



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  
Vacant, Place 6

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## City Council Regular Meeting

Wednesday, April 06, 2022 at 7:00 PM

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

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### AGENDA

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

#### PLEDGE OF ALLEGIANCE

#### PUBLIC COMMENTS

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

#### REPORTS

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

- A. Fall 2021 Flow and Rainfall Monitoring Project Report**  
*Submitted by: George E. Butler & Associates (GBA)*

#### PUBLIC HEARINGS

- 1. Conduct a public hearing on proposed assessments to be levied against the assessable property with Improvement Area #1 of the Lagos Public Improvement District, pursuant to the provisions of Chapter 372 of the Texas Local Government Code to pay costs for certain improvements that will confer a special benefit to Improvement Area #1 of the District.**  
*Submitted by: Scott Dunlop, Interim City Manager*

#### CONSENT AGENDA

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

**2.** Consideration, discussion, and possible action to approve the City Council Minutes.  
*Submitted by: Lluvia T. Almaraz, City Secretary*

- March 12, 2022, City Council Workshop – Committees; and
- March 16, 2022, City Council Regular Meeting

**3.** **Second and Reading:** Consideration, discussion and possible action on an ordinance rezoning Manor Commons East for a Planned Unit Development Amendment for 149.247 acres, more or less, out of the Greenbury Gates Survey No. 63, Abstract 315, and being located near the intersection of US Hwy 290 and N. FM 973, Manor, TX.  
*Applicant: LIQUE Engineers*  
*Owner: Ahmed Jafferally*  
*Submitted by: Scott Dunlop, Interim City Manager*

## REGULAR AGENDA

**4.** Consideration, discussion and possible action on the First Amendment to Development Agreement (Lagos).  
*Submitted by: Scott Dunlop, Interim City Manager*

**5.** Consideration, discussion, and possible action on a Resolution of the City of Manor, Texas approving and authorizing the Lagos Public Improvement District Improvement Area #1 Acquisition and Reimbursement Agreement.  
*Submitted by: Scott Dunlop, Interim City Manager*

**6.** Consideration, discussion, and possible action on an ordinance of the City of Manor Making a Finding of Special Benefit to the Property in the Lagos Public Improvement District; Providing for the Method of Assessment of Special Assessments Against Property in Improvement Area #1 of the District; Approving an Assessment Roll for Improvement Area #1 of the District; Levying Assessments Against Property Within Improvement Area #1 of the District; Providing for Payment of the Assessments; Providing for Penalties and Interest on Delinquent Assessments; Establishing a Lien on Property Within Improvement Area #1 of the District; Approving an Amended and Restated Service And Assessment Plan; Approving a Landowner Agreement; Providing for Related Matters in Accordance with Chapter 372, Texas Local Government Code; Providing an Effective Date; and Providing for Severability.  
*Submitted by: Scott Dunlop, Interim City Manager*

**7.** Consideration, discussion and possible action on the Third Amendment to the Restated, Revised and Amended Agreement Regarding the Creation and Operation of the Presidential Glen Municipal Utility District.  
*Submitted by: Scott Dunlop, Interim City Manager*

**8.** Consideration, discussion, and possible action on a Resolution accepting the petition for voluntary annexation of 11.408 acres, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits and setting a date for a public hearing.  
*Submitted by: Scott Dunlop, Interim City Manager*

- 9.** **Consideration, discussion and possible action on the First Amendment to the Development Agreement (Holley/Smith – KB Home).**  
*Submitted by: Scott Dunlop, Interim City Manager*
- 10.** **Consideration, discussion, and possible action on a construction contract for the FY2021 Capital Metro Paving Improvements Project.**  
*Submitted by: Pauline Gray, P.E. City Engineer*
- 11.** **Consideration, discussion, and possible action to award a Professional Services Contract for a Space Needs Assessment and Facilities Master Plan to PGAL, Inc.**  
*Submitted by: Scott Dunlop, Interim City Manager*
- 12.** **Consideration, discussion and possible action on approving and adopting the new City Council Vision Statement for the City of Manor.**  
*Submitted by: Mayor Harvey*

## **EXECUTIVE SESSION**

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

- *Section 551.074 (Personnel Matters) to Interview Candidates for appointments to the Planning and Zoning Commission for Place No. 5 to fill an unexpired term;*
- *Sections 551.087, Texas Government Code to deliberate the Effluent Reuse Agreement with ShadowGlen Golf, L.P.; and*
- *Section 551.072, Texas Government Code to deliberate the value and conveyance of the City's interest in real property.*

## **OPEN SESSION**

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

## **ADJOURNMENT**

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

**CONFLICT OF INTEREST**

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

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

**POSTING CERTIFICATION**

I, the undersigned authority do hereby certify that this Notice of Meeting was posted on the bulletin board, at the City Hall of the City of Manor, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: Friday, April 1, 2022, by 5:00 PM and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

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/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 48 hours prior to this meeting. Please contact the City Secretary at 512.272.5555 or e-mail [lalmaraz@cityofmanor.org](mailto:lalmaraz@cityofmanor.org) .



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 6, 2022  
**PREPARED BY:** Pauline M. Gray, P.E.; Gary Beck, P.E.  
**DEPARTMENT:** City Engineer

### AGENDA ITEM DESCRIPTION:

Fall 2021 Flow and Rainfall Monitoring Project Report

### BACKGROUND/SUMMARY:

The City of Manor has encountered high wastewater collection and treatment system flows during storm events and rainy periods. These high flows at the Wilbarger Creek Wastewater Treatment Plant and City lift stations jeopardize the City's ability to meet permitted flow requirements at treatment plant facilities (excursions), and present potential for system spills (bypasses). To address peak wet weather sanitary sewer system flows, discussions were held with City Staff and City Management to identify potential corrective actions.

As a result of the discussions, the City of Manor engaged GBA, Inc. to conduct a limited-scope investigation with the purpose of identifying surface water inflow and groundwater infiltration (I&I) into the city's existing wastewater system in an effort to mitigate high wastewater collection and treatment system flow conditions.

From the review of the results obtained during the I&I Study, it is recommended the City continue monitoring during the Fall season to collect additional flow data and firm up peak flow to rainfall correlations. The larger storms produced backups at several sites due to proximity to lift stations. Flow monitoring upstream at a manhole or two, if possible, could provide more data representative of the subsystem's inflow characteristics.

**LEGAL REVIEW:** Not Applicable  
**FISCAL IMPACT:** Yes, Funding through Wastewater Department  
**PRESENTATION:** Yes  
**ATTACHMENTS:** Yes

- Fall 2021 Flow and Rainfall Monitoring Project

### STAFF RECOMMENDATION:

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



# Fall 2021 Flow and Rainfall Monitoring Project

## FINAL Data Report

City of Manor

March 2022

GBA NO. 14925.00

# GBA

1500 County Road 269  
Leander, TX 78641  
512.259.3882 | [www.gbateam.com](http://www.gbateam.com)

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**APPENDIX**

- Site Investigation Summaries and Observations
- Site Setup Descriptions, Hydrographs, and Scattergraphs
- Flow Parameter Calculations



## Definitions and Abbreviations

ADDF	Average Daily Dry-Weather Flow
AOI	Area of Interest
CCTV	Closed Circuit Television
City	City of Manor
CSO	Combined Sewer Overflow
DIP	Ductile Iron Pipe
ft	Feet
fps	Feet Per Second
GBA	George Butler Associates, Inc.
GIS	Geographic Information System
in	Inch
I&I	Infiltration and Inflow
IDM	Inch Diameter Mile
LF	Linear Feet
MGD	Million Gallons Per Day
MH	Manhole
NA	Not Applicable
PVC	Polyvinyl Chloride
PVM	Portable Velocity Meter
RG	Rain Gauge
SS	Steven-Schutzbach method
SSES	Sanitary Sewer Evaluation Study
SSO	Sanitary Sewer Overflow

## 1 INTRODUCTION

### 1.1 Project Purpose

This report presents the results of the Fall 2021 Flow Monitoring program for the City of Manor, Texas. The 2021 Inflow and Infiltration (I&I) Monitoring project was completed by GBA with direction from the City of Manor Public Works Department. The project had two (2) primary objectives:

1. Perform I&I analysis on the separated sanitary sewers draining to City of Manor temporary flow meters.
2. Provide recommendations for future study and rehab projects based off I&I analysis conclusions.

The flow monitoring project included installation of flow meters at 14 sites. The temporary meter locations provided isolation of basins within the I&I Project area for 90 days.

### 1.2 Project Background

The City of Manor has encountered high wastewater collection and treatment system flows during storm events and rainy periods. These high flows jeopardize the City's ability to meet permitted flow requirements at treatment plant facilities (excursions) and present potential for system spills (bypasses). The City of Manor engaged GBA to conduct a limited-scope investigation with the purpose of identifying surface water inflow and ground water infiltration (I&I) into the city's existing wastewater system in an effort to mitigate high wastewater collection and treatment system flow conditions.

#### 1.2.1 Project Area

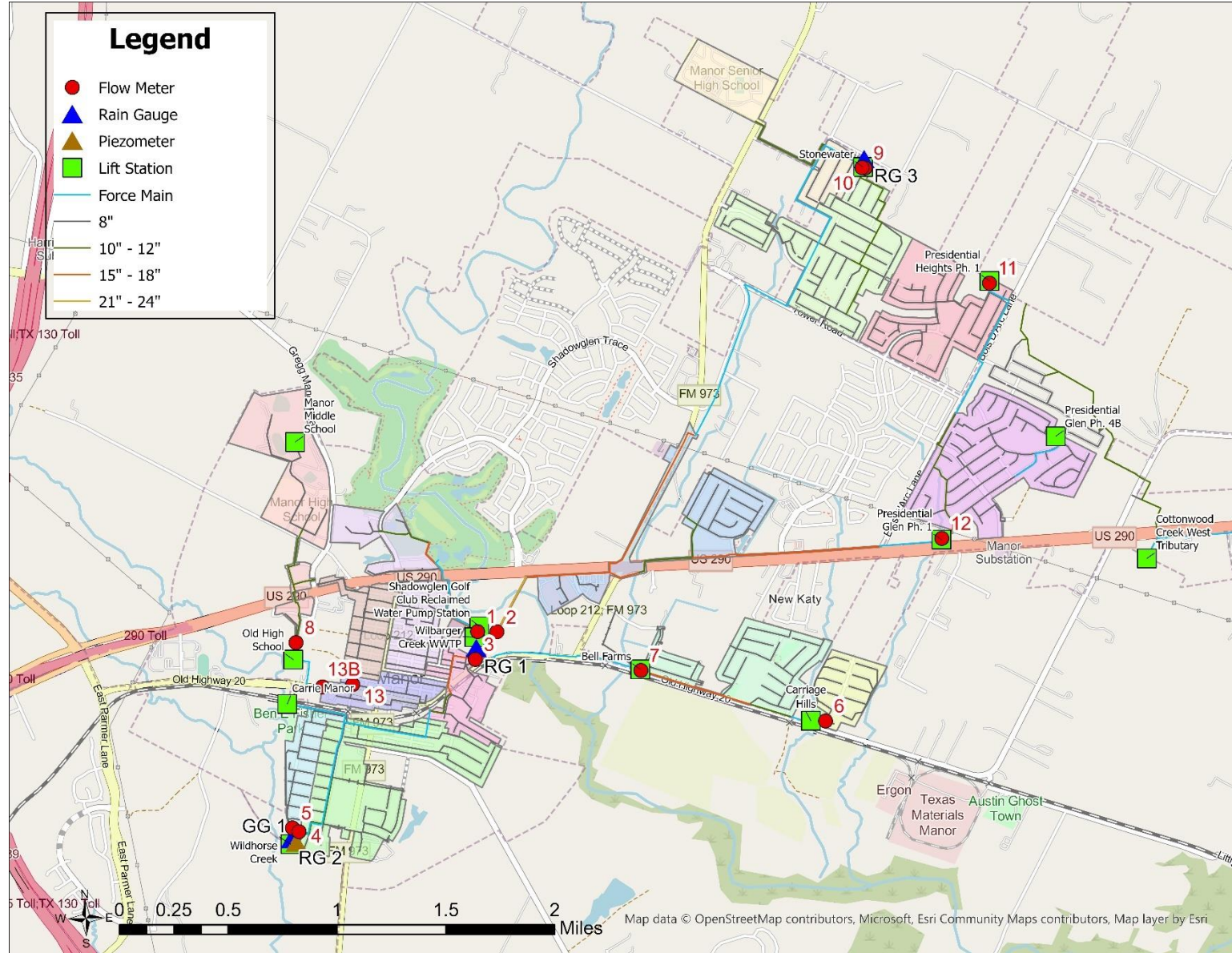
Flow monitoring locations were selected in order to meet project objectives. These locations encompass areas located within the City of Manor. The project area was divided into 13 basins. Basins were selected based upon optimal partitioning of the system to isolate I&I areas of suitable size for analysis of the entire system. The 13 basins are shown on Figure 1.

The study area included facilities within the Gilleland Creek, Wilbarger Creek, and Cottonwood watersheds. However, wastewater collected from the Cottonwood watershed is pumped into the Wilbarger Creek watershed. Therefore, analysis was conducted as only Gilleland Creek and Wilbarger Creek watersheds.

The City's Wilbarger Creek Wastewater Treatment Plant (WWTP) is located at 547 Llano Street. Reducing the amount of I&I in the project area will reduce the stress on this WWTP during wet weather events.

The pipe sizes throughout the project area range from six (6) inches to twenty-four (24) inches with a majority of the pipes being poly-vinyl chloride (PVC).

Figure 1 – Project Area Overview



## 2 METERING PLAN, INSTALLATION, AND SERVICING

### 2.1 Metering Plan

The metering plan for the City of Manor, TX flow monitoring included 13 flow meter sites, 1 groundwater depth gauge, and 3 rain gauges. The flow meter sites included 9 sites within the Wilbarger Creek watershed. The remaining 5 flow monitoring sites monitored flows within the Gilleland Creek watershed. The groundwater gauge was within the Gilleland Creek watershed.

Site investigations at monitoring sites were conducted prior to and during installation. All meter sites are listed in Table 1. The watershed and basins are shown in Figure 2. Figure 3 and Figure 4 show a more focused picture of the meter sites, rain gauges, and groundwater gauge locations.

### 2.2 Installation and Servicing of Meters

Installation of the 13 flow meters began on 8/30/2021 and was completed by 9/1/2021. Site 13's installation was delayed until 9/13/2021 due to construction rehabilitation of sanitary sewer at the intended site. Site 13 was originally installed in manhole O10-068 which is 3 manholes upstream of the intended manhole O09-007. Once construction was completed the meter at Site 13 was relocated to manhole O09-007 on 10/26/2021 and was renamed Site 13B.

The monitoring equipment was inspected and checked biweekly to download data and collect manual measurements for velocity and depth adjustments. The flow meters were synchronized to collect data on a 5-minute interval and on a concurrent basis. Flow monitoring was conducted for a 90-day period. Flow meters were removed beginning 11/29/2021 and completed by 12/1/2021.

Rainfall monitoring was done using three locations that were selected to accurately represent the rainfall received in each basin. Rain gauge locations are listed in Table 2.

### 2.3 System Characteristics

Flow monitoring sites were selected to isolate areas in the system and establish basin flow characteristics. A basin inventory for each meter site including acreages, sewer footages tributary to the meter sites, and inch-diameter mile totals is comprised in Table 3. A basin flow schematic diagram was created to represent the established basins. This schematic shows how meters and basins are inter-connected. The basin flow schematic is provided on Figure 5.

**Table 1 – Flow Monitoring Site Summary**

Meter Site ID	Watershed	Address	Manhole Number	Metered Segment	Pipe Diameter (in)	Installation Date	Data Start Date	Data End Date	Metered Days	Equipment
1	Wilbarger Creek	547 Llano St.	N10-002	N10-002_N10-001	24	8/31/21	9/1/21	12/1/21	91	ISCO 2150 - A/V Sensor
2	Wilbarger Creek	546 Llano St.	N11-003	N11-004_N11-003	24	8/30/21	9/1/21	12/1/21	91	ISCO 2150 - A/V Sensor
3	Wilbarger Creek	Gregg St.	O10-027	O10-027_011-004	15	8/30/21	9/1/21	11/30/21	90	ISCO 2150 - A/V Sensor
4	Wilbarger Creek	11806 Athens St.	P09-034	P09-035_P09-034	12	8/31/21	9/1/21	11/30/21	90	ISCO 2150 - A/V Sensor
5	Wilbarger Creek	11813 Athens St.	P09-002	P09-003_P09-002	8	8/31/21	9/1/21	11/30/21	90	ISCO 2150 - A/V Sensor
6	Wilbarger Creek	13300 Prairie Sage Cv.	O13-007	O13-007_O13-006	8	8/30/21	9/1/21	11/30/21	90	ISCO 2150 - A/V Sensor
7	Wilbarger Creek	FM Rd. 973	O12-001	O12-002_O12-001	15	8/31/21	9/1/21	11/30/21	90	ISCO 2150 - A/V Sensor
9	Wilbarger Creek	15009 Talus Rd.	I13-026	I13-027_I13-026	12	9/1/21	9/1/21	11/29/21	89	ISCO 2150 - A/V Sensor
10	Wilbarger Creek	15010 Talus Rd.	I13-002	I13-003_I13-002	12	9/1/21	9/1/21	11/29/21	89	ISCO 2150 - A/V Sensor
11	Wilbarger Creek	Jared Argo Cv.	J14-021	J14-022_J14-021	8	9/1/21	9/1/21	11/29/21	89	ISCO 2150 - A/V Sensor
12	Wilbarger Creek	13424 US HWY 290	M14-002	M14-003_M14-002	15	9/1/21	9/1/21	12/1/21	91	ISCO 2150 - A/V Sensor
8	Gilleland Creek	11616 US HWY 290	N09-001	N09-002_N09-001	12	9/1/21	9/1/21	11/30/21	90	ISCO 2150 - A/V Sensor
13	Gilleland Creek	209 Parsons St.	O10-068	O10-079_O10-068	12	9/13/21	9/13/21	10/26/21	43	ISCO 2150 - A/V Sensor
13B	Gilleland Creek	409 Parsons St.	O09-007	O09-008_O09-007	12	10/26/21	10/26/21	11/30/21	35	ISCO 2150 - A/V Sensor

Notes

Color indication of Wilbarger Creek watershed

Color indication of Gilleland Creek watershed

(1) Site 13 was installed at a later date due to rehabilitation at the intended metered site MH 009-007. Site 13 was located in MH O10-068 which was 3 manholes upstream of MH 009-007.

(2) Site 13B was installed in MH 009-007 on 10/26/21 after wastewater rehabilitation project was completed.

**Table 2 – Rain Gauge Summary**

Rain Gauge ID	General Location
RG 1	Wilbarger Creek Sludge Processing Plant
RG 2	Wildhorse Creek Lift Station Site
RG 3	Stonewater North Lift Station Site

