



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 Called Special Session

Monday, December 18, 2023 at 6:00 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.

EXECUTIVE SESSION

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

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

- Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel on the ShadowGlen project.

OPEN SESSION

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

REGULAR AGENDA

- 1. Consideration, discussion, and possible action on a Resolution authorizing the purchase and closing of 10.428 acres, more or less, of real property located in Travis County, Texas, approval of the Purchase and Sale Agreement and First Amendment to the Agreement.**
Submitted by: Scott Moore, City Manager
- 2. Consideration, discussion, and possible action on a Resolution authorizing a Second Amendment to the Real Estate Contract for the purchase and closing of 125.589 acres, more or less, of real property located In Travis County, Texas; and a First Amendment to the real estate contract for the purchase and closing of 110.50 acres, more or less, located in Travis County, Texas.**
Submitted by: Scott Jones, Economic Development Director
- 3. Consideration, discussion, and possible action on a Resolution authorizing the Second Amendment to the Earnest Money Contract for the purchase and closing of 10.5038 acres, more or less, of real property located in Travis County, Texas.**
Submitted by: Scott Moore, City Manager

ADJOURNMENT

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

CONFLICT OF INTEREST

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

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

POSTING CERTIFICATION

I, the undersigned authority do hereby certify that this Notice of Meeting was posted on the bulletin board, at the City Hall of the City of Manor, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: Friday, December 15, 2023, by 5:00 PM and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

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

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS:

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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: December 18, 2023
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Resolution authorizing the purchase and closing of 10.428 acres, more or less, of real property located in Travis County, Texas, approval of the Purchase and Sale Agreement and First Amendment to the Agreement.

BACKGROUND/SUMMARY:

The City and the Protestant Episcopal Church entered into a purchase and sales agreement for the purchase of a 10.428 acre property. The attached resolution ratifies the agreement entered into with the Church and a first amendment is presented for City Council consideration to extend the closing date to January 16, 2024.

LEGAL REVIEW: Yes, Veronica Rivera, Assistant City Attorney
FISCAL IMPACT:
PRESENTATION:
ATTACHMENTS: Yes

- Resolution No. 2023-42
- Purchase and Sale Agreement
- First Amendment to Purchase and Sale Agreement

STAFF RECOMMENDATION:

Staff recommends approval of Resolution No. 2023-42 authorizing the purchase and closing of 10.428 acres, more or less, of real property located in Travis County, Texas, approval of the Purchase and Sale Agreement and First Amendment to the Agreement and authorize the City Manager to execute the First Amendment.

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

RESOLUTION NO. 2023-42

A RESOLUTION OF THE CITY OF MANOR, TEXAS AUTHORIZING THE PURCHASE AND CLOSING OF 10.428 ACRES, MORE OR LESS, OF REAL PROPERTY LOCATED IN TRAVIS COUNTY, TEXAS FOR \$3,500,000.00 PLUS CLOSING COSTS; PROVIDING FOR APPROVAL OF THE PURCHASE AND SALE AGREEMENT AND AN AMENDMENT TO THE AGREEMENT; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City Council of the City of Manor, Texas (the “City”) desires to purchase an approximately 10.428 acre tract of land located in, Manor, Travis County, Texas, and more particularly described in Exhibit A to the attached Purchase and Sale Agreement (the “Property”); and

WHEREAS, the Mayor is Dr. Christopher Harvey and the City Manager is Scott Moore;

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

SECTION 1. The foregoing recitals are all true and correct and are hereby approved and adopted.

SECTION 2. The approval and execution of the Purchase and Sale Agreement by and among the Protestant Episcopal Church Council of the Diocese of Texas, a Texas non-profit corporation (the “Seller”), and the City (the “Purchase and Sale Agreement”) providing for the purchase of the Property for the purchase price of \$3,500,000.00 (the “Purchase Price”), plus closing costs, is hereby confirmed, ratified, and approved. The First Amendment to the Purchase and Sale Agreement (the “First Amendment”) is hereby approved to extend the closing date in the Real Estate Contract to January 16, 2024, for an additional \$35,000.00 being placed in escrow which shall be applied to the Purchase Price at the time of closing and the City Manager is authorized to execute the First Amendment.

SECTION 3. It is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the 18th day of December 2023.

CITY OF MANOR, TEXAS

Dr. Christopher Harvey, Mayor

ATTEST:

Lluvia T. Almaraz, City Secretary

 ORIGINAL

Item 1.

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is entered into by and between **Protestant Episcopal Church Council of the Diocese of Texas**, a Texas non-profit corporation (the "Seller"), and the **City of Manor, Texas**, a municipal corporation situated in Travis County, Texas (the "Purchaser"). Seller and Purchaser may also be referred to singularly as "Party" or collectively as "Parties."

AGREEMENT

Seller and Purchaser agree as follows:

1. **Sale and Purchase.** Seller agrees to sell, convey, and assign to Purchaser, and Purchaser agrees to purchase and accept from Seller, for the Purchase Price (as defined below), and subject to terms and conditions of this Agreement, a tract or parcel of land described as:

+/- 10.428 acres of land being a portion of a called 23.00 acre tract of land described in a Special Warranty Deed to Protestant Episcopal Church Council of the Diocese of Texas, Recorded in Document Number 2014080057 of the Official Public Records of Travis County, Texas as depicted in the survey attached hereto as Exhibit "A" and incorporated herein for all purposes.

together with all improvements thereon, all rights and interests appurtenant thereto, including all of Seller's right, title, and interest, if any, in and to adjacent streets, alleys, rights-of-way, easements, any adjacent strips or gores of land, any awards for damage to such tracts or parcels or any part by reason of casualty (collectively, the "Land"); and all improvements of every kind and description located in, on, over, and under the Land (collectively, the "Improvements"). The Land and the Improvements are collectively called the "Property." All of the Property shall be conveyed, assigned, and transferred to Purchaser at Closing (as defined below) free and clear of all liens, claims, easements and encumbrances whatsoever, except for the Permitted Encumbrances (as hereinafter defined).

2. **Purchase Price.** The price ("Purchase Price") for which Seller agrees to sell and convey the Property to Purchaser, and which Purchaser agrees to pay to Seller, subject to the terms hereof, is Three Million Five Hundred Thousand and No/100 Dollars (**\$3,500,000**).

Purchaser shall pay the Purchase Price to Seller in good funds on the Closing Date (as hereinafter defined), subject to any adjustments provided for in this Agreement.

3. **Seller's Representations, Warranties and Covenants.** Seller hereby represents and warrants to, and covenants with Purchaser that:

a. Seller will have as of the Closing Date good and indefeasible title in fee simple to the Land, subject only to the Permitted Encumbrances, and free and clear of all liens;

b. From the date of this Agreement until the Closing Date, Seller shall:

(i) not enter into any agreement or instrument or take any action that would constitute an encumbrance of the Property, that would bind Purchaser or the Property after the Closing Date, or that would be outside the normal scope of maintaining and operating the Property, without the prior written consent of Purchaser; and

(ii) afford Purchaser and its representatives the continuing right to inspect and perform non-invasive tests on the Property at reasonable hours and upon reasonable

written notice, and inspect all books, records, contracts, and other documents or data pertaining to the ownership, insurance, operation, or maintenance of the Property;

c. All bills and other payments due from Seller with respect to the ownership, operation, and maintenance of the Property have been (or by the Closing Date will be) paid by Seller and no liens or other claims for the same have been (or by the Closing Date will be) filed or asserted against any part of the Property;

d. Seller has full right, power and authority to execute, deliver, and perform this Agreement without obtaining any consents or approvals from, or the taking of any other actions with respect to, any third parties, and this Agreement, when executed and delivered by Seller and Purchaser, will constitute the valid and binding agreement of Seller, enforceable against Seller in accordance with its terms;

e. Seller is not a "foreign person" (as defined in Internal Revenue Code Section 1445(f)(3) and the regulations issued thereunder); and

f. Seller (i) is not in receivership or dissolution, (ii) has not made any assignment for the benefit of creditors, (iii) has not admitted in writing its inability to pay its debts as they mature, (iv) has not been adjudicated a bankrupt, (v) has not filed a petition in voluntary bankruptcy, a petition or answer seeking reorganization, or an arrangement with creditors under the federal bankruptcy law, or any other similar law or statute of the United States or any state, or (vi) does not have any such petition described in (v) filed against Seller.

g. Any and all Seller's disclosures, representations and warranties in this Agreement are made based upon Seller's actual current knowledge without any duty to investigate or make any inquiry as to the matter disclosed.

4. Purchaser's Representations, Warranties, and Covenants. Purchaser hereby represents and warrants to, and covenants with, Seller that Purchaser has full right, power, and authority to execute, deliver, and perform this Agreement, subject to approval of this Agreement by the City Council of the City of Manor, Texas, the signature of the Mayor and the countersignature of the City Controller of the City of Manor, Texas. This Agreement, when executed and delivered by Seller and Purchaser, in the manner and subject to the approvals described above, will constitute the valid and binding agreement of Purchaser, enforceable against Purchaser in accordance with its terms.

5. Feasibility Period; Title Report and Survey.

a. Within five (5) days following the date that this Agreement is countersigned by the City Controller of the City of Manor, Texas (the "Effective Date"), Purchaser shall deposit Thirty-Five Thousand and No/100 Dollars (**\$35,000.00**) (the "Option to Purchase Consideration"), in escrow with Independence Title, Attention Aimee Randle, (the "Title Company"). At Closing, the Option to Purchase Consideration shall be applied to the Purchase Price. In the event the Closing does not occur, for any reason, the Option to Purchase Consideration shall be nonrefundable to Purchaser.

b. Within fifteen (15) days following the Effective Date, Seller shall provide to Purchaser the following items relating to the Property, if any of the items are in Seller's possession, custody or control: (1) copies of all documents indicating compliance or noncompliance with any governmental entity with jurisdiction over the Property; (2) any soil, engineering and environmental reports; and (3) all contracts and agreements that are not cancelable upon thirty (30) days' notice.

c. Commencing on the Effective Date and ending at the expiration of up to ninety (90) days thereafter (which time period may be shortened by Purchaser at its option),

Purchaser shall have a period (the "Feasibility Period") during which Purchaser may examine the Property and conduct any and all such tests and studies as Purchaser may desire, including but not limited to non-invasive environmental and asbestos testing, in order to determine if the Property is suitable for Purchaser's purposes. During such period, Purchaser at its sole cost and expense may obtain an additional survey (the "Survey") and Phase I environmental site assessments of the Property. Seller will furnish Purchaser a commitment for title insurance (the "Title Commitment") including copies of recorded documents evidencing exceptions. Seller authorizes the Title Company to deliver the commitment and related documents to Purchaser and Purchaser's address. To the extent permitted by law, Purchaser agrees to defend, indemnify and hold Seller, its officers, and employees harmless from any and all injuries, losses, liens, claims, judgments, liabilities, costs, expenses or damages (including reasonable attorneys' fees and court costs) sustained by Seller which result from or arise out of any inspections conducted by Purchaser or its authorized representatives of the Property; provided, however, such indemnity shall not extend to liabilities arising from the mere discovery of existing conditions or defects in, on or under the Property. Purchaser will promptly repair at Purchaser's sole cost and expense all damage to the Property caused by Purchaser or Purchaser's agents and contractors. Notwithstanding any provision herein to the contrary, the indemnity contained in the preceding sentence shall survive the termination of this Contract or the Closing.

No later than the end of the Feasibility Period, Purchaser shall notify Seller in writing if Purchaser desires to terminate this Agreement. If Purchaser does not notify Seller, Purchaser shall be deemed to have elected to proceed to Closing, subject to the terms hereof. Purchaser has the right to terminate this Agreement at any time within the Feasibility Period.

d. In the event that Purchaser's environmental testing reveals the presence of any environmental contamination in levels requiring remediation, Purchaser shall notify Seller. Thereupon, either Seller or Purchaser may terminate this Agreement, whereupon all moneys deposited by Purchaser except the Independent Consideration shall be refunded to Purchaser.

e. Purchaser shall have until the end of the Feasibility Period to examine the items delivered pursuant to Sections 5(b), a Title Commitment and a current Survey, provided by Seller at Seller's sole cost and expense, and to specify to Seller those items affecting the Property that Purchaser finds objectionable (the "Encumbrances"). Items shown in the Title Commitment or Survey and not objected to by Purchaser in its written objections within such period shall be deemed items for which Purchaser will accept title (the "Permitted Encumbrances"). Notwithstanding anything to the contrary contained in this Agreement, Seller shall have no obligation to bring any action or proceeding or otherwise to incur any expense whatsoever to eliminate, cure, remove or modify Purchaser's title or survey objections, except for exceptions voluntarily caused or created by Seller after the Effective Date of this Agreement. The Title Company shall deliver on the Closing Date an amended Title Commitment reflecting the cure of the Encumbrances. Any liens affecting the Property shall be Encumbrances, whether or not so specified in any notice by Purchaser, and Seller shall cause the liens to be released at or prior to Closing.

f. If Seller fails or is unwilling to cause all of the Encumbrances to be removed or cured by the Closing Date, or if the Title Commitment or Survey indicates that Seller does not own indefeasible fee simple title to the Land, Purchaser shall have the following rights, as its sole and exclusive remedies:

(i) to terminate this Agreement by giving Seller written notice, in which event the Earnest Money (as hereinafter defined), save and except the Independent Consideration, shall be returned to Purchaser, and neither party shall have any further rights, duties, or obligations hereunder; or

(ii) to elect to waive the Encumbrances not so removed or cured and close the purchase and sale contemplated by this Agreement without any reduction in the Purchase Price in accordance with the remaining terms and provisions, whereupon the

Encumbrances not so removed or cured shall become Permitted Encumbrances, to be treated in the manner provided herein for Permitted Encumbrances.

6. As-Is, Where-Is. Purchaser and its representatives, prior to the date of Closing, will have been afforded the opportunity to make such inspections of the Property and matters related thereto as Purchaser and its representatives desire.

