

(7) Modifications to rights of Owners, if material.

(8) Bond calls, if material, and tender offers.

(9) Defeasances.

(10) Release, substitution, or sale of property securing repayment of bonds, if material.

(11) Rating changes.

(12) Bankruptcy, insolvency, receivership or similar event of the Issuer.

(13) The consummation of a merger, consolidation, or acquisition of the Issuer, or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(14) Appointment of a successor or additional trustee under the Indenture or the change of name of a trustee, if material.

(15) Incurrence of a financial obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, any of which affect security holders, if material.

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Issuer, any of which reflect financial difficulties.

The Issuer does not intend for any sale by the Developer of real property within Improvement Area #4 in the ordinary course of the Developer's business to be considered a significant event for the purposes of number (10) above.

For these purposes, "financial obligation" means (i) a debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term "financial obligation" shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule. The Issuer intends the words used in numbers (15) and (16) and the definition of "financial obligation" to have the meanings ascribed to them in SEC Release No. 34-83885 (August 20, 2018).

For these purposes, any event described in the immediately preceding number (12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but

subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

Whenever the Issuer obtains knowledge of the occurrence of a Listed Event, the Issuer shall promptly notify the Dissemination Agent in writing and the Issuer shall direct the Dissemination Agent to file a notice of such occurrence with the MSRB. The Dissemination Agent shall file such notice within ten (10) Business Days of the occurrence of such Listed Event; provided that the Dissemination Agent shall not be liable for the filing of notice of any Listed Event more than ten (10) Business Days after the occurrence of such Listed Event if notice of such Listed Event is received from the Issuer more than ten (10) Business Days after the occurrence of such Listed Event.

Additionally, the Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide annual audited financial statements or Annual Financial Information as required under this Disclosure Agreement. The form for submitting such notice is attached hereto as Exhibit A. Any notice under the preceding paragraphs shall be accompanied with the text of the disclosure that the Issuer desires to make, the written authorization of the Issuer for the Dissemination Agent to disseminate such information as provided herein, and the date the Issuer desires for the Dissemination Agent to disseminate the information (which date shall not be more than ten (10) Business Days after the occurrence of the Listed Event or failure to file).

In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures made pursuant to Sections 4 and 5 of this Disclosure Agreement. In addition, the Issuer shall have the sole responsibility to ensure that any notice required to be filed under this Section 5 is filed within ten (10) Business Days of the occurrence of the Listed Event.

(b) The Dissemination Agent shall, within two (2) Business Days of obtaining actual knowledge of the occurrence of any Listed Event with respect to the Bonds, notify the Disclosure Representative in writing of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the Disclosure Representative to do so. If the Dissemination Agent has been instructed by the Disclosure Representative on behalf of the Issuer to report the occurrence of a Listed Event under this subsection (b), the Dissemination Agent shall file a notice of such occurrence with the MSRB no later than two (2) Business Days immediately following the day on which it receives written instructions from the Issuer. The Issuer acknowledges the duty to make or cause to be made the disclosures herein is that of the Issuer and not that of the Trustee or the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the Issuer as an accommodation to assist it in monitoring the occurrence of such event but is under no obligation to investigate whether any such event has occurred. As used above, "actual knowledge" means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Issuer or any Owner or beneficial owner of any interests in the Bonds as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

(c) If in response to a notice from the Dissemination Agent under subsection (b), the Issuer determines that the Listed Event under number (2), (7), (8), (10), (13), (14), or (15) of subsection (a) above is not material under applicable federal securities laws, the Issuer shall promptly, but in no case more than five (5) Business Days after occurrence of the event, notify the Dissemination Agent and the Trustee (if the Dissemination Agent is not the Trustee) in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (b).

(d) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall immediately file a notice of such occurrence with the MSRB (which date shall not be more than ten (10) Business Days after the occurrence of the Listed Event or failure to file).

Section 6. Termination of Reporting Obligations. The obligations of the Issuer, the Administrator and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required. So long as any of the Bonds remain Outstanding, the Dissemination Agent may assume that the Issuer is an obligated person with respect to the Bonds until it receives written notice from the Disclosure Representative stating that the Issuer is no longer an obligated person with respect to the Bonds, and the Dissemination Agent may conclusively rely upon such written notice with no duty to make investigation or inquiry into any statements contained or matters referred to in such written notice. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event with respect to the Bonds under Section 5(a).

Section 7. Dissemination Agent. The Dissemination Agent agrees to perform the duties set forth in this Disclosure Agreement. The Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge such Dissemination Agent. If the Issuer discharges the Dissemination Agent, the Issuer shall use best efforts to appoint a successor Dissemination Agent within 30 days of such discharge. The Dissemination Agent may resign at any time with sixty (60) days' notice to the Issuer and the Administrator, provided that if the Dissemination Agent is serving in the same capacity under the Disclosure Agreement of Developer, the Dissemination Agent shall resign under the Disclosure Agreement of Developer simultaneously with its resignation hereunder. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be the Trustee. In addition, pursuant to the Disclosure Agreement of Developer, the Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist the Developer, and any other party responsible for providing Quarterly Information pursuant to the Disclosure Agreement of Developer, in carrying out their respective obligations under the Disclosure Agreement of Developer, and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. In the event the Issuer appoints a new Dissemination Agent under the Disclosure Agreement of Developer, the Issuer shall give written notice of such change to the Administrator and any Party responsible for providing Quarterly Information at least fifteen (15) days prior to

the next Quarterly Filing Date. With the exception of the term "Disclosure Agreement of Developer", capitalized terms used in this paragraph shall have the meanings given to such terms in the Disclosure Agreement of Developer.

Section 8. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Issuer and the Dissemination Agent may amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any amendment so requested by the Issuer), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the delivery of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment in the next related Annual Issuer Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(a), and (ii) the Annual Issuer Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. No amendment which adversely affects the Dissemination Agent may be made without its prior written consent (which consent will not be unreasonably withheld or delayed).

Section 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Issuer Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Issuer Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have

no obligation under this Disclosure Agreement to update such information or include it in any future Annual Issuer Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Agreement, the Dissemination Agent may (and, at the request of the Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds, shall, upon being indemnified to its satisfaction as provided in the Indenture), or any Owner or beneficial owner of the Bonds may, take such actions as may be necessary and appropriate to cause the Issuer, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture with respect to the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer to comply with this Disclosure Agreement shall be an action for mandamus or specific performance. A default under this Disclosure Agreement by the Issuer shall not be deemed a default under the Disclosure Agreement of Developer by the Developer, and a default under the Disclosure Agreement of Developer by the Developer shall not be deemed a default under this Disclosure Agreement by the Issuer.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent and Administrator. The Dissemination Agent shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. To the extent permitted by law, the Issuer agrees to hold harmless the Dissemination Agent, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Assessments collected from the property owners in Improvement Area #4, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Dissemination Agent for losses, expenses or liabilities arising from information provided to the Dissemination Agent by the Developer or the failure of the Developer to provide information to the Dissemination Agent as and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an "obligated person" under the Rule. The Dissemination Agent shall not be responsible for the Issuer's failure to submit a complete Annual Report to the MSRB. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The fact that the Dissemination Agent may have a banking or other business relationship with the Issuer or any person with whom the Issuer contracts in connection with the transaction described in the Indenture, apart from the relationship created by the Indenture or this Disclosure Agreement, shall not be construed to mean that the Dissemination Agent has actual knowledge of any event described in Section 5 above, except as may be provided by written notice to the Dissemination Agent pursuant to this Disclosure Agreement.

The Dissemination Agent may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the

construction of any of the provisions hereof or their respective duties hereunder, and the Dissemination Agent shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

Except as otherwise provided herein, the Administrator shall not have any responsibility for the (1) accuracy of any information provided by third parties or the Issuer for the disclosures made pursuant to the terms hereof, or (2) the untimeliness of any information provided by third parties or the Issuer for the disclosures made pursuant to the terms hereof, except where such untimeliness is attributable to the actions or inactions of the Administrator. The Administrator shall have only such duties as are specifically set forth in Sections 3 and 4 of this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. To the extent permitted by law, the Issuer agrees to hold harmless the Administrator, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Assessments collected from the property owners in the District, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability resulting from information provided to the Administrator by the Issuer, but excluding liabilities due to the Administrator's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Administrator for losses, expenses or liabilities arising from information provided to the Administrator by third parties or the Developer, or the failure of any third party or the Developer to provide information to the Administrator as and when required under this Agreement. The obligations of the Issuer under this Section shall survive resignation or removal of the Administrator and payment in full of the Bonds.

The Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR OR THE ISSUER BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, THE ADMINISTRATOR OR THE DISSEMINATION AGENT, RESPECTIVELY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. EITHER THE DISSEMINATION AGENT NOR THE ADMINISTRATOR ARE UNDER ANY OBLIGATION NOR ARE THEY REQUIRED TO BRING SUCH AN ACTION.

Section 12. Assessment Timeline. The basic expected timeline for the collection of Assessments and the anticipated procedures for pursuing the collection of delinquent Assessments is set forth in Exhibit C which is intended to illustrate the general procedures expected to be followed in enforcing the payment of delinquent Assessments.

Section 13. No Personal Liability. No covenant, stipulation, obligation or agreement of the Issuer, the Administrator, or the Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future council members, officer, agent or employee of the Issuer, the Administrator, or Dissemination Agent in other than that person's official capacity.

Section 14. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 15. Sovereign Immunity. The Dissemination Agent and the Administrator agree that nothing in this Disclosure Agreement shall constitute or be construed as a waiver of the Issuer's sovereign or governmental immunities regarding liability or suit.

Section 16. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Administrator, the Dissemination Agent, the Participating Underwriter, and the Owners and the beneficial owners from time to time of the Bonds and shall create no rights in any other person or entity. Nothing in this Disclosure Agreement is intended or shall act to disclaim, waive or otherwise limit the duties of the Issuer under federal and state securities laws.

Section 17. Dissemination Agent Compensation. The fees and expenses incurred by the Dissemination Agent for its services rendered in accordance with this Disclosure Agreement constitute Annual Collection Costs and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Issuer shall pay or reimburse the Dissemination Agent, but only with funds to be provided from the Annual Collection Costs component of the Annual Installments collected from the property owners in Improvement Area #4 of the District, for the fees and expenses for its services rendered in accordance with this Disclosure Agreement.

Section 18. Administrator Compensation. The fees and expenses incurred by the Administrator for its services rendered in accordance with this Disclosure Agreement constitute Annual Collection Costs and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Administrator has entered into a separate agreement with the Issuer, which agreement governs the administration of the District, including the payment of the fees and expenses of the Administrator for its services rendered in accordance with this Disclosure Agreement.

Section 19. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas (the "State").

Section 20. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 21. Statutory Verifications. The Dissemination Agent and the Administrator, each respectively, make the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Disclosure Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Dissemination Agent or the Administrator within the meaning of Securities and Exchange Commission Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Disclosure Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Disclosure Agreement, notwithstanding anything in this Disclosure Agreement to the contrary.

(a) Not a Sanctioned Company. The Dissemination Agent and the Administrator, each respectively, represent that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Dissemination Agent and the Administrator and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Dissemination Agent and the Administrator, each respectively, hereby verify that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Disclosure Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Dissemination Agent and the Administrator, each respectively, hereby verify that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Disclosure Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Dissemination Agent and the Administrator, each respectively, hereby verify that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Disclosure Agreement. As used in the foregoing

verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

Section 22. Texas Government Code Section 2274.002. The Aggregate value of this Agreement is less than the dollar limitation set forth in Section 2274.002(a)(2) of the Texas Government Code, as amended.

Section 23. Disclosure of Interested Parties. Pursuant to Section 2252.908(c)(4), Texas Government Code, as amended, the Dissemination Agent hereby certifies it is a publicly traded business entity and is not required to file a Certificate of Interested Parties Form 1295 related to this Disclosure Agreement. Submitted herewith is a completed Form 1295 in connection with the Administrator's participation in the execution of this Disclosure Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The Issuer hereby confirms receipt of the Form 1295 from the Administrator, and the Issuer agrees to acknowledge such form with the TEC through its electronic filing application not later than the thirtieth (30th) day after the receipt of such form. The Administrator and the Issuer understand and agree that, with the exception of information identifying the Issuer and the contract identification number, neither the Issuer nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Administrator; and, neither the Issuer nor its consultants have verified such information.

[*Signature pages follow*.]

CITY OF MANOR, TEXAS

By: _____
Dr. Christopher Harvey
Mayor

UMB BANK, N.A.
(solely in its capacity as Dissemination Agent)

By: _____
Authorized Officer

P3WORKS, LLC
(as Administrator)

By: _____
Authorized Officer

**EXHIBIT A**

**NOTICE TO MSRB OF FAILURE TO FILE ANNUAL ISSUER REPORT**

| | |
|---|---|
| Name of Issuer: | City of Manor, Texas |
| Name of Bond Issue: | Special Assessment Revenue Bonds, Series 2024 (Manor Heights Public Improvement District Improvement Area #4 Project) |
| Date of Delivery: | _____, 20 __ |
| CUSIP Numbers: | [Insert CUSIP Numbers] |

NOTICE IS HEREBY GIVEN that the City of Manor, Texas, has not provided [an Annual Issuer Report] [annual audited financial statements] with respect to the above-named bonds as required by the Continuing Disclosure Agreement of Issuer dated as of _____ 1, 2024, between the Issuer, P3Works, LLC, as Administrator and UMB Bank, N.A., as Dissemination Agent. The Issuer anticipates that [the Annual Issuer Report] [annual audited financial statements] will be filed by _____.

Dated: _____

UMB Bank, N.A.,
on behalf of the City of Manor, Texas
(solely in its capacity as Dissemination Agent)

By: _____

Title: _____

cc: City of Manor, Texas

**EXHIBIT B**

**CITY OF MANOR, TEXAS,**
**SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024**
**(MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT**
**IMPROVEMENT AREA #4 PROJECT)**

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**ANNUAL ISSUER REPORT***

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Delivery Date: _____, 20__

CUSIP Numbers: [insert CUSIP Numbers]

**DISSEMINATION AGENT**

Name: UMB Bank, N.A.,
Address: _____
City: _____, Texas _____
Telephone: (____) ___- _____
Contact Person: Attn: _____]

**SECTION 4(a)(1)(A)**

**BONDS OUTSTANDING**

| CUSIP Number | Maturity Date | Interest Rate | Original Principal Amount | Outstanding Principal Amount | Outstanding Interest Amount |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |

**SECTION 4(a)(1)(B)**

**INVESTMENTS**

| Fund/Account Name | Investment Description | Par Value | Book Value | Market Value |
|---|---|---|---|---|
| | | | | |
| | | | | |

* Excluding Audited Financial Statements of the Issuer

**SECTION 4(a)(2)**

**FINANCIAL INFORMATION AND OPERATING DATA WITH RESPECT TO THE ISSUER OF THE GENERAL TYPE AS OF THE END OF THE FISCAL YEAR**

**Debt Service Requirements on the Bonds**

| Year Ending (September 30) | Principal | Interest | Total |
|---|---|---|---|

**ITEMS REQUIRED BY SECTION 4(a)(3) - (6)**
[Insert a line item for each applicable listing]

**SECTION 4(a)(7)**

**Collection and Delinquency History of Assessments**

| Time Period | Total Assessment Levied | Parcels Levied[(1)] | Delinquent Amount as of 3/1 | Delinquent % as of 3/1 | Delinquent Amount as of 9/1 | Delinquent % as of 9/1 | Total Assessments Collected[(2)] |
|---|---|---|---|---|---|---|---|
| [FISCAL YEAR END] | $ | | $ | % | $ | % | $ |
| [FEB 1. OF CURRENT YEAR][(3)] | $ | | $ | % | N/A | N/A | $ |

(1) Pursuant to Section 31.031, Texas Tax Code, certain veterans, persons aged 65 or older, and the disabled, who qualify for an exemption under either Section 11.13(c), 11.32, or 11.22, Texas Tax Code, are eligible to pay property taxes in four equal installments ("Installment Payments"). Effective January 1, 2018, pursuant to Section 31.031(a-1), Texas Tax Code, the Installment Payments are each due before February 1, April 1, June 1, and August 1. Each unpaid Installment Payment is delinquent and incurs penalties and interest if not paid by the applicable date.

(2) [Does/does not] include interest and penalties.

(3) Collected as of February 1, 20__.

**ITEMS REQUIRED BY SECTION 4(a)(8) - (9)**
[Insert a line item for each applicable listing]

# EXHIBIT C

## BASIC EXPECTED TIMELINE FOR ASSESSMENTS COLLECTIONS AND PURSUIT OF DELINQUENCIES

| Date | Delinquency Clock (Days) | Activity |
|---|---|---|
| January 31 | | Assessments are due. |
| February 1 | 1 | Assessments Delinquent if not received |
| February 15 | 15 | Issuer forwards payment to Trustee for all collections received as of February 15, along with detailed breakdown. Subsequent payments and relevant details will follow monthly thereafter. |
| | | Issuer and/or Administrator should be aware if Reserve Fund needs to be utilized for debt service payment on March 15. **If there is to be a shortfall, the Trustee and Dissemination Agent should be immediately notified**. |
| | | Issuer and/or Administrator should also be aware if, based on collections, there will be a shortfall for September payment. |
| | | At this point, if total delinquencies are under 5% and if there is adequate funding for March and September payments, no further action is anticipated for collection of Assessments except that the Issuer or Administrator, working with the City Attorney or an appropriate designee, will begin process to cure deficiency. **For properties delinquent by more than one year or if the delinquency exceeds $10,000 the matter will be referred for commencement of foreclosure.** |
| | | **If there are over 5% delinquencies or if there is inadequate funding in the Pledged Revenue Fund for transfer to the Principal and Interest Account of such amounts as shall be required for the full March and September payments, the collection-foreclosure procedure will proceed against all delinquent properties.** |
| February 15 | 15 | Issuer and/or Administrator should be aware of actual and specific delinquencies. |
| March 15 | | Trustee pays bond interest payments to bondholders. |
| | | Reserve Fund payment to Bond Fund may be required if Assessments are below approximately 50% collection Issuer, or the Trustee on behalf of the Issuer, to notify Dissemination Agent of the occurrence of draw on the Reserve Fund and, following receipt of such notice, |

| Date | Delinquency Clock (Days) | Activity |
|---|---|---|
| | | Dissemination Agent to notify MSRB of such draw or Fund for debt service. |
| | | Use of Reserve Fund for debt service payment should trigger commencement of foreclosure on delinquent properties. |
| | | Issuer determines whether or not any Annual Installments are delinquent and, if such delinquencies exist, the Issuer commences as soon as practicable appropriate and legally permissible actions to obtain such delinquent Annual Installments. |
| March 31 | 59/60 | Issuer and/or Administrator to notify Dissemination Agent for disclosure to MSRB of all delinquencies in the form of the Annual Issuer Report or otherwise. |
| | | If any property owner with ownership of property responsible for more than $10,000 of the Assessments is delinquent or if a total of delinquencies is over 5%, or if it is expected that Reserve Fund moneys will need to be utilized for either the March or September bond payments, the Disclosure Representative shall work with City Attorney's office, or the appropriate designee, to satisfy payment of all delinquent Assessments. |
| April 15 | 74/75 | Preliminary Foreclosure activity commences, and Issuer to notify Dissemination Agent of the commencement of preliminary foreclosure activity. |
| | | If Dissemination Agent has not received Foreclosure Schedule and Plan of Collections, Dissemination Agent to request same from the Issuer. |
| May 1 | 89/90 | If the Issuer has not provided the Dissemination Agent with Foreclosure Schedule and Plan of Collections, and if instructed by the bondholders under Section 11.2 of the Indenture, Dissemination Agent requests that the Issuer commence foreclosure or provide plan for collection. |
| May 15 | 103/104 | The designated lawyers or law firm will be preparing the formal foreclosure documents and will provide periodic updates to the Dissemination Agent for dissemination to those bondholders who have requested to be notified of collections progress. The goal for the foreclosure actions is a filing by no later than June 1 (day 120/121). |
| **June 1** | **120/121** | **Foreclosure action to be filed with the court.** |

| Date | Delinquency Clock (Days) | Activity |
|---|---|---|
| **June 15** | **134/135** | **Issuer notifies Trustee and Dissemination Agent of Foreclosure filing status.** Dissemination Agent notifies bondholders. |
| July 1 | 150/151 | If bondholders and Dissemination Agent have not been notified of a foreclosure action, Dissemination Agent will notify the Issuer that it is appropriate to file action. |

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APPENDIX E-2

FORM OF DISCLOSURE AGREEMENT OF DEVELOPER

**CITY OF MANOR, TEXAS,**
**SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024**
**(MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT**
**IMPROVEMENT AREA #4 PROJECT)**

**CONTINUING DISCLOSURE AGREEMENT OF DEVELOPER**

This Continuing Disclosure Agreement of Developer, dated as of May 1, 2024 (this "Disclosure Agreement"), is executed and delivered by and among Forestar (USA) Real Estate Group, Inc. (the "Developer"), P3Works, LLC (the "Administrator"), and UMB Bank, N.A., Austin, Texas (acting solely in its capacity as dissemination agent (the "Dissemination Agent") with respect to the "City of Manor, Texas, Special Assessment Revenue Bonds, Series 2024 (Manor Heights Public Improvement District Improvement Area #4 Project)" (the "Bonds"). The Developer, the Administrator and the Dissemination Agent covenant and agree as follows:

Section 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Developer, the Administrator, and the Dissemination Agent for the benefit of the Owners (defined below) and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Disclosure Agreement shall be filed with the MSRB through EMMA (defined below).

Section 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust dated as of May 1, 2024, relating to the Bonds (the "Indenture"), which apply to any capitalized term used in this Disclosure Agreement, including the Exhibits hereto, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"2024 Amended and Restated Service and Assessment Plan" shall have the meaning assigned to such term in the Indenture.

"Additional Improvements" shall mean, collectively, the HOA Amenities and the Parkland Improvements.

"Administrator" shall mean the Issuer or the person or independent firm designated by the Issuer who shall have the responsibility provided in the 2024 Amended and Restated Service and Assessment Plan, the Indenture, or any other agreement or document approved by the Issuer related to the duties and responsibilities of the administration of the District. The Issuer has selected P3Works, LLC, as the current Administrator.

"Annual Collection Costs" shall have the meaning assigned to such term in the Indenture.

"Annual Installment" shall have the meaning assigned to such term in the Indenture.

"Assessed Property" shall have the meaning assigned to such term in the Indenture.

"Assessment(s)" shall have the meaning assigned in Indenture.

"Business Day" means any day other than a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar (as each term is defined in the Indenture) is located are required or authorized by law or executive order to close.

"Certification Letter" shall mean a certification letter provided by the Developer or any Significant Homebuilder, pursuant to Section 3, in substantially the form attached as Exhibit D.

"Developer" shall mean Forestar (USA) Real Estate Group, Inc., a Delaware corporation, and each other Person, through assignment, who assumes the obligations, requirements or covenants to construct one or more of the Improvement Area #4 Improvements or Additional Improvements and their designated successors and assigns.

"Developer Listed Events" shall mean any of the events listed in Section 4(a) of this Disclosure Agreement.

"Development Agreement" means the agreement titled the "Development Agreement (Manor Heights)," which was entered into by and between the Issuer, Sky Village Kimbro Estates, LLC, a Texas limited liability company, and RHOF, LLC, a Texas limited liability company on November 7, 2018, as assigned to the Developer on October 31, 2019, and amended by the First Amendment to Development Agreement (Manor Heights) on November 6, 2019, the Second Amendment to Development Agreement (Manor Heights) on October 21, 2020, the Third Amendment to Development Agreement (Manor Heights) on June 15, 2022, and the Fourth Amendment to Development Agreement (Manor Heights) on October 2, 2023.

"Disclosure Agreement of Issuer" shall mean the Continuing Disclosure Agreement of Issuer, dated as of May 1, 2024 executed and delivered by and among the Issuer, the Administrator, and the Dissemination Agent.

"Dissemination Agent" shall mean UMB Bank, N.A., Austin, Texas, a national banking association duly organized and existing under the laws of the United States, acting solely in its capacity as dissemination agent, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Trustee a written acceptance of such designation.

"District" shall mean Manor Heights Public Improvement District.

"EMMA" shall mean the Electronic Municipal Market Access System available on the internet at http://emma.msrb.org.

"HOA Amenities" shall mean a swimming pool, pool house, and playground, or other similar improvements constructed or to be constructed by the Developer within the District and to be owned and/or operated by a homeowners' association.

"Improvement Area #4" shall have the meaning assigned to such term in the Indenture.

"Improvement Area #4 Improvements" shall have the meaning assigned to such term in the Indenture.

"Issuer" shall mean the City of Manor, Texas.

"Listed Events" shall mean, collectively, Developer Listed Events and Significant Homebuilder Listed Events.

"MSRB" shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive continuing disclosure reports pursuant to the Rule.

"Outstanding" shall have the meaning assigned to such term in the Indenture.

"Owner" shall have the meaning assigned to such term in the Indenture.

"Parkland" shall mean the approximately forty-one (41) acres of land within the District to be dedicated to the Issuer for parkland.

"Parkland Improvements" shall mean pedestrian trails, trailheads, shade structures, seating, and recreational playing fields, and other similar improvements within the Parkland.

"Participating Underwriter" shall mean FMSbonds, Inc., and its successors and assigns.

"Person" shall mean any legal person, including any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government, or any agency or political subdivision thereof.

"Quarterly Ending Date" shall mean each March 31, June 30, September 30, and December 31, beginning September 30, 2024.

"Quarterly Filing Date" shall mean for each Quarterly Ending Date, the fifteenth calendar day of the second month following such Quarterly Ending Date being May 15, August 15, November 15, and February 15.

"Quarterly Information" shall have the meaning assigned to such term in Section 3 of this Disclosure Agreement.

"Quarterly Report" shall mean any Quarterly Report described in Section 3 of this Disclosure Agreement and substantially similar to that attached as Exhibit A hereto.

"Reporting Party" shall mean the Developer and/or Significant Homebuilder, as applicable.

"Rule" shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"SEC" shall mean the United States Securities and Exchange Commission.

"Significant Homebuilder" shall mean a Single-Family Homebuilder that then owns five percent (5%)[1] or more of the single-family residential lots within Improvement Area #4.

"Significant Homebuilder Listed Events" shall mean any of the events listed in Section 4(b) of this Disclosure Agreement.

"Single-Family Homebuilder(s)" shall mean any merchant builder who enters into a Single-Family Lot Sale Agreement with the Developer, and the successors and assigns of such homebuilder under such Single-Family Lot Sale Agreement.

"Single-Family Lot Sale Agreement" shall mean, with respect to lots or land within Improvement Area #4 of the District, both the Lot Purchase and Sale Agreement between the Developer and Continental Homes of Texas, L.P., a Texas limited partnership, and the Agreement for Purchase and Sale of Real Property between the Developer and Brightland Homes, Ltd., a Texas limited partnership, and any other lot purchase and sale agreement between a Single Family-Homebuilder and the Developer to purchase lots or to purchase land.

"Trustee" shall mean UMB Bank, N.A., Austin, Texas, a national banking association duly organized and existing under the laws of the United States, acting solely in its capacity as trustee, or any successor trustee pursuant to the Indenture.

Section 3. Quarterly Reports.

(a) The Developer and any Significant Homebuilder, with respect to its acquired real property, shall, at its cost and expense, provide, or cause to be provided, to the Administrator, not more than ten (10) days after each Quarterly Ending Date, beginning with September 30, 2024, the information required for the preparation of the Quarterly Report (with respect to each party, the "Quarterly Information"). The Developer and any Significant Homebuilder shall provide, or cause to be provided to the Administrator, such Quarterly Information until such party's obligations terminate pursuant to Section 7 of this Disclosure Agreement. For the avoidance of doubt, if the Developer elects, the Developer may, but shall not be obligated to, provide any Quarterly Information on behalf of any Significant Homebuilder. The Developer shall remain obligated with respect to any real property acquired by a Significant Homebuilder until an acknowledgment of assignment with respect to such real property is delivered in accordance with Section 6 of this Disclosure Agreement, at which time Developer shall have no further obligation or liability for disclosures or other responsibilities under this Disclosure Agreement as to the property so transferred.

(b) The Administrator shall (i) prepare each Quarterly Report with the Quarterly Information provided by the Developer and/or Significant Homebuilder pursuant to subsection (a) above and (ii) provide to the Developer and/or Significant Homebuilder, as applicable, each Quarterly Report for review no later than twenty (20) days after each Quarterly Ending Date. The Developer and/or any Significant Homebuilder, as applicable, shall review the Quarterly Report and, upon such review, shall promptly, but no later than thirty (30) days after each Quarterly Ending Date, provide to the Administrator the Certification Letter and authorize the Administrator

[1] At closing of the Bonds, based on the 2024 Amended and Restated Service and Assessment Plan, five percent (5%) of the total single-family residential lots within Improvement Area #4 of the District is currently equal to approximately twenty three (23) lots.

to provide such Quarterly Report and Certification Letter to the Issuer and Dissemination Agent pursuant to subsection (c) below. In all cases, the Developer and/or any Significant Homebuilder, as applicable, shall have the sole responsibility for the content, design and other elements comprising substantive contents of all of the Quarterly Information provided by such party contained in the Quarterly Report.

(c) The Administrator shall provide to the Dissemination Agent, with a copy to the applicable Reporting Party, no later than thirty-five (35) days after each Quarterly Ending Date, the Quarterly Report containing the information described in this Section 3 and the Certification Letter(s) provided by the Developer and/or any Significant Homebuilder, as applicable, with written direction to file such documents with the MSRB. Pursuant to the written direction of the Administrator, the Dissemination Agent shall file the Quarterly Report and the Certification Letter(s) with the MSRB and provide a copy of such report to the Issuer, the Developer and the Participating Underwriter within ten (10) days of the Dissemination Agent's receipt thereof pursuant to this subsection 3(c); provided, however, that the Quarterly Report and the Certification Letter(s) must be submitted to the MSRB not later than each Quarterly Filing Date. In the event that the Developer, any Significant Homebuilder or the Administrator does not provide the information required by subsection (a) or (b) of this Section, as applicable, in a timely manner and, as a result, either an incomplete Quarterly Report is filed with the MSRB, or a Quarterly Report is not filed with the MSRB by each Quarterly Filing Date, the Dissemination Agent shall, upon written direction from the Developer, Significant Homebuilder or Administrator, as applicable, file a notice of failure to provide Quarterly Information or failure to file a Quarterly Report with the MSRB in substantially the form attached as Exhibit B, as soon as practicable. If incomplete Quarterly Information is provided by the Developer or any Significant Homebuilder to the Dissemination Agent, the Dissemination Agent shall not be responsible for the failure to submit a complete Quarterly Report to the MSRB. If the Developer and/or any Significant Homebuilder timely provides the required Quarterly Information to the Administrator as described in this Section 3, the failure of the Administrator to provide the information to the Dissemination Agent, or the failure of the Dissemination Agent to provide such information to the Participating Underwriter in a timely manner, shall not be deemed a default by the Developer, or any Significant Homebuilder, as applicable, under this Disclosure Agreement.

(d) Each Quarterly Report shall consist of the information listed in Exhibit A hereof; provided, however, that each Reporting Party shall only be obligated to disclose the Quarterly Information for which such Reporting Party has reporting obligations pursuant to this Disclosure Agreement..

Section 4. Event Reporting Obligations.

(a) Pursuant to the provisions of this Section 4, each of the following is a Developer Listed Event with respect to the Bonds:

(i) Failure to pay any real property taxes or Assessments levied within Improvement Area #4 on a parcel owned by the Developer; provided, however, that the exercise of any right of the Developer as a landowner within Improvement Area #4 to exercise legal and/or administrative procedures to dispute the amount or validity of all or any part of any real property taxes shall not be considered a Developer Listed Event under

this Section 4(a) nor a breach or default of this Disclosure Agreement; provided that the Developer has complied with all legal requirements relating to the protest of such value, including the posting of a bond, if required;

(ii) Material damage to or destruction of any development or improvements within Improvement Area #4, including the Improvement Area #4 Improvements and the Additional Improvements;

(iii) Material default by the Developer or any of the Developer's affiliates on any loan with respect to the acquisition, development or permanent financing of Improvement Area #4 undertaken by the Developer or any of the Developer's affiliates;

(iv) Material default by the Developer or any of Developer's affiliates on any loan secured by property within Improvement Area #4 owned by the Developer or any of the Developer's affiliates;

(v) The bankruptcy, insolvency, or similar filing of the Developer or any of the Developer's affiliates or any determination that the Developer or any of the Developer's affiliates is unable to pay its debts as they become due;

(vi) The consummation of a merger, consolidation, or acquisition of the Developer, or the sale of all or substantially all of the assets of the Developer or any of the Developer's affiliates, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(vii) The filing of any lawsuit with a claim for damages, in excess of $1,000,000 against the Developer or any of the Developer's affiliates that may adversely affect the completion of development of Improvement Area #4 or litigation that may materially adversely affect the financial condition of the Developer or any of the Developer's affiliates;

(viii) Any change in the legal structure, chief executive officer or controlling ownership of the Developer; and

(ix) Any assignment and assumption of disclosure obligations under this Disclosure Agreement pursuant to Section 5 or 6 herein.

(b) Pursuant to the provisions of this Section 4, each of the following occurrences related to any Significant Homebuilder is a Significant Homebuilder Listed Event with respect to the Bonds:

(i) Failure to pay any real property taxes or Assessments levied within Improvement Area #4 on a lot or parcel owned by such Significant Homebuilder; provided, however, that the exercise of any right of such Significant Homebuilder as a landowner within Improvement Area #4 to exercise legal and/or administrative procedures to dispute the amount or validity of all or any part of any real property taxes shall not be considered

a Significant Homebuilder Listed Event under this Section 4(b) nor a breach or default of this Disclosure Agreement;

(ii) The bankruptcy, insolvency or similar filing of such Significant Homebuilder or any determination that such Significant Homebuilder is unable to pay its debts as they become due;

(iii) The consummation of a merger, consolidation, or acquisition involving such Significant Homebuilder or the sale of all or substantially all of the assets of the Significant Homebuilder, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(iv) Any change in the type of legal entity, chief executive officer or controlling ownership of such Significant Homebuilder;

(v) Early termination of or material default by such Significant Homebuilder under a Single-Family Lot Sale Agreement; and

(vi) Any assignment and assumption of disclosure obligations under this Disclosure Agreement pursuant to Section 6 herein.

(c) Whenever the Developer obtains knowledge of the occurrence of a Developer Listed Event, the Developer shall promptly notify the Issuer, the Administrator and the Dissemination Agent in writing and the Developer shall direct the Dissemination Agent to file a notice of such occurrence with the MSRB, in the manner hereinafter described, and provide a copy of such notice to the Issuer and the Participating Underwriter. Any such notice is required to be filed within ten (10) Business Days after the Developer becomes aware of the occurrence of such Developer Listed Event. If the Developer timely notifies the Dissemination Agent of the occurrence of a Developer Listed Event, as described in this Section 4, the failure of the Dissemination Agent to provide such notice to the Participating Underwriter in a timely manner shall not be deemed a default by the Developer under this Disclosure Agreement.

Whenever a Significant Homebuilder obtains knowledge of the occurrence of a Significant Homebuilder Listed Event, the applicable Significant Homebuilder shall promptly notify the Issuer, the Administrator and the Dissemination Agent in writing and such Significant Homebuilder shall direct the Dissemination Agent in writing to file a notice of such occurrence with the MSRB, in the manner hereinafter described, and provide a copy of such notice to the Issuer, the Developer and the Participating Underwriter. Any such notice is required to be filed within ten (10) Business Days after the Significant Homebuilder becomes aware of the occurrence of such Significant Homebuilder Listed Event. If the Significant Homebuilder timely notifies the Dissemination Agent of the occurrence of a Significant Homebuilder Listed Event, as described in this Section 4, the failure of the Dissemination Agent to provide such notice to the Participating Underwriter in a timely manner shall not be deemed a default by the Significant Homebuilder under this Disclosure Agreement.

Any notice under the two (2) preceding paragraphs shall be accompanied with the text of the disclosure that the Developer or Significant Homebuilder, as applicable, desires to make, the

written authorization of the Developer or the Significant Homebuilder, as applicable, for the Dissemination Agent to disseminate such information as provided herein, and the date the Developer or Significant Homebuilder, as applicable, desires for the Dissemination Agent to disseminate the information (which date shall not be more than two (2) Business Days after the Developer or Significant Homebuilder, as applicable, provides written notice to the Dissemination Agent of the occurrence of the Developer Listed Event or Significant Homebuilder Listed Event, as applicable).

The Developer and each Significant Homebuilder, if any, shall only be responsible for reporting the occurrence of a Listed Event applicable to such Reporting Party and shall not be responsible for reporting the occurrence of a Listed Event applicable to any other Reporting Party, regardless if such Person is providing Quarterly Information on behalf of any other Reporting Party. In all cases, the Developer or the Significant Homebuilder, as applicable, shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures. In addition, the Developer or the Significant Homebuilder, as applicable, shall have the sole responsibility to ensure that any notice required to be filed with the MSRB under this Section 4 is actually filed within ten (10) Business Days after the Developer or Significant Homebuilder, as applicable, becomes aware of the occurrence of the applicable Listed Event.

(d) The Dissemination Agent shall, promptly, and not more than five (5) Business Days after obtaining actual knowledge of the occurrence of any Listed Event, notify the Issuer, the Developer and the Significant Homebuilder, if applicable, of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the Developer or Significant Homebuilder, as applicable, to do so. It is agreed and understood that the duty to make or cause to be made the disclosures herein is that of the Developer or Significant Homebuilder, as applicable, and not that of the Trustee or the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the Developer and Significant Homebuilder, as applicable, as an accommodation to assist it in monitoring the occurrence of such event but is under no obligation to investigate whether any such event has occurred. As used above, "actual knowledge" means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Participating Underwriter, the Issuer, the Developer, Significant Homebuilder, or any Owner or beneficial owner of any interests in the Bonds as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

(e) If the Dissemination Agent has been notified in writing by the Developer or Significant Homebuilder to report the occurrence of a Listed Event in accordance with subsections (c) or (d) of this Section 4, the Dissemination Agent shall file a notice of such occurrence with the MSRB within two (2) Business Days after its receipt of such written instructions from the Developer or Significant Homebuilder, as applicable; provided that all such notices must be filed no later than the date specified in subsection (c) of this Section 4 for such Listed Event. The Dissemination Agent shall, within three (3) Business Days of obtaining actual knowledge of the occurrence of any Listed Event, notify the Issuer and the Developer of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the Developer to do so. It is agreed and understood that the duty to make or cause to be made the disclosures herein is that of

the Developer and not that of the Trustee or the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the Developer as an accommodation to assist it in monitoring the occurrence of such event but is under no obligation to investigate whether any such event has occurred. As used above, "actual knowledge" means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Participating Underwriter, the Issuer, the Developer or any Owner or beneficial owner of any interests in the Bonds as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

Section 5. Assumption of Reporting Obligations by Developers.

The Developer shall cause each Person, who, through assignment, assumes the obligations, requirements or covenants to construct one or more of the Improvement Area #4 Improvements or Additional Improvements to assume and comply with the disclosure obligations of the Developer under this Disclosure Agreement. The Developer shall deliver to the Dissemination Agent, Administrator and the Issuer, a written acknowledgement and assumption from each Person who assumes the obligations, requirements or covenants to construct one or more of the Improvement Area #4 Improvements or Additional Improvements, in substantially the form attached as Exhibit E (the "Developer Acknowledgment"), acknowledging and assuming its obligations under this Disclosure Agreement. Pursuant to Section 4(a)(ix) above, the Developer shall direct the Dissemination Agent to file a copy of each Developer Acknowledgment with the MSRB, in accordance with Sections 4(c) and 4(e) above. Upon any such transfer to a Person, and such Person's delivery of written acknowledgement of assumption of Developer's obligations under this Disclosure Agreement as to the property transferred, the Developer shall have no further obligation or liability for disclosures or other responsibilities under this Disclosure Agreement as to the property transferred or the obligations assigned. Notwithstanding anything to the contrary elsewhere herein, after such transfer of ownership, the Developer shall not be liable for the acts or omissions of such Person arising from or in connection with such disclosure obligations under this Disclosure Agreement. Additionally, for the avoidance of doubt, the Developer shall require that any Person comply with obligations of this Section 5 with respect to any subsequent transfers by such Person to any individual or entity meeting the definition of a "Developer" in the future.

Section 6. Assumption of Reporting Obligations by Significant Homebuilders.

If a Single-Family Homebuilder acquires ownership of real property in Improvement Area #4 resulting in such Single-Family Homebuilder becoming a Significant Homebuilder, the Developer shall cause such Significant Homebuilder to comply with the Developer's disclosure obligations under Section 3 and 4(b) hereof, with respect to such acquired real property until such party's disclosure obligations terminate pursuant to Section 7 of this Disclosure Agreement; provided, however, a Significant Homebuilder who is also a Developer shall be required to provide the disclosure information required by Sections 3 and 4(a), as applicable, pursuant to Section 5 above. The Developer shall deliver to the Dissemination Agent, Administrator and the Issuer, a written acknowledgement from each Significant Homebuilder, in substantially the form attached as Exhibit F (the "Significant Homebuilder Acknowledgment"), acknowledging and assuming its obligations under this Disclosure Agreement. Pursuant to Sections 4(a)(ix) and 4(b)(vi) above, the Developer or Significant Homebuilder, as applicable, shall direct the Dissemination Agent to

file a copy of the Significant Homebuilder Acknowledgment with the MSRB, in accordance with Sections 4(c) and 4(e) above. Upon any such transfer to a Significant Homebuilder, and such Significant Homebuilder's delivery of written acknowledgement of assumption of Developer's obligations under this Disclosure Agreement as to the property transferred, the Developer shall have no further obligation or liability for disclosures or other responsibilities under this Disclosure Agreement as to the property transferred or the obligations assigned. Notwithstanding anything to the contrary elsewhere herein, after such transfer of ownership, the Developer shall not be liable for the acts or omissions of such Significant Homebuilder arising from or in connection with such disclosure obligations under this Disclosure Agreement.

Section 7. Termination of Reporting Obligations.

(a) The reporting obligations of the Developer under this Disclosure Agreement shall terminate upon the earlier of (i) the date when none of the Bonds remain Outstanding or (ii) the date when (A) all of the Improvement Area #4 Improvements and Additional Improvements within Improvement Area #4 are complete, and (B) the Developer no longer owns at least ten percent (10%)[2] of the single-family residential lots (proposed or actual) within Improvement Area #4, as of the applicable Quarterly Ending Date.

(b) The reporting obligations of a Significant Homebuilder, if any, under this Disclosure Agreement shall terminate upon the earlier of when (i) none of the Bonds remain Outstanding, or (ii) the Significant Homebuilder no longer owns at least five percent (5%)[3] of the single-family residential lots, within Improvement Area #4, as of the applicable Quarterly Ending Date.

(c) Upon receipt of written notice from a Reporting Party or the Dissemination Agent that the reporting obligations of a Reporting Party have terminated in accordance with subsection (a) or (b) of this Section 7, the Administrator shall provide written notice to the applicable Reporting Party, the Participating Underwriter, the Issuer, and the Dissemination Agent in substantially the form attached as Exhibit C, thereby, terminating such Reporting Party's reporting obligations under this Disclosure Agreement (the "Termination Notice"). If such Termination Notice with respect to a Reporting Party occurs while any of the Bonds remain Outstanding, the Administrator shall immediately provide, or cause to be provided, the Termination Notice to the Dissemination Agent, and the Dissemination Agent shall provide such Termination Notice to the MSRB, the Issuer, the Trustee, the applicable Reporting Party and the Participating Underwriter on or before the next succeeding Quarterly Filing Date.

(d) The obligations of the Administrator and the Dissemination Agent under this Disclosure Agreement shall terminate upon, the earlier of (i) the date when none of the Bonds remain Outstanding, or (ii) termination of all Reporting Parties' reporting obligations in accordance with subsection (a) or (b) of this Section 7 and any Termination Notice required by subsection (c) of this Section 7 has been provided to the MSRB, the Issuer, the Trustee, the Dissemination Agent, the Reporting Parties, and the Participating Underwriter, as applicable.

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[2] At closing of the Bonds, based on the 2024 Amended and Restated Service and Assessment Plan, ten percent (10%) of the total single-family residential lots (proposed or actual) within Improvement Area #4 of the District is equal to approximately forty six (46) lots.

[3] At closing of the Bonds, based on the 2024 Amended and Restated Service and Assessment Plan, five percent (5%) of the total single-family residential lots within Improvement Area #4 of the District is currently equal to approximately twenty three (23) lots.

Section 8. Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be UMB Bank, N.A. The Issuer may, from time to time, appoint or engage a successor Dissemination Agent to assist the Developer, any Person that has executed a Developer Acknowledgement pursuant to Section 5 hereof or any Significant Homebuilder that has executed a Significant Homebuilder Acknowledgment pursuant to Section 6 hereof in carrying out their obligations under this Disclosure Agreement, and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign at any time with sixty (60) days' notice to the Issuer, the Developer and the Administrator; provided, however, that if the Dissemination Agent is serving in the same capacity under the Disclosure Agreement of Issuer, the Dissemination Agent shall resign under the Disclosure Agreement of Issuer simultaneously with its resignation hereunder; provided, further, that if the Issuer is the Dissemination Agent, the Issuer may not resign without first appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. Pursuant to the Disclosure Agreement of Issuer, the Issuer has agreed to provide written notice to each of the Developer, any Person that has executed a Developer Acknowledgement pursuant to Section 5 hereof or any Significant Homebuilder that has executed a Significant Homebuilder Acknowledgment pursuant to Section 6 hereof of any change in the identity of the Dissemination Agent.

Section 9. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Developer, the Administrator and the Dissemination Agent may jointly amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any amendment so requested by the Developer or Administrator), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Section 3 or 4, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Developer or any Significant Homebuilder, or the type of business conducted; and

(b) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the Bonds. No amendment which adversely affects the Dissemination Agent or the Issuer may be made without the respective party's prior written consent (which consent will not be unreasonably withheld or delayed).

(c) In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Administrator shall describe such amendment in the next related Quarterly Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type of financial information or operating data being presented by the Developer. The Developer shall provide, or cause to be provided, at its cost and expense, an executed copy of any amendment or waiver entered into under this Section 9 to the Issuer, the Administrator, the Dissemination Agent, and the Participating Underwriter.

Section 10. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Developer or any Significant Homebuilder from disseminating any other

information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in addition to that which is required by this Disclosure Agreement. If the Developer or Significant Homebuilder chooses to include any information in any Quarterly Report or notice of occurrence of a Developer Listed Event or Significant Homebuilder Listed Event, as applicable, in addition to that which is specifically required by this Disclosure Agreement, the Developer or the Significant Homebuilder, as applicable, shall have no obligation under this Disclosure Agreement to update such information or include it in any future Quarterly Report or notice of occurrence of a Developer Listed Event or Significant Homebuilder Listed Event.

Section 11. Content of Disclosures. In all cases, the Developer or Significant Homebuilder, as applicable, shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures, whether provided under Section 3, 4 or 10 of this Disclosure Agreement.

Section 12. Default. In the event of a failure of the Developer, any Significant Homebuilder or the Administrator to comply with any provision of this Disclosure Agreement, the Dissemination Agent or any Owner or beneficial owner of the Bonds may, and the Trustee (at the request of any Participating Underwriter or the Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds and upon being indemnified to its satisfaction) shall, take such actions as may be necessary and appropriate to cause the Developer, Significant Homebuilder and/or the Administrator to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture with respect to the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the Developer, Significant Homebuilder or the Administrator to comply with this Disclosure Agreement shall be an action to mandamus or specific performance. A default under this Disclosure Agreement by the Developer, or any Significant Homebuilder, as applicable, shall not be deemed a default under the Disclosure Agreement of Issuer by the Issuer, and a default under the Disclosure Agreement of Issuer by the Issuer shall not be deemed a default under this Disclosure Agreement by the Developer, any Significant Homebuilder or the Administrator. Additionally, a default by the Developer of its obligations under this Disclosure Agreement shall not be deemed a default by any Significant Homebuilder of such Significant Homebuilder's obligations under this Disclosure Agreement; and, likewise, a default by any Significant Homebuilder of such Significant Homebuilder's obligations under this Disclosure Agreement shall not be deemed a default of the Developer of the Developer's obligations under this Disclosure Agreement.

Section 13. Duties, Immunities and Liabilities of Dissemination Agent and Administrator.

(a) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitation the Quarterly Report) prepared by the Developer, Significant Homebuilder and/or the Administrator pursuant to this Disclosure Agreement. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. The Developer agrees to hold harmless the Dissemination Agent, its officers, directors, employees and agents against any loss, expense and liabilities which it may

incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Developer under this Section shall survive resignation or removal of the Dissemination Agent and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an "obligated person" under the Rule. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Dissemination Agent shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Dissemination Agent hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Dissemination Agent and believed to be genuine and to have been signed or presented by the proper party or parties.

(b) Except as otherwise provided herein, the Administrator shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Administrator shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. The Developer agrees to hold harmless the Administrator, its officers, directors, employees and agents against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Administrator's breach, negligence or willful misconduct. The obligations of the Developer under this Section shall survive resignation or removal of the Administrator and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Administrator is an "obligated person" under the Rule. The Administrator is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Administrator hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

(c) The Dissemination Agent or the Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Dissemination Agent and Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR OR THE DEVELOPER, OR ANY SIGNIFICANT HOMEBUILDER BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY ANY OTHER PARTY TO THIS DISCLOSURE AGREEMENT OR A SIGNIFICANT HOMEBUILDER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH

PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. THE DISSEMINATION AGENT AND THE ADMINISTRATOR ARE UNDER NO OBLIGATION NOR ARE THEY REQUIRED TO BRING SUCH AN ACTION.

Section 14. No Personal Liability. No covenant, stipulation, obligation or agreement of the Developer, any Significant Homebuilder, the Administrator or the Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future officer, agent or employee of the Developer, any Significant Homebuilder, the Administrator or Dissemination Agent in other than that person's official capacity.

Section 15. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 16. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Developer, the Administrator, the Dissemination Agent, the Issuer, the Participating Underwriter, and the Owners and the beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity. Nothing in this Disclosure Agreement is intended or shall act to disclaim, waive or otherwise limit the duties of the Issuer under federal and state securities laws.

Section 17. Dissemination Agent Compensation. The fees and expenses incurred by the Dissemination Agent for its services rendered in accordance with this Disclosure Agreement constitute Annual Collection Costs and will be included in the Annual Installments as provided in the annual updates to the 2024 Amended and Restated Service and Assessment Plan. The Issuer shall pay or reimburse the Dissemination Agent, but only with funds to be provided from the Annual Collection Costs component of the Annual Installments collected from the property owners in Improvement Area #4, for the fees and expenses for its services rendered in accordance with this Disclosure Agreement.

Section 18. Administrator Compensation. The fees and expenses incurred by the Administrator for its services rendered in accordance with this Disclosure Agreement constitute Annual Collection Costs and will be included in the Annual Installments as provided in the annual updates to the 2024 Amended and Restated Service and Assessment Plan. The Administrator has entered into a separate agreement with the Issuer, which agreement governs the administration of

Improvement Area #4, including the payment of the fees and expenses of the Administrator for its services rendered in accordance with this Disclosure Agreement.

Section 19. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

Section 20. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

*[Signature pages follow.]*

UMB BANK, N.A.
(solely in its capacity as Dissemination Agent)

By: _____
Authorized Officer

Forestar (USA) Real Estate Group, Inc., a
Delaware corporation
(as Developer)

By: _____
Name: _____
Title: _____

P3WORKS, LLC
(as Administrator)

By: _____
Name: _____
Title: _____

**EXHIBIT A**

**CITY OF MANOR, TEXAS,**
**SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024**
**(MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT**
**IMPROVEMENT AREA #4 PROJECT)**

**DEVELOPER QUARTERLY REPORT**
[*INSERT QUARTERLY ENDING DATE*]

Delivery Date: , 20_____

CUSIP Numbers: [Insert CUSIP Numbers]

DISSEMINATION AGENT

Name: UMB Bank, N.A.
Address:
City:
Telephone: (___) -
Contact Person: Attn:

## I. Unit Mix in Improvement Area #4

| Product Type | Number of Units |
|---|---|
| Single Family 50’ | |
| Single Family 55’ | |
| Single Family 60’ | |

## II. Ownership of Lots/Units in Improvement Area #4

PLANNED LOTS IN IMPROVEMENT AREA #4: [_____]

Of the [_____] lots in the Improvement Area #4:

1. Number of lots owned by the Developer: [_____]
   a. Number of lots under contract but not closed to Homebuilder(s): [_____]
2. Number of lots owned by all Homebuilder(s): [_____]
   a. Number of lots owned by [*insert name of Homebuilder*]: [_____][4]
   b. Number of lots owned by [*insert name of Homebuilder*]: [_____]
   c. CHART[5]

[4] Include a line item for each individual Homebuilder
[5] If Developer is using EMMA filing assistance software, a chart containing the Quarterly Information provided under this item will be generated. If Developer is not using EMMA filing assistance software, Developer shall prepare a chart containing such Quarterly Information.

3. Number of units owned by homeowners: [_____]

## III. Lot Status in Improvement Area #4

Of the lots in Improvement Area #4, what is the status:

1. Planned lots as of the date of issuance of the Bonds: [_____]
2. Planned lots as of the date of this Quarterly Report: [_____]
3. Number of Lots developed: [_____]
4. Expected completion date of all lots in Improvement Area #4 (if incomplete): [_____]

## IV. Home Sales Information in Improvement Area #4

PLANNED HOMES IN IMPROVEMENT AREA #4: [_____]

Of the [_____] homes planned for Improvement Area #4:

1. How many total building permits were issued **during the current quarter**? [_____]
    a. Number of building permits issued during the current quarter for [*insert name of Homebuilder*]: [_____][6]
    b. Number of building permits issued during the current quarter for [*insert name of Homebuilder*]: [_____][6]
2. How many total homes have closed with homebuyers **during the current quarter**? [_____]
    a. Number of homes closed with homebuyers during the current quarter for [*insert name of Homebuilder*]: [_____][6]
    b. Number of homes closed with homebuyers during the current quarter for [*insert name of Homebuilder*]: [_____][6]
3. How many total homes have closed with homebuyers **cumulatively**? [_____]
    a. Number of homes closed with homebuyers cumulatively for [*insert name of Homebuilder*]: [_____][6]
    b. Number of homes closed with homebuyers cumulatively for [*insert name of Homebuilder*]: [_____][6]

## V. Expenditures Paid from Accounts under Indenture

TOTAL BUDGETED COSTS REQUIRED TO COMPLETE IMPROVEMENT AREA #4 IMPROVEMENTS: $[_____]

Of the budgeted costs shown in the Service and Assessment Plan for Improvement Area #4:

1. Actual costs drawn from the Improvement Account: $[_____]
2.

## VI. Status of Improvements in Improvement Area #4

[6] Include a line item for each individual Homebuilder.

1. [Actual/Excepted] date of completion of the Public Improvements: [_____]
2. If applicable, Explanation of any delay/change in projected completion date since last Quarterly Report was filed: [_____]

## VII. Amenities[7]

TOTAL [EXPECTED/ACTUAL] COSTS OF AMENITIES: N/A

Of the N/A [expected/actual] costs of the Amenities:

1. Amount spent as of Quarterly Ending Date: N/A

2. [Actual/Expected] completion date of Amenities: N/A

## VIII. Material Changes

Describe any material changes, if applicable:

1. **Permits and Approvals** - Since the issuance of the Bonds, have there been any material changes to permits or development approvals (including any zoning) impacting the development of the land subject to the Assessments securing the Bonds, which were not disclosed in a previously filed Quarterly Report? If so, describe the material changes.

2. **Mortgage Loans** - Since the issuance of the Bonds, have there been any material changes to mortgage loans (whether changes to an existing loan or incurrence of a new mortgage loan), if applicable, for the land subject to the Assessments securing the Bonds, which were not disclosed in a previously filed Quarterly Report? If so, describe the material changes.

3. **Builder Contracts** - Since the issuance of the Bonds, have there been any material changes to builder contracts (including but not limited to changes to price, substantial completion dates, number of lots, or other terms) with respect to the land subject to the Assessments securing the Bonds, which were not disclosed in a previously filed Quarterly Report? If so, describe the material changes.

4. **Ownership** - Since the issuance of the Bonds, other than a sale to a homebuilder pursuant to a Purchase Agreement, has there been any sale, assignment or transfer of ownership of lands subject to the Assessments securing the Bonds by the Developer to any third-party Developer/land bank, which was not disclosed in a previously filed Quarterly Report? If so, provide the name of the third-party and indicate whether this third-party Developer/land bank has executed a Developer Acknowledgment pursuant to the Disclosure Agreement.

[7] An amenities section is included in the form of Quarterly Report. However, the information will be marked not-applicable, as the improvements that would be considered amenities in the District are also Public Improvements. The costs and completion date of these improvements will be reported in connection with the Public Improvements in Sections V and VI above.

5. **Completion Agreement –** Is the Developer required to provide evidence of available funds, in addition to the amounts on deposit in the Project Fund, to complete the construction of the Improvement Area #4 Improvements? If so, identify the available sources of funding and provide the amount of funding needed to complete the Improvement Area #4 Improvements.

6. **Amendments** – Since the issuance of the Bonds and except as otherwise disclosed in a previously filed Quarterly Report, (i) describe any amendments or waivers to any provision of the Disclosure Agreement, including a narrative explanation of the reason for the amendment or waiver and its impact on the type of financial information or operating data being presented by the Reporting Parties and (ii) include a copy of the amendment, as applicable.

7. **Other** – Provide any other material information that should be disclosed.

**EXHIBIT B**

**NOTICE TO MSRB OF FAILURE TO [PROVIDE QUARTERLY INFORMATION] [FILE QUARTERLY REPORT]**

[DATE]

| | |
|---|---|
| Name of Issuer: | City of Manor, Texas |
| Name of Bond Issue: | Special Assessment Revenue Bonds, Series 2024 (Manor Heights Public Improvement District Improvement Area #4 Project) (the "Bonds") |
| CUSIP Numbers: | [insert CUSIP Numbers] |
| Date of Delivery: | _____, 20__ |

SECTION 1.

NOTICE IS HEREBY GIVEN that _____, a _____ (the ["Developer[1]"] ["Significant Homebuilder"] has not provided the [Quarterly Information] [Quarterly Report] for the period ending on [*Insert Quarterly Ending Date*] with respect to the Bonds as required by the Continuing Disclosure Agreement of Developer dated as of _____ 1, 2024, by and among Forestar (USA) Real Estate Group, Inc., a Delaware corporation (the "Developer"), P3Works, LLC, as the "Administrator" and UMB Bank, N.A., as the "Dissemination Agent." The [Developer] ["Significant Homebuilder"] anticipates that the [Quarterly Information] [Quarterly Report] will be [provided] [filed] by _____.

[NOTICE IS HEREBY GIVEN that [Quarterly Information][the Quarterly Report] for the period ending on [*Insert Quarterly Ending Date*] with respect to the Bonds as required by the Continuing Disclosure Agreement of the Developer dated as of [_____] 1, 2024, by and among Forestar (USA) Real Estate Group, Inc. (the "Developer"), P3Works, LLC (the "Administrator"), and UMB Bank, N.A., Austin, Texas (acting solely in its capacity as dissemination agent (the "Dissemination Agent") was not filed in a timely manner due to [_____]. [_____, a _____ (the ["Developer"]["Significant Homebuilder"]) anticipates that the [Quarterly Information][Quarterly Report] will be [provided][filed] by _____.][The [Quarterly Information][Quarterly Report] was filed on [_____.]]

Dated: _____

UMB Bank, N.A.
on behalf of the Developer
(acting solely in its capacity as
Dissemination Agent)

[1] If applicable, replace with applicable successor(s)/assign(s).

By: _____

Title: _____

cc: City of Manor, Texas

**EXHIBIT C**

**TERMINATION NOTICE**

[DATE]

| | |
|---|---|
| Name of Issuer: | City of Manor, Texas |
| Name of Bond Issue: | Special Assessment Revenue Bonds, Series 2024 (Manor Heights Public Improvement District Improvement Area #4 Project) (the "Bonds") |
| CUSIP Numbers. | [insert CUSIP Numbers] |
| Date of Delivery: | _____, 20__ |

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

UMB Bank, N.A.

City of Manor, Texas
105 E. Eggleston Street
Manor, Texas 78653

Forestar (USA) Real Estate Group, Inc.

NOTICE IS HEREBY GIVEN that that _____, a _____ (the ["Developer[9]"] ["Significant Homebuilder"]) is no longer responsible for providing [any Quarterly Information] [the Quarterly Report] with respect to the Bonds, thereby, terminating such party's reporting obligations under the Continuing Disclosure Agreement of Developer dated as of _____ 1, 2024, by and among Forestar (USA) Real Estate Group, Inc., a Delaware corporation (the "Developer"), P3Works, LLC, as the "Administrator" and UMB Bank, N.A., as the "Dissemination Agent."

Dated: _____

P3Works, LLC
on behalf of the Developer
(solely in its capacity as Administrator)

By: _____

Title: _____

[9] If applicable, replace with applicable successor(s)/assign(s).

**EXHIBIT D**

**CERTIFICATION LETTER**

[DATE]

| | |
|---|---|
| Name of Issuer: | City of Manor, Texas |
| Name of Bond Issue: | Special Assessment Revenue Bonds, Series 2024 (Manor Heights Public Improvement District Improvement Area #4 Project) (the "Bonds") |
| CUSIP Numbers. | [insert CUSIP Numbers] |
| Date of Delivery: | _____, 20__ |

Re: Quarterly Report for Manor Heights Public Improvement District - Improvement Area #4

To whom it may concern:

Pursuant to the Continuing Disclosure Agreement of Developer dated as of _____ 1, 2024 by and among Forestar (USA) Real Estate Group, Inc.[1] (the "Developer"), P3Works, LLC, as the "Administrator", and UMB Bank, N.A., as the "Dissemination Agent," this letter constitutes the certificate stating that the Quarterly Information, provided by [Developer] [_____, as a "Significant Homebuilder"], contained in this Quarterly Report herein submitted by the Administrator, on behalf of the [Developer] [Significant Homebuilder], constitutes the [portion of the] Quarterly Report required to be furnished by the [Developer][Significant Homebuilder], Any and all Quarterly Information, provided by the [Developer][Significant Homebuilder], contained in this Quarterly Report for the three month period ending on [Insert Quarterly Ending Date], to the best of my knowledge, is true and correct, as of [insert date].

Please do not hesitate to contact our office if you have any questions or comments.

FORESTAR (USA) REAL ESTATE GROUP, INC., a Delaware corporation
(as Developer)

By: _____
Name: _____
Title: _____

OR

[SIGNIFICANT HOMEBUILDER

(as Significant Homebuilder)

[1] 1 If applicable, replace with applicable successor(s)/assign(s).

By: _____
Title: _____]

**EXHIBIT E**

**FORM OF ACKNOWLEDGEMENT OF ASSIGNMENT OF DEVELOPER REPORTING OBLIGATIONS**

[DATE]

[INSERT ASSIGNEE CONTACT INFORMATION]

**Re: Manor Heights Public Improvement District Improvement Area #4 - Continuing Disclosure Obligation**

Dear _____,

Per [*Insert name of applicable agreement*], as of, _____20__, you have been assigned and have assumed the obligations, requirements or covenants to construct one or more of the Improvement Area #4 Improvements or Additional Improvements (as those terms are defined in the Disclosure Agreement of Developer) within Improvement Area #4 of the Manor Heights Public Improvement District (the "District").

Pursuant to Section 2 of the Continuing Disclosure Agreement of Developer dated as of _____ 1, 2024 (the "Disclosure Agreement of Developer") by and among Forestar (USA) Real Estate Group, Inc. (the "Developer"), P3Works, LLC (the "Administrator"), and UMB Bank, N.A. (the "Dissemination Agent") with respect to the "City of Manor, Texas, Special Assessment Revenue Bonds, Series 2024 (Manor Heights Public Improvement District Improvement Area #4 Project)," any person that, through assignment, assumes the obligations, requirements or covenants to construct one or more of the [Improvement Area #4 Improvements] or [Additional Improvements] within Improvement Area #4 of the District is defined as a Developer.

As a Developer, pursuant to Section 6 of the Disclosure Agreement of Developer, you acknowledge and assume the reporting obligations of the Disclosure Agreement of Developer for the property which is owned as detailed in the Disclosure Agreement of Developer, which is included herewith.

Sincerely,

FORESTAR (USA) REAL ESTATE GROUP, INC.,
a Delaware corporation (as Developer)
By: _____
Name: _____
Title: _____

Acknowledged by:
**[INSERT ASSIGNEE NAME]**
By: _____
Title: _____

**EXHIBIT F**

**FORM OF ACKNOWLEDGEMENT OF ASSIGNMENT OF SIGNIFICANT HOMEBUILDER REPORTING OBLIGATIONS**

[DATE]

[INSERT ASSIGNEE CONTACT INFORMATION]

**Re: Manor Heights Public Improvement District Improvement Area #4 - Continuing Disclosure Obligation**

Dear _____,

As of, _____ 20__, you own [__] lots within Improvement Area #4 of the Manor Heights Public Improvement District (the "District"), which is equal to approximately _____% of the single-family residential lots within Improvement Area #4 of the District.

Pursuant to Section 2 of the Continuing Disclosure Agreement of Developer dated as of _____ 1, 2024, (the "Disclosure Agreement of Developer") by and among Forestar (USA) Real Estate Group, Inc. (the "Developer"), P3Works, LLC (the "Administrator"), and UMB Bank, N.A. (the "Dissemination Agent") with respect to the "City of Manor, Texas, Special Assessment Revenue Bonds, Series 2024 (Manor Heights Public Improvement District Improvement Area #4 Project),''any person or entity that owns fifteen (15) or more of the single-family residential lots within Improvement Area #4 of the District is defined as a Significant Homebuilder.

As a Significant Homebuilder, pursuant to Section 6 of the Disclosure Agreement of Developer, you acknowledge and assume the reporting obligations under Sections 3 and 4(b) of the Disclosure Agreement of Developer for the property described in Attachment I hereto, as further detailed in the Disclosure Agreement of Developer, which is included herewith.

Sincerely,

FORESTAR (USA) REAL ESTATE GROUP, INC.,
a Delaware corporation (as Developer)
By: _____
Name: _____
Title: _____

Acknowledged by:
**[INSERT ASSIGNEE NAME]**
By: _____
Title: _____

**ATTACHMENT I TO EXHIBIT F**

[Insert legal description of relevant lots]

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APPENDIX F

FINANCING AND REIMBURSEMENT AGREEMENT

# MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT FINANCING AND REIMBURSEMENT AGREEMENT

BETWEEN

FORESTAR (USA) REAL ESTATE GROUP, INC., A DELAWARE CORPORATION

AND

CITY OF MANOR, TEXAS

# MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT FINANCING AND REIMBURSEMENT AGREEMENT

This Manor Heights Public Improvement District Financing and Reimbursement Agreement (this "**Agreement**"), dated as of April 21, 2021 (the "**Effective Date**"), is entered into between Forestar (USA) Real Estate Group, Inc., a Delaware corporation (including any Designated Successors and Assigns, the "**Owner**"), and the City of Manor, Texas (the "**City**"), acting by and through each's duly authorized representative. The Consenting Party and the Owner and the City are sometimes collectively referenced in this Agreement as the "**Parties**", or, each individually, as the "**Party**". Capitalized terms not defined herein shall have the meanings ascribed thereto in Exhibit "A", attached hereto.

Recitals:

WHEREAS, Owner, RHOF, LLC, a Texas limited liability company ("**RHOF**") and Continental Homes of Texas, L.P., a Texas limited partnership ("**Horton**") own a total of approximately 602 acres of land located within the City (the "**Property**"), which Property is more particularly described in Exhibit "B", attached hereto;

WHEREAS, RHOF, Sky Village Kimbro Estates, LLC, and the City entered into a Development Agreement, effective November 7, 2018, which was amended by that certain First Amendment dated November 6, 2019 and that certain Second Amendment dated October 21, 2020 (as may be amended further, the "**Development Agreement**") pertaining to development matters with respect to the Property;

WHEREAS, it is intended that the Property will be developed as a primarily residential development with approximately 24 acres intended to be developed for commercial use, in accordance with the Development Agreement, Ordinance No.481 which established the zoning for Manor Heights South, and the Planned Unit Development Zoning (as may be further amended, the "**PUD**"), adopted by the City Council of the City (the "**City Council**") pursuant to Ordinance No. 534 on November 14, 2018 (the "**Project**");

WHEREAS, the City Council authorized the formation of the Manor Heights Public Improvement District (as amended, the "**District**") pursuant to a Resolution adopted by the City Council on November 7, 2018, in accordance with Chapter 372 of the Texas Local Government Code (the "**PID Act**");

WHEREAS, the City Council authorized additional land to be added to the boundaries of the District pursuant to a Resolution No. 2020-11 adopted by the City Council on October 7, 2020.

WHEREAS, pursuant to a Resolution adopted by City Council on March 17, 2021, Owner and the City entered into that certain Manor Heights Public Improvement District Acquisition and Reimbursement Agreement (Improvement Area #1 and Improvement Area #2) as authorized by Section 372.023(d)(1) of the Act (the "**IA Acquisition and Reimbursement Agreement**");

WHEREAS, pursuant to a Resolution adopted by City Council on April 21, 2021, Owner and the City entered into that certain Manor Heights Public Improvement District Acquisition and Reimbursement Agreement (Major Improvement Area) as authorized by Section 372.023(d)(1) of the Act (the "**Major Acquisition and Reimbursement Agreement**");

WHEREAS, pursuant to the terms of this Agreement, the City has agreed to allow financing of certain Authorized Improvements conferring special benefits to the Property via a public improvement district;

WHEREAS, the Owner intends to construct certain Authorized Improvements over time to serve property located in the District (or portions thereof) and cause ownership of those improvements to vest with the City in accordance with the terms and provisions of this Agreement;

WHEREAS, the City intends to construct the Wastewater Facilities with a combination of proceeds from the PID Bonds and other funds provided by the Owner;

WHEREAS, from the proceeds of the PID Bonds, the City will, upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement, acquire those certain Authorized Improvements provided for in this Agreement and the Owner will be paid or repaid or reimbursed for the costs of acquisition, construction and improvement of the Segments that are completed from time to time and operative, subject to the terms and limitations set forth herein;

WHEREAS, the City intends to (upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement) adopt the Service and Assessment Plan, approve the Assessment Ordinance and levy Assessments on all or a portion of the property located within the District and issue bonds in one or more series for payment of costs associated with construction and/or acquisition of the Authorized Improvements included in the Service and Assessment Plan, as such plan may be amended from time to time; and

WHEREAS, the City has determined that it is in its best interests to build a portion of the Authorized Improvements (e.g. the Wastewater Facilities) and to contract with the Owner for the construction of the balance of the Authorized Improvements, which will result in the efficient and effective implementation of the Service and Assessment Plan.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the parties hereto agree as follows:

## ARTICLE I. SCOPE OF AGREEMENT

This Agreement establishes provisions for the apportionment, levying, and collection of Assessments on the Property (Article II), the construction of Authorized Improvements to be acquired by the City (Article III), funding of Authorized Improvements (Article IV), the issuance of bonds for the financing of the Authorized Improvements (Article V), representation and warranties (Article VI), default and remedies (Article VII), and general provisions (Article VIII).

## ARTICLE II. APPORTIONMENT, LEVY AND COLLECTION OF ASSESSMENTS

**Section 2.01.** Preliminary Matters

(a) On November 7, 2018, the City authorized the formation of the District by Resolution No. 2018-10 and on October 7, 2020, the City authorized additional land be included within the District pursuant to Resolution No. 2020-11. The District includes all of the Property.

(b) The Property is intended to be developed in phases, with the District being divided, for development planning purposes, into the Major Improvement Area (as more particularly described in Exhibit "B-1" attached hereto), Improvement Area #1 (as more particularly described in Exhibit "B-2" attached hereto) and Improvement Area #2 (as more particularly described in Exhibit "B-2" attached hereto) (the Major Improvement Area, Improvement Area #1, and Improvement Area #2 may each be referred to as an "**Improvement Area**"). The Owner intends to further divide the Major Improvement Area into two or more Improvement Areas as development progresses to the Major Improvement Area. All Authorized Improvements are intended to benefit one or more specific Improvement Areas or the entire District. It is intended that the Assessments for the Major Improvement Area, Improvement Area #1 and Improvement Area #2 will be levied concurrently. Thereafter, it is expected that PID Bonds for both the Major Improvement Area (the "**Major Improvement Area PID Bonds**") and Improvement Area #1 and Improvement Area #2 (the "**IA #1-2 PID Bonds**") will be issued. The Major Improvement Area PID Bonds will finance the Major Improvement Area's proportionate share of Actual Costs attributable to the construction of, acquisition of or reimbursement for the Major Improvements (as more particularly described in Exhibit "C-1" attached hereto). Likewise, the IA #1-2 PID Bonds will finance the Improvement Area #1 and Improvement Area #2's Actual Costs attributable to the construction of, acquisition of or reimbursement for the Improvement Area #1 Improvements (as more particularly described in Exhibit "C-1" attached hereto) and the Improvement Area #2 Improvements (as more particularly described in Exhibit "C-1" attached hereto), respectively; and the IA #1-2 PID Bonds will finance the Improvement Area #1 and Improvement Area #2's proportionate share of Actual Costs attributable to the construction of, acquisition of or reimbursement for the Major Improvements. The proportionate share of Actual Costs of Authorized Improvements will be allocated to each Improvement Area based on the benefit provided by the Authorized Improvements to that Improvement Area (as set forth in the Service and Assessment Plan) so that each Improvement Area's allocated Actual Costs will be funded by the PID Bonds issued for and secured by the Assessments on the particular Improvement Area.

(c) Parity Bonds may be issued to pay for or reimburse Owner for any Actual Costs for Authorized Improvements benefiting an Improvement Area that remain unpaid or unreimbursed after issuance of the initial PID Bonds secured by that Improvement Area.

(d) The Parties hereby acknowledge and agree that any references in this Agreement to the Owner's obligation to construct any Authorized Improvement may be disregarded with respect to the Wastewater Facilities since the City is constructing the Wastewater Facilities.

(e) On the Effective Date, the City Council has also considered and approved the Preliminary Service and Assessment Plan for the Property which is attached hereto as Exhibit "C".

The Owner acknowledges and agrees that the Service and Assessment Plan must meet the requirements of Texas Local Government Code Sections 372.013 and 372.014 and be presented to the City Council for review and approval prior to Assessments being levied and PID Bonds being issued. Subsequent to the City Council's approval of this Agreement, the City intends to approve the Service and Assessment Plan and levy Assessments on all benefited parcels in the District. Thereafter, the Service and Assessment Plan will be updated and amended by the City or its Administrator at least once per year, and submitted for the City Council's review and approval. Notwithstanding the above, it is hereby understood and acknowledged by the Parties that the Service and Assessment Plan may need to be amended over time if there are any changes to the Authorized Improvements or property within the District, in accordance with the terms set forth in this Agreement. Nevertheless, the basic terms and methodology described in the Service and Assessment Plan will generally apply to each series of PID Bonds.

(f) Assessments on any portion of the Property will bear a direct proportional relationship to and be less than or equal to the special benefit of the Authorized Improvements accruing to such portion of the Property.

(g) Assessments on any portion of the Property may be adjusted in connection with PID Bond issues or otherwise so long as the Assessments are determined in accordance with the Service and Assessment Plan and the PID Act.

(h) The Property may also be subject to an Owner's Association assessment.

(i) Promptly following submission to the City of the initial or an updated Service and Assessment Plan (or any subsequent amendment or supplement to the Service and Assessment Plan) acceptable in form and substance to the City and to the Owner with respect to the matters therein that require approval by the Owner as provided in this Agreement, the City Council shall consider, if applicable, an Assessment Ordinance relating to the applicable plan or amendment or supplement. If an Assessment Ordinance is adopted, the City shall use reasonable, good faith efforts to expeditiously initiate and approve all necessary documents and orders required to effectuate the Service and Assessment Plan and Assessment Ordinance.

(j) Prior to the issuance of any series of PID Bonds (except for Parity Bonds or any refunding bonds), the Owner shall provide an Appraisal to the City for the City's review and approval covering the portion of the Property that is subject to the Assessments. The City shall select the appraiser, in consultation with the Owner and the Underwriter, and all reasonable fees of the Appraisal shall be paid by the Owner.

**Section 2.02.** Apportionment and Levy of Assessments

The City will levy Assessments on the Property in accordance with the terms of this Agreement and with the Service and Assessment Plan at such time as an Assessment Ordinance is

approved by the City Council. The City's apportionment and levy of Assessments will be made in accordance with the PID Act.

**Section 2.03.** Collection of Assessments

(a) Subject to the terms and conditions of this Agreement, the City covenants and agrees that it shall, as authorized by the PID Act and other applicable law, continuously collect or cause to be collected Assessments levied pursuant to an Assessment Ordinance in accordance with the Service and Assessment Plan during the term of this Agreement in the manner and to the maximum extent permitted by applicable law. The City covenants and agrees that to the extent permitted by applicable law, it will not permit a reduction, abatement, or exemption in the Assessments due on any portion of the Property until (i) the PID Bonds related to that particular portion of the Property are no longer outstanding, whether as a result of payment in full, defeasance, or otherwise, or (ii) the Owner has been reimbursed for the unreimbursed Actual Costs eligible to be paid from the Assessment Revenues in accordance with the applicable Acquisition and Reimbursement Agreement. The City shall use best efforts to collect the Assessments consistent with the City's policies and standard practices applicable to the collection of City taxes and assessments.

(b) It is hereby acknowledged that Assessments can be used, to the extent any such Assessments are remaining after payments are made on the PID Bonds, to pay or reimburse Owner for any Actual Costs not paid or reimbursed under Section 4.02, Section 4.03, or Section 4.04 of this Agreement. Any reimbursement obligation to Owner under an Acquisition and Reimbursement Agreement or as provided above will be subordinate to payment of the applicable PID Bonds.

(c) Notwithstanding anything to the contrary contained herein or in the Service and Assessment Plan, once PID Bonds have been issued for an Improvement Area, the Assessment Revenues collected annually from the Property within such Improvement Area will be deposited in the applicable Pledged Revenue Fund and thereafter transferred in the priority as set forth in the applicable Indenture.

(d) Further notwithstanding anything to the contrary contained herein, the City covenants and agrees to use best efforts to contract with the Travis County Tax Assessor for the collection of the Assessments such that the Assessments will be included on the ad valorem tax bill(s) for the Property and will be collected as part of and in the same manner as ad valorem taxes.

**Section 2.04.** Approval and Recordation of Assessments through Landowner Agreement

Concurrently with the levy of the Assessments for any portion of the Property, the Owner and the Consenting Party shall execute a "**Landowner Agreement**" (herein so called) in which the Landowner shall (i) approve and accept the apportionment of the Assessments in the Service and Assessment Plan and the levy of the Assessments by the City and (ii) approve and accept the terms of the Home Buyer Disclosure Program. The Landowner Agreement further shall (a) evidence the Landowner's intent that the Assessments be covenants running with the land that (i) will bind any and all current and successor owners of the Property to the Assessments, including applicable interest thereon, as and when due and payable and (ii) provide that subsequent

purchasers of such land take their title subject to and expressly assume the terms and provisions of the Assessments; and (b) provide that the liens created by the levy of the Assessments are a first and prior lien on the Property, subject only to liens for ad valorem taxes of the State, County, City, or school district.

**Section 2.05** Assignment of Right to Payment of Unreimbursed Actual Costs.

Owner's right, title and interest to the payments of unreimbursed Actual Costs shall be the sole and exclusive property of Owner (or its Transferee) and no other third party (including but not limited to the Consenting Party) shall have any claim or right to such funds unless Owner transfers its rights to its unreimbursed Actual Costs to a Transferee in writing and otherwise in accordance with the requirements set forth herein. Owner has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with notice to) the City, all or any portion of Owner's right, title, or interest under this Agreement to receive payment of its unreimbursed Actual Costs, including either Bond Proceeds or Assessment Revenues (a "**Transfer**," and the person or entity to whom the transfer is made, a "**Transferee**"). Notwithstanding the foregoing, no Transfer shall be effective until written notice of the Transfer, including the name and address of the Transferee, is provided to the City. The City may rely conclusively on any written notice of a Transfer provided by Owner without any obligation to investigate or confirm the Transfer. A Transferee shall be responsible for all continuing disclosure requirements and obligations as agreed to by the Owner and the City in the Disclosure Agreement of Owner.

**Section 2.06.** Obligations Secured by Pledged Revenues

**THE PID BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY SECURED SOLELY BY ASSESSMENT REVENUES (AS PROVIDED IN THE INDENTURE) AND ANY OTHER FUNDS HELD UNDER THE INDENTURE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE PID BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF THE CITY AND ARE NOT SECURED EXCEPT AS PROVIDED IN THE INDENTURE. THE OWNERS OF THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF ANY FUNDS OF THE CITY OTHER THAN THE ASSESSMENT REVENUES AND ANY OTHER FUNDS HELD UNDER THE INDENTURE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO THE OWNERS OF THE BONDS TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE ASSESSMENT REVENUES.**

**Section 2.07** PID True-Up

(a) If the subdivision of any Assessed Property by a recorded subdivision plat causes the Assessment per Lot included with that subdivision plat to exceed the Maximum Assessment, then prior to the City approving the plat, the Owner must partially prepay the Assessment for each Lot included with that subdivision plat that exceeds the Maximum Assessment in an amount sufficient to reduce the Assessment to the Maximum Assessment.

(b) At the time PID Bonds are issued, if the Assessment per Lot for any Lot classification identified in the Service and Assessment Plan exceeds the Maximum Assessment, then prior to the issuance of PID Bonds the Assessment on the applicable parcel shall be reduced until the Assessment equals the Maximum Assessment.

(c) Notwithstanding anything seemingly to the contrary herein, in the event of any conflict between this Agreement and the Service and Assessment Plan with respect to the calculation of the Maximum Assessment, the Service and Assessment Plan shall control.

## ARTICLE III. CONSTRUCTION AND ACQUISITION

**Section 3.01.** Acquisition of Authorized Improvements

The Owner will dedicate the Authorized Improvements to the City upon completion of the Authorized Improvements, and the City will accept dedication of such Authorized Improvements after confirming that the Authorized Improvements (or such Segment thereof) have been completed in accordance with this Agreement and the Regulatory Requirements.

**Section 3.02.** Designation of Construction Manager, Construction Engineers

(a) Except for the Wastewater Facilities which will be constructed by the City, the City hereby designates the Owner, or its assignees, as the Construction Manager with full responsibility for the design, the designation of easement locations, facilities site designations and acquisitions, supervision of construction, and the bidding and letting of construction contracts for the construction of the Authorized Improvements in accordance with the provisions of this Article III and in accordance with any requirements of the City and, as applicable, City approved plans.

(b) Except as otherwise provided herein, inspection of the construction of any Authorized Improvement being conveyed to the City will be by the City Construction Representative or its designee. Any City inspection of an Authorized Improvement being conveyed to the City will be in accordance with any requirements of the City.

(c) The Owner shall be entitled to a separate Construction Management Fee for the construction of each Segment, unless Owner contracts with a third party to act as the Construction Manager with respect to construction of the Authorized Improvements. The Construction Management Fee is part of Actual Costs and will be paid as part of the Actual Costs.

(d) The City shall cooperate with the Owner in connection with its services as Construction Manager.

(e) The Owner shall designate the consulting engineers for the Authorized Improvements (save and except for the Wastewater Facilities) for the compensation specified by the Owner.

**Section 3.03.** Designation of Construction Manager Subcontractor

The City acknowledges and agrees that Owner may subcontract out all or some of the duties of Construction Manager to a third party. Owner may designate an individual, company, or

partnership or other entity as a subcontractor for construction management services for one or more Authorized Improvements or distinct Segments thereof; provided, however, that such designee has the technical capacity, experience, and expertise to perform such construction management duties or obligations.

**Section 3.04.** Maintenance of Project, Warranties

Unless otherwise provided for, the Owner (or the Owner's Association, as applicable) shall maintain each Authorized Improvement (or Segment thereof) in good and safe condition until such Authorized Improvement (or Segment thereof) is accepted by the City. The City's acceptance of Authorized Improvements shall be in accordance with the City's standard rules and procedures for the type of improvements being constructed. Prior to such acceptance, the Owner shall be responsible for performing any required maintenance on such Authorized Improvement. On or before the acceptance by the City of an Authorized Improvement (or Segment thereof), the Owner shall assign to the City all of the Owner's rights in any warranties, guarantees, maintenance obligations, or other evidences of contingent obligations of third persons with respect to such Authorized Improvement (or Segment thereof).

**Section 3.05.** Sales and Use Tax Exemptions

(a) The parties agree that, as municipally and publicly owned and acquired properties, all costs of materials, other properties and services used in constructing the Authorized Improvements to be acquired by the City are exempt under the Texas Tax Code from sales and use taxes levied by the State of Texas, or by any county, city, special district, or other political subdivision of the State, as set forth in Texas Tax Code Section 151.309.

(b) The City will provide such certifications to the Owner and/or to suppliers and contractors as may be required to assure the exemptions claimed herein.

(c) The City and the Owner shall cooperate in structuring the construction contracts for the Authorized Improvements to comply with requirements (including those set forth in Texas Tax Code Section 151.309) for exemption from sales and use taxes.

**Section 3.06.** Exemption from Public Bidding

It is agreed that the construction of Authorized Improvements will be exempt from any public bidding or other purchasing and procurement policies pursuant to Texas Local Government Code Section 252.022(a)(9), which states that a project is exempt from such policies if "paving drainage, street widening, and other Authorized Improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements."

**Section 3.07.** Completion Agreement

The Owner has executed a Completion Agreement (herein so called), a copy of which is attached hereto as Exhibit "H" prior to execution of this Agreement. The Completion Agreement, together with the payment and performance bonds being provided by the Owner pursuant to the terms of the Development Agreement, shall provide the City with adequate assurances that the

improvements described in the Completion Agreement will be completed by the Owner. Execution of the Completion Agreement alleviates any requirement for the Owner to provide a cash deposit to secure the completion of construction of any improvements within the Project.

## ARTICLE IV. PAYMENT FOR AUTHORIZED IMPROVEMENTS

**Section 4.01.** Overall Requirements

(a) The City will, upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement and the Development Agreement, pay or reimburse, as applicable, the Owner for the Actual Costs of the Authorized Improvements as provided further herein.

(b) Any payment obligation of the City hereunder shall be payable solely from Assessment Revenues or, if PID Bonds are issued, the proceeds of such PID Bonds. Unless approved by the City, no other funds, revenues, taxes, or income of any kind other than Assessment Revenues or, if PID Bonds are issued, the proceeds of such bonds shall be used to pay the City's obligations hereunder. The obligations of the City under this Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or constitute a debt or other obligation of the City payable from any source other than Assessments Revenues or, if PID Bonds are issued, the proceeds of such bonds.

(c) The Parties anticipate that the Actual Costs to construct the Authorized Improvements will be greater than the Assessment Revenues or, if PID Bonds are issued, the net proceeds of such bonds available for Authorized Improvements. The Owner shall bear one hundred percent (100%) of the Actual Costs of constructing the Authorized Improvements not paid from the proceeds of the PID Bonds or Assessment Revenues.

(d) Upon completion of an Authorized Improvement (or Segment thereof), the Owner shall convey, and the City shall acquire, as more particularly described in Section 3.01, the given Authorized Improvement for the Actual Costs, after such Authorized Improvement (or Segment thereof) is completed and has been accepted by the City.

(e) Upon acceptance of an Authorized Improvement, and subject to any applicable maintenance-bond period, the City shall be responsible for all operation and maintenance of such Authorized Improvements.

**Section 4.02.** Payments for Authorized Improvements Prior the Issuance of PID Bonds

(a) Upon the approval of an Assessment Ordinance and prior to the issuance of PID Bonds, the City shall bill, collect, and immediately deposit the Assessment Revenues collected from the Assessed Property into the applicable Improvement Area Operating Account (excluding Annual Collection Costs and Delinquent Collection Costs). Funds in the Operating Accounts shall only be used to pay Actual Costs of the Authorized Improvements in accordance with this Agreement. Once PID Bonds are issued, the applicable Indenture shall control in the event of any conflicts with this Agreement.

(b) The general process to receive funds from the Pledged Revenue Fund to pay the

Actual Costs of the Authorized Improvements is as follows:

(1) the Owner shall deliver to the City Construction Representative and the City Engineer the following:

(A) a Certification for Payment substantially in the form attached hereto as Exhibit "D" executed by the Construction Manager and the Project Engineer evidencing the Actual Costs;

(B) evidence of the acceptance by the City of those Authorized Improvements to be funded by the PID Bond in question and the conveyance to the City of those Authorized Improvements to be funded by the PID Bonds as described in Section 2.03 above (for Completed Authorized Improvements only);

(C) waivers of liens for the work on the applicable Authorized Improvements through the previous Certification for Payment, receipts for payment and verification in form acceptable that any subcontractors have been paid;

(D) two-year maintenance bond; and

(E) an assignment of the warranties and guaranties in form reasonably acceptable to the City.

(2) After the Certification for Payment is submitted to the City Construction Representative, the City shall conduct a review to confirm those Authorized Improvements to be funded by the Assessment Revenues on deposit in the applicable Operating Account were constructed in accordance with the plans therefor (for Completed Authorized Improvements only) and to verify the Actual Costs of Authorized Improvements specified in such Certification for Payment. The City agrees to conduct such review in an expeditious manner after the Certification for Payment is submitted to the City Construction Representative and the Owner agrees to cooperate with the City in conducting each such review and to provide the City with such additional information and documentation as is reasonably necessary for the City to conclude each such review. Upon confirmation by the City that Authorized Improvements to be funded by the Assessment Revenues on deposit in the applicable Operating Account have been constructed in accordance with the plans therefor and this Agreement (for Completed Authorized Improvements only), verification and approval of the Actual Costs of those Authorized Improvements, the City shall within thirty (30) calendar days thereafter accept those Authorized Improvements not previously accepted by the City and the City Construction Representative shall sign the Certification for Payment and forward the same to the City Manager. The City Manager shall then have up to ten (10) business days to reimburse the Owner. Notwithstanding anything to the contrary stated herein, Owner shall not be required to complete construction of a particular Authorized Improvement in order to be reimbursed via a "progress payment" pursuant to this Section 4.02.

(c) The Owner shall be entitled to receive any unpaid amounts under a Certification for Payment approved under subsection (b) above (the "**Reimbursement Obligation Balance**"), plus simple interest on the Reimbursement Obligation Balance at the rate provided for in the applicable Acquisition and Reimbursement Agreement; provided, however, that the interest rate under this subsection (c) shall not exceed the maximum amount permissible under the PID Act. If any Actual Costs of the Authorized Improvements remain unreimbursed after the issuance of the PID Bonds, it is intended that Owner may request such Actual Costs to be reimbursed by a

subsequent issuance of Parity Bonds.

**Section 4.03.** Payments for Authorized Improvements Upon the Issuance of PID Bonds

(a) Upon receipt of a Bond Issuance Request, the City will consider the issuance of the PID Bonds, subject to meeting the requirements and conditions stated in the Development Agreement, Section 5.01 hereof, and State law, to reimburse the Owner for Actual Costs of those Authorized Improvements that are complete at the time of bond issue and to be completed by progress payments. The City will use diligent, reasonable and good faith efforts, subject to meeting the requirements and conditions stated herein and State law, to issue PID Bonds within four (4) to six (6) months after receiving a Bond Issuance Request from Owner.

(b) Once PID Bonds are issued pursuant to Article V hereof, the City shall bill, collect, and deposit into the Pledged Revenue Fund all Assessment Revenues constituting "pledged revenues" as defined in the Indenture. The City shall also deposit the proceeds of the PID Bonds and any other funds authorized by the applicable Indenture into the Project Fund. Funds in the Project Fund shall only be used to pay Actual Costs of the Authorized Improvements in accordance with the Indenture. When PID Bonds are issued, the proceeds of the PID Bonds shall be used to pay or reimburse the Owner for Actual Costs incurred in constructing the Authorized Improvements that are or will be dedicated and transferred to and accepted by the City. The Owner is responsible for Actual Costs of Authorized Improvements not paid from proceeds of the PID Bonds from the Pledged Revenue Fund, and any cost overruns (after applying cost savings). The lack of proceeds of the PID Bonds or the availability of other funds in the Pledged Revenue Fund or the Project Fund shall not diminish the obligation of the Owner to pay the Actual Costs of the Authorized Improvements.

(c) At least thirty (30) calendar days prior to the time of the closing of the PID Bonds, Owner may submit a Closing Disbursement Request (including any supporting documentation requested by the City) substantially in the form attached hereto in Exhibit "E" executed by the Construction Manager and the Project Engineer to the City Construction Representative to be reimbursed for those Owner Expended Funds accrued to date of such Closing Disbursement Request and not previously reimbursed. The City shall conduct a review to verify the Owner Expended Funds specified in such Closing Disbursement Request. Prior to disbursement of proceeds, City Construction Representative will sign the Closing Disbursement Request and deliver said Closing Disbursement Request to the Trustee. At the closing of the PID Bonds, Owner shall be reimbursed an amount equal to the applicable Owner Expended Funds.

(d) Any Authorized Improvements that have not been completed by Owner by the time the PID Bonds are issued, will be payable periodically as construction progresses. The procedures for such progress payments are contained in this Section 4.03 and the Indenture. Such payments shall be made by Trustee no more frequently than monthly and within five (5) business days of the Trustee's receipt of the completed Certification for Payment from the City Construction Representative. If the City disapproves any Certification for Payment, the City shall provide a written explanation of the reasons for such disapproval so that if the Certification for Payment is revised in accordance with City's comments, the Certification for Payment can be approved. Notwithstanding anything to the contrary contained herein, if the Quarterly Accounting provided by the Construction Manager for a particular Authorized Improvement shows there are not enough

funds in the segregated account to fund the remaining design and construction Actual Costs of that Authorized Improvement after taking into consideration any contingencies, the City Construction Representative shall not be obligated to authorize payments of a Certification for Payment until such time as Owner provides evidence satisfactory to the City Construction Representative that Owner has or will provide funds in an amount sufficient to fully fund the remaining design and construction Actual Costs of that Authorized Improvement. Furthermore, notwithstanding anything contained herein to the contrary, in the event a subcontractor supplying labor or materials for the Authorized Improvements claims that the subcontractor has not been paid for such labor or materials, the City Construction Representative shall not be obligated to authorize payment of a Certification for Payment until such claim is resolved.

(h) The general process for funding of Authorized Improvements from funds on deposit in the Project Fund is as follows:

(1) the Owner shall deliver to the City Construction Representative and the City Engineer the following:

(i) a Certification for Payment substantially in the form attached hereto as Exhibit "E" executed by the Construction Manager and the Project Engineer evidencing the Actual Costs,

(ii) evidence of the acceptance by the City of those Authorized Improvements to be funded by the PID Bond in question and the conveyance to the City (for Completed Authorized Improvements only), and

(iii) waivers of liens for the work on the applicable Authorized Improvements through the previous Certification for Payment, receipts for payment and verification in form acceptable that any subcontractors have been paid.

(2) After the Certification for Payment is submitted to the City Construction Representative, the City shall conduct a review to confirm those Authorized Improvements to be funded by proceeds of the PID Bonds were constructed in accordance with the plans therefor (for Completed Authorized Improvements only) and to verify the Actual Costs of Authorized Improvements specified in such Certification for Payment. The City agrees to conduct such review in an expeditious manner after the Certification for Payment is submitted to the City and the Owner agrees to cooperate with the City in conducting each such review and to provide the City with such additional information and documentation as is reasonably necessary for the City to conclude each such review. Upon confirmation by the City that Authorized Improvements to be funded by the PID Bonds have been constructed in accordance with the plans therefor and this Agreement (for Completed Authorized Improvements only), verification and approval of the Actual Costs of those Authorized Improvements, the City shall within thirty (30) calendar days thereafter accept those Authorized Improvements not previously accepted by the City and the City Construction Representative shall sign the Certification for Payment and forward the same to the City Manager. The City Manager shall then have up to ten (10) business days to forward the executed Certification for Payment to the Trustee for payment.

(i) In addition to the submitted items required in 4.03(e) above, in order to obtain the final progress payment for an Authorized Improvement funded by the PID Bonds pursuant to this Section 4.03, the Owner shall have provided to the City an assignment of the warranties and

guaranties, if applicable, and a two-year maintenance bond for such Authorized Improvement.

**Section 4.04.** Parity Bonds

(a) Any Actual Costs for Authorized Improvements for a given Improvement Area not paid or reimbursed from the proceeds of the initial series of PID Bonds for that Improvement Area or the proceeds from an Acquisition and Reimbursement Agreement may be paid or reimbursed from the proceeds of Parity Bonds for that Improvement Area. It is contemplated that Parity Bonds may be issued after issuance of the initial series of PID Bonds for an Improvement Area.

(b) The purpose of a Parity Bond issuance for an Improvement Area would be to fund (i) Authorized Improvements benefitting such Improvement Area that were not completed at the time the initial PID Bonds secured by that Improvement Area were issued; or (ii) the Actual Costs of Authorized Improvements that were completed at the time the initial PID Bonds secured by Assessments levied on such Improvement Area but that were not fully reimbursed by said initial PID Bonds or any applicable Acquisition and Reimbursement Agreement.

(c) There may be more than one series of Parity Bonds secured by Assessments levied on a specific Improvement Area. If the Parity Bonds secured by Assessments levied on a specific Improvement Area are sufficient to fully reimburse Owner for the unreimbursed Actual Costs for that Improvement Area, then Owner's right to receive any portion of the Assessments for such purposes shall automatically terminate. However, if the net proceeds of Parity Bonds are not sufficient to reimburse Owner for the unreimbursed Actual Costs eligible to be paid from Assessments for a given Improvement Area, or if the amount to be funded by such Parity Bonds is insufficient to justify issuance in the City's reasonable discretion, then Owner shall continue to receive the Assessments for that Improvement Area to the extent, and only to the extent, those funds remain available therefor after debt service is paid on the applicable PID Bonds until the date the Owner is fully repaid for the unreimbursed Actual Costs eligible to be paid from Assessments.

**Section 4.05.** Payment Pursuant to Acquisition and Reimbursement Agreement

(a) The City and Owner have previously entered into the Acquisition and Reimbursement Agreement(s), which will provide that any Assessment Revenues attributable to an Improvement Area remaining after payment of debt service on the PID Bonds will be used to reimburse the Owner for any Actual Costs attributable to the Authorized Improvements not paid pursuant to Section 4.02, Section 4.03 or Section 4.04 of this Agreement.

(b) Pursuant to the terms of the applicable Acquisition and Reimbursement Agreement, Owner shall convey, and the City shall acquire, the given Authorized Improvement or Segment thereof for the Actual Cost, after such Authorized Improvement is completed and has been accepted by the City.

**Section 4.06** City Cooperation/Wastewater Facilities

The City shall cooperate with Owner and provide any and all documentation reasonably requested by Owner or the Administrator in a timely manner evidencing (i) the Actual Costs of the

Wastewater Facilities in order for Owner to include such information in payment requests (including Certification for Payments) and thereafter receive payments from the proceeds of the PID Bonds for the applicable Wastewater Facilities actually constructed by the City, and/or (ii) the timing and/or progress of the design and construction of the Wastewater Facilities in order for Owner to include such information in payment requests and/or the Owner Continuing Disclosure Agreement.

## ARTICLE V. PID BONDS

**Section 5.01.** Issuance of PID Bonds

(a) Subject to the terms and conditions set forth in this Section V, the City intends to pay for the Authorized Improvements by issuing PID Bonds in one or more series. The City agrees to use diligent, reasonable and good faith efforts, subject to meeting the requirements and conditions stated herein and State law, to issue, within four to six months after receiving from Owner a Bond Issuance Request, the applicable PID Bonds, provided that Owner can reasonably demonstrate to the City and its financial advisors (i) that there is sufficient security for such PID Bonds, based upon the bond market conditions existing at the time of such proposed sale, (ii) that the Owner is current on all taxes, assessments, fees and obligations to the City, and (iii) by delivery to the City a certification or other evidence from an independent appraiser acceptable to the City confirming that the special benefits conferred on the properties being assessed for the Authorized Improvements increase the value of the property by an amount at least equal to the amount assessed against such property.

(b) The aggregate principal amount of PID Bonds required to be issued hereunder shall not exceed an amount sufficient to fund: (i) the Actual Costs of the Authorized Improvements, (ii) required reserves and capitalized interest of not more than 12 months after the completion of construction of the applicable Authorized Improvements funded by the PID Bond issue in question and in no event for a period greater than 12 months from the date of the initial delivery of the applicable PID Bonds and (iii) Bond Issuance Costs. Provided, however, that to the extent the law(s) which limit the period of capitalized interest to 12 months after completion of construction change, the foregoing limitation may be adjusted to reflect the law(s) in effect at the time of future PID Bond issuances.

(c) The final maturity for each series of PID Bonds shall occur no later than 30 years from the issuance of said PID Bonds.

(d) The maximum annual PID installment equivalent tax rate, calculated as of the date of the pricing of PID Bonds, shall be $0.33 per $100 of estimated buildout value. Assessments on any given portion of the Property may be adjusted in connection with subsequent PID Bond issues, as long as the maximum annual PID annual installment equivalent tax rate, as described in the foregoing sentence, is not exceeded, and the Assessments are determined in accordance with the Service and Assessment Plan. Assessments on any portion of the Property shall bear a direct proportionate relationship to the special benefit of the Authorized Improvements to that portion of the Property. Notwithstanding anything seemingly to the contrary herein, in the event of any conflict between this Agreement and the Service and Assessment Plan with respect to the calculation of the Maximum Assessment, the Service and Assessment Plan shall control.

(e) The minimum appraised value to lien ratio at the issuance date of each series of PID Bonds shall be 3 to 1.

(f) In addition to any other requirements of this Agreement, including but not limited to City Council approval, PID Bonds are not required to be issued under this Article V unless (i) the statutory requirements set forth in Chapter 372 of the Texas Local Government Code have been satisfied; (ii) the City receives at the time of issuance of such PID Bonds an opinion of counsel selected by the City stating in effect that the PID Bonds are legal and valid obligations under State law and that all preconditions to their issuance under State law have been satisfied; and (iii) the Attorney General has issued an opinion approving issuance of the bonds as required by the PID Act.

(g) The City will deliver a certificate relating to any PID Bonds authorized by the City Council (such certificate, as it may be amended and supplemented from time to time, being referred to herein as the "**Tax Certificate**") containing covenants and agreements designed to satisfy the requirements of Sections 103 and 141 through 150, inclusive, of the Tax Code and the income tax regulations issued thereunder relating to the use of the proceeds of the PID Bonds or of any monies, securities or other obligations on deposit to the credit of any of the funds and accounts created by the Indenture or this Agreement or otherwise that may be deemed to be proceeds of the Bonds within the meaning of Section 148 of the Tax Code (collectively, "**Bond Proceeds**").

(h) If the Owner is requesting Parity Bonds, the Owner must demonstrate that any applicable additional bonds test can be satisfied.

(i) The foregoing requirements apply to each series of PID Bonds issued.

**Section 5.02.** Project Fund

The City hereby covenants and agrees that when PID Bonds are issued, the Indenture will establish a Project Fund as a separate fund to be held by the Trustee under the Indenture. The portion of the proceeds of the PID Bonds issued to pay Actual Costs of Authorized Improvements and Bond Issuance Costs shall be deposited upon issuance into separate accounts within the Project Fund.

**Section 5.03.** Denomination, Maturity, Interest, and Security for Bonds

(a) Each series of PID Bonds is subject to authorization by the City Council. If authorized, the PID Bonds shall be issued in the denominations, shall mature and be prepaid, shall bear interest, and shall be secured by and payable solely from the PID Bond Security, all to be as described and provided in the PID Bond Ordinance or Indenture, as applicable.

(b) The final and adopted versions of each PID Bond Ordinance and Indenture (and all documents incorporated or approved therein) shall contain provisions relating to the withdrawal, application, and uses of the proceeds of the PID Bonds when and as issued and delivered and otherwise contain such terms and provisions as are mutually approved by the City and the Owner.

**Section 5.04.** Sale of PID Bonds

The PID Bonds, when issued by the City, shall be marketed and sold through a negotiated, competitive, or privately placed sale to an approved third party or parties with the cooperation and assistance of the Owner in all respects with respect to the preparation of marketing documents, such as preliminary and final official statements or in such other marketing and/or sales method mutually agreed upon by the City and the Owner.

**Section 5.05.** Phased Issuance of Debt

As previously stated, the proposed bond issuance program is anticipated to entail a minimum of one bond financing that will finance the Authorized Improvements required for the development of the Project. Following the issuance of the initial PID Bonds, Parity Bonds may be issued over the upcoming years as the value of the Property increases or additional Authorized Improvements are completed.

**Section 5.06** Special Obligations

THE PID BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY SECURED SOLELY BY PLEDGED REVENUES (AS DEFINED IN THE INDENTURE) AND ANY OTHER FUNDS HELD UNDER THE INDENTURE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE PID BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF THE CITY AND ARE NOT SECURED EXCEPT AS PROVIDED IN THE INDENTURE. THE OWNERS OF THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND ANY OTHER FUNDS HELD UNDER THE INDENTURE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO THE OWNERS OF THE BONDS TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES. NONE OF THE CITY OR ANY OF ITS ELECTED OR APPOINTED OFFICIALS OR ANY OF ITS OFFICERS, EMPLOYEES, CONSULTANTS OR REPRESENTATIVES SHALL INCUR ANY LIABILITY HEREUNDER TO THE OWNER OR ANY OTHER PARTY IN THEIR INDIVIDUAL CAPACITIES BY REASON OF THIS AGREEMENT OR THEIR ACTS OR OMISSIONS UNDER THIS AGREEMENT.

## ARTICLE VI. REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATION

**Section 6.01.** Representations and Warranties of City

The City makes the following covenant, representation and warranty for the benefit of the Owner:

The City is a political subdivision of the State of Texas, duly incorporated, organized and existing under the Constitution and general laws of the State, and has full legal right, power and authority under the PID Act and other applicable law (i) to enter into, execute and deliver this

Agreement, (ii) to adopt the Assessment Ordinance, and (iii) to carry out and consummate the transactions contemplated by this Agreement.

**Section 6.02.** Covenants, Representation, and Warranties of Owner

The Owner makes the following representations, warranties and covenants for the benefit of the City:

(a) Owner represents and warrants that it is a Delaware corporation, that it is in compliance with the laws of the State of Delaware, is qualified to do business in the State of Texas, and that it has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated.

(b) The Owner represents and warrants that the Owner has the power and authority to enter into this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered on behalf of the Owner.

(c) The Owner represents and warrants that this Agreement is valid and enforceable obligation of the Owner and is enforceable against the Owner in accordance with its terms, subject to bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights in general and by general equity principles.

(d) The Owner covenants that once it commences construction of a Segment it will use its reasonable and diligent efforts to do all things which may be lawfully required of it in order to cause such Segment of the Authorized Improvements to be completed in accordance with this Agreement.

(e) The Owner represents and warrants that (i) it will not request payment from the City for the acquisition of any Authorized Improvements that are not part of the Project, and (ii) it will diligently follow all procedures set forth in this Agreement with respect to Payment Requests.

(f) For a period of two (2) years after the final Acceptance Date of each applicable Authorized Improvement, the Owner covenants to maintain proper books of record and account for the Authorized Improvements and all costs related thereto. The Owner covenants that such accounting books will be maintained in accordance with sound accounting practices, and will be available for inspection by the City or its agent at any reasonable time during regular business hours upon at least 72 hours' notice.

(g) The Owner agrees to provide the information required pursuant to the Owner Continuing Disclosure Agreement executed by the Owner in connection with the PID Bonds.

(h) The Owner covenants to provide, or cause to be provided, such facts and estimates as the City reasonably considers necessary to enable it to execute and deliver its Tax Certificate. The Owner further covenants that (i) such facts and estimates will be based on its reasonable expectations on the date of issuance of the PID Bonds and will be, to the best of the knowledge of the officers of the Owner providing such facts and estimates, true, correct and complete as of that date, and (ii) the Owner will make reasonable inquires to ensure such truth, correctness and

completeness. The Owner covenants that it will not make, or (to the extent that it exercises control or direction) permit to be made, any use or investment of the Bond Proceeds that would cause any of the covenants or agreements of the City contained in the Tax Certificate to be violated or that would otherwise have an adverse effect on the tax-exempt status of the interest payable on the PID Bonds for federal income tax purposes.

**Section 6.03.** Intentionally Deleted.

**Section 6.04** Indemnification and Hold Harmless by Owner

THE OWNER WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, AND ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES, AND AGENTS (IN THIS SECTION, THE "**CITY**") AGAINST AND FROM, AND WILL PAY TO THE CITY, THE AMOUNT OF, ALL ACTIONS, DAMAGES, CLAIMS, LOSSES, OR EXPENSE OF ANY TYPE, WHETHER OR NOT INVOLVING A THIRD-PARTY CLAIM (COLLECTIVELY, "**DAMAGES**"), ARISING DIRECTLY OR INDIRECTLY, FROM (i) THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE OWNER; (ii) THE NEGLIGENT DESIGN, ENGINEERING, OR CONSTRUCTION BY THE OWNER OF ANY AUTHORIZED IMPROVEMENT ACQUIRED BY THE CITY; OR (iii) THE OWNER'S NONPAYMENT UNDER CONTRACTS WITH THE OWNER FOR ANY AUTHORIZED IMPROVEMENT UNDER THIS AGREEMENT. THE OWNER WILL DEFEND THE CITY AGAINST ALL SUCH CLAIMS AND THE CITY WILL REASONABLY COOPERATE AND ASSIST IN PROVIDING SUCH DEFENSE. THIS SECTION SURVIVES THE TERMINATION OF THIS AGREEMENT INDEFINITELY, SUBJECT TO APPROPRIATE STATUTES OF LIMITATIONS, AS THEY MAY BE TOLLED OR EXTENDED BY AGREEMENT OR OPERATION OF LAW.

## ARTICLE VII. DEFAULT AND REMEDIES

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

(b) Before any failure of any Party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within 30 days of the receipt of such notice (or 5 days in the case of a monetary default), subject, however, in the case of non-monetary default, to the terms and provisions of subparagraph (c) in this Article VII. Upon a breach of this Agreement, the non-defaulting Party in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained (and/or an action for mandamus as and if appropriate). Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Article VII or pursuant to the provisions of any other Section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-

exclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each of the Parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other Party. Notwithstanding any provision contained herein to the contrary, the Owner shall not be required to construct any portion of the Authorized Improvements (or take any other action related to or in furtherance of same) while the City is in default under this Agreement.

(c) Notwithstanding any provision in this Agreement to the contrary, if the performance of any covenant or obligation to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, widespread pestilence, fire or other casualty, shortage of materials, adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or tornadoes, labor action, strikes, changes in the law affecting the obligations of the Parties hereunder, or similar acts), the time for such performance shall be extended by the amount of time of the delay directly caused by and relating to such uncontrolled circumstances. The Party claiming delay of performance as a result of any of the foregoing Force Majeure events shall deliver written notice of the commencement of any such delay resulting from such Force Majeure event not later than seven (7) days after the claiming Party becomes aware of the same, and if the claiming Party fails to so notify the other Party of the occurrence of a "**Force Majeure**" event causing such delay, the claiming Party shall not be entitled to avail itself of the provisions for the extension of performance contained in this Article.

## ARTICLE VIII. GENERAL PROVISIONS

**Section 8.01.** Notices

Any notice, communication, or disbursement required to be given or made hereunder shall be in writing and shall be given or made by facsimile, hand delivery, overnight courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below or at such other addresses as any be specified in writing by any Party hereto to the other parties hereto. Each notice which shall be mailed or delivered in the manner described above shall be deemed sufficiently given, served, sent, and received for all purpose at such time as it is received by the addressee (with return receipt, the delivery receipt or the affidavit of messenger being deemed conclusive evidence of such receipt) at the following addresses:

| | |
|---|---|
| If to City: | City of Manor<br>Attn: City Manager<br>105 East Eggleston Street<br>Manor, Texas 78653 |
| With a copy to: | The Knight Law Firm, LLP<br>Attn: Paige Saenz/Veronica Rivera<br>223 West Anderson Lane, Suite A-105<br>Austin, Texas 78752 |
| If to Owner: | Forestar (USA) Real Estate Group, Inc. |

Attn: John Maberry
10700 Pecan Park Blvd., Suite 150
Austin, Texas 78750

With a copy to: Metcalfe Wolff Stuart & Williams, LLP
Attn: Talley Williams
221 W. 6th, Suite 1300
Austin, Texas 78701

**Section 8.02.** Fee Arrangement /Administration of District

(a) The Owner agrees that it will pay all of the City's reasonable costs and expenses (including the City's third party advisors and consultants) related to the creation and administration of the District, as well as costs and expenses relating to the development and review of the Service and Assessment Plan (including legal fees and financial advisory fees) ("**City PID Costs**"). Prior to closing of the applicable PID Bonds, the City shall (i) submit to the Owner and the Trustee invoices and other supporting documentation evidencing the City PID Costs and (ii) direct the Trustee to pay these fees, as applicable, to the City or on behalf of the City from proceeds of the applicable PID Bonds. In addition to any City PID Costs pursuant to the preceding sentences, all fees of legal counsel related to the issuance of the applicable PID Bonds, including fees for the review of the District creation and District administration documentation, the preparation of customary bond documents and the obtaining of Attorney General approval for the applicable PID Bonds incurred by the Owner or otherwise, will be paid at closing from proceeds of the applicable PID Bonds.

Notwithstanding the foregoing, Owner and the City have entered into that certain Developer Deposit Agreement dated October 17, 2018 (as amended, the "**Deposit Agreement**") where Owner agreed to pay the City PID Costs. All City PID Costs paid by the Owner pursuant to the Deposit Agreement prior to the closing of the applicable PID Bonds shall be included in invoices paid at closing from proceeds of the PID Bonds.

(b) The Owner shall be solely responsible for the costs associated with the issuance of any Parity Bonds. The terms of subparagraph (a) above shall apply to the Owner in the event that any Parity Bonds are issued.

(c) The City has entered into a separate agreement with the Administrator to administer the District after closing. The Annual Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts set forth in the Service and Assessment Plan.

**Section 8.03.** Assignment

(a) Owner may, in its sole and absolute discretion, transfer or assign its rights or obligations under this Agreement with respect to all or part of the Project from time to time to an Affiliate without the consent of the City. Prior to the issuance of the initial PID Bonds, however, Owner shall not transfer or assign its rights or obligations under this Agreement with respect to all or part of the Project to a non-affiliated entity without the prior consent of the City, not to be unreasonably withheld conditioned or delayed. After the issuance of the initial PID Bonds, the

Owner may transfer or assign its rights or obligations under this Agreement to any party without the City's consent. Owner shall provide the City thirty (30) days prior written notice of any such assignment. Upon such assignment or partial assignment, Owner shall be fully released from any and all future obligations under this Agreement and shall have no liability for such obligations with respect to this Agreement for the part of the Project so assigned.

(b) The City hereby acknowledges and agrees that Owner shall have the right to make a collateral assignment of any reimbursements and/or proceeds under this Agreement to any lender on the Project and the City shall execute any documentation reasonably requested by such lender evidencing such fact.

(c) Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a sale or assignment to a Designated Successor or Assign unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is to a Designated Successor or Assign.

(d) Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a Transfer unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is deemed to be a Transfer.

**Section 8.04.** Construction of Certain Terms

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction shall apply:

(a) Words importing a gender include either gender.

(b) Words importing the singular include the plural and vice versa.

(c) A reference to a document includes an amendment, supplement, or addition to, or replacement, substitution, or novation of, that document but, if applicable, only if such amendment, supplement, addition, replacement, substitution, or novation is permitted by and in accordance with that applicable document.

(d) Any term defined herein by reference to another instrument or document shall continue to have the meaning ascribed thereto whether or not such other instrument or document remains in effect.

(e) A reference to any Party includes, with respect to Owner, its Designated Successors and Assigns, and reference to any Party in a particular capacity excludes such Party in any other capacity or individually.

(f) All references in this Agreement to designated "Articles," "Sections," and other subdivisions are to the designated Articles, Sections, and other subdivisions of this Agreement. All references in this Agreement to "Exhibits" are to the designated Exhibits to this Agreement.

(g) The words "herein," "hereof," "hereto," "hereby," "hereunder," and other words of similar import refer to this Agreement as a whole and not to the specific Section or provision where such word appears.

(h) The words "including" and "includes," and words of similar import, are deemed to be followed by the phrase "without limitation."

(i) Unless the context otherwise requires, a reference to the "Property," the "Authorized Improvements," or the "District" is deemed to be followed by the phrase "or a portion thereof."

(j) Every "request," "order," "demand," "direction," "application," "appointment," "notice," "statement," "certificate," "consent," "approval, " "waiver," "identification," or similar action under this Agreement by any Party shall, unless the form of such instrument is specifically provided, be in writing duly signed by a duly authorized representative of such Party.

(k) The Parties hereto acknowledge that each such party and their respective counsel have participated in the drafting and revision of this Agreement. Accordingly, the Parties agree that any rule of construction that disfavors the drafting party shall not apply in the interpretation of this Agreement.

**Section 8.05.** Table of Contents; Titles and Headings

The titles of the articles and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

**Section 8.06.** Amendments

This Agreement may be amended, modified, revised or changed by written instrument executed by the Parties and approved by the City Council.

**Section 8.07.** Time

In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

**Section 8.08.** Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

**Section 8.09.** Entire Agreement

This Agreement contains the entire agreement of the Parties.

**Section 8.10.** Severability; Waiver

If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

**Section 8.11.** Owner as Independent Contractor

In performing under this Agreement, it is mutually understood that the Owner is acting as an independent contractor, and not an agent of the City.

**Section 8.12.** Supplemental Agreements

Other agreements and details concerning the obligations of the Parties under and with respect to this Agreement are/or will be included in the Service and Assessment Plan, the Assessment Ordinance, PID Bond Ordinance and/or Indenture. The Owner will provide any continuing disclosures required under the Indenture and will execute a separate agreement outlining Owner's continuing disclosure obligations, if required.

**Section 8.13.** City's Acceptance of Authorized Improvements

The City hereby agrees that it will not unreasonably withhold the final acceptance of any of the Authorized Improvements and will work with the Owner in good faith to expedite review and acceptance of such Authorized Improvements.

**Section 8.14.** Boycotts and Foreign Business Engagements

(a) The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Owner understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

(b) The Owner represents that neither it nor any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf,
https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or
https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Owner and any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Owner understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

**Section 8.15.** Exhibits

The following exhibits are attached to and incorporated into this Agreement for all purposes:

| | | |
|---|---|---|
| Exhibit A | - | Definitions |
| Exhibit B | - | Property Description |
| Exhibit B-1 | - | Major Improvement Area Description |
| Exhibit B-2 | - | Improvement Area #1 Description and Improvement Area #2 Description |
| Exhibit C | - | Preliminary Service and Assessment Plan |
| Exhibit C-1 | | Authorized Improvements |
| Exhibit D | - | Forms of Certification for Payment |
| Exhibit E | - | Closing Disbursement Request |
| Exhibit F | - | Intentionally Deleted |
| Exhibit G | | Home Buyer Disclosure Program |
| Exhibit G-1 | | Notice of Obligation to Pay |
| Exhibit H | | Completion Agreement |

[Signature Pages Follow]

**CITY:**

**CITY OF MANOR, TEXAS**

By: _____
Name: Dr. Larry Wallace JR.
Title: Mayor

**OWNER:**

**FORESTAR (USA) REAL ESTATE GROUP, INC.,** a Delaware corporation

By: _____
Name: James D. Allen
Title: Chief Financial Officer

It is hereby acknowledged that the undersigned Consenting Party is executing this Agreement solely due to the fact that it is an owner of a portion of the Property and, except for the obligations expressly set forth under the Landowner Agreement, the undersigned Consenting Party has no rights, duties or obligations under this Agreement.

**CONSENTING PARTY:**

RHOF, LLC,
a Texas limited liability company

By: _____
Name: Gordon Reger
Title: Manager

It is hereby acknowledged that the undersigned Consenting Party is executing this Agreement solely due to the fact that it is an owner of a portion of the Property and, except for the obligations expressly set forth under the Landowner Agreement, the undersigned Consenting Party has no rights, duties or obligations under this Agreement.

**CONSENTING PARTY:**

**Continental Homes of Texas, L.P.**
(a Texas limited partnership)

By: CHTEX of Texas, Inc.
(a Delaware corporation)
*Its General Partner*

By: _____
Name: Adib R Khoury
Title: Asst Secretary

EXHIBIT "A"
DEFINITIONS

Unless the context requires otherwise, and in addition to the terms defined above, each of the following terms and phrases used in this Agreement has the meaning ascribed thereto below:

"**Acceptance Date**" means, with respect to an Authorized Improvement or Segment, the date that the Actual Cost thereof is paid to the Owner pursuant to the terms hereof.

"**Acquisition and Reimbursement Agreement**" means collectively, the IA Acquisition and Reimbursement Agreement and the Major Acquisition and Reimbursement Agreement.

"**Actual Cost(s)**" means, with respect to the Authorized Improvements, the Owner's demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement, as specified in a payment request in a form that has been reviewed and approved by the City and in an amount not to exceed the amount for each Authorized Improvements as set forth in the Service and Assessment Plan (subject to cost overruns). Actual Costs may include (a) the costs incurred by or on behalf of the Owner (either directly or through affiliates) for the design, planning, financing, administration/management, acquisition, installation, construction and/or implementation of such Authorized Improvements, (b) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvements, (c) Construction Management Fee, (d) the costs incurred by or on behalf of the Owner for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, (e) all labor, bonds and materials, including equipment and fixtures, by contractors, builders and materialmen in connection with the acquisition, construction or implementation of the Authorized Improvements, (f) all related permitting and public approval expenses, architectural, engineering, and consulting fees, financing charges, taxes, governmental fees and charges, insurance premiums, and all payments for Annual Collection Costs after the date of a resolution authorizing such reimbursement, plus Interest, if any, at the lower of (x) the maximum interest rate permitted by the PID Act or (y) the interest rate of the Bonds calculated from the respective dates of the expenditures until the date of reimbursement therefore. "**Actual Cost(s)**" with respect to the Wastewater Facilities constructed by the City means Owner's share of the cost thereof, to the extent and at the time required to be paid by the Owner to the City.

**"Administrator"** has shall mean P3Works, LLC, or any subsequent person or entity designated by the City.

**"Affiliate"** means an entity which is controlled by, controls, or is under common control with Owner.

"**Agreement**" has the meaning given in the recitals to this Agreement.

**"Annual Collection Costs"** means the administrative, organization, maintenance and operation costs and expenses associated with, or incident to, the administration, organization, maintenance and operation of the District, including, but not limited to, the costs of (i) legal

counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, (ii) creating and organizing the District and preparing the assessment roll, (iii) computing, levying, collecting and transmitting the Assessments or the installments thereof, (iv) maintaining the record of installments, payments and reallocations and/or cancellations of the Assessments, (v) issuing, paying and redeeming the PID Bonds, (vi) investing or depositing the Assessments, (vii) complying with the PID Act with respect to the PID Bonds, (viii) paying the paying agent/registrar's and trustee's fees and expenses (including the fees and expenses of its legal counsel), and (ix) administering the construction of the Authorized Improvements, in accordance with the terms of this Agreement.

**"Annual Installment"** shall have the meaning given in the Service and Assessment Plan.

**"Appraisal"** means each appraisal of the Property (or applicable component thereof, as required by Section 2.01(h) hereof.

**"Assessed Property"** shall have the meaning given in the Service and Assessment Plan.

"**Assessment(s)**" means the assessments levied against properties in the District, as provided for in an Assessment Ordinance, including any supplemental assessments or reallocation of assessments levied in accordance with Sections 372.019 and 372.020 of the PID Act.

"**Assessment Ordinance**" means each ordinance, resolution or order adopted by the City Council levying the Assessments on the Property, as required by Article II of this Agreement.

"**Assessment Revenues**" means money collected by or on behalf of the City from any one or more of the following: (i) an Assessment levied against an assessed parcel, or Annual Installment payment thereof, including any interest on such Assessment or Annual Installment thereof during any period of delinquency, (ii) a Prepayment, (iii) Delinquent Collection Costs (as defined in the Indenture), and (iv) Foreclosure Proceeds (as defined in the Indenture).

"**Attorney General**" means the Texas Attorney General's Office.

"**Authorized Improvements**" means the improvements authorized by Section 372.003 of the PID Act, as further described in the Service and Assessment Plan. The Authorized Improvements contemplated for this Project are listed on Exhibit "C-1" attached hereto.

"**Bond Counsel**" means Bickerstaff Heath Delgado Acosta LLP.

**"Bond Issuance Costs"** means costs relating to the authorization, sale and issuance of the PID Bonds including, printing costs, costs of reproducing and binding documents, closing costs, filing and recording fees, initial fees, expenses and charges of the Trustee, including its first annual administration fee, expenses incurred by the City or Owners in connection with the issuance of the PID Bonds (provided such expenses are defined as "issuance costs" under the Tax Code), the SAP Consultant's fees, bond (underwriter's) discount or underwriting fee, legal fees and charges, including Bond Counsel, charges for execution, transportation and safekeeping of the PID Bonds and other costs, charges and fees in connection with the issuance of the PID Bonds.

"**Bond Issuance Request**" means written request made by Owner to the City in good faith as evidenced by Owner's expenditure of necessary amounts for market studies, financial analysis, legal counsel, and other professional services and due diligence necessary to support the request.

"**Bond Proceeds**" shall have the meaning given to them in Section 5.01(i) hereof.

"**Certification for Payment**" means the certificate (whether one or more) in substantially the same form as Exhibit "D" attached hereto.

**"City"** means the City of Manor, Texas.

**"City Construction Representative"** means the City Engineer or such other person selected by the City to oversee the construction of the Authorized Improvements on behalf of the City.

"**City Council**" means the City Council of the City of Manor, Texas.

"**City Manager**" means the City Manager of the City of Manor, Texas.

**"City PID Costs"** shall have the meaning given in Section 8.02(a) of this Agreement.

"**Closing Disbursement Request**" means the request (whether one or more) in substantially the same form as Exhibit "E" attached hereto.

**"Completed Authorized Improvements"** means any Authorized Improvement that has been 100% completed, dedicated and conveyed by the Owner and accepted by the City.

"**Completion Agreement**" shall have the meaning given in Section 3.07 of this Agreement.

"**Consenting Party**" shall collectively mean RHOF and Horton.

"**Construction Manager**" means initially the Owner, and thereafter subject to change in accordance with Article III of this Agreement. The City acknowledges and agrees that (i) the Owner intends to subcontract out the duties of Construction Manager to a third party and (ii) Owner's hiring of the initial subcontractor to serve as the Construction Manager shall not be deemed a change in the Construction Manager pursuant to the terms and conditions of Article III of this Agreement.

"**Construction Management Fee**" means 4% of the costs incurred by or on behalf of Owner for the construction of each Segment. The Construction Management Fee is part of the Actual Costs.

"**County**" means Travis County, Texas.

"**Debt**" means any bond, note, or other evidence of indebtedness incurred, entered into, or issued by the City related exclusively to the District.

**"Delinquent Collection Costs"** means interest, penalties and expenses incurred or imposed with respect to any delinquent installment of an Assessment, or an Annual Installment thereof, in accordance with the PID Act which includes the Actual Costs related to pursuing collection of such delinquent Assessment, or an Annual Installment thereof, and the Actual Costs related to foreclosing the lien against the Assessed Property, including attorney's fees to the extent permitted under State law.

"**Deposit Agreement**" shall have the meaning given in Section 8.02(a) of this Agreement.

"**Designated Successors and Assigns**" shall mean (i) an entity to which Owner assigns (in writing) its rights and obligations contained in this Agreement pursuant to Section 8.03 related to all or a portion of the Property, (ii) any entity which is the successor by merger or otherwise to all or substantially all of Owner's assets and liabilities including, but not limited to, any merger or acquisition pursuant to any public offering or reorganization to obtain financing and/or growth capital; or (iii) any entity which may have acquired all of the outstanding stock or ownership of assets of Owner.

"**Development Agreement**" has the meaning given in the recitals of this Agreement.

"**District**" has the meaning given in the recitals to this Agreement.

"**End User**" means any tenant, user, or owner of a fully developed and improved lot.

"**Effective Date**" has the meaning given in the recitals to this Agreement.

"**Force Majeure**" shall mean delays due to strikes, acts of God, inability to obtain labor or materials, litigation, enemy action, civil commotion, fire, rain or windstorm, governmental action or inaction, or similar causes, provided such similar causes are beyond the reasonable control of the party whose obligations are affected by such acts.

"**Home Buyer Disclosure Program**" means the disclosure program, administered by the Administrator as set forth in a document in substantially the same form as Exhibit "H" attached hereto, that establishes a mechanism to disclose to each End User the terms and conditions under which their lot is burdened by the District.

"**IA #1-2 PID Bonds**" has the meaning given in Section 2.01(b) of this Agreement.

"**Improvement Area**" has the meaning given in Section 2.01(b) of this Agreement.

"**Improvement Area #1**" has the meaning given in Section 2.01(b) of this Agreement.

**"Improvement Area #2"** has the meaning given in Section 2.01(b) of this Agreement.

"**Indenture**" means the applicable Indenture of Trust between the City and a trustee relating to the issuance of a series of PID Bonds for financing costs of Authorized Improvements, as it may be amended from time to time.

**"Interest"** shall mean the interest rate charged for the PID Bonds or such other interest rate as may be required by applicable law.

"**Landowner**" shall mean the owner(s) of the Property, which currently are Owner and the Consenting Party.

**"Lot"** means (i) for any portion of the Property for which a subdivision plat has been recorded in the official public records of the County, a tract of land described as a "lot" in such subdivision plat, and (ii) for any portion of the Property for which a subdivision plat has not been recorded in the official public records of the County, a tract of land anticipated to be described as a "lot" in a final recorded subdivision plat.

"**Major Improvement Area**" has the meaning given in Section 2.01(b) of this Agreement.

"**Major Improvement Area PID Bonds**" has the meaning given in Section 2.01(b) of this Agreement.

**"Maximum Assessment"** shall have the meaning given in the Service and Assessment Plan.

**"Maximum Equivalent Tax Rate"** means, for each lot classification identified in the Service and Assessment Plan, $0.33 per $100 of estimated buildout value. The estimated buildout value for a lot classification shall be determined by the Administrator and confirmed by the City Council by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, information provided by the Owner, or any other information that may help determine buildout value.

"**Operating Account**" shall have the meaning given in the Acquisition and Reimbursement Agreement.

"**Owner**" has the meaning given in the recitals to this Agreement.

**"Owner's Association"** means a homeowner's association or property owner's association.

"**Owner Continuing Disclosure Agreement**" shall have the meaning given in the Indenture or any purchase agreement relating to the sale of the PID Bonds.

"**Owner Expended Funds**" has the meaning given in Section 4.02(c) of this Agreement.

**"Party"** means the Owner or the City, as parties to this Agreement, and "Parties" means collectively, the Owner and the City.

**"Parity Bonds"** means any PID Bonds issued subsequent to the Improvement Area #1-2 PID Bonds or Major Improvement Area PID Bonds and secured on a parity basis therewith.

"**Payment Request**" means the document to be provided by the Owner to substantiate the Actual Cost of one or more Segments.

"**PID Act**" means Chapter 372, Local Government Code.