Figure 2 – Wilbarger Creek & Gilleland Creek Watersheds

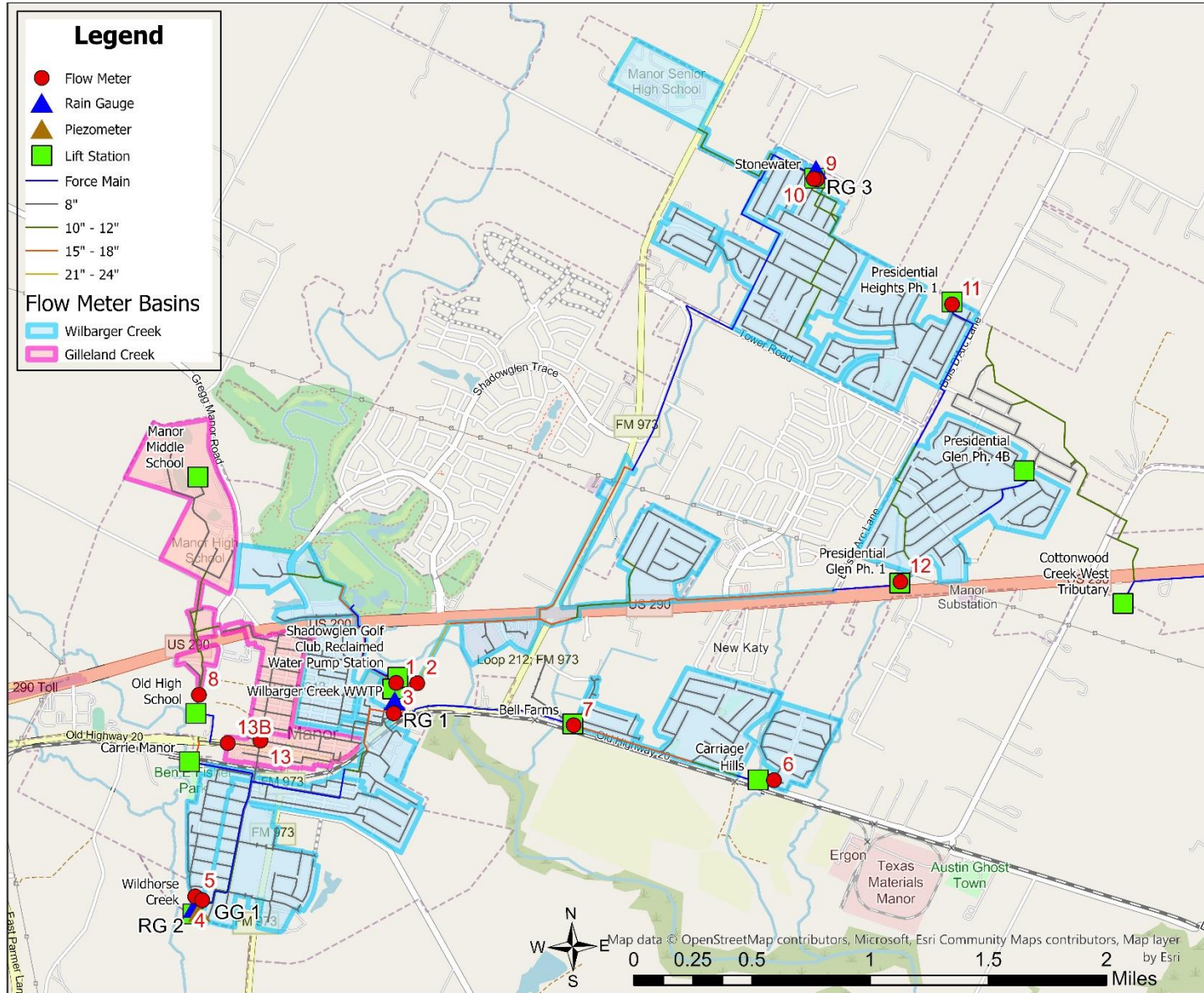


Figure 3 – Flow and Rainfall Monitoring Locations

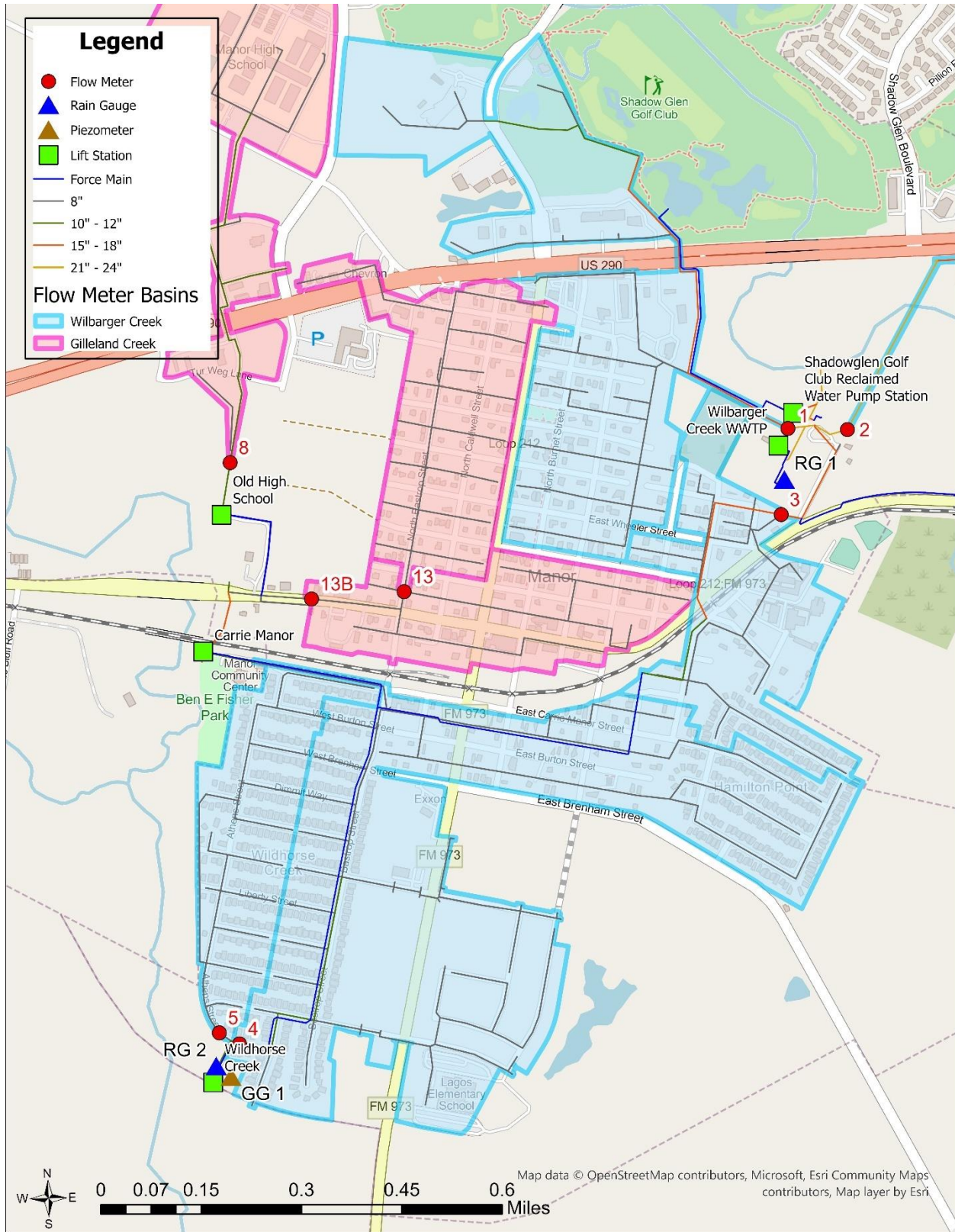




Figure 4 – Flow and Rainfall Monitoring Locations (Cont'd)

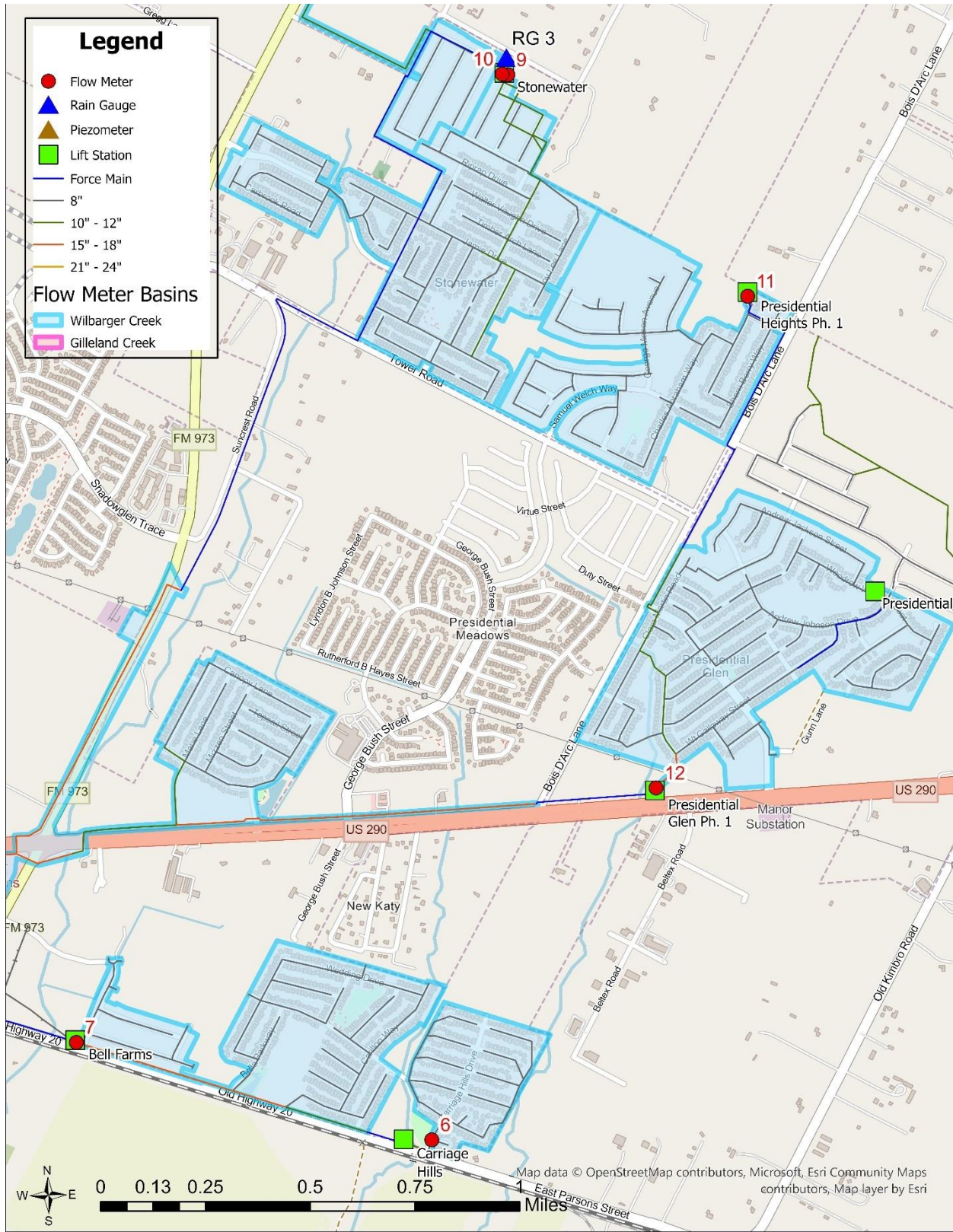
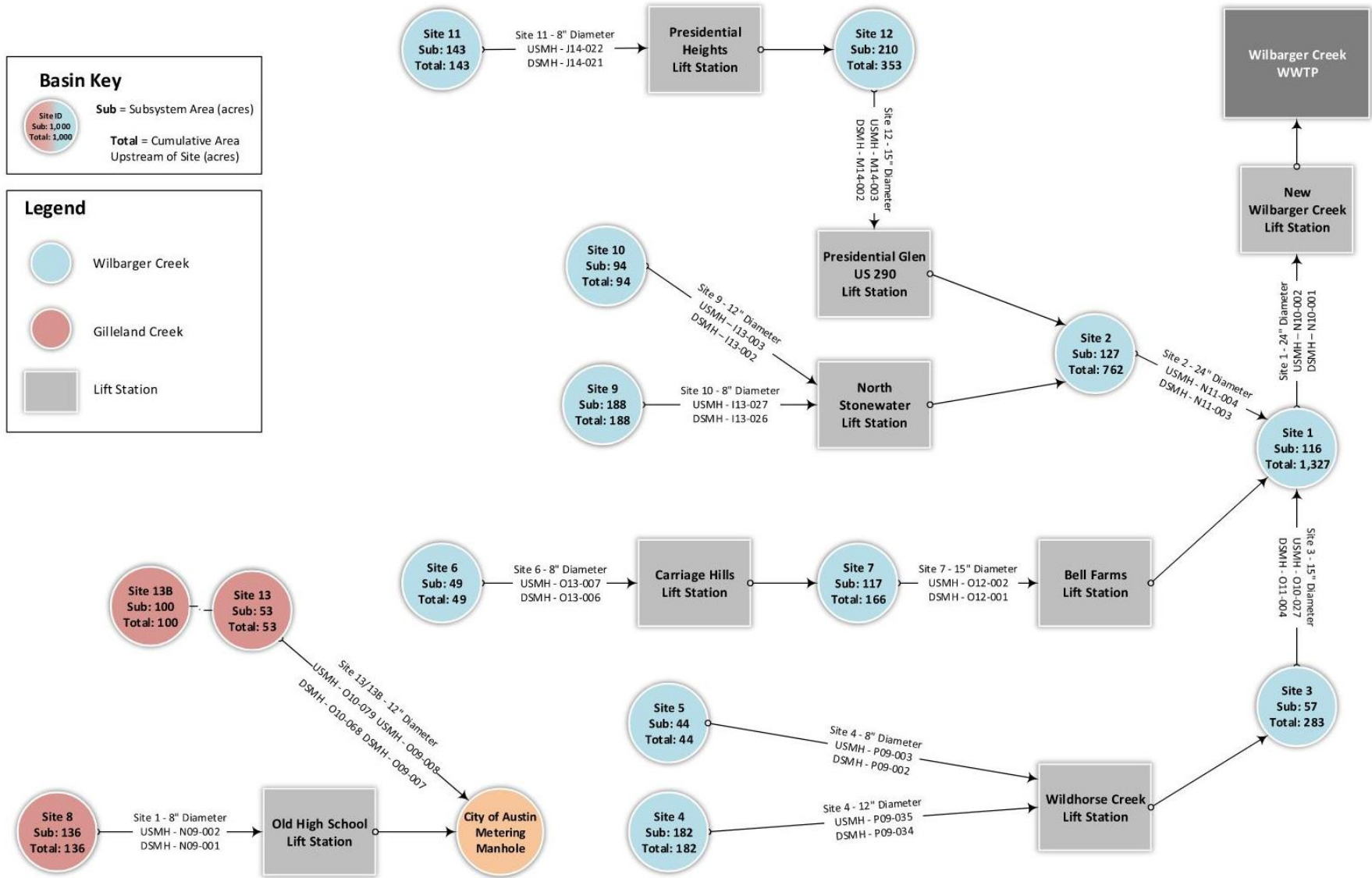


Figure 5 – City of Manor Subsystem Flow Diagram



**Table 3 – City of Manor Subsystem Characteristics**

Basin ID	Subsystem Area (acres)	Cumulative Area (acres)	Subsystem Sewer (ft)	Cumulative Sewer (ft)	Subsystem IDM <sup>(1)</sup>	Cumulative IDM <sup>(1)</sup>
1	116	1,327	16,952	213,574	28	359
2	127	762	26,795	118,106	62	209
3	57	283	10,109	48,235	15	71
4	182	182	28,561	28,561	41	41
5	44	44	9,565	9,565	15	15
6	49	49	8,913	8,913	14	14
7	117	166	21,368	30,281	37	51
9	188	188	32,180	32,180	52	52
10	94	94	7,502	7,502	14	14
11	143	143	18,415	18,415	28	28
12	210	353	33,214	51,629	53	81
8	136	136	10,205	10,205	17	17
13	53	53	10,172	10,172	13	13
13B	100	100	17,588	17,588	22	22

Notes:

(1) IDM = inch-diameter miles, a benchmark used to quantify total amount of sanitary sewer pipe in each subsystem. It is found by taking the product of the diameter in inches and multiplying it by the length in miles.

### 3 EVALUATION OF COLLECTED DATA

#### 3.1 Manual Field Measurements

Manual measurements for level and velocity were taken at the metering sites to compare to meter readings. The manual measurements were used to calibrate the flow monitoring data. Adjustments to level and/or velocity could be made in the field but were generally made in the office. Adjustments were made in the field only when excessive discrepancies were identified. The relative accuracy of the collected flow data can be evaluated by comparison of real-time flow meter readings and manually obtained flow-profiling data. These measurements have a generally accepted percentage error of 10 percent. This error is compounded under the following conditions: high velocity (3 feet per second (fps) and higher), low velocity (1 fps and lower), low level (less than 1 inch), or silting conditions in the pipe. Manual field measurements compared to meter readings are summarized for each flow monitoring site in the Appendix.

#### 3.2 Mass Balance Checks

Mass balance checks were performed during flow monitoring as a quality assurance measure. These checks involved summing daily flows at each meter site throughout the monitoring period and comparing upstream to downstream base flows for connected meter sites. Daily volumes from flow meter data were calculated and summarized. The mass balance was conducted to provide assurance that recorded flows were reasonably accurate. A summary of the mass balance performed is provided in Table 4.

There were two places in the project area where the mass flow balance showed negative values, which is not expected. Negative values indicate potential issues in data quality or system connectivity.

- Site 1 Subsystem
  - Most daily flow volumes at Site 1 Subsystem are positive.
  - Some subsystem calculations for the last half of November resulted in negative volumes. Site 1 was an interior basin (other meters are monitoring flow upstream of this site's meter) and is one of the most downstream sites monitored as part of the project. This means it receives flow from many different sites upstream of it, which makes it difficult to identify where the imbalance originates. Due to the number of upstream meters, any small errors in upstream data are compounded and can result in an imbalance.
- Site 2 Subsystem
  - There are several days that the average flow recorded at Site 2 is less than the combined cumulative flow recorded at the meters directly upstream of it.
  - Site 2 is an interior basin (other meters are monitoring flow upstream of this site's meter) and is one of the most downstream sites monitored as part of the project. This means it receives flow from many different sites upstream of it, which makes it difficult to identify where the imbalance

originates. Due to the number of upstream meters, any small errors in upstream data are compounded and can result in an imbalance.

- Site 3 Subsystem
  - There are several days that the average flow recorded at Site 3 is less than the combined cumulative flow recorded at the meters directly upstream of it.
  - Site 3 is an interior basin and is downstream of Site 4 and Site 5 which were monitored as part of the project. The flow is pumped in via the Wildhorse Creek lift station. The data reflects the “on” and “off” cycling of pumps. This could lead to flow discrepancies due to the meter’s average recordings.
  
- Site 13 and 13B Flows
  - The flows at site 13 were higher than flows at the downstream location Site 13B. The flows at Site 13 had much higher velocities and had multiple backups due to downstream bottleneck. The surcharging is attributed to a bottleneck and/or construction activities. Completion of Bastrop/Parsons CIP S-32 wastewater line upsizing eliminated system bottlenecks and allowed for relocation of meter from interim Site 13 to 13B.
  - Due to the bottleneck issues and construction activities, more confidence is placed in the downstream meter Site 13B flow data.





### 3.3 Surcharge Conditions

Surcharge is the depth of water in a sewer that exceeds the top of the pipe. Surcharge occurred in 8 of the 14 sites for the 2021 flow monitoring period.

Surcharge conditions are less desirable than gravity flow conditions to measure peak flows in sanitary sewer systems. However, many of the recorded surcharge events provided good hydrographs and provided data for I&I volume measurements. Maximum surcharge depth levels and duration of the surcharge was documented. For each surcharge event, a backup or pressure flow designation was assigned. The backup designation means that the surcharge elevation is impacted by downstream capacity limitations and is based on significant slowing of velocities as depths are increasing. Pressure flow is when velocities are increasing as levels are rising. This indicates that downstream conditions are not restricting flow. A summary of surcharge recordings for each site are provided in Table 5.

Most of the surcharging was due to backing up from downstream restrictions. Several sites are just upstream of lift stations. Backups at sites near lift stations was a common occurrence during wet weather and dry weather. The maximum surcharge caused by lift station backup was 164 inches at Site 12 during dry weather. The 11/21/2021 Dry Weather surcharge to 164" at Site 12 was attributed pump malfunction (only one pump was running) at the Presidential Glen Lift Station. Other sites that surcharged due to lift stations and wet weather were Sites 1, 2, 3, 7, 9, and 10. These lift stations should be reviewed to determine if residents are or could be impacted by possible backup of overflows. The pump stations should also be examined to see if pumps are functioning properly (debris buildup and or blockages), and that operational set points are correct so that the pipes do not surcharge during normal pump cycles.

Site 13 was not close to a pump station and experienced 4 dry weather surcharges. It is suspected to be related to the downstream construction. Construction crews could have been plugging the line downstream of site 13 or bypass pumping during the monitoring causing backups. The construction was upsizing an 8" line to 12" as well. It is possible the 8" downstream of 12" caused a bottleneck. The pipe upsizing project was conducted to alleviate known bottlenecks in the system along Parsons and Bastrop streets. The meter was relocated to Site 13B on 10/26/2021. There were no surcharges at relocated Site 13B.



**Table 5 – Surcharge Summary**

Site	Diameter (in.)	Date of Storm	9/6/2021	9/10/2021	9/14/2021	9/20/2021	9/23/2021	9/28/2021	10/7/2021	10/13/2021	10/19/2021	11/3/2021	11/21/2021
			Total Storm Rainfall (in.)	Dry Weather Surcharge	Dry Weather Surcharge	Dry Weather Surcharge	Dry Weather Surcharge	1.65"	Dry Weather Surcharge	3.15"	Dry Weather Surcharge	1.89"	Dry Weather Surcharge
		Storm Duration (hrs.)	0.58					7.92		6.00		16.83	
1	24	Depth from Invert (in.)	-	-	-	-	-	-	-	37.43 (B)	-	66.63 (B)	-
2	24	Depth from Invert (in.)	-	-	-	-	-	-	-	-	-	45.12 (B)	-
3	15	Depth from Invert (in.)	-	-	-	-	-	-	-	17.47 (B)	-	24.74 (B)	-
7 <sup>(1)</sup>	15	Depth from Invert (in.)	-	-	-	-	-	-	-	27.54 (B)	47.67 (B)	-	-
9	12	Depth from Invert (in.)	23.15 (P)	-	-	-	-	-	-	-	-	-	-
10	12	Depth from Invert (in.)	24.14 (B)	-	-	-	-	-	-	-	-	-	-
12 <sup>(2)</sup>	15	Depth from Invert (in.)	-	32.56 (B)	-	-	-	-	-	-	-	-	164.49 (B)
13 <sup>(3)</sup>	12	Depth from Invert (in.)	-	-	13.18 (B)	26.86 (B)	23.18 (B)	55.47 (B)	18.39 (B)	18.71 (B)	-	-	-

- (1) The dry weather surcharge at Site 7 on 10/19/2021 is attributed to a singular pump control float malfunction event at the Bell Farms lift station.
- (2) The dry weather surcharge at Site 12 on 11/21/2021 is attributed to a pump tripping out (only one pump was working at the time) at the Presidential Glen lift station.
- (3) Surcharging is attributed to a bottleneck and/or construction activities. Completion of Bastrop/Parsons CIP S-32 wastewater line upsizing eliminated system bottlenecks and allowed for relocation of meter from interim Site 13 to 13B on 10/26/2021.
- (P) Denotes pressurized flow caused by lack of capacity  
(flow velocities generally increase as flow depths increase)
- (B) Denotes flow backup caused by downstream restriction  
(flow velocities generally decrease as flow depths increase)

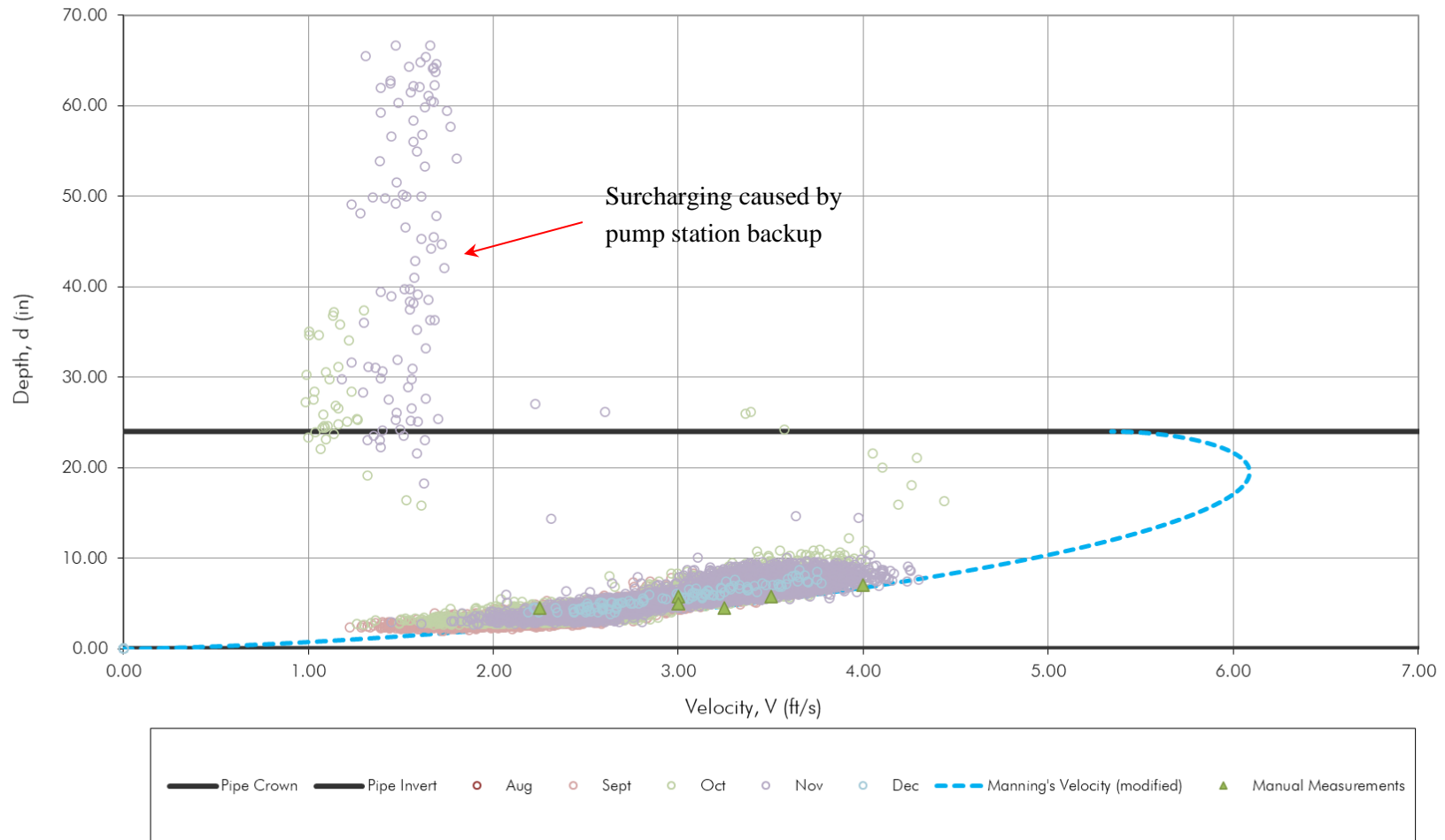
### 3.4 Pump Station Considerations

Most flow monitoring sites were upstream of pump stations within the system. Many of the flow sites were impacted by the pump stations. The pump stations caused system backups during dry and wet weather. When the flow backs up into the system from pump stations, it can cause surcharging and flow depths that exceed top of pipe. Surcharging can lead to backups into residents or overflows out of the system through manhole lids or the pump station wet well itself. The example scattergraph for Site 1 shown in Figure 6 demonstrates the impact of the pump station on the flow site. The y-axis is the depth of flow, and the x-axis is the velocity. The depth and velocity points show how during peak wet weather flow the velocities greatly slow down and depths dramatically increase. This represents downstream capacity restrictions most likely caused by the Wilbarger Creek Lift Station.