PURCHASER ACKNOWLEDGES AND AGREES THAT EXCEPT FOR (A) SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS SET FORTH IN SECTION 3 AND (B) THE WARRANTY OF TITLE IN THE DEED REFERRED TO IN SECTION 8(B)(I), UPON CLOSING, PURCHASER SHALL ACCEPT THE PROPERTY AS/IS WHERE IS WITH ALL FAULTS AND DEFECTS AND SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, RELATING TO, CONCERNING OR WITH RESPECT TO (i) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, (ii) THE COMPLIANCE OF OR BY THE PROPERTY WITH ANY LAWS, RULES, REGULATIONS, STATUTES OR ORDINANCES OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (iii) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, OR (iv) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. SPECIFICALLY, PURCHASER ACKNOWLEDGES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES REGARDING COMPLIANCE OF THE PROPERTY WITH ANY ENVIRONMENTAL PROTECTION OR LAND USE LAWS, RULES OR REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, THOSE PERTAINING TO SOLID WASTE AS DEFINED BY U. S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE IN OR ON THE PROPERTY, OF ANY HAZARDOUS SUBSTANCES AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND THE REGULATIONS PROMULGATED THEREUNDER OTHER THAN THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN ANY CLOSING DOCUMENT. PURCHASER REPRESENTS TO SELLER THAT PURCHASER SHALL RELY SOLELY UPON ITS OWN INVESTIGATIONS, INSPECTIONS AND STUDIES OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER, SELLER'S AGENTS OR CONTRACTORS GENERATED FROM THIRD PARTY SOURCES. PURCHASER IS PURCHASING THE PROPERTY "AS IS" WITH ALL FAULTS AND DEFECTS, KNOWN OR UNKNOWN. SELLER SHALL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR THE OPERATION THEREOF FURNISHED BY ANY PARTY PURPORTING TO ACT ON BEHALF OF SELLER INCLUDING, BUT NOT LIMITED TO LISTING BROKER, OTHER THAN THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN ANY CLOSING DOCUMENT. THE STATEMENTS AND DISCLAIMERS MADE UNDER THIS PARAGRAPH SHALL EXPRESSLY SURVIVE THE CLOSING.

7. Earnest Money. Upon the expiration of the Feasibility Period, Purchaser shall deposit in escrow with the Title Company the amount of Thirty Five Thousand and No/100 Dollars (**\$35,000.00**) (the "Earnest Money"), which shall be held by the Title Company in an interest-bearing account as earnest money to bind the transaction contemplated hereby. Unless otherwise delivered to Seller or Purchaser pursuant to the terms hereof, the Earnest Money, together with all interest thereon, shall be credited to the Purchase Price at the Closing. The Title Company shall acknowledge receipt of the Earnest Money in writing.

8. Closing. The consummation by the parties of the transaction contemplated by this Agreement is herein called the "Closing." Closing shall take place on or before the expiration of thirty (30) days after expiration of the Feasibility Period, with the exact time and date (the "Closing Date") of Closing to be specified in a written notice from Purchaser to Seller at least seven (7) days in advance of such date. The time, date or location of Closing may be modified by agreement of the parties.

At the Closing, the following (which are mutually concurrent conditions) shall occur:

a. Purchaser, at its sole cost and expense, shall deliver or cause to be delivered to Seller, through the Title Company:

(i) The balance due for the Purchase Price, adjusted as provided for herein, such amount to be paid in good funds;

(ii) Evidence satisfactory to Seller and the Title Company that the person executing the Closing documents on behalf of Purchaser has full right, power, and authority to do so; and

(iii) Any other instruments duly executed by Purchaser as are customarily executed in Travis County, Texas to effectuate the conveyance of property similar to the Property, as may be reasonably required by the Title Company.

(iv) Payment for any additional title premiums for any title endorsements required by Purchaser, excluding the cost of the basic title insurance premium for the title policy.

b. Seller, at its sole cost and expense, shall deliver or cause to be delivered to Purchaser, through the Title Company, the following:

(i) A Special Warranty Deed in form and substance substantially equivalent to the form shown on **Exhibit B** attached hereto and incorporated herein, fully executed and acknowledged by Seller, conveying to Purchaser good and indefeasible fee simple title in and to the Land and any Improvements thereon, subject only to the Permitted Encumbrances as provided for in Section 5(e), which shall be set forth in an exhibit thereto and attached prior to recordation of such instrument;

(ii) Evidence satisfactory to Purchaser and the Title Company that the person executing the Closing documents on behalf of Seller has full right, power, and authority to do so;

(iii) An executed and acknowledged affidavit that Seller is not a "foreign person" as described in Section 3.i. herein;

(iv) A certificate, executed and sworn to by Seller, confirming that there are no unpaid bills, claims, debts, or liens relating to the Property arising through or under Seller as of the Closing Date except with respect to specified bills, claims, debts, or liens;

(v) Such other instruments duly executed by Seller as are customarily executed in Travis County, Texas to effectuate the conveyance of property similar to the Property, as may be reasonably required by the Title Company with the effect that, after the Closing, Purchaser will have succeeded to all of the rights, titles and interests of Seller related to the Property and Seller will no longer have any rights, titles or interests in and to the Property.

c. Seller shall pay, in addition to any other costs to be paid by Seller as provided elsewhere herein, (i) the basic title insurance premium for the title insurance policy on the Property acquired by Purchaser, excluding any additional title premiums for any title endorsements required by Purchaser (ii) the cost to record and file any releases of Encumbrances, (iii) Seller's own attorneys' fees.

d. Purchaser shall pay any costs of Purchaser's inspection or evaluation of the Property, Purchaser's own attorneys' fees, costs to record the deed, additional title premiums

for any title endorsements required by Purchaser, and any other costs to be paid by Purchaser as provided elsewhere herein.

e. Any escrow fees and delivery fees charged by the Title Company, and any other routine closing fees, shall be allocated as is customary in Travis County, Texas. All normal and customarily pro-ratable items, including but not limited to real estate and personal property taxes, rents, and utility bills, if any, shall be prorated as of the Closing Date, Seller being charged and credited for all of the same up to such date and Purchaser being charged and credited for all of same on and after such date. If the actual amounts to be prorated are not known at the Closing Date, the prorations shall be made on the basis of the best evidence available, and thereafter, when actual figures are received, a cash settlement will be made between Seller and Purchaser. Seller hereby acknowledges that Seller is not subject to ad valorem taxes. Seller's prorated taxes, if any, shall be dispersed to the appropriate tax collector by the Title Company at closing. If this sale or Purchaser's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Purchaser. This paragraph 8e survives closing.

f. On or before the Closing Date, Seller and its agents, employees, tenants and occupants, shall vacate the Property and deliver to Purchaser possession of the Property with all parts of the Property in the same condition as of the Effective Date, excepting normal wear and tear.

9. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same with the United States Postal Service, addressed to the party to be notified, postage prepaid and in registered or certified form, with return receipt requested, or by deposit with Federal Express for overnight delivery, or other reputable overnight courier, facsimile (with retained receipt) or email (with retained receipt). Notice given as aforesaid shall be effective on the date actually received at the address to which such notice was sent, or if delivery is refused or not accepted, such notice shall be effective on the date of such refusal or failure to accept delivery. Notice given in any other manner shall be effective only upon receipt by the party to whom it is addressed. For purposes of notice, the addresses of the parties shall be as follows:

If to Seller, to: The Protestant Episcopal Church Council of the Diocese of Texas
Attn: David N. Fisher
1225 Texas Street
Houston, TX 77002
(713) 521-2218 Facsimile
dfisher@epicenter.org

With a copy to: RBM Law Group, PLLC
Attn: Roslyn Bazzelle
2799 Katy Freeway, Suite 250
Houston, TX 77007
(713) 249-0844 Office
roslyn@rbmlawgroup.com

If to Purchaser, to: City of Manor, Texas
Attn: City Manager
105 E. Eggleston St.
Manor, TX 78653

With a copy to: The Knight Law Firm
Attn: Paige Saenz
223 E. Anderson Ln
Austin, TX 78752

Either party may change its address to another location in the continental United States, upon five (5) days prior written notice to the other given in the manner provided above.

10. **Brokerage**. None.

11. **Assignment**. Purchaser shall have the right to assign this Agreement, or any right or interest hereunder, after providing Seller written notice. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding on the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

12. **Governing Law; Enforcement**.

a. This Agreement shall be governed and construed in accordance with the laws of the State of Texas and is further subject to all terms and provisions of the Charter and Code of Ordinances of the City of Manor, Texas. Any action brought to enforce or interpret this Agreement shall be brought in the court of appropriate jurisdiction in Travis County, Texas.

b. Should any provision of this Agreement require judicial interpretation, Seller and Purchaser hereby agree and stipulate that the court so interpreting or considering shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of any rule or conclusion that a document should be construed more strictly against the party who prepared it, it being agreed that all parties hereto have participated in the preparation of this Agreement and that each party had full opportunity to consult legal counsel of its choice prior to the execution of this Agreement.

c. The City Attorney or his or her designee shall have the right to enforce all legal rights and obligations under this Agreement without further authorization from other City officials, and Seller covenants to provide the City Attorney with all documents and records that the City Attorney reasonably deems necessary to assist in determining Seller's compliance with

this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

13. Remedies.

a. If Purchaser fails or is unable to perform its obligations pursuant to this Agreement for any reason other than Purchaser's termination hereof pursuant to a right granted to Purchaser in this Agreement to do so, or breach by Seller of its representations, warranties or agreements hereunder, then Seller, as its sole and exclusive remedy, shall have the right to terminate this Agreement by giving Purchaser written notice thereof, in which event neither party hereto shall have any further rights, duties, or obligations hereunder, and the Title Company shall deliver the Earnest Money and interest thereon to Seller as liquidated damages (and not as penalty) for the breach by Purchaser (Seller and Purchaser hereby acknowledging that the amount of damages resulting from a breach of this Agreement by Purchaser would be difficult or impossible to accurately ascertain).

b. If Seller fails or is unable to perform any of its obligations or agreements hereunder, either prior to or at Closing, or if any of Seller's representations or warranties made hereunder, or any of the information furnished by Seller pursuant hereto, should be either false or misleading in any material respect, Purchaser shall have the right and option, as its sole and exclusive remedies, to:

(i) terminate this Agreement by giving Seller written notice thereof, in which event neither party hereto shall have any further rights, duties, or obligations hereunder, and the Title Company shall deliver the Earnest Money and all interest thereon, save and except the Independent Consideration to be delivered to Seller, to Purchaser; or

(ii) enforce specific performance of the obligations of Seller to convey and assign the Property to Purchaser pursuant to the terms hereof and to perform its other obligations hereunder, provided that, in the event that Purchaser seeks specific performance, an action seeking such remedy must be filed within six (6) months of Seller's default or alleged default, or the same shall be deemed barred and Purchaser's sole remedy shall be as set forth in (i) above.

14. Damage or Taking Prior to Closing. Prior to Closing, risk of loss with regard to the Property shall be borne by Seller. If, prior to Closing, the Property, or any portion thereof, is materially damaged or becomes subject to a taking (other than by the Purchaser) by virtue of eminent domain, Purchaser shall have the option, which must be exercised by it within fifteen (15) business days (and the Closing will be automatically extended, if necessary, to provide Purchaser with such fifteen (15) business day period) after its receipt of written notice from Seller advising of such damage or taking (which Seller hereby agrees to give), to terminate this Agreement or to proceed with the Closing. If Purchaser elects to terminate this Agreement, all rights, duties, obligations and liabilities created hereunder shall cease, and the Earnest Money and any interest thereon, save and except the Independent Consideration to be delivered to Seller, shall be returned to Purchaser. If Purchaser elects to proceed with the Closing, all rights, duties, obligations and liabilities created hereunder shall continue, and (a) Purchaser shall be entitled to any and all insurance proceeds or condemnation awards payable as a result of such damage or taking, and (b) Seller shall assign to Purchaser at Closing all of Seller's rights to such proceeds or awards.

15. Entire Agreement. This Agreement is the entire agreement between Seller and Purchaser concerning the sale of the Property and no modification thereof or subsequent agreement relative to the subject matter hereof shall be binding on either party unless in writing and signed by the party to be bound.

16. Exhibits. Attached hereto and incorporated herein for all purposes are the following exhibits:

**Exhibit A
Exhibit B****THE LAND
SPECIAL WARRANTY DEED**

17. Confidentiality. Seller and Purchaser agree to use their best efforts to keep confidential price, terms, conditions, and all other information that is a part of this transaction. Seller and Purchaser agree that they will disclose such matters only to such third parties as may be necessary to carry out usual and customary activities related to the transaction. Seller has the right to discuss with others any offer or agreement regarding the City's acquisition of the subject property, or may (but is not required to) keep the offer or agreement confidential from others. Notwithstanding the foregoing, Seller acknowledges that the terms of this transaction may become known to the public when the matter is considered by the Manor City Council, or pursuant to a request under the Texas Public Information Act.

18. Miscellaneous.

a. The captions used herein are for convenience only and do not limit or amplify the provisions hereof.

b. Each and every agreement contained in this Agreement is, and shall be construed as, a separate and independent agreement. If any provision of this Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

c. The obligations of the Agreement that cannot be performed before termination of this Agreement or before Closing will survive termination of this Agreement or Closing, and the legal doctrine of merger will not apply to these matters. However, if there is any express conflict between the closing documents provided pursuant to Section 8 hereinabove and this Agreement, the closing documents will control.

d. Time is of the essence in this Agreement.

e. Following the execution of this Agreement by Purchaser through its City Manager, the City Manager for the City of Manor, Texas, shall have the authority to act on the behalf of Purchaser in making extensions to the Closing Date or to make other modifications to this Agreement for the purposes of enabling the achievement of the Purchaser's objectives to acquire the Property from Seller.

19. Development Obligations.

In addition to the Purchase Price, in consideration for the sale/purchase of the Property, the Purchaser shall complete the following:

1. Construction and development of a circular road (the "Road") providing ingress and egress to St. Mary Magdalene ("Church") to Hill Lane located [or to be located] as depicted on the attached survey [OR] to be mutually agreed upon by the parties as provided herein.
2. Construction of and placement of at least two (2) monument signs (the "Signage") for the Church in locations to be mutually agreed upon by the Purchaser and Seller during the Feasibility Period.
3. Development of a plan and installation of water detention (the "Water Detention") servicing / benefiting the Church in connection with its future development on Seller's remainder tract consisting of approximately 14 acres which is adjacent to the Property to be acquired by Purchaser.

Prior to the expiration of the Feasibility Period, Seller and Purchaser will determine the timing, method and coordination of the Road, Signage and Water Detention Plan, to be detailed in an instrument or agreement in a form acceptable to both parties. At Closing, the parties shall enter into such instruments or agreements necessary to establish the parties agreements and all terms, conditions related to the same, which shall be filed of record in the official public records of Travis County, Texas.

[Execution pages follow]

EXECUTED IN MULTIPLE ORIGINAL COUNTERPARTS, each of which shall be an original, which together shall constitute but one and the same instrument, effective as of the date of countersignature by Purchaser's City Controller.