"**PID Bonds**" means the special assessment revenue bonds to be issued by the City, in one or more series, to finance the Authorized Improvements that confer special benefit on the land within the District, which may include funds for any required reserves and amounts necessary to pay the Bond Issuance Costs, and to be secured by the revenues and funds pledged under an Indenture, consisting primarily of the Assessments, pursuant to the authority granted in the PID Act, and as described by this Agreement for the purposes of (i) financing the costs of Authorized Improvements and related costs and (ii) reimbursing the Owner for Actual Costs paid prior to the issuance of the PID Bonds. This term is used to collectively refer to the Major Improvement Area PID Bonds, the Improvement Area #1-2 PID Bonds and any Parity Bonds throughout this Agreement.

"**PID Bond Ordinance**" means and refers to the order(s) or ordinances of the City Council that will authorize and approve the issuance and sale of the PID Bonds and provide for their security and payment, either under the terms of the bond order or a trust indenture related to the PID Bonds.

"**PID Bond Security**" means the funds that are to be pledged in or pursuant to the PID Bond Ordinance or the Indenture to the payment of the debt service requirements on the PID Bonds, consisting of the Assessments, including earnings and income derived from the investment or deposit of Assessments in the special funds or accounts created and established for the payment and security of the PID Bonds, unless such earnings are required to be deposited into a rebate fund for payment to the federal government.

"**Pledged Revenue Fund**" means the separate and unique fund established by the City under such name pursuant to the Indenture wherein the Special Assessment Revenues are deposited.

"**Preliminary Service and Assessment Plan**" means the Manor Heights Public Improvement District Preliminary Service and Assessment Plan, which is attached hereto as Exhibit "C".

"**Prepayment**" means the payment of all or a portion of an Assessment before the due date thereof. Amounts received at the time of a Prepayment that represent a payment of principal, interest or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Assessment.

"**Project**" has the meaning given in the recitals to this Agreement.

"**Project Engineer**" means the civil engineer or firm of civil engineers selected by the Owner to perform the duties set forth herein, which is currently Kimley-Horn. Owner reserves the right to replace the Project Engineer at any time in Owner's sole discretion.

"**Project Fund**" means the separate and unique fund established by the City under such name pursuant to the Indenture as described in Section 5.02 hereof.

"**Property**" has the meaning given in the recitals to this Agreement.

"**Regulatory Requirements**" means the requirements and provisions of the City over the Authorized Improvements, as adjusted by the PUD and Development Agreement.

"**Reimbursement Obligation Balance**" has the meaning given in Section 4.02(c) of this Agreement.

**"SAP Consultant"** means Development Planning & Financing Group, Inc.

"**Segment" or "Segments**" means the discrete portions of the Authorized Improvements identified as such.

"**Service and Assessment Plan**" means the Manor Heights Public Improvement District Service and Assessment Plan (as such plan is amended, supplemented, and updated from time to time), to be initially adopted by the City Council in the initial Assessment Ordinance for the purpose of assessing allocated costs against property located within the boundaries of the District having terms, provisions and findings approved and agreed to by the Owner, as required by Article II of this Agreement.

"**State**" means the State of Texas.

"**Tax Certificate**" shall have the meaning given in Section 5.01(g)) hereof.

"**Tax Code**" means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

"**Transfer**" shall have the meaning given in Section 2.05 hereof.

"**Transferee**" shall have the meaning given in Section 2.05 hereof.

"**Trustee**" means the trustee under the Indenture, and any successor thereto permitted under such Indenture and any other Trustee under a future Indenture.

"**Underwriter**" means FMSbonds, Inc., or its successor.

"**Wastewater Facilities**" means the wastewater facilities to be built by the City which are more particularly described on Exhibit "C-1" attached hereto.

# Exhibit "B"

## PROPERTY DESCRIPTION FOR PROJECT

90.089 ACRES OUT OF THE A.C. CALDWELL SURVEY, ABSTRACT NUMBER 154, TRAVIS COUNTY, TEXAS AND BEING THE TRACTS OF LAND CONVEYED TO RHOF, LLC, A TEXAS LIMITED LIABILITY COMPANY, PER DEED RECORDED AS DOCUMENT NO.2017194263 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

44.0347 ACRES OF LAND LOCATED IN THE A.C. CALDWELL SURVEY, ABSTRACT NUMBER 154, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN CALLED 180.83 ACRES OF LAND CONVEYED TO ALMA JUANITA MEIER, AS DESCRIBED IN VOLUME 11376, PAGE 676, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

267.972 ACRES OF LAND LOCATED IN THE LEMUEL KIMBRO SURVEY, ABSTRACT NUMBER 456 AND THE A.C. CALDWELL SURVEY, ABSTRACT NUMBER 154, TRAVIS COUNTY, TEXAS AND BEING THE SAME 267.972 ACRE TRACT OF LAND CONVEYED TO SKY VILLAGE KIMBRO ESTATES, LLC, AS DESCRIBED IN DOCUMENT NUMBER 2016214460, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

(35.626 AC) LOT 2, J.F. NAGLE ESTATES, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NO. 199900207, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, TOGETHER WITH A NON-EXCLUSIVE 60 FOOT WIDE ACCESS AND PUBLIC UTILITY EASEMENT AS CREATED AND MORE PARTICULARLY DESCRIBED IN THAT DECLARATION OF ACCESS AND PUBLIC UTILITY EASEMENT RECORDED IN DOCUMENT NO. 1999058184, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, BEING THE SAME 35.626 ACRES CONVYED TO SKY VILLAGE KIMBRO ESTATES, LLC, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

3.469 ACRES OF LAND LOCATED IN THE LEMUEL KIMBRO SURVEY, ABSTRACT NUMBER 456, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO SKY VILLAGE KIMBRO ESTATES, LLC, AS RECORDED IN 2017157471 OF THE OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS

157.9603 ACRES OUT OF THE A.C. CALDWELL SURVEY NO.52, ABSTRACT 154 AND THE LEMUEL KIMBRO SURVEY NO.64, ABSTRACT 456, AND BEING THE TRACTS OF LAND CONVEYED TO KIMBRO ROAD ESTATES, LP PER DEED RECORDED AS DOCUMENT NO.201780865 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

**A METES AND BOUNDS**
**DESCRIPTION OF A**
**3.700 ACRE RIGHT-OF-WAY OF LAND**

**BEING** a 3.700 acre (161,158 square feet) tract of land situated in the A.C. Caldwell Survey No. 52, Abstract No. 154, City of Manor, Travis County, Texas; and being a portion of Old Kimbro Road (80 feet wide); and being more particularly described as follows:

**COMMENCING**, at a 1/2-inch iron rod with a plastic cap stamped "KHA" found on the southerly right-of-way line of said Old Kimbro Road marking the northwest corner of a called 51.533 acre tract of land described in instrument to Chau Dinh and Kim Pham recorded in Document No. 2014139510 of the Official Public Records of Travis County, same being the northeast corner of a called 90.0886 acre tract of land described in instrument to RHOF, LLC recorded in Document No. 2017194263 of the Official Public Records of Travis County;

**THENCE**, North 85°48'57" West, 846.55 feet, along the southerly right-of-way line of Old Kimbro Road and the north line of said 90.0886 acre tract to the **POINT OF BEGINNING** of the herein described tract;

**THENCE**, continuing along the southerly right-of-way of said Old Kimbro Road and along the north line of said 90.0886 acre tract the following two (2) courses and distances:

1. North 85°48'57" West, 1629.02 feet to an iron rod with plastic cap stamped "KHA" found for a point of curvature;
2. in a southwesterly direction, along a tangent curve to the left, a central angle of 43°49'58", a radius of 533.10 feet, a chord bearing and distance of South 72°20'04" West, 397.96 feet, and a total arc length of 407.84 feet to a point for corner;

**THENCE**, departing the north line of said 90.0886 acre tract and crossing said Old Kimbro Road the following two (2) courses and distances:

1. North 40°17'42" West, 46.07 feet to a point for corner;
2. North 61°40'04" West, 35.46 feet to a 5/8-iron rod found on the northerly right-of-way line of said Old Kimbro Road marking the southwest corner of a called 157.9603 acre tract of land described in instrument to RHOF, LLC recorded in Document No. 2017180865 of the Official Public Records of Travis County;

**THENCE**, along the northerly right-of-way line of said Old Kimbro Road and along the south line of said 157.9603 acre tract the following three (3) courses and distances:

1. in a northeasterly direction, along a non-tangent curve to the right, a central angle of 36°32'19", a radius of 613.14 feet, a chord bearing and distance of North 68°23'46" East, 384.42 feet, and a total arc length of 391.01 feet to a 1/2-iron rod found for a point for corner;
2. in a northeasterly direction, along a non-tangent curve to the right, a central angle of 7°10'29", a radius of 1407.07 feet, a chord bearing and distance of South 89°23'14" East, 176.08 feet, and a total arc length of 176.20 feet to a concrete monument found for a point of tangency;
3. South 85°54'35" East, 1541.16 feet to a point for corner;

**THENCE**, South 4°11'03" West, 80.00 feet departing the south line of said 157.9603 acre tract and crossing said Old Kimbro Road to the **POINT OF BEGINNING**, and containing 3.700 acres of right-of-way in Travis County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD'83). All distances are on the surface and shown in U.S. Survey Feet. To convert grid distances to grid, apply the combined SURFACE to GRID scale factor of 0.99992097045. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.




ABEL P. STENDAHL
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6754
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SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
abel.stendahl@kimley-horn.com

**EXHIBIT OF A 3.700 ACRE RIGHT-OF-WAY TO BE RELEASED**
A.A. CALDWELL SURVEY NO.52,
ABSTRACT NO. 154
TRAVIS COUNTY, TEXAS

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

| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
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# Exhibit "B-1"

## MAJOR IMPROVEMENT AREA DESCRIPTION

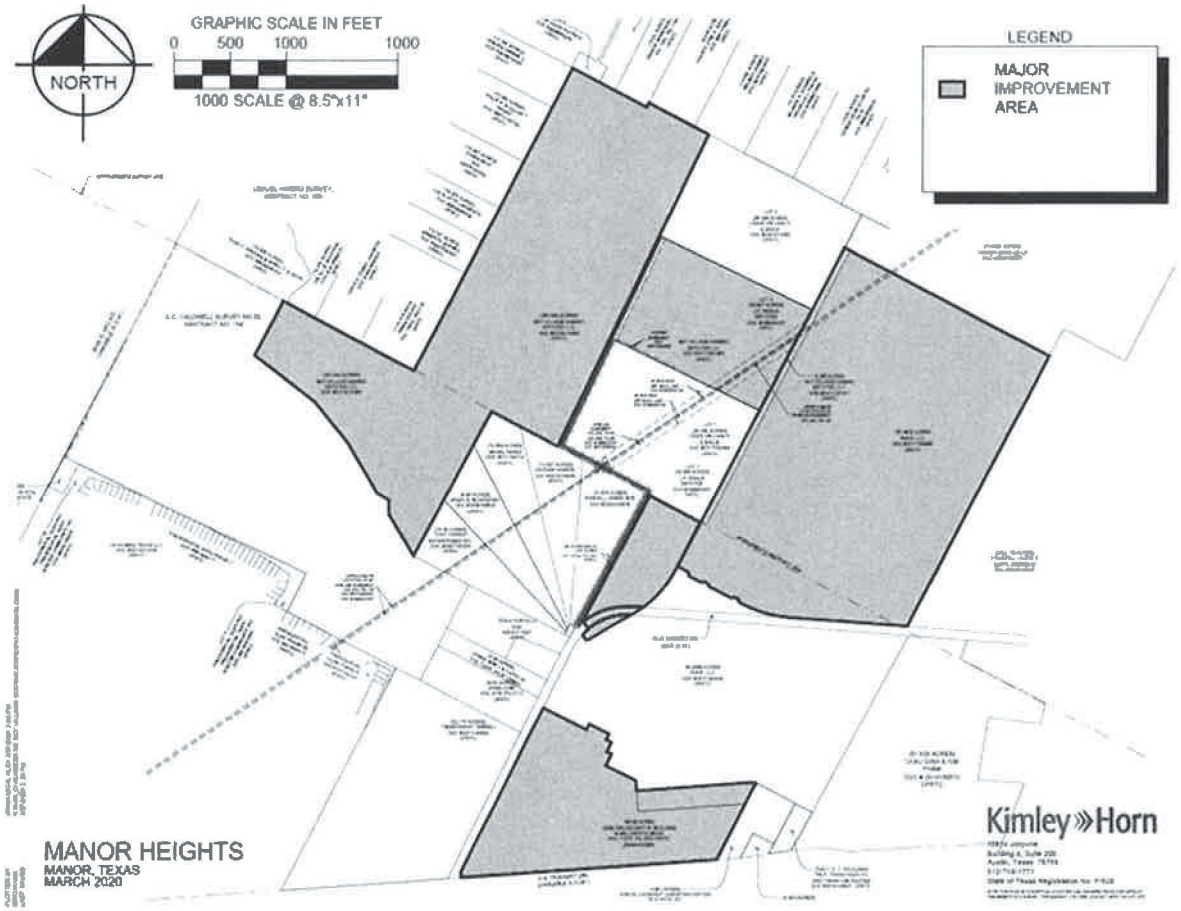

**Exhibit "B-2"**

IMPROVEMENT AREA #1 DESCRIPTION
IMPROVEMENT AREA #2 DESCRIPTION

**LEGAL DESCRIPTION**
**127.220 ACRES OF LAND**

127.220 acres of land located in the A.C. Caldwell Survey, Abstract Number 154, Travis County, Texas and being a portion of that certain called 267.942 acre tract of land conveyed to Sky Village Kimbro Estates, LLC, as described in Document Number 2016214460, Official Public Records of Travis County, Texas; said 127.220 acres being more particularly described as follows:

**BEGINNING,** at a found 60D nail located in the southeasterly right of way line of Bois D Arc Road and marking the most westerly southwest corner of the said 267.942 acres;

**THENCE,** along the southeasterly right of way line of Bois D Arc Road, the following courses:

North 26deg 34' 25" East, a distance of 97.95 feet, to a point;
North 27deg 29' 03" East, a distance of 2033.50 feet, to a found ½ inch iron rod;

**THENCE,** leaving the southeasterly right of way line of Bois D Arc and along the boundary lines of the said 267.942 acre tract, the following courses:

South 62deg 00' 08" East, a distance of 1087.10 feet, to a point;
South 27deg 59' 52" West, a distance of 546.56 feet, to a point;
South 52deg 43' 04" East, a distance of 667.78 feet, to a point;
South 39deg 17' 57" East, a distance of 485.70 feet, to a point;
South 30deg 19' 16" East, a distance of 1155.97 feet, to a point;
South 62deg 32' 46" East, a distance of 552.04 feet, to a found ½ inch iron rod;
South 26deg 28' 58" West, a distance of 604.34 feet, to a point;
South 26deg 46' 43" West, a distance of 346.69 feet, to a found 1" iron pipe;
North 62deg 59' 47" West, a distance of 238.66 feet, to a found 60D nail;
North 63deg 39' 43" West, a distance of 66.97 feet, to a found 1" iron pipe;
North 62deg 38' 12" West, a distance of 695.93 feet, to a point;
North 62deg 42' 20" West, a distance of 330.87 feet, to a point;
North 26deg 23' 28" East, a distance of 379.90 feet, to a found ½ inch iron rod;
North 64deg 58' 30" West, a distance of 812.74 feet, to a found 60D nail;
North 64deg 44' 31" West, a distance of 669.79 Feet, to a found 60D nail;
North 63deg 33' 33" West, a distance of 909.33 feet, to the **POINT OF BEGINNING** and containing 127.220 acres (5,541,696 square feet) of land, more or less.

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

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

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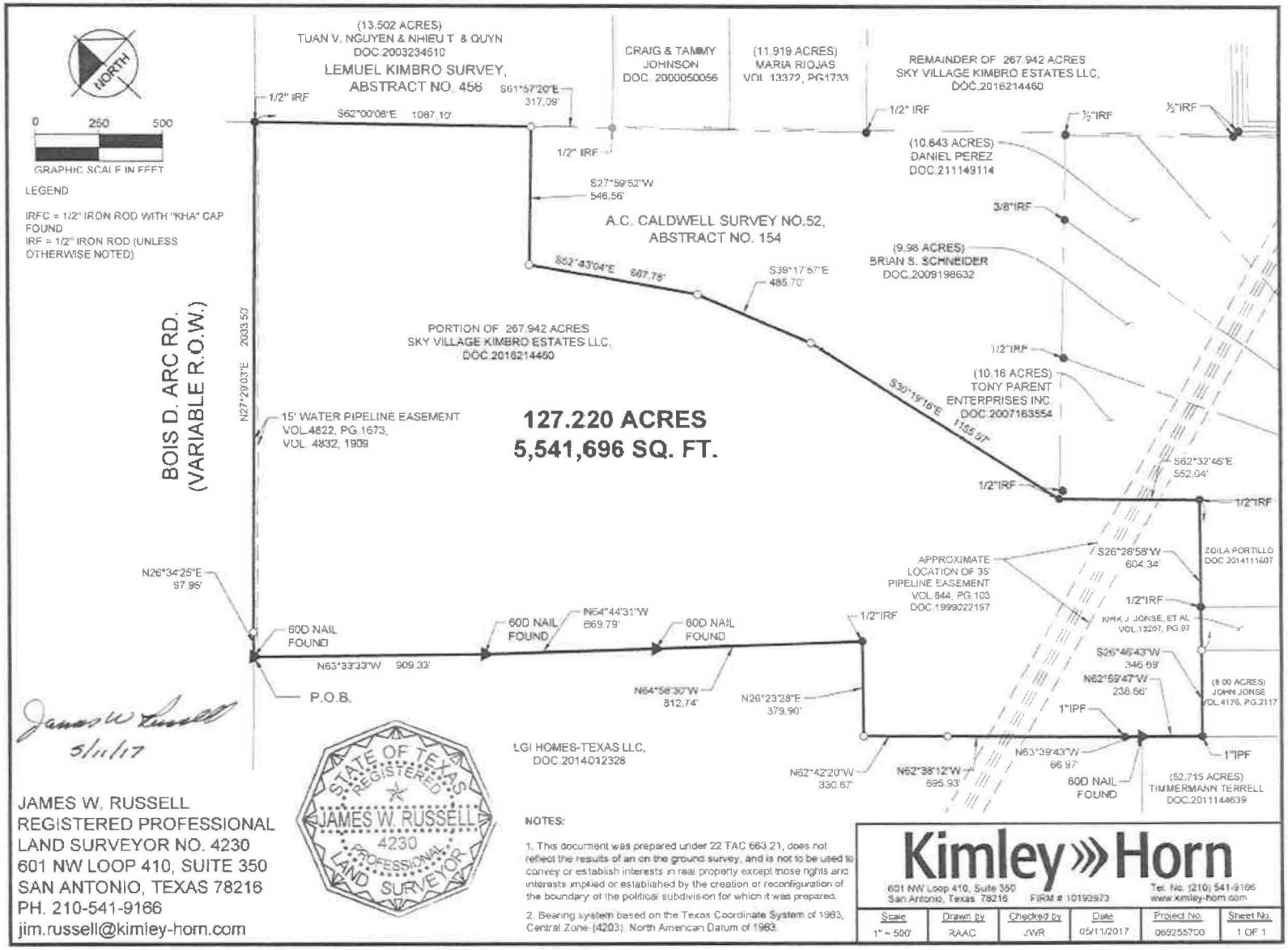


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STATE OF TEXAS
REGISTERED
JAMES W. RUSSELL
4230
PROFESSIONAL
LAND SURVEYOR

NOTES:

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

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| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|---|---|---|---|---|---|
| 1" = 500' | RAAC | JWR | 05/11/2017 | 069255700 | 1 OF 1 |

**Exhibit "C"**

PRELIMINARY SERVICE AND ASSESSMENT PLAN

[See attached]

# 2021-4-21_MAN_Manor_Heights_SAP - Preliminary (01320016).DOCX

APRIL 21, 2021

## PRELIMINARY SERVICE AND ASSESSMENT PLAN

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# INTRODUCTION

Capitalized terms used in this Service and Assessment Plan shall have the meanings given to them in Section I unless otherwise defined in this Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a "Section" or an "Exhibit" shall be a reference to a Section of this Service and Assessment Plan, or an Exhibit attached to and made a part of this Service and Assessment Plan for all purposes.

On November 7, 2018, the City passed and approved Resolution No. 2018-10 authorizing the creation of the District in accordance with the PID Act, which authorization was effective upon publication as required by the PID Act. On October 7, 2020, the City authorized additional land to be included within the District pursuant to Resolution No. 2020-11. The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 602.9 acres located within the City, as described by metes and bounds on **Exhibit A-1** and depicted on **Exhibit B-1**.

The PID Act requires a Service Plan covering a period of at least five years and defining the annual indebtedness and projected cost of the Authorized Improvements. The Service Plan is contained in **Section IV**.

The PID Act requires that the Service Plan include an Assessment Plan that assesses the Actual Costs of the Authorized Improvements against the District based on the special benefits conferred on the District by the Authorized Improvements. The Assessment Plan is contained in **Section V**.

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City. The Assessment against each Assessed Property must be sufficient to pay its share of the Actual Costs apportioned to the Assessed Property and cannot exceed the special benefit conferred on the Assessed Property by the Authorized Improvements. The Improvement Area #1 Assessment Roll is included as **Exhibit F.** The Improvement Area #2 Assessment Roll is included as **Exhibit H.** The Major Improvement Area Assessment Roll is included as **Exhibit J.**

## SECTION I: DEFINITIONS

**"Actual Costs"** mean, with respect to Authorized Improvements, the actual costs paid or incurred by or on behalf of the Developer: (1) to plan, design, acquire, construct, install, and dedicate such improvements to the City; (2) to prepare plans, specifications (including bid packages), contracts, and as-built drawings; (3) to obtain zoning, licenses, plan approvals, permits, inspections, and other governmental approvals; (4) for third-party professional consulting services including but not limited to, engineering, surveying, geotechnical, land planning, architectural, landscaping, legal, accounting, and appraisals; (5) of labor, materials, equipment, fixtures, payment and performance bonds and other construction security, and insurance premiums; and (6) to implement, administer, and manage the above-described activities. Actual Costs shall not include general contractor's fees in an amount that exceeds a percentage equal to the percentage of work completed or construction management fees in an amount that exceeds an amount equal to the construction management fee amortized in approximately equal monthly installments over the term of the applicable construction management contract. Amounts expended for costs described in subsection (3), (4), and (6) above shall be excluded from the amount upon which the general contractor and construction management fees are calculated.

**"Additional Interest"** means the amount collected by application of the Additional Interest Rate.

**"Additional Interest Rate"** means the 0.50% additional interest charged on Assessments securing PID Bonds pursuant to Section 372.018 of the PID Act.

**"Administrator"** means the City or the person or independent firm designated by the City who shall have the responsibility provided in this Service and Assessment Plan, an Indenture, or any other agreement or document approved by the City related to the duties and responsibility of the administration of the District.

**"Annual Collection Costs"** mean the actual or budgeted costs and expenses for: (1) the Administrator and City staff; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (5) issuing, paying, and redeeming PID Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with this Service and Assessment Plan and the Act with respect to the issuance and sale of PID Bonds, including continuing disclosure requirements; and (8) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

**"Annual Installment"** means the annual installment payment of an Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest.

**"Annual Service Plan Update"** means an update to the Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

**"Appraisal District"** means Travis Central Appraisal District.

**"Assessed Property"** means any Parcel within the District against which an Assessment is levied.

**"Assessment"** means an assessment levied against a Parcel within the District and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on an Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act.

**"Assessment Ordinance"** means an ordinance adopted by the City Council in accordance with the PID Act that levies an Assessment.

**"Assessment Plan"** means the methodology employed to assess the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements, more specifically described in **Section V.**

**"Assessment Roll"** means one or more assessment rolls for the Assessed Property within the District, as updated, modified or amended from time to time in accordance with the procedures set forth herein, and in the PID Act, including any Annual Service Plan Updates. The Improvement Area #1 Assessment Roll is included as **Exhibit F.** The Improvement Area #2 Assessment Roll is included as **Exhibit H.** The Major Improvement Area Assessment Roll is included as **Exhibit J.**

**"Authorized Improvements"** means improvements authorized by Section 372.003 of the PID Act as described in **Section III** and **Exhibit C** and depicted on **Exhibit O**.

**"Bond Issuance Costs"** means the costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, capitalized interest, reserve fund requirements, underwriter's discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

**"City"** means the City of Manor, Texas.

**"City Council"** means the governing body of the City.

**"County"** means Travis County, Texas.

**"Delinquent Collection Costs"** mean, for a Parcel, interest, penalties, and other costs and expenses authorized by the PID Act that directly or indirectly relate to the collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this Service and Assessment Plan, including costs and expenses to foreclose liens.

**"Developer"** means Forestar (USA) Real Estate Group Inc., and any successor and assigns.

**"District"** means the Manor Heights Public Improvement District containing approximately 602.9 acres located within the City and shown on **Exhibit B-1** and more specifically described in **Exhibit A-1.**

**"District Formation Expenses"** means the costs associated with forming the District, including but not limited to 1st year District administration reserves, and any other cost or expense directly associated with the establishment of the District.

**"Estimated Buildout Value"** means the estimated buildout value of an Assessed Property at the time Assessments are levied, and shall be determined by the Administrator and confirmed by the City Council by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other information that may impact value.

**"Improvement Area #1"** means approximately 127.37 acres located within the District, as shown on **Exhibit B-2** and more specifically described in **Exhibit A-2**.

**"Improvement Area #1-2 Bonds"** mean those certain "City of Manor, Texas, Special Assessment Revenue Bonds, Series 2021 (Manor Heights Public Improvement District Improvement Area #1-2 Project)", that are secured by Improvement Area #1 Assessments and Improvement Area #2 Assessments.

**"Improvement Area #1 Annual Installment"** means the annual installment payment of the Improvement Area #1 Assessment as calculated by the Administrator and approved by the City Council that includes: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest.

**"Improvement Area #1 Assessed Property"** means any Parcel within Improvement Area #1 against which an Improvement Area #1 Assessment is levied.

**"Improvement Area #1 Assessment"** means an Assessment levied against Improvement Area #1 Assessed Property and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #1 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

**"Improvement Area #1 Assessment Roll"** means the Assessment Roll for the Improvement Area #1 Assessed Property and included in this Service and Assessment Plan as **Exhibit F,** as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

**"Improvement Area #1 Improvements"** mean those Authorized Improvements that only benefit Improvement Area #1, more specifically described in **Section III.B**, and which are to be financed with the proceeds of the Improvement Area #1-2 Bonds.

**"Improvement Area #1 Initial Parcel"** means all of the area within Improvement Area #1, other than Non-Benefited Property, as generally described by metes and bounds in **Exhibit A-2** and shown on the map on **Exhibit B-2**, consisting of approximately 127.37 acres. Until a plat has been recorded and a Property ID has been assigned by the Appraisal District to each Lot within Improvement Area #1, the Improvement Area #1 Annual Installment will be allocated to each property ID within the Improvement Area #1 Initial Parcel based on the Travis Central Appraisal District acreage for billing purposes only.

**"Improvement Area #1 Projects"** mean Improvement Area #1 Improvements and Improvement Area #1's allocable share of the Major Improvements.

**"Improvement Area #2"** means approximately 91.81 acres located within the District, as shown on **Exhibit B-3** and more specifically described in **Exhibit A-3**.

**"Improvement Area #2 Annual Installment"** means the annual installment payment of the Improvement Area #2 Assessment as calculated by the Administrator and approved by the City Council that includes: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest.

**"Improvement Area #2 Assessed Property"** means any Parcel within Improvement Area #2 against which an Improvement Area #2 Assessment is levied.

**"Improvement Area #2 Assessment"** means an Assessment levied against Improvement Area #2 Assessed Property and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #2 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

**"Improvement Area #2 Assessment Roll"** means the Assessment Roll for the Improvement Area #2 Assessed Property and included in this Service and Assessment Plan as **Exhibit H,** as updated, modified, or amended from time to time in accordance with the procedures set forth herein and

in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

**"Improvement Area #2 Improvements"** mean those Authorized Improvements that only benefit Improvement Area #2, and more specifically described in **Section III.C**, and which are to be financed with the proceeds of the Improvement Area #1-2 Bonds.

**"Improvement Area #2 Initial Parcel"** means all of the area within Improvement Area #2, other than Non-Benefited Property, as generally described by metes and bounds in **Exhibit A-3** and shown on the map on **Exhibit B-3**, consisting of approximately 91.81 acres. Until a plat has been recorded and a Property ID has been assigned by the Appraisal District to each Lot within Improvement Area #2, the Improvement Area #2 Annual Installment will be allocated to each property ID within the Improvement Area #2 Initial Parcel based on the Travis Central Appraisal District acreage for billing purposes only.

**"Improvement Area #2 Projects"** mean Improvement Area #2 Improvements and Improvement Area #2's allocable share of the Major Improvements.

**"Indenture"** means an Indenture of Trust entered into in connection with the issuance of PID Bonds, as amended or supplemented from time to time, between the City and a Trustee setting forth terms and conditions related to PID Bonds.

**"Lot"** means (1) for any portion of the District for which a subdivision plat has been recorded in the official public records of the County, a tract of land described as a "lot" in such subdivision plat, and (2) for any portion of the District for which a subdivision plat has not been recorded in the official public records of the County, a tract of land anticipated to be described as a "lot" in a final recorded subdivision plat.

**"Lot Type"** means a classification of final building Lots with similar characteristics (e.g. commercial, light industrial, multi-family, single-family residential, etc.), as determined by the Administrator and confirmed and approved by the City Council. In the case of single-family residential Lots, the Lot Type shall be further defined by classifying the residential Lots by the Estimated Buildout Value of the Lot as determined by the Administrator and confirmed and approved by the City Council.

**"Lot Type 1"** means a Lot within Improvement Area #1 designated as a 50' single-family residential lot by the Owner, as shown on the map attached as **Exhibit N**.

**"Lot Type 2"** means a Lot within Improvement Area #2 designated as a 50' single-family residential lot by the Owner, as shown on the map attached as **Exhibit N**.

**"Lot Type 3"** means a Lot within Improvement Area #2 designated as a 55' single-family residential lot by the Owner, as shown on the map attached as **Exhibit N**.

**"Major Improvement Area"** means approximately 383.102 acres located within the District, as shown on **Exhibit B-4** and more specifically described in **Exhibit A-4**.

**"Major Improvement Area Annual Installment"** means the annual installment payment of the Major Improvement Area Assessment as calculated by `the Administrator and approved by the City Council that includes: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest.

**"Major Improvement Area Assessed Property"** means any Parcel within the Major Improvement Area against which a Major Improvement Area Assessment is levied.

**"Major Improvement Area Assessment"** means an Assessment levied against the Major Improvement Area Assessed Property and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Major Improvement Area Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

**"Major Improvement Area Assessment Roll"** means the Assessment Roll for the Major Improvement Area Assessed Property and included in this Service and Assessment Plan as **Exhibit J,** as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

**"Major Improvement Area Bonds"** mean those certain "City of Manor, Texas, Special Assessment Revenue Bonds, Series 2021 (Manor Heights Public Improvement District Major Improvement Area Project)."

**"Major Improvement Area Initial Parcel"** means all of the area within Major Improvement Area, other than Non-Benefited Property, as generally described by metes and bounds in **Exhibit A-4** and shown on the map on **Exhibit B-4**, consisting of approximately 383.102 acres. Until a plat has been recorded on a property ID within Major Improvement Area, the Major Improvement Area Annual Installment will be allocated to each property ID within the Major Improvement Area Initial Parcel based on the Travis Central Appraisal District acreage for billing purposes only.

**"Major Improvement Area Projects"** mean Major Improvement Area's allocable share of the Major Improvements and District Formation and Bond Issuance Costs.

**"Major Improvements"** mean the improvements and associated soft costs that benefit the entire District, and are more specifically described in **Section III.A**.

**"Maximum Assessment"** means, for each Lot within Improvement Area #1 and Improvement Area #2, the amount shown for each Lot Type on **Exhibit M**. The Maximum Assessment shall be reduced annually by the principal portion of the Annual Installment.

**"Non-Benefited Property"** means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements. Property is identified as Non-Benefited Property at the time the Assessments (1) are levied or (2) are reallocated pursuant to a subdivision of a Parcel that receives no benefit.

**"Owner"** means either Forestar (USA) Real Estate Group Inc., RHOF, LLC or Continental Homes of Texas, L.P. and any successor and assigns.

**"Parcel(s)"** means a property within the District, identified by either a tax map identification number assigned by the Travis Central Appraisal District for real property tax purposes, by metes and bounds description, or by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means determined by the City.

**"PID Act"** means Chapter 372, Texas Local Government Code, as amended.

**"PID Bonds"** mean bonds issued by the City to finance the Actual Costs of the Authorized Improvements including the Improvement Area #1-2 Bonds and the Major Improvement Area Bonds.

**"Prepayment"** means the payment of all or a portion of an Assessment before the due date of the final installment thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Annual Installment of the Assessment.

**"Prepayment Costs"** mean interest and Annual Collection Costs incurred up to the date of Prepayment.

**"Property ID"** mean a unique number assigned to each Parcel by the Appraisal District.

**"Service and Assessment Plan"** means this Service and Assessment Plan as amended, modified and updated from time to time.

**"Service Plan"** covers a period of at least five years and defines the annual indebtedness and projected costs of the Authorized Improvements, more specifically described in **Section IV**.

**"Trustee"** means a trustee (or successor trustee) under the applicable Indenture.

## SECTION II: THE DISTRICT

The District includes approximately 602.9 contiguous acres located within the corporate limits of the City, as more particularly described by metes and bounds on **Exhibit A-1** and depicted on **Exhibit B-1.** Development of the District is anticipated to include approximately 1,250 single-family units, 370 condos, 68,999 square feet of office space, 17,250 square feet of restaurant space and 150,935 square feet of retail space.

Improvement Area #1 includes approximately 127.37 acres located within the District, as more particularly described by metes and bounds on **Exhibit A-2** and depicted on **Exhibit B-2.** Development of Improvement Area #1 is anticipated to include approximately 264 single-family units.

Improvement Area #2 includes approximately 91.81 acres located within the District, as more particularly described by metes and bounds on **Exhibit A-3** and depicted on **Exhibit B-3.** Development of Improvement Area #1 is anticipated to include approximately 251 single-family units.

The Major Improvement Area includes approximately 383.102 acres located within the District, as more particularly described by metes and bounds on **Exhibit A-4** and depicted on **Exhibit B-4.** Development of the Major Improvement Area is anticipated to include approximately 735 single-family units, 370 condos, 68,999 square feet of office space, 17,250 square feet of restaurant space and 150,935 square feet of retail space.

## SECTION III: AUTHORIZED IMPROVEMENTS

The City Council, based on information provided by the Owner and their engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the Major Improvements, the Improvement Area #1 Improvements, the Improvement Area #2 Improvements, and District Formation and Bond Issuance Costs are Authorized Improvements and confer a special benefit on the Assessed Property. The budget for the Authorized Improvements is shown on **Exhibit C**, and a map depicting the Authorized Improvements is shown on **Exhibit O**.

### A. Major Improvements

- *Wastewater Treatment Plant Phase 1*

  Improvements designed and constructed in accordance with 30 TAC Chapter 217 Rules with a nominal treatment capacity of 200,000 gallons per day.

- *Roadway*

  Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways part of the MAD4 collector roads. All related earthwork, excavation, erosion control, demolition and paving are included.

- *Kimbro ROW Acquisition*

  Improvements including easements needed for relocating the existing Manville water line conflicting with Old Kimbro Road widening.

- *Soft Costs*

  Estimated to be 15% of above-described hard costs, inclusive of a 4% construction management fee.

**B. Improvement Area #1 Improvements**

- *Water*

  Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide water service to each Lot within Improvement Area #1.

- *Wastewater*

  Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide wastewater service to each Lot within Improvement Area #1.

- *Drainage*

  Improvements including trench excavation and embedment, trench safety, reinforced concrete pipe, manholes, storm outfalls, storm drain inlets, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to ensure proper drainage of the public roadways within Improvement Area #1.

- *Roadway*

  Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways, testing, handicapped ramps, and street lights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included to provide roads to each Lot within Improvement Area #1.

- *Trails*

  Improvements include approximately 5’ wide crushed granite trails along the proposed public parkland to be dedicated to the City.

- *Soft Costs*

  Include costs associated with engineering and design of Improvement Area #1 Improvements including permits, fees and fiscals.

**C. Improvement Area #2 Improvements**

- *Water*

  Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide water service to each Lot within Improvement Area #2.

- *Wastewater*

  Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide wastewater service to each Lot within Improvement Area #2.

- *Drainage*

  Improvements including trench excavation and embedment, trench safety, reinforced concrete pipe, manholes, storm outfalls, storm drain inlets, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to ensure proper drainage of the public roadways within Improvement Area #2.

- *Roadway*

  Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways, testing, handicapped ramps, and street lights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included to provide roads to each Lot within Improvement Area #2.

- *Soft Costs*

  Include costs associated with engineering and design of Improvement Area #2 Improvements including permits, fees and fiscals.

### D. Bond Issuance Costs

- *Debt Service Reserve Fund*

  Equals the amount required to fund a reserve under an applicable Indenture.

- *Capitalized Interest*

  Equals the amount of capitalized interest available for payment of interest on PID Bonds as reflected in an applicable Indenture.

- *Underwriter's Discount*

  Equals a percentage of the par amount of a particular series of PID Bonds and includes a fee for underwriter's counsel.

- *Cost of Issuance*

  Costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

### E. District Formation Expenses

Costs associated with forming the District, including but not limited to 1st year District administration reserves, and any other cost or expense directly associated with the establishment of the District.

## SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan must be reviewed and updated, at least annually, and approved by the City Council. **Exhibit D** summarizes the Service Plan for the District.

**Exhibit E** summarizes the sources and uses of funds required to construct the Authorized Improvements and pay the District Formation and Bond Issuance Costs. The sources and uses of funds shown on **Exhibit E** shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and Actual Costs.

# SECTION V: ASSESSMENT PLAN

The PID Act allows the City Council to apportion the costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City Council, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City Council that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance reasonable classifications and formulas for the apportionment of the cost between the municipality or the City and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Owner and all future owners and developers of the Assessed Property.

## A. Assessment Methodology

The City Council, acting in its legislative capacity based on information provided by the Owner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the Authorized Improvements shall be allocated as follows:

- Major Improvements shall be allocated between the Major Improvement Area, Improvement Area #1, and Improvement Area #2 pro rata based on estimated buildout value, as shown on **Exhibit Q**.
- The Improvement Area #1 Improvements are allocated entirely to the Improvement Area #1 Initial Parcel.
- The Improvement Area #2 Improvements are allocated entirely to the Improvement Area #2 Initial Parcel.

## B. Assessments

Improvement Area #1 Assessments will be levied on the Improvement Area #1 Initial Parcel as shown on the Improvement Area #1 Assessment Roll, attached hereto as **Exhibit F**. The projected Improvement Area #1 Annual Installments are shown on **Exhibit G**, subject to revisions made during any Annual Service Plan Update.

Improvement Area #2 Assessments will be levied on the Improvement Area #2 Initial Parcel as shown on the Improvement Area #2 Assessment Roll, attached hereto as **Exhibit H**. The

projected Improvement Area #2 Annual Installments are shown on **Exhibit I**, subject to revisions made during any Annual Service Plan Update.

Major Improvement Area Assessments will be levied on the Major Improvement Area Initial Parcel as shown on the Major Improvement Area Assessment Roll, attached hereto as **Exhibit J**. The projected Major Improvement Area Annual Installments are shown on **Exhibit K**, subject to revisions made during any Annual Service Plan Update.

Upon subdivisions of the Improvement Area #1 Initial Parcel or the Improvement Area #2 Initial Parcel by final plat, the Maximum Assessment for each Lot Type is shown on **Exhibit M**. In no case will the Assessment for any Lot Type exceed the Maximum Assessment.

### C. Findings of Special Benefit

The City Council, acting in its legislative capacity based on information provided by the Owner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has found and determined:

- *Improvement Area #1*

  1. The costs of Improvement Area #1 Projects and District Formation Expenses and Bond Issuance Costs equal $8,625,681, as shown on **Exhibit C**; and

  2. The Improvement Area #1 Assessed Property receives special benefit from Improvement Area #1 Projects and District Formation Expenses and Bond Issuance Costs equal to or greater than the Actual Costs of the Improvement Area #1 Projects and District Formation Expenses and Bond Issuance Costs; and

  3. The Improvement Area #1 Assessed Property will be allocated 100% of the Improvement Area #1 Assessments levied on the Improvement Area #1 Initial Parcel for Improvement Area #1 Projects and District Formation Expenses and Bond Issuance Costs, which equal $3,070,446, as shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit F**; and

  4. The special benefit (≥ $8,625,681) received by the Improvement Area #1 Assessed Property from Improvement Area #1 Projects and District Formation Expenses and Bond Issuance Costs is equal to or greater than the amount of the Improvement Area #1 Assessments ($3,070,446) levied on the Improvement Area #1 Initial Parcel; and

  5. At the time the City Council approved the Assessment Ordinance levying the Improvement Area #1 Assessments, the Owner owned 100% of the Improvement Area #1 Assessed Property. The Owner acknowledged that Improvement Area #1 Projects and District Formation Expenses and Bond Issuance Costs confer a special benefit on the Improvement Area #1 Assessed Property and consented to the imposition of the Improvement Area #1 Assessments to pay for Improvement Area #1

Projects and District Formation Expenses and Bond Issuance Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Improvement Area #1 Assessments on the Improvement Area #1 Initial Parcel.

- *Improvement Area #2*

1. The costs of Improvement Area #2 Projects and District Formation Expenses and Bond Issuance Costs equal $10,446,878, as shown on **Exhibit C**; and
2. The Improvement Area #2 Assessed Property receives special benefit from Improvement Area #2 Projects and District Formation Expenses and Bond Issuance Costs equal to or greater than the Actual Costs of the Improvement Area #2 Projects and District Formation Expenses and Bond Issuance Costs; and
3. The Improvement Area #2 Assessed Property will be allocated 100% of the Improvement Area #2 Assessments levied on the Improvement Area #2 Initial Parcel for Improvement Area #2 Projects and District Formation Expenses and Bond Issuance Costs, which equal $2,934,554, as shown on the Improvement Area #2 Assessment Roll attached hereto as **Exhibit H**; and
4. The special benefit (≥ $10,446,878) received by the Improvement Area #2 Assessed Property from Improvement Area #2 Projects and District Formation Expenses and Bond Issuance Costs is equal to or greater than the amount of the Improvement Area #2 Assessments ($2,934,554) levied on the Improvement Area #2 Initial Parcel; and
5. At the time the City Council approved the Assessment Ordinance levying the Improvement Area #2 Assessments, the Owner owned 100% of the Improvement Area #2 Assessed Property. The Owner acknowledged that Improvement Area #2 Projects and District Formation Expenses and Bond Issuance Costs confer a special benefit on the Improvement Area #2 Assessed Property and consented to the imposition of the Improvement Area #2 Assessments to pay for Improvement Area #2 Projects and District Formation Expenses and Bond Issuance Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Improvement Area #2 Assessments on the Improvement Area #2 Initial Parcel.

- *Major Improvement Area*

  1. The costs of the Major Improvement Area Projects and District Formation Expenses and Bond Issuance Costs equal $8,310,589, as shown on **Exhibit C**; and

  2. The Major Improvement Area Assessed Property receives special benefit from the Major Improvement Projects and District Formation Expenses and Bond Issuance Costs equal to or greater than the Actual Costs of the Major Improvement Area Projects and District Formation Expenses and Bond Issuance Costs; and

  3. The Major Improvement Area Assessed Property will be allocated 100% of the Major Improvement Area Assessments levied on the Major Improvement Area Initial Parcel for the Major Improvement Area Projects and District Formation Expenses and Bond Issuance Costs, which equal $7,090,000, as shown on the Major Improvement Area Assessment Roll attached hereto as **Exhibit J**; and

  4. The special benefit ($\geq$ $8,310,589) received by the Major Improvement Area Assessed Property from the Major Improvement Area Projects and District Formation Expenses and Bond Issuance Costs is equal to or greater than the amount of the Major Improvement Area Assessments ($7,090,000) levied on the Major Improvement Area Initial Parcel; and

  5. At the time the City Council approved the Assessment Ordinance levying the Major Improvement Area Assessments, the Owner owned 100% of the Major Improvement Area Assessed Property. The Owner acknowledged that the Major Improvement Area Projects and District Formation Expenses and Bond Issuance Costs confers a special benefit on the Major Improvement Area Assessed Property and consented to the imposition of the Major Improvement Area Assessments to pay for the Major Improvement Area Projects and District Formation Expenses and Bond Issuance Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Major Improvement Area Assessments on the Major Improvement Area Initial Parcel.

### D. Annual Collection Costs

The Annual Collection Costs shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Assessed Property. The Annual Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on Actual Costs incurred in Annual Service Plan Updates.

### E. Additional Interest

The interest rate on Assessments levied on the Assessed Property to pay the PID Bonds may exceed the interest rate on the PID Bonds by the Additional Interest Rate. Interest at the rate of the PID Bonds and the Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture.

## SECTION VI: TERMS OF THE ASSESSMENTS

### A. Reallocation of Assessments

*1. Upon Division Prior to Recording of Subdivision Plat*

Upon the division of any Assessed Property (without the recording of subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

$A = B \times (C \div D)$

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

C = the Estimated Buildout Value of the newly divided Assessed Property

D = the sum of the Estimated Buildout Value for all of the newly divided Assessed Properties

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this Service and Assessment Plan approved by the City Council.

*2. Upon Subdivision by a Recorded Subdivision Plat*

Upon the subdivision of any Assessed Property based on a recorded subdivision plat and a Property ID has been assigned by the Appraisal District, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots based on Estimated Buildout Value according to the following formula:

$A = [B \times (C \div D)]/E$

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot

B = the Assessment for the Parcel prior to subdivision
C = the sum of the Estimated Buildout Value of all newly subdivided Lots with same Lot Type
D = the sum of the Estimated Buildout Value for all of the newly subdivided Lots excluding Non-Benefited Property
E= the number of Lots with same Lot Type

Prior to the recording of a subdivision plat, the Owner shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat considering factors such as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, discussions with homebuilders, and any other factors that may impact value. The calculation of the estimated average buildout value for a Lot shall be performed by the Administrator and confirmed by the City Council based on information provided by the Owner, homebuilders, third party consultants, and/or the official public records of the County regarding the Lot.

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this Service and Assessment Plan approved by the City Council.

*3. Upon Consolidation*

If two or more Lots or Parcels are consolidated, the Administrator shall allocate the Assessments against the Lots or Parcels before the consolidation to the consolidated Lot or Parcel, which allocation shall be approved by the City Council in the next Annual Service Plan Update.

### B. True-Up of Assessments if Maximum Assessment Exceeded

Prior to the approval of a final subdivision plat, the Administrator shall certify that the final plat will not cause the Assessment for any Lot Type to exceed the Maximum Assessment. If the subdivision of any Assessed Property by a final subdivision plat causes the Assessment per Lot for any Lot Type to exceed the applicable Maximum Assessment for such Lot Type, the Owner must partially prepay the Assessment for each Assessed Property that exceeds the applicable Maximum Assessment for such Lot Type in an amount sufficient to reduce the Assessment to the applicable Maximum Assessment for such Lot Type. The City's approval of a final subdivision plat

without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay such Assessments.

### C. Mandatory Prepayment of Assessments

If Assessed Property is transferred to a person or entity that is exempt from payment of the Assessment, the owner transferring the Assessed Property shall pay to the Administrator the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the transfer. If the owner of the Assessed Property causes the Assessed Property to become Non-Benefited Property, the owner causing the change in status shall pay the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the change in status.

### D. Reduction of Assessments

If as a result of cost savings or an Authorized Improvement not being constructed, the Actual Costs of completed Authorized Improvements are less than the Assessments, the City Council shall reduce each Assessment on a pro-rata basis such that the sum of the resulting reduced Assessments for all Assessed Properties equals the reduced Actual Costs. Excess PID Bond proceeds shall be applied to redeem outstanding PID Bonds. The Assessments shall not, however, be reduced to an amount less than the outstanding PID Bonds.

The Administrator shall update (and submit to the City Council for review and approval as part of the next Annual Service Plan Update) the Assessment Roll and corresponding Annual Installments to reflect the reduced Assessments.

### E. Prepayment of Assessments

The owner of the Assessed Property may pay, at any time, all or any part of an Assessment in accordance with the PID Act. Interest costs from the date of prepayment to the date of redemption of the applicable PID Bonds, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If an Assessment is paid in full, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced to zero and the Assessment Roll to be revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate; and (4) the City shall provide the owner with a recordable "Notice of PID Assessment Termination," a form of which is attached hereto as **Exhibit P**.

If an Assessment is paid in part, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced and the Assessment Roll revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment and corresponding Annual Installments shall be reduced to the extent of the prepayment made.

### F. Prepayment as a Result of Eminent Domain Proceeding or Taking

Subject to applicable law, if any portion of any Parcel of Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a **"Taking"**), the portion of the Assessed Property that was taken or transferred (the **"Taken Property"**) shall be reclassified as Non-Benefited Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property) (the **"Remaining Property"**), following the reclassification of the Taken Property as Non-Benefited Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner of the Remaining Property will remain liable to pay in Annual Installments, or payable as otherwise provided by this Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the Maximum Assessment, the owner of the Remaining Property will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed the Maximum Assessment, in which case the Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the City receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against the amount of prepayment, with any remainder credited against the assessment on the Remainder Property.

In all instances the Assessment remaining on the Remaining Property shall not exceed the Maximum Assessment.

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a $100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefited Property and the remaining 90 acres of Remaining Property shall

be subject to the $100 Assessment, (provided that this $100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the $100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment on the Remaining Property by $10, then the owner shall be required to pay $10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to be $90.

Notwithstanding the previous paragraphs in this subsection, if the owner of the Taken Property notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value requirement, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment to the Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirement. Said owner will remain liable to pay the Annual Installments on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this subsection, the Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirement on all outstanding PID Bonds.

### G. Payment of Assessment in Annual Installments

**Exhibit G** shows the projected Improvement Area #1 Annual Installments. **Exhibit I** shows the projected Improvement Area #2 Annual Installments. **Exhibit K** shows the projected Major Improvement Area Annual Installments. **Exhibit L-1** shows the projected Annual Installments for Lot Type 1. **Exhibit L-2** shows the projected Annual Installments for Lot Type 2. **Exhibit L-3** shows the projected Annual Installments for Lot Type 3.

Assessments that are not paid in full shall be due and payable in Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update. Until a plat has been recorded on a Parcel and a Property ID has been assigned by the Appraisal District within Improvement Area #1, Improvement Area #2, or the Major Improvement Area, the Annual Installment will be allocated to each Property ID within the Improvement Area #1 Initial Parcel, Improvement Area #2 Initial Parcel and Major Improvement Area Initial Parcel, respectively, based on the Travis Central Appraisal District acreage for billing purposes only.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. Annual Collection Costs shall be allocated equally among Parcels for which the Assessments remain unpaid. Annual Installments shall be collected in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties,

procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes for the City. The City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the PID Act.

Sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay the non-delinquent Annual Installments as they become due and payable.

The City reserves the right to refund PID Bonds in accordance with the PID Act and the applicable Indenture. In the event of a refunding, the Administrator shall recalculate the Annual Installments so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute "PID Bonds."

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments shall be due when billed and shall be delinquent if not paid prior to February 1, 2022.

## SECTION VII: ASSESSMENT ROLL

The Improvement Area #1 Assessment Roll is attached as **Exhibit F**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Improvement Area #1 Assessment Roll and Improvement Area #1 Annual Installments for each Parcel within the Improvement Area #1 Assessed Property as part of each Annual Service Plan Update.

The Improvement Area #2 Assessment Roll is attached as **Exhibit H**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Improvement Area #2 Assessment Roll and Improvement Area #2 Annual Installments for each Parcel within the Improvement Area #2 Assessed Property as part of each Annual Service Plan Update.

The Major Improvement Area Assessment Roll is attached as **Exhibit J**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Major Improvement Area Assessment Roll and Major Improvement Area Annual Installments for each Parcel within the Major Improvement Area Assessed Property as part of each Annual Service Plan Update.

# SECTION VIII: ADDITIONAL PROVISIONS

## A. Calculation Errors

If the owner of a Parcel claims that an error has been made in any calculation required by this Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator by December 1st of each year following City Council approval of the calculation; otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. Upon receipt of a written notice of error from an owner the Administrator shall provide a written response to the City Council and the owner within 30 days of such referral. The City Council shall consider the owner's notice of error and the Administrator's response at a City Council meeting, and within 30 days after closing such meeting, the City Council shall make a final determination as to whether or not an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this Service and Assessment Plan, the applicable ordinance authorizing the PID Bonds, or the Indenture, or is otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

## B. Amendments

Amendments to this Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this Service and Assessment Plan may be amended without notice to owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this Service and Assessment Plan.

## C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this Service and Assessment Plan. Interpretations of this Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners or developers adversely affected by the interpretation. Appeals shall be decided at a meeting of the City Council during which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the owners and developers and their successors and assigns.

### D. Severability

If any provision of this Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

# LIST OF EXHIBITS


| | |
|---|---|
| **Exhibit A-1** | District Legal Description |
| **Exhibit A-2** | Improvement Area #1 Legal Description |
| **Exhibit A-3** | Improvement Area #2 Legal Description |
| **Exhibit A-4** | Major Improvement Area Legal Description |
| **Exhibit B-1** | District Boundary Map |
| **Exhibit B-2** | Improvement Area #1 Boundary Map |
| **Exhibit B-3** | Improvement Area #2 Boundary Map |
| **Exhibit B-4** | Major Improvement Area Boundary Map |
| **Exhibit C** | Authorized Improvements |
| **Exhibit D** | Service Plan |
| **Exhibit E** | Sources and Uses |
| **Exhibit F** | Improvement Area #1 Assessment Roll |
| **Exhibit G** | Improvement Area #1 Annual Installments |
| **Exhibit H** | Improvement Area #2 Assessment Roll |
| **Exhibit I** | Improvement Area #2 Annual Installments |
| **Exhibit J** | Major Improvement Area Assessment Roll |
| **Exhibit K** | Major Improvement Area Annual Installments |
| **Exhibit L-1** | Lot Type 1 Annual Installments |
| **Exhibit L-2** | Lot Type 2 Annual Installments |
| **Exhibit L-3** | Lot Type 3 Annual Installments |
| **Exhibit M** | Maximum Assessment Per Lot Type |
| **Exhibit N** | Lot Type Classification Map |
| **Exhibit O** | Map of Authorized Improvements |
| **Exhibit P** | Notice of PID Assessment Termination |
| **Exhibit Q** | Estimated Buildout Value for Major Improvement Area, Improvement Area #1, and Improvement Area #2 |
| **Exhibit R** | Improvement Area #1-2 Bond Debt Service Schedule |
| **Exhibit S** | Major Improvement Area Bond Debt Service Schedule |

# EXHIBIT A-1 – DISTRICT LEGAL DESCRIPTION

**Exhibit A**
**The Property**

90.089 ACRES OUT OF THE A.C. CALDWELL SURVEY, ABSTRACT NUMBER 154, TRAVIS COUNTY, TEXAS AND BEING THE TRACTS OF LAND CONVEYED TO RHOF, LLC, A TEXAS LIMITED LIABILITY COMPANY, PER DEED RECORDED AS DOCUMENT NO.2017194263 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

44.0347 ACRES OF LAND LOCATED IN THE A.C. CALDWELL SURVEY, ABSTRACT NUMBER 154, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN CALLED 180.83 ACRES OF LAND CONVEYED TO ALMA JUANITA MEIER, AS DESCRIBED IN VOLUME 11376, PAGE 676, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

267.972 ACRES OF LAND LOCATED IN THE LEMUEL KIMBRO SURVEY, ABSTRACT NUMBER 456 AND THE A.C. CALDWELL SURVEY, ABSTRACT NUMBER 154, TRAVIS COUNTY, TEXAS AND BEING THE SAME 267.972 ACRE TRACT OF LAND CONVEYED TO SKY VILLAGE KIMBRO ESTATES, LLC, AS DESCRIBED IN DOCUMENT NUMBER 2016214460, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

(35.626 AC) LOT 2, J.F. NAGLE ESTATES, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NO. 199900207, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, TOGETHER WITH A NON-EXCLUSIVE 60 FOOT WIDE ACCESS AND PUBLIC UTILITY EASEMENT AS CREATED AND MORE PARTICULARLY DESCRIBED IN THAT DECLARATION OF ACCESS AND PUBLIC UTILITY EASEMENT RECORDED IN DOCUMENT NO. 1999058184, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, BEING THE SAME 35.626 ACRES CONVYED TO SKY VILLAGE KIMBRO ESTATES, LLC, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

3.469 ACRES OF LAND LOCATED IN THE LEMUEL KIMBRO SURVEY, ABSTRACT NUMBER 456, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO SKY VILLAGE KIMBRO ESTATES, LLC, AS RECORDED IN 2017157471 OF THE OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS

157.9603 ACRES OUT OF THE A.C. CALDWELL SURVEY NO.52, ABSTRACT 154 AND THE LEMUEL KIMBRO SURVEY NO.64, ABSTRACT 456, AND BEING THE TRACTS OF LAND CONVEYED TO KIMBRO ROAD ESTATES, LP PER DEED RECORDED AS DOCUMENT NO.201780865 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

**A METES AND BOUNDS**
**DESCRIPTION OF A**
**3.700 ACRE RIGHT-OF-WAY OF LAND**

**BEING** a 3.700 acre (161,158 square feet) tract of land situated in the A.C. Caldwell Survey No. 52, Abstract No. 154, City of Manor, Travis County, Texas; and being a portion of Old Kimbro Road (80 feet wide); and being more particularly described as follows:

**COMMENCING**, at a 1/2-inch iron rod with a plastic cap stamped "KHA" found on the southerly right-of-way line of said Old Kimbro Road marking the northwest corner of a called 51.533 acre tract of land described in instrument to Chau Dinh and Kim Pham recorded in Document No. 2014139510 of the Official Public Records of Travis County, same being the northeast corner of a called 90.0886 acre tract of land described in instrument to RHOF, LLC recorded in Document No. 2017194263 of the Official Public Records of Travis County;

**THENCE**, North 85°48'57" West, 846.55 feet, along the southerly right-of-way line of Old Kimbro Road and the north line of said 90.0886 acre tract to the **POINT OF BEGINNING** of the herein described tract;

**THENCE**, continuing along the southerly right-of-way of said Old Kimbro Road and along the north line of said 90.0886 acre tract the following two (2) courses and distances:

1. North 85°48'57" West, 1629.02 feet to an iron rod with plastic cap stamped "KHA" found for a point of curvature;
2. in a southwesterly direction, along a tangent curve to the left, a central angle of 43°49'58", a radius of 533.10 feet, a chord bearing and distance of South 72°20'04" West, 397.96 feet, and a total arc length of 407.84 feet to a point for corner;

**THENCE**, departing the north line of said 90.0886 acre tract and crossing said Old Kimbro Road the following two (2) courses and distances:

1. North 40°17'42" West, 46.07 feet to a point for corner;
2. North 61°40'04" West, 35.46 feet to a 5/8-iron rod found on the northerly right-of-way line of said Old Kimbro Road marking the southwest corner of a called 157.9603 acre tract of land described in instrument to RHOF, LLC recorded in Document No. 2017180865 of the Official Public Records of Travis County;

**THENCE**, along the northerly right-of-way line of said Old Kimbro Road and along the south line of said 157.9603 acre tract the following three (3) courses and distances:

1. in a northeasterly direction, along a non-tangent curve to the right, a central angle of 36°32'19", a radius of 613.14 feet, a chord bearing and distance of North 68°23'46" East, 384.42 feet, and a total arc length of 391.01 feet to a 1/2-iron rod found for a point for corner;
2. in a northeasterly direction, along a non-tangent curve to the right, a central angle of 7°10'29", a radius of 1407.07 feet, a chord bearing and distance of South 89°23'14" East, 176.08 feet, and a total arc length of 176.20 feet to a concrete monument found for a point of tangency;
3. South 85°54'35" East, 1541.16 feet to a point for corner;

**THENCE**, South 4°11'03" West, 80.00 feet departing the south line of said 157.9603 acre tract and crossing said Old Kimbro Road to the **POINT OF BEGINNING**, and containing 3.700 acres of right-of-way in Travis County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD'83). All distances are on the surface and shown in U.S. Survey Feet. To convert grid distances to grid, apply the combined SURFACE to GRID scale factor of 0.99992097045. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.




ABEL P. STENDAHL
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6754
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
abel.stendahl@kimley-horn.com

**EXHIBIT OF A 3.700 ACRE RIGHT-OF-WAY TO BE RELEASED**
A.A. CALDWELL SURVEY NO.52,
ABSTRACT NO. 154
TRAVIS COUNTY, TEXAS

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

| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|---|---|---|---|---|---|
| N/A | DJG | APS | 9/3/2020 | 069255703 | 1 OF 2 |

STENDAHL, ABEL 9/3/2020 10:57 AM K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255703-MANOR HTS PHASE 2\DWG\EXHIBITS\3.700AC RIGHT OF WAY RELEASE.DWG

# EXHIBIT A-2 – IMPROVEMENT AREA #1 LEGAL DESCRIPTION

Being 127.37 acres of land located in the A.C Caldwell Survey No. 52, Abstract No. 154, and being all of that 110.524 acre tract of land located in the A.C Caldwell Survey No. 52, Abstract No. 154, described in the Manor Heights South Phase 1 Section 1 Final Plat, recorded in Document No. 202100001 Official Public Records of Travis County, and being a portion of that certain 267.942 acre tract of land located in the A.C Caldwell Survey No. 52, Abstract No. 154, City of Manor, Travis County, Texas, conveyed to Forestar (USA) Real Estate Group Inc., as described in Document No. 2019171724, corrected in Document No. 2019176020, Official Public Records of Travis County, Texas.

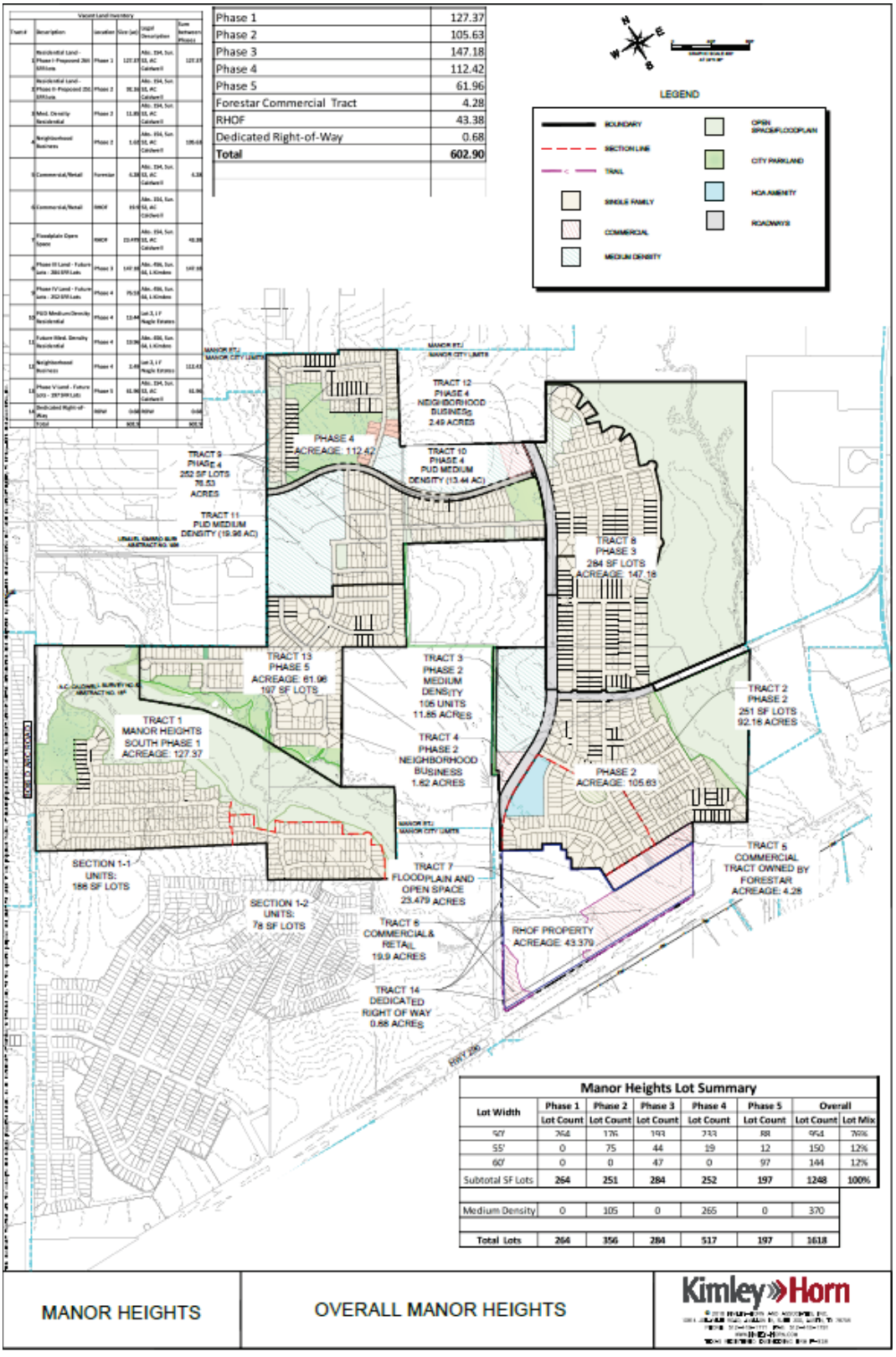
# EXHIBIT A-3 – IMPROVEMENT AREA #2 LEGAL DESCRIPTION

Being 91.81 acres of land located in the A.C Caldwell Survey No.52, Abstract No.154, and the Lemuel Kimbro Survey No.64, Abstract No.456, City of Manor, Travis County Texas, and being portion of that certain tract or parcel of land containing 90.089 acres located in the A.C. Caldwell Survey No.52 , Abstract No. 154, described in instrument to Forestar (USA) Real Estate Group Inc., recorded in Document No.2019171725, corrected in Document No.2019176021 Official Public Records of Travis County, and being a portion of that certain 157.9603 acre tract of land located in the A.C Caldwell Survey No.52, Abstract No.154, and the Lemuel Kimbro Survey No.64, Abstract No.456, City of Manor, Travis County Texas, described in instrument to Forestar (USA) Real Estate Group Inc., recorded in Document No.2019171725, corrected in Document No.2019176021 Official Public Records of Travis County , and a portion of that certain tract or parcel of land containing 3.7 acres situated in the A.C. Caldwell Survey No.52, Abstract 154, City of Manor, Travis County, Texas Conveyed to Forestar (USA) Real Estate Group Inc., as described in document 2021052193, official public records of Travis County, Texas.

# EXHIBIT A-4 – MAJOR IMPROVEMENT AREA LEGAL DESCRIPTION

383.102 Acres Being Portions of a called 267.972 acre Tract of land Recorded in document No.2016214460, Official Public Records of Travis County, 157.9603 Acre Tract Recorded in document No.201718086, Official Public Records of Travis County, A called 90.0886 Acre Tract Recorded in Documents No.2017194263, Official Public Records of Travis County, and a portion of Old Kimbro Road A.C. Caldwell Survey No. 52, Abstract No 154 City of Manor, Travis County, Texas

# EXHIBIT B-1 – DISTRICT BOUNDARY MAP



# EXHIBIT B-2 – IMPROVEMENT AREA #1 BOUNDARY MAP

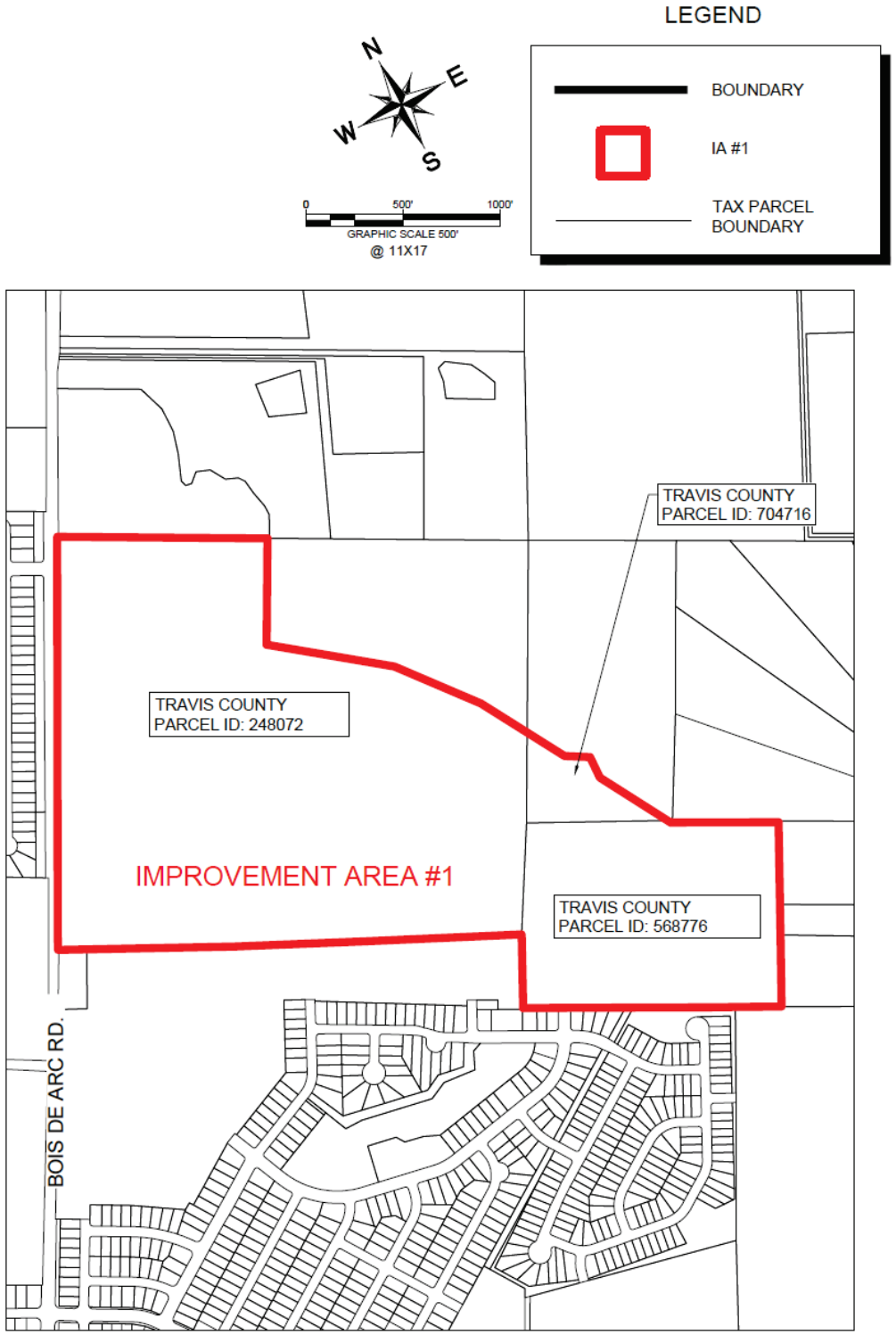



EXHIBIT F - IMPROVEMENT AREA #1

MANOR, TEXAS
FEBRUARY 2021

Kimley»Horn

# EXHIBIT B-3 – IMPROVEMENT AREA #2 BOUNDARY MAP

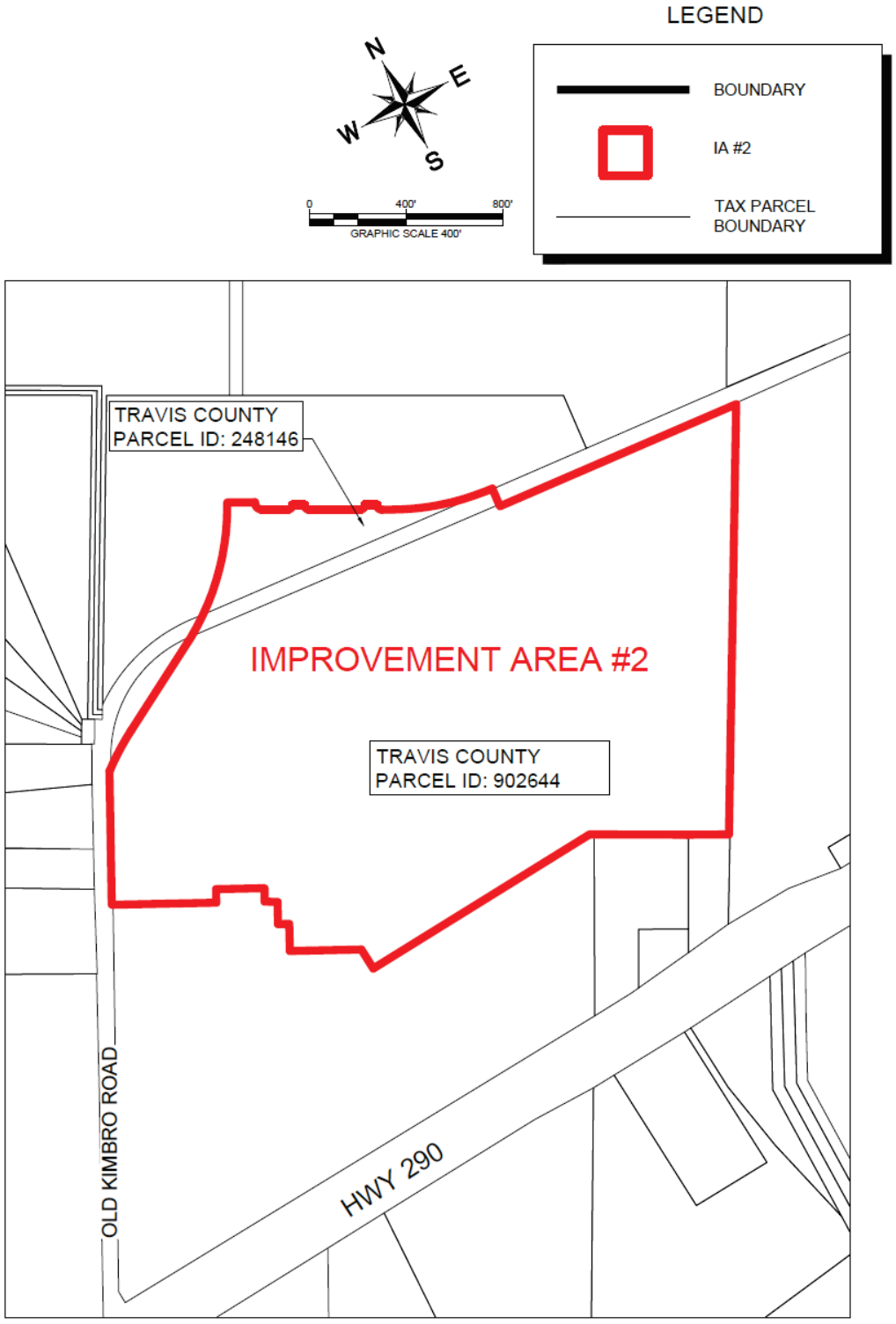
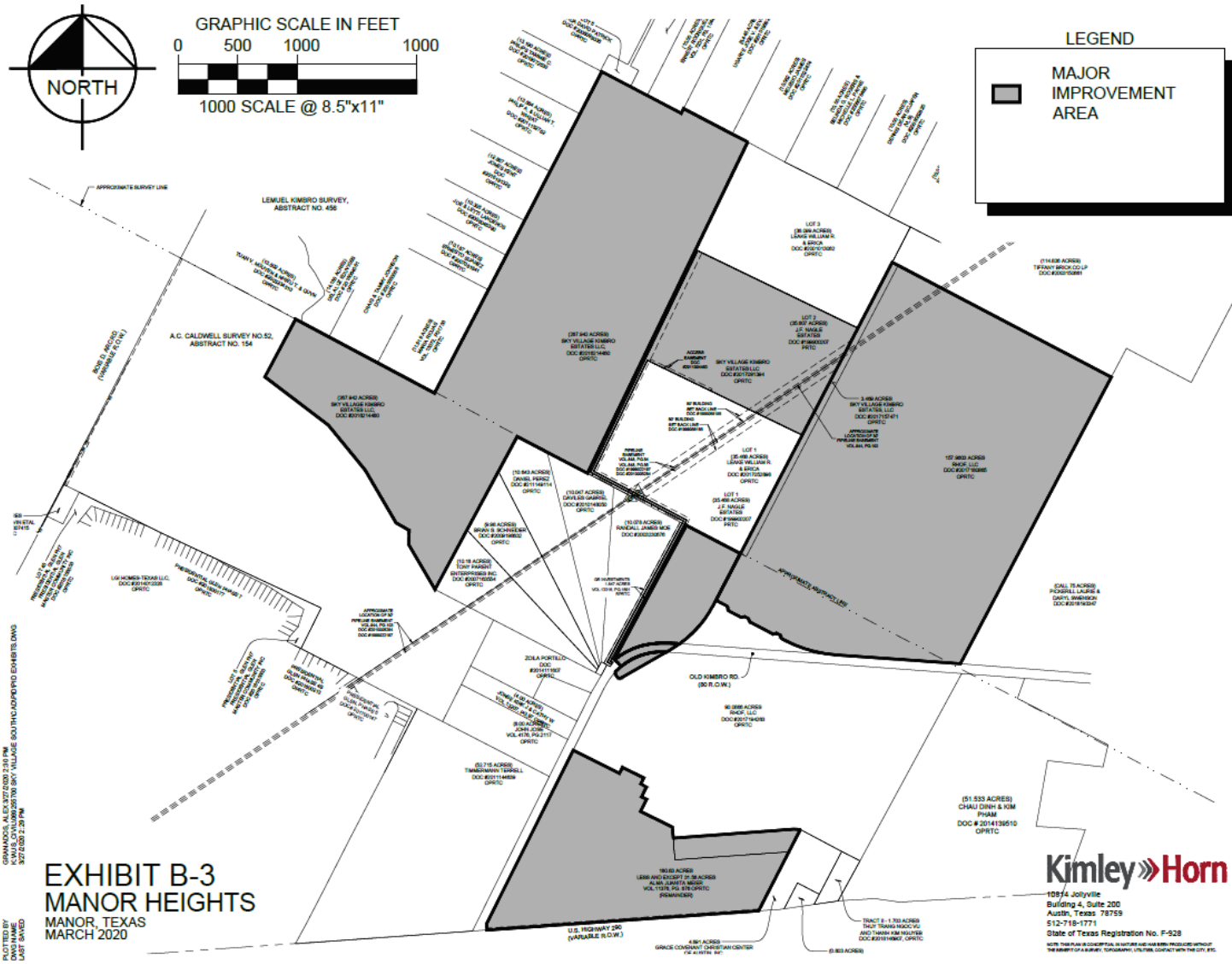



EXHIBIT H - IMPROVEMENT AREA #2

MANOR, TEXAS
FEBRUARY 2021

Kimley»Horn

# EXHIBIT B-4 – MAJOR IMPROVEMENT AREA BOUNDARY MAP



# EXHIBIT C – AUTHORIZED IMPROVEMENTS

| | Total Costs | Improvement Area #1 [a] | Improvement Area #2 [a] | Major Improvement Area [b] |
|---|---|---|---|---|
| *Major Improvements* | | | | |
| Wastewater Treatment Plant Phase 1 | $ 5,119,898 | $ 799,087 | $ 763,720 | $ 3,557,091 |
| Roadway | 3,115,626 | 486,270 | 464,749 | 2,164,607 |
| Kimbro ROW Acquisition | 47,348 | 7,390 | 7,063 | 32,895 |
| Soft Costs [c] | 1,242,431 | 193,912 | 185,330 | 863,189 |
| | $ 9,525,302 | $ 1,486,659 | $ 1,420,862 | $ 6,617,781 |
| *Improvement Area #1 Improvements* | | | | |
| Water | $ 877,624 | $ 877,624 | $ - | $ - |
| Wastewater | 761,450 | 761,450 | - | - |
| Drainage | 1,147,364 | 1,147,364 | - | - |
| Roadway | 3,462,805 | 3,462,805 | - | - |
| Trails | 59,850 | 59,850 | - | - |
| Soft Costs | 163,600 | 163,600 | - | - |
| | $ 6,472,693 | $ 6,472,693 | $ - | $ - |
| *Improvement Area #2 Improvements* | | | | |
| Water | $ 895,023 | $ - | $ 895,023 | $ - |
| Wastewater | 1,119,316.00 | - | 1,119,316 | - |
| Drainage | 1,164,737.00 | - | 1,164,737 | - |
| Roadway | 4,889,701.55 | - | 4,889,702 | - |
| Trails | - | - | - | - |
| Soft Costs | 320,400.00 | - | 320,400 | - |
| | $ 8,389,178 | $ - | $ 8,389,178 | $ - |
| *Bond Issuance Costs and District Formation Expenses* | | | | |
| Debt Service Reserve Fund [d] | $ 882,950 | $ 195,028 | $ 186,397 | $ 501,525 |
| Capitalized Interest [d] | 874,475 | 179,621 | 171,671 | 523,183 |
| Underwriter Discount [d] | 392,850 | 92,113 | 88,037 | 212,700 |
| Cost of Issuance [d] | 785,700 | 184,227 | 176,073 | 425,400 |
| First Year Annual Collection Costs [d] | 60,000 | 15,339 | 14,661 | 30,000 |
| | $ 2,995,975 | $ 666,329 | $ 636,838 | $ 1,692,808 |
| **Total** | **$ 27,383,147** | **$ 8,625,681** | **$ 10,446,878** | **$ 8,310,589** |

Notes:

[a] Costs were determined by construction contracts provided by Kimley-Horn and Associates dated 1/8/2021.

[b] Costs were determined by Excel Construction Services bid for Wastewater Treatment Plant Phase 1 Improvements dated 11/9/2020 and construction contract provided by Kimley-Horn and Associates dated 1/8/2021 for Roadways Improvements.

[c] Soft costs estimated at 15% of hard costs, inclusive of a 4% construction management fee.

[d] Costs associated with the issuance of Improvement Area #1 bonds were allocated between Improvement Area # 1 and Improvement Area #2 on a pro rata basis based on the amount of Assessments levied.

# EXHIBIT D – SERVICE PLAN

| Improvement Area #1 | | | | | | |
|---|---|---|---|---|---|---|
| **Installments Due** | | **1/31/2021** | **1/31/2022** | **1/31/2023** | **1/31/2024** | **1/31/2025** |
| Principal | | $ - | $ - | $ 53,688 | $ 56,245 | $ 58,801 |
| Interest | | 41,451 | 138,170 | 138,170 | 135,754 | 133,223 |
| Capitalized Interest | | (41,451) | (138,170) | - | - | - |
| | (1) | $ - | $ - | $ 191,858 | $ 191,999 | $ 192,024 |
| Annual Collection Costs | (2) | $ - | $ 15,646 | $ 15,959 | $ 16,278 | $ 16,604 |
| Additional Interest Reserve | (3) | $ - | $ 15,352 | $ 15,352 | $ 15,084 | $ 14,803 |
| **Total Annual Installment** | **(4) = (1) + (2) + (3)** | **$ -** | **$ 30,998** | **$ 223,170** | **$ 223,361** | **$ 223,431** |

| Improvement Area #2 | | | | | | |
|---|---|---|---|---|---|---|
| **Installments Due** | | **1/31/2021** | **1/31/2022** | **1/31/2023** | **1/31/2024** | **1/31/2025** |
| Principal | | $ - | $ - | $ 51,312 | $ 53,755 | $ 56,199 |
| Interest | | 39,616 | 132,055 | 132,055 | 129,746 | 127,327 |
| Capitalized Interest | | (39,616) | (132,055) | - | - | - |
| | (1) | $ - | $ - | $ 183,367 | $ 183,501 | $ 183,526 |
| Annual Collection Costs | (2) | $ - | $ 14,954 | $ 15,253 | $ 15,558 | $ 15,869 |
| Additional Interest Reserve | (3) | $ - | $ 14,673 | $ 14,673 | $ 14,416 | $ 14,147 |
| **Total Annual Installment** | **(4) = (1) + (2) + (3)** | **$ -** | **$ 29,627** | **$ 213,292** | **$ 213,475** | **$ 213,542** |

| Major Improvement Area | | | | | | |
|---|---|---|---|---|---|---|
| **Installments Due** | | **1/31/2021** | **1/31/2022** | **1/31/2023** | **1/31/2024** | **1/31/2025** |
| Principal | | $ - | $ - | $ 105,000 | $ 110,000 | $ 115,000 |
| Interest | | 133,233 | 389,950 | 389,950 | 384,175 | 378,125 |
| Capitalized Interest | | (133,233) | (389,950) | - | - | - |
| | (1) | $ - | $ - | $ 494,950 | $ 494,175 | $ 493,125 |
| Annual Collection Costs | (2) | $ - | $ 30,600 | $ 31,212 | $ 31,836 | $ 32,473 |
| Additional Interest Reserve | (3) | $ - | $ 35,450 | $ 35,450 | $ 34,925 | $ 34,375 |
| **Total Annual Installment** | **(4) = (1) + (2) + (3)** | **$ -** | **$ 66,050** | **$ 561,612** | **$ 560,936** | **$ 559,973** |

# EXHIBIT E – SOURCES AND USES

| | Improvement Area #1 | Improvement Area #2 | Major Improvement Area |
|---|---|---|---|
| **Sources of Funds** | | | |
| Improvement Area #1-2 Bond Par | $ 3,070,446 | $ 2,934,554 | $ - |
| Major Improvement Area Bond Par | - | - | 7,090,000 |
| Owner Contribution | 5,555,234 | 7,512,324 | 1,220,589 |
| **Total Sources** | **$ 8,625,681** | **$ 10,446,878** | **$ 8,310,589** |
| **Uses of Funds** | | | |
| Major Improvements | $ 1,486,659 | $ 1,420,862 | $ 6,617,781 |
| Improvement Area #1 Improvements | 6,472,693 | - | - |
| Improvement Area #2 Improvements | - | 8,389,178 | - |
| | $ 7,959,352 | $ 9,810,039 | $ 6,617,781 |
| *Bond Issuance Costs and District Formation Expenses* | | | |
| Debt Service Reserve Fund | $ 195,028 | $ 186,397 | $ 501,525 |
| Capitalized Interest | 179,621 | 171,671 | 523,183 |
| Underwriter Discount | 92,113 | 88,037 | 212,700 |
| Cost of Issuance | 184,227 | 176,073 | 425,400 |
| First Year Annual Collection Costs | 15,339 | 14,661 | 30,000 |
| | $ 666,329 | $ 636,838 | $ 1,692,808 |
| **Total Uses** | **$ 8,625,681** | **$ 10,446,878** | **$ 8,310,589** |

# EXHIBIT F – IMPROVEMENT AREA #1 ASSESSMENT ROLL

| Property ID | Plat | Lot & Block | Lot Type | Improvement Area #1 | |
|---|---|---|---|---|---|
| | | | | Outstanding Assessment | Annual Installment Due 1/31/2022 |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 1 | Open Space | $ - | $ - |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 2 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 3 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 4 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 5 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 6 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 7 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 8 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 9 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 10 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 11 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 12 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 13 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 14 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 15 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 16 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 17 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 18 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 19 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 20 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 21 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 22 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 23 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 24 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 25 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 26 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 27 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 28 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 29 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 30 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 31 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 32 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 33 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 34 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 35 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 36 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 37 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 38 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 39 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 40 | 1 | 11,630.48 | 117.42 |

| Property ID | Plat | Lot & Block | Lot Type | Improvement Area #1 | |
|---|---|---|---|---|---|
| | | | | Outstanding Assessment | Annual Installment Due 1/31/2022 |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 41 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 42 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 43 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 44 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 45 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 46 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 47 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 48 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 49 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 50 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 51 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 52 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 53 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 54 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 55 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 56 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 57 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block A, Lot 58 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block A, Lot 59 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block A, Lot 60 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block A, Lot 61 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block A, Lot 62 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block A, Lot 63 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block A, Lot 64 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block A, Lot 65 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block A, Lot 66 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block A, Lot 67 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block A, Lot 68 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block A, Lot 69 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block A, Lot 70 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block A, Lot 71 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block A, Lot 72 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block A, Lot 73 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block A, Lot 74 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block A, Lot 75 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block A, Lot 76 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block A, Lot 77 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block A, Lot 78 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block A, Lot 79 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block A, Lot 80 | 1 | 11,630.48 | 117.42 |

| Property ID | Plat | Lot & Block | Lot Type | Improvement Area #1 | |
|---|---|---|---|---|---|
| | | | | Outstanding Assessment | Annual Installment Due 1/31/2022 |
| | Manor Heights - Phase 1, Section 2 | Block A, Lot 81 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block A, Lot 82 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block A, Lot 83 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block A, Lot 84 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block A, Lot 85 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block A, Lot 86 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block A, Lot 87 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block A, Lot 88 | Open Space | - | - |
| | Manor Heights - Phase 1, Section 2 | Block A, Lot 89 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block A, Lot 90 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block A, Lot 91 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block A, Lot 92 | Open Space | - | - |
| | Manor Heights - Phase 1, Section 2 | Block A, Lot 93 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block A, Lot 94 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block A, Lot 95 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block A, Lot 96 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block A, Lot 97 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 98 | Open Space | - | - |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 99 | Open Space | - | - |
| | Manor Heights - Phase 1, Section 1 | Block A, Lot 100 | Open Space | - | - |
| | Manor Heights - Phase 1, Section 1 | Block B, Lot 1 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block B, Lot 2 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block B, Lot 3 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block B, Lot 4 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block B, Lot 5 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block B, Lot 6 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block B, Lot 7 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block B, Lot 8 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block B, Lot 9 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block B, Lot 10 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block B, Lot 11 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block B, Lot 12 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block B, Lot 13 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block B, Lot 14 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block B, Lot 15 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block B, Lot 16 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block B, Lot 17 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block B, Lot 18 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block B, Lot 19 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block B, Lot 20 | 1 | 11,630.48 | 117.42 |

| Property ID | Plat | Lot & Block | Lot Type | Improvement Area #1 | |
|---|---|---|---|---|---|
| | | | | Outstanding Assessment | Annual Installment Due 1/31/2022 |
| | Manor Heights - Phase 1, Section 2 | Block B, Lot 21 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block B, Lot 22 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block B, Lot 23 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block B, Lot 24 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block B, Lot 25 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block B, Lot 26 | Open Space | - | - |
| | Manor Heights - Phase 1, Section 2 | Block B, Lot 27 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block B, Lot 28 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block B, Lot 29 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block B, Lot 30 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block B, Lot 31 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block B, Lot 32 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block B, Lot 33 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block B, Lot 34 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block C, Lot 1 | Open Space | - | - |
| | Manor Heights - Phase 1, Section 1 | Block C, Lot 2 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block C, Lot 3 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block C, Lot 4 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block C, Lot 5 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block C, Lot 6 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block C, Lot 7 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block C, Lot 8 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block C, Lot 9 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block C, Lot 10 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block C, Lot 11 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block C, Lot 12 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block C, Lot 13 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block C, Lot 14 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block C, Lot 15 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block C, Lot 16 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block C, Lot 17 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block C, Lot 18 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block C, Lot 19 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block C, Lot 20 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block C, Lot 21 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block C, Lot 1 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block C, Lot 2 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block C, Lot 3 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block C, Lot 4 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block C, Lot 5 | 1 | 11,630.48 | 117.42 |

| Property ID | Plat | Lot & Block | Lot Type | Improvement Area #1 | |
|---|---|---|---|---|---|
| | | | | Outstanding Assessment | Annual Installment Due 1/31/2022 |
| | Manor Heights - Phase 1, Section 2 | Block C, Lot 6 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block C, Lot 7 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block C, Lot 8 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block C, Lot 9 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block C, Lot 10 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block C, Lot 11 | Open Space | - | - |
| | Manor Heights - Phase 1, Section 2 | Block C, Lot 12 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block C, Lot 13 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block C, Lot 14 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block C, Lot 15 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block C, Lot 16 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block C, Lot 17 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block C, Lot 18 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block C, Lot 19 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block C, Lot 20 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block C, Lot 21 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block C, Lot 22 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block C, Lot 23 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block C, Lot 24 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block C, Lot 25 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block C, Lot 26 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block C, Lot 27 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 2 | Block C, Lot 28 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block D, Lot 1 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block D, Lot 2 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block D, Lot 3 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block D, Lot 4 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block D, Lot 5 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block D, Lot 6 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block D, Lot 7 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block D, Lot 8 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block D, Lot 9 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block D, Lot 10 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block D, Lot 11 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block D, Lot 12 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block D, Lot 13 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block D, Lot 14 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block D, Lot 15 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block D, Lot 16 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block D, Lot 17 | 1 | 11,630.48 | 117.42 |

| Property ID | Plat | Lot & Block | Lot Type | Improvement Area #1 | |
|---|---|---|---|---|---|
| | | | | Outstanding Assessment | Annual Installment Due 1/31/2022 |
| | Manor Heights - Phase 1, Section 1 | Block D, Lot 18 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block D, Lot 19 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block D, Lot 20 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block D, Lot 21 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block D, Lot 22 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block D, Lot 23 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block D, Lot 24 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block E, Lot 1 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block E, Lot 2 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block E, Lot 3 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block E, Lot 4 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block E, Lot 5 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block E, Lot 6 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block E, Lot 7 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block E, Lot 8 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block E, Lot 9 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block E, Lot 10 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block E, Lot 11 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block E, Lot 12 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block E, Lot 13 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block E, Lot 14 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block E, Lot 15 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block E, Lot 16 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block E, Lot 17 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block E, Lot 18 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block E, Lot 19 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block E, Lot 20 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block E, Lot 21 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block E, Lot 22 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block E, Lot 23 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block E, Lot 24 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block E, Lot 25 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block E, Lot 26 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block E, Lot 27 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block E, Lot 28 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block E, Lot 29 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block E, Lot 30 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block E, Lot 31 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block E, Lot 32 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block E, Lot 33 | 1 | 11,630.48 | 117.42 |

| Property ID | Plat | Lot & Block | Lot Type | Improvement Area #1 Outstanding Assessment | Improvement Area #1 Annual Installment Due 1/31/2022 |
|---|---|---|---|---|---|
| | Manor Heights - Phase 1, Section 1 | Block E, Lot 34 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block F, Lot 1 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block F, Lot 2 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block F, Lot 3 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block F, Lot 4 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block F, Lot 5 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block F, Lot 6 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block F, Lot 7 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block F, Lot 8 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block F, Lot 9 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block F, Lot 10 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block F, Lot 11 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block F, Lot 12 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block F, Lot 13 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block F, Lot 14 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block F, Lot 15 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block F, Lot 16 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block F, Lot 17 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block F, Lot 18 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block F, Lot 19 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block F, Lot 20 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block F, Lot 21 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block F, Lot 22 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block F, Lot 23 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block F, Lot 24 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block F, Lot 25 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block F, Lot 26 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block F, Lot 27 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block F, Lot 28 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block F, Lot 29 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block F, Lot 30 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block F, Lot 31 | 1 | 11,630.48 | 117.42 |
| | Manor Heights - Phase 1, Section 1 | Block F, Lot 32 | 1 | 11,630.48 | 117.42 |
| **Total** | | | | **$ 3,070,446.48** | **$ 30,998.47** |

*Note: For billing purposes only, until a plat has been recorded within the Improvement Area #1 Initial Parcel, the Annual Installment will be billed to each Tax Parcel within the Improvement Area #1 Initial Parcel based on the acreage of the Tax Parcel as calculated by the Travis Central Appraisal District.*

# EXHIBIT G – IMPROVEMENT AREA #1 ANNUAL INSTALLMENTS

| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs | Additional Interest | Capitalized Interest | Total Annual Installment |
|---|---|---|---|---|---|---|
| 2021 | $ - | $ 41,451.03 | $ - | $ - | $ (41,451.03) | $ - |
| 2022 | - | 138,170.09 | 15,646.24 | 15,352.23 | (138,170.09) | 30,998.47 |
| 2023 | 53,688.07 | 138,170.09 | 15,959.16 | 15,352.23 | - | 223,169.56 |
| 2024 | 56,244.65 | 135,754.13 | 16,278.35 | 15,083.79 | - | 223,360.92 |
| 2025 | 58,801.22 | 133,223.12 | 16,603.91 | 14,802.57 | - | 223,430.82 |
| 2026 | 61,357.80 | 130,577.06 | 16,935.99 | 14,508.56 | - | 223,379.42 |
| 2027 | 63,914.37 | 127,815.96 | 17,274.71 | 14,201.77 | - | 223,206.82 |
| 2028 | 66,470.95 | 124,939.82 | 17,620.21 | 13,882.20 | - | 222,913.17 |
| 2029 | 69,027.52 | 121,948.62 | 17,972.61 | 13,549.85 | - | 222,498.60 |
| 2030 | 71,584.10 | 118,842.39 | 18,332.06 | 13,204.71 | - | 221,963.25 |
| 2031 | 76,697.25 | 115,621.10 | 18,698.70 | 12,846.79 | - | 223,863.84 |
| 2032 | 79,253.82 | 112,169.72 | 19,072.68 | 12,463.30 | - | 222,959.53 |
| 2033 | 81,810.40 | 108,603.30 | 19,454.13 | 12,067.03 | - | 221,934.86 |
| 2034 | 86,923.55 | 104,921.83 | 19,843.21 | 11,657.98 | - | 223,346.58 |
| 2035 | 89,480.12 | 101,010.28 | 20,240.08 | 11,223.36 | - | 221,953.84 |
| 2036 | 94,593.27 | 96,983.67 | 20,644.88 | 10,775.96 | - | 222,997.78 |
| 2037 | 99,706.42 | 92,726.97 | 21,057.78 | 10,303.00 | - | 223,794.17 |
| 2038 | 102,263.00 | 88,240.18 | 21,478.93 | 9,804.46 | - | 221,786.58 |
| 2039 | 107,376.15 | 83,638.35 | 21,908.51 | 9,293.15 | - | 222,216.16 |
| 2040 | 112,489.30 | 78,806.42 | 22,346.68 | 8,756.27 | - | 222,398.67 |
| 2041 | 117,602.45 | 73,744.40 | 22,793.62 | 8,193.82 | - | 222,334.29 |
| 2042 | 122,715.60 | 68,452.29 | 23,249.49 | 7,605.81 | - | 222,023.19 |
| 2043 | 127,828.75 | 62,930.09 | 23,714.48 | 6,992.23 | - | 221,465.55 |
| 2044 | 135,498.47 | 57,177.80 | 24,188.77 | 6,353.09 | - | 223,218.12 |
| 2045 | 140,611.62 | 51,080.37 | 24,672.54 | 5,675.60 | - | 222,040.13 |
| 2046 | 148,281.35 | 44,752.84 | 25,165.99 | 4,972.54 | - | 223,172.72 |
| 2047 | 153,394.50 | 38,080.18 | 25,669.31 | 4,231.13 | - | 221,375.12 |
| 2048 | 161,064.22 | 31,177.43 | 26,182.70 | 3,464.16 | - | 221,888.51 |
| 2049 | 168,733.94 | 23,929.54 | 26,706.35 | 2,658.84 | - | 222,028.68 |
| 2050 | 176,403.67 | 16,336.51 | 27,240.48 | 1,815.17 | - | 221,795.83 |
| 2051 | 186,629.97 | 8,398.35 | 27,785.29 | 933.15 | - | 223,746.76 |
| **Total** | **$ 3,070,446.48** | **$ 2,669,673.96** | **$ 634,737.84** | **$ 292,024.77** | **$ (179,621.12)** | **$ 6,487,261.94** |

[a] Interest is calculated at a 4.50% rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

# EXHIBIT H – IMPROVEMENT AREA #2 ASSESSMENT ROLL

| | | Improvement Area #2 | |
|---|---|---|---|
| Parcel ID | Legal Description | Outstanding Assessment | Annual Installment Due 1/31/2022 |
| 248146 | Improvement Area #2 Initial Parcel | $ 732,948.00 | $ 7,399.66 |
| 902644 | Improvement Area #2 Initial Parcel | $ 2,201,605.51 | $ 22,226.87 |
| **Total** | | **$ 2,934,553.52** | **$ 29,626.53** |

*Note: For billing purposes only, until a plat has been recorded within the Improvement Area #2 Initial Parcel, the Annual Installment will be billed to each Tax Parcel within the Improvement Area #2 Initial Parcel based on the acreage of the Tax Parcel as calculated by the Travis Central Appraisal District.*

# EXHIBIT I – IMPROVEMENT AREA #2 ANNUAL INSTALLMENT

| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs | Additional Interest | Capitalized Interest | Total Annual Installment |
|---|---|---|---|---|---|---|
| 2021 | $ - | $ 39,616.47 | $ - | $ - | $ (39,616.47) | $ - |
| 2022 | - | 132,054.91 | 14,953.76 | 14,672.77 | (132,054.91) | 29,626.53 |
| 2023 | 51,311.93 | 132,054.91 | 15,252.84 | 14,672.77 | - | 213,292.44 |
| 2024 | 53,755.35 | 129,745.87 | 15,557.89 | 14,416.21 | - | 213,475.32 |
| 2025 | 56,198.78 | 127,326.88 | 15,869.05 | 14,147.43 | - | 213,542.14 |
| 2026 | 58,642.20 | 124,797.94 | 16,186.43 | 13,866.44 | - | 213,493.01 |
| 2027 | 61,085.63 | 122,159.04 | 16,510.16 | 13,573.23 | - | 213,328.05 |
| 2028 | 63,529.05 | 119,410.18 | 16,840.36 | 13,267.80 | - | 213,047.40 |
| 2029 | 65,972.48 | 116,551.38 | 17,177.17 | 12,950.15 | - | 212,651.18 |
| 2030 | 68,415.90 | 113,582.61 | 17,520.71 | 12,620.29 | - | 212,139.52 |
| 2031 | 73,302.75 | 110,503.90 | 17,871.13 | 12,278.21 | - | 213,955.99 |
| 2032 | 75,746.18 | 107,205.28 | 18,228.55 | 11,911.70 | - | 213,091.70 |
| 2033 | 78,189.60 | 103,796.70 | 18,593.12 | 11,532.97 | - | 212,112.39 |
| 2034 | 83,076.45 | 100,278.17 | 18,964.99 | 11,142.02 | - | 213,461.62 |
| 2035 | 85,519.88 | 96,539.72 | 19,344.28 | 10,726.64 | - | 212,130.52 |
| 2036 | 90,406.73 | 92,691.33 | 19,731.17 | 10,299.04 | - | 213,128.27 |
| 2037 | 95,293.58 | 88,623.03 | 20,125.79 | 9,847.00 | - | 213,889.40 |
| 2038 | 97,737.00 | 84,334.82 | 20,528.31 | 9,370.54 | - | 211,970.66 |
| 2039 | 102,623.85 | 79,936.65 | 20,938.88 | 8,881.85 | - | 212,381.23 |
| 2040 | 107,510.70 | 75,318.58 | 21,357.65 | 8,368.73 | - | 212,555.67 |
| 2041 | 112,397.55 | 70,480.60 | 21,784.81 | 7,831.18 | - | 212,494.13 |
| 2042 | 117,284.40 | 65,422.71 | 22,220.50 | 7,269.19 | - | 212,196.80 |
| 2043 | 122,171.25 | 60,144.91 | 22,664.91 | 6,682.77 | - | 211,663.84 |
| 2044 | 129,501.53 | 54,647.20 | 23,118.21 | 6,071.91 | - | 213,338.85 |
| 2045 | 134,388.38 | 48,819.63 | 23,580.58 | 5,424.40 | - | 212,212.99 |
| 2046 | 141,718.65 | 42,772.16 | 24,052.19 | 4,752.46 | - | 213,295.46 |
| 2047 | 146,605.50 | 36,394.82 | 24,533.23 | 4,043.87 | - | 211,577.42 |
| 2048 | 153,935.78 | 29,797.57 | 25,023.90 | 3,310.84 | - | 212,068.08 |
| 2049 | 161,266.06 | 22,870.46 | 25,524.37 | 2,541.16 | - | 212,202.05 |
| 2050 | 168,596.33 | 15,613.49 | 26,034.86 | 1,734.83 | - | 211,979.51 |
| 2051 | 178,370.03 | 8,026.65 | 26,555.56 | 891.85 | - | 213,844.09 |
| **Total** | **$ 2,934,553.52** | **$ 2,551,518.54** | **$ 606,645.38** | **$ 279,100.23** | **$ (171,671.38)** | **$ 6,200,146.28** |

[a] Interest is calculated at a 4.50% rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

# EXHIBIT J – MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

| | | Major Improvement Area | |
|---|---|---|---|
| Parcel ID | Legal Description | Outstanding Assessment | Annual Installment Due 1/31/2022 |
| 248072 | Major Improvement Area Initial Parcel | $ 1,696,907.14 | $ 15,808.28 |
| 248122 | Major Improvement Area Initial Parcel | 1,447,037.94 | 13,480.52 |
| 477399 | Major Improvement Area Initial Parcel | 525,863.99 | 4,898.92 |
| 704716 | Major Improvement Area Initial Parcel | 385,813.77 | 3,594.22 |
| 816122 | Major Improvement Area Initial Parcel | 51,232.12 | 477.28 |
| 236952 | Major Improvement Area Initial Parcel | 650,303.85 | 6,058.19 |
| 248120 | Major Improvement Area Initial Parcel | 1,889,902.64 | 17,606.22 |
| 248146 | Major Improvement Area Initial Parcel | 442,938.55 | 4,126.39 |
| **Total** | | **$ 7,090,000.00** | **$ 66,050.00** |

*Note: For billing purposes only, until a plat has been recorded within the Major Improvement Area Initial Parcel, the Annual Installment will be billed to each Tax Parcel within the Major Improvement Area Initial Parcel based on the acreage of the Tax Parcel as calculated by the Travis Central Appraisal District.*

# EXHIBIT K – MAJOR IMPROVEMENT AREA ANNUAL INSTALLMENTS

| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs | Additional Interest | Capitalized Interest | Total Annual Installment |
|---|---|---|---|---|---|---|
| 2021 | $ - | $ 133,232.92 | $ - | | $ (133,232.92) | $ - |
| 2022 | - | 389,950.00 | 30,600.00 | 35,450.00 | (389,950.00) | 66,050.00 |
| 2023 | 105,000.00 | 389,950.00 | 31,212.00 | 35,450.00 | - | 561,612.00 |
| 2024 | 110,000.00 | 384,175.00 | 31,836.24 | 34,925.00 | - | 560,936.24 |
| 2025 | 115,000.00 | 378,125.00 | 32,472.96 | 34,375.00 | - | 559,972.96 |
| 2026 | 120,000.00 | 371,800.00 | 33,122.42 | 33,800.00 | - | 558,722.42 |
| 2027 | 130,000.00 | 365,200.00 | 33,784.87 | 33,200.00 | - | 562,184.87 |
| 2028 | 135,000.00 | 358,050.00 | 34,460.57 | 32,550.00 | - | 560,060.57 |
| 2029 | 145,000.00 | 350,625.00 | 35,149.78 | 31,875.00 | - | 562,649.78 |
| 2030 | 150,000.00 | 342,650.00 | 35,852.78 | 31,150.00 | - | 559,652.78 |
| 2031 | 160,000.00 | 334,400.00 | 36,569.83 | 30,400.00 | - | 561,369.83 |
| 2032 | 170,000.00 | 325,600.00 | 37,301.23 | 29,600.00 | - | 562,501.23 |
| 2033 | 175,000.00 | 316,250.00 | 38,047.25 | 28,750.00 | - | 558,047.25 |
| 2034 | 185,000.00 | 306,625.00 | 38,808.20 | 27,875.00 | - | 558,308.20 |
| 2035 | 195,000.00 | 296,450.00 | 39,584.36 | 26,950.00 | - | 557,984.36 |
| 2036 | 210,000.00 | 285,725.00 | 40,376.05 | 25,975.00 | - | 562,076.05 |
| 2037 | 220,000.00 | 274,175.00 | 41,183.57 | 24,925.00 | - | 560,283.57 |
| 2038 | 230,000.00 | 262,075.00 | 42,007.24 | 23,825.00 | - | 557,907.24 |
| 2039 | 245,000.00 | 249,425.00 | 42,847.39 | 22,675.00 | - | 559,947.39 |
| 2040 | 260,000.00 | 235,950.00 | 43,704.34 | 21,450.00 | - | 561,104.34 |
| 2041 | 275,000.00 | 221,650.00 | 44,578.42 | 20,150.00 | - | 561,378.42 |
| 2042 | 290,000.00 | 206,525.00 | 45,469.99 | 18,775.00 | - | 560,769.99 |
| 2043 | 305,000.00 | 190,575.00 | 46,379.39 | 17,325.00 | - | 559,279.39 |
| 2044 | 325,000.00 | 173,800.00 | 47,306.98 | 15,800.00 | - | 561,906.98 |
| 2045 | 340,000.00 | 155,925.00 | 48,253.12 | 14,175.00 | - | 558,353.12 |
| 2046 | 360,000.00 | 137,225.00 | 49,218.18 | 12,475.00 | - | 558,918.18 |
| 2047 | 380,000.00 | 117,425.00 | 50,202.54 | 10,675.00 | - | 558,302.54 |
| 2048 | 405,000.00 | 96,525.00 | 51,206.59 | 8,775.00 | - | 561,506.59 |
| 2049 | 425,000.00 | 74,250.00 | 52,230.73 | 6,750.00 | - | 558,230.73 |
| 2050 | 450,000.00 | 50,875.00 | 53,275.34 | 4,625.00 | - | 558,775.34 |
| 2051 | 475,000.00 | 26,125.00 | 54,340.85 | 2,375.00 | - | 557,840.85 |
| **Total** | **$ 7,090,000.00** | **$ 7,801,332.92** | **$ 1,241,383.22** | **$ 697,100.00** | **$ (523,182.92)** | **$ 16,306,633.22** |

[a] Interest is calculated at a 5.50% rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

# EXHIBIT L-1 – LOT TYPE 1 ANNUAL INSTALLMENTS

| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs | Additional Interest | Capitalized Interest | Total Annual Installment |
|---|---|---|---|---|---|---|
| 2021 | $ - | $ 157.01 | $ - | $ - | $ (157.01) | $ - |
| 2022 | - | 523.37 | 59.27 | 58.15 | (523.37) | 117.42 |
| 2023 | 203.36 | 523.37 | 60.45 | 58.15 | - | 845.34 |
| 2024 | 213.05 | 514.22 | 61.66 | 57.14 | - | 846.06 |
| 2025 | 222.73 | 504.63 | 62.89 | 56.07 | - | 846.33 |
| 2026 | 232.42 | 494.61 | 64.15 | 54.96 | - | 846.13 |
| 2027 | 242.10 | 484.15 | 65.43 | 53.79 | - | 845.48 |
| 2028 | 251.78 | 473.26 | 66.74 | 52.58 | - | 844.37 |
| 2029 | 261.47 | 461.93 | 68.08 | 51.33 | - | 842.80 |
| 2030 | 271.15 | 450.16 | 69.44 | 50.02 | - | 840.77 |
| 2031 | 290.52 | 437.96 | 70.83 | 48.66 | - | 847.97 |
| 2032 | 300.20 | 424.89 | 72.24 | 47.21 | - | 844.54 |
| 2033 | 309.89 | 411.38 | 73.69 | 45.71 | - | 840.66 |
| 2034 | 329.26 | 397.43 | 75.16 | 44.16 | - | 846.01 |
| 2035 | 338.94 | 382.61 | 76.67 | 42.51 | - | 840.73 |
| 2036 | 358.31 | 367.36 | 78.20 | 40.82 | - | 844.69 |
| 2037 | 377.68 | 351.24 | 79.76 | 39.03 | - | 847.71 |
| 2038 | 387.36 | 334.24 | 81.36 | 37.14 | - | 840.10 |
| 2039 | 406.73 | 316.81 | 82.99 | 35.20 | - | 841.73 |
| 2040 | 426.10 | 298.51 | 84.65 | 33.17 | - | 842.42 |
| 2041 | 445.46 | 279.33 | 86.34 | 31.04 | - | 842.18 |
| 2042 | 464.83 | 259.29 | 88.07 | 28.81 | - | 841.00 |
| 2043 | 484.20 | 238.37 | 89.83 | 26.49 | - | 838.88 |
| 2044 | 513.25 | 216.58 | 91.62 | 24.06 | - | 845.52 |
| 2045 | 532.62 | 193.49 | 93.46 | 21.50 | - | 841.06 |
| 2046 | 561.67 | 169.52 | 95.33 | 18.84 | - | 845.35 |
| 2047 | 581.04 | 144.24 | 97.23 | 16.03 | - | 838.54 |
| 2048 | 610.09 | 118.10 | 99.18 | 13.12 | - | 840.49 |
| 2049 | 639.14 | 90.64 | 101.16 | 10.07 | - | 841.02 |
| 2050 | 668.20 | 61.88 | 103.18 | 6.88 | - | 840.14 |
| 2051 | 706.93 | 31.81 | 105.25 | 3.53 | - | 847.53 |
| **Total** | **$ 11,630.48** | **$ 10,112.40** | **$ 2,404.31** | **$ 1,106.15** | **$ (680.38)** | **$ 24,572.96** |

[a] Interest is calculated at a 4.50% rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

# EXHIBIT L-2 – LOT TYPE 2 ANNUAL INSTALLMENTS

| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs | Additional Interest | Capitalized Interest | Total Annual Installment |
|---|---|---|---|---|---|---|
| 2021 | $ - | $ 157.01 | $ - | $ - | $ (157.01) | $ - |
| 2022 | - | 523.37 | 59.27 | 58.15 | (523.37) | 117.42 |
| 2023 | 203.36 | 523.37 | 60.45 | 58.15 | - | 845.34 |
| 2024 | 213.05 | 514.22 | 61.66 | 57.14 | - | 846.06 |
| 2025 | 222.73 | 504.63 | 62.89 | 56.07 | - | 846.33 |
| 2026 | 232.42 | 494.61 | 64.15 | 54.96 | - | 846.13 |
| 2027 | 242.10 | 484.15 | 65.43 | 53.79 | - | 845.48 |
| 2028 | 251.78 | 473.26 | 66.74 | 52.58 | - | 844.37 |
| 2029 | 261.47 | 461.93 | 68.08 | 51.33 | - | 842.80 |
| 2030 | 271.15 | 450.16 | 69.44 | 50.02 | - | 840.77 |
| 2031 | 290.52 | 437.96 | 70.83 | 48.66 | - | 847.97 |
| 2032 | 300.20 | 424.89 | 72.24 | 47.21 | - | 844.54 |
| 2033 | 309.89 | 411.38 | 73.69 | 45.71 | - | 840.66 |
| 2034 | 329.26 | 397.43 | 75.16 | 44.16 | - | 846.01 |
| 2035 | 338.94 | 382.61 | 76.67 | 42.51 | - | 840.73 |
| 2036 | 358.31 | 367.36 | 78.20 | 40.82 | - | 844.69 |
| 2037 | 377.68 | 351.24 | 79.76 | 39.03 | - | 847.71 |
| 2038 | 387.36 | 334.24 | 81.36 | 37.14 | - | 840.10 |
| 2039 | 406.73 | 316.81 | 82.99 | 35.20 | - | 841.73 |
| 2040 | 426.10 | 298.51 | 84.65 | 33.17 | - | 842.42 |
| 2041 | 445.46 | 279.33 | 86.34 | 31.04 | - | 842.18 |
| 2042 | 464.83 | 259.29 | 88.07 | 28.81 | - | 841.00 |
| 2043 | 484.20 | 238.37 | 89.83 | 26.49 | - | 838.88 |
| 2044 | 513.25 | 216.58 | 91.62 | 24.06 | - | 845.52 |
| 2045 | 532.62 | 193.49 | 93.46 | 21.50 | - | 841.06 |
| 2046 | 561.67 | 169.52 | 95.33 | 18.84 | - | 845.35 |
| 2047 | 581.04 | 144.24 | 97.23 | 16.03 | - | 838.54 |
| 2048 | 610.09 | 118.10 | 99.18 | 13.12 | - | 840.49 |
| 2049 | 639.14 | 90.64 | 101.16 | 10.07 | - | 841.02 |
| 2050 | 668.20 | 61.88 | 103.18 | 6.88 | - | 840.14 |
| 2051 | 706.93 | 31.81 | 105.25 | 3.53 | - | 847.53 |
| **Total** | **$ 11,630.48** | **$ 10,112.40** | **$ 2,404.31** | **$ 1,106.15** | **$ (680.38)** | **$ 24,572.96** |

[a] Interest is calculated at a 4.50% rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

# EXHIBIT L-3 – LOT TYPE 3 ANNUAL INSTALLMENTS

| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs | Additional Interest | Capitalized Interest | Total Annual Installment |
|---|---|---|---|---|---|---|
| 2021 | $ - | $ 159.77 | $ - | $ - | $ (159.77) | $ - |
| 2022 | - | 532.55 | 60.31 | 59.17 | (532.55) | 119.48 |
| 2023 | 206.93 | 532.55 | 61.51 | 59.17 | - | 860.17 |
| 2024 | 216.79 | 523.24 | 62.74 | 58.14 | - | 860.91 |
| 2025 | 226.64 | 513.49 | 64.00 | 57.05 | - | 861.18 |
| 2026 | 236.49 | 503.29 | 65.28 | 55.92 | - | 860.98 |
| 2027 | 246.35 | 492.65 | 66.58 | 54.74 | - | 860.31 |
| 2028 | 256.20 | 481.56 | 67.91 | 53.51 | - | 859.18 |
| 2029 | 266.06 | 470.03 | 69.27 | 52.23 | - | 857.58 |
| 2030 | 275.91 | 458.06 | 70.66 | 50.90 | - | 855.52 |
| 2031 | 295.62 | 445.64 | 72.07 | 49.52 | - | 862.85 |
| 2032 | 305.47 | 432.34 | 73.51 | 48.04 | - | 859.36 |
| 2033 | 315.32 | 418.59 | 74.98 | 46.51 | - | 855.41 |
| 2034 | 335.03 | 404.40 | 76.48 | 44.93 | - | 860.85 |
| 2035 | 344.89 | 389.33 | 78.01 | 43.26 | - | 855.48 |
| 2036 | 364.59 | 373.81 | 79.57 | 41.53 | - | 859.51 |
| 2037 | 384.30 | 357.40 | 81.16 | 39.71 | - | 862.58 |
| 2038 | 394.16 | 340.11 | 82.79 | 37.79 | - | 854.84 |
| 2039 | 413.86 | 322.37 | 84.44 | 35.82 | - | 856.50 |
| 2040 | 433.57 | 303.75 | 86.13 | 33.75 | - | 857.20 |
| 2041 | 453.28 | 284.24 | 87.85 | 31.58 | - | 856.95 |
| 2042 | 472.99 | 263.84 | 89.61 | 29.32 | - | 855.75 |
| 2043 | 492.69 | 242.55 | 91.40 | 26.95 | - | 853.60 |
| 2044 | 522.26 | 220.38 | 93.23 | 24.49 | - | 860.36 |
| 2045 | 541.96 | 196.88 | 95.10 | 21.88 | - | 855.82 |
| 2046 | 571.53 | 172.49 | 97.00 | 19.17 | - | 860.18 |
| 2047 | 591.23 | 146.77 | 98.94 | 16.31 | - | 853.25 |
| 2048 | 620.80 | 120.17 | 100.92 | 13.35 | - | 855.23 |
| 2049 | 650.36 | 92.23 | 102.94 | 10.25 | - | 855.77 |
| 2050 | 679.92 | 62.97 | 104.99 | 7.00 | - | 854.87 |
| 2051 | 719.33 | 32.37 | 107.09 | 3.60 | - | 862.39 |
| **Total** | **$ 11,834.52** | **$ 10,289.81** | **$ 2,446.49** | **$ 1,125.56** | **$ (692.32)** | **$ 25,004.07** |

[a] Interest is calculated at a 4.50% rate.

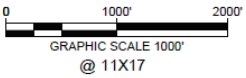
*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

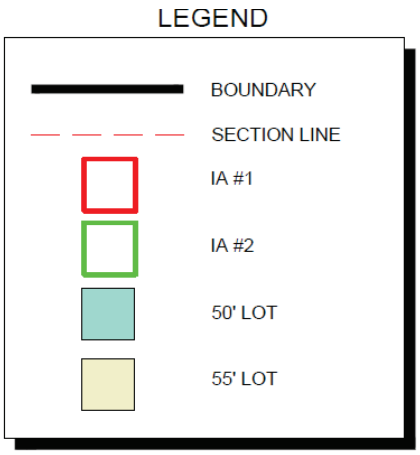
# EXHIBIT M – MAXIMUM ASSESSMENT PER LOT TYPE

| Lot Type | Units | Total Assessment | Maximum Assessment |
|---|---|---|---|
| 1 | 264 | $ 3,070,446.48 | $11,630.48 per Unit |
| 2 | 176 | 2,046,964.32 | $11,630.48 per Unit |
| 3 | 75 | 887,589.19 | $11,834.52 per Unit |
| **Total** | | **$ 6,005,000.00** | |

# EXHIBIT N – LOT TYPE CLASSIFICATION MAP




| Manor Heights Improvement Areas | | | |
|---|---|---|---|
| | IA #1 | IA #2 | Overall |
| Lot Width | Lot Count | Lot Count | Lot Count |
| 50' | 264 | 176 | 440 |
| 55' | 0 | 75 | 75 |
| **Total Lots** | **264** | **251** | 515 |

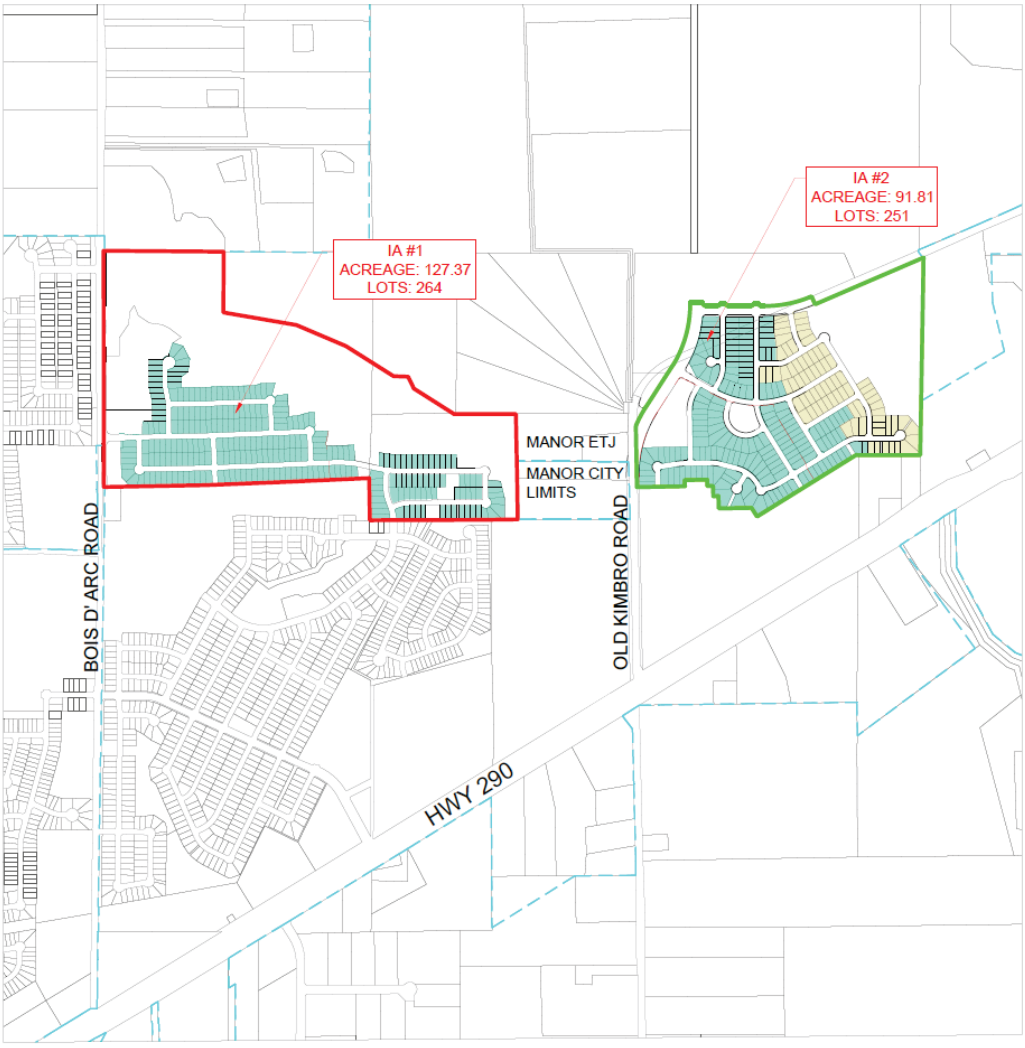



EXHIBIT N -LOT TYPE CLASSIFICATION

MANOR, TEXAS
FEBRUARY 2021

Kimley»Horn
10814 Jollyville
Building 4, Suite 200
Austin, Texas 78759
512-718-1771
State of Texas Registration No. F-928

# EXHIBIT O – MAP OF AUTHORIZED IMPROVEMENTS

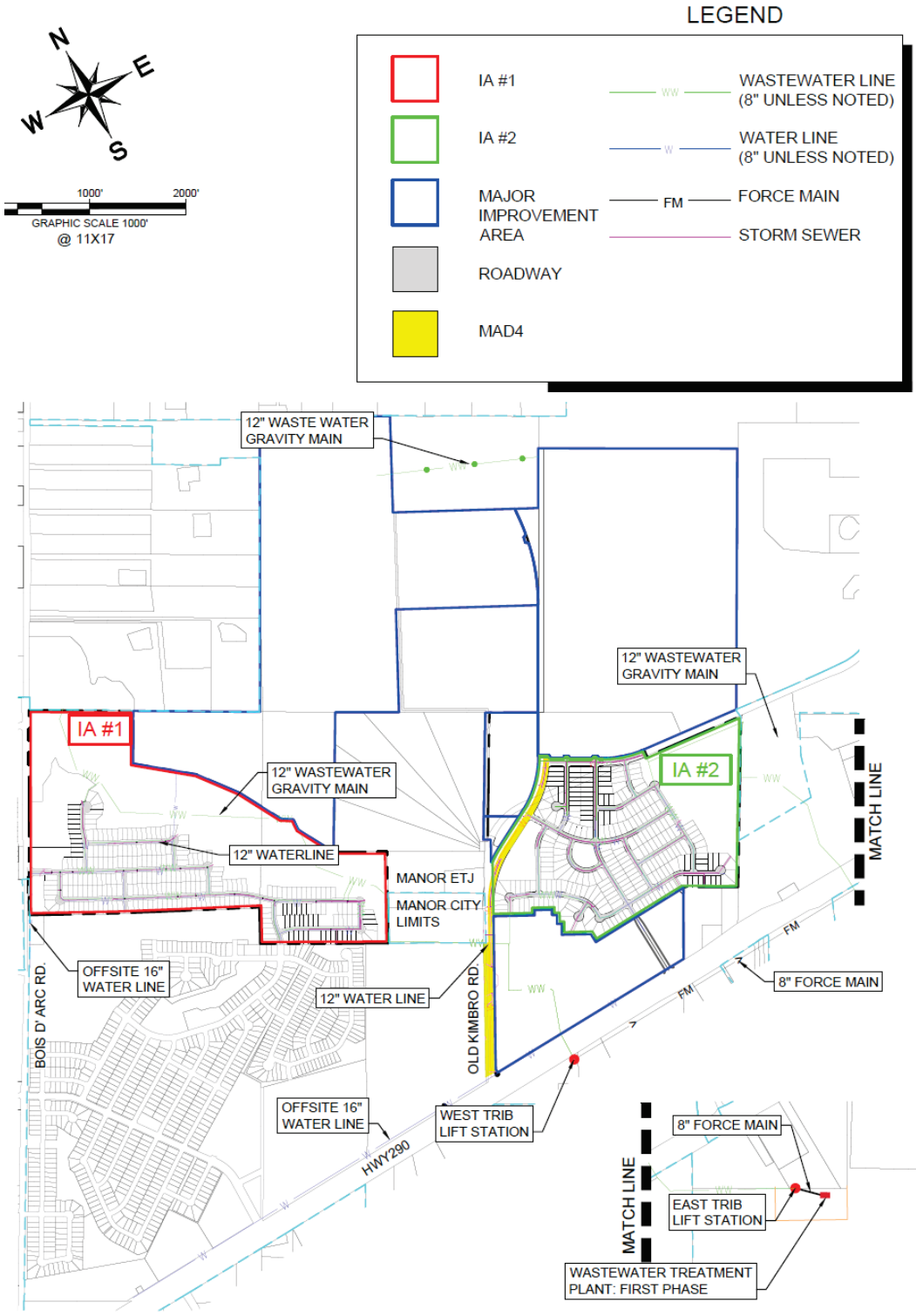



EXHIBIT O - MAP OF AUTHORIZED IMPROVEMENTS

MANOR, TEXAS
FEBRUARY 2021

Kimley»Horn

# EXHIBIT P – NOTICE OF PID ASSESSMENT TERMINATION

P3Works, LLC
9284 Huntington Square, Suite 100
North Richland Hills, TX 76182

[Date]
Travis County Clerk's Office
Honorable [County Clerk Name]
5501 Airport Boulevard
Austin, Texas 78751

**Re:** **City of Manor Lien Release documents for filing**

Dear Ms./Mr. [County Clerk Name],

Enclosed is a lien release that the City of Manor is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents below:

City of Manor
Attn: [City Secretary]
105 E. Eggleston Street
Manor, TX 78653

Please contact me if you have any questions or need additional information.

Sincerely,
[Signature]

P3Works, LLC
P: (817) 393-0353
admin@p3-works.com

**AFTER RECORDING RETURN TO:**

**[City Secretary Name]**
**105 E. Eggleston Street**
**Manor, TX 78653**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

## FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN

| | | |
|---|---|---|
| **STATE OF TEXAS** | **§** | |
| | **§** | **KNOW ALL MEN BY THESE PRESENTS:** |
| **COUNTY OF TRAVIS** | **§** | |

**THIS FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN** (this "Full Release") is executed and delivered as of the Effective Date by the City of Manor, Texas.

### RECITALS

**WHEREAS**, the governing body (hereinafter referred to as the "City Council") of the City of Manor, Texas (hereinafter referred to as the "City "), is authorized by Chapter 372, Texas Local Government Code, as amended (hereinafter referred to as the "Act"), to create public improvement districts within the corporate limits and extraterritorial jurisdiction of the City; and

**WHEREAS**, on or about November 7, 2018, the City Council for the City, approved Resolution No. 2018-10, creating the Manor Heights Public Improvement District; and

**WHEREAS**, the City Council authorized additional land to be added to the boundaries of the District pursuant to Resolution No. 2020-11 adopted by the City Council on October 7, 2020; and

**WHEREAS**, the Manor Heights Public Improvement District consists of approximately 602.9 contiguous acres located within the City; and

**WHEREAS**, on or about _____, the City Council, approved Ordinance No. ____, (hereinafter referred to as the "Assessment Ordinance") approving a service and assessment plan and assessment roll for the Property within the Manor Heights Public Improvement District; and

**WHEREAS**, the Assessment Ordinance imposed an assessment in the amount of $_____ (hereinafter referred to as the "Lien Amount") for the following property:

[legal description], a subdivision in Travis County, Texas, according to the map or plat of record in Document/Instrument No. _____ of the Plat Records of Travis County, Texas (hereinafter referred to as the "Property"); and

**WHEREAS**, the property owners of the Property have paid unto the City the Lien Amount.

**RELEASE**

**NOW THEREFORE**, the City, the owner and holder of the Lien, Instrument No. _____, in the Real Property Records of Travis County, Texas, in the amount of the Lien Amount against the Property releases and discharges, and by these presents does hereby release and discharge, the above-described Property from said lien held by the undersigned securing said indebtedness.