Pump station backup during wet weather is common when base flows are greatly exceeded by peak flows. Also, some surcharging is OK if surcharging is kept to a minimum. Dry weather backup from pump stations is usually caused by pump station malfunctions caused by things like electric disturbance, grease, or part failures. The pump station backup issues need to be investigated to provide safety to the public and environment.

Figure 6 – Example Scattergraph (Site 1)

**SITE 1 SCATTERGRAPH  
(MH N10-002) 24"**



## 4 FLOW AND RAINFALL MONITORING DATA ANALYSIS

This fall 2021 flow monitoring collected data from 14 flow meter sites to isolate subsystems contributing sanitary sewer flow within the City of Manor, TX. The information gathered was used to:

- Analyze flow and rainfall monitoring data.
- Determine Average Daily Dry Weather Flow (ADDF).
- Determine high groundwater infiltration.
- Determine inflow.
- Conduct a volumetric analysis.

Detailed results for each flow monitoring site are provided in the Appendix.

### 4.1 Selection of Data for Analysis

The collected flow and rainfall data were reviewed for each monitoring site and representative days were selected for investigation of dry weather flow (ADDF) periods, high groundwater infiltration flow periods, and peak storm inflow periods. Storms chosen for detailed flow analysis were selected based on high rainfall depths throughout the sub-systems. A number of factors were considered when selecting storm events for detailed analysis. These factors included:

- Total measured rainfall (typically greater than 0.20 in. but preferably 0.5 in.).
- Peak rainfall intensity (typically greater 0.30 in/hr).
- Consistent base flow before and after storm events (typically a period of three days before and after a storm).
- Flow monitoring data showed a measurable reaction (typically a peak flow measuring at least twice where the base flow would be).
- Flow monitor did not measure surcharge conditions.
- Interval between storm events (typically at least three days or enough time to allow flows to return to base flow levels).

### 4.2 Analysis of Rainfall Data

Historical rainfall data provided by the National Oceanic and Atmospheric Administration's (NOAA) National Weather Service was used as a point of comparison. The total annual average rainfall for the City of Manor is 36.33 inches. NOAA Atlas 14 Point Precipitation Frequency Estimates were referenced as well. A summary of the probability that a storm event with a particular recurrence interval will not be equaled or exceeded during a specified period is presented with historical data on average monthly rainfall amounts, total annual rainfall, and normal expected rainfall. Table 6 shows the historical rainfall depth-duration-frequency relationships.

**Table 6 – Rainfall Depth-Duration-Frequency Relationship**

Return Period (years)	Total Rainfall (in) for Duration Indicated					
	30 min	1 hr	2 hr	6 hr	12 hr	24 hr
1	1.3	1.6	2.0	2.5	2.8	3.2
2	1.5	2.0	2.4	3.2	3.6	4.1
5	1.9	2.5	3.1	4.1	4.7	5.4
10	2.2	2.9	3.7	5.1	5.8	6.7
25	2.6	3.5	4.6	6.5	7.5	8.6
50	3.0	4.0	5.4	7.7	8.9	10.2
100	3.4	4.6	6.2	9.1	10.6	12.1

Rainfall data for this project was collected from 3 rain gauge sites that were installed by GBA field crews. These gauges are considered representative of the project area and its basin tributary areas. The rain gauges were weighted based on proximity to each flow monitoring site. Table 7 shows the delineation of the percentages for each rain gauge per meter site.

Table 8 through Table 10 provide summaries of the recorded storm events during the monitoring period at the rain gauges. The average total depth of rainfall recorded at the rain gauge sites during the monitoring period was 9.57 inches which is approximately 6.5% less than the 10.24 inches expected for the monitored period in Manor based on the U.S. Climate Data and NOAA historical rainfall data. The average rainfall recorded during September was roughly 52% lower than expected. The month of October experienced about 30% more rainfall than expected. The rainfall recorded for the month of November was just slightly above the expected rainfall amount. Monthly rain gauge totals are compared with expected monthly averages on Figure 7.

The 10/13/21 storm had a 2-year return interval at all three rain gauges. Four of the monitoring sites had backup surcharging from the 3.16” storm. This storm accounts for 62% of the rainfall for the month of October.

**Table 7 – Weighted Rain Gauge Delineation**

<b>Meter Basin ID \ RG ID</b>	<b>RG 1</b>	<b>RG 2</b>	<b>RG 3</b>
<b>1</b>	50%	50%	-
<b>2</b>	50%	50%	-
<b>3</b>	50%	50%	-
<b>4</b>	50%	50%	-
<b>5</b>	50%	50%	-
<b>6</b>	50%	50%	-
<b>7</b>	50%	50%	-
<b>9</b>	-	-	100%
<b>10</b>	-	-	100%
<b>11</b>	-	-	100%
<b>12</b>	-	-	100%
<b>8</b>	50%	50%	-
<b>13</b>	50%	50%	-
<b>13B</b>	50%	50%	-

**Table 8 – Rain Gauge 1 – Rainfall Summary**

Date	Total Storm Rainfall (in)	Time of Peak Rainfall	Peak 15 min. Intensity (in/hr)	Peak 60 min. Intensity (in/hr) <sup>(1)</sup>	Storm Duration (hr)	Storm Time Start	Storm Return Period (years) <sup>(2)</sup>
9/28/21	1.97	9/28/21 21:15	2.04	0.84	6.83	9/28/21 21:00	< 1
10/1/21	1.23	10/1/21 5:05	2.32	1.20	3.58	10/1/21 4:55	< 1
10/11/21	0.47	10/11/21 0:10	0.88	0.45	1.25	10/11/21 0:05	< 1
10/12/21	0.11	10/12/21 17:15	0.12	0.06	14.67	10/12/21 6:20	< 1
10/13/21	3.37	10/13/21 23:10	3.52	1.82	5.92	10/13/21 22:00	< 2
10/27/21	0.92	10/27/21 5:30	2.08	0.78	2.42	10/27/21 5:15	< 1
11/3/21	2.06	11/3/21 10:35	1.08	0.57	16.33	11/3/21 2:10	< 1
11/27/21	0.70	11/27/21 14:25	0.36	0.18	13.92	11/27/21 7:45	< 1
<b>Total<sup>(3)</sup></b>		<b>10.86</b>					

Notes:

(1) The storm intensities are based on the maximum amount of rainfall for a 60-min. period for each storm event

(2) Storm return period based on 60-min. intensities. Source NOAA Atlas 14, Volume 11, Version 2, Precipitation-Frequency Atlas of United States, Manor, TX

(3) Total inches of rainfall recorded; includes trace rain events less than 0.10 inches that are not shown in the table.

(4) The 11/27/21 Storm is from RG3, due to RG1&RG2 being removed 11/26/21

**Table 9 – Rain Gauge 2 – Rainfall Summary**

Date	Total Storm Rainfall (in)	Time of Peak Rainfall	Peak 15 min. Intensity (in/hr)	Peak 60 min. Intensity (in/hr) <sup>(1)</sup>	Storm Duration (hr)	Storm Time Start	Storm Return Period (years) <sup>(2)</sup>
9/28/21	1.33	9/28/21 21:20	0.84	0.57	7.75	9/28/21 21:10	< 1
10/1/21	0.23	10/1/21 5:10	0.48	0.19	3.67	10/1/21 4:55	< 1
10/11/21	0.50	10/11/21 0:50	0.84	0.48	1.17	10/11/21 0:05	< 1
10/12/21	0.12	10/12/21 17:10	0.16	0.06	10.92	10/12/21 6:15	< 1
10/13/21	2.92	10/13/21 23:10	3.44	1.70	6.00	10/13/21 21:55	< 2
10/27/21	0.85	10/27/21 5:25	1.72	0.73	2.25	10/27/21 5:15	< 1
11/3/21	1.71	11/3/21 10:35	0.72	0.39	16.83	11/3/21 2:10	< 1
11/24/21	0.23	11/25/21 1:00	0.64	0.18	4.92	11/24/21 22:10	< 1
11/27/21	0.70	11/27/21 14:25	0.36	0.18	13.92	11/27/21 7:45	< 1
<b>Total<sup>(3)</sup></b>		<b>8.60</b>					

Notes:

(1) The storm intensities are based on the maximum amount of rainfall for a 60-min. period for each storm event

(2) Storm return period based on 60-min. intensities. Source NOAA Atlas 14, Volume 11, Version 2, Precipitation-Frequency Atlas of United States, Manor, TX

(3) Total inches of rainfall recorded; includes trace rain events less than 0.10 inches that are not shown in the table.

(4) The 11/27/21 Storm is from RG3, due to RG1&RG2 being removed 11/26/21

**Table 10 – Rain Gauge 3 – Rainfall Summary**

Date	Total Storm Rainfall (in)	Time of Peak Rainfall	Peak 15 min. Intensity (in/hr)	Peak 60 min. Intensity (in/hr) <sup>(1)</sup>	Storm Duration (hr)	Storm Time Start	Storm Return Period (years) <sup>(2)</sup>
9/6/21	0.43	9/6/21 15:00	1.40	0.43	0.58	9/6/21 14:50	< 1
9/28/21	1.68	9/28/21 21:25	1.84	0.77	6.92	9/28/21 20:50	< 1
10/1/21	0.28	10/1/21 5:20	0.36	0.21	3.50	10/1/21 5:10	< 1
10/11/21	0.35	10/11/21 0:50	0.76	0.33	1.25	10/11/21 0:05	< 1
10/13/21	3.20	10/13/21 23:10	3.24	1.64	15.00	10/13/21 22:00	< 2
10/27/21	0.62	10/27/21 5:35	1.32	0.49	2.33	10/27/21 5:20	< 1
11/3/21	1.79	11/3/21 9:25	0.92	0.50	10.67	11/3/21 8:05	< 1
11/24/21	0.14	11/25/21 1:10	0.24	0.10	4.33	11/24/21 22:45	< 1
11/27/21	0.70	11/27/21 14:25	0.36	0.18	13.92	11/27/21 7:45	< 1

<b>Total<sup>(3)</sup></b>	<b>9.26</b>						
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Notes:

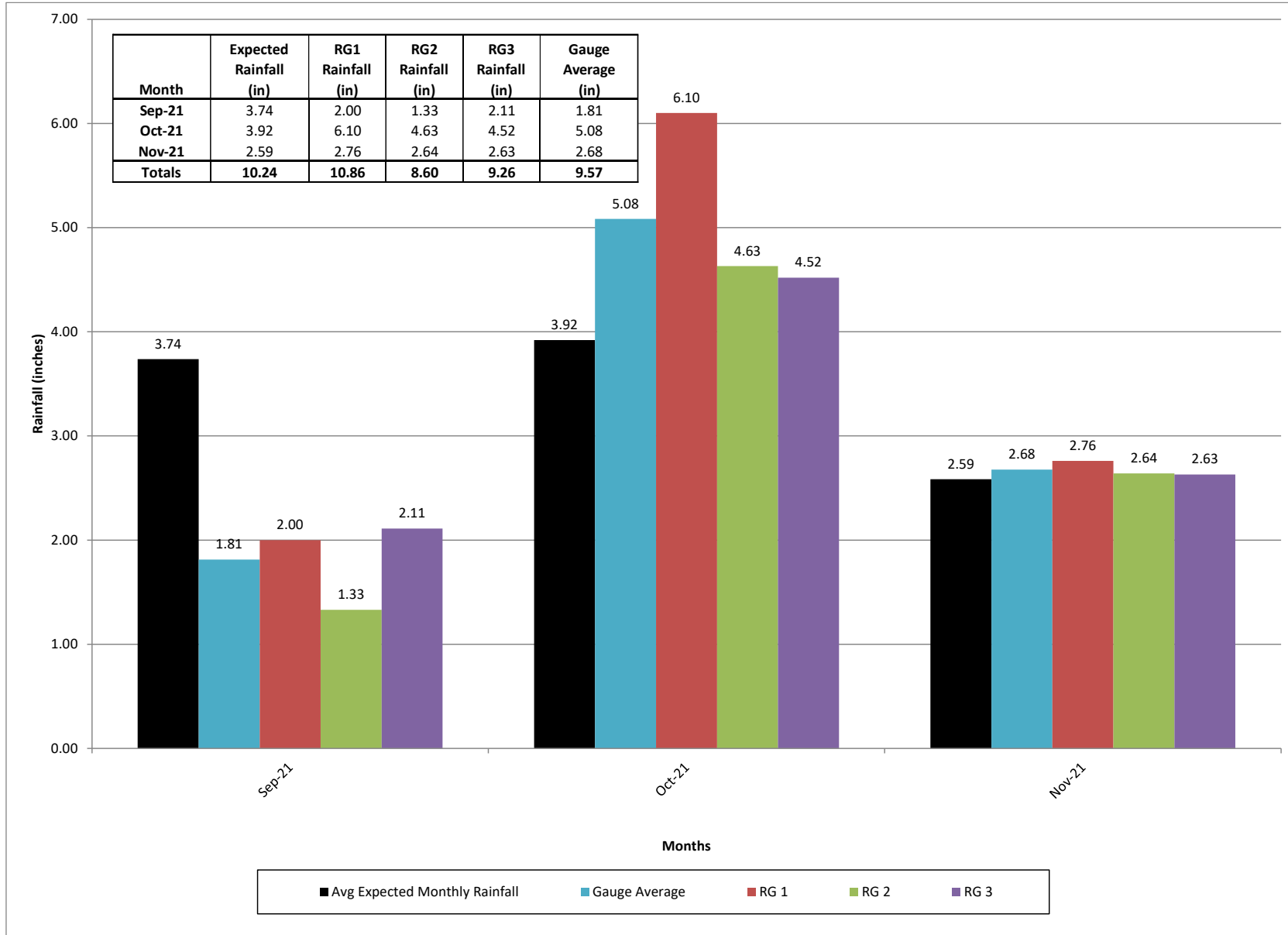
(1) The storm intensities are based on the maximum amount of rainfall for a 60-min. period for each storm event

(2) Storm return period based on 60-min. intensities. Source NOAA Atlas 14, Volume 11, Version 2, Precipitation-Frequency Atlas of United States, Manor, TX

(3) Total inches of rainfall recorded; includes trace rain events less than 0.10 inches that are not shown in the table.



Figure 7 – Measured Versus Expected Monthly Average Rainfall



### 4.3 Average Daily Dry Weather Flow (ADDF)

Average Daily Dry Weather Flow (ADDF) is defined as the normal wastewater flow generated in the sanitary sewer system during dry weather conditions. This flow includes wastewater production and permanent infiltration naturally present during dry conditions with low groundwater levels. This flow does not include rainfall-induced infiltration and inflow. The ADDF rate can be measured directly during dry weather/low groundwater conditions. The instantaneous ADDF rate varies throughout each day with the highest rates normally observed near 8:00 a.m. and 6:00 p.m.

The ratio of peak instantaneous flow to ADDF is the ADDF peaking factor and is typically determined from representative flow data days. The best way to measure ADDF is in gallons per day per inch-diameter-mile (IDM) which creates an even comparison between basins, regardless of the length or diameters of sewers within them. A summary of ADDF for each subsystem is shown in Table 11.

Table 11 – ADDF Summary

Basin ID	Subsystem Area (acres)	Cumulative Area (acres)	Subsystem ADDF (mgd)	Cumulative ADDF (mgd)	Peaking Factor	Cumulative Peak ADDF (mgd) <sup>(1)</sup>	Subsystem ADDF per Acre (gpd/acre)	Cumulative ADDF per Acre (gpd/acre)	Subsystem ADDF per IDM (gpd/IDM)	Cumulative ADDF per IDM (gpd/IDM)
1	116	1,327	0.176	0.821	1.650	1.355	1,519	619	6,294	2,288
2	127	762	-0.016	0.310	1.717	0.532	-123	407	-252	1,483
3	57	283	-0.021	0.152	2.096	0.319	-374	537	-1,421	2,141
4	182	182	0.138	0.138	1.641	0.227	760	760	3,372	3,372
5	44	44	0.035	0.035	1.882	0.066	797	797	2,339	2,339
6	49	49	0.063	0.063	1.624	0.103	1,293	1,293	4,526	4,526
7	117	166	0.120	0.183	1.429	0.262	1,023	1,103	3,235	3,590
9	188	188	0.074	0.074	1.945	0.143	392	392	1,417	1,417
10	94	94	0.068	0.068	1.607	0.110	728	728	4,891	4,891
11	143	143	0.133	0.133	1.578	0.210	932	932	4,758	4,758
12	210	353	0.050	0.183	1.971	0.362	239	520	948	2,265
8	136	136	0.052	0.052	1.388	0.071	379	379	3,031	3,031
13	53	53	0.068	0.068	1.551	0.106	1,289	1,289	5,256	5,256
13B	100	100	0.028	0.028	1.736	0.048	276	276	1,256	1,256

Notes:

(1) Cumulative Peak ADDF is the product of the Cumulative ADDF and the ADDF Peaking Factor.

(2) Subsystem calculations for Site 2 and Site 3 resulted in negative values. Both sites are interior basins which can result in negative flows due to limitations of meter accuracy and site conditions.

#### 4.4 Infiltration

Infiltration is defined as flows entering the wastewater collection system through defects below ground such as defective pipes, pipe joints, and manholes as well as the quantity and severity of these defects. The rate of infiltration depends on the depth of groundwater above the defects, as well as the percentage of the collection system below the groundwater table. The variation in groundwater levels and subsequent infiltration is seasonal and weather dependent. Since the groundwater levels are normally a relative constant over periods of several days, the peak infiltration can be considered as the maximum infiltration, which occurs during the maximum groundwater period of the year. To determine high groundwater infiltration, flow data from the day following significant storm events were analyzed. The hydrographs were examined to verify inflow had subsided. If inflow had not subsided, the flow from the next day was used to determine infiltration. The total flow measured during these infiltration periods included ADDF plus infiltration flow. Infiltration flow was determined by subtracting the ADDF from the total flow measured during the infiltration periods. Night flow readings were used for the analysis since the least temporal variation in base flow occurred during this period. Infiltration is calculated by subtracting the minimum three-hour flow during ADDF week from the minimum three-hour flow during an infiltration day.

Some common inflow and infiltration source examples are shown on Figure 8. The difference between ADDF, inflow, and infiltration is further demonstrated graphically on Figure 9.

The infiltration parameters are shown for each subsystem for the flow monitoring period in Table 12 and Figure 10. Subsystems with excessive infiltration were based on an infiltration rate above 2,500 gpd/IDM. The 2,500 gpd/IDM threshold is based on GBA's historical flow monitoring observations and experience. Four subsystems indicated having excessive infiltration based on an infiltration rate above the 2,500 gpd/IDM for the monitoring period. One of those four is Basin 13 which has poor data quality confidence due to bottleneck and construction activities. Basins 6 & 7 have the highest subsystem infiltration rates.