SELLER

**PROTESTANT EPISCOPAL CHURCH COUNCIL
OF THE DIOCESE OF TEXAS, a Texas
corporation**

Witnessed by:

By:

David Fisher

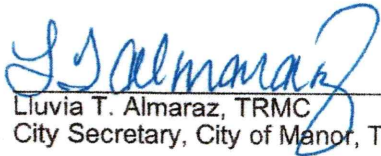
Name: David N. Fisher


Title: Assistant Secretary

PURCHASER

CITY OF MANOR, TEXAS

ATTEST:


Lluvia T. Almaraz, TRMC
City Secretary, City of Manor, Texas

By: 
Scott Moore
City Manager of the City of Manor



COUNTERSIGNED:



~~Controller~~

Countersignature Date: August 23, 2023.

EXHIBIT A

EXHIBIT B**SPECIAL WARRANTY DEED**

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.

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

GRANTOR:

Protestant Episcopal Church Council of the Diocese of Texas, a Texas nonprofit corporation

GRANTOR'S MAILING ADDRESS:

1225 Texas Street
Houston, Texas 77002

GRANTEE:

The City of Manor, Texas, a municipal corporation situated in Harris, Fort Bend and Montgomery Counties, Texas

GRANTEE'S MAILING ADDRESS:

105 E. Eggleston St.
Manor, TX 78653

CONSIDERATION:

Ten and No/100's Dollars (\$10.00) and other good and valuable consideration

PROPERTY:

+/- 10.428 acres of land being a portion of a called 23.00 acre tract of land described in a Special Warranty Deed to Protestant Episcopal Church Council of the Diocese of Texas, Recorded in Document Number 2014080057 of the Official Public Records of Travis County, Texas as depicted in the survey attached hereto as Exhibit "A" and incorporated herein for all purposes.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

1. This conveyance is made by Grantor and accepted by Grantee subject to all matters of record with the County Clerk of Travis County, Texas, affecting the Property and all matters affecting the Property that are visible on the ground or that would be shown on a current survey of the Property, but only to the extent the same are valid, enforceable against municipalities, and relate to the Property.

Grantor, for the consideration, and subject to the reservations from and exceptions to conveyance and warranty set forth above, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto and improvements thereon in anywise belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty set forth above, when such claim is by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, these presents have been executed by Grantor this _____ day of _____, 20____.

**PROTESTANT EPISCOPAL CHURCH COUNCIL
OF THE DIOCESE OF TEXAS, a Texas
corporation**

By: _____

Name: David N. Fisher

Title: Assistant Secretary

STATE OF TEXAS

COUNTY OF HARRIS

§
§
§

This instrument was acknowledged before me on the _____ day of _____, 2023, by David N. Fisher, Assistant Secretary of **Protestant Episcopal Church Council of the Diocese of Texas**, a Texas corporation, on behalf of said entity.

Notary Public, State of Texas

(Notary Seal)

Accepted:

GRANTEE:

THE CITY OF MANOR, TEXAS

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

By:_____
Dr. Christopher Harvey
Mayor of the City of Manor

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____, 2023, by Dr. Christopher Harvey, Mayor of **THE CITY OF MANOR, TEXAS**, a Texas municipality located in Travis County, Texas, on behalf of said municipality.

Notary Public, State of Texas

Certificate Of Completion

Envelope Id: 9B38662D1E6C4EB6B97A38ECC6B97FE0

Subject: Complete with DocuSign: 2023 Purchase and Sale Agreement Final City of Manor

Source Envelope:

Document Pages: 16

Certificate Pages: 1

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:

Michael Hilfinger

1225 Texas Ave

Houston, TX 77002

mhilfinger@epicenter.org

IP Address: 12.175.57.250

Record Tracking

Status: Original

8/15/2023 8:56:50 AM

Holder: Michael Hilfinger

mhilfinger@epicenter.org

Location: DocuSign

Signer Events

David Fisher

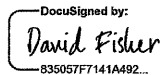
dfisher@epicenter.org

Assistant Secretary

Episcopal Diocese of Texas

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



835057F7141A492...

Signature Adoption: Pre-selected Style
Using IP Address: 12.175.57.250**Timestamp**

Sent: 8/15/2023 8:57:58 AM

Viewed: 8/15/2023 9:24:37 AM

Signed: 8/15/2023 9:24:46 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/15/2023 8:57:58 AM
Certified Delivered	Security Checked	8/15/2023 9:24:37 AM
Signing Complete	Security Checked	8/15/2023 9:24:46 AM
Completed	Security Checked	8/15/2023 9:24:46 AM
Payment Events	Status	Timestamps

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this “**Amendment**”) is made as of December 18, 2023, by and between **PROTESTANT EPISCOPAL CHURCH COUNCIL OF THE DIOCESE OF TEXAS**, a Texas non-profit corporation (“**Seller**”), and **CITY OF MANOR, TEXAS**, a municipal corporation (“**Purchaser**”), on the terms set forth below.

WHEREAS, Seller and Purchaser are parties to that certain Purchase and Sale Agreement dated effective as of August 23, 2023 (the “**Agreement**”) relating to that certain real property consisting of approximately 10.428 acres of land located in Manor, Texas, as more particularly described therein. All capitalized terms used, but not defined in this Amendment shall have the meanings given to such terms in the Agreement; and

WHEREAS, Seller and Purchaser desire to amend the Agreement to provide for the updated Closing Date, as more particularly set forth below.

NOW THEREFORE, for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. **Closing Date.** The closing date shall be on or before January 16, 2024.
2. **Extension Fee.** In connection with the parties agreement to extend the Closing Date as set forth herein, Purchaser will deliver \$35,000.00 (“**Extension Fee**”) to the Title Company within three (3) business days after the date hereof. The Extension Fee is non-refundable and shall be applied to the purchase price at Closing. If the Closing does not occur and such failure to close is not a result of a default by Seller, Title Company shall release the Extension Fee to Seller.
3. **Conflict.** If there is a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, the terms and conditions of this Amendment shall control.
4. **Ratification.** Seller and Purchaser hereby ratify and confirm the terms and conditions of the Agreement, as modified by this Amendment.
5. **Successors and Assigns.** This Amendment shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
6. **Counterparts.** This Amendment is to be executed in a number of identical counterparts by a duly authorized officer of the respective company, each counterpart is an original, and all counterparts, collectively, constitute one agreement. Scanned, electronic, or facsimile copies of signatures to this Amendment shall be effective as original “wet ink” signatures. Each party has the authority to execute and deliver this Amendment.

[INTENTIONALLY LEFT BLANK – SIGNATURE PAGES FOLLOW]

SELLER:

PROTESTANT EPISCOPAL CHURCH COUNCIL
OF THE DIOCESE OF TEXAS, a Texas non-profit
corporation

By: _____

Name: David N. Fisher

Title: Assistant Secretary

PURCHASER:

CITY OF MANOR, TEXAS, a municipal
corporation

By: _____

Name: Scott Moore

Title: City Manager

Attest:

Name: Lluvia T. Almaraz

City Secretary, City of Manor, Texas



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: December 18, 2023
PREPARED BY: Scott Jones, Director
DEPARTMENT: Economic Development

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Resolution authorizing a Second Amendment to the Real Estate Contract for the purchase and closing of 125.589 acres, more or less, of real property located In Travis County, Texas; and a First Amendment to the real estate contract for the purchase and closing of 110.50 acres, more or less, located in Travis County, Texas.

BACKGROUND/SUMMARY:

The City entered into a Real Estate Sales Contract for the purchase of approximately 236.07 acres located at 15317 US Highway 290, Manor Texas, which was subsequently delayed, and the original contract amended to bifurcate the property into one tract consisting of 110.50 acres under a new contract with the remaining 125.589 acres remaining in the original contract. This amendment and new contract required the purchase price and final acreage to be affixed to both contracts after the receipt of a survey. The survey has been completed and these amendments set the price for the 125.589 acre tract under the original contract at \$11,065,600.00, and the 110.5 acre tract at \$9,734,400.00, for a total of \$20,800,000.

LEGAL REVIEW: Yes, Deron Henry, Associate Attorney
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Resolution No. 2023-43
- Second Amendment to Real Estate Sales Contract for the 125.589 acre tract.
- First Amendment Real Estate Sales Contract for the 110.50 acre tract.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution No. 2023-43 authorizing a Second Amendment to the Real Estate Contract for the purchase and closing of 125.589 acres, more or less, of real property located In Travis County, Texas; and a First Amendment to the real estate contract for the purchase and closing of 110.50 acres, more or less, located in Travis County, Texas; and authorize the City Manager to execute the amendments and all necessary and pertinent documents required at closing for the purchase of these properties.

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

RESOLUTION NO. 2023-43

A RESOLUTION OF THE CITY OF MANOR, TEXAS AUTHORIZING A SECOND AMENDMENT TO THE REAL ESTATE CONTRACT FOR THE PURCHASE AND CLOSING OF 125.589 ACRES, MORE OR LESS, OF REAL PROPERTY LOCATED IN TRAVIS COUNTY, TEXAS; AND A FIRST AMENDMENT TO THE REAL ESTATE CONTRACT FOR THE PURCHASE AND CLOSING OF 110.50 ACRES, MORE OR LESS, LOCATED IN TRAVIS COUNTY, TEXAS, AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City of Manor, Texas (the, “City”) entered into a Real Estate Contract to purchase approximately 236.07 acres of real property located at 15317 US HWY 290 E, Manor, Texas; and

WHEREAS, this Real Estate Contract was amended by that certain Amendment to Contract Concerning the Property at 15317 US Highway 290 E. Manor, Texas, to extend the closing date and bifurcate the purchase into a purchase consisting of approximately 125.589 to remain under the Real Estate Contract described hereinabove and another purchase under a separate contract for approximately 110.50 acres; and

WHEREAS, the amendment described hereinabove required that a survey be obtained to finalize the acreage being purchased and set the purchase price for both purchases; and

WHEREAS, the survey has been completed and the acreage and purchase price for both purchases needs to be affixed by amendment; and

WHEREAS, the Mayor is Dr. Christopher Harvey and the City Manager is Scott Moore;

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

SECTION 1. The foregoing recitals are all true and correct and are hereby approved and adopted.

SECTION 2. The Second Amendment to Real Estate Sales Contract by and between the City and Greenfield OZ Real Estate, L.P. and PV Interstate, LLC, setting the acreage at 125.589 and the purchase price at \$11,065,600.00, attached hereto as **Exhibit A** and incorporated by reference herein, is hereby approved.

SECTION 3. The First Amendment to Real Estate Sales Contract by and between the City and Greenfield OZ Real Estate, L.P. and PV Interstate, LLC, setting the acreage as 110.50 and the purchase price as \$9,734,400.00, attached hereto as **Exhibit B** and incorporated by reference herein is hereby approved.

SECTION 4. The City Manager is authorized to execute the amendments attached hereto as **Exhibit A** and **Exhibit B**, and to execute and deliver all other documents necessary and incidental to close on the purchase of the tracts of land described in these amendments.

SECTION 5. It is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the 18th day of December 2023.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey, Mayor

ATTEST:

Lluvia T. Almaraz, City Secretary

EXHIBIT A
SECOND AMENDMENT TO REAL ESTATE SALE CONTRACT
[SEE ATTACHED]

EXHIBIT B
FIRST AMENDMENT TO REAL ESTATE SALE CONTRACT
[SEE ATTACHED]

STATE OF TEXAS)
)
 COUNTY OF TRAVIS) **SECOND AMENDMENT TO REAL ESTATE SALES
 CONTRACT**

THIS SECOND AMENDMENT TO REAL ESTATE SALES CONTRACT (the, “Second Amendment”), entered into this 18th day of December 2023, by and between the City of Manor, Texas, a Texas municipal corporation (the, “Buyer”), and Greenfield OZ Real Estate LP, a Texas limited partnership, and PV Interstate, LLC, a Texas limited liability company (the, “Seller”).

WHEREAS, the Buyer and the Seller entered into that certain Real Estate Contract for the purchase and sale of real property located at 15317 US HWY 290 E., Manor, Texas, for the purchase price of \$20,800,000.00 (the, “Contract”), and;

WHEREAS, the Contract was amendment by that certain Amendment to Contract Concerning the Property at 15317 US Highway 290 E. Manor, Texas (the, “First Amendment”), and

WHEREAS, the First Amendment required a survey to determine the acreage of the property to be purchase and set the purchase price, and;

WHEREAS, the required survey has been obtained and the Buyer and Seller now desire to finalize the acreage and price of the purchase.

NOW THEREFORE, for good and valuable consideration, the Buyer and Seller agree to the following:

1. The foregoing recitals are true and accurate.
2. The acreage to be purchased under the amended Contract is 125.589, as shown on the survey attached hereto as **Exhibit A**, incorporated by reference herein, consisting of the tracts labeled, “Tract 1,” and, “Tract 3,” and further described by the metes and bounds descriptions for Tract 1 and Tract 3 attached hereto as **Exhibit B**, attached hereto and incorporated by reference herein. .
3. The purchase price of the amended Contract is **\$11,065,600.00**

EXECUTED the 18th day of December 2023

[SIGNATURE PAGES FOLLOW]

BUYER

City of Manor, a Texas Limited Partnership,

Scott Moore, City Manager

SELLER

Greenfield OZ Real Estate, LP, a Texas limited partnership, acting by and through its Limited Liability Company, Greenfield Original Real Estate, LLC, a Texas Limited Liability Company,

Santosh Erukonda, Manager

PV interstate, LLC, a Texas limited liability company,

Santosh Erukonda, Manager

EXHIBIT A
[SEE ATTACHED]

SURVEY FOR
City of Manor
(236.09 Acres)
Tract 1 - 49.751 Acres
Tract 2 - 110.50 Acres
Tract 3 - 75.832 Acres
out of 242.07 Acres
Document No. 2022126058
Greenfield OZ RE Investments LP
and PV Interstate, LLC
Correction Deed Document No 2023041913
Situated in the A. C. Caldwell Survey, Abstract No. 154
Travis County, Texas
15317 US Highway 290, Manor