**EXECUTED** to be **EFFECTIVE** this the _____ day of _____, 20__.

**CITY OF MANOR, TEXAS,**

By: _____
[Manager Name], City Manager

**ATTEST:**

_____
[Secretary Name], City Secretary

**STATE OF TEXAS** §
§
**COUNTY OF TRAVIS** §

This instrument was acknowledged before me on the ____ day of _____, 20__, by [Manager Name], City Manager for the City of Manor, Texas, on behalf of said municipality.

_____
Notary Public, State of Texas

# EXHIBIT Q – ESTIMATED BUILDOUT VALUE FOR MAJOR IMPROVEMENT AREA, IMPROVEMENT AREA #1, AND IMPROVEMENT AREA #2

| | Units | | Estimated Buildout Value | Total Buildout Value | % of Estimated Buildout Value |
|---|---|---|---|---|---|
| ***Improvement Area #1*** | | | | | |
| 50' | 264 | lots | $ 285,000 | $ 75,240,000 | |
| | | | | **$ 75,240,000** | **15.61%** |
| ***Improvement Area #2*** | | | | | |
| 50' | 176 | lots | $ 285,000 | $ 50,160,000 | |
| 55' | 75 | lots | $ 290,000 | $ 21,750,000 | |
| | **251** | | | **$ 71,910,000** | **14.92%** |
| ***Major Improvement Area*** | | | | | |
| 50' | 516 | lots | $ 285,000 | $ 147,060,000 | |
| 55' | 75 | lots | $ 290,000 | $ 21,750,000 | |
| 60' | 144 | lots | $ 300,000 | $ 43,200,000 | |
| Condos | 370 | units | $ 204,000 | $ 75,480,000 | |
| Office | 68,999 | SqFt | $ 200 | $ 13,799,800 | |
| Restaurant | 17,250 | SqFt | $ 200 | $ 3,450,000 | |
| Retail | 150,935 | SqFt | $ 200 | $ 30,187,000 | |
| | | | | **$ 334,926,800** | **69.48%** |
| | | | | **$ 482,076,800** | **100.00%** |

# EXHIBIT R – IMPROVEMENT AREA #1-2 BOND DEBT SERVICE SCHEDULE

# EXHIBIT S – MAJOR IMPROVEMENT AREA BOND DEBT SERVICE SCHEDULE

# Exhibit "C-1"

## PROPOSED AUTHORIZED IMPROVEMENTS

### A. Major Improvements

- *Wastewater Treatment Plant Phase 1*

  Improvements designed and constructed in accordance with 30 TAC Chapter 217 Rules with a nominal treatment capacity of 200,000 gallons per day.

- *Roadway*

  Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways part of the MAD4 collector roads. All related earthwork, excavation, erosion control, demolition and paving are included.

- *Kimbro ROW Acquisition*

  Improvements including easements needed for relocating the existing Manville water line conflicting with Old Kimbro Road widening.

- *Soft Costs*

  Estimated to be 15% of above-described hard costs, inclusive of a 4% construction management fee.

### B. Improvement Area #1 Improvements

- *Water*

  Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide water service to each Lot within Improvement Area #1.

- *Wastewater*

  Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide wastewater service to each Lot within Improvement Area #1.

- *Drainage*

  Improvements including trench excavation and embedment, trench safety, reinforced concrete pipe, manholes, storm outfalls, storm drain inlets, testing, related earthwork,

excavation, erosion control and all other necessary appurtenances required to ensure proper drainage of the public roadways within Improvement Area #1.

- *Roadway*

  Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways, testing, handicapped ramps, and street lights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included to provide roads to each Lot within Improvement Area #1.

- *Trails*

  Improvements include approximately 5' wide crushed granite trails along the proposed public parkland to be dedicated to the City.

- *Soft Costs*

  Include costs associated with engineering and design of Improvement Area #1 Improvements including permits, fees and fiscals.

**C. Improvement Area #2 Improvements**

- *Water*

  Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide water service to each Lot within Improvement Area #2.

- *Wastewater*

  Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide wastewater service to each Lot within Improvement Area #2.

- *Drainage*

  Improvements including trench excavation and embedment, trench safety, reinforced concrete pipe, manholes, storm outfalls, storm drain inlets, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to ensure proper drainage of the public roadways within Improvement Area #2.

- *Roadway*

  Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways, testing, handicapped ramps,

and street lights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included to provide roads to each Lot within Improvement Area #2.

- *Soft Costs*

  Include costs associated with engineering and design of Improvement Area #2 Improvements including permits, fees and fiscals.

**Exhibit "D"**
FORM OF CERTIFICATION FOR PAYMENT
[IMPROVEMENT AREA #____][MAJOR IMPROVEMENT AREA]
**(Design – Manor Heights)**

_____ ("Construction Manager") hereby requests payment for the percentage of design costs completed (the "Design Costs") described in Attachment A attached hereto. Capitalized undefined terms shall have the meanings ascribed thereto in the Manor Heights Public Improvement District Financing and Reimbursement Agreement between Forestar (USA) Real Estate Group Inc., a Delaware corporation, and the City of Manor (the "City"), dated as of _____ (the "Finance Agreement"). In connection with this Certification for Payment, the undersigned, in his or her capacity as the _____ of Construction Manager, to his or her knowledge, hereby represents and warrants to the City as follows:

1. He (she) is a duly authorized representative of Construction Manager, qualified to execute this request for payment on behalf of the Construction Manager and knowledgeable as to the matters forth herein.

2. The design work described in Attachment A has been completed in the percentages stated therein.

3. The true and correct Design Costs for which payment is requested is set forth in Attachment A and payment for such requested amounts and purposes has not been subject to any previously submitted request for payment.

4. Attached hereto as Attachment B is a true and correct copy of a bills-paid affidavit evidencing that any contractor or subcontractor having performed design work described in Attachment A has been paid in full for all work completed through the previous Certification for Payment.

5. Attached hereto as Attachment C are invoices, receipts, worksheets, and other evidence of costs which are in sufficient detail to allow the City to verify the Design Costs for which payment is requested.

[Signature Page Follows]

SIGNATURE PAGE TO

FORM OF CERTIFICATION FOR PAYMENT

Date :_____

[Construction Manager Signature Block to be added]

APPROVAL BY THE CITY

The Design described in Attachment A has been reviewed, verified, and approved by the City Construction Representative. Payment of the Design Costs is hereby approved.

Date: _____ **CITY OF MANOR, TEXAS**

By: _____

# ATTACHMENT A TO CERTIFICATION OF PAYMENT (DESIGN)

Jurisdiction Name: Travis County
Bella Fortuna Public Improvement District
Certification of Payment #:
Date:

| Reimbursement Detail | | | | | | Required Documents (Completed By Administrator) | | | Allocation to Project Accounts | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Vendor | Description of Work | Invoice Number | Check Number | Date Paid | Amount | Invoice | Cancelled Check | Lien Release or All Bills Paid Affidavit | Project Category #1 | Project Category #2 | Project Ca |
| | | | | | $ - | | | | $ - | $ - | $ |
| | | | | | $ - | | | | $ - | $ - | $ |
| | | | | | $ - | | | | $ - | $ - | $ |
| | | | | | $ - | | | | $ - | $ - | $ |
| | | | | | $ - | | | | $ - | $ - | $ |
| | | | | | $ - | | | | $ - | $ - | $ |
| | | | | | $ - | | | | $ - | $ - | $ |
| | | | | | $ - | | | | $ - | $ - | $ |
| | | | | | $ - | | | | $ - | $ - | $ |
| | | | | | $ - | | | | $ - | $ - | $ |
| | | | | | $ - | | | | $ - | $ - | $ |
| | | | | | | Total | | (1) | $ - | $ - | $ |
| | | | | | | Original Budget | | (2) | $ - | $ - | $ |
| | | | | | | Budget Revisions | | (3) | $ - | $ - | $ |
| | | | | | | Revised Budget | | (4) = (2) + (3) | $ - | $ - | $ |
| | | | | | | Less: Draws to Date | | (5) | $ - | $ - | $ |
| | | | | | | Less: This Draw | | = (1) | $ - | $ - | $ |
| | | | | | | Remaining Budget | | (6) = (4) - (5) - (1) | $ - | $ - | $ |

# ATTACHMENT B TO CERTIFICATION OF PAYMENT (DESIGN)

[attached – bills paid affidavit]

# ATTACHMENT C TO CERTIFICATION OF PAYMENT (DESIGN)

[attached – receipts]

FORM OF CERTIFICATION FOR PAYMENT
[IMPROVEMENT AREA #____][MAJOR IMPROVEMENT AREA]
**(Construction – Manor Heights)**

_____ ("Construction Manager") hereby requests payment of the Actual Cost of the work described in Attachment A attached hereto (the "Draw Actual Costs"). Capitalized undefined terms shall have the meanings ascribed thereto in the Manor Heights Public Improvement District Financing and Reimbursement Agreement between Forestar (USA) Real Estate Group Inc., a Delaware corporation, and the City of Manor (the "City") dated as of _____. In connection with this Certification for Payment, the undersigned, in his or her capacity as the _____ of Construction Manager, to his or her knowledge, hereby represents and warrants to the City as follows:

1. He (she) is a duly authorized representative of Construction Manager, qualified to execute this request for payment on behalf of the Construction Manager and knowledgeable as to the matters forth herein.

2. The true and correct Draw Actual Costs for which payment is requested is set forth in Attachment A and payment for such requested amounts and purposes has not been subject to any previously submitted request for payment.

3. Attached hereto as Attachment B is a true and correct copy of a bills paid affidavit evidencing that any contractor or subcontractor having performed work on a Segment described in Attachment A has been paid in full for all work completed through the previous Certification for Payment.

4. Attached hereto as Attachment C are invoices, receipts, worksheets and other evidence of costs which are in sufficient detail to allow the City to verify the Draw Actual Costs of each Segment for which payment is requested.

[Signature Page Follows]

SIGNATURE PAGE TO

FORM OF CERTIFICATION FOR PAYMENT

Date :_____ [Construction Manager Signature Block to Be inserted]

JOINDER OF PROJECT ENGINEER

The undersigned Project Engineer joins this Certification for Payment solely for the purposes of certifying that the representations made by Construction Manager in Paragraph 2 above are true and correct in all material respects.

_____

Project Engineer

APPROVAL BY THE CITY

The Draw Actual Costs of each Segment described in Attachment A has been reviewed, verified and approved by the City Construction Representative of the City. Payment of the Draw Actual Costs of each such Segment is hereby approved.

Date: _____

**CITY OF MANOR, TEXAS**

By: _____

# ATTACHMENT A TO CERTIFICATION OF PAYMENT (CONSTRUCTION)

Jurisdiction Name: Travis County
Bella Fortuna Public Improvement District
Certification of Payment #:
Date:

| Reimbursement Detail | | | | | | Required Documents (Completed by Administrator) | | | Allocation to Project Accounts | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Vendor | Description of Work | Invoice Number | Check Number | Date Paid | Amount | Invoice | Cancelled Check | Lien Release or All Bills Paid Affidavit | Project Category #1 | Project Category #2 | Project Category |
| | | | | | $ - | | | | $ - | $ - | $ - |
| | | | | | $ - | | | | $ - | $ - | $ - |
| | | | | | $ - | | | | $ - | $ - | $ - |
| | | | | | $ - | | | | $ - | $ - | $ - |
| | | | | | $ - | | | | $ - | $ - | $ - |
| | | | | | $ - | | | | $ - | $ - | $ - |
| | | | | | $ - | | | | $ - | $ - | $ - |
| | | | | | $ - | | | | $ - | $ - | $ - |
| | | | | | $ - | | | | $ - | $ - | $ - |
| | | | | | $ - | | | | $ - | $ - | $ - |
| | | | | | $ - | | | | $ - | $ - | $ - |
| | | | | | | Total | | (1) | $ - | $ - | $ - |
| | | | | | | Original Budget | | (2) | $ - | $ - | $ - |
| | | | | | | Budget Revisions | | (3) | $ - | $ - | $ - |
| | | | | | | Revised Budget | | (4) = (2) + (3) | $ - | $ - | $ - |
| | | | | | | LESS: Drawn to Date | | (5) | $ - | $ - | $ - |
| | | | | | | LESS: This Draw | | = (1) | $ - | $ - | $ - |
| | | | | | | Remaining Budget | | (6) = (4) - (5) - (1) | $ - | $ - | $ - |

# ATTACHMENT B TO CERTIFICATION OF PAYMENT (CONSTRUCTION)

[bills paid affidavit – attached]

# ATTACHMENT C TO CERTIFICATION OF PAYMENT (CONSTRUCTION)

[receipts – attached]

**Exhibit "E"**

FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is a lawfully authorized representative for FORESTAR (USA) REAL ESTATE GROUP, INC., a Delaware corporation, (the "Owner") and requests payment from the [ ] Costs of Issuance Account of the Project Fund (as defined in the Manor Heights Public Improvement District Financing Agreement between Owner and the City of Manor, Texas (the "City")) from _____ (the "Trustee") in the amount of _____ ($_____) to be transferred from the [_____ Costs of Issuance Account of the Project Fund] upon the delivery of the [_____ Bonds] for costs incurred in the establishment, administration, and operation of the Manor Heights Public Improvement District (the "District"), as follows.

In connection to the above referenced payment, the Owner represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Owner, is qualified to execute this Closing Disbursement Request on behalf of the Owner, and is knowledgeable as to the matters set forth herein.

2. The payment requested for the below referenced establishment, administration, and operation of the District at the time of the delivery of the Bonds has not been the subject of any prior payment request submitted to the City.

3. The amount listed for the below itemized costs is a true and accurate representation of the Actual Costs incurred by Owner with the establishment of the District at the time of the delivery of the Bonds, and such costs are in compliance with the Service and Assessment Plan. The itemized costs are as follows:

***[insert itemized list of costs here]***

TOTAL REQUESTED: $_____

4. The Owner is in compliance with the terms and provisions of the Manor Heights Public Improvement District Financing and Reimbursement Agreement, the Indenture, and the Service and Assessment Plan.

5. All conditions set forth in the Indenture and [the Major Acquisition and Reimbursement Agreement or IA Acquisition and Reimbursement Agreement for _____] for the payment hereby requested have been satisfied.

6. The Owner agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete its review.

**Payments requested hereunder shall be made as directed below:**

[Information regarding Payee, amount, and deposit instructions]

I hereby declare that the above representations and warranties are true and correct.

**FORESTAR (USA) REAL ESTATE GROUP, INC.**
a Delaware corporation

By:_____
Name: _____
Title: _____

## APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Closing Disbursement Request. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request and shall include said payments in the City Certificate submitted to the Trustee directing payments to be made from the [____ ] Costs of Issuance Account upon delivery of the Bonds.

**CITY OF MANOR, TEXAS**

By: _____
Name: _____
Title:_____

**Exhibit "F"**

Intentionally Deleted

**Exhibit "G"**

HOME BUYER DISCLOSURE PROGRAM

1. A Builder[1] for an Assessed Property shall provide each residential homebuyer with the "Notice of Obligation to Pay Public Improvement District Assessment to the City", the form of which is attached hereto as Exhibit "G-1".

2. A Builder for an Assessed Property shall provide evidence of compliance with 1 above, signed by such residential homebuyer, to the City upon receipt of written request by the City or the Builder which sets forth the County's mailing address and other contact information.

3. A Builder for an Assessed Property shall prominently display signage provided by the Owner or the Administrator in the Builder's model homes, if any, located within the Property.

4. If prepared and provided by the City and approved by Owner (such approval not to be unreasonably withheld), a Builder for an Assessed Property shall distribute informational brochures about the existence and effect of the District in prospective homebuyer sales packets.

5. A Builder shall include Assessments in estimated property taxes, if such Builder estimates monthly ownership Actual Costs for prospective homebuyers for an Assessed Property.

6. The Owner must post signage along the main entry/exits located at the boundaries of the District that identifies the area as a public improvement district. All signage shall be clearly visible to all motorists entering and exiting the District.

[1] Builder" means a commercial builder who is in the business of constructing and/or selling residences to individual home buyers.

**Exhibit "G-1"**

**MANOR HEIGHTS PID – LOT TYPE [___]: HOMEBUYER DISCLOSURE**

**NOTICE OF OBLIGATION TO PAY**
**PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS**
**TO THE CITY OF MANOR, TEXAS**

**CONCERNING THE PROPERTY AT:**

_____

**STREET ADDRESS**

**OUTSTANDING PRINCIPAL OF ASSESSMENT FOR AUTHORIZED IMPROVEMENT: $[_____]**

As the purchaser of the real property located at the street address set forth above, you are obligated to pay assessments to Travis County, Texas, for the Actual Costs of a portion of Authorized Improvements (the "**Authorized Improvements**"), undertaken for the benefit of the property within the "Manor Heights Public Improvement District" (the "**District**"), also known as "Manor Heights", created under Subchapter A, Chapter 372, Local Government Code, as amended.

**THE OUTSTANDING PRINCIPAL OF THE ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS [$ ], WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH MAY VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION ACTUAL COSTS, ADMINISTRATIVE ACTUAL COSTS, AND DELINQUENCY ACTUAL COSTS.**

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change**. The exact amount of the annual installments, including the annual installments thereof, will be approved each year by the City Council of the City of Manor, Texas in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor, Texas.

You may ask your mortgage company to include the Annual Installments in your monthly escrow payment.

Your failure to pay any assessment, or any annual installment thereof, may result in penalties and interest being added to what you owe and could result in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate on the date specified below my signature.

**PURCHASER**:

| | | | |
|---|---|---|---|
| By: | _____ | By: | _____ |
| Name: | _____ | Name: | _____ |
| Title: | _____ | Title: | _____ |
| Date: | _____ | Date: | _____ |

STATE OF TEXAS §
§
TRAVIS COUNTY §

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
TRAVIS COUNTY §

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

_____
Notary Public, State of Texas

**PROJECTED ANNUAL INSTALLMENTS – LOT TYPE [___]**

[WILL INSERT SCHEDULE OF PROJECTED ANNUAL INSTALLMENTS ONCE FINALIZED]

Exhibit "H"

COMPLETION AGREEMENT

[See Attached]

# COMPLETION AGREEMENT

THIS COMPLETION AGREEMENT (herein, this "***Agreement***") is made effective [DATE], 2020, by and between **FORESTAR (USA) REAL ESTATE GROUP, INC.**, a Delaware corporation (together with its successors, assigns, the "***Developer***"), and the **CITY OF MANOR, TEXAS** (the "**City**").

## RECITALS

**WHEREAS**, the Developer is the majority owner and developer of lands within the boundary of the Manor Heights Public Improvement District (the "***District***") established by the City, as more particularly described in **Exhibit A** attached hereto and incorporated by referenced herein (the "***Property***");

**WHEREAS**, the Property is subject to that certain *Development Agreement* dated as of November 7, 2018 (as amended, the "***Development Agreement***");

**WHEREAS**, pursuant to the Development Agreement, the City and the Developer have agreed to certain terms relating to the construction and funding of certain infrastructure improvements, including but not limited to the MAD4 Roadway (the "***Designated Improvements***");

**WHEREAS**, the Developer is a wholly-owned subsidiary of Forestar Group Inc. ("***Forestar Group***"), a publicly traded residential lot development company listed on the New York Stock Exchange under the ticker symbol "FOR";

**WHEREAS**, in order to ensure that the Designated Improvements are completed and funding is available in a timely manner to provide for their completion, the Developer has agreed in the Second Amendment to the Development Agreement to enter into this Agreement to provide further assurances to the City that the Designated Improvements will be completed and Developer has the funds to complete the Designated Improvements; and

**NOW, THEREFORE**, based upon the above recitals and other good and valuable consideration, the receipt of which and sufficiency of which is hereby acknowledged, the Developer and the City, agree as follows:

**1. INCORPORATION OF RECITALS; CAPITALIZATION.** The recitals stated above are true and correct and are incorporated by reference as a material part of this Agreement. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Development Agreement.

**2. COMPLETION OF AUTHORIZED IMPROVEMENTS.**

(i) In addition to all of the other terms and conditions set forth in the Development Agreement, in order to assure the completion of the Designated Improvements, the Developer agrees, no later than ten (10) business days after written request of the City, to provide evidence to the City ("***Evidence of Available Funds***") that sufficient funds are available to the Developer to fund the completion of the Designated Improvements. In response to any such request, the

Developer may provide Evidence of Available Funds by timely delivering a letter that directs the City to that portion of Forestar Group's most recent filing with the United States Securities and Exchange Commission (the "***SEC***") stating either that Forestar Group (a) is in compliance with the covenants, limitations and restrictions in its unsecured revolving credit facility, as described in Forestar Group's 2019 Form 10-K annual report filed with the SEC, or (b) maintains cash and equivalents in an amount that equals or exceeds the estimated amount to complete the Designated Improvements.

(ii) The City has no responsibility for and no duty to verify the accuracy of any Evidence of Available Funds submitted pursuant to this Section 2.

**3. DEVELOPER DEFAULT; PROTECTION AGAINST THIRD PARTY INTERFERENCE.**

In the event the Developer does not comply with the terms of this Agreement, the City or its designee shall have the right to seek specific performance from a court of competent jurisdiction in order to ensure the Designated Improvements are completed as soon thereafter as reasonably possible.

**4. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the City and the Developer.

**5. AUTHORIZATION; CONSENT.** The execution of this Agreement has been duly authorized by the City and the Developer, and both the City and the Developer have full power and authority to comply with the terms and provisions of this instrument.

**6. NOTICES.** All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand-delivered by prepaid express overnight courier or messenger service, facsimile or, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested with delivery via email confirming mailing thereof, to the following addresses:

City:

City of Manor
Attn: City Manager
105 East Eggleston Street
Manor, Texas 78653

With copy to:

The Knight Law Firm, LLP
Attn: Paige Saenz
223 West Anderson Lane, Suite A-105
Austin, Texas 78752

Developer:

Forestar (USA) Real Estate Group, Inc.
Attn: John Maberry & Matt Stark
10700 Pecan Park Blvd. Suite 150
Austin, Texas 78750
With a copy to:

Metcalfe Wolff Stuart Williams, LLP
Attn: Talley J. Williams
221 West 6th Street, Suite 1300
Austin, Texas 78701

Except as otherwise provided in this Agreement, any mailed notice sent in the manner provided above shall be deemed received three (3) business days after delivery or mailing. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day shall be deemed received the next business day. If any time for giving notice contained in this Agreement would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom notices are to be sent or copied may notify the other parties and addressees of any changes in name or address to which notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

**7. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the City, and the Developer, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation, other than the City and the Developer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the City and the Developer and their respective representatives, successors, and assigns.

**8. SUCCESSORS.** The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of Developer, and its successors and assigns, subject to Section 15 below.

**9. ASSIGNMENT.** This Agreement may be assigned by Developer to a party who is acquiring all or a majority of the Property owned by Developer provided that the Developer first obtains the prior written approval of the City Council, such consent not to be unreasonably withheld.

**10. CONSTRUCTION OF TERMS; CONFLICT WITH FINANCING AGREEMENT.** Whenever used the singular number shall include the plural, the plural the singular; the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires. To the extent there is a conflict between the terms of this Agreement and the Development Agreement, the Development

Agreement shall control. To the extent there is a conflict between the terms of this Agreement and the PID Financing Agreement to be entered into covering the District, the PID Financing Agreement shall control.

**11. CONTROLLING LAW.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Texas.

**12. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**13. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**14. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**15. COVENANT AND RECORDATION.** The Developer, as the developer and the majority owner of lands within the District at the time of the execution of this Agreement, agrees that the obligations imposed upon it by this Agreement are valid and enforceable and shall be covenants running with the lands described in Exhibit A hereto, creating an obligation and one which is binding upon successor owners and assigns. The Developer shall record this Agreement in the Public Records of Travis County, Texas, against the lands owned by the Developer at the time of execution of this Agreement. Once the Developer has completed all the Designated Improvements pursuant to the terms of this Agreement and the Development Agreement, the Developer shall notify the City, the City shall record, in the public records, a release and satisfaction of its obligations under this Agreement (the "***Completion Agreement Release***"). The form of the Completion Agreement Release is attached hereto as Exhibit B. This Agreement, when recorded, shall be binding upon the Developer and the City and their successors and assigns as permitted by this Agreement and upon the Property; **however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any end-user or unaffiliated homebuilder except for land use and development regulations that apply to such lots**.

**IN WITNESS WHEREOF,** the parties hereto execute this Agreement and further agree that it shall take effect as of the date first above written.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**CITY:**

**CITY OF MANOR, TEXAS**

By: _____
Name: Dr. Larry Wallace JR.
Title: Mayor

STATE OF TEXAS §
§
COUNTY OF Travis §

The foregoing instrument was acknowledged before me this October 21, 2020 by Dr. Larry Wallace JR, as Mayor of the City of Manor, on behalf of the City.

[SEAL]

LLUVIA TIJERINA
Notary Public, State of Texas
Comm. Expires 10-25-2021
Notary ID 11988227

_____
Notary Public
Commission Expires: 10-25-2021

**DEVELOPER:**

**FORESTAR (USA) REAL ESTATE GROUP, INC.**, a Delaware corporation

By: _____
Name: John Maberry
Title: Vice President

STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on October 26, 2022 by John Maberry as Vice President of Forestar (USA) Real Estate Group, Inc., a Delaware corporation, on behalf of said corporation.

THERESE TRAN
Notary Public, State of Texas
Comm. Expires 07-18-2022
Notary ID 131651657

_____
Notary Public, State of Texas

AFTER RECORDING PLEASE RETURN TO:

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

# EXHIBIT A

## METES AND BOUNDS DESCRIPTION OF THE PROPERTY

90.089 ACRES OUT OF THE A.C. CALDWELL SURVEY, ABSTRACT NUMBER 154, TRAVIS COUNTY, TEXAS AND BEING THE TRACTS OF LAND CONVEYED TO RHOF, LLC, A TEXAS LIMITED LIABILITY COMPANY, PER DEED RECORDED AS DOCUMENT NO.2017194263 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

44.0347 ACRES OF LAND LOCATED IN THE A.C. CALDWELL SURVEY, ABSTRACT NUMBER 154, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN CALLED 180.83 ACRES OF LAND CONVEYED TO ALMA JUANITA MEIER, AS DESCRIBED IN VOLUME 11376, PAGE 676, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

267.972 ACRES OF LAND LOCATED IN THE LEMUEL KIMBRO SURVEY, ABSTRACT NUMBER 456 AND THE A.C. CALDWELL SURVEY, ABSTRACT NUMBER 154, TRAVIS COUNTY, TEXAS AND BEING THE SAME 267.972 ACRE TRACT OF LAND CONVEYED TO SKY VILLAGE KIMBRO ESTATES, LLC, AS DESCRIBED IN DOCUMENT NUMBER 2016214460, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

(35.626 AC) LOT 2, J.F. NAGLE ESTATES, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NO. 199900207, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, TOGETHER WITH A NON-EXCLUSIVE 60 FOOT WIDE ACCESS AND PUBLIC UTILITY EASEMENT AS CREATED AND MORE PARTICULARLY DESCRIBED IN THAT DECLARATION OF ACCESS AND PUBLIC UTILITY EASEMENT RECORDED IN DOCUMENT NO. 1999058184, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, BEING THE SAME 35.626 ACRES CONVYED TO SKY VILLAGE KIMBRO ESTATES, LLC, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

3.469 ACRES OF LAND LOCATED IN THE LEMUEL KIMBRO SURVEY, ABSTRACT NUMBER 456, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO SKY VILLAGE KIMBRO ESTATES, LLC, AS RECORDED IN 2017157471 OF THE OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS

157.9603 ACRES OUT OF THE A.C. CALDWELL SURVEY NO.52, ABSTRACT 154 AND THE LEMUEL KIMBRO SURVEY NO.64, ABSTRACT 456, AND BEING THE TRACTS OF LAND CONVEYED TO KIMBRO ROAD ESTATES, LP PER DEED RECORDED AS DOCUMENT NO.201780865 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

**A METES AND BOUNDS**
**DESCRIPTION OF A**
**3.700 ACRE RIGHT-OF-WAY OF LAND**

**BEING** a 3.700 acre (161,158 square feet) tract of land situated in the A.C. Caldwell Survey No. 52, Abstract No. 154, City of Manor, Travis County, Texas; and being a portion of Old Kimbro Road (80 feet wide); and being more particularly described as follows:

**COMMENCING**, at a 1/2-inch iron rod with a plastic cap stamped "KHA" found on the southerly right-of-way line of said Old Kimbro Road marking the northwest corner of a called 51.533 acre tract of land described in instrument to Chau Dinh and Kim Pham recorded in Document No. 2014139510 of the Official Public Records of Travis County, same being the northeast corner of a called 90.0886 acre tract of land described in instrument to RHOF, LLC recorded in Document No. 2017194263 of the Official Public Records of Travis County;

**THENCE**, North 85°48'57" West, 846.55 feet, along the southerly right-of-way line of Old Kimbro Road and the north line of said 90.0886 acre tract to the **POINT OF BEGINNING** of the herein described tract;

**THENCE**, continuing along the southerly right-of-way of said Old Kimbro Road and along the north line of said 90.0886 acre tract the following two (2) courses and distances:

1. North 85°48'57" West, 1629.02 feet to an iron rod with plastic cap stamped "KHA" found for a point of curvature;
2. in a southwesterly direction, along a tangent curve to the left, a central angle of 43°49'58", a radius of 533.10 feet, a chord bearing and distance of South 72°20'04" West, 397.96 feet, and a total arc length of 407.84 feet to a point for corner;

**THENCE**, departing the north line of said 90.0886 acre tract and crossing said Old Kimbro Road the following two (2) courses and distances:

1. North 40°17'42" West, 46.07 feet to a point for corner;
2. North 61°40'04" West, 35.46 feet to a 5/8-iron rod found on the northerly right-of-way line of said Old Kimbro Road marking the southwest corner of a called 157.9603 acre tract of land described in instrument to RHOF, LLC recorded in Document No. 2017190865 of the Official Public Records of Travis County;

**THENCE**, along the northerly right-of-way line of said Old Kimbro Road and along the south line of said 157.9603 acre tract the following three (3) courses and distances:

1. in a northeasterly direction, along a non-tangent curve to the right, a central angle of 36°32'19", a radius of 613.14 feet, a chord bearing and distance of North 68°23'46" East, 384.42 feet, and a total arc length of 391.01 feet to a 1/2-iron rod found for a point for corner;
2. in a northeasterly direction, along a non-tangent curve to the right, a central angle of 7°10'29", a radius of 1407.07 feet, a chord bearing and distance of South 89°23'14" East, 176.08 feet, and a total arc length of 176.20 feet to a concrete monument found for a point of tangency;
3. South 85°54'35" East, 1541.16 feet to a point for corner;

**THENCE**, South 4°11'03" West, 80.00 feet departing the south line of said 157.9603 acre tract and crossing said Old Kimbro Road to the **POINT OF BEGINNING**, and containing 3.700 acres of right-of-way in Travis County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD'83). All distances are on the surface and shown in U.S. Survey Feet. To convert grid distances to grid, apply the combined SURFACE to GRID scale factor of 0.99992097045. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

STATE OF TEXAS
REGISTERED
ABEL P. STENDAHL
6754
PROFESSIONAL
LAND SURVEYOR

ABEL P. STENDAHL
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6754
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
abel.stendahl@kimley-horn.com

**EXHIBIT OF A 3.700 ACRE RIGHT-OF-WAY TO BE RELEASED**
A.A. CALDWELL SURVEY NO.52,
ABSTRACT NO. 154
TRAVIS COUNTY, TEXAS

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

| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|---|---|---|---|---|---|
| N/A | DJG | APS | 9/3/2020 | 069255703 | 1 OF 2 |

STENDAHL, ABEL 9/3/2020 10:57 AM K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255703-MANOR HTS PHASE 2\DWG\EXHIBITS\3.700AC RIGHT OF WAY RELEASE.DWG

# EXHIBIT B

## COMPLETION AGREEMENT RELEASE

The **CITY OF MANOR, TEXAS** (the "***City***"), hereby acknowledges receipt of notification of the completion of the Designated Improvements in accordance with Sections _ and _ of the Completion Agreement (the "***Completion Agreement***") by and between the City and **FORESTAR (USA) REAL ESTATE GROUP, INC.**, a Delaware corporation (the "***Developer***").

The Completion Agreement was recorded in the Public Records of Travis County, Texas under Instrument No. _____ against the real property more particularly described therein and incorporated by referenced herein.

Developer and its successors and assigns shall have no further obligations, duties or liabilities under the Completion Agreement, the City hereby releases, waives and forever discharges the Developer from all obligations, duties or liabilities of whatever nature arising under or in connection with the Completion Agreement.

**[SIGNATURE PAGE FOLLOWS]**

**CITY:**

**CITY OF MANOR, TEXAS**

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____, 20__, by _____, as _____ of the City of Manor, on behalf of the City.

[SEAL]

_____
Notary Public
Commission Expires: _____

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APPENDIX G

IMPROVEMENT AREA #4 REIMBURSEMENT AGREEMENT

# MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT
# REIMBURSEMENT AGREEMENT
# (IMPROVEMENT AREA #4)

This Manor Heights Public Improvement District Reimbursement Agreement (Improvement Area #4) (this "Reimbursement Agreement") is executed between the City of Manor, Texas ("City") and Forestar (USA) Real Estate Group, Inc., a Delaware corporation (the "Owner") (each individually referred to as a "Party" and collectively as the "Parties") effective as of the 18th day of October , 2023. Capitalized terms not otherwise herein defined shall be given the meaning assigned to such term in the PID Financing Agreement (defined below) and/or Indenture, as applicable, and such definition shall govern in the event of a conflict with a definition herein.

## RECITALS

**WHEREAS**, on November 7, 2018, the City Council of the City (the "City Council") authorized the formation of the Manor Heights Public Improvement District (the "District" or "PID") pursuant to Resolution No. 2018-10 (the "Creation Resolution") in accordance with the PID Act, covering approximately 599.2 acres of land described in the Creation Resolution (the "District Property"); and

**WHEREAS**, the City Council authorized additional land to be added to the boundaries of the District pursuant to Resolution No. 2020-11 adopted by the City Council on October 7, 2020; and

**WHEREAS**, the purpose of the District is to finance certain improvements authorized by Chapter 372, Texas Local Government Code (as may be amended, the "PID Act") that promote the interests of the City and confer a special benefit on the assessed property within the District; and

**WHEREAS**, the District Property was originally contemplated to be developed in phases ("Improvement Areas") beginning with Improvement Area #1, Improvement Area #2, and the Major Improvement Area; and

**WHEREAS**, pursuant to the Manor Heights Public Improvement District Financing and Reimbursement Agreement (the "PID Financing Agreement"), the Owner divided the Major Improvement Area into two or more Improvement Areas including Improvement Area #3 and Improvement Area #4, a map of which is attached hereto as **Exhibit A**, and began construction on certain Authorized Improvements (defined below) to serve District Property (or portions thereof); and

**WHEREAS**, it is intended that the City Council shall pass and approve an Assessment Ordinance determining, among other things, the estimated costs of the Authorized Improvements allocable to Improvement Area #4 (the "Improvement Area #4 Improvements" and to be further

defined in a Service and Assessment Plan (defined below)) and levy assessments against certain District Property within Improvement Area #4 (the "Improvement Area #4 Assessments" or the "Assessments") in accordance with the Assessment Roll (defined below) attached to a Service and Assessment Plan for the District (as the same may be amended or updated from time to time, the "Service and Assessment Plan"); and

**WHEREAS**, it is intended that bonds secured by the Improvement Area #4 Assessments (the "PID Bonds") will be issued to finance a portion of the Actual Costs of, among other things, the Improvement Area #4 Improvements (the Actual Costs of the Improvement Area #4 Improvements being the "Improvement Area #4 Improvements Cost"); and

**WHEREAS,** the proceeds of the PID Bonds shall be used to reimburse the Owner for the Improvement Area #4 Improvements Cost; and

**WHEREAS**, it is anticipated that one or more series of PID Bonds will be issued pursuant to an Indenture of Trust (the "Indenture") by and between the City and a legally qualified trustee selected by the City (the "Bond Trustee"); and

**WHEREAS**, it is anticipated that the City shall deposit the revenues received and collected by the City from the Improvement Area #4 Assessments, including foreclosure sale proceeds, first into segregated funds held by the City for Improvement Area #4's revenues (an "Operating Account"), and then further transferred pursuant to the Indenture when executed; and

**WHEREAS**, the Parties intend that all or a portion of the Improvement Area #4 Improvements Cost shall be paid for with the hereinafter-defined Improvement Area #4 Reimbursement Obligation pursuant to the terms of this Reimbursement Agreement, and as further described in the PID Financing Agreement; and

**WHEREAS**, following the issuance of a series of PID Bonds, the Pledged Revenues, as defined herein, will secure the PID Bonds, and then, on a subordinate basis, the Improvement Area #4 Reimbursement Obligation; and

NOW THEREFORE, FOR VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. Recitals. The recitals to this Reimbursement Agreement are true and correct, and are incorporated as part of this Reimbursement Agreement for all purposes.

2. Definitions.

    a. Actual Costs – shall mean, with respect to Authorized Improvements, the actual costs paid or incurred by or on behalf of the Owner: (1) to plan, design, acquire, construct, install, and dedicate such improvements to the City; (2) to prepare plans, specifications (including bid packages), contracts, and as-built drawings;

(3) to obtain zoning, licenses, plan approvals, permits, inspections, and other governmental approvals; (4) for third-party professional consulting services including but not limited to, engineering, surveying, geotechnical, land planning, architectural, landscaping, legal, accounting, and appraisals; (5) of labor, materials, equipment, fixtures, payment and performance bonds and other construction security, and insurance premiums; and (6) to implement, administer, and manage the above-described activities. Actual Costs shall not include general contractor's fees in an amount that exceeds a percentage equal to the percentage of work completed or construction management fees in an amount that exceeds an amount equal to the construction management fee amortized in approximately equal monthly installments over the term of the applicable construction management contract. Amounts expended for costs described in subsection (3), (4), and (6) above shall be excluded from the amount upon which the general contractor and construction management fees are calculated.

b. Assessment Roll – shall mean one or more assessment rolls for the assessed property within the District, as updated, modified or amended from time to time in accordance with the Service and Assessment Plan.

c. Authorized Improvements – shall mean any authorized improvement listed in the PID Act.

d. Improvement Area #4 Reimbursement Obligation – shall mean the Improvement Area #4 Reimbursement Obligation.

e. Pledged Revenues – shall mean the sum of (i) revenues generated by the Improvement Area #4 Assessments less delinquent collection costs; (ii) the moneys held by the City in the Operating Account; and (iii) any additional revenues that the City may pledge to the payment of the PID Bonds.

3. City Deposit of Revenue. Until a series of PID Bonds are issued, the City shall cause the revenue generated by the Improvement Area #4 Assessments to be deposited into the Operating Account. After a series of PID Bonds secured by the Pledged Revenues are issued, the City shall cause those Pledged Revenues to be deposited pursuant to the Indenture once executed.

4. Payment of Improvements Cost. The City shall pay the Improvement Area #4 Improvements Cost pursuant to executed and approved Payment Requests (defined herein) in the manner provided for in the PID Financing Agreement from the applicable Operating Account. Following the execution of the Indenture, the Bond Trustee shall pay the Improvement Area #4 Improvements Cost pursuant to executed and approved certifications for payment in the manner provided for in the PID Financing Agreement and the Indenture for PID Bonds.

5. Improvement Area #4 Reimbursement Obligation. Subject to the terms, conditions, and requirements contained herein, the City agrees to reimburse the Owner, and the Owner shall be entitled to receive from the City in an amount not to exceed [$9,800,000] for the Improvement Area #4 Improvements Cost (the "Improvement Area #4 Reimbursement Obligation") in accordance with the terms of this Reimbursement Agreement, and subject to any further limitations as may be contained in the PID Financing Agreement, until [December 31, 2053] (the "Maturity Date"). It is hereby acknowledged that the City is not responsible hereunder for any amount of the Improvement Area #4 Improvements Cost in excess of the amount of the Improvement Area #4 Assessments collected. The Improvement Area #4 Reimbursement Obligation, including accrued and unpaid interest, shall be payable to the Owner, solely from the Pledged Revenues deposited in the Operating Account or, if PID Bonds are issued, the Project Fund or the reimbursement fund, as applicable, created by the Indenture. The Improvement Area #4 Reimbursement Obligation is authorized by the PID Act, is hereby approved by the City Council, and represents the total allowable costs to be assessed against Improvement Area #4 for the Improvement Area #4 Improvements. The interest rate paid to the Owner on the Improvement Area #4 Reimbursement Obligation shall be of [6.00%]. The interest rate is hereby approved by the City Council and complies with the PID Act. Interest will accrue on the Improvement Area #4 Reimbursement Obligation at the interest rate stated above from the later to occur of: (i) the date that the Improvement Area #4 Assessment is levied by the City or (ii) the date a certificate for payment for the Improvement Area #4 Improvements Cost is approved by the City. Following the issuance of PID Bonds, interest on the Improvement Area #4 Reimbursement Obligation will accrue from the date of delivery of the PID Bonds at the interest rate of the PID Bonds. Interest shall be calculated on the basis of a 360-day year, comprised of twelve 30-day months.

6. Obligated Payment Sources. The Improvement Area #4 Reimbursement Obligation, plus accrued and unpaid interest as described above, is payable to the Owner and secured under this Reimbursement Agreement solely as described herein. No other City funds, revenue, taxes, income, or property shall be used even if the Improvement Area #4 Reimbursement Obligation is not paid in full at the Maturity Date, and the Improvement Area #4 Reimbursement Obligation is not a debt of the City, within the meaning of Article XI, Section 5, of the Constitution of the State of Texas. The City acknowledges and agrees that until the Improvement Area #4 Reimbursement Obligation and accrued and unpaid interest is paid in full, the obligation of the City to use amounts on deposit in the Operating Account or if PID Bonds are issued, in the Project Fund or the reimbursement fund, as applicable, created by the Indenture to pay the Improvement Area #4 Reimbursement Obligation and accrued and unpaid interest to the Owner is absolute and unconditional and the City does not have, and will not assert, any defenses to such obligation.

7. City Collection Efforts. The City will use all reasonable efforts to receive and collect, or cause to be received and collected by the Travis County Tax Assessor-Collector, Assessments (including the foreclosure of liens resulting from the nonpayment of the Assessments or other charges due and owing under the Service and Assessment Plan) and shall not permit a reduction, abatement, or exemption in the Assessments due on any portion of the District Property until the earlier of (i) the PID Bonds related to that particular portion of the District Property are no longer outstanding, whether as a result of payment in full, defeasance, or otherwise, or (ii) the Owner has been reimbursed for the unreimbursed Actual Costs in accordance with this Reimbursement Agreement. The City shall use best efforts to collect the Assessments consistent with the City's policies and standard practices applicable to the collection of City taxes and assessments.

8. Process for Payment for the Improvement Area #4 Reimbursement Obligation. The Owner may submit to the City a written request for payment in the form and manner provided for in the PID Financing Agreement (a "Payment Request") of any funds then available in the Operating Account or, after the issuance of PID Bonds, the Project Fund created by the Indenture, following February 1st of each year. Upon receipt of the Payment Request for the Improvement Area #4 Improvements described in the Service and Assessment Plan with all required documentation attached, the City shall cause available funds within the appropriate account under the Indenture or the Operating Account to be disbursed to the Owner within thirty (30) days. This process will continue until the Improvement Area #4 Reimbursement Obligation and accrued and unpaid interest is paid in full, or until PID Bonds are issued in an amount sufficient to pay the unpaid Improvement Area #4 Reimbursement Obligation in full, less any amounts required for reserves and any other costs or expenses associated with issuing the PID Bonds.

9. Termination. Upon either (i) all payments paid to the Owner under this Reimbursement Agreement equal to the Improvement Area #4 Reimbursement Obligation plus any accrued and unpaid interest, (ii) the PID Bonds being issued for Improvement Area #4 that is equal to the Improvement Area #4 Reimbursement Obligation, less any amounts required for reserves and any other costs or expenses associated with issuing the PID Bonds, less any payments made from the Bond Trustee pursuant to this Agreement, (iii) a combination of (i) and (ii) above that, collectively, is equal to the Improvement Area #4 Reimbursement Obligation, or (iv) the Maturity Date is reached, this Reimbursement Agreement shall terminate; provided, however that if on the Maturity Date, any portion of the Improvement Area #4 Reimbursement Obligation or accrued and unpaid interest remains unpaid, the Improvement Area #4 Reimbursement Obligation shall be canceled and for all purposes of this Reimbursement Agreement shall be deemed to have been conclusively and irrevocably PAID IN FULL; provided

further however that if any Assessments remain due and payable and are uncollected on the Maturity Date for Improvement Area #4, such Assessment, when, as, and if collected after the Maturity Date, shall be applied, first, to any amounts due in connection with Improvement Area #4 for any outstanding PID Bonds, and then paid to the Owner and applied to the Improvement Area #4 Reimbursement Obligation. Under no circumstances will either payments made under this Agreement or the PID Bonds equal more than the Improvement Area #4 Reimbursement Obligation.

10. Non-Recourse Obligation. The obligations of the City under this Reimbursement Agreement are non-recourse and payable only from Pledged Revenues and such obligations do not create a debt or other obligation payable from any other City revenues, taxes, income, or property. Neither the City nor any of its elected or appointed officials nor any of its employees shall incur any liability hereunder to the Owner or any other party in their individual capacities by reason of this Reimbursement Agreement or their acts or omission under this Reimbursement Agreement. Owner acknowledges that no appropriation of City funds has been or will be made to provide payments due under this Agreement. Further, Owner acknowledges that the only source of funds for payment under this Agreement is from the Operating Account or if PID Bonds are issued, from the Project Fund or the reimbursement fund, as applicable, created by the Indenture to pay the Improvement Area #4 Reimbursement Obligation.

11. Mandatory Prepayments. Notwithstanding any provision of this Reimbursement Agreement to the contrary, the Parties hereby acknowledge and agree that to the extent a prepayment of an Assessment is due and owing pursuant to the provisions of a Service and Assessment Plan (including any requirement to provide notice to Owner pursuant to the provisions thereof) in effect as of the date of this Agreement and remains unpaid for ninety (90) days after such notice, the City, upon providing written notice to the Owner, may reduce the amount of the Improvement Area #4 Reimbursement Obligation associated with that Assessment by a corresponding amount; provided, however, any reduction shall never result in a reduction in the amount of the Improvement Area #4 Reimbursement Obligation to be less than zero.

12. No Waiver. Nothing in this Reimbursement Agreement is intended to constitute a waiver by the City of any remedy the City may otherwise have outside this Reimbursement Agreement against any person or entity involved in the design, construction, or installation of the Improvement Area #4 Improvements.

13. Governing Law, Venue. This Reimbursement Agreement is being executed and delivered, and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Reimbursement Agreement. In the event of a dispute involving

this Reimbursement Agreement, venue for such dispute shall lie in any court of competent jurisdiction in Travis County, Texas.

14. Notice. Any notice required or contemplated by this Reimbursement Agreement shall be deemed given at the addresses shown below: (i) one (1) business day after deposit with a reputable overnight courier service for overnight delivery such as FedEx or UPS; or (ii) one (1) business day after deposit with the United States Postal Service, Certified Mail, Return Receipt Requested. Any Party may change its address by delivering written notice of such change in accordance with this section.

If to City: City of Manor
Attn: City Manager
105 East Eggleston Street
Manor, Texas 78653

With a copy to: The Knight Law Firm, LLP
Attn: Paige Saenz/Veronica Rivera
223 West Anderson Lane, Suite A-105
Austin, Texas 78752

If to Owner: Forestar (USA) Real Estate Group, Inc.
Attn: Elliot Condos
10700 Pecan Park Blvd. Suite 150
Austin, Texas 78750

With a copy to: Metcalfe Wolff Stuart & Williams, LLP
Attn: Talley J. Williams
221 W. 6th, Suite 1300
Austin, Texas 78701
Facsimile: (512) 404-2234

15. Invalid Provisions; Severability. If any provision of this Reimbursement Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions, and the remainder of this Reimbursement Agreement shall remain in full force and effect. If any provision of this Reimbursement Agreement directly conflicts with the terms of the Indenture, then the Indenture shall control.

16. Exclusive Rights of Owner. Owner's right, title and interest into the payments of the Improvement Area #4 Reimbursement Obligation (including any accrued and unpaid interest thereon), as described herein, shall be the sole and exclusive property of Owner (or its Transferee (defined herein)) and no other third party shall have any claim or right to such funds unless Owner transfers its rights to its Improvement Area #4 Reimbursement Obligation (including any accrued and unpaid interest thereon) to a Transferee in writing and otherwise in accordance with the requirements set forth herein. Owner has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part, all or any portion of Owner's right, title, or interest under this Reimbursement Agreement including, but not limited to, any right, title or interest

of Owner in and to payment of its Improvement Area #4 Reimbursement Obligation plus any accrued and unpaid interest thereon (a "Transfer," and the person or entity to whom the transfer is made, a "Transferee"). Provided, however, that no such conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made without the prior written approval of the City Council if such conveyance, transfer, assignment, mortgage, pledge or other encumbrance would result in the payments hereunder being pledged to the payment of debt service on public securities issued by any other state of the United States or political subdivision thereof. Notwithstanding the foregoing, no Transfer shall be effective until written notice of the Transfer, including (A) the name and address of the Transferee and (B) a representation by the Owner that the Transfer does not and will not result in the issuance of municipal securities by any other state of the United States or political subdivision thereof is provided to the City. The Owner agrees that the City may rely conclusively on any written notice of a Transfer provided by Owner without any obligation to investigate or confirm the Transfer.

17. Assignment.

a. Subject to subparagraph (b) below, Owner may, in its sole and absolute discretion, assign this Reimbursement Agreement with respect to all or part of the District Property from time to time to any party in connection with the sale of the Project or any portion thereof and in connection with a corresponding assignment of the rights and obligations in the PID Financing Agreement, if then existing, to any party, so long as the assignee has demonstrated to the City's satisfaction that the assignee has the financial, technical, and managerial capacity, the experience, and expertise to perform any duties or obligations so assigned and so long as the assigned rights and obligations are assumed without modifications to this Reimbursement Agreement or the PID Financing Agreement. Owner shall provide the City thirty (30) days prior written notice of any such assignment. Upon such assignment or partial assignment, Owner shall be fully released from any and all obligations under this Reimbursement Agreement and shall have no further liability with respect to this Reimbursement Agreement for the part of the Project so assigned.

b. Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a sale or assignment to a Designated Successor or Assign unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is to a Designated Successor or Assign.

c. Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a Transfer unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is deemed to be a Transfer.

d. Provided, however, that no such conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made without the prior written approval

of the City Council if such conveyance, transfer, assignment, mortgage, pledge or other encumbrance would result in the payments hereunder being pledged to the payment of debt service on public securities issued by any other state of the United States or political subdivision thereof.

e. Notwithstanding anything to the contrary contained herein, this Section 17 shall not apply to Transfers which shall be governed by Section 16 above.

f. It is hereby acknowledged that the limitations on the ability to make a Transfer as described in Section 16 above shall also apply to the Designated Successors and Assigns.

18. Failure; Default; Remedies.

a. If either Party fails to perform an obligation imposed on such Party by this Reimbursement Agreement (a "Failure") and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a "Default." Upon the occurrence of a Failure by a non-performing Party, the other Party shall notify the non-performing Party in writing specifying in reasonable detail the nature of the Failure. The non-performing Party to whom notice of a Failure is given shall have at least 30 days from receipt of the notice within which to cure the Failure; however, if the Failure cannot reasonably be cured within 30 days and the non-performing Party has diligently pursued a cure within such 30-day period and has provided written notice to the other Party that additional time is needed, then the cure period shall be extended for an additional period (not to exceed 90 days) so long as the non-performing Party is diligently pursuing a cure.

b. If the Owner is in Default, the City's sole and exclusive remedy shall be to seek specific enforcement of this Reimbursement Agreement. No Default by the Owner, however, shall: (1) affect the obligations of the City to use the Pledged Revenues on deposit in the reimbursement fund as provided in Section 6 of this Reimbursement Agreement; or (2) entitle the City to terminate this Reimbursement Agreement. In addition to specific enforcement, the City shall be entitled to attorney's fees, court costs, and other costs of the City to obtain specific enforcement.

c. If the City is in Default, the Owner's sole and exclusive remedies shall be to: (1) seek a writ of mandamus to compel performance by the City; or (2) seek specific enforcement of this Reimbursement Agreement.

19. Estoppel Certificate. Within thirty (30) days after the receipt of a written request by Owner or any Transferee, the City will certify in a written instrument duly executed and acknowledged to any person, firm or corporation specified in such request as to (i) the validity and force and effect of this Reimbursement Agreement in accordance with its terms, (ii) modifications or amendments to this Reimbursement Agreement and the substance of such modification or amendments; (iii) the existence of any default to the

best of the City's knowledge; and (iv) such other factual matters that may be reasonably requested.

20. Anti-Boycott Verification, No business with Sanctioned Countries. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Owner understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

    The Owner represents that neither it nor any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

    https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf,
    https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or
    https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

    The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Owner and any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Owner understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

21. No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Reimbursement Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Reimbursement Agreement. The foregoing

verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification and the following definitions:

i. 'discriminate against a firearm entity or firearm trade association,' a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association;

ii. 'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting); and

iii. 'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section

501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

22. No Discrimination Against Fossil Fuel Companies. To the extent this Reimbursement Agreement constitutes a contract for goods or services for which a written verification is required under Section 2276.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Reimbursement Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2276.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. The Owner understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Owner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

23. Form 1295. If required, Owner shall complete Form 1295 in connection with the Owner's participation in the execution of this Reimbursement Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). If required, the City shall confirm receipt of the Form 1295 once received from the Owner, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Owner and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 shall be provided solely by the Owner; and, neither the City nor its consultants shall have verified such information.

24. Miscellaneous.

    a. The City does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow the Owner to enforce its remedies under this Reimbursement Agreement.

    b. Nothing in this Reimbursement Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Owner any rights, remedies, or claims under or by reason

of this Reimbursement Agreement, and all covenants, conditions, promises, and agreements in this Reimbursement Agreement shall be for the sole and exclusive benefit of the City and the Owner.

c. This Reimbursement Agreement may be amended only by written agreement of the Parties.

d. This Reimbursement Agreement may be executed in counterparts, each of which shall be deemed an original.

[Signature pages to follow]

IN WITNESS WHEREOF, the Parties have executed this Reimbursement Agreement to be effective as of the date written on the first page of this Reimbursement Agreement.

**CITY OF MANOR, TEXAS**

By: _____
Name: Emily Hill
Title: Mayor Pro Tem

**ATTEST:**

By: _____
Lluvia T. Almaraz, City Secretary

CITY OF MANOR TEXAS

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

BEFORE ME, a Notary Public, on this day personally appeared, Emily Hill, Mayor Pro Tem of the City of Manor, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of that municipal corporation.

GIVEN UNDER MY HAND AND SEAL of office this 18th day of October 2023.

(SEAL)

VERONICA M. BRIONES
Notary Public, State of Texas
Comm. Expires 08-24-2025
Notary ID 10755435

_____
Notary Public, State of Texas

[*Signatures Continue on Next Page*]

**FORESTAR (USA) REAL ESTATE GROUP, INC.**, a Delaware corporation

By: Justine Klinke
Name: Justine Klinke
Title: Vice President

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 25 day of October, 2023 by Justine Klinke, Vice President of FORESTAR (USA) REAL ESTATE GROUP, INC., a Delaware corporation, on behalf of said corporation.

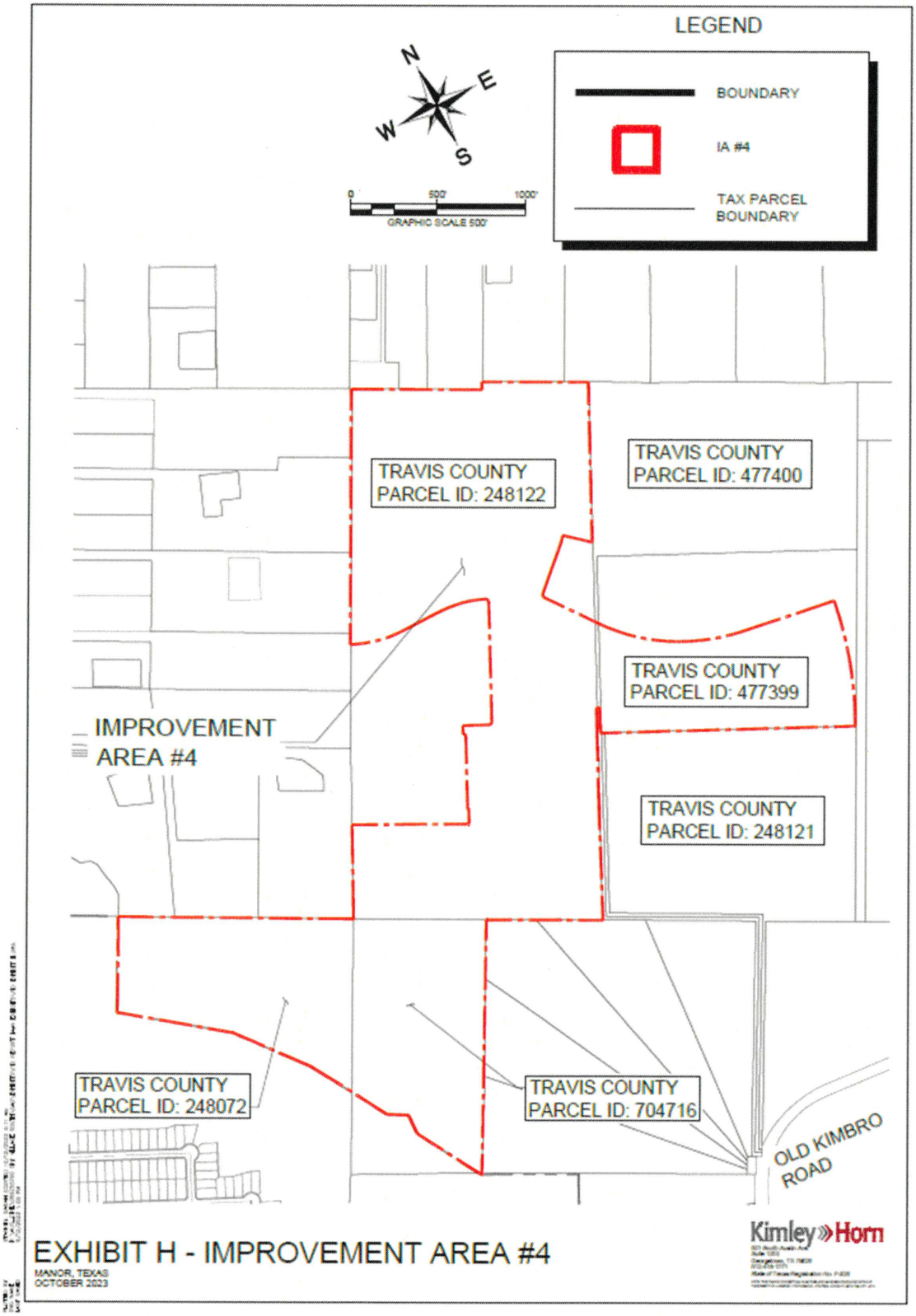
Angelica Jacquez
NOTARY PUBLIC - STATE OF TEXAS
ID# 130385965
COMM. EXP. 08-01-2026

(SEAL)

Angelica Jacquez
Notary Public, State of Texas

Angelica Jacquez
Name printed or typed
Commission Expires: 8/1/26

**Exhibit "A"**
**Improvement Area #4**



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APPENDIX H

APPRAISAL

THE ÆGIS GROUP, INC.
REAL ESTATE APPRAISAL & CONSULTING

9430 Research Boulevard, Echelon Building II, Suite 150, Austin, Texas 78759
(512) 346-9983
info@aegisgroupinc.com

DRAFT

Mr. Scott Moore
City Manager
City of Manor
105 East Eggleston Street
Manor, TX 78653

Mr. R.R. "Tripp" Davenport
Director
FMSbonds, Inc.
100 Crescent Court
Dallas, TX 75201

RE: 173.086 acres of land developed with 456 single family residential lots as part of the Manor Heights Master Planned Community (commonly known and marketed as Carillon) located on the north side of Old Kimbro Road, west of FM 1100 in Manor, Travis County, Texas.

Dear Mr. Moore and Mr. Davenport:

At your request, we inspected and appraised the above-referenced property. Currently, the subject consists of 261 existing lots in Manor Heights, Phases 4A and 4B, plus 195 proposed lots in Manor Heights, Phase 5. Our appraisal uses the Hypothetical Condition that the lots in Phase 5 have been completed as of the date of appraisal. Our appraisal considers the lots sold to one buyer in one transaction. The following summary provides insight to the number of subject lots and their sizes:

| Land Use | No. of Lots | Lot Width | Lot Depth | Lot Area (SF) |
|---|---|---|---|---|
| Residential | 313 | 50 | 125 | 6,250 |
| Residential | 41 | 55 | 125 | 6,875 |
| Residential | 102 | 60 | 125 | 7,500 |

The purpose of our appraisal is to develop an opinion of market value of the subject lots, as if sold in bulk to a single buyer in a single transaction, using the Hypothetical Conditions discussed herein.

The intended use of the appraisal is to assist the clients, City of Manor, a political subdivision of State of Texas, and FMSbonds, Inc. in contemplating financing public infrastructure through the issuance of Special Assessment Revenue Bonds for the Manor Heights Public Improvement District (the "PID") created on the proposed residential subdivision in Manor, Travis County, Texas. Funds from the bonds will be issued in one phase and will fund portions of the Authorized Improvements. Funds from a non-reimbursable owner contribution will fund the

remainder of the Authorized Improvements. The intended users of our appraisal are the City and FMSbonds, Inc. We acknowledge that this appraisal report will be utilized in a limited offering memorandum for bonds to be issued relating to the PID and we consent to such use.

Refer to the Scope of Work for the steps taken to complete this appraisal assignment.

For the purpose of this appraisal assignment, market value as used herein is defined as:

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;

2. both parties are well informed or well advised, and each acting in what they consider their own best interests;

3. a reasonable time is allowed for exposure in the open market;

4. payment is made in terms of cash in US dollars or in terms of financial arrangements comparable thereto; and

5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

(Source: *The Appraisal of Real Estate*, 15th Edition, published by the Appraisal Institute, 2020.)

Considering the above definition of market value and based upon the data and analyses contained in our appraisal report, and the stated Hypothetical Conditions, it is our opinion that the market value of the subject's fee simple interest, as of February 29, 2024, is as follows:

**FORTY-ONE MILLION SIX HUNDRED THOUSAND DOLLARS**
**$41,600,000**

**This appraisal is not for purposes of determining the amount of any assessments to be levied by the PID, or is it the basis upon which a determination of the benefit any constructed or installed public improvements will have on properties within the PID.**

***Our appraisal is subject to the following Hypothetical Conditions as of February 29, 2024:***

**Manor Heights Public Improvement District (PID), Improvement Area #4 has 456 single family residential lots developed by Forestar. Improvement Area #4 consists of Phases 4A (completed), 4B (completed), and 5 (yet to start construction).**

**Our appraisal uses the Hypothetical Condition that as of the date of appraisal, Forestar completed development of all 456 single family residential lots in Improvement Area #4.**

**All required PID identification and/or signage currently exists.**

**These Hypothetical Conditions may affect the assignment results.**

The reader's attention is directed to the accompanying appraisal report that includes the data and analysis employed in arriving at our opinion of value.

Should you have any questions regarding the contents of this report, please contact our office.

Respectfully submitted,

**THE ÆGIS GROUP, INC.**

Chad Goddard, MAI
State Certified General Real Estate Appraiser
No. TX-1320546-G

Eldon Y. Rude, MAI
State Certified General Real Estate Appraiser
No. TX-1320841-G

173.086 ACRES OF LAND DEVELOPED WITH 456 SINGLE FAMILY RESIDENTIAL LOTS AS PART OF THE MANOR HEIGHTS MASTER PLANNED COMMUNITY (COMMONLY KNOWN AND MARKETED AS CARILLON) LOCATED ON THE NORTH SIDE OF OLD KIMBRO ROAD, WEST OF FM 1100 IN MANOR, TRAVIS COUNTY, TEXAS.

FOR

MR. SCOTT MOORE
CITY MANAGER
CITY OF MANOR
105 EAST EGGLESTON STREET
MANOR, TX 78653

MR. R.R. “TRIPP” DAVENPORT
DIRECTOR
FMSBONDS, INC.
100 CRESCENT COURT
DALLAS, TX 75201

BY

THE AEGIS GROUP, INC.
9430 RESEARCH BOULEVARD
ECHELON BUILDING II, SUITE 150
AUSTIN, TEXAS 78759

AS

OF

FEBRUARY 29, 2024

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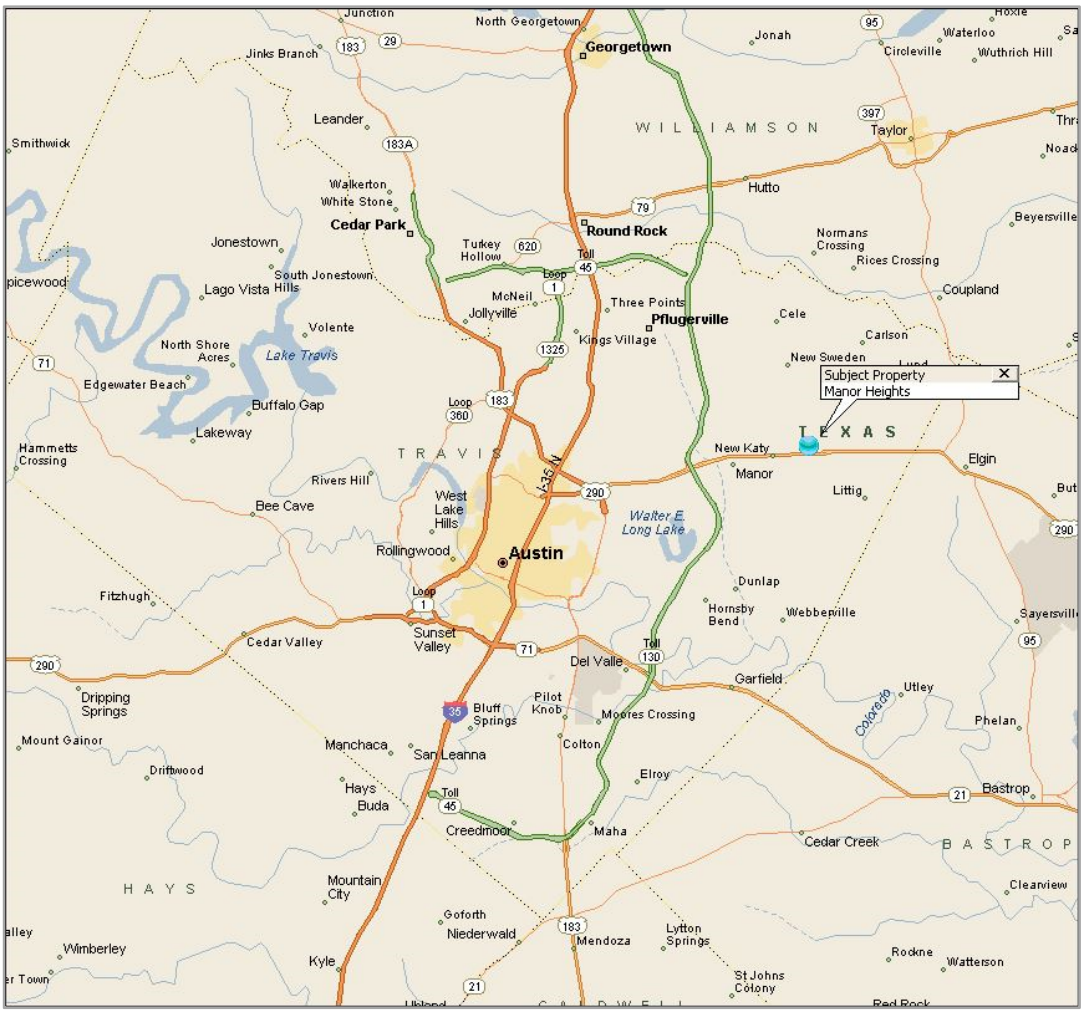
**ADDENDA**
Manor Heights Improvement Area #4 Public Improvement District Preliminary Service and Assessment Plan – February 14, 2024
Plats and Preliminary Plats – 456 Lots
Cost Estimate
Comparable Lot Sales

# REGION MAP


Subject Property
Manor Heights
Georgetown
Round Rock
Cedar Park
Pflugerville
Austin
Lake Travis
Walter E. Long Lake
WILLIAMSON
TRAVIS
HAYS
TEXAS
BASTROP
Leander
Jonestown
Lago Vista
Volente
Buffalo Gap
Lakeway
Bee Cave
Rollingwood
West Lake Hills
Sunset Valley
Cedar Valley
Dripping Springs
Manchaca
San Leanna
Hays
Buda
Creedmoor
Mountain City
Kyle
Niederwald
Mendoza
Lytton Springs
Del Valle
Garfield
Colton
Elroy
Maha
Cedar Creek
Bastrop
Elgin
Manor
New Katy
Hutto
Taylor
Jollyville
Three Points
Kings Village
Turkey Hollow
Jonah
Circleville
Wuthrich Hill
Waterloo
Normans Crossing
Rices Crossing
Coupland
Cele
Carlson
New Sweden
Littig
Dunlap
Hornsby Bend
Webberville
Utley
Phelan
Clearview
Rockne
Watterson
St Johns Colony
Wimberley
Mount Gainor
Driftwood
Fitzhugh
Hammetts Crossing
Edgewater Beach
North Shore Acres
Smithwick
Jinks Branch
Junction
North Georgetown
Walkerton
White Stone
South Jonestown
Rivers Hill
Bluff Springs
Pilot Knob
Moores Crossing
Goforth
Colorado

# SUBJECT PHOTOGRAPHS



**Entrance to Carillon Community – Old Kimbro Road Looking North**



**Intersection of Hickenlooper Way and Feinstein Street- Phase 4 Section A**

# SUBJECT PHOTOGRAPHS



**Drainage Pond From Cassidy Lane – Phase 4 Section A**



**Ernst Street Looking South From Rosen Way – Phase 4 Section B**

# SUBJECT PHOTOGRAPHS



**Tuberville lane Looking West From Liberty Bell Boulevard – Phase 4 Section B**



**Phase 5**

# SUBJECT PHOTOGRAPHS



**Mailbox Pad**



**Aerial**

## SUMMARY OF SALIENT FACTS AND CONCLUSIONS

| | |
|---|---|
| Property Identification: | 173.086 acres of land developed with 456 single family residential lots as part of the Manor Heights Master Planned Community (commonly known and marketed as Carillon) located on the north side of Old Kimbro Road, west of FM 1100 in Manor, Travis County, Texas. |
| Interest Appraised: | Fee simple interest |
| Date of Appraisal Report: | DRAFT |
| Date of Inspection: | February 29, 2024 |
| Effective Date of Appraisal: | February 29, 2024 |
| Legal Description: | Multiple individual lots. Refer to plat in Addenda. |
| Tax Parcel I.D. Numbers: | Multiple Parcel ID numbers retain in our work file. |
| Ownership: | Forestar Real Estate Group, Inc. |
| Land Size: | 173.086 acres (per Kimley Horn) |
| Zoning: | Planned Unit Development - PUD |
| Utilities: | All utilities (water, sewer, and electricity) are connected or will be connected to the 456 finished residential finished lots. Bluebonnet Electric Cooperative provides electrical service. City of Manor provides water and wastewater. |
| Highest and Best Use: | |
| "As Vacant" | Single family residential subdivision with 456 completed finished residential lots. |
| **Opinion of Market Value:** | **$41,600,000** |
| Exposure Time: | We estimate that the subject would have sold within six to 12 months. |
| Marketing Time: | We estimate the marketing time to be six to 12 months. |

# CONTINGENT AND LIMITING CONDITIONS

This report is subject to the following limiting conditions:

The legal description furnished is assumed to be correct. The Ægis Group, Inc., assumes no responsibility for matters legal in character, nor renders any opinion as to the title, which is assumed to be good. The property is appraised having knowledgeable ownership and competent management.

The Ægis Group, Inc., has made no survey and assumes no responsibility in connection with such matters. The information identified in this report as being furnished by others is believed to be reliable, but no responsibility for its accuracy is assumed. The construction and condition of any improvements mentioned in the body of this report are based on observation and no engineering study has been made which would discover any latent defects. No certification as to any of the physical aspects could be given unless a proper engineering study was made.

The distribution of the total evaluation between land and improvements in this report, where applicable, applies only under the existing program of utilization. The separate estimates for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.

We are not required to give testimony or attendance in court by reason of the appraisal with reference to the property in question unless arrangements have been made previously thereof. Possession of this report or a copy thereof does not carry with it the right of publication. It may not be used for any purpose by anyone other than the addressee without the previous written consent of the appraisers.

Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media without the written approval and consent of the author, particularly as to valuation conclusions, the identity of the appraisers or firm with which they are connected or any reference to the Appraisal Institute, MAI, or AI-GRS designation.

To the best of the appraisers' knowledge, the subject property does not contain any toxic substances such as hazardous waste, asbestos or radon gas which would adversely impact the market value of the subject. Additionally, to the best of the appraisers' knowledge, there are no properties within the immediate area which contain these substances. This is not a guarantee that these substances do not occur in the subject property or within the immediate area.

The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirements of ADA in estimating the value of the property.

**This appraisal is not for purposes of determining the amount of any assessments to be levied by the PID, or is it the basis upon which a determination of the benefit any constructed or installed public improvements will have on properties within the PID.**

## HYPOTHETICAL CONDITIONS

Hypothetical conditions deal with factors that are known to be false but are presumed to be true for the purposes of the appraisal.

***Our appraisal is subject to the following Hypothetical Conditions as of February 29, 2024:***

**Manor Heights Public Improvement District (PID), Improvement Area #4 has 456 single family residential lots developed by Forestar. Improvement Area #4 consists of Phases 4A (completed), 4B (completed), and 5 (yet to start construction).**

**Our appraisal uses the Hypothetical Condition that as of the date of appraisal, Forestar completed development of all 456 single family residential lots in Improvement Area #4.**

**All required PID identification and/or signage currently exists.**

**These Hypothetical Conditions may affect the assignment results.**

# INTRODUCTION

## IDENTIFICATION OF SUBJECT

173.086 acres of land developed with 456 single family residential lots as part of the Manor Heights Master Planned Community (commonly known and marketed as Carillon) located on the north side of Old Kimbro Road, west of FM 1100 in Manor, Travis County, Texas.

## LEGAL DESCRIPTION

Multiple individual lots. Refer to plat in Addenda.

## PROPERTY USE AS OF EFFECTIVE DATE OF APPRAISAL

As of the effective date of appraisal, the subject consists of 261 existing single family residential lots and 195 planned single family residential lots. Our appraisal uses the Hypothetical Condition that all of the planned lots are complete and available for new home construction as of the date of appraisal.

## SALES HISTORY

The subject's current owner is Forestar Real Estate Group, Inc. In January 2024, Forestar agreed to sell lots to Continental Homes of Texas, L.P. The Purchase and Sale Agreement identifies 155 lots in Manor Heights. However, only 140 lots are subject lots; located in Manor Heights, 4A and 4B.

In March 2024, Forestar agreed to sell 119 subject lots to Brighland Homes, Ltd.

Redacted Purchase and Sale Agreements are in our appraisal file.

The reported price per front foot for both builders is $1,850. These lot prices appear to be reasonable.

Forestar owned the subject for more than three years.

## REAL PROPERTY INTEREST APPRAISED

Fee simple interest.

## PURPOSE OF APPRAISAL

The purpose of this appraisal is to develop an opinion of market value as if sold in bulk to one buyer in one transaction of the subject's fee simple interest considering the Hypothetical Conditions discussed herein.

## EFFECTIVE DATE OF APPRAISAL

The effective date of this appraisal is February 29, 2024.

## DATE OF APPRAISAL REPORT

The date of our appraisal report is DRAFT.

## TYPE OF APPRAISAL REPORT

This appraisal is being reported in an appraisal report format. This report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the most recent *Uniform Standards of Professional Appraisal Practice*.

## IDENTITY OF CLIENT

The client is the City of Manor and FMSbond, Inc.

## INTENDED USERS OF APPRAISAL

The intended users of the appraisal are City of Manor and FMSbonds, Inc.

## INTENDED USE OF APPRAISAL

The intended use of our appraisal is to assist the City in financing public infrastructure through the issuance of Special Assessment Revenue Bonds for the PID. The bonds will be issued in one or more series and will fund portions of the Authorized Improvements. Funds from owners of the property within the PID will fund the remainder of the Authorized Improvements.

## FEE SIMPLE ESTATE DEFINITION

According to *The Dictionary of Real Estate Appraisal*, 7th Edition, published by the Appraisal Institute, the fee simple estate is "absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

## MARKET VALUE DEFINITION

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;

2. both parties are well informed or well advised, and each acting in what they consider their own best interests;

3. a reasonable time is allowed for exposure in the open market;

4. payment is made in terms of cash in US dollars or in terms of financial arrangements comparable thereto; and

5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

(Source: *The Appraisal of Real Estate*, 15th Edition, published by the Appraisal Institute, 2020.)

## HYPOTHETICAL CONDITION DEFINITION

According to the 7th Edition of The Dictionary of Real Estate Appraisal, a hypothetical condition is "A condition that is presumed to be true when it is known to be false. A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis."

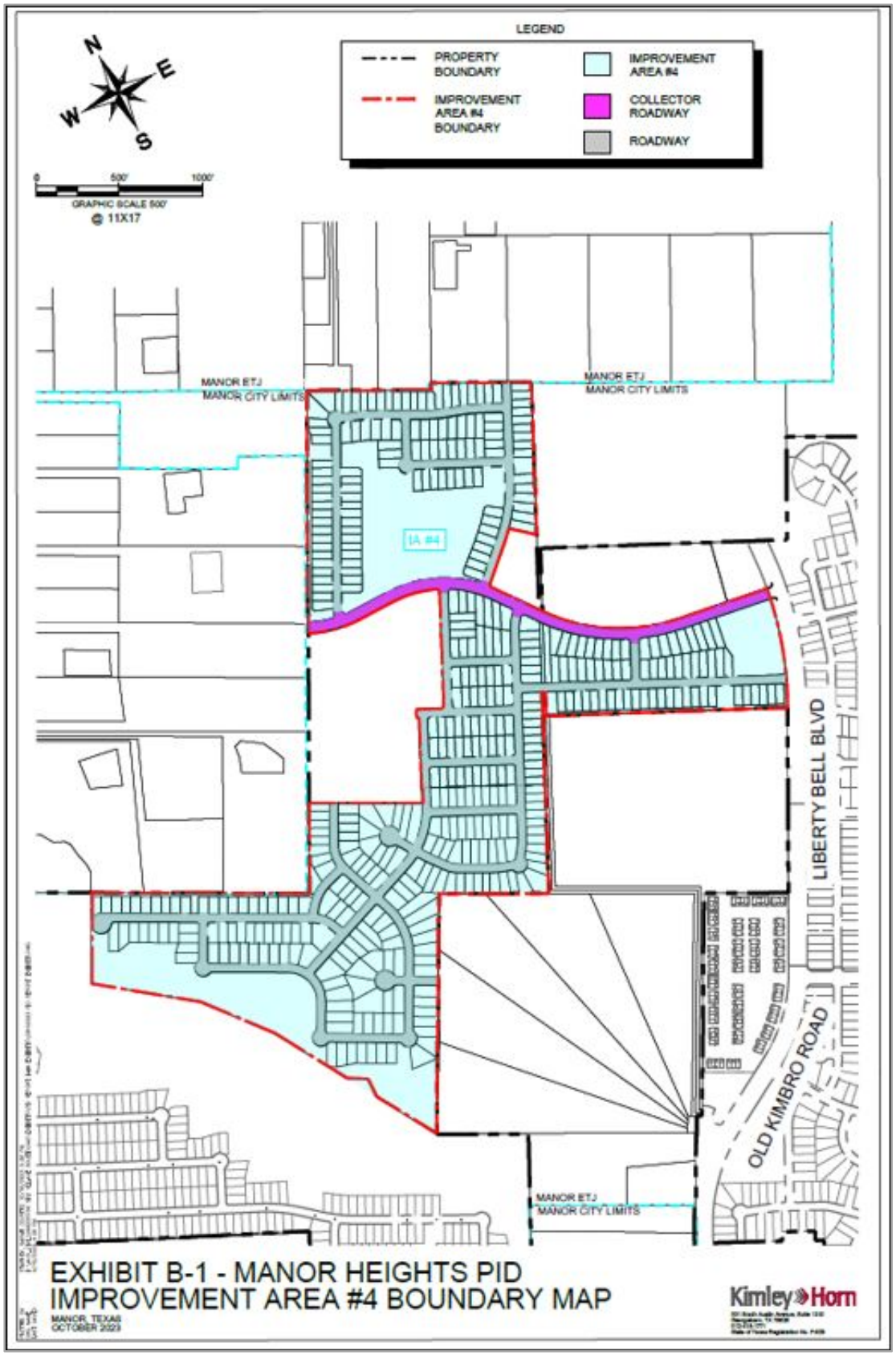
## SCOPE OF WORK

Description and Analyses Sections describing and relating data concerning the area/city, the neighborhood, and the site is undertaken to develop the pertinent market characteristics and factual data for further processing in the valuation process. The analysis of all these characteristics is developed to establish the highest and best use of the site "as vacant."

The subject is part of a master planned community. The following table summarizes the land use, number of lots, and lot sizes.

| Land Use | No. of Lots | Lot Width | Lot Depth | Lot Area (SF) |
|---|---|---|---|---|
| Residential | 313 | 50 | 125 | 6,250 |
| Residential | 41 | 55 | 125 | 6,875 |
| Residential | 102 | 60 | 125 | 7,500 |

The next exhibit shows the boundaries of Manor Heights PID IA#4, which is the location of the subject lots.


LEGEND
PROPERTY BOUNDARY
IMPROVEMENT AREA #4 BOUNDARY
IMPROVEMENT AREA #4
COLLECTOR ROADWAY
ROADWAY
N
E
W
S
0
500'
1000'
GRAPHIC SCALE 500'
@ 11X17
MANOR ETJ
MANOR CITY LIMITS
MANOR ETJ
MANOR CITY LIMITS
IA #4
LIBERTY BELL BLVD
OLD KIMBRO ROAD
MANOR ETJ
MANOR CITY LIMITS
EXHIBIT B-1 - MANOR HEIGHTS PID
IMPROVEMENT AREA #4 BOUNDARY MAP
MANOR, TEXAS
OCTOBER 2023
Kimley»Horn

We appraised 456 residential lots using a DCF model that accounts for absorption, discounting, and holding costs to reach a value of the lots as sold in bulk to a single buyer in a single transaction. The first step in the application of the DCF model is to develop opinions of market value of the subject lots. Of the 456 lots, 259 lots (57% of the total number of lots) are under contract to two builders. We reviewed these contracts and lot sales in the market area to conclude with opinions of values.

Next, we projected the length of time that it will take to sell the lots.

We calculated quarterly sales revenues from lot takedowns (lot prices/values x number of lots sold per quarter). We made deductions for taxes on unsold lots and closing costs to reach quarterly net sales revenue.

We applied a discount factor per quarter to the net sales revenue to get quarterly discounted cash flows. The sum of these cash flows is our opinion of market value.

## EXPOSURE TIME

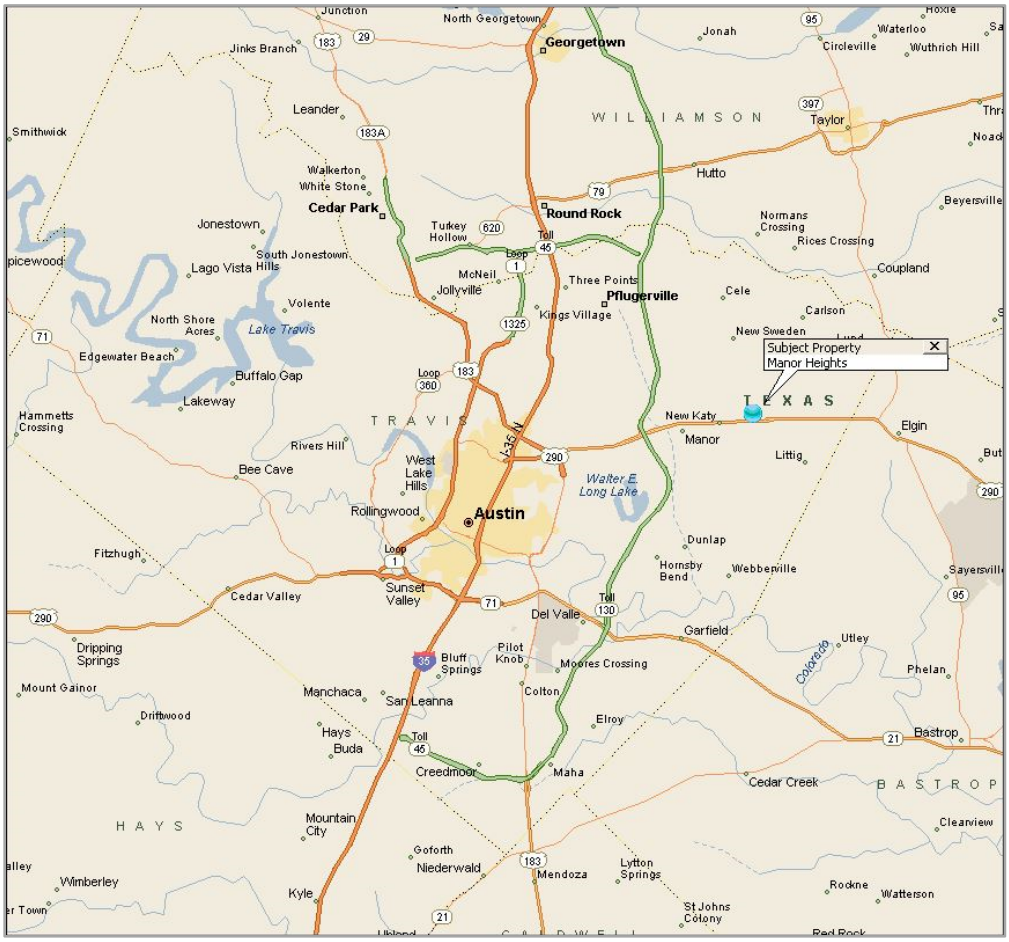
Exposure time represents the amount of time the subject property would have been anticipated to be on the market prior to the effective date of the appraisal at the appraised value. It is our opinion, given the data collected for this report, the exposure time would have been approximately six to 12 months.

## MARKETING TIME

Per *The Dictionary of Real Estate Appraisal*, 7th Edition, marketing time is "An opinion of the amount of time to sell a property interest at the concluded market value or at a benchmark price during the period immediately after the effective date of an appraisal."

# DESCRIPTION

## AUSTIN AREA ANALYSIS

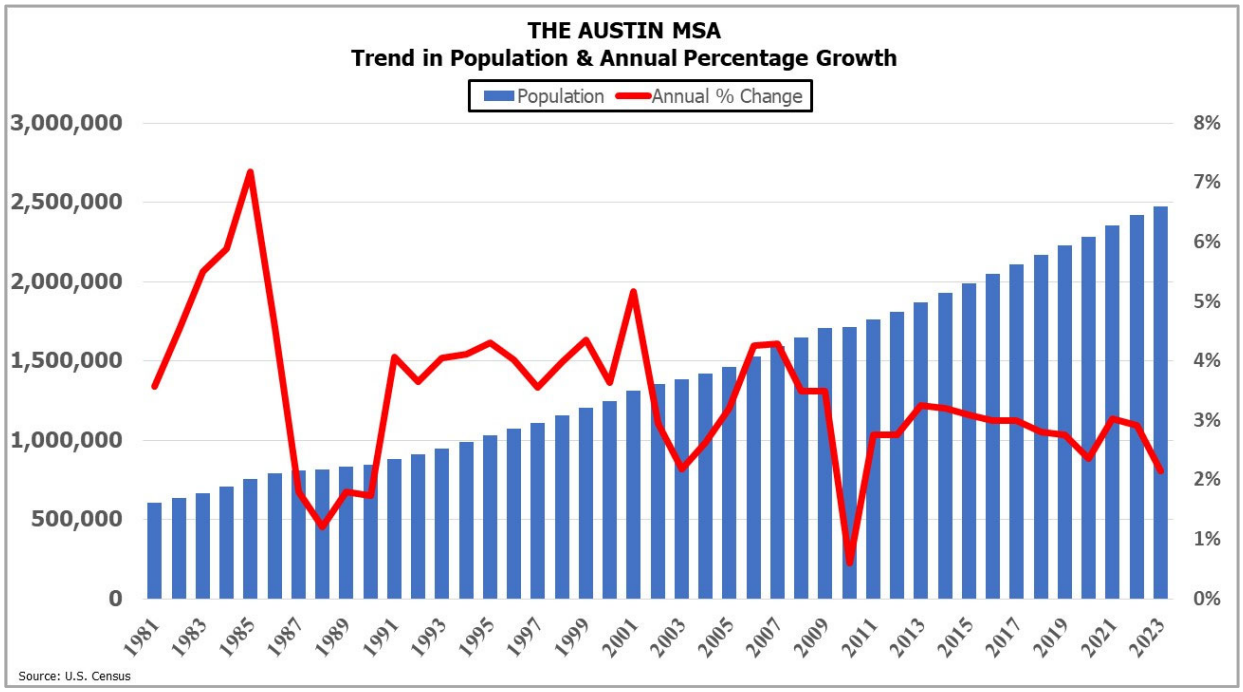



Located in the south-central part of Texas, within the Interstate-35 Growth Corridor, the Austin-San Marcos MSA is approximately 200 miles south of Dallas-Fort Worth, 80 miles north of San Antonio, and 160 miles west of Houston. Austin is the capital of Texas and is the county seat of Travis County. The Metropolitan Statistical Area (MSA) includes Travis, Williamson, Bastrop, Hays, and Caldwell counties. On the following pages we will present an overview of the factors that influence property values in the greater Austin area.

### Austin MSA Population

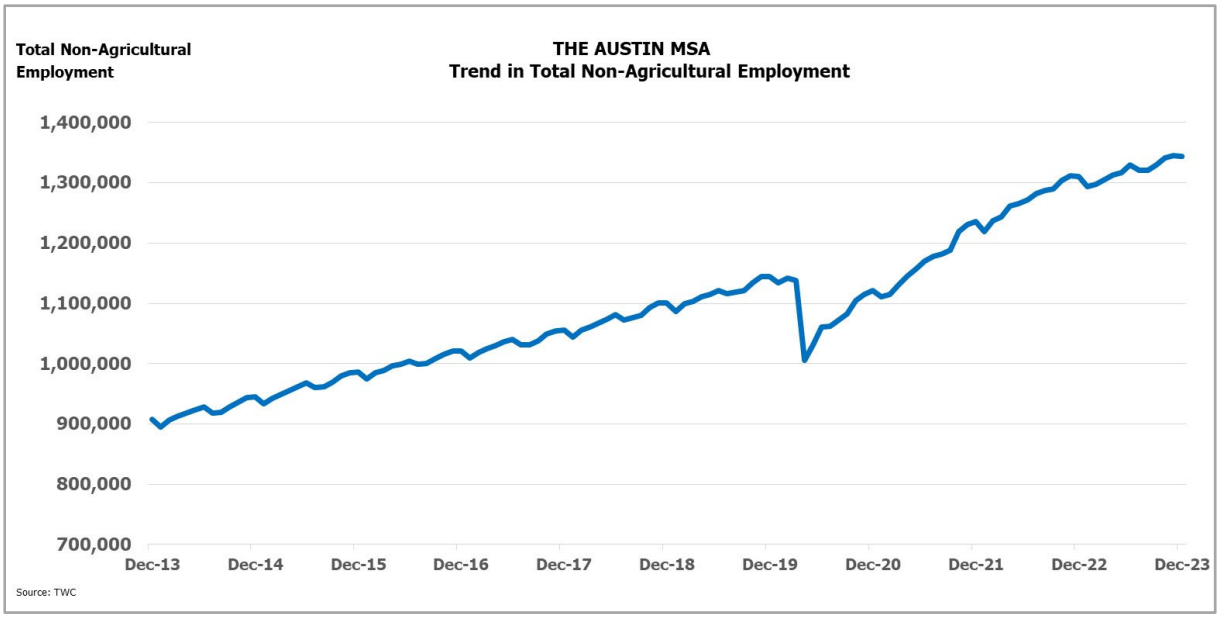
The Austin MSA has been one of the fastest growing in the U.S. over the last several decades, exhibiting on average 3% annual population growth over the last 20 years. Like other Sunbelt regions, during the two years beginning with the onset of the pandemic the Austin MSA experienced strong in-migration from other parts of the U.S. From July 2020 to July 2022, the Census Bureau estimated the MSA population grew by +6%, with the suburban counties of Williamson and Hays both experiencing the most significant population growth during this two-year period.

Between 2023 and 2030, the MSA population is forecast to increase 21% which translates into an annual population growth during this eight-year period of 2.6%.




## The Austin Economy

Prior to the pandemic, the Austin MSA had one of the strongest economies in the U.S. Over 376,000 new jobs were created in the region from 2010 through 2019 (reflecting an average of 37,600 per year), increasing non-agricultural employment from 765,800 to over 1.1 million jobs. With the onset of the pandemic, the Austin MSA lost over 136,000 jobs between February 2020 and April 2020. Like most major metropolitan areas in the U.S., the greatest percentage of jobs lost during the early months of the pandemic were in the Leisure & Hospitality and Education & Health Services categories.



Since April 2020, most of the key sectors in Austin's economy have regained much or all of the jobs lost during the initial months of the pandemic. The previous exhibit reflects the change in non-agricultural employment in the Austin MSA from December 2013 to December 2023. As the exhibit shows, total non-agricultural employment in Austin now exceeds pre-pandemic levels, with the region adding nearly 340,000 new jobs since April 2020.

The Austin MSA had a net increase of 32,800 jobs in the 12 months ending in December 2023, reflecting an increase of 2.5% in the last year. While still strong from a historical perspective, the most recent annual job growth totals are well below the annual totals for the prior two years. After reaching 11.8% in April 2020, the region's unemployment rate dropped to 3.0% as of December 2023. Although several major technology companies announced limited layoffs late in 2022 and early 2023, so far the impacts have been minimal with respect the larger Austin economy.

The primary catalyst for the strong employment growth in the region over the last two decades has been the technology sector, with companies such as Dell, Apple, Google, Facebook, Amazon, Oracle, Intel and Samsung growing their workforces in Austin. In turn, many of the high-paying technology jobs resulted in job gains in other service-oriented sectors. The fact that Austin is the seat of State government, and home to the University of Texas at Austin, provides additional stability to the area economy.

**TOP 10 PRIVATE EMPLOYERS-THE AUSTIN REGION**

| Rank | Company | 2021 Employees | Business Type |
|---|---|---|---|
| 1 | HEB | 22,955 | Retail |
| 2 | Ascension Seton | 14,842 | Healthcare |
| 3 | Dell | 13,000 | Information Technology |
| 4 | Tesla | 12,277 | Manufacturing |
| 5 | St. David's | 11,484 | Healthcare |
| 6 | Amazon | 11,000 | Retail/Distribution |
| 7 | Walmart | 7,550 | Retail |
| 8 | Apple | 7,000 | Information Technology |
| 9 | IBM | 6,000 | Information Technology |
| 10 | Accenture PCC | 5,900 | Healthcare |

**Source: Austin Area Chamber of Commerce**

Even in the midst of a pandemic, the region continued to attract new technology and manufacturing companies, as well as companies expanding their economic footprints in the Area. In July 2020, Tesla announced their plans to build a Gigafactory on approximately 2,100 acres the company purchased on SH 130 in southeast Austin. The approximately 4.2 million square foot facility reportedly cost over $1.1 billion to construct and is now in operation with over 20,000 employees as of December 2023. In November 2021, Samsung announced their plans to construct a $17 billion chip manufacturing facility on approximately 1,000 acres they purchased in Taylor, Texas which is located east of Round Rock. Samsung's facility will reportedly contain over six million square feet when completed in 2025.

Like most Sunbelt cities, Austin's major employment centers are concentrated in the downtown area as well as key suburban centers. The fact that Austin serves as the Capital of Texas and is the location of the flagship campus for the University of Texas at Austin, results in dense employment concentrations located just north of the central business district. Austin's suburban employment nodes are primarily located north, northwest, northeast and southwest of the downtown area. The primary arterials supporting major employers and large concentrations of office and industrial space include IH 35, U.S. Highway 183, SH 130 Toll Road, U.S. 290 Tollway, Ben White Boulevard, MoPac Expressway (Loop 1), and Loop 360.

Based on historic growth patterns in the region, as well as the overall pro-growth mentality of Williamson County (located immediately north of Travis County), we expect employer interest will continue to focus on this area for expansion in the coming decade. Although Hays County has not traditionally been looked to by major employers and developers to site large facilities, it will become more appealing as the drive times increase in north and northwest Austin. Now that SH 45 Southeast and SH 130 are complete, the transportation infrastructure in Hays County has been improved.

**Transportation Infrastructure**

Although a number of new roadway projects have been built in the Austin region in the last decade, with the explosive population growth the area has experienced in recent years traffic congestion has only worsened. With limited local and state funds available to build new roads, most of the major roadway projects planned and built in recent years have been toll roads.

The six major roadway projects that have been built in the Austin region over the last decade (all of which are toll roads) include SH 130 which is located on the eastern edge of Austin and extends from Georgetown to Seguin, the 290 Toll Road that extends 6.2 miles from U.S. 183 to East Parmer Lane (immediately west of Manor), SH 45 North that extends from U.S. 183 to SH 130 in Pflugerville, SH 45 Southeast that extends from IH 35 in far south Austin to SH 130 south of Austin-Bergstrom International Airport, 45SW Toll which connects Loop 1 (MoPac Expressway) to FM 1626 in Hays County, and the 183A toll road extending from RM 620 to just south of SH 29 in Liberty Hill.

## Austin Region Toll Roads Map

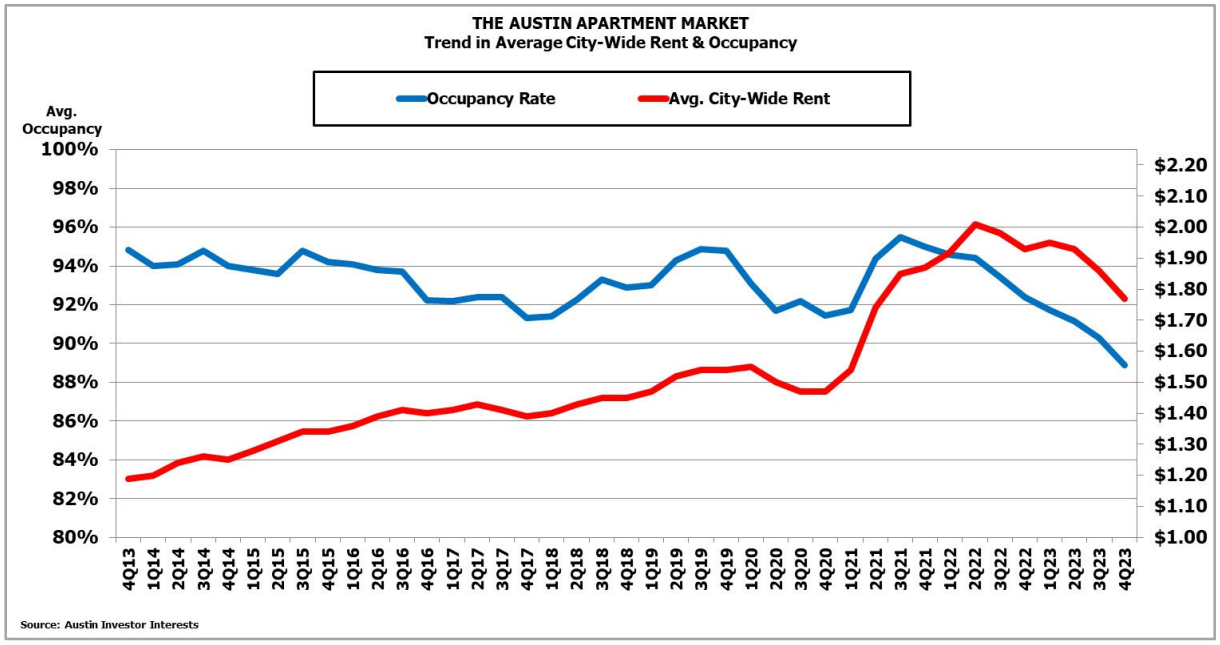


## THE AUSTIN METROPOLITAN STATISTICAL AREA-HOUSING

### The Apartment Market

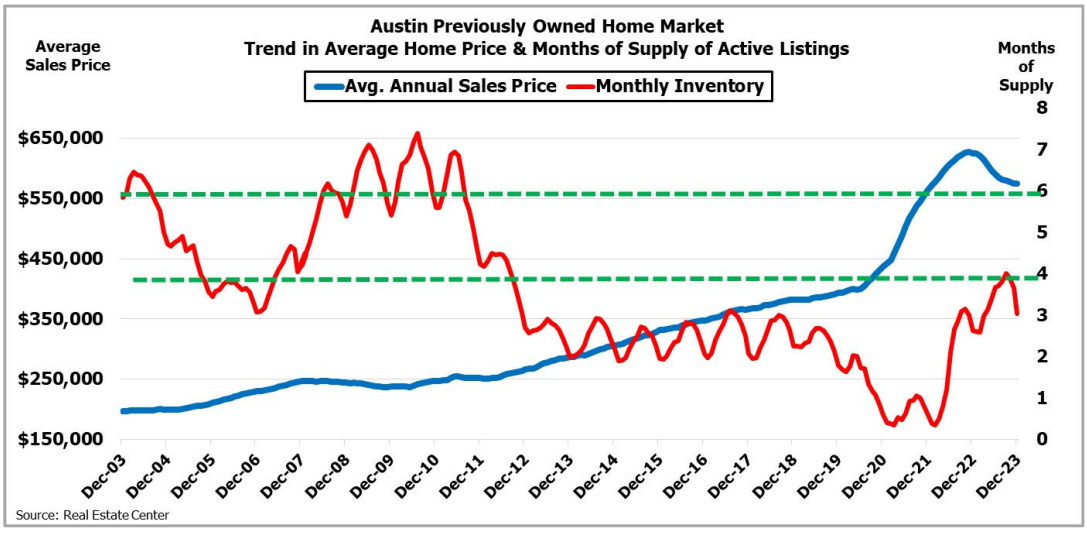
Like most Sunbelt cities, Austin's surge of in-migration during 2020 and 2021 resulted in strong absorption and sharply higher rents in the apartment market. In 2021, over 18,500 apartments were absorbed in the region, while only 11,221 new units were delivered. As a result of this imbalance in supply and demand, average rents increased over 25% from 3Q20 to 3Q21, with market-wide average occupancy eclipsing 95%.

With employment growth slowing in recent quarters, the most recent absorption figures for the apartment market suggest in-migration into the Austin region has slowed as well. Over the last four quarters, net absorption of apartments totaled 6,500 units, while nearly 16,000 new units were delivered in the market. As the exhibit below indicates, the result of the most recent imbalance has been decreasing occupancy and rents. With over 50,000 units under construction in the region, the absorption totals over the next several quarters will be increasingly significant with respect to the health of the apartment market moving forward.



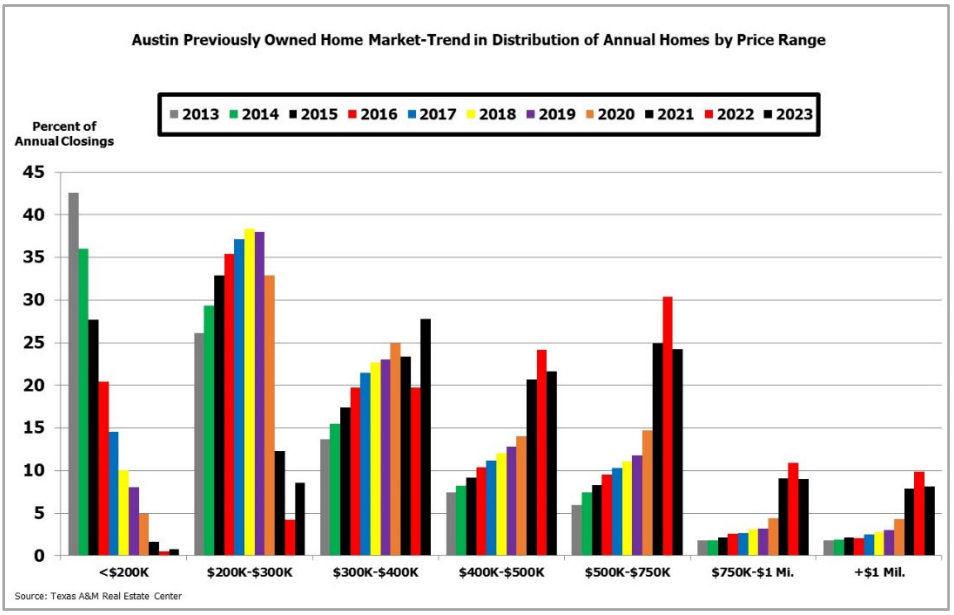

### The Previously Owned Home Market

The market for previously owned homes in the Austin region has been strong for a number of years, and while sales slowed during the first few months of the pandemic, like many other markets across the U.S. the demand for homes surged in May of 2020 resulting in historically low inventory levels and record levels of price appreciation. The sharp increase in home sales (both resale and new homes) was the result of several factors, the most significant of which were strong in-migration from other parts of the U.S., the desire for more space (both indoor and outdoor), and historically low mortgage interest rates.



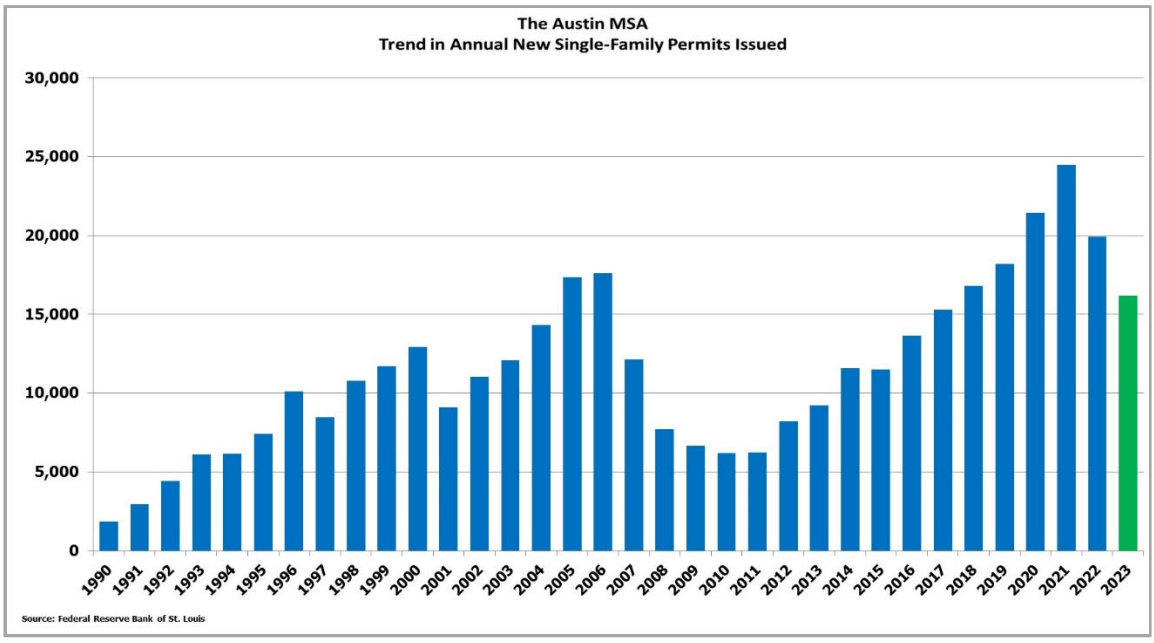

With the surge in mortgage interest rates in mid-2022, the volume of home sales began to decline, and continued to moderate through 2023. The total number of closings in the region dropped nearly 30% from early 2021 to December 2023. While still tight, the level of available inventory has also increased in recent months, going from a low of less than 0.4 MOS in early 2021 to just over 3.0 MOS in late 2023. Another reason sales volumes have dropped is also tied to the number of current home owners who either purchased their homes or refinanced when mortgage interest rates fell below 3% in 2021.

Both exhibits on this page reflect the surge in home prices over the last few years, as well as the moderate pullback in pricing over the last approximately 12 months. While as recently as 2020 over 40% of homes were priced under $300,000, in 2023 less than 10% of closings were priced below $300,000. The largest increase in sales volume between 2020 and 2022 was for homes priced above $400,000 which accounted for over 75% of sales, compared to 37% of sales in 2020. Between May 2020 and May 2022, the average home price in the Austin region increased 51%, with the median increasing 68% during the same time period.



## The New Home Market

Like the market for previously owned homes, new home sales slowed in March and April of 2020 with the onset of the pandemic, with the pace of sales beginning to surge in early May. Similar to the resale market, the sharp increase in the demand for new homes was driven by strong job growth, unprecedented levels of in-migration from other parts of the U.S., the desire for more space, renters fleeing apartments, and record low interest rates. Although there continues to be pockets of new home construction within the City of Austin, new home activity is strongest in sub-markets outside the city. Sub-markets experiencing the most new home construction in recent years include Leander, Liberty Hill, Pflugerville, Hutto, Kyle/Buda, Del Valle and Manor.




New home prices rose sharply over the 20 months following the beginning of the pandemic driven by an extreme imbalance in demand over supply, as well as higher material and labor prices, and higher land and lot prices. Like builders across the U.S. over the last few years, builders in Austin dealt with materials shortages as well as severe delays in the delivery of building components which resulted in significant increase in build times.

Similar to the resale market, new home sales began to slow in May of 2022, and continued to slow through the end of the year. The reasons for the slowdown in new home sales were the same as for the resale market, including sharply higher interest rates, two years of significant home price increases, as well as a drop in consumer confidence tied to historically high inflation and growing uncertainty over the economy. As the exhibit suggests, builders reacted quickly to the slowdown in sales by pulling back on their starts pace (annual starts dropped 33% from 4Q21 to 4Q23), while also becoming more conservative on lot and land purchases.

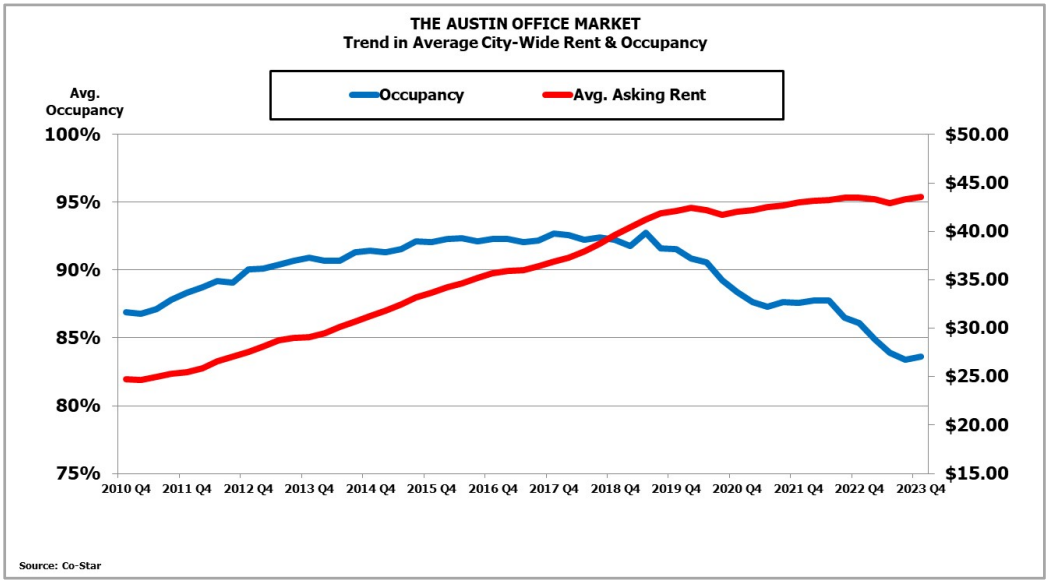
In contrast to the resale market, new home sales bounced back in early 2023, and remained fairly strong through the early part of the summer. Production builders reported that interest rates stabilizing, as well as buyers returning to the market after backing away from their purchases in

early 2022, were the primary drivers for sales to start the year. With interest rates increasing again during the summer and fall, new home sales have since slowed. While builders reported good sales activity to finish 2023, incentives including price concessions on inventory homes as well as interest rate buy-downs are critical to fuel sales in the current environment. Also, builder's ability to buy down interest rates contrasts sharply with the resale market where sellers can't compete on mortgage interest rates.

## AUSTIN'S COMMERCIAL REAL ESTATE SECTORS

The statistics referenced below for the Austin office, industrial and retail markets were provided by Co-Star which is an international real estate information company that conducts quarterly surveys of the commercial sectors in the Austin market.

### The Office Market



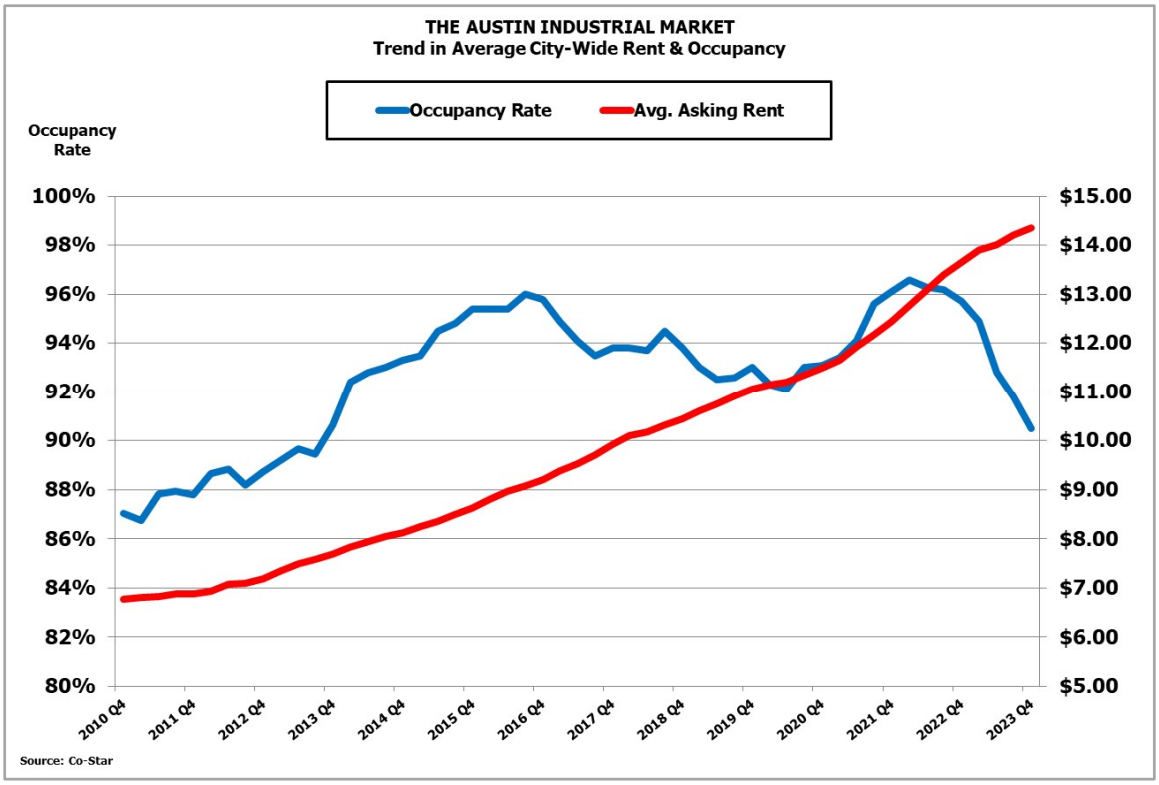

As the exhibit indicates, the dynamics in the Austin office market remained strong from the beginning of the most recent cycle until the onset of the pandemic, with stable occupancy rates and continued increases in overall rental rates resulting from more demand for office space than available supply. During the initial months of the pandemic leasing velocity dropped significantly as companies delayed most decisions having to do with taking on more office space, with many companies also offering up unneeded space to the sub-lease market.

It has been well documented in recent months that office markets across the U.S. continue to soften as large companies pull back on their office footprints. The result has been declining occupancy rates in most major U.S. cities, including Austin. Although face rental rates have generally remained stable through the fourth quarter of 2023, leasing brokers report that owners are increasingly offering more free rent and generous tenant improvement allowances in order to entice perspective tenants to lease space.

In the Austin market net absorption of office space was (1,386,584) square feet in 2023. Sub-lease space in the Austin market now tops five million square feet, with over 4.7 million square

feet of space still under construction (just under 7% of total speculative space in the market). While job growth in the region remains strong, unlike previous cycles it's not translating into meaningful leasing activity.

## The Industrial Market

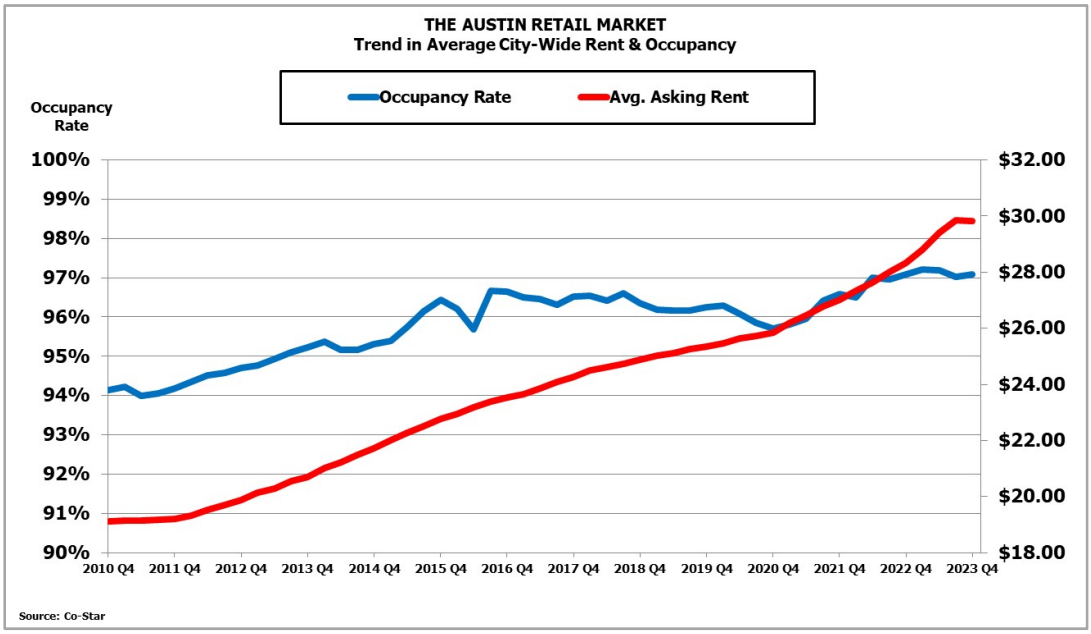



Consistent with most major metropolitan areas in the U.S., the demand for industrial space surged during the first 24 months of the pandemic due to the sudden need for more just-in-time inventory, as well as the growing need for space from both the commercial and residential construction sectors. The overall occupancy rate for industrial space was 93.3% in 4Q20 and increased to 96.8% as of 1Q22. Overall average rents for industrial space were $11.37 per square foot in 4Q20 and increased to $14.36 per square foot as of 4Q23.

The absorption of industrial space in the region has been strong over the last two years, with 2.6 million square feet absorbed in 2022 and nearly five million square feet of space absorbed in 2023. According to local industrial brokers, major contributors to leasing velocity in recent quarters include Tesla and Samsung, especially with respect to their various suppliers.

Even with robust absorption totals the last two years, the overall occupancy rate for industrial space has decreased over the last 12 to 18 months, and now stands at 90.5%. With nearly 12 million square feet of space under construction in the Austin region, absorption will need to remain strong if the occupancy rates are to remain above 90%.

## The Retail Market




While in recent years the retail sector has slowed in many metropolitan areas across the U.S., in Austin the strong job and population growth during the economic expansion helped keep the retail market strong in the region. Co-Star reports that overall market occupancy rates for retail space in the Austin market have remained above 95% for the last 10 years, with average asking rents increasing during most of this period as well. What also sets Austin apart from many cities in the U.S. is the fact the region is still seeing new construction of retail space catering to its increasing population.

While the impacts of the pandemic were severe with respect to the retail market, with many retailers either closed for multiple months or forced to close their operations, the surge in population growth in the region in recent years, and especially during the pandemic, have ultimately resulted in the market dynamics in the retail sector remaining strong.

## Summary

For decades the State of Texas and the University of Texas were primary drivers for the Austin economy. Over the last approximately 25 years, the region's economy has transformed into one of the leading technology centers in the nation. What started as major chip manufactures (IBM, Motorola, 3M, TI, Applied Materials, Samsung and others) beginning to locate facilities in Austin, followed by the growth of Dell Computer in the late 1990s, morphed into significant growth in recent years by companies such as Apple, Facebook, Google, Amazon, Tesla, Oracle, and more. The result of this corporate expansion into the Austin region has been explosive job and population growth since the beginning of the most recent cycle, which led to strong market conditions for all commercial property types, as well as the residential sectors.

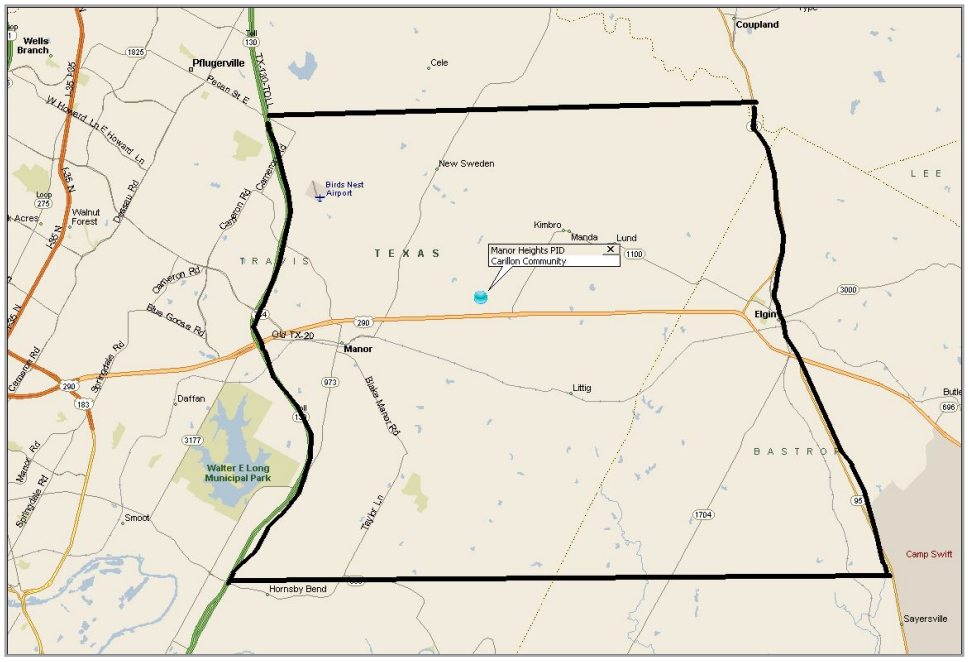
Although the shutdowns resulting from the pandemic had a sudden and negative impact on the local economy, especially in the Leisure & Hospitality and Retail Trade sectors, the region's economy rebounded sharply with significant job gains recorded since the summer of 2020. From a real estate perspective, the area's housing markets (both rental and for sale) benefitted from strong in-migration from other regions, historically low mortgage interest rates, as well as the movement to increased work from home policies for many employers.

While the most recent employment statistics indicate job growth in the Austin region remains strong, the pace of job creation is well below the totals seen during the first two years of the pandemic. With inflation still above FED target levels, and mortgage interest rates now just below 7%, risk levels for investment in commercial real estate have elevated over the last two years. Although the key metrics for Austin's real estate sectors remain healthy (the exception being the office market), we anticipate demand for most property types will moderate as we move through the balance of 2024. The degree of the slowdown in our real estate economy will be dictated by the condition of the larger global and U.S. economy in the coming quarters.

## NEIGHBORHOOD ANALYSIS

A neighborhood can be considered as a part of a larger city or community wherein there is a tendency towards the grouping of land utilization. As defined in the 15th Edition of *The Appraisal of Real Estate*, 2020, "The boundaries of market areas, neighborhood, and districts identify the areas that influence a subject property's value." A neighborhood may be an urban or suburban development, which may include residential, commercial, industrial or other land uses that are generally characterized as being homogeneous in some respects and include a unified area with some definite boundaries.

The purpose of a neighborhood analysis is to provide a bridge between the study of general influences on all property values and the analysis of a particular subject. Neighborhood boundaries are identified by determining the area in which the four forces which effect value (social, economic, government and environmental) operate in the same way they effect the subject property.




For the neighborhood boundaries, we used the following boundaries:

**North:** Line extending east from the intersection of SH 130 and Pecan Street to SH 95
**East:** SH 95
**West:** SH 130
**South:** Line extending east from intersection of SH 130 and FM 969 to SH 95

The subject neighborhood's growth pattern is in a west to east direction (from Austin, going east). The addition of SH 130, and the SH 130 and U.S. Highway 290 interchange, helped spur development. The neighborhood's home affordability (generally equal to or less than median home prices in the Austin-Round Rock MSA) is attractive to first time homebuyers.

Austin's CBD is 16 miles southwest of the Manor Heights (i.e., Carillon) community. Austin Bergstrom International Airport is 14 miles southwest from the property. Tesla's factory (opened January 2022) is 11 miles southwest of the subject.

## Demographic Analysis

The following table provides a summary of the neighborhood's demographics in the Neighborhood Analysis (all demographic data from 2023 and 2028 projections is from Site To Do Business).

| Summary | Census 2020 | 2023 | 2028 |
|---|---|---|---|
| Population | 49,216 | 64,909 | 80,632 |
| Households | 15,353 | 20,500 | 26,123 |
| Average Household Size | 3.2 | 3.16 | 3.08 |
| Owner Occupied Housing Units | 77.5% | 77.9% | 79.4% |
| Renter Occupied Housing Units | 17.1% | 15.9% | 14.1% |
| Median Age | 32.5 | 32.9 | 32.5 |

| Trends: 2023 - 2028 Annual Rate | Area | MSA | State |
|---|---|---|---|
| Population | 4.43% | 1.85% | 0.97% |
| Households | 4.97% | 2.03% | 1.15% |
| Median Household Income | 2.30% | 2.36% | 2.56% |

The neighborhood's population is increasing at a significantly faster rate than Texas and the Austin MSA. The area's median age of 32.5 is younger than the MSA's median age of 35.2. This is primarily due to the subject's neighborhood fast growth associated with affordable housing and first time homebuyers.

| | 2023 | | 2028 | |
|---|---|---|---|---|
| Households by Income | Number | Percent | Number | Percent |
| Household Income Base | 20,500 | 100% | 26,123 | 100% |
| <$15,000 | 1,169 | 5.7% | 1,254 | 4.8% |
| $15,000-$24,999 | 779 | 3.8% | 679 | 2.6% |
| $25,000-$34,999 | 1,251 | 6.1% | 1,097 | 4.2% |
| $35,000-$49,999 | 2,030 | 9.9% | 2,142 | 8.2% |
| $50,000-$74,999 | 2,932 | 14.3% | 3,422 | 13.1% |
| $75,000-$99,999 | 4,305 | 21.0% | 5,225 | 20.0% |
| $100,000-$149,999 | 4,346 | 21.2% | 6,113 | 23.4% |
| $150,000-$199,999 | 2,378 | 11.6% | 3,866 | 14.8% |
| $200,000+ | 1,333 | 6.5% | 2,325 | 8.9% |
| | | | | |
| Median Household Income | $85,018 | | $95,242 | |
| Average Household Income | $104,395 | | $122,191 | |
| Per Capita Income | $32,925 | | $39,370 | |

The area's median household income (MHI) is 5.2% less than the MSA's MHI; average household income for the subject's area compared to the MSA is 17.2% less; and per capita income in the area is 32.8% less than the MSA's average.

| | Census 2020 | | 2023 | | 2028 | |
|---|---|---|---|---|---|---|
| **Population by Age** | **Number** | **Percent** | **Number** | **Percent** | **Number** | **Percent** |
| 0 - 4 | 4,725 | 9.6% | 5,582 | 8.6% | 7,015 | 8.7% |
| 5 - 9 | 4,577 | 9.3% | 5,582 | 8.6% | 7,015 | 8.7% |
| 10 - 14 | 4,479 | 9.1% | 5,323 | 8.2% | 6,773 | 8.4% |
| 15 - 24 | 6,398 | 13.0% | 8,568 | 13.2% | 10,321 | 12.8% |
| 25 - 34 | 7,875 | 16.0% | 9,801 | 15.1% | 13,304 | 16.5% |
| 35 - 44 | 7,235 | 14.7% | 9,996 | 15.4% | 12,014 | 14.9% |
| 45 - 54 | 6,300 | 12.8% | 7,529 | 11.6% | 9,192 | 11.4% |
| 55 - 64 | 4,134 | 8.4% | 6,296 | 9.7% | 6,854 | 8.5% |
| 65 - 74 | 2,067 | 4.2% | 4,089 | 6.3% | 5,160 | 6.4% |
| 75 - 84 | 1,083 | 2.2% | 1,623 | 2.5% | 2,338 | 2.9% |
| 85+ | 345 | 0.7% | 454 | 0.7% | 564 | 0.7% |

| | Census 2020 | | 2023 | | 2028 | |
|---|---|---|---|---|---|---|
| **Housing Units by Occupancy Status and Tenure** | **Number** | **Percent** | **Number** | **Percent** | **Number** | **Percent** |
| Total Housing Units | 15,353 | 100% | 20,500 | 100% | 26,123 | 100% |
| Occupied | 14,539 | 94.7% | 19,209 | 93.7% | 24,451 | 93.6% |
| Owner | 11,899 | 77.5% | 15,970 | 77.9% | 20,141 | 77.1% |
| Renter | 2,625 | 17.1% | 3,260 | 15.9% | 3,866 | 14.8% |
| Vacant | 814 | 5.3% | 1,292 | 6.3% | 1,672 | 6.4% |

The area has a small percentage of vacant homes. A significant percentage of the area's homes are occupied by owners.

| | 2023 | | 2028 | |
|---|---|---|---|---|
| **Owner Occupied Housing Units by Value** | **Number** | **Percent** | **Number** | **Percent** |
| Total | 17,031 | 100.0% | 22,182 | 100.0% |
| <$50,000 | 1,124 | 6.6% | 177 | 0.8% |
| $50,000-$99,999 | 664 | 3.9% | 111 | 0.5% |
| $100,000-$149,999 | 988 | 5.8% | 266 | 1.2% |
| $150,000-$199,999 | 2,078 | 12.2% | 909 | 4.1% |
| $200,000-$249,999 | 3,014 | 17.7% | 2,861 | 12.9% |
| $250,000-$299,999 | 2,163 | 12.7% | 3,128 | 14.1% |
| $300,000-$399,999 | 2,776 | 16.3% | 4,902 | 22.1% |
| $400,000-$499,999 | 1,873 | 11.0% | 4,481 | 20.2% |
| $500,000-$749,999 | 1,465 | 8.6% | 3,349 | 15.1% |
| $750,000-$999,999 | 409 | 2.4% | 1,087 | 4.9% |
| $1,000,000-$1,499,999 | 358 | 2.1% | 643 | 2.9% |
| $1,500,000-$1,999,999 | 85 | 0.5% | 177 | 0.8% |
| $2,000,000+ | 68 | 0.4% | 89 | 0.4% |
| | | | | |
| Median Value | $265,060 | | $374,460 | |
| Average Value | $331,169 | | $442,221 | |

The subject neighborhood is a bedroom community (i.e., most people living in the area commute to work).