Figure 8 – Inflow and Infiltration Sources

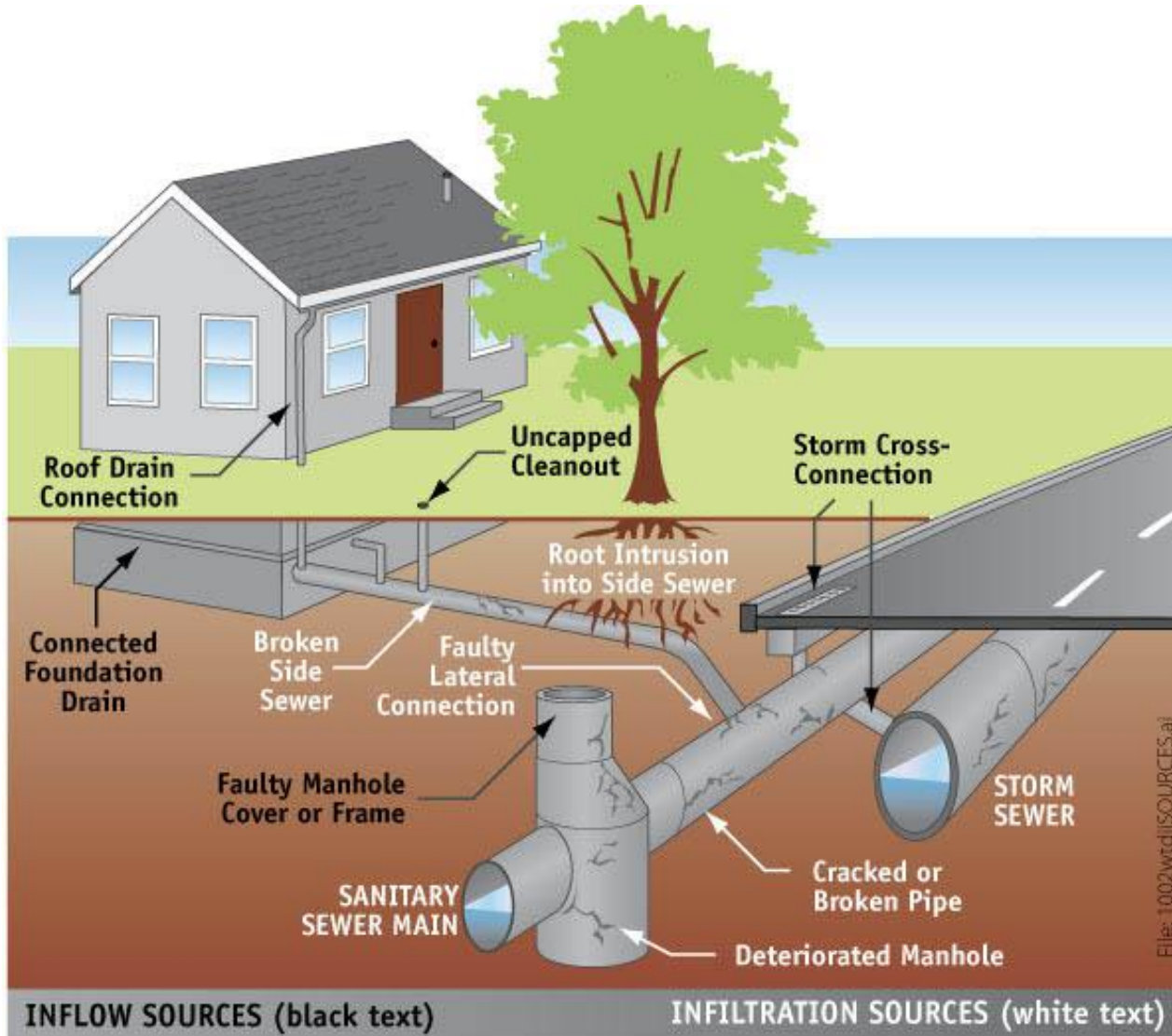
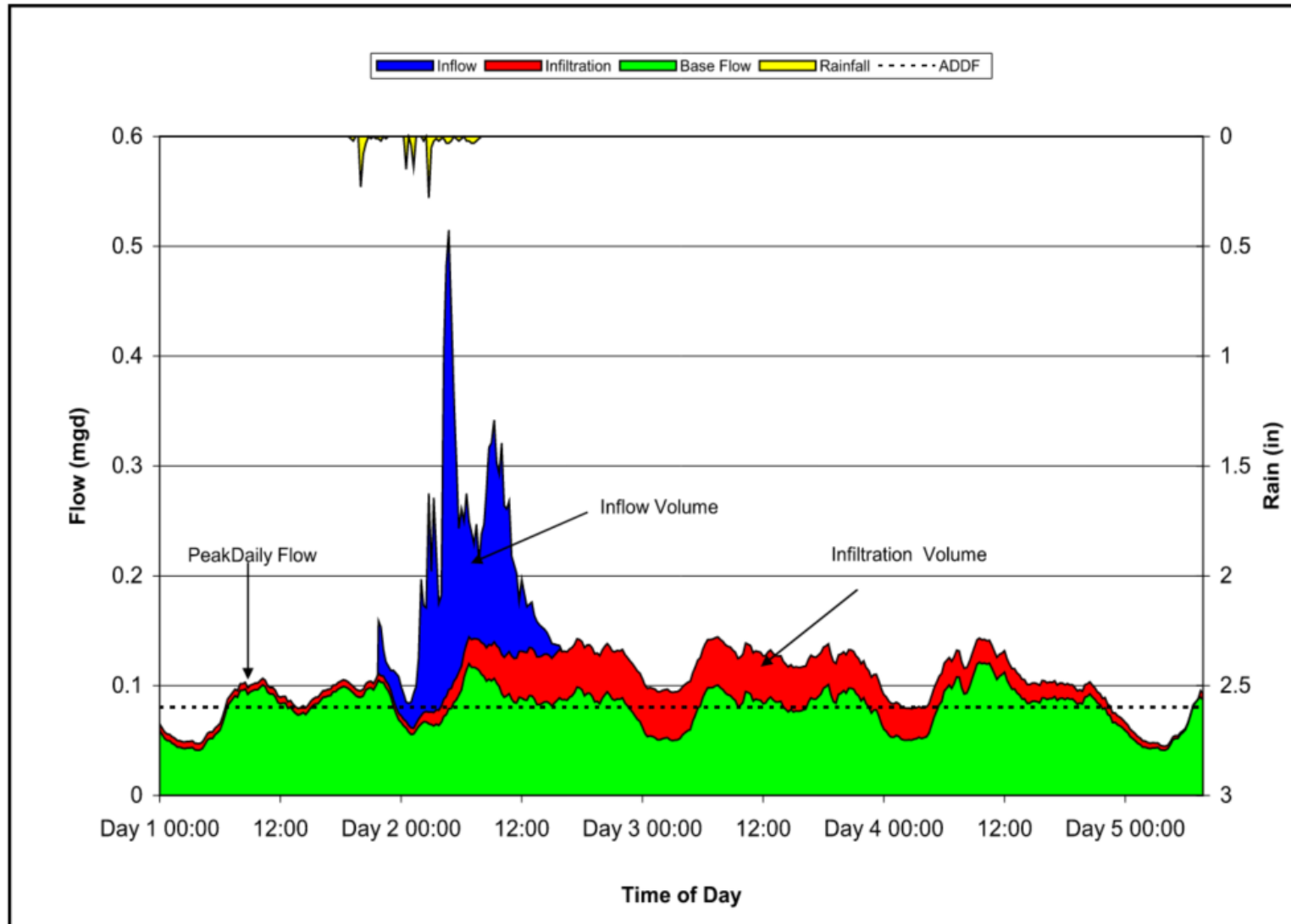


Figure 9 – Graphical Illustration of I&I Components



**Table 12 – Infiltration Summary**

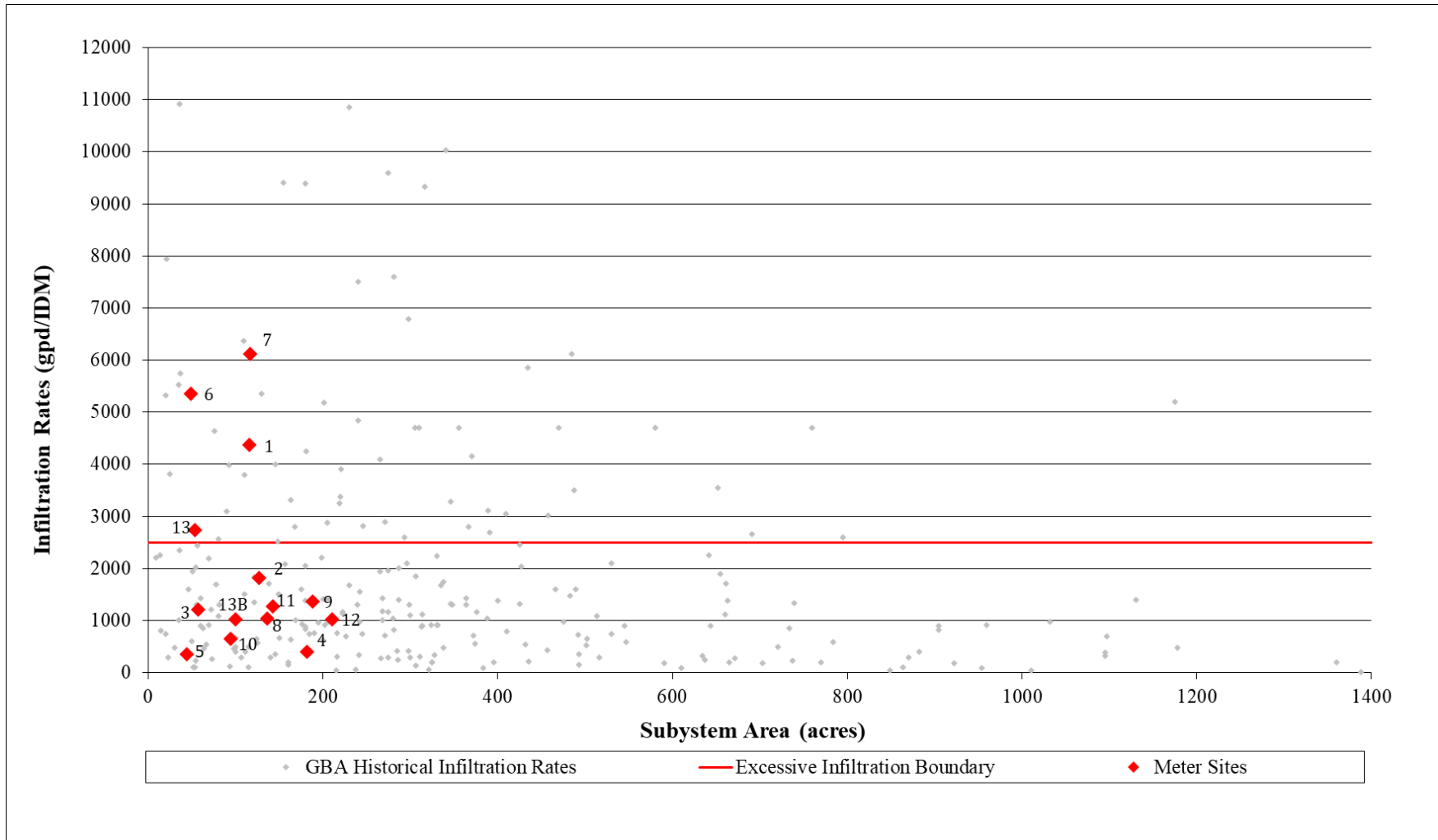
Basin ID	Subsystem Area (acres)	Cumulative Area (acres)	Subsystem IDM	Cumulative IDM	Subsystem Infiltration (mgd)	Cumulative Infiltration (mgd)	Subsystem Infiltration Rate (gpd/IDM) <sup>(1)</sup>	Cumulative Infiltration Rate (gpd/IDM)	Cumulative Infiltration per Acre (gpd/acre)	Infiltration Ranking <sup>(2)</sup>
1	116	1,327	28	359	0.122	0.747	4,366	2,080	563	3
2	127	762	62	209	0.113	0.283	1,817	1,353	371	5
3	57	283	15	71	0.018	0.040	1,203	564	142	8
4	182	182	41	41	0.017	0.017	407	407	92	13
5	44	44	15	15	0.005	0.005	356	356	121	14
6	49	49	14	14	0.075	0.075	5,362	5,362	1,532	2
7	117	166	37	51	0.226	0.302	6,121	5,912	1,816	1
9	188	188	52	52	0.071	0.071	1,368	1,368	378	6
10	94	94	14	14	0.009	0.009	655	655	98	12
11	143	143	28	28	0.036	0.036	1,270	1,270	249	7
12	210	353	53	81	0.054	0.090	1,023	1,108	254	11
8	136	136	17	17	0.018	0.018	1,040	1,040	130	9
13	53	53	13	13	0.036	0.036	2,742	2,742	673	4
13B	100	100	22	22	0.023	0.023	1,029	1,029	226	10

Notes:

(1) Excessive Infiltration (over 2,500 gpd/IDM) highlighted.

(2) Ranking based on Subsystem Infiltration Rate (gpd/IDM).

Figure 10 – Excessive Infiltration





## 4.5 Inflow

Inflow is defined as rainfall-related water entering the collection system from sources such as private sewer laterals, downspouts, foundation drains, yard and area drains, storm sump pumps, manhole covers, and cross connections from storm drains. Inflow is directly influenced by the intensity and duration of a storm event and therefore is not a fixed quantity.

A value for the design inflow is not directly calculated. Instead, a constant is calculated based on the storm duration, intensity, and the monitored flow. This constant, “K,” is then used to predict inflow values for different rainfall return intervals. The “K” coefficient accounts for rainfall that enters the sewer system as inflow.

For each selected storm, the peak rainfall, peak flow, and time from peak rainfall to peak flow were used to calculate the “K” value at the flow monitoring point. Values for ADDF and infiltration were subtracted from the peak flow to determine the peak inflow. Once the peak inflow was determined and rainfall intensity was calculated from the rainfall monitoring data, a “K” value was determined. Several “K” values were averaged to arrive at a “K” value for the basin being monitored.

The inflow coefficient “K” for each storm event at each monitoring point was determined by the following formula:

$$K = \frac{Q}{iA}$$

Where:

Q = peak inflow (cfs)

K = inflow coefficient

i = rainfall intensity for selected recurrence interval and time of concentration (in/hr)

A = sewered area (acres)

Interior basins are basins with at least one upstream tributary area. Basin inflow coefficients for interior basins were calculated using measured cumulative flow, tributary basin inflow coefficients and tributary areas. The flow generated within an interior basin must be calculated because measured flow includes the dynamic cumulative effect from all tributary basins. System dynamics considers the time of travel through the sewer system. Each interior basin inflow coefficient was determined using the following weighted coefficient formula.

$$K_t = (K_1A_1 + K_2A_2 + \dots + K_iA_i) / A_t$$

Where:

- $K_t$  = cumulative inflow coefficient
- $K_i$  = tributary basin inflow coefficient
- $A_i$  = tributary sewered basin area (acres)
- $A_t$  = total sewered tributary area (acres)
- $i$  = Number of basins

Exterior basins are basins in which there is no upstream tributary area coming into the basin. The relative accuracy of the “K” coefficient determined for a basin is typically higher for exterior basins that have only one sewer line outlet from the basin monitored. A decrease in the relative accuracy of the “K” coefficient is typical for interior flow basins due to cumulative flow effects. Inflow coefficients may also be skewed in basins that are largely undeveloped or contain pockets of undeveloped area.

A table showing the calculation of inflow for each storm event and calculation of an inflow coefficient at each monitoring location is included in the individual site analysis located in Appendix. The inflow calculations required determining the sewered acreage tributary to the site and a time of concentration, which in turn was determined after review of storm event time of concentrations. Many storm data dates were available that showed measurable inflow responses, which included a minimum of four events to provide an average value at each site.

A summary of inflow parameters for each subsystem is shown in Table 13. The 1-year subsystem inflow rates for each basin were calculated by ratio of 1-year subsystem storm inflow (gpd) to the subsystem’s sewer footage length per 1,000 feet. Based on GBA’s historical data from past flow monitoring projects an excessive subsystem inflow rate boundary line was established from the upper third of data. As subsystem area and sewer footage increases, the excessive inflow rate boundary decreases to represent the larger subsystems more accurately.

The excessive inflow rate boundary line is generally greater than or equal to 26,000 gpd/1000 ft for basins less than 300 acres in area, greater than or equal to 20,000 gpd/1000 ft for basins less than 500 acres in area, and greater than or equal to 17,000 gpd/1000 ft for basins greater than 500 acres in area, as shown in Table 13 and Figure 11, nine of the fourteen basins exceeded this high inflow rate. Site 2 had the largest subsystem “K” value and highest 1-year inflow rate.

Table 13 – Inflow Summary

Basin ID	Subsystem Area (acres)	Cumulative Area (acres)	Subsystem Sewer (ft)	Cumulative Sewer (ft)	Cumulative Time of Concentration (min) <sup>(1)</sup>	Subsystem Inflow Coefficient K	Cumulative Inflow Coefficient K	1-Year Storm Inflow (mgd) <sup>(2)</sup>		Subsystem 1-Year Inflow Rate (gpd/1000ft) <sup>(3)</sup>	10-Year Storm Inflow (mgd) <sup>(2)</sup>		Ranking <sup>(4)</sup>
								Subsystem (mgd)	Cumulative (mgd)		Subsystem (mgd)	Cumulative (mgd)	
1	116	1,327	16,952	213,574	120	0.0052	0.0052	0.31	3.60	18,549	0.58	6.62	12
2	127	762	26,795	118,106	105	0.0628	0.0151	4.59	6.62	171,197	8.45	12.19	1
3	57	283	10,109	48,235	75	0.0301	0.0103	1.25	2.13	124,070	2.31	3.92	3
4	182	182	28,561	28,561	60	0.0058	0.0058	0.90	0.90	31,477	1.65	1.65	7
5	44	44	9,565	9,565	60	0.0033	0.0033	0.12	0.12	12,953	0.23	0.23	13
6	49	49	8,913	8,913	75	0.0073	0.0073	0.26	0.26	29,454	0.48	0.48	8
7	117	166	21,368	30,281	105	0.0142	0.0122	0.95	1.16	44,654	1.76	2.14	5
9	188	188	32,180	32,180	75	0.0060	0.0060	0.82	0.82	25,523	1.51	1.51	10
10	94	94	7,502	7,502	60	0.0118	0.0118	0.95	0.95	126,497	1.74	1.74	2
11	143	143	18,415	18,415	75	0.0023	0.0023	0.24	0.24	12,906	0.44	0.44	14
12	210	353	33,214	51,629	90	0.0046	0.0037	0.62	0.83	18,741	1.14	1.52	11
8	136	136	10,205	10,205	105	0.0038	0.0038	0.30	0.30	29,188	0.55	0.55	9
13	53	53	10,172	10,172	45	0.0143	0.0143	0.78	0.78	76,441	1.43	1.43	4
13B	100	100	17,588	17,588	105	0.0112	0.0112	0.65	0.65	36,714	1.19	1.19	6

Notes:

(1) Time of concentration is calculated by averaging the time from peak rainfall to peak inflow for selected storms.

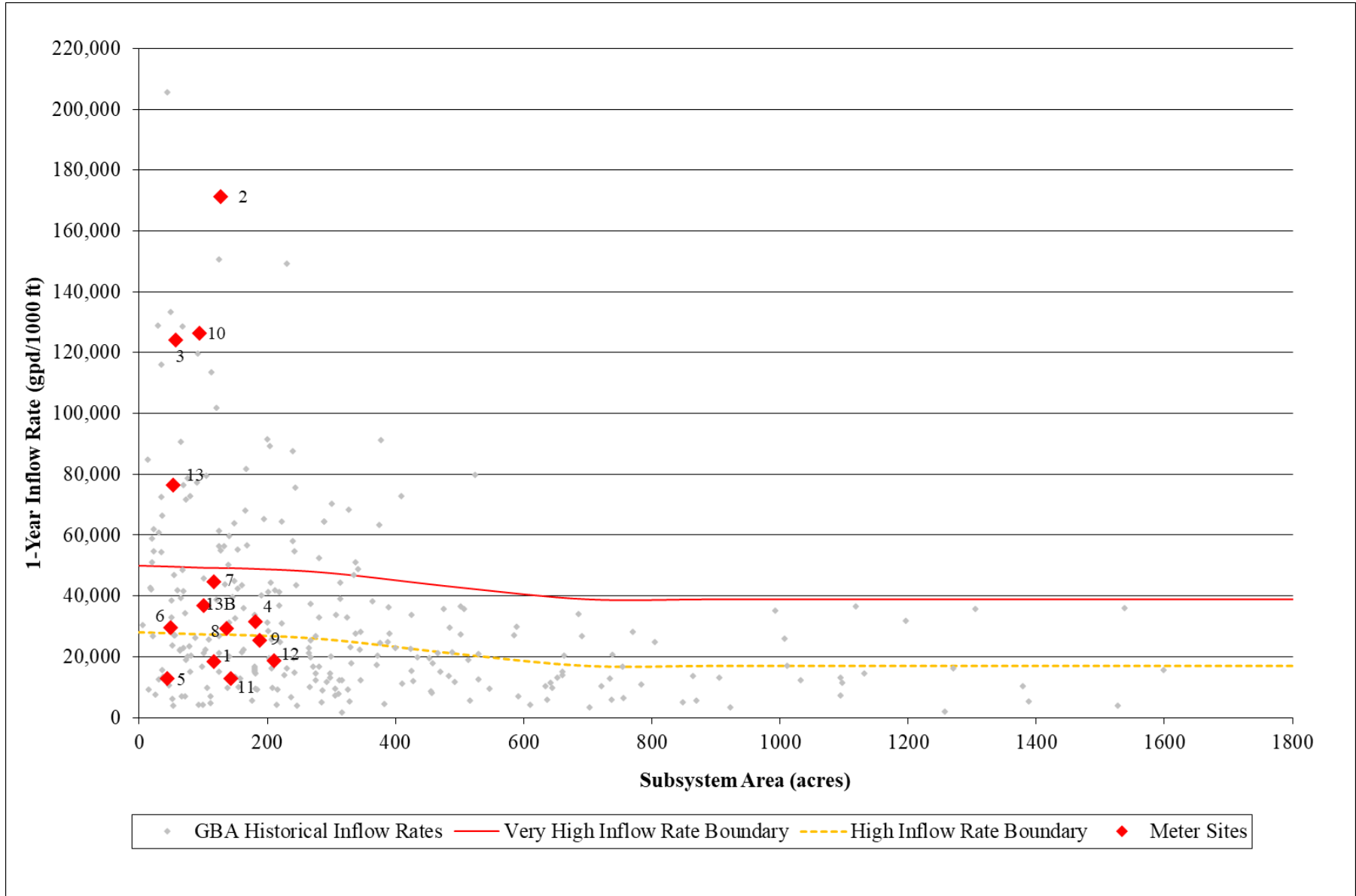
(2) 1-year storm and 10-year storm inflow are based on the following formula:  $Q = K \cdot A^{0.6463}$  (conversion factor from CFS to MGD)

(3) High subsystem infiltration rates (generally >26,000 gpd/1000 ft for basins <300 acres, >20,000 gpd/1000 ft for basins <500 acres, and >17,000 gpd/1000 ft for basins >500 acres) highlighted.

(4) Ranking based on 1-Year Inflow Rate (gpd/1000 ft).

(5) Site 1 Subsystem Inflow Coefficient K is set equivalent to Cumulative Inflow Coefficient K because the subsystem calculation results in a negative value.

Figure 11 – Excessive Inflow



#### 4.6 Peak System Flow Rates

The sewer system capacity at the flow monitoring sites was compared to peak flows with various recurrence intervals. The sewer capacities were calculated using measured pipe diameters and the calibrated energy gradient determined from Manning’s equation and flow meter data. These capacities may not represent the capacity of sewers upstream or downstream of the monitoring locations. The approximate level of protection at each of these points was estimated by comparing the cumulative peak flows for various return periods with the existing capacity. A summary of peak subsystem flow rates and known capacities is shown in Table 14.

The lowest level of protection was estimated as flows from greater than a 1-year storm but less than a 2-year storm at Sites 2. The next lowest protection was estimated as flows from greater than a 2-year storm but less than a 5-year storm at Site 9 and Site 13B.

**Table 14 – Calculated Capacity vs Peak Flows**

Basin ID	Pipe Dia. (in.)	Existing Capacity (mgd) <sup>(1)</sup>	Maximum Recorded Flow Rate (mgd)	Cumulative Peak Flows (mgd)							Approximate Level of Protection <sup>(2)</sup>
				1 Year	2 Year	5 Year	10 Year	25 Year	50 Year	100 Year	
1	24	10.87	8.11	5.70	6.59	7.79	8.72	10.05	11.07	12.14	Between 25 and 50 Year
2	24	8.67	9.10	7.43	9.07	11.30	13.00	15.38	17.32	19.25	Between 1 and 2 Year
3	15	6.21	8.11	2.49	3.00	3.71	4.28	5.05	5.66	6.28	Between 50 and 100 Year
4	12	3.65	1.09	1.14	1.35	1.65	1.89	2.21	2.47	2.74	Greater than 100 Year
5	8	0.58	0.15	0.20	0.22	0.27	0.30	0.34	0.38	0.41	Greater than 100 Year
6	8	1.11	0.47	0.44	0.50	0.59	0.66	0.76	0.83	0.91	Greater than 100 Year
7	15	3.10	3.31	1.72	2.01	2.40	2.70	3.12	3.46	3.80	Between 10 and 25 Year
9	12	1.24	1.12	1.04	1.23	1.51	1.73	2.02	2.26	2.50	Between 2 and 5 Year
10	12	1.71	1.74	1.07	1.29	1.61	1.86	2.20	2.47	2.75	Between 5 and 10 Year
11	8	0.97	0.45	0.48	0.54	0.62	0.68	0.77	0.84	0.91	Greater than 100 Year
12	15	1.87	2.00	1.28	1.48	1.76	1.98	2.28	2.52	2.76	Between 5 and 10 Year
8	12	0.57	0.53	0.39	0.46	0.56	0.64	0.75	0.83	0.92	Between 5 and 10 Year
13	12	2.13	2.28	0.92	1.11	1.36	1.57	1.85	2.07	2.30	Between 50 and 100 Year
13B	12	0.89	0.46	0.72	0.88	1.09	1.26	1.49	1.68	1.87	Between 2 and 5 Year

Notes:

(1) Existing Capacity is calculated using the pipe diameter and calibrated energy gradient determined from Manning's equation.