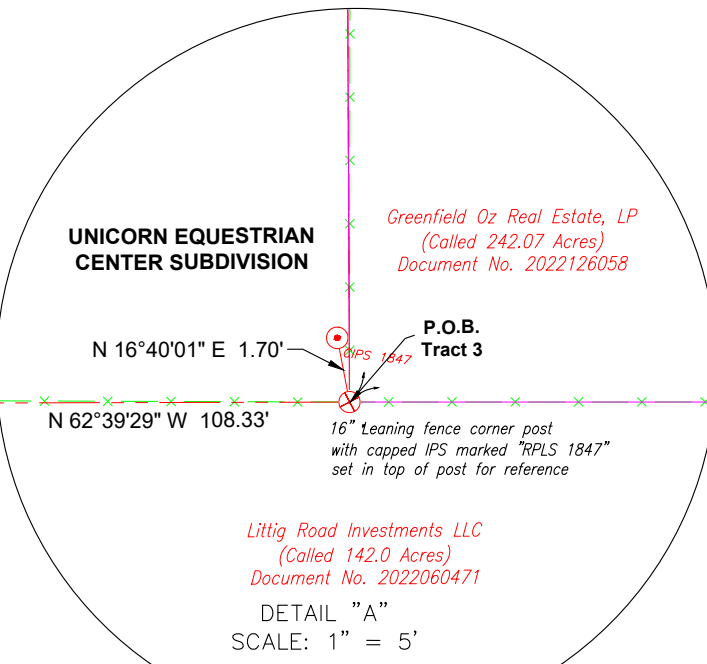
L. KIMBRO SURVEY, ABSTRACT NO. 456

A. C. CALDWELL SURVEY, ABSTRACT NO. 154

Note:
The bearing basis for this survey is the
State Plane Coordinate System
NAD83, Texas Central Zone, (4203)
GEOID: 18
DATUM: NAVD83
CONVERGENCE: 128'12.79"
COMBINED SCALE FACTOR: 0.99992762
All distances shown hereon are surface
values, based on a grid to surface
combined scale factor of 1.000072385

LEGEND

- 1/2" IRON PIN FOUND (STEEL PIN)
CARPENT IRON PIN SET "FOREST RPLS 1847"
CARPENT IRON PIN FOUND "FOREST RPLS 1847"
NAIL SET/WASHER "FOREST RPLS 1847"
NAIL FOUND/WASHER "FOREST RPLS 1847"
NAIL SET
NAIL FOUND
CARPENT IRON PIN FOUND
3/4" IRON PIPE FOUND
COTTON GIN SPINDLE FOUND
COTTON GIN SPINDLE SET
TWOOT TYPE I CONCRETE MARKER
TWOOT TYPE II BRONZE MONUMENT
TWOOT TYPE III CIPF
FENCE CORNER POST
SQUARE BAR/PIN
POINT SUBMERGED UNDERWATER
BENCHMARK MONUMENT (COTTON SPINDLE SET)
PROPANE TANK
GAS METER
STORMWATER MANHOLE
CABLE TV PEDESTAL
FIBER OPTIC MARKER
TELEPHONE PEDESTAL
ELECTRIC POWER POLE
TELEPHONE POLE
GUY WIRE
MAILBOX
LIGHT STANDARD
WASTEWATER CLEANOUT
WASTEWATER MANHOLE
SEPTIC TANK
ELECTRIC BOX
WATER VALVE
ICY WATER VALVE
WATER METER
WATER WELL
WATER SUPPLY LINE
UNDERGROUND UTILITY
OVERHEAD ELECTRIC
OVERHEAD ELECTRIC TRANSMISSION
TELEPHONE LINE
CABLE TV
FIBER OPTIC CABLE
WIRE FENCE (approximate location)
CHAINLINK FENCE (approximate location)
BOXWIRE FENCE (approximate location)
METAL FENCE (approximate location)
WOODEN FENCE (approximate location)
SURVEY/ABSTRACT LINES
TRACT LINES
BOUNDARY LINES
() Denotes Record Information
All document references are in Travis County, Texas
O.P.R.I.C.T. Official Public Records of Travis County, Texas
P.R.I.C.T. Plat Records of Travis County, Texas
D.R.I.C.T. Deed Records of Travis County, Texas



Commitment for: 236.09 Acres, out of a 242.07 acres tract, described in a deed of record to Greenfield OZ Real Estate LP and PV Interstate LLC, Document No. 2022126058 of record to Greenfield OZ RE Investments LP and PV Interstate LLC, Document No. 2023041913 Official Public Records Travis County, Texas (OPRTCT), situated in the A. C. Caldwell Survey, Abstract No. 154, Travis County, Texas.

Proposed Insured and Borrower: City of Manor, a Texas Municipal Corporation

This Survey Has been completed without the benefit of an abstracted title. Restrictive covenants and Record easements have been listed hereon as identified for this survey by Commitment OF 2326547-COM provided by Independence Title acting as agent for Title Resources Guaranty Co., effective date July 12, 2023 as follows (may apply if extending to site):

a) Liens, leases, mineral rights and other matters that have not been requested have not been reviewed as a part of this survey

Schedule B

10-1) DELETED

- 10) f) Easement: Recorded: Volume 551, Page 371, Deed Records, Travis County, Texas. To: Texas Power & Light Company; Purpose: electric line (As shown on map)
g) Easement: Recorded: Volume 551, Page 373, Deed Records, Travis County, Texas. To: Texas Power & Light Company; Purpose: electric line (As shown on map)
h) Easement: Recorded: Volume 623, Page 604, Deed Records, Travis County, Texas. To: Lower Colorado River Authority; Purpose: transmission line (As shown on map)
i) Easement: Recorded: Volume 634, Page 113, Deed Records, Travis County, Texas. To: Lower Colorado River Authority; Purpose: transmission line (As shown on map)
j) Easement: Recorded: Volume 644, Page 355, Deed Records, Travis County, Texas. To: State of Texas; Purpose: channel (As shown on map)
k) Easement: Recorded: Volume 1440, Page 292, Deed Records, Travis County, Texas. To: State of Texas; Purpose: channel (As shown on map)
l) Easement: Recorded: Document No. 2016200507, Official Public Records, Travis County, Texas. To: City of Manor, Texas; Purpose: joint access, ingress and egress (As shown on map)
m) Easement: Recorded: Document No. 2016200508, Official Public Records, Travis County, Texas. To: City of Manor, Texas; Purpose: outfall (As shown on map)
n) Easement: Recorded: Document No. 2016200509, Official Public Records, Travis County, Texas. To: City of Manor, Texas; Purpose: waste water utility (As shown on map)
o) Easement: Recorded: Document No. 2016200510, Official Public Records, Travis County, Texas. To: City of Manor, Texas; Purpose: public utility (As shown on map)
p) Easement: Recorded: Document No. 2016200511, Official Public Records, Travis County, Texas. To: City of Manor, Texas; Purpose: buffer zone (As shown on map)
q) Easement: Recorded: Document No. 201619167, Official Public Records, Travis County, Texas. To: Bluebonnet Electric Cooperative, Inc.; Purpose: overhead and underground electric facilities (As shown on map)
r) Easement: Recorded: Document No. 2023055796, Official Public Records, Travis County, Texas. To: City of Manor, Texas; Purpose: Buffer zone (As shown on map)
s) Easement: Recorded: Document No. 2023055797, Official Public Records, Travis County, Texas. To: City of Manor, Texas; Purpose: Access and Temporary Construction (As shown on map)
t) Easement: Recorded: Document No. 2023055798, Official Public Records, Travis County, Texas. To: City of Manor, Texas; Purpose: waste water utility, outfall and Temporary Construction (As shown on map)
u) Easement: Recorded: Document No. 2023055799, Official Public Records, Travis County, Texas. To: City of Manor, Texas; Purpose: Public Utility and Temporary Construction (As shown on map)
v) Easement: Recorded: Document No. 2023055800, Official Public Records, Travis County, Texas. To: City of Manor, Texas; Purpose: waste water utility and Temporary Construction (As shown on map)
w) Easement: Recorded: Document No. 2023055801, Official Public Records, Travis County, Texas. To: City of Manor, Texas; Purpose: waste water utility and Temporary Construction (As shown on map)

Commitment for: 236.09 Acres, out of a 242.07 acres tract, described in a deed of record to Greenfield OZ Real Estate LP and PV Interstate LLC, Document No. 2022126058 of record to Greenfield OZ RE Investments LP and PV Interstate LLC, Document No. 2023041913 Official Public Records Travis County, Texas (OPRTCT), situated in the A. C. Caldwell Survey, Abstract No. 154, Travis County, Texas.

Proposed Insured and Borrower: City of Manor, a Texas Municipal Corporation

This Survey Has been completed without the benefit of an abstracted title. Restrictive covenants and Record easements have been listed hereon as identified for this survey by Commitment OF 2326547-COM provided by Independence Title acting as agent for Title Resources Guaranty Co., effective date July 12, 2023 as follows (may apply if extending to site):

a) Liens, leases, mineral rights and other matters that have not been requested have not been reviewed as a part of this survey

Schedule B

10-1) DELETED

- 10) f) Easement: Recorded: Volume 551, Page 371, Deed Records, Travis County, Texas. To: Texas Power & Light Company; Purpose: electric line (As shown on map)
g) Easement: Recorded: Volume 551, Page 373, Deed Records, Travis County, Texas. To: Texas Power & Light Company; Purpose: electric line (As shown on map)
h) Easement: Recorded: Volume 623, Page 604, Deed Records, Travis County, Texas. To: Lower Colorado River Authority; Purpose: transmission line (As shown on map)
i) Easement: Recorded: Volume 634, Page 113, Deed Records, Travis County, Texas. To: Lower Colorado River Authority; Purpose: transmission line (As shown on map)
j) Easement: Recorded: Volume 644, Page 355, Deed Records, Travis County, Texas. To: State of Texas; Purpose: channel (As shown on map)
k) Easement: Recorded: Volume 1440, Page 292, Deed Records, Travis County, Texas. To: State of Texas; Purpose: channel (As shown on map)
l) Easement: Recorded: Document No. 2016200507, Official Public Records, Travis County, Texas. To: City of Manor, Texas; Purpose: joint access, ingress and egress (As shown on map)
m) Easement: Recorded: Document No. 2016200508, Official Public Records, Travis County, Texas. To: City of Manor, Texas; Purpose: outfall (As shown on map)
n) Easement: Recorded: Document No. 2016200509, Official Public Records, Travis County, Texas. To: City of Manor, Texas; Purpose: waste water utility (As shown on map)
o) Easement: Recorded: Document No. 2016200510, Official Public Records, Travis County, Texas. To: City of Manor, Texas; Purpose: public utility (As shown on map)
p) Easement: Recorded: Document No. 2016200511, Official Public Records, Travis County, Texas. To: City of Manor, Texas; Purpose: buffer zone (As shown on map)
q) Easement: Recorded: Document No. 201619167, Official Public Records, Travis County, Texas. To: Bluebonnet Electric Cooperative, Inc.; Purpose: overhead and underground electric facilities (As shown on map)
r) Easement: Recorded: Document No. 2023055796, Official Public Records, Travis County, Texas. To: City of Manor, Texas; Purpose: Buffer zone (As shown on map)
s) Easement: Recorded: Document No. 2023055797, Official Public Records, Travis County, Texas. To: City of Manor, Texas; Purpose: Access and Temporary Construction (As shown on map)
t) Easement: Recorded: Document No. 2023055798, Official Public Records, Travis County, Texas. To: City of Manor, Texas; Purpose: waste water utility, outfall and Temporary Construction (As shown on map)
u) Easement: Recorded: Document No. 2023055799, Official Public Records, Travis County, Texas. To: City of Manor, Texas; Purpose: Public Utility and Temporary Construction (As shown on map)
v) Easement: Recorded: Document No. 2023055800, Official Public Records, Travis County, Texas. To: City of Manor, Texas; Purpose: waste water utility and Temporary Construction (As shown on map)
w) Easement: Recorded: Document No. 2023055801, Official Public Records, Travis County, Texas. To: City of Manor, Texas; Purpose: waste water utility and Temporary Construction (As shown on map)

I, The undersigned does hereby certify that this survey was made on the ground of the property legally described hereon, under my supervision. This plot is correct to the best of my knowledge and belief and identifies any evidence of utilities, boundary line conflicts, shortages in area, protrusions, intrusions, and overlapping of significant improvements. This property abuts a public roadway, except as shown hereon.

Survey Date November 15, 2023

William F. Forest, Jr. R.P.L.S. 1847



Surveying Services are regulated by the Texas Board of Professional Engineers and Land Surveyors
1017 S. Interstate 35 Austin, TX 78741, US (512) 440-7723

Forest Surveying & Mapping Company
1002 Ash Street, Georgetown, Texas
Phone: (512) 930-5927
www.forestsurveying.com
TBPLS FIRM NO. 100020000

I hereby certify that the property described hereon is within a special flood hazard area (Zone AE) as identified by the Federal Emergency Management Agency, Flood hazard boundary map revised as per Map Number 48453C0505H, effective date 9/26/2008. A Flood Hazard study to identify additional areas of flood hazard is not included in this survey.

Drawing Date: November 20, 2023

Field Book/Page: 161/55

PP: P:\15317 US HWY 290 MANOR

Dwg: 15317 US HWY 290.dwg

LO: 15317 US HWY 290

Forest Surveying & Mapping Co. © 2023

EXHIBIT B
[SEE ATTACHED]

DESCRIPTION FOR: Greenfield OZ RE Investments, LP,

Tract 1 – 49.751 Acres

BEING 49.751 acres of land, situated in the A. C. Caldwell Survey, Abstract No. 154, in Travis County, Texas, said 49.751 acres being a portion out of a 242.07 acre tract, of record to Greenfield Oz Real Estate, LP and PV Interstate, LLC, Document No. 2022126058, Official Public Records Travis County, Texas (OPRTCT), correction deed to Greenfield OZ RE Investments, LP in Document No. 2023041913, (OPRTCT). This tract was surveyed on the ground in November of 2023 under the direction of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the State Plane Coordinate System, Texas Central Zone (4203), and being more particularly described by metes and bounds as follows:

BEGINNING, at a ½" capped iron pin found (steel pin), marked "RPLS 1847", at the lower Northeast corner of said 242.07 acre tract, said point being the Northwest corner of the upper portion of a 22.046 acre tract, of record to William S. Johnson, Jr, Et. Ux., Volume 7411, Page 355, Deed Records Travis County, Texas (DRTCT), said point being a point in the South Right-of-Way line of Voelker Lane, for the lower Northeast corner hereof,

THENCE, departing said Right-of-Way line, with the common boundary line of said 242.07 acre tract and said 22.046 acre tract, S 27°11'43" W, passing at 851.11 feet, a ½" capped iron pin found, marked "RDS 4094", S 62°48'17" E, 0.33 feet, at the apparent Northwest corner of a 3.00 acre tract, of record to Joanne J. Hurley, Document No. 2003174141, (OPRTCT), and continuing with the common boundary line of said 242.07 acre tract and said 3.00 acre tract, passing at 1176.99 feet, a ½" capped iron pin found, marked "RDS 4094", S 62°48'17" E, 0.20 feet, at the apparent Southwest corner of said 3.00 acre tract, said point being the Northwest corner of the lower portion of said 22.046 acre tract, and continuing with the common boundary line of said 242.07 acre tract and said 22.046 acre tract, in all a total distance of 2270.54 feet, to a ½" capped iron pin set, marked "RPLS 1847", for the Southeast corner hereof, from which a ½" capped iron pin found, marked "RPLS 1847", at the Southwest corner of said 22.046 acre tract, bears: N 27°11'43" E, 122.85 feet,