The exhibit summarizes Texas Education Agency statistics for the Manor ISD and Elgin ISD, where the Carillon community is located. The data in the following table is from Texas Education Agency (TEA) from 2022 (most recent available).

**Texas Education Agency School District Performance Comparison -- 2022**

| School District | Total Student Enrollment | Annual Dropout Rate (9-12) | 4 Year Graduation Rate (9-12) | Avg. SAT Score | Avg. ACT Score | Avg. Teacher Salary | Avg. Annual Teacher Turnover |
|---|---|---|---|---|---|---|---|
| Austin | 71,883 | 1.2% | 96.3% | 1,048 | 26.1 | $56,424 | 18.1% |
| Bastrop | 11,947 | 0.3% | 95.9% | 928 | 21.2 | $55,921 | 23.1% |
| Del Valle | 10,853 | 0.9% | 94.4% | 881 | 15.4 | $59,243 | 21.2% |
| **Manor** | **9,029** | **2.6%** | **92.3%** | **867** | **17.8** | **$55,585** | **30.0%** |
| **Elgin** | **4,985** | **2.0%** | **89.6%** | **885** | **N/A** | **$55,622** | **26.5%** |
| Dripping Springs | 7,859 | 0.8% | 98.6% | 1,169 | 23.5 | $55,513 | 16.8% |
| Hays | 21,345 | 2.1% | 92.1% | 990 | 23.1 | $58,611 | 14.1% |
| Lockhart | 6,117 | 3.6% | 93.0% | 893 | 21.0 | $54,420 | 19.5% |
| San Marcos | 8,136 | 4.2% | 80.4% | 977 | 19.3 | $55,336 | 18.2% |
| **State of Texas** | **5,402,928** | **2.4%** | **90.0%** | **1,002** | **20.0** | **$58,887** | **17.7%** |

*Source: Texas Education Agency*

Manor ISD is mid-size school districts in the Austin-Round Rock metro area. The district's graduation rate and test scores are generally less than averages from the metro area and statewide numbers. Although the Manor ISD is currently behind most of the other local school districts in most of these categories, the area's location and affordability will continue to make it attractive for homebuyers.

Elgin ISD has about 55% of the enrollment as Manor ISD. Elgin's dropout rate is less than Manor's rate. The two districts' other rates are similar to each other.

The next table shows the education attainment for persons 25 and older.

| 2023 Population 25+ by Educational Attainment | |
|---|---|
| Total | 40,076 |
| Less than 9th Grade | 9.0% |
| 9th - 12th Grade, No Diploma | 6.7% |
| High School Graduate | 23.9% |
| GED/Alternative Credential | 6.2% |
| Some College, No Degree | 19.3% |
| Associate Degree | 6.1% |
| Bachelor's Degree | 19.8% |
| Graduate/Professional Degree | 8.9% |

*Source: Site To Do Business*

The percentage of subject neighborhood's population to receive a bachelor or graduate degree is 28.7%. The Austin-Round Rock attainment of bachelor or graduate degree is 50.6%.

The next table is from Ersi and shows the market area's number employed, unemployment rate, and types of occupation. As can be seen, the area's workforce is reasonably diverse.

| 2023 Employed Population 16+ by Occupation | |
|---|---|
| Total | 33,483 |
| **White Collar** | **58.4%** |
| Management/Business/Financial | 16.1% |
| Professional | 21.4% |
| Sales | 7.1% |
| Administrative Support | 13.9% |
| **Services** | **16.0%** |
| **Blue Collar** | **25.6%** |
| Farming/Forestry/Fishing | 0.4% |
| Construction/Extraction | 8.6% |
| Installation/Maintenance/Repair | 2.4% |
| Production | 4.6% |
| Transportation/Material Moving | 9.5% |

*Source: Site To Do Business*

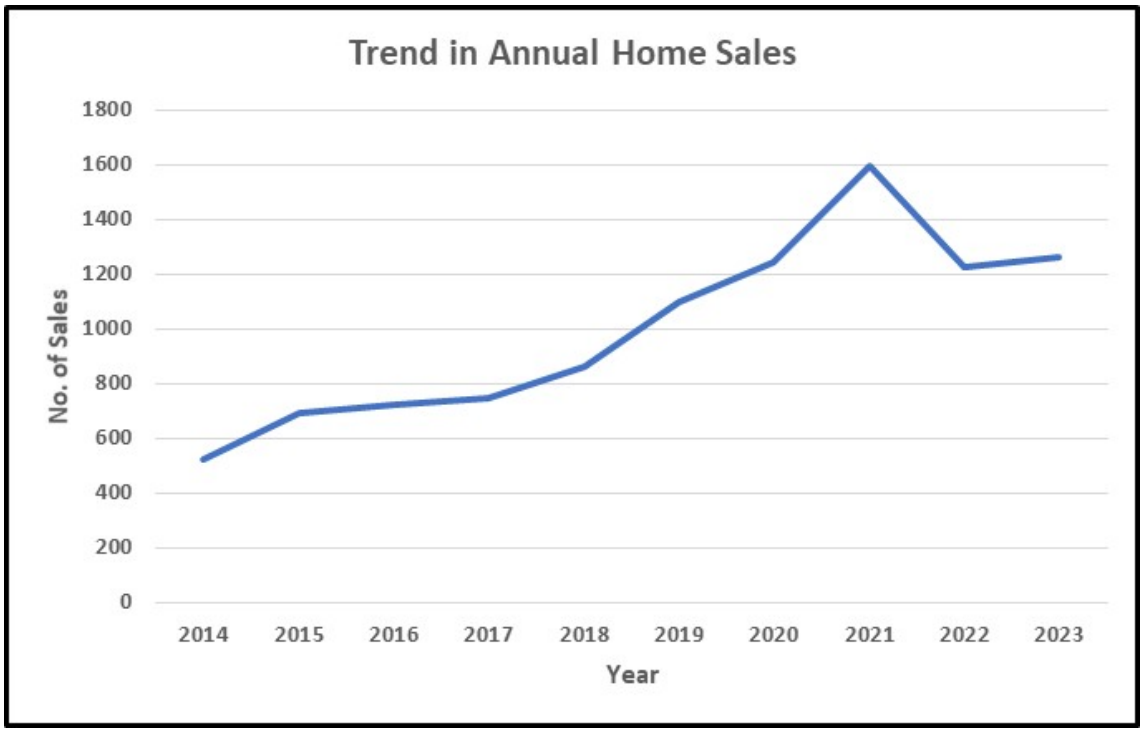
The neighborhood's percentage of white collar, services, and blue-collar employment percentages are slightly different than the metro area's percentages (71.0%, 13.6%, and 15.4%), respectively.

## Residential Market Analysis

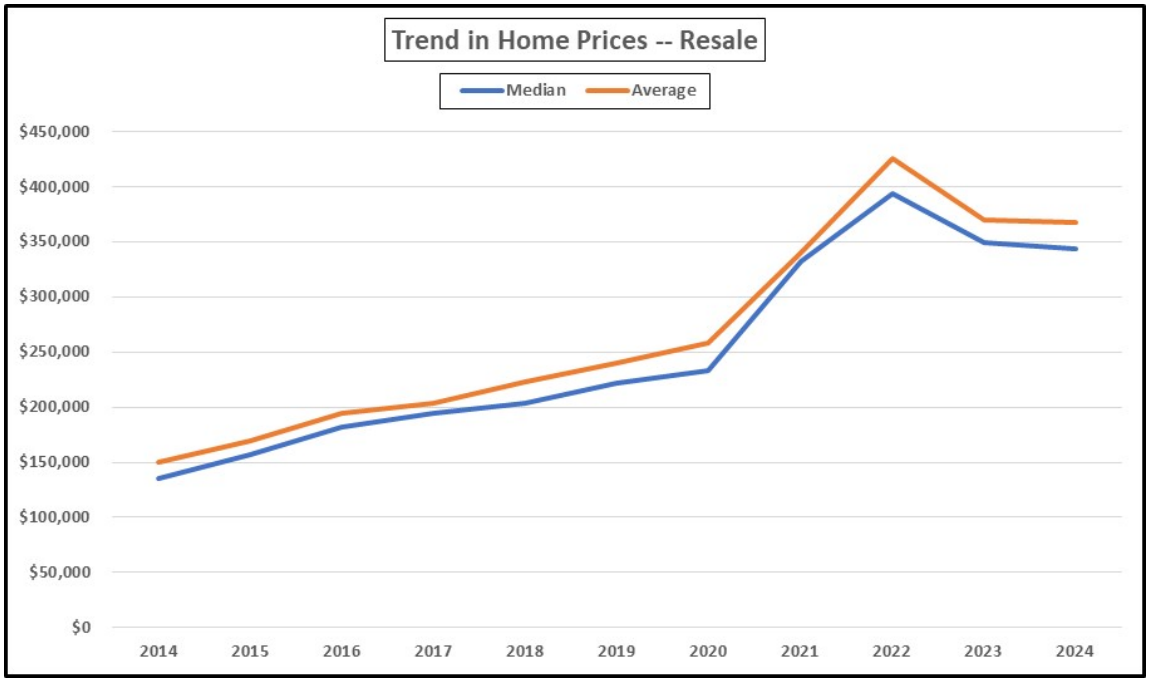
As a submarket in the Austin market, the market area includes communities with mostly modest price points often from first time buyers. Traditionally, more affordable housing has been offered in communities located east of Austin, along U.S. Highway 290.

We searched MLS data for home sales in the subject's market area.

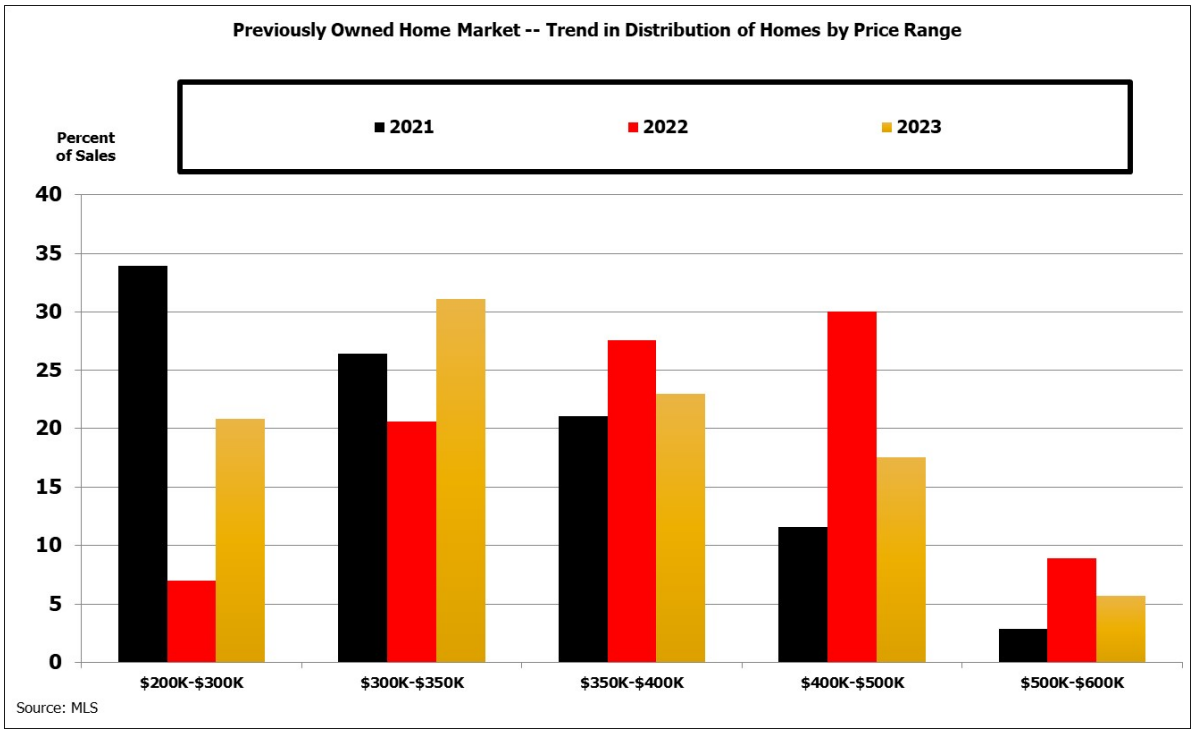
Like the Austin regional market, over the last several years there has an imbalance in the supply and demand for housing in the subject's market area that resulted in strong sales activity with rapidly rising home prices. As the exhibit indicates, annual closed sales in the market generally increased from 2014 to 2021; an increase of 204.2%. In the Spring 2022, the Federal Reserve began increasing interest rates. The continued rate increase throughout 2022 made home buying unaffordable to many would be buyers. The number of annual sales declined slightly from levels in 2021.




The average and median sales price information included in the exhibit indicates strong price appreciation occurred in the market area between 2014 and 2022. In 2022, the average price of a home sold through the MLS in the market area was $425,583, while the median sales price was $393,825. In 2023, the average and median home prices declined to $369,984 and $349,718, respectively. This price decrease is largely attributed to the increase in mortgage rates that occurred between the Spring 2022 and the second half of 2023, which decreased buying power for many prospective homebuyers.

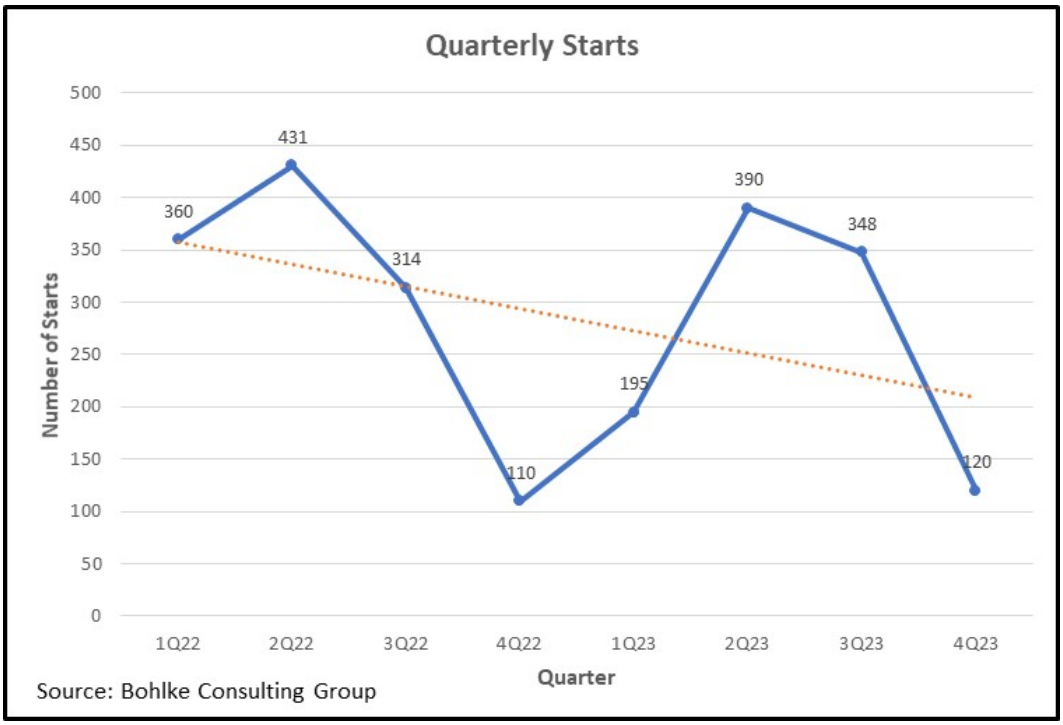


The exhibit summarizes the distribution of home sales in the subject's market by price range from 2021 through 2023. The statistics mirror those for the larger Austin market, where overall pricing has increased significantly in recent years. In 2023, the number of sales of homes priced more than $350,000 began to decline as a result of the reduced buying power due to higher mortgage interest rates. This impacted home prices as well as sales velocity. More of the velocity was seen in the more affordable homes.




## New Home Market Trends

Lot development and new home activity have been strong within the subject market area for several years. Manor and Elgin's proximity to Austin, their location along and near U.S. Highway 290, as well as its established school systems all served as drivers for housing demand in the area. The following chart shows the quarterly starts over the past eight quarters from 16 of the top performing communities in the subject's market area.




Because of the increase in mortgage rates, starting in mid-2022, the overall trend in starts was declining. However, Second and Third Quarters of 2023 showed an increase in the numbers of starts. The declines in Fourth Quarter of 2022 and 2023 were likely associated with seasonal influences.

New home prices in the subject's neighborhood appeal to first time homebuyers, as they tend to be more affordable than many other areas of Austin.

The next table shows the subdivisions with the highest annual starts in the neighborhood over the last four quarters. The subject has the greatest number of starts in 2023 and two year total.

**Neighborhood Communities Ranked by 2023 Starts**

| Project | School District | 2022 Total | 2023 Total | Active Builders | Lot Sizes |
|---|---|---|---|---|---|
| Carillon | Manor/Elgin | 160 | 228 | DR Horton, Richmond American, Chesmar, Brightland | 50' |
| Trinity Ranch | Elgin | 0 | 174 | Century, Trophy Signature | 40', 45', 50' |
| Harvest Ridge | Elgin | 63 | 103 | Brohn | 40', 50' |
| Shadow Glen | Manor | 258 | 102 | Meritage, Perry, Terrata, Brightland | 45', 50', 55', 60', 70' |
| Elm Creek | Elgin | 109 | 89 | Lennar | 40', 50' |
| Lagos | Manor | 74 | 83 | Ashtown Woods, Pulte, Milestone | 40', 50' |
| Presidential Meadows | Manor | 116 | 42 | KB Home | 40' |
| Homestead Estates | Elgin | 114 | 27 | LGI | 45' |
| Pioneer Hill | Manor | 147 | 10 | DR Horton | 35', 40', 45', 50' |

Source: Bohlke Consulting Group

Included below is a table summarizing information on 13 communities that have varying levels of entitlements that at some point represent future lot supply in the market area (some of these communities are already active, while several will represent new residential projects).

**Partial Future Lot Supply**

| Community | Location | School District | Identified Future Lots | Owner/Developer | Lot Size | Status |
|---|---|---|---|---|---|---|
| Briarwood | South side of FM 1100 west of County Line Rd | Elgin | 774 | Ashton Gray | 50' | Active |
| Brickston | North side of US 290, east of Abrahamson Rd | Elgin | 2,200 | Tx Bridal Trails | 40', 45', 50', 60' | Active |
| Carillion | East side of Old Kimbro Rd, north of US Hwy 290 | Manor | 1,500 | Forestar | 50' | Active |
| Eastwood | Between FM 973 and Blake Manor Rd, south of Manor | Manor | 2,305 | John Lloyd | 50' | Future |
| Evelyn | North side Blue Goose Rd west of Harris Branch Pkwy | Manor | 890 | Century Communities/Greenbrick | NA | Future |
| Lagos at Austin | East of FM 973, south of Blake Manor Rd | Manor | 2,300 | Dwyer Realty | 40', 50', 60' | Active |
| Lund Farm | West side County Line Rd north of Carlson Rd | Elgin | 1,856 | Blossoms Dev | NA | Future |
| Primavesta | North side Carlson Lane west of County Line Rd | Elgin | 838 | Prima Vesta Land | NA | Future |
| Shadow Glen | West of FM 973, north of US Hwy 290 | Manor | 1,030 | Perry Homes/Meritage | 45', 50', 60' | Active |
| Triada | FM 1100 to Carlson Road west of County Line Road | Elgin | 875 | Qualico | 35', 40' | Future |
| Trinity Ranch | East side of Upper Elgin River Rd, south of Elgin | Elgin | 1,264 | Century Communities, Greenbrick | 40', 45', 50' | Active |
| Two Creeks Crossing | North side of Gregg Manor Rd, east of SH 130 | Manor | 1,067 | Lennar | 40', 50' | Future |
| Wildhorse | SEC US Hwy 290 and SH-130 | Manor | 1,859 | Dwyer Realty | 40', 50', 60', 75', 100' | Active |
| | | **Total** | **18,758** | | | |

Source: City of Manor, City of Austin, Travis County, Other

From these 13 developments, there are approximately 19,000 future lots. There are additional lots proposed in smaller subdivisions showing less than 750 lots, as well as proposed developments that are not yet included in the publicly published reports. With the number of future lots planned for the area, we expect the submarket to have the lot capacity to continue to grow for many years.

## Neighborhood Economic Development Comments

The neighborhood's southwest corner boundary is only eight miles from Austin's CBD. As such, commuting to many of the downtown and centrally located employers, including the State of Texas and University of Texas is fairly easy.

Some of the major employers near the subject include Tesla (12,277), Applied Materials (4,590), Amazon Pflugerville Fulfillment (1,000), BAE Systems (691), Capitol Wright Distributing (581), FedEx (461), and Acme Brick (162).

Tesla's electric car manufacturing company "Gigafactory" located at the intersection of SH-130 and Harold Green Road, east of Austin (11 miles southwest of the subject community), started operations January 2022 (having a grand opening party April 7, 2022). Travis County gave Tesla

tax breaks of at least $14 million over 10 years. The factory currently (2023) employs about 20,000.

Amazon has completed a 3,200,000 SF distribution plant ("fulfillment center") on a 94 acre site. The facility is approximately nine miles northwest of the subject. The plant is anticipate to produce 1,000 full-time jobs. This facility will be a significant economic boost to the area.

Samsung is currently developing a $17 billion semiconductor FAB facility in Taylor. The 1,200 acre site is located near the former intersection of CR 401 and CR 404. Groundbreaking was in early 2022, with the target of having the facility operational in the second half of 2024. This project is the largest ever investment made by Samsung in the United States. It is projected to create over 2,000 high-tech jobs and thousands of related jobs once the facility is in full operation. Proximity to the Samsung FAB facility is expected to create major growth in both jobs and population in the vicinity of Taylor. The Samsung facility will be 14 miles northeast of subject.

## Conclusion

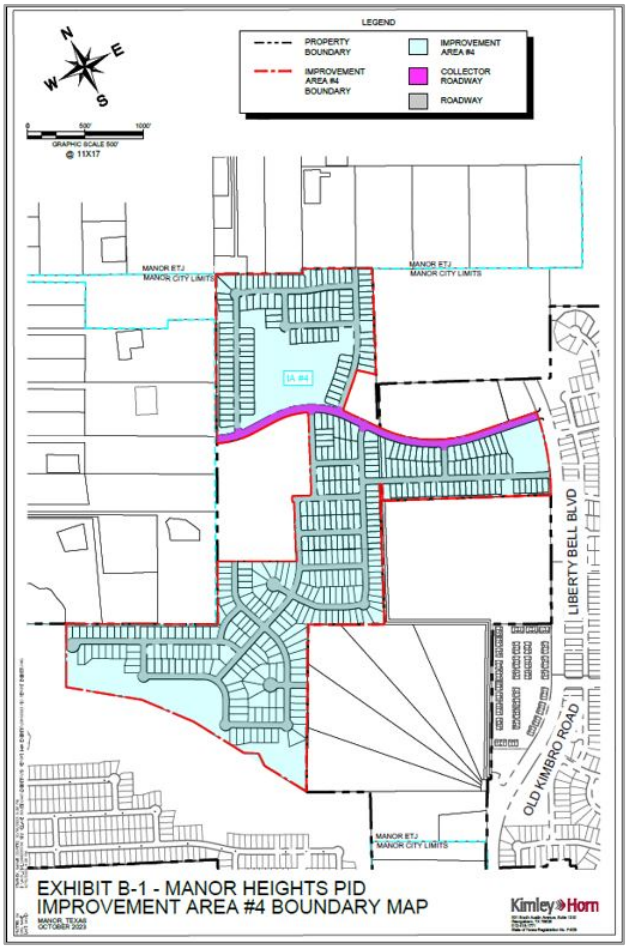
The significant development and home building activity now occurring in the subject neighborhood reflects the growth of Manor, Elgin, and East Travis County in the past 10 years. The growth pattern in the area is west to east; as evident by newer single-family residential developments in these areas. More affordable land and available utilities are major contributors to this growth. The subject neighborhood location east of and near SH-130 adds to its desirability.

The anticipated employment growth and associated population increases in the Austin MSA will result in the demand for more housing to accommodate the area's expanding number of households. The market area's proximity to Gigafactory Texas enhances the area. The addition of the nearby Amazon Fulfillment Center and the Samsung FAB are positive additions nearby. While many geographic sectors in the Austin region will experience new development and home building because of this growth, it is our expectation that the subject neighborhood will continue to represent a significant share of new single-family development and home building over the next five to ten years. The primary facilitators for this growth will be the availability of land that can be supplied with utility infrastructure, an existing roadway infrastructure that facilitates easy travel within and out of the market area, as well as home pricing that is below many of the other submarkets in the Austin region.

## SITE DESCRIPTION

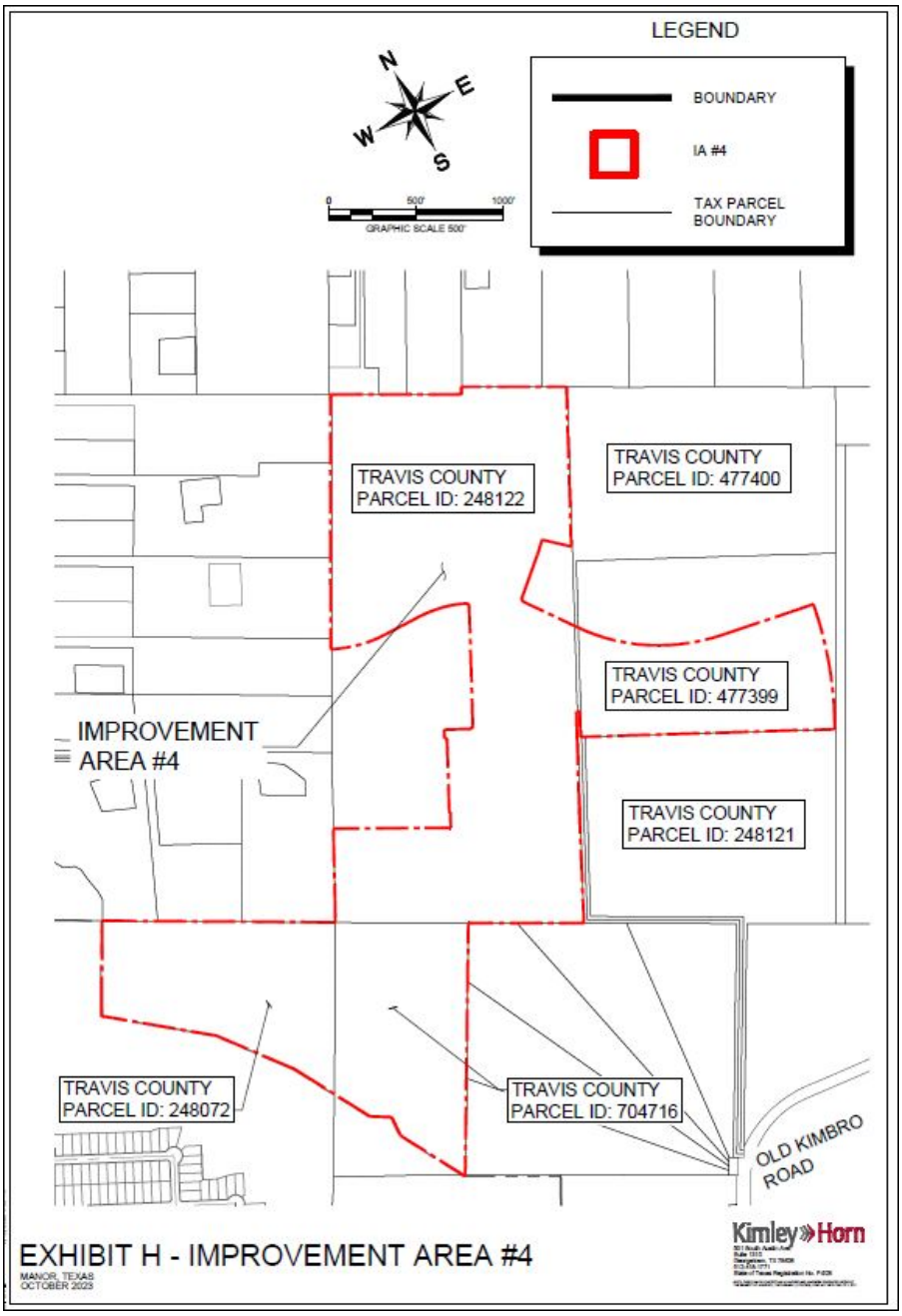
Land Description is "a study of factual data relating to the characteristics of undeveloped land or a site that create, enhance, or detract from the utility and marketability of that parcel." (From The Dictionary of Real Estate Appraisal, 7th Edition, 2022).

Included below is a brief description of the physical features of the subject parcels.




| | |
|---|---|
| Location: | North side of Old Kimbro Road, west of FM 1100 in Manor, Travis County, Texas. |
| Legal Description: | Multiple individual lots. Refer to plat in Addenda. |
| Tax Parcel I.D. Number: | Multiple Parcel ID numbers retain in our work file. |
| Land Size: | 173.086 acres (per Kimley Horn) |
| Shape: | Irregular |
| School District: | Manor ISD and Elgin ISD |

| | |
|---|---|
| Frontage/Access: | Development has 50’ wide residential streets. Rosen Way is 64’ wide. |
| Exposure/Visibility: | Good. |
| Topography/Drainage: | Undulating |
| Utility Status: | All utilities (water, sewer, and electricity) are connected or will be connected to the 456 finished residential finished lots. Bluebonnet Electric Cooperative provides electrical service. City of Manor provides water and wastewater. |
| Easements/Encumbrances: | Typical PUEs |
| Environmental Concerns: | We did not receive an ESA on the subject property. The area of the subject is not an overly sensitive environmental area. We did receive a Geotechnical Investigation (from August 2019) for Manor Heights, Phase 2. The purpose of this investigation was to establish subsurface conditions to determine design and thickness of pavement. Since the date of this study, streets with concrete curbs and gutters have been constructed. |
| Surrounding Property Uses: | Rural land, single family residential, some commercial, and industrial. |
| Existing Improvements: | None. |
| Development: | Plans are to put the existing subject lots in a newly created Public Improvement District (PID). The property is subject to a PUD zoning ordinance. The PID does not govern planned development. The boundaries of the development within the PID are as follows: |




PIDs are economic tools to fund public improvements benefiting the area within the PID.

We included the construction budget for the horizontal development costs in the Addenda.

## APPRAISED VALUE AND REAL ESTATE TAXES

The Travis Central Appraisal District (TCAD) appraises the real property for each of the following taxing jurisdictions. The following chart illustrates the 2023 tax rates per $100 for each of the taxing entities.

| Taxing Authority | 2023 Tax Rate |
|---|---|
| Austin Community College | $0.09860 |
| Travis County | $0.30466 |
| Travis County Healthcare | $0.10069 |
| City of Manor | $0.67890 |
| Manor Heights PID -- IA #3 | $0.33000 |
| Travis County ESD #12 | $0.09820 |
| **Sub-Total Without School Tax Rate** | **$1.61105** |
| | |
| Elgin ISD | $1.22570 |
| Manor ISD | $1.08610 |

Some lots are in Manor ISD and some lots are in Elgin ISD. We provided both tax rates for these school districts above.

The uncertified 2024 appraised values will be released in May 2024.

# ANALYSES

## HIGHEST AND BEST USE ANALYSIS

The term highest and best use, as used in this appraisal report and defined by *The Appraisal of Real Estate*, 15th Edition, Appraisal Institute, 2020, is:

> "The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value."

A distinction is made between the highest and best use of the land or site as though vacant and the highest and best use of the property as improved.

**Highest and best use of the land as though vacant**: Among all reasonable, alternative uses, the use that yields the highest present land value after payments are made for labor, capital, and entrepreneurial coordination.

**Highest and best use of property as improved**: The use of a property, as improved, that will maximize its value.

There are two types of highest and best use. The first type is highest and best use of land or a site as though vacant. The second is highest and best use of a property as improved. Each type requires a separate analysis. Moreover, in each case, the existing use may or may not be different from the site's highest and best use. When a site contains improvements, the highest and best use may be determined to be different from the existing use. Analysis of the highest and the best use of a property as improved implies that a property as improved may be continuation of the existing use, renovation or rehabilitation, expansion, adaptation, or conversion to another use, partial or total demolition, or some combination of these alternatives.

### Highest and Best Use - As Vacant

#### *Physically Possible*

The subject lots are located in the Manor Heights (Carillon) community, which is located north of Old Kimbro Road, west of FM 1100, and north of U.S. Highway 290.

The subjects include the following number of lots and areas:

| Land Use | No. of Lots | Lot Width | Lot Depth | Lot Area (SF) |
|---|---|---|---|---|
| Residential | 313 | 50 | 125 | 6,250 |
| Residential | 41 | 55 | 125 | 6,875 |
| Residential | 102 | 60 | 125 | 7,500 |

Utilities include water and wastewater provided by the City of Manor, electrical service from Bluebonnet Electric Cooperative, as well as gas (SiEnergy) and fiber optics.

Based upon the above physical characteristics, and considering the constraints imposed by visibility, size and location, we considered single family residential use of the lots to be physically possible uses.

***Legally Permissible***

As mentioned in the *Site Description*, the subject is located within the municipal jurisdiction of the City of Manor. As such, development of the subject must comply with the zoning regulations. The subject's zoning is the Planned Unit Development District. Existing and future phases of Carillon are in this zoning district. The Manor Heights PUD allows the development of approximately 1,500 single family and townhome units. The planned development on the subject site complies with zoning and permitted uses.

An additional factor in determining a legally permissible use is the appraisal principal of conformity. According to the 15th Edition of *The Appraisal of Real Estate*, 2020, "Conformity holds that real property value is created and sustained when the characteristics of a property conform to the demands of its market." Therefore, surrounding use becomes an important consideration in any Highest and Best Use Analysis. Land use near the subject includes rural land, single family residential, and commercial.

Based upon the subject's physical and legal constraints, as well as surrounding property uses, it is reasonable that single family residential subdivision development are physically possible and legally permissible.

***Financially Feasible and Maximally Productive***

The definition of highest and best use states that the highest and best use must result "in the highest present land value." In regard to the subject property, we interpret this portion of the definition to mean that the subject's land use plan must maximize density but remain within the range of supportable intensities of developments in the competing market. In other words, development on the subject site should be homogeneous with development that will occur in the competing market to be financially feasible.

For a use to meet the test of financial feasibility, the benefits of ownership in the form of rents and tax advantages must exceed the costs associated with acquiring the site, developing the improvements, and operating the property. For a property use to be financially feasible, the forces of supply and demand must be in balance and the property developed must provide sufficient income to return profit to the land.

The area has seen steady growth over the past 20 years. Austin-Round Rock MSA home prices decreased (month over month) every month since November 2022. However, mean and median home prices reached an all-time high in the middle of 2022. Other communities in the area have been financially feasible.

The subject's zoning, physical attributes, and surrounding uses indicate single family residential subdivision. Multiple types of land uses represent a financially feasible and maximally productive use of the site.

## Highest and Best Use As Vacant - Conclusion

Based upon the preceding discussion of the physically possible and legally permissible use for the subject, it appears that single family residential subdivision development is the highest and best use for the subject lots. Land uses for the subject is single family residential. Interior roads, platting, permitting, utilities, water quality ponds, etc. make the subject more attractive.

The appraisal assignment is for 456 vacant finished residential lots. Our appraisal uses the Hypothetical Conditions that all of the lots have been constructed as of the date of appraisal.

## Appraisal Methodology

We are appraising the 456 residential lots based on the Hypothetical Condition they are all completed, and as if sold to one buyer in one transaction. We applied a discounted cash flow (DCF) analysis. The first step in this process is to develop an opinion of the value of the fully developed lots prior to the application of the DCF. We applied the Sales Comparison Approach to the residential lots.

## SALES COMPARISON APPROACH – 456 SINGLE FAMILY RESIDENTIAL LOTS

The Sales Comparison Approach is defined as: "The process of deriving a value indication for the subject property by comparing sales of similar properties to the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant market-derived elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant when an adequate supply of comparable sales is available." (The *Dictionary of Real Estate Appraisal*, 7th Edition, published by the Appraisal Institute, 2015.)

A **systematic procedure** for applying the sales comparison approach includes the following steps:

1. Research the competitive market for information on properties that are similar to the property being appraised and that have been sold recently, or were listed for sale, or are under contract.
2. Verifying the information by confirming that the data obtained is factually accurate and that the transactions reflect arm's-length market considerations.
3. Select the most relevant units of comparison used by participants in the market and develop a comparative analysis for each unit.
4. Look for differences between the comparables being considered and the subject property using all appropriate elements of comparison.
5. Reconcile the various value indications produced from the analysis of comparables into a value indication from the sales comparison approach.

(*The Appraisal of Real Estate*, 15th Edition, published by the Appraisal Institute, 2020.)

When valuing real estate via the Sales Comparison Approach, the subject and comparables must be broken down into units of comparison. There are several units of comparison available in the application of the Sales Comparison Approach. Single family lot developers, as well as production home builders, generally use price per front foot (FF) as the unit of comparison when buying and selling finished lots. In our analysis we used the price per front foot (FF). We will first appraise the 456 residential lots.

### Finished Residential Lot Analysis

The 456 single family residential lots currently existing have a mix of lots as follows:

| Land Use | No. of Lots | Lot Width | Lot Depth | Lot Area (SF) |
|---|---|---|---|---|
| Residential | 313 | 50 | 125 | 6,250 |
| Residential | 41 | 55 | 125 | 6,875 |
| Residential | 102 | 60 | 125 | 7,500 |

Of the 456 lots, one builder (Continental Homes of Texas/D.R. Horton) contracted to buy 140 lots (31% of total) and a second builder (Brightland Homes) contracted to buy 119 lots (26% of total). The reported price per front foot is $1,850. All of these lots under contract are located in Phases 4A and 4B. Except for 26 55' lots, all of the contracted lots are 50'.

## Lot Price Comparison

The Sales Comparison Approach involves a comparison of the subject property to actual transactions of similar properties in order to arrive at an estimate of the subject's market value. One of the primary appraisal principles basic to this approach is the principle of substitution. The principle of substation "holds that the value of property tends to be set by the cost of acquiring a substitute or alternative property of similar utility and desirability within a reasonable amount of time." (The *Appraisal of Real Estate*, 15th Edition, published by the Appraisal Institute, 2020.)

In our analysis, we used the lot price per front foot. Other than frontage, all lots are similar and premiums for other factors do not appear to exist.

As previously discussed, 57% (259 lots) of the subject lots are under contract to two builders. The contract price per front foot is $1,850. There is an annual purchase price escalator of 7.0%. Initial lot takedowns are expected in April 2024.

The next table summarizes 208 lots under contract in April 2023 in Manor Heights Public Improvement District – IA#3:

**Manor Heights -- Lots Contracted**

| Builder | Lot Width | No. of Lots | Price/Lot | Price/FF |
|---|---|---|---|---|
| Continental Homes | 50 | 48 | $87,500 | $1,750 |
| Continental Homes | 55 | 2 | $87,500 | $1,591 |
| Continental Homes | 60 | 2 | $87,500 | $1,458 |
| Continental Homes | 50 | 40 | $87,500 | $1,750 |
| Continental Homes | 55 | 5 | $96,250 | $1,750 |
| Brightland/Gehan | 50 | 16 | $92,500 | $1,850 |
| Brightland/Gehan | 55 | 41 | $101,750 | $1,850 |
| Brightland/Gehan | 60 | 10 | $111,000 | $1,850 |
| Chesmar | 60 | 44 | $108,000 | $1,800 |
| **Totals/Averages** | | **208** | **$96,370** | **$1,790** |

The subject's current contact price per front foot ($1,850) is 3.4% greater than the weighted average price per front foot from April 2023.

## Discussion of Comparable Data

Most communities in the area are self-developed by homebuilders. That is to say, homebuilders acquire land, develop lots, then build homes on the lots. Consequently, there is little lot sales data available.

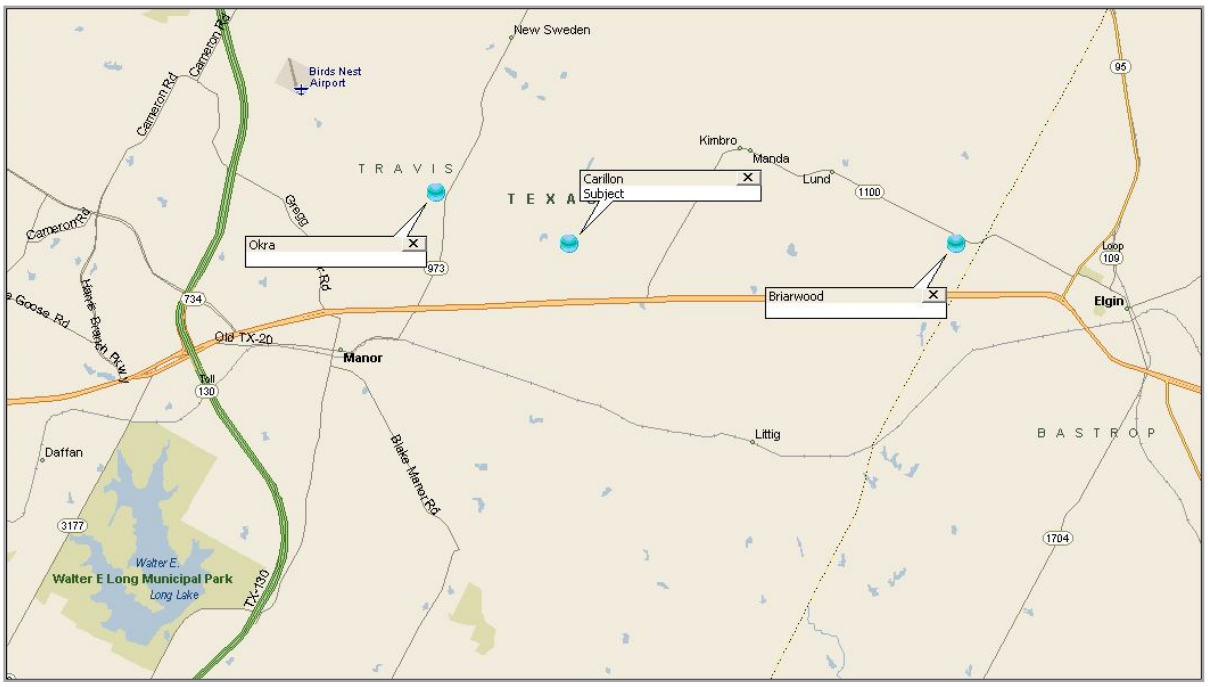
We gathered adequate information from two communities in the area (see following map) to compile data sheets (see Addenda). Price information of these two communities are in the following paragraphs.

**Okra:** Located on FM 973, north side of Shadow Glen development. The community will have 309 lots (50' and 60') with a projected completion of First Quarter 2025. The seller's offering

prices per front foot are $2,200 to $2,400. Multiple builders we interviewed offered prices per front foot from $2,000 (60’ lots) to $2,200 (50’ lots), Okra is in the Manor ISD.

**Briarwood:** Located on FM 1100, next to Neidig Elementary School in Elgin, Texas. All 772 lots are 50’. The community will have four builders; CastleRock, Brightland, Chesmar, and Coventry. First closings are expected in April 2024. Contract prices per front foot (negotiated one year ago) were $1,700.

The following map shows the locations of the communities discussed above.




We spoke with several builders that self-develop communities (i.e., buy land, develop lots, build homes). These builders have internal transactions between land acquisition/lot development teams and home building teams. The following paragraphs provide brief summaries of our conversations.

One builder developed 60’ lots for their home building team. The approximately costs per front foot of land acquisition and lot development (without profit) is $2,100. The community is located along FM 973, North of U.S. Highway 290.

A second builder disclosed their internal transfer price per front foot of $2,200. These lots are in Lagos (Manor, Texas).

A third builder reported land and lot construction costs of $77,000, or a cost per front foot of $1,800. These lots are 40’ and 50’ lots in Eagles Landing (Elgin, Texas).

Another builder we interviewed has a pending contract on a future phase of Wildhorse. The phase will be delivered in approximately one year. The builder is buying all of the lots in a single transaction for the lot price per front foot of $2,600. All of the lots will be 40’. Wildhorse is

closer to Tesla, the airport, and Austin's CBD than Manor Heights, SH 130 is also easily accessible. Future prices per front foot set the upper end of the range of lot prices that we presented.

Reportedly, Chesmar Homes is buying lots ($1,900/FF) north of new Okra Community off of FM 973. Chesmar, Brightland, and Westin Homes purchased lots in Ashton Gray's 278 lot Newhaven Community. Newhaven will be off of FM 973, north of Okra. However, we do not know definitely that these are lots Chesmar is buying for a price per front foot of $1,900.

The comparable communities show a range of prices per front foot of $1,700 to $2,600. The next table summarizes this information.

**Summary of Lot Pricing/Costs**

| Community | Price/FF | Comments |
|---|---|---|
| Okra | $2,000 - $2,400 | Under development |
| Briarwood | $1,700 | Negotiated one year ago |
| Lagos | $2,200 | Internal transfer price/cost |
| Wildhorse | $2,600 | Future lots |
| Unknown Community on FM 973 | $1,900 | North of Okra |
| Unknown Community on FM 973 | $2,100 | Internal transfer price/cost |

Contract prices per front foot for the existing subject lots is $1,850 (D.R. Horton and Brightland). Market indications support the subject's contract price per front foot, if not a price slightly greater than $1,850.

Based on these indication from comparables, as well as pending contract of subject lots, we conclude that are market value per front foot is $1,900. This value is what builders will pay for smaller numbers of lots in a takedown scenario. This is not the market value of all of the subject lots sold in a bulk transaction. The following gives our opinion of lot values for the subject lots sizes.

**Manor Heights -- IA #4**

| Lot Width | No. of Lots | Price/FF | Price/Lot |
|---|---|---|---|
| 50 | 313 | $1,900 | $95,000 |
| 55 | 41 | $1,900 | $104,500 |
| 60 | 102 | $1,900 | $114,000 |
| **Totals/Averages** | **456** | | **$100,104** |

In our DCF model, we use the weighted average contract price per lot of **$100,104**.

## Absorption Analysis

To determine when builders will purchase the subject lots, we projected how long it will take to sell homes on the 456 lots. To do this we applied an absorption analysis.

In an attempt to project the demand for single family residential, we first used demographic data from STDB Online and the United States Census Bureau to create a population model.

STDB shows the 2023 population for the neighborhood to be 64,909. STDB shows the 2028 population projection for the neighborhood at 80,632. The compounded annual growth rate is 4.43%.

The STDB shows owner occupied housing units account for 77.9% of the total number of housing units. The average household size was 3.16 persons.

With the above information we are now able to estimate the new demand for single family housing.

1. STDB shows an annual population growth rate of 4.43%. The number of households is projected to have an annual growth rate of 4.97%. There are numerous relatively new subdivisions in the area. Home prices in the area are affordable. We project the annual growth rate in the area to exceed the 4.5%.
2. We calculated the annual change in population by deducting the previous year's population from the current year's population.
3. We divided the projected new population by the persons per household (3.16) to give a new demand for households.
4. We applied the ratio of the population living in single family residences (77.9%) to the change in population. We used a rate greater than reported by STDB (80%).

The results of our demand analysis are as follows:

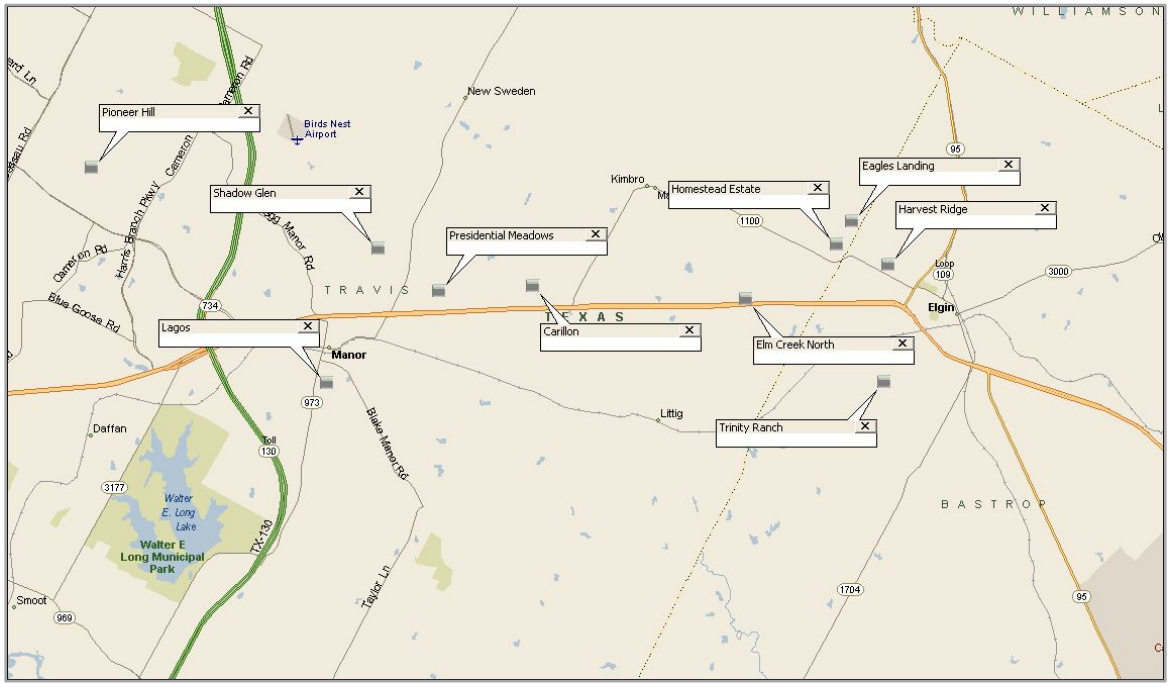
| Year | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 |
|---|---|---|---|---|---|---|
| Population | 64,909 | 67,830 | 70,882 | 74,072 | 77,405 | 80,888 |
| Change in Population | NA | 2,921 | 3,052 | 3,190 | 3,333 | 3,483 |
| Persons per Household | 3.16 | 3.16 | 3.16 | 3.16 | 3.16 | 3.16 |
| New Demand for Households | NA | 924 | 966 | 1,009 | 1,055 | 1,102 |
| | | | | | | |
| Population Ration in SFR | 80.0% | 80.0% | 80.0% | 80.0% | 80.0% | 80.0% |
| New Demand for SFR | NA | 739 | 773 | 807 | 844 | 882 |
| New Demand for SFR per Quarter | NA | 184.8 | 193.3 | 201.8 | 211.0 | 220.5 |

This model projects the 2024 demand for new SFRs in the market area to be 739. Over the next five years, the demand for new homes will be 4,045. The average quarterly new demand over this five year period is 202.3.

Per data from Bohlke Consulting Group, the number of starts in the subject's immediate area (based on specific active subdivisions, as opposed to neighborhood boundaries) in 2022 was 1,215. The number of starts in 2023 totaled 1,053. The number of starts shown in the Bohlke report are substantially greater than the average derived in the population model.

In our opinion, homes are mostly being bought in this price range from persons moving to the subject's area. These home buyers moving from other areas likely have MHI less than shown in our analysis. This in migration is reason for a significant increase in the market's population and demand for new homes.

We analyzed absorption and identified nearby subdivisions that we believe will compete with the subject. We selected these subdivisions based on the price range of homes being built, proximity to the subject, and lot size. All are production developments.




**2022 Starts**

| Community | School District | Builder | Lot Size | Active Quarters | Total Starts | Average Monthly Starts |
|---|---|---|---|---|---|---|
| **Carillon -- Subject** | **Manor** | **DR Horton, Richmond** | **50'** | **4** | **160** | **13.3** |
| | | | | | | |
| Elm Creek North | Elgin | Lennar | 40' & 50' | 2 | 109 | 18.2 |
| | | | | | | |
| Lagos | Manor | Ashton Woods, Pulte | 50' | 4 | 74 | 6.2 |
| | | | | | | |
| Homestead Estates | Elgin | LGI | 45' | 3 | 114 | 12.7 |
| | | | | | | |
| Eagles Landing | Elgin | KB Home | 40' & 50' | 3 | 40 | 4.4 |
| | | | | | | |
| Presidential Meadows | Manor | KB Home | 40' | 4 | 116 | 9.7 |
| | | | | | | |
| Harvest Ridge | Elgin | Brohn | 40' & 50' | 4 | 63 | 5.3 |
| | | | | | | |
| Shadow Glen | Manor | Meritage, Brightland, Terrata, Perry | 45', 50', 55' | 3 | 218 | 24.2 |
| | | | | | | |
| Pioneer Hill | Manor | DR Horton | 40', 45', 50' | 4 | 145 | 12.1 |

**2023 Starts**

| Community | School District | Builder | Lot Size | Active Quarters | Total Starts | Average Monthly Starts |
|---|---|---|---|---|---|---|
| **Carillon -- Subject** | **Manor** | **DR Horton, Richmond, Brightland, Chesmar** | **50'** | **4** | **228** | **19.0** |
| | | | | | | |
| Elm Creek North | Elgin | Lennar | 40' & 50' | 3 | 89 | 9.9 |
| | | | | | | |
| Lagos | Manor | Ashton Woods, Pulte | 50' | 4 | 83 | 6.9 |
| | | | | | | |
| Homestead Estates | Elgin | LGI | 45' | 3 | 27 | 3.0 |
| | | | | | | |
| Eagles Landing | Elgin | KB Home | 40' & 50' | 4 | 48 | 4.0 |
| | | | | | | |
| Presidential Meadows | Manor | KB Home | 40' | 3 | 42 | 4.7 |
| | | | | | | |
| Harvest Ridge | Elgin | Brohn | 40' & 50' | 4 | 103 | 8.6 |
| | | | | | | |
| Shadow Glen | Manor | Meritage, Brightland, Terrata | 45' & 50' | 3 | 90 | 10.0 |
| | | | | | | |
| Trinity Ranch | Elgin | Century, Trophy | 40', 45', 50' | 3 | 174 | 19.3 |
| Source: Bohlke Consulting Group | | | | | | |

Starts of homes in 2022 in the area varied widely from 4.4 to 24.2 homes per month per community. The mean and median was 11.6 and 10.9, respectively.

For 2023, the monthly average starts per community ranged from 3.0 to 19.3. The data's mean and median were 8.3 and 7.8, respectively.

In 2022, data showed six single builder communities. The average monthly starts in these six communities in 2022 ranged from 4.4 to 18.2. In 2023, there were five single builder communities that showed a range of average monthly starts of 3.0 to 9.9.

The number of average monthly starts varies due to multiple reasons (i.e., builder prices, mortgage rates, available plans, etc.). Often the most impactful influence on average monthly starts is the available supply of lots.

A portion (57%) of the subject lots are under contract to two builders.

Based on the population model, absorption from competing communities and the closing schedule in the subject's pending contracts, it is our opinion that all of the subject lots can be sold in two years.

Manor Heights IA#3 has four active builders for 285 lots. Manor Heights IA#4 has 456 lots. We expect up to four active builders.

Forestar is in the process of reaching agreements with other builders for the lots not under contract. Because negotiations are on-going, details are not available for publication.

We used the following absorption schedule in our DCF model:

**Manor Heights -- IA #4**

| Quarter | Absorption |
|---|---|
| 0 | 70 |
| 1 | 50 |
| 2 | 50 |
| 3 | 50 |
| 4 | 50 |
| 5 | 50 |
| 6 | 50 |
| 7 | 50 |
| 8 | 36 |

## Expense Analysis

In estimating the market value of the subject subdivision upon completion, both selling and holding expenses during the sell-out must be deducted from the gross sales proceeds received from the lots. These costs include real estate taxes, sale commissions, and closing costs. The following is a brief discussion of these expenses.

The SAP requires PID annual installments to repay the PID bonds. The developer is responsible for payment of PID installment payments for unsold lots. The developer is selling the lots in bulk to multiple homebuilders. Builders will in-turn build and sell houses to homeowners. Ultimately the annual installments becomes the homeowner's responsibility.

## Real Estate Taxes

The taxing jurisdictions along with their 2023 tax rates are summarized in the table below.

| Taxing Authority | 2023 Tax Rate |
|---|---|
| Austin Community College | $0.09860 |
| Travis County | $0.30466 |
| Travis County Healthcare | $0.10069 |
| City of Manor | $0.67890 |
| Manor Heights PID -- IA #3 | $0.33000 |
| Travis County ESD #12 | $0.09820 |
| **Sub-Total Without School Tax Rate** | **$1.61105** |
| | |
| Elgin ISD | $1.22570 |
| Manor ISD | $1.08610 |
| | |
| **Total With Weighted Average School Tax Rate** | **$2.80338** |

Some of the subject lots are in Manor ISD (109) and some are in Elgin ISD (347). When calculating property taxes, we used a weighted average tax rate because of the two school districts.

We projected an appraised value per lot (for tax purposes) of $25,000. This value is consistent with what Travis Central Appraisal District appraises unsold lots in the new communities in the area. The following table summarizes this information:

The projected taxes per lot, per quarter for the existing lots are as follows:

| | |
|---|---|
| Projected Appraised Value per Lot | $25,000 |
| Annual Taxes | $701 |
| Quarterly Taxes | $175 |

At the closing of each takedown, the lot buyer will be responsible for reimbursing the seller the pro-rata share of taxes. We applied the taxes per quarter, per takedown to the number of unsold takedowns.

Tax rates in Travis County have been fairly stable in recent years. As such, we did not increase taxes in our cash flows.

## Closing and Holding Costs

We estimated the closing costs and lot maintenance at 0.5% of the sales price. We used 0.5% of sales revenues for the subject lots. This accounts for closing costs, maintenance costs, and any miscellaneous costs.

The subject's holding expense and sales costs are as follows:

**Manor Heights -- IA #4**

| Quarter | Closing Costs | Taxes | Total |
|---|---|---|---|
| 0 | $35,036 | $73,675 | $108,711 |
| 1 | $25,464 | $63,175 | $88,639 |
| 2 | $25,910 | $54,425 | $80,335 |
| 3 | $26,363 | $45,675 | $72,038 |
| 4 | $26,824 | $36,925 | $63,749 |
| 5 | $27,294 | $28,175 | $55,469 |
| 6 | $27,772 | $19,425 | $47,197 |
| 7 | $28,258 | $10,675 | $38,933 |
| 8 | $20,701 | $3,150 | $23,851 |
| Totals | $243,622 | $335,300 | $578,922 |

## Appreciation

The subject's contract calls for an annual lot price increase of 7.0%. We used an annual appreciation rate of 7% (1.75% per quarter).

## Financing Assumptions

Our discounted cash flow analysis has been run with an all-cash scenario so that the unleveraged value of the subject can be estimated.

## Required Return

Developers and lenders typically fall into two categories as they attempt to quantify an appropriate return that would induce them to invest in a project. In our discussions with developers, a common rule of thumb is that they require a 20% to 30% internal rate of return on their net proceeds of development. This 20% to 30% return covers both their cost of capital expenses and their required profit margin. Alternatively, some developers and lenders break out these two components and run a cash flow deducting for both the cost of capital (equity yield rate) and the required developer's profit. Obviously, the required returns and rates would differ given the risks inherent in a project and the amount of leverage the owner proposes to undertake.

In our experience, developers typically require an internal rate of return (IRR) of 20% to 30% for proposed subdivisions and 15% to 25% for additional phases of existing subdivision.
PwC's Fourth Quarter 2023 survey shows a range of IRRs for developed land of 12.0% to 30.0% with a mean of 19.2%. The mean for the Fourth Quarter 2022 was 18.7%.

In our opinion, a discount rate slightly less than the national average is reasonable. Austin's housing market has been very strong and the subject is a subsequent phase in a successful community. Furthermore, not all of the subject lots currently exist, 140 are under contract, and negotiations to put most of the remaining lots under contract. All of these factors help mitigate some risk. As such, we applied a discount rate of 16%.

## Explanation of the Discounted Cash Flow Model

Our DCF analysis is based on an estimated required IRR of 16%. The discounted sum of these periodic cash flows provides an estimate of the present value of the subject.

The following summarizes our discounted cash flow for the subject.

**Manor Heights -- IA #4**

| *Quarter* | *0* | *1* | *2* | *3* | *4* | *5* | *6* | *7* | *8* |
|---|---|---|---|---|---|---|---|---|---|
| Current Unit Price | $100,104 | $100,104 | $101,856 | $103,638 | $105,452 | $107,297 | $109,175 | $111,086 | $113,030 |
| Price Escalator | 0.00% | 1.75% | 1.75% | 1.75% | 1.75% | 1.75% | 1.75% | 1.75% | 1.75% |
| Future Unit Price | $100,104 | $101,856 | $103,638 | $105,452 | $107,297 | $109,175 | $111,086 | $113,030 | $115,008 |
| Units Sold per Quarter | 70 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 36 |
| Unit Sales Revenue | $7,007,280 | $5,092,800 | $5,181,900 | $5,272,600 | $5,364,850 | $5,458,750 | $5,554,300 | $5,651,500 | $4,140,288 |
| Sales Expense | $35,036 | $25,464 | $25,910 | $26,363 | $26,824 | $27,294 | $27,772 | $28,258 | $20,701 |
| Taxes on Unsold Units | $73,675 | $63,175 | $54,425 | $45,675 | $36,925 | $28,175 | $19,425 | $10,675 | $3,150 |
| Total Holding and Sales Expenses | $108,711 | $88,639 | $80,335 | $72,038 | $63,749 | $55,469 | $47,197 | $38,933 | $23,851 |
| Net Sales Revenue | $6,898,569 | $5,004,161 | $5,101,565 | $5,200,562 | $5,301,101 | $5,403,281 | $5,507,103 | $5,612,567 | $4,116,437 |
| Discount Factor | 1.000000 | 0.961538 | 0.924556 | 0.888996 | 0.854804 | 0.821927 | 0.790315 | 0.759918 | 0.730690 |
| Present Value per Quarter | $6,898,569 | $4,811,691 | $4,716,683 | $4,623,279 | $4,531,402 | $4,441,103 | $4,352,346 | $4,265,091 | $3,007,839 |
| **Present Value** | **$41,648,003** | | | | | | | | |
| **Rounded to** | **$41,600,000** | | | | | | | | |

**Bulk Purchase of 456 Finished Lots**

Our opinion of value of the planned single family residential paper lots as though sold in bulk to a single buyer is as follows:

**$41,600,000**

# CERTIFICATION

We certify, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.

2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.

3. We have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.

4. We have not performed services, as appraisers or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.

7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

8. Our analyses, opinions, and conclusion were developed and this report has been prepared in conformity with the *Uniform Standards of Professional Appraisal Practice*.

9. Chad Goddard, MAI and Eldon Y. Rude, MAI have made a personal inspection of the property that is the subject of this report.

10. No one provided significant real property appraisal assistance to the persons signing this certification.

11. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.

12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

13. As of the date of this report, Chad Goddard, MAI and Eldon Y. Rude, MAI have completed the continuing education program for Designated Members of the Appraisal Institute.

Chad Goddard, MAI
State Certified General Real Estate Appraiser
No. TX-1320546-G

Eldon Y. Rude, MAI
State Certified General Real Estate Appraiser
No. TX-1320841-G

# QUALIFICATIONS OF CHAD GODDARD, MAI

## Association Memberships

Member Appraisal Institute (MAI), Appraisal Institute - Certificate No. 11,771
State of Texas Certified General Real Estate Appraiser, Certificate No. TX-1320546-G
State of Texas Broker, License No. 0373990

## Educational Background

Graduated from the University of Texas at San Antonio in May 1985, with a B.A. Degree in Economics.

Successfully completed the following courses or respective exam equivalent sponsored by the American Institute of Real Estate Appraisers.

Real Estate Appraisal Principals -- 1A-1
Basic Valuation Procedures -- 1A-2
Capitalization Theory and Techniques, Part A -- 1B-A
Capitalization Theory and Techniques, Part B -- 1B-B
Case Studies in Real Estate Valuation -- 2-1
Report Writing & Valuation Analysis -- 2-2
Standards of Professional Practice -- 2-3
Separating Real and Personal Property Intangible Business Assets C 800

## Experience

Senior Appraiser, 12/95 to present, The Aegis Group, Inc., 9430 Research Boulevard, Echelon Building II, Suite 150, Austin, Texas 78759

Appraiser/owner, 10/93 to 12/95, of Goddard Realty Analysts, The Scarbrough Building, 101 West Sixth Street, Suite 507, Austin, Texas 78701

Staff appraiser, 7/92 to 6/93, Southwest Property Consultants, 9171 Capital of Texas Highway North, Suite B-250, Austin, Texas 78759

Staff appraiser, 8/87 to 7/92, Joseph N. Woller & Company, 714 Milam Building, San Antonio, Texas 78205

Staff appraiser, 6/85 to 8/87, Binford, Woller & Associates, 610 Milam Building, San Antonio, Texas 78205

Qualified as appraisal expert witness in State Court and County Court.

# QUALIFICATIONS OF ELDON Y. RUDE, MAI

Eldon Y. Rude, MAI is the principal of The Aegis Group, Inc., a commercial real estate appraisal and consulting firm founded in 1987. Eldon is also the principal of 360° Real Estate Analytics, a research based real estate consulting firm he founded in 2013. He has worked in real estate in Texas for over 30 years, starting his career in commercial real estate appraisal where he gained an understanding of the factors which impact the supply and demand for commercial property types including office, industrial and retail, as well as single and multi-family housing.

Since 1996, Eldon's primary focus has been the new home sector where he provides market analysis and advisory services to home builders, land developers, banks, and equity investors. Over the last 23 years Eldon aided area builders and developers in their acquisition process for thousands of single-family lots which now serve as homes for new residents of central Texas.

## Formal Education

University of Texas at Austin - Bachelor of Business Administration in Finance

## Appraisal Education

Mr. Rude completed and passed all the courses, examinations and other requirements necessary to earn the MAI designation.

## Professional Experience

| | |
|---|---|
| The Aegis Group, Inc - Principal | August 2019 - Present |
| 360° Real Estate Analytics – Principal | August 2013 - Present |
| Metrostudy - Director, Central Texas Region | July 1996 - January 2013 |
| The Aegis Group, Inc. - Partner, Commercial Appraiser | 1987 - 1996 |
| R. Robinson & Associates - Commercial Appraiser | 1985 - 1987 |

## Professional Designations/Licenses

Appraisal Institute (Member) MAI Certificate No. 8479
Texas State Certified General Real Estate Appraiser-Certificate No. TX-1320841-G

## Industry Organizations & Activities

Urban Land Institute Austin - member; previously chaired Membership and Programs Committee Advisory Board

Home Builders Association of Greater Austin - member; currently serving on the Finance Committee

## Keynote Speaker / Moderator

Appraisal Institute Austin Chapter
Austin Commercial Real Estate Society
Austin Mortgage Bankers Association
Austin Risk Management Association
Commercial Real Estate Women of Austin
Home Builders Association of Greater Austin Annual Economic & Housing Forecast (17 Years)
New Braunfels Builders Association
Real Estate Council of Austin
Round Rock Chamber of Commerce
Texas Association of Builders
Urban Land Institute Austin
Other local and state industry organizations and conferences

# ADDENDA

# MANOR HEIGHTS IMPROVEMENT AREA #4 PUBLIC IMPROVEMENT DISTRICT PRELIMINARY SERVICE AND ASSESSMENT PLAN – FEBRUARY 14, 2024

# Manor Heights
# Public Improvement District

## PRELIMINARY 2024 AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN
FEBRUARY 14, 2024

P3 WORKS

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# INTRODUCTION

Capitalized terms used in this 2024 Amended and Restated Service and Assessment Plan shall have the meanings given to them in **Section I** unless otherwise defined in this 2024 Amended and Restated Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a "Section" or an "Exhibit" shall be a reference to a Section of this 2024 Amended and Restated Service and Assessment Plan, or an Exhibit attached to and made a part of this 2024 Amended and Restated Service and Assessment Plan for all purposes.

On November 7, 2018, the City passed and approved Resolution No. 2018-10 authorizing the creation of the District in accordance with the PID Act, which authorization was effective upon publication as required by the then-effective provisions of the PID Act. On October 7, 2020, the City authorized additional land to be included within the District pursuant to Resolution No. 2020-11. The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 602.9 acres located within the City, as described by metes and bounds on **Exhibit A-1** and depicted on **Exhibit B-1**.

On May 5, 2021, the City Council passed and approved Ordinance No. 609 authorizing the levy of Assessments on Assessed Property within the District and approving the Original Service and Assessment Plan for the District.

On August 17, 2022, the City Council passed and approved Ordinance No. 668 which approved the 2022 Annual Service Plan update as well as updating the Assessment Rolls for 2022.

On June 21, 2023, the City Council passed and approved Ordinance No. 708 which accepted and approved the 2023 Amended and Restated Service and Assessment Plan. The 2023 Amended and Restated Service Plan (1) levied Improvement Area #3 Assessments, (2) incorporated provisions relating to the City's issuance of the Improvement Area #3 Bonds, and (3) updated the Assessment Rolls.

Pursuant to the PID Act, a service and assessment plan must be reviewed and updated at least annually. This document is the 2024 Amended and Restated Service and Assessment Plan, which serves to amend and restate the 2023 Amended and Restated Service and Assessment Plan in its entirety for the purposes of (1) levying Improvement Area #4 Assessments, (2) incorporating provisions relating to the City's issuance of the Improvement Area #4 Bonds, and (3) updating the Assessment Rolls.

The PID Act requires a Service Plan for the District. The Service Plan is contained in **Section IV**.

The PID Act requires that the Service Plan include an Assessment Plan that assesses the Actual Costs of the Authorized Improvements against the District based on the special benefits

conferred on the District by the Authorized Improvements. The Assessment Plan is contained in **Section V**.

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City. The Assessment against each Assessed Property must be sufficient to pay its share of the Actual Costs apportioned to the Assessed Property and cannot exceed the special benefit conferred on the Assessed Property by the Authorized Improvements. The Improvement Area #1 Assessment Roll is included as **Exhibit F-1.** The Improvement Area #2 Assessment Roll is included as **Exhibit G-1.** The Improvement Area #3 Assessment Roll is included as **Exhibit H-1.** The Improvement Area #4 Assessment Roll is included as **Exhibit I-1.**The Major Improvement Area Assessment Roll is included as **Exhibit J-1.**

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## SECTION I: DEFINITIONS

**"2022 Annual Service Plan Update"** means the 2022 Annual Service Plan Update passed and approved by the City Council on August 17th, 2022.

**"2023 Amended and Restated Service and Assessment Plan"** means the 2023 Amended and Restated Service and Assessment Plan passed and approved by the City Council on June 21, 2023, by Ordinance No. 708 for the purposes of (1) levying Improvement Area #3 Assessments, (2) incorporating provisions relating to the City's issuance of the Improvement Area #3 Bonds, and (3) updating the Assessment Rolls.

**"2024 Amended and Restated Service and Assessment Plan"** means this 2024 Amended and Restated Service and Assessment Plan passed and approved by the City Council on _____, __, 2024, by Ordinance No. ____, which serves to amend and restate the 2023 Amended and Restated Service and Assessment Plan in its entirety for the purposes of (1) levying the Improvement Area #4 Assessments, (2) incorporating provisions relating to the City's issuance of the Improvement Area #4 Bonds, and (3) updating the Assessment Rolls.

**"Actual Costs"** means, with respect to the Authorized Improvements, the actual costs paid or incurred by or on behalf of the Developer: (1) to plan, design, acquire, construct, install, and dedicate such improvements to the City; (2) to prepare plans, specifications (including bid packages), contracts, and as-built drawings; (3) to obtain zoning, licenses, plan approvals, permits, inspections, and other governmental approvals; (4) for third-party professional consulting services including but not limited to, engineering, surveying, geotechnical, land planning, architectural, landscaping, legal, accounting, and appraisals; (5) of labor, materials, equipment, fixtures, payment and performance bonds and other construction security, and insurance premiums; and (6) to implement, administer, and manage the above-described activities. Actual Costs shall not include general contractor's fees in an amount that exceeds a percentage equal to the percentage of work completed or construction management fees in an amount that exceeds an amount equal to the construction management fee amortized in approximately equal monthly installments over the term of the applicable construction management contract. Amounts expended for costs described in subsection (3), (4), and (6) above shall be excluded from the amount upon which the general contractor and construction management fees are calculated.

**"Additional Interest"** means the amount collected by application of the Additional Interest Rate.

**"Additional Interest Rate"** means the 0.50% additional interest charged on Assessments securing PID Bonds pursuant to Section 372.018 of the PID Act.

**"Administrator"** means the City, or the person or independent firm designated by the City who shall have the responsibility provided in this 2024 Amended and Restated Service and

Assessment Plan, an Indenture, or any other agreement or document approved by the City related to the duties and responsibility of the administration of the District.

**"Annual Collection Costs"** means the actual or budgeted costs and expenses for: (1) the Administrator and City staff; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (5) issuing, paying, and redeeming PID Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with this 2024 Amended and Restated Service and Assessment Plan and the Act with respect to the issuance and sale of PID Bonds, including continuing disclosure requirements; and (8) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

**"Annual Installment"** means the annual installment payment of an Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest.

**"Annual Service Plan Update"** means an update to the Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

**"Appraisal District"** means Travis Central Appraisal District.

**"Assessed Property"** means any Parcel within the District against which an Assessment is levied.

**"Assessment"** means an assessment levied against a Parcel within the District and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on an Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act.

**"Assessment Ordinance"** means an ordinance adopted by the City Council in accordance with the PID Act that levies an Assessment.

**"Assessment Plan"** means the methodology employed to assess the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements, more specifically described in **Section V.**

**"Assessment Roll"** means one or more assessment rolls for the Assessed Property within the District, as updated, modified, or amended from time to time in accordance with the procedures set forth herein, and in the PID Act, including any Annual Service Plan Updates. The Improvement Area #1 Assessment Roll is included as **Exhibit F-1.** The Improvement Area #2 Assessment Roll is included as **Exhibit G-1.** The Improvement Area #3 Assessment Roll is included at **Exhibit H-1.**

The Improvement Area #4 Assessment Roll is included as **Exhibit I-1.** The Major Improvement Area Assessment Roll is included as **Exhibit J-1.**

**"Authorized Improvements"** means improvements authorized by Section 372.003 of the PID Act as described in **Section III** and **Exhibit C** and depicted on **Exhibit M**.

**"Bond Issuance Costs"** means the costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, capitalized interest, reserve fund requirements, underwriter's discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

**"City"** means the City of Manor, Texas.

**"City Council"** means the governing body of the City.

**"County"** means Travis County, Texas.

**"Delinquent Collection Costs"** mean, for a Parcel, interest, penalties, and other costs and expenses authorized by the PID Act that directly or indirectly relate to the collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this 2024 Amended and Restated Service and Assessment Plan, including costs and expenses to foreclose liens.

**"Developer"** means Forestar (USA) Real Estate Group Inc., and any successor and assigns.

**"District"** means the Manor Heights Public Improvement District containing approximately 602.9 acres located within the City and shown on **Exhibit B-1** and more specifically described in **Exhibit A-1.**

**"District Formation Expenses"** means the costs associated with forming the District, including but not limited to 1st year District administration reserves, and any other cost or expense directly associated with the establishment of the District.

**"Estimated Buildout Value"** means the estimated buildout value of an Assessed Property at the time Assessments are levied, and shall be determined by the Administrator and confirmed by the City Council by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other information that may impact value.

**"Improvement Area #1"** means approximately 127.37 acres located within the District, as shown on **Exhibit B-2** and more specifically described in **Exhibit A-2**.

**"Improvement Area #1-2 Bonds"** means those certain "City of Manor, Texas, Special Assessment Revenue Bonds, Series 2021 (Manor Heights Public Improvement District Improvement Area #1-2 Project)", that are secured by Improvement Area #1 Assessments and Improvement Area #2 Assessments.

**"Improvement Area #1 Annual Installment"** means the annual installment payment of the Improvement Area #1 Assessment as calculated by the Administrator and approved by the City Council that includes: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest.

**"Improvement Area #1 Assessed Property"** means any Parcel within Improvement Area #1 against which an Improvement Area #1 Assessment is levied.

**"Improvement Area #1 Assessment"** means an Assessment levied against Improvement Area #1 Assessed Property and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #1 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

**"Improvement Area #1 Assessment Roll"** means the Assessment Roll for the Improvement Area #1 Assessed Property and included in this 2024 Amended and Restated Service and Assessment Plan as **Exhibit F-1,** as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

**"Improvement Area #1 Improvements"** means those Authorized Improvements that only benefit Improvement Area #1, more specifically described in **Section III.B**, and which are to be financed with the proceeds of the Improvement Area #1-2 Bonds.

**"Improvement Area #1 Projects"** means the Improvement Area #1 Improvements and Improvement Area #1's allocable share of the Major Improvements.

**"Improvement Area #2"** means approximately 91.81 acres located within the District, as shown on **Exhibit B-3** and more specifically described in **Exhibit A-3**.

**"Improvement Area #2 Annual Installment"** means the annual installment payment of the Improvement Area #2 Assessment as calculated by the Administrator and approved by the City Council that includes: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest.

**"Improvement Area #2 Assessed Property"** means any Parcel within Improvement Area #2 against which an Improvement Area #2 Assessment is levied.

**"Improvement Area #2 Assessment"** means an Assessment levied against Improvement Area #2 Assessed Property and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #2 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

**"Improvement Area #2 Assessment Roll"** means the Assessment Roll for the Improvement Area #2 Assessed Property and included in this 2024 Amended and Restated Service and Assessment Plan as **Exhibit G-1,** as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

**"Improvement Area #2 Improvements"** means those Authorized Improvements that only benefit Improvement Area #2, and more specifically described in **Section III.C**, and which are to be financed with the proceeds of the Improvement Area #1-2 Bonds.

**"Improvement Area #2 Projects"** means the Improvement Area #2 Improvements and Improvement Area #2's allocable share of the Major Improvements.

**"Improvement Area #3"** means approximately 159.04 acres located within the District, as shown on **Exhibit B-4** and more specifically described in **Exhibit A-4**.

**"Improvement Area #3 Annual Installment"** means the annual installment payment of the Improvement Area #3 Assessment as calculated by the Administrator and approved by the City Council that includes: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest.

**"Improvement Area #3 Assessed Property"** means any Parcel within Improvement Area #3 against which an Improvement Area #3 Assessment is levied.

**"Improvement Area #3 Assessment"** means an Assessment levied against Improvement Area #3 Assessed Property and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #3 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

**"Improvement Area #3 Assessment Roll"** means the Assessment Roll for the Improvement Area #3 Assessed Property and included in this 2024 Amended and Restated Service and Assessment Plan as **Exhibit H-1,** as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

**"Improvement Area #3 Bonds"** means those certain "City of Manor, Texas, Special Assessment Revenue Bonds, Series 2023 (Manor Heights Public Improvement District Improvement Area #3 Project)", that are secured by Improvement Area #3 Assessments.

**"Improvement Area #3 Condo Parcel"** means all of the area within Improvement Area #3 that is intended to be developed into 106 condominium units, consisting of tax ID 958418 as shown on **Exhibit B-7**.

**"Improvement Area #3 Improvements"** means those Authorized Improvements that only benefit Improvement Area #3, more specifically described in **Section III.D**, and which are to be financed with the proceeds of the Improvement Area #3 Bonds.

**"Improvement Area #4"** means approximately [Developer to confirm] acres located within the District, as shown on **Exhibit B-5** and more specifically described in **Exhibit A-5**.

**"Improvement Area #4 Annual Installment"** means the annual installment payment of the Improvement Area #4 Assessment as calculated by the Administrator and approved by the City Council that includes: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest.

**"Improvement Area #4 Assessed Property"** means any Parcel within Improvement Area #4 against which an Improvement Area #4 Assessment is levied.

**"Improvement Area #4 Assessment"** means an Assessment levied against Improvement Area #4 Assessed Property and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #4 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

**"Improvement Area #4 Assessment Roll"** means the Assessment Roll for the Improvement Area #4 Assessed Property and included in this 2024 Amended and Restated Service and Assessment Plan as **Exhibit I-1,** as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

**"Improvement Area #4 Bonds"** means those certain "City of Manor, Texas, Special Assessment Revenue Bonds, Series 2024 (Manor Heights Public Improvement District Improvement Area #4 Project)", that are secured by Improvement Area #4 Assessments.

**"Improvement Area #4 Improvements"** means those Authorized Improvements that only benefit Improvement Area #4, more specifically described in **Section III.D**, and which are to be financed with the proceeds of the Improvement Area #4 Bonds.

**"Indenture"** means an Indenture of Trust entered into in connection with the issuance of PID Bonds, as amended or supplemented from time to time, between the City and a Trustee setting forth terms and conditions related to PID Bonds.

**"Lot"** means (1) for any portion of the District for which a subdivision plat has been recorded in the official public records of the County, a tract of land described as a "lot" in such subdivision plat, and (2) for any portion of the District for which a subdivision plat has not been recorded in the official public records of the County, a tract of land anticipated to be described as a "lot" in a final recorded subdivision plat.

**"Lot Type"** means a classification of final building Lots with similar characteristics (e.g. commercial, light industrial, multi-family, single-family residential, etc.), as determined by the Administrator and confirmed and approved by the City Council. In the case of single-family residential Lots, the Lot Type shall be further defined by classifying the residential Lots by the Estimated Buildout Value of the Lot as determined by the Administrator and confirmed and approved by the City Council.

**"Lot Type 1"** means a Lot within Improvement Area #1 designated as a 50' single-family residential lot by the Owner, as shown on the maps attached in **Exhibit L**.

**"Lot Type 2"** means a Lot within Improvement Area #2 designated as a 50' single-family residential lot by the Owner, as shown on the maps attached in **Exhibit L**.

**"Lot Type 3"** means a Lot within Improvement Area #2 designated as a 55' single-family residential lot by the Owner, as shown on the maps attached in **Exhibit L**.

**"Lot Type 4"** means a Lot within Improvement Area #3 designated as a 50' single-family residential lot by the Owner, as shown on the maps attached in **Exhibit L**.

**"Lot Type 5"** means a Lot within Improvement Area #3 designated as a 55' single-family residential lot by the Owner, as shown on the maps attached in **Exhibit L**.

**"Lot Type 6"** means a Lot within Improvement Area #3 designated as a 60' single-family residential lot by the Owner, as shown on the maps attached in **Exhibit L**.

**"Lot Type 7"** means a Lot within Improvement Area #4 designated as a 50' single-family residential lot by the Owner, as shown on the maps attached in **Exhibit L**.

**"Lot Type 8"** means a Lot within Improvement Area #4 designated as a 55' single-family residential lot by the Owner, as shown on the maps attached in **Exhibit L**.

**"Lot Type 9"** means a Lot within Improvement Area #4 designated as a 60' single-family residential lot by the Owner, as shown on the maps attached in **Exhibit L**.

**"Lot Type 10"** means a Lot within Improvement Area #3 designated as a condominium residential lot by the Owner.

**"Major Improvement Area"** means approximately 383.102 acres located within the District, as shown on **Exhibit B-5** and more specifically described in **Exhibit A-8**.

**"Major Improvement Area Annual Installment"** means the annual installment payment of the Major Improvement Area Assessment as calculated by the Administrator and approved by the City Council that includes: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest.

**"Major Improvement Area Assessed Property"** means any Parcel within the Major Improvement Area against which a Major Improvement Area Assessment is levied.

**"Major Improvement Area Assessment"** means an Assessment levied against the Major Improvement Area Assessed Property and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Major Improvement Area Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

**"Major Improvement Area Assessment Roll"** means the Assessment Roll for the Major Improvement Area Assessed Property and included in this 2024 Amended and Restated Service and Assessment Plan as **Exhibit J-1,** as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

**"Major Improvement Area Bonds"** means those certain "City of Manor, Texas, Special Assessment Revenue Bonds, Series 2021 (Manor Heights Public Improvement District Major Improvement Area Project)."

**"Major Improvement Area Projects"** means Major Improvement Area's allocable share of the Major Improvements, District Formation Expenses and Bond Issuance Costs.

**"Major Improvement Area Remainder Parcel"** means all of the area within the Major Improvement Area, save and except all property within Improvement Area #3. Until a plat has been recorded on a property ID within the Major Improvement Area Remainder Parcel, the Major Improvement Area Annual Installment will be allocated to each property ID within the Major Improvement Area Remainder Parcel based on the Appraisal District acreage for billing purposes only.

**"Major Improvements"** means the improvements and associated soft costs that benefit the entire District, and are more specifically described in **Section III.A**.

**"Maximum Assessment"** means, for each Lot within Improvement Area #1, Improvement Area #2, Improvement Area #3, and Improvement Area #4, the amount shown for each Lot Type on **Exhibit K**. The Maximum Assessment shall be reduced annually by the principal portion of the Annual Installment.

**"Non-Benefited Property"** means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements. Property is identified as Non-Benefited Property at the time the Assessments (1) are levied or (2) are reallocated pursuant to a subdivision of a Parcel that receives no benefit.

**"Original Service and Assessment Plan"** means the Service and Assessment Plan passed and approved by City Council on May 5th, 2021, by Ordinance No. 609, which levied Assessments on Assessed Property within the District and approved the Assessment Roll.

**"Owner"** means either Forestar (USA) Real Estate Group Inc., RHOF, LLC or Continental Homes of Texas, L.P. and any successor and assigns.

**"Parcel(s)"** means a property within the District, identified by either a tax map identification number assigned by the Appraisal District for real property tax purposes, by metes and bounds description, or by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means determined by the City.

**"PID Act"** means Chapter 372, Texas Local Government Code, as amended.

**"PID Bonds"** means bonds issued by the City to finance the Actual Costs of the Authorized Improvements including the Improvement Area #1-2 Bonds, the Improvement Area #3 Bonds, the Improvement Area #4 Bonds, and the Major Improvement Area Bonds.

**"Phase 1 Section 1 Final Plat"** means the platted property contained within the Manor Heights Phase 1, Section 1 Final Plat attached hereto as **Appendix A.**

**"Phase 1 Section 1 Final Plat (Manor Heights South)"** means the platted property contained within the Manor Heights South Phase 1, Section 1 Final Plat attached hereto as **Appendix A.**

**"Phase 1 Section 2 Final Plat"** means the platted property contained within the Manor Heights Phase 1, Section 2 Final Plat attached hereto as **Appendix A.**

**"Phase 2 Section 1A Final Plat"** means the platted property contained within the Manor Heights Phase 2, Section 1A Final Plat attached hereto as **Appendix A.**

**"Phase 2 Section 1B Final Plat"** means the platted property contained within the Manor Heights Phase 2, Section 1B Final Plat attached hereto as **Appendix A.**

**"Phase 2 Section 2 Final Plat"** means the platted property contained within the Manor Heights Phase 2, Section 2 Final Plat attached hereto as **Appendix A.**

**"Phase 3 Section 1 Final Plat"** means the platted property contained within the Manor Heights Phase 3, Section 1 Final Plat attached hereto as **Appendix A.**

**"Phase 3 Section 2 Final Plat"** means the platted property contained within the Manor Heights Phase 3, Section 2 Final Plat attached hereto as **Appendix A.**

**"Prepayment"** means the payment of all or a portion of an Assessment before the due date of the final installment thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Annual Installment of the Assessment.

**"Prepayment Costs"** means interest and Annual Collection Costs incurred up to the date of Prepayment.

**"Property ID"** means a unique number assigned to each Parcel by the Appraisal District.

**"Service and Assessment Plan"** means any Service and Assessment Plan as amended, modified, and updated from time to time.

**"Service Plan"** means a plan approved by the City Council that covers a period of at least five years and defines the annual indebtedness and projected costs of the Authorized Improvements, more specifically described in **Section IV**.

**"Trustee"** means a trustee (or successor trustee) under the applicable Indenture.

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## SECTION II: THE DISTRICT

The District includes approximately 602.9 contiguous acres located within the corporate limits of the City, as more particularly described by metes and bounds on **Exhibit A-1** and depicted on **Exhibit B-1.** Development of the District is anticipated to include approximately 1,256 single-family units, 404 condos, 68,999 square feet of office space, 17,250 square feet of restaurant space and 150,935 square feet of retail space.

Improvement Area #1 includes approximately 127.37 acres located within the District, as more particularly described by metes and bounds on **Exhibit A-2** and depicted on **Exhibit B-2.** Development of Improvement Area #1 is anticipated to include approximately 264 single-family units.

Improvement Area #2 includes approximately 91.81 acres located within the District, as more particularly described by metes and bounds on **Exhibit A-3** and depicted on **Exhibit B-3.** Development of Improvement Area #2 is anticipated to include approximately 251 single-family units.

Improvement Area #3 includes approximately 159.04 acres located within the District, as more particularly described by metes and bounds on **Exhibit A-4** and depicted on **Exhibit B-4.** Development of Improvement Area #3 is anticipated to include approximately 285 single-family units and 106 condos.

Improvement Area #4 includes approximately [Developer to confirm] acres located within the District, as more particularly described by metes and bounds on **Exhibit A-5** and depicted on **Exhibit B-5.** Development of Improvement Area #4 is anticipated to include approximately 456 single-family units.

The Major Improvement Area includes approximately 383.102 acres located within the District, as more particularly described by metes and bounds on **Exhibit A-6** and depicted on **Exhibit B-6.** Development of the Major Improvement Area is anticipated to include approximately 741 single-family units, 404 condos, 68,999 square feet of office space, 17,250 square feet of restaurant space and 150,935 square feet of retail space.

## SECTION III: AUTHORIZED IMPROVEMENTS

The City Council, based on information provided by the Owner and their engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the Major Improvements, the Improvement Area #1 Improvements, the Improvement Area #2

Improvements, the Improvement Area #3 Improvements, the Improvement Area #4 Improvements, and District Formation Expenses and Bond Issuance Costs are Authorized Improvements and confer a special benefit on the Assessed Property. The budget for the Authorized Improvements is shown on **Exhibit C**, and maps depicting the Authorized Improvements are shown on **Exhibit M**.

### A. Major Improvements

- *Wastewater Treatment Plant Phase 1*

  Improvements designed and constructed in accordance with 30 TAC Chapter 217 Rules with a nominal treatment capacity of 200,000 gallons per day.

- *Roadway*

  Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways part of the MAD4 collector roads. All related earthwork, excavation, erosion control, demolition and paving are included.

- *Kimbro ROW Acquisition*

  Improvements including easements needed for relocating the existing Manville water line conflicting with Old Kimbro Road widening.

- *Soft Costs*

  Estimated to be 15% of above-described hard costs, inclusive of a 4% construction management fee.

### B. Improvement Area #1 Improvements

- *Water*

  Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide water service to each Lot within Improvement Area #1.

- *Wastewater*

  Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide wastewater service to each Lot within Improvement Area #1.

- *Drainage*

  Improvements including trench excavation and embedment, trench safety, reinforced concrete pipe, manholes, storm outfalls, storm drain inlets, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to ensure proper drainage of the public roadways within Improvement Area #1.

- *Roadway*

  Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways, testing, handicapped ramps, and street lights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included to provide roads to each Lot within Improvement Area #1.

- *Trails*

  Improvements include approximately 5' wide crushed granite trails along the proposed public parkland to be dedicated to the City.

- *Soft Costs*

  Include costs associated with engineering and design of Improvement Area #1 Improvements including permits, fees and fiscals.

**C. Improvement Area #2 Improvements**

- *Water*

  Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide water service to each Lot within Improvement Area #2.

- *Wastewater*

  Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide wastewater service to each Lot within Improvement Area #2.

- *Drainage*

  Improvements including trench excavation and embedment, trench safety, reinforced concrete pipe, manholes, storm outfalls, storm drain inlets, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to ensure proper drainage of the public roadways within Improvement Area #2.

- *Roadway*

  Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways, testing, handicapped ramps, and street lights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included to provide roads to each Lot within Improvement Area #2.

- *Soft Costs*

  Include costs associated with engineering and design of Improvement Area #2 Improvements including permits, fees and fiscals.

**D. Improvement Area #3 Improvements**

- *Water*

  Improvements including trench excavation and embedment, trench safety, PVC piping, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide water service to each Lot within Improvement Area #3.

- *Wastewater*

  Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide wastewater service to each Lot within Improvement Area #3.

- *Drainage*

  Improvements including trench excavation and embedment, trench safety, reinforced concrete pipe, manholes, storm outfalls, storm drain inlets, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to ensure proper drainage of the public roadways within Improvement Area #3.

- *Roadway*

  Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for sidewalks and high modulus mixtures for roadways, testing, handicapped ramps, and street lights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included to provide roads to each Lot within Improvement Area #3.

- *Soft Costs*

  Include costs associated with engineering and design of Improvement Area #3 Improvements including permits, fees and fiscals.

**E. Improvement Area #4 Improvements**

- *Water*

  Improvements including trench excavation and embedment, trench safety, PVC piping, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide water service to each Lot within Improvement Area #4.

- *Wastewater*

  Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide wastewater service to each Lot within Improvement Area #4.

- *Drainage*

  Improvements including trench excavation and embedment, trench safety, reinforced concrete pipe, manholes, storm sewer outfalls and headwalls, storm drain inlets, testing, related earthwork, excavation, and all other necessary appurtenances required to ensure proper drainage within Improvement Area #4.

- *Roadway*

  Improvements including subgrade stabilization, concrete and reinforcing steel for roadways, testing and handicapped ramps. All related earthwork, excavation, retaining walls, intersections, signage, and re-vegetation of all disturbed areas within the right-of-way are included to provide roads to each Lot within Improvement Area #4.

- *Soft Costs*

  Include costs associated with engineering and design of Improvement Area #4 Improvements including permits, fees, and fiscals.

**F. Bond Issuance Costs**

- *Debt Service Reserve Fund*

  Equals the amount required to fund a reserve under an applicable Indenture.

- *Capitalized Interest*

  Equals the amount of capitalized interest available for payment of interest on PID Bonds

as reflected in an applicable Indenture.

- *Underwriter's Discount*

  Equals a percentage of the par amount of a particular series of PID Bonds and includes a fee for underwriter's counsel.

- *Cost of Issuance*

  Costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

### G. District Formation Expenses

Costs associated with forming the District, including but not limited to 1st year District administration reserves, and any other cost or expense directly associated with the establishment of the District.

## SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan must be reviewed and updated, at least annually, and approved by the City Council. **Exhibit D** summarizes the Service Plan for the District.

**Exhibit E** summarizes the sources and uses of funds required to construct the Authorized Improvements and pay the District Formation and Bond Issuance Costs. The sources and uses of funds shown on **Exhibit E** shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and Actual Costs.

## SECTION V: ASSESSMENT PLAN

The PID Act allows the City Council to apportion the costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City Council, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City Council that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance reasonable classifications and formulas for the apportionment of the cost between the municipality or the

City and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Owner and all future owners and developers of the Assessed Property.

### A. Assessment Methodology

The City Council, acting in its legislative capacity based on information provided by the Owner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the Authorized Improvements shall be allocated as follows:

- Major Improvements shall be allocated between the Major Improvement Area, Improvement Area #1, and Improvement Area #2 pro rata based on estimated buildout value, as shown on **Exhibit O**.
- The Improvement Area #1 Improvements were allocated entirely to the Improvement Area #1 Assessed Property.
- The Improvement Area #2 Improvements were allocated entirely to the Improvement Area #2 Assessed Property.
- The Improvement Area #3 Improvements were allocated entirely to the Improvement Area #3 Assessed Property.
- The Improvement Area #4 Improvements are allocated entirely to the Improvement Area #4 Assessed Property.

### B. Assessments

Improvement Area #1 Assessments were levied on the Improvement Area #1 Assessed Property as shown on the Improvement Area #1 Assessment Roll, attached hereto as **Exhibit F-1**. The projected Improvement Area #1 Annual Installments are shown on **Exhibit F-2**, subject to revisions made during any Annual Service Plan Update.

Improvement Area #2 Assessments were levied on the Improvement Area #2 Assessed Property as shown on the Improvement Area #2 Assessment Roll, attached hereto as **Exhibit G-1**. The projected Improvement Area #2 Annual Installments are shown on **Exhibit G-2**, subject to revisions made during any Annual Service Plan Update.

Improvement Area #3 Assessments were levied on the Improvement Area #3 Assessed Property as shown on the Improvement Area #3 Assessment Roll, attached hereto as **Exhibit H-1**. The projected Improvement Area #3 Annual Installments are shown on **Exhibit H-2** and **Exhibit H-3**, subject to revisions made during any Annual Service Plan Update.

Improvement Area #4 Assessments are levied on the Improvement Area #4 Assessed Property as shown on the Improvement Area #4 Assessment Roll, attached hereto as **Exhibit I-1**. The projected Improvement Area #4 Annual Installments are shown on **Exhibit I-2** and **Exhibit I-3**, subject to revisions made during any Annual Service Plan Update.

Major Improvement Area Assessments were levied on the Major Improvement Area Assessed Property as shown on the Major Improvement Area Assessment Roll, attached hereto as **Exhibit J-1**. The projected Major Improvement Area Annual Installments are shown on **Exhibit J-2**, subject to revisions made during any Annual Service Plan Update.

Upon subdivisions of Assessed Property within an Improvement Area by final plat, the Maximum Assessment for each Lot Type is shown on **Exhibit K**. In no case will the Assessment for any Lot Type exceed the Maximum Assessment.

### C. Findings of Special Benefit

The City Council, acting in its legislative capacity based on information provided by the Owner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has found and determined:

- *Improvement Area #1*

  1. The costs of Improvement Area #1 Projects, District Formation Expenses and Bond Issuance Costs equal $8,626,986, as shown on **Exhibit C**; and

  2. The Improvement Area #1 Assessed Property receives special benefit from Improvement Area #1 Projects, District Formation Expenses and Bond Issuance Costs equal to or greater than the Actual Costs of the Improvement Area #1 Projects and District Formation Expenses and Bond Issuance Costs; and

  3. The Improvement Area #1 Assessed Property was allocated 100% of the Improvement Area #1 Assessments levied on the Improvement Area #1 Assessed Property for Improvement Area #1 Projects, District Formation Expenses and Bond Issuance Costs, which equal $3,735,156, of which $3,565,647.30 remains outstanding, as shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit F-1**; and

  4. The special benefit (≥ $8,626,986) received by the Improvement Area #1 Assessed Property from Improvement Area #1 Projects, District Formation Expenses and Bond Issuance Costs is equal to or greater than the amount of the Improvement Area #1 Assessments ($3,735,156) levied on the Improvement Area #1 Assessed Property; and

  5. At the time the City Council approved the Assessment Ordinance levying the Improvement Area #1 Assessments, the Owner owned 100% of the Improvement Area #1 Assessed Property. The Owner acknowledged that Improvement Area #1 Projects, District Formation Expenses and Bond Issuance Costs confer a special benefit

on the Improvement Area #1 Assessed Property and consented to the imposition of the Improvement Area #1 Assessments to pay for Improvement Area #1 Projects, District Formation Expenses and Bond Issuance Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Improvement Area #1 Assessments on the Improvement Area #1 Assessed Property.

- *Improvement Area #2*

1. The costs of Improvement Area #2 Projects, District Formation Expenses and Bond Issuance Costs equal $10,448,125, as shown on **Exhibit C**; and
2. The Improvement Area #2 Assessed Property receives special benefit from Improvement Area #2 Projects, District Formation Expenses and Bond Issuance Costs equal to or greater than the Actual Costs of the Improvement Area #2 Projects, District Formation Expenses and Bond Issuance Costs; and
3. The Improvement Area #2 Assessed Property was allocated 100% of the Improvement Area #2 Assessments levied on the Improvement Area #2 Assessed Property for Improvement Area #2 Projects, District Formation Expenses and Bond Issuance Costs, which equal $3,569,844, of which $3,380,122.32 remains outstanding, as shown on the Improvement Area #2 Assessment Roll attached hereto as **Exhibit G-1**; and
4. The special benefit (≥ $10,448,125) received by the Improvement Area #2 Assessed Property from Improvement Area #2 Projects, District Formation Expenses and Bond Issuance Costs is equal to or greater than the amount of the Improvement Area #2 Assessments ($3,569,844) levied on the Improvement Area #2 Assessed Property; and
5. At the time the City Council approved the Assessment Ordinance levying the Improvement Area #2 Assessments, the Owner owned 100% of the Improvement Area #2 Assessed Property. The Owner acknowledged that Improvement Area #2 Projects, District Formation Expenses and Bond Issuance Costs confer a special benefit on the Improvement Area #2 Assessed Property and consented to the imposition of the Improvement Area #2 Assessments to pay for Improvement Area #2 Projects, District Formation Expenses and Bond Issuance Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Improvement Area #2 Assessments on the Improvement Area #2 Assessed Property.

- *Improvement Area #3*

  1. The costs of Improvement Area #3 Improvements and Bond Issuance Costs equal $11,358,424, as shown on **Exhibit C**; and

  2. The Improvement Area #3 Assessed Property receives special benefit from Improvement Area #3 Improvements and Bond Issuance Costs equal to or greater than the Actual Costs of the Improvement Area #3 Improvements and Bond Issuance Costs; and

  3. The Improvement Area #3 Assessed Property is allocated 100% of the Improvement Area #3 Assessments levied on the Improvement Area #3 Assessed Property for the Improvement Area #3 Improvements and Bond Issuance costs, which equal $4,280,000, of which $4,245,000.00 remains outstanding, as shown on the Improvement Area #3 Assessment Roll attached hereto as **Exhibit H-1**; and

  4. The special benefit (≥ $11,358,424) received by the Improvement Area #3 Assessed Property from Improvement Area #3 Improvements and Bond Issuance Costs is equal to or greater than the amount of the Improvement Area #3 Assessments ($4,280,000) levied on the Improvement Area #3 Assessed Property; and

  5. At the time the City Council approved the Assessment Ordinance levying the Improvement Area #3 Assessments, the Owner owned 100% of the Improvement Area #3 Assessed Property. The Owner acknowledged that Improvement Area #3 Improvements and Bond Issuance Costs confer a special benefit on the Improvement Area #3 Assessed Property and consented to the imposition of the Improvement Area #3 Assessments to pay for the Improvement Area #3 Improvements and Bond Issuance Costs. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the 2023 Amended and Restated Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Improvement Area #3 Assessments on the Improvement Area #3 Assessed Property.

- *Improvement Area #4*

  1. The costs of Improvement Area #4 Improvements and Bond Issuance Costs equal $15,296,390, as shown on **Exhibit C**; and

  2. The Improvement Area #4 Assessed Property receives special benefit from Improvement Area #4 Improvements and Bond Issuance Costs equal to or greater than the Actual Costs of the Improvement Area #4 Improvements and Bond Issuance Costs; and

3. The Improvement Area #4 Assessed Property is allocated 100% of the Improvement Area #4 Assessments levied on the Improvement Area #4 Assessed Property for the Improvement Area #4 Improvements and Bond Issuance costs, which equal $5,070,000, as shown on the Improvement Area #4 Assessment Roll attached hereto as **Exhibit I-1**; and

4. The special benefit (≥ $15,296,390) received by the Improvement Area #4 Assessed Property from Improvement Area #4 Improvements and Bond Issuance Costs is equal to or greater than the amount of the Improvement Area #4 Assessments ($5,070,000) levied on the Improvement Area #4 Assessed Property; and

5. At the time the City Council approved the Assessment Ordinance levying the Improvement Area #4 Assessments, the Owner owned 100% of the Improvement Area #4 Assessed Property. The Owner acknowledged that Improvement Area #4 Improvements and Bond Issuance Costs confer a special benefit on the Improvement Area #4 Assessed Property and consented to the imposition of the Improvement Area #4 Assessments to pay for the Improvement Area #4 Improvements and Bond Issuance Costs. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) this 2024 Amended and Restated Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Improvement Area #4 Assessments on the Improvement Area #4 Assessed Property.

- *Major Improvement Area*

1. The costs of the Major Improvement Area Projects, District Formation Expenses and Bond Issuance Costs equal $8,111,777, as shown on **Exhibit C**; and

2. The Major Improvement Area Assessed Property receives special benefit from the Major Improvement Area Projects, District Formation Expenses and Bond Issuance Costs equal to or greater than the Actual Costs of the Major Improvement Area Projects, District Formation Expenses and Bond Issuance Costs; and

3. The Major Improvement Area Assessed Property was allocated 100% of the Major Improvement Area Assessments levied on the Major Improvement Area Assessed Property for the Major Improvement Area Projects, District Formation Expenses and Bond Issuance Costs, which equal $8,080,000, of which $7,775,000.00 remains outstanding, as shown on the Major Improvement Area Assessment Roll attached hereto as **Exhibit J-1**; and

4. The special benefit (≥ $8,111,777) received by the Major Improvement Area Assessed Property from the Major Improvement Area Projects, District Formation Expenses and

Bond Issuance Costs is equal to or greater than the amount of the Major Improvement Area Assessments ($8,080,000) levied on the Major Improvement Area Assessed Property; and

5. At the time the City Council approved the Assessment Ordinance levying the Major Improvement Area Assessments, the Owner owned 100% of the Major Improvement Area Assessed Property. The Owner acknowledged that the Major Improvement Area Projects, District Formation Expenses and Bond Issuance Costs confers a special benefit on the Major Improvement Area Assessed Property and consented to the imposition of the Major Improvement Area Assessments to pay for the Major Improvement Area Projects, District Formation Expenses and Bond Issuance Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Major Improvement Area Assessments on the Major Improvement Area Assessed Property.

### D. Annual Collection Costs

The Annual Collection Costs shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Assessed Property. The Annual Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on Actual Costs incurred in Annual Service Plan Updates.

### E. Additional Interest

The interest rate on Assessments levied on the Assessed Property to pay the PID Bonds may exceed the interest rate on the PID Bonds by the Additional Interest Rate. Interest at the rate of the PID Bonds and the Additional Interest Rate shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture.

## SECTION VI: TERMS OF THE ASSESSMENTS

### A. Reallocation of Assessments

*1. Upon Division Prior to Recording of Subdivision Plat*

Upon the division of any Assessed Property (without the recording of subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

A = B x (C ÷ D)

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

C = the Estimated Buildout Value of the newly divided Assessed Property

D = the sum of the Estimated Buildout Value for all of the newly divided Assessed Properties

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this 2024 Amended and Restated Service and Assessment Plan approved by the City Council.

*2. Upon Subdivision by a Recorded Subdivision Plat*

Upon the subdivision of any Assessed Property based on a recorded subdivision plat and a Property ID has been assigned by the Appraisal District, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots based on Estimated Buildout Value according to the following formula:

A = [B x (C ÷ D)]/E

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot

B = the Assessment for the Parcel prior to subdivision

C = the sum of the Estimated Buildout Value of all newly subdivided Lots with same Lot Type

D = the sum of the Estimated Buildout Value for all of the newly subdivided Lots excluding Non-Benefited Property

E= the number of Lots with same Lot Type

Prior to the recording of a subdivision plat, the Owner shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat considering factors such as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, discussions with homebuilders, and any other factors that may impact value. The calculation of the estimated average buildout value for a Lot shall be performed by the Administrator and confirmed by the City Council based on information provided by the Owner,

homebuilders, third party consultants, and/or the official public records of the County regarding the Lot.

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this 2024 Amended and Restated Service and Assessment Plan approved by the City Council.

*3. Upon Consolidation*

If two or more Lots or Parcels are consolidated, the Administrator shall allocate the Assessments against the Lots or Parcels before the consolidation to the consolidated Lot or Parcel, which allocation shall be approved by the City Council in the next Annual Service Plan Update.

### B. True-Up of Assessments if Maximum Assessment Exceeded

Prior to the approval of a final subdivision plat, the Administrator shall certify that the final plat will not cause the Assessment for any Lot Type to exceed the Maximum Assessment. If the subdivision of any Assessed Property by a final subdivision plat causes the Assessment per Lot for any Lot Type to exceed the applicable Maximum Assessment for such Lot Type, the Owner must partially prepay the Assessment for each Assessed Property that exceeds the applicable Maximum Assessment for such Lot Type in an amount sufficient to reduce the Assessment to the applicable Maximum Assessment for such Lot Type. The City's approval of a final subdivision plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay such Assessments.

### C. Mandatory Prepayment of Assessments

If Assessed Property is transferred to a person or entity that is exempt from payment of the Assessment, the owner transferring the Assessed Property shall pay to the Administrator the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the transfer. If the owner of the Assessed Property causes the Assessed Property to become Non-Benefited Property, the owner causing the change in status shall pay the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the change in status.

### D. Reduction of Assessments

If as a result of cost savings or an Authorized Improvement not being constructed, the Actual Costs of completed Authorized Improvements are less than the Assessments, the City Council

shall reduce each Assessment on a pro-rata basis such that the sum of the resulting reduced Assessments for all Assessed Properties equals the reduced Actual Costs. Excess PID Bond proceeds shall be applied to redeem outstanding PID Bonds. The Assessments shall not, however, be reduced to an amount less than the outstanding PID Bonds.

The Administrator shall update (and submit to the City Council for review and approval as part of the next Annual Service Plan Update) the Assessment Roll and corresponding Annual Installments to reflect the reduced Assessments.

### E. Prepayment of Assessments

The owner of the Assessed Property may pay, at any time, all or any part of an Assessment in accordance with the PID Act. Interest costs from the date of prepayment to the date of redemption of the applicable PID Bonds, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If an Assessment is paid in full, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced to zero and the Assessment Roll to be revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate; and (4) the City shall provide the owner with a recordable "Notice of PID Assessment Lien Termination," a form of which is attached hereto as **Exhibit N**.

If an Assessment is paid in part, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced and the Assessment Roll revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment and corresponding Annual Installments shall be reduced to the extent of the prepayment made.

### F. Prepayment as a Result of Eminent Domain Proceeding or Taking

Subject to applicable law, if any portion of any Parcel of Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a **"Taking"**), the portion of the Assessed Property that was taken or transferred (the **"Taken Property"**) shall be reclassified as Non-Benefited Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken

Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property) (the **"Remaining Property"**), following the reclassification of the Taken Property as Non-Benefited Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner of the Remaining Property will remain liable to pay in Annual Installments, or payable as otherwise provided by this 2024 Amended and Restated Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the Maximum Assessment, the owner of the Remaining Property will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed the Maximum Assessment, in which case the Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the City receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against the amount of prepayment, with any remainder credited against the assessment on the Remainder Property.

In all instances the Assessment remaining on the Remaining Property shall not exceed the Maximum Assessment.

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a $100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefited Property and the remaining 90 acres of Remaining Property shall be subject to the $100 Assessment, (provided that this $100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the $100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment on the Remaining Property by $10, then the owner shall be required to pay $10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to be $90.

Notwithstanding the previous paragraphs in this subsection, if the owner of the Taken Property notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value requirement, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment to the Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirement. Said owner will remain liable to pay the Annual Installments on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this subsection, the Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirement on all outstanding PID Bonds.

### G. Payment of Assessment in Annual Installments

**Exhibit F-2** shows the projected Improvement Area #1 Annual Installments. **Exhibit G-2** shows the projected Improvement Area #2 Annual Installments. **Exhibit H-2** shows the projected Improvement Area #3 Annual Installments for the Improvement Area #3 Bonds. **Exhibit H-3** shows the projected Improvement Area #3 Annual Installments for the Improvement Area #3 Bonds and the allocable share of Major Improvement Area Bonds for Improvement Area #3. **Exhibit I-2** shows the projected Improvement Area #4 Annual Installments for the Improvement Area #4 Bonds. **Exhibit I-3** shows the projected Improvement Area #4 Annual Installments for the Improvement Area #4 Bonds and the allocable share of Major Improvement Area Bonds for Improvement Area #4. **Exhibit J-2** shows the projected Major Improvement Area Annual Installments.

Assessments that are not paid in full shall be due and payable in Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update. Until a plat has been recorded on a Parcel and a Property ID has been assigned by the Appraisal District within Improvement Area #1, Improvement Area #2, Improvement Area #3, Improvement Area #4 or the Major Improvement Area, the Annual Installment will be allocated to each Property ID within the Improvement Area #1 Assessed Property, Improvement Area #2 Assessed Property, Improvement Area #3 Assessed Property, Improvement Area #4 Assessed Property, and Major Improvement Area Assessed Property, respectively, based on the Appraisal District acreage for billing purposes only.

The Administrator shall prepare and submit to the City Council for its review and approval, with a copy provided to the Developer contemporaneously therewith, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. Annual Collection Costs shall be allocated equally among Parcels for which the Assessments remain unpaid. Annual Installments shall be collected in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes for the City. The City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the PID Act.

Sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed

Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay the non-delinquent Annual Installments as they become due and payable.

The City reserves the right to refund PID Bonds in accordance with the PID Act and the applicable Indenture. In the event of a refunding, the Administrator shall recalculate the Annual Installments so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute "PID Bonds."

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments shall be due when billed and shall be delinquent if not paid prior to February 1, 2022.

## SECTION VII: ASSESSMENT ROLL

The Improvement Area #1 Assessment Roll is attached as **Exhibit F-1**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Improvement Area #1 Assessment Roll and Improvement Area #1 Annual Installments for each Parcel within the Improvement Area #1 Assessed Property as part of each Annual Service Plan Update.

The Improvement Area #2 Assessment Roll is attached as **Exhibit G-1**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Improvement Area #2 Assessment Roll and Improvement Area #2 Annual Installments for each Parcel within the Improvement Area #2 Assessed Property as part of each Annual Service Plan Update.

The Improvement Area #3 Assessment Roll is attached as **Exhibit H-1**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Improvement Area #3 Assessment Roll and Improvement Area #3 Annual Installments for each Parcel within the Improvement Area #3 Assessed Property as part of each Annual Service Plan Update.

The Improvement Area #4 Assessment Roll is attached as **Exhibit I-1**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Improvement Area #4 Assessment Roll and Improvement Area #4 Annual Installments for each Parcel within the Improvement Area #4 Assessed Property as part of each Annual Service Plan Update.

The Major Improvement Area Assessment Roll is attached as **Exhibit J-1**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Major Improvement Area Assessment Roll and Major Improvement Area Annual Installments for each Parcel within the Major Improvement Area Assessed Property as part of each Annual Service Plan Update.

## SECTION VIII: ADDITIONAL PROVISIONS

### A. Calculation Errors

If the owner of a Parcel claims that an error has been made in any calculation required by this 2024 Amended and Restated Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator by December 1st of each year following City Council approval of the calculation; otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. Upon receipt of a written notice of error from an owner the Administrator shall provide a written response to the City Council and the owner within 30 days of such referral. The City Council shall consider the owner's notice of error and the Administrator's response at a City Council meeting, and within 30 days after closing such meeting, the City Council shall make a final determination as to whether or not an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this 2024 Amended and Restated Service and Assessment Plan, the applicable ordinance authorizing the PID Bonds, or the Indenture, or is otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

### B. Amendments

Amendments to this 2024 Amended and Restated Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this 2024 Amended and Restated Service and Assessment Plan may be amended without notice to owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this 2024 Amended and Restated Service and Assessment Plan.

### C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this 2024 Amended and Restated Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this 2024 Amended

and Restated Service and Assessment Plan. Interpretations of this 2024 Amended and Restated Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners or developers adversely affected by the interpretation. Appeals shall be decided at a meeting of the City Council during which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the owners and developers and their successors and assigns.

### D. Form of Buyer Disclosure

Per Section 5.014 of the Texas Property Code, as amended, this 2024 Amended and Restated Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the District. The buyer disclosures are attached hereto in **Exhibit V-1, Exhibit V-2, Exhibit V-3, Exhibit V-4, Exhibit V-5, Exhibit V-6, Exhibit V-7, Exhibit V-8, Exhibit V-9,** and **Exhibit V-10.** Within seven days of approval by the City Council, the City shall file and record in the real property records of the County the executed ordinance approving this 2024 Amended and Restated Service and Assessment Plan, or any future Annual Service Plan Updates. The executed ordinance, including any attachments, approving this 2024 Amended and Restated Service and Assessment Plan or any future Annual Service Plan Updates shall be filed and recorded in the real property records of the County in its entirety.

### E. Severability

If any provision of this 2024 Amended and Restated Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

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# LIST OF EXHIBITS

The following Exhibits are attached to and made a part of this 2024 Amended and Restated Service and Assessment Plan for all purposes:

| | |
|---|---|
| **Exhibit A-1** | District Legal Description |
| **Exhibit A-2** | Improvement Area #1 Legal Description |
| **Exhibit A-3** | Improvement Area #2 Legal Description |
| **Exhibit A-4** | Improvement Area #3 Legal Description |
| **Exhibit A-5** | Improvement Area #4 Legal Description |
| **Exhibit A-6** | Major Improvement Area Legal Description |
| **Exhibit B-1** | District Boundary Map |
| **Exhibit B-2** | Improvement Area #1 Boundary Map |
| **Exhibit B-3** | Improvement Area #2 Boundary Map |
| **Exhibit B-4** | Improvement Area #3 Boundary Map |
| **Exhibit B-5** | Improvement Area #4 Boundary Map |
| **Exhibit B-6** | Major Improvement Area Boundary Map |
| **Exhibit B-7** | Improvement Area #3 Condo Parcel Map |
| **Exhibit C** | Authorized Improvements |
| **Exhibit D** | Service Plan |
| **Exhibit E** | Sources and Uses |
| **Exhibit F-1** | Improvement Area #1 Assessment Roll |
| **Exhibit F-2** | Improvement Area #1 Annual Installment Schedule |
| **Exhibit G-1** | Improvement Area #2 Assessment Roll |
| **Exhibit G-2** | Improvement Area #2 Annual Installment Schedule |
| **Exhibit H-1** | Improvement Area #3 Assessment Roll |
| **Exhibit H-2** | Improvement Area #3 Bonds Annual Installment Schedule |
| **Exhibit H-3** | Improvement Area #3 Total Annual Installment Schedule |
| **Exhibit I-1** | Improvement Area #4 Assessment Roll |
| **Exhibit I-2** | Improvement Area #4 Bonds Annual Installment Schedule |
| **Exhibit I-3** | Improvement Area #4 Total Annual Installment Schedule |

| | |
|---|---|
| **Exhibit J-1** | Major Improvement Area Assessment Roll |
| **Exhibit J-2** | Major Improvement Area Annual Installment Schedule |
| **Exhibit K** | Maximum Assessment Per Lot Type |
| **Exhibit L** | Lot Type Classification Maps |
| **Exhibit M** | Maps of Authorized Improvements |
| **Exhibit N** | Notice of PID Assessment Lien Termination |
| **Exhibit O** | Estimated Buildout Value for Major Improvement Area, Improvement Area #1, Improvement Area #2, Improvement Area #3, and Improvement Area #4 |
| **Exhibit P** | Improvement Area #1-2 Bond Debt Service Schedule |
| **Exhibit Q** | Improvement Area #3 Bond Debt Service Schedule |
| **Exhibit R** | Improvement Area #4 Bond Debt Service Schedule |
| **Exhibit S** | Major Improvement Area Bond Debt Service Schedule |
| **Exhibit T-1** | Lot Type 1 Buyer Disclosure |
| **Exhibit T-2** | Lot Type 2 Buyer Disclosure |
| **Exhibit T-3** | Lot Type 3 Buyer Disclosure |
| **Exhibit T-4** | Lot Type 4 Buyer Disclosure |
| **Exhibit T-5** | Lot Type 5 Buyer Disclosure |
| **Exhibit T-6** | Lot Type 6 Buyer Disclosure |
| **Exhibit T-7** | Lot Type 7 Buyer Disclosure |
| **Exhibit T-8** | Lot Type 8 Buyer Disclosure |
| **Exhibit T-9** | Lot Type 9 Buyer Disclosure |
| **Exhibit T-10** | Lot Type 10 Buyer Disclosure |
| **Exhibit U** | Improvement Area #3 Engineering Report |
| **Exhibit V** | Improvement Area #4 Engineering Report |

The following Appendices are attached to and made a part of this 2024 Amended and Restated Service and Assessment Plan for all purposes:

**Exhibit A** Final Plats within the District

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# EXHIBIT A-1 – DISTRICT LEGAL DESCRIPTION

**Exhibit A**
**The Property**

90.089 ACRES OUT OF THE A.C. CALDWELL SURVEY, ABSTRACT NUMBER 154, TRAVIS COUNTY, TEXAS AND BEING THE TRACTS OF LAND CONVEYED TO RHOF, LLC, A TEXAS LIMITED LIABILITY COMPANY, PER DEED RECORDED AS DOCUMENT NO.2017194263 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

44.0347 ACRES OF LAND LOCATED IN THE A.C. CALDWELL SURVEY, ABSTRACT NUMBER 154, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN CALLED 180.83 ACRES OF LAND CONVEYED TO ALMA JUANITA MEIER, AS DESCRIBED IN VOLUME 11376, PAGE 676, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

267.972 ACRES OF LAND LOCATED IN THE LEMUEL KIMBRO SURVEY, ABSTRACT NUMBER 456 AND THE A.C. CALDWELL SURVEY, ABSTRACT NUMBER 154, TRAVIS COUNTY, TEXAS AND BEING THE SAME 267.972 ACRE TRACT OF LAND CONVEYED TO SKY VILLAGE KIMBRO ESTATES, LLC, AS DESCRIBED IN DOCUMENT NUMBER 2016214460, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

(35.626 AC) LOT 2, J.F. NAGLE ESTATES, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NO. 199900207, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, TOGETHER WITH A NON-EXCLUSIVE 60 FOOT WIDE ACCESS AND PUBLIC UTILITY EASEMENT AS CREATED AND MORE PARTICULARLY DESCRIBED IN THAT DECLARATION OF ACCESS AND PUBLIC UTILITY EASEMENT RECORDED IN DOCUMENT NO. 1999058184, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, BEING THE SAME 35.626 ACRES CONVYED TO SKY VILLAGE KIMBRO ESTATES, LLC, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

3.469 ACRES OF LAND LOCATED IN THE LEMUEL KIMBRO SURVEY, ABSTRACT NUMBER 456, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO SKY VILLAGE KIMBRO ESTATES, LLC, AS RECORDED IN 2017157471 OF THE OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS

157.9603 ACRES OUT OF THE A.C. CALDWELL SURVEY NO.52, ABSTRACT 154 AND THE LEMUEL KIMBRO SURVEY NO.64, ABSTRACT 456, AND BEING THE TRACTS OF LAND CONVEYED TO KIMBRO ROAD ESTATES, LP PER DEED RECORDED AS DOCUMENT NO.201780865 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

**A METES AND BOUNDS**
**DESCRIPTION OF A**
**3.700 ACRE RIGHT-OF-WAY OF LAND**

**BEING** a 3.700 acre (161,158 square feet) tract of land situated in the A.C. Caldwell Survey No. 52, Abstract No. 154, City of Manor, Travis County, Texas; and being a portion of Old Kimbro Road (80 feet wide); and being more particularly described as follows:

**COMMENCING**, at a 1/2-inch iron rod with a plastic cap stamped "KHA" found on the southerly right-of-way line of said Old Kimbro Road marking the northwest corner of a called 51.533 acre tract of land described in instrument to Chau Dinh and Kim Pham recorded in Document No. 2014139510 of the Official Public Records of Travis County, same being the northeast corner of a called 90.0886 acre tract of land described in instrument to RHOF, LLC recorded in Document No. 2017194263 of the Official Public Records of Travis County;

**THENCE**, North 85°48'57" West, 846.55 feet, along the southerly right-of-way line of Old Kimbro Road and the north line of said 90.0886 acre tract to the **POINT OF BEGINNING** of the herein described tract;

**THENCE**, continuing along the southerly right-of-way of said Old Kimbro Road and along the north line of said 90.0886 acre tract the following two (2) courses and distances:

1. North 85°48'57" West, 1629.02 feet to an iron rod with plastic cap stamped "KHA" found for a point of curvature;
2. in a southwesterly direction, along a tangent curve to the left, a central angle of 43°49'58", a radius of 533.10 feet, a chord bearing and distance of South 72°20'04" West, 397.96 feet, and a total arc length of 407.84 feet to a point for corner;

**THENCE**, departing the north line of said 90.0886 acre tract and crossing said Old Kimbro Road the following two (2) courses and distances:

1. North 40°17'42" West, 46.07 feet to a point for corner;
2. North 61°40'04" West, 35.46 feet to a 5/8-iron rod found on the northerly right-of-way line of said Old Kimbro Road marking the southwest corner of a called 157.9603 acre tract of land described in instrument to RHOF, LLC recorded in Document No. 2017150865 of the Official Public Records of Travis County;

**THENCE**, along the northerly right-of-way line of said Old Kimbro Road and along the south line of said 157.9603 acre tract the following three (3) courses and distances:

1. in a northeasterly direction, along a non-tangent curve to the right, a central angle of 36°32'19", a radius of 613.14 feet, a chord bearing and distance of North 68°23'46" East, 384.42 feet, and a total arc length of 391.01 feet to a 1/2-iron rod found for a point for corner;
2. in a northeasterly direction, along a non-tangent curve to the right, a central angle of 7°10'29", a radius of 1407.07 feet, a chord bearing and distance of South 89°23'14" East, 176.08 feet, and a total arc length of 176.20 feet to a concrete monument found for a point of tangency;
3. South 85°54'35" East, 1541.16 feet to a point for corner;

**THENCE**, South 4°11'03" West, 80.00 feet departing the south line of said 157.9603 acre tract and crossing said Old Kimbro Road to the **POINT OF BEGINNING**, and containing 3.700 acres of right-of-way in Travis County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD'83). All distances are on the surface and shown in U.S. Survey Feet. To convert grid distances to grid, apply the combined SURFACE to GRID scale factor of 0.99992097045. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

STATE OF TEXAS
REGISTERED
ABEL P. STENDAHL
6754
PROFESSIONAL
LAND SURVEYOR

ABEL P. STENDAHL
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6754
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
abel.stendahl@kimley-horn.com

**EXHIBIT OF A 3.700 ACRE RIGHT-OF-WAY TO BE RELEASED**
A.A. CALDWELL SURVEY NO.52,
ABSTRACT NO. 154
TRAVIS COUNTY, TEXAS

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

| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
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# EXHIBIT A-2 – IMPROVEMENT AREA #1 LEGAL DESCRIPTION

Being 127.37 acres of land located in the A.C Caldwell Survey No. 52, Abstract No. 154, and being all of that 110.524 acre tract of land located in the A.C Caldwell Survey No. 52, Abstract No. 154, described in the Manor Heights South Phase 1 Section 1 Final Plat, recorded in Document No. 202100001 Official Public Records of Travis County, and being a portion of that certain 267.942 acre tract of land located in the A.C Caldwell Survey No. 52, Abstract No. 154, City of Manor, Travis County, Texas, conveyed to Forestar (USA) Real Estate Group Inc., as described in Document No. 2019171724, corrected in Document No. 2019176020, Official Public Records of Travis County, Texas.

# EXHIBIT A-3 – IMPROVEMENT AREA #2 LEGAL DESCRIPTION

Being 91.81 acres of land located in the A.C Caldwell Survey No.52, Abstract No.154, and the Lemuel Kimbro Survey No.64, Abstract No.456, City of Manor, Travis County Texas, and being portion of that certain tract or parcel of land containing 90.089 acres located in the A.C. Caldwell Survey No.52 , Abstract No. 154, described in instrument to Forestar (USA) Real Estate Group Inc., recorded in Document No.2019171725, corrected in Document No.2019176021 Official Public Records of Travis County, and being a portion of that certain 157.9603 acre tract of land located in the A.C Caldwell Survey No.52, Abstract No.154, and the Lemuel Kimbro Survey No.64, Abstract No.456, City of Manor, Travis County Texas, described in instrument to Forestar (USA) Real Estate Group Inc., recorded in Document No.2019171725, corrected in Document No.2019176021 Official Public Records of Travis County , and a portion of that certain tract or parcel of land containing 3.7 acres situated in the A.C. Caldwell Survey No.52, Abstract 154, City of Manor, Travis County, Texas Conveyed to Forestar (USA) Real Estate Group Inc., as described in document 2021052193, official public records of Travis County, Texas.

# EXHIBIT A-4 – IMPROVEMENT AREA #3 LEGAL DESCRIPTION

Improvement Area #3 is contained within the area described by the Manor Heights Phase 2 Section 1B Final Plat BLK M Lot 2, Manor Heights Phase 3 Section 1 Final Plat & Manor Heights Phase 3 Section 2 Final Plat as described below in **Exhibit A-5**, **Exhibit A-6** & **Exhibit A-7**, respectively.