(2) Level of protection is the approximate storm recurrence interval which will overload the system.

#### 4.7 Volumetric Analysis

Utilizing significant storm events, the amount of rainfall (I&I volume, or percent rain to sewer) entering the sanitary sewer system was calculated. Using the meter data for each storm, the I&I volume was determined by creating an I&I hydrograph, which is the difference between an adjusted dry weather flow period and the storm's wet weather hydrograph. The adjusted dry weather flow period represents what the predicted dry weather flow would be if the rain event had not occurred. Typically, flows from the day or week before the storm event are used as the adjusted dry weather flow. The total I&I volumes were plotted on a graph against the corresponding 24-hour rainfall total for each event. A linear regression analysis was then used to determine the total I&I volumes for any given amount of rain.

Table 15 indicates which subsystems have excessive I&I volumes. A subsystem is considered to have excessive I&I if it averaged 2% or greater total rain volume entering the sanitary sewer. Each subsystem was ranked for excessiveness of I&I volume. Four of the basins were above the excessive level. Basins 6 & 7 had the highest percent of rain to sewer. Individual site percent rain to sewer analyses are detailed in the Appendix.

**Table 15 – Statistical Analysis of Rain to Sewer Volume**

Basin ID	Cumulative Average Percent Rain to Sewer (%)	Number of Storm Events Analyzed	Cumulative 2-inch Storm Event Volume (MG)	10-Year I/I Volume (MG)	Ranking <sup>(2)</sup>
1	1.66%	7	1.19	3.97	7
2	1.58%	7	0.65	2.17	9
3	1.37%	6	0.21	0.70	10
4	1.03%	7	0.10	0.34	12
5	0.95%	7	0.02	0.08	13
6	6.37%	7	0.17	0.47	2
7	6.75%	7	0.61	1.68	1
9	1.59%	8	0.16	0.54	8
10	1.90%	7	0.10	0.32	6
11	1.99%	8	0.15	0.52	5
12	1.16%	8	0.22	0.74	11
8	0.79%	7	0.06	0.19	14
13	2.98%	4	0.09	0.58	3
13B	2.40%	3	0.13	0.36	4

Notes:

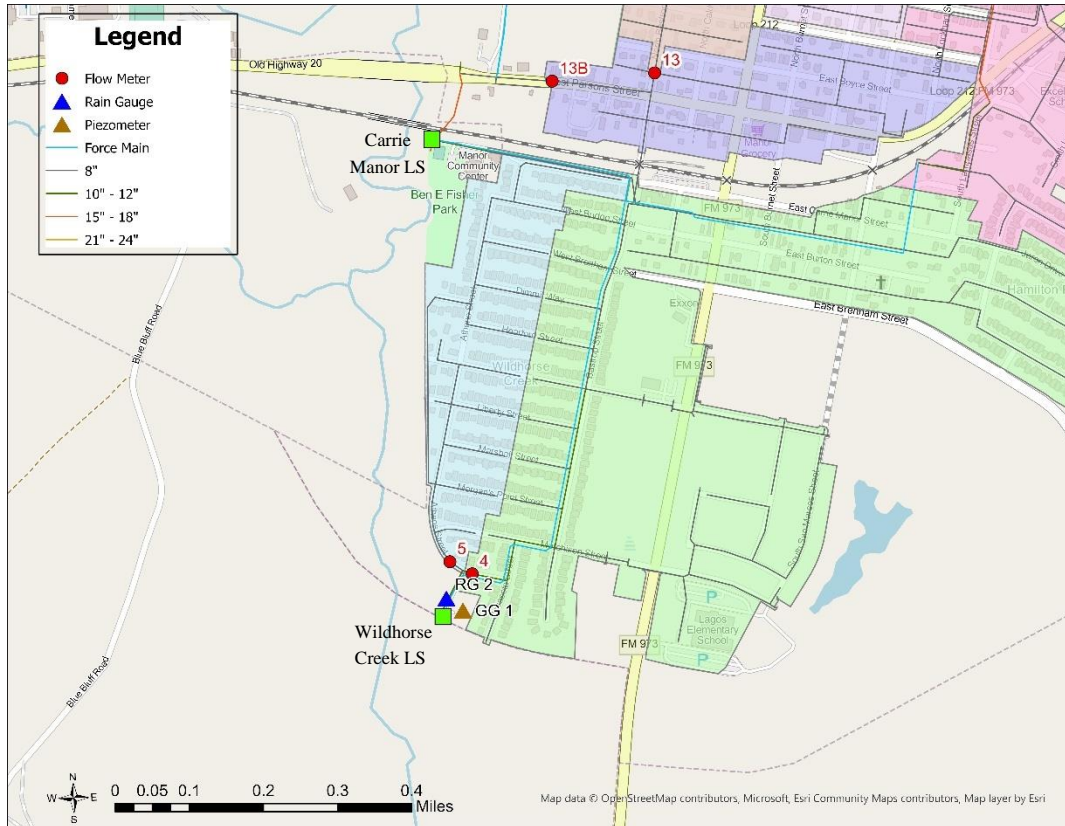
(1) Excessive I/I volumes (greater than 2% of rain volumes) are highlighted.

(2) Ranking based on Cumulative Average Percent Rain to Sewer.

### 4.8 Groundwater Monitoring

Groundwater monitoring was completed as part of the fall 2021 flow monitoring project. The level of groundwater plays a key role in water entering a sewer system. If the groundwater is above the sanitary sewer pipes it affects the static pressure that permits more I&I to enter the system. One groundwater piezometer well was installed at the Wildhorse Creek Lift Station located at 11810 Athens St as shown on Figure 12. The groundwater gauge was installed 9/13/2021 and removed 11/29/2021.

**Figure 12 – Piezometer GG1 Location**

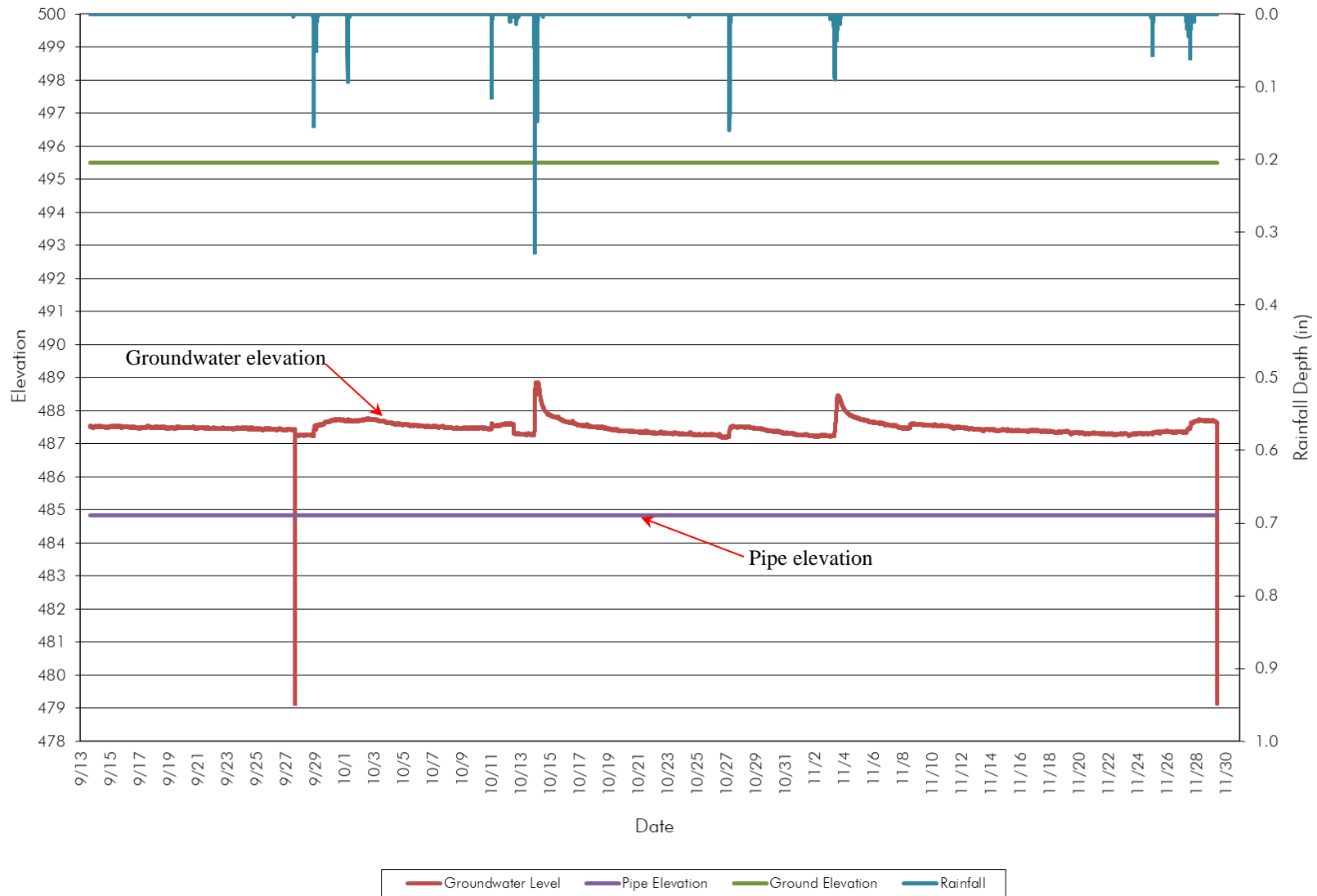


The groundwater piezometer recorded an average water elevation of 487.78 feet. Figure 13 shows the graph of the water levels recorded in the groundwater well at the Wildhorse Creek Lift Station. The sanitary sewers in the area of the well have an average pipe elevation of 484.84 feet, which would put them just below the average water elevation in the well. The well showed an increase in groundwater level after rain events, with the highest increase occurring after the 10/13/2021 rain event which produced 3.15” of rain. The water level rose by 1.6 feet during this event. The 11/3/2021 rain event recorded a rise of 1.2 feet after the 1.89” rain event.



Figure 13 – Piezometer GG1 Water Level Graph

11810 Athens St. - Piezometer



## 5 CONCLUSIONS AND RECOMMENDATIONS

### 5.1 Conclusions

Conclusions for the fall 2021 flow monitoring are provided below:

1. **Rainfall** – The fall 2021 flow monitoring provided 6 storms over 0.5” including three storms that were over 1”. The overall rainfall for the three-month monitoring period was about expected when compared to historical rainfall data. Though more rainfall events are desired, the data provided direction for identifying and removing I&I sources
2. **I&I Evaluation** – The flow meter flow reactions were mixed for the rainfall storm events. Though all meters reacted to some of the rain events with increased flows indicating I&I. There was a significant number of storms for each site that did not cause noticeable reactions. This would indicate more saturated ground condition sources or defects affected by high creek levels are present in the system.
  - a. **Excessive Infiltration Areas** – During the fall 2021 flow monitoring period, four subsystems were considered to have excessive infiltration. The sites found to have excessive infiltration were Sites 1, 6, 7, and 13.
  - b. **Excessive Inflow Areas** – Nine of the subsystems were considered to have excessive inflow (Sites 2, 3, 4, 6, 7, 8, 10, 13 & 13B). The excessive inflow indicators are based on historical flow monitoring data collected by GBA over the last 30 years. Please note that the larger storms on 10/13 and 11/3 provided much higher inflow reactions than other storms and these types of storms should be considered for capacity protection.
  - c. **I&I Volume** - Additionally, four subsystems had an average percentage rain to sewer I&I volume greater than 2% of rainfall volumes. The sites with excessive percent rain to sewer were Sites 6, 7, 13, and 13B.
3. **Capacity** – The flow monitoring sites provided insight to the capacity limitations of the system. Many of the sites were located just upstream of the pump stations. Conclusions for capacity issues for both the gravity sewers and the impacts of the pump stations are below.
  - a. **Gravity Sewer at the Site** – Previously, Table 14 provided capacity of the gravity sewer at the monitoring sites. Site 2 was determined to have between a 1 to 2-year storm protection. Of the 14 sites it was determined that two sites (9 and 13b) had between 2 and 5-year storm protection. In addition, three sites (8, 10, and 12) had between a 5 to 10-year protection. The storm protection is lower at these sites than desired and may cause issues

as the City grows. The other sites seemed to have plenty of storm protection and room for growth.

- b. **Pump Stations** – The pump stations had a significant effect on the flow capacity at the monitoring sites. Many of the site’s backup up due to the limiting capacity of the downstream pump station. The surcharge table (Table 5) identified four pump stations that surcharged above the top of pipe during the 10/13 and 11/3 storm events. Pump stations are usually the limiting capacity factor for systems especially systems that have a significant reaction to rainfall. An evaluation should be conducted to determine if capacity can be improved at the pump stations.

## 5.2 Recommendations

Recommendations for 2021 flow monitoring are provided below:

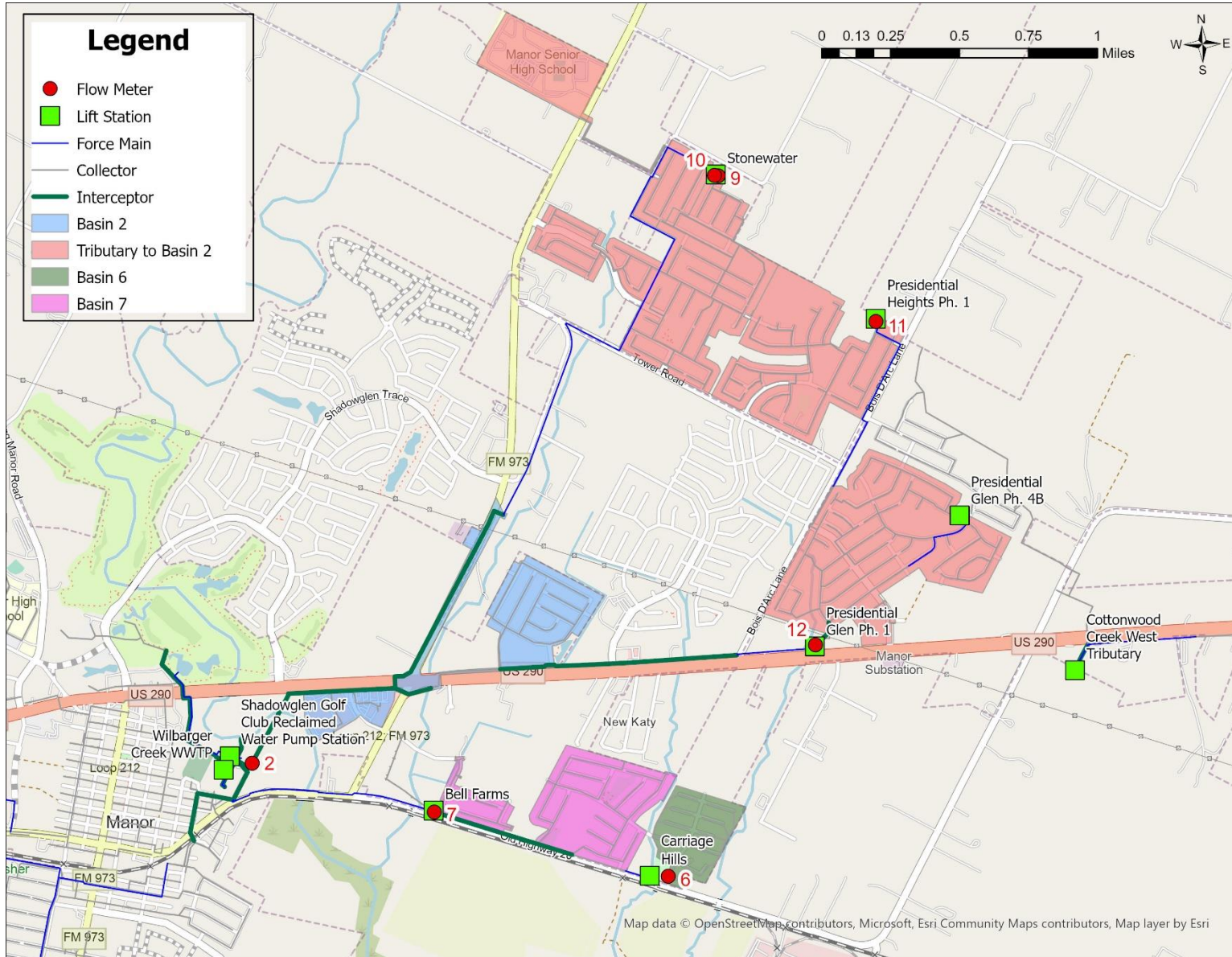
1. **I&I Investigation** – Recommend inspecting basins 2, 6, and 7. Field activities to include.
  - a. Basin 2 had very large peak flows during the 10/13 and 11/3 storms of 7 mgd and 9 mgd respectively. Those peaks were not as dramatic in upstream basins so the source of the peaks should be in Basin 2. These large peaks could impact the functionality of facilities downstream including pump stations and the treatment plant. It is recommended to conduct flow monitoring isolation of the peak flow source. It is also recommended to include groundwater gages inside of manholes (piezometers) to establish groundwater levels along the interceptors and/or deeper depth sewers to confirm the source type.
  - b. Basins 6 and 7 are the highest I&I volumes. Also, with limited data from fall flow monitoring, these two basins provided the best correlations and hydrographs of the monitoring sites. These basins would be good candidates for initial testing to determine the type of sources in the Manor system. This work would include smoke testing, dye testing, manhole inspections and CCTV of selected sewers.
  - c. It is recommended to continue monitoring during the Fall season to collect additional flow data and firm up peak flow to rainfall correlations. The larger storms produced backups at several sites due to proximity to lift stations. Flow monitoring upstream a manhole or two, if possible, could provide more data representative of the subsystem’s inflow characteristics.
2. **Capacity Planning** – The City’s living equivalent unit (LUE) system for establishing design flows is recommended to be compared to peak flows established for the basins. Improvement recommendations to the City’s design flow standards should be made based on the findings.

- Pump Station Capacity, Maintenance, and Operation Review** – Pump Station rated capacity will be compared to flow monitoring data to establish if the pump stations are performing as intended. Also, each pump station will be reviewed for equipment malfunctions, maintenance activities and operational improvements. For pump stations not performing as intended or those not adequate for peak flows now and/or in the future, recommended improvements will be made.

**Table 16 – Recommended Study Estimated Costs**

Description	Estimated Cost
<b>Basin 2 Flow Monitoring Isolation</b>	
Flow Monitoring Isolation (4 sites x 60 days)	\$40,000
Piezometers (4 site x 60 days)	\$1,500
<b>Sub Total</b>	<b>\$41,500</b>
<b>Basin 6 &amp; 7 I&amp;I Source Investigations</b>	
Smoke Testing (30,281 LF)	\$30,000
Manhole Inspections (105 Manholes)	\$10,000
CCTV of sanitary sewer pipes (30,281 LF)	\$115,000
Dye Testing (20 sources)	\$4,500
<b>Sub Total</b>	<b>\$159,500</b>
<b>2022 Fall Flow Monitoring</b>	
Flow Monitoring (Excessive I&I Basins) (9 sites x 90 days)	\$60,000
<b>Sub Total</b>	<b>\$60,000</b>
<b>Capacity Planning</b>	
Capacity Planning	\$15,000
<b>Sub Total</b>	<b>\$15,000</b>
<b>Pump Station Review</b>	
Pump Station Capacity, Maintenance, and Operation Review	\$15,000
<b>Sub Total</b>	<b>\$15,000</b>
<b>Grand Total</b>	<b>\$291,000</b>

Figure 14 – Recommended Study Area Map



# APPENDIX

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**A.1 Site 1**

**Description**

Site 1 was located in the outflowing pipe at manhole N10-002. This meter site is located within the Wilbarger Wastewater Treatment Plant site in the first manhole upstream of the new lift station. It is near the public works building. The flow meter installed at this site was placed in the effluent 24” diameter pipe. The pipe material is Polyvinyl chloride (PVC).

**Observations**

The average flow depth was 5.69 inches and flow velocity averaged 1.13 feet per second. This site experienced light to medium grease as reported during the site services. Level and velocity readings were consistent with manual measurements during site visits. There were no level or velocity adjustments made to the raw data. The site is considered good quality dry and wet weather data.

This site surcharged during two rainfall events in fall 2021 due to backups.