THENCE, over and across said 242.07 acre tract, the following twelve (12) courses and distances:

1. N 39°38'55" W, 223.13 feet, to a ½" capped iron pin set, marked "RPLS 1847", for an angle point hereof,
2. N 74°01'15" W, 253.09 feet, to a ½" capped iron pin set, marked "RPLS 1847", for an angle point hereof,
3. N 68°10'01" W, 240.65 feet, to a ½" capped iron pin set, marked "RPLS 1847", for the Southwest corner hereof,
4. N 12°41'44" E, 230.51 feet, to a ½" capped iron pin set, marked "RPLS 1847", for an angle point hereof,
5. N 10°56'29" W, 126.28 feet, to a ½" capped iron pin set, marked "RPLS 1847", for an angle point hereof,
6. N 19°39'20" W, 178.40 feet, to a ½" capped iron pin set, marked "RPLS 1847", for an angle point hereof,
7. N 22°22'52" E, 147.12 feet, to a ½" capped iron pin set, marked "RPLS 1847", for an angle point hereof,
8. N 48°12'38" E, 101.95 feet, to a ½" capped iron pin set, marked "RPLS 1847", for an angle point hereof,
9. N 12°11'39" W, 102.01 feet, to a ½" capped iron pin set, marked "RPLS 1847", for an angle point hereof,
10. N 84°12'30" W, 51.55 feet, to a ½" capped iron pin set, marked "RPLS 1847", for an angle point hereof,
11. N 19°17'03" W, 108.72 feet, to a ½" capped iron pin set, marked "RPLS 1847", for an angle point hereof,
12. N 43°46'11" W, 83.43 feet, to a ½" capped iron pin set, marked "RPLS 1847", said point being a point in the upper West boundary line of said 242.07 acre tract, same being the East boundary line of a 10.15 acre tract, of record to JKR Realty Partners, LLC, Document No. 2021229958, (OPRTCT), for an angle point hereof, from which a ½" capped iron pin found, marked "RPLS 1847", at the Southeast corner of said 10.15 acre tract, bears: S 27°15'22" W, 458.01 feet,

THENCE, with the common boundary line of said 242.07 acre tract and said 10.15 acre tract, along or near a fence, N 27°15'22" E, 855.62 feet, to a ¾" iron pipe found, at an angle point of said 242.07 acre tract, said point being the Northeast corner of said 10.15 acre tract, said point being a point in the South Right-of-Way line of US Highway 290, for the Northwest corner hereof, from which a ½" capped iron pin found, mark not legible, bears: S 86°45'09" W, 695.21 feet,

THENCE, with the North boundary line of said 242.07 acre tract and the South Right-of-Way line of US Highway 290, the following three (3) courses and distances:

1. N 86°44'32" E, 933.19 feet, to a ¾" iron pipe found, for an angle point hereof,
2. N 87°11'07" E, 164.56 feet, to a TXDOT Type I concrete marker found, at the upper Northeast corner of said 242.07 acre tract, for the upper Northeast corner hereof,
3. S 61°44'53" E, 257.27 feet, to the POINT OF BEGINNING, and containing 49.751 acres, more or less.

STATE OF TEXAS

:


KNOW ALL MEN BY THESE PRESENTS;

COUNTY OF TRAVIS

:

I, WM. F. FOREST, JR., do hereby certify that this survey was made on the ground of the property legally described hereon, under my supervision. This description is true and correct to the best of my knowledge and belief. The attached plat identifies any significant boundary line conflicts, shortages in area, apparent protrusions, intrusions or overlapping of improvements. This property abuts a public roadway, except as shown. Ownership and easement information for this tract has not been researched except as shown on the attached plat.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas,
this, the 15th day of November 2023, A.D. File: 15317 US HWY 290 Tract 1.docx



WM.F. FOREST JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847



DESCRIPTION FOR: Greenfield OZ RE Investments, LP,

Tract 3 - 75.838 Acres

BEING 75.838 acres of land, situated in the A. C. Caldwell Survey, Abstract No. 154, in Travis County, Texas, said 75.838 acres being a portion out of a 242.07 acre tract, of record to Greenfield Oz Real Estate, LP and PV Interstate, LLC, Document No. 2022126058, Official Public Records Travis County, Texas (OPRTCT), correction deed to Greenfield OZ RE Investments, LP in Document No. 2023041913, (OPRTCT). This tract was surveyed on the ground in November of 2023 under the direction of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the State Plane Coordinate System, Texas Central Zone (4203), and being more particularly described by metes and bounds as follows:

BEGINNING, at a leaning fence corner post found, at the Southwest corner of said 242.07 acre tract, said point being a point in the North boundary line of a 142.0 acre tract, of record to Littig Road Investments, LLC, Document No. 2022060471, (OPRTCT), said point being an exterior angle point in the East boundary line of the Unicorn Equestrian Center Subdivision, recorded in Document No. 200100239, (OPRTCT), for the Southwest corner hereof, from which a ½" iron pin found, at the Northwest corner of said 142.0 acre tract, bears: N 62°39'29" W, 108.33 feet, and a ½" capped iron pin set, marked "RPLS 1847", set for reference at the top of the leaning fence corner post, bears: N 16°40'01" E, 1.70 feet,

THENCE, with the common boundary line of said 242.07 acre tract and the East boundary line of the Unicorn Equestrian Center Subdivision, N 27°14'03" E, passing at 303.18 feet, a ½" capped iron pin found, mark not legible, S 62°45'57" E, 2.95 feet, at the apparent common corner of Lot 1 and Lot 2 of the Unicorn Equestrian Center Subdivision, passing at 842.61 feet, a ½" capped iron pin found, mark not legible, S 62°45'57" E, 5.21 feet, at the apparent Northeast corner of said Lot 1 and the Unicorn Equestrian Center Subdivision, said point being the apparent corner of a 22.78 acre tract, of record to Krantz Properties, LLC, Document No. 2008155343, (OPRTCT), and continuing with the common boundary line of said 242.07 acre tract and said 22.78 acre tract, in all a total distance of 1606.23 feet, to a ½" capped iron pin set, marked "RPLS 1847", for the Northwest corner hereof, from which a ½" capped iron pin set, marked "RPLS 1847", at the Northwest corner of said 242.07 acre tract, bears: N 27°14'03" E, 1105.01 feet,

THENCE, over and across said 242.07 acre tract, the following nine (9) courses and distances:

1. S 49°48'56" E, 1143.69 feet, to a ½" capped iron pin set, marked "RPLS 1847", for an angle point hereof,
2. S 33°00'26" E, 456.77 feet, to a ½" capped iron pin set, marked "RPLS 1847", for an angle point hereof,
3. S 03°45'03" W, 389.42 feet, to a ½" capped iron pin set, marked "RPLS 1847", for an angle point hereof,
4. S 58°49'35" E, 50.41 feet, to a ½" capped iron pin set, marked "RPLS 1847", for an angle point hereof,
5. N 48°16'21" E, 439.94 feet, to a ½" capped iron pin set, marked "RPLS 1847", for an angle point hereof,
6. S 49°05'16" E, 253.02 feet, to a ½" capped iron pin set, marked "RPLS 1847", for an angle point hereof,
7. S 30°50'57" E, 356.83 feet, to a ½" capped iron pin set, marked "RPLS 1847", for the Northeast corner hereof,
8. S 01°00'17" W, 493.80 feet, to a ½" capped iron pin set, marked "RPLS 1847", for an angle point hereof,
9. S 03°12'47" E, 563.27 feet, to a ½" capped iron pin set, marked "RPLS 1847", said point being a point in the South boundary line of said 242.07 acre tract, same being a point in the North boundary line of a 161.49 acre tract, of record to Littig Estate, LLC, Document No. 2022184088, (OPRTCT), for the Southeast corner hereof, from which the Southeast corner of said 242.07 acre tract, bears: S 62°54'23" E, 290.66 feet,

THENCE, with the common boundary line of said 242.07 acre tract and said 161.49 acre tract, along or near a fence, the following three (3) courses and distances:

1. N 62°54'23" W, 108.12 feet, to a ½" iron pin found, for an angle point hereof,
2. N 63°39'43" W, 411.82 feet, to a ½" iron pin found, for an angle point hereof,
3. N 62°36'57" W, 122.11 feet, to a ½" iron pin found, at the Northwest corner of said 161.49 acre tract, said point being the Northeast corner of a 142.0 acre tract, of record to Littig Road Investments, LLC, Document No. 2022060471, (OPRTCT), for an angle point hereof,

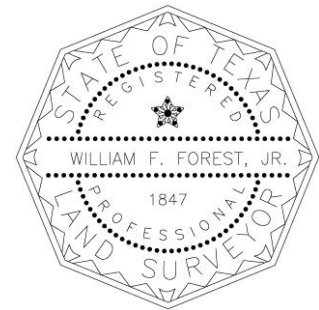
THENCE, with the common boundary line of said 242.07 acre tract and said 142.0 acre tract, along or near a fence, N 62°30'34" W, 2284.96 feet, to the POINT OF BEGINNING, and containing 75.838 acres, more or less.

STATE OF TEXAS :
COUNTY OF TRAVIS : **KNOW ALL MEN BY THESE PRESENTS;**

I, WM. F. FOREST, JR., do hereby certify that this survey was made on the ground of the property legally described hereon, under my supervision. This description is true and correct to the best of my knowledge and belief. The attached plat identifies any significant boundary line conflicts, shortages in area, apparent protrusions, intrusions or overlapping of improvements. This property abuts a public roadway, except as shown. Ownership and easement information for this tract has not been researched except as shown on the attached plat.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas,
this, the 15th day of November 2023, A.D. File: 15317 US HWY 290 Tract 3.docx

 WM.F. FOREST JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847



STATE OF TEXAS)
)
 COUNTY OF TRAVIS) **FIRST AMENDMENT TO REAL ESTATE SALES
 CONTRACT**

THIS FIRST AMENDMENT TO REAL ESTATE SALES CONTRACT (the, “Amendment”), entered into this 18th day of December 2023, by and between the City of Manor, Texas, a Texas municipal corporation (the, “Buyer”), and Greenfield OZ Real Estate LP, a Texas limited partnership, and PV Interstate, LLC, a Texas limited liability company (the, “Seller”).

WHEREAS, the Buyer and the Seller entered into that certain Real Estate Sales Contract for the sale and purchase of approximately 114 acres located at 15317 US HWY 290 E., Manor, Texas (the, “Contract”), and;

WHEREAS, Section A.2 of the Contract stated that the purchase price and acreage would be determined after receipt of a survey determining the final acreage; and

WHEREAS, the required survey has been obtained and the Buyer and Seller now desire to finalize the acreage and price of the purchase.

NOW THEREFORE, for good and valuable consideration, the Buyer and Seller agree to the following:

1. The foregoing recitals are true and accurate.
2. The acreage to be purchased under the Contract is 110.50, as shown on the survey attached hereto as **Exhibit A**, incorporated by reference herein, and labeled, “Tract 2,” and further described by the metes and bounds description attached hereto as **Exhibit B**, attached hereto and incorporated by reference herein.
3. The purchase price of the Contract is **\$9,734,400.00**

EXECUTED the 18th day of December 2023

[SIGNATURE PAGES FOLLOW]

BUYER

City of Manor, a Texas Limited Partnership,

Scott Moore, City Manager

SELLER

Greenfield OZ Real Estate, LP, a Texas limited partnership, acting by and through its Limited Liability Company, Greenfield Original Real Estate, LLC, a Texas Limited Liability Company,

Santosh Erukonda, Manager

PV interstate, LLC, a Texas limited liability company,

Santosh Erukonda, Manager

EXHIBIT A
[SEE ATTACHED]

SURVEY FOR
City of Manor
(236.09 Acres)
Tract 1 - 49.751 Acres
Tract 2 - 110.50 Acres
Tract 3 - 75.832 Acres
out of 242.07 Acres
Document No. 2022126058
Greenfield OZ RE Investments LP
and PV Interstate, LLC
Correction Deed Document No 2023041913
Situated in the A. C. Caldwell Survey, Abstract No. 154
Travis County, Texas
15317 US Highway 290, Manor

L. KIMBRO SURVEY, ABSTRACT NO. 456

COTTONWOOD ESTATES
SUBDIVISION
Document No. 200900016

Block A
VOELKER LANE (60' R.O.W.)

P.O.B.
Tract 1

P.O.B.
Tract 2

P.O.B.
Tract 3

0 200 400 Feet
SCALE: 1" = 200'
Note:
The bearing basis for this survey is the
State Plane Coordinate System
NAD83, Texas Central Zone, (4203)
GEOID: 18
DATUM: NAVD83
CONVERGENCE: 128'12.79"
COMBINED SCALE FACTOR: 0.99992762
All distances shown hereon are surface
values, based on a grid to surface
combined scale factor of 1.000072385

LEGEND

- 1/2" IRON PIN FOUND (STEEL PIN)
CARVED IRON PIN SET "FOREST RPLS 1847"
CARVED IRON PIN FOUND "FOREST RPLS 1847"
NAIL SET/WASHER "FOREST RPLS 1847"
NAIL FOUND/WASHER "FOREST RPLS 1847"
NAIL SET
NAIL FOUND
CARVED IRON PIN FOUND
3/4" IRON PIPE FOUND
COTTON GIN SPINDLE FOUND
COTTON GIN SPINDLE SET
DIXIE TYPE I CONCRETE MARKER
DIXIE TYPE II BRONZE MONUMENT
DIXIE TYPE III CIPF
FENCE CORNER POST
SQUARE BAR/PIN
POINT SUBMERGED UNDERWATER
BENCHMARK MONUMENT (COTTON SPINDLE SET)
PROPANE TANK
GAS METER
STORMWATER MANHOLE
CABLE TV PEDESTAL
FIBER OPTIC MARKER
TELEPHONE PEDESTAL
ELECTRIC POWER POLE
TELEPHONE POLE
GUY WIRE
MAILBOX
LIGHT STANDARD
WASTEWATER CLEANOUT
WASTEWATER MANHOLE
SEPTIC TANK
ELECTRIC BOX
WATER VALVE
ICY WATER VALVE
WATER METER
WATER WELL
WATER SUPPLY LINE
UNDERGROUND UTILITY
OVERHEAD ELECTRIC
OVERHEAD ELECTRIC TRANSMISSION
TELEPHONE LINE
CABLE TV
FIBER OPTIC CABLE
WIRE FENCE (approximate location)
CHAINLINK FENCE (approximate location)
BOXWIRE FENCE (approximate location)
METAL FENCE (approximate location)
WOODEN FENCE (approximate location)
SURVEY/ABSTRACT LINES
TRACT LINES
BOUNDARY LINES
() Denotes Record Information
All document references are in Travis County, Texas
O.P.R.I.C.T. Official Public Records of Travis County, Texas
P.R.I.C.T. Plat Records of Travis County, Texas
D.R.I.C.T. Deed Records of Travis County, Texas

UNICORN EQUESTRIAN
CENTER SUBDIVISION
Document No. 200100239
Greenfield OZ Real Estate, LP
(Called 242.07 Acres)
Document No. 2022126058
N 16°40'01" E 1.70'
P.O.B. Tract 3
16" leaning fence corner post
with capped 95' marked "RPLS 1847"
set in top of post for reference
Littig Road Investments LLC
(Called 142.0 Acres)
Document No. 2022060471
DETAIL "A"
SCALE: 1" = 5'

Commitment for: 236.09 Acres, out of a 242.07 acres tract, described in a deed of record to Greenfield OZ Real Estate LP and PV Interstate LLC, Document No. 2022126058 of record to Greenfield OZ RE Investments LP and PV Interstate LLC, Document No. 2023041913 Official Public Records Travis County, Texas (OPRTCT), situated in the A. C. Caldwell Survey, Abstract No. 154, Travis County, Texas.