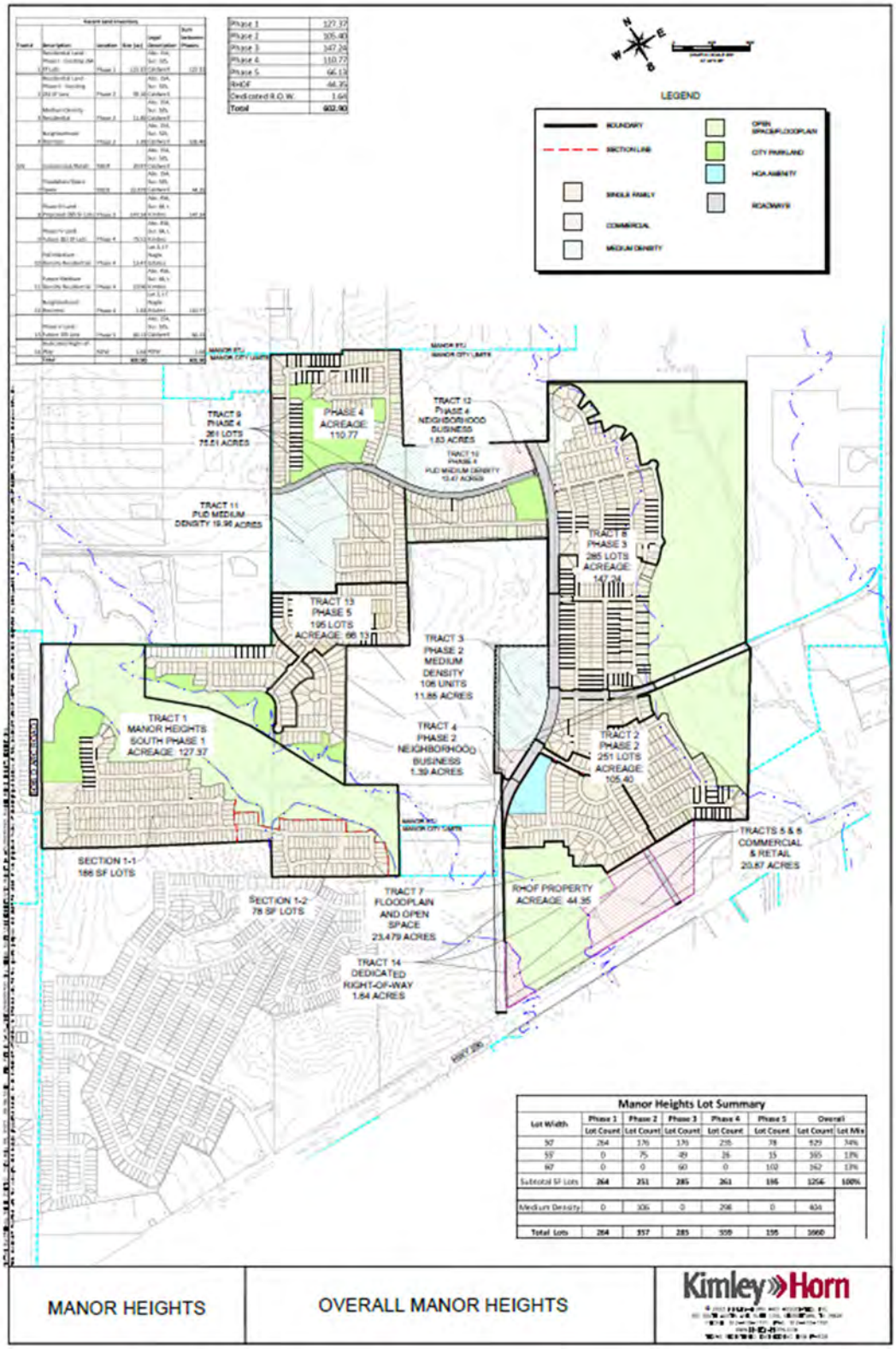
# EXHIBIT A-5 – IMPROVEMENT AREA #4 LEGAL DESCRIPTION

[Developer to provide]

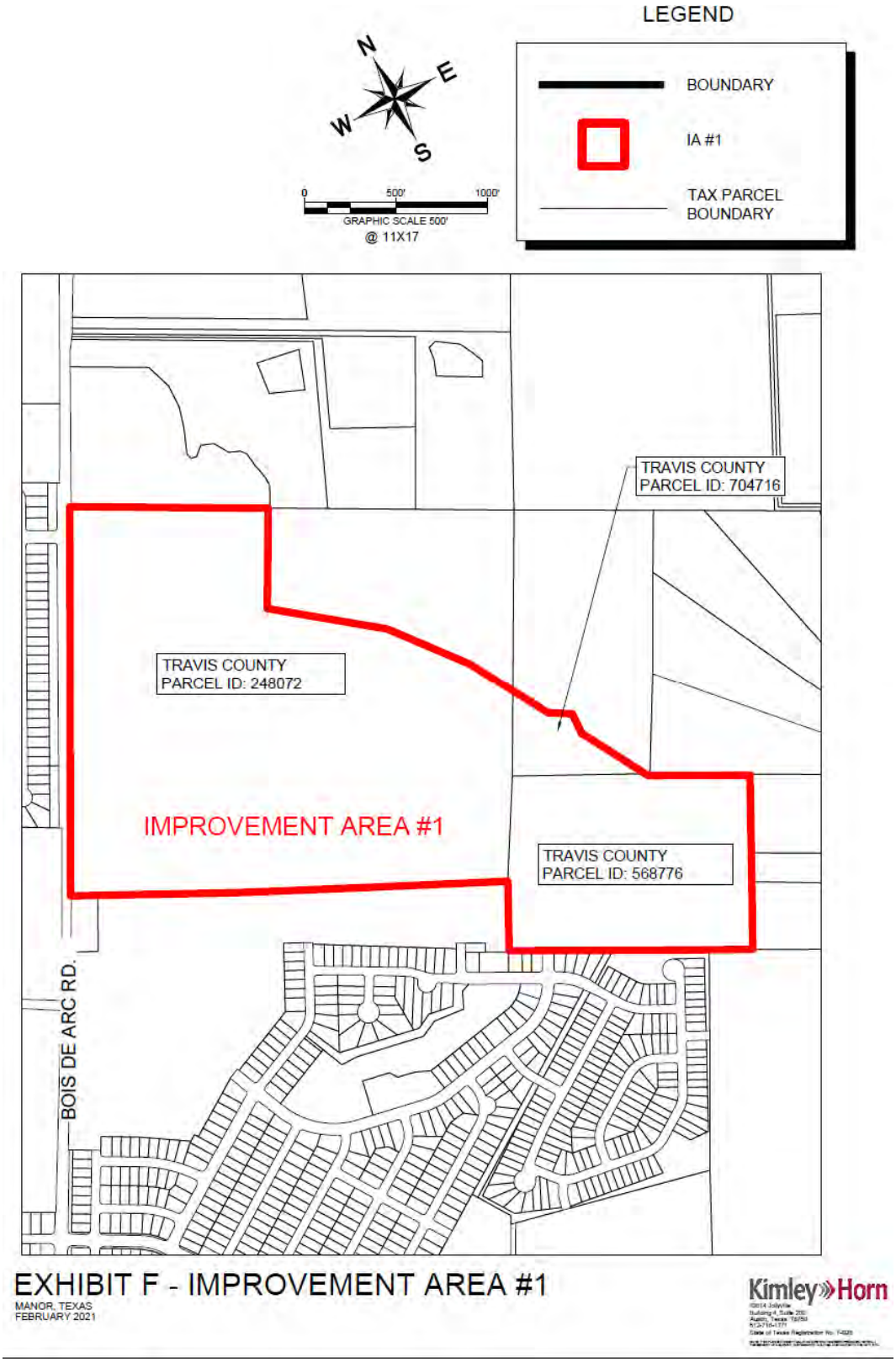
# EXHIBIT A-6 – MAJOR IMPROVEMENT AREA LEGAL DESCRIPTION

383.102 Acres Being Portions of a called 267.972 acre Tract of land Recorded in document No.2016214460, Official Public Records of Travis County, 157.9603 Acre Tract Recorded in document No.201718086, Official Public Records of Travis County, A called 90.0886 Acre Tract Recorded in Documents No.2017194263, Official Public Records of Travis County, and a portion of Old Kimbro Road A.C. Caldwell Survey No. 52, Abstract No 154 City of Manor, Travis County, Texas

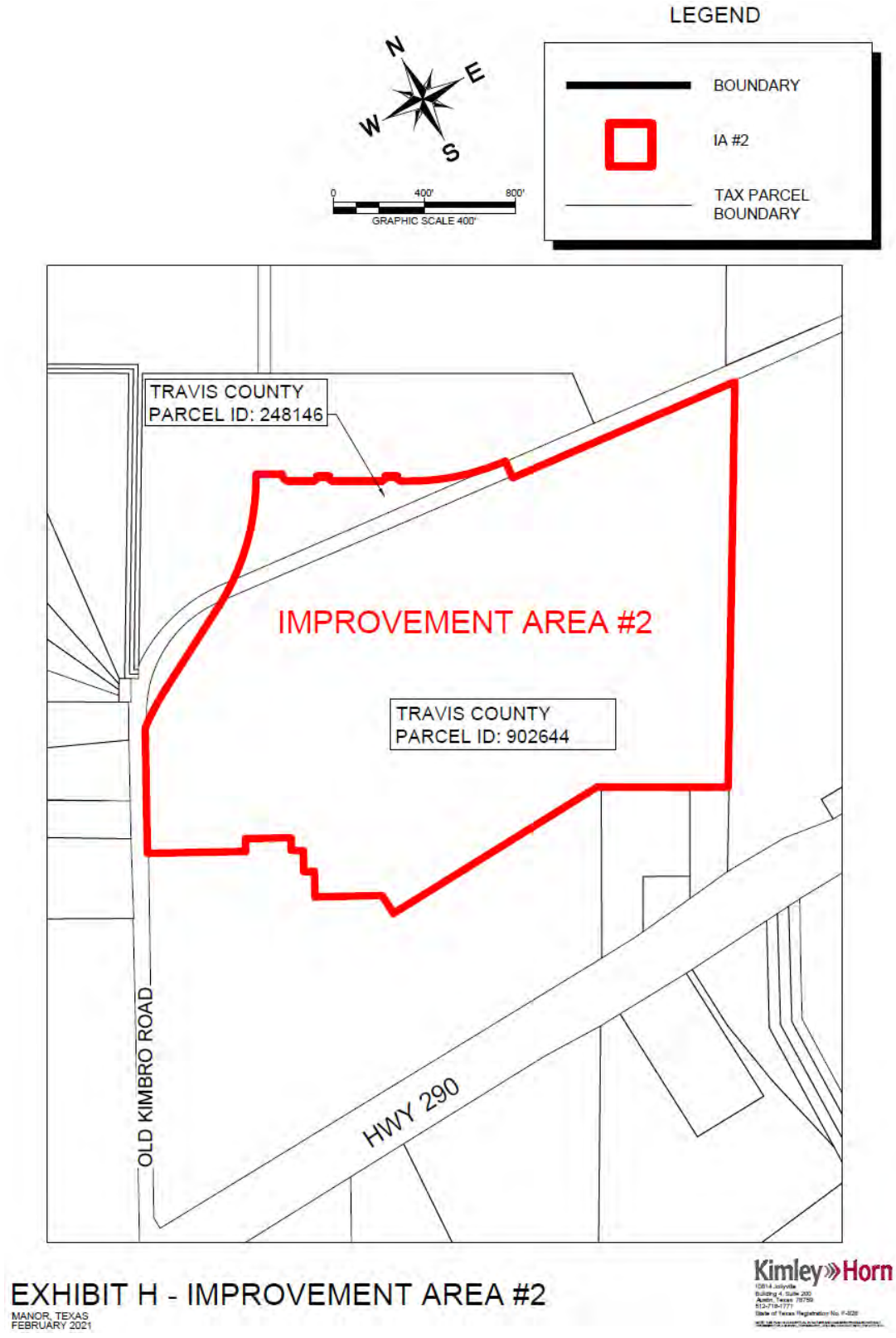
# EXHIBIT B-1 – DISTRICT BOUNDARY MAP



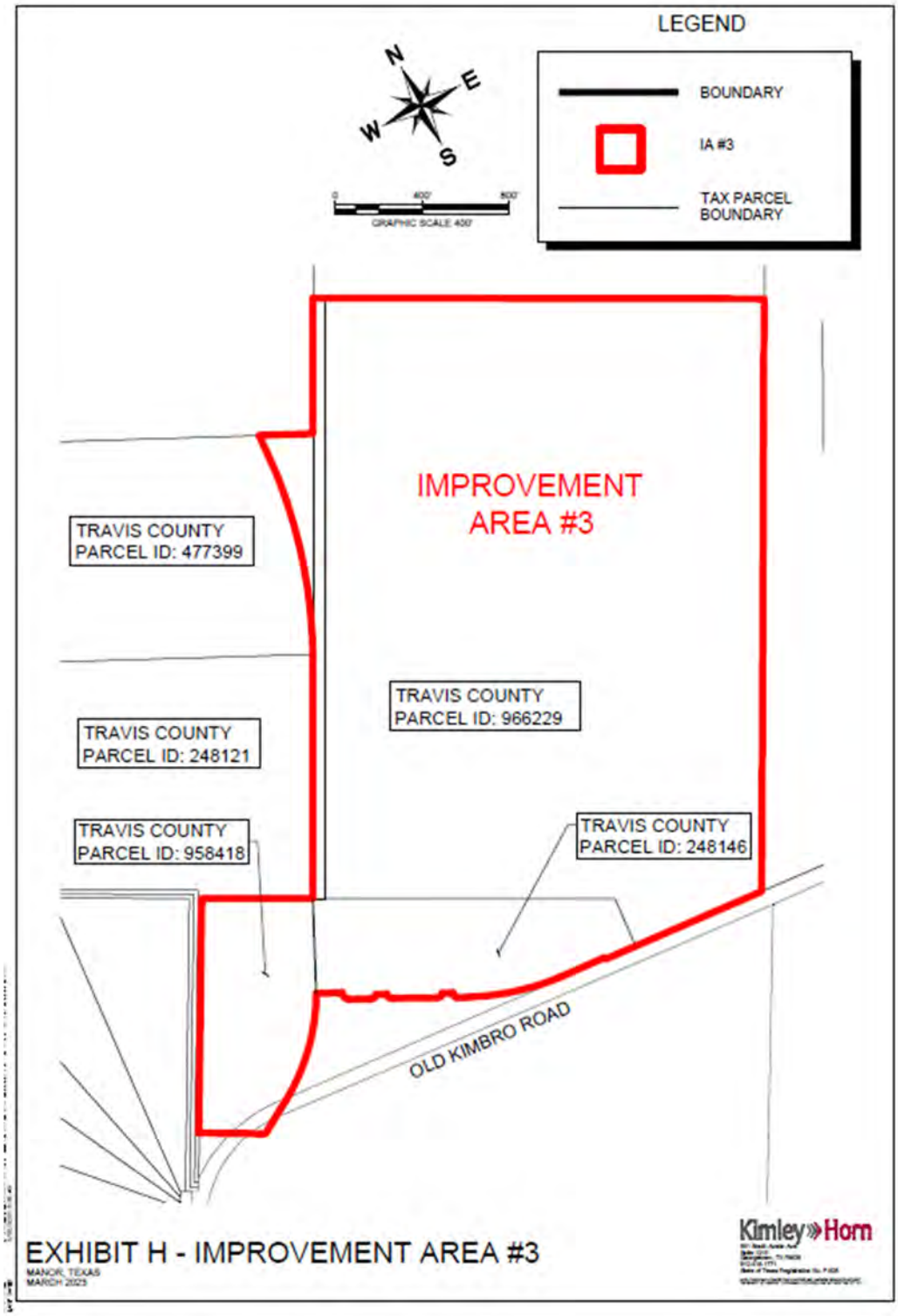
# EXHIBIT B-2 – IMPROVEMENT AREA #1 BOUNDARY MAP



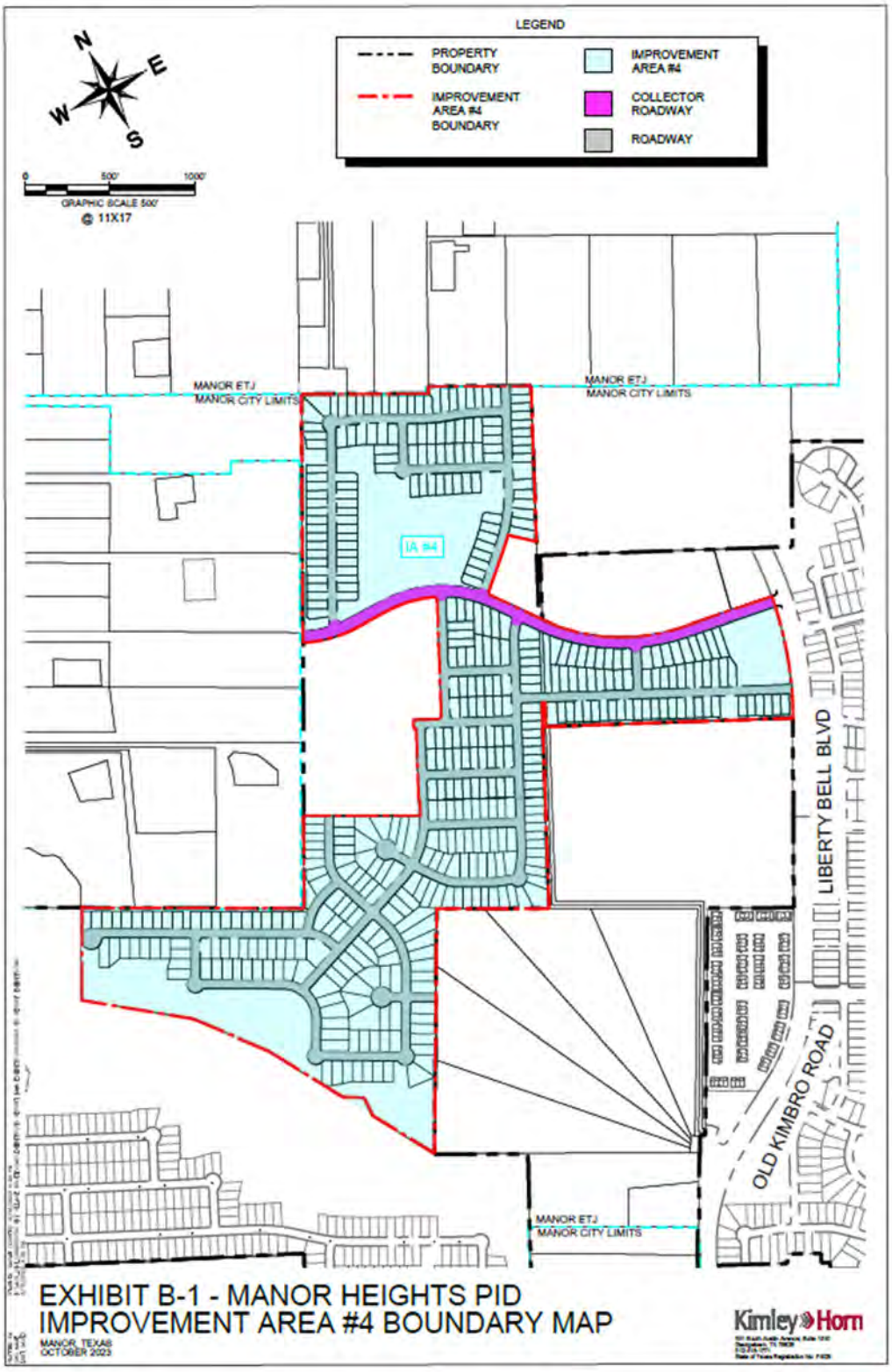
# EXHIBIT B-3 – IMPROVEMENT AREA #2 BOUNDARY MAP



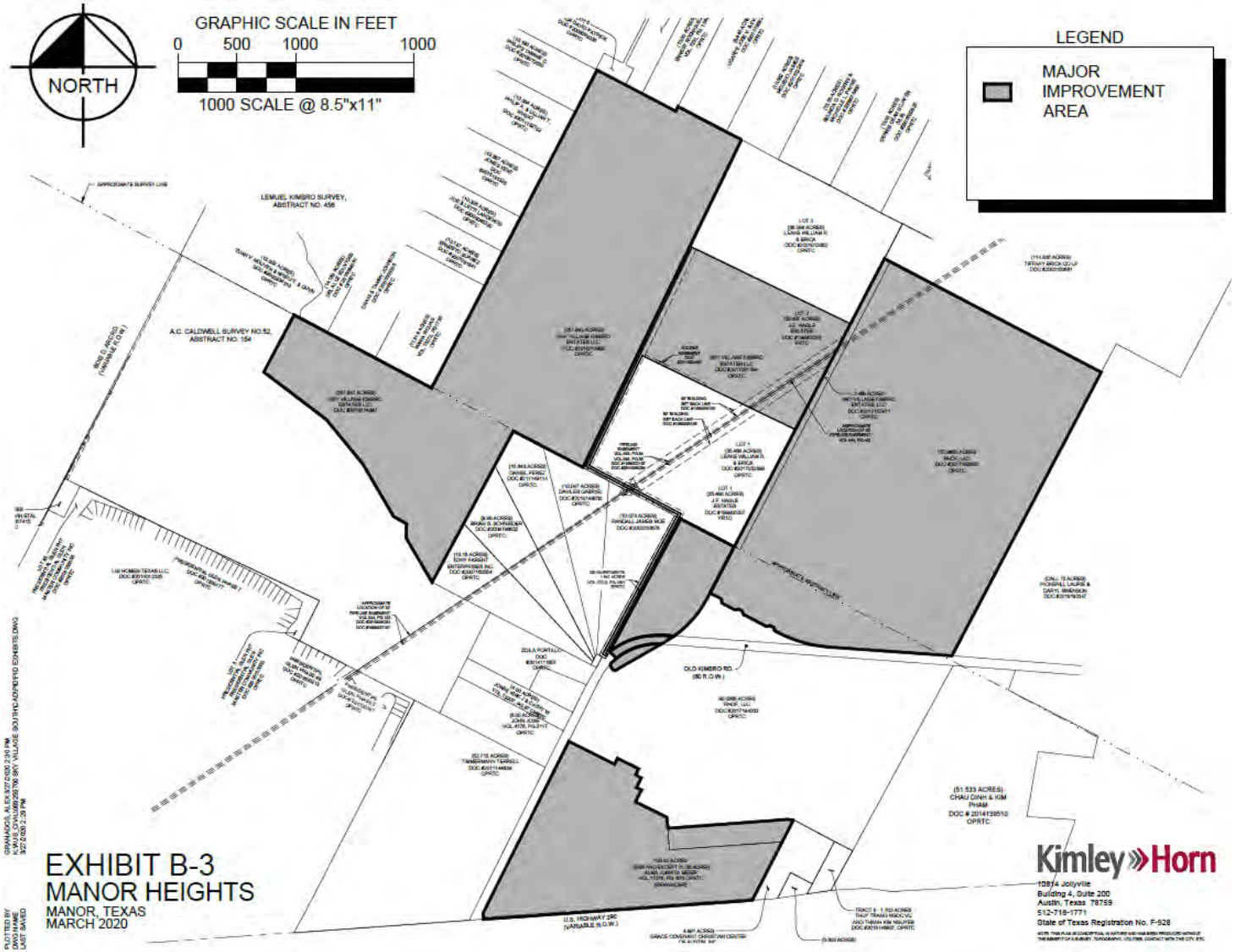
# EXHIBIT B-4 – IMPROVEMENT AREA #3 BOUNDARY MAP



# EXHIBIT B-5 – IMPROVEMENT AREA #4 BOUNDARY MAP

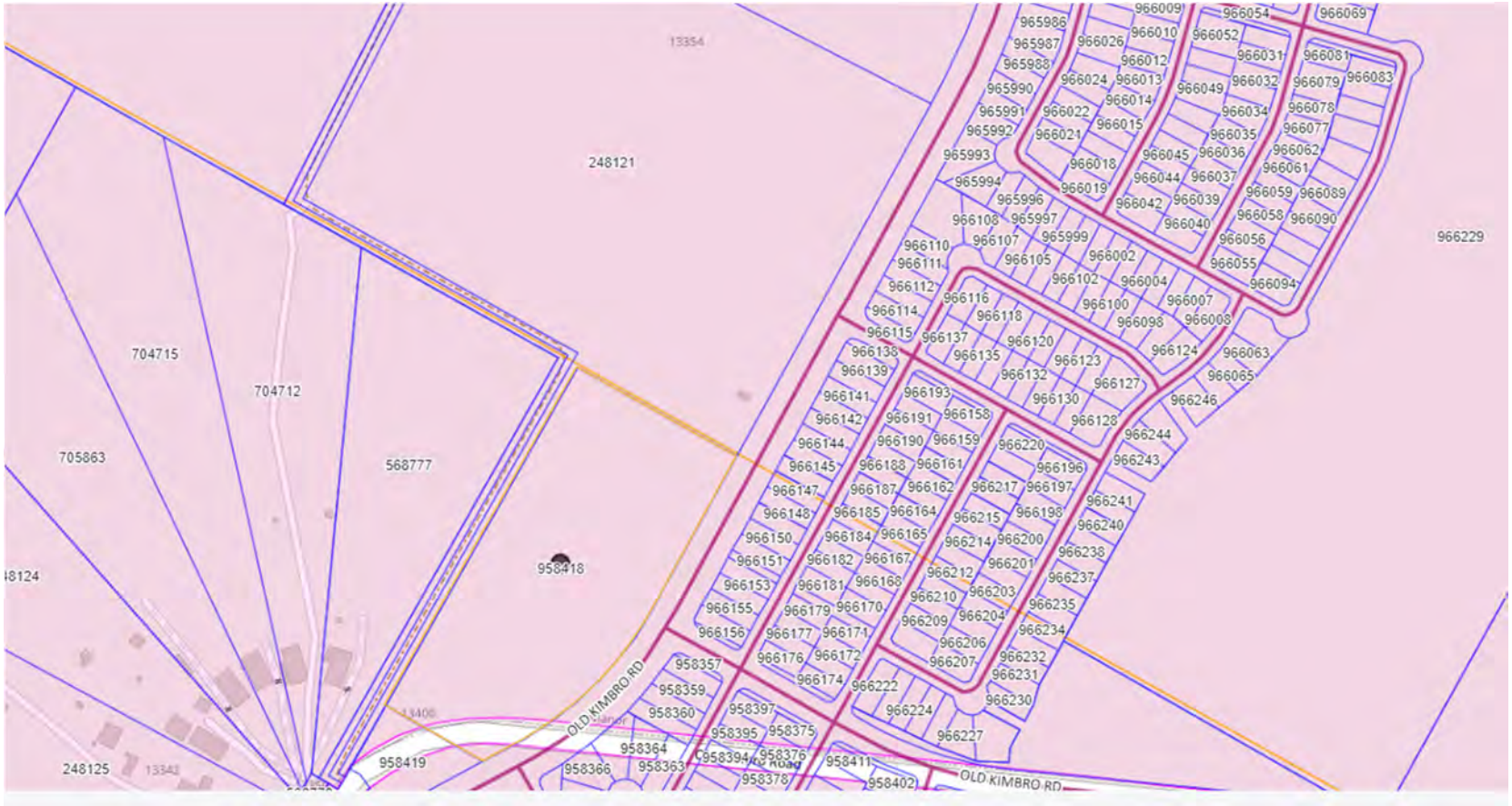


# EXHIBIT B-6 - MAJOR IMPROVEMENT AREA BOUNDARY MAP



# EXHIBIT B-7 – IMPROVEMENT AREA #3 CONDO PARCEL MAP

All Improvement Area #3 condominium lots will be contained within Tax ID 958418 upon final plat.



# EXHIBIT C – AUTHORIZED IMPROVEMENTS

| | Total Costs | Improvement Area #1 [a] | Improvement Area #2 [a] | Improvement Area #3 [c] | Improvement Area #4 [d] | Major Improvement Area [b] |
|---|---|---|---|---|---|---|
| *Major Improvements* | | | | | | |
| Wastewater Treatment Plant Phase 1 | $ 5,119,898 | $ 799,087 | $ 763,720 | $ - | $ - | $ 3,557,091 |
| Roadway | 3,115,626 | 486,270 | 464,749 | - | - | 2,164,607 |
| Kimbro ROW Acquisition | 47,348 | 7,390 | 7,063 | - | - | 32,895 |
| Soft Costs [e] | 1,242,431 | 193,912 | 185,330 | - | - | 863,189 |
| | $ 9,525,302 | $ 1,486,659 | $ 1,420,862 | $ - | $ - | $ 6,617,781 |
| *Improvement Area #1 Improvements* | | | | | | |
| Water | $ 877,624 | $ 877,624 | $ - | $ - | $ - | $ - |
| Wastewater | 761,450 | 761,450 | - | - | - | - |
| Drainage | 1,147,364 | 1,147,364 | - | - | - | - |
| Roadway | 3,462,805 | 3,462,805 | - | - | - | - |
| Trails | 59,850 | 59,850 | - | - | - | - |
| Soft Costs [e] | 163,600 | 163,600 | - | - | - | - |
| | $ 6,472,693 | $ 6,472,693 | $ - | $ - | $ - | $ - |
| *Improvement Area #2 Improvements* | | | | | | |
| Water | $ 895,023 | $ - | $ 895,023 | $ - | $ - | $ - |
| Wastewater | 1,119,316 | - | 1,119,316 | - | - | - |
| Drainage | 1,164,737 | - | 1,164,737 | - | - | - |
| Roadway | 4,889,702 | - | 4,889,702 | - | - | - |
| Trails | - | - | - | - | - | - |
| Soft Costs [e] | 320,400 | - | 320,400 | - | - | - |
| | $ 8,389,178 | $ - | $ 8,389,178 | $ - | $ - | $ - |
| *Improvement Area #3 Improvements* | | | | | | |
| Water | $ 1,199,062 | $ - | $ - | $ 1,199,062 | $ - | $ - |
| Wastewater | 1,777,998 | - | - | 1,777,998 | - | - |
| Drainage | 3,229,931 | - | - | 3,229,931 | - | - |
| Roadway | 3,012,678 | - | - | 3,012,678 | - | - |
| Soft Costs [e] | 1,382,950 | - | - | 1,382,950 | - | - |
| | $ 10,602,619 | $ - | $ - | $ 10,602,619 | $ - | $ - |
| *Improvement Area #4 Improvements* | | | | | | |
| Water | $ 2,173,306 | $ - | $ - | $ - | $ 2,173,306 | $ - |
| Wastewater | 2,348,206 | - | - | - | 2,348,206 | - |
| Drainage | 2,736,230 | - | - | - | 2,736,230 | - |
| Roadway | 4,834,330 | - | - | - | 4,834,330 | - |
| Soft Costs [e] | 1,813,811 | - | - | - | 1,813,811 | - |
| | $ 13,905,883 | $ - | $ - | $ - | $ 13,905,883 | $ - |
| *Bond Issuance Costs and District Formation Expenses* | | | | | | |
| Debt Service Reserve Fund [f] | $ 1,714,711 | $ 218,536 | $ 208,864 | $ 296,029 | $ 490,157 | $ 501,125 |
| Capitalized Interest [f] | 1,010,544 | 134,565 | 128,610 | - | 414,050 | 333,319 |
| Underwriter Discount [f] | 742,050 | 112,055 | 107,095 | 128,400 | 152,100 | 242,400 |
| Cost of Issuance [f] | 1,325,327 | 187,139 | 178,856 | 267,980 | 304,200 | 387,152 |
| Original Issue Discount [f] | 33,395 | - | - | 33,395 | - | - |
| First Year Annual Collection Costs [f] | 120,000 | 15,339 | 14,661 | 30,000 | 30,000 | 30,000 |
| | $ 4,946,028 | $ 667,634 | $ 638,086 | $ 755,805 | $ 1,390,507 | $ 1,493,996 |
| **Total** | **$ 53,841,701** | **$ 8,626,986** | **$ 10,448,125** | **$ 11,358,424** | **$ 15,296,390** | **$ 8,111,777** |

Notes:

[a] Costs were determined by construction contracts provided by Kimley-Horn and Associates dated 1/8/2021.

[b] Costs were determined by Excel Construction Services bid for Wastewater Treatment Plant Phase 1 Improvements dated 11/9/2020 and construction contract provided by Kimley-Horn and Associates dated 1/8/2021 for Roadways Improvements.

[c] Costs were determined by the engineering report provided by Kimley-Horn and Associates dated 1/30/2023. Improvement Area #3 is within the Major Improvement Area and therefore funds a portion of the Major Improvements.

[d] Costs were determined by the engineering report provided by Kimley-Horn and Associates dated 11/21/2023. Improvement Area #4 is within the Major Improvement Area and therefore funds a portion of the Major Improvements.

[e] Soft costs estimated at 15% of hard costs, inclusive of a 4% construction management fee.

[f] Costs associated with the issuance of Improvement Area #1-2 bonds were allocated between Improvement Area # 1 and Improvement Area #2 on a pro rata basis based on the amount of Assessments levied.

# EXHIBIT D – SERVICE PLAN

| Improvement Area #1 | | | | | | |
|---|---|---|---|---|---|---|
| **Installments Due** | | **1/31/2025** | **1/31/2026** | **1/31/2027** | **1/31/2028** | **1/31/2029** |
| Principal | | $ 81,810 | $ 84,367 | $ 86,924 | $ 89,480 | $ 92,037 |
| Interest | | $ 130,667 | $ 128,621 | $ 126,512 | $ 123,796 | $ 120,999 |
| Capitalized Interest | | - | - | - | - | - |
| | (1) | $ 212,477 | $ 212,988 | $ 213,436 | $ 213,276 | $ 213,036 |
| Annual Collection Costs | (2) | $ 17,227 | $ 17,571 | $ 17,923 | $ 18,281 | $ 18,647 |
| Additional Interest Reserve | (3) | $ 17,896 | $ 17,487 | $ 17,065 | $ 16,631 | $ 16,183 |
| **Total Annual Installment** | **(4) = (1) + (2) + (3)** | **$ 247,600** | **$ 248,046** | **$ 248,423** | **$ 248,187** | **$ 247,866** |

| Improvement Area #2 | | | | | | |
|---|---|---|---|---|---|---|
| **Installments Due** | | **1/31/2025** | **1/31/2026** | **1/31/2027** | **1/31/2028** | **1/31/2029** |
| Principal | | $ 78,190 | $ 80,633 | $ 83,076 | $ 85,520 | $ 87,963 |
| Interest | | $ 124,883 | $ 122,929 | $ 120,913 | $ 118,317 | $ 115,644 |
| Capitalized Interest | | - | - | - | - | - |
| | (1) | $ 203,073 | $ 203,562 | $ 203,989 | $ 203,837 | $ 203,608 |
| Annual Collection Costs | (2) | $ 16,464 | $ 16,794 | $ 17,129 | $ 17,472 | $ 17,821 |
| Additional Interest Reserve | (3) | $ 17,104 | $ 16,713 | $ 16,310 | $ 15,894 | $ 15,467 |
| **Total Annual Installment** | **(4) = (1) + (2) + (3)** | **$ 236,641** | **$ 237,068** | **$ 237,429** | **$ 237,203** | **$ 236,896** |

| Improvement Area #3 | | | | | | |
|---|---|---|---|---|---|---|
| **Installments Due** | | **1/31/2025** | **1/31/2026** | **1/31/2027** | **1/31/2028** | **1/31/2029** |
| Principal | | $ 71,000 | $ 72,000 | $ 75,000 | $ 79,000 | $ 83,000 |
| Interest | | $ 224,860 | $ 221,665 | $ 218,425 | $ 215,050 | $ 211,495 |
| | (1) | $ 295,860 | $ 293,665 | $ 293,425 | $ 294,050 | $ 294,495 |
| Annual Collection Costs | (2) | $ 19,527 | $ 19,918 | $ 20,316 | $ 20,723 | $ 21,137 |
| Additional Interest Reserve | (3) | $ 21,225 | $ 20,870 | $ 20,510 | $ 20,135 | $ 19,740 |
| **Total Annual Installment** | **(4) = (1) + (2) + (3)** | **$ 336,612** | **$ 334,453** | **$ 334,251** | **$ 334,908** | **$ 335,372** |

| Improvement Area #4 | | | | | | |
|---|---|---|---|---|---|---|
| **Installments Due** | | **1/31/2025** | **1/31/2026** | **1/31/2027** | **1/31/2028** | **1/31/2029** |
| Principal | | $ - | $ 59,000 | $ 63,000 | $ 67,000 | $ 72,000 |
| Interest | | $ 414,050 | $ 310,538 | $ 306,924 | $ 303,065 | $ 298,961 |
| Capitalized Interest | | $ (414,050) | $ - | $ - | $ - | $ - |
| | (1) | $ - | $ 369,538 | $ 369,924 | $ 370,065 | $ 370,961 |
| Annual Collection Costs | (2) | $ - | $ 31,212 | $ 31,836 | $ 32,473 | $ 33,122 |
| Additional Interest Reserve | (3) | $ - | $ 25,350 | $ 25,055 | $ 24,740 | $ 24,405 |
| **Total Annual Installment** | **(4) = (1) + (2) + (3)** | **$ -** | **$ 426,100** | **$ 426,815** | **$ 427,278** | **$ 428,489** |

| Major Improvement Area | | | | | | |
|---|---|---|---|---|---|---|
| **Installments Due** | | **1/31/2025** | **1/31/2026** | **1/31/2027** | **1/31/2028** | **1/31/2029** |
| Principal | | $ 160,000 | $ 170,000 | $ 175,000 | $ 180,000 | $ 185,000 |
| Interest | | $ 323,788 | $ 318,788 | $ 313,475 | $ 306,913 | $ 300,163 |
| Capitalized Interest | | - | - | - | - | - |
| | (1) | $ 483,788 | $ 488,788 | $ 488,475 | $ 486,913 | $ 485,163 |
| Annual Collection Costs | (2) | $ 31,888 | $ 32,525 | $ 33,176 | $ 33,839 | $ 34,516 |
| Additional Interest Reserve | (3) | $ 38,875 | $ 38,075 | $ 37,225 | $ 36,350 | $ 35,450 |
| **Total Annual Installment** | **(4) = (1) + (2) + (3)** | **$ 554,550** | **$ 559,388** | **$ 558,876** | **$ 557,102** | **$ 555,129** |

# EXHIBIT E – SOURCES AND USES

| | Improvement Area #1 | Improvement Area #2 | Improvement Area #3 | Improvement Area #4 | Major Improvement Area |
|---|---|---|---|---|---|
| **Sources of Funds** | | | | | |
| Improvement Area #1-2 Bond Par | $ 3,735,156 | $ 3,569,844 | $ - | $ - | $ - |
| Improvement Area #1-2 Bond Premium | 44,700 | 42,721 | - | - | - |
| Improvement Area #3 Bond Par | - | - | 4,280,000 | - | |
| Improvement Area #3 Bond Par | - | - | - | 5,070,000 | |
| Major Improvement Area Bond Par | - | - | - | - | 8,080,000 |
| Owner Contribution | 4,847,130 | 6,835,560 | 7,078,424 | 10,226,390 | 31,777 |
| **Total Sources** | **$ 8,626,986** | **$ 10,448,125** | **$ 11,358,424** | **$ 15,296,390** | **$ 8,111,777** |
| **Uses of Funds** | | | | | |
| Major Improvements | $ 1,486,659 | $ 1,420,862 | $ - | $ - | $ 6,617,781 |
| Improvement Area #1 Improvements | 6,472,693 | - | - | - | - |
| Improvement Area #2 Improvements | - | 8,389,178 | - | - | - |
| Improvement Area #3 Improvements | - | - | 10,602,619 | - | - |
| Improvement Area #4 Improvements | - | - | - | 13,905,883 | - |
| | $ 7,959,352 | $ 9,810,039 | $ 10,602,619 | $ 13,905,883 | $ 6,617,781 |
| *Bond Issuance Costs and District Formation Expenses* | | | | | |
| Debt Service Reserve Fund | $ 218,536 | $ 208,864 | $ 296,029 | $ 490,157 | $ 501,125 |
| Capitalized Interest | 134,565 | 128,610 | - | 414,050 | 333,319 |
| Underwriter Discount | 112,055 | 107,095 | 128,400 | 152,100 | 242,400 |
| Cost of Issuance | 187,139 | 178,856 | 267,980 | 304,200 | 387,152 |
| Original Issue Discount | - | - | 33,395 | - | - |
| First Year Annual Collection Costs | 15,339 | 14,661 | 30,000 | 30,000 | 30,000 |
| | $ 667,634 | $ 638,086 | $ 755,805 | $ 1,390,507 | $ 1,493,996 |
| **Total Uses** | **$ 8,626,986** | **$ 10,448,125** | **$ 11,358,424** | **$ 15,296,390** | **$ 8,111,777** |

# EXHIBIT F-1 – IMPROVEMENT AREA #1 ASSESSMENT ROLL

| | | Improvement Area #1 | |
|---|---|---|---|
| Property ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 951773 | 1 | $ 13,557.59 | $ 938.13 |
| 951774 | 1 | $ 13,557.59 | $ 938.13 |
| 951775 | 1 | $ 13,557.59 | $ 938.13 |
| 951776 | 1 | $ 13,557.59 | $ 938.13 |
| 951891 | 1 | $ 13,557.59 | $ 938.13 |
| 951892 | 1 | $ 13,557.59 | $ 938.13 |
| 951893 | 1 | $ 13,557.59 | $ 938.13 |
| 951894 | 1 | $ 13,557.59 | $ 938.13 |
| 951895 | 1 | $ 13,557.59 | $ 938.13 |
| 951896 | 1 | $ 13,557.59 | $ 938.13 |
| 951897 | 1 | $ 13,557.59 | $ 938.13 |
| 951898 | 1 | $ 13,557.59 | $ 938.13 |
| 951899 | 1 | $ 13,557.59 | $ 938.13 |
| 951900 | 1 | $ 13,557.59 | $ 938.13 |
| 951901 | 1 | $ 13,557.59 | $ 938.13 |
| 951902 | 1 | $ 13,557.59 | $ 938.13 |
| 951903 | 1 | $ 13,557.59 | $ 938.13 |
| 951904 | 1 | $ 13,557.59 | $ 938.13 |
| 951905 | 1 | $ 13,557.59 | $ 938.13 |
| 951906 | 1 | $ 13,557.59 | $ 938.13 |
| 951907 | 1 | $ 13,557.59 | $ 938.13 |
| 951908 | 1 | $ 13,557.59 | $ 938.13 |
| 951909 | 1 | $ 13,557.59 | $ 938.13 |
| 951910 | 1 | $ 13,557.59 | $ 938.13 |
| 951911 | 1 | $ 13,557.59 | $ 938.13 |
| 951912 | 1 | $ 13,557.59 | $ 938.13 |
| 951913 | 1 | $ 13,557.59 | $ 938.13 |
| 951914 | 1 | $ 13,557.59 | $ 938.13 |
| 951915 | 1 | $ 13,557.59 | $ 938.13 |
| 951916 | 1 | $ 13,557.59 | $ 938.13 |
| 951917 | 1 | $ 13,557.59 | $ 938.13 |
| 951918 | 1 | $ 13,557.59 | $ 938.13 |
| 951919 | 1 | $ 13,557.59 | $ 938.13 |
| 951920 | 1 | $ 13,557.59 | $ 938.13 |
| 951921 | 1 | $ 13,557.59 | $ 938.13 |
| 951922 | 1 | $ 13,557.59 | $ 938.13 |
| 951923 | 1 | $ 13,557.59 | $ 938.13 |
| 951924 | 1 | $ 13,557.59 | $ 938.13 |
| 951925 | 1 | $ 13,557.59 | $ 938.13 |
| 951926 | 1 | $ 13,557.59 | $ 938.13 |

| | | Improvement Area #1 | |
|---|---|---|---|
| Property ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 951927 | 1 | $ 13,557.59 | $ 938.13 |
| 951928 | 1 | $ 13,557.59 | $ 938.13 |
| 951929 | 1 | $ 13,557.59 | $ 938.13 |
| 951930 | 1 | $ 13,557.59 | $ 938.13 |
| 951931 | 1 | $ 13,557.59 | $ 938.13 |
| 951932 | 1 | $ 13,557.59 | $ 938.13 |
| 951933 | 1 | $ 13,557.59 | $ 938.13 |
| 951934 | 1 | $ 13,557.59 | $ 938.13 |
| 951935 | 1 | $ 13,557.59 | $ 938.13 |
| 951936 | 1 | $ 13,557.59 | $ 938.13 |
| 951937 | 1 | $ 13,557.59 | $ 938.13 |
| 951938 | 1 | $ 13,557.59 | $ 938.13 |
| 951939 | 1 | $ 13,557.59 | $ 938.13 |
| 951940 | 1 | $ 13,557.59 | $ 938.13 |
| 951941 | 1 | $ 13,557.59 | $ 938.13 |
| 951942 | 1 | $ 13,557.59 | $ 938.13 |
| 951943 | 1 | $ 13,557.59 | $ 938.13 |
| 951944 | 1 | $ 13,557.59 | $ 938.13 |
| 951945 | 1 | $ 13,557.59 | $ 938.13 |
| 951946 | 1 | $ 13,557.59 | $ 938.13 |
| 951947 | 1 | $ 13,557.59 | $ 938.13 |
| 951948 | 1 | $ 13,557.59 | $ 938.13 |
| 951949 | 1 | $ 13,557.59 | $ 938.13 |
| 951950 | 1 | $ 13,557.59 | $ 938.13 |
| 951951 | 1 | $ 13,557.59 | $ 938.13 |
| 951952 | 1 | $ 13,557.59 | $ 938.13 |
| 951953 | 1 | $ 13,557.59 | $ 938.13 |
| 951954 | 1 | $ 13,557.59 | $ 938.13 |
| 951955 | 1 | $ 13,557.59 | $ 938.13 |
| 951956 | 1 | $ 13,557.59 | $ 938.13 |
| 951957 | 1 | $ 13,557.59 | $ 938.13 |
| 951958 | 1 | $ 13,557.59 | $ 938.13 |
| 951960 | 1 | $ 13,557.59 | $ 938.13 |
| 951961 | 1 | $ 13,557.59 | $ 938.13 |
| 951962 | 1 | $ 13,557.59 | $ 938.13 |
| 951963 | 1 | $ 13,557.59 | $ 938.13 |
| 951964 | 1 | $ 13,557.59 | $ 938.13 |
| 951965 | 1 | $ 13,557.59 | $ 938.13 |
| 951966 | 1 | $ 13,557.59 | $ 938.13 |
| 951967 | 1 | $ 13,557.59 | $ 938.13 |

| | | Improvement Area #1 | |
|---|---|---|---|
| Property ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 951968 | 1 | $ 13,557.59 | $ 938.13 |
| 951969 | 1 | $ 13,557.59 | $ 938.13 |
| 951970 | 1 | $ 13,557.59 | $ 938.13 |
| 951971 | 1 | $ 13,557.59 | $ 938.13 |
| 951972 | 1 | $ 13,557.59 | $ 938.13 |
| 951973 | 1 | $ 13,557.59 | $ 938.13 |
| 951974 | 1 | $ 13,557.59 | $ 938.13 |
| 951975 | 1 | $ 13,557.59 | $ 938.13 |
| 951976 | 1 | $ 13,557.59 | $ 938.13 |
| 951977 | 1 | $ 13,557.59 | $ 938.13 |
| 951978 | 1 | $ 13,557.59 | $ 938.13 |
| 951979 | 1 | $ 13,557.59 | $ 938.13 |
| 951980 | 1 | $ 13,557.59 | $ 938.13 |
| 951981 | 1 | $ 13,557.59 | $ 938.13 |
| 951982 | 1 | $ 13,557.59 | $ 938.13 |
| 951983 | 1 | $ 13,557.59 | $ 938.13 |
| 951984 | 1 | $ 13,557.59 | $ 938.13 |
| 951985 | 1 | $ 13,557.59 | $ 938.13 |
| 951986 | 1 | $ 13,557.59 | $ 938.13 |
| 951987 | 1 | $ 13,557.59 | $ 938.13 |
| 951988 | 1 | $ 13,557.59 | $ 938.13 |
| 951989 | 1 | $ 13,557.59 | $ 938.13 |
| 951990 | 1 | $ 13,557.59 | $ 938.13 |
| 951991 | 1 | $ 13,557.59 | $ 938.13 |
| 951992 | 1 | $ 13,557.59 | $ 938.13 |
| 951993 | 1 | $ 13,557.59 | $ 938.13 |
| 951994 | 1 | $ 13,557.59 | $ 938.13 |
| 951995 | 1 | $ 13,557.59 | $ 938.13 |
| 951996 | 1 | $ 13,557.59 | $ 938.13 |
| 951997 | 1 | $ 13,557.59 | $ 938.13 |
| 951998 | 1 | $ 13,557.59 | $ 938.13 |
| 951999 | 1 | $ 13,557.59 | $ 938.13 |
| 952000 | Open Space | $ - | $ - |
| 952001 | Open Space | $ - | $ - |
| 952002 | Open Space | $ - | $ - |
| 952003 | Open Space | $ - | $ - |
| 952004 | 1 | $ 13,557.59 | $ 938.13 |
| 952005 | 1 | $ 13,557.59 | $ 938.13 |
| 952006 | 1 | $ 13,557.59 | $ 938.13 |
| 952007 | 1 | $ 13,557.59 | $ 938.13 |

| | | Improvement Area #1 | |
|---|---|---|---|
| Property ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 952008 | 1 | $ 13,557.59 | $ 938.13 |
| 952009 | 1 | $ 13,557.59 | $ 938.13 |
| 952010 | 1 | $ 13,557.59 | $ 938.13 |
| 952011 | 1 | $ 13,557.59 | $ 938.13 |
| 952012 | 1 | $ 13,557.59 | $ 938.13 |
| 952013 | 1 | $ 13,557.59 | $ 938.13 |
| 952014 | 1 | $ 13,557.59 | $ 938.13 |
| 952015 | 1 | $ 13,557.59 | $ 938.13 |
| 952016 | 1 | $ 13,557.59 | $ 938.13 |
| 952017 | 1 | $ 13,557.59 | $ 938.13 |
| 952018 | 1 | $ 13,557.59 | $ 938.13 |
| 952019 | 1 | $ 13,557.59 | $ 938.13 |
| 952020 | 1 | $ 13,557.59 | $ 938.13 |
| 952021 | 1 | $ 13,557.59 | $ 938.13 |
| 952022 | 1 | $ 13,557.59 | $ 938.13 |
| 952023 | 1 | $ 13,557.59 | $ 938.13 |
| 952024 | 1 | $ 13,557.59 | $ 938.13 |
| 952025 | 1 | $ 13,557.59 | $ 938.13 |
| 952026 | 1 | $ 13,557.59 | $ 938.13 |
| 952027 | 1 | $ 13,557.59 | $ 938.13 |
| 952028 | 1 | $ 13,557.59 | $ 938.13 |
| 952029 | 1 | $ 13,557.59 | $ 938.13 |
| 952030 | 1 | $ 13,557.59 | $ 938.13 |
| 952031 | 1 | $ 13,557.59 | $ 938.13 |
| 952032 | 1 | $ 13,557.59 | $ 938.13 |
| 952033 | 1 | $ 13,557.59 | $ 938.13 |
| 952034 | 1 | $ 13,557.59 | $ 938.13 |
| 952035 | 1 | $ 13,557.59 | $ 938.13 |
| 952036 | 1 | $ 13,557.59 | $ 938.13 |
| 952037 | 1 | $ 13,557.59 | $ 938.13 |
| 952038 | 1 | $ 13,557.59 | $ 938.13 |
| 952039 | 1 | $ 13,557.59 | $ 938.13 |
| 952040 | 1 | $ 13,557.59 | $ 938.13 |
| 952041 | 1 | $ 13,557.59 | $ 938.13 |
| 952042 | 1 | $ 13,557.59 | $ 938.13 |
| 952043 | 1 | $ 13,557.59 | $ 938.13 |
| 952044 | 1 | $ 13,557.59 | $ 938.13 |
| 952045 | 1 | $ 13,557.59 | $ 938.13 |
| 952046 | 1 | $ 13,557.59 | $ 938.13 |
| 952047 | 1 | $ 13,557.59 | $ 938.13 |

| | | Improvement Area #1 | |
|---|---|---|---|
| Property ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 952048 | 1 | $ 13,557.59 | $ 938.13 |
| 952051 | 1 | $ 13,557.59 | $ 938.13 |
| 952052 | 1 | $ 13,557.59 | $ 938.13 |
| 952053 | 1 | $ 13,557.59 | $ 938.13 |
| 952054 | 1 | $ 13,557.59 | $ 938.13 |
| 952055 | 1 | $ 13,557.59 | $ 938.13 |
| 952056 | 1 | $ 13,557.59 | $ 938.13 |
| 952057 | 1 | $ 13,557.59 | $ 938.13 |
| 952058 | 1 | $ 13,557.59 | $ 938.13 |
| 952059 | 1 | $ 13,557.59 | $ 938.13 |
| 952060 | 1 | $ 13,557.59 | $ 938.13 |
| 952061 | 1 | $ 13,557.59 | $ 938.13 |
| 952062 | 1 | $ 13,557.59 | $ 938.13 |
| 952063 | 1 | $ 13,557.59 | $ 938.13 |
| 952064 | 1 | $ 13,557.59 | $ 938.13 |
| 952065 | 1 | $ 13,557.59 | $ 938.13 |
| 952066 | 1 | $ 13,557.59 | $ 938.13 |
| 952067 | 1 | $ 13,557.59 | $ 938.13 |
| 952068 | 1 | $ 13,557.59 | $ 938.13 |
| 952069 | 1 | $ 13,557.59 | $ 938.13 |
| 952070 | 1 | $ 13,557.59 | $ 938.13 |
| 952071 | 1 | $ 13,557.59 | $ 938.13 |
| 952072 | 1 | $ 13,557.59 | $ 938.13 |
| 952073 | 1 | $ 13,557.59 | $ 938.13 |
| 952074 | 1 | $ 13,557.59 | $ 938.13 |
| 952075 | 1 | $ 13,557.59 | $ 938.13 |
| 952076 | 1 | $ 13,557.59 | $ 938.13 |
| 952077 | 1 | $ 13,557.59 | $ 938.13 |
| 952078 | 1 | $ 13,557.59 | $ 938.13 |
| 952079 | 1 | $ 13,557.59 | $ 938.13 |
| 952080 | Open Space | $ - | $ - |
| 953579 | 1 | $ 13,557.59 | $ 938.13 |
| 953580 | 1 | $ 13,557.59 | $ 938.13 |
| 953583 | 1 | $ 13,557.59 | $ 938.13 |
| 953584 | 1 | $ 13,557.59 | $ 938.13 |
| 953585 | 1 | $ 13,557.59 | $ 938.13 |
| 953586 | 1 | $ 13,557.59 | $ 938.13 |
| 953587 | 1 | $ 13,557.59 | $ 938.13 |
| 953588 | 1 | $ 13,557.59 | $ 938.13 |
| 953589 | 1 | $ 13,557.59 | $ 938.13 |

| | | Improvement Area #1 | |
|---|---|---|---|
| Property ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 953590 | 1 | $ 13,557.59 | $ 938.13 |
| 953591 | 1 | $ 13,557.59 | $ 938.13 |
| 953592 | 1 | $ 13,557.59 | $ 938.13 |
| 953593 | 1 | $ 13,557.59 | $ 938.13 |
| 953594 | 1 | $ 13,557.59 | $ 938.13 |
| 953595 | 1 | $ 13,557.59 | $ 938.13 |
| 953596 | 1 | $ 13,557.59 | $ 938.13 |
| 953597 | Open Space | $ - | $ - |
| 953598 | 1 | $ 13,557.59 | $ 938.13 |
| 953599 | 1 | $ 13,557.59 | $ 938.13 |
| 953600 | 1 | $ 13,557.59 | $ 938.13 |
| 953601 | 1 | $ 13,557.59 | $ 938.13 |
| 953602 | 1 | $ 13,557.59 | $ 938.13 |
| 953603 | 1 | $ 13,557.59 | $ 938.13 |
| 953604 | 1 | $ 13,557.59 | $ 938.13 |
| 953605 | 1 | $ 13,557.59 | $ 938.13 |
| 953606 | 1 | $ 13,557.59 | $ 938.13 |
| 953607 | 1 | $ 13,557.59 | $ 938.13 |
| 953608 | 1 | $ 13,557.59 | $ 938.13 |
| 953611 | 1 | $ 13,557.59 | $ 938.13 |
| 953612 | 1 | $ 13,557.59 | $ 938.13 |
| 953613 | Open Space | $ - | $ - |
| 953614 | 1 | $ 13,557.59 | $ 938.13 |
| 953615 | 1 | $ 13,557.59 | $ 938.13 |
| 953616 | 1 | $ 13,557.59 | $ 938.13 |
| 953617 | 1 | $ 13,557.59 | $ 938.13 |
| 953618 | 1 | $ 13,557.59 | $ 938.13 |
| 953619 | 1 | $ 13,557.59 | $ 938.13 |
| 953620 | 1 | $ 13,557.59 | $ 938.13 |
| 953621 | 1 | $ 13,557.59 | $ 938.13 |
| 953622 | 1 | $ 13,557.59 | $ 938.13 |
| 953623 | 1 | $ 13,557.59 | $ 938.13 |
| 953624 | 1 | $ 13,557.59 | $ 938.13 |
| 953626 | 1 | $ 13,557.59 | $ 938.13 |
| 953627 | 1 | $ 13,557.59 | $ 938.13 |
| 953628 | 1 | $ 13,557.59 | $ 938.13 |
| 953629 | 1 | $ 13,557.59 | $ 938.13 |
| 953630 | 1 | $ 13,557.59 | $ 938.13 |
| 953631 | 1 | $ 13,557.59 | $ 938.13 |
| 953632 | 1 | $ 13,557.59 | $ 938.13 |

| | | Improvement Area #1 | |
|---|---|---|---|
| Property ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 953633 | 1 | $ 13,557.59 | $ 938.13 |
| 953634 | 1 | $ 13,557.59 | $ 938.13 |
| 953635 | 1 | $ 13,557.59 | $ 938.13 |
| 953636 | 1 | $ 13,557.59 | $ 938.13 |
| 953637 | 1 | $ 13,557.59 | $ 938.13 |
| 953638 | 1 | $ 13,557.59 | $ 938.13 |
| 953639 | 1 | $ 13,557.59 | $ 938.13 |
| 953640 | 1 | $ 13,557.59 | $ 938.13 |
| 953641 | 1 | $ 13,557.59 | $ 938.13 |
| 953642 | 1 | $ 13,557.59 | $ 938.13 |
| 953643 | 1 | $ 13,557.59 | $ 938.13 |
| 953644 | 1 | $ 13,557.59 | $ 938.13 |
| 953645 | 1 | $ 13,557.59 | $ 938.13 |
| 953648 | 1 | $ 13,557.59 | $ 938.13 |
| 953649 | 1 | $ 13,557.59 | $ 938.13 |
| 953650 | 1 | $ 13,557.59 | $ 938.13 |
| 953651 | 1 | $ 13,557.59 | $ 938.13 |
| 953653 | 1 | $ 13,557.59 | $ 938.13 |
| 953654 | 1 | $ 13,557.59 | $ 938.13 |
| 953655 | 1 | $ 13,557.59 | $ 938.13 |
| 953656 | 1 | $ 13,557.59 | $ 938.13 |
| 953657 | 1 | $ 13,557.59 | $ 938.13 |
| 953658 | 1 | $ 13,557.59 | $ 938.13 |
| 953659 | 1 | $ 13,557.59 | $ 938.13 |
| 953660 | 1 | $ 13,557.59 | $ 938.13 |
| 953661 | 1 | $ 13,557.59 | $ 938.13 |
| 953662 | 1 | $ 13,557.59 | $ 938.13 |
| 953663 | Prepaid | $ - | $ - |
| 964373 | Open Space | $ - | $ - |
| 964374 | 1 | $ 13,557.59 | $ 938.13 |
| 964375 | Open Space | $ - | $ - |
| 964376 | 1 | $ 13,557.59 | $ 938.13 |
| 964377 | 1 | $ 13,557.59 | $ 938.13 |
| 964378 | Open Space | $ - | $ - |
| **Total** | | **$ 3,565,647.30** | **$ 246,727.03** |

*Note: Totals may not sum due to rounding. Due to prepayments not yet redeemed the outstanding assessment may be less than outstanding Bonds for Improvement Area #1.*

# EXHIBIT F-2 – IMPROVEMENT AREA #1 ANNUAL INSTALLMENT SCHEDULE

| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs | Additional Interest [b] | Capitalized Interest | Total Annual Installment |
|---|---|---|---|---|---|---|
| 2025 | $ 81,810 | $ 130,667 | $ 17,227 | $ 17,896 | $ - | $ 247,600 |
| 2026 | 84,367 | 128,621 | 17,571 | 17,487 | - | 248,046 |
| 2027 | 86,924 | 126,512 | 17,923 | 17,065 | - | 248,423 |
| 2028 | 89,480 | 123,796 | 18,281 | 16,631 | - | 248,187 |
| 2029 | 92,037 | 120,999 | 18,647 | 16,183 | - | 247,866 |
| 2030 | 94,593 | 118,123 | 19,020 | 15,723 | - | 247,459 |
| 2031 | 97,150 | 115,167 | 19,400 | 15,250 | - | 246,967 |
| 2032 | 102,263 | 112,131 | 19,788 | 14,764 | - | 248,947 |
| 2033 | 104,820 | 108,552 | 20,184 | 14,253 | - | 247,808 |
| 2034 | 107,376 | 104,883 | 20,587 | 13,729 | - | 246,576 |
| 2035 | 112,489 | 101,125 | 20,999 | 13,192 | - | 247,806 |
| 2036 | 117,602 | 97,188 | 21,419 | 12,629 | - | 248,839 |
| 2037 | 120,159 | 93,072 | 21,848 | 12,041 | - | 247,120 |
| 2038 | 125,272 | 88,867 | 22,285 | 11,441 | - | 247,864 |
| 2039 | 130,385 | 84,482 | 22,730 | 10,814 | - | 248,412 |
| 2040 | 135,498 | 79,919 | 23,185 | 10,162 | - | 248,764 |
| 2041 | 140,612 | 75,176 | 23,649 | 9,485 | - | 248,921 |
| 2042 | 145,725 | 70,255 | 24,122 | 8,782 | - | 248,883 |
| 2043 | 150,838 | 64,426 | 24,604 | 8,053 | - | 247,921 |
| 2044 | 155,951 | 58,392 | 25,096 | 7,299 | - | 246,738 |
| 2045 | 163,621 | 52,154 | 25,598 | 6,519 | - | 247,892 |
| 2046 | 171,291 | 45,609 | 26,110 | 5,701 | - | 248,711 |
| 2047 | 178,960 | 38,758 | 26,632 | 4,845 | - | 249,195 |
| 2048 | 184,073 | 31,599 | 27,165 | 3,950 | - | 246,787 |
| 2049 | 194,300 | 24,236 | 27,708 | 3,030 | - | 249,274 |
| 2050 | 201,969 | 16,464 | 28,262 | 2,058 | - | 248,754 |
| 2051 | 209,639 | 8,386 | 28,827 | 1,048 | - | 247,900 |
| **Total** | **$ 3,579,205** | **$ 2,219,561** | **$ 608,866** | **$ 290,031** | **$ -** | **$ 6,697,662** |

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

# EXHIBIT G-1 – IMPROVEMENT AREA #2 ASSESSMENT ROLL

| | | Improvement Area #2 | |
|---|---|---|---|
| Property ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 958244 | 2 | $ 13,557.59 | $ 938.66 |
| 958246 | 2 | $ 13,557.59 | $ 938.66 |
| 958247 | 2 | $ 13,557.59 | $ 938.66 |
| 958248 | 2 | $ 13,557.59 | $ 938.66 |
| 958249 | 2 | $ 13,557.59 | $ 938.66 |
| 958250 | 2 | $ 13,557.59 | $ 938.66 |
| 958251 | 2 | $ 13,557.59 | $ 938.66 |
| 958252 | 2 | $ 13,557.59 | $ 938.66 |
| 958254 | 2 | $ 13,557.59 | $ 938.66 |
| 958255 | 2 | $ 13,557.59 | $ 938.66 |
| 958256 | 2 | $ 13,557.59 | $ 938.66 |
| 958257 | 2 | $ 13,557.59 | $ 938.66 |
| 958258 | Open Space | $ - | $ - |
| 958259 | 2 | $ 13,557.59 | $ 938.66 |
| 958260 | 2 | $ 13,557.59 | $ 938.66 |
| 958262 | 2 | $ 13,557.59 | $ 938.66 |
| 958263 | 2 | $ 13,557.59 | $ 938.66 |
| 958264 | 2 | $ 13,557.59 | $ 938.66 |
| 958265 | 2 | $ 13,557.59 | $ 938.66 |
| 958266 | 2 | $ 13,557.59 | $ 938.66 |
| 958267 | 2 | $ 13,557.59 | $ 938.66 |
| 958268 | 2 | $ 13,557.59 | $ 938.66 |
| 958269 | 2 | $ 13,557.59 | $ 938.66 |
| 958270 | 2 | $ 13,557.59 | $ 938.66 |
| 958271 | 2 | $ 13,557.59 | $ 938.66 |
| 958272 | 2 | $ 13,557.59 | $ 938.66 |
| 958273 | 2 | $ 13,557.59 | $ 938.66 |
| 958274 | 2 | $ 13,557.59 | $ 938.66 |
| 958275 | 2 | $ 13,557.59 | $ 938.66 |
| 958276 | 2 | $ 13,557.59 | $ 938.66 |
| 958277 | 2 | $ 13,557.59 | $ 938.66 |
| 958278 | 2 | $ 13,557.59 | $ 938.66 |
| 958279 | 2 | $ 13,557.59 | $ 938.66 |
| 958280 | 2 | $ 13,557.59 | $ 938.66 |
| 958282 | 2 | $ 13,557.59 | $ 938.66 |
| 958283 | 2 - Prepaid | $ - | $ - |
| 958284 | 2 | $ 13,557.59 | $ 938.66 |
| 958285 | 2 | $ 13,557.59 | $ 938.66 |
| 958286 | 2 | $ 13,557.59 | $ 938.66 |
| 958287 | 2 | $ 13,557.59 | $ 938.66 |

| | | Improvement Area #2 | |
|---|---|---|---|
| Property ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 958288 | 2 | $ 13,557.59 | $ 938.66 |
| 958289 | 2 | $ 13,557.59 | $ 938.66 |
| 958290 | 2 | $ 13,557.59 | $ 938.66 |
| 958291 | 2 | $ 13,557.59 | $ 938.66 |
| 958292 | 2 | $ 13,557.59 | $ 938.66 |
| 958293 | 2 | $ 13,557.59 | $ 938.66 |
| 958294 | 2 | $ 13,557.59 | $ 938.66 |
| 958295 | 2 | $ 13,557.59 | $ 938.66 |
| 958296 | 2 | $ 13,557.59 | $ 938.66 |
| 958297 | 2 | $ 13,557.59 | $ 938.66 |
| 958298 | 2 | $ 13,557.59 | $ 938.66 |
| 958299 | 2 | $ 13,557.59 | $ 938.66 |
| 958300 | 2 | $ 13,557.59 | $ 938.66 |
| 958301 | 2 | $ 13,557.59 | $ 938.66 |
| 958302 | 2 | $ 13,557.59 | $ 938.66 |
| 958303 | 2 | $ 13,557.59 | $ 938.66 |
| 958304 | 2 | $ 13,557.59 | $ 938.66 |
| 958305 | 2 | $ 13,557.59 | $ 938.66 |
| 958306 | 2 | $ 13,557.59 | $ 938.66 |
| 958307 | 2 | $ 13,557.59 | $ 938.66 |
| 958309 | 2 | $ 13,557.59 | $ 938.66 |
| 958310 | 2 | $ 13,557.59 | $ 938.66 |
| 958311 | 2 | $ 13,557.59 | $ 938.66 |
| 958312 | 2 | $ 13,557.59 | $ 938.66 |
| 958313 | 2 | $ 13,557.59 | $ 938.66 |
| 958314 | 2 | $ 13,557.59 | $ 938.66 |
| 958315 | 2 | $ 13,557.59 | $ 938.66 |
| 958316 | 2 | $ 13,557.59 | $ 938.66 |
| 958317 | 2 | $ 13,557.59 | $ 938.66 |
| 958319 | 2 | $ 13,557.59 | $ 938.66 |
| 958320 | 2 | $ 13,557.59 | $ 938.66 |
| 958321 | 2 | $ 13,557.59 | $ 938.66 |
| 958323 | Open Space | $ - | $ - |
| 958324 | 2 | $ 13,557.59 | $ 938.66 |
| 958334 | 2 | $ 13,557.59 | $ 938.66 |
| 958335 | 2 | $ 13,557.59 | $ 938.66 |
| 958336 | 2 | $ 13,557.59 | $ 938.66 |
| 958337 | 2 | $ 13,557.59 | $ 938.66 |
| 958338 | 2 | $ 13,557.59 | $ 938.66 |
| 958339 | 2 | $ 13,557.59 | $ 938.66 |

| | | Improvement Area #2 | |
|---|---|---|---|
| Property ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 958340 | 2 | $ 13,557.59 | $ 938.66 |
| 958341 | 2 | $ 13,557.59 | $ 938.66 |
| 958343 | Open Space | $ - | $ - |
| 958344 | 2 | $ 13,557.59 | $ 938.66 |
| 958345 | 2 | $ 13,557.59 | $ 938.66 |
| 958357 | Open Space | $ - | $ - |
| 958358 | 2 | $ 13,557.59 | $ 938.66 |
| 958359 | 2 | $ 13,557.59 | $ 938.66 |
| 958360 | 2 | $ 13,557.59 | $ 938.66 |
| 958361 | 2 - Prepaid | $ - | $ - |
| 958363 | 2 | $ 13,557.59 | $ 938.66 |
| 958364 | 2 | $ 13,557.59 | $ 938.66 |
| 958365 | 2 | $ 13,557.59 | $ 938.66 |
| 958366 | 2 | $ 13,557.59 | $ 938.66 |
| 958367 | 2 | $ 13,557.59 | $ 938.66 |
| 958368 | 2 | $ 13,557.59 | $ 938.66 |
| 958369 | 2 | $ 13,557.59 | $ 938.66 |
| 958370 | Open Space | $ - | $ - |
| 958375 | 2 | $ 13,557.59 | $ 938.66 |
| 958376 | 2 | $ 13,557.59 | $ 938.66 |
| 958377 | 2 | $ 13,557.59 | $ 938.66 |
| 958378 | 2 | $ 13,557.59 | $ 938.66 |
| 958379 | 2 | $ 13,557.59 | $ 938.66 |
| 958380 | 2 | $ 13,557.59 | $ 938.66 |
| 958381 | 2 | $ 13,557.59 | $ 938.66 |
| 958382 | 2 | $ 13,557.59 | $ 938.66 |
| 958383 | 2 | $ 13,557.59 | $ 938.66 |
| 958384 | 2 | $ 13,557.59 | $ 938.66 |
| 958385 | 2 | $ 13,557.59 | $ 938.66 |
| 958386 | 2 | $ 13,557.59 | $ 938.66 |
| 958387 | 2 | $ 13,557.59 | $ 938.66 |
| 958388 | 2 | $ 13,557.59 | $ 938.66 |
| 958389 | 2 | $ 13,557.59 | $ 938.66 |
| 958390 | 2 | $ 13,557.59 | $ 938.66 |
| 958391 | 2 - Prepaid | $ - | $ - |
| 958392 | 2 | $ 13,557.59 | $ 938.66 |
| 958393 | 2 | $ 13,557.59 | $ 938.66 |
| 958394 | 2 | $ 13,557.59 | $ 938.66 |
| 958395 | 2 | $ 13,557.59 | $ 938.66 |
| 958396 | 2 | $ 13,557.59 | $ 938.66 |

| | | Improvement Area #2 | |
|---|---|---|---|
| Property ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 958397 | 2 | $ 13,557.59 | $ 938.66 |
| 958398 | Open Space | $ - | $ - |
| 958402 | 3 | $ 13,795.45 | $ 955.13 |
| 958403 | 3 | $ 13,795.45 | $ 955.13 |
| 958404 | 3 | $ 13,795.45 | $ 955.13 |
| 958405 | 3 | $ 13,795.45 | $ 955.13 |
| 958407 | 2 | $ 13,557.59 | $ 938.66 |
| 958408 | 2 | $ 13,557.59 | $ 938.66 |
| 958409 | 2 | $ 13,557.59 | $ 938.66 |
| 958410 | 2 | $ 13,557.59 | $ 938.66 |
| 958411 | 2 | $ 13,557.59 | $ 938.66 |
| 958412 | Open Space | $ - | $ - |
| 958413 | 3 | $ 13,795.45 | $ 955.13 |
| 958414 | 3 | $ 13,795.45 | $ 955.13 |
| 958415 | 3 | $ 13,795.45 | $ 955.13 |
| 958416 | 3 | $ 13,795.45 | $ 955.13 |
| 958463 | 2 | $ 13,557.59 | $ 938.66 |
| 958464 | 2 | $ 13,557.59 | $ 938.66 |
| 958465 | 2 | $ 13,557.59 | $ 938.66 |
| 958466 | 2 | $ 13,557.59 | $ 938.66 |
| 958467 | 2 | $ 13,557.59 | $ 938.66 |
| 958468 | 2 | $ 13,557.59 | $ 938.66 |
| 958469 | 2 | $ 13,557.59 | $ 938.66 |
| 958470 | 2 | $ 13,557.59 | $ 938.66 |
| 958471 | 2 | $ 13,557.59 | $ 938.66 |
| 958472 | 2 | $ 13,557.59 | $ 938.66 |
| 958475 | 3 | $ 13,795.45 | $ 955.13 |
| 958476 | 3 | $ 13,795.45 | $ 955.13 |
| 958477 | 3 | $ 13,795.45 | $ 955.13 |
| 958478 | 3 | $ 13,795.45 | $ 955.13 |
| 958479 | 3 | $ 13,795.45 | $ 955.13 |
| 958480 | 3 | $ 13,795.45 | $ 955.13 |
| 958481 | 3 | $ 13,795.45 | $ 955.13 |
| 958482 | 3 | $ 13,795.45 | $ 955.13 |
| 958483 | 3 | $ 13,795.45 | $ 955.13 |
| 958484 | 2 | $ 13,557.59 | $ 938.66 |
| 958485 | 2 | $ 13,557.59 | $ 938.66 |
| 958486 | 2 | $ 13,557.59 | $ 938.66 |

| | | Improvement Area #2 | |
|---|---|---|---|
| Property ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 958487 | 2 | $ 13,557.59 | $ 938.66 |
| 958488 | 2 | $ 13,557.59 | $ 938.66 |
| 958489 | 2 | $ 13,557.59 | $ 938.66 |
| 958490 | 2 | $ 13,557.59 | $ 938.66 |
| 958491 | 2 | $ 13,557.59 | $ 938.66 |
| 958492 | 3 | $ 13,795.45 | $ 955.13 |
| 958493 | 3 | $ 13,795.45 | $ 955.13 |
| 958494 | 3 | $ 13,795.45 | $ 955.13 |
| 958495 | 3 | $ 13,795.45 | $ 955.13 |
| 958496 | 3 | $ 13,795.45 | $ 955.13 |
| 958497 | 2 | $ 13,557.59 | $ 938.66 |
| 958498 | 2 | $ 13,557.59 | $ 938.66 |
| 958499 | 2 | $ 13,557.59 | $ 938.66 |
| 958500 | 2 | $ 13,557.59 | $ 938.66 |
| 958501 | 2 | $ 13,557.59 | $ 938.66 |
| 958761 | 2 | $ 13,557.59 | $ 938.66 |
| 958762 | 2 | $ 13,557.59 | $ 938.66 |
| 958763 | 2 | $ 13,557.59 | $ 938.66 |
| 958764 | 2 | $ 13,557.59 | $ 938.66 |
| 958765 | 2 | $ 13,557.59 | $ 938.66 |
| 958766 | 2 | $ 13,557.59 | $ 938.66 |
| 958767 | 2 | $ 13,557.59 | $ 938.66 |
| 958768 | 2 | $ 13,557.59 | $ 938.66 |
| 958769 | Open Space | $ - | $ - |
| 958770 | 2 | $ 13,557.59 | $ 938.66 |
| 958771 | 2 | $ 13,557.59 | $ 938.66 |
| 958772 | 3 | $ 13,795.45 | $ 955.13 |
| 958773 | 3 | $ 13,795.45 | $ 955.13 |
| 958774 | Open Space | $ - | $ - |
| 958775 | 3 | $ 13,795.45 | $ 955.13 |
| 958776 | 3 | $ 13,795.45 | $ 955.13 |
| 958777 | 3 | $ 13,795.45 | $ 955.13 |
| 958778 | 3 | $ 13,795.45 | $ 955.13 |
| 958779 | 3 | $ 13,795.45 | $ 955.13 |
| 958780 | 3 | $ 13,795.45 | $ 955.13 |
| 958781 | Open Space | $ - | $ - |
| 958782 | 3 | $ 13,795.45 | $ 955.13 |
| 958783 | 3 | $ 13,795.45 | $ 955.13 |
| 958784 | 3 | $ 13,795.45 | $ 955.13 |
| 958785 | 3 | $ 13,795.45 | $ 955.13 |

| | | Improvement Area #2 | |
|---|---|---|---|
| Property ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 958786 | 3 | $ 13,795.45 | $ 955.13 |
| 958787 | 3 | $ 13,795.45 | $ 955.13 |
| 958788 | 3 | $ 13,795.45 | $ 955.13 |
| 958789 | 3 | $ 13,795.45 | $ 955.13 |
| 958790 | 3 | $ 13,795.45 | $ 955.13 |
| 958791 | 3 | $ 13,795.45 | $ 955.13 |
| 958792 | 3 | $ 13,795.45 | $ 955.13 |
| 958793 | 3 | $ 13,795.45 | $ 955.13 |
| 958794 | 2 | $ 13,557.59 | $ 938.66 |
| 958795 | 2 | $ 13,557.59 | $ 938.66 |
| 958796 | 2 | $ 13,557.59 | $ 938.66 |
| 958797 | 2 | $ 13,557.59 | $ 938.66 |
| 958798 | 2 | $ 13,557.59 | $ 938.66 |
| 958799 | 3 | $ 13,795.45 | $ 955.13 |
| 958800 | 3 | $ 13,795.45 | $ 955.13 |
| 958801 | 3 | $ 13,795.45 | $ 955.13 |
| 958802 | 2 | $ 13,557.59 | $ 938.66 |
| 958803 | 2 | $ 13,557.59 | $ 938.66 |
| 958804 | 2 | $ 13,557.59 | $ 938.66 |
| 958805 | 3 | $ 13,795.45 | $ 955.13 |
| 958806 | 3 | $ 13,795.45 | $ 955.13 |
| 958807 | 3 | $ 13,795.45 | $ 955.13 |
| 958808 | 3 | $ 13,795.45 | $ 955.13 |
| 958809 | 3 | $ 13,795.45 | $ 955.13 |
| 958810 | 3 | $ 13,795.45 | $ 955.13 |
| 958811 | 3 | $ 13,795.45 | $ 955.13 |
| 958812 | 3 | $ 13,795.45 | $ 955.13 |
| 958813 | 3 | $ 13,795.45 | $ 955.13 |
| 958814 | 3 | $ 13,795.45 | $ 955.13 |
| 958815 | 3 | $ 13,795.45 | $ 955.13 |
| 958816 | 3 | $ 13,795.45 | $ 955.13 |
| 958817 | 3 | $ 13,795.45 | $ 955.13 |
| 958818 | 3 | $ 13,795.45 | $ 955.13 |
| 958819 | 3 | $ 13,795.45 | $ 955.13 |
| 958820 | 3 | $ 13,795.45 | $ 955.13 |
| 958821 | 3 | $ 13,795.45 | $ 955.13 |
| 958822 | 3 | $ 13,795.45 | $ 955.13 |
| 958823 | 3 | $ 13,795.45 | $ 955.13 |
| 958824 | 3 | $ 13,795.45 | $ 955.13 |
| 958825 | 2 | $ 13,557.59 | $ 938.66 |

| | | Improvement Area #2 | |
|---|---|---|---|
| Property ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 958826 | 2 | $ 13,557.59 | $ 938.66 |
| 958827 | 2 | $ 13,557.59 | $ 938.66 |
| 958828 | 2 | $ 13,557.59 | $ 938.66 |
| 958829 | 2 | $ 13,557.59 | $ 938.66 |
| 958830 | 3 | $ 13,795.45 | $ 955.13 |
| 958831 | 3 | $ 13,795.45 | $ 955.13 |
| 958832 | 3 | $ 13,795.45 | $ 955.13 |
| 958833 | 3 | $ 13,795.45 | $ 955.13 |
| 958834 | 3 | $ 13,795.45 | $ 955.13 |
| 958835 | 3 | $ 13,795.45 | $ 955.13 |
| 958836 | 3 | $ 13,795.45 | $ 955.13 |
| 958837 | 3 | $ 13,795.45 | $ 955.13 |
| 958838 | 3 | $ 13,795.45 | $ 955.13 |
| 958839 | Open Space | $ - | $ - |
| 958840 | 3 | $ 13,795.45 | $ 955.13 |
| 964363 | 2 | $ 13,557.59 | $ 938.66 |
| 964364 | 2 | $ 13,557.59 | $ 938.66 |
| 964365 | 2 | $ 13,557.59 | $ 938.66 |
| 964366 | 2 | $ 13,557.59 | $ 938.66 |
| 964367 | 2 | $ 13,557.59 | $ 938.66 |
| 964368 | 2 | $ 13,557.59 | $ 938.66 |
| 964369 | 2 | $ 13,557.59 | $ 938.66 |
| 964370 | 2 | $ 13,557.59 | $ 938.66 |
| 964371 | 2 | $ 13,557.59 | $ 938.66 |
| **Total** | | **$ 3,380,122.32** | **$ 234,023.43** |

*Note: Totals may not sum due to rounding. Due to prepayments not yet redeemed the outstanding assessment may be less than outstanding Bonds for Improvement Area #2.*

# EXHIBIT G-2 – IMPROVEMENT AREA #2 ANNUAL INSTALLMENT SCHEDULE

| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs | Additional Interest [b] | Capitalized Interest | Total Annual Installment |
|---|---|---|---|---|---|---|
| 2025 | $ 78,190 | $ 124,883 | $ 16,464 | $ 17,104 | $ - | $ 236,641 |
| 2026 | 80,633 | 122,929 | 16,794 | 16,713 | - | 237,068 |
| 2027 | 83,076 | 120,913 | 17,129 | 16,310 | - | 237,429 |
| 2028 | 85,520 | 118,317 | 17,472 | 15,894 | - | 237,203 |
| 2029 | 87,963 | 115,644 | 17,821 | 15,467 | - | 236,896 |
| 2030 | 90,407 | 112,895 | 18,178 | 15,027 | - | 236,507 |
| 2031 | 92,850 | 110,070 | 18,541 | 14,575 | - | 236,037 |
| 2032 | 97,737 | 107,169 | 18,912 | 14,111 | - | 237,929 |
| 2033 | 100,180 | 103,748 | 19,291 | 13,622 | - | 236,841 |
| 2034 | 102,624 | 100,242 | 19,676 | 13,121 | - | 235,663 |
| 2035 | 107,511 | 96,650 | 20,070 | 12,608 | - | 236,838 |
| 2036 | 112,398 | 92,887 | 20,471 | 12,071 | - | 237,826 |
| 2037 | 114,841 | 88,953 | 20,881 | 11,509 | - | 236,183 |
| 2038 | 119,728 | 84,933 | 21,298 | 10,934 | - | 236,894 |
| 2039 | 124,615 | 80,743 | 21,724 | 10,336 | - | 237,418 |
| 2040 | 129,502 | 76,381 | 22,159 | 9,713 | - | 237,754 |
| 2041 | 134,388 | 71,849 | 22,602 | 9,065 | - | 237,904 |
| 2042 | 139,275 | 67,145 | 23,054 | 8,393 | - | 237,868 |
| 2043 | 144,162 | 61,574 | 23,515 | 7,697 | - | 236,948 |
| 2044 | 149,049 | 55,808 | 23,985 | 6,976 | - | 235,818 |
| 2045 | 156,379 | 49,846 | 24,465 | 6,231 | - | 236,921 |
| 2046 | 163,709 | 43,591 | 24,954 | 5,449 | - | 237,703 |
| 2047 | 171,040 | 37,042 | 25,453 | 4,630 | - | 238,166 |
| 2048 | 175,927 | 30,201 | 25,962 | 3,775 | - | 235,865 |
| 2049 | 185,700 | 23,164 | 26,482 | 2,895 | - | 238,241 |
| 2050 | 193,031 | 15,736 | 27,011 | 1,967 | - | 237,745 |
| 2051 | 200,361 | 8,014 | 27,552 | 1,002 | - | 236,929 |
| **Total** | **$ 3,420,795** | **$ 2,121,327** | **$ 581,918** | **$ 277,194** | **$ -** | **$ 6,401,234** |

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

# EXHIBIT H-1 – IMPROVEMENT AREA #3 ASSESSMENT ROLL

| | | Improvement Area #3 | |
|---|---|---|---|
| Parcel ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 958418 | Condo Parcel | $ 861,981.44 | $ 68,351.86 |
| 958419 | Non-Benefited | $ - | $ - |
| 966229 | Non-Benefited | $ - | $ - |
| 965955 | Non-Benefited | $ - | $ - |
| 966065 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 965943 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965944 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965945 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965946 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965947 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965948 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965949 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965950 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965951 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965952 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965953 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965954 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965956 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965957 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965958 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965959 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965960 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965961 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965962 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965963 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965964 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 965965 | Non-Benefited | $ - | $ - |
| 965966 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965967 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965968 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965969 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965970 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965971 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965972 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965973 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965974 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965975 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965976 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965977 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965978 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |

| | | Improvement Area #3 | |
|---|---|---|---|
| Parcel ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 965979 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965980 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965981 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 965983 | Non-Benefited | $ - | $ - |
| 965984 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 965985 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 965986 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 965987 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 965988 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 965989 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 965990 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 965991 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 965992 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 965993 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 965994 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 965995 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 965996 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 965997 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 965998 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 965999 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966000 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966001 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966002 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966003 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966004 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966005 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966006 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966007 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966008 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966009 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966010 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966011 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966012 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966013 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966014 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966015 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966016 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966017 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966018 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966019 | Lot Type 4 | $ 11,205.76 | $ 888.57 |

| | | Improvement Area #3 | |
|---|---|---|---|
| Parcel ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 966020 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966021 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966022 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966023 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966024 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966025 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966026 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966027 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966028 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966029 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966030 | Non-Benefited | $ - | $ - |
| 966031 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966032 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966033 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966034 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966035 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966036 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966037 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966038 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966039 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966040 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966041 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966042 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966043 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966044 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966045 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966046 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966047 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966048 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966049 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966050 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966051 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966052 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966053 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966054 | Non-Benefited | $ - | $ - |
| 966055 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966056 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966057 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966058 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966059 | Lot Type 4 | $ 11,205.76 | $ 888.57 |

| | | Improvement Area #3 | |
|---|---|---|---|
| Parcel ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 966060 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966061 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966062 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966063 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966064 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966066 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966067 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966069 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966070 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966071 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966072 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966073 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966074 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966075 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966076 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966077 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966078 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966079 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966080 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966081 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966082 | Non-Benefited | $ - | $ - |
| 966083 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966084 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966085 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966086 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966087 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966088 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966089 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966090 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966091 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966092 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966093 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966094 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966095 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966124 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966125 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966126 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966127 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966128 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966129 | Lot Type 4 | $ 11,205.76 | $ 888.57 |

| | | Improvement Area #3 | |
|---|---|---|---|
| Parcel ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 966130 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966131 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966132 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966133 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966134 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966135 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966136 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966137 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966138 | Non-Benefited | $ - | $ - |
| 966139 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966140 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966141 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966142 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966143 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966144 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966145 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966146 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966147 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966148 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966149 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966150 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966151 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966152 | Non-Benefited | $ - | $ - |
| 966153 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966154 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966155 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966156 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966157 | Non-Benefited | $ - | $ - |
| 966158 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966159 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966160 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966161 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966162 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966163 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966164 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966165 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966166 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966167 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966168 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966169 | Lot Type 4 | $ 11,205.76 | $ 888.57 |

| | | Improvement Area #3 | |
|---|---|---|---|
| Parcel ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 966170 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966171 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966172 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966173 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966174 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966175 | Non-Benefited | $ - | $ - |
| 966176 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966177 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966178 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966179 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966180 | Non-Benefited | $ - | $ - |
| 966181 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966182 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966183 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966184 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966185 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966186 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966187 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966188 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966189 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966190 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966191 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966192 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966193 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966194 | Non-Benefited | $ - | $ - |
| 966196 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966197 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966198 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966199 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966200 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966201 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966202 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966203 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966204 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966205 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966206 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966207 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966208 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966209 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966210 | Lot Type 4 | $ 11,205.76 | $ 888.57 |

| | | Improvement Area #3 | |
|---|---|---|---|
| Parcel ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 966211 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966212 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966213 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966214 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966215 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966216 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966217 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966218 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966219 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966220 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966221 | Non-Benefited | $ - | $ - |
| 966222 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966223 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966224 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966225 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966226 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966227 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966228 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966230 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966231 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966232 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966233 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966234 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966235 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966236 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966237 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966238 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966239 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966240 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966241 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966242 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966243 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966244 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966245 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966246 | Lot Type 6 | $ 13,446.91 | $ 1,066.29 |
| 966247 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966098 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966099 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966100 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966101 | Lot Type 4 | $ 11,205.76 | $ 888.57 |

| | | Improvement Area #3 | |
|---|---|---|---|
| Parcel ID | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 966102 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966103 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966104 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966105 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966106 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966107 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966108 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966109 | Lot Type 5 | $ 12,326.33 | $ 977.43 |
| 966110 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966111 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966112 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966113 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966114 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966115 | Non-Benefited | $ - | $ - |
| 966116 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966117 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966118 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966119 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966120 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966121 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966122 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| 966123 | Lot Type 4 | $ 11,205.76 | $ 888.57 |
| **Total** | | **$ 4,245,000.00** | **$ 336,612.42** |

*Note: Totals may not sum due to rounding.*

# EXHIBIT H-2 – IMPROVEMENT AREA #3 BONDS ANNUAL INSTALLMENT SCHEDULE

| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs | Additional Interest [b] | Total Annual Installment |
|---|---|---|---|---|---|
| 2025 | $ 71,000 | $ 224,860 | $ 19,527 | $ 21,225 | $ 336,612 |
| 2026 | 72,000 | 221,665 | 19,918 | 20,870 | 334,453 |
| 2027 | 75,000 | 218,425 | 20,316 | 20,510 | 334,251 |
| 2028 | 79,000 | 215,050 | 20,723 | 20,135 | 334,908 |
| 2029 | 83,000 | 211,495 | 21,137 | 19,740 | 335,372 |
| 2030 | 85,000 | 207,760 | 21,560 | 19,325 | 333,645 |
| 2031 | 90,000 | 203,935 | 21,991 | 18,900 | 334,826 |
| 2032 | 94,000 | 199,210 | 22,431 | 18,450 | 334,091 |
| 2033 | 98,000 | 194,275 | 22,879 | 17,980 | 333,134 |
| 2034 | 103,000 | 189,130 | 23,337 | 17,490 | 332,957 |
| 2035 | 108,000 | 183,723 | 23,804 | 16,975 | 332,501 |
| 2036 | 113,000 | 178,053 | 24,280 | 16,435 | 331,767 |
| 2037 | 119,000 | 172,120 | 24,765 | 15,870 | 331,755 |
| 2038 | 126,000 | 165,873 | 25,261 | 15,275 | 332,408 |
| 2039 | 133,000 | 159,258 | 25,766 | 14,645 | 332,669 |
| 2040 | 139,000 | 152,275 | 26,281 | 13,980 | 331,536 |
| 2041 | 147,000 | 144,978 | 26,807 | 13,285 | 332,069 |
| 2042 | 154,000 | 137,260 | 27,343 | 12,550 | 331,153 |
| 2043 | 162,000 | 129,175 | 27,890 | 11,780 | 330,845 |
| 2044 | 170,000 | 120,670 | 28,448 | 10,970 | 330,088 |
| 2045 | 180,000 | 111,320 | 29,017 | 10,120 | 330,457 |
| 2046 | 191,000 | 101,420 | 29,597 | 9,220 | 331,237 |
| 2047 | 200,000 | 90,915 | 30,189 | 8,265 | 329,369 |
| 2048 | 211,000 | 79,915 | 30,793 | 7,265 | 328,973 |
| 2049 | 222,000 | 68,310 | 31,409 | 6,210 | 327,929 |
| 2050 | 235,000 | 56,100 | 32,037 | 5,100 | 328,237 |
| 2051 | 248,000 | 43,175 | 32,678 | 3,925 | 327,778 |
| 2052 | 261,000 | 29,535 | 33,331 | 2,685 | 326,551 |
| 2053 | 276,000 | 15,180 | 33,998 | 1,380 | 326,558 |
| **Total** | **$ 4,245,000** | **$ 4,225,058** | **$ 757,512** | **$ 390,560** | **$ 9,618,130** |

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

# EXHIBIT H-3 - IMPROVEMENT AREA #3 TOTAL ANNUAL INSTALLMENT SCHEDULE

| | Major Improvement Area Bonds | | | | Improvement Area #3 Bonds | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs | Additional Interest [c] | Principal | Interest [b] | Annual Collection Costs | Additional Interest [c] | Total Annual Installment |
| 2025 | $ 49,744 | $ 100,665 | $ 9,914 | $ 12,086 | $ 71,000 | $ 224,860 | $ 19,527 | $ 21,225 | $ 509,022 |
| 2026 | 52,853 | 99,111 | 10,112 | 11,837 | 72,000 | 221,665 | 19,918 | 20,870 | 508,366 |
| 2027 | 54,407 | 97,459 | 10,314 | 11,573 | 75,000 | 218,425 | 20,316 | 20,510 | 508,005 |
| 2028 | 55,962 | 95,419 | 10,521 | 11,301 | 79,000 | 215,050 | 20,723 | 20,135 | 508,110 |
| 2029 | 57,516 | 93,320 | 10,731 | 11,021 | 83,000 | 211,495 | 21,137 | 19,740 | 507,961 |
| 2030 | 60,625 | 91,163 | 10,946 | 10,734 | 85,000 | 207,760 | 21,560 | 19,325 | 507,113 |
| 2031 | 62,180 | 88,890 | 11,165 | 10,431 | 90,000 | 203,935 | 21,991 | 18,900 | 507,491 |
| 2032 | 65,289 | 86,558 | 11,388 | 10,120 | 94,000 | 199,210 | 22,431 | 18,450 | 507,446 |
| 2033 | 68,398 | 83,865 | 11,616 | 9,793 | 98,000 | 194,275 | 22,879 | 17,980 | 506,806 |
| 2034 | 71,507 | 81,044 | 11,848 | 9,451 | 103,000 | 189,130 | 23,337 | 17,490 | 506,807 |
| 2035 | 74,616 | 78,094 | 12,085 | 9,094 | 108,000 | 183,723 | 23,804 | 16,975 | 506,390 |
| 2036 | 77,725 | 75,016 | 12,327 | 8,721 | 113,000 | 178,053 | 24,280 | 16,435 | 505,556 |
| 2037 | 80,834 | 71,810 | 12,573 | 8,332 | 119,000 | 172,120 | 24,765 | 15,870 | 505,305 |
| 2038 | 83,943 | 68,476 | 12,825 | 7,928 | 126,000 | 165,873 | 25,261 | 15,275 | 505,579 |
| 2039 | 87,052 | 65,013 | 13,081 | 7,508 | 133,000 | 159,258 | 25,766 | 14,645 | 505,323 |
| 2040 | 91,715 | 61,422 | 13,343 | 7,073 | 139,000 | 152,275 | 26,281 | 13,980 | 505,089 |
| 2041 | 94,824 | 57,639 | 13,610 | 6,614 | 147,000 | 144,978 | 26,807 | 13,285 | 504,756 |
| 2042 | 99,488 | 53,727 | 13,882 | 6,140 | 154,000 | 137,260 | 27,343 | 12,550 | 504,390 |
| 2043 | 104,151 | 49,375 | 14,159 | 5,643 | 162,000 | 129,175 | 27,890 | 11,780 | 504,173 |
| 2044 | 108,815 | 44,818 | 14,443 | 5,122 | 170,000 | 120,670 | 28,448 | 10,970 | 503,285 |
| 2045 | 113,478 | 40,057 | 14,731 | 4,578 | 180,000 | 111,320 | 29,017 | 10,120 | 503,302 |
| 2046 | 118,142 | 35,093 | 15,026 | 4,011 | 191,000 | 101,420 | 29,597 | 9,220 | 503,508 |
| 2047 | 124,360 | 29,924 | 15,327 | 3,420 | 200,000 | 90,915 | 30,189 | 8,265 | 502,399 |
| 2048 | 130,578 | 24,483 | 15,633 | 2,798 | 211,000 | 79,915 | 30,793 | 7,265 | 502,465 |
| 2049 | 136,796 | 18,771 | 15,946 | 2,145 | 222,000 | 68,310 | 31,409 | 6,210 | 501,586 |
| 2050 | 143,014 | 12,786 | 16,265 | 1,461 | 235,000 | 56,100 | 32,037 | 5,100 | 501,762 |
| 2051 | 149,232 | 6,529 | 16,590 | 746 | 248,000 | 43,175 | 32,678 | 3,925 | 500,874 |
| 2052 | - | - | - | - | 261,000 | 29,535 | 33,331 | 2,685 | 326,551 |
| 2053 | - | - | - | - | 276,000 | 15,180 | 33,998 | 1,380 | 326,558 |
| **Total** | **$ 2,417,242** | **$ 1,710,527** | **$ 350,398** | **$ 199,683** | **$ 4,245,000** | **$ 4,225,058** | **$ 757,512** | **$ 390,560** | **$ 14,295,979** |

[a] Interest is calculated at the actual rate of the Major Improvement Area PID Bonds.
[b] Interest is calculated at the actual rate of the Improvement Area #3 PID Bonds.
[c] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

# EXHIBIT I-1 - IMPROVEMENT AREA #4 ASSESSMENT ROLL

| | | | Improvement Area #4 | |
|---|---|---|---|---|
| Parcel ID | Legal Description | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 248072 | Abs. 154, Sur. 52, AC Caldwell | Initial Parcel | $ 656,300.72 | $ - |
| 248122 | Abs. 456, Sur. 64, L Kimbro | Initial Parcel | $ 2,813,582.93 | $ - |
| 477399 | Lot 2, J F Nagle Estates | Initial Parcel | $ 969,335.19 | $ - |
| 704716 | Abs. 154, Sur. 52, AC Caldwell | Initial Parcel | $ 630,781.17 | $ - |
| **Total** | | | **$ 5,070,000.00** | **$ -** |

*Note: For billing purposes only, until a plat has been recorded within the Improvement Area #4 Initial Parcel, the Annual Installment will be billed to each Tax Parcel within the Improvement Area #4 Initial Parcel based on the acreage of the Tax Parcel as calculated by the Appraisal District. Totals may not sum due to rounding.*

# EXHIBIT I-2 - IMPROVEMENT AREA #4 BONDS ANNUAL INSTALLMENT SCHEDULE

| Installment Due 1/31 | Principal | Interest [a] | Capitalized Interest | Additional Interest [b] | Annual Collection Costs | Annual Installment |
|---|---|---|---|---|---|---|
| 2025 | $ - | $ 414,050 | $ (414,050) | $ - | $ - | $ - |
| 2026 | 59,000 | $ 310,538 | $ - | 25,350 | 31,212 | 426,100 |
| 2027 | 63,000 | $ 306,924 | $ - | 25,055 | 31,836 | 426,815 |
| 2028 | 67,000 | $ 303,065 | $ - | 24,740 | 32,473 | 427,278 |
| 2029 | 72,000 | $ 298,961 | $ - | 24,405 | 33,122 | 428,489 |
| 2030 | 75,000 | $ 294,551 | $ - | 24,045 | 33,785 | 427,381 |
| 2031 | 80,000 | $ 289,958 | $ - | 23,670 | 34,461 | 428,088 |
| 2032 | 84,000 | $ 285,058 | $ - | 23,270 | 35,150 | 427,477 |
| 2033 | 88,000 | $ 279,913 | $ - | 22,850 | 35,853 | 426,615 |
| 2034 | 93,000 | $ 274,523 | $ - | 22,410 | 36,570 | 426,502 |
| 2035 | 98,000 | $ 268,826 | $ - | 21,945 | 37,301 | 426,072 |
| 2036 | 104,000 | $ 262,824 | $ - | 21,455 | 38,047 | 426,326 |
| 2037 | 111,000 | $ 256,454 | $ - | 20,935 | 38,808 | 427,197 |
| 2038 | 118,000 | $ 249,655 | $ - | 20,380 | 39,584 | 427,619 |
| 2039 | 125,000 | $ 242,428 | $ - | 19,790 | 40,376 | 427,594 |
| 2040 | 132,000 | $ 234,771 | $ - | 19,165 | 41,184 | 427,120 |
| 2041 | 141,000 | $ 226,686 | $ - | 18,505 | 42,007 | 428,198 |
| 2042 | 149,000 | $ 218,050 | $ - | 17,800 | 42,847 | 427,697 |
| 2043 | 158,000 | $ 208,924 | $ - | 17,055 | 43,704 | 427,683 |
| 2044 | 167,000 | $ 199,246 | $ - | 16,265 | 44,578 | 427,090 |
| 2045 | 178,000 | $ 189,018 | $ - | 15,430 | 45,470 | 427,917 |
| 2046 | 189,000 | $ 178,115 | $ - | 14,540 | 46,379 | 428,034 |
| 2047 | 200,000 | $ 166,539 | $ - | 13,595 | 47,307 | 427,441 |
| 2048 | 212,000 | $ 154,289 | $ - | 12,595 | 48,253 | 427,137 |
| 2049 | 225,000 | $ 141,304 | $ - | 11,535 | 49,218 | 427,057 |
| 2050 | 239,000 | $ 127,523 | $ - | 10,410 | 50,203 | 427,135 |
| 2051 | 254,000 | $ 112,884 | $ - | 9,215 | 51,207 | 427,305 |
| 2052 | 497,000 | $ 97,326 | $ - | 7,945 | 52,231 | 654,502 |
| 2053 | 529,000 | $ 66,885 | $ - | 5,460 | 53,275 | 654,620 |
| 2054 | 563,000 | $ 34,484 | $ - | 2,815 | 54,341 | 654,640 |
| **Total** | **$ 5,070,000** | **$ 6,693,768** | **$ (414,050)** | **$ 512,630** | **$ 1,210,783** | **$ 13,073,131** |

[a] Interest is calculated at a rate of 6.125% for illustrative purposes.

[b] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

# EXHIBIT I-3 - IMPROVEMENT AREA #4 TOTAL ANNUAL INSTALLMENT SCHEDULE

| | Major Improvement Area Bonds | | | | Improvement Area #4 Bonds | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs | Additional Interest [c] | Principal | Interest [b] | Additional Interest [c] | Annual Collection Costs | Total Annual Installment |
| 2025 | $ 64,587 | $ 130,704 | $ 12,872 | $ 15,693 | $ - | $ 414,050 | $ - | $ - | $ 637,906 |
| 2026 | 68,624 | 128,685 | 13,130 | 15,370 | 59,000 | 310,538 | 25,350 | 31,212 | 651,908 |
| 2027 | 70,642 | 126,541 | 13,392 | 15,027 | 63,000 | 306,924 | 25,055 | 31,836 | 652,417 |
| 2028 | 72,661 | 123,892 | 13,660 | 14,673 | 67,000 | 303,065 | 24,740 | 32,473 | 652,164 |
| 2029 | 74,679 | 121,167 | 13,933 | 14,310 | 72,000 | 298,961 | 24,405 | 33,122 | 652,578 |
| 2030 | 78,716 | 118,366 | 14,212 | 13,937 | 75,000 | 294,551 | 24,045 | 33,785 | 652,612 |
| 2031 | 80,734 | 115,415 | 14,496 | 13,543 | 80,000 | 289,958 | 23,670 | 34,461 | 652,276 |
| 2032 | 84,771 | 112,387 | 14,786 | 13,139 | 84,000 | 285,058 | 23,270 | 35,150 | 652,561 |
| 2033 | 88,808 | 108,890 | 15,082 | 12,716 | 88,000 | 279,913 | 22,850 | 35,853 | 652,110 |
| 2034 | 92,844 | 105,227 | 15,383 | 12,272 | 93,000 | 274,523 | 22,410 | 36,570 | 652,228 |
| 2035 | 96,881 | 101,397 | 15,691 | 11,807 | 98,000 | 268,826 | 21,945 | 37,301 | 651,849 |
| 2036 | 100,918 | 97,401 | 16,005 | 11,323 | 104,000 | 262,824 | 21,455 | 38,047 | 651,972 |
| 2037 | 104,954 | 93,238 | 16,325 | 10,818 | 111,000 | 256,454 | 20,935 | 38,808 | 652,532 |
| 2038 | 108,991 | 88,908 | 16,651 | 10,294 | 118,000 | 249,655 | 20,380 | 39,584 | 652,464 |
| 2039 | 113,028 | 84,413 | 16,984 | 9,749 | 125,000 | 242,428 | 19,790 | 40,376 | 651,767 |
| 2040 | 119,083 | 79,750 | 17,324 | 9,184 | 132,000 | 234,771 | 19,165 | 41,184 | 652,461 |
| 2041 | 123,120 | 74,838 | 17,671 | 8,588 | 141,000 | 226,686 | 18,505 | 42,007 | 652,415 |
| 2042 | 129,175 | 69,759 | 18,024 | 7,972 | 149,000 | 218,050 | 17,800 | 42,847 | 652,628 |
| 2043 | 135,230 | 64,108 | 18,385 | 7,327 | 158,000 | 208,924 | 17,055 | 43,704 | 652,732 |
| 2044 | 141,285 | 58,192 | 18,752 | 6,650 | 167,000 | 199,246 | 16,265 | 44,578 | 651,969 |
| 2045 | 147,340 | 52,010 | 19,127 | 5,944 | 178,000 | 189,018 | 15,430 | 45,470 | 652,339 |
| 2046 | 153,395 | 45,564 | 19,510 | 5,207 | 189,000 | 178,115 | 14,540 | 46,379 | 651,711 |
| 2047 | 161,468 | 38,853 | 19,900 | 4,440 | 200,000 | 166,539 | 13,595 | 47,307 | 652,103 |
| 2048 | 169,542 | 31,789 | 20,298 | 3,633 | 212,000 | 154,289 | 12,595 | 48,253 | 652,399 |
| 2049 | 177,615 | 24,372 | 20,704 | 2,785 | 225,000 | 141,304 | 11,535 | 49,218 | 652,533 |
| 2050 | 185,689 | 16,601 | 21,118 | 1,897 | 239,000 | 127,523 | 10,410 | 50,203 | 652,440 |
| 2051 | 193,762 | 8,477 | 21,540 | 969 | 254,000 | 112,884 | 9,215 | 51,207 | 652,054 |
| 2052 | - | - | - | - | 497,000 | 97,326 | 7,945 | 52,231 | 654,502 |
| 2053 | - | - | - | - | 529,000 | 66,885 | 5,460 | 53,275 | 654,620 |
| 2054 | | | | | 563,000 | 34,484 | 2,815 | 54,341 | 654,640 |
| **Total** | **$ 3,138,540** | **$ 2,220,944** | **$ 454,955** | **$ 259,268** | **$ 5,070,000** | **$ 6,693,768** | **$ 512,630** | **$ 1,210,783** | **$ 19,560,887** |

[a] Interest is calculated at the actual rate of the Major Improvement Area PID Bonds.
[b] Interest is calculated at a rate of 6.125% for illustrative purposes.
[c] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

# EXHIBIT J-1 - MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

| | | | | Major Improvement Area | |
|---|---|---|---|---|---|
| Parcel ID | Legal Description | Improvement Area | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 248072 | Abs. 154, Sur. 52, AC Caldwell | IA#4 | Initial Parcel | $ 410,658.73 | $ 29,290.14 |
| 248122 | Abs. 456, Sur. 64, L Kimbro | IA#4 | Initial Parcel | $ 1,760,507.59 | $ 125,567.80 |
| 477399 | Lot 2, J F Nagle Estates | IA#4 | Initial Parcel | $ 606,529.82 | $ 43,260.60 |
| 704716 | Abs. 154, Sur. 52, AC Caldwell | IA#4 | Initial Parcel | $ 394,690.71 | $ 28,151.22 |
| 958419 | Manor Heights PHS 2 Sec 1B Blk M Lot 1 | MIA | Initial Parcel | $ 62,424.84 | $ 4,452.44 |
| 236952 | Abs. 154, Sur. 52, AC Caldwell | MIA | Initial Parcel | $ 1,942,842.17 | $ 138,572.77 |
| 902644 | Abs. 154, Sur. 52, AC Caldwell | MIA | Initial Parcel | $ 180,104.04 | $ 12,845.88 |
| 958418 | Manor Heights PHS 2 Sec 1B Blk M Lot 2 | IA#3 | Condo Parcel | $ 490,840.48 | $ 35,009.08 |
| 966229 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 8 (DRAINAGE) | IA#3 | Non-Benefited | $ - | $ - |
| 965955 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 50 (PARKLAND) | IA#3 | Non-Benefited | $ - | $ - |
| 966065 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 27 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 965943 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 38 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965944 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 39 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965945 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 40 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965946 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 41 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965947 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 42 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965948 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 43 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965949 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 44 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965950 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 45 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965951 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 46 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965952 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 47 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965953 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 48 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965954 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 49 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965956 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 51 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965957 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 52 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965958 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 53 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965959 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 54 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965960 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 55 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965961 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 56 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965962 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 57 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965963 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 58 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965964 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 59 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 965965 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 60 (LANDSCAPE) | IA#3 | Non-Benefited | $ - | $ - |
| 965966 | MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 8 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965967 | MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 7 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965968 | MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 6 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965969 | MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 5 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965970 | MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 4 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965971 | MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 3 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965972 | MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 2 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965973 | MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 1 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965974 | MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 18 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965975 | MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 17 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965976 | MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 16 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965977 | MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 15 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965978 | MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 14 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965979 | MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 13 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965980 | MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 12 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965981 | MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 11 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 965983 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 46 (LANDSCAPE) | IA#3 | Non-Benefited | $ - | $ - |
| 965984 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 45 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 965985 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 44 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 965986 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 43 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 965987 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 42 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 965988 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 41 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 965989 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 40 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 965990 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 39 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 965991 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 38 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 965992 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 37 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |

| | | | | Major Improvement Area | |
|---|---|---|---|---|---|
| | | | | Outstanding | Annual Installment |
| Parcel ID | Legal Description | Improvement Area | Lot Type | Assessment | Due 1/31/2025 |
| 965993 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 36 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 965994 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 35 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 965995 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 34 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 965996 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 33 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 965997 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 32 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 965998 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 31 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 965999 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 30 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966000 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 29 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966001 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 28 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966002 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 27 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966003 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 26 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966004 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 25 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966005 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 24 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966006 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 23 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966007 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 22 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966008 | MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 21 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966009 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 22 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966010 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 21 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966011 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 20 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966012 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 19 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966013 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 18 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966014 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 17 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966015 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 16 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966016 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 15 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966017 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 14 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966018 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 13 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966019 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 12 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966020 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 11 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966021 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 10 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966022 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 9 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966023 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 8 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966024 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 7 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966025 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 6 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966026 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 5 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966027 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 4 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966028 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 3 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966029 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 2 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966030 | MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 1 (LANDSCAPE) | IA#3 | Non-Benefited | $ - | $ - |
| 966031 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 24 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966032 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 23 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966033 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 22 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966034 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 21 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966035 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 20 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966036 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 19 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966037 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 18 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966038 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 17 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966039 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 16 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966040 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 15 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966041 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 14 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966042 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 13 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966043 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 12 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966044 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 11 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966045 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 10 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966046 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 9 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966047 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 8 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966048 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 7 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966049 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 6 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966050 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 5 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966051 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 4 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966052 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 3 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |

| | | | | Major Improvement Area | |
|---|---|---|---|---|---|
| Parcel ID | Legal Description | Improvement Area | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 966053 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 2 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966054 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 1 (LANDSCAPE) | IA#3 | Non-Benefited | $ - | $ - |
| 966055 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 14 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966056 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 13 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966057 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 12 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966058 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 11 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966059 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 10 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966060 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 9 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966061 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 8 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966062 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 7 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966063 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 28 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966064 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 29 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966066 | MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 10 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966067 | MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 9 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966069 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 30 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966070 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 31 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966071 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 32 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966072 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 33 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966073 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 34 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966074 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 35 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966075 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 36 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966076 | MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 37 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966077 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 6 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966078 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 5 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966079 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 4 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966080 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 3 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966081 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 2 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966082 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 1 (LANDSCAPE) | IA#3 | Non-Benefited | $ - | $ - |
| 966083 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 26 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966084 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 25 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966085 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 24 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966086 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 23 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966087 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 22 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966088 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 21 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966089 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 20 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966090 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 19 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966091 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 18 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966092 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 17 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966093 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 16 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966094 | MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 15 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966095 | MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 25 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966124 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 20 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966125 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 19 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966126 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 12 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966127 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 11 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966128 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 10 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966129 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 9 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966130 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 8 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966131 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 7 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966132 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 6 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966133 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 5 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966134 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 4 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966135 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 3 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966136 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 2 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966137 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 1 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966138 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 1 (LANDSCAPE) | IA#3 | Non-Benefited | $ - | $ - |
| 966139 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 2 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966140 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 3 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966141 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 4 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966142 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 5 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |

| Parcel ID | Legal Description | Improvement Area | Lot Type | Major Improvement Area | |
|---|---|---|---|---|---|
| | | | | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 966143 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 6 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966144 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 7 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966145 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 8 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966146 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 9 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966147 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 10 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966148 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 11 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966149 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 12 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966150 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 13 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966151 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 14 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966152 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 15 (DRAINAGE) | IA#3 | Non-Benefited | $ - | $ - |
| 966153 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 16 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966154 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 17 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966155 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 18 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966156 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 19 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966157 | MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 20 (LANDSCAPE) | IA#3 | Non-Benefited | $ - | $ - |
| 966158 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 37 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966159 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 36 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966160 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 35 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966161 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 34 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966162 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 33 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966163 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 32 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966164 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 31 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966165 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 30 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966166 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 29 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966167 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 28 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966168 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 27 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966169 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 26 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966170 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 25 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966171 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 24 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966172 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 23 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966173 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 22 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966174 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 21 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966175 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 20 (LANDSCAPE) | IA#3 | Non-Benefited | $ - | $ - |
| 966176 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 19 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966177 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 18 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966178 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 17 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966179 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 16 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966180 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 15 (DRAINAGE) | IA#3 | Non-Benefited | $ - | $ - |
| 966181 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 14 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966182 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 13 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966183 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 12 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966184 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 11 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966185 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 10 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966186 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 9 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966187 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 8 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966188 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 7 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966189 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 6 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966190 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 5 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966191 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 4 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966192 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 3 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966193 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 2 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966194 | MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 1 (LANDSCAPE) | IA#3 | Non-Benefited | $ - | $ - |
| 966196 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 26 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966197 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 25 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966198 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 24 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966199 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 23 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966200 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 22 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966201 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 21 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966202 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 20 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966203 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 19 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |

| | | | | Major Improvement Area | |
|---|---|---|---|---|---|
| Parcel ID | Legal Description | Improvement Area | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 966204 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 18 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966205 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 17 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966206 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 16 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966207 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 15 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966208 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 14 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966209 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 13 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966210 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 12 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966211 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 11 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966212 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 10 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966213 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 9 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966214 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 8 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966215 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 7 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966216 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 6 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966217 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 5 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966218 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 4 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966219 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 3 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966220 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 2 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966221 | MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 1 (LANDSCAPE) | IA#3 | Non-Benefited | $ - | $ - |
| 966222 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 1 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966223 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 2 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966224 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 3 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966225 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 4 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966226 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 5 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966227 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 6 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966228 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 7 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966230 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 9 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966231 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 10 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966232 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 11 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966233 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 12 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966234 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 13 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966235 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 14 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966236 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 15 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966237 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 16 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966238 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 17 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966239 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 18 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966240 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 19 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966241 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 20 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966242 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 21 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966243 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 22 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966244 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 23 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966245 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 24 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966246 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 25 | IA#3 | Lot Type 6 | $ 7,657.11 | $ 546.14 |
| 966247 | MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 26 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966098 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 18 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966099 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 17 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966100 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 16 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966101 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 15 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966102 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 14 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966103 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 13 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966104 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 12 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966105 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 11 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966106 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 10 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966107 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 9 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966108 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 8 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966109 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 7 | IA#3 | Lot Type 5 | $ 7,019.02 | $ 500.63 |
| 966110 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 6 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966111 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 5 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966112 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 4 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966113 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 3 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |

| | | | | Major Improvement Area | |
|---|---|---|---|---|---|
| Parcel ID | Legal Description | Improvement Area | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2025 |
| 966114 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 2 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966115 | MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 1 (LANDSCAPE) | IA#3 | Non-Benefited | $ - | $ - |
| 966116 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 20 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966117 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 19 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966118 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 18 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966119 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 17 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966120 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 16 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966121 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 15 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966122 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 14 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| 966123 | MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 13 | IA#3 | Lot Type 4 | $ 6,380.93 | $ 455.12 |
| **Total** | | | | **$ 7,775,000.00** | **$ 554,550.09** |

*Note: For billing purposes only, until a plat has been recorded within the Major Improvement Area Initial Parcel, the Annual Installment will be billed to each Tax Parcel within the Major Improvement Area Initial Parcel based on the acreage of the Tax Parcel as calculated by the Appraisal District. Totals may not sum due to rounding.*

# EXHIBIT J-2 – MAJOR IMPROVEMENT AREA ANNUAL INSTALLMENT SCHEDULE

| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs | Additional Interest [b] | Capitalized Interest | Total Annual Installment |
|---|---|---|---|---|---|---|
| 2025 | $ 160,000 | $ 323,788 | $ 31,888 | $ 38,875 | $ - | $ 554,550 |
| 2026 | 170,000 | 318,788 | 32,525 | 38,075 | - | 559,388 |
| 2027 | 175,000 | 313,475 | 33,176 | 37,225 | - | 558,876 |
| 2028 | 180,000 | 306,913 | 33,839 | 36,350 | - | 557,102 |
| 2029 | 185,000 | 300,163 | 34,516 | 35,450 | - | 555,129 |
| 2030 | 195,000 | 293,225 | 35,206 | 34,525 | - | 557,956 |
| 2031 | 200,000 | 285,913 | 35,911 | 33,550 | - | 555,373 |
| 2032 | 210,000 | 278,413 | 36,629 | 32,550 | - | 557,591 |
| 2033 | 220,000 | 269,750 | 37,361 | 31,500 | - | 558,611 |
| 2034 | 230,000 | 260,675 | 38,109 | 30,400 | - | 559,184 |
| 2035 | 240,000 | 251,188 | 38,871 | 29,250 | - | 559,308 |
| 2036 | 250,000 | 241,288 | 39,648 | 28,050 | - | 558,986 |
| 2037 | 260,000 | 230,975 | 40,441 | 26,800 | - | 558,216 |
| 2038 | 270,000 | 220,250 | 41,250 | 25,500 | - | 557,000 |
| 2039 | 280,000 | 209,113 | 42,075 | 24,150 | - | 555,337 |
| 2040 | 295,000 | 197,563 | 42,916 | 22,750 | - | 558,229 |
| 2041 | 305,000 | 185,394 | 43,775 | 21,275 | - | 555,444 |
| 2042 | 320,000 | 172,813 | 44,650 | 19,750 | - | 557,213 |
| 2043 | 335,000 | 158,813 | 45,543 | 18,150 | - | 557,506 |
| 2044 | 350,000 | 144,156 | 46,454 | 16,475 | - | 557,085 |
| 2045 | 365,000 | 128,844 | 47,383 | 14,725 | - | 555,952 |
| 2046 | 380,000 | 112,875 | 48,331 | 12,900 | - | 554,106 |
| 2047 | 400,000 | 96,250 | 49,298 | 11,000 | - | 556,548 |
| 2048 | 420,000 | 78,750 | 50,284 | 9,000 | - | 558,034 |
| 2049 | 440,000 | 60,375 | 51,289 | 6,900 | - | 558,564 |
| 2050 | 460,000 | 41,125 | 52,315 | 4,700 | - | 558,140 |
| 2051 | 480,000 | 21,000 | 53,361 | 2,400 | - | 556,761 |
| **Total** | **$ 7,775,000** | **$ 5,501,869** | **$ 1,127,045** | **$ 642,275** | **$ -** | **$ 15,046,189** |

[a] Interest is calculated at the actual rate of the PID Bonds.