**Table 1 – Surchage Summary (Site 1)**

		Date of Storm	10/13/2021	11/3/2021
		Total Storm Rainfall (in.)	3.15"	1.89"
Site	Diameter (in.)	Storm Duration (hrs.)	6.00	16.83
1	24	Depth from Invert (in.)	37.43 (B)	66.63 (B)

- (P) Denotes pressurized flow caused by lack of capacity  
(flow velocities generally increase as flow depths increase)
- (B) Denotes flow backup caused by downstream restriction  
(flow velocities generally decrease as flow depths increase)



**Table 2 – Service Interrogations Summary (Site 1)**

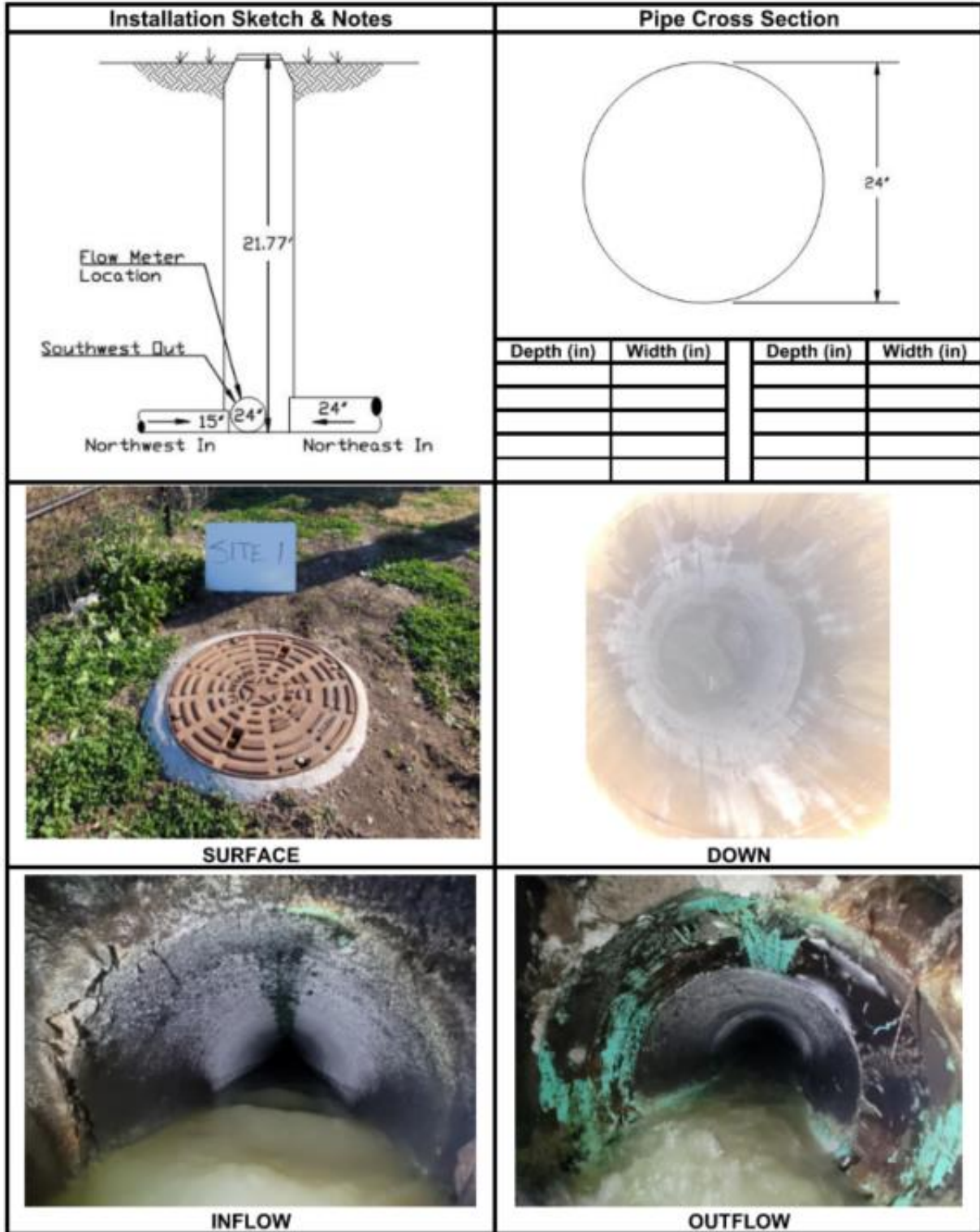
Site ID	Date	Time	Size	Level (in)			Level (in) After Cleaning			Velocity (fps)			Velocity After Cleaning (fps)				
Number	Install / Download		(in)	Manual	Meter	Diff.	Manual	Meter	Diff.	Manual	Meter	Diff.	Manual	Meter	Diff.	Purpose:	Comment:
Site 1	8/31/2021	10:25	24	4.50	4.37	-0.13	4.50	4.10	-0.40	3.25	3.14	-0.11	3.25	2.64	-0.61	Install	Meter installed at out pipe
	9/13/2021	9:50		4.50	4.35	-0.15	4.50	4.30	-0.20	1.50	2.58	1.08	2.25	2.10	-0.15	Service/Upload	
	9/27/2021	10:27		5.00	5.70	0.70	5.00	5.40	0.40	3.25	3.00	-0.25	3.00	2.90	-0.10	Service/Upload	
	10/12/2021	15:22		6.00	5.90	-0.10	5.75	5.30	-0.45	3.00	3.10	0.10	3.00	2.80	-0.20	Service/Upload	
	10/26/2021	15:08		6.00	5.92	-0.08	5.00	5.16	0.16	3.25	3.25	0.00	3.00	2.99	-0.01	Service/Upload	
	11/8/2021	13:19		6.50	6.30	-0.20	5.75	5.93	0.18	3.50	3.58	0.08	3.50	3.35	-0.15	Service/Upload	Medium grease and light debris.
	12/1/2021	9:42		6.75	6.96	0.21	7.00	7.16	0.16	3.50	3.56	0.06	4.00	3.88	-0.12	Removal	Light grease.

Figure 1 – Flow Meter Site Investigation (Site 1)

**Flow Meter Site Investigation**

<b>Project:</b> Manor I&I Program		<b>Location:</b> City of Manor, TX		<b>Date/Time:</b> 12-01-2021 / 09:42		<b>Crew:</b> JA-VI	
<b>MH#:</b> N10-002		<b>Pipe Shape:</b> Circular		<b>Pipe Material:</b> PVC		<b>Pipe Size (in):</b> 24	
<b>Site ID:</b> 1	<b>Address:</b> 547 Llano St.		<b>Site Quality:</b> Good		<b>Monitoring Purpose:</b> Short-term FM		
<b>Location Map</b>				<b>Planar Description</b>			
<p><b>Summary Description:</b>                  Located within the Wilbarger Wastewater Treatment Plant site in the 1<sup>st</sup> manhole upstream of the new lift station. It is near the old public works building.</p>							
<b>Site Hazards</b>		<b>Measurements</b>		<b>Site Conditions</b>			
Heavy Traffic? None		Manhole Depth (ft): 21.77		Surcharge Evidence? No			
Needed Traffic Attendants: 0		Manhole Dia. (in): 48.00		Depth of Surcharge (ft): 0.00			
H <sub>2</sub> S: 0	O <sub>2</sub> : 20.8	MH Cover Size (in): 32.00		Depth of Debris (in): 0.00			
LEL: 0	CO: 0	MH Cover Type: Bolt Down		Usable MH Steps? No			
Describe potential hazards:		Measured Flow Depth (in): 7.00		Meter: ISCO 2150			
		Velocity (fps): 4.00		Cellular Signal Strength: N/A			
		Mounting Band Description: Scissor Jack Band		Antennae Install Considerations: None			
		Other Comments:		Permanent Power Available? No			





**Figure 2 – Site Information (Site 1)**

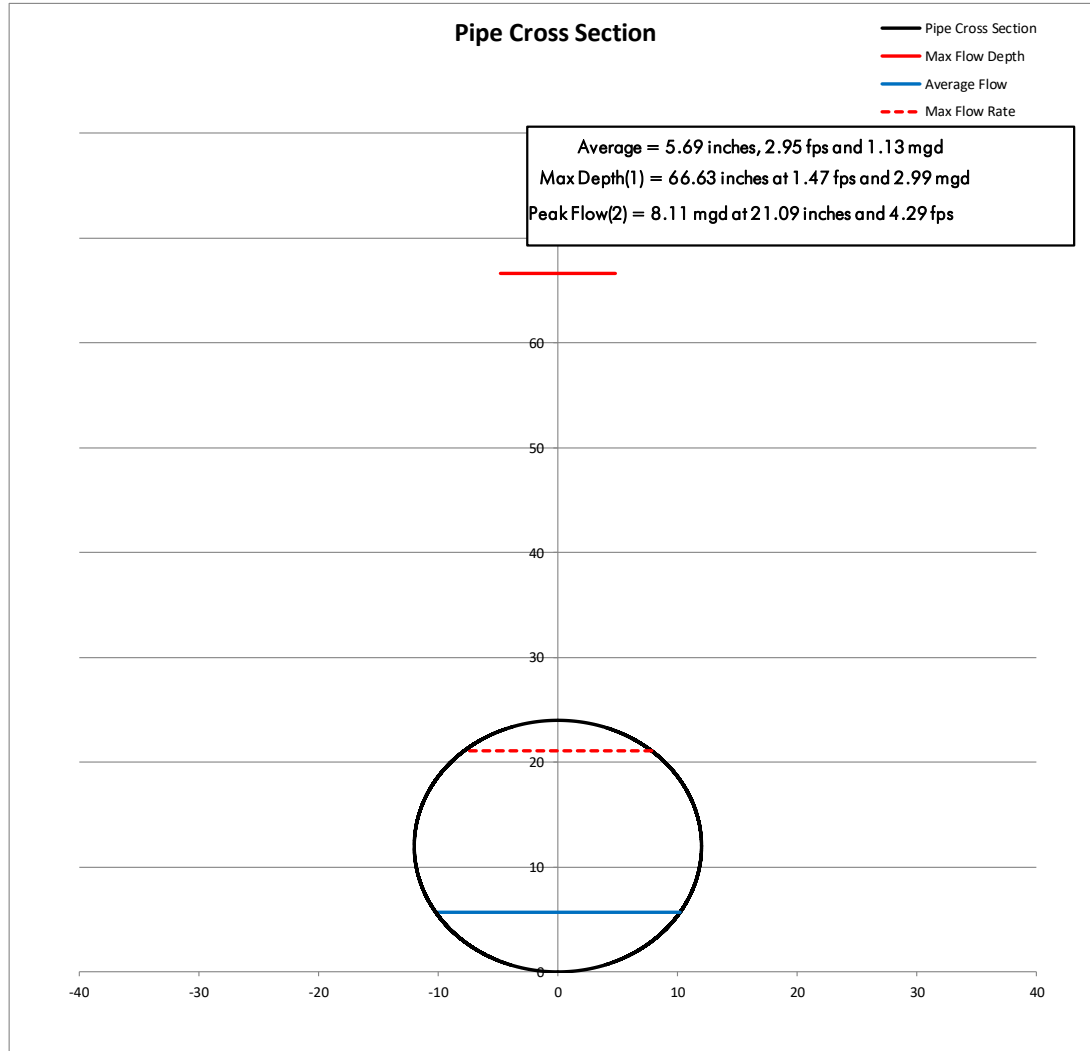
**SITE INFORMATION RECORD**

**Site Information**

Meter ID #:	1
Monitoring Program:	Short-Term FM
Manhole #:	N10-002

**Sewer Information**

Pipe Shape	Circle
Pipe Height, H (in):	24
Pipe Width, W (in):	24
Manning Roughness Coefficient, n:	0.013
As-Built Pipe Slope, S (ft/ft):	0.0055 ASSUMED



Site ID Number	Date Install/Download	Diameter (in.)	Time	Level (in.) After Cleaning			Velocity (fps) After Cleaning			
				Manual	Meter	Diff	Manual	Meter	Diff.	
Site 1	8/31/2021	24	10:25	4.50	4.10	-0.40	3.25	2.64	-0.61	
	9/13/2021		9:50	4.50	4.30	-0.20	2.25	2.10	-0.15	
	9/27/2021		10:27	5.00	5.40	0.40	3.00	2.90	-0.10	
	10/12/2021		15:22	5.75	5.30	-0.45	3.00	2.80	-0.20	
	10/26/2021		15:08	5.00	5.16	0.16	3.00	2.99	-0.01	
	11/8/2021		13:19	5.75	5.93	0.18	3.50	3.35	-0.15	
	12/1/2021		9:42	7.00	7.16	0.16	4.00	3.88	-0.12	

Figure 3 – August- September Monthly Flow Hydrograph (Site 1)

**SITE 1 HYDROGRAPH**  
**(MH N10-002) 24"**

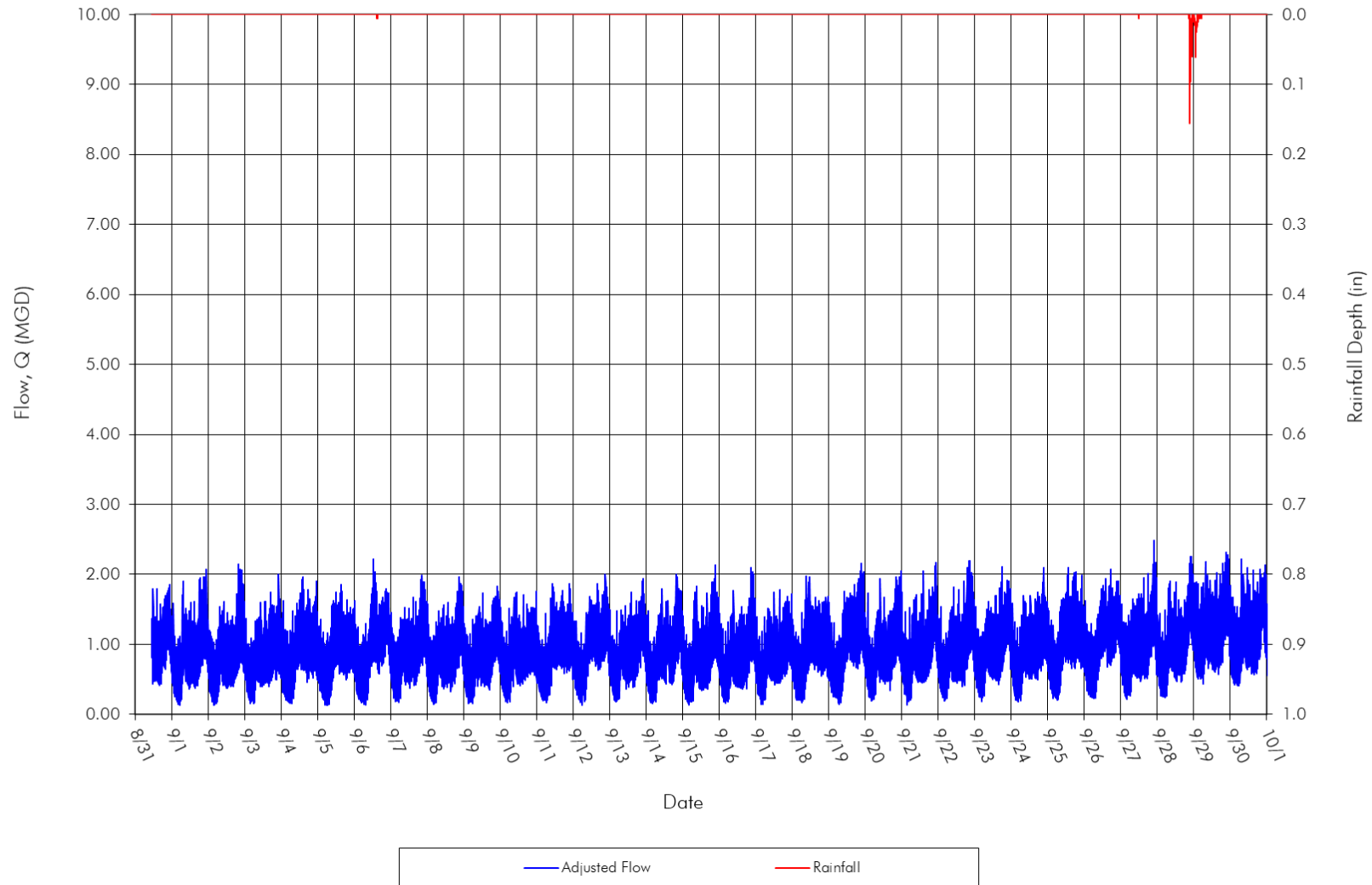


Figure 4 – August-September Monthly Level and Velocity Hydrograph (Site 1)

SITE 1 LEVEL & VELOCITY

(MH N10-002) 24"

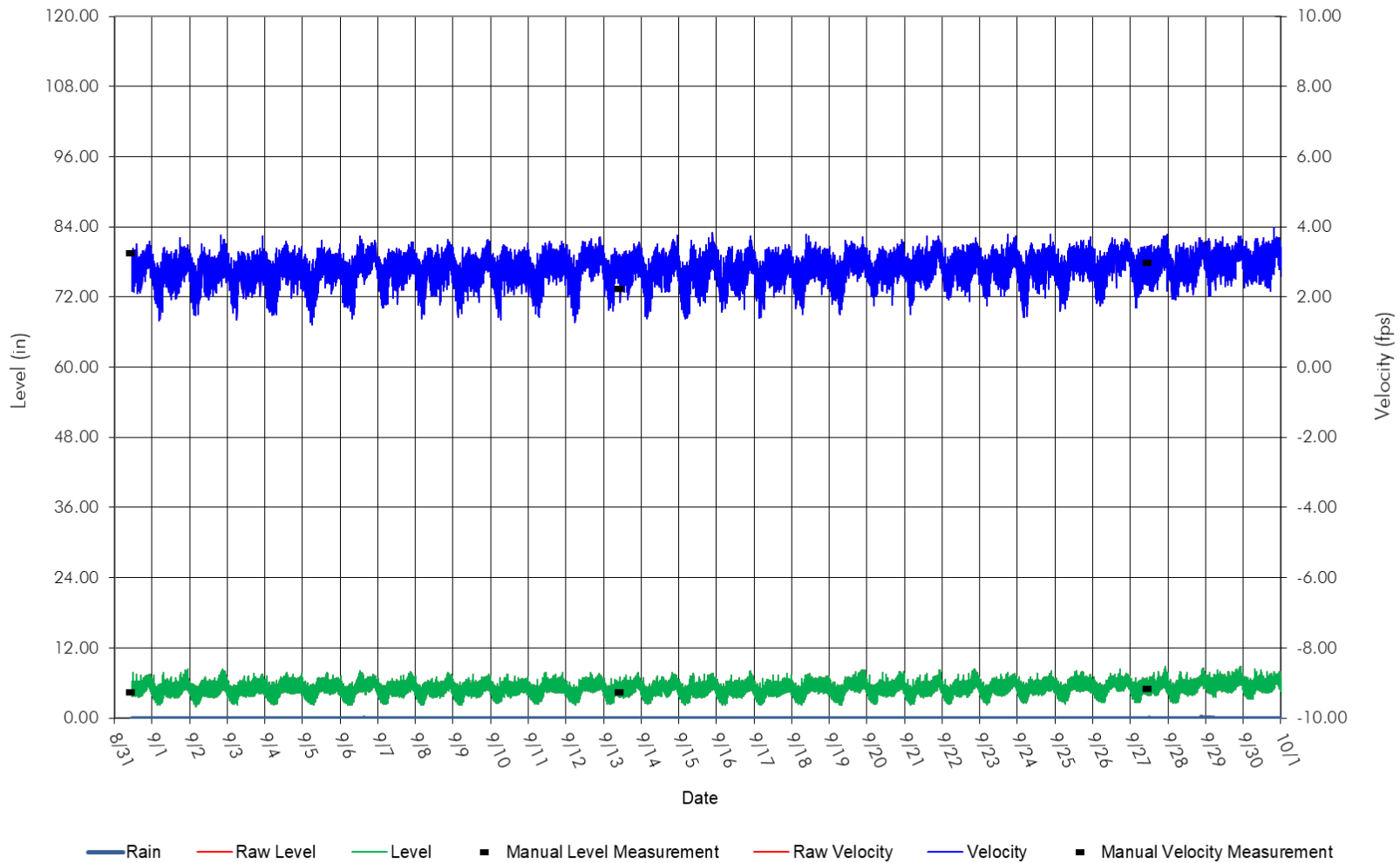


Figure 5 – October Monthly Flow Hydrograph (Site 1)

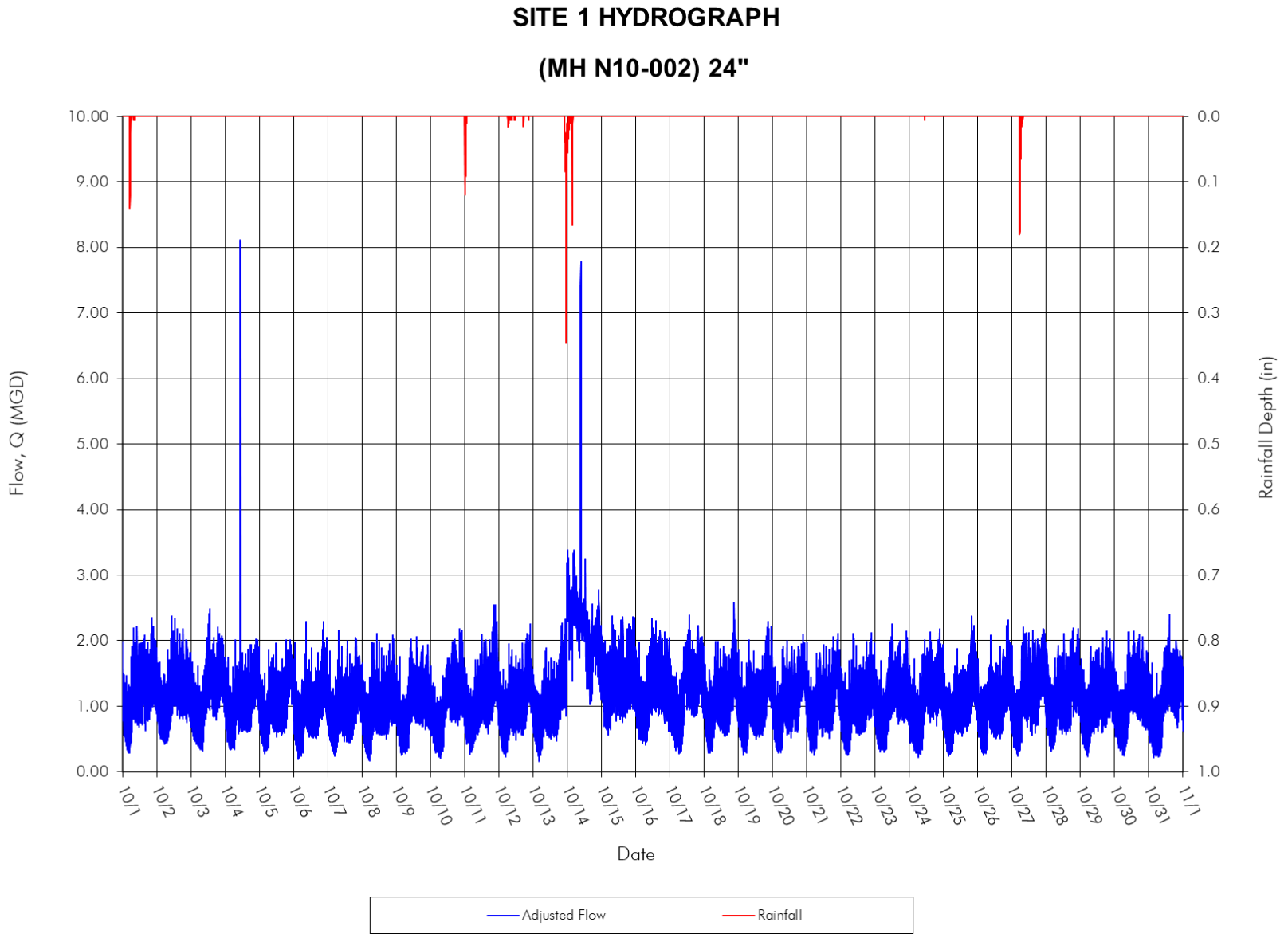


Figure 6 – October Monthly Level and Velocity Hydrograph (Site 1)

SITE 1 LEVEL & VELOCITY

(MH N10-002) 24"