Proposed Insured and Borrower: City of Manor, a Texas Municipal Corporation

This Survey Has been completed without the benefit of an abstracted title. Restrictive covenants and Record easements have been listed hereon as identified for this survey by Commitment OF 2326547-COM provided by Independence Title acting as agent for Title Resources Guaranty Co., effective date July 12, 2023 as follows (may apply if extending to site):

a) Liens, leases, mineral rights and other matters that have not been requested have not been reviewed as a part of this survey

Schedule B

10-1) DELETED

- 10) f) Easement: Recorded: Volume 551, Page 371, Deed Records, Travis County, Texas. To: Texas Power & Light Company; Purpose: electric line (As shown on map)
g) Easement: Recorded: Volume 551, Page 373, Deed Records, Travis County, Texas. To: Texas Power & Light Company; Purpose: electric line (As shown on map)
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l) Easement: Recorded: Document No. 2016200507, Official Public Records, Travis County, Texas. To: City of Manor, Texas; Purpose: joint access, ingress and egress (As shown on map)
m) Easement: Recorded: Document No. 2016200508, Official Public Records, Travis County, Texas. To: City of Manor, Texas; Purpose: outfall (As shown on map)
n) Easement: Recorded: Document No. 2016200509, Official Public Records, Travis County, Texas. To: City of Manor, Texas; Purpose: waste water utility (As shown on map)
o) Easement: Recorded: Document No. 2016200510, Official Public Records, Travis County, Texas. To: City of Manor, Texas; Purpose: public utility (As shown on map)
p) Easement: Recorded: Document No. 2016200511, Official Public Records, Travis County, Texas. To: City of Manor, Texas; Purpose: buffer zone (As shown on map)
q) Easement: Recorded: Document No. 201619167, Official Public Records, Travis County, Texas. To: Bluebonnet Electric Cooperative, Inc.; Purpose: overhead and underground electric facilities (As shown on map)
r) Easement: Recorded: Document No. 2023055796, Official Public Records, Travis County, Texas. To: City of Manor, Texas; Purpose: Access and Temporary Construction (As shown on map)
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Commitment for: 236.09 Acres, out of a 242.07 acres tract, described in a deed of record to Greenfield OZ Real Estate LP and PV Interstate LLC, Document No. 2022126058 of record to Greenfield OZ RE Investments LP and PV Interstate LLC, Document No. 2023041913 Official Public Records Travis County, Texas (OPRTCT), situated in the A. C. Caldwell Survey, Abstract No. 154, Travis County, Texas.

Proposed Insured and Borrower: City of Manor, a Texas Municipal Corporation

This Survey Has been completed without the benefit of an abstracted title. Restrictive covenants and Record easements have been listed hereon as identified for this survey by Commitment OF 2326547-COM provided by Independence Title acting as agent for Title Resources Guaranty Co., effective date July 12, 2023 as follows (may apply if extending to site):

a) Liens, leases, mineral rights and other matters that have not been requested have not been reviewed as a part of this survey

Schedule B

10-1) DELETED

- 10) f) Easement: Recorded: Volume 551, Page 371, Deed Records, Travis County, Texas. To: Texas Power & Light Company; Purpose: electric line (As shown on map)
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m) Easement: Recorded: Document No. 2016200508, Official Public Records, Travis County, Texas. To: City of Manor, Texas; Purpose: outfall (As shown on map)
n) Easement: Recorded: Document No. 2016200509, Official Public Records, Travis County, Texas. To: City of Manor, Texas; Purpose: waste water utility (As shown on map)
o) Easement: Recorded: Document No. 2016200510, Official Public Records, Travis County, Texas. To: City of Manor, Texas; Purpose: public utility (As shown on map)
p) Easement: Recorded: Document No. 2016200511, Official Public Records, Travis County, Texas. To: City of Manor, Texas; Purpose: buffer zone (As shown on map)
q) Easement: Recorded: Document No. 201619167, Official Public Records, Travis County, Texas. To: Bluebonnet Electric Cooperative, Inc.; Purpose: overhead and underground electric facilities (As shown on map)
r) Easement: Recorded: Document No. 2023055796, Official Public Records, Travis County, Texas. To: City of Manor, Texas; Purpose: Access and Temporary Construction (As shown on map)
s) Easement: Recorded: Document No. 2023055797, Official Public Records, Travis County, Texas. To: City of Manor, Texas; Purpose: Access and Temporary Construction (As shown on map)
t) Easement: Recorded: Document No. 2023055798, Official Public Records, Travis County, Texas. To: City of Manor, Texas; Purpose: waste water utility, outfall and Temporary Construction (As shown on map)
u) Easement: Recorded: Document No. 2023055799, Official Public Records, Travis County, Texas. To: City of Manor, Texas; Purpose: Public Utility and Temporary Construction (As shown on map)
v) Easement: Recorded: Document No. 2023055800, Official Public Records, Travis County, Texas. To: City of Manor, Texas; Purpose: waste water utility and Temporary Construction (As shown on map)
w) Easement: Recorded: Document No. 2023055801, Official Public Records, Travis County, Texas. To: City of Manor, Texas; Purpose: waste water utility and Temporary Construction (As shown on map)

I, The undersigned does hereby certify that this survey was made on the ground of the property legally described hereon, under my supervision. This plot is correct to the best of my knowledge and belief and identifies any evidence of utilities, boundary line conflicts, shortages in area, protrusions, intrusions, and overlapping of significant improvements. This property abuts a public roadway, except as shown hereon.

Survey Date November 15, 2023

William F. Forest, Jr. R.P.L.S. 1847



Surveying Services are regulated by the Texas Board of Professional Engineers and Land Surveyors
1017 S. Interstate 35 Austin, TX 78741, US (512) 440-7723

Forest Surveying & Mapping Company
1002 Ash Street, Georgetown, Texas
Phone: (512) 930-5927
www.forestsurveying.com
TBPLS FIRM NO. 100020000

I hereby certify that the property described hereon is within a special flood hazard area (Zone AE) as identified by the Federal Emergency Management Agency, Flood hazard boundary map revised as per Map Number 48453C0505H, effective date 9/26/2008. A Flood Hazard study to identify additional areas of flood hazard is not included in this survey.

Drawing Date: November 20, 2023

Field Book/Page: 161/55

PP: P:\15317 US HWY 290 MANOR

Dwg: 15317 US HWY 290.dwg

LO: 15317 US HWY 290

Forest Surveying & Mapping Co. © 2023

EXHIBIT B
[SEE ATTACHED]

FOREST SURVEYING AND MAPPING CO.

T.B.P.L.S Firm # 10002000

1002 Ash St.

Georgetown, TX, 78626

Item 2.

DESCRIPTION FOR: Greenfield OZ RE Investments, LP,

Tract 2 – 110.50 Acres

BEING 110.50 acres of land, situated in the A. C. Caldwell Survey, Abstract No. 154, in Travis County, Texas, said 110.50 acres being a portion out of a 242.07 acre tract, of record to Greenfield Oz Real Estate, LP and PV Interstate, LLC, Document No. 2022126058, Official Public Records Travis County, Texas (OPRTCT), correction deed to Greenfield OZ RE Investments, LP, Document No. 2023041913, (OPRTCT). This tract was surveyed on the ground in November of 2023 under the direction of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the State Plane Coordinate System, Texas Central Zone (4203), and being more particularly described by metes and bounds as follows:

BEGINNING, at a ½" iron pin found (steel pin), at the Southeast corner of said 242.07 acre tract, said point being the Southwest corner of a 52.466 acre tract, of record to Eric Carl Lof, Volume 7587, Page 3, Deed Records Travis County, Texas (DRTCT), said point being a point in the North boundary line of a 161.49 acre tract, of record to Littig Estate, LLC, Document No. 2022184088, (OPRTCT), for the Southeast corner hereof,

THENCE, with the common boundary line of said 242.07 acre tract and said 161.49 acre tract, along or near a fence, N 62°54'23" W, 290.66 feet, to a ½" capped iron pin set, marked "RPLS 1847", for an angle point hereof, from which a ½" iron pin found, bears: N 62°54'23" W, 108.12 feet,

THENCE, over and across said 242.07 acre tract, the following nine (9) courses and distances:

1. N 03°12'47" W, 563.27 feet, to a ½" capped iron pin set, marked "RPLS 1847", for an angle point hereof,
2. N 01°00'17" E, 493.80 feet, to a ½" capped iron pin set, marked "RPLS 1847", for an angle point hereof,
3. N 30°50'57" W, 356.83 feet, to a ½" capped iron pin set, marked "RPLS 1847", for an angle point hereof,
4. N 49°05'16" W, 253.02 feet, to a ½" capped iron pin set, marked "RPLS 1847", for an angle point hereof,
5. S 48°16'21" W, 439.94 feet, to a ½" capped iron pin set, marked "RPLS 1847", for an angle point hereof,
6. N 58°49'35" W, 50.41 feet, to a ½" capped iron pin set, marked "RPLS 1847", for an angle point hereof,
7. N 03°45'03" E, 389.42 feet, to a ½" capped iron pin set, marked "RPLS 1847", for an angle point hereof,
8. N 33°00'26" W, 456.77 feet, to a ½" capped iron pin set, marked "RPLS 1847", for an angle point hereof,
9. N 49°48'56" W, 1143.69 feet, to a ½" capped iron pin set, marked "RPLS 1847", said point being a point in the lower West boundary line of said 242.07 acre tract, same being a point in the East boundary line of a 22.78 acre tract, of record to Krantz Properties, LLC, Document No. 2008155343, (OPRTCT), for the Southwest corner hereof, from which a 16" fence corner post found, at the Southwest corner of said 242.07 acre tract, bears: S 27°14'03" W, 1606.23 feet,

THENCE, with the common boundary line of said 242.07 acre tract and said 22.78 acre tract, N 27°14'03" E, 1105.01 feet, to a ½" capped iron pin set, marked "RPLS 1847", at the Northwest corner of said 242.07 acre tract, said point being the Southwest corner of the Duque Estates Subdivision, Document No. 202200281, (OPRTCT), for the Northwest corner hereof,

THENCE, with the Northwest boundary line of said 242.07 acre tract, S 63°15'01" E, 862.33 feet, to a ½" capped iron pin set, marked "RPLS 1847", said point being in the West boundary line of a 6.000 acre tract, of record to the City of Manor, Texas, Document No. 2023055795, (OPRTCT), for an angle point hereof, from which a ½" iron pin found, at the Southeast corner of the Duque Estates Subdivision, same being the Southwest corner of a 5.091 acre tract, of record to AGAP Manor, LP, Document No. 2022171443, (OPRTCT), bears: S 64°18'24" E, 153.78 feet,

THENCE, over and across said 242.07 acre tract, with the existing boundary line of said 6.000 acre tract, the following three (3) courses and distances:

1. S 27°06'21" W, 347.06 feet, to a ½" capped iron pin found, marked "G & R", at the Southwest corner of said 6.000 acre tract, for an angle point hereof,
2. S 63°00'33" E, 746.34 feet, to a ½" capped iron pin found, marked "G & R", at the Southeast corner of said 6.000 acre tract, for an angle point hereof,
3. N 27°13'58" E, 350.20 feet, to a ½" capped iron pin found, marked "RPLS 1847", at the Northeast corner of said 6.000 acre tract, said point being the Southeast corner of a 10.15 acre tract, of record to JKR Realty Partners, LLC, Document No. 2021229958, (OPRTCT), for an angle point hereof, from which a ½" capped iron pin found, mark not legible, at the common corner of said 10.15 acre tract and said 5.091 acre tract, bears: N 62°50'54" W, 65.79 feet,

THENCE, with the common boundary line of said 242.07 acre tract and said 10.15 acre tract, along or near a fence, N 27°15'22" E, 458.01 feet, to a ½" capped iron pin set, marked "RPLS 1847", for the North corner hereof, from which a ¾" iron pipe found, at the Northeast corner of said 10.15 acre tract, bears: N 27°15'22" E, 855.62 feet,

THENCE, over and across said 242.07 acre tract the following three (3) courses and distances:

1. S 43°46'11" E, 83.43 feet, to a ½" capped iron pin set, marked "RPLS 1847", for an angle point hereof,
2. S 19°17'03" E, 108.72 feet, to a ½" capped iron pin set, marked "RPLS 1847", for an angle point hereof,
3. S 84°12'30" E, 51.55 feet, to a ½" capped iron pin set, marked "RPLS 1847", for an angle point hereof,
4. S 12°11'39" E, 102.01 feet, to a ½" capped iron pin set, marked "RPLS 1847", for an angle point hereof,
5. S 48°12'38" W, 101.95 feet, to a ½" capped iron pin set, marked "RPLS 1847", for an angle point hereof,
6. S 22°22'52" W, 147.12 feet, to a ½" capped iron pin set, marked "RPLS 1847", for an angle point hereof,
7. S 19°39'20" E, 178.40 feet, to a ½" capped iron pin set, marked "RPLS 1847", for an angle point hereof,
8. S 10°56'29" E, 126.28 feet, to a ½" capped iron pin set, marked "RPLS 1847", for an angle point hereof,
9. S 12°41'44" W, 230.51 feet, to a ½" capped iron pin set, marked "RPLS 1847", for an angle point hereof,
10. S 68°10'01" E, 240.65 feet, to a ½" capped iron pin set, marked "RPLS 1847", for an angle point hereof,
11. S 74°01'15" E, 253.09 feet, to a ½" capped iron pin set, marked "RPLS 1847", for an angle point hereof,
12. S 39°38'55" E, 223.13 feet, to a ½" capped iron pin set, marked "RPLS 1847", said point being a point in the East boundary line of said 242.07 acre tract, same being a point in the West boundary line of a 22.046 acre tract, of record to William S. Johnson, Jr, Et. Ux., Volume 7411, Page 355, (DRTCT), for an angle point hereof, from which a ½" capped iron pin found, marked "RPLS 1847", at the Northeast corner of said 242.07 acre tract, bears: N 27°11'43" E, 2270.54 feet,

THENCE, with the common boundary line of said 242.07 acre tract and said 22.046 acre tract, along or near a fence, the following two (2) courses and distances:

1. S 27°11'43" W, 122.85 feet, to a ½" capped iron pin found, marked "RPLS 1847", at the Southwest corner of said 22.046 acre tract, for an angle point hereof,
2. S 60°52'48" E, 399.69 feet, to a ½" capped iron pin found, marked "RPLS 1847", at the Southeast corner of said 22.046 acre tract, said point being a point in the West boundary line of said 52.466 acre tract, for the Northeast corner hereof,

THENCE, with the common boundary line of said 242.07 acre tract and said 52.466 acre tract, along or near a fence, S 27°09'39" W, 2186.41 feet, to the POINT OF BEGINNING, and containing 110.50 acres, more or less.