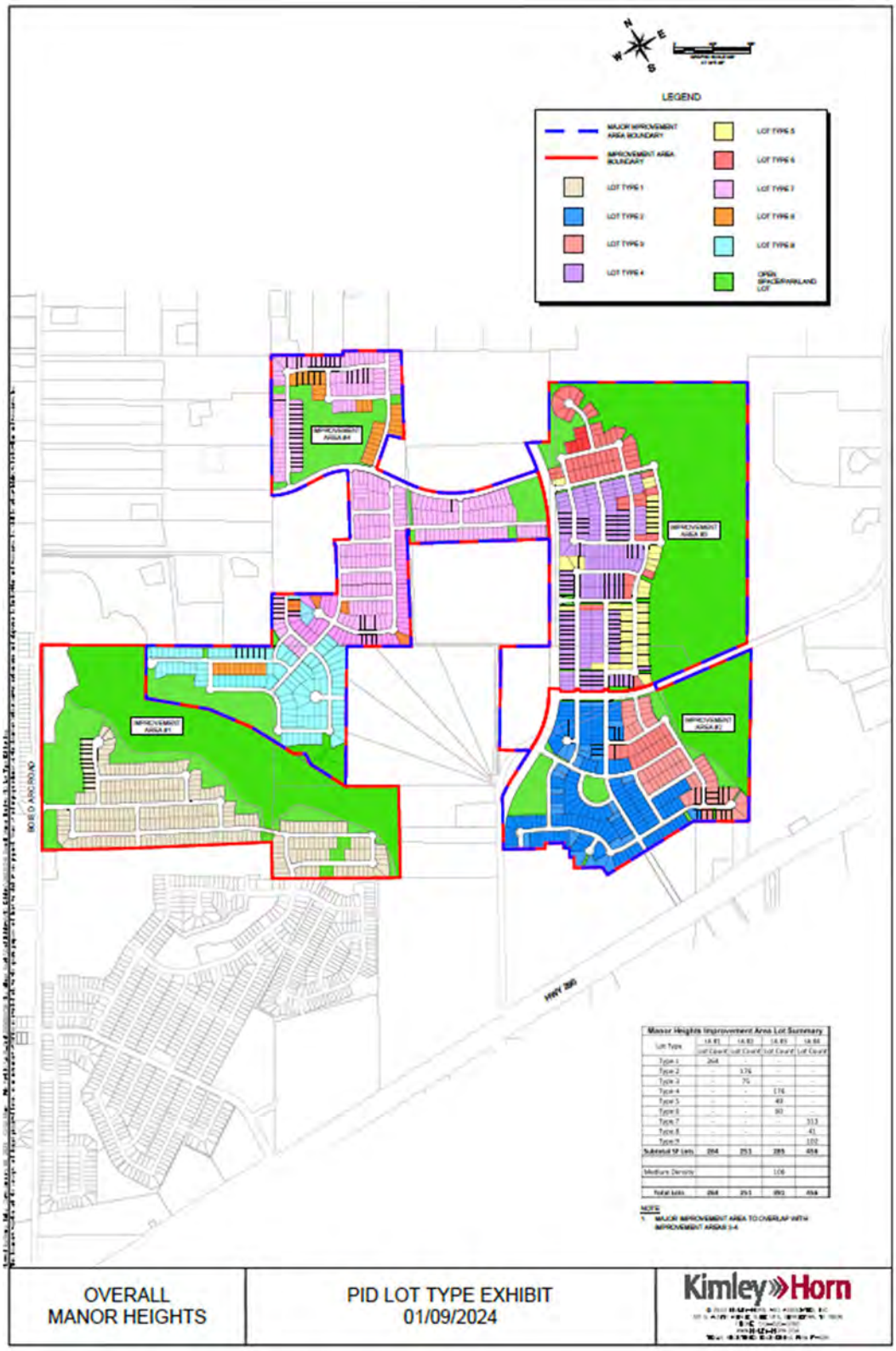
[b] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

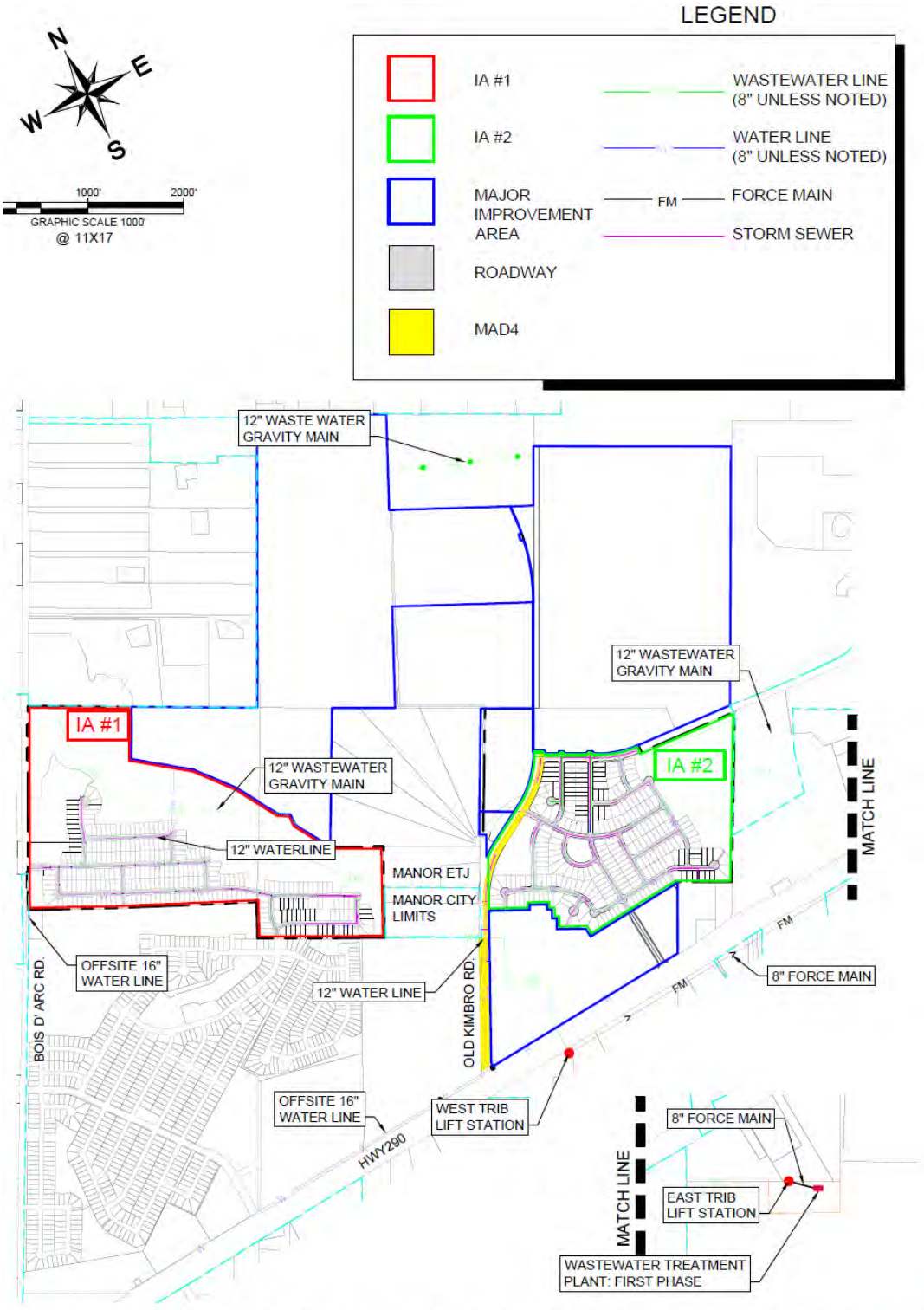
# EXHIBIT K – MAXIMUM ASSESSMENT PER LOT TYPE

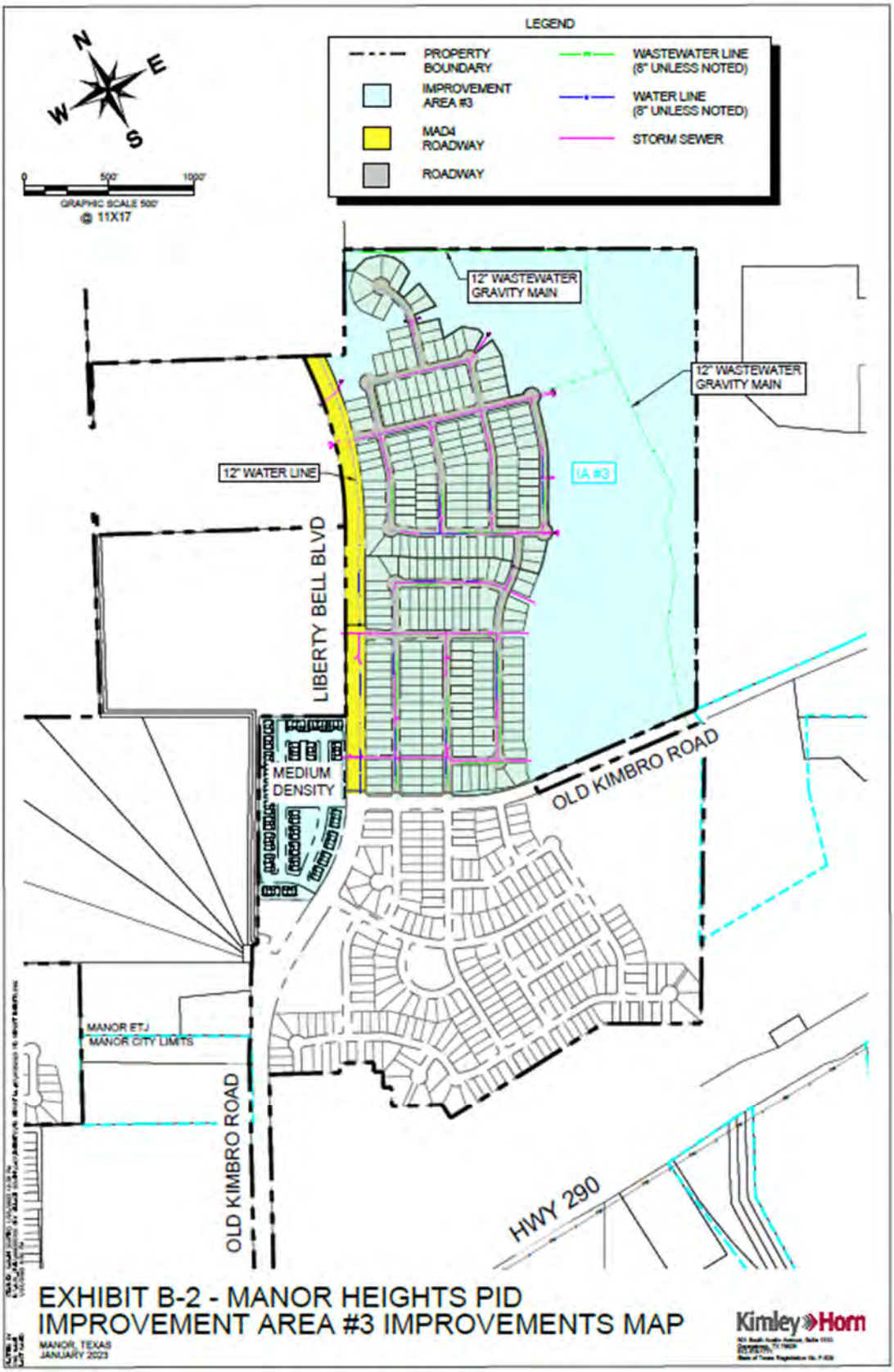
| | | | | | | Assessments | | | | | Annual Installments | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Lot Type | Units/SF [a] | Improved Land Value per Lot | Improved Land Total Value | Assessed Value per Unit/SF | Total Assessed Value | Major Improvement Area Bond | Improvement Area 1-2 Bond | Improvement Area #3 Bond | Improvement Area #4 Bond | Total Assessment | Major Improvement Area Bond | Improvement Area 1-2 Bond | Improvement Area #3 Bond | Improvement Area #4 Bond | Total Annual Installments | Assessment per Unit/SF | Annual Installment per Unit/SF | PID Equivalent Tax Rate |
| **Improvement Area #1** | | | | | | | | | | | | | | | | | | |
| Lot Type 1 - 50' | 264 | $ 62,500 | $ 16,500,000 | $ 285,000 | $ 75,240,000 | $ - | $ 3,579,205 | $ - | $ - | $ 3,579,205 | $ - | $ 248,062 | $ - | $ - | $ 248,062 | $ 13,557.59 | $ 939.63 | $ 0.3297 |
| **IA #1 Total** | **264** | | **$ 16,500,000** | | **$ 75,240,000** | **$ -** | **$ 3,579,205** | **$ -** | **$ -** | **$ 3,579,205** | **$ -** | **$ 248,062** | **$ -** | **$ -** | **$ 248,062** | | | **$ 0.3297** |
| **Improvement Area #2** | | | | | | | | | | | | | | | | | | |
| Lot Type 2 - 50' | 176 | $ 42,557 | $ 7,490,032 | $ 285,000 | $ 50,160,000 | $ - | $ 2,386,137 | $ - | $ - | $ 2,386,137 | $ - | $ 165,374 | $ - | $ - | $ 165,374 | $ 13,557.59 | $ 939.63 | $ 0.3297 |
| Lot Type 3 - 55' | 75 | $ 42,558 | $ 3,191,850 | $ 290,000 | $ 21,750,000 | $ - | $ 1,034,659 | $ - | $ - | $ 1,034,659 | $ - | $ 71,708 | $ - | $ - | $ 71,708 | $ 13,795.45 | $ 956.11 | $ 0.3297 |
| **IA #2 Total/Weighted Average** | **251** | **$ 42,557** | **$ 7,490,032** | **$ 286,494** | **$ 71,910,000** | **$ -** | **$ 3,420,795** | **$ -** | **$ -** | **$ 3,420,795** | **$ -** | **$ 237,083** | **$ -** | **$ -** | **$ 237,083** | | | **$ 0.3297** |
| **Improvement Area #3** | | | | | | | | | | | | | | | | | | |
| Lot Type 4 - 50' | 176 | $ 82,680 | $ 14,551,680 | $ 413,400 | $ 72,758,400 | $ 1,123,043 | $ - | $ 1,972,214 | $ - | $ 3,095,257 | $ 80,493 | $ - | $ 154,088 | $ - | $ 234,581 | $ 17,586.68 | $ 1,332.85 | $ 0.3224 |
| Lot Type 5 - 55' | 49 | $ 90,948 | $ 4,456,452 | $ 454,740 | $ 22,282,260 | $ 343,932 | $ - | $ 603,990 | $ - | $ 947,922 | $ 24,651 | $ - | $ 47,189 | $ - | $ 71,840 | $ 19,345.35 | $ 1,466.13 | $ 0.3224 |
| Lot Type 6 - 60' | 60 | $ 99,216 | $ 5,952,960 | $ 496,080 | $ 29,764,800 | $ 459,427 | $ - | $ 806,815 | $ - | $ 1,266,241 | $ 32,929 | $ - | $ 63,036 | $ - | $ 95,965 | $ 21,104.02 | $ 1,599.42 | $ 0.3224 |
| Lot Type 10 - Condo | 106 | $ 60,000 | $ 6,360,000 | $ 300,000 | $ 31,800,000 | $ 490,840 | $ - | $ 861,981 | $ - | $ 1,352,822 | $ 35,181 | $ - | $ 67,346 | $ - | $ 102,527 | $ 12,762.47 | $ 967.23 | $ 0.3224 |
| **IA#3 Total/Weighted Average** | **391** | **$ 80,105** | **$ 31,321,092** | **$ 400,525** | **$ 156,605,460** | **$ 2,417,242** | **$ -** | **$ 4,245,000** | **$ -** | **$ 6,662,242** | **$ 173,254** | **$ -** | **$ 331,660** | **$ -** | **$ 504,913** | | | **$ 0.3224** |
| **Improvement Area #4** | | | | | | | | | | | | | | | | | | |
| Lot Type 7 - 50' | 313 | $ 82,680 | $ 25,878,840 | $ 413,400 | $ 129,394,200 | $ 2,066,508 | $ - | $ - | $ 3,302,622 | $ 5,369,130 | $ 148,115 | $ - | $ - | $ 293,652 | $ 441,767 | $ 17,153.77 | $ 1,411.40 | $ 0.3414 |
| Lot Type 8 - 55' | 41 | $ 90,948 | $ 3,728,868 | $ 454,740 | $ 18,644,340 | $ 297,762 | $ - | $ - | $ 475,873 | $ 773,635 | $ 21,342 | $ - | $ - | $ 42,312 | $ 63,654 | $ 18,869.15 | $ 1,552.54 | $ 0.3414 |
| Lot Type 9 - 60' | 102 | $ 99,216 | $ 10,120,032 | $ 496,080 | $ 50,600,160 | $ 808,117 | $ - | $ - | $ 1,291,505 | $ 2,099,622 | $ 57,921 | $ - | $ - | $ 114,834 | $ 172,755 | $ 20,584.52 | $ 1,693.67 | $ 0.3414 |
| **IA#4 Total** | **456** | | **$ 39,727,740** | | **$ 198,638,700** | **$ 3,172,387** | **$ -** | **$ -** | **$ 5,070,000** | **$ 8,242,387** | **$ 227,378** | **$ -** | **$ -** | **$ 450,798** | **$ 678,176** | | | **$ 0.3414** |
| **Major Improvevment Area - Remainder Area** | | | | | | | | | | | | | | | | | | |
| Condo | 298 | $ 60,000 | $ 17,880,000 | $ 300,000 | $ 89,400,000 | $ 1,427,775 | $ - | $ - | $ - | $ 1,427,775 | $ 102,335 | $ - | $ - | $ - | $ 102,335 | $ 4,791 | $ 343.40 | $ 0.1145 |
| Office | 68,999 | $ 40 | $ 2,759,960 | $ 200 | $ 13,799,800 | $ 220,392 | $ - | $ - | $ - | $ 220,392 | $ 15,796 | $ - | $ - | $ - | $ 15,796 | $ 3.19 | $ 0.23 | $ 0.1145 |
| Restaurant | 17,250 | $ 40 | $ 690,000 | $ 200 | $ 3,450,000 | $ 55,099 | $ - | $ - | $ - | $ 55,099 | $ 3,949 | $ - | $ - | $ - | $ 3,949 | $ 3.19 | $ 0.23 | $ 0.1145 |
| Retail | 150,935 | $ 40 | $ 6,037,400 | $ 200 | $ 30,187,000 | $ 482,106 | $ - | $ - | $ - | $ 482,106 | $ 34,554 | $ - | $ - | $ - | $ 34,554 | $ 3.19 | $ 0.23 | $ 0.1145 |
| **MIA Remainder Area Total** | | | **$ 27,367,360** | | **$ 136,836,800** | **$ 2,185,371** | **$ -** | **$ -** | **$ -** | **$ 2,185,371** | **$ 156,635** | **$ -** | **$ -** | **$ -** | **$ 156,635** | | | **$ 0.1145** |
| **Major Improvement Area** | | | | | | | | | | | | | | | | | | |
| Lot Type 4 - 50' | 176 | $ 82,680 | $ 14,551,680 | $ 413,400 | $ 72,758,400 | $ 1,123,043 | $ - | $ - | $ - | $ 1,123,043 | $ 80,493 | $ - | $ - | $ - | $ 80,493 | $ 6,381 | $ 457.35 | $ 0.1106 |
| Lot Type 5 - 55' | 49 | $ 90,948 | $ 4,456,452 | $ 454,740 | $ 22,282,260 | $ 343,932 | $ - | $ - | $ - | $ 343,932 | $ 24,651 | $ - | $ - | $ - | $ 24,651 | $ 7,019 | $ 503.08 | $ 0.1106 |
| Lot Type 6 - 60' | 60 | $ 99,216 | $ 5,952,960 | $ 496,080 | $ 29,764,800 | $ 459,427 | $ - | $ - | $ - | $ 459,427 | $ 32,929 | $ - | $ - | $ - | $ 32,929 | $ 7,657 | $ 548.82 | $ 0.1106 |
| Lot Type 7 - Condo | 106 | $ 60,000 | $ 6,360,000 | $ 300,000 | $ 31,800,000 | $ 490,840 | $ - | $ - | $ - | $ 490,840 | $ 35,181 | $ - | $ - | $ - | $ 35,181 | $ 4,631 | $ 331.89 | $ 0.1106 |
| Lot Type 8 - 50' | 313 | $ 82,680 | $ 25,878,840 | $ 413,400 | $ 129,394,200 | $ 2,066,508 | $ - | $ - | $ - | $ 2,066,508 | $ 148,115 | $ - | $ - | $ - | $ 148,115 | $ 6,602 | $ 473.21 | $ 0.1145 |
| Lot Type 9 - 55' | 41 | $ 90,948 | $ 3,728,868 | $ 454,740 | $ 18,644,340 | $ 297,762 | $ - | $ - | $ - | $ 297,762 | $ 21,342 | $ - | $ - | $ - | $ 21,342 | $ 7,262 | $ 520.53 | $ 0.1145 |
| Lot Type 10 - 60' | 102 | $ 99,216 | $ 10,120,032 | $ 496,080 | $ 50,600,160 | $ 808,117 | $ - | $ - | $ - | $ 808,117 | $ 57,921 | $ - | $ - | $ - | $ 57,921 | $ 7,923 | $ 567.85 | $ 0.1145 |
| Remainder Area - Condo | 298 | $ 60,000 | $ 17,880,000 | $ 300,000 | $ 89,400,000 | $ 1,427,775 | $ - | $ - | $ - | $ 1,427,775 | $ 102,335 | $ - | $ - | $ - | $ 102,335 | $ 4,791 | $ 343.40 | $ 0.1145 |
| Office | 68,999 | $ 40 | $ 2,759,960 | $ 200 | $ 13,799,800 | $ 220,392 | $ - | $ - | $ - | $ 220,392 | $ 15,796 | $ - | $ - | $ - | $ 15,796 | $ 3.19 | $ 0.23 | $ 0.1145 |
| Restaurant | 17,250 | $ 40 | $ 690,000 | $ 200 | $ 3,450,000 | $ 55,099 | $ - | $ - | $ - | $ 55,099 | $ 3,949 | $ - | $ - | $ - | $ 3,949 | $ 3.19 | $ 0.23 | $ 0.1145 |
| Retail | 150,935 | $ 40 | $ 6,037,400 | $ 200 | $ 30,187,000 | $ 482,106 | $ - | $ - | $ - | $ 482,106 | $ 34,554 | $ - | $ - | $ - | $ 34,554 | $ 3.19 | $ 0.23 | $ 0.1145 |
| **MIA Total** | | | **$ 98,416,192** | | **$ 492,080,960** | **$ 7,775,000** | **$ -** | **$ -** | **$ -** | **$ 7,775,000** | **$ 557,266** | **$ -** | **$ -** | **$ -** | **$ 384,013** | | | |

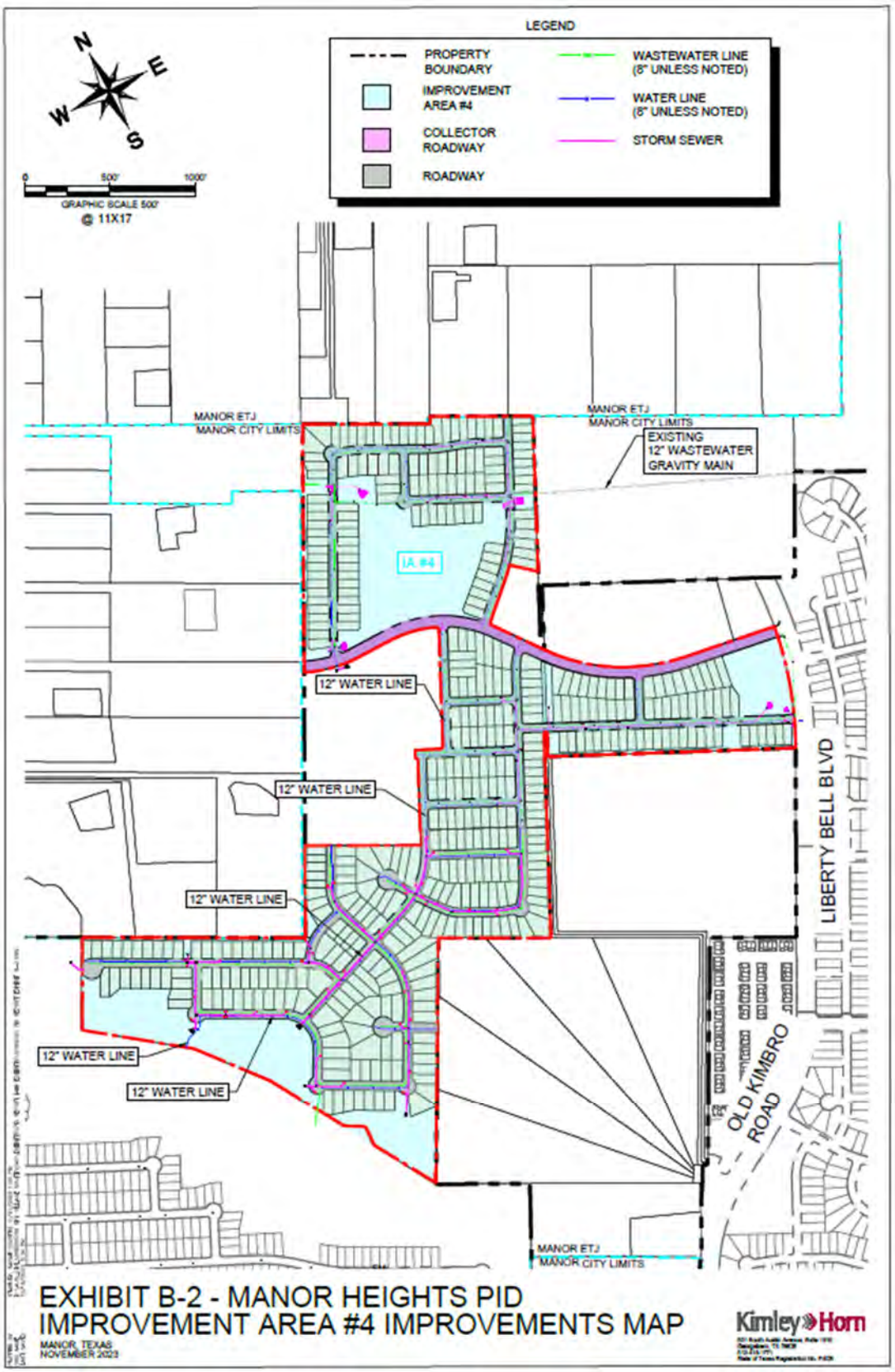
# EXHIBIT L – LOT TYPE CLASSIFICATION MAP



# EXHIBIT M – MAPS OF AUTHORIZED IMPROVEMENTS




LEGEND
PROPERTY BOUNDARY
IMPROVEMENT AREA #3
MAD4 ROADWAY
ROADWAY
WASTEWATER LINE (8" UNLESS NOTED)
WATER LINE (8" UNLESS NOTED)
STORM SEWER
N
E
W
S
0
500'
1000'
GRAPHIC SCALE 500'
@ 11X17
12" WASTEWATER GRAVITY MAIN
12" WASTEWATER GRAVITY MAIN
12" WATER LINE
IA #3
LIBERTY BELL BLVD
MEDIUM DENSITY
OLD KIMBRO ROAD
MANOR ETJ
MANOR CITY LIMITS
OLD KIMBRO ROAD
HWY 290
EXHIBIT B-2 - MANOR HEIGHTS PID
IMPROVEMENT AREA #3 IMPROVEMENTS MAP
MANOR, TEXAS
JANUARY 2023
Kimley»Horn


LEGEND
PROPERTY BOUNDARY
IMPROVEMENT AREA #4
COLLECTOR ROADWAY
ROADWAY
WASTEWATER LINE (8" UNLESS NOTED)
WATER LINE (8" UNLESS NOTED)
STORM SEWER
N
E
W
S
0
500'
1000'
GRAPHIC SCALE 500'
@ 11X17
MANOR ETJ
MANOR CITY LIMITS
MANOR ETJ
MANOR CITY LIMITS
EXISTING 12" WASTEWATER GRAVITY MAIN
IA #4
12" WATER LINE
12" WATER LINE
12" WATER LINE
12" WATER LINE
12" WATER LINE
LIBERTY BELL BLVD
OLD KIMBRO ROAD
MANOR ETJ
MANOR CITY LIMITS
EXHIBIT B-2 - MANOR HEIGHTS PID
IMPROVEMENT AREA #4 IMPROVEMENTS MAP
MANOR, TEXAS
NOVEMBER 2023
Kimley»Horn

# EXHIBIT N – NOTICE OF PID ASSESSMENT LIEN TERMINATION

P3Works, LLC
9284 Huntington Square, Suite 100
North Richland Hills, TX 76182

[Date]
Travis County Clerk's Office
Honorable [County Clerk Name]
5501 Airport Boulevard
Austin, Texas 78751

**Re:** **City of Manor Lien Release documents for filing**

Dear Ms./Mr. [County Clerk Name],

Enclosed is a lien release that the City of Manor is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents below:

City of Manor
Attn: [City Secretary]
105 E. Eggleston Street
Manor, TX 78653

Please contact me if you have any questions or need additional information.

Sincerely,
[Signature]

P3Works, LLC
P: (817) 393-0353
admin@p3-works.com

**AFTER RECORDING RETURN TO:**

**[City Secretary Name]**
**105 E. Eggleston Street**
**Manor, TX 78653**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

## FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN

| | | |
|---|---|---|
| **STATE OF TEXAS** | **§** | |
| | **§** | **KNOW ALL MEN BY THESE PRESENTS:** |
| **COUNTY OF TRAVIS** | **§** | |

**THIS FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN** (this "Full Release") is executed and delivered as of the Effective Date by the City of Manor, Texas.

### RECITALS

**WHEREAS**, the governing body (hereinafter referred to as the "City Council") of the City of Manor, Texas (hereinafter referred to as the "City "), is authorized by Chapter 372, Texas Local Government Code, as amended (hereinafter referred to as the "Act"), to create public improvement districts within the corporate limits and extraterritorial jurisdiction of the City; and

**WHEREAS**, on or about November 7, 2018, the City Council for the City, approved Resolution No. 2018-10, creating the Manor Heights Public Improvement District; and

**WHEREAS**, the City Council authorized additional land to be added to the boundaries of the District pursuant to Resolution No. 2020-11 adopted by the City Council on October 7, 2020; and

**WHEREAS**, the Manor Heights Public Improvement District consists of approximately 602.9 contiguous acres located within the City; and

**WHEREAS**, on or about May 5, 2021, the City Council, approved Ordinance No. 609, (hereinafter referred to as the "Assessment Ordinance") approving a service and assessment plan and assessment roll for the Property within the Manor Heights Public Improvement District; and

**WHEREAS**, on or about _____ __, 2024, the City Council, approved Ordinance No. ____, (hereinafter referred to as the "Improvement Area #4 Assessment Ordinance") approving the 2024

Amended and Restated Service and Assessment plan and assessment roll for the Property within Improvement Area #4 of the Manor Heights Public Improvement District; and

**WHEREAS**, the Assessment Ordinance imposed an assessment in the amount of $_____ (hereinafter referred to as the "Lien Amount") for the following property:

**WHEREAS**, the Improvement Area # Assessment Ordinance imposed an assessment in the amount of $_____ (hereinafter referred to as the "Additional Lien Amount") for the following property:

[legal description], a subdivision in Travis County, Texas, according to the map or plat of record in Document/Instrument No. _____ of the Plat Records of Travis County, Texas (hereinafter referred to as the "Property"); and

**WHEREAS**, the property owners of the Property have paid unto the City the Lien Amount and Additional Lien Amount (if applicable).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**RELEASE**

**NOW THEREFORE**, the City, the owner and holder of the Lien(s), Instrument No. _____, in the Real Property Records of Travis County, Texas, in the amount of the Lien Amount and Additional Lien Amount against the Property releases and discharges, and by these presents does hereby release and discharge, the above-described Property from said lien(s) held by the undersigned securing said indebtedness.

**EXECUTED** to be **EFFECTIVE** this the _____ day of _____, 20__.

**CITY OF MANOR, TEXAS,**

By: _____
[Manager Name], City Manager

**ATTEST:**

_____
[Secretary Name], City Secretary

**STATE OF TEXAS** **§**
**§**
**COUNTY OF TRAVIS** **§**

This instrument was acknowledged before me on the ____ day of _____, 20__, by [Manager Name], City Manager for the City of Manor, Texas, on behalf of said municipality.

_____
Notary Public, State of Texas

# EXHIBIT O – ESTIMATED BUILDOUT VALUE FOR MAJOR IMPROVEMENT AREA, IMPROVEMENT AREA #1, IMPROVEMENT AREA #2, IMPROVEMENT AREA #3, AND IMPROVEMENT AREA #4

| | Units | | Estimated Buildout Value | Total Buildout Value |
|---|---|---|---|---|
| ***Improvement Area #1*** | | | | |
| 50' | 264 | lots | $ 285,000 | $ 75,240,000 |
| | | | | $ 75,240,000 |
| ***Improvement Area #2*** | | | | |
| 50' | 176 | lots | $ 285,000 | $ 50,160,000 |
| 55' | 75 | lots | $ 290,000 | $ 21,750,000 |
| | **251** | | | $ 71,910,000 |
| ***Improvement Area #3 [a]*** | | | | |
| 50' | 176 | lots | $ 413,400 | $ 72,758,400 |
| 55' | 49 | lots | $ 454,740 | $ 22,282,260 |
| 60' | 60 | lots | $ 496,080 | $ 29,764,800 |
| Condo | 106 | lots | $ 300,000 | $ 31,800,000 |
| | **391** | | | $ 156,605,460 |
| ***Improvement Area #4 [a]*** | | | | |
| 50' | 313 | lots | $ 413,400 | $ 129,394,200 |
| 55' | 41 | lots | $ 454,740 | $ 18,644,340 |
| 60' | 102 | lots | $ 496,080 | $ 50,600,160 |
| | **456** | | | $ 198,638,700 |
| ***Major Improvement Area [b]*** | | | | |
| Condo | 298 | units | $ 300,000 | $ 89,400,000 |
| Office | 68,999 | SqFt | $ 200 | $ 13,799,800 |
| Restaurant | 17,250 | SqFt | $ 200 | $ 3,450,000 |
| Retail | 150,935 | SqFt | $ 200 | $ 30,187,000 |
| | | | | $ 136,836,800 |
| | | | Major Improvement Area Subtotal: | $ 492,080,960 |
| | | | **District Total Projected Assessed Value:** | **$ 639,230,960** |

Notes:

[a] Improvement Area #3 and Improvement Area #4 are within the Major Improvement Area.
[b] Includes all property within the Major Improvement Area excepting property within Improvement Area #3 and Improvement Area #4 initial parcels.

# EXHIBIT P – IMPROVEMENT AREA #1-2 BOND DEBT SERVICE SCHEDULE

BOND DEBT SERVICE

City of Manor, Texas
Special Assessment Revenue Bonds, Series 2021
(Manor Heights Public Improvement District Improvement Area #1-2 Proje
~REVISED FINAL NUMBERS~

| | |
|---|---|
| Dated Date | 05/27/2021 |
| Delivery Date | 05/27/2021 |

| Period Ending | Principal | Interest | Debt Service |
|---|---|---|---|
| 09/30/2021 | | 78,952.50 | 78,952.50 |
| 09/30/2022 | | 263,175.00 | 263,175.00 |
| 09/30/2023 | 150,000 | 263,175.00 | 413,175.00 |
| 09/30/2024 | 155,000 | 259,425.00 | 414,425.00 |
| 09/30/2025 | 160,000 | 255,550.00 | 415,550.00 |
| 09/30/2026 | 165,000 | 251,550.00 | 416,550.00 |
| 09/30/2027 | 170,000 | 247,425.00 | 417,425.00 |
| 09/30/2028 | 175,000 | 242,112.50 | 417,112.50 |
| 09/30/2029 | 180,000 | 236,643.76 | 416,643.76 |
| 09/30/2030 | 185,000 | 231,018.76 | 416,018.76 |
| 09/30/2031 | 190,000 | 225,237.50 | 415,237.50 |
| 09/30/2032 | 200,000 | 219,300.00 | 419,300.00 |
| 09/30/2033 | 205,000 | 212,300.00 | 417,300.00 |
| 09/30/2034 | 210,000 | 205,125.00 | 415,125.00 |
| 09/30/2035 | 220,000 | 197,775.00 | 417,775.00 |
| 09/30/2036 | 230,000 | 190,075.00 | 420,075.00 |
| 09/30/2037 | 235,000 | 182,025.00 | 417,025.00 |
| 09/30/2038 | 245,000 | 173,800.00 | 418,800.00 |
| 09/30/2039 | 255,000 | 165,225.00 | 420,225.00 |
| 09/30/2040 | 265,000 | 156,300.00 | 421,300.00 |
| 09/30/2041 | 275,000 | 147,025.00 | 422,025.00 |
| 09/30/2042 | 285,000 | 137,400.00 | 422,400.00 |
| 09/30/2043 | 295,000 | 126,000.00 | 421,000.00 |
| 09/30/2044 | 305,000 | 114,200.00 | 419,200.00 |
| 09/30/2045 | 320,000 | 102,000.00 | 422,000.00 |
| 09/30/2046 | 335,000 | 89,200.00 | 424,200.00 |
| 09/30/2047 | 350,000 | 75,800.00 | 425,800.00 |
| 09/30/2048 | 360,000 | 61,800.00 | 421,800.00 |
| 09/30/2049 | 380,000 | 47,400.00 | 427,400.00 |
| 09/30/2050 | 395,000 | 32,200.00 | 427,200.00 |
| 09/30/2051 | 410,000 | 16,400.00 | 426,400.00 |
| | 7,305,000 | 5,205,615.02 | 12,510,615.02 |

# EXHIBIT Q - IMPROVEMENT AREA #3 BOND DEBT SERVICE SCHEDULE

BOND DEBT SERVICE

City of Manor, Texas
Special Assessment Revenue Bonds, Series 2023
(Manor Heights Public Improvement District Improvement Area #3 Project)
Bonds Callable September 15, 2031 @ Par
FINAL NUMBERS

| Period Ending | Principal | Interest | Debt Service |
|---|---|---|---|
| 09/30/2024 | 35,000 | 261,029.24 | 296,029.24 |
| 09/30/2025 | 71,000 | 224,860.00 | 295,860.00 |
| 09/30/2026 | 72,000 | 221,665.00 | 293,665.00 |
| 09/30/2027 | 75,000 | 218,425.00 | 293,425.00 |
| 09/30/2028 | 79,000 | 215,050.00 | 294,050.00 |
| 09/30/2029 | 83,000 | 211,495.00 | 294,495.00 |
| 09/30/2030 | 85,000 | 207,760.00 | 292,760.00 |
| 09/30/2031 | 90,000 | 203,935.00 | 293,935.00 |
| 09/30/2032 | 94,000 | 199,210.00 | 293,210.00 |
| 09/30/2033 | 98,000 | 194,275.00 | 292,275.00 |
| 09/30/2034 | 103,000 | 189,130.00 | 292,130.00 |
| 09/30/2035 | 108,000 | 183,722.50 | 291,722.50 |
| 09/30/2036 | 113,000 | 178,052.50 | 291,052.50 |
| 09/30/2037 | 119,000 | 172,120.00 | 291,120.00 |
| 09/30/2038 | 126,000 | 165,872.50 | 291,872.50 |
| 09/30/2039 | 133,000 | 159,257.50 | 292,257.50 |
| 09/30/2040 | 139,000 | 152,275.00 | 291,275.00 |
| 09/30/2041 | 147,000 | 144,977.50 | 291,977.50 |
| 09/30/2042 | 154,000 | 137,260.00 | 291,260.00 |
| 09/30/2043 | 162,000 | 129,175.00 | 291,175.00 |
| 09/30/2044 | 170,000 | 120,670.00 | 290,670.00 |
| 09/30/2045 | 180,000 | 111,320.00 | 291,320.00 |
| 09/30/2046 | 191,000 | 101,420.00 | 292,420.00 |
| 09/30/2047 | 200,000 | 90,915.00 | 290,915.00 |
| 09/30/2048 | 211,000 | 79,915.00 | 290,915.00 |
| 09/30/2049 | 222,000 | 68,310.00 | 290,310.00 |
| 09/30/2050 | 235,000 | 56,100.00 | 291,100.00 |
| 09/30/2051 | 248,000 | 43,175.00 | 291,175.00 |
| 09/30/2052 | 261,000 | 29,535.00 | 290,535.00 |
| 09/30/2053 | 276,000 | 15,180.00 | 291,180.00 |
| | 4,280,000 | 4,486,086.74 | 8,766,086.74 |

# EXHIBIT R - IMPROVEMENT AREA #4 BOND DEBT SERVICE SCHEDULE

# EXHIBIT S – MAJOR IMPROVEMENT AREA BOND DEBT SERVICE SCHEDULE

BOND DEBT SERVICE

City of Manor, Texas
Special Assessment Revenue Bonds, Series 2021
(Manor Heights Public Improvement District Major Improvement Area Project)
~FINAL NUMBERS~

| | |
|---|---|
| Dated Date | 05/27/2021 |
| Delivery Date | 05/27/2021 |

| Period Ending | Principal | Interest | Debt Service |
|---|---|---|---|
| 09/30/2021 | | 99,995.63 | 99,995.63 |
| 09/30/2022 | | 333,318.76 | 333,318.76 |
| 09/30/2023 | 150,000 | 333,318.76 | 483,318.76 |
| 09/30/2024 | 155,000 | 328,631.26 | 483,631.26 |
| 09/30/2025 | 160,000 | 323,787.50 | 483,787.50 |
| 09/30/2026 | 170,000 | 318,787.50 | 488,787.50 |
| 09/30/2027 | 175,000 | 313,475.00 | 488,475.00 |
| 09/30/2028 | 180,000 | 306,912.50 | 486,912.50 |
| 09/30/2029 | 185,000 | 300,162.50 | 485,162.50 |
| 09/30/2030 | 195,000 | 293,225.00 | 488,225.00 |
| 09/30/2031 | 200,000 | 285,912.50 | 485,912.50 |
| 09/30/2032 | 210,000 | 278,412.50 | 488,412.50 |
| 09/30/2033 | 220,000 | 269,750.00 | 489,750.00 |
| 09/30/2034 | 230,000 | 260,675.00 | 490,675.00 |
| 09/30/2035 | 240,000 | 251,187.50 | 491,187.50 |
| 09/30/2036 | 250,000 | 241,287.50 | 491,287.50 |
| 09/30/2037 | 260,000 | 230,975.00 | 490,975.00 |
| 09/30/2038 | 270,000 | 220,250.00 | 490,250.00 |
| 09/30/2039 | 280,000 | 209,112.50 | 489,112.50 |
| 09/30/2040 | 295,000 | 197,562.50 | 492,562.50 |
| 09/30/2041 | 305,000 | 185,393.76 | 490,393.76 |
| 09/30/2042 | 320,000 | 172,812.50 | 492,812.50 |
| 09/30/2043 | 335,000 | 158,812.50 | 493,812.50 |
| 09/30/2044 | 350,000 | 144,156.26 | 494,156.26 |
| 09/30/2045 | 365,000 | 128,843.76 | 493,843.76 |
| 09/30/2046 | 380,000 | 112,875.00 | 492,875.00 |
| 09/30/2047 | 400,000 | 96,250.00 | 496,250.00 |
| 09/30/2048 | 420,000 | 78,750.00 | 498,750.00 |
| 09/30/2049 | 440,000 | 60,375.00 | 500,375.00 |
| 09/30/2050 | 460,000 | 41,125.00 | 501,125.00 |
| 09/30/2051 | 480,000 | 21,000.00 | 501,000.00 |
| | 8,080,000 | 6,597,133.19 | 14,677,133.19 |

# EXHIBIT T-1 – LOT TYPE 1 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO MANOR, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

**LOT TYPE 1 PRINCIPAL ASSESSMENT: $13,557.59**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Manor Heights Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____
SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____
SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

# ANNUAL INSTALLMENTS - LOT TYPE 1

| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs | Additional Interest [b] | Capitalized Interest | Total Annual Installment |
|---|---|---|---|---|---|---|
| 2025 | $ 309.89 | $ 494.95 | $ 57.23 | $ 67.79 | $ - | $ 929.86 |
| 2026 | 319.57 | 487.20 | 58.38 | 66.24 | - | 931.39 |
| 2027 | 329.26 | 479.21 | 59.55 | 64.64 | - | 932.66 |
| 2028 | 338.94 | 468.92 | 60.74 | 62.99 | - | 931.59 |
| 2029 | 348.62 | 458.33 | 61.95 | 61.30 | - | 930.21 |
| 2030 | 358.31 | 447.44 | 63.19 | 59.56 | - | 928.49 |
| 2031 | 367.99 | 436.24 | 64.45 | 57.77 | - | 926.45 |
| 2032 | 387.36 | 424.74 | 65.74 | 55.93 | - | 933.77 |
| 2033 | 397.04 | 411.18 | 67.06 | 53.99 | - | 929.27 |
| 2034 | 406.73 | 397.29 | 68.40 | 52.00 | - | 924.42 |
| 2035 | 426.10 | 383.05 | 69.77 | 49.97 | - | 928.88 |
| 2036 | 445.46 | 368.14 | 71.16 | 47.84 | - | 932.60 |
| 2037 | 455.15 | 352.55 | 72.59 | 45.61 | - | 925.89 |
| 2038 | 474.52 | 336.62 | 74.04 | 43.34 | - | 928.51 |
| 2039 | 493.88 | 320.01 | 75.52 | 40.96 | - | 930.37 |
| 2040 | 513.25 | 302.72 | 77.03 | 38.49 | - | 931.50 |
| 2041 | 532.62 | 284.76 | 78.57 | 35.93 | - | 931.88 |
| 2042 | 551.99 | 266.12 | 80.14 | 33.26 | - | 931.51 |
| 2043 | 571.36 | 244.04 | 81.74 | 30.50 | - | 927.64 |
| 2044 | 590.72 | 221.18 | 83.38 | 27.65 | - | 922.93 |
| 2045 | 619.78 | 197.55 | 85.05 | 24.69 | - | 927.07 |
| 2046 | 648.83 | 172.76 | 86.75 | 21.60 | - | 929.93 |
| 2047 | 677.88 | 146.81 | 88.48 | 18.35 | - | 931.52 |
| 2048 | 697.25 | 119.69 | 90.25 | 14.96 | - | 922.16 |
| 2049 | 735.98 | 91.80 | 92.06 | 11.48 | - | 931.32 |
| 2050 | 765.04 | 62.36 | 93.90 | 7.80 | - | 929.09 |
| 2051 | 794.09 | 31.76 | 95.78 | 3.97 | - | 925.60 |
| **Total** | **$ 13,557.59** | **$ 8,407.43** | **$ 2,022.90** | **$ 1,098.60** | **$ -** | **$ 25,086.52** |

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

# EXHIBIT T-2 – LOT TYPE 2 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO MANOR, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

**LOT TYPE 2 PRINCIPAL ASSESSMENT: $13,557.59**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Manor Heights Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

# ANNUAL INSTALLMENTS - LOT TYPE 2

| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs | Additional Interest [b] | Capitalized Interest | Total Annual Installment |
|---|---|---|---|---|---|---|
| 2025 | $ 309.89 | $ 494.95 | $ 57.23 | $ 67.79 | $ - | $ 929.86 |
| 2026 | 319.57 | 487.20 | 58.38 | 66.24 | - | 931.39 |
| 2027 | 329.26 | 479.21 | 59.55 | 64.64 | - | 932.66 |
| 2028 | 338.94 | 468.92 | 60.74 | 62.99 | - | 931.59 |
| 2029 | 348.62 | 458.33 | 61.95 | 61.30 | - | 930.21 |
| 2030 | 358.31 | 447.44 | 63.19 | 59.56 | - | 928.49 |
| 2031 | 367.99 | 436.24 | 64.45 | 57.77 | - | 926.45 |
| 2032 | 387.36 | 424.74 | 65.74 | 55.93 | - | 933.77 |
| 2033 | 397.04 | 411.18 | 67.06 | 53.99 | - | 929.27 |
| 2034 | 406.73 | 397.29 | 68.40 | 52.00 | - | 924.42 |
| 2035 | 426.10 | 383.05 | 69.77 | 49.97 | - | 928.88 |
| 2036 | 445.46 | 368.14 | 71.16 | 47.84 | - | 932.60 |
| 2037 | 455.15 | 352.55 | 72.59 | 45.61 | - | 925.89 |
| 2038 | 474.52 | 336.62 | 74.04 | 43.34 | - | 928.51 |
| 2039 | 493.88 | 320.01 | 75.52 | 40.96 | - | 930.37 |
| 2040 | 513.25 | 302.72 | 77.03 | 38.49 | - | 931.50 |
| 2041 | 532.62 | 284.76 | 78.57 | 35.93 | - | 931.88 |
| 2042 | 551.99 | 266.12 | 80.14 | 33.26 | - | 931.51 |
| 2043 | 571.36 | 244.04 | 81.74 | 30.50 | - | 927.64 |
| 2044 | 590.72 | 221.18 | 83.38 | 27.65 | - | 922.93 |
| 2045 | 619.78 | 197.55 | 85.05 | 24.69 | - | 927.07 |
| 2046 | 648.83 | 172.76 | 86.75 | 21.60 | - | 929.93 |
| 2047 | 677.88 | 146.81 | 88.48 | 18.35 | - | 931.52 |
| 2048 | 697.25 | 119.69 | 90.25 | 14.96 | - | 922.16 |
| 2049 | 735.98 | 91.80 | 92.06 | 11.48 | - | 931.32 |
| 2050 | 765.04 | 62.36 | 93.90 | 7.80 | - | 929.09 |
| 2051 | 794.09 | 31.76 | 95.78 | 3.97 | - | 925.60 |
| **Total** | **$ 13,557.59** | **$ 8,407.43** | **$ 2,022.90** | **$ 1,098.60** | **$ -** | **$ 25,086.52** |

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

# EXHIBIT T-3 – LOT TYPE 3 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO MANOR, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

**LOT TYPE 3 PRINCIPAL ASSESSMENT: $13,795.45**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Manor Heights Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

# ANNUAL INSTALLMENTS - LOT TYPE 3

| Installment Due 1/31 | Principal | Interest [a] | Annual Collection Costs | Additional Interest [b] | Capitalized Interest | Total Annual Installment |
|---|---|---|---|---|---|---|
| 2025 | $ 315.32 | $ 503.63 | $ 58.24 | $ 68.98 | $ - | $ 946.17 |
| 2026 | 325.18 | 495.75 | 59.40 | 67.40 | - | 947.73 |
| 2027 | 335.03 | 487.62 | 60.59 | 65.77 | - | 949.02 |
| 2028 | 344.89 | 477.15 | 61.80 | 64.10 | - | 947.94 |
| 2029 | 354.74 | 466.37 | 63.04 | 62.38 | - | 946.53 |
| 2030 | 364.59 | 455.29 | 64.30 | 60.60 | - | 944.78 |
| 2031 | 374.45 | 443.89 | 65.59 | 58.78 | - | 942.71 |
| 2032 | 394.16 | 432.19 | 66.90 | 56.91 | - | 950.15 |
| 2033 | 404.01 | 418.40 | 68.24 | 54.94 | - | 945.58 |
| 2034 | 413.86 | 404.26 | 69.60 | 52.92 | - | 940.63 |
| 2035 | 433.57 | 389.77 | 70.99 | 50.85 | - | 945.18 |
| 2036 | 453.28 | 374.60 | 72.41 | 48.68 | - | 948.96 |
| 2037 | 463.13 | 358.73 | 73.86 | 46.41 | - | 942.14 |
| 2038 | 482.84 | 342.52 | 75.34 | 44.10 | - | 944.80 |
| 2039 | 502.55 | 325.62 | 76.84 | 41.68 | - | 946.70 |
| 2040 | 522.26 | 308.03 | 78.38 | 39.17 | - | 947.84 |
| 2041 | 541.96 | 289.75 | 79.95 | 36.56 | - | 948.22 |
| 2042 | 561.67 | 270.78 | 81.55 | 33.85 | - | 947.85 |
| 2043 | 581.38 | 248.32 | 83.18 | 31.04 | - | 943.92 |
| 2044 | 601.09 | 225.06 | 84.84 | 28.13 | - | 939.13 |
| 2045 | 630.65 | 201.02 | 86.54 | 25.13 | - | 943.33 |
| 2046 | 660.21 | 175.79 | 88.27 | 21.97 | - | 946.25 |
| 2047 | 689.77 | 149.38 | 90.04 | 18.67 | - | 947.87 |
| 2048 | 709.48 | 121.79 | 91.84 | 15.22 | - | 938.33 |
| 2049 | 748.90 | 93.41 | 93.67 | 11.68 | - | 947.66 |
| 2050 | 778.46 | 63.46 | 95.55 | 7.93 | - | 945.39 |
| 2051 | 808.02 | 32.32 | 97.46 | 4.04 | - | 941.84 |
| **Total** | **$ 13,795.45** | **$ 8,554.93** | **$ 2,058.39** | **$ 1,117.87** | **$ -** | **$ 25,526.64** |

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

# EXHIBIT T-4 – LOT TYPE 4 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO MANOR, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

**LOT TYPE 4 PRINCIPAL ASSESSMENT: $17,586.68**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Manor Heights Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____
SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

# ANNUAL INSTALLMENTS - LOT TYPE 4

| | Major Improvement Area Bonds | | | | Improvement Area #3 Bonds | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Installment Due 1/31 | Principal | Interest [a] | Additional Interest [c] | Annual Collection Costs | Principal | Interest [b] | Additional Interest [c] | Annual Collection Costs | Total Annual Installment |
| 2025 | $ 131.31 | $ 265.73 | $ 31.90 | $ 24.08 | $ 187.42 | $ 593.58 | $ 56.03 | $ 82.39 | $ 1,372.44 |
| 2026 | 139.52 | 261.63 | 31.25 | 24.56 | 190.06 | 585.14 | 55.09 | 84.04 | 1,371.29 |
| 2027 | 143.62 | 257.27 | 30.55 | 25.05 | 197.98 | 576.59 | 54.14 | 85.72 | 1,370.92 |
| 2028 | 147.73 | 251.88 | 29.83 | 25.55 | 208.54 | 567.68 | 53.15 | 87.44 | 1,371.80 |
| 2029 | 151.83 | 246.34 | 29.09 | 26.06 | 219.10 | 558.29 | 52.11 | 89.18 | 1,372.01 |
| 2030 | 160.04 | 240.65 | 28.33 | 26.58 | 224.38 | 548.44 | 51.01 | 90.97 | 1,370.40 |
| 2031 | 164.14 | 234.65 | 27.53 | 27.11 | 237.58 | 538.34 | 49.89 | 92.79 | 1,372.03 |
| 2032 | 172.35 | 228.49 | 26.71 | 27.66 | 248.14 | 525.87 | 48.70 | 94.64 | 1,372.56 |
| 2033 | 180.55 | 221.38 | 25.85 | 28.21 | 258.70 | 512.84 | 47.46 | 96.54 | 1,371.53 |
| 2034 | 188.76 | 213.94 | 24.95 | 28.77 | 271.89 | 499.26 | 46.17 | 98.47 | 1,372.20 |
| 2035 | 196.97 | 206.15 | 24.01 | 29.35 | 285.09 | 484.98 | 44.81 | 100.44 | 1,371.79 |
| 2036 | 205.17 | 198.02 | 23.02 | 29.94 | 298.29 | 470.01 | 43.38 | 102.44 | 1,370.29 |
| 2037 | 213.38 | 189.56 | 21.99 | 30.53 | 314.13 | 454.35 | 41.89 | 104.49 | 1,370.34 |
| 2038 | 221.59 | 180.76 | 20.93 | 31.14 | 332.61 | 437.86 | 40.32 | 106.58 | 1,371.80 |
| 2039 | 229.80 | 171.62 | 19.82 | 31.77 | 351.09 | 420.40 | 38.66 | 108.71 | 1,371.86 |
| 2040 | 242.11 | 162.14 | 18.67 | 32.40 | 366.93 | 401.97 | 36.90 | 110.89 | 1,372.01 |
| 2041 | 250.31 | 152.15 | 17.46 | 33.05 | 388.04 | 382.71 | 35.07 | 113.11 | 1,371.90 |
| 2042 | 262.62 | 141.83 | 16.21 | 33.71 | 406.52 | 362.33 | 33.13 | 115.37 | 1,371.72 |
| 2043 | 274.93 | 130.34 | 14.90 | 34.39 | 427.64 | 340.99 | 31.10 | 117.68 | 1,371.96 |
| 2044 | 287.24 | 118.31 | 13.52 | 35.07 | 448.76 | 318.54 | 28.96 | 120.03 | 1,370.43 |
| 2045 | 299.55 | 105.74 | 12.08 | 35.78 | 475.16 | 293.86 | 26.71 | 122.43 | 1,371.31 |
| 2046 | 311.87 | 92.64 | 10.59 | 36.49 | 504.19 | 267.72 | 24.34 | 124.88 | 1,372.71 |
| 2047 | 328.28 | 78.99 | 9.03 | 37.22 | 527.95 | 239.99 | 21.82 | 127.38 | 1,370.66 |
| 2048 | 344.69 | 64.63 | 7.39 | 37.97 | 556.99 | 210.96 | 19.18 | 129.92 | 1,371.72 |
| 2049 | 361.11 | 49.55 | 5.66 | 38.72 | 586.03 | 180.32 | 16.39 | 132.52 | 1,370.31 |
| 2050 | 377.52 | 33.75 | 3.86 | 39.50 | 620.34 | 148.09 | 13.46 | 135.17 | 1,371.70 |
| 2051 | 393.93 | 17.23 | 1.97 | 40.29 | 654.66 | 113.97 | 10.36 | 137.88 | 1,370.30 |
| 2052 | - | - | - | - | 688.98 | 77.97 | 7.09 | 140.63 | 914.66 |
| 2053 | - | - | - | - | 728.57 | 40.07 | 3.64 | 143.45 | 915.73 |
| **Total** | **$ 6,380.93** | **$ 4,515.37** | **$ 527.11** | **$ 850.94** | **$ 11,205.76** | **$ 11,153.12** | **$ 1,030.98** | **$ 3,196.17** | **$ 38,860.38** |

[a] Interest is calculated at the actual rate of the Major Improvement Area PID Bonds.
[b] Interest is calculated at the actual rate of the Improvement Area #3 PID Bonds.
[c] Additional Interest is calculated at the Additional Interest Rate.
*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

# EXHIBIT T-5 – LOT TYPE 5 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO MANOR, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

**LOT TYPE 5 PRINCIPAL ASSESSMENT: $19,345.35**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Manor Heights Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____
SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

# ANNUAL INSTALLMENTS - LOT TYPE 5

| | Major Improvement Area Bonds | | | | Improvement Area #3 Bonds | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Installment Due 1/31 | Principal | Interest [a] | Additional Interest [c] | Annual Collection Costs | Principal | Interest [b] | Additional Interest [c] | Annual Collection Costs | Total Annual Installment |
| 2025 | $ 144.44 | $ 292.30 | $ 35.10 | $ 26.48 | $ 206.16 | $ 652.93 | $ 61.63 | $ 90.63 | $ 1,509.69 |
| 2026 | 153.47 | 287.79 | 34.37 | 27.01 | 209.07 | 643.66 | 60.60 | 92.44 | 1,508.42 |
| 2027 | 157.98 | 283.00 | 33.61 | 27.55 | 217.78 | 634.25 | 59.56 | 94.29 | 1,508.01 |
| 2028 | 162.50 | 277.07 | 32.82 | 28.10 | 229.39 | 624.45 | 58.47 | 96.18 | 1,508.98 |
| 2029 | 167.01 | 270.98 | 32.00 | 28.67 | 241.01 | 614.12 | 57.32 | 98.10 | 1,509.21 |
| 2030 | 176.04 | 264.71 | 31.17 | 29.24 | 246.82 | 603.28 | 56.11 | 100.06 | 1,507.44 |
| 2031 | 180.55 | 258.11 | 30.29 | 29.82 | 261.34 | 592.17 | 54.88 | 102.07 | 1,509.23 |
| 2032 | 189.58 | 251.34 | 29.39 | 30.42 | 272.95 | 578.45 | 53.57 | 104.11 | 1,509.81 |
| 2033 | 198.61 | 243.52 | 28.44 | 31.03 | 284.57 | 564.12 | 52.21 | 106.19 | 1,508.68 |
| 2034 | 207.64 | 235.33 | 27.44 | 31.65 | 299.08 | 549.18 | 50.79 | 108.31 | 1,509.43 |
| 2035 | 216.66 | 226.76 | 26.41 | 32.28 | 313.60 | 533.48 | 49.29 | 110.48 | 1,508.97 |
| 2036 | 225.69 | 217.83 | 25.32 | 32.93 | 328.12 | 517.02 | 47.72 | 112.69 | 1,507.32 |
| 2037 | 234.72 | 208.52 | 24.19 | 33.59 | 345.54 | 499.79 | 46.08 | 114.94 | 1,507.38 |
| 2038 | 243.75 | 198.83 | 23.02 | 34.26 | 365.87 | 481.65 | 44.35 | 117.24 | 1,508.98 |
| 2039 | 252.77 | 188.78 | 21.80 | 34.94 | 386.20 | 462.44 | 42.53 | 119.59 | 1,509.05 |
| 2040 | 266.32 | 178.35 | 20.54 | 35.64 | 403.62 | 442.17 | 40.59 | 121.98 | 1,509.21 |
| 2041 | 275.34 | 167.37 | 19.21 | 36.36 | 426.85 | 420.98 | 38.58 | 124.42 | 1,509.09 |
| 2042 | 288.89 | 156.01 | 17.83 | 37.08 | 447.17 | 398.57 | 36.44 | 126.91 | 1,508.90 |
| 2043 | 302.43 | 143.37 | 16.39 | 37.82 | 470.40 | 375.09 | 34.21 | 129.44 | 1,509.15 |
| 2044 | 315.97 | 130.14 | 14.87 | 38.58 | 493.63 | 350.39 | 31.85 | 132.03 | 1,507.48 |
| 2045 | 329.51 | 116.32 | 13.29 | 39.35 | 522.67 | 323.24 | 29.39 | 134.67 | 1,508.45 |
| 2046 | 343.05 | 101.90 | 11.65 | 40.14 | 554.61 | 294.50 | 26.77 | 137.37 | 1,509.99 |
| 2047 | 361.11 | 86.89 | 9.93 | 40.94 | 580.75 | 263.99 | 24.00 | 140.11 | 1,507.72 |
| 2048 | 379.16 | 71.09 | 8.12 | 41.76 | 612.69 | 232.05 | 21.10 | 142.92 | 1,508.89 |
| 2049 | 397.22 | 54.50 | 6.23 | 42.60 | 644.63 | 198.35 | 18.03 | 145.77 | 1,507.34 |
| 2050 | 415.27 | 37.13 | 4.24 | 43.45 | 682.38 | 162.90 | 14.81 | 148.69 | 1,508.87 |
| 2051 | 433.33 | 18.96 | 2.17 | 44.32 | 720.13 | 125.37 | 11.40 | 151.66 | 1,507.33 |
| 2052 | - | - | - | - | 757.87 | 85.76 | 7.80 | 154.70 | 1,006.13 |
| 2053 | - | - | - | - | 801.43 | 44.08 | 4.01 | 157.79 | 1,007.31 |
| **Total** | **$ 7,019.02** | **$ 4,966.91** | **$ 579.83** | **$ 936.04** | **$ 12,326.33** | **$ 12,268.43** | **$ 1,134.08** | **$ 3,515.79** | **$ 42,746.42** |

[a] Interest is calculated at the actual rate of the Major Improvement Area PID Bonds.

[b] Interest is calculated at the actual rate of the Improvement Area #3 PID Bonds.

[c] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

# EXHIBIT T-6 – LOT TYPE 6 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO MANOR, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

**LOT TYPE 6 PRINCIPAL ASSESSMENT: $21,104.02**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Manor Heights Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____
SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

# ANNUAL INSTALLMENTS - LOT TYPE 6

| | Major Improvement Area Bonds | | | | Improvement Area #3 Bonds | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Installment Due 1/31 | Principal | Interest [a] | Additional Interest [c] | Annual Collection Costs | Principal | Interest [b] | Additional Interest [c] | Annual Collection Costs | Total Annual Installment |
| 2025 | $ 157.57 | $ 318.88 | $ 38.29 | $ 28.89 | $ 224.91 | $ 712.29 | $ 67.23 | $ 98.87 | $ 1,646.93 |
| 2026 | 167.42 | 313.95 | 37.50 | 29.47 | 228.07 | 702.17 | 66.11 | 100.85 | 1,645.54 |
| 2027 | 172.35 | 308.72 | 36.66 | 30.06 | 237.58 | 691.91 | 64.97 | 102.86 | 1,645.11 |
| 2028 | 177.27 | 302.26 | 35.80 | 30.66 | 250.25 | 681.22 | 63.78 | 104.92 | 1,646.16 |
| 2029 | 182.19 | 295.61 | 34.91 | 31.27 | 262.92 | 669.95 | 62.53 | 107.02 | 1,646.42 |
| 2030 | 192.04 | 288.78 | 34.00 | 31.90 | 269.25 | 658.12 | 61.22 | 109.16 | 1,644.48 |
| 2031 | 196.97 | 281.58 | 33.04 | 32.54 | 285.09 | 646.01 | 59.87 | 111.34 | 1,646.44 |
| 2032 | 206.82 | 274.19 | 32.06 | 33.19 | 297.76 | 631.04 | 58.44 | 113.57 | 1,647.07 |
| 2033 | 216.66 | 265.66 | 31.02 | 33.85 | 310.44 | 615.41 | 56.96 | 115.84 | 1,645.84 |
| 2034 | 226.51 | 256.72 | 29.94 | 34.53 | 326.27 | 599.11 | 55.40 | 118.16 | 1,646.65 |
| 2035 | 236.36 | 247.38 | 28.81 | 35.22 | 342.11 | 581.98 | 53.77 | 120.52 | 1,646.15 |
| 2036 | 246.21 | 237.63 | 27.62 | 35.92 | 357.95 | 564.02 | 52.06 | 122.93 | 1,644.35 |
| 2037 | 256.06 | 227.47 | 26.39 | 36.64 | 376.96 | 545.23 | 50.27 | 125.39 | 1,644.41 |
| 2038 | 265.91 | 216.91 | 25.11 | 37.37 | 399.13 | 525.44 | 48.39 | 127.90 | 1,646.16 |
| 2039 | 275.75 | 205.94 | 23.78 | 38.12 | 421.30 | 504.48 | 46.39 | 130.46 | 1,646.24 |
| 2040 | 290.53 | 194.57 | 22.41 | 38.88 | 440.31 | 482.36 | 44.28 | 133.07 | 1,646.41 |
| 2041 | 300.38 | 182.58 | 20.95 | 39.66 | 465.65 | 459.25 | 42.08 | 135.73 | 1,646.28 |
| 2042 | 315.15 | 170.19 | 19.45 | 40.45 | 487.83 | 434.80 | 39.75 | 138.44 | 1,646.07 |
| 2043 | 329.92 | 156.40 | 17.87 | 41.26 | 513.17 | 409.19 | 37.32 | 141.21 | 1,646.35 |
| 2044 | 344.69 | 141.97 | 16.23 | 42.09 | 538.51 | 382.25 | 34.75 | 144.04 | 1,644.52 |
| 2045 | 359.47 | 126.89 | 14.50 | 42.93 | 570.19 | 352.63 | 32.06 | 146.92 | 1,645.58 |
| 2046 | 374.24 | 111.16 | 12.70 | 43.79 | 605.03 | 321.27 | 29.21 | 149.85 | 1,647.26 |
| 2047 | 393.93 | 94.79 | 10.83 | 44.66 | 633.54 | 287.99 | 26.18 | 152.85 | 1,644.79 |
| 2048 | 413.63 | 77.56 | 8.86 | 45.56 | 668.39 | 253.15 | 23.01 | 155.91 | 1,646.06 |
| 2049 | 433.33 | 59.46 | 6.80 | 46.47 | 703.23 | 216.39 | 19.67 | 159.03 | 1,644.37 |
| 2050 | 453.03 | 40.50 | 4.63 | 47.40 | 744.41 | 177.71 | 16.16 | 162.21 | 1,646.04 |
| 2051 | 472.72 | 20.68 | 2.36 | 48.35 | 785.59 | 136.77 | 12.43 | 165.45 | 1,644.36 |
| 2052 | - | - | - | - | 826.77 | 93.56 | 8.51 | 168.76 | 1,097.60 |
| 2053 | - | - | - | - | 874.29 | 48.09 | 4.37 | 172.14 | 1,098.88 |
| **Total** | **$ 7,657.11** | **$ 5,418.45** | **$ 632.54** | **$ 1,021.13** | **$ 13,446.91** | **$ 13,383.74** | **$ 1,237.18** | **$ 3,835.40** | **$ 46,632.46** |

[a] Interest is calculated at the actual rate of the Major Improvement Area PID Bonds.
[b] Interest is calculated at the actual rate of the Improvement Area #3 PID Bonds.
[c] Additional Interest is calculated at the Additional Interest Rate.
*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

# EXHIBIT T-7 – LOT TYPE 7 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO MANOR, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

**LOT TYPE 7 PRINCIPAL ASSESSMENT: $17,153.77**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Manor Heights Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____
SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____
SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

# ANNUAL INSTALLMENTS - LOT TYPE 7

| | Major Improvement Area Bonds | | | | Improvement Area #4 Bonds | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Installment Due 1/31 | Principal | Interest [a] | Additional Interest [c] | Annual Collection Costs | Principal | Interest [b] | Capitalized Interest | Additional Interest [c] | Annual Collection Costs | Total Annual Installment |
| 2025 | $ 135.87 | $ 274.95 | $ 33.01 | $ 24.91 | $ - | $ 861.71 | $ (861.71) | $ - | $ - | $ 468.74 |
| 2026 | 144.36 | 270.70 | 32.33 | 25.41 | 122.79 | 646.28 | - | 52.76 | 64.96 | 1,359.59 |
| 2027 | 148.60 | 266.19 | 31.61 | 25.92 | 131.11 | 638.76 | - | 52.14 | 66.26 | 1,360.60 |
| 2028 | 152.85 | 260.62 | 30.87 | 26.44 | 139.44 | 630.73 | - | 51.49 | 67.58 | 1,360.01 |
| 2029 | 157.10 | 254.89 | 30.10 | 26.96 | 149.84 | 622.19 | - | 50.79 | 68.93 | 1,360.81 |
| 2030 | 165.59 | 249.00 | 29.32 | 27.50 | 156.09 | 613.01 | - | 50.04 | 70.31 | 1,360.86 |
| 2031 | 169.83 | 242.79 | 28.49 | 28.05 | 166.49 | 603.45 | - | 49.26 | 71.72 | 1,360.09 |
| 2032 | 178.32 | 236.42 | 27.64 | 28.61 | 174.82 | 593.25 | - | 48.43 | 73.15 | 1,360.65 |
| 2033 | 186.82 | 229.06 | 26.75 | 29.19 | 183.14 | 582.54 | - | 47.55 | 74.62 | 1,359.67 |
| 2034 | 195.31 | 221.36 | 25.81 | 29.77 | 193.55 | 571.33 | - | 46.64 | 76.11 | 1,359.87 |
| 2035 | 203.80 | 213.30 | 24.84 | 30.37 | 203.95 | 559.47 | - | 45.67 | 77.63 | 1,359.03 |
| 2036 | 212.29 | 204.89 | 23.82 | 30.97 | 216.44 | 546.98 | - | 44.65 | 79.18 | 1,359.23 |
| 2037 | 220.78 | 196.14 | 22.76 | 31.59 | 231.01 | 533.72 | - | 43.57 | 80.77 | 1,360.34 |
| 2038 | 229.27 | 187.03 | 21.65 | 32.22 | 245.58 | 519.57 | - | 42.41 | 82.38 | 1,360.13 |
| 2039 | 237.77 | 177.57 | 20.51 | 32.87 | 260.15 | 504.53 | - | 41.19 | 84.03 | 1,358.61 |
| 2040 | 250.50 | 167.76 | 19.32 | 33.53 | 274.71 | 488.60 | - | 39.89 | 85.71 | 1,360.02 |
| 2041 | 259.00 | 157.43 | 18.07 | 34.20 | 293.44 | 471.77 | - | 38.51 | 87.42 | 1,359.84 |
| 2042 | 271.73 | 146.75 | 16.77 | 34.88 | 310.09 | 453.80 | - | 37.04 | 89.17 | 1,360.24 |
| 2043 | 284.47 | 134.86 | 15.41 | 35.58 | 328.82 | 434.80 | - | 35.49 | 90.96 | 1,360.40 |
| 2044 | 297.21 | 122.41 | 13.99 | 36.29 | 347.55 | 414.66 | - | 33.85 | 92.78 | 1,358.75 |
| 2045 | 309.95 | 109.41 | 12.50 | 37.02 | 370.45 | 393.38 | - | 32.11 | 94.63 | 1,359.44 |
| 2046 | 322.68 | 95.85 | 10.95 | 37.76 | 393.34 | 370.69 | - | 30.26 | 96.52 | 1,358.05 |
| 2047 | 339.67 | 81.73 | 9.34 | 38.51 | 416.23 | 346.59 | - | 28.29 | 98.45 | 1,358.83 |
| 2048 | 356.65 | 66.87 | 7.64 | 39.28 | 441.21 | 321.10 | - | 26.21 | 100.42 | 1,359.39 |
| 2049 | 373.63 | 51.27 | 5.86 | 40.07 | 468.26 | 294.08 | - | 24.01 | 102.43 | 1,359.60 |
| 2050 | 390.62 | 34.92 | 3.99 | 40.87 | 497.40 | 265.40 | - | 21.66 | 104.48 | 1,359.34 |
| 2051 | 407.60 | 17.83 | 2.04 | 41.69 | 528.62 | 234.93 | - | 19.18 | 106.57 | 1,358.45 |
| 2052 | - | - | - | - | 1,034.34 | 202.55 | - | 16.53 | 108.70 | 1,362.13 |
| 2053 | - | - | - | - | 1,100.94 | 139.20 | - | 11.36 | 110.87 | 1,362.37 |
| 2054 | - | - | - | - | 1,171.70 | 71.77 | - | 5.86 | 113.09 | 1,362.41 |
| **Total** | **$ 6,602.26** | **$ 4,672.00** | **$ 545.40** | **$ 880.46** | **$ 10,551.51** | **$ 13,930.84** | **$ (861.71)** | **$ 1,066.87** | **$ 2,519.84** | **$ 39,907.47** |

[a] Interest is calculated at the actual rate of the Major Improvement Area PID Bonds.
[b] Interest is calculated at a rate of 6.125% for illustrative purposes.
[c] Additional Interest is calculated at the Additional Interest Rate.
*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

# EXHIBIT T-8 – LOT TYPE 8 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO MANOR, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

**LOT TYPE 8 PRINCIPAL ASSESSMENT: $18,869.15**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Manor Heights Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

# ANNUAL INSTALLMENTS - LOT TYPE 8

| | Major Improvement Area Bonds | | | | Improvement Area #4 Bonds | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Installment Due 1/31 | Principal | Interest [a] | Additional Interest [c] | Annual Collection Costs | Principal | Interest [b] | Capitalized Interest | Additional Interest [c] | Annual Collection Costs | Total Annual Installment |
| 2025 | $ 149.45 | $ 302.44 | $ 36.31 | $ 27.40 | $ - | $ 947.88 | $ (947.88) | $ - | $ - | $ 515.61 |
| 2026 | 158.79 | 297.77 | 35.57 | 27.95 | 135.07 | 710.91 | - | 58.03 | 71.45 | 1,495.54 |
| 2027 | 163.46 | 292.81 | 34.77 | 28.51 | 144.22 | 702.64 | - | 57.36 | 72.88 | 1,496.66 |
| 2028 | 168.13 | 286.68 | 33.95 | 29.08 | 153.38 | 693.80 | - | 56.64 | 74.34 | 1,496.01 |
| 2029 | 172.81 | 280.38 | 33.11 | 29.66 | 164.83 | 684.41 | - | 55.87 | 75.83 | 1,496.89 |
| 2030 | 182.15 | 273.90 | 32.25 | 30.25 | 171.70 | 674.31 | - | 55.05 | 77.34 | 1,496.94 |
| 2031 | 186.82 | 267.07 | 31.34 | 30.86 | 183.14 | 663.79 | - | 54.19 | 78.89 | 1,496.09 |
| 2032 | 196.16 | 260.06 | 30.40 | 31.48 | 192.30 | 652.58 | - | 53.27 | 80.47 | 1,496.71 |
| 2033 | 205.50 | 251.97 | 29.42 | 32.11 | 201.46 | 640.80 | - | 52.31 | 82.08 | 1,495.64 |
| 2034 | 214.84 | 243.49 | 28.40 | 32.75 | 212.90 | 628.46 | - | 51.30 | 83.72 | 1,495.86 |
| 2035 | 224.18 | 234.63 | 27.32 | 33.40 | 224.35 | 615.42 | - | 50.24 | 85.39 | 1,494.93 |
| 2036 | 233.52 | 225.38 | 26.20 | 34.07 | 238.09 | 601.68 | - | 49.12 | 87.10 | 1,495.16 |
| 2037 | 242.86 | 215.75 | 25.03 | 34.75 | 254.11 | 587.09 | - | 47.93 | 88.84 | 1,496.37 |
| 2038 | 252.20 | 205.73 | 23.82 | 35.45 | 270.14 | 571.53 | - | 46.66 | 90.62 | 1,496.14 |
| 2039 | 261.54 | 195.33 | 22.56 | 36.16 | 286.16 | 554.98 | - | 45.30 | 92.43 | 1,494.47 |
| 2040 | 275.55 | 184.54 | 21.25 | 36.88 | 302.19 | 537.46 | - | 43.87 | 94.28 | 1,496.02 |
| 2041 | 284.90 | 173.17 | 19.87 | 37.62 | 322.79 | 518.95 | - | 42.36 | 96.17 | 1,495.82 |
| 2042 | 298.91 | 161.42 | 18.45 | 38.37 | 341.10 | 499.18 | - | 40.75 | 98.09 | 1,496.26 |
| 2043 | 312.92 | 148.34 | 16.95 | 39.14 | 361.71 | 478.29 | - | 39.04 | 100.05 | 1,496.44 |
| 2044 | 326.93 | 134.65 | 15.39 | 39.92 | 382.31 | 456.13 | - | 37.24 | 102.05 | 1,494.62 |
| 2045 | 340.94 | 120.35 | 13.75 | 40.72 | 407.49 | 432.71 | - | 35.32 | 104.09 | 1,495.39 |
| 2046 | 354.95 | 105.43 | 12.05 | 41.53 | 432.67 | 407.76 | - | 33.29 | 106.18 | 1,493.86 |
| 2047 | 373.63 | 89.91 | 10.27 | 42.36 | 457.86 | 381.25 | - | 31.12 | 108.30 | 1,494.71 |
| 2048 | 392.31 | 73.56 | 8.41 | 43.21 | 485.33 | 353.21 | - | 28.83 | 110.46 | 1,495.33 |
| 2049 | 411.00 | 56.40 | 6.45 | 44.07 | 515.09 | 323.48 | - | 26.41 | 112.67 | 1,495.56 |
| 2050 | 429.68 | 38.41 | 4.39 | 44.96 | 547.14 | 291.93 | - | 23.83 | 114.93 | 1,495.27 |
| 2051 | 448.36 | 19.62 | 2.24 | 45.86 | 581.48 | 258.42 | - | 21.10 | 117.23 | 1,494.29 |
| 2052 | - | - | - | - | 1,137.77 | 222.81 | - | 18.19 | 119.57 | 1,498.34 |
| 2053 | - | - | - | - | 1,211.03 | 153.12 | - | 12.50 | 121.96 | 1,498.61 |
| 2054 | - | - | - | - | 1,288.87 | 78.94 | - | 6.44 | 124.40 | 1,498.65 |
| **Total** | **$ 7,262.49** | **$ 5,139.20** | **$ 599.94** | **$ 968.51** | **$ 11,606.66** | **$ 15,323.92** | **$ (947.88)** | **$ 1,173.55** | **$ 2,771.82** | **$ 43,898.21** |

[a] Interest is calculated at the actual rate of the Major Improvement Area PID Bonds.
[b] Interest is calculated at a rate of 6.125% for illustrative purposes.
[c] Additional Interest is calculated at the Additional Interest Rate.
*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

# EXHIBIT T-9 – LOT TYPE 9 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO MANOR, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

**LOT TYPE 9 PRINCIPAL ASSESSMENT: $20,584.52**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Manor Heights Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

# ANNUAL INSTALLMENTS - LOT TYPE 9

| | Major Improvement Area Bonds | | | | Improvement Area #4 Bonds | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Installment Due 1/31 | Principal | Interest [a] | Additional Interest [c] | Annual Collection Costs | Principal | Interest [b] | Capitalized Interest | Additional Interest [c] | Annual Collection Costs | Total Annual Installment |
| 2025 | $ 163.04 | $ 329.94 | $ 39.61 | $ 29.89 | $ - | $ 1,034.05 | $ (1,034.05) | $ - | $ - | $ 562.49 |
| 2026 | 173.23 | 324.84 | 38.80 | 30.49 | 147.35 | 775.54 | - | 63.31 | 77.95 | 1,631.50 |
| 2027 | 178.32 | 319.43 | 37.93 | 31.10 | 157.34 | 766.51 | - | 62.57 | 79.51 | 1,632.72 |
| 2028 | 183.42 | 312.74 | 37.04 | 31.72 | 167.33 | 756.87 | - | 61.79 | 81.10 | 1,632.01 |
| 2029 | 188.51 | 305.87 | 36.12 | 32.36 | 179.81 | 746.63 | - | 60.95 | 82.72 | 1,632.97 |
| 2030 | 198.70 | 298.80 | 35.18 | 33.00 | 187.30 | 735.61 | - | 60.05 | 84.37 | 1,633.03 |
| 2031 | 203.80 | 291.34 | 34.19 | 33.66 | 199.79 | 724.14 | - | 59.11 | 86.06 | 1,632.10 |
| 2032 | 213.99 | 283.70 | 33.17 | 34.34 | 209.78 | 711.90 | - | 58.11 | 87.78 | 1,632.78 |
| 2033 | 224.18 | 274.87 | 32.10 | 35.02 | 219.77 | 699.05 | - | 57.07 | 89.54 | 1,631.61 |
| 2034 | 234.37 | 265.63 | 30.98 | 35.73 | 232.26 | 685.59 | - | 55.97 | 91.33 | 1,631.85 |
| 2035 | 244.56 | 255.96 | 29.81 | 36.44 | 244.75 | 671.37 | - | 54.81 | 93.16 | 1,630.84 |
| 2036 | 254.75 | 245.87 | 28.58 | 37.17 | 259.73 | 656.38 | - | 53.58 | 95.02 | 1,631.08 |
| 2037 | 264.94 | 235.36 | 27.31 | 37.91 | 277.21 | 640.47 | - | 52.28 | 96.92 | 1,632.40 |
| 2038 | 275.13 | 224.43 | 25.98 | 38.67 | 294.69 | 623.49 | - | 50.90 | 98.86 | 1,632.15 |
| 2039 | 285.32 | 213.09 | 24.61 | 39.44 | 312.17 | 605.44 | - | 49.42 | 100.84 | 1,630.33 |
| 2040 | 300.60 | 201.32 | 23.18 | 40.23 | 329.66 | 586.32 | - | 47.86 | 102.85 | 1,632.02 |
| 2041 | 310.79 | 188.92 | 21.68 | 41.04 | 352.13 | 566.13 | - | 46.21 | 104.91 | 1,631.81 |
| 2042 | 326.08 | 176.10 | 20.13 | 41.86 | 372.11 | 544.56 | - | 44.45 | 107.01 | 1,632.29 |
| 2043 | 341.36 | 161.83 | 18.49 | 42.69 | 394.59 | 521.77 | - | 42.59 | 109.15 | 1,632.48 |
| 2044 | 356.65 | 146.90 | 16.79 | 43.55 | 417.07 | 497.60 | - | 40.62 | 111.33 | 1,630.49 |
| 2045 | 371.93 | 131.29 | 15.00 | 44.42 | 444.54 | 472.05 | - | 38.53 | 113.56 | 1,631.33 |
| 2046 | 387.22 | 115.02 | 13.15 | 45.31 | 472.01 | 444.82 | - | 36.31 | 115.83 | 1,629.66 |
| 2047 | 407.60 | 98.08 | 11.21 | 46.21 | 499.48 | 415.91 | - | 33.95 | 118.14 | 1,630.59 |
| 2048 | 427.98 | 80.25 | 9.17 | 47.14 | 529.45 | 385.32 | - | 31.45 | 120.51 | 1,631.27 |
| 2049 | 448.36 | 61.52 | 7.03 | 48.08 | 561.91 | 352.89 | - | 28.81 | 122.92 | 1,631.53 |
| 2050 | 468.74 | 41.91 | 4.79 | 49.04 | 596.88 | 318.47 | - | 26.00 | 125.38 | 1,631.20 |
| 2051 | 489.12 | 21.40 | 2.45 | 50.02 | 634.34 | 281.92 | - | 23.01 | 127.88 | 1,630.14 |
| 2052 | - | - | - | - | 1,241.21 | 243.06 | - | 19.84 | 130.44 | 1,634.55 |
| 2053 | - | - | - | - | 1,321.12 | 167.04 | - | 13.64 | 133.05 | 1,634.85 |
| 2054 | - | - | - | - | 1,406.04 | 86.12 | - | 7.03 | 135.71 | 1,634.90 |
| **Total** | **$ 7,922.71** | **$ 5,606.40** | **$ 654.48** | **$ 1,056.55** | **$ 12,661.81** | **$ 16,717.01** | **$ (1,034.05)** | **$ 1,280.24** | **$ 3,023.81** | **$ 47,888.96** |

[a] Interest is calculated at the actual rate of the Major Improvement Area PID Bonds.
[b] Interest is calculated at a rate of 6.125% for illustrative purposes.
[c] Additional Interest is calculated at the Additional Interest Rate.
*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

# EXHIBIT T-10 – LOT TYPE 10 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO MANOR, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

**LOT TYPE 10 PRINCIPAL ASSESSMENT: $12,762.47**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Manor Heights Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____
SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

# ANNUAL INSTALLMENTS - LOT TYPE 10

| | Major Improvement Area Bonds | | | | Improvement Area #3 Bonds | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Installment Due 1/31 | Principal | Interest [a] | Additional Interest [c] | Annual Collection Costs | Principal | Interest [b] | Additional Interest [c] | Annual Collection Costs | Total Annual Installment |
| 2025 | $ 95.29 | $ 192.84 | $ 23.15 | $ 17.47 | $ 136.01 | $ 430.75 | $ 40.66 | $ 59.79 | $ 995.97 |
| 2026 | 101.25 | 189.86 | 22.68 | 17.82 | 137.93 | 424.63 | 39.98 | 60.99 | 995.13 |
| 2027 | 104.23 | 186.70 | 22.17 | 18.18 | 143.67 | 418.42 | 39.29 | 62.21 | 994.86 |
| 2028 | 107.20 | 182.79 | 21.65 | 18.54 | 151.34 | 411.96 | 38.57 | 63.45 | 995.50 |
| 2029 | 110.18 | 178.77 | 21.11 | 18.91 | 159.00 | 405.15 | 37.81 | 64.72 | 995.66 |
| 2030 | 116.14 | 174.64 | 20.56 | 19.29 | 162.83 | 397.99 | 37.02 | 66.01 | 994.48 |
| 2031 | 119.11 | 170.28 | 19.98 | 19.68 | 172.41 | 390.67 | 36.21 | 67.33 | 995.67 |
| 2032 | 125.07 | 165.81 | 19.39 | 20.07 | 180.07 | 381.62 | 35.34 | 68.68 | 996.05 |
| 2033 | 131.03 | 160.66 | 18.76 | 20.47 | 187.73 | 372.16 | 34.44 | 70.05 | 995.30 |
| 2034 | 136.98 | 155.25 | 18.11 | 20.88 | 197.31 | 362.31 | 33.50 | 71.46 | 995.79 |
| 2035 | 142.94 | 149.60 | 17.42 | 21.30 | 206.89 | 351.95 | 32.52 | 72.88 | 995.49 |
| 2036 | 148.89 | 143.70 | 16.71 | 21.72 | 216.47 | 341.08 | 31.48 | 74.34 | 994.41 |
| 2037 | 154.85 | 137.56 | 15.96 | 22.16 | 227.96 | 329.72 | 30.40 | 75.83 | 994.44 |
| 2038 | 160.80 | 131.17 | 15.19 | 22.60 | 241.37 | 317.75 | 29.26 | 77.35 | 995.50 |
| 2039 | 166.76 | 124.54 | 14.38 | 23.05 | 254.78 | 305.08 | 28.05 | 78.89 | 995.55 |
| 2040 | 175.69 | 117.66 | 13.55 | 23.51 | 266.27 | 291.70 | 26.78 | 80.47 | 995.65 |
| 2041 | 181.65 | 110.42 | 12.67 | 23.98 | 281.60 | 277.72 | 25.45 | 82.08 | 995.57 |
| 2042 | 190.58 | 102.92 | 11.76 | 24.46 | 295.01 | 262.94 | 24.04 | 83.72 | 995.45 |
| 2043 | 199.52 | 94.58 | 10.81 | 24.95 | 310.33 | 247.45 | 22.57 | 85.40 | 995.61 |
| 2044 | 208.45 | 85.86 | 9.81 | 25.45 | 325.66 | 231.16 | 21.01 | 87.10 | 994.51 |
| 2045 | 217.38 | 76.74 | 8.77 | 25.96 | 344.82 | 213.25 | 19.39 | 88.85 | 995.15 |
| 2046 | 226.32 | 67.23 | 7.68 | 26.48 | 365.89 | 194.28 | 17.66 | 90.62 | 996.16 |
| 2047 | 238.23 | 57.32 | 6.55 | 27.01 | 383.13 | 174.16 | 15.83 | 92.44 | 994.67 |
| 2048 | 250.14 | 46.90 | 5.36 | 27.55 | 404.20 | 153.09 | 13.92 | 94.28 | 995.44 |
| 2049 | 262.05 | 35.96 | 4.11 | 28.10 | 425.27 | 130.86 | 11.90 | 96.17 | 994.42 |
| 2050 | 273.96 | 24.49 | 2.80 | 28.66 | 450.18 | 107.47 | 9.77 | 98.09 | 995.43 |
| 2051 | 285.87 | 12.51 | 1.43 | 29.24 | 475.08 | 82.71 | 7.52 | 100.06 | 994.41 |
| 2052 | - | - | - | - | 499.98 | 56.58 | 5.14 | 102.06 | 663.76 |
| 2053 | - | - | - | - | 528.72 | 29.08 | 2.64 | 104.10 | 664.54 |
| **Total** | **$ 4,630.57** | **$ 3,276.76** | **$ 382.52** | **$ 617.52** | **$ 8,131.90** | **$ 8,093.70** | **$ 748.17** | **$ 2,319.43** | **$ 28,200.57** |

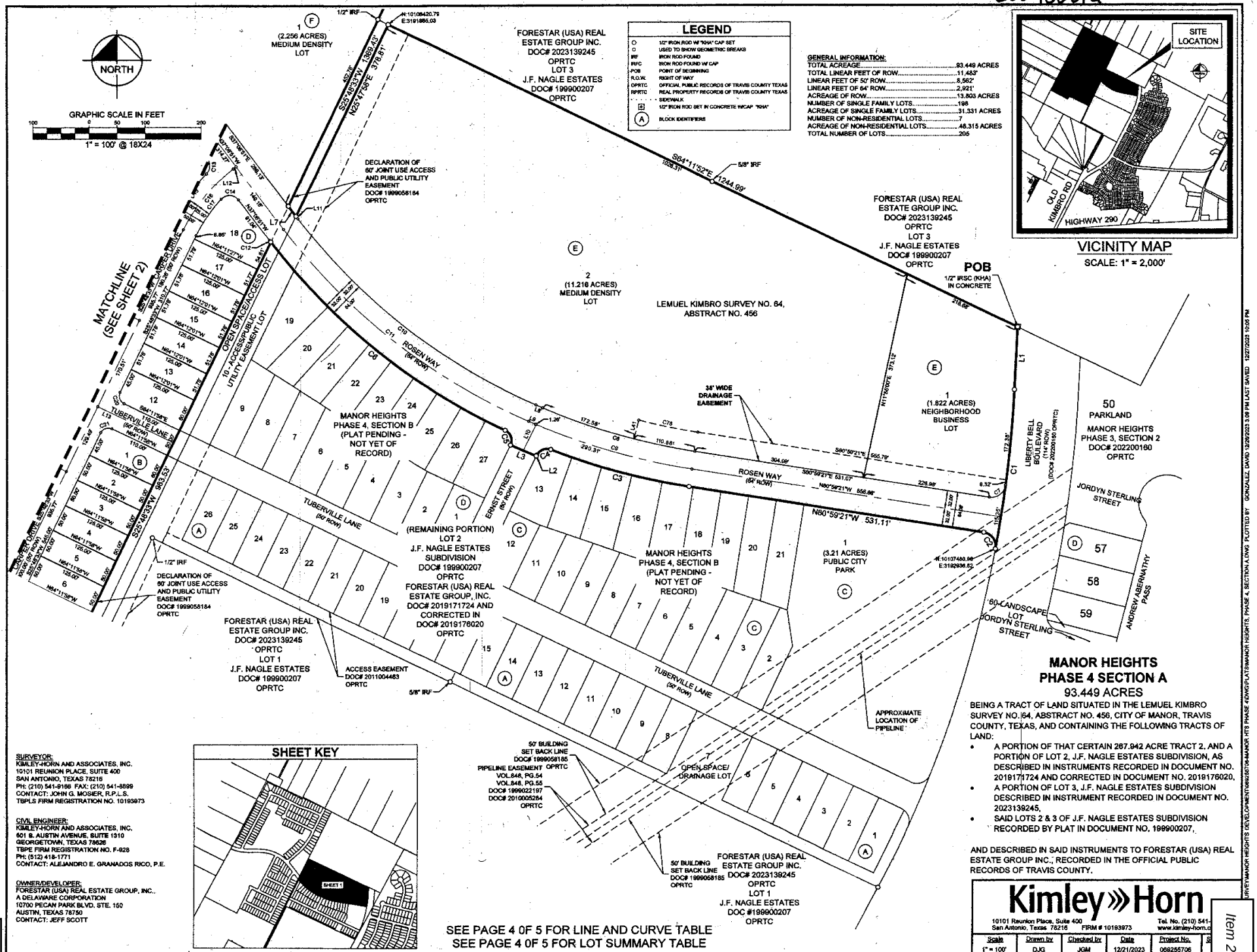
[a] Interest is calculated at the actual rate of the Major Improvement Area PID Bonds.
[b] Interest is calculated at the actual rate of the Improvement Area #3 PID Bonds.
[c] Additional Interest is calculated at the Additional Interest Rate.
*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

## EXHIBIT U – IMPROVEMENT AREA #3 ENGINEERING REPORT

## EXHIBIT V - IMPROVEMENT AREA #4 ENGINEERING REPORT

# PLATS AND PRELIMINARY PLATS – 456 LOTS

2024000016




## MANOR HEIGHTS PHASE 4 SECTION A

93.449 ACRES

BEING A TRACT OF LAND SITUATED IN THE LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND CONTAINING THE FOLLOWING TRACTS OF LAND:

- A PORTION OF THAT CERTAIN 287.942 ACRE TRACT 2, AND A PORTION OF LOT 2, J.F. NAGLE ESTATES SUBDIVISION, AS DESCRIBED IN INSTRUMENTS RECORDED IN DOCUMENT NO. 2019171724 AND CORRECTED IN DOCUMENT NO. 2019176020,
- A PORTION OF LOT 3, J.F. NAGLE ESTATES SUBDIVISION DESCRIBED IN INSTRUMENT RECORDED IN DOCUMENT NO. 2023139245,
- SAID LOTS 2 & 3 OF J.F. NAGLE ESTATES SUBDIVISION RECORDED BY PLAT IN DOCUMENT NO. 199900207,

AND DESCRIBED IN SAID INSTRUMENTS TO FORESTAR (USA) REAL ESTATE GROUP INC., RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

SEE PAGE 4 0F 5 FOR LINE AND CURVE TABLE
SEE PAGE 4 0F 5 FOR LOT SUMMARY TABLE

SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
10101 REUNION PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216
PH: (210) 541-9166 FAX: (210) 541-8899
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
501 S. AUSTIN AVENUE, SUITE 1310
GEORGETOWN, TEXAS 78626
TBPE FIRM REGISTRATION NO. F-928
PH: (512) 418-1771
CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

OWNER/DEVELOPER:
FORESTAR (USA) REAL ESTATE GROUP, INC.,
A DELAWARE CORPORATION
10700 PECAN PARK BLVD. STE. 150
AUSTIN, TEXAS 78750
CONTACT: JEFF SCOTT

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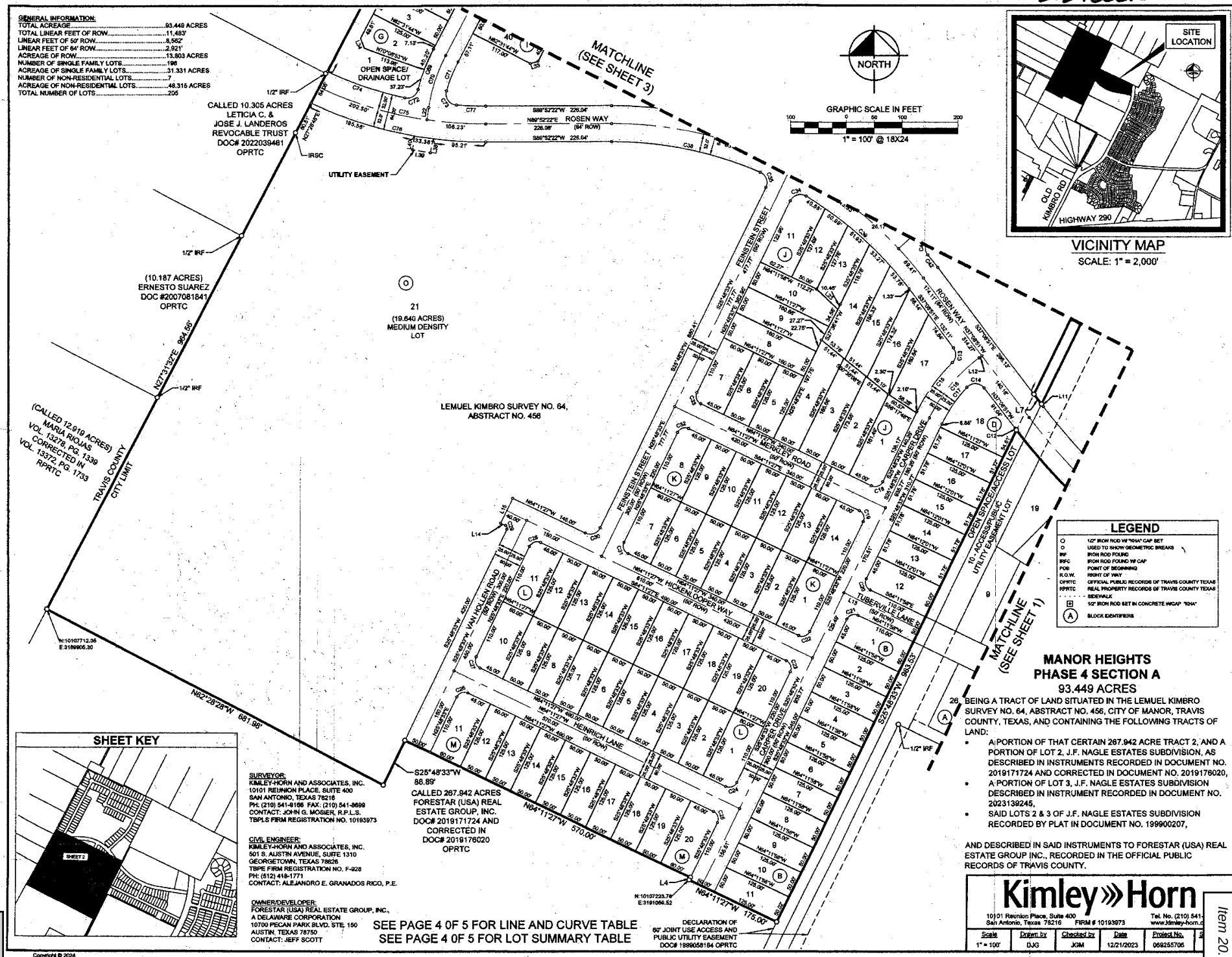
Kimley-Horn and Associates, Inc.
All rights reserved

Kimley»Horn
10101 Reunion Place, Suite 400 Tel. No. (210) 541-
San Antonio, Texas 78216 FIRM # 10193973 www.kimley-horn.c

| Scale | Drawn by | Checked by | Date | Project No. |
|---|---|---|---|---|
| 1" = 100' | DJG | JGM | 12/21/2023 | 069255706 |

I:\SURVEY\MANOR HEIGHTS DEVELOPMENT\069255706\MANOR HTS PHASE 4\DWG\PLATS\MANOR HEIGHTS, PHASE 4, SECTION A.DWG PLOTTED BY: GONZALEZ, DAVID 12/28/2023 3:08 PM LAST SAVED: 12/27/2023 10:06 PM

2024000016


GENERAL INFORMATION:
TOTAL ACREAGE.....93.449 ACRES
TOTAL LINEAR FEET OF ROW.....11,483'
LINEAR FEET OF 50' ROW.....8,562'
LINEAR FEET OF 64' ROW.....2,921'
ACREAGE OF ROW.....13.803 ACRES
NUMBER OF SINGLE FAMILY LOTS.....198
ACREAGE OF SINGLE FAMILY LOTS.....31.331 ACRES
NUMBER OF NON-RESIDENTIAL LOTS.....7
ACREAGE OF NON-RESIDENTIAL LOTS.....48.315 ACRES
TOTAL NUMBER OF LOTS.....205
MATCHLINE (SEE SHEET 3)
NORTH
GRAPHIC SCALE IN FEET
1" = 100' @ 18X24
SITE LOCATION
OLD KIMBRO RD
HIGHWAY 290
VICINITY MAP
SCALE: 1" = 2,000'
1/2" IRF
CALLED 10.305 ACRES
LETICIA C. &
JOSE J. LANDEROS
REVOCABLE TRUST
DOC# 2022039461
OPRTC
IRSC
UTILITY EASEMENT
(10.187 ACRES)
ERNESTO SUAREZ
DOC #2007081841
OPRTC
N27°31'32"E 964.56'
(CALLED 12.919 ACRES)
MARIA RIOJAS
VOL. 13276, PG. 1339
CORRECTED IN
VOL. 13372, PG. 1733
RPRTC
TRAVIS COUNTY
CITY LIMIT
N:10107712.05
E:3189905.30
N62°28'28"W 681.98'
OPEN SPACE/
DRAINAGE LOT
21
(19.640 ACRES)
MEDIUM DENSITY
LOT
LEMUEL KIMBRO SURVEY NO. 64,
ABSTRACT NO. 456
ROSEN WAY
(64' ROW)
FERNSTEIN STREET
MERKEL ROAD
CARDER DRIVE
HICKENLOOPER WAY
VAN HOLEN ROAD
HEINRICH LANE
TUBERVILLE LANE
10' ACCESS/PUBLIC
UTILITY EASEMENT
OPEN SPACE/ACCESS LOT
MATCHLINE (SEE SHEET 1)
S25°48'33"W 983.53'
S25°48'33"W
88.89'
CALLED 267.942 ACRES
FORESTAR (USA) REAL
ESTATE GROUP, INC.
DOC# 2019171724 AND
CORRECTED IN
DOC# 2019176020
OPRTC
N64°11'27"W 570.00'
N64°11'27"W 175.00'
L4
N:10107223.78
E:3191056.52
DECLARATION OF
60' JOINT USE ACCESS AND
PUBLIC UTILITY EASEMENT
DOC# 1999058184 OPRTC
1/2" IRF
LEGEND
1/2" IRON ROD W/ "KHA" CAP SET
IRON ROD FOUND
IRON ROD FOUND W/ CAP
POINT OF BEGINNING
RIGHT OF WAY
OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS
REAL PROPERTY RECORDS OF TRAVIS COUNTY TEXAS
SIDEWALK
1/2" IRON ROD SET IN CONCRETE W/CAP "KHA"
BLOCK IDENTIFIERS
MANOR HEIGHTS
PHASE 4 SECTION A
93.449 ACRES
BEING A TRACT OF LAND SITUATED IN THE LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND CONTAINING THE FOLLOWING TRACTS OF LAND:
A PORTION OF THAT CERTAIN 267.942 ACRE TRACT 2, AND A PORTION OF LOT 2, J.F. NAGLE ESTATES SUBDIVISION, AS DESCRIBED IN INSTRUMENTS RECORDED IN DOCUMENT NO. 2019171724 AND CORRECTED IN DOCUMENT NO. 2019176020,
A PORTION OF LOT 3, J.F. NAGLE ESTATES SUBDIVISION DESCRIBED IN INSTRUMENT RECORDED IN DOCUMENT NO. 2023139245,
SAID LOTS 2 & 3 OF J.F. NAGLE ESTATES SUBDIVISION RECORDED BY PLAT IN DOCUMENT NO. 199900207,
AND DESCRIBED IN SAID INSTRUMENTS TO FORESTAR (USA) REAL ESTATE GROUP INC., RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.
SHEET KEY
SHEET 2
SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
10101 REUNION PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216
PH: (210) 541-9166 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973
CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
501 S. AUSTIN AVENUE, SUITE 1310
GEORGETOWN, TEXAS 78626
TBPE FIRM REGISTRATION NO. F-928
PH: (512) 418-1771
CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.
OWNER/DEVELOPER:
FORESTAR (USA) REAL ESTATE GROUP, INC.,
A DELAWARE CORPORATION
10700 PECAN PARK BLVD. STE. 150
AUSTIN, TEXAS 78750
CONTACT: JEFF SCOTT
SEE PAGE 4 0F 5 FOR LINE AND CURVE TABLE
SEE PAGE 4 0F 5 FOR LOT SUMMARY TABLE
Kimley»Horn
10101 Reunion Place, Suite 400
San Antonio, Texas 78216
FIRM # 10193973
Tel. No. (210) 541-
www.kimley-horn.c
Scale 1" = 100'
Drawn by DJG
Checked by JGM
Date 12/21/2023
Project No. 069255706
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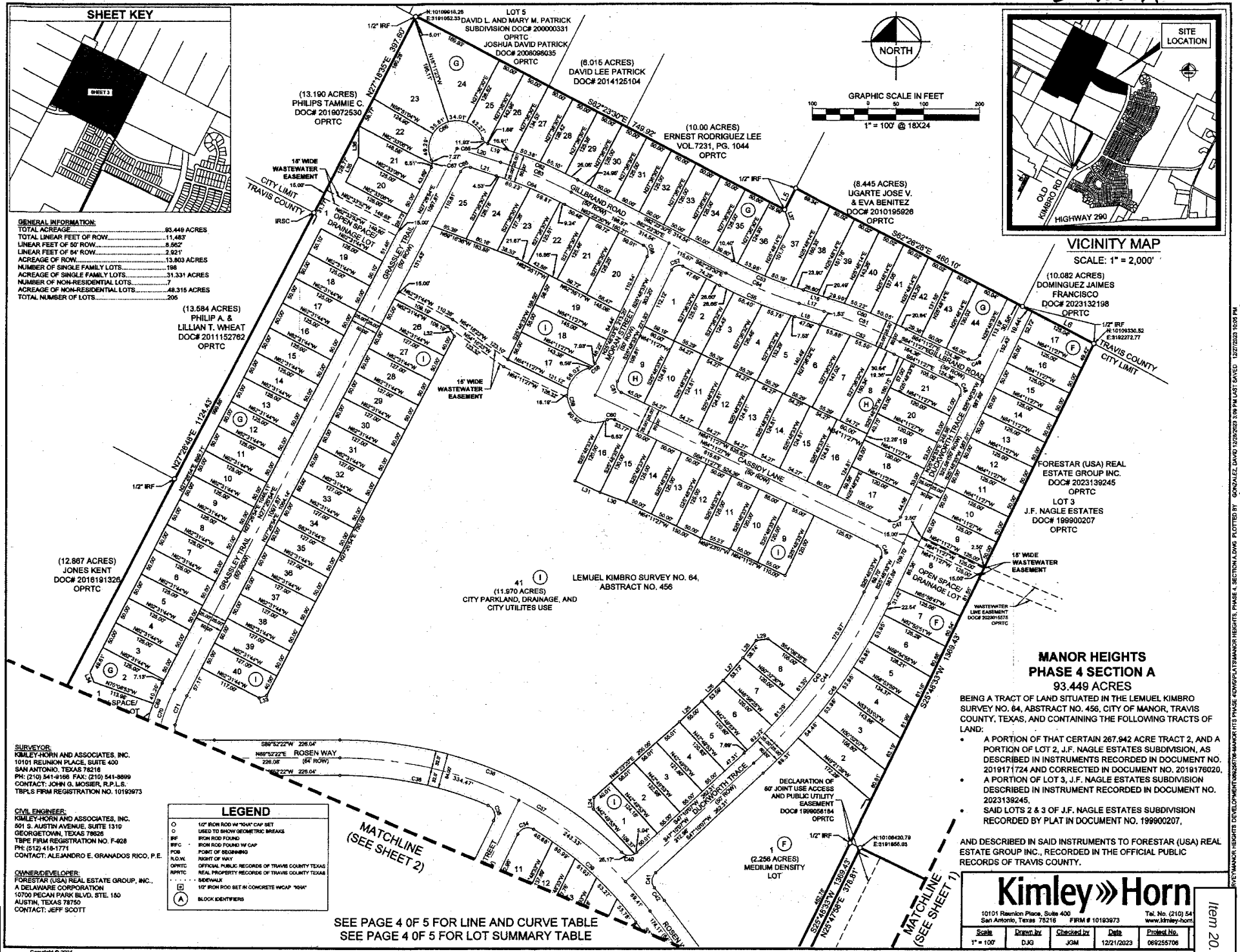
All rights reserved
RIVEY\MANOR HEIGHTS DEVELOPMENT\069255706-MANOR HTS PHASE 4\DWG\PLATS\MANOR HEIGHTS, PHASE 4, SECTION A.DWG PLOTTED BY GONZALEZ, DAVID 12/28/2023 3:06 PM LAST SAVED 12/27/2023 10:55 PM

2024000016




## MANOR HEIGHTS PHASE 4 SECTION A

93.449 ACRES

BEING A TRACT OF LAND SITUATED IN THE LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND CONTAINING THE FOLLOWING TRACTS OF LAND:

- A PORTION OF THAT CERTAIN 267.942 ACRE TRACT 2, AND A PORTION OF LOT 2, J.F. NAGLE ESTATES SUBDIVISION, AS DESCRIBED IN INSTRUMENTS RECORDED IN DOCUMENT NO. 2019171724 AND CORRECTED IN DOCUMENT NO. 2019176020,
- A PORTION OF LOT 3, J.F. NAGLE ESTATES SUBDIVISION DESCRIBED IN INSTRUMENT RECORDED IN DOCUMENT NO. 2023139245,
- SAID LOTS 2 & 3 OF J.F. NAGLE ESTATES SUBDIVISION RECORDED BY PLAT IN DOCUMENT NO. 199900207,

AND DESCRIBED IN SAID INSTRUMENTS TO FORESTAR (USA) REAL ESTATE GROUP INC., RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.


SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
10101 REUNION PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216
PH: (210) 541-9166 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
501 S. AUSTIN AVENUE, SUITE 1310
GEORGETOWN, TEXAS 78626
TBPE FIRM REGISTRATION NO. F-928
PH: (512) 418-1771
CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

OWNER/DEVELOPER:
FORESTAR (USA) REAL ESTATE GROUP, INC.,
A DELAWARE CORPORATION
10700 PECAN PARK BLVD. STE. 150
AUSTIN, TEXAS 78750
CONTACT: JEFF SCOTT


### LEGEND

| | |
|---|---|
| ○ | 1/2" IRON ROD W/ "KHA" CAP SET |
| ○ | USED TO SHOW GEOMETRIC BREAKS |
| IRF | IRON ROD FOUND |
| IRFC | IRON ROD FOUND W/ CAP |
| POB | POINT OF BEGINNING |
| R.O.W. | RIGHT OF WAY |
| OPRTC | OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS |
| RPRTC | REAL PROPERTY RECORDS OF TRAVIS COUNTY TEXAS |
| · · · · · | SIDEWALK |
| ⊡ | 1/2" IRON ROD SET IN CONCRETE W/CAP "KHA" |
| (A) | BLOCK IDENTIFIERS |

| Kimley»Horn | | | | |
|---|---|---|---|---|
| 10101 Reunion Place, Suite 400 San Antonio, Texas 78216 FIRM # 10193973 | | | | Tel. No. (210) 54 www.kimley-horn |
| Scale | Drawn by | Checked by | Date | Project No. |
| 1" = 100' | DJG | JGM | 12/21/2023 | 069255706 |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Item 20.



I:\MANOR\MANOR HEIGHTS\DEVELOPMENT\069255706-MANOR HTS PHASE 4\DWG\PLATS\MANOR HEIGHTS PHASE 4 SECTION A.DWG PLOTTED BY GONZALEZ, DAVID 12/28/2023 3:09 PM LAST SAVED 12/27/2023 10:05 PM

2024000116

| LOT TABLE | | |
|---|---|---|
| LOT NO. | ACRES | SQ. FT. |
| BLOCK B LOT 1 | 0.171 | 7,452 |
| BLOCK B LOT 2 | 0.143 | 6,250 |
| BLOCK B LOT 3 | 0.143 | 6,250 |
| BLOCK B LOT 4 | 0.143 | 6,250 |
| BLOCK B LOT 5 | 0.143 | 6,250 |
| BLOCK B LOT 6 | 0.143 | 6,250 |
| BLOCK B LOT 7 | 0.143 | 6,250 |
| BLOCK B LOT 8 | 0.143 | 6,250 |
| BLOCK B LOT 9 | 0.143 | 6,250 |
| BLOCK B LOT 10 | 0.143 | 6,250 |
| BLOCK B LOT 11 | 0.144 | 6,251 |
| BLOCK D LOT 12 | 0.171 | 7,452 |
| BLOCK D LOT 13 | 0.149 | 6,473 |
| BLOCK D LOT 14 | 0.149 | 6,473 |
| BLOCK D LOT 15 | 0.149 | 6,473 |
| BLOCK D LOT 16 | 0.149 | 6,473 |
| BLOCK D LOT 17 | 0.149 | 6,472 |
| BLOCK D LOT 18 | 0.228 | 9,946 |
| BLOCK E LOT 1 | 1.822 | 79,353 |
| BLOCK E LOT 2 | 11.216 | 488,590 |
| BLOCK F LOT 1 | 2.256 | 98,279 |
| BLOCK F LOT 2 | 0.214 | 9,303 |
| BLOCK F LOT 3 | 0.199 | 8,687 |
| BLOCK F LOT 4 | 0.184 | 7,997 |
| BLOCK F LOT 5 | 0.173 | 7,520 |
| BLOCK F LOT 6 | 0.166 | 7,244 |
| BLOCK F LOT 7 | 0.164 | 7,156 |
| BLOCK F LOT 8 | 0.290 | 12,620 |
| BLOCK F LOT 9 | 0.143 | 6,250 |
| BLOCK F LOT 10 | 0.143 | 6,250 |
| BLOCK F LOT 11 | 0.143 | 6,250 |
| BLOCK F LOT 12 | 0.143 | 6,250 |
| BLOCK F LOT 13 | 0.143 | 6,250 |
| BLOCK F LOT 14 | 0.143 | 6,250 |
| BLOCK F LOT 15 | 0.143 | 6,250 |
| BLOCK F LOT 16 | 0.143 | 6,250 |
| BLOCK F LOT 17 | 0.147 | 6,384 |
| BLOCK G LOT 1 | 1.121 | 48,817 |
| BLOCK G LOT 2 | 0.159 | 6,916 |
| BLOCK G LOT 3 | 0.143 | 6,250 |
| BLOCK G LOT 4 | 0.143 | 6,250 |

| LOT TABLE | | |
|---|---|---|
| LOT NO. | ACRES | SQ. FT. |
| BLOCK G LOT 5 | 0.143 | 6,250 |
| BLOCK G LOT 6 | 0.143 | 6,250 |
| BLOCK G LOT 7 | 0.143 | 6,250 |
| BLOCK G LOT 8 | 0.143 | 6,250 |
| BLOCK G LOT 9 | 0.143 | 6,250 |
| BLOCK G LOT 10 | 0.143 | 6,250 |
| BLOCK G LOT 11 | 0.143 | 6,250 |
| BLOCK G LOT 12 | 0.143 | 6,250 |
| BLOCK G LOT 13 | 0.143 | 6,250 |
| BLOCK G LOT 14 | 0.143 | 6,250 |
| BLOCK G LOT 15 | 0.143 | 6,250 |
| BLOCK G LOT 16 | 0.143 | 6,250 |
| BLOCK G LOT 17 | 0.143 | 6,250 |
| BLOCK G LOT 18 | 0.143 | 6,250 |
| BLOCK G LOT 19 | 0.144 | 6,263 |
| BLOCK G LOT 20 | 0.143 | 6,250 |
| BLOCK G LOT 21 | 0.158 | 6,871 |
| BLOCK G LOT 22 | 0.159 | 6,925 |
| BLOCK G LOT 23 | 0.301 | 13,125 |
| BLOCK G LOT 24 | 0.325 | 14,167 |
| BLOCK G LOT 25 | 0.152 | 6,619 |
| BLOCK G LOT 26 | 0.159 | 6,937 |
| BLOCK G LOT 27 | 0.151 | 6,561 |
| BLOCK G LOT 28 | 0.145 | 6,332 |
| BLOCK G LOT 29 | 0.144 | 6,253 |
| BLOCK G LOT 30 | 0.143 | 6,250 |
| BLOCK G LOT 31 | 0.143 | 6,250 |
| BLOCK G LOT 32 | 0.143 | 6,250 |
| BLOCK G LOT 33 | 0.143 | 6,250 |
| BLOCK G LOT 34 | 0.143 | 6,250 |
| BLOCK G LOT 35 | 0.143 | 6,250 |
| BLOCK G LOT 36 | 0.143 | 6,235 |
| BLOCK G LOT 37 | 0.212 | 9,239 |
| BLOCK G LOT 38 | 0.179 | 7,809 |
| BLOCK G LOT 39 | 0.169 | 7,389 |
| BLOCK G LOT 40 | 0.161 | 6,997 |
| BLOCK G LOT 41 | 0.155 | 6,748 |
| BLOCK G LOT 42 | 0.152 | 6,617 |
| BLOCK G LOT 43 | 0.150 | 6,540 |
| BLOCK G LOT 44 | 0.177 | 7,699 |
| BLOCK H LOT 1 | 0.177 | 7,694 |

| LOT TABLE | | |
|---|---|---|
| LOT NO. | ACRES | SQ. FT. |
| BLOCK H LOT 2 | 0.158 | 6,901 |
| BLOCK H LOT 3 | 0.159 | 6,915 |
| BLOCK H LOT 4 | 0.164 | 7,132 |
| BLOCK H LOT 5 | 0.173 | 7,536 |
| BLOCK H LOT 6 | 0.183 | 7,959 |
| BLOCK H LOT 7 | 0.189 | 8,230 |
| BLOCK H LOT 8 | 0.181 | 7,887 |
| BLOCK H LOT 9 | 0.171 | 7,440 |
| BLOCK H LOT 10 | 0.156 | 6,774 |
| BLOCK H LOT 11 | 0.156 | 6,774 |
| BLOCK H LOT 12 | 0.156 | 6,774 |
| BLOCK H LOT 13 | 0.156 | 6,774 |
| BLOCK H LOT 14 | 0.156 | 6,774 |
| BLOCK H LOT 15 | 0.156 | 6,774 |
| BLOCK H LOT 16 | 0.172 | 7,489 |
| BLOCK H LOT 17 | 0.163 | 7,099 |
| BLOCK H LOT 18 | 0.146 | 6,360 |
| BLOCK H LOT 19 | 0.146 | 6,360 |
| BLOCK H LOT 20 | 0.146 | 6,360 |
| BLOCK H LOT 21 | 0.156 | 6,792 |
| BLOCK I LOT 1 | 0.155 | 6,744 |
| BLOCK I LOT 2 | 0.156 | 6,796 |
| BLOCK I LOT 3 | 0.155 | 6,731 |
| BLOCK I LOT 4 | 0.153 | 6,667 |
| BLOCK I LOT 5 | 0.152 | 6,636 |
| BLOCK I LOT 6 | 0.160 | 6,982 |
| BLOCK I LOT 7 | 0.159 | 6,917 |
| BLOCK I LOT 8 | 0.156 | 6,806 |
| BLOCK I LOT 9 | 0.152 | 6,600 |
| BLOCK I LOT 10 | 0.152 | 6,600 |
| BLOCK I LOT 11 | 0.155 | 6,737 |
| BLOCK I LOT 12 | 0.143 | 6,250 |
| BLOCK I LOT 13 | 0.143 | 6,250 |
| BLOCK I LOT 14 | 0.143 | 6,250 |
| BLOCK I LOT 15 | 0.146 | 6,375 |
| BLOCK I LOT 16 | 0.148 | 6,460 |
| BLOCK I LOT 17 | 0.159 | 6,942 |
| BLOCK I LOT 18 | 0.183 | 7,971 |
| BLOCK I LOT 19 | 0.188 | 8,188 |
| BLOCK I LOT 20 | 0.190 | 8,278 |
| BLOCK I LOT 21 | 0.172 | 7,487 |

| LOT TABLE | | |
|---|---|---|
| LOT NO. | ACRES | SQ. FT. |
| BLOCK I LOT 22 | 0.172 | 7,499 |
| BLOCK I LOT 23 | 0.173 | 7,525 |
| BLOCK I LOT 24 | 0.175 | 7,610 |
| BLOCK I LOT 25 | 0.186 | 8,107 |
| BLOCK I LOT 26 | 0.144 | 6,261 |
| BLOCK I LOT 27 | 0.146 | 6,350 |
| BLOCK I LOT 28 | 0.146 | 6,350 |
| BLOCK I LOT 29 | 0.146 | 6,350 |
| BLOCK I LOT 30 | 0.146 | 6,350 |
| BLOCK I LOT 31 | 0.146 | 6,350 |
| BLOCK I LOT 32 | 0.146 | 6,350 |
| BLOCK I LOT 33 | 0.146 | 6,350 |
| BLOCK I LOT 34 | 0.146 | 6,350 |
| BLOCK I LOT 35 | 0.146 | 6,350 |
| BLOCK I LOT 36 | 0.146 | 6,350 |
| BLOCK I LOT 37 | 0.146 | 6,350 |
| BLOCK I LOT 38 | 0.146 | 6,350 |
| BLOCK I LOT 39 | 0.146 | 6,350 |
| BLOCK I LOT 40 | 0.145 | 6,300 |
| BLOCK I LOT 41 | 11.970 | 521,395 |
| BLOCK J LOT 1 | 0.216 | 9,391 |
| BLOCK J LOT 2 | 0.192 | 8,377 |
| BLOCK J LOT 3 | 0.206 | 8,961 |
| BLOCK J LOT 4 | 0.220 | 9,585 |
| BLOCK J LOT 5 | 0.143 | 6,250 |
| BLOCK J LOT 6 | 0.143 | 6,250 |
| BLOCK J LOT 7 | 0.171 | 7,452 |
| BLOCK J LOT 8 | 0.184 | 8,000 |
| BLOCK J LOT 9 | 0.184 | 8,012 |
| BLOCK J LOT 10 | 0.177 | 7,696 |
| BLOCK J LOT 11 | 0.200 | 8,717 |
| BLOCK J LOT 12 | 0.153 | 6,653 |
| BLOCK J LOT 13 | 0.148 | 6,443 |
| BLOCK J LOT 14 | 0.219 | 9,524 |
| BLOCK J LOT 15 | 0.207 | 9,012 |
| BLOCK J LOT 16 | 0.192 | 8,380 |
| BLOCK J LOT 17 | 0.224 | 9,756 |
| BLOCK K LOT 1 | 0.171 | 7,452 |
| BLOCK K LOT 2 | 0.143 | 6,250 |
| BLOCK K LOT 3 | 0.143 | 6,250 |
| BLOCK K LOT 4 | 0.143 | 6,250 |

| LOT TABLE | | |
|---|---|---|
| LOT NO. | ACRES | SQ. FT. |
| BLOCK K LOT 5 | 0.143 | 6,250 |
| BLOCK K LOT 6 | 0.143 | 6,250 |
| BLOCK K LOT 7 | 0.171 | 7,452 |
| BLOCK K LOT 8 | 0.171 | 7,452 |
| BLOCK K LOT 9 | 0.143 | 6,250 |
| BLOCK K LOT 10 | 0.143 | 6,250 |
| BLOCK K LOT 11 | 0.143 | 6,250 |
| BLOCK K LOT 12 | 0.143 | 6,250 |
| BLOCK K LOT 13 | 0.143 | 6,250 |
| BLOCK K LOT 14 | 0.171 | 7,452 |
| BLOCK L LOT 1 | 0.171 | 7,452 |
| BLOCK L LOT 2 | 0.143 | 6,250 |
| BLOCK L LOT 3 | 0.143 | 6,250 |
| BLOCK L LOT 4 | 0.143 | 6,250 |
| BLOCK L LOT 5 | 0.143 | 6,250 |
| BLOCK L LOT 6 | 0.143 | 6,250 |
| BLOCK L LOT 7 | 0.143 | 6,250 |
| BLOCK L LOT 8 | 0.143 | 6,250 |
| BLOCK L LOT 9 | 0.143 | 6,250 |
| BLOCK L LOT 10 | 0.171 | 7,452 |
| BLOCK L LOT 11 | 0.171 | 7,452 |
| BLOCK L LOT 12 | 0.143 | 6,250 |
| BLOCK L LOT 13 | 0.143 | 6,250 |
| BLOCK L LOT 14 | 0.143 | 6,250 |
| BLOCK L LOT 15 | 0.143 | 6,250 |
| BLOCK L LOT 16 | 0.143 | 6,250 |
| BLOCK L LOT 17 | 0.143 | 6,250 |
| BLOCK L LOT 18 | 0.143 | 6,250 |
| BLOCK L LOT 19 | 0.143 | 6,250 |
| BLOCK L LOT 20 | 0.171 | 7,452 |
| BLOCK M LOT 11 | 0.171 | 7,452 |
| BLOCK M LOT 12 | 0.143 | 6,250 |
| BLOCK M LOT 13 | 0.143 | 6,250 |
| BLOCK M LOT 14 | 0.143 | 6,250 |
| BLOCK M LOT 15 | 0.143 | 6,250 |
| BLOCK M LOT 16 | 0.143 | 6,250 |
| BLOCK M LOT 17 | 0.143 | 6,250 |
| BLOCK M LOT 18 | 0.143 | 6,250 |
| BLOCK M LOT 19 | 0.143 | 6,250 |
| BLOCK M LOT 20 | 0.171 | 7,452 |
| BLOCK O LOT 21 | 19.640 | 855,528 |

| LINE TABLE | | | LINE TABLE | | |
|---|---|---|---|---|---|
| NO. | BEARING | LENGTH | NO. | BEARING | LENGTH |
| L1 | S02°50'33"W | 112.50' | L22 | N08°34'04"E | 22.02' |
| L2 | S25°48'02"W | 1.84' | L23 | N46°53'30"W | 52.02' |
| L3 | N66°33'33"W | 50.04' | L24 | N02°10'07"E | 21.21' |
| L4 | N25°48'33"E | 5.51' | L25 | N47°10'07"E | 56.00' |
| L5 | N26°44'44"E | 43.64' | L26 | N45°29'43"E | 53.59' |
| L6 | S62°40'47"E | 144.48' | L27 | N41°15'32"E | 53.73' |
| L7 | S37°08'51"E | 22.53' | L28 | N37°39'26"E | 38.74' |
| L8 | S66°27'33"E | 13.08' | L29 | N81°46'24"E | 21.54' |
| L9 | S66°27'33"E | 13.08' | L30 | N69°54'06"W | 50.25' |
| L10 | S25°48'02"W | 52.32' | L31 | N65°00'04"W | 50.01' |
| L11 | S37°08'51"E | 5.61' | L32 | S33°13'23"E | 20.43' |
| L12 | S52°51'09"W | 6.33' | L33 | S72°26'54"W | 14.14' |
| L13 | S64°11'58"E | 150.00' | L34 | N21°20'19"W | 19.31' |
| L14 | S64°11'27"E | 10.00' | L35 | N27°26'54"E | 50.00' |
| L15 | S25°48'33"W | 50.00' | L36 | N00°56'06"E | 55.86' |
| L16 | S72°37'35"E | 47.09' | L37 | S17°23'30"E | 29.25' |
| L17 | S72°37'35"E | 47.09' | L38 | N11°01'43"E | 25.60' |
| L18 | S72°37'35"E | 47.09' | L39 | S79°32'09"E | 32.29' |
| L19 | S72°11'04"E | 32.12' | L40 | S06°34'04"W | 24.55' |
| L20 | N72°11'04"W | 82.79' | L41 | N14°10'42"E | 35.00' |
| L21 | N72°11'04"W | 49.07' | | | |

**A METES AND BOUNDS DESCRIPTION OF A 93.449 ACRE TRACT OF LAND**

BEING A 93.449 ACRE (4,070,642 SQUARE FEET) TRACT OF LAND SITUATED IN THE LEMUEL KIMBRO SURVEY NUMBER 64, ABSTRACT NUMBER 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND CONTAINING THE FOLLOWING TRACTS OF LAND:

- A PORTION OF THAT CERTAIN 267.942 ACRE TRACT 2, AND A PORTION OF LOT 2, J.F. NAGLE ESTATES SUBDIVISION, AS DESCRIBED IN INSTRUMENTS RECORDED IN DOCUMENT NO. 2019171724 AND CORRECTED IN DOCUMENT NUMBER 2019176020,
- A PORTION OF LOT 3, J.F. NAGLE ESTATES SUBDIVISION DESCRIBED IN INSTRUMENT RECORDED IN DOCUMENT NO. 2023139245,
- SAID LOT 2 & 3, OF THE J.F. NAGLE ESTATES SUBDIVISION RECORDED IN DOCUMENT NO. 199900207,

AND DESCRIBED IN SAID INSTRUMENTS TO FORESTAR (USA) REAL ESTATE GROUP INC., RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET IN CONCRETE FOR CORNER MARKING THE EASTERLY MOST NORTHEAST BOUNDARY CORNER OF LIBERTY BELL BOULEVARD (114' RIGHT- OF-WAY) OF MANOR HEIGHTS PHASE 3, SECTION 2 SUBDIVISION, PLAT OF WHICH IS RECORDED IN DOCUMENT NO. 202200160 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY;

THENCE, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID LIBERTY BELL, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. SOUTH 02°50'33" WEST, 112.50 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER;
2. IN A SOUTHERLY DIRECTION ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2143.05 FEET, A CHORD OF SOUTH 08°41'21" WEST, 267.52 FEET, A CENTRAL ANGLE OF 07°41'34", AND AN ARC LENGTH OF 267.74 FEET TO THE

THENCE, DEPARTING SAID LIBERTY BELL AND CROSSING INTO SAID LOT 2, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

1. IN A NORTHWESTERLY DIRECTION ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CHORD NORTH 35°13'36" WEST, 35.82 FEET, A CENTRAL ANGLE OF 91°31'26", AND AN ARC LENGTH OF 39.94 FEET TO A 1/2-INCH IRONROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER;
2. NORTH 80°59'21" WEST, 591.11 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER;
3. IN A WESTERLY DIRECTION ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1182.00 FEET, A CHORD NORTH 74°46'42" WEST, 255.64 FEET, A CENTRAL ANGLE OF 12°24'57", AND AN ARC LENGTH OF 256.14 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER;
4. IN A WESTERLY DIRECTION ALONG A REVERSE TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET, A CHORD SOUTH 68°36'54" WEST, 27.19 FEET, A CENTRAL ANGLE OF 85°37'45", AND AN ARC LENGTH OF 29.89 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER;
5. SOUTH 25°48'02" WEST, 1.84 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER;
6. NORTH 66°33'33" WEST, 50.04 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER;
7. IN A NORTHERLY DIRECTION ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET, A CHORD NORTH 19°30'56" WEST, 28.44 FEET, A CENTRAL ANGLE OF 90°37'54", AND AN ARC LENGTH OF 31.64 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER;
8. IN A NORTHWESTERLY DIRECTION ALONG A REVERSE TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1132.00 FEET, A CHORD NORTH 51°06'14" WEST, 537.26 FEET, A CENTRAL ANGLE OF 27°27'17", AND AN ARC LENGTH OF 542.42 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER ON THE WESTERLY BOUNDARY LINE OF LOT 3 OF SAID J.F. NAGLE ESTATES SUBDIVISION.

THENCE, SOUTH 25°48'33" WEST, 983.83 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP STAMPED "KHA" SET FOR CORNER SET ALONG THE WESTERLY BOUNDARY LINE OF SAID LOT 3.

THENCE, DEPARTING SAID LOT 3, AND CROSSING SAID 267.942 ACRE TRACT, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

1. NORTH 64°11'27" WEST, 178.00 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER;
2. NORTH 25°48'33" EAST, 5.51 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER;
3. NORTH 64°11'27" WEST, 670.00 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER;
4. SOUTH 25°48'33" WEST, 88.89 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER;
5. NORTH 62°29'28" WEST, 681.88 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET ON EASTERLY BOUNDARY LINE OF A 12.919 ACRE TRACT DESCRIBED IN INSTRUMENT TO MARIA RIOJAS RECORDED VOLUME 13279, PAGE 1339 AND CORRECTED IN VOLUME 13372, PAGE 1733 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY;

THENCE, NORTH 27°31'32" EAST, 984.56 FEET TO A 1/2-INCH IRON ROD FOUND MARKING THE NORTHEAST CORNER OF A 10.306 ACRE TRACT DESCRIBED IN INSTRUMENT TO LETICIA C. AND JOSE J. LANDEROS REVOCABLE TRUST RECORDED IN DOCUMENT NO. 2022039461 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY;

THENCE, NORTH 27°26'48" EAST, 1124.43 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET MARKING THE NORTHWEST CORNER OF A 13.584 ACRE TRACT DESCRIBED TO PHILIP A. AND LILLIAN T. WHEAT RECORDED IN DOCUMENT NO. 2011527B2 AND THE SOUTHEAST CORNER OF A 13.180 ACRE TRACT DESCRIBED IN INSTRUMENT TO TAMMIE C. PHILIPS RECORDED IN DOCUMENT NO. 2019072530 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY;

THENCE, NORTH 27°18'36" EAST, 397.60 FEET TO A 1/2-INCH IRON ROD FOUND MARKING THE NORTHEAST CORNER OF SAID 13.180 ACRE TRACT;

THENCE, SOUTH 62°23'30" EAST, 749.92 FEET TO A 1/2-INCH IRON ROD FOUND MARKING THE SOUTHEAST CORNER OF A 10.00 ACRE TRACT DESCRIBED IN INSTRUMENT TO ERNEST LEE RODRIGUEZ RECORDED IN VOLUME 7231, PAGE 1044 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY;

THENCE, NORTH 26°44'44" EAST, 43.64 FEET ALONG THE EASTERLY BOUNDARY LINE OF SAID 10.00 ACRE TRACT TO A 1/2-INCH IRON ROD FOUND MARKING THE SOUTHWEST CORNER OF A 8.445 ACRE TRACT DESCRIBED IN INSTRUMENT TO JOSE V. UGARTE AND EVA BENITEZ RECORDED IN DOCUMENT NO. 2010186926 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY;

THENCE, SOUTH 62°29'28" EAST, 480.10 FEET TO A 1/2-INCH IRON ROD FOUND MARKING THE SOUTHEAST CORNER OF SAID 8.445 ACRE TRACT AND THE SOUTHWEST CORNER OF A 10.062 ACRE TRACT DESCRIBED IN INSTRUMENT TO FRANCISCO JAIMES DOMINGUEZ RECORDED IN DOCUMENT NO. 2023132186 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY;

THENCE, SOUTH 62°40'47" EAST, 144.48 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET MARKING THE SOUTHEAST CORNER OF SAID 10.062 ACRE TRACT AND THE NORTHWEST CORNER OF LOT 3 OF SAID J.F. NAGLE ESTATES SUBDIVISION.

THENCE, SOUTH 25°48'33" WEST, 1309.43 FEET ALONG THE WESTERLY BOUNDARY LINE OF AFORESAID LOT 3 TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER;

THENCE, SOUTH 37°08'51" EAST, 22.53 FEET CROSSING SAID LOT 3 TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER;

THENCE, ALONG THE BOUNDARY LINE OF SAID LOT 3, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. NORTH 25°47'56" EAST, 378.81 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER;
2. SOUTH 64°11'32" EAST, 1244.99 FEET TO THE POINT OF BEGINNING, AND CONTAINING 93.449 ACRES OF LAND IN TRAVIS COUNTY, TEXAS.

THE BASIS OF THIS DESCRIPTION IS THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (FIPS 4203) (NAD83). ALL DISTANCES ARE ON THE SURFACE AND SHOWN IN U.S. SURVEY FEET. THE COMBINED SURFACE TO GRID SCALE FACTOR IS 0.99992097045. THIS DESCRIPTION WAS GENERATED ON 12/19/2023 AT 9:02 AM, BASED ON GEOMETRY IN THE DRAWING FILE K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255706-MANOR HTS PHASE 4\DWG\PLATS\MANOR HEIGHTS, PHASE 4, SECTION A.DWG, IN THE OFFICE OF KIMLEY-HORN AND ASSOCIATES IN SAN ANTONIO, TEXAS.


SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
10101 REUNION PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216
PH: (210) 541-9166 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
501 S. AUSTIN AVENUE, SUITE 1310
GEORGETOWN, TEXAS 78626
TBPE FIRM REGISTRATION NO. F-928
PH: (512) 418-1771
CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

OWNER/DEVELOPER:
FORESTAR (USA) REAL ESTATE GROUP, INC.,
A DELAWARE CORPORATION
10700 PECAN PARK BLVD. STE. 150
AUSTIN, TEXAS 78750
CONTACT: JEFF SCOTT


| CURVE TABLE | | | | | | CURVE TABLE | | | | | | CURVE TABLE | | | | | | CURVE TABLE | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| NO. | DELTA | RADIUS | LENGTH | CHORD BEARING | CHORD | NO. | DELTA | RADIUS | LENGTH | CHORD BEARING | CHORD | NO. | DELTA | RADIUS | LENGTH | CHORD BEARING | CHORD | NO. | DELTA | RADIUS | LENGTH | CHORD BEARING | CHORD |
| C1 | 7°41'34" | 2143.05' | 287.74' | S06°41'21"W | 287.52' | C21 | 89°59'29" | 15.00' | 23.56' | S70°48'17"W | 21.21' | C41 | 86°34'01" | 20.00' | 30.22' | S03°53'06"W | 27.42' | C61 | 90°00'00" | 15.00' | 23.56' | N19°11'27"W | 21.21' |
| C2 | 91°31'29" | 25.00' | 39.94' | N35°13'36"W | 35.82' | C22 | 90°00'00" | 15.00' | 23.56' | S70°48'33"W | 21.21' | C42 | 2°15'03" | 731.93' | 28.75' | S38°16'23"E | 28.75' | C62 | 9°53'34" | 825.00' | 142.45' | S67°20'17"E | 142.27' |
| C3 | 12°24'57" | 1182.00' | 256.14' | N74°46'42"W | 255.64' | C23 | 90°00'00" | 15.00' | 23.56' | S19°11'27"E | 21.21' | C43 | 21°21'34" | 975.00' | 363.47' | N36°29'20"E | 361.37' | C63 | 9°53'34" | 800.00' | 138.13' | S67°20'17"E | 137.99' |
| C4 | 85°37'45" | 20.00' | 29.89' | S68°36'54"W | 27.19' | C24 | 90°00'00" | 15.00' | 23.56' | S70°48'33"W | 21.21' | C44 | 21°21'34" | 1000.00' | 372.79' | N36°29'20"E | 370.64' | C64 | 9°53'34" | 775.00' | 133.81' | N67°20'17"W | 133.65' |
| C5 | 90°37'54" | 20.00' | 31.64' | N19°30'56"W | 28.44' | C25 | 90°00'00" | 15.00' | 23.56' | S19°11'27"E | 21.21' | C45 | 21°21'34" | 1025.00' | 382.11' | S36°29'20"W | 379.90' | C65 | 52°01'12" | 15.00' | 13.62' | S46°16'27"E | 13.15' |
| C6 | 27°27'17" | 1132.00' | 542.42' | N51°06'14"W | 537.25' | C26 | 90°00'00" | 15.00' | 23.56' | N70°48'33"E | 21.21' | C46 | 90°00'00" | 15.00' | 23.56' | S19°11'27"E | 21.21' | C66 | 184°55'15" | 50.00' | 161.37' | N67°18'31"E | 99.91' |
| C7 | 91°32'45" | 25.00' | 39.94' | N53°14'17"E | 35.83' | C27 | 90°00'00" | 15.00' | 23.56' | N19°11'27"W | 21.21' | C47 | 90°00'00" | 15.00' | 23.56' | S70°48'33"W | 21.21' | C67 | 52°38'00" | 15.00' | 13.78' | N01°07'54"E | 13.30' |
| C8 | 14°31'37" | 1118.00' | 283.46' | S73°43'22"E | 282.70' | C28 | 90°00'00" | 15.00' | 23.56' | N70°48'33"E | 21.21' | C48 | 90°00'00" | 15.00' | 23.56' | S19°11'27"E | 21.21' | C68 | 60°16'02" | 15.00' | 21.01' | N67°34'55"E | 19.34' |
| C9 | 14°31'37" | 1150.00' | 291.56' | S73°43'22"E | 290.80' | C29 | 90°00'00" | 5.00' | 7.85' | S19°11'27"E | 7.07' | C49 | 90°00'00" | 15.00' | 23.56' | S70°48'33"W | 21.21' | C69 | 13°39'04" | 326.00' | 77.43' | S20°37'22"W | 77.25' |
| C10 | 29°18'42" | 1068.00' | 546.37' | S51°48'12"E | 540.43' | C30 | 90°00'00" | 20.00' | 31.42' | S70°48'33"W | 28.28' | C50 | 8°26'08" | 1025.00' | 150.91' | S68°24'31"E | 150.77' | C70 | 18°52'51" | 300.00' | 98.86' | N18°00'29"E | 98.41' |
| C11 | 29°18'42" | 1100.00' | 562.74' | S51°48'12"E | 556.63' | C31 | 90°00'00" | 15.00' | 23.56' | N19°11'27"W | 21.21' | C51 | 8°26'08" | 1000.00' | 147.23' | S68°24'31"E | 147.09' | C71 | 11°44'34" | 275.00' | 56.36' | N21°34'37"E | 56.26' |
| C12 | 0°13'44" | 1132.00' | 4.52' | S37°15'43"E | 4.52' | C32 | 90°00'00" | 15.00' | 23.56' | N70°48'33"E | 21.21' | C52 | 8°26'08" | 975.00' | 143.55' | S68°24'31"E | 143.42' | C72 | 88°37'30" | 20.00' | 30.94' | N56°06'36"E | 27.94' |
| C13 | 82°23'35" | 20.00' | 28.76' | S04°02'56"W | 26.35' | C33 | 90°00'00" | 15.00' | 23.56' | N19°11'27"W | 21.21' | C53 | 10°14'05" | 775.00' | 138.44' | S67°30'32"E | 138.26' | C73 | 101°17'42" | 20.00' | 35.36' | N34°56'31"W | 30.93' |
| C14 | 100°19'02" | 20.00' | 35.02' | S67°18'22"E | 30.71' | C34 | 95°32'46" | 20.00' | 33.35' | N73°34'56"E | 29.62' | C54 | 10°14'05" | 800.00' | 142.91' | S67°30'32"E | 142.72' | C74 | 12°36'28" | 668.00' | 146.99' | S71°16'25"E | 146.70' |
| C15 | 19°26'11" | 325.00' | 110.25' | S35°31'38"W | 109.72' | C35 | 92°25'15" | 20.00' | 32.26' | S20°24'06"E | 28.88' | C55 | 10°14'05" | 825.00' | 147.37' | S67°30'32"E | 147.18' | C75 | 25°16'11" | 700.00' | 308.73' | S77°29'33"E | 306.23' |
| C16 | 27°02'36" | 300.00' | 141.60' | S39°19'51"W | 140.29' | C36 | 43°55'55" | 732.00' | 560.41' | N68°11'41"W | 546.83' | C56 | 68°12'02" | 15.00' | 23.09' | S18°17'28"E | 20.88' | C76 | 25°22'19" | 732.00' | 324.15' | N77°26'29"W | 321.50' |
| C17 | 16°43'34" | 275.00' | 80.28' | S34°10'20"W | 80.00' | C37 | 52°58'27" | 700.00' | 647.20' | S63°36'15"E | 624.40' | C57 | 91°47'56" | 15.00' | 24.03' | N71°42'32"E | 21.54' | C77 | 4°32'16" | 668.00' | 52.90' | N87°51'30"W | 52.89' |
| C18 | 90°00'00" | 15.00' | 23.56' | S70°48'33"W | 21.21' | C38 | 23°30'55" | 668.00' | 274.16' | N78°22'10"W | 272.24' | C58 | 52°01'12" | 15.00' | 13.62' | N51°49'06"E | 13.16' | C78 | 5°41'57" | 1083.00' | 107.73' | S78°08'12"E | 107.68' |
| C19 | 90°00'00" | 15.00' | 23.56' | S19°11'27"E | 21.21' | C39 | 21°29'51" | 668.00' | 250.63' | S47°53'46"E | 249.16' | C59 | 194°02'25" | 50.00' | 169.33' | S19°11'27"E | 99.25' | | | | | | |
| C20 | 90°00'31" | 15.00' | 23.56' | S19°11'43"E | 21.21' | C40 | 86°34'06" | 20.00' | 30.22' | S89°32'48"E | 27.42' | C60 | 52°01'12" | 15.00' | 13.62' | N89°47'56"E | 13.16' | | | | | | |


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# MANOR HEIGHTS
# PHASE 4 SECTION A
## 93.449 ACRES

BEING A TRACT OF LAND SITUATED IN THE LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND CONTAINING THE FOLLOWING TRACTS OF LAND:

- A PORTION OF THAT CERTAIN 267.942 ACRE TRACT 2, AND A PORTION OF LOT 2, J.F. NAGLE ESTATES SUBDIVISION, AS DESCRIBED IN INSTRUMENTS RECORDED I

2024000116

THE STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS: §
COUNTY OF TRAVIS §

WHEREAS, FORESTAR (USA) REAL ESTATE GROUP INC., THE OWNER OF 93.449 ACRE TRACT LOCATED IN THE LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS. BEING A PORTION OF THAT CERTAIN 267.942 ACRE TRACT OF LAND, AND A PORTION OF LOT 2 CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP INC., AS DESCRIBED IN DOCUMENT NO. 2019171724 AND CORRECTED IN DOCUMENT NO. 2019176020. A PORTION OF LOT 3 CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP INC., AS DESCRIBED IN DOCUMENT NO. 2023139245. LOT 2 AND LOT 3 OF THE J.F. NAGLE ESTATES SUBDIVISION RECORDED IN DOCUMENT NO. 199900207, ALL OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. AND DO HEREBY SUBDIVIDE SAID, HAVING BEEN APPROVED FOR SUBDIVISION, PURSUANT TO THE PUBLIC NOTIFICATION AND HEARING PROVISION OF CHAPTER 212 AND 232 OF THE LOCAL GOVERNMENT CODE.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS "MANOR HEIGHTS PHASE 4 SECTION A" OF THE CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY SUBDIVIDES SAID 93.449 ACRES OF LAND OF SAID IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT TO BE KNOW AS "MANOR HEIGHTS PHASE 4 SECTION A" AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND PUBLIC EASEMENTS THEREON SHOWN FOR THE PURPOSED AND CONSIDERATION THEREIN EXPRESSED; SUBJECT TO ANY EASEMENT OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS DAY 4/19/2024

BY: ____________
FORESTAR (USA) REAL ESTATE GROUP INC.,
A DELAWARE CORPORATION
10700 PECAN PARK BLVD. STE. 150 Michael Copeland
AUSTIN, TEXAS 78750

THE STATE OF [redacted]
COUNTY OF [redacted]

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED [redacted] KNOWN TO ME TO BE THE PERSON OR AGENT WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS [redacted] DAY OF [redacted] 2024

____________
NOTARY PUBLIC
NOTARY REGISTRATION NUMBER [redacted]
MY COMMISSION EXPIRES: [redacted]
COUNTY OF [redacted]
THE STATE OF [redacted]

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

I, ALEJANDRO E. GRANADOS RICO, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STAND POINT AND COMPLIES WITH THE ENGINEERING RELATED PORTION OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

THIS SITE IS LOCATED IN THE COTTONWOOD CREEK WATERSHED.