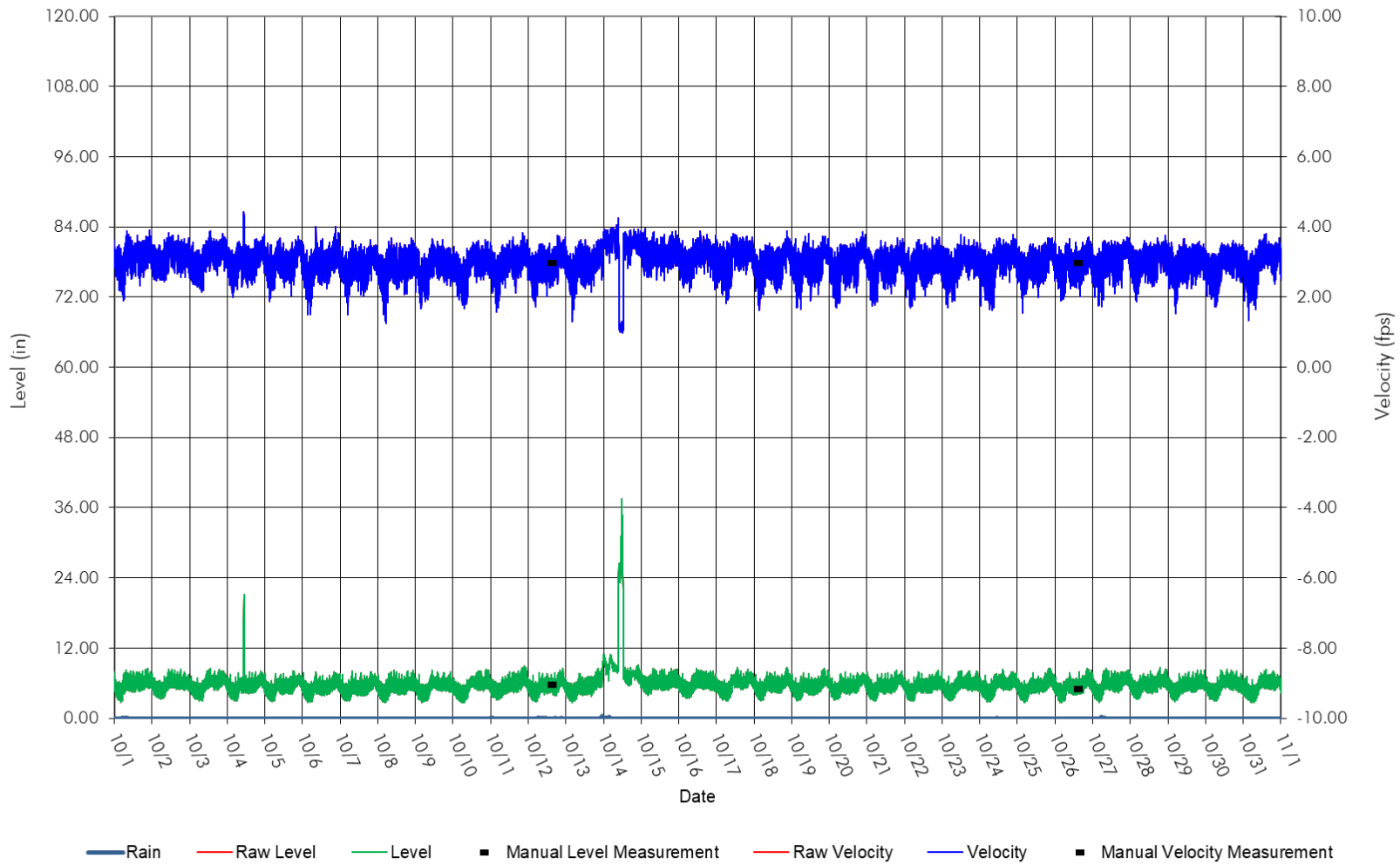




Figure 7 – November-December Monthly Flow Hydrograph (Site 1)

**SITE 1 HYDROGRAPH**  
**(MH N10-002) 24"**

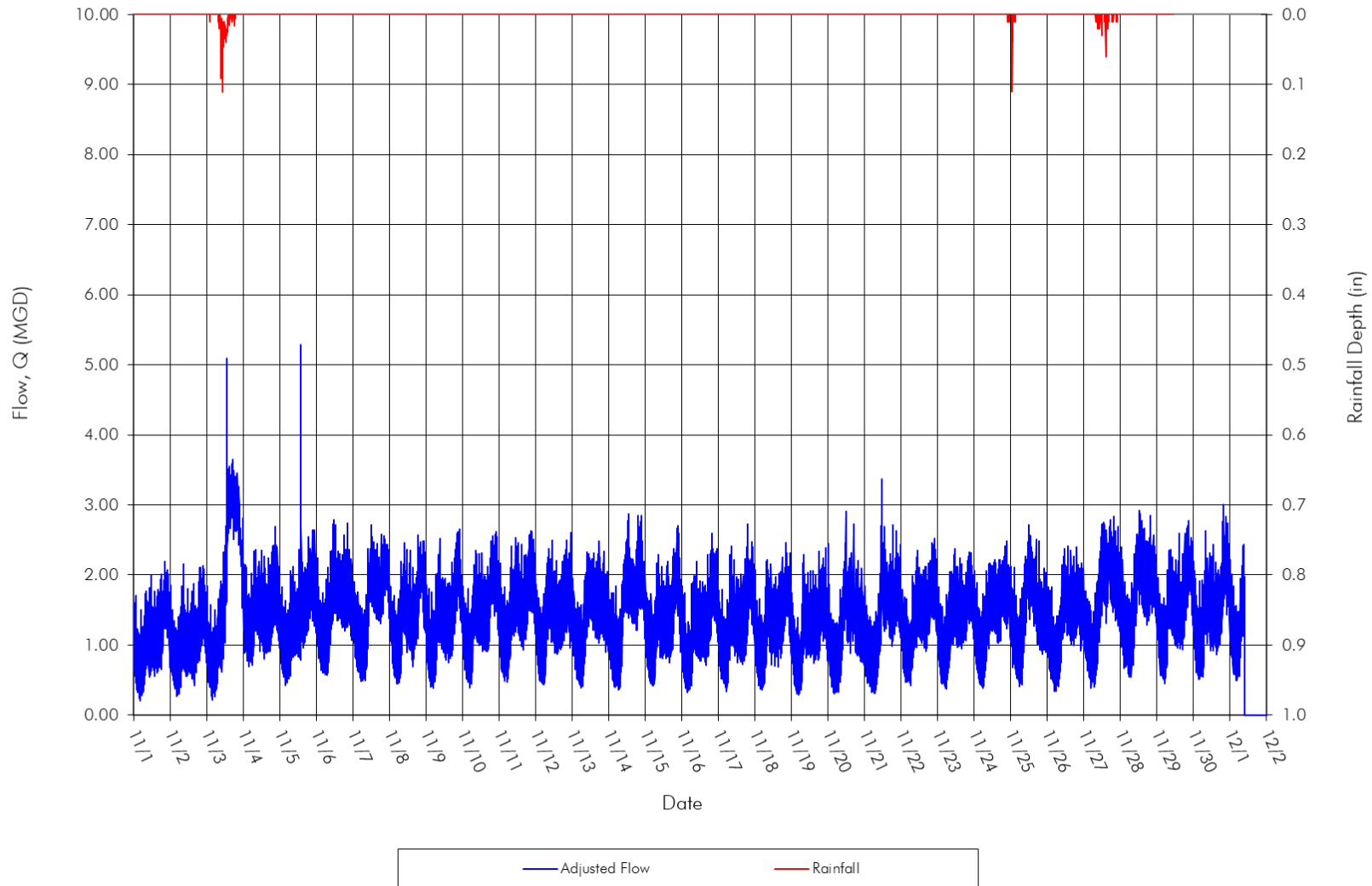


Figure 8 – November-December Monthly Level and Velocity Hydrograph (Site 1)

SITE 1 LEVEL & VELOCITY

(MH N10-002) 24"

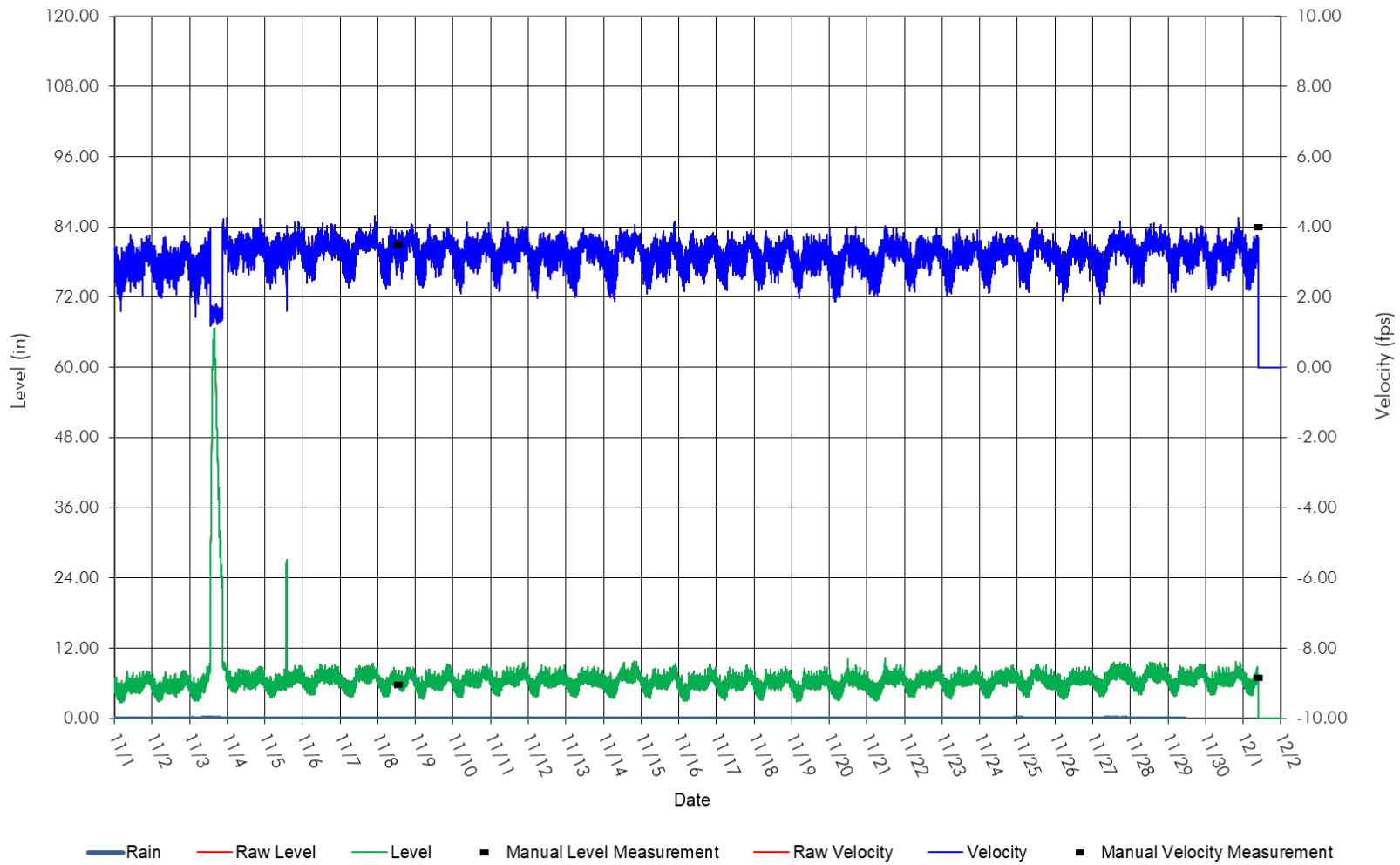


Figure 9 – Overall Flow Hydrograph (Site 1)

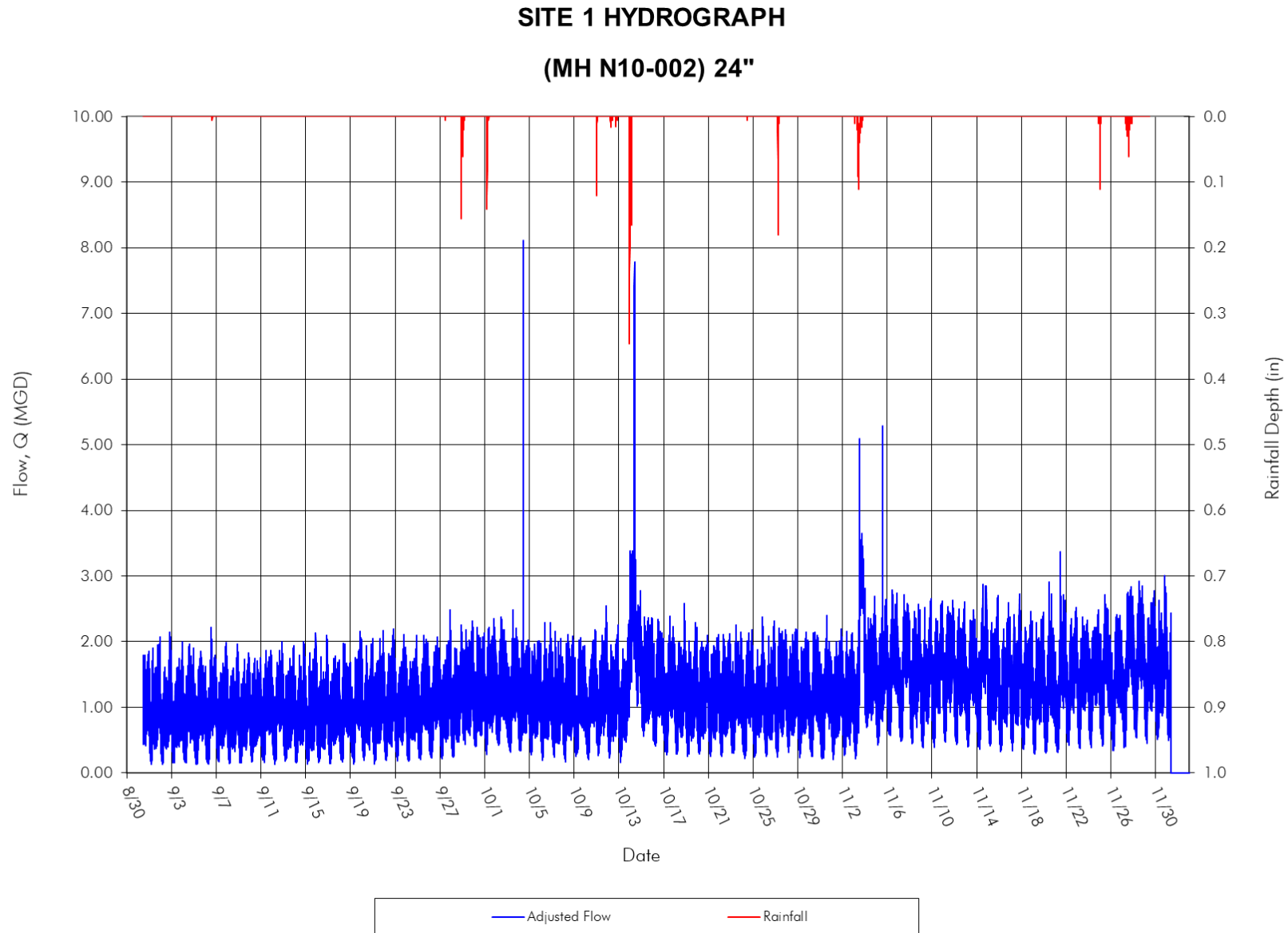


Figure 10 – Overall Level and Velocity Hydrograph (Site 1)

SITE 1 LEVEL & VELOCITY

(MH N10-002) 24"

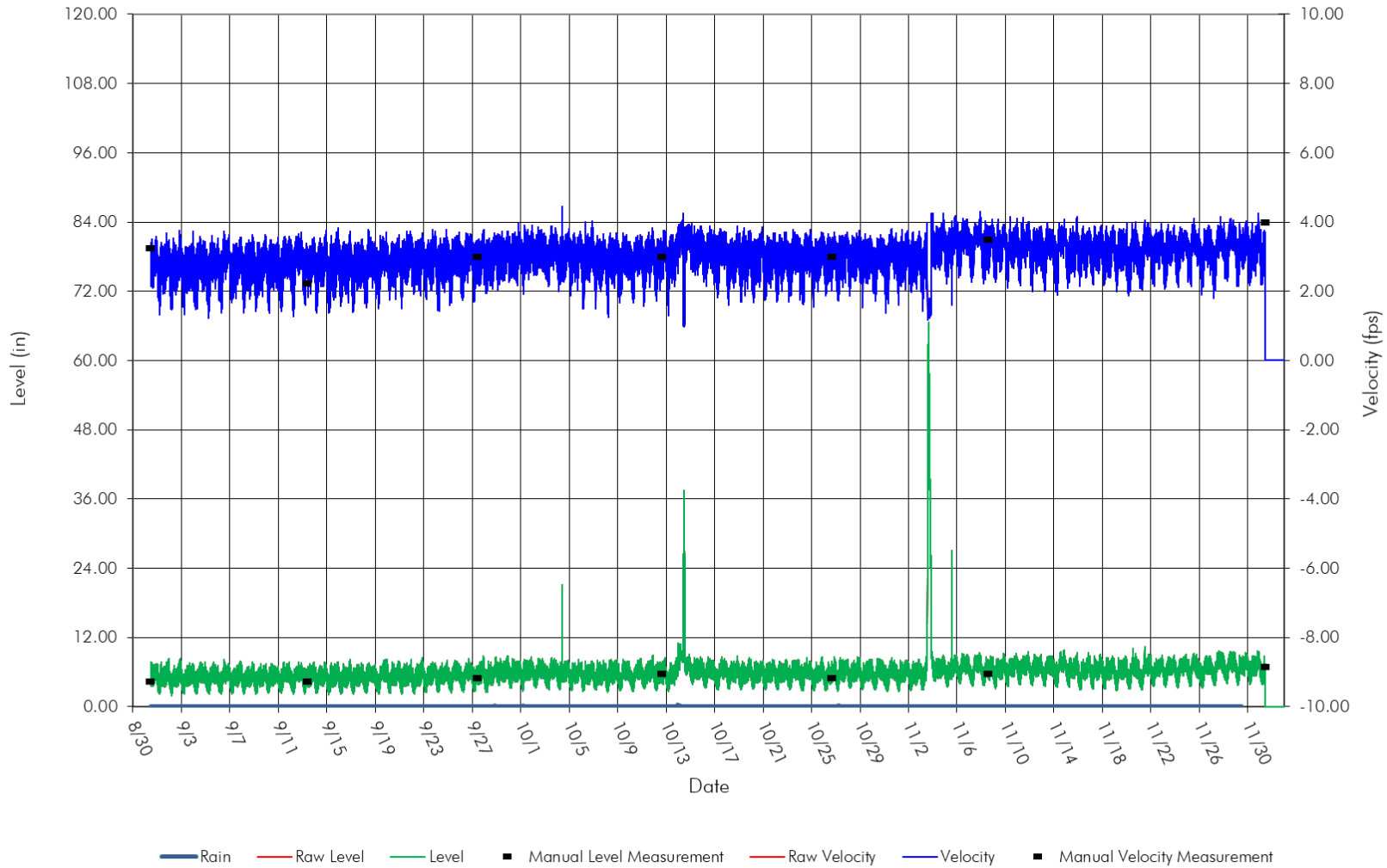


Figure 11 – Standard Flow Scattergraph (Site 1)