STATE OF TEXAS :
COUNTY OF TRAVIS : **KNOW ALL MEN BY THESE PRESENTS;**

I, WM. F. FOREST, JR., do hereby certify that this survey was made on the ground of the property legally described hereon, under my supervision. This description is true and correct to the best of my knowledge and belief. The attached plat identifies any significant boundary line conflicts, shortages in area, apparent protrusions, intrusions or overlapping of improvements. This property abuts a public roadway, except as shown. Ownership and easement information for this tract has not been researched except as shown on the attached plat.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas,
this, the 29th day of August 2023, A.D. File: 15317 US HWY 290 Tract 2.docx


WM.F. FOREST JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847





AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: December 18, 2023
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Resolution authorizing the Second Amendment to the Earnest Money Contract for the purchase and closing of 10.5038 acres, more or less, of real property located in Travis County, Texas.

BACKGROUND/SUMMARY:

The City and Greenview Development entered into an earnest money contract and a first amendment for the purchase of property located on Ring Road which contemplated a closing date of January 13, 2023. When the title commitment was reviewed removal of items in the title commitment were requested. City staff has been working through these items with the Seller, the attached second amendment is presented extending the closing date to January 16, 2024, for City Council consideration.

LEGAL REVIEW: Yes

FISCAL IMPACT:

PRESENTATION:

ATTACHMENTS: Yes

- Resolution No. 2023-44
- Second Amendment to Earnest Money Contract

STAFF RECOMMENDATION:

Staff recommends approval of Resolution No. 2023-44 authorizing the Second Amendment to the Earnest Money Contract for the purchase and closing of 10.5038 acres, more or less, of real property located in Travis County, Texas, and authorize the City Manager to execute the Second Amendment.

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

A RESOLUTION OF THE CITY OF MANOR, TEXAS AUTHORIZING AN AMENDMENT TO THE EARNEST MONEY CONTRACT FOR THE PURCHASE AND CLOSING OF 10.5038 ACRES, MORE OR LESS, OF REAL PROPERTY LOCATED IN TRAVIS COUNTY, TEXAS; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City Council of the City of Manor, Texas (the “City”) desires to purchase a 10.5038 acre tract of land, more or less, located in Manor, Travis County, Texas, and more particularly described in Exhibit A to that Earnest Money Contract dated April 27, 2022 (the “Property”); and

WHEREAS, the Mayor is Dr. Christopher Harvey and the City Manager is Scott Moore;

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

SECTION 1. The foregoing recitals are all true and correct and are hereby approved and adopted.

SECTION 2. The Earnest Money Contract dated April 27, 2022 by and among Greenview Development Greenbury, L.P., a Texas limited partnership, and Greenview Development 973, L.P., a Texas limited partnership (collectively, “Seller”) and the City and the First Amendment to the Earnest Money Contract dated December 21, 2022 (collectively, the “Contract”) was approved for the purchase of the Property for the purchase price of \$2,750,000.00 (the “Purchase Price”), plus closing costs and extended the closing date to January 13, 2023. The Second Amendment to the Real Estate Contract (the “Second Amendment”) attached as Appendix A is hereby approved to extend the closing date in the Contract to January 16, 2024 and to replace the Special Warranty Deed to the Contract in its entirety. The City Manager is authorized to execute the Second Amendment.

SECTION 3. It is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the 18th day of December, 2023.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey, Mayor

ATTEST:

Lluvia T. Almaraz, City Secretary

APPENDIX A

SECOND AMENDMENT TO EARNEST MONEY CONTRACT

THIS SECOND AMENDMENT TO EARNEST MONEY CONTRACT ("Second Amendment"), is entered into and effective this ____ day of _____, 2023 (the "Effective Date"), by and among Greenview Development Greenbury, L.P., a Texas limited partnership, and Greenview Development 973, L.P., a Texas limited partnership (collectively, "Seller"), and the City of Manor, Texas, a political subdivision of the State of Texas ("Buyer"), upon the terms and conditions set forth herein.

RECITALS

Whereas, the Seller and the Buyer previously entered into that certain Earnest Money Contract with the effective date of the 27th day of April, 2022 and the First Amendment to Earnest Money Contract dated December 21, 2022 (collectively the "Contract"); and

Whereas, the Seller and Buyer wish to amend the Contract as set forth in this Second Amendment.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency thereof is hereby acknowledged, the Buyer and Seller agree as follows:

1. Incorporation of Recitals. The recitals set forth above are incorporated herein and made part of this Second Amendment.
2. Capitalized Terms. All capitalized terms in this Second Amendment shall have the same meanings as in the Contract unless otherwise expressly provided herein.
3. Closing. The first paragraph of Section 8 is deleted in its entirety and replaced as follows:

"8. CLOSING. The closing of the sale ("Closing") shall occur on the 16th day of January 2024 (the "Closing Date"). If either party fails to close this sale by the Closing Date, the non-defaulting party shall be entitled to exercise the remedies contained in Section 13."

4. Special Warranty Deed. Section 8.A.i of the Contract is deleted in its entirety and replaced as follows:

"i. Deliver to Buyer a duly executed and acknowledged special warranty deed conveying good and indefeasible title to Buyer in fee simple to all of the Property described in **Exhibit "A"** (the "Deed"), in the form as shown in **Exhibit "B"** attached hereto and incorporated herein; and". The new form of Exhibit "B" is attached to this Second Amendment and fully replaces the prior **Exhibit "B."**

5. Ratification of Agreement/Conflict. All terms and conditions of the Contract are hereby ratified and affirmed, as modified by this Second Amendment. To the extent there is any inconsistency between the Contract and this Second Amendment, the provisions of this Second Amendment shall control.
6. Governing Law. This Second Amendment shall be construed and enforced in accordance with the laws of the State of Texas.

7. Anti-Boycott Verification. To the extent this Second Amendment constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2271 of the Texas Government Code, and subject to applicable Federal law, Seller represents that neither Seller nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Seller (i) boycotts Israel or (ii) will boycott Israel through the term of this Second Amendment. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.
8. Iran, Sudan and Foreign Terrorist Organizations. To the extent this Second Amendment constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Seller represents that Seller nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.
9. Anti-Boycott Verification – Energy Companies. The Seller 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 Second Amendment. 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).
10. Anti-Discrimination Verification – Firearm Entities and Firearm Trade Associations. The Seller 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 Second Amendment. 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.

11. Entire Agreement. The Parties hereto agree and understand that no oral agreements, or understandings, shall be binding, unless reduced to a writing which is signed by said Parties. The Parties hereto agree and understand that this Second Amendment shall be binding on them, their personal representatives, heirs, successors and assigns.
12. Counterparts. This Second Amendment may be executed in multiple counterparts, each of which will be deemed an original, and all of which will constitute one and the same agreement.

[Signature pages follow]

EXECUTED in multiple originals, and in full force and effect as of the Effective Date stated above.

BUYER:

CITY OF MANOR, TEXAS

BY: _____
Scott Moore, City Manager

ATTEST:

BY: _____
Lluvia T. Almaraz, City Secretary

SELLER:

GREENVIEW DEVELOPMENT GREENBURY, L.P.
a Texas limited partnership

BY: GREENVIEW DEVELOPMENT CORP.
a Texas corporation, the general partner

BY: _____
Barth Timmermann, President

GREENVIEW DEVELOPMENT 973, L.P.
a Texas limited partnership

BY: GREENVIEW DEVELOPMENT CORP.
a Texas corporation, the general partner

BY: _____
Barth Timmermann, President

EXHIBIT "B"
(Earnest Money Contract)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS: THAT
COUNTY OF TRAVIS §

GREENVIEW DEVELOPMENT GREENBURY, L.P., a Texas limited partnership ("Grantor"), under threat of and in lieu of condemnation and for TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD AND CONVEYED and, by these presents, does GRANT, SELL AND CONVEY, unto the **CITY OF MANOR, TEXAS** ("Grantee"), the following described real property in Travis County, Texas, together with all improvements thereon, to wit:

Approximately 10.5038 acres of land composed of those certain parcels of real property in Travis County, Texas, designated and described as Tract 9-B1, Tract 9-B2, Tract 13-A1, and Tract 13-A2 in **Exhibit "A"** attached hereto and incorporated herein and more particularly described in Exhibits A-1, A-2, A-3, and A-4 attached thereto and incorporated herein (collectively, the "Property").

TO HAVE AND TO HOLD the Property, together with all related rights and appurtenances, unto Grantee, and Grantee's successors and assigns, forever; and Grantor hereby binds itself and its successors to WARRANT AND FOREVER DEFEND the Property unto Grantee and Grantee's successors and assigns, against every person lawfully claiming or to claim the same, or any part thereof, by, through, or under Grantor, but not otherwise; provided, however, that this conveyance is made by Grantor and accepted by Grantee subject to: a) all of the title exceptions revealed in or by the recorded documents and other matters listed on **Exhibit "B"** attached hereto and incorporated herein by reference; and (b) all standby fees, taxes and assessments by any taxing authority for the current and all subsequent years, and all liens securing the payment of any of the foregoing.

GRANTOR IS SELLING THE PROPERTY TO GRANTEE ON AN "AS IS" BASIS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OTHER THAN GRANTOR'S SPECIAL WARRANTY OF TITLE CONTAINED IN THIS DEED. GRANTEE IS CLOSING ITS PURCHASE OF THE PROPERTY BASED UPON ITS OWN STUDIES AND CONCLUSIONS, AND NOT BASED UPON ANY REPRESENTATIONS OR WARRANTIES OF GRANTOR OR ANY AGENT OF GRANTOR. GRANTOR

SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES CONCERNING THE PROPERTY, INCLUDING THE IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, GRANTOR MAKES NO WARRANTIES REGARDING ENDANGERED SPECIES OR ENVIRONMENTAL CONDITIONS. GRANTEE AGREES THAT THIS PROVISION IS A MATERIAL PORTION OF THE CONSIDERATION FOR GRANTEE'S PURCHASE AND ACKNOWLEDGES THAT GRANTOR WOULD NOT AGREE TO SELL THE PROPERTY TO GRANTEE ON ANY OTHER BASIS.

This deed is being delivered in lieu of condemnation.

EXECUTED AND DELIVERED as of the ____ day of _____, 202__.

GREENVIEW DEVELOPMENT GREENBURY, L.P., a
Texas limited partnership

By: Greenview Development Corp., a Texas corporation, its
general partner

By: ____

Barth Timmermann, President

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me this ____ day of _____, 202__, by Barth Timmermann, President of Greenview Development Corp., a Texas corporation, the general partner of Greenview Development Greenbury, L.P., a Texas limited partnership, on behalf of said corporation and said limited partnership.

(SEAL)

Notary Public Signature

AFTER RECORDING RETURN TO:

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

EXHIBIT "A"**Description of the Property**

- Tract 9-B1:** 0.6248 acres of land, more or less, out of the Greenbury Gates Survey No. 63, Abstract No. 315, in Travis County, Texas, being a portion of that certain 39.15 acre tract of land as conveyed to Greenview Development 973, L.P. by deed recorded in Document No. 2005187773 of the Official Public Records of Travis County, Texas, and being more particularly described on the attached **Exhibit A-1**.
- Tract 9-B2:** 4.934 acres of land, more or less, out of the Greenbury Gates Survey No. 63, Abstract No. 315, in Travis County, Texas, being a portion of that certain 104.61 acre tract of land as conveyed to Greenview Development Greenbury, L.P. by deed recorded in Document No. 2005237215 of the Official Public Records of Travis County, Texas, and being more particularly described on the attached **Exhibit A-2**.
- Tract 13-A1:** 1.309 acres of land, more or less, out of the Greenbury Gates Survey No. 63, Abstract No. 315, in Travis County, Texas, being a portion of that certain 39.15 acre tract of land as conveyed to Greenview Development 973, L.P. by deed recorded in Document No. 2005187773 of the Official Public Records of Travis County, Texas, and being more particularly described on the attached **Exhibit A-3**.
- Tract 13-A2:** 3.636 acres of land, more or less, out of the Greenbury Gates Survey No. 63, Abstract No. 315, in Travis County, Texas, being a portion of that certain 104.61 acre tract of land as conveyed to Greenview Development Greenbury, L.P. by deed recorded in Document No. 2005237215 of the Official Public Records of Travis County, Texas, and being more particularly described on the attached **Exhibit A-4**.