NO PORTION OF THIS SITE LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48453C0505H, EFFECTIVE DATE SEPTEMBER 26, 2008, TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

ALEJANDRO E. GRANADOS RICO, P.E.
REGISTERED PROFESSIONAL ENGINEER No. 130084
KIMLEY-HORN AND ASSOCIATES, INC.
501 S. AUSTIN AVENUE, SUITE 1310
GEORGETOWN, TEXAS 78626

STATE OF TEXAS ★ ALEJANDRO E. GRANADOS RICO 130084 LICENSED PROFESSIONAL ENGINEER

1/2/2024

STATE OF TEXAS §
COUNTY OF BEXAR §

I, JOHN G. MOSIER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEYING RELATED PORTIONS OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE IS TRUE AND CORRECT, AND WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

John G. Mosier 12-28-23
JOHN G. MOSIER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6330 - STATE OF TEXAS
10101 REUNION PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216
PH. 210-321-3402
greg.mosier@kimley-horn.com

STATE OF TEXAS REGISTERED ★ JOHN G. MOSIER 6330 PROFESSIONAL LAND SURVEYOR

SURVEYOR'S NOTES:

1. ALL PROPERTY CORNERS OF THE LOTS IN THIS SUBDIVISION WILL BE MONUMENTED AFTER ROAD CONSTRUCTION AND PRIOR TO LOTS SALES WITH A 1/2-INCH IRON ROD WITH RED PLASTIC CAP STAMPED "KHA", UNLESS OTHERWISE NOTED.
2. THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS).
3. ALL DISTANCES ARE ON THE SURFACE. TO CONVERT SURFACE DISTANCES TO THE GRID, APPLY THE COMBINED SURFACE TO GRID SCALE FACTOR OF 0.99992097045. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

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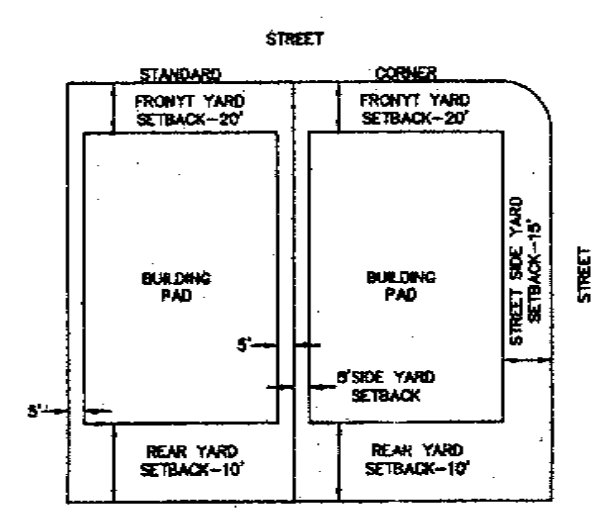
GENERAL NOTES:

1. PROPERTY OWNERS OF THE LOTS ON WHICH THE PUBLIC UTILITY EASEMENT OR THE UNDERGROUND STORM WATER DRAINAGE FACILITIES EASEMENT ARE LOCATED AS SHOWN ON THIS PLAT SHALL PROVIDE ACCESS TO THE CITY OF MANOR IN ORDER FOR THE CITY OF MANOR TO INSPECT AND MAINTAIN THE UNDERGROUND FACILITIES LOCATED WITHIN ANY OF SUCH EASEMENTS.
2. A 10' PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET RIGHTS OF WAY.
3. PUBLIC SIDEWALKS BUILT TO CITY OF MANOR STANDARDS, ARE REQUIRED ALONG ALL STREETS WITHIN THIS SUBDIVISION, THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE ADJOINING LOT BEING OCCUPIED, FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE COVERING BODY OR UTILITY COMPANY.
4. DRIVEWAY AND DRAINAGE CONSTRUCTION STANDARDS SHALL BE IN ACCORDANCE WITH THE REQUIREMENT OF THE CITY OF MANOR STANDARDS UNLESS OTHERWISE SPECIFIED AND APPROVE BY THE CITY OF MANOR.
5. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO THE CITY OF MANOR WATER AND WASTEWATER SYSTEM.
6. NO BUILDINGS SHALL BE CONSTRUCTED OR MAINTAINED WITHIN THE PUBLIC UTILITIES EASEMENTS OR THE UNDERGROUND STORM WATER FACILITIES EASEMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF MANOR. THE CITY OF MANOR IS NOT RESPONSIBLE FOR THE DAMAGE TO OR REPLACING ANY PORTIONS OF ANY FENCING, LANDSCAPING OR OTHER IMPROVEMENTS CONSTRUCTED WITHIN ANY OF SUCH EASEMENTS WHICH WERE NOT APPROVED BY THE CITY OF MANOR BEFORE THEIR CONSTRUCTION DUE TO THE NECESSARY AND CUSTOMARY WORK BY THE CITY OF MANOR IN REPAIRING, MAINTAINING, OR REPLACING THE UNDERGROUND PIPES AND RELATED FACILITIES WITHIN SUCH EASEMENTS.
7. ALL STREETS, DRAINAGE IMPROVEMENTS, SIDEWALKS, WATER AND WASTEWATER LINES, AND EROSION CONTROLS SHALL BE CONSTRUCTED AND INSTALLED TO CITY OF MANOR STANDARDS.
8. EROSION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON INDIVIDUAL LOTS, INCLUDING DETACHED SINGLE FAMILY IN ACCORDANCE WITH SECTION 1.4.0 OF THE CITY OF AUSTIN ENVIRONMENTAL CRITERIA MANUAL.
9. ALL STREETS IN THE SUBDIVISION SHALL BE CONSTRUCTED TO CITY OF MANOR URBAN STREET STANDARDS. ALL STREETS WILL BE CONSTRUCTED WITH CURB AND GUTTER.
10. PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF MANOR.
11. THE SUBDIVISION OWNER/DEVELOPER AS IDENTIFIED ON THIS PLAN IS RESPONSIBLE FOR POSTING FISCAL SURVEY FOR THE CONSTRUCTION OF ALL SIDEWALKS AS SHOWN OR LISTED ON THE PLAN, WHETHER INSTALLED BY THE OWNER/DEVELOPER OR INDIVIDUAL HOMEBUILDERS. IT IS THE RESPONSIBILITY OF THE OWNER/DEVELOPER TO ENSURE ALL SIDEWALKS ARE ADA COMPLIANT UNLESS A WAIVER HAS BEEN GRANTED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION.
12. THE BUILDING SETBACK LINES SHALL COMPLY WITH THE APPROVED MANOR HEIGHTS PUD ARE AS FOLLOWS:
    (SEE TYPICAL SETBACK DETAIL)
    FRONT YARD - 20'
    REAR YARD - 10'
    SIDE YARD - 5'
    STREET SIDE YARD - 15'
13. THE HOME OWNERS ASSOCIATION, AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HOA") SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL NON-RESIDENTIAL LOTS THAT ARE DEDICATED TO THE HOA.
14. PER THE APPROVED MANOR HEIGHTS PUD, MINIMUM SINGLE-FAMILY RESIDENTIAL LOT SHALL BE 6250 SQ. FT. WITHIN PUD-SF-1 AND 3300 SQ. FT. WITHIN PUD-MEDIUM DENSITY. THE MINIMUM HOME SIZES WILL COMPLY WITH THOSE SET FORTH IN THE MANOR HEIGHTS PUD OF 1500 SQ. FT.
15. LOT 8, BLOCK F, OPEN SPACE/DRAINAGE LOT, AND LOT 1, BLOCK G, OPEN SPACE/DRAINAGE LOT, ARE TO BE DEDICATED TO THE HOMEOWNER'S ASSOCIATION. THE HOMEOWNER'S ASSOCIATION AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HOA") SHALL BE RESPONSIBLE FOR MOWING, MAINTAINING, AND LANDSCAPING IN THE DRAINAGE LOTS.
16. DEDICATION AND CONVEYANCE LOT 41, BLOCK I, PARKLAND SHALL BE MADE TO THE CITY OF MANOR, TEXAS IN ACCORDANCE WITH THAT CERTAIN DEVELOPMENT AGREEMENT (MANOR HEIGHTS) DATED EFFECTIVE NOVEMBER 7, 2018, AS AMENDED (THE "DEVELOPMENT AGREEMENT"). THE OWNER/DEVELOPER SHALL ENTER INTO A LICENSE AGREEMENT WITH THE CITY IN SUBSTANTIALLY THE FORM PROVIDED IN THE DEVELOPMENT AGREEMENT. THE CITY SHALL BE RESPONSIBLE FOR MAINTENANCE OF LOT 41, BLOCK I, PARKLAND UPON THE TERMINATION OF THE LICENSE AGREEMENT OR THE TERMINATION OF THE MAINTENANCE PERIOD PROVIDED IN THE DEVELOPMENT AGREEMENT, WHICHEVER IS LONGER.
17. ACCESS TO NON-RESIDENTIAL LOTS SHALL BE PROVIDED TO THE CITY WHERE MAINTENANCE IS REQUIRED TO BE PERFORMED BY THE CITY IN ACCORDANCE WITH THAT CERTAIN DEVELOPMENT AGREEMENT (MANOR HEIGHTS) DATED EFFECTIVE NOVEMBER 7, 2018, AS AMENDED.




TYPICAL SETBACK DETAIL
NOT TO SCALE

SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
10101 REUNION PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216
PH: (210) 541-9166 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
501 S. AUSTIN AVENUE, SUITE 1310
GEORGETOWN, TEXAS 78626
TBPE FIRM REGISTRATION NO. F-928
PH: (512) 418-1771
CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

OWNER/DEVELOPER:
FORESTAR (USA) REAL ESTATE GROUP, INC.,
A DELAWARE CORPORATION
10700 PECAN PARK BLVD. STE. 150
AUSTIN, TEXAS 78750
CONTACT: JEFF SCOTT

CITY OF MANOR ACKNOWLEDGMENTS

THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF MANOR CORPORATE CITY LIMITS AS OF THIS DATE 25th DAY OF Jan 2024

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, ON THIS THE DATE 13th DAY OF Dec 2023

APPROVED: ____________
~~LAKESHA SMALL~~, CHAIRPERSON
Felix Paiz

ATTEST: ____________
LLUVIA T. ALMARAZ, CITY SECRETARY

ACCEPTED AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS ON THE DATE 13th DAY OF Dec 2023

APPROVED: ____________
DR. CHRISTOPHER HARVEY, MAYOR

ATTEST: ____________
LLUVIA T. ALMARAZ, CITY SECRETARY

CITY OF MANOR TEXAS

COUNTY OF TRAVIS:
STATE OF TEXAS:
KNOW ALL ME BY THESE PRESENTS:

I, DYANA LIMON - MERCADO, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DATE 30th DAY OF January 2024 A.D. AT 12:00 O'CLOCK PM DULY RECORDED ON THE DAY OF 30th DAY OF January 2024 AT 12:11 O'CLOCK PM IN THE PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER 2024000116 OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 30th DAY OF January 24

DYANA LIMON - MERCADO, COUNTY CLERK, TRAVIS COUNTY, TEXAS

BY: ____________
DEPUTY TORI GARZ

# MANOR HEIGHTS
# PHASE 4 SECTION A
## 93.449 ACRES

BEING A TRACT OF LAND SITUATED IN THE LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND CONTAINING THE FOLLOWING TRACTS OF LAND:

- A PORTION OF THAT CERTAIN 267.942 ACRE TRACT 2, AND A PORTION OF LOT 2, J.F. NAGLE ESTATES SUBDIVISION, AS DESCRIBED IN INSTRUMENTS RECORDED IN DOCUMENT NO. 2019171724 AND CORRECTED IN DOCUMENT NO. 2019176020,
- A PORTION OF LOT 3, J.F. NAGLE ESTATES SUBDIVISION DESCRIBED IN INSTRUMENT RECORDED IN DOCUMENT NO. 2023139245,
- SAID LOTS 2 & 3 OF J.F. NAGLE ESTATES SUBDIVISION RECORDED BY PLAT IN DOCUMENT NO. 199900207,

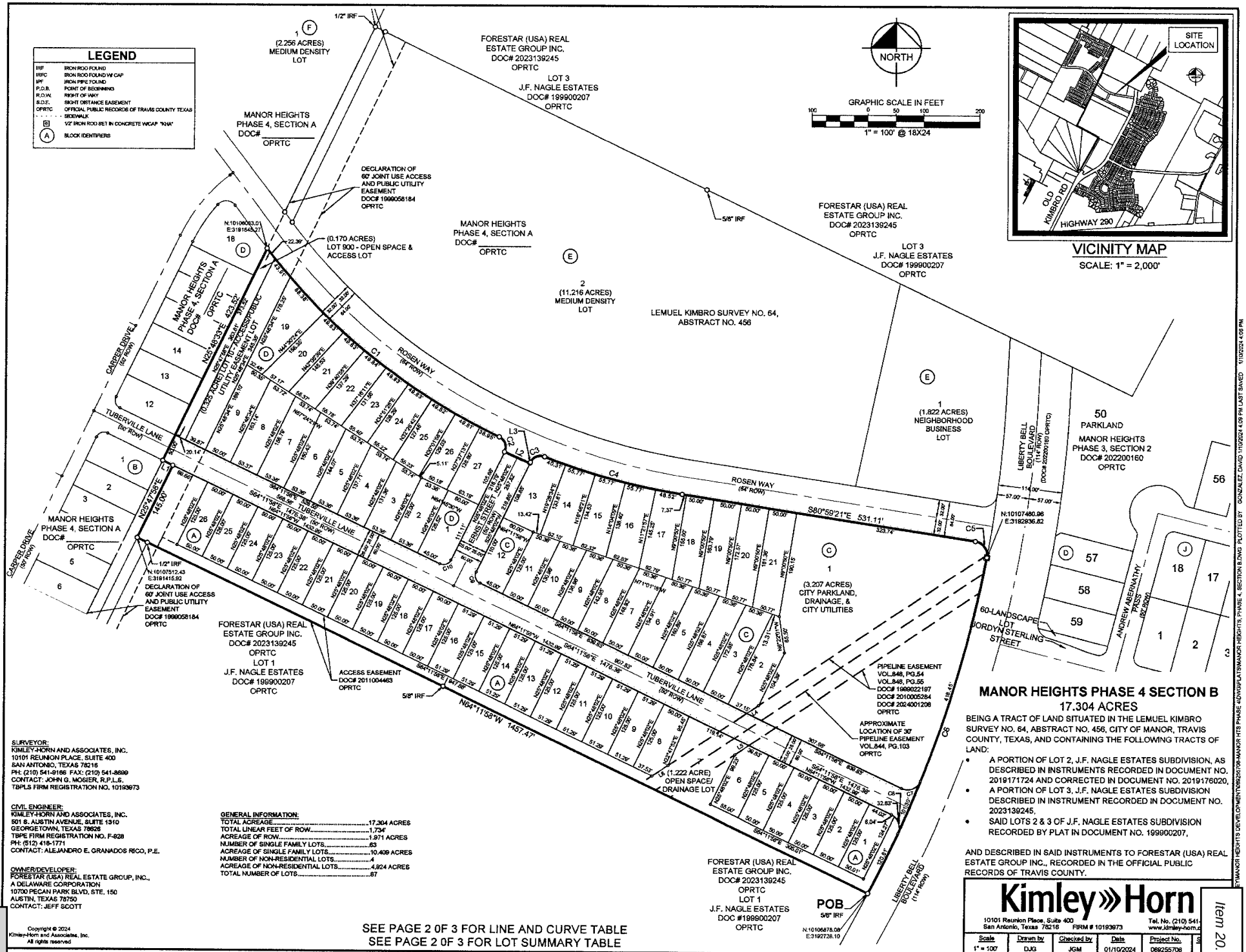
AND DESCRIBED IN SAID INSTRUMENTS TO FORESTAR (USA) REAL ESTATE GROUP INC., RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

Kimley»Horn
10101 Reunion Place, Suite 400 San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-... www.kimley-horn.c...

| Scale | Drawn by | Checked by | Date | Project No. | S... |
|---|---|---|---|---|---|
| N/A | DJG | JGM | 12/21/2023 | 069255706 | |

SURVEY\MANOR HEIGHTS DEVELOPMENT\069255706-MANOR HTS PHASE 4\DWG\PLATS\MANOR HEIGHTS, PHASE 4, SECTION A.DWG PLOTTED BY GONZALEZ, DAVID 12/28/2023 3:09 PM LAST SAVED 12/27/2023 10:05 PM

Item 20.




## MANOR HEIGHTS PHASE 4 SECTION B
### 17.304 ACRES

BEING A TRACT OF LAND SITUATED IN THE LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND CONTAINING THE FOLLOWING TRACTS OF LAND:

- A PORTION OF LOT 2, J.F. NAGLE ESTATES SUBDIVISION, AS DESCRIBED IN INSTRUMENTS RECORDED IN DOCUMENT NO. 2019171724 AND CORRECTED IN DOCUMENT NO. 2019176020,
- A PORTION OF LOT 3, J.F. NAGLE ESTATES SUBDIVISION DESCRIBED IN INSTRUMENT RECORDED IN DOCUMENT NO. 2023139245,
- SAID LOTS 2 & 3 OF J.F. NAGLE ESTATES SUBDIVISION RECORDED BY PLAT IN DOCUMENT NO. 199900207,

AND DESCRIBED IN SAID INSTRUMENTS TO FORESTAR (USA) REAL ESTATE GROUP INC., RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.


SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
10101 REUNION PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216
PH: (210) 541-9166 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER:
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CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

OWNER/DEVELOPER:
FORESTAR (USA) REAL ESTATE GROUP, INC.,
A DELAWARE CORPORATION
10700 PECAN PARK BLVD, STE. 150
AUSTIN, TEXAS 78750
CONTACT: JEFF SCOTT


GENERAL INFORMATION:

| | |
|---|---|
| TOTAL ACREAGE | 17.304 ACRES |
| TOTAL LINEAR FEET OF ROW | 1,734' |
| ACREAGE OF ROW | 1.971 ACRES |
| NUMBER OF SINGLE FAMILY LOTS | 63 |
| ACREAGE OF SINGLE FAMILY LOTS | 10.409 ACRES |
| NUMBER OF NON-RESIDENTIAL LOTS | 4 |
| ACREAGE OF NON-RESIDENTIAL LOTS | 4.824 ACRES |
| TOTAL NUMBER OF LOTS | 67 |


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Kimley»Horn
10101 Reunion Place, Suite 400
San Antonio, Texas 78216 FIRM # 10193973
Tel. No. (210) 541-
www.kimley-horn.c

| Scale | Drawn by | Checked by | Date | Project No. | S |
|---|---|---|---|---|---|
| 1" = 100' | DJG | JGM | 01/10/2024 | 069255706 | |

BY:\MANOR HEIGHTS DEVELOPMENT\069255706-MANOR HTS PHASE 4\DWG\PLATS\MANOR HEIGHTS, PHASE 4, SECTION B.DWG PLOTTED BY: GONZALEZ, DAVID 1/10/2024 4:09 PM LAST SAVED: 1/10/2024 4:06 PM

| LOT TABLE | | |
|---|---|---|
| LOT NO. | ACRES | SQ. FT. |
| BLOCK A LOT 1 | 0.143 | 6,250 |
| BLOCK A LOT 2 | 0.143 | 6,250 |
| BLOCK A LOT 3 | 0.143 | 6,250 |
| BLOCK A LOT 4 | 0.143 | 6,250 |
| BLOCK A LOT 5 | 0.143 | 6,250 |
| BLOCK A LOT 6 | 0.153 | 6,678 |
| BLOCK A LOT 7 - OPEN SPACE/DRAINAGE LOT | 1.222 | 53,211 |
| BLOCK A LOT 8 | 0.146 | 6,377 |
| BLOCK A LOT 9 | 0.147 | 6,412 |
| BLOCK A LOT 10 | 0.147 | 6,412 |
| BLOCK A LOT 11 | 0.147 | 6,412 |
| BLOCK A LOT 12 | 0.147 | 6,412 |
| BLOCK A LOT 13 | 0.147 | 6,412 |
| BLOCK A LOT 14 | 0.147 | 6,412 |
| BLOCK A LOT 15 | 0.147 | 6,412 |
| BLOCK A LOT 16 | 0.147 | 6,412 |
| BLOCK A LOT 17 | 0.143 | 6,250 |
| BLOCK A LOT 18 | 0.143 | 6,250 |
| BLOCK A LOT 19 | 0.143 | 6,250 |
| BLOCK A LOT 20 | 0.143 | 6,250 |
| BLOCK A LOT 21 | 0.143 | 6,250 |
| BLOCK A LOT 22 | 0.143 | 6,250 |
| BLOCK A LOT 23 | 0.143 | 6,250 |
| BLOCK A LOT 24 | 0.143 | 6,250 |
| BLOCK A LOT 25 | 0.143 | 6,250 |
| BLOCK A LOT 26 | 0.143 | 6,250 |
| BLOCK C LOT 1 - CITY PARKLAND/DRAINAGE/CITY UTILITES LOT | 3.207 | 139,677 |
| BLOCK C LOT 2 | 0.181 | 7,873 |
| BLOCK C LOT 3 | 0.202 | 8,792 |
| BLOCK C LOT 4 | 0.195 | 8,493 |
| BLOCK C LOT 5 | 0.188 | 8,194 |
| BLOCK C LOT 6 | 0.181 | 7,895 |
| BLOCK C LOT 7 | 0.174 | 7,596 |
| BLOCK C LOT 8 | 0.168 | 7,297 |
| BLOCK C LOT 9 | 0.161 | 6,998 |

| LOT TABLE | | |
|---|---|---|
| LOT NO. | ACRES | SQ. FT. |
| BLOCK C LOT 10 | 0.154 | 6,699 |
| BLOCK C LOT 11 | 0.147 | 6,400 |
| BLOCK C LOT 12 | 0.171 | 7,452 |
| BLOCK C LOT 13 | 0.198 | 8,632 |
| BLOCK C LOT 14 | 0.181 | 7,886 |
| BLOCK C LOT 15 | 0.184 | 8,035 |
| BLOCK C LOT 16 | 0.192 | 8,389 |
| BLOCK C LOT 17 | 0.203 | 8,839 |
| BLOCK C LOT 18 | 0.183 | 7,970 |
| BLOCK C LOT 19 | 0.193 | 8,409 |
| BLOCK C LOT 20 | 0.203 | 8,848 |
| BLOCK C LOT 21 | 0.213 | 9,288 |
| BLOCK D LOT 1 | 0.172 | 7,501 |
| BLOCK D LOT 2 | 0.153 | 6,684 |
| BLOCK D LOT 3 | 0.157 | 6,840 |
| BLOCK D LOT 4 | 0.165 | 7,179 |
| BLOCK D LOT 5 | 0.173 | 7,518 |
| BLOCK D LOT 6 | 0.180 | 7,858 |
| BLOCK D LOT 7 | 0.188 | 8,197 |
| BLOCK D LOT 8 | 0.196 | 8,534 |
| BLOCK D LOT 9 | 0.191 | 8,306 |
| BLOCK D LOT 10 - ACCESS/PUBLIC UTILITES EASEMENT LOT | 0.325 | 14,136 |
| BLOCK D LOT 19 | 0.223 | 9,692 |
| BLOCK D LOT 20 | 0.183 | 7,968 |
| BLOCK D LOT 21 | 0.171 | 7,456 |
| BLOCK D LOT 22 | 0.162 | 7,068 |
| BLOCK D LOT 23 | 0.157 | 6,819 |
| BLOCK D LOT 24 | 0.154 | 6,705 |
| BLOCK D LOT 25 | 0.154 | 6,724 |
| BLOCK D LOT 26 | 0.154 | 6,715 |
| BLOCK D LOT 27 | 0.175 | 7,622 |
| BLOCK D LOT 900 - OPEN SPACE/ACCESS LOT | 0.170 | 7,411 |
| RIGHT-OF-WAY | 1.971 | 85,836 |
| SECTION B BOUNDARY | 17.304 | 753,742 |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| NO. | DELTA | RADIUS | LENGTH | CHORD BEARING | CHORD |
| C1 | 27°27'17" | 1132.00' | 542.42' | S51°06'14"E | 537.25' |
| C2 | 90°37'54" | 20.00' | 31.64' | S18°30'55"E | 28.44' |
| C3 | 85°37'45" | 20.00' | 29.89' | N68°36'54"E | 27.19' |
| C4 | 12°24'57" | 1182.00' | 256.14' | S74°46'42"E | 255.64' |
| C5 | 91°30'23" | 25.00' | 39.93' | S35°13'36"E | 35.82' |
| C6 | 17°07'14" | 2143.05' | 640.37' | S19°05'45"W | 637.99' |
| C7 | 94°04'36" | 25.00' | 41.05' | N68°45'42"E | 36.58' |
| C8 | 88°37'52" | 25.00' | 38.67' | S19°53'02"E | 34.93' |
| C9 | 90°00'00" | 15.00' | 23.56' | S19°11'58"E | 21.21' |
| C10 | 90°00'00" | 15.00' | 23.56' | N70°48'02"E | 21.21' |

| LINE TABLE | | |
|---|---|---|
| NO. | BEARING | LENGTH |
| L1 | N64°11'58"W | 20.15' |
| L2 | S66°33'33"E | 50.04' |
| L3 | N25°46'02"E | 1.84' |
| L4 | N56°17'09"E | 25.34' |
| L5 | N56°17'09"E | 29.91' |
| L6 | N56°17'09"E | 34.44' |

**A METES AND BOUNDS DESCRIPTION OF A 17.304 ACRE TRACT OF LAND**

**BEING** A 17.304 ACRE (753,742 SQUARE FEET) TRACT OF LAND SITUATED IN THE LEMUEL KIMBRO SURVEY NUMBER 64, ABSTRACT NUMBER 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND CONTAINING THE FOLLOWING TRACTS OF LAND:

- A PORTION OF LOT 2, J.F. NAGLE ESTATES SUBDIVISION, AS DESCRIBED IN INSTRUMENTS RECORDED IN DOCUMENT NO. 2019171724 AND CORRECTED IN DOCUMENT NUMBER 2019176020,
- A PORTION OF LOT 3, J.F. NAGLE ESTATES SUBDIVISION DESCRIBED IN INSTRUMENT RECORDED IN DOCUMENT NO. 2023139245,
- SAID LOT 2 & 3, OF THE J.F. NAGLE ESTATES SUBDIVISION RECORDED IN DOCUMENT NO. 199900207, AND DESCRIBED IN SAID INSTRUMENTS TO FORESTAR (USA) REAL ESTATE GROUP INC., RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A 5/8-INCH IRON ROD FOUND MARKING THE NORTHEAST CORNER OF LOT 1 OF J.F. NAGLE ESTATES SUBDIVISION, PLAT OF WHICH IS RECORDED IN DOCUMENT NO. 199900207 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND MARKING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE**, ALONG THE COMMON BOUNDARY LINE OF SAID LOT 1 AND LOT 2, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1. NORTH 64°11'58" WEST, 1457.47 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER;
2. NORTH 25°47'58" EAST, 145.00 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER;
3. NORTH 64°11'58" WEST, 20.15 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER;
4. NORTH 25°46'33" EAST, 423.52 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER ON THE WESTERLY BOUNDARY LINE OF LOT 3 OF SAID J.F. NAGLE ESTATES SUBDIVISION.

**THENCE**, DEPARTING THE WEST BOUNDARY LINE OF SAID LOT 3, AND CROSSING INTO SAID LOT 2, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

1. IN A SOUTHEASTERLY DIRECTION ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1132.00 FEET, A CHORD SOUTH 51°06'14" EAST, 537.25 FEET, A CENTRAL ANGLE OF 27°27'17", AND AN ARC LENGTH OF 542.42 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR POINT OF TANGENCY;
2. IN A SOUTHERLY DIRECTION ALONG A REVERSE TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A CHORD SOUTH 19°30'55" EAST, 28.44 FEET, A CENTRAL ANGLE OF 90°37'54", AND AN ARC LENGTH OF 31.64 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR POINT OF TANGENCY;
3. SOUTH 66°33'33" EAST, 50.04 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER;
4. NORTH 25°46'02" EAST, 1.84 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CURVATURE;
5. IN A EASTERLY DIRECTION ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A CHORD OF NORTH 68°36'54" EAST, 27.19 FEET, A CENTRAL ANGLE OF 85°37'45", AND AN ARC LENGTH OF 29.89 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR POINT OF TANGENCY;
6. IN A EASTERLY DIRECTION ALONG A REVERSE TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1182.00 FEET, A CHORD SOUTH 74°46'42" EAST, 255.64 FEET, A CENTRAL ANGLE OF 12°24'57", AND AN ARC LENGTH OF 256.14 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR POINT OF TANGENCY;
7. SOUTH 80°59'21" EAST, 556.63 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CURVATURE;
8. IN A SOUTHERLY DIRECTION ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2143.05 FEET, A CHORD SOUTH 18°45'10" WEST, 653.36 FEET, A CENTRAL ANGLE OF 17°48'25", AND AN ARC LENGTH OF 666.04 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER;
9. SOUTH 80°59'21" EAST, 531.11 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CURVATURE;
10. IN A SOUTHEASTERLY DIRECTION ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CHORD SOUTH 35°13'36" EAST, 35.82 FEET, A CENTRAL ANGLE OF 91°30'23", AND AN ARC LENGTH OF 39.93 FEET TO A1/24INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER;
11. IN A SOUTHERLY DIRECTION ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2143.05 FEET, A CHORD SOUTH 19°05'45" WEST, 637.99 FEET, A CENTRAL ANGLE OF 17°07'14", AND AN ARC LENGTH OF 640.37 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 17.304 ACRES OF LAND IN TRAVIS COUNTY, TEXAS. THE BASIS OF THIS DESCRIPTION IS THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (FIPS 4203) (NAD83). ALL DISTANCES ARE ON THE SURFACE AND SHOWN IN U.S. SURVEY FEET. THE COMBINED SURFACE TO GRID SCALE FACTOR IS 0.99992097045. THIS DESCRIPTION WAS GENERATED ON 8/14/2022 AT 9:29 AM, BASED ON GEOMETRY IN THE DRAWING FILE K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\068255706-MANOR HTS PHASE 4\DWG\PLATS\MANOR HEIGHTS, PHASE 4, SECTION B.DWG, IN THE OFFICE OF KIMLEY-HORN AND ASSOCIATES IN SAN ANTONIO, TEXAS.

## MANOR HEIGHTS PHASE 4 SECTION B
### 17.304 ACRES

BEING A TRACT OF LAND SITUATED IN THE LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND CONTAINING THE FOLLOWING TRACTS OF LAND:

- A PORTION OF LOT 2, J.F. NAGLE ESTATES SUBDIVISION, AS DESCRIBED IN INSTRUMENTS RECORDED IN DOCUMENT NO. 2019171724 AND CORRECTED IN DOCUMENT NO. 2019176020,
- A PORTION OF LOT 3, J.F. NAGLE ESTATES SUBDIVISION DESCRIBED IN INSTRUMENT RECORDED IN DOCUMENT NO. 2023139245,
- SAID LOTS 2 & 3 OF J.F. NAGLE ESTATES SUBDIVISION RECORDED BY PLAT IN DOCUMENT NO. 199900207,

AND DESCRIBED IN SAID INSTRUMENTS TO FORESTAR (USA) REAL ESTATE GROUP INC., RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.


SURVEYOR:
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10101 REUNION PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216
PH: (210) 541-9166 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER:
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GEORGETOWN, TEXAS 78626
TBPE FIRM REGISTRATION NO. F-928
PH: (512) 418-1771
CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

OWNER/DEVELOPER:
FORESTAR (USA) REAL ESTATE GROUP, INC.,
A DELAWARE CORPORATION
10700 PECAN PARK BLVD. STE. 150
AUSTIN, TEXAS 78750
CONTACT: JEFF SCOTT


Kimley»Horn


10101 Reunion Place, Suite 400 Tel. No. (210) 541-
San Antonio, Texas 78216 FIRM # 10193973 www.kimley-horn.c


| Scale | Drawn by | Checked by | Date | Project No. | S |
|---|---|---|---|---|---|
| 1" = 100' | DJG | JGM | 01/10/2024 | 068255706 | |


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Item 20.



BY:\MANOR HEIGHTS DEVELOPMENT\068255706-MANOR HTS PHASE 4\DWG\PLATS\MANOR HEIGHTS, PHASE 4, SECTION B.DWG PLOTTED BY: GONZALEZ, DAVID 1/10/2024 4:09 PM LAST SAVED: 1/10/2024 4:08 PM

THE STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS: §
COUNTY OF TRAVIS §

WHEREAS, FORESTAR (USA) REAL ESTATE GROUP INC., THE OWNER OF 17.304 ACRE TRACT LOCATED IN THE LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS. BEING A PORTION OF LOT 2 CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP INC., AS DESCRIBED IN DOCUMENT NO. 2019171724 AND CORRECTED IN DOCUMENT NO. 2019178020. A PORTION OF LOT 3 CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP INC., AS DESCRIBED IN DOCUMENT NO. 2023139245. LOT 2 AND LOT 3 OF THE J.F. NAGLE ESTATES SUBDIVISION RECORDED IN DOCUMENT NO. 199900207, ALL OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID, HAVING BEEN APPROVED FOR SUBDIVISION, PURSUANT TO THE PUBLIC NOTIFICATION AND HEARING PROVISION OF CHAPTER 212 AND 232 OF THE LOCAL GOVERNMENT CODE.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS "MANOR HEIGHTS PHASE 4 SECTION B" OF THE CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY SUBDIVIDES SAID 17.304 ACRES OF LAND OF SAID IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT TO BE KNOW AS "MANOR HEIGHTS PHASE 4 SECTION B" AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND PUBLIC EASEMENTS THEREON SHOWN FOR THE PURPOSED AND CONSIDERATION THEREIN EXPRESSED: SUBJECT TO ANY EASEMENT OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS DAY ____________, ____

BY: ____________
FORESTAR (USA) REAL ESTATE GROUP INC.,
A DELAWARE CORPORATION
10700 PECAN PARK BLVD. STE. 150
AUSTIN, TEXAS 78750

THE STATE OF ________ §
COUNTY OF ________ §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ____________ KNOWN TO ME TO BE THE PERSON OR AGENT WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF ________, 20__

____________
NOTARY PUBLIC
NOTARY REGISTRATION NUMBER ________
MY COMMISSION EXPIRES: ________
COUNTY OF ______
THE STATE OF ______

STATE OF TEXAS §
COUNTY OF TRAVIS §

I, ALEJANDRO E. GRANADOS RICO, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STAND POINT AND COMPLIES WITH THE ENGINEERING RELATED PORTION OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

THIS SITE IS LOCATED IN THE COTTONWOOD CREEK WATERSHED.

NO PORTION OF THIS SITE LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48453C0505H, EFFECTIVE DATE SEPTEMBER 26, 2008, TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

____________
ALEJANDRO E. GRANADOS RICO, P.E.
REGISTERED PROFESSIONAL ENGINEER No. 130084
KIMLEY-HORN AND ASSOCIATES, INC.
501 S. AUSTIN AVENUE, SUITE 1310
GEORGETOWN, TEXAS 78626

STATE OF TEXAS §
COUNTY OF BEXAR §

I, JOHN G. MOSIER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEYING RELATED PORTIONS OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE IS TRUE AND CORRECT, AND WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

____________
JOHN G. MOSIER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6330 - State of Texas
10101 Reunion Place, Suite 400
San Antonio, Texas 78216
Ph. 210-321-3402
greg.mosier@kimley-horn.com

SURVEYOR'S NOTES:

1. ALL PROPERTY CORNERS OF THE LOTS IN THIS SUBDIVISION WILL BE MONUMENTED AFTER ROAD CONSTRUCTION AND PRIOR TO LOTS SALES WITH A 1/2-INCH IRON ROD WITH RED PLASTIC CAP STAMPED "KHA", UNLESS OTHERWISE NOTED.
2. THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS).
3. ALL DISTANCES ARE ON THE SURFACE. TO CONVERT SURFACE DISTANCES TO THE GRID, APPLY THE COMBINED SURFACE TO GRID SCALE FACTOR OF 0.99992097045. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

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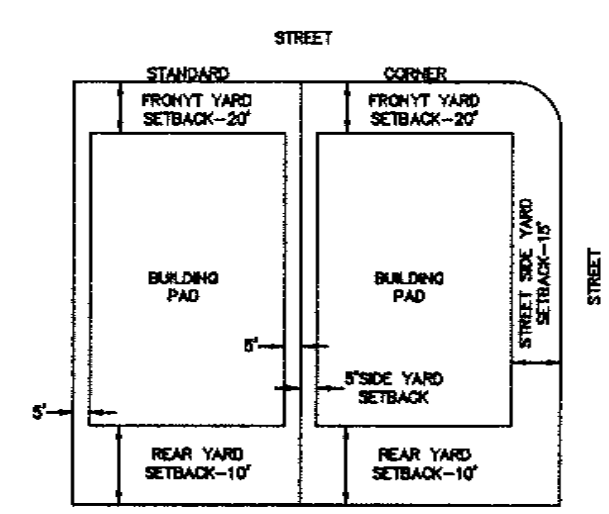
GENERAL NOTES:

1. PROPERTY OWNERS OF THE LOTS ON WHICH THE PUBLIC UTILITY EASEMENT OR THE UNDERGROUND STORM WATER DRAINAGE FACILITIES EASEMENT ARE LOCATED AS SHOWN ON THIS PLAT SHALL PROVIDE ACCESS TO THE CITY OF MANOR IN ORDER FOR THE CITY OF MANOR TO INSPECT AND MAINTAIN THE UNDERGROUND FACILITIES LOCATED WITHIN ANY OF SUCH EASEMENTS.
2. A 10' PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET RIGHTS OF WAY.
3. PUBLIC SIDEWALKS BUILT TO CITY OF MANOR STANDARDS, ARE REQUIRED ALONG ALL STREETS WITHIN THIS SUBDIVISION, THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE ADJOINING LOT BEING OCCUPIED, FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY. BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE COVERING BODY OR UTILITY COMPANY.
4. DRIVEWAY AND DRAINAGE CONSTRUCTION STANDARDS SHALL BE IN ACCORDANCE WITH THE REQUIREMENT OF THE CITY OF MANOR STANDARDS UNLESS OTHERWISE SPECIFIED AND APPROVE BY THE CITY OF MANOR.
5. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO THE CITY OF MANOR WATER AND WASTEWATER SYSTEM.
6. NO BUILDINGS SHALL BE CONSTRUCTED OR MAINTAINED WITHIN THE PUBLIC UTILITIES EASEMENTS OR THE UNDERGROUND STORM WATER FACILITIES EASEMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF MANOR. THE CITY OF MANOR IS NOT RESPONSIBLE FOR THE DAMAGE TO OR REPLACING ANY PORTIONS OF ANY FENCING, LANDSCAPING OR OTHER IMPROVEMENTS CONSTRUCTED WITHIN ANY OF SUCH EASEMENTS WHICH WERE NOT APPROVED BY THE CITY OF MANOR BEFORE THEIR CONSTRUCTION DUE TO THE NECESSARY AND CUSTOMARY WORK BY THE CITY OF MANOR IN REPAIRING, MAINTAINING, OR REPLACING THE UNDERGROUND PIPES AND RELATED FACILITIES WITHIN SUCH EASEMENTS.
7. ALL STREETS, DRAINAGE IMPROVEMENTS, SIDEWALKS, WATER AND WASTEWATER LINES, AND EROSION CONTROLS SHALL BE CONSTRUCTED AND INSTALLED TO CITY OF MANOR STANDARDS.
8. EROSION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON INDIVIDUAL LOTS, INCLUDING DETACHED SINGLE FAMILY IN ACCORDANCE WITH SECTION 1.4.0 OF THE CITY OF AUSTIN ENVIRONMENTAL CRITERIA MANUAL.
9. ALL STREETS IN THE SUBDIVISION SHALL BE CONSTRUCTED TO CITY OF MANOR URBAN STREET STANDARDS. ALL STREETS WILL BE CONSTRUCTED WITH CURB AND GUTTER.
10. PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF MANOR.
11. THE SUBDIVISION OWNER/DEVELOPER AS IDENTIFIED ON THIS PLAN IS RESPONSIBLE FOR POSTING FISCAL SURVEY FOR THE CONSTRUCTION OF ALL SIDEWALKS AS SHOWN OR LISTED ON THE PLAN, WHETHER INSTALLED BY THE OWNER/DEVELOPER OR INDIVIDUAL HOMEBUILDERS. IT IS THE RESPONSIBILITY OF THE OWNER/DEVELOPER TO ENSURE ALL SIDEWALKS ARE ADA COMPLIANT UNLESS A WAIVER HAS BEEN GRANTED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION.
12. THE BUILDING SETBACK LINES SHALL COMPLY WITH THE APPROVED MANOR HEIGHTS PUD ARE AS FOLLOWS:
    (SEE TYPICAL SETBACK DETAIL)
    FRONT YARD - 20'
    REAR YARD - 10'
    SIDE YARD - 5'
    STREET SIDE YARD - 15'
13. THE HOME OWNERS ASSOCIATION, AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HOA") SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL NON-RESIDENTIAL LOTS THAT ARE DEDICATED TO THE HOA.
14. PER THE APPROVED MANOR HEIGHTS PUD, MINIMUM SINGLE-FAMILY RESIDENTIAL LOT SHALL BE 6250 SQ. FT. WITHIN PUD-SF-1 AND 3300 SQ. FT. WITHIN PUD-MEDIUM DENSITY. THE MINIMUM HOME SIZES WILL COMPLY WITH THOSE SET FORTH IN THE MANOR HEIGHTS PUD OF 1500 SQ. FT.
15. LOT 7, BLOCK A, OPEN SPACE/DRAINAGE LOT, AND LOT 10, BLOCK D, ACCESS/PUBLIC UTILITY EASEMENT LOT, ARE TO BE DEDICATED TO THE HOMEOWNER'S ASSOCIATION. THE HOMEOWNER'S ASSOCIATION AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HOA") SHALL BE RESPONSIBLE FOR MOWING, MAINTAINING, AND LANDSCAPING IN THE DRAINAGE LOTS.
16. DEDICATION AND CONVEYANCE LOT 1, BLOCK C, PARKLAND SHALL BE MADE TO THE CITY OF MANOR, TEXAS IN ACCORDANCE WITH THAT CERTAIN DEVELOPMENT AGREEMENT (MANOR HEIGHTS) DATED EFFECTIVE NOVEMBER 7, 2018, AS AMENDED (THE "DEVELOPMENT AGREEMENT"). THE OWNER/DEVELOPER SHALL ENTER INTO A LICENSE AGREEMENT WITH THE CITY IN SUBSTANTIALLY THE FORM PROVIDED IN THE DEVELOPMENT AGREEMENT. THE CITY SHALL BE RESPONSIBLE FOR MAINTENANCE OF LOT 1, BLOCK C, PARKLAND UPON THE TERMINATION OF THE LICENSE AGREEMENT OR THE TERMINATION OF THE MAINTENANCE PERIOD PROVIDED IN THE DEVELOPMENT AGREEMENT, WHICHEVER IS LONGER.
17. ACCESS TO NON-RESIDENTIAL LOTS SHALL BE PROVIDED TO THE CITY WHERE MAINTENANCE IS REQUIRED TO BE PERFORMED BY THE CITY IN ACCORDANCE WITH THAT CERTAIN DEVELOPMENT AGREEMENT (MANOR HEIGHTS) DATED EFFECTIVE NOVEMBER 7, 2018.




TYPICAL SETBACK DETAIL
NOT TO SCALE

SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
10101 REUNION PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216
PH: (210) 541-9166 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
501 S. AUSTIN AVENUE, SUITE 1310
GEORGETOWN, TEXAS 78626
TBPE FIRM REGISTRATION NO. F-928
PH: (512) 418-1771
CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

OWNER/DEVELOPER:
FORESTAR (USA) REAL ESTATE GROUP, INC.,
A DELAWARE CORPORATION
10700 PECAN PARK BLVD. STE. 150
AUSTIN, TEXAS 78750
CONTACT: JEFF SCOTT

CITY OF MANOR ACKNOWLEDGMENTS

THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF MANOR CORPORATE CITY LIMITS AS OF THIS DATE. _____ DAY OF ________, ____.

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, ON THIS THE DATE. _____ DAY OF ________, ____.

APPROVED: ATTEST:

LAKESHA SMALL, CHAIRPERSON — LLUVIA T. ALMARAZ, CITY SECRETARY

ACCEPTED AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, ON THIS THE DATE. ____ DAY OF ________, ____.

APPROVED: ATTEST:

DR. CHRISTOPHER HARVEY, MAYOR — LLUVIA T. ALMARAZ, CITY SECRETARY

COUNTY OF TRAVIS:
STATE OF TEXAS:
KNOW ALL ME BY THESE PRESENTS:

I, DYANA LIMON - MERCADO, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DATE. _____ DAY OF ________, ____, AT ______ O'CLOCK ____, DULY RECORDED ON THE DAY OF _____ DAY OF ________, 20__, AT ______ O'CLOCK ____ IN THE PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER ________, OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS _____ DAY OF ________, ____.

DYANA LIMON - MERCADO, COUNTY CLERK, TRAVIS COUNTY, TEXAS

BY: ____________
DEPUTY

# MANOR HEIGHTS PHASE 4 SECTION B

## 17.304 ACRES

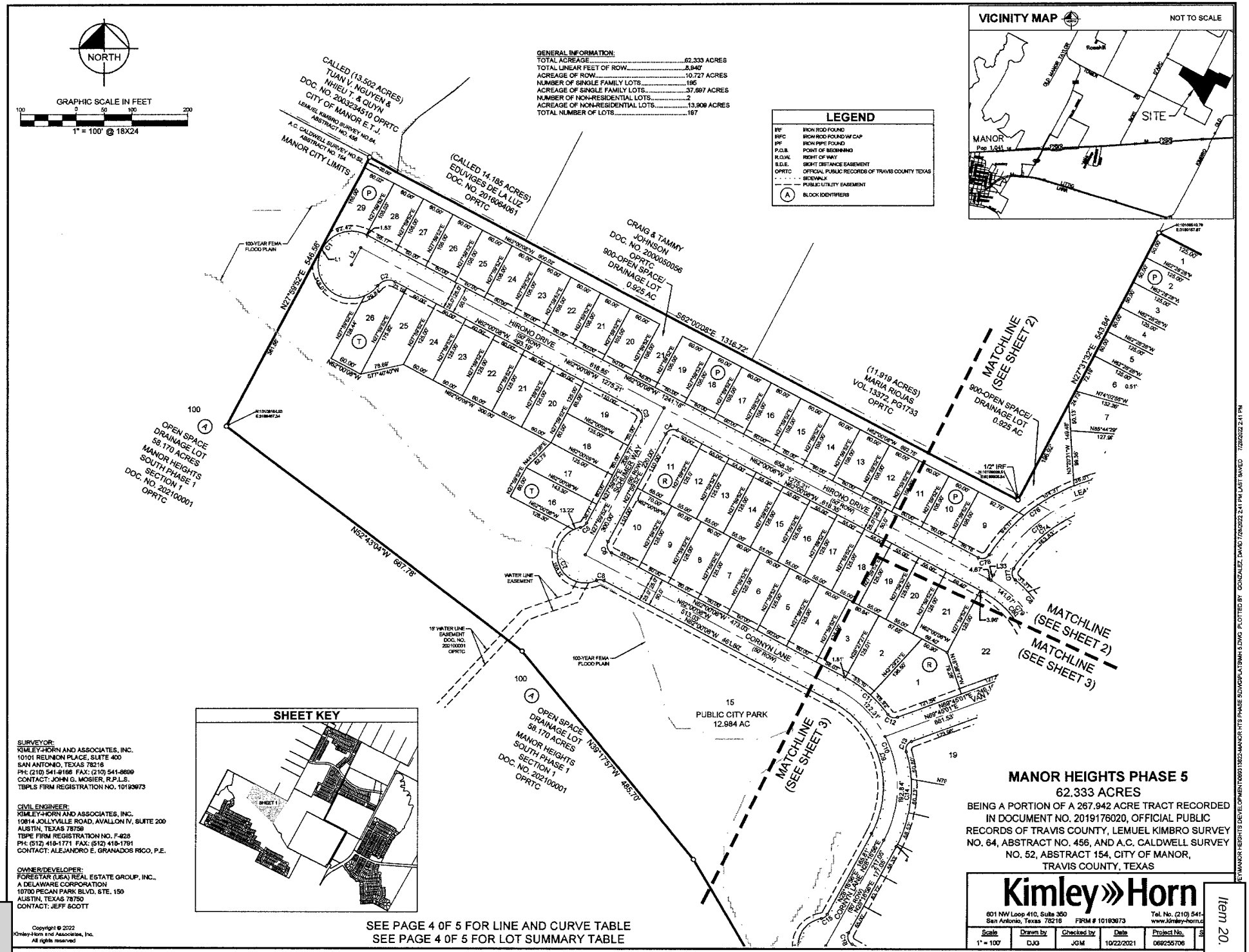
BEING A TRACT OF LAND SITUATED IN THE LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND CONTAINING THE FOLLOWING TRACTS OF LAND:

- A PORTION OF LOT 2, J.F. NAGLE ESTATES SUBDIVISION, AS DESCRIBED IN INSTRUMENTS RECORDED IN DOCUMENT NO. 2019171724 AND CORRECTED IN DOCUMENT NO. 2019176020,
- A PORTION OF LOT 3, J.F. NAGLE ESTATES SUBDIVISION DESCRIBED IN INSTRUMENT RECORDED IN DOCUMENT NO. 2023139245,
- SAID LOTS 2 & 3 OF J.F. NAGLE ESTATES SUBDIVISION RECORDED BY PLAT IN DOCUMENT NO. 199900207,

AND DESCRIBED IN SAID INSTRUMENTS TO FORESTAR (USA) REAL ESTATE GROUP INC., RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

Kimley»Horn
10101 Reunion Place, Suite 400
San Antonio, Texas 78216 FIRM # 10193973
Tel. No. (210) 541
www.kimley-horn.

| Scale | Drawn by | Checked by | Date | Project No. |
|---|---|---|---|---|
| N/A | DJG | JGM | 01/10/2024 | 069255706 |




GENERAL INFORMATION:

| | |
|---|---|
| TOTAL ACREAGE | 62.333 ACRES |
| TOTAL LINEAR FEET OF ROW | 8,940' |
| ACREAGE OF ROW | 10.727 ACRES |
| NUMBER OF SINGLE FAMILY LOTS | 195 |
| ACREAGE OF SINGLE FAMILY LOTS | 37.697 ACRES |
| NUMBER OF NON-RESIDENTIAL LOTS | 2 |
| ACREAGE OF NON-RESIDENTIAL LOTS | 13.909 ACRES |
| TOTAL NUMBER OF LOTS | 197 |

LEGEND

| | |
|---|---|
| IRF | IRON ROD FOUND |
| IRFC | IRON ROD FOUND W/ CAP |
| IPF | IRON PIPE FOUND |
| P.O.B. | POINT OF BEGINNING |
| R.O.W. | RIGHT OF WAY |
| S.D.E. | SIGHT DISTANCE EASEMENT |
| OPRTC | OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS |
| - - - - | SIDEWALK |
| — — — | PUBLIC UTILITY EASEMENT |
| (A) | BLOCK IDENTIFIERS |




**GENERAL INFORMATION:**

| | |
|---|---|
| TOTAL ACREAGE | 62.333 ACRES |
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| ACREAGE OF NON-RESIDENTIAL LOTS | 13.909 ACRES |
| TOTAL NUMBER OF LOTS | 197 |

NORTH

GRAPHIC SCALE IN FEET
100 0 50 100 200
1" = 100' @ 18X24

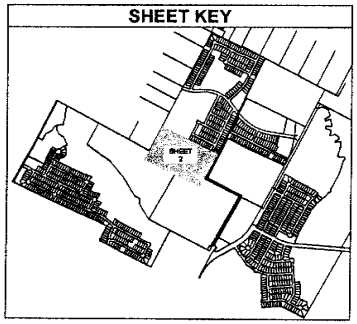
**VICINITY MAP** NOT TO SCALE




## LEGEND

| | |
|---|---|
| IRF | IRON ROD FOUND |
| IRFC | IRON ROD FOUND W/ CAP |
| IPF | IRON PIPE FOUND |
| P.O.B. | POINT OF BEGINNING |
| R.O.W. | RIGHT OF WAY |
| S.I.D.E. | SIGHT DISTANCE EASEMENT |
| OPRTC | OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS |
| · · · · · · | SIDEWALK |
| —— | PUBLIC UTILITY EASEMENT |
| (A) | BLOCK IDENTIFIERS |

## SHEET KEY




SEE PAGE 4 0F 5 FOR LINE AND CURVE TABLE
SEE PAGE 4 0F 5 FOR LOT SUMMARY TABLE

# MANOR HEIGHTS PHASE 5

## 62.333 ACRES

BEING A PORTION OF A 267.942 ACRE TRACT RECORDED IN DOCUMENT NO. 2019176020, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, AND A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, CITY OF MANOR, TRAVIS COUNTY, TEXAS


**SURVEYOR:**
KIMLEY-HORN AND ASSOCIATES, INC.
10101 REUNION PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216
PH: (210) 541-9166 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

**CIVIL ENGINEER:**
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759
TBPE FIRM REGISTRATION NO. F-928
PH: (512) 418-1771 FAX: (512) 418-1791
CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

**OWNER/DEVELOPER:**
FORESTAR (USA) REAL ESTATE GROUP, INC.,
A DELAWARE CORPORATION
10700 PECAN PARK BLVD. STE. 150
AUSTIN, TEXAS 78750
CONTACT: JEFF SCOTT



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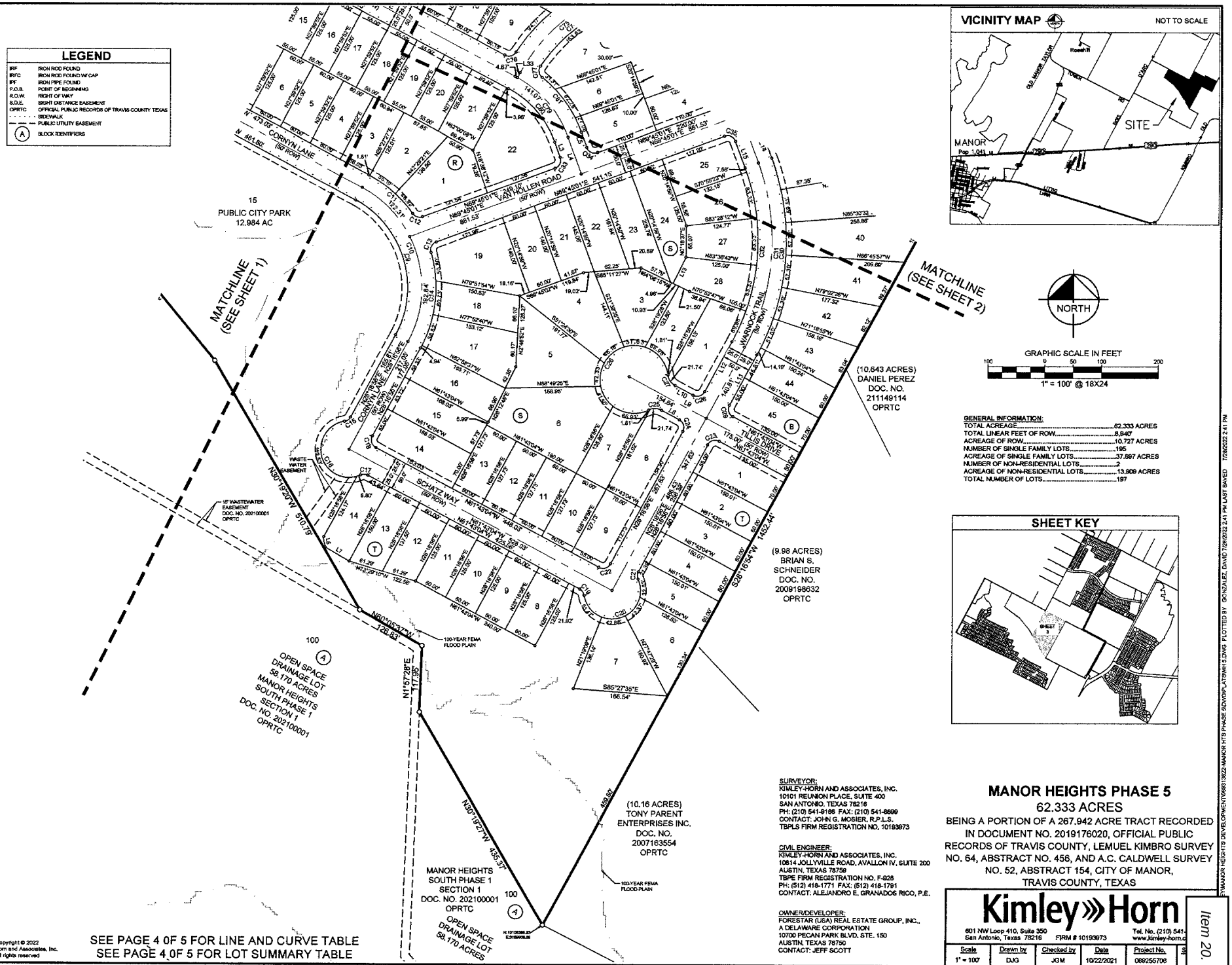
Kimley»Horn
601 NW Loop 410, Suite 350 San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9 www.kimley-horn.co

| Scale | Drawn by | Checked by | Date | Project No. | Sh |
|---|---|---|---|---|---|
| 1" = 100' | DJG | JGM | 10/22/2021 | 069255706 | 2 |




S:\MANOR HEIGHTS DEVELOPMENT\069255706\2-MANOR HTS PHASE 5\DWG\PLATS\NH 5.DWG PLOTTED BY GONZALEZ, DAVID 7/28/2022 2:41 PM LAST SAVED 7/28/2022 2:41 PM




# MANOR HEIGHTS PHASE 5

## 62.333 ACRES

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SEE PAGE 4 0F 5 FOR LINE AND CURVE TABLE
SEE PAGE 4 0F 5 FOR LOT SUMMARY TABLE

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

| Scale | Drawn by | Checked by | Date | Project No. | Sh |
|---|---|---|---|---|---|
| 1" = 100' | DJG | JGM | 10/22/2021 | 069255706 | |





S:\MANOR HEIGHTS DEVELOPMENT\069913822-MANOR HTS PHASE 5\DWG\PLAT\MH 5.DWG PLOTTED BY GONZALEZ, DAVID 7/28/2022 2:41 PM LAST SAVED 7/28/2022 2:41 PM

| LOT NO. | ACRES | SQ. FT. |
|---|---|---|
| BLOCK B LOT 12 | 0.143 | 6,250 |
| BLOCK B LOT 13 | 0.143 | 6,250 |
| BLOCK B LOT 14 | 0.143 | 6,250 |
| BLOCK B LOT 15 | 0.143 | 6,250 |
| BLOCK B LOT 16 | 0.143 | 6,250 |
| BLOCK B LOT 17 | 0.143 | 6,250 |
| BLOCK B LOT 18 | 0.155 | 6,759 |
| BLOCK B LOT 19 | 0.164 | 7,160 |
| BLOCK B LOT 20 | 0.165 | 7,196 |
| BLOCK B LOT 21 | 0.177 | 7,727 |
| BLOCK B LOT 22 | 0.363 | 15,833 |
| BLOCK B LOT 23 | 0.197 | 8,578 |
| BLOCK B LOT 24 | 0.160 | 6,958 |
| BLOCK B LOT 25 | 0.168 | 7,328 |
| BLOCK B LOT 26 | 0.160 | 6,968 |
| BLOCK B LOT 27 | 0.147 | 6,419 |
| BLOCK B LOT 28 | 0.147 | 6,419 |
| BLOCK B LOT 29 | 0.147 | 6,419 |
| BLOCK B LOT 30 | 0.155 | 6,757 |
| BLOCK B LOT 31 | 0.183 | 7,952 |
| BLOCK B LOT 32 | 0.202 | 8,779 |
| BLOCK B LOT 33 | 0.199 | 8,680 |
| BLOCK B LOT 34 | 0.185 | 8,040 |
| BLOCK B LOT 35 | 0.211 | 9,201 |
| BLOCK B LOT 36 | 0.209 | 9,086 |
| BLOCK B LOT 37 | 0.196 | 8,527 |
| BLOCK B LOT 38 | 0.245 | 10,674 |
| BLOCK B LOT 39 | 0.383 | 16,677 |
| BLOCK B LOT 40 | 0.390 | 16,995 |
| BLOCK B LOT 41 | 0.310 | 13,517 |
| BLOCK B LOT 42 | 0.262 | 11,431 |
| BLOCK B LOT 43 | 0.246 | 10,695 |
| BLOCK B LOT 44 | 0.207 | 9,001 |
| BLOCK B LOT 45 | 0.240 | 10,452 |
| BLOCK M LOT 1 | 0.171 | 7,452 |
| BLOCK M LOT 2 | 0.143 | 6,250 |
| BLOCK M LOT 3 | 0.143 | 6,250 |
| BLOCK M LOT 4 | 0.143 | 6,250 |
| BLOCK M LOT 5 | 0.143 | 6,250 |
| BLOCK M LOT 6 | 0.143 | 6,250 |

LOT TABLE

| LOT NO. | ACRES | SQ. FT. |
|---|---|---|
| BLOCK M LOT 7 | 0.143 | 6,250 |
| BLOCK M LOT 8 | 0.143 | 6,250 |
| BLOCK M LOT 9 | 0.143 | 6,250 |
| BLOCK M LOT 10 | 0.171 | 7,452 |
| BLOCK N LOT 1 | 0.224 | 9,741 |
| BLOCK N LOT 2 | 0.180 | 7,824 |
| BLOCK N LOT 3 | 0.194 | 8,455 |
| BLOCK N LOT 4 | 0.185 | 8,043 |
| BLOCK N LOT 5 | 0.183 | 7,953 |
| BLOCK N LOT 6 | 0.181 | 7,864 |
| BLOCK N LOT 7 | 0.215 | 9,369 |
| BLOCK N LOT 8 | 0.158 | 6,890 |
| BLOCK N LOT 9 | 0.145 | 6,311 |
| BLOCK N LOT 10 | 0.163 | 7,087 |
| BLOCK N LOT 11 | 0.189 | 8,222 |
| BLOCK N LOT 12 | 0.156 | 6,810 |
| BLOCK N LOT 13 | 0.166 | 7,250 |
| BLOCK N LOT 14 | 0.166 | 7,250 |
| BLOCK N LOT 15 | 0.166 | 7,250 |
| BLOCK N LOT 16 | 0.166 | 7,250 |
| BLOCK N LOT 17 | 0.166 | 7,250 |
| BLOCK N LOT 18 | 0.166 | 7,250 |
| BLOCK N LOT 19 | 0.166 | 7,250 |
| BLOCK N LOT 20 | 0.199 | 8,651 |
| BLOCK O LOT 1 | 0.378 | 16,462 |
| BLOCK O LOT 2 | 0.247 | 10,759 |
| BLOCK O LOT 3 | 0.181 | 7,882 |
| BLOCK O LOT 4 | 0.292 | 12,705 |
| BLOCK O LOT 5 | 0.333 | 14,509 |
| BLOCK O LOT 6 | 0.271 | 11,796 |
| BLOCK O LOT 7 | 0.258 | 11,217 |
| BLOCK O LOT 8 | 0.155 | 6,733 |
| BLOCK O LOT 9 | 0.177 | 7,725 |
| BLOCK O LOT 10 | 0.271 | 11,801 |
| BLOCK O LOT 11 | 0.171 | 7,452 |
| BLOCK O LOT 12 | 0.147 | 6,394 |
| BLOCK O LOT 13 | 0.147 | 6,394 |
| BLOCK O LOT 14 | 0.147 | 6,394 |
| BLOCK O LOT 15 | 0.199 | 8,672 |
| BLOCK O LOT 16 | 0.193 | 8,391 |

LOT TABLE

| LOT NO. | ACRES | SQ. FT. |
|---|---|---|
| BLOCK O LOT 17 | 0.143 | 6,250 |
| BLOCK O LOT 18 | 0.158 | 6,875 |
| BLOCK O LOT 19 | 0.158 | 6,875 |
| BLOCK O LOT 20 | 0.185 | 8,058 |
| BLOCK P LOT 1 | 0.143 | 6,250 |
| BLOCK P LOT 2 | 0.143 | 6,250 |
| BLOCK P LOT 3 | 0.143 | 6,250 |
| BLOCK P LOT 4 | 0.143 | 6,250 |
| BLOCK P LOT 5 | 0.143 | 6,250 |
| BLOCK P LOT 6 | 0.172 | 7,494 |
| BLOCK P LOT 7 | 0.182 | 7,931 |
| BLOCK P LOT 8 | 0.217 | 9,432 |
| BLOCK P LOT 9 | 0.188 | 8,195 |
| BLOCK P LOT 10 | 0.145 | 6,300 |
| BLOCK P LOT 11 | 0.145 | 6,300 |
| BLOCK P LOT 12 | 0.145 | 6,300 |
| BLOCK P LOT 13 | 0.145 | 6,300 |
| BLOCK P LOT 14 | 0.145 | 6,300 |
| BLOCK P LOT 15 | 0.145 | 6,300 |
| BLOCK P LOT 16 | 0.145 | 6,300 |
| BLOCK P LOT 17 | 0.145 | 6,300 |
| BLOCK P LOT 18 | 0.145 | 6,300 |
| BLOCK P LOT 19 | 0.145 | 6,300 |
| BLOCK P LOT 20 | 0.145 | 6,300 |
| BLOCK P LOT 21 | 0.145 | 6,300 |
| BLOCK P LOT 22 | 0.145 | 6,300 |
| BLOCK P LOT 23 | 0.145 | 6,300 |
| BLOCK P LOT 24 | 0.145 | 6,300 |
| BLOCK P LOT 25 | 0.145 | 6,300 |
| BLOCK P LOT 26 | 0.145 | 6,300 |
| BLOCK P LOT 27 | 0.145 | 6,300 |
| BLOCK P LOT 28 | 0.145 | 6,300 |
| BLOCK P LOT 29 | 0.165 | 7,185 |
| BLOCK P LOT 900-OPEN SPACE/DRAINAGE LOT | 0.925 | 40,295 |
| BLOCK Q LOT 1 | 0.192 | 8,355 |
| BLOCK Q LOT 2 | 0.143 | 6,250 |
| BLOCK Q LOT 3 | 0.143 | 6,250 |
| BLOCK Q LOT 4 | 0.171 | 7,452 |
| BLOCK Q LOT 5 | 0.200 | 8,716 |
| BLOCK Q LOT 6 | 0.183 | 7,965 |

LOT TABLE

| LOT NO. | ACRES | SQ. FT. |
|---|---|---|
| BLOCK Q LOT 7 | 0.290 | 12,613 |
| BLOCK R LOT 1 | 0.299 | 13,030 |
| BLOCK R LOT 2 | 0.210 | 9,140 |
| BLOCK R LOT 3 | 0.173 | 7,543 |
| BLOCK R LOT 4 | 0.172 | 7,500 |
| BLOCK R LOT 5 | 0.172 | 7,500 |
| BLOCK R LOT 6 | 0.172 | 7,500 |
| BLOCK R LOT 7 | 0.172 | 7,500 |
| BLOCK R LOT 8 | 0.172 | 7,500 |
| BLOCK R LOT 9 | 0.172 | 7,500 |
| BLOCK R LOT 10 | 0.200 | 8,702 |
| BLOCK R LOT 11 | 0.185 | 8,077 |
| BLOCK R LOT 12 | 0.158 | 6,875 |
| BLOCK R LOT 13 | 0.158 | 6,875 |
| BLOCK R LOT 14 | 0.158 | 6,875 |
| BLOCK R LOT 15 | 0.158 | 6,875 |
| BLOCK R LOT 16 | 0.158 | 6,875 |
| BLOCK R LOT 17 | 0.158 | 6,875 |
| BLOCK R LOT 18 | 0.158 | 6,875 |
| BLOCK R LOT 19 | 0.158 | 6,875 |
| BLOCK R LOT 20 | 0.158 | 6,875 |
| BLOCK R LOT 21 | 0.198 | 8,675 |
| BLOCK R LOT 22 | 0.395 | 17,195 |
| BLOCK S LOT 1 | 0.270 | 11,748 |
| BLOCK S LOT 2 | 0.182 | 7,925 |
| BLOCK S LOT 3 | 0.294 | 12,814 |
| BLOCK S LOT 4 | 0.329 | 14,343 |
| BLOCK S LOT 5 | 0.369 | 16,077 |
| BLOCK S LOT 6 | 0.500 | 21,796 |
| BLOCK S LOT 7 | 0.195 | 8,485 |
| BLOCK S LOT 8 | 0.271 | 11,793 |
| BLOCK S LOT 9 | 0.204 | 8,893 |
| BLOCK S LOT 10 | 0.176 | 7,664 |
| BLOCK S LOT 11 | 0.176 | 7,664 |
| BLOCK S LOT 12 | 0.176 | 7,664 |
| BLOCK S LOT 13 | 0.176 | 7,664 |
| BLOCK S LOT 14 | 0.269 | 11,714 |
| BLOCK S LOT 15 | 0.246 | 10,706 |
| BLOCK S LOT 16 | 0.249 | 10,862 |
| BLOCK S LOT 17 | 0.297 | 12,919 |

LOT TABLE

| LOT NO. | ACRES | SQ. FT. |
|---|---|---|
| BLOCK S LOT 18 | 0.217 | 9,446 |
| BLOCK S LOT 19 | 0.352 | 15,332 |
| BLOCK S LOT 20 | 0.193 | 8,400 |
| BLOCK S LOT 21 | 0.194 | 8,446 |
| BLOCK S LOT 22 | 0.211 | 9,201 |
| BLOCK S LOT 23 | 0.248 | 10,808 |
| BLOCK S LOT 24 | 0.250 | 10,878 |
| BLOCK S LOT 25 | 0.214 | 9,311 |
| BLOCK S LOT 26 | 0.206 | 8,956 |
| BLOCK S LOT 27 | 0.200 | 8,705 |
| BLOCK S LOT 28 | 0.207 | 9,024 |
| BLOCK T LOT 1 | 0.240 | 10,452 |
| BLOCK T LOT 2 | 0.207 | 9,000 |
| BLOCK T LOT 3 | 0.207 | 9,000 |
| BLOCK T LOT 4 | 0.207 | 9,000 |
| BLOCK T LOT 5 | 0.196 | 8,533 |
| BLOCK T LOT 6 | 0.256 | 11,146 |
| BLOCK T LOT 7 | 0.316 | 13,766 |
| BLOCK T LOT 8 | 0.172 | 7,500 |
| BLOCK T LOT 9 | 0.172 | 7,500 |
| BLOCK T LOT 10 | 0.172 | 7,500 |
| BLOCK T LOT 11 | 0.172 | 7,500 |
| BLOCK T LOT 12 | 0.181 | 7,875 |
| BLOCK T LOT 13 | 0.198 | 8,625 |
| BLOCK T LOT 14 | 0.202 | 8,810 |
| BLOCK T LOT 15-PUBLIC CITY PARK | 12.984 | 565,592 |
| BLOCK T LOT 16 | 0.195 | 8,476 |
| BLOCK T LOT 17 | 0.185 | 8,049 |
| BLOCK T LOT 18 | 0.172 | 7,500 |
| BLOCK T LOT 19 | 0.185 | 8,077 |
| BLOCK T LOT 20 | 0.172 | 7,500 |
| BLOCK T LOT 21 | 0.172 | 7,500 |
| BLOCK T LOT 22 | 0.172 | 7,500 |
| BLOCK T LOT 23 | 0.172 | 7,500 |
| BLOCK T LOT 24 | 0.172 | 7,500 |
| BLOCK T LOT 25 | 0.207 | 9,028 |
| BLOCK T LOT 26 | 0.229 | 9,978 |
| BOUNDARY | 62.333 | 2,715,212 |
| R.O.W. | 10.727 | 467,279 |

CURVE TABLE

| NO. | DELTA | RADIUS | LENGTH | CHORD BEARING | CHORD |
|---|---|---|---|---|---|
| C1 | 258°50'09" | 60.00' | 272.10' | N11°55'13"W | 92.04' |
| C2 | 79°50'09" | 25.00' | 34.83' | N78°04'47"E | 32.08' |
| C3 | 90°00'00" | 15.00' | 23.56' | N17°00'06"W | 21.21' |
| C4 | 90°00'00" | 15.00' | 23.56' | S72°59'52"W | 21.21' |
| C5 | 52°01'12" | 15.00' | 13.62' | N54°00'28"E | 13.16' |
| C6 | 90°00'00" | 15.00' | 23.56' | S17°00'06"E | 21.21' |
| C7 | 194°02'25" | 50.00' | 169.33' | N17°00'06"W | 99.25' |
| C8 | 52°01'12" | 15.00' | 13.62' | N88°00'45"W | 13.16' |
| C9 | 90°17'04" | 175.00' | 275.76' | N16°51'36"W | 248.10' |
| C10 | 90°17'04" | 200.00' | 315.15' | N16°51'36"W | 283.54' |
| C11 | 26°26'23" | 225.00' | 103.83' | N48°46'57"W | 102.91' |
| C12 | 74°41'14" | 15.00' | 19.55' | S72°54'22"E | 18.20' |
| C13 | 86°01'46" | 15.00' | 22.52' | S26°44'06"W | 20.47' |
| C14 | 44°33'41" | 225.00' | 174.99' | N06°00'06"E | 170.61' |
| C15 | 52°01'12" | 15.00' | 13.62' | N54°17'32"E | 13.16' |
| C16 | 194°02'25" | 50.00' | 169.33' | N16°43'04"W | 99.25' |
| C17 | 52°01'12" | 15.00' | 13.62' | N87°43'40"W | 13.16' |
| C18 | 90°00'00" | 15.00' | 23.56' | S16°43'04"E | 21.21' |
| C19 | 52°01'12" | 15.00' | 13.62' | N35°42'28"W | 13.16' |
| C20 | 194°02'25" | 50.00' | 169.33' | N73°16'56"E | 99.25' |

CURVE TABLE

| NO. | DELTA | RADIUS | LENGTH | CHORD BEARING | CHORD |
|---|---|---|---|---|---|
| C21 | 52°01'12" | 15.00' | 13.62' | N02°16'20"E | 13.16' |
| C22 | 90°00'00" | 15.00' | 23.56' | N73°16'56"E | 21.21' |
| C24 | 90°00'00" | 15.00' | 23.56' | N16°43'04"W | 21.21' |
| C25 | 53°58'05" | 25.00' | 23.55' | N88°42'07"W | 22.69' |
| C26 | 287°56'10" | 60.00' | 301.53' | S28°16'56"W | 70.59' |
| C27 | 53°58'05" | 25.00' | 23.55' | S34°44'01"E | 22.69' |
| C28 | 90°00'00" | 15.00' | 23.56' | N73°16'56"E | 21.21' |
| C29 | 90°00'00" | 15.00' | 23.56' | S16°43'04"E | 21.21' |
| C30 | 48°31'55" | 425.00' | 359.99' | N04°00'59"E | 349.33' |
| C31 | 48°31'55" | 400.00' | 338.82' | N04°00'59"E | 328.78' |
| C32 | 48°31'55" | 375.00' | 317.64' | N04°00'59"E | 308.23' |
| C33 | 90°00'00" | 15.00' | 23.56' | N24°45'02"E | 21.21' |
| C34 | 90°00'00" | 15.00' | 23.56' | S65°14'59"E | 21.21' |
| C35 | 90°00'00" | 15.00' | 23.56' | N65°14'59"W | 21.21' |
| C36 | 90°00'00" | 15.00' | 23.56' | N24°45'01"E | 21.21' |
| C37 | 90°00'00" | 15.00' | 23.56' | S65°14'59"E | 21.21' |
| C38 | 90°00'00" | 15.00' | 23.56' | S24°45'01"W | 21.21' |
| C39 | 8°00'57" | 525.00' | 73.45' | N65°44'33"E | 73.39' |
| C40 | 43°56'29" | 500.00' | 383.46' | N47°46'47"E | 374.13' |
| C41 | 7°15'43" | 475.00' | 60.20' | N66°07'10"E | 60.16' |

CURVE TABLE

| NO. | DELTA | RADIUS | LENGTH | CHORD BEARING | CHORD |
|---|---|---|---|---|---|
| C42 | 84°52'01" | 15.00' | 22.22' | N75°49'56"W | 20.24' |
| C43 | 94°59'19" | 15.00' | 24.87' | N14°59'39"E | 22.12' |
| C44 | 53°58'05" | 25.00' | 23.55' | N59°29'03"W | 22.69' |
| C45 | 287°56'10" | 60.00' | 301.53' | N57°30'00"E | 70.59' |
| C46 | 53°58'05" | 25.00' | 23.55' | S05°30'57"E | 22.69' |
| C47 | 94°59'19" | 15.00' | 24.87' | S79°59'39"E | 22.12' |
| C48 | 86°42'35" | 15.00' | 22.70' | S09°52'57"W | 20.60' |
| C49 | 5°08'40" | 1025.00' | 92.03' | N35°58'16"W | 92.00' |
| C50 | 6°02'36" | 1000.00' | 105.48' | S35°31'18"E | 105.43' |
| C51 | 5°04'15" | 975.00' | 86.29' | S36°00'26"E | 86.26' |
| C52 | 23°48'56" | 225.00' | 93.52' | N50°27'04"W | 92.85' |
| C53 | 23°48'56" | 200.00' | 83.13' | S50°27'04"E | 82.53' |
| C54 | 23°48'56" | 175.00' | 72.74' | S50°27'04"E | 72.22' |
| C55 | 12°00'40" | 525.00' | 110.06' | N68°21'52"W | 109.86' |
| C56 | 12°00'40" | 500.00' | 104.82' | S68°21'52"E | 104.63' |
| C57 | 12°00'40" | 475.00' | 99.58' | S68°21'52"E | 99.39' |
| C58 | 52°01'12" | 15.00' | 13.62' | N48°21'36"W | 13.16' |
| C59 | 171°50'22" | 50.00' | 149.96' | S71°43'49"W | 99.75' |
| C60 | 52°01'12" | 15.00' | 13.62' | S11°49'15"W | 13.16' |
| C61 | 67°47'57" | 15.00' | 17.75' | N71°43'48"E | 16.73' |

CURVE TABLE

| NO. | DELTA | RADIUS | LENGTH | CHORD BEARING | CHORD |
|---|---|---|---|---|---|
| C62 | 12°01'18" | 525.00' | 110.15' | N31°49'12"E | 109.95' |
| C63 | 12°01'18" | 500.00' | 104.91' | N31°49'12"E | 104.72' |
| C64 | 12°01'18" | 475.00' | 99.66' | N31°49'12"E | 99.48' |
| C65 | 90°00'00" | 15.00' | 23.56' | N19°11'27"W | 21.21' |
| C66 | 90°00'00" | 15.00' | 23.56' | N70°48'33"E | 21.21' |
| C67 | 82°06'26" | 15.00' | 21.50' | S74°45'19"W | 19.70' |
| C68 | 90°00'00" | 15.00' | 23.56' | S19°11'27"E | 21.21' |
| C69 | 19°32'09" | 525.00' | 179.01' | N43°28'10"E | 178.14' |
| C70 | 26°42'09" | 475.00' | 221.37' | N39°09'37"E | 219.37' |
| C71 | 47°46'30" | 175.00' | 145.92' | N03°38'17"E | 141.73' |
| C72 | 47°46'31" | 200.00' | 166.77' | N03°38'17"E | 161.96' |
| C73 | 33°33'41" | 225.00' | 131.80' | N10°44'42"E | 129.92' |
| C74 | 40°48'49" | 275.00' | 195.73' | S53°58'48"W | 191.63' |
| C75 | 46°22'21" | 300.00' | 242.81' | S51°11'02"W | 236.23' |
| C76 | 41°20'59" | 325.00' | 234.55' | N53°41'43"E | 229.49' |
| C77 | 84°33'52" | 15.00' | 22.14' | S08°41'32"E | 20.18' |
| C78 | 84°58'36" | 15.00' | 22.25' | N75°30'33"E | 20.26' |
| C79 | 41°45'10" | 200.00' | 145.74' | N41°07'34"W | 142.54' |
| C80 | 41°45'10" | 175.00' | 127.53' | N41°07'33"W | 124.72' |
| C81 | 30°43'30" | 225.00' | 120.66' | N35°36'43"W | 119.22' |

LINE TABLE

| NO. | BEARING | LENGTH |
|---|---|---|
| L1 | N62°00'06"W | 1.85' |
| L2 | N27°59'52"E | 35.00' |
| L3 | N20°14'58"W | 27.98' |
| L4 | N20°14'58"W | 67.98' |
| L5 | N20°14'58"W | 27.98' |
| L6 | N11°36'40"W | 17.46' |
| L7 | N58°51'15"W | 48.81' |
| L8 | N61°43'04"W | 35.90' |
| L9 | N61°43'04"W | 329.64' |
| L10 | N61°43'04"W | 35.90' |
| L11 | N28°16'56"E | 100.81' |
| L12 | N28°16'56"E | 100.81' |
| L13 | N25°51'45"E | 51.65' |
| L14 | N20°14'58"W | 49.47' |

LINE TABLE

| NO. | BEARING | LENGTH |
|---|---|---|
| L15 | N20°14'58"W | 49.47' |
| L16 | S55°57'44"E | 103.86' |
| L17 | N51°27'24"E | 18.18' |
| L18 | N74°22'12"W | 16.25' |
| L19 | N74°22'12"W | 67.49' |
| L20 | N74°22'12"W | 40.61' |
| L21 | N38°32'36"W | 73.66' |
| L22 | N38°32'36"W | 73.66' |
| L23 | N38°32'36"W | 73.66' |
| L24 | N37°49'51"E | 16.14' |
| L25 | N37°49'51"E | 67.38' |
| L26 | N37°49'51"E | 40.50' |
| L27 | N25°48'33"E | 26.96' |
| L28 | N12°09'03"W | 38.86' |

LINE TABLE

| NO. | BEARING | LENGTH |
|---|---|---|
| L29 | N23°17'57"E | 43.85' |
| L30 | N74°22'13"E | 79.59' |
| L31 | N74°22'13"E | 117.14' |
| L32 | N74°22'13"E | 80.50' |
| L33 | N27°59'52"E | 10.29' |


SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
10101 REUNION PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216
PH: (210) 541-9166 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759
TBPE FIRM REGISTRATION NO. F-928
PH: (512) 418-1771 FAX: (512) 418-1791
CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

OWNER/DEVELOPER:
FORESTAR (USA) REAL ESTATE GROUP, INC.,
A DELAWARE CORPORATION
10700 PECAN PARK BLVD. STE. 150
AUSTIN, TEXAS 78750
CONTACT: JEFF SCOTT


# MANOR HEIGHTS PHASE 5

62.333 ACRES

BEING A PORTION OF A 267.942 ACRE TRACT RECORDED IN DOCUMENT NO. 2019176020, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, AND A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, CITY OF MANOR, TRAVIS COUNTY, TEXAS

Kimley»Horn

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

| Scale | Drawn by | Checked by | Date | Project No. | Sh |
|---|---|---|---|---|---|
| 1" = ### | DJG | JGM | 10/22/2021 | 069255706 | 4 |

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K:\SNA_SURVEY\MANOR HEIGHTS DEVELOPMENT\069313622-MANOR HTS PHASE 5\DWG\PLATS\MH 5.DWG PLOTTED BY GONZALEZ, DAVID 7/28/2022 2:42 PM LAST SAVED 7/28/2022 2:41 PM

THE STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS: §
COUNTY OF TRAVIS §

WHEREAS, FORESTAR (USA) REAL ESTATE GROUP INC., THE OWNER OF 62.333 ACRE TRACT LOCATED IN THE LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, AND A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, CITY OF MANOR, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 267.942 ACRE TRACT OF LAND CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP INC., AS DESCRIBED IN DOCUMENT NUMBER 2019176020, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID, HAVING BEEN APPROVED FOR SUBDIVISION, PURSUANT TO THE PUBLIC NOTIFICATION AND HEARING PROVISION OF CHAPTER 212 AND 232 OF THE LOCAL GOVERNMENT CODE,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS "MANOR HEIGHTS PHASE 5" OF THE CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY SUBDIVIDES SAID 62,333 ACRES OF LAND OF SAID IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT TO BE KNOW AS "MANOR HEIGHTS PHASE 5" AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND PUBLIC EASEMENTS THEREON SHOWN FOR THE PURPOSED AND CONSIDERATION THEREIN EXPRESSED: SUBJECT TO ANY EASEMENT OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS DAY _____, ___.

BY:_____
FORESTAR (USA) REAL ESTATE GROUP INC.,
A DELAWARE CORPORATION
10700 PECAN PARK BLVD. STE. 150
AUSTIN, TEXAS 78750

THE STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON OR AGENT WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ___ DAY OF _____, 20__.

_____
NOTARY PUBLIC
NOTARY REGISTRATION NUMBER _____
MY COMMISSION EXPIRES: _____
COUNTY OF _____
THE STATE OF _____

STATE OF TEXAS §
COUNTY OF TRAVIS §

I, ALEJANDRO E. GRANADOS RICO, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STAND POINT AND COMPLIES WITH THE ENGINEERING RELATED PORTION OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

THIS SITE IS LOCATED IN THE COTTONWOOD CREEK WATERSHED.

A PORTION OF THIS SITE LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48453C0505H, EFFECTIVE DATE SEPTEMBER 26, 2008, AND 48453C0485J, EFFECTIVE DATE AUGUST 18, 2014, TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

_____
ALEJANDRO E. GRANADOS RICO, P.E.
REGISTERED PROFESSIONAL ENGINEER No. 130084
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD
AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759

STATE OF TEXAS §
COUNTY OF TRAVIS §

I, JOHN G. MOSIER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEYING RELATED PORTIONS OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE IS TRUE AND CORRECT, AND WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

_____
JOHN G. MOSIER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6330 - STATE OF TEXAS
10101 REUNION PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216
Ph. 210-321-3402
greg.mosier@kimley-horn.com

SURVEYOR'S NOTES

1. THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE PLANE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83). AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS).
2. ALL DISTANCES AND COORDINATES SHOWN HEREON ARE ON THE SURFACE. USE THE COMBINED SURFACE TO GRID SCALE FACTOR OF 0.99992067045 TO CONVERT TO THE GRID. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.
3. ALL PROPERTY CORNERS OF THE LOTS IN THIS SUBDIVISION WILL BE MONUMENTED PRIOR TO LOTS SALES AND AFTER ROAD CONSTRUCTION WITH A 1/2-INCH IRON ROD WITH RED PLASTIC CAP STAMPED "KHA", UNLESS OTHERWISE NOTED.

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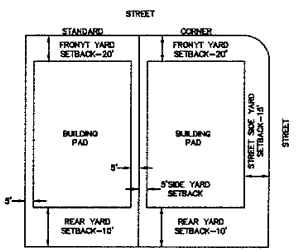
GENERAL NOTES:

1. PROPERTY OWNERS OF THE LOTS ON WHICH THE PUBLIC UTILITY EASEMENT OR THE UNDERGROUND STORM WATER DRAINAGE FACILITIES EASEMENT ARE LOCATED AS SHOWN ON THIS PLAT SHALL PROVIDE ACCESS TO THE CITY OF MANOR IN ORDER FOR THE CITY OF MANOR TO INSPECT AND MAINTAIN THE UNDERGROUND FACILITIES LOCATED WITHIN ANY OF SUCH EASEMENTS.
2. A 10' PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET RIGHTS OF WAY.
3. PUBLIC SIDEWALKS BUILT TO CITY OF MANOR STANDARDS, ARE REQUIRED ALONG ALL STREETS WITHIN THIS SUBDIVISION, THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE ADJOINING LOT BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE COVERING BODY OR UTILITY COMPANY.
4. DRIVEWAY AND DRAINAGE CONSTRUCTION STANDARDS SHALL BE IN ACCORDANCE WITH THE REQUIREMENT OF THE CITY OF MANOR STANDARDS UNLESS OTHERWISE SPECIFIED AND APPROVE BY THE CITY OF MANOR.
5. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO THE CITY OF MANOR WATER AND WASTEWATER SYSTEM.
6. NO BUILDINGS SHALL BE CONSTRUCTED OR MAINTAINED WITHIN THE PUBLIC UTILITIES EASEMENTS OR THE UNDERGROUND STORM WATER FACILITIES EASEMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF MANOR. THE CITY OF MANOR IS NOT RESPONSIBLE FOR THE DAMAGE TO OR REPLACING ANY PORTIONS OF ANY FENCING, LANDSCAPING OR OTHER IMPROVEMENTS CONSTRUCTED WITHIN ANY OF SUCH EASEMENTS WHICH WERE NOT APPROVED BY THE CITY OF MANOR BEFORE THEIR CONSTRUCTION DUE TO THE NECESSARY AND CUSTOMARY WORK BY THE CITY OF MANOR IN REPAIRING, MAINTAINING, OR REPLACING THE UNDERGROUND PIPES AND RELATED FACILITIES WITHIN SUCH EASEMENTS.
7. ALL STREETS, DRAINAGE IMPROVEMENTS, SIDEWALKS, WATER AND WASTEWATER LINES, AND EROSION CONTROLS SHALL BE CONSTRUCTED AND INSTALLED TO CITY OF MANOR STANDARDS.
8. EROSION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON INDIVIDUAL LOTS, INCLUDING DETACHED SINGLE FAMILY IN ACCORDANCE WITH SECTION 1.4.0 OF THE CITY OF AUSTIN ENVIRONMENTAL CRITERIA MANUAL.
9. ALL STREETS IN THE SUBDIVISION SHALL BE CONSTRUCTED TO CITY OF MANOR URBAN STREET STANDARDS. ALL STREETS WILL BE CONSTRUCTED WITH CURB AND GUTTER.
10. PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF MANOR.
11. THE SUBDIVISION OWNER/DEVELOPER AS IDENTIFIED ON THIS PLAN IS RESPONSIBLE FOR POSTING FISCAL SURVEY FOR THE CONSTRUCTION OF ALL SIDEWALKS AS SHOWN OR LISTED ON THE PLAN, WHETHER INSTALLED BY THE OWNER/DEVELOPER OR INDIVIDUAL HOMEBUILDERS. IT IS THE RESPONSIBILITY OF THE OWNER/DEVELOPER TO ENSURE ALL SIDEWALKS ARE ADA COMPLIANT UNLESS A WAIVER HAS BEEN GRANTED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION.
12. THE BUILDING SETBACK LINES SHALL COMPLY WITH THE APPROVED MANOR HEIGHTS PUD ARE AS FOLLOWS:
    (SEE TYPICAL SETBACK DETAIL)
    FRONT YARD - 20'
    REAR YARD - 10'
    SIDE YARD - 5'
    STREET SIDE YARD - 15'
13. THE HOME OWNERS ASSOCIATION, AND/OR ITS SUCCESSORS AND ASSIGNS ("THE "HOA") SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL NON-RESIDENTIAL LOTS THAT ARE DEDICATED TO THE HOA.
14. PER THE APPROVED MANOR HEIGHTS PUD, MINIMUM SINGLE-FAMILY RESIDENTIAL LOT SHALL BE 6250 SQ. FT. WITHIN PUD-SF-1 AND 3300 SQ. FT. WITHIN PUD-MEDIUM DENSITY. THE MINIMUM HOME SIZES WILL COMPLY WITH THOSE SET FORTH IN THE MANOR HEIGHTS PUD OF 1500 SQ. FT.
15. THE HOMEOWNER ASSOCIATION, AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HOA") SHALL BE RESPONSIBLE FOR MAINTENANCE OF LOT 900, BLOCK P, IN ACCORDANCE WITH THAT CERTAIN DEVELOPMENT AGREEMENT (MANOR HEIGHTS) DATED EFFECTIVE NOVEMBER 7, 2018 (THE "DEVELOPMENT AGREEMENT") AND SHALL ENTER INTO A LICENSE AGREEMENT WITH THE CITY IN SUBSTANTIALLY THE FORM PROVIDED IN THE DEVELOPMENT AGREEMENT.
16. DEDICATION AND CONVEYANCE LOT 15, BLOCK T, PARKLAND SHALL BE MADE TO THE CITY OF MANOR, TEXAS IN ACCORDANCE WITH THAT CERTAIN DEVELOPMENT AGREEMENT (MANOR HEIGHTS) DATED EFFECTIVE NOVEMBER 7, 2018, AS AMENDED (THE "DEVELOPMENT AGREEMENT"). THE OWNER/DEVELOPER SHALL ENTER INTO A LICENSE AGREEMENT WITH THE CITY IN SUBSTANTIALLY THE FORM PROVIDED IN THE DEVELOPMENT AGREEMENT. THE CITY SHALL BE RESPONSIBLE FOR MAINTENANCE OF LOT 15, BLOCK T, PARKLAND UPON THE TERMINATION OF THE LICENSE AGREEMENT OR THE TERMINATION OF THE MAINTENANCE PERIOD PROVIDED IN THE DEVELOPMENT AGREEMENT, WHICHEVER IS LONGER.
17. ACCESS TO NON-RESIDENTIAL LOTS SHALL BE PROVIDED TO THE CITY WHERE MAINTENANCE IS REQUIRED TO BE PERFORMED BY THE CITY IN ACCORDANCE WITH THAT CERTAIN DEVELOPMENT AGREEMENT (MANOR HEIGHTS) DATED EFFECTIVE NOVEMBER 7, 2018.




TYPICAL SETBACK DETAIL
NOT TO SCALE

CITY OF MANOR ACKNOWLEDGMENTS

THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF MANOR CORPORATE CITY LIMITS AS OF THIS DATE. ____ DAY OF _____, ___.

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, ON THIS THE DATE. ____ DAY OF _____, ___.

APPROVED: ATTEST:

_____ _____
JULIE LEONARD, CHAIRPERSON LLUVIA T. ALMARAZ, CITY SECRETARY

ACCEPTED AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, ON THIS THE DATE. ____ DAY OF _____, ___.

APPROVED: ATTEST:

_____ _____
DR. CHRISTOPHER HARVEY, MAYOR LLUVIA T. ALMARAZ, CITY SECRETARY

COUNTY OF TRAVIS:
STATE OF TEXAS:
KNOW ALL ME BY THESE PRESENTS:

I, REBECCA GUERRERO, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DATE. ____ DAY OF _____, ____ AT _____ O'CLOCK____, DULY RECORDED ON THE DAY OF ____ DAY OF _____, 20__, AT _____ O'CLOCK, ____ IN THE PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER _____, OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS ____ DAY OF _____, ___.

REBECCA GUERRERO, COUNTY CLERK, TRAVIS
COUNTY, TEXAS

BY:_____
DEPUTY

SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
10101 REUNION PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216
PH: (210) 541-9166 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.
TBPLS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759
TBPE FIRM REGISTRATION NO. F-928
PH: (512) 418-1771 FAX: (512) 418-1791
CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

OWNER/DEVELOPER:
FORESTAR (USA) REAL ESTATE GROUP, INC.,
A DELAWARE CORPORATION
10700 PECAN PARK BLVD. STE. 150
AUSTIN, TEXAS 78750
CONTACT: JEFF SCOTT

# MANOR HEIGHTS PHASE 5

62.333 ACRES

BEING A PORTION OF A 267.942 ACRE TRACT RECORDED IN DOCUMENT NO. 2019176020, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, AND A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, CITY OF MANOR, TRAVIS COUNTY, TEXAS

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

| Scale | Drawn by | Checked by | Date | Project No. | Sh |
|---|---|---|---|---|---|
| N/A | DJG | JGM | 10/22/2021 | 069255706 | |

I:\MANOR HEIGHTS DEVELOPMENT\069313623\MANOR HTS PHASE 5\DWG\PLAT\SHT1.DWG PLOTTED BY GONZALEZ, DAVID 7/26/2022 2:42 PM LAST SAVED 7/26/2022 2:41 PM

# COST ESTIMATE

**City of Manor, Texas**
**Special Assessment Revenue Bonds, Series 2024**
**(Manor Heights Public Improvement District Improvement Area #4 Project)**

**Estimated Sources and Uses of Funds [1]**

**Estimated Delivery Date:** **5/15/2024**

| | Improvement Area #4 |
|---|---|
| **SOURCES OF FUNDS** | |
| Bond Par | $ 5,070,000.00 |
| **Total Sources of Funds** | **$ 5,070,000.00** |
| **USES OF FUNDS** | |
| Project Fund | $ 3,649,493.02 |
| Capitalized Interest Fund [2] | 414,050.00 |
| Debt Service Reserve Fund [3] | 490,156.98 |
| Costs of Issuance Fund [4] | 304,200.00 |
| Underwriter's Discount | 101,400.00 |
| Underwriter's Counsel Fee | 50,700.00 |
| Administrative Fund [5] | 60,000.00 |
| **Total Uses of Funds** | **$ 5,070,000.00** |

***Notes:***

1. Preliminary and subject, subject to approval by the Issuer.
2. Capitalized interest through September 15, 2025.
3. Sized to the lesser of the three prong test.
4. Estimated at 6.0% of bond par.
5. Assumes first two years of collection costs funded at closing.

**City of Manor, Texas**
**Special Assessment Revenue Bonds, Series 2024**
**(Manor Heights Public Improvement District Improvement Area #4 Project)**

**Level Bond Structure - Improvement Area Development Assumptions[1]**

| Lot Type[2] | Number of Lots[2] | Base Lot Price[2] | Total Lot Value[2] | Estimated Buildout Value / Lot[2] | Estimated Buildout Value[2] | MIA Bond Assessment[3] | IA #4 Bond Assessment | Total Assessment | Assessment per Lot | Value to Lien | Maximum Annual Installment[4] | Max Annual Installment per Lot[4] | Estimated Equivalent Tax Rate[4] |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ***Improvement Area No. 4*** | | | | | | | | | | | | | |
| 50' | 313 | $ 82,680 | $ 25,878,840 | $ 413,400 | $ 129,394,200 | $ 2,107,581 | $ 3,302,622 | $ 5,410,203 | $ 17,285 | 4.8 : 1 | $ 427,001 | $ 1,364.22 | $ 0.33000 |
| 55' | 41 | $ 90,948 | $ 3,728,868 | $ 454,740 | $ 18,644,340 | $ 303,680 | $ 475,873 | $ 779,553 | $ 19,013 | 4.8 : 1 | $ 61,526 | $ 1,500.64 | $ 0.33000 |
| 60' | 102 | $ 99,216 | $ 10,120,032 | $ 496,080 | $ 50,600,160 | $ 824,179 | $ 1,291,505 | $ 2,115,683 | $ 20,742 | 4.8 : 1 | $ 166,981 | $ 1,637.06 | $ 0.33000 |
| **Total / Avg.** | **456** | **$ 87,122** | **$ 39,727,740** | **$ 868,140** | **$ 198,638,700** | **$ 3,235,440** | **$ 5,070,000** | **$ 8,305,440** | **$ 18,214** | **4.8 : 1** | **$ 655,508** | **$ 1,437.52** | **$ 0.33000** |

***Notes:***

1. Preliminary and subject to change. Subject to approval by the Issuer.
2. Per the Developer.
3. Allocation per the PID Administrator.
4. Includes principal, interest, additional intereste and collection costs.

**City of Manor, Texas**
**Special Assessment Revenue Bonds, Series 2024**
**(Manor Heights Public Improvement District Improvement Area #4 Project)**

**Estimated Debt Service and Annual Installments [1]**

| Period | Maximum Annual Installment [2] | *Less:* MIA Bond Allocation [3] | Principal | Rate [4] | Interest | Debt Service | Capitalized Interest [5] | Reserve Fund [6] | Additional Interest [7] | Collection Costs [8] | Net Annual Installments [9] | Remaining Installment Revenues [10] |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 9/15/2025 | $ 655,508 | $ 226,495 | $ - | 6.125% | $ 414,050 | $ 414,050 | $ 414,050 | $ - | $ - | $ - | $ - | $ 429,012 |
| 9/15/2026 | 655,508 | 228,474 | 59,000 | 6.125% | 310,538 | 369,538 | - | - | 25,350 | 31,212 | 426,100 | 934 |
| 9/15/2027 | 655,508 | 228,270 | 63,000 | 6.125% | 306,924 | 369,924 | - | - | 25,055 | 31,836 | 426,815 | 423 |
| 9/15/2028 | 655,508 | 227,551 | 67,000 | 6.125% | 303,065 | 370,065 | - | - | 24,740 | 32,473 | 427,278 | 679 |
| 9/15/2029 | 655,508 | 226,751 | 72,000 | 6.125% | 298,961 | 370,961 | - | - | 24,405 | 33,122 | 428,489 | 268 |
| 9/15/2030 | 655,508 | 227,910 | 75,000 | 6.125% | 294,551 | 369,551 | - | - | 24,045 | 33,785 | 427,381 | 217 |
| 9/15/2031 | 655,508 | 226,861 | 80,000 | 6.125% | 289,958 | 369,958 | - | - | 23,670 | 34,461 | 428,088 | 558 |
| 9/15/2032 | 655,508 | 227,772 | 84,000 | 6.125% | 285,058 | 369,058 | - | - | 23,270 | 35,150 | 427,477 | 259 |
| 9/15/2033 | 655,508 | 228,193 | 88,000 | 6.125% | 279,913 | 367,913 | - | - | 22,850 | 35,853 | 426,615 | 699 |
| 9/15/2034 | 655,508 | 228,432 | 93,000 | 6.125% | 274,523 | 367,523 | - | - | 22,410 | 36,570 | 426,502 | 573 |
| 9/15/2035 | 655,508 | 228,489 | 98,000 | 6.125% | 268,826 | 366,826 | - | - | 21,945 | 37,301 | 426,072 | 946 |
| 9/15/2036 | 655,508 | 228,363 | 104,000 | 6.125% | 262,824 | 366,824 | - | - | 21,455 | 38,047 | 426,326 | 819 |
| 9/15/2037 | 655,508 | 228,055 | 111,000 | 6.125% | 256,454 | 367,454 | - | - | 20,935 | 38,808 | 427,197 | 256 |
| 9/15/2038 | 655,508 | 227,565 | 118,000 | 6.125% | 249,655 | 367,655 | - | - | 20,380 | 39,584 | 427,619 | 323 |
| 9/15/2039 | 655,508 | 226,893 | 125,000 | 6.125% | 242,428 | 367,428 | - | - | 19,790 | 40,376 | 427,594 | 1,021 |
| 9/15/2040 | 655,508 | 228,079 | 132,000 | 6.125% | 234,771 | 366,771 | - | - | 19,165 | 41,184 | 427,120 | 309 |
| 9/15/2041 | 655,508 | 226,949 | 141,000 | 6.125% | 226,686 | 367,686 | - | - | 18,505 | 42,007 | 428,198 | 360 |
| 9/15/2042 | 655,508 | 227,677 | 149,000 | 6.125% | 218,050 | 367,050 | - | - | 17,800 | 42,847 | 427,697 | 133 |
| 9/15/2043 | 655,508 | 227,803 | 158,000 | 6.125% | 208,924 | 366,924 | - | - | 17,055 | 43,704 | 427,683 | 21 |
| 9/15/2044 | 655,508 | 227,639 | 167,000 | 6.125% | 199,246 | 366,246 | - | - | 16,265 | 44,578 | 427,090 | 779 |
| 9/15/2045 | 655,508 | 227,183 | 178,000 | 6.125% | 189,018 | 367,018 | - | - | 15,430 | 45,470 | 427,917 | 407 |
| 9/15/2046 | 655,508 | 226,437 | 189,000 | 6.125% | 178,115 | 367,115 | - | - | 14,540 | 46,379 | 428,034 | 1,036 |
| 9/15/2047 | 655,508 | 227,441 | 200,000 | 6.125% | 166,539 | 366,539 | - | - | 13,595 | 47,307 | 427,441 | 626 |
| 9/15/2048 | 655,508 | 228,054 | 212,000 | 6.125% | 154,289 | 366,289 | - | - | 12,595 | 48,253 | 427,137 | 317 |
| 9/15/2049 | 655,508 | 228,278 | 225,000 | 6.125% | 141,304 | 366,304 | - | - | 11,535 | 49,218 | 427,057 | 172 |
| 9/15/2050 | 655,508 | 228,113 | 239,000 | 6.125% | 127,523 | 366,523 | - | - | 10,410 | 50,203 | 427,135 | 260 |
| 9/15/2051 | 655,508 | 227,558 | 254,000 | 6.125% | 112,884 | 366,884 | - | - | 9,215 | 51,207 | 427,305 | 644 |
| 9/15/2052 | 655,508 | - | 497,000 | 6.125% | 97,326 | 594,326 | - | - | 7,945 | 52,231 | 654,502 | 1,006 |
| 9/15/2053 | 655,508 | - | 529,000 | 6.125% | 66,885 | 595,885 | - | - | 5,460 | 53,275 | 654,620 | 887 |
| 9/15/2054 | 655,508 | - | 563,000 | 6.125% | 34,484 | 597,484 | - | 490,157 | 2,815 | 54,341 | 654,640 | 868 |
| | **$ 19,665,231** | **$ 6,147,287** | **$ 5,070,000** | | **$ 6,693,768** | **$ 11,763,768** | **$ 414,050** | **$ 490,157** | **$ 512,630** | **$ 1,210,783** | **$ 13,073,131** | **$ 444,814** |

***Notes:***

1. Preliminary and subject, subject to approval by the Issuer.
2. Based on developed lot values as provided by the Developer.
3. Allocation per the PID Administrator.
4. Rates are preliminary, subject to change and for discussion and illustrative purposes only.
5. Capitalized interest through September 15, 2025.
6. Sized to the lesser of the three prong test.
7. Funded at 0.5% of outstanding bond value.
8. First two years funded at closing. Assumes a 2.0% annual escalator thereafter.
9. Net of capitalized interest, excludes release of reserve funds at maturity.
10. For modeling purposes only.

# COMPARABLE LOT SALES

**COMPARABLE SUBDIVISION NUMBER ONE**

| | |
|---|---|
| Name: | Okra |
| Location: | West side of FM 973 and north side of Shadow Glen community. |
| School District: | Manor ISD |
| Utilities: | Unknown |
| Current Owner/Developer: | Okra Land Incorporated |
| Number of Lots: | 309 |
| Lot Characteristics: | 208 50' x 125' lots<br>101 60' x 125' lots |
| Lot Status: | Projected delivery of finished lots is First Quarter 2025. |
| Absorption: | One builder's proposed takedown schedule is 25-30 lots per quarter with escalator of 7.0%. |
| Option Contract Details: | Offer price per front foot for lots is $2,200 to $2,400. One builder offered to buy 50' lots for $2,200/FF; would consider 60' lots for $2,000/FF. A second builder offered $2,200/SFF for all of the lots in three takedowns. |
| Neighborhood Amenities: | Parks, trail, greenbelt |
| Current Buyer Profile: | To be determined. |
| Current Tax Rate: | $2.367147/$100 of appraised value. |
| Comments: | None. |
| Confirmation: | Name: Confidential<br>Date: 03/18/24<br>Appraiser: EYR and JCG |

**COMPARABLE SUBDIVISION NUMBER TWO**

| | |
|---|---|
| Name: | Briarwood |
| Location: | South side of FM 1100, adjacent to Neidig Elementary School. |
| School District: | Elgin ISD |
| Utilities: | Briarwood MUD |
| Current Owner/Developer: | ATX Elgin Development LLC (Ashton Gray) |
| Number of Lots: | 772 |
| Lot Characteristics: | All lots are 50'. |
| Lot Status: | Phase 1 is under construction. |
| Absorption: | One builder's takedown schedule is 20 lots initially, then 20 lots per quarter. Community has four builders. |
| Option Contract Details: | Contract for one builder agreed upon one year ago. Price per front foot is $1,700. |
| Neighborhood Amenities: | Planned pool, recreation center, playground, parks |
| Current Buyer Profile: | CastleRock home prices range from $332-$421K. Brightland, Chesmar, and Coventry have not released prices as of mid-March 2024. |
| Current Tax Rate: | $2.887884/$100 of appraised value. |
| Comments: | First lot closings are expected in April 2024. |
| Confirmation: | Name: Confidential<br>Date: 03/18/24<br>Appraiser: EYR and JCG |

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AGENDA ITEM NO. 21

# AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 17, 2024
**PREPARED BY:** Scott Dunlop, Director
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a Declaration of Public Water Quality Easement for the Shadowglen Development.

**BACKGROUND/SUMMARY:**

The residential portions of Shadowglen are in Manor's ETJ so subdivision plats and plans are approved by the city as well as Travis County. Since they also fall under Travis County reviews, they are subject to County regulations, one of which is water quality easements and setbacks from floodplains and creeks. This easement is being declared at the request of Travis County to satisfy their subdivision requirements. Further, the Shadowglen Development Agreement permits drainage easement and infrastructure that serves the development to be placed on the city's 200-acre property that bisects the development along Wilbarger Creek.

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

- Easement

**STAFF RECOMMENDATION:**

It is the City Staff's recommendation that the City Council approve a Declaration of Public Water Quality Easement for the Shadowglen Development.

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

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**DECLARATION OF PUBLIC WATER QUALITY EASEMENT**

STATE OF TEXAS §

COUNTY OF TRAVIS §

That the City of Manor, Texas, a Texas home-rule municipal corporation, whose mailing address is 105 E. Eggleston Street, Manor, Travis County, Texas 78653 (hereinafter called the "Declarant"), being the owner of that certain 200.38 acre tract of land out of the William Standerford Survey No. 70 situated in Travis County, Texas, pursuant to that certain deed of record in Document No. 2012141817 of the Official Public Records of Travis County, Texas, has executed this Declaration of Public Water Quality Easement (the "Easement") for the purpose of establishing the following non-exclusive easement to use a portion of said land for the Easement Purpose, as herein defined, in, under, upon, and across the following described property (the "Easement Tract"), to-wit:

> All that 0.432 acre strip of land out of the William Standerford Survey No. 70, Abstract No. 743, situated in Travis County, Texas, being more particularly described by metes and bounds in Exhibit A, which is attached hereto and made a part hereof.
>
> Also see "Sketch to Accompany Field Notes" made a part of Exhibit A.

The Easement, rights, and privileges hereby created shall be used solely for the purpose of the installation, construction, operation, use, maintenance and repair of water quality facilities (the "Easement Purpose"). Except as otherwise stated, the Easement and other rights and privileges hereby created shall be perpetual.

Declarant further covenants and agrees:

1) to use the Easement Tract only in those ways consistent with the water quality easement herein granted and agrees to do nothing which would materially impair use of, or would damage, or destroy the water quality facilities within the Easement Tract, and it is further understood and agreed that the covenants and agreements set forth herein shall be considered covenants running with the land, fully binding upon Declarant and its successors and assigns;

2) no objects that would interfere in any material way or are inconsistent with the rights granted under this instrument for water quality easement purposes, including but not limited to, buildings, fences, or landscaping that obstructs or

impairs use of the water quality facilities for the purposes granted herein, shall be allowed on the Easement Tract;

3) the subject Easement shall be maintained by the developer, or its assigns, which may include a municipal utility district, property management company, or home owners' association through a license agreement; and

4) Declarant or its assigns shall provide for access to the subject Easement as may be reasonably necessary and shall not prohibit access for inspection or maintenance of said Easement.

The benefits and obligations of the Easement created herein shall constitute benefits and servitudes running with the land.

EXECUTED THIS THE ____ DAY OF _____, 2024.

**DECLARANT:**

**THE CITY OF MANOR**

By: _____
Dr. Christopher Harvey, Mayor

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me this ____ day of _____, 2024, by Dr. Christopher Harvey, Mayor for the City of Manor, Texas, on behalf of said municipal corporation.

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

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

**A METES AND BOUNDS DESCRIPTION OF A 0.432 ACRE STRIP OF LAND**

# EXHIBIT A

**BEING** a 0.432 acre (18,812 square feet) strip of land situated in the William Sanderford Survey No. 70, Abstract No. 743, in Travis County, Texas; being a portion of a called 200.38 acres tract of land described to the City of Manor as shown on instrument recorded in Document No. 2012141817 of the Official Public Records of Travis County, and being more particularly described as follows:

**COMMENCING**, at a 1/2-inch iron rod with plastic surveyor's cap stamped "KHA" set in the westerly boundary line of said 6.102 acres "Tract 2", at an east angle corner of a called 6.102 "Tract 2" described to PHAU - Shadowglen 22, LLC, as shown on instrument recorded in Document No. 2023079821 of the Official Public Records of Travis County;

**THENCE**, North 41°15'38" East, 15.90 feet along the common boundary line between said 6.102 acres "Tract 2" and said 200.38 acres tract to the **POINT OF BEGINNING**;

**THENCE,** departing said common line and crossing said 200.38 acres tract the following five (5) courses and distances:

1. North 17°07'34" East, 122.29 feet to a point for corner;
2. North 41°15'38" East, 47.52 feet to a point for corner;
3. North 27°59'50" East, 168.10 feet to a point for corner;
4. North 37°32'03" East, 129.62 feet to a point for corner;
5. South 52°27'57" East, 28.92 feet to a point for corner in the west line of Lot 1, Block A of the Shadowglen Phase 2 Subdivision, plat of which is shown on instrument recorded in Document No. 202000049 of the Official Public Records of Travis County;

**THENCE,** South 27°59'50" West, with the west line of said Lot 1, Block A, 127.21 feet to a 1/2-inch iron rod with plastic surveyor's cap stamped "KHA" set for the south corner of said Lot 1, Block A and an angle corner of said 6.102 Acres "Tract 2";

**THENCE,** South 27°59'50" West, continuing with said west line of Lot 1, Block A, and the east line of said 200.38 acres tract, 169.74 FEET to a 1/2-inch iron rod with plastic surveyor's cap stamped "KHA" set for an angle corner;

**THENCE,** South 41°15'38" West, 164.93 feet to the **POINT OF BEGINNING**, and containing 0.432 acre of land in Travis County, Texas. All distances are on the Grid and shown in U.S. Survey Feet. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas. The bearings, distances, areas and coordinates shown hereon are Texas State Coordinate System GRID, Central Zone (FIPS 4203) (NAD'83), as determined by the Global Positioning System (GPS).

John G. Mosier

STATE OF TEXAS
REGISTERED
JOHN G. MOSIER
6330
PROFESSIONAL
LAND SURVEYOR

11/14/2023

JOHN G. MOSIER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6330
10101 Reunion Place, Suite 400,
San Antonio, TX 78216
PH. 210-541-9166
greg.mosier@kimley-horn.com

**WATER QUALITY EASEMENT**
0.432 ACRE
WILLIAM SANDERFORD SURVEY
NO.70, ABSTRACT NO. 743
TRAVIS COUNTY, TEXAS

Kimley»Horn
10101 Reunion Place, Suite 400
San Antonio, Texas 78216
FIRM # 10193973
Tel. No. (210) 541-9166
www.kimley-horn.com

| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|---|---|---|---|---|---|
| N/A | MJM | JGM | 11/14/2023 | 069254501 | 1 OF 2 |

MCLAUGHLIN, MICHAEL 11/14/2023 3:48 PM \\SNAFP01\TX_SNA1\SNA_SURVEY\SHADOWGLEN DEVELOPMENT\069254501-SHADOWGLEN 18-28\DWG\EXHIBITS\0.431 AC PWQC EASEMENT.DWG

| LINE TABLE | | |
|---|---|---|
| NO. | BEARING | LENGTH |
| L1 | N41°15'38"E | 15.90' |
| L2 | N17°07'34"E | 122.29' |
| L3 | N41°15'38"E | 47.52' |
| L4 | N27°59'50"E | 168.10' |
| L5 | N37°32'03"E | 129.62' |
| L6 | S52°27'57"E | 28.92' |
| L7 | S27°59'50"W | 127.21' |
| L8 | S27°59'50"W | 169.74' |
| L9 | S41°15'38"W | 164.93' |

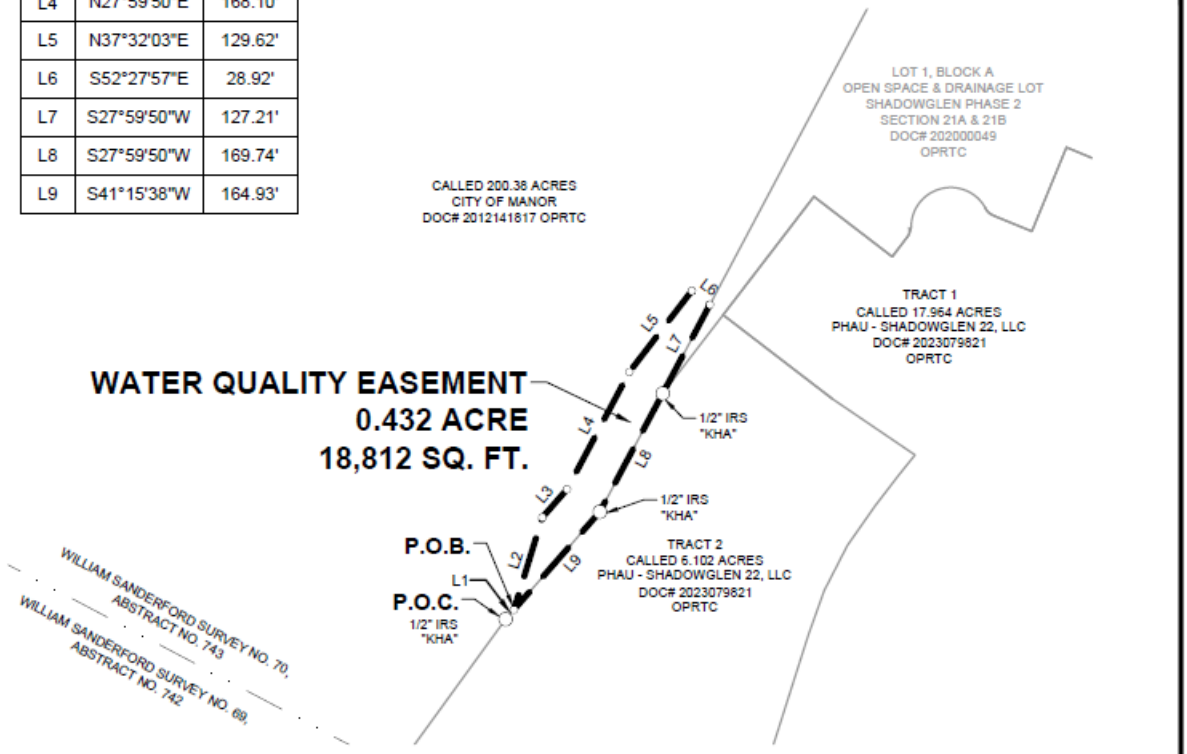
**LEGEND:**
P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
IRFC = IRON ROD W/CAP FOUND
OPRTC. = OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS

# EXHIBIT A

NORTH

0 100 200

GRAPHIC SCALE IN FEET




SURVEYORS CERTIFICATION: THIS IS A LEGAL DESCRIPTION BASED ON A FIELD SURVEY BY KIMLEY-HORN PERSONNEL. NO TITLE RESEARCH WAS PROVIDED IN THE PREPARATION OF THIS EXHIBIT. NO IMPROVEMENTS ARE SHOWN. ALL EXISTING EASEMENTS MAY NOT BE SHOWN. THIS IS NOT A LAND TITLE SURVEY.

GEODETIC NOTE: THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

John G. Mosier

JOHN G. MOSIER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6330
10101 Reunion Place, Suite 400,
San Antonio, TX 78216
PH. 210-541-9166
greg.mosier@kimley-horn.com

STATE OF TEXAS
REGISTERED
JOHN G. MOSIER
6330
PROFESSIONAL
LAND SURVEYOR

11/14/2023

**WATER QUALITY EASEMENT**
0.432 ACRE
WILLIAM SANDERFORD SURVEY
NO.70, ABSTRACT NO. 743
TRAVIS COUNTY, TEXAS

Kimley»Horn

10101 Reunion Place, Suite 400
San Antonio, Texas 78216 FIRM # 10193973
Tel. No. (210) 541-9166
www.kimley-horn.com

| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|---|---|---|---|---|---|
| 1" = 200' | MJM | JGM | 11/14/2023 | 069254501 | 2 OF 2 |

MCLAUGHLIN, MICHAEL 11/14/2023 3:48 PM \\SNAFP01\TX_SNA1\SNA_SURVEY\SHADOWGLEN DEVELOPMENT\069254501-SHADOWGLEN 18-28\DWG\EXHIBITS\0.431 AC PWQC EASEMENT.DWG

AGENDA ITEM NO. 22

# AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 17, 2024
**PREPARED BY:** Scott Dunlop, Director
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a License Agreement for the City of Refuge Church of God in Christ for the construction, improvement, installation, maintenance, access and use of a driveway located on certain real property in the Carriage Hills Section One Subdivision.

**BACKGROUND/SUMMARY:**

This license agreement is for a proposed church at 13114 Old Highway 20. The property is one acre but is narrow at approximately 108' wide and 424' in depth. Due to the narrowness of the property, to accommodate the required fire lane width of 26' in addition to the parking, maneuvering areas, building, drainage, and landscaping area the property owner is requesting to place half the width of the fire lane, or 13' of it, on the city's property. The church would be responsible for the ongoing maintenance of the drive aisle.

The city's property is dedicated as open space/park/drainage, and the area adjacent to the church is a 26' flag of the total 6.3-acre property. The driveway will also provide better access for city crews to reach the larger portion of the lot for maintenance purposes.

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

- License Agreement
- Licensed Property Area
- Licensed Property Aerial

**STAFF RECOMMENDATION:**

It is the City Staff's recommendation that the City Council approve a License Agreement for the City of Refuge Church of God in Christ for the construction, improvement, installation, maintenance, access and use of a driveway located on certain real property in the Carriage Hills Section One Subdivision.

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

# CITY OF MANOR
# LICENSE AGREEMENT

This License Agreement (the "Agreement") is made and entered into on this the 1 day of April, 2024, (the "Effective Date")by and between the CITY OF MANOR, a home-rule municipal corporation and political subdivision of the State of Texas situated in Travis County, Texas (the "City" or "Licensor"), and the CITY OF REFUGE CHURCH OF GOD IN CHRIST, a Texas non-profit corporation (the "Licensee"). The City and the Licensee are referred to together as the "Parties".

RECITALS:

**WHEREAS**, Lot 8-A of the Amended and Final Plat of Lot 8, Block B, Carriage Hills Section One in Travis County, Texas recorded in Document No. 200700027 of the Official Public Records of Travis County, Texas contains publicly-owned land (the "Carriage Hills Section One Subdivision"); and

**WHEREAS**, the City desires to authorize the Licensee permission to enter and use publicly-owned land within the Carriage Hills Section One Subdivision to construct, improve, install, maintain and access improvements under the terms and conditions set forth in this License Agreement.

NOW, THEREFORE, in consideration of the premises; in furtherance of the mutual benefits to be derived by the general public, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Licensee agree as follows:

## I. RECITALS

1.01. The Recitals set out above in this Agreement are hereby adopted in whole as if each were set out herein.

## II. PURPOSE OF LICENSE AGREEMENT

2.01. The City grants to Licensee permission to use the licensed property consisting of a 10,060 square foot tract of land for the following purposes only:

> Construction, improvement, installation, maintenance, access and use of a driveway (the "Improvements") located or to be located on that certain real property in the Carriage Hills Section One Subdivision, as more particularly shown and described in Exhibit "A" attached hereto.

The above-described property, hereinafter referred to as the "Licensed Property", is further shown in Exhibit "A" attached to this Agreement and incorporated by reference for all purposes.

2.02. The City makes this grant solely to the extent of its right, title and interest in the licensed property, without any express or implied warranties.

2.03. Licensee agrees that: (a) the construction of the Improvements permitted by this Agreement shall be done in compliance with all applicable City, County, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted; (b) that all construction and installation of the Improvements will be completed in a timely manner without delay; and (c) the Licensee will construct the Improvements according to plans filed with the City and filed and reviewed by the County, if necessary. Any changes in construction will be approved by the City. Any provision herein to the contrary notwithstanding, Licensee shall be liable for, and shall indemnify and hold the City harmless from all damages, causes of action, and claims arising out of or in connection with Licensee's installation, operation, maintenance or removal of the Improvements permitted under this Agreement.

## III. FEE

3.01. No annual fee shall be due in connection with this Agreement.

## IV. CITY'S RIGHTS TO LICENSED PROPERTY

4.01. This Agreement is expressly subject and subordinate to the present and future right of the City, its successors, assigns, lessees, grantees, and Licensees, to construct, install, establish, maintain, use, operate, and renew any public utilities facilities, franchised public utilities, rights-of-way, roadways, or streets on, beneath, or above the surface of the Licensed Property.

4.02. Said uses of the Licensed Property by the City are permitted even though such use may substantially interfere with or destroy Licensee's use of the Licensed Property, or the Improvements. In case of a declared emergency, damage to or destruction of Licensee's property shall be at no charge, cost, claim, or liability to the City, its agents, contractors, officers, or employees.

4.03. Notwithstanding any provisions in this Agreement to the contrary, the City retains the right to enter upon the Licensed Property, at any time and without notice, assuming no obligation to Licensee, to remove any of the licensed improvements or alterations thereof whenever such removal is deemed necessary for: (a) exercising the City's rights or duties with respect to the Licensed Property; (b) protecting persons or property; or (c) the public health or safety with respect to the Licensed Property.

## V. INSURANCE

5.01. Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the City and licensed to do business in Texas, with a combined single limit of not less than $600,000.00, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the City as an additional-insured. This insurance coverage shall cover all perils arising from the activities of Licensee, its officers, employees, agents, or contractors, relative to this Agreement, or otherwise within the public right-of-way and within the Licensed Property. Licensee shall be responsible for any deductibles stated in the policy. The amount of such coverage

may be increased from time to time as may be deemed necessary and prudent by the City and the Licensee based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. A certificate of insurance evidencing such coverage shall be delivered to the City Secretary of the City within thirty (30) days of the Effective Date of this Agreement.

5.02 Licensee shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until forty-five (45) days after the City has received written notice as evidenced by a return receipt of registered or certified mail. Notwithstanding the foregoing, in the event obtaining such provision for prior notice to the City is not reasonably available, Licensee agrees to give the City written notice of any suspension, cancellation, non-renewal or material change in coverage of the insurance policy required to be obtained and maintained by the Licensee under the terms of this Agreement. Within ten (10) days after a suspension, cancellation or non-renewal of coverage, Licensee shall provide a replacement certificate of insurance to the City. The City shall have the option to suspend Licensee's authorization and liability under this Agreement should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

## VI. INDEMNIFICATION

6.01. Licensee shall indemnify, defend, and hold harmless the City and its officers, agents and employees against all claims, suits, demands, judgments, damage, costs, losses, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises from or is in any manner caused by the activities of the Licensee under this Agreement, including any acts or negligent omissions of the Licensee, and its agents, officers, directors, or employees, while in the exercise or performance of the rights or duties under this Agreement. This indemnification provision, however shall not apply to any claims, suits, demands, judgments, damage, costs, losses, or expenses arising solely from the negligent or willful acts or omissions of the City; provided that for the purposes of the foregoing, the City's entering into this Agreement shall not be deemed to be a "negligent or willful act."

## VII. CONDITIONS

7.01. Licensee's Responsibilities. Licensee shall be responsible for any and all damage to or repair of the Improvements or damage to the Licensed Property caused as a result of acts or omissions by Licensee, its agents, officers, directors, or employees. Further, Licensee shall reimburse the City for all costs of replacing or repairing any property of the City or of others which was damaged or destroyed as a result of activities under this Agreement by, or on behalf of, Licensee.

7.02. Maintenance. Licensee shall maintain the Licensed Property and the Improvements by maintaining the Improvements in good condition and making any necessary repairs to the Improvements at its expense. Licensee shall be responsible for any costs associated with electrical usage as a result of the Improvements.