EXHIBIT "A-1"**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@hclauslin.com

July 14, 2021

"TRACT 9-B1"

DESCRIPTION OF 0.6248 ACRE OF LAND, OUT OF THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN (39.15 ACRE) TRACT OF LAND AS CONVEYED TO GREENVIEW DEVELOPMENT 973, L.P. BY DEED RECORDED IN DOCUMENT NO. 2005187773 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING at a ½" iron rod with a plastic cap imprinted "Holt Carson, Inc." found in the curving South right-of-way line of Ring Drive, a variable width public right-of-way as dedicated by the plat of record in Document No. 201900077 of the Official Public Records of Travis County, Texas, same being an angle corner in the North line of Lot 8, Block B, Final Plat Establishing Manor Commons SE Commercial Phase 1, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Document No. 201900077 of the Official Public Records of Travis County, Texas, also being a point in the interior of that certain (39.15 acre) tract of land as conveyed to Greenview Development 973, L.P. by deed recorded in Document No. 2005187773 of the Official Public Records of Travis County, Texas and being the Northwest corner and the **PLACE OF BEGINNING** of the herein described tract, from which a ½" iron rod with a plastic cap imprinted "Holt Carson, Inc." found at the Northwest corner of said Lot 8 bears, N 59 deg. 08'50" W 90.67 ft. (chord bearing and distance) and N 54 deg. 32'45" W 50.76 ft.;

THENCE with the South right-of-way line of Ring Drive and continuing through the interior of said (39.15 acre) Greenview Development 973, L.P. tract, along a curve to the left with a radius of 1032.00 ft. for an arc length of 253.42 ft. and which chord bears, S 66 deg. 41'59" E 252.79 ft. to a calculated point in the East line of said (39.15 acre) tract, same being a point in the West line of that certain (104.61 acre) tract of land as conveyed to Greenview Development Greenbury, L.P. by deed recorded in Document No. 2005237215 of the Official Public Records of Travis County, Texas, and being the Northeast corner of the herein described tract;

THENCE leaving the South right-of-way line of Ring Drive with the common lines of said (39.15 acre) Greenview Development 973, L.P. tract, and said (104.61 acre) Greenview Development Greenbury, L.P. tract, the following two (2) courses:

- 1.) S 24 deg. 42'43" W 121.83 ft. to a calculated point at an angle corner of said (39.15 acre) tract, same being an angle corner of said (104.61 acre) tract and the Southeast corner of the herein described tract;

0.6248 Acre

End of Page 1 of 2

EXHIBIT "A-1"

0.6248 Acre "Tact 9-B1"
Page 2 of 2

- 2.) N 67 deg. 21'42" W 201.09 ft. to a calculated point in the East line of Lot 8, Block B, Final Plat Establishing Manor Commons SE Commercial Phase 1 and being the Southwest corner of the herein described tract;

THENCE re-entering the interior of said (39.15 acre) Greenview Development 973, L.P. tract, with the East lines of Lot 8, Block B, Final Plat Establishing Manor Commons SE Commercial Phase 1, the following two (2) courses:

- 1.) N 02 deg. 30'43" W 117.14 ft. to a ½" iron rod found with a plastic cap imprinted "Holt Carson, Inc.";
- 2.) N 30 deg. 20'03" E 18.80 ft. to the PLACE OF BEGINNING and containing 0.6248 acre of land.

PREPARED: July 14, 2021

Holt Carson
Registered Professional Land Surveyor No. 5166
reference map: C 919002



EXHIBIT "A-2"**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@hcaustin.com

July 14, 2021

"TRACT 9-BZ"

DESCRIPTION OF 4.394 ACRE OF LAND, OUT OF THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN (104.61 ACRE) TRACT OF LAND AS CONVEYED TO GREENVIEW DEVELOPMENT GREENBURY, L.P. BY DEED RECORDED IN DOCUMENT NO. 2005237215 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING at a ½" iron rod with a plastic cap imprinted "Holt Carson, Inc." found in the South right-of-way line of Ring Drive, a variable width public right-of-way as dedicated by the plat of record in Document No. 201900077 of the Official Public Records of Travis County, Texas, same being an angle corner in the North line of Lot 8, Block B, Final Plat Establishing Manor Commons SE Commercial Phase 1, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Document No. 201900077 of the Official Public Records of Travis County, Texas, also being a point in the interior of that certain (104.61 acre) tract of land as conveyed to Greenview Development Greenbury, L.P. by deed recorded in Document No. 2005237215 of the Official Public Records of Travis County, Texas and being the Northeast corner and the **PLACE OF BEGINNING** of the herein described tract, from which a ½" iron rod with a plastic cap imprinted "Holt Carson, Inc." found at a point of curvature at the Northeast corner of said Lot 8 bears, N 86 deg. 11'44" W 18.04 ft.;

THENCE leaving the South right-of-way line of Ring Drive and continuing through the interior of said (104.61 acre) Greenview Development Greenbury, L.P. tract, with Westerly, Northerly and Easterly lines of Lot 8, Block B, Final Plat Establishing Manor Commons SE Commercial Phase 1, the following six (6) courses:

- 1.) S 24 deg 19'12" W 398.94 ft. to a ½" iron rod found with a plastic cap imprinted "Holt Carson, Inc.";
- 2.) S 75 deg. 15'08" W 83.53 ft. to a ½" iron rod found with a plastic cap imprinted "Holt Carson, Inc.";
- 3.) N 68 deg. 24'57" W 271.11 ft. to a ½" iron rod found with a plastic cap imprinted "Holt Carson, Inc.";
- 4.) N 77 deg. 49'21" W 167.37 ft. to a ½" iron rod found with a plastic cap imprinted "Holt Carson, Inc.";
- 5.) N 23 deg. 23'57" W 135.56 ft. to a ½" iron rod found with a plastic cap imprinted "Holt Carson, Inc.";

4.394 Acres

End of Page 1 of 2

EXHIBIT "A-2"

4.394 Acres "Tract 9-B2"

Page 2 of 2

- 6.) N 02 deg. 30'43" W 122.86 ft. to a calculated point a Northerly line of said (104.61 acre) Greenview Development Greenbury, L.P. tract, same being a point in a Southerly line of that certain (39.15 acre) tract of land as conveyed to Greenview Development 973, L.P. by deed recorded in Document No. 200518773 of the Official Public Records of Travis County, Texas and being the most Westerly Northwest corner of the herein described tract;

THENCE leaving the Easterly line of Lot 8, Block B, Final Plat Establishing Manor Commons SE Commercial Phase 1, with the common lines of said (104.61 acre) Greenview Development Greenbury, L.P. tract, and said (39.15 acre) Greenview Development 973, L.P. tract, the following two (2) courses:

- 1.) S 67 deg. 21'42" E 201.09 ft. to a calculated point at an angle corner of said (39.15 acre) tract, same being an angle corner of said (104.61 acre) tract and being an angle corner of the herein described tract;
- 2.) N 24 deg. 42'43" E 121.83 ft. to a calculated point in the curving South right-of-way line of Ring Drive and being the most Northerly Northeast corner of the herein described tract;

THENCE re-entering the interior of said (104.61 acre) Greenview Development Greenbury, L.P. tract, with the South right-of-way line of Ring Drive the following two (2) courses:

- 1.) Along a curve to the left with a radius of 1032.00 ft. for an arc length of 361.49 ft. and which chord bears, S 83 deg. 46'11" E 359.65 ft. to a ½" iron rod with a plastic cap imprinted "Holt Carson, Inc." found at a point of tangency;
- 2.) N 86 deg. 11'44" E 126.23 ft. to the PLACE OF BEGINNING and containing 4.394 acres of land.

PREPARED: July 14, 2021

Holt Carson
Registered Professional Land Surveyor No. 5166
reference map: C 919002



EXHIBIT "A-3"**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

July 14, 2021

"TRACT 13-A1"

DESCRIPTION OF 1.309 ACRES OF LAND, OUT OF THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN (39.15 ACRE) TRACT OF LAND AS CONVEYED TO GREENVIEW DEVELOPMENT 973, L.P. BY DEED RECORDED IN DOCUMENT NO. 2005187773 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING at a ½" iron rod with a plastic cap imprinted "Holt Carson, Inc." found in the curving North right-of-way line of Ring Drive, a variable width public right-of-way as dedicated by the plat of record in Document No. 201900077 of the Official Public Records of Travis County, Texas, same being the Southeast corner of Lot 7, Block A, Final Plat Establishing Manor Commons SE Commercial Phase 1, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Document No. 201900077 of the Official Public Records of Travis County, Texas, also being a point in the interior of that certain (39.15 acre) tract of land as conveyed to Greenview Development 973, L.P. by deed recorded in Document No. 2005187773 of the Official Public Records of Travis County, Texas and being the Southwest corner and the **PLACE OF BEGINNING** of the herein described tract;

THENCE leaving the North right-of-way line of Ring Drive and continuing through the interior of said (39.15 acre) Greenview Development 973, L.P. tract with the East lines of Lot 7, Block A, Final Plat Establishing Manor Commons SE Commercial Phase 1, the following three (3) courses:

- 1.) **N 40 deg. 09'15" E 131.20 ft.** to a ½" iron rod found with a plastic cap imprinted "Holt Carson, Inc.";
- 2.) **N 27 deg. 53'56" E 85.20 ft.** to a ½" iron rod found with a plastic cap imprinted "Holt Carson, Inc.";
- 3.) **N 31 deg. 57'46" E 114.79 ft.** to a calculated point at the Southwest corner of Lot 9, LDG Commons at Manor Village, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 201800236 of the Official Public Records of Travis County, Texas and being the Northwest corner of the herein described tract;

1.309 Acres
End of Page 1 of 2

EXHIBIT "A-3"

1.309 Acres "Tract 13-A1"
Page 2 of 2

THENCE leaving the East line of Lot 7, Block A, Final Plat Establishing Manor Commons SE Commercial Phase 1 and continuing through the interior of said (39.15 acre) Greenview Development 973, L.P. tract with the South line of Lot 9, LDG Commons at Manor Village, **S 79 deg. 36'29" E 151.48 ft.** to a calculated point in an Easterly line of said (39.15 acre) tract, same being a point in the West line of that certain (104.61 acre) tract of land as conveyed to Greenview Development Greenbury, L.P. by deed recorded in Document No. 2005237215 of the Official Public Records of Travis County, Texas and being the Northeast corner of the herein described tract;

THENCE leaving the South line of Lot 9, LDG Commons at Manor Village with an East line of said (39.15 acre) Greenview Development 973, L.P. tract, and with the West line of said (104.61 acre) Greenview Development Greenbury, L.P. tract, **S 24 deg. 42'43" W 352.07 ft.** to a calculated point in the curving North right-of-way line of Ring Drive and being the Southeast corner of the herein described tract;

THENCE re-entering the interior of said (39.15 acre) Greenview Development 973, L.P. tract with the North right-of-way line of Ring Drive, along a curve to the right with a radius of 958.00 ft. for an arc length of 201.59 ft. and which chord bears, **N 68 deg. 21'51" W 201.22 ft.** to the **PLACE OF BEGINNING** and containing **1.309** acres of land.

PREPARED: July 14, 2021

Holt Carson

Registered Professional Land Surveyor No. 5166
 reference map: C 919002



EXHIBIT "A-4"

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

July 14, 2021

"TRACT 13-A2"

DESCRIPTION OF 3.636 ACRES OF LAND, OUT OF THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN (104.61 ACRE) TRACT OF LAND AS CONVEYED TO GREENVIEW DEVELOPMENT GREENBURY, L.P. BY DEED RECORDED IN DOCUMENT NO. 2005237215 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING at a ½" Iron rod with a plastic cap imprinted "Holt Carson, Inc." found in the North right-of-way line of Ring Drive, a variable width public right-of-way as dedicated by the plat of record in Document No. 201900077 of the Official Public Records of Travis County, Texas, same being a point in the interior of that certain (104.61 acre) tract of land as conveyed to Greenview Development Greenbury, L.P. by deed recorded in Document No. 2005237215 of the Official Public Records of Travis County, Texas and being a point in the South line and the **PLACE OF BEGINNING** of the herein described tract;

THENCE with the North right-of-way line of Ring Drive and continuing through the interior of said (104.61 acre) Greenview Development Greenbury, L.P. tract, along a curve to the right with a radius of 958.00 ft. for an arc length of 324.57 ft, and which chord bears, **N 84 deg. 05'55" W 323.02 ft.** to a calculated point on the West line of said (104.61 acre) tract, same being a point on and East line of that certain (39.15 acre) tract of land as conveyed to Greenview Development 973, L.P. by deed recorded in Document No. 2005187773 of the Official Public Records of Travis County, Texas and being the Southwest corner of the herein described tract;

THENCE leaving the North right-of-way line of Ring Drive with an East line of said (39.15 acre) Greenview Development 973, L.P. tract, and with the West line of said (104.61 acre) Greenview Development Greenbury, L.P. tract, **N 24 deg. 42'43" E 352.07 ft.** to a calculated point in the South line of Lot 9, LDG Commons at Manor Village, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 201800236 of the Official Public Records of Travis County, Texas and being the Northwest corner of the herein described tract;

THENCE re-entering the interior of said (104.61 acre) Greenview Development Greenbury, L.P. tract, with the South lines of Lot 9, LDG Commons at Manor Village, the following two (2) courses:

- 1.) **S 79 deg. 36'29" E 158.27 ft.** to a calculated point;

3.636 Acres
 End of Page 1 of 2

EXHIBIT "A-4"**3.636 Acres "Tract 13-A2"****Page 2 of 2**

- 2.) **N 86 deg. 11'44" E 301.13 ft.** to a calculated point at the Northwest corner of that certain (0.3552 acre) Access Easement Agreement as described in instrument recorded in Document No. 2018176060 of the Official Public Records of Travis County, Texas and being the Northeast corner of the herein described tract.

THENCE leaving the South line of Lot 9, LDG Commons at Manor Village and continuing through the interior of said (104.61 acre) Greenview Development Greenbury, L.P. tract, with the West lines of said (0.3552 acre) Access Easement the following seven (7) courses:

- 1.) Along a curve to the left with a radius of 51.50 ft. for an arc length of 10.80 ft. and which chord bears, **S 02 deg. 25'53" W 10.78 ft.** to a calculated point;
- 2.) **S 03 deg. 48'16" E 36.94 ft.** to a calculated point of curvature;
- 3.) Along a curve to the right with a radius of 24.50 ft. for an arc length of 13.80 ft. and which chord bears, **S 12 deg. 19'57" W 13.62 ft.** to a calculated point;
- 4.) **S 28 deg. 28'08" W 199.37 ft.** to a calculated point of curvature;
- 5.) Along a curve to the left with a radius of 101.50 ft. for an arc length of 57.17 ft. and which chord bears, **S 12 deg. 16'56" W 56.42 ft.** to a calculated point;
- 6.) **S 03 deg. 48'16" E 38.47 ft.** to a calculated point of curvature;
- 7.) Along a curve to the right with a radius of 24.50 ft. for an arc length of 3.02 ft. and which chord bears, **S 00 deg. 16'55" E 3.01 ft.** to a calculated point in the North right-of-way line of Ring Drive, same being the Southwest corner of said (0.3552 acre) Access Easement and being the Southeast corner of the herein described tract;

THENCE with the North right-of-way line of Ring Drive and continuing through the interior of said (104.61 acre) Greenview Development Greenbury, L.P. tract, **S 86 deg. 11'44" W 177.02 ft.** to the **PLACE OF BEGINNING** and containing **3.636 acres** of land.

PREPARED: July 14, 2021

Holt Carson
Registered Professional Land Surveyor No. 5166
reference map: C 919002



EXHIBIT “A-4”

Item 3.

EXHIBIT “B”

TITLE EXCEPTIONS