7.03. Modification or Removal of Improvements. Licensee agrees that modification or removal of the Improvements shall be at Licensee's expense. Licensee shall obtain the proper permits prior to modification of the Improvements. Modification or removal shall be at Licensee's sole discretion, except where otherwise provided by this Agreement. This Agreement, until its expiration or revocation shall run as a covenant with the land, and the terms and conditions of this Agreement shall be binding on the grantees, successors and assigns of Licensee. Licensee shall cause any immediate successors-in-interest to have actual notice of this Agreement.

7.04. Default. In the event that Licensee fails to maintain the Licensed Property or otherwise comply with the terms or conditions as set forth herein, the City shall give Licensee written notice thereof, by registered or certified mail, return receipt requested, to the address set forth below. Licensee shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of, and, if Licensee does not satisfactorily remedy the same within the thirty (30) day period, the City may terminate this Agreement and the license granted herein.

City:

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

with a copy to:
The Knight Law Firm, LLP
Attn: Paige Saenz
223 West Anderson Lane, Suite A-105
Austin, Texas 78752

Licensee:

City of Refuge Church of God in Christ
Attn: Ricky E. Allen
5407 Regency Dr.
Austin, TX 78724

with a copy to:
_____
_____
_____

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

7.06. Compliance. Notwithstanding any other term, provision or conditions of this Agreement,

subject only to prior written notification to the Licensee, this Agreement is revocable by the City if Licensee fails to comply with the terms and conditions of this Agreement or otherwise fails to comply with the terms and conditions of this Agreement, including, but not limited to, the insurance requirements specified herein.

## VIII. COMMENCEMENT AND TERMINATION

8.01. This Agreement shall begin with the effective date set forth above and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein, unless otherwise terminated. If Licensee abandons construction or maintenance of all or any part of the Improvements or Licensed Property as set forth in this Agreement, then this Agreement, shall expire and terminate following thirty (30) days written notice to the Licensee if such abandonment has not been remedied by the Licensee within such period; the City shall thereafter have the same complete title to the Licensed Property so abandoned as though this Agreement had never been made and shall have the right to enter the Licensed Property and terminate the rights of Licensee, its successors and assigns hereunder. All installations of Licensee not removed shall be deemed property of the City as of the time abandoned.

## XI. TERMINATION

9.01. Termination by Licensee. This Agreement may be terminated by Licensee by delivering written notice of termination to the City not later than thirty (30) days before the effective date of termination. If Licensee so terminates, then it shall remove all installations, other than the Improvements, that it made from the Licensed Property within the thirty (30) day notice period at its sole cost and expense. Failure to do so shall constitute a breach of this Agreement.

9.02. Termination by City. Subject to prior written notification to Licensee or its successor-in-interest, this Agreement is revocable by the City if:

(a) The licensed Improvements, or a portion of them, interfere with the City's right-of-way;

(b) Use of the right-of-way area becomes necessary for a public purpose;

(c) The licensed Improvements, or a portion of them, constitute a danger to the public which the City deems not be remediable by alteration or maintenance of such improvements;

(d) Despite thirty (30) days written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or

(e) Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to any insurance or license fee requirements specified herein.

## X. EMINENT DOMAIN

10.01. If eminent domain is exerted on the Licensed Property by paramount authority, then the

City will, to the extent permitted by law, cooperate with Licensee to effect the removal of Licensee's affected installations and improvements thereon, at Licensee's sole expense. Licensee shall be entitled to retain all monies paid by the condemning authority to Licensee for Licensee's installations taken, if any.

## XI. INTERPRETATION

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

## XII. APPLICATION OF LAW

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

## XIII. VENUE

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

## XIV. COVENANT RUNNING WITH LAND; WAIVER OF DEFAULT

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

## XV. ASSIGNMENT

15.01. Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City, which consent shall not be unreasonably withheld. Subject to the assignee's compliance with the insurance requirements set forth herein, if any, the Licensee shall furnish to the City a copy of any such assignment or transfer of any of the Licensee's rights in this Agreement, including the name, address, and contact person of the assignee, along with the date of assignment or transfer.

## XVI. SIGNATORY WARRANTY

16.01. The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the organization for which such signatory has executed this Agreement.

## XVII. AMENDMENT

17.01. This Agreement may be amended only by an instrument in writing signed and approved

by both parties.

## XVIII. COUNTERPARTS

18.01. This Agreement may be executed in multiple counterparts, including by facsimile and electronic mail, and each such counterpart shall be deemed and original and all such counterparts shall be deemed one and the same instrument.

*[signatures follow this page]*

**ACCEPTED** this the _____ day of _____, 20____.

THE CITY:
CITY OF MANOR

_____
Dr. Christopher Harvey, Mayor

ATTEST:

By: _____
Name: Lluvia T. Almaraz
Title: City Secretary

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 20___, by Dr. Christopher Harvey, as Mayor of THE CITY OF MANOR, TEXAS, a home-rule municipality, on behalf of said City.

_____
Notary Public, State of Texas

LICENSEE:

City of Refuge Church of God In Christ

By: _____
Name: Ricky K. Allen
Title: Pastor

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 8TH day of April, 2024, by Pastor Ricky Allen, as Pastor of City of Refuge Church of God in Christ a Religious Assembly, on behalf of said City of Refuge Church of God in CHRIST

MANDY MARIE MILLER
Notary Public, State of Texas
Comm. Expires 03-08-2026
Notary ID 124382596

_____
Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:

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

**Exhibit "A"**
**[attachment follows this page]**

FILE#
EXHIBIT " A "

10,006.47 SQUARE FOOT
LICENSE PROPERTY

BEING 10,006.47 SQUARE FEET OF LAND, BEING OUT OF LOT 8-A, AMENDED FINAL PLAT OF LOT 8, BLOCK B, CARRIAGE HILLS, SECTION ONE, A SUBDIVISION IN MANOR TEXAS, ACCORDING TO THE MAP OR PLAT, RECORDED IN DOCUMENT NUMBER 200700027, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAME BEING THAT CERTAIN 6.3357 ACRE TRACT, GRANTED TO THE CITY OF MANOR IN SPECIAL WARRANTY DEED, RECORDED IN DOCUMENT NUMBER 2006243019, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 10,006.47 SQUARE FEET OF LAND TO BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING from an iron rod found, in the northerly right-of-way of Old Highway 20, same being the southeast corner of that certain City Of Refuge Church Of God in Christ, 1.00 Acre Tract, recorded in 2019069596, Official Public Records, said county, North 27 degrees 50 seconds 00 minutes East, along the easterly line of said, 1.00 Acre Tract, and the westerly line of said, Lot 8-A, 20.60 feet to the POINT OF BEGINNING, for the southwest corner hereof,

Thence, leaving said right-of-way, continuing along said line, North 27 degrees 50 minutes 00 seconds East, 402.39 feet to an iron rod found, being an angle corner in the southwesterly line of said Lot 8-A, and the northwest corner of said, 1.00 Acre Tract, for the northwest corner hereof,

Thence through said Lot 8-A, South 72 degrees 56 minutes 08 seconds East, 25.45 feet to an angle corner in the southeasterly line of said, Lot 8-A, being the northwest corner of Lot 8-B, said subdivision, for the northeast corner hereof,

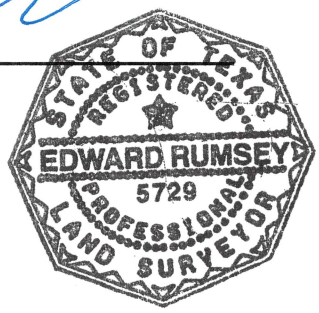
Thence South 27 degrees 50 minutes 00 seconds West, along the westerly line of said Lot 8-B, and the easterly line of said Lot 8-A, 402.39 feet, to the northerly line of said right-of-way, being the southwest corner of said Lot 8-B, and the southeast corner of said Lot 8-A, for the southeast corner hereof,

Thence along said right-of-way, and the southerly line of said Lot 8-A, North 72 degrees, 56 minutes 08 seconds West, 25.45 feet to the POINT OF BEGINNING.

WITNESS MY HAND THIS (LICENSE PROPERTY)

I, Edward Rumsey, licensed to practice Land Surveying in the State of Texas, hereby certify that the foregoing metes and bounds legal description and sketch were based on an on the ground survey, that all visible and apparent protrusions and encroachments into the easement area are accounted for including but not limited to, building footprint, eaves, and roof overhangs and all visible improvements whatsoever.

Witness my hand and seal this, 5th day of January 2021.




EDWARD C. RUMSEY, TX. RPLS #5729
ALL STAR LAND SURVEYING
9020 ANDERSON MILL ROAD
AUSTIN, TEXAS 78729
TBPELS FIRM NO. 10135000
PROP. I.D.# 236907-740939
JOB # A1209920

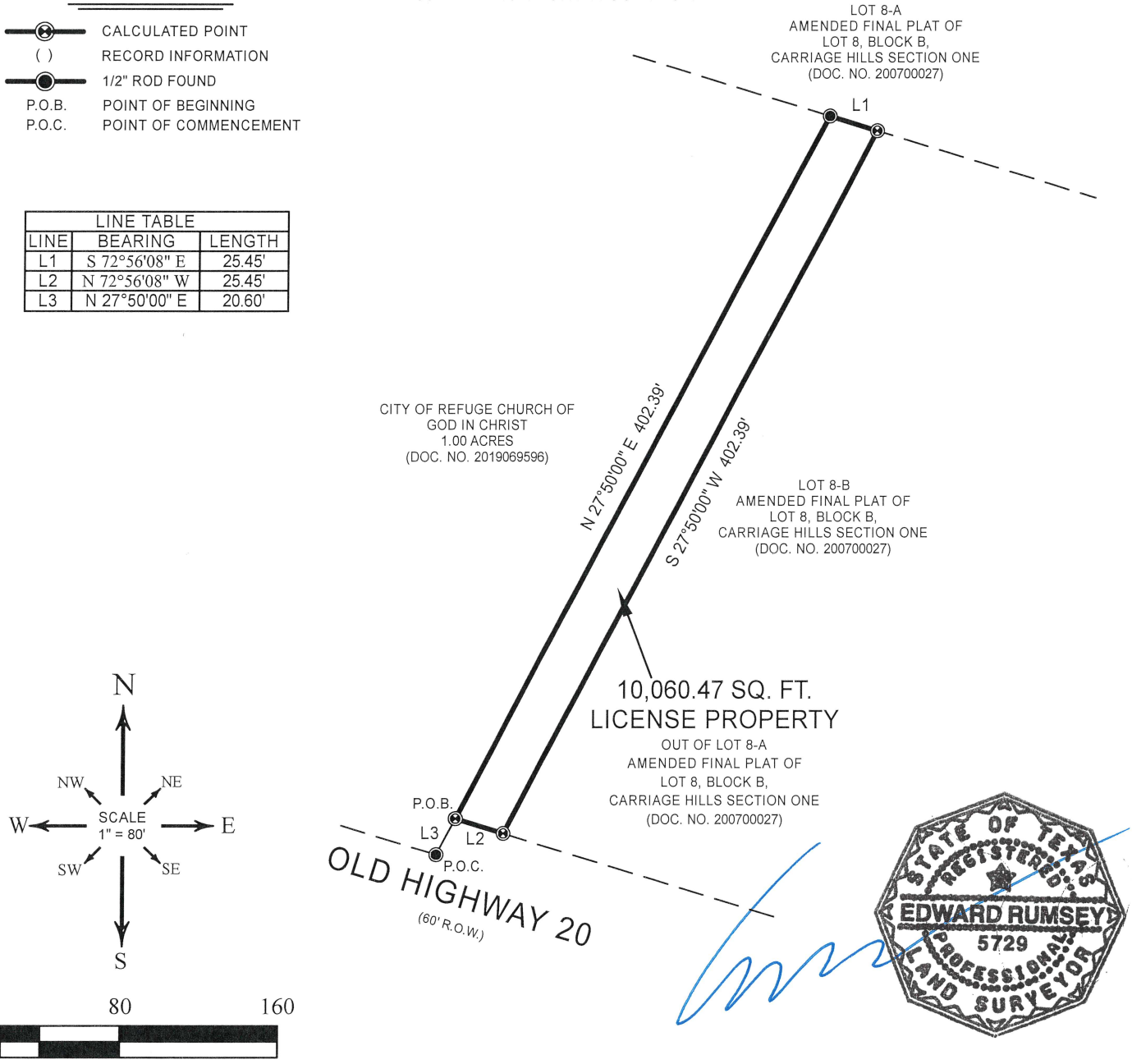
# LICENSE PROPERTY

BEARING BASIS:
BEARINGS ARE GRID NORTH BASED ON THE TEXAS COORDINATE SYSTEM CENTRAL TEXAS ZONE (4203) NAD83 HARN HORIZONTAL CONTROL.

## LEGEND

- CALCULATED POINT
- ( ) RECORD INFORMATION
- 1/2" ROD FOUND
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L1 | S 72°56'08" E | 25.45' |
| L2 | N 72°56'08" W | 25.45' |
| L3 | N 27°50'00" E | 20.60' |



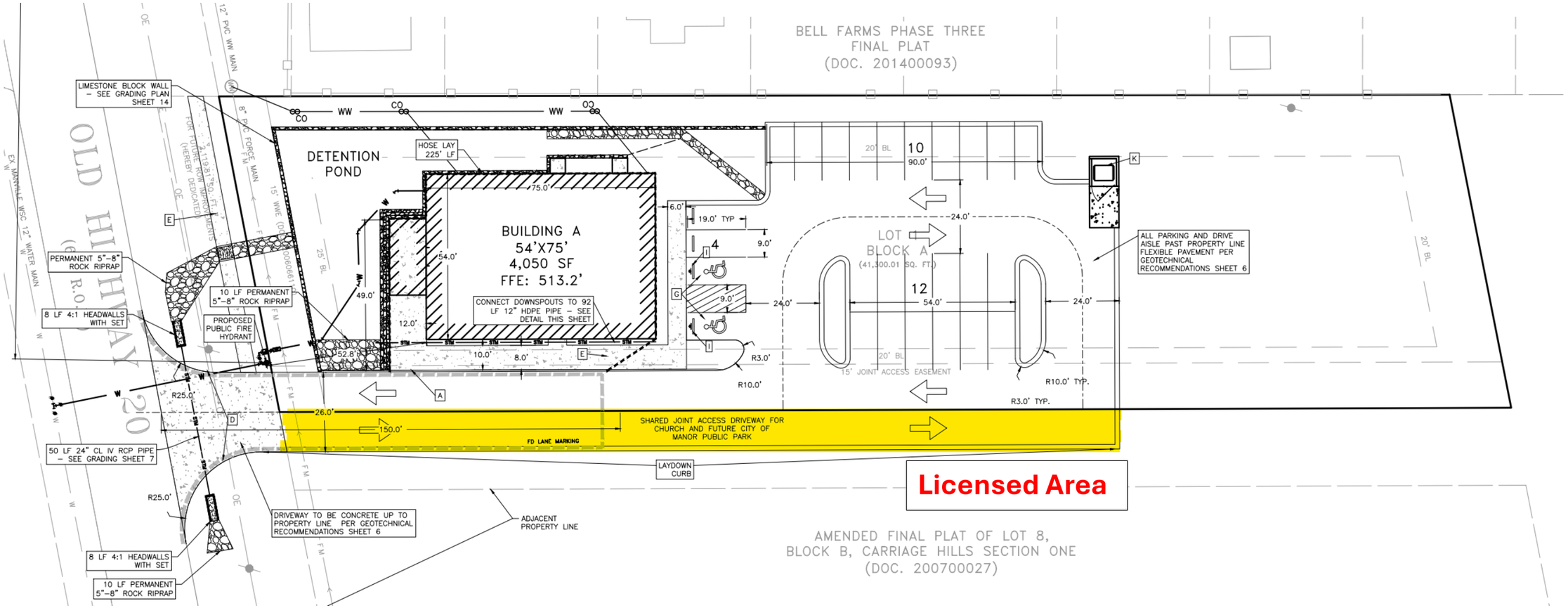

STATE OF TEXAS
REGISTERED
EDWARD RUMSEY
5729
PROFESSIONAL
LAND SURVEYOR

| | | |
|---|---|---|
| SURVEY DATE | APRIL 05, 2021 | |
| JOB NO. | A1209920 | |
| FIELDED BY: | CHRIS ZOTTER | 12/29/2020 |
| CALC. BY: | CHRIS ZOTTER | 12/29/2020 |
| DRAWN BY: | SEAN SUTTON | 12/29/2020 |
| RPLS CHECK | EDWARD RUMSEY | 01/05/2021 |

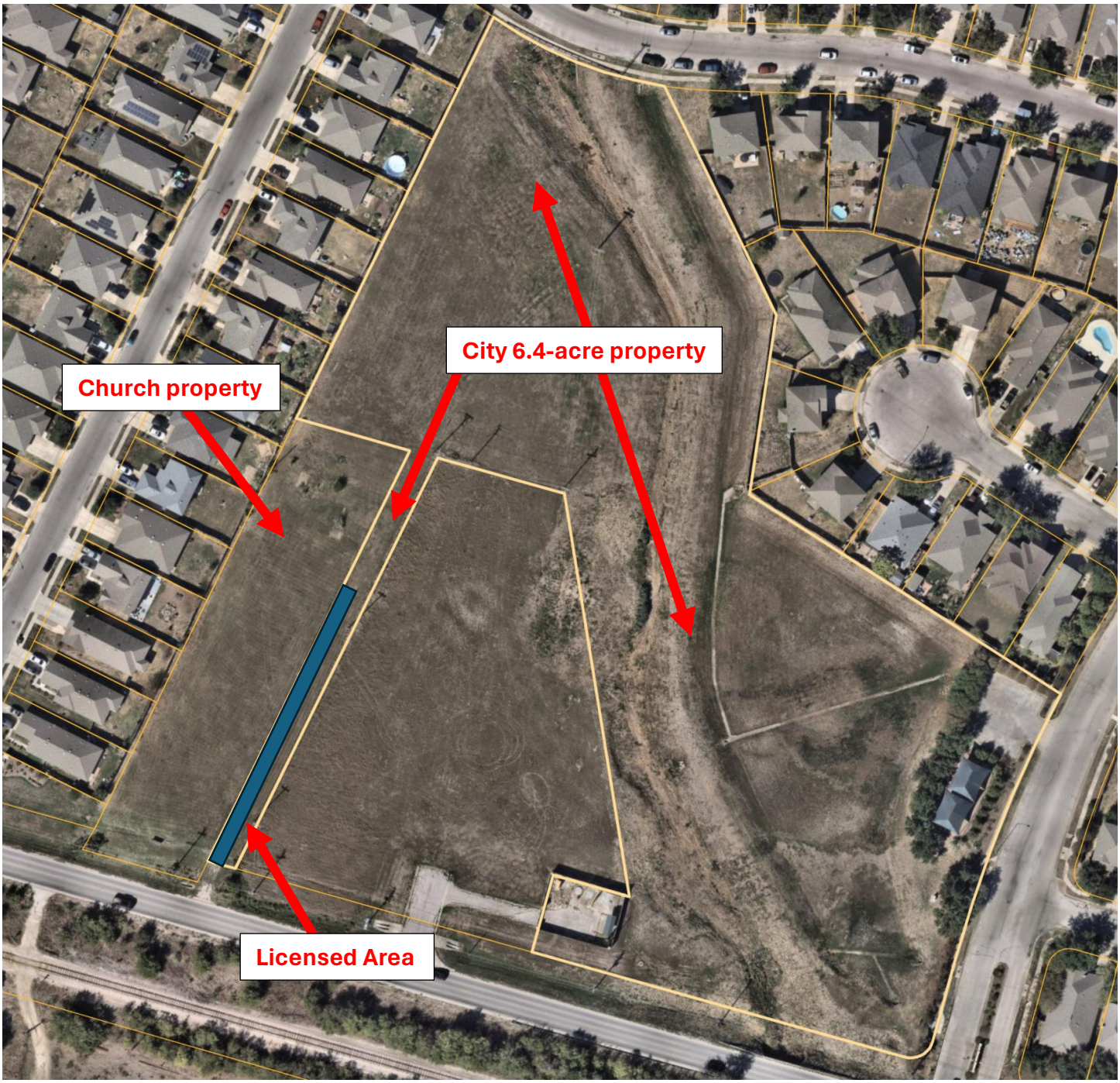
ALLSTAR Land Surveying
9020 ANDERSON MILL RD
AUSTIN, TEXAS 78729
(512) 249-8149 PHONE
(512) 331-5217 FAX
TBPELS FIRM NO. 10135000

## LEGAL DESCRIPTION

BEING 10,060.47 SQUARE FEET OF LAND, BEING OUT OF LOT 8-A, AMENDED FINAL PLAT OF LOT 8, BLOCK B, CARRIAGE HILLS, SECTION ONE, A SUBDIVISION IN MANOR TEXAS, ACCORDING TO THE MAP OR PLAT, RECORDED IN DOCUMENT NUMBER 200700027, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAME BEING THAT CERTAIN 6.3357 ACRES TRACT, GRANTED TO THE CITY OF MANOR IN SPECIAL WARRANTY DEED, RECORDED IN DOCUMENT NUMBER 2006243019, OFFICIAL PUBLIC RECORDS , TRAVIS COUNTY, TEXAS, SAID 10,060.47 SQUARE FEET OF LAND TO BE MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF.




**Licensed Area**


Church property
City 6.4-acre property
Licensed Area

AGENDA ITEM NO. 23

# AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 17, 2024
**PREPARED BY:** Scott Jones, Director
**DEPARTMENT:** Economic Development

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on the selection and award for the Mixed Use Sports/Entertainment Development Feasibility Study services for the 236-acre East Manor Development No. 1 property.

**BACKGROUND/SUMMARY:**

The Department of Economic Development sought proposals for a qualified firm to provide a Feasibility Study to determine the most advantageous mix of economic development and public uses for the 236-acre East Manor Development No. 1 property. Nine qualified proposals were received with the highest-priced proposal received being $546,000 and the lowest-priced proposal being $245,000. The Selection Committee, made up of the City Manager, Economic Development Services Director and the Development Services Director reviewed and scored the nine applicants weighing factors that included each firm's experience and qualifications, the project team involved, the project approach and timeline, the costs and fee schedule, and past performance and service on similar assignments. Attached is the list of responding firms and the Request for Proposal previously approved by the City Council.

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

- Request for Proposals
- List of Responding Firms

**STAFF RECOMMENDATION:**

Staff recommends City Council authorize the City Manager to select and award the Mixed Use Sports/Entertainment Development Feasibility Study services for the 236-acre East Manor Development No. 1 property to a consultant from the list of responding firms based on his and the selection committee's input and scoring of the Request for Proposals in an amount not to exceed $546,000, and to negotiate and execute a final service contract with the consultant selected.

**CITY COUNCIL:** **Recommend Approval** **Disapproval** **None**

# CITY OF MANOR REQUEST FOR PROPOSALS:

# MIXED-USE SPORTS/ENTERTAINMENT

# DEVELOPMENT FEASIBILITY STUDY

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**Proposal Reference Number: 2024-10**

**Project Title: East Manor Development No.1**

**Mixed-Use Feasibility Study**

**Proposal Closing Date: March 22, 2024 at noon.**

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APPENDIX B – FORM CIQ

SURVEY OF EAST MANOR DEVELOPMENT NO. 1 PROPERTY

LOCATIONAL MAP

# BACKGROUND INFORMATION

The City of Manor, Texas, a home-rule municipal corporation (the "City" or "Manor"), is issuing this Request for Proposals (RFP) with the intent of awarding a contract for the purchase of services contained in Section I, Scope of Services.

Located in east Travis County and situated along US Highway 290 East, the City has experienced unprecedented growth over the past twenty years. Since incorporation in 1913, Manor has grown from 282 acres to 6,228 acres, or 10 square miles today. In that time the population has increased to an estimated 20,000+ with almost all that growth occurring since the year 2000 when Manor's population was 1,204. Manor continues to attract new residents at an ever-increasing rate, with 4,000 new home permits issued in the past five fiscal years and over 2,000 apartments constructed and more seeking permitting. Per commercial consultant, The Retail Coach, Manor's surrounding 5 mile demographic ring contains 95,092 residents as of 2023, with an average household income of $102,118.

Manor is situated on the eastern edge of Austin, Texas along the high-volume north-south TX-130 toll road, just 6 miles north of Tesla's Gigafactory employing 20,000 professionals, 6 miles east of the Samsung Austin chipfab employing 10,000, and 10 miles from the first of several Samsung chipfabs being built in Taylor, the first opening in 2024 and employing 2,500. Vendors and suppliers to these businesses, like Applied Materials, US Farathane, HBPO Plastic Omnium, Wonik, Lone Star Electric,and CelLink, to name a few, are also locating or have located to this area creating thousands of additional employment opportunities.

To capitalize on the area's need for sports, entertainment and recreation opportunities, the City purchased the subject 236 acre "East Manor Development No. 1" tract, located on US290 one mile east of FM973 and straddling Cottonwood Creek at the epicenter of the eastern growth corridor of the Manor's expansion, using public funds in order to pursue economic development uses for 125.6 acres of the property consistent with Proposition 1 of Manor's November 7, 2023 Bond Proposition and utilizing Certificates of Obligation for public use of 110.5 acres (the portion of the property within the FEMA 100-year floodplain per the survey below). The first step of the planned development process is to conduct a professional feasibility study ("Feasibility Study") to determine most advantageous uses for the land, how they might be developed, and who might be the most likely partners or prospects for such strategies. The study aims to provide valuable insight and recommendations to guide the development process in collaboration with a private investor or investors, investment group, commercial property developer or a public private partnership framework.

# I. SCOPE OF SERVICES

The following is an outline of the desired services to be performed. The City will consider input from respondents as to other suggested ideas for services to be considered for inclusion. Those services should be listed as optional on the submission.

- Part 1 – Complete a high-level review of existing market studies, demographics and data, growth trends and forecasts, market conditions, range of area land uses, and the City's Comprehensive Master Plan. Organize the project team/client team, complete a site tour of Manor, a kickoff meeting with City staff, and gather demographic data.
- Part 2 – Site Analysis: Conduct a thorough assessment of the property to identify opportunities and constraints for the development including; a) buildable and unbuildable areas and available uses for each;

b) existing encumbrances, covenants or restrictions; c) utilities availability and capacity to serve the property or needs and cost for extension (and whose burden those costs are); d) topography, soils and geotechnical investigation; e) the Phase I Environmental Site Assessment already conducted, potential or endangered species on or near the site, cultural or historical features, identify and delineate wetlands, floodplains and Waters of the US; and, f) identify transportation access to all of property including ingress/egress and any impediments.

- Part 3 - Conduct sports, entertainment and recreational use market opportunity analyses, including one or more of the following:
    - Youth and/or adult amateur and/or professional sports arena/complex;
    - Performing arts center/theater;
    - Indoor/outdoor/combination sports and entertainment venues including ball sports, bowling, movies, arcade, amusement or family fun center, games, skating, batting, gymnasium, zip line, climbing or other athletic facility;
    - Convention/conference/event center/hotel(s);
    - Concert venue/amphitheater;
    - Theme park/waterpark/lagoon development/related;
    - Outdoor activated space and water/natural/eco-friendly/sustainable features;
    - Golf course/lodge, driving range, golf entertainment complex;
    - Destination retail/mixed use project;
    - Water sports/snow sports activities and attractions;
    - Non-branded/authentic/other entertainment or attractions.
    - Retail and restaurant;
    - Winery/brewery/distillery;
    - Small entertainment/eatertainment (branded concepts);
    - Office/shared workspace/mixed use/residential condo or leasehold;
    - Affordable housing opportunities (the City has a Public Facilities Corporation so the south 76 acres may lend itself to such use where tax exemption might be available if 50% or more units comply);
    - Hotel/hospitality;
    - Private educational facility;
    - Major healthcare facility/business campus/corporate headquarters;
    - Structured parking.
- Part 4 – Based on the buildable/unbuildable area map, make recommendations for up to 3 optimal project programs/land use development scenarios for the property including access, open space, land uses and parking; emphasize pros and cons of each scenario; differentiate between private and public development and recreation opportunities and benefits, as applicable.
- Part 5 – Develop preliminary designs, layouts and cost estimates for each proposed development and create economic impact projections; evaluate local regulations, permitting processes and compliance

requirements for the proposed developments, application and review fees, impact fees (including water, wastewater, roadway impact, etc.); identify government and other entities with jurisdiction over the property (city, county, TxDot, Manville Water Supply, TCEQ, FEMA, etc.) and any service or regulatory issues that could affect the projects.

- Part 6 – Create demand and financial projections for the recommended developments; assess the financial viability, revenue projections and potential funding sources; generate a model to test different land use scenarios and evaluate a high-level fiscal impact analysis, estimating the residual land value and future tax revenue generated as a result of each land use option (in an Excel spreadsheet format).
- Part 7 –Gather initial staff feedback on each plan developed and incorporate into final Feasibility Study report to City Council.

## II. SUBMISSION REQUIREMENTS

In order to be a considered response to this RFP, respondents are required to fill out attached Appendix A and Appendix B (found at the end of this packet) and submit along with it a response and support materials **of not more than 50 pages in total** that include, at minimum, the following information:

1. **Company Overview**. Basic information regarding the presenting firm or department including contact names and backgrounds of principals and professionals who will be involved in the project. Include the history of presenting organization and the firm's experience in developing Feasibility Studies for this type of complex development.

    1.1 Similar information for any sub-consultants or sub-contractors who will be used to complete the study.

2. **Resumes**. Provide resumes of key personnel assigned to this project.

3. **Experience**. Share at minimum 5 examples where the firm has completed an analysis of the market uses outlined in the scope of work (youth/adult/semi-pro sports complex, performing arts center, convention/conference center/hotel, entertainment and mixed-use facilities, etc.). Preference is given to examples from the last 10 years.

4. **Expertise.** Share any expertise in urban planning, real estate, economics, market analysis and financial modeling.

5. **Approach**. Describe in detail the approach or process that the firm or group will undertake with clear recommendations that will enable the City to make a sound decision.

6. **Fee**. Provide a lump-sum fee proposal for the study, inclusive of estimated research and travel expenses.

7. **Timing**. Provide a schedule and an estimated time frame for completion of the study.

### DUE DATE

The proposal and any attachments should be mailed (with an electronic copy via thumb drive) to the individual

listed below (under Contact Information) and received no later than noon on March 22, 2024. It is the responsibility of the respondent to ensure that the proposal is received by Scott Jones, Director of Economic Development, City of Manor, Texas by the date and time specified above.

Late proposals will not be considered. All costs incurred in the preparation of the proposal to this RFP will be the sole responsibility of the respondent and will not be reimbursed by the City. Additionally, the City shall incur no liability for the preparation and/or submission of any letter of interest incurred by a respondent. Any conditional submission may be cause for rejection. The City operates in compliance with the Texas Open Meeting Act/Texas Open Records Act, and therefore, all submissions and resulting analysis may be subject to disclosure to the public.

## KEY DATES CONCERNING THIS RFP

- Sealed Proposals Due to and Opened by the City on Friday, March 22, 2024 at 3 p.m. CST
- Evaluation of RFP's completed by Friday, April 5, 2024
- Notification of Selected Firm on or before Friday, April 19, 2024

## CONTACT INFORMATION

Please address all correspondence and requests to the following individual via mail or email:
City of Manor
Attn: Scott Jones, Economic Development Director
105 E. Eggleston Street
Manor, TX 78653
(512) 364-2747
sjones@manortx.gov

## QUESTIONS

Questions concerning this RFP should be addressed to Scott Jones by Monday, March 18, 2024 at 5:00 p.m. Copies of a Phase I Environmental Assessment, registered metes and bounds survey, and drone-sourced topography map can be forwarded electronically upon request. After this time, the City reserves the right to deny response to submitted inquiries. Inquiries should be submitted by email only. Follow-up conversations may be scheduled by other communications methods.

## POST-SUBMITTAL

The City of Manor and/or its agents will review the RFP submissions and investigate the qualifications of the respondent and the demonstrated ability to perform satisfactorily. The City will conduct meetings with respondents if appropriate and at the City's sole discretion.

## PROPOSAL EVALUATION AND CONTRACT AWARD

An award of a contract to provide the goods or services specified herein will be made using competitive sealed

proposals, in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. The City will evaluate all proposals to determine which Proposers provide the goods or services at the best value for the City. In determining best value, the City may weigh and consider the purchase price, the reputation of the Proposer and of the Proposer's goods or services; the quality of the Proposer's goods or service, the extent to which the goods and services meet the City's needs; the past relationship with the City, the total long-term cost to the City to acquire the Proposer's goods or services, and in addition, each additional factor identified in the Scope of Services for this contract, if any. The City may, at its option, conduct discussions with or accept proposal revisions from any reasonably qualified Proposer. Should the City award this contract, it shall award it to the responsible Proposer whose proposal is determined to be the most advantageous to the municipality City considering the relative importance of price and the other evaluation factors included in the request for proposals.

**Evaluation of Proposals**

City staff shall review and rank all responses and consultants may be selected for interviews or oral presentations as deemed necessary. City Council shall authorize City staff to make a final selection or City staff shall make a recommendation to the City Council for final selection. The City makes no commitment to any respondent to this RFP beyond consideration of its written response.

| Emphasis | Factor |
|---|---|
| 20% | Background qualifications and relevant experience of firm and personnel. |
| 25% | Past performance and service on similar assignments/projects. |
| 30% | Proposed approach to completing the project objective/scope of work; |
| 15% | Technical qualifications of staff actually involved in the project; |
| 10% | Pricing. |

# Appendix A – Proposal

**Submittal Checklist: (To determine validity of proposal)**

_____**Appendix A must be included in the proposal submittal**

_____**Appendix B - Conflict of Interest Form must be included in the proposal submittal.**

_____**HB 89 Verification Form**

_____**Form 1295 Certificate of Interested Party must be submitted with TEC and included in the proposal submittal**

_____**Confidentiality/Non-Disclosure Agreement**

_____**Cooperative Governmental Purchasing Notice**

| **All proposals submitted to the City of Manor shall include this page with the submitted Proposal.** | | | |
|---|---|---|---|
| **RFP Number:** | **2024-10** | | |
| **Project Title:** | **Mixed-Use Sports/Entertainment Feasibility Study** | | |
| **Submittal Deadline:** | **March 22, 2024 at 3:00pm** | | |
| **Proposer's Legal Name:** | | | |
| **Address:** | | | |
| **City, State & Zip** | | | |
| **Federal Employers Identification Number #** | | | |
| **Phone Number:** | | **Fax Number:** | |
| **E-Mail Address:** | | | |

**Proposer Authorization**

**I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Proposer.**

Printed Name and Position of Authorized Representative: _____

Signature of Authorized Representative: _____

Signed this_____(day) of_____(month),_____(year)

**Appendix A – Proposal (continued)**

**I.** ***REQUIRED PROPOSAL INFORMATION. IN ORDER FOR A PROPOSAL TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, PROPOSER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION***:

**1. Proposed Scope of Work**

A. Product or Service Description: Proposers should utilize this section to describe the technical aspects, capabilities, features and options of the product and/or service proposed in accordance with the required Scope of Services.

**2. Cost of Proposed Products and/or Services**

A. Pricing: Pricing shall reflect the full Scope of Services defined herein, inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit. Pricing shall be based at a rate for providing services consistent with the Project Scope of Work.

**3. Proposer's Qualifications**

A. Past Projects: List of 5 previously completed studies per use type, resumes of key personnel, and any additional information the proposer deems necessary.

**4. References**

Proposer shall provide three (3) references where Proposer has performed similar to or the same types of services as described herein.

Reference #1:

| | |
|---|---|
| Client / Company Name: | |
| Contact Name: | Contact Title: |
| Phone: | Email: |
| Date and Scope of Work Provided: | |

Reference #2:

| | |
|---|---|
| Client / Company Name: | |
| Contact Name: | Contact Title: |
| Phone: | Email: |
| Date and Scope of Work Provided: | |

Reference #3:

| | |
|---|---|
| Client / Company Name: | |
| Contact Name: | Contact Title: |
| Phone: | Email: |
| Date and Scope of Work Provided: | |

**II.** ***CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE PROPOSER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFP WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSER HEREBY ACKNOWLEDGES, AND TO WHICH PROPOSER AGREES BY SUBMITTING A PROPOSAL***:

**1. Delivery of Products and/or Services**

A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice.

B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.

C. Late Delivery or Performance: If Proposer fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to

purchase the goods or services from another source and assess any increase in costs to the defaulting Proposer, who agrees to pay such costs within ten days of invoice.

D. Title to Goods and Risk of Loss: For goods to be provided by Proposers hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.

**2. Miscellaneous**

A. Independent Contractor: Proposer agrees that Proposer and Proposer's employees and agents have no employer-employee relationship with City. Proposer agrees that if Proposer is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.

B. Assignments: The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the City Manager. Such consent shall not relieve the assigner of liability in the event of default by the assignee.

C. Liens: Proposer shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Proposer or Proposer's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

D. Gratuities / Bribes: Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any City officer, employee or elected representative, with respect to this RFP or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract.

E. Financial Participation: Proposer certifies that it has not received compensation from the City to participate in preparing the specifications or RFP on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

F. Required Licenses: Proposer certifies that Proposer holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.

G. Authority to Submit Proposal and Enter Contract: The person signing on behalf of Proposer certifies that the signer has authority to submit the Proposal on behalf of the Proposer and to bind the Proposer to any resulting contract.

H. Compliance with Applicable Law: Proposer agrees that the contract will be subject to, and Proposer will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.

**3. Financial Responsibility Provisions**

A. Insurance: The Proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as City may require:

i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;

ii. Proposer is also required to comply with any Professional Liability Insurance requirements set forth by the laws of the State of Texas. Failure to do so will result in a "non-responsive" designation for the bid.

B. **Indemnification: Proposer agrees to defend, indemnify and hold harmless the City, all of its officers, Council members, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including reasonable attorneys' fees, court costs and related expenses, arising out of, connected with, or resulting from any acts or omissions of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of this contract without regard to whether such persons are under the direction of City agents or employees.**

# GOVERNMENTAL CONTRACT AND PURCHASING RIDER FOR CONTRACTS WITH THE CITY OF MANOR, TEXAS

By submitting a response to a solicitation or bid, or by entering into a contract for goods or services and/or by accepting a purchase order, the contractor, consultant or vendor, identified below, agrees that the below terms and conditions shall govern all agreements with the City unless otherwise agreed to by a specifically executed provision within the contract or purchase order, provided same is permissible by law. Absent a specifically executed provision, the below terms are BINDING and SUPERSEDE any and all other terms and/or conditions whether oral or written.

Application. This GOVERNMENTAL CONTRACT AND PURCHASING RIDER FOR CONTRACTS WITH THE CITY OF MANOR, TEXAS ("Governmental Rider") applies to, is part of, and takes precedence over any conflicting provision in or attachment to the Response to Solicitation or Bid, Contract or Purchase Order, as applicable, ("Contract") (attached hereto) of (*Vendor Name)*, ("Vendor"). The Contact involved in this Governmental Rider is described as follows:

## ***General Public Rideshare Management Services***

Payment Provisions. The City's payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code. The City reserves the right to modify any amount due to Vendor presented by invoice to the City if necessary to conform the amount to the terms of the contract.

Multiyear Contracts. If the City's City Council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution). It is understood and agreed the City shall have the right to terminate the Contract at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the contract, as determined by the City's budget for the fiscal year in question. The City may execute such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

Local Preference. The City Council supports the local preference option for purchasing. In accordance with Section 271.9051 of the State of Texas Local Government Code, the City Council may choose to award a competitive bid to a bidder whose principal place of business is in the City limits, provided that this bid is within 5% of the lowest bid price received, provided such action is not prohibited by law. The City determines that any such local bidder offers the City the best combination of contract price and additional economic development opportunities.

No ex-parte communication during Competitive Bidding Period. To insure the proper and fair evaluation of a response, the City prohibits ex-parte communication initiated by the proposed Vendor to a City official or employee evaluating or considering the responses prior to the time a

formal decision has been made. Questions and other communication from vendors will be permissible until 5:00 pm on the day specified as the deadline for questions. Any communication between the proposed Vendor and the City after the deadline for questions will be initiated by the appropriate City official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the response. Ex-parte communication may be grounds for disqualifying the offending Vendor from consideration or award of the solicitation then in evaluation, or any future solicitation.

Abandonment or Default. A Vendor who abandons or defaults the work on the contract and causes the City to purchase goods, materials or services elsewhere may be charged for any increased cost of goods, materials and/or services related thereto; may be considered disqualified in any re-advertisement of the service; and may not be considered in future bids for the same type of work for a period of three years for the same scope of work, goods or services.

Disclosure of Litigation. Each prospective Vendor shall include in its proposal a complete disclosure of any civil or criminal litigation or investigation pending which involves the Vendor or which has occurred in the past in which the Vendor has been judged guilty or liable by a competent court regardless of whether the Court Order or Judgment is final or on appeal.

Cancellation. The City reserves the right to cancel the contract without penalty by providing 30 days prior written notice to the Vendor. Termination under this paragraph shall not relieve the Vendor of any obligation or liability that has occurred prior to cancellation. NOTE: This contract is subject to cancellation, without penalty, at any time the City deems the vendor to be non-compliant with contractual obligations.

Annual Vendor Performance Review. The City reserves the right to review the Vendor's performance at the end of each twelve-month contract period and to cancel all or part of the Contract (without penalty) or continue the contract through the next period.

Compliance with Other Laws and Certification of Eligibility to Contract. Any offer to contract with the City shall be considered an executed certification that the Vendor will comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, (as amended during the contracting period) and any orders and decrees of any court, administrative bodies or tribunals in any matter affecting the performance of the Contract, including without limitation, immigration laws, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations.

Compliance with all Codes, Permitting and Licensing Requirements. The successful Vendor shall comply with all national, state and local laws and regulations as well as those of any other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. The successful Vendor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations.

Liability and Indemnity of City. Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution)

Indemnity and Independent Vendor Status of Vendor. Vendor shall indemnify, save harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees and any and all other costs or fees (whether grounded in Constitutional law, Tort, Contract, or Property Law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the Contract and/or arising out of a willful or negligent act or omission of the Vendor its officers, agents, and employees. It is understood and agreed that the Vendor and any employee or sub- contractor of Vendor shall not be considered an employee of the City. The Vendor shall not be within protection or coverage of the City's workers' compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. City specifically reserves the right to reject any and all Vendor's employees, representatives or sub-contractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not in the best interest of the City or is found to interfere with the effective and efficient operation of the City's workplace.

Liens. Vendor agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the Contract. At the City's request the Vendor shall provide and shall cause all subcontractors to provide a proper release of all liens, or satisfactory evidence of freedom from liens shall be delivered to the City.

Confidentiality. Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law is invalid. (Chapter 552, Texas Government Code).

Tax Exemption. The City is not liable to Vendor for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. Texas limited sales tax exemption certificates will be furnished upon request. Vendors shall not charge for said taxes. If billed, the City will remit payment less sales tax.

Contractual Limitations Period. Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

Sovereign Immunity. Any provision of the Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgment of the provision within the contract.

Governing Law and Venue. Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Travis County, Texas.

Right to trial by Jury. Any provision of the Contract that seeks to waive an aggrieved Party's right to trial by jury is void unless agreed to by specific acknowledgement of the provision within the contract.

Certificate of Interested Parties (TEC Form 1295). For contracts that require City Council approval or that is for services that would require a person to register as a lobbyist under Chapter 305 of the Government Code, the City may not accept or enter into a contract until it has received from the Vendor a completed, signed, and notarized Texas Ethics Commission (TEC) Form 1295complete with a certificate number assigned by the (TEC), pursuant to Texas Government Code §2252.908 and the rules promulgated thereunder by the TEC. The Vendor understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering the Contract.

Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 may accompany the bid or may be submitted separately but must be provided to the City prior to the award of the contract. Neither the City nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any potential Vendor with respect to the proper completion of the TEC Form 1295.

Anti-Boycott Israel Verification**.** In accordance with Chapter 2270 of the Texas Government Code, as amended, the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at $100,000 or more unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing the Contract on behalf of Vendor verifies that Vendor and its parent company, wholly owned subsidiaries, majority-owned subsidiaries and other affiliates, if any, do not boycott Israel and, to the extent the Contract is a contract for goods or services, will not boycott Israel during the term of the Contract. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The signatory understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit. This section does not apply to a Vendor which is a sole proprietorship and/or which has less than 10 full-time employees. This section does not apply to a contract valued at less than

$100,000.

Iran, Sudan, and Foreign Terrorist Organizations. The *s*ignatory executing the Contract on behalf of Vendor represents that neither Vendor nor any of its parent company, wholly owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf,
https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or
https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the entity and each of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The signatory understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit.

Anti-boycott Energy Companies Verification. Vendor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Contract. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).

Antidiscrimination of a Firearm Entity or Firearm Trade Association Verification. Vendor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Contract. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade

association" means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

**CITY OF MANOR, TEXAS**

**By:**_____

**Scott Moore, City Manager**

**Date:**_____

_____

**Vendor**

**By:**_____

**Name:**_____

**Title:**_____

**Date:**_____

# Appendix B – Form CIQ

## INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

**WHO:** The following persons must file a Conflict-of-Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding $2,500 during the preceding twelve – month period, or an officer or a member of the officer's family has accepted gifts with an aggregate value of more than $250 during the previous twelve – month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
   a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
   b. contracts for the purchase or sale of real property, personal property including an auction of property;
   c. tax abatement and economic development agreements;
2. submits a bid to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City.

**THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:**

1. Mayor, City Council Members and City Manager;
2. Board and Commission members and appointed members by the Mayor and City Council; and
3. Department Directors of the City who have authority to sign contracts on behalf of the City.

**EXCLUSIONS:** A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer's family from a family member; a contract or purchase of less than $2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

**WHAT:** A person or business that contracts with the City or who seeks to contract with the City must file a "Conflict of Interest Questionnaire" (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding "employment or business relationships" with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

**WHEN:** The person or business must file:

1. The questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a bid or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

**WHERE:** The vendor or potential vendor must mail or deliver a completed questionnaire to the City Secretary. ***The Department is required by law to post the statements on the City's website.***

**ENFORCEMENT:** Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed $500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

CITY OF MANOR
EST. 1872 TEXAS

# CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

**For vendor doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

# CONFLICT OF INTEREST QUESTIONNAIRE
## For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

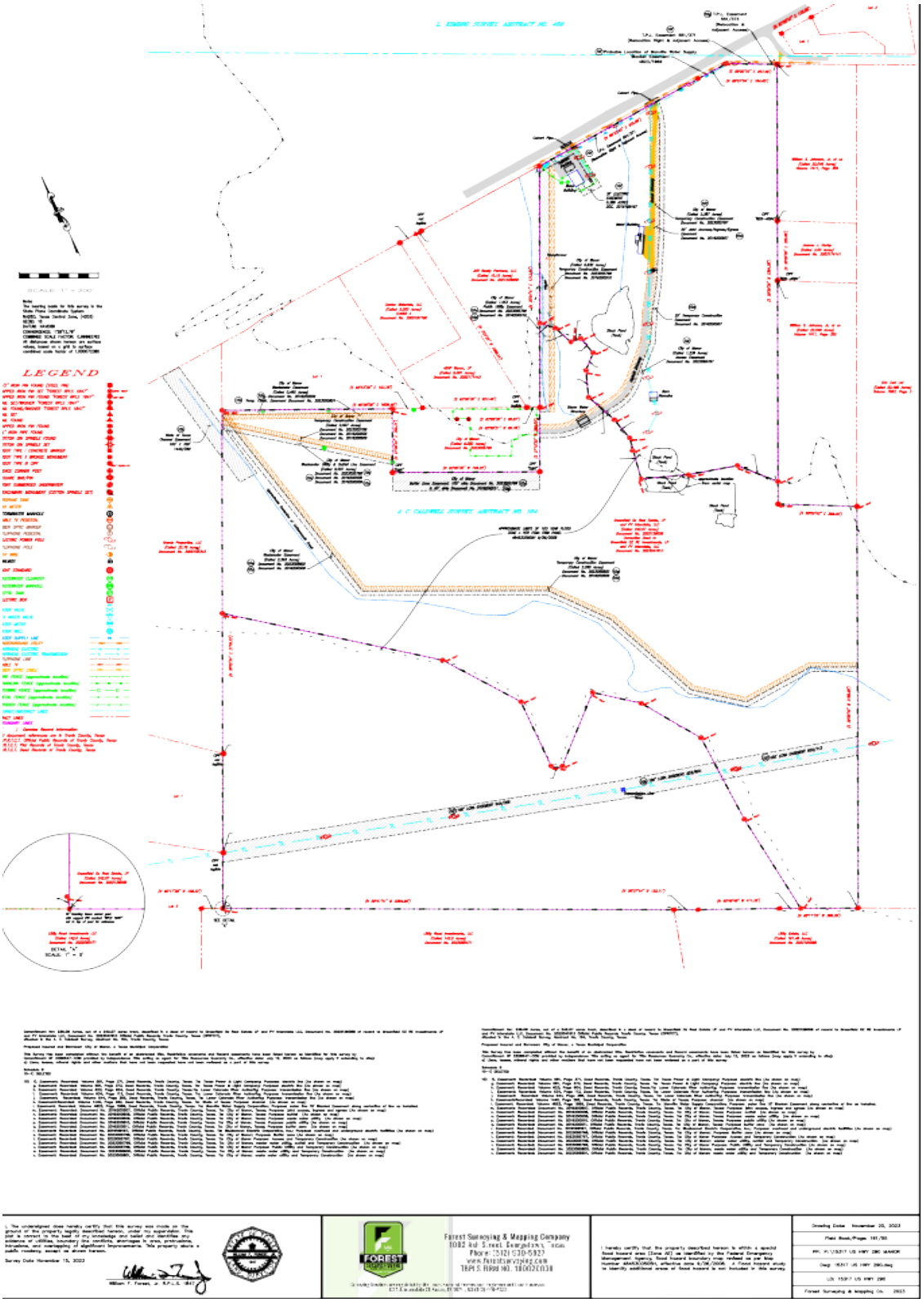
(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.


LEGEND
Forest Surveying & Mapping Company
1002 Ind. Street, Georgetown, Texas
Phone: (512) 930-5927
www.forestsurveying.com
TBPLS FIRM NO. 10002C0308


Stonewater
1,140 Lots
Presidential
Meadows
1,550 Lots
Presidential
Glen East
350 Lots
Greenbury
297 Lots
Presidential
Meadows
Elementary
FM 1100
Old Kimbro Rd
Voelker Rd
30,629 VPD ('19)
290
44,701 VPD ('19)
Old Hwy 20
SITE
Bell Farms
460 Lots
Kimbro Rd
Estates
400 Lots
Carriage
Hills
247 Lots
Old Hwy 20
TEXAS
MATERIALS
GROUP, INC.
Ballerstadt Rd
Littig Rd
Briarcreek
1,050 Lots

**East Manor Development #1 RFP Responses**

| Date Rec'd | Time Rec'd | Firm | Address | | | | Complete | Status |
|---|---|---|---|---|---|---|---|---|
| 3/21/2024 | 12pm | TAG/Ground Rule | 2620 Brighton Bluff Dr. | Apex | NC | 27539 | no | Incomplete/disqualified |
| 3/21/2024 | 12pm | AECOM | 303 E. Wacker Dr., Ste. 1300 | Chicago | IL | 60601 | yes | |
| 3/21/2024 | 12pm | Johnson Consulting | 6 East Monroe, 5th Floor | Chicago | IL | 60603 | yes | |
| 3/22/2024 | 9am | JLL | 1703 W. 5th St. | Austin | TX | 78726 | yes | |
| 3/22/2024 | 10:21am | Sports Facilities Companies | 1755 US Hwy 19 N, #300 | Clearwater | FL | 33764 | yes | |
| 3/22/2024 | 9:30am | Hayat Brown LLC | 3715 Martin Luther King Ave SE | Washington | DC | 20032 | yes | |
| 3/22/2024 | 9:30am | HVS | 1035 Keystone Ave. | River Forest | IL | 60305 | no design | |
| 3/22/2024 | 10:05am | Hunden Partners | 213 W. Institute Pl.,Ste. 707 | Chicago | IL | 60610 | yes | |
| 3/22/2024 | 10:05am | HR&A | 99 Hudson St. | New York | NY | 10013 | yes | |
| 3/22/2024 | 11:51am | Project Luong/Hill Country Lagoon Group | 820 Gessner Rd., Ste. 775 | Houston | TX | 77024 | no | development proposal, not feasibility study |

AGENDA ITEM NO. 24

# AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 17, 2024
**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 10,540 Square Foot Water Line Easement and a 10,500 Square Foot Temporary Construction Easement (both as described in the Resolution and Exhibit "A" attached to the Resolution) from that certain 10.00 Acre Tract Conveyed to Plata Holdings, LLC and recorded at Document Number 2021219060 of the Official Public Records of Travis County, Texas, for the Public Use and Purpose of Construction f a Water Line.

**BACKGROUND/SUMMARY:**
The City is acquiring easements for the construction of the 290/973 Waterline Project. This is the last set of easements needed for the Waterline Project. The City and the landowner have been unable to reach an agreement for the purchase of the water line easement and temporary construction easement. The City has satisfied the steps needed for the City Council to take the next step to authorize the exercise of eminent domain to acquire the easements that are needed for the Waterline Project.

**LEGAL REVIEW:** Yes, Paige Saenz, City Attorney & Kent Sick, Condemnation Counsel
**FISCAL IMPACT:** Cost of litigation and the purchase price established by three special commissioners.
**PRESENTATION:** No
**ATTACHMENTS:** Yes

- Resolution No. 2024-12
- Legal Description

**STAFF RECOMMENDATION:**
The City Staff recommends that the Council approve Resolution No. 2024-12 as follows:

"I move that the City of Manor authorize the use of the power of eminent domain to acquire both a permanent water line easement of 10,540 square feet and a temporary construction easement of 10,500 square feet from property owned by Plata Holdings, LLC and described in Agenda Item No. 24 for the public use of constructing and operating public water lines and infrastructure improvements."

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

**RESOLUTION NO. 2024-12**

*Manor FM 973 and US 290 Water Line Project*

*Parcel 4 (Plata Holdings, LLC)*

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 WATER LINE EASEMENT OVER A 10,540 SQUARE FOOT PARCEL OF LAND AND A TEMPORARY CONSTRUCTION EASEMENT OVER A 10,500 SQUARE FOOT PARCEL OF LAND, BOTH PARCELS BEING SITUATED IN THE GREEN BERRY GATES SURVEY, ABSTRACT NO. 315, IN TRAVIS COUNTY, TEXAS, AND BOTH PARCELS ALSO BEING OUT OF THAT SAME TRACT OF LAND CONVEYED TO PLATA HOLDINGS, LLC IN DOCUMENT NO. 2021219060 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS, COUNTY, TEXAS, 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 water line easement on, over, across, under and through that certain 10,540 square foot parcel of land situated in Travis County, Texas that is described with particularity by metes and bounds and sketch on pages 1 and 3 of **Exhibit "A,"** attached and incorporated herein by reference as if fully set out, with such 10,540 square foot parcel being 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 water lines, facilities, connections therewith, vents, and all necessary appurtenances thereto (all 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 10,500 square foot parcel in Travis County, Texas abutting the Permanent Easement to the south and described with particularity by metes and bounds and sketch on pages 2 and 3 of **Exhibit "A,"** with such 10,500 square foot parcel being 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 water 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 easement over, across, under and through that certain 10,540 square foot tract of land situated in Travis County, Texas as specifically described on pages 1 and 3 of **Exhibit "A,"** for the public purpose and the public use of excavating for, placing, laying, constructing, installing, operating, maintaining, replacing, relocating, upgrading, removing, and repairing underground water 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 10,500 tract of land situated in Travis County, Texas running from east to west abutting the Permanent Easement to the south as specifically described on pages 2 and 3 of **Exhibit "A,"** 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.

6. The Mayor is hereby authorized to sign this resolution and the City Secretary to attest thereto on behalf of the City of Manor, Texas.

7. This resolution shall be effective immediately upon adoption.

8. The meeting at which this resolution is being passed was duly noticed and was open to the public as required by law.

RESOLVED by the City Council of the City of Manor, Texas this 17th day of April 2024.

**THE CITY OF MANOR, TEXAS** **ATTEST**:

By: _____ _____
Dr. Christopher Harvey, Mayor Lluvia T. Almaraz, City Secretary

APPROVED AS TO FORM:

_____
Paige Saenz, City Attorney

## FIELD NOTES FOR A 10,540 SQUARE FOOT WATERLINE EASEMENT:

Being a **10,540 Square Foot** tract of land situated in the Green Berry Gates Survey, Abstract No. 315, Travis County, Texas, and being out of the remainder of a called 10.000 Acre tract of land conveyed to Plata Holdings, LLC in Document No. 2021219060 of the Official Public Records of Travis County, Texas. Said 10,540 square foot tract, as shown hereon, being more particularly described by metes and bounds as follows:

**BEGINNING** at a calculated point in the common line between said 10.000 acre remainder tract and Lot 1, Manor Storage, a plat recorded in Document No. 200400240 of the Official Public Records of Travis County, Texas for the northeast corner hereof, from which a 5/8" iron rod with an orange cap stamped "RL SURVEYING RPLS 4532" found on the south right-of-way line of U.S. Highway No. 290, a variable width right-of-way recored in Volume 622, Page 450 of the Deed Records of Travis County, Texas, marking the northerly most common corner of said Lot 1 and said 10.000 acre remainder tract, bears N 13° 57' 14" E, a distance of 8.99 feet;

**THENCE: S 13° 57' 14" W**, with said common line, a distance of **15.64 feet**, to a calculated point for the southeast corner hereof;

**THENCE**: crossing into said 10.000 acre remainder tract, the following five (5) courses:

1. **S 87° 29' 06" W**, a distance of **336.86 feet**, to a calculated point for corner,
2. **S 86° 55' 50" W**, a distance of **36.66 feet**, to a calculated point for corner,
3. **S 87° 54' 45" W**, a distance of **155.11 feet**, to a calculated point for corner,
4. **S 42° 12' 20" W**, a distance of **22.90 feet**, to a calculated point for corner, and
5. **S 87° 12' 20" W,** a distance of **149.74 feet**, to a calculated point in the common line between said 10.000 acre remainder tract and Lot 11, Block A, Final Plat Establishing Lot 11 – Manor Commons East Rapid Express Carwash, a plat recorded in Document No. 202200207 of the Official Public Records of Travis County, Texas, for the southwest corner hereof, from which a 1/2" iron rod with a pink cap stamped "4WARD SURVEY GROUP" found marking an angle point in said common line bears S 04° 23' 19" W, 264.25 feet, for reference.

**THENCE**: **N 04° 23' 19" E**, with said common line, a distance of **15.12 feet**, to a calculated point for the northwest corner hereof, from which a calculated point on the south right-of-way line of said U.S. Highway No. 290, same being the calculated common north corner of said Lot 11 and said 10.000 acre remainder tract bears N 04° 23' 19" E, a distance of 21.66 feet, and from said calculated common corner a found 1/2" iron rod found bears S 04° 23' 19" W, a distance of 0.42 feet, for reference;

**THENCE**: crossing into said 10.000 acre remainder tract, the following five (5) courses:

1. **N 87° 12' 20" E**, a distance of **141.63 feet**, to a calculated point for corner,
2. **N 42° 12' 20" E**, a distance of **23.01 feet**, to a calculated point for corner,
3. **N 87° 54' 45" E**, a distance of **161.30 feet**, to a calculated point for corner,
4. **N 86° 55' 50" E**, a distance of **36.60 feet**, to a calculated point for corner, and
5. **N 87° 29' 06" E**, a distance of **341.37 feet**, to the **POINT OF BEGINNING** and containing **10,540 square deet** of land, more or less.

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 March 17, 2023.



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## FIELD NOTES FOR A 10,500 SQUARE FOOT TEMPORARY CONSTRUCTION EASEMENT:

Being a **10,500 Square Foot** tract of land situated in the Green Berry Gates Survey, Abstract No. 315, Travis County, Texas, and being out of the remainder of a called 10.000 Acre tract of land conveyed to Plata Holdings, LLC in Document No. 2021219060 of the Official Public Records of Travis County, Texas. Said 10,500 square foot tract, as shown hereon, being more particularly described by metes and bounds as follows:

**BEGINNING** at a calculated point in the common line between said 10.000 acre remainder tract and Lot 1, Manor Storage, a plat recorded in Document No. 200400240 of the Official Public Records of Travis County, Texas for the northeast corner hereof, from which a 5/8" iron rod with an orange cap stamped "RL SURVEYING RPLS 4532" found on the south right-of-way line of U.S. Highway No. 290, a variable width right-of-way recored in Volume 622, Page 450 of the Deed Records of Travis County, Texas, marking the northerly most common corner of said Lot 1 and said 10.000 acre remainder tract, bears N 13° 57' 14" E, a distance of 24.63 feet;

**THENCE: S 13° 57' 14" W**, with said common line, a distance of **15.64 feet**, to a calculated point for the southeast corner hereof;

**THENCE**: crossing into said 10.000 acre remainder tract, the following five (5) courses:

1. **S 87° 29' 06" W**, a distance of **332.35 feet**, to a calculated point for corner,
2. **S 86° 55' 50" W**, a distance of **36.72 feet**, to a calculated point for corner,
3. **S 87° 54' 45" W**, a distance of **148.92 feet**, to a calculated point for corner,
4. **S 42° 12' 20" W**, a distance of **22.79 feet**, to a calculated point for corner, and

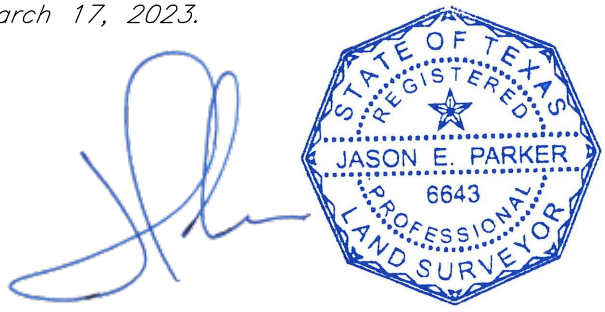
**S 87° 12' 20" W,** a distance of **157.84 feet**, to a calculated point in the common line between said 10.000 acre remainder tract and of Lot 11, Block A, Final Plat Establishing Lot 11 – Manor Commons East Rapid Express Carwash, a plat recorded in Document No. 202200207 of the Official Public Records of Travis County, Texas, for the southwest corner hereof, from which a 1/2" iron rod with a pink cap stamped "4WARD SURVEY GROUP" found marking an angle point in said common line bears S 04° 23' 19" W, 249.13 feet, for reference.

**THENCE**: **N 04° 23' 19" E**, with said common line, a distance of **15.12 feet**, to a calculated point for the northwest corner hereof, from which a calculated point on the south right-of-way line of said U.S. Highway No. 290, same being the calculated common north corner of said Lot 11 and said 10.000 acre remainder tract bears N 04° 23' 19" E, a distance of 36.78 feet, and from said calculated common corner a found 1/2" iron rod found bears S 04° 23' 19" W, a distance of 0.42 feet, for reference;

**THENCE**: crossing into said 10.000 acre remainder tract, the following five (5) courses:

1. **N 87° 12' 20" E**, a distance of **149.74 feet**, to a calculated point for corner,
2. **N 42° 12' 20" E**, a distance of **22.90 feet**, to a calculated point for corner,
3. **N 87° 54' 45" E**, a distance of **155.11 feet**, to a calculated point for corner,
4. **N 86° 55' 50" E**, a distance of **36.66 feet**, to a calculated point for corner, and
5. **N 87° 29' 06" E**, a distance of **336.86 feet**, to the **POINT OF BEGINNING** and containing **10,500 square feet** of land, more or less.

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 March 17, 2023.



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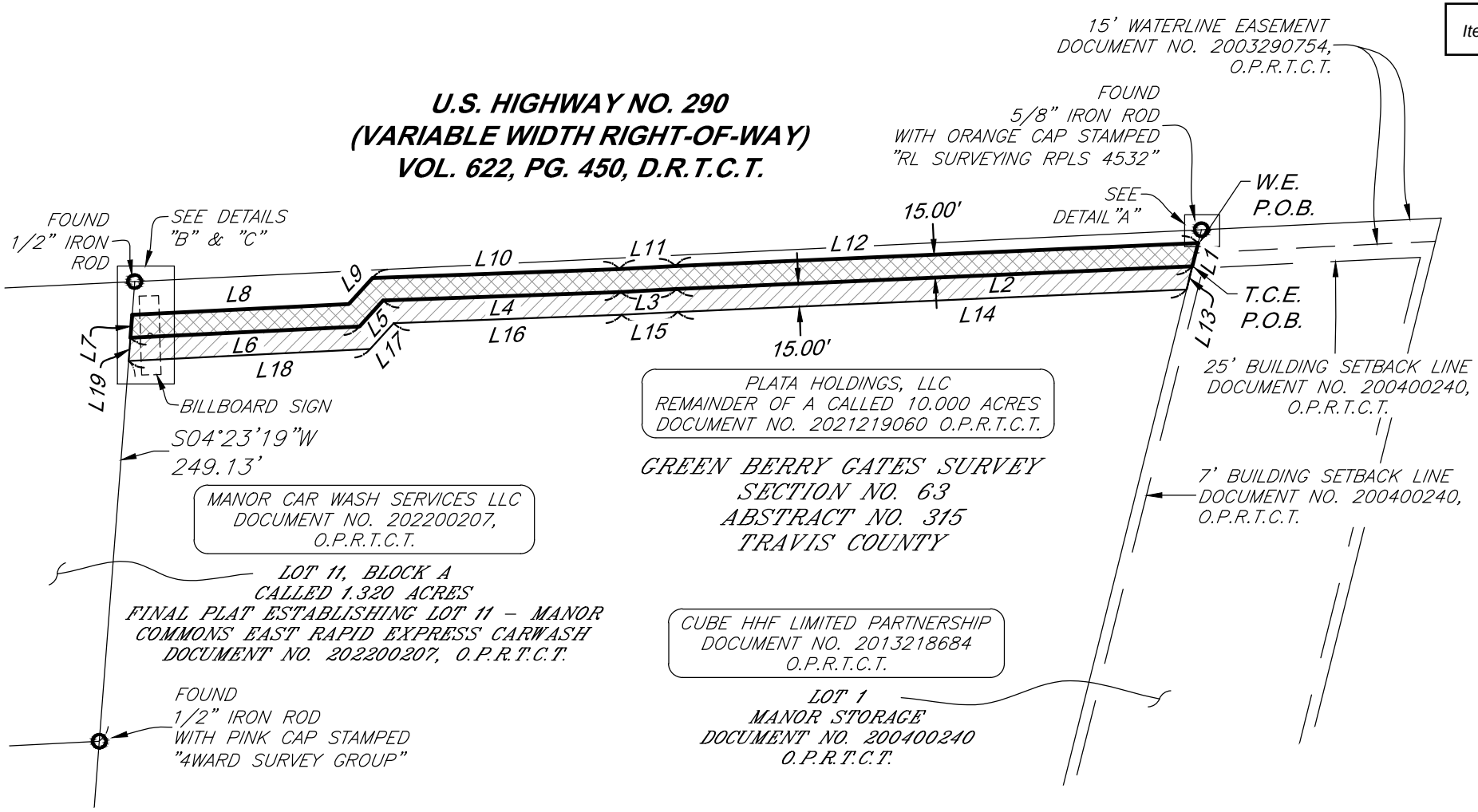


NOTES:

1. BEARINGS BASED ON TEXAS STATE PLANE COORDINATES, CENTRAL ZONE, 4203, NAD83–US SURVEY FEET.

Denotes Waterline Easement
10,540 Square Feet

Denotes T.C.E.
10,500 Square Feet

Scale : 1"=100'

GBA architects engineers
2301 Double Creek Drive
Building 1, Suite 110
Round Rock, Texas 78664
512.616.0055
www.gbateam.com
TBPELS FIRM #10194808

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PROJECT NUMBER
15110.01

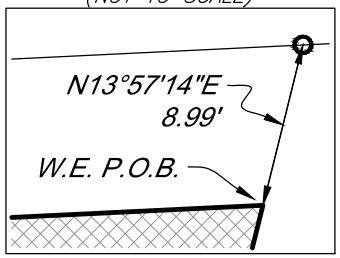
DATE
12/20/2023

Exhibit "A"
WATERLINE EASEMENT
MANOR, TRAVIS CO., TX

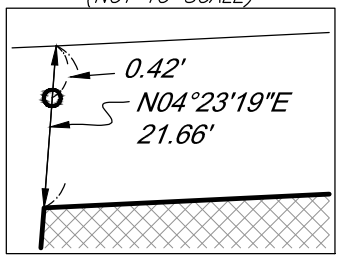
SHEET NUMBER
3 of 4

G:\15110.01\Civil 3D\Base Drawings\Survey\15110.01F3909-Plata Holdings-WLE-Revised.dwg Layout: TX-8.5x11-L -- Wednesday December 20, 2023, 10:56am -- Copyright 2023, George Butler Associates, Inc.

DETAIL "A"
(NOT TO SCALE)




DETAIL "B"
(NOT TO SCALE)




DETAIL "C"
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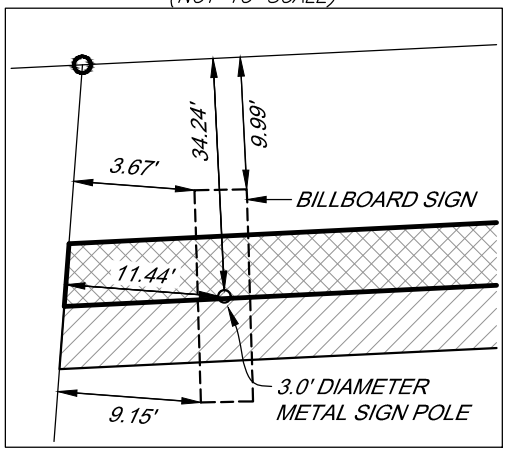


## LEGEND

| | |
|---|---|
| ○ | PROPERTY CORNER FOUND AS NOTED |
| P.O.B. | POINT OF BEGINNING |
| T.C.E. | TEMPORARY CONSTRUCTION EASEMENT |
| W.E. | WATERLINE EASEMENT |

| Line Table | | |
|---|---|---|
| Line # | Bearing | Distance |
| L1 | S13° 57' 14"W | 15.64 |
| L2 | S87° 29' 06"W | 336.86 |
| L3 | S86° 55' 50"W | 36.66 |
| L4 | S87° 54' 45"W | 155.11 |
| L5 | S42° 12' 20"W | 22.90 |
| L6 | S87° 12' 20"W | 149.74 |
| L7 | N4° 23' 19"E | 15.12 |
| L8 | N87° 12' 20"E | 141.63 |
| L9 | N42° 12' 20"E | 23.01 |
| L10 | N87° 54' 45"E | 161.30 |
| L11 | N86° 55' 50"E | 36.60 |
| L12 | N87° 29' 06"E | 341.37 |
| L13 | S13° 57' 14"W | 15.64 |
| L14 | S87° 29' 06"W | 332.35 |
| L15 | S86° 55' 50"W | 36.72 |
| L16 | S87° 54' 45"W | 148.92 |
| L17 | S42° 12' 20"W | 22.79 |
| L18 | S87° 12' 20"W | 157.84 |
| L19 | N4° 23' 19"E | 15.12 |

*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.*

JASON E. PARKER 12/20/2023
REGISTERED PUBLIC LAND SURVEYOR NO. 6643
STATE OF TEXAS

STATE OF TEXAS
REGISTERED
JASON E. PARKER
6643
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LAND SURVEYOR

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TBPELS FIRM #10194808

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PROJECT NUMBER
15110.01

DATE
12/20/2023

Exhibit "A"
WATERLINE EASEMENT
MANOR, TRAVIS CO., TX

SHEET NUMBER
4 of 4



G:\15110.01\Civil 3D\Base Drawings\Survey\15110.01SWD-Pilot Holdings-WE-Revised.dwg Layout: TX-8.5x11-L-PG4 -- Wednesday, December 20, 2023, 10:56am -- Copyright 2023, George Butler Associates, Inc.

# AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 17, 2024

**PREPARED BY:** Scott Moore, City Manager

**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a Resolution submitting a list of city projects for future Community Project Funding.

**BACKGROUND/SUMMARY:**

In 2023, the City of Manor submitted four (4) community projects through the FY24 House Appropriations funding bill. The Community Project Funding initiative is a competitive process. Submitting projects that can successfully rank amongst the highest needs in Congressman Greg Casar's District against other Congressional District projects throughout the State of Texas illustrates the justification and need for funding consideration for the City of Manor initiatives that have a regional impact. On April 2nd, Congressman Casar presented the city with an $850,000 check for the Gregg Manor Water Expansion Project. The city's project was 1 out of 15 community projects that Congressman Casar was able to secure funding for his Congressional District. The FY25 Community Project Funding areas listed below will be evaluated by staff and our consultants to prepare an application that could receive funding consideration:

- Agriculture, Rural Development, Food and Drug Administration, and Related Agencies (Building Facilities)
- Commerce, Justice, Science, and Related Agencies
- Energy and Water Development and Related Agencies (Regional Water and Sewer Projects)
- Homeland Security
- Interior, Environment, and Related Agencies (Clean Water Projects)
- Transportation, Housing and Urban Development, and Related Agencies

Securing funding for our water infrastructure in 2023 has been beneficial in leveraging the city's funding that was appropriated for those projects. Receiving federal support for the FM 973 north and US 290 corridors project toward Bastrop County would be a critical City Council transportation priority to submit here in 2024. Improving our local and regional highway corridors will keep travelers safe as they travel through the City of Manor on a daily basis.

**LEGAL REVIEW:** No

**FISCAL IMPACT:** No

**PRESENTATION:** No

**ATTACHMENTS:** Yes

- Resolution No. 2024-13
- Letter of Support

**STAFF RECOMMENDATION:**

The city staff recommends that the City Council approve Resolution 2024-13 authorizing Mayor Harvey to submit the city's letter of support to Congressman Greg Casar seeking financial support for the city's Community Project Funding priorities.

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

**RESOLUTION NO. 2024-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, AUTHORIZING THE FILING OF COMMUNITY PROJECT FUNDING APPLICATIONS FOR ENERGY AND WATER DEVELOPMENT, INTERIOR, ENVIRONMENT, PUBLIC SAFETY TECHNOLOGY AND EQUIPMENT, TRANSPORTATION, AND HOUSING AND URBAN DEVELOPMENT; AND AUTHORIZING THE CITY MANAGER TO ACT AS THE GRANTEE'S AUTHORIZED OFFICIAL IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION COMMUNITY PROJECT FUNDING GRANT SUBMITTAL PROCESS.**

**Whereas**, the City of Manor finds it in the best interest of the citizens of the City of Manor, Texas to authorize the City Manager to apply for Community Project Funding opportunities for the purpose of upgrading water and sewer infrastructure, public safety technology and equipment, transportation, and housing development resources

**Whereas,** the City of Manor agrees that in the event of loss or misuse of Community Project funding, City of Manor assures that the funds will be returned in full; and

**Whereas,** the City of Manor designates the City Manager as the grantee's authorized official;

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

City of Manor, Texas approves submission of the city's Community Project Funding. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

**PASSED AND APPROVED** this 17th day of April 2024

**THE CITY OF MANOR, TEXAS**

Dr. Christopher Harvey,
Mayor

ATTEST:.

Lluvia T. Almaraz,
City Secretary

April 17, 2024

Greg Casar, Congressman 35th District of Texas
1339 Longworth House Office Building
Washington, DC 20515

Re: Letter of Support for 35th District of Texas Community Projects and Funding

Dear Congressman Casar,

Since the 2010 census, the City of Manor has emerged from a small town of 5,037 population with limited transportation assets to be strategically located in the path of growth at the intersection of US290 and FM973 to a community of 30,000+ citizens that include ShadowGlen and Presidential Meadow municipal utility districts. The estimated daily traffic count through the City of Manor has reached as high as 62,000 vehicles per day along US290 East, which increased from 45,000 vehicles per day. With the increased traffic traveling through our community, our Public Safety officials have dealt with five (5) deaths on the state highways within our corporate limits since 2020. Improving our regional transportation in this portion of Travis County is critical in seeking your support to fund the required transportation studies and construction funds to upgrade the state highway system through our community safely.

With the City of Manor projected to add 14,400 units (an estimated 43,200 population increase) residing in our community over the next 7 to 10 years, managing the region's rapid growth and transportation infrastructure has become a top priority, FM 973 North, US 290 East, and SH 95 South are regional projects that cannot be understated. The estimated population growth between the City of Manor and Elgin will range between 65,000-80,000 over the next 10 years. Texas Municipal League Region 10 cities and businesses stand united with us.

Securing your support through the different Community Project Funding projects that we submit will illustrate to our citizens and business stakeholders the opportunities to transcend jurisdictional boundaries and accelerate public infrastructure improvements for viable short- and long-term solutions for our local and regional mobility and infrastructure needs to help build a sustainable community.

We look forward to collaborating and assisting your office with supporting the city's list of Community Project Funding priorities for the eastern crescent of Travis County and providing the families and businesses a sense of community and genuine care for their safety and protection.

Always working to make the world a better place,

Dr. Christopher Harvey
Mayor

# AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 17, 2024
**PREPARED BY:** Scott Moore, City Manager
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a Resolution of the City of Manor, Texas approving and authorizing the execution of the EntradaGlen Public Improvement District Reimbursement Agreement.

**BACKGROUND/SUMMARY:**

This item was previously postponed because it was not ready to move forward. In reviewing revisions to the agreement, bond counsel determined that the entire PID needed to be covered by the reimbursement agreement instead of only covering Improvement Area #1, so the agenda language has been revised to reflect this change. The purpose of this agreement (the "Reimbursement Agreement") is to establish the City's intent to reimburse the developer for PID improvements that the City will accept before levying PID assessments and issuing PID bonds. As a general rule, a city cannot pay or reimburse a developer for improvements that the City has acquired and already owns. There is an exception for PID improvements if a city, before accepting the improvements, has expressed an intent to acquire the improvements with PID funds (assessments or bonds) at a future time, and before assessments are levied. The Reimbursement Agreement considered in this item establishes that intent and as such will allow the City to acquire improvements now and then reimburse the developer for those improvements after the levy of PID assessments.

The developer is asking for this agreement now so that the City can accept already constructed PID improvements. By accepting those improvements, the city will allow the developer to get its plats approved so it can continue with the development of the PID.

The Reimbursement Agreement considered with this item provides that the City's obligation to pay for the accepted improvements begins only after the assessments are levied. (See, Sections 5 and 6(a)). As such, the City can accept the improvements now and its payment obligation will begin after a method of payment (assessments and possibly bonds) has been authorized and established.

The maximum reimbursement amount as stated in the resolution is $ 40,000,000, which is the estimated maximum cost of authorized improvement as stated in the petition creating the PID.

**LEGAL REVIEW:** Yes, Gregory Miller, Bond Counsel

**FISCAL IMPACT:** The amounts to be paid under this agreement will be funded from assessment revenues and not from the City's general or operating fund.

**PRESENTATION:** No

**ATTACHMENTS:** Yes

- Resolution No. 2024-03
- Reimbursement Agreement

**STAFF RECOMMENDATION:**

Staff recommends approval of Resolution No. 2024-03 of the City of Manor, Texas approving and authorizing the Manor EntradaGlen Public Improvement District Improvement Area #1 Reimbursement Agreement.

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

**RESOLUTION NO. 2024-03**

**A RESOLUTION OF THE CITY OF MANOR, TEXAS APPROVING AND AUTHORIZING THE ENTRADAGLEN PUBLIC IMPROVEMENT DISTRICT REIMBURSEMENT AGREEMENT.**

**WHEREAS**, the City Council of City of Manor, Texas (the "City Council"), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the "PID Act"), authorized the creation of the EntradaGlen Public Improvement District pursuant to Resolution No. 2018-06 on July 18, 2018; and

**WHEREAS,** the City of Manor, Texas (the "City") received the "Petition for the Dissolution of the Original EntradaGlen Public Improvement District and for the Creation of a New Public Improvement District to Finance Improvements to Las Entradas and Shadowglen Subdivisions (EntradaGlen Public Improvement District)" on October 28, 2020, and the City Council conducted a public hearing on December 2, 2020, to consider the said petition; and

**WHEREAS,** on December 2, 2020, the City Council approved Resolution No. 2020-16 authorizing, establishing and creating the EntradaGlen Public Improvement District (the "District") to finance certain public improvements authorized by the PID Act (the "Authorized Improvements") in part with assessments levied against property within the District that will directly benefit from such improvement; and

**WHEREAS,** in connection with the development of the property within the District the City Council intends to approve the forms, terms, and/or provisions of a Reimbursement Agreement to be by and between Las Entradas Development Corporation and Cottonwood Holdings, LTD (together, the "Developers") and the City; and

**WHEREAS**, this Resolution and the Reimbursement Agreement are in furtherance of the purposes stated in that certain Development Agreement by and between the City and the Developers having an effective date of July 7, 2021, and as subsequently amended; and

**WHEREAS,** the meeting at which this Resolution is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended;

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

Section 1. Approval of Reimbursement Agreement. The EntradaGlen Public Improvement District Reimbursement Agreement (the "Reimbursement Agreement"), by and between the City and Las Entradas Development Corporation, and Cottonwood Holdings, LTD, which shall have a maximum reimbursement amount not to exceed $40,000,000, is hereby approved in substantially the form attached hereto as Exhibit A, and the Mayor of the City is hereby authorized and directed to execute and deliver the Reimbursement Agreement, with such changes as may be required by the Mayor to carry out the purposes of this Resolution, such approval to be evidenced by the

execution thereof. The Mayor's signature on the Reimbursement Agreement may be attested by the City Secretary.

Section 2. Additional Actions. The Mayor, Interim Finance Director, City Manager, and City Secretary of the City are hereby authorized and directed to take all actions on behalf of the City necessary or desirable to carry out the intent and purposes of this Resolution. The Mayor, Interim Finance Director, City Manager, and City Secretary of the City are hereby directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions, and other documents which may be necessary or advisable in the carrying out of the purposes and intent of this Resolution.

Section 3. Governing Law. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 4. Effect of Headings. The section headings herein are for convenience only and shall not affect the construction hereof.

Section 5. Severability. If any provision of this Resolution or the application thereof to any circumstance shall be held to be invalid, the remainder of this Resolution or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. Construction of Terms. If appropriate in the context of this Resolution, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

*[Signature page immediately follows.]*

PASSED AND APPROVED on the 17th day of April 2024.

**THE CITY OF MANOR, TEXAS**

Dr. Christopher Harvey
Mayor, City of Manor, Texas

**ATTEST:**

Lluvia T. Almaraz
City Secretary

**EXHIBIT A**

**ENTRADAGLEN PUBLIC IMPROVEMENT DISTRICT**
**REIMBURSEMENT AGREEMENT**

**REIMBURSEMENT AGREEMENT**
**EntradaGlen Public Improvement District**

This Reimbursement Agreement (this "Agreement") is entered into by LAS ENTRADAS DEVELOPMENT CORPORATION, a Texas corporation ("Developer"), and the CITY OF MANOR, TEXAS (the "City"), effective as of _____, 2024 (the "Effective Date") in relation to the EntradaGlen Public Improvement District (the "PID"). Developer and the City are individually referred to herein as a "Party" and collectively as the "Parties."

SECTION 1.
RECITALS

1.1 WHEREAS, capitalized terms used in this Agreement shall have the meanings given to them in Section 2;

1.2 WHEREAS, unless otherwise defined: (1) all references to "sections" shall mean sections of this Agreement; (2) all references to "exhibits" shall mean exhibits to this Agreement which are incorporated as part of this Agreement for all purposes; and (3) all references to "ordinances" or "resolutions" shall mean ordinances or resolutions adopted by the City Council;

1.3 WHEREAS, Developer and the City have entered into a Development Agreement (EntradaGlen), effective as of July 7, 2021, and which has been amended, and joined by other persons, relating to the development of the property within the PID and the financing of public improvements within the PID;

1.4 WHEREAS, on _____, the City Council passed and approved the PID Creation Resolution No. 2020-16 authorizing the creation of the PID pursuant to the Act, covering approximately _____ contiguous acres within the City's corporate limits, which land is described in the PID Creation Resolution;

1.5 WHEREAS, prior to the issuance of PID Bonds, Developer has paid and may continue to pay for the Actual Costs of the PID Projects benefitting the property within the PID;

1.6 WHEREAS, this Agreement is a "reimbursement agreement" authorized by Section 372.023(d)(1) of the Act;

1.7 WHEREAS, the recitals: (a) are part of this Agreement for all purposes; (b) are true and correct; and (c) each Party has relied upon such recitals in entering into this Agreement; and

NOW THEREFORE, for and in consideration of the mutual obligations of the Parties set forth herein, the Parties agree as follows:

SECTION 2.
DEFINITIONS

"Act" means Chapter 372, Texas Local Government Code, as amended.

"Actual Costs" means with respect to PID Projects, the actual costs paid or incurred by or

on behalf of the Developer, including: (1) the costs incurred by the Developer, or on behalf of the Developer (either directly or through affiliates) or the City for the design, planning, financing, administration/management, acquisition, installation, construction and/or implementation of such PID Projects; (2) the fees paid for obtaining permits, licenses, or other governmental approvals for such PID Projects; (3) the costs incurred by or on behalf of the Developer for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapes, appraisals, legal, accounting, and similar professional services; (4) all labor, bonds, and materials, including equipment and fixtures, by contractors, builders, and materialmen in connection with the acquisition, construction, or implementation of the PID Projects; (5) all related permitting, and public approval expenses, architectural, engineering, legal and consulting fees, and governmental fees and charges; and (6) costs to implement, administer, and manage the above-described activities. Actual Costs refers to the PID Project costs actually incurred.

"Annual Collection Costs" means the actual or budgeted costs and expenses related to the operation of the PID, including, but not limited to, costs and expenses for: (1) the PID administrator; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (4) preparing and maintaining records with respect to Assessment Rolls and annual service plan updates; (5) paying and redeeming PID Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with the Service and Assessment Plan and the Act with respect to the PID Bonds, including the City's continuing disclosure and arbitrage rebate requirements; and (8) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

"Annual Installment" means the annual installment payment of an Assessment, as calculated by the PID administrator and approved by the City Council, that includes: (1) principal; (2) interest; and (3) Annual Collection Costs, as may be further defined in the SAP.

"Assessed Parcels" means any parcel within the PID against which an Assessment is levied.

"Assessment(s)" means an assessment levied against Assessed Parcels pursuant to the provisions of the Act for payment of PID Project Costs, including the payment of PID Bonds and obligations under this Agreement, as may be further defined in the SAP.

"Assessment Ordinance" means the ordinance(s) adopted by the City Council levying Assessments on one or more Assessed Parcels within the PID to pay PID Project Costs, PID Bonds, and obligations under this Agreement, as may be further defined in the SAP.

"Assessment Revenues" means the revenues received by the City from the collection of Assessments, including Prepayments, Annual Installments, and Foreclosure Proceeds, as may be further defined in the SAP, as authorized by and collected pursuant to each applicable Assessment Ordinance

"Assessment Roll" means any assessment roll for the Assessed Parcels within the District,

as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID act, including updates prepared in connection with the issuance of PID Bonds or any annual service plan update, as may be further defined in the SAP.

"Authorized Improvement Costs" means the actual costs of the Authorized Improvements.

"Authorized Improvements" means (1) improvements authorized by Section 372.003 of the PID Act, (2) the costs of issuance of the PID Bonds, and (3) the costs of the formation of the PID, as may be further defined in the SAP.

"Bond Indenture" means the indenture of trust pursuant to which a series of PID Bonds is issued.

"Bond Proceeds" means the proceeds derived from the issuance and sale of PID Bonds that are deposited into a PID Project Fund and made available to pay PID Project Costs including design, engineering, construction, and inspection costs in accordance with this Agreement and any Bond Indenture or SAP.

"Budgeted Cost" means the estimated cost for an Authorized Improvement as provided for in the SAP.

"Certificate for Payment" means a certificate (substantially in the form of Exhibit A or as attached to the Bond Indenture or as otherwise approved by Developer and the City Representative) executed by a representative of Developer and approved by the City Representative, delivered to the City Representative (and/or, if applicable, to the Trustee named in the Bond Indenture), specifying the work performed and the amount charged (including materials and labor costs) for PID Project Costs, and requesting payment of such amount from the appropriate fund or funds. Each certificate shall include supporting documentation in the standard form for City construction projects and evidence that the PID Projects (or their completed segment(s)) covered by the certificate have been inspected by the City.

"City Council" means the governing body of the City.

"City Representative" means the Mayor or City Manager of the City, who are hereby authorized by the City Council to undertake the actions referenced herein.

"Closing Disbursement Request" means a request in the form of Exhibit B or as otherwise approved by the Parties and the trustee named in the Bond Indenture.

"Cost Overrun" means, with respect to each Authorized Improvement, the amount of the Actual Cost paid for the Authorized Improvement in excess of the Budgeted Cost for such Authorized Improvement as provided for in the SAP.

"Default" is defined in Section 4.6.1.

"Delinquent Collection Costs" means costs related to the foreclosure on an Assessed Parcel and the costs of collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under the Service and Assessment Plan, including penalties and

reasonable attorney's fees actually paid, but excluding amounts representing interest and penalty interest, as may be further defined in the SAP.

"Developer Advances" means monetary advances made by Developer to pay PID Project Costs.

"Developer Continuing Disclosure Agreement" means the Continuing Disclosure Agreement of Developer executed contemporaneously with the issuance and sale of PID Bonds.

"Development Agreement" means, collectively, the Development Agreements and amendments identified in Recital 1.3.

"Failure" is defined in Section 4.6.1.

"Final Completion" means completion of an Authorized Improvement in compliance with existing City standards for dedication under the City's ordinances and the Development Agreement.

"Maturity Date" is the date one year after the final scheduled and non-delinquent Annual Installment is collected.

"PID" means the EntradaGlen Public Improvement District created by the PID Creation Resolution.

"PID Bonds" means the bonds issued pursuant to the provisions of the Act in one or more series to fund PID Project Costs or to reimburse Developer for PID Project Costs.

"PID Creation Resolution" means Resolution No. 2023-22 passed and approved by the City Council on June 7, 2023, authorizing the creation of the PID.

"PID Pledged Revenue Fund" means the Pledged Revenue Fund, as defined in the Bond Indenture, established or to be established by the City (and segregated from all other funds of the City) into which the City deposits Assessment Revenue securing PID Bonds issued and still outstanding, as described in the Bond Indenture.

"PID Project Fund" means the Project Fund, as defined in a Bond Indenture, including all accounts created within such fund, established or to be established by the City (and segregated from all other funds of the City) into which the City deposits Bond Proceeds in the amounts and as described in the Bond Indenture.

"PID Projects" means the public improvements or services to be constructed or acquired by or on behalf of the Developer within the PID, as may be further defined in the SAP, whether the SAP defines such public improvements or services as PID Projects or utilizes another term.

"PID Reimbursement Fund(s)" means a fund established by the City under this Agreement (and segregated from all other funds of the City) into which the City deposits Assessment Revenue until such revenue is required to be deposited into a PID Pledged Revenue Fund.

"Reimbursement Agreement Balance" is defined in Section 3.3.1.

"Service and Assessment Plan" or "SAP" means the service and assessment plan and any updates thereto approved by the City Council, prepared in relation to the property within the PID.

"Trustee" is defined in Section 3.5.2.

## SECTION 3.
## FUNDING PROJECT COSTS

3.1 Fund Deposits.

3.1.1 The City, upon the adoption of each Assessment Ordinance, shall cause to be created and established a Reimbursement Fund (each a "PID Reimbursement Fund") for the deposit of Assessment Revenue authorized by and collected pursuant to such Assessment Ordinance. Each PID Reimbursement Fund so created and established shall consist solely of the Assessment Revenue authorized by and collected pursuant to the applicable Assessment Ordinance.

3.1.2 Unless and until PID Bonds are issued, and subject to the following Section 3.1.3 of this Agreement, the City shall bill, collect, and immediately deposit all Assessment Revenue into the applicable PID Reimbursement Fund. After the issuance and delivery of PID Bonds, the City shall bill, collect, and immediately deposit all Assessment Revenue in the manner set forth in the applicable Bond Indenture. The City shall also deposit Bond Proceeds in the manner set forth in the applicable Bond Indenture. Annual Installments shall be billed and collected by the City (or on behalf of the City by any person, entity, or governmental agency permitted by law) in the same manner and at the same time as the City ad valorem taxes are billed and collected. The funds in each applicable PID Project Fund shall only be used in accordance with the applicable Bond Indenture. The funds in each applicable PID Reimbursement Fund shall only be used to pay all or any portion of the applicable Reimbursement Agreement Balance in accordance with this Agreement.

3.1.3 The City hereby confirms, covenants, and agrees that for so long as amounts are due to Developer under this Agreement either, or both, before PID Bonds are issued or for so long as PID Bonds are outstanding, that the City will do the following in the manner and to the maximum extent permitted by applicable law, subject to any conflicting provisions in any applicable Bond Indenture: (a) take and pursue all actions necessary to cause the Assessments to be levied and collected; (b) take and pursue all actions necessary to cause the liens related to the Assessments to be enforced continuously, including diligently prosecuting an action in district court to foreclose for delinquent or nonpayment of Assessments, including Annual Installments; and (c) take and pursue all actions necessary to cause no reduction, abatement or exemption of the Assessments. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Assessments or the corresponding Assessed Parcel. The City shall not be required under any circumstances to expend any funds for Delinquent Collection Costs or Annual Collection Costs in connection with its covenants and agreements under this Section or otherwise other than funds for such purpose on deposit in the PID Reimbursement Fund. Notwithstanding its collection efforts, if the City fails to

receive all or any part of the Assessment Revenue and, as a result, is unable to make transfers from the applicable PID Reimbursement Fund for payments to the Developer as required under this Agreement, such failure and inability shall not constitute a Failure or Default by the City under this Agreement. The applicable Bond Indenture shall control in the event of any conflicts with this Agreement.

3.2 Payment of PID Project Costs.

3.2.01 The City's obligation to reimburse Developer for PID Project Costs, whether Developer paid such PID Project Costs through Developer Advances or otherwise, shall be (i) contingent upon the City's levying of Assessments for the applicable PID Project Costs, and (ii) will not be due and owing until the City actually levies such Assessments.

3.2.1 Unless or until PID Bonds are issued to pay PID Project Costs, Developer may elect to make Developer Advances to pay such PID Project Costs. Prior to the City's adoption of an ordinance authorizing the issuance of a series of PID Bonds, Developer shall provide evidence of available funds of the Developer or of financial security from the project lender evidencing that sufficient funds are available and reserved for completion of the PID Projects or portion thereof to be funded by PID Bonds. If such evidence of financial security is not available, Developer shall deposit into the applicable PID Project Fund an amount equal to the remaining costs not funded by the PID Bonds necessary to pay PID Project Costs.

3.2.2 Bond Proceeds (i) may be used to construct PID Projects and directly pay PID Project Costs in lieu of Developer Advances and reimbursement and (ii) shall be used in the manner provided in the applicable Bond Indenture. Developer may, but shall not have the obligation, to make Developer Advances, unless the Bond Proceeds on deposit in the applicable PID Project Fund, are insufficient to pay any remaining PID Project Costs, in which case Developer shall make Developer Advances to pay the deficit.

3.2.3 As evidence of Developer Advances required in connection with the issuance of PID Bonds, Developer shall submit to the City for approval all information related to such costs that would be required by a Closing Disbursement Request at least fifteen (15) business days prior to the closing of the PID Bonds. The Developer shall also make Developer Advances to pay for Cost Overruns (after applying cost savings or reallocation of budget line items to reflect actual costs) in accordance with the Development Agreement. An individual line item exceeding its estimated cost shall not be construed as a Cost Overrun; rather, the cost for each phase within the PID shall be viewed in its entirety. Upon the Final Completion of an Authorized Improvement and payment of all outstanding invoices for such Authorized Improvement, if the Actual Costs of such Authorized Improvement are less than the Budgeted Cost (a "Cost Underrun"), any remaining budgeted cost, as shown in the Service and Assessment Plan, will be available to pay Cost Overruns on any other Authorized Improvement that may otherwise be financed with the proceeds of the applicable PID Bonds. The City Representative shall promptly confirm that such remaining amounts are available to pay such Cost Overruns, and the Developer, the Administrator, and the City Representative will agree how to use such moneys to secure the payment and performance of the work for other Authorized Improvements. Any Cost Underrun for any Authorized Improvement is available to pay Cost Overruns on any other Authorized Improvement that may otherwise be financed with the proceeds of the applicable PID Bonds. The lack of Bond Proceeds

or other funds in the applicable PID Project Fund shall not diminish the obligation of Developer to pay PID Project Costs.

3.3 Payment of Reimbursement Agreement Balance.

3.3.1 Unless or until PID Bonds are issued, the City agrees to pay Developer solely from funds on deposit in the applicable PID Reimbursement Fund, and Developer shall be entitled to receive payments from the City, from such source for amounts shown on each Certificate for Payment (which amounts include only PID Project Costs paid by or at the direction of Developer) (any unpaid amount owed Developer for all Certificates of Payment is referred to as the "Reimbursement Agreement Balance"). Upon the issuance of PID Bonds, the City agrees to pay Developer first from funds on deposit in the applicable PID Project Fund and then from funds on deposit in the applicable PID Reimbursement Fund, if any; and, notwithstanding anything in this Agreement to the contrary, the maximum amount that Developer may be reimbursed under this Agreement shall be equal to the amount of Bond Proceeds on deposit in the applicable PID Project Fund plus amounts in the applicable PID Reimbursement Fund, if any, plus simple interest on the unpaid principal balance of the applicable Reimbursement Agreement Balance at a rate not to exceed the rates permitted under subsections (e)(1) and (e)(2) of Section 372.023 of the Act, as may be further defined in the SAP, or if PID Bonds are issued, then the interest rate on the applicable PID Bonds; provided, however, that the interest rate for the unpaid balance of the Reimbursement Agreement Balance as set forth in this paragraph shall not exceed the rates permitted under subsections (e)(1) and (e)(2) of Section 372.023 of the Act, as may be further defined in the SAP. Interest on the unpaid principal balance of each Reimbursement Agreement Balance shall begin to accrue at the City acceptance of the applicable PID Projects.

3.3.2 The obligation of the City to pay each Reimbursement Agreement Balance is payable solely from the applicable PID Reimbursement Fund or from Bond Proceeds on deposit in the applicable PID Project Fund. No other City funds, revenue, taxes, income, or property shall be used. Payments from a PID Reimbursement Fund shall be applied in accordance with this Agreement. Each payment from a PID Reimbursement Fund shall be accompanied by an accounting that certifies the applicable Reimbursement Agreement Balance as of the date of the payment and that itemizes all deposits to and disbursements from the fund since the last payment. If there is a dispute over the amount of any payment, the City shall nevertheless pay the undisputed amount, and the Parties shall use all reasonable efforts to resolve the disputed amount before the next payment is made.

3.4 PID Bonds. The City, in its sole, legislative discretion, may issue PID Bonds, in one or more series, when and if the City Council determines it is financially feasible for the purposes of: (a) paying all or a portion of a Reimbursement Agreement Balance; or (b) paying PID Project Costs directly. PID Bonds issued for such purpose will be secured by and paid solely as authorized by the applicable Bond Indenture. Upon the issuance of PID Bonds for such purpose, Developer's right to receive payments each year in accordance herewith shall be subordinate to the deposits required under the applicable Bond Indenture related to any outstanding PID Bonds. The failure of the City to issue PID Bonds shall not constitute a Failure by the City or otherwise result in a Default by the City. Upon the issuance of PID Bonds, Developer has a duty to construct

the related PID Projects and shall not be relieved of such duty even if there are insufficient funds in the applicable PID Project Fund to pay PID Project Costs.

3.5 Disbursements and Transfers at and after Bond Closing.

3.5.1 If PID Bonds are issued, the City will cause the Trustee under the applicable Bond Indenture to pay from the Bond Proceeds at closing of the PID Bonds approved amounts from the appropriate account to the City, Developer, or their designees, as applicable, which costs may include payment for costs of issuance and payment of costs incurred in the establishment, administration, and operation of the PID and any other eligible items for which funds have been expended by Developer and the City as of the time of the delivery of such PID Bonds. In order to receive such a disbursement, Developer shall execute a Closing Disbursement Request substantially in the form attached hereto as Exhibit B to be delivered to the City no less than fifteen (15) business days prior to the scheduled closing date for the PID Bonds for payment in accordance with the provisions of the Bond Indenture. In order to receive additional disbursements from the applicable fund under the Bond Indenture, if PID Bonds are issued, or from the PID Reimbursement Fund, Developer shall execute a Certificate for Payment, no more frequently than monthly, to be delivered to the City for payment in accordance with the provisions of either, or both of, the applicable Bond Indenture or this Agreement.

3.5.2 Upon receipt of a Certificate for Payment (along with all accompanying documentation reasonably required by the City) from Developer, the City shall conduct a review in order to confirm that such request is complete, confirm that the work for which payment is requested was performed in accordance with all applicable governmental laws, rules and regulations and applicable plans therefor with the terms of this Agreement and any other agreement between the Parties related to property in the PID, and to verify and approve PID Project Costs of such work specified in such Certificate for Payment. The City shall also conduct such review as is required to confirm the matters certified in the Certificate for Payment. The Developer agrees to cooperate with the City in conducting each such review and to provide the City with such additional information and documentation as is reasonably necessary for the City to conclude each such review. Within fifteen (15) business days following receipt of any Certificate for Payment, the City shall either: (a) approve the Certificate for Payment and (i) forward it to the trustee bank named in the Bond Indenture (the "Trustee") for payment or (ii) pay such amount from the PID Reimbursement Fund; or, (b) provide Developer with written notification of disapproval of all or part of a Certificate for Payment, specifying in detail the basis for any such disapproval. Any disputes shall be resolved as required by Section 3.3.2 herein. If PID Bonds are issued, the City shall deliver the approved or partially approved Certificate for Payment to the Trustee for payment.

3.6 Obligations Limited. The obligations of the City under this Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or constitute a debt or other obligation of the City payable from any source other than the PID Reimbursement Fund or the PID Project Fund. Unless approved by the City, no other City funds, revenues, taxes, or income of any kind other than the funds on deposit in the applicable PID Reimbursement Fund or PID Project Fund shall be used to pay: (a) PID Project Costs; (b) the Reimbursement Agreement Balance, even if the Reimbursement Agreement Balance is not paid-

in-full on or before the Maturity Date; or (c) debt service on the applicable PID Bonds. None of the City or any of its elected or appointed officials or any of its officers, employees, consultants, or representatives shall incur any liability hereunder to Developer or any other party in their individual capacities by reason of this Agreement or their acts or omissions under this Agreement.

3.7 Obligation to Pay. If Developer is then in current compliance with its obligations under the Development Agreement, the Developer Continuing Disclosure Agreement if applicable, and this Agreement, and is not delinquent in payment of the Special Assessments and paying property taxes, then following the inspection and approval of any portion of the PID Projects for which Developer seeks reimbursement of the PID Project Costs by submission of a Certificate for Payment or City approval of a Closing Disbursement Request, the obligations of the City under this Agreement to pay disbursements (whether to Developer or to any person designated by Developer) identified in any Closing Disbursement Request or in any Certificate for Payment are unconditional and not subject to any defenses or rights of offset except as may be provided in any Bond Indenture.

3.8 City Delegation of Authority. All PID Projects shall be constructed by or at the direction of Developer in accordance with the Development Agreement and this Agreement and any other applicable agreement between the Parties related to property in the PID. Developer shall perform, or cause to be performed, all of its obligations and shall conduct, or cause to be conducted, all operations with respect to the construction of PID Projects in a good and workmanlike manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. Developer has sole responsibility of ensuring that all PID Projects are constructed in a good and workmanlike manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. Developer shall, at all times, employ adequate staff or consultants with the requisite experience necessary to administer and coordinate all work related to the design, engineering, acquisition, construction, and installation of all PID Projects to be acquired and accepted by the City from Developer. If any PID Projects are or will be on land owned by the City, the City hereby grants to Developer a license to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) thereof. Inspection and acceptance of PID Projects will be in accordance with applicable City ordinances and regulations.

3.9 Security for PID Projects. The Developer shall provide or cause to be provided a two (2) year maintenance bond for each of the PID Projects. Nothing in this Agreement shall be deemed to prohibit Developer or the City from contesting in good faith the validity or amount of any mechanics or materialman's lien and/or judgment nor limit the remedies available to Developer or the City with respect thereto so long as such delay in performance shall not subject the PID Projects to foreclosure, forfeiture, or sale. In the event that any such lien and/or judgment with respect to the PID Projects is contested, Developer shall be required to post or cause the delivery of a surety bond or letter of credit, whichever is preferred by the City, in an amount reasonably determined by the City, not to exceed one hundred percent (100%) of the disputed amount.

3.10 Ownership and Transfer of PID Projects. The Developer shall furnish to the City a preliminary title report for land related to the PID Projects to be acquired and accepted by the City from Developer and not previously dedicated or otherwise conveyed to the City. The report shall be made available for City review and approval at least fifteen (15) business days prior to the scheduled transfer of title. The City shall approve the preliminary title report unless it reveals a matter which, in the reasonable judgment of the City, would materially affect the common use and enjoyment subscribed to such PID Projects. If the City objects to any preliminary title report, the City shall not be obligated to accept title to the applicable PID Projects until Developer has cured the objections to the reasonable satisfaction of the City.

## SECTION 4.
## ADDITIONAL PROVISIONS

4.1 Term. The term of this Agreement shall begin on the Effective Date and shall continue until the earliest to occur of: (i) the latest applicable Maturity Date, (ii) the date on which each and every Reimbursement Agreement Balance has been paid in full, or (iii) the date on which all of the PID Bonds are fully retired.

4.2 No Competitive Bidding. Construction of the PID Projects shall not require competitive bidding pursuant to Section 252.022(a)(9), Texas Local Government Code, as amended. All plans and specifications, but not construction contracts, shall be timely reviewed and approved, in writing, by the City prior to Developer selecting the contractor.

4.3 Independent Contractor. In performing this Agreement, Developer is an independent contractor and not the agent or employee of the City.

4.4 Audit. The City Representative shall have the right, during normal business hours and upon three (3) business days' prior written notice to Developer, to review all books and records of Developer pertaining to costs and expenses incurred by Developer with respect to any of the PID Projects. For a period of two (2) years after completion of the PID Projects, books shall be maintained in accordance with customary real estate accounting principles.

4.5 Representations and Warranties.

4.5.1 The Developer represents and warrants to the City that, to the best of Developer's knowledge: (a) Developer has the authority to enter into and perform its obligations under this Agreement; (b) Developer has the financial resources, or the ability to obtain sufficient financial resources, to meet its obligations under this Agreement; (c) the person executing this Agreement on behalf of the Developer has been duly authorized to do so; (d) this Agreement is binding upon Developer in accordance with its terms; (e) the Developer is current on all taxes, assessments, fees and obligations to the City; (f) the Developer is not in default under the Development Agreement or any other agreement with the City related to the PID; and (g) the execution of this Agreement and the performance by Developer of its obligations under this Agreement do not constitute a breach or event of default by Developer under any other agreement, instrument, or order to which Developer is a party or by which Developer is bound.

4.5.2 The City represents and warrants to Developer that: (a) the City has the authority to enter into and perform its obligations under this Agreement; (b) the person executing

this Agreement on behalf of the City has been duly authorized to do so; (c) this Agreement is binding upon the City in accordance with its terms; and (d) the execution of this Agreement and the performance by the City of its obligations under this Agreement do not constitute a breach or event of default by the City under any other agreement, instrument, or order to which the City is a party or by which the City is bound.

4.6 Default/Remedies.

4.6.1 If either Party fails to perform an obligation imposed on such Party by this Agreement (a "Failure") and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a "Default." If a Failure is monetary, the non-performing Party shall have ten (10) business days within which to cure. If the Failure is non-monetary, the non-performing Party shall have thirty (30) days within which to cure. However, if a non-monetary Failure is of such a nature that it cannot reasonably be expected to be cured within thirty (30) days, then the Party who failed to perform shall have such time as is necessary to cure the default, so long as the failing Party commences the cure within thirty (30) days and diligently pursues such cure to completion.

4.6.2 If Developer is in Default, the City shall have available all remedies at law or in equity; provided, however, no default by Developer shall entitle the City to terminate this Agreement, cease collection of the Assessments and deposit of the Assessment Revenues, or ~~to~~ withhold properly due payments to Developer from the PID Reimbursement Fund or the PID Project Fund in accordance with this Agreement and the Bond Indenture or on deposit in the PID Reimbursement Fund.

4.6.3 Subject to Section 3.7, if the City is in Default, Developer shall have available all remedies at law or in equity; provided, however, that: (a) the City does not by this Agreement waive its sovereign immunity from suit or sovereign immunity from liability if otherwise conferred by law, and (b) no Default by the City shall entitle Developer to terminate this Agreement and ~~that~~ any financial obligation of the City will only be payable from monies available under an applicable Bond Indenture or under this Agreement.

4.7 Remedies Outside the Agreement. Nothing in this Agreement constitutes a waiver by the City its sovereign immunity from suit or sovereign immunity from liability, if otherwise conferred by law, or of any remedy the City may have outside this Agreement against Developer or any other person or entity involved in the design, construction, or installation of the PID Projects. The obligations of Developer hereunder shall be those of a Party hereto and not as an owner of property in the PID. Nothing herein shall be construed as affecting the City's or Developer's rights or duties to perform their respective obligations under other agreements, use regulations, or subdivision requirements relating to the development property in the PID. [In part redundant of 4.6.3]

4.8 Applicable Law; Venue. This Agreement is being executed and delivered and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply, the substantive laws of the State of Texas shall govern the interpretation and enforcement of this Agreement. In the event of a dispute involving this Agreement, venue shall lie in any court of competent jurisdiction in Travis County, Texas.

4.9 Notice. Any notice referenced in this Agreement must be in writing and shall be deemed given at the addresses shown below: (a) when delivered by a nationally recognized delivery service such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person is the named addressee; or (b) 72 hours after deposited with the United States Postal Service, Certified Mail, Return Receipt Requested.

| | |
|---|---|
| To the City: | City of Manor, Texas<br>Attn: City Manager<br>105 E. Eggleston Street<br>Manor, Texas 78653 |
| With a copy to: | The Knight Law Firm, LLP<br>Attn: Veronica Rivera<br>223 West Anderson Lane, Suite A-105<br>Austin, Texas 78752 |
| To Developer: | |
| With a copy to: | |

Any Party may change its address by delivering notice of the change in accordance with this section.

4.11 Conflicts; Amendment. In the event of any conflict between this Agreement and any other instrument, document, or agreement by which either Party is bound, the provisions and intent of the Bond Indenture controls. This Agreement may only be amended by written agreement of the Parties.

4.12 Severability. If any provision of this Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions.

4.13 Non-Waiver. The failure by a Party to insist upon the strict performance of any provision of this Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Agreement.

4.14 Third Party Beneficiaries. Nothing in this Agreement is intended to or shall be construed to confer upon any person or entity other than the City and Developer, any rights under or by reason of this Agreement. All provisions of this Agreement shall be for the sole and exclusive benefit of the City and Developer.

4.15 Counterparts. This Agreement may be executed in multiple counterparts, which, when taken together, shall be deemed one original.

4.16 [Reserved.]

4.17 No Boycott of Israel. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 4.17 shall survive termination of the Agreement until the statute of limitations has run.

4.18 Contracts With Companies Engaged in Business With Iran, Sudan or Foreign Terrorist Organizations Prohibited. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code.

The foregoing representation excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 4.18 shall survive termination of the Agreement until the statute of limitations has run.

4.19 Verification Regarding Energy Company Boycotts. Pursuant Developer hereby verifies that it and its parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 4.19 shall survive termination of the Agreement until the statute of limitations has run.

4.20 Verification Regarding Firearm Entities and Firearm Trade Associations. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;

(ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. Notwithstanding anything contained herein, the representations and covenants contained in this Section 4.20 shall survive termination of the Agreement until the statute of limitations has run.

4.21 Recitals. Recitals. The recitals contained in this Agreement: (a) contain legislative findings by the City Council; (b) are true and correct as of the Effective Date; (c) contribute to the basis upon which the Parties negotiated and entered into this Agreement; and (d) reflect the final intent of the Parties as stated therein. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

4.22 Form 1295. Submitted herewith is a completed Form 1295 in connection with the Developer's participation in the execution of this Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Developer, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Developer and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Developer; and, neither the City nor its consultants have verified such information.

4.23 Assignment. The Developer may, in its sole discretion, assign this Agreement with respect to all or part of the property within the PID from time to time to any party in connection with the sale of the property within the PID or any portion thereof so long as: (a) the assigned rights and obligations are assumed without modifications to this Agreement; and (b) the Developer provides the City thirty (30) days prior written notice of any such assignment which shall include (i) the name and address of the assignee and (ii) a representation by the Developer that the assignment does not and will not result in the issuance of municipal securities by any other state of the United States or political subdivision thereof. The Developer hereby represents that the City may rely conclusively on any written notice of an assignment provided by the Developer without any obligation of the City to investigate or confirm the assignment or any aspects thereof. Upon such assignment or partial assignment, the Developer shall be fully released from any and all obligations under this Agreement and shall have no further liability with respect to this Agreement

for the part of the property within the PID so assigned save and except that if a Failure occurs prior to or contemporaneously with an assignment described in this Section 4.23. Developer shall be obligated to cure such Failure in accordance with Sections 4.6 and 4.7 of this Agreement as if Developer owned all of the property so assigned in fee, and City shall have all rights and remedies that would otherwise be available to it at law and under Sections 4.6 and 4.7 of this Agreement if Developer owned all such property in fee.

**CITY:**

CITY OF MANOR, TEXAS

By: _____
Dr. Christopher Harvey
Mayor

Date: _____

Attest:

By: _____
Lluvia T. Almaraz
City Secretary

**DEVELOPER:**

LAS ENTRADAS DEVELOPMENT CORPORATION.,
a Texas corporation

By: _____
Name: _____
Its: _____

# Exhibit A

## FORM OF CERTIFICATE FOR PAYMENT

The undersigned is an agent for Las Entradas Development Corporation, a Texas corporation ("Developer"), and requests payment from the City of Manor, Texas (the "City") out of the [*PID Project Fund (as defined in the Bond Indenture) / PID Reimbursement Fund*] in the amount of $_____ for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain PID Projects providing a special benefit to property within the _____ Public Improvement District. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the PID Reimbursement Agreement, _____ Public Improvement District, effective _____ (the "Reimbursement Agreement"). In connection with the above referenced payment, Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of Developer, is qualified to execute this Certificate for Payment Form on behalf of Developer, and is knowledgeable as to the matters set forth herein.

2. The payment requested for the below referenced PID Projects has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.

3. The amount listed below is a true and accurate representation of the PID Project Costs associated with the creation, acquisition, or construction of said PID Projects and such costs: (a) are in compliance with the Reimbursement Agreement; and (b) are consistent with the Service and Assessment Plan.

4. Developer is in compliance with the terms and provisions of the Development Agreement, Developer Continuing Disclosure Agreement, Reimbursement Agreement and the Service and Assessment Plan.

5. Developer has timely paid all ad valorem taxes and annual installments of special assessments it owes or an entity Developer controls owes, located in the EntradaGlen Public Improvement District and has no outstanding delinquencies for such assessments.

6. All conditions set forth in the Bond Indenture for the payment hereby requested have been satisfied.

7. The work with respect to the PID Projects referenced below (or its completed segment, section, or portion thereof) has been completed, and the City has inspected such PID Projects.

8. Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

9. No more than ninety-five percent (95%) of the budgeted or contracted hard costs for PID Project Costs identified may be paid until the work with respect to such PID Project Costs (or

segment) has been completed and the City has accepted such PID Project Costs (or segment). One hundred percent (100%) of soft costs (e.g., engineering costs, inspection fees and the like) may be paid prior to City acceptance of such PID Projects Costs (or segment)

10. The Developer confirms that based on all prior amounts paid to Developer from the PID Reimbursement Fund as of the date of this Certification for Payment and based on the percentage of completion of the PID Project Costs as of the date of this Certification for Payment as verified by the City, payment of the amounts requested in this Certification for Payment, taking into account all prior payments for the PID Project Costs and the amount of work related to the PID Project Costs remaining to be completed as of the date of this Certification for Payment will not cause the amounts on deposit in the PID Reimbursement Fund to fall below the amount necessary to complete the remaining PID Project Costs taking into account the amounts available to the Developer under its private loan, a line of credit and/or any other form acceptable to the City.

**Payments requested are as follows:**

a. X amount to Person or Account Y for Z goods or services.
b. Payment / Wire Instructions

Attached hereto are invoices, cancelled checks, receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Also attached hereto are **"bills paid" affidavits and supporting documentation** in the standard form for City construction projects.

Pursuant to the Reimbursement Agreement, after receiving this payment request, the City has inspected the Authorized Improvements (or completed segment) and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations.

I hereby declare that the above representations and warranties are true and correct.

[remainder of page left blank intentionally]

**DEVELOPER:**

LAS ENTRADAS DEVELOPMENT CORPORATION,
a Texas corporation

By: _____
Name: _____
Its: _____

## APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Certificate for Payment, acknowledges the Certificate for Payment, acknowledges that the PID Projects (or its completed segment) covered by the certificate have been inspected by the City, and otherwise finds the Certificate for Payment to be in order. After reviewing the Certificate for Payment, the City approves the Certificate for Payment and directs _____ to make such payments from the PID Project Fund to Developer or to any person designated by Developer.

**CITY OF MANOR, TEXAS**

By: _____
Name: _____
Title: _____
Date: _____

# Exhibit B

## FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is an agent for Las Entradas Development Corporation, a Texas corporation ("Developer") and requests payment to Developer (or to the person designated by Developer) from the applicable account of the PID Project Fund from _____ (the "Trustee") in the amount of _____ ($_____) to be transferred from the applicable account of the PID Project Fund upon the delivery of the PID Bonds for costs incurred in the establishment, administration, and operation of _____ Public Improvement District (the "District") and costs associated with the issuance of PID Bonds, as follows.

Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Indenture of Trust by and between the City and the Trustee dated as of _____ (the "Indenture") relating to the [_____] (the "PID Bonds").

In connection with the above referenced payment, Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of Developer, is qualified to execute this Closing Disbursement Request on behalf of Developer, and is knowledgeable as to the matters set forth herein.

2. The payment requested for the below referenced establishment, administration, and operation of the District at the time of the delivery of the PID Bonds have not been the subject of any prior payment request submitted to the City.

3. The amount listed for the below costs is a true and accurate representation of the PID Project Costs associated with the establishment, administration and operation of the District at the time of the delivery of the PID Bonds, and such costs are in compliance with the Service and Assessment Plan.

4. The Developer is in compliance with the terms and provisions of the Reimbursement Agreement, the Indenture, and the Service and Assessment Plan.

5. All conditions set forth in the Indenture and the Reimbursement Agreement for the payment hereby requested have been satisfied.

6. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

**Payments requested hereunder shall be made as directed below:**

[Information regarding Payee, amount, and deposit instructions attached]

I hereby declare that the above representations and warranties are true and correct.

**DEVELOPER:**

LAS ENTRADAS DEVELOPMENT CORPORATION,
a Texas corporation

By: _____
Name: _____
Its: _____

## APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request and directs payment to be made from Costs of Issuance Account upon delivery of the PID Bonds.

**CITY OF MANOR, TEXAS**

By: _____
Name: _____
Title: _____
Date: _____

AGENDA ITEM NO. 27

# AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 17, 2024
**PREPARED BY:** Scott Dunlop, Director
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on an ordinance of the City of Manor, Texas establishing an exemption from ad valorem taxes for qualifying childcare facility properties, providing a severability clause, providing savings, effective date and open meetings clauses, and providing for related matters.

**BACKGROUND/SUMMARY:**

Approved by Texas voters in November 2023, Proposition 2 allows an entity, like cities, to exempt childcare facilities from ad valorem taxes. The program is managed through the Texas Comptroller's Office and a County Appraisal District.

The draft ordinance exempts qualifying persons from 100% of the city's ad valorem tax if:

1. The real property the person owns and operates as a qualified childcare facility; or
2. The portion of the real property that the person owns and leases to a person who uses the property to operate a qualifying childcare facility.

Under Section 11.36 of the State's Tax Code, a qualified childcare facility is one that:

1. The owner or operator of which participates in the Texas Workforce Commission's Texas Rising Star Program as described in Section 2308.3155, Government Code, for that facility; and
2. At which at least 20 percent of the total number of children enrolled at the facility receive subsidized child-care services provided through the child-care program administered by the Texas Workforce Commission

A qualifying property is one that is:

1. Used exclusively to provide developmental and educational services for children attending the child-care facility; and
    a. Incidental uses on the property are permitted, so long as they benefit the children or the staff and faculty of the facility
2. Reasonably necessary for the operation of the child-care facility

Properties that also claim a Homestead exemption are not eligible for this childcare tax exemption

For qualified childcare facilities that lease space, the property owner must demonstrate to the Comptroller the lease/rent reduction provided to the qualified childcare facility in the amount that is at least equal to the tax reduction:

A person who claims an exemption under Subsection (b)(2) must include with the application for the exemption an affidavit certifying to the chief appraiser for the appraisal district that appraises the property that is the subject of the application that:

1. the person has provided to the child-care facility to which the property is leased a disclosure document stating the amount by which the taxes on the property are reduced as a result of the exemption and the method the person will implement to ensure that the rent charged for the lease of the property fully reflects that reduction;
2. the rent charged for the lease of the property reflects the reduction in the amount of taxes on the property resulting from the exemption through a monthly or annual credit against the rent; and
3. the person does not charge rent for the lease of the property in an amount that exceeds:
    a. for property that consists of space in a commercial property, the rent charged by the person to other tenants of the commercial property for similar space; or
    b. for property other than property described by Paragraph (A), the average rent charged for comparable rental property.

**LEGAL REVIEW:** Yes, Veronica Rivera, Assistant City Attorney
**FISCAL IMPACT:** Yes, reduction of ad valorem taxes
**PRESENTATION:** No
**ATTACHMENTS:** Yes

- Draft Ordinance No. 739

**STAFF RECOMMENDATION:**

The City Staff recommends that the City Council approve Ordinance No.739 of the City of Manor, Texas establishing an exemption from ad valorem taxes for qualifying childcare facility properties, providing a severability clause, providing savings, effective date and open meetings clauses, and providing for related matters.

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

**ORDINANCE NO. 739**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS ESTABLISHING AN EXEMPTION FROM AD VALOREM TAXES FOR QUALIFYING CHILD-CARE FACILITY PROPERTIES; PROVIDING A SEVERABILITY CLAUSE, PROVIDING SAVINGS, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES, AND PROVIDING FOR RELATED MATTERS.**

**WHEREAS**, Texas Tax Code, Section 11.36, as added by S.B. 1145 of the 88th Texas Legislature regular session (2023), authorizes an exemption from ad valorem (property) taxes on all or part of the appraised value of real property, or a portion thereof, operating as a qualified child-care facility; and

**WHEREAS**, an exemption, as described in the above recital, of 100 percent of the appraised value of all or a portion of real property used to operate a qualifying child-care facility is in the public interest; and

**WHEREAS**, the City Council of the City of Manor, Texas (the "City Council") have determined that an exemption from property taxes of 100 percent of the appraised value on all or part of the appraised value of real property used to operate a qualifying child-care facility should be granted.

**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. Tax Exemption.** The City Council hereby adopts an exemption, as authorized by Texas Tax Code, Section 11.36, entitling qualifying persons to an exemption from taxation by the City of 100 percent of the appraised value of:

(1) the real property the person owns and operates as a qualified child-care facility; or

(2) the portion of the real property that the person owns and leases to a person who uses the property to operate a qualifying child-care facility.

**SECTION 3. Residence Homestead Exemption.** As set forth in Texas Tax Code Section 11.36(g), a person cannot claim the child-care facility exemption on property they own and lease to another to operate a qualifying child-care facility if the person also claims a Texas Tax Code Section 11.13 residence homestead exemption on the property or leases any part of the property to another for use a principal residence.

**SECTION 4. Year of Applicability.** The exemption adopted by this ordinance applies to the tax year beginning January 1, 2024.

**SECTION 5. Conflicting Ordinances.** All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City of Manor, the terms and provisions of this ordinance shall govern.

**SECTION 6. Savings Clause.** All rights and remedies of the City of Manor are expressly saved as to any and all violations of the provisions of any ordinances affecting taxes and fees which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

**SECTION 7. Effective Date.** This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Texas Local Government Code and the City Charter.

**SECTION 8. Severability**. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this ordinance are severable and, if any phrase, sentence, paragraph or section of this ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision, and to this end the provisions of this ordinance are declared to be severable.

**SECTION 9. Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance was considered and passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

*[signatures follow on next page]*

**PASSED AND APPROVED** on this 17th day of April 2024.

**THE CITY OF MANOR, TEXAS**

Dr. Christopher Harvey, Mayor

**Attest:**

Lluvia T. Almaraz, City Secretary

# Application for Child-Care Facility Property Tax Exemption

Form 50



Tax Year

Appraisal District's Name

Appraisal District Account Number *(if known)*

**GENERAL INFORMATION:** This application applies to property that is owned or leased by a child-care facility that meets the qualifications for exemption pursuant to Tax Code Section 11.36.

**FILING INSTRUCTIONS:** Applicants must file this application and all supporting documents with the appraisal district office in each county in which the property is located. **Do not file this document with the Texas Comptroller of Public Accounts.**

## SECTION 1: Property Owner/Applicant

Did the applicant own the property that is the subject of this application on Jan. 1 of the tax year? ☐ Yes ☐ No

☐ Individual ☐ Partnership ☐ Corporation ☐ Other *(specify)*:

Name of Property Owner

Driver's License, Personal I.D. Certificate Social Security Number or Federal Tax I.D. Number*

Physical Address, City, State, ZIP Code

Primary Phone Number *(area code and number)*

Email Address**

Mailing Address, City, State, ZIP Code (*if different from the physical address provided above*)

## SECTION 2: Authorized Representative

**If you are an individual property owner filing this application, skip to Section 3; all other applicants filing on the property owner's behalf are required to complete Section 2.**

Please indicate the basis for your authority to represent the property owner in filing this application:

☐ Officer of the company ☐ General Partner of the company ☐ Attorney for property owner

☐ Agent for tax matters appointed under Tax Code Section 1.111 with completed and signed Form 50-162

☐ Other and explain basis:

Provide the following information for the individual with the legal authority to act for the property owner in this matter:

Name of Authorized Representative

Driver's License, Personal I.D. Certificate, or Social Security Number*

Title of Authorized Representative

Primary Phone Number *(area code and number)*

Email Address**

Mailing Address, City, State, ZIP Code

## SECTION 3: Property Description

Provide the descriptive information requested below for the property that is the subject of this application:

Physical Address *(i.e. street address, not P.O. Box)*, City, State, ZIP Code

Appraisal District Account Number *(if known)*

Legal Description:

## SECTION 4: Child-Care Facility Information

Name of Child-Care Facility

Owner/Operator

Primary Phone Number *(area code and number)*

Email Address**

Mailing Address, City, State, ZIP Code

## SECTION 5: Property Use

1. Is the child-care facility licensed by the Health and Human Services Commission? ☐ Yes ☐ No
   If yes, please provide the license number: _____
2. What services are provided by the child-care facility?

3. Are any of the children related by blood, marriage or adoption to the owner or operator of the child-care facility? ☐ Yes ☐ No
4. Does the child-care facility owner or operator participate in the Texas Workforce Commission's Texas Rising Star Program? ☐ Yes ☐ No
5. Do 20 percent of the total number of children enrolled receive subsidized childcare services provided through the child-care services program administered by the Texas Workforce Commission? ☐ Yes ☐ No
6. Is the property currently receiving an exemption under Tax Code Section 11.13, or is any part of the property leased to another person for use as a principal residence? ☐ Yes ☐ No

## SECTION 6: Certification and Signature

**If you make a false statement on this form, you could be found guilty of a Class A misdemeanor or a state jail felony under Penal Code Section 37.10.**

I, _____, swear or affirm the following:
Printed Name of Property Owner or Authorized Representative

1. that each fact contained in this application is true and correct;
2. that the property described in this application meets the qualifications under Texas law for the child-care facility exemption claimed;
3. that I have read and understand the Notice Regarding Penalties for Making or Filing an Application Containing a False Statement.

sign here

Signature of Property Owner or Authorized Representative

Date

* If the property owner is a company or other legal entity (not an individual), it must provide the entity's Federal Tax I.D. Number. Disclosure of your social security number (SSN) may be required and is authorized by law for tax administration and identification of any individual affected by applicable law. Authority: 42 U.S.C. § 405(c)(2)(C)(i); Tax Code Section 11.43(f). Except as authorized by Tax Code Section11.48(b), a driver's license number, personal identification certificate number, or social security number provided in this application for an exemption filed with your county appraisal district is confidential and not open to public inspection under Tax Code Section 11.48(a).

** An email address of a member of the public could be confidential under Government Code Section 552.137; however, by including the email address on this form, you are affirmatively consenting to its release under the Public Information Act.

# Important Information

**GENERAL INFORMATION**
This application is for claiming a property tax exemption for a property that is owned or leased by a qualifying child-care facility pursuant to Tax Code Section 11.36. The exemption applies only to property located in a county or municipality in which the governing body of the taxing unit has authorized the exemption.

**FILING INSTRUCTIONS**
Applicants must file this application and all supporting documentation with the appraisal district office in each county in which the property is located. **Do not file this document with the Texas Comptroller of Public Accounts.** You can find a county directory with contact information for appraisal district offices on the Comptroller's website.

**APPLICATION DEADLINES**
You must file the completed application with all required documentation beginning Jan. 1 and not later than April 30 of the year for which you are requesting an exemption.

**ADDITIONAL INFORMATION REQUEST**
The chief appraiser may request additional information to evaluate this application. Property owner must comply within 30 days of the request or the application will be denied. The chief appraiser may extend this deadline for a single period not to exceed 15 days for good cause shown (Tax Code Section 11.45).

**DUTY TO NOTIFY**
Once the child-care exemption is granted, an application does not need to be filed annually unless the property's ownership changes or qualifications for the exemption change. The chief appraiser may require a new application to be filed to confirm eligibility by sending written notice and an application. You must notify the chief appraiser in writing before May 1 after the right to the exemption ends.

**DOCUMENTATION**
Applicants must include the following documents with the application:

- Documentation that the child-care facility participates in the Texas Workforce Commission's Texas Rising Star Program as described by Government Code Section 2308.3155.
- Documentation showing that at least 20 percent of children enrolled in the child-care facility receive subsidized child-care services provided through the child-care services program administered by the Texas Workforce Commission.
- For a property owner leasing the property to a qualifying child-care facility, Form 50-845, Child-Care Facility Exemption Affidavit certifying that the property owner has provided to the child-care facility a disclosure in accordance with Tax Code Section 11.36(f).

Daycare.locations.and.taxes¿

1. Creative Learning Center – 11401 US Hwy 290, Bldg B

   Owner: Manor Village Condominiums LTD
   Condo regime, no taxing information is available from TCAD

2. Bright Beginnings - 101 E. Boyce Street

   Owner: Bahrami Behzad
   Total Value = $330,000 (Land: $75,000, Improvement $255,000)
   Total 2023 Taxes Paid = $7,817.52
   City taxes paid = $2,240.37

3. The Busy Bee Preschool – 11300 US Hwy 290, Suite 320

   Owner: Shadowglen Development Corp.
   Total Value = $8,680,582 (Land $2,073,456, Improvement $6,607,126)
   Total 2023 taxes paid = $205,638.38
   City taxes paid = $58,932.47 (for entire property)

4. The Learning Experience – 11924 Ring Drive

   Owner: NF II Development LLC
   Total Value = $281,110 (Land $281,110, Improvement $0)
   Total 2023 taxes paid = $6,659.36
   City taxes paid = $1,908.46 (for entire property)