**SITE 1 SCATTERGRAPH  
(MH N10-002) 24"**

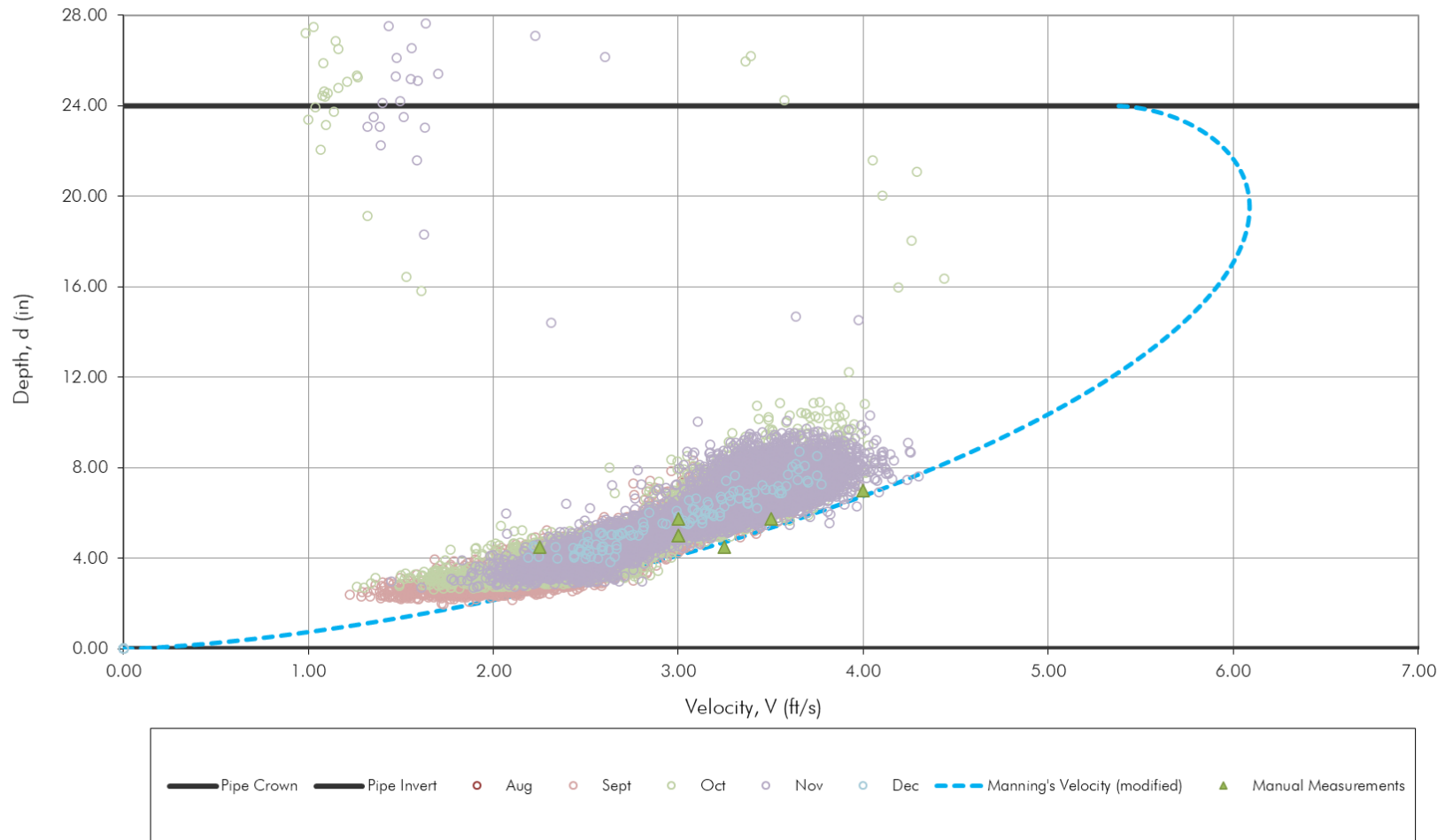
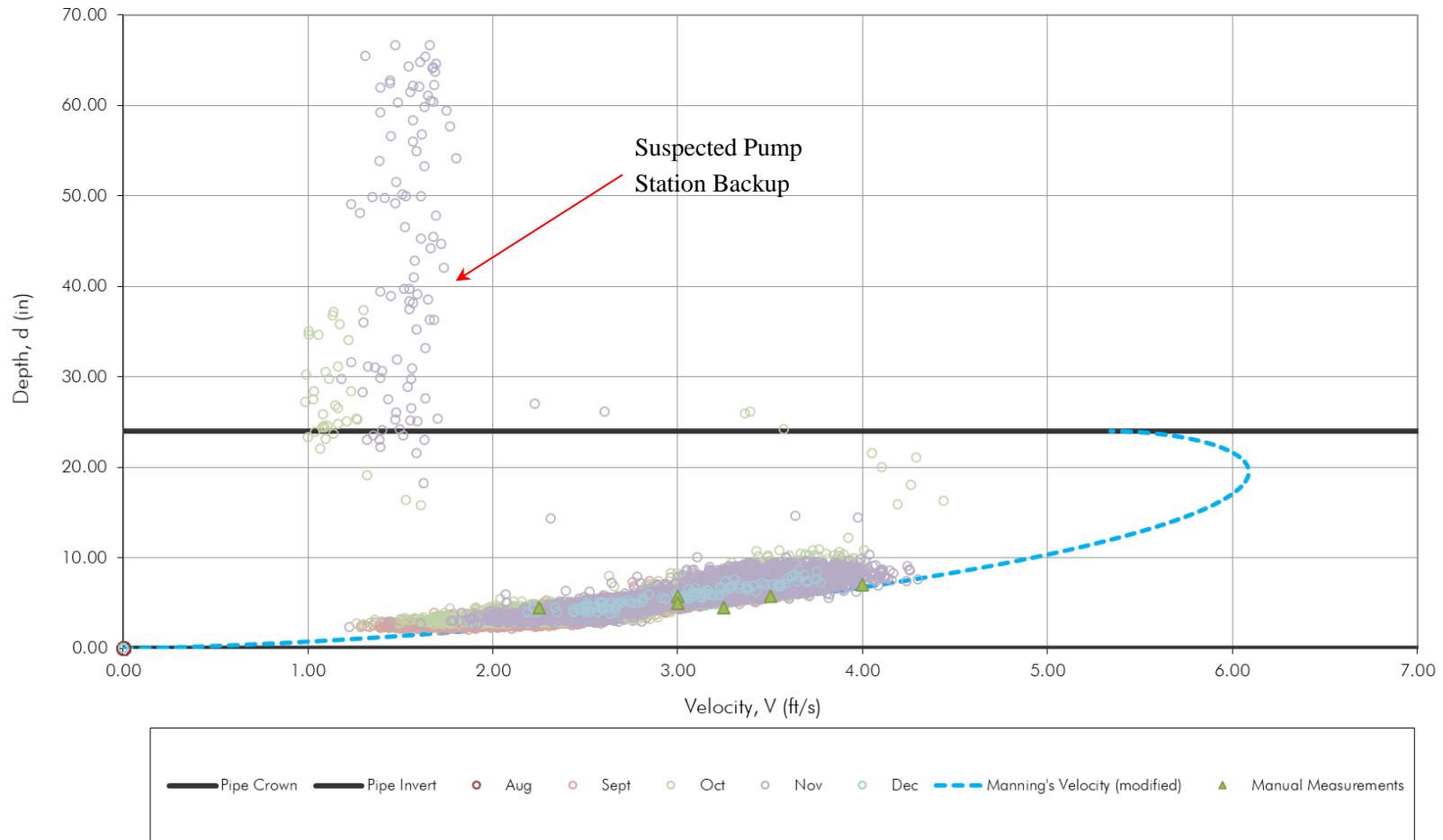


Figure 12 – Surge Flow Scattergraph (Site 1)

**SITE 1 SCATTERGRAPH**  
**(MH N10-002) 24"**



**Table 3 – ADDF and Infiltration Summary (Site 1)**

AVERAGE DAILY DRY WEATHER FLOW, WASTEWATER PRODUCTION, AND INFILTRATION							
Project Name: City of Manor Flow Monitoring Fall 2021							
Project No: 14925		Units of Flow: MGD					
Subsystem: 1							
Meter: 1							
(1) DW/LG Date	(2) Day	(3) Avg. Dry Weather (ADDF) Flow	(4) Peak Hourly Dry Weather Flow	(5) Diurnal Peaking Factor	(6) DW/LG Lowest 3-Hour Flow	(7) DW/HG Date	(8) DW/HG Lowest 3-Hour Flow
12-Sep-21	Sun	0.927	1.499	1.618	0.386	28-Nov-21	1.090
13-Sep-21	Mon	0.814	1.436	1.763	0.389		
14-Sep-21	Tue	0.831	1.377	1.658	0.373		
15-Sep-21	Wed	0.781	1.417	1.815	0.350		
16-Sep-21	Thu	0.775	1.387	1.789	0.350	04-Nov-21	1.387
17-Sep-21	Fri	0.777	1.158	1.491	0.359	15-Oct-21	1.176
18-Sep-21	Sat	0.844	1.194	1.414	0.397	16-Oct-21	0.821
<b>7 Count</b>		<b>0.821 Average</b>	<b>1.353 Average</b>	<b>1.650 Average</b>	<b>0.372 Average</b>	<b>4 Count</b>	<b>1.119 Average</b>

Notes:

DW/LG = Dry Weather/Low Groundwater

DW/HG = Dry Weather/High Groundwater

<b>Summary:</b>	Wastewater Production (WWP):	<b>0.821</b>	(Assume = ADDF or enter value)
	Avg. Dry Weather Flow (ADDF):	<b>0.821</b>	
	Diurnal Peaking Factor (DPF):	<b>1.650</b>	
	Dry Weather Infiltration (DWI):	<b>0.000</b>	(ADDF - WWP)
	Wet Weather Infiltration Increase (WWI):	<b>0.747</b>	(DW/HG - DW/LG)
	Total Infiltration (TI):	<b>0.747</b>	(WWI + DWI, DWI > 0)
	Large User Flow	<b>0.000</b>	
	Distributed Flow (ADDF - Large User)	<b>0.821</b>	

Figure 13 – Dry Weather Diurnal (Site 1)

DIURNAL CURVES  
Meter ID #: 1

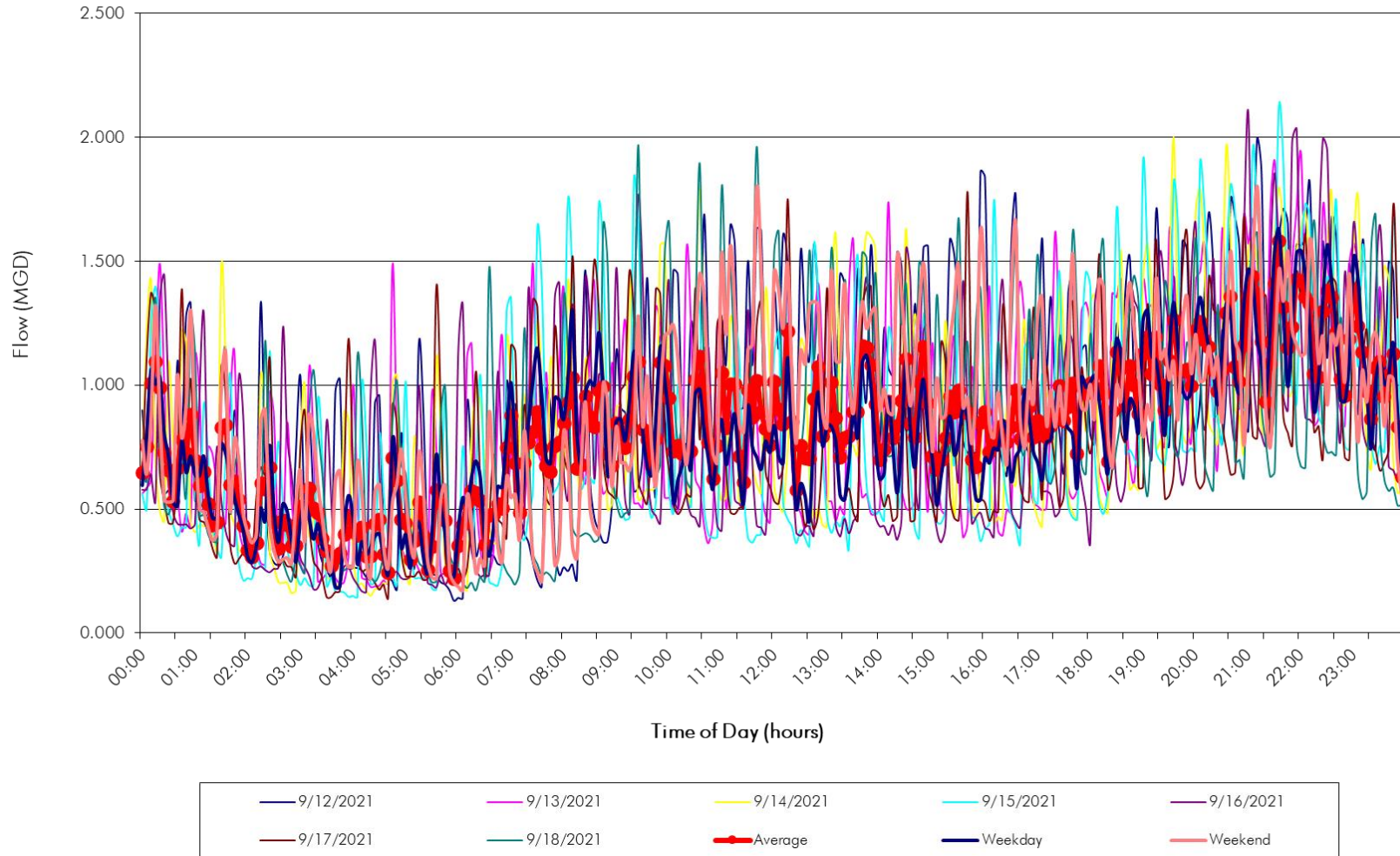




Figure 14 – High/Low Groundwater Diurnal (Site 1)

DRY WEATHER/HIGH GROUNDWATER VS.  
DRY WEATHER/LOW GROUNDWATER  
Meter ID #: 1

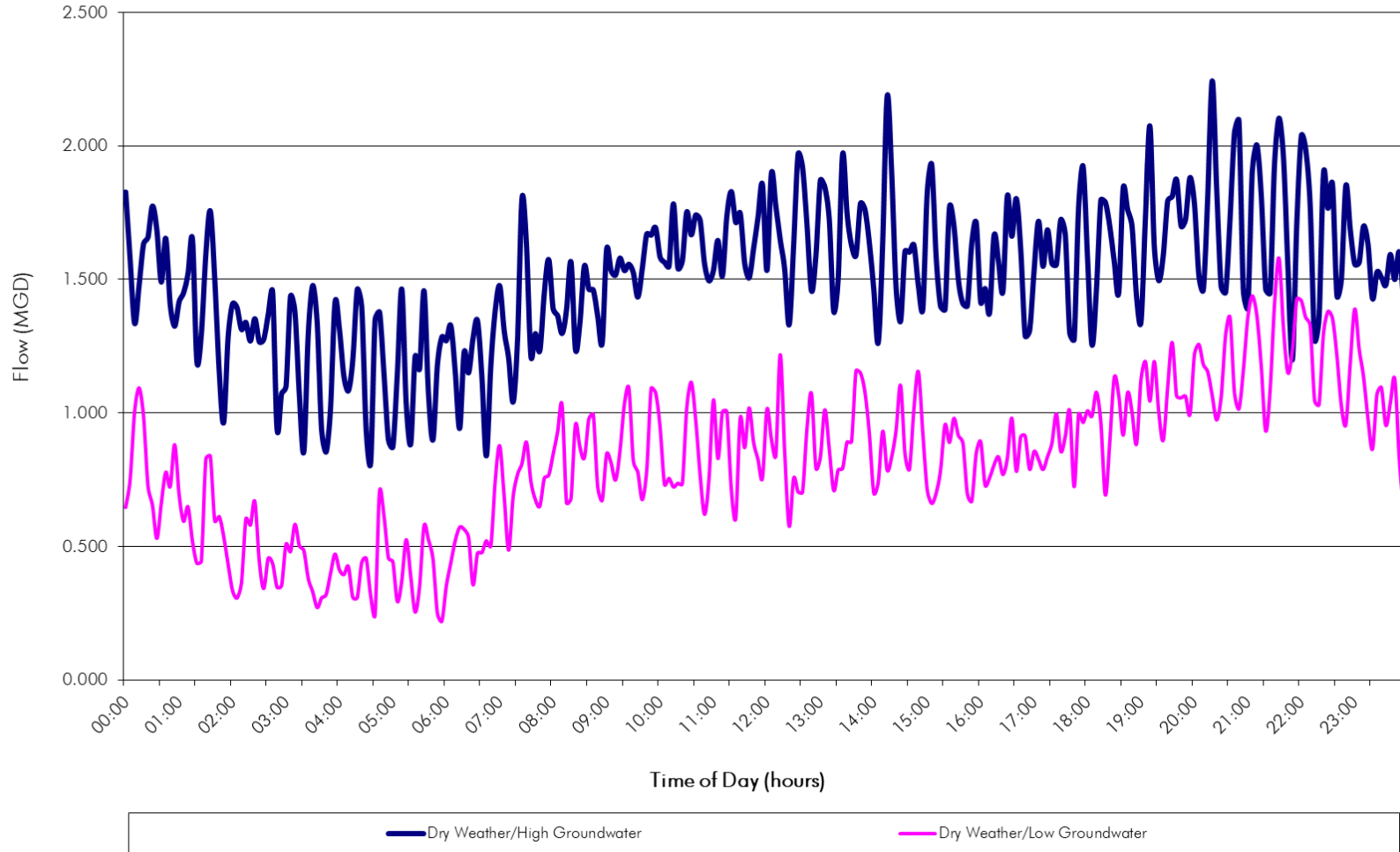
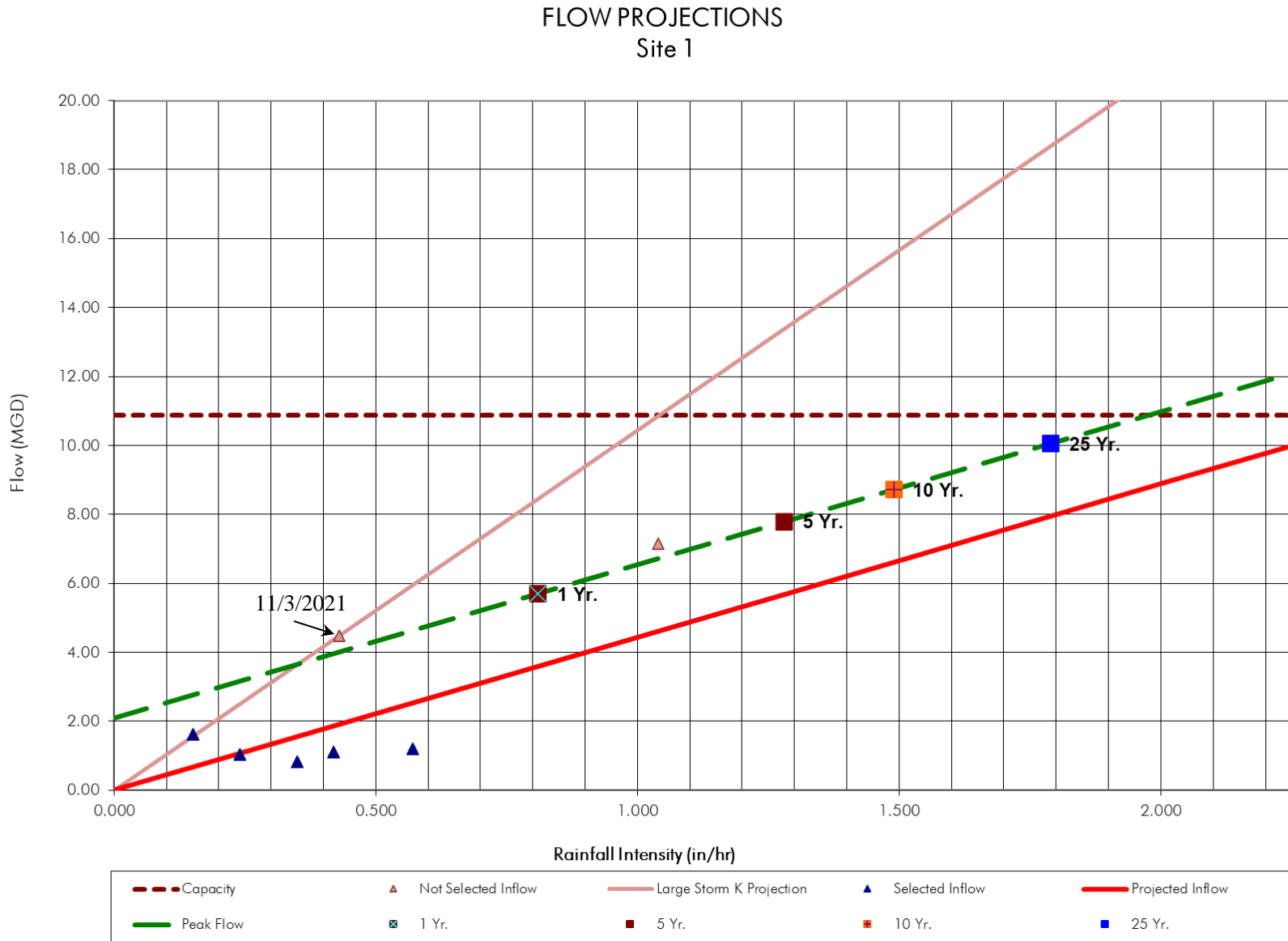


Table 4 – Inflow Calculations and Projections (Site 1)

INFLOW CALCULATIONS AND PROJECTIONS																																																															
Project Name: City of Manor Flow Monitoring Fall 2021																																																															
Project No.: 14925																																																															
Subsystem: 1																																																															
Meter: 1																																																															
Units of Flow: MGD																																																															
<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Storm Count: 7</td> <td style="width: 30%;">Cum. Trib. Area: 1,327 acres</td> <td style="width: 40%;">Pipe Shape: Circular</td> </tr> <tr> <td>Avg Delta Time: 152</td> <td>Cum. Time of Conc.: 120 minutes</td> <td>Pipe Diameter: 24 in</td> </tr> <tr> <td>Avg Kp: 0.00658</td> <td></td> <td>Pipe Slope: 0.006 ft/ft</td> </tr> <tr> <td>Avg Selected Kp: 0.00518</td> <td></td> <td>Pipe Capacity: 10.87 mgd</td> </tr> <tr> <td></td> <td></td> <td>ADDF Cum.: 0.821 mgd</td> </tr> <tr> <td></td> <td></td> <td>ADDF Peak Factor: 1.65</td> </tr> <tr> <td></td> <td></td> <td>Peak ADDF Flow: 1.355 mgd</td> </tr> <tr> <td></td> <td></td> <td>Infiltration: 0.747 mgd</td> </tr> <tr> <td></td> <td></td> <td>Cum. Peak Flow: 2.102 mgd</td> </tr> <tr> <td></td> <td></td> <td>Manning's Coefficient, n: 0.013</td> </tr> </table>																			Storm Count: 7	Cum. Trib. Area: 1,327 acres	Pipe Shape: Circular	Avg Delta Time: 152	Cum. Time of Conc.: 120 minutes	Pipe Diameter: 24 in	Avg Kp: 0.00658		Pipe Slope: 0.006 ft/ft	Avg Selected Kp: 0.00518		Pipe Capacity: 10.87 mgd			ADDF Cum.: 0.821 mgd			ADDF Peak Factor: 1.65			Peak ADDF Flow: 1.355 mgd			Infiltration: 0.747 mgd			Cum. Peak Flow: 2.102 mgd			Manning's Coefficient, n: 0.013															
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<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>YEAR STORM (R)</th> <th>Peak Rainfall Rate (in/hr)</th> <th>Peak Inflow Rate (mgd)</th> <th>Peak Inflow Rate (cfs)</th> <th>Peak Flow (mgd)</th> </tr> </thead> <tbody> <tr><td>0</td><td>0</td><td>0</td><td>0</td><td>2.102</td></tr> <tr><td>1</td><td>0.810</td><td>3.597</td><td>5.566</td><td>5.699</td></tr> <tr><td>2</td><td>1.010</td><td>4.485</td><td>6.940</td><td>6.587</td></tr> <tr><td>5</td><td>1.280</td><td>5.684</td><td>8.795</td><td>7.786</td></tr> <tr><td>10</td><td>1.490</td><td>6.617</td><td>10.238</td><td>8.718</td></tr> <tr><td>25</td><td>1.790</td><td>7.949</td><td>12.299</td><td>10.051</td></tr> <tr><td>50</td><td>2.020</td><td>8.970</td><td>13.880</td><td>11.072</td></tr> <tr><td>100</td><td>2.260</td><td>10.036</td><td>15.529</td><td>12.138</td></tr> </tbody> </table>																			YEAR STORM (R)	Peak Rainfall Rate (in/hr)	Peak Inflow Rate (mgd)	Peak Inflow Rate (cfs)	Peak Flow (mgd)	0	0	0	0	2.102	1	0.810	3.597	5.566	5.699	2	1.010	4.485	6.940	6.587	5	1.280	5.684	8.795	7.786	10	1.490	6.617	10.238	8.718	25	1.790	7.949	12.299	10.051	50	2.020	8.970	13.880	11.072	100	2.260	10.036	15.529	12.138
YEAR STORM (R)	Peak Rainfall Rate (in/hr)	Peak Inflow Rate (mgd)	Peak Inflow Rate (cfs)	Peak Flow (mgd)																																																											
0	0	0	0	2.102																																																											
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50	2.020	8.970	13.880	11.072																																																											
100	2.260	10.036	15.529	12.138																																																											
(1) Storm Name	(2) Total Rainfall (in.)	(3) Length of Storm (hrs)	(4) Time Qp	(5) Time ip	(6) Delta Time (min)	(7) Peak Flow Rate (mgd)	(8) WWP+Infil. Date	(9) WWP+Infil (mgd)	(10) Peak Inflow Rate (mgd)	(11) Rain i in/hr	(12) Kp	(13) Use? Y/N	(14) Selected *Kp*	(15) Time from Qp to 1/2 Inflow (hrs)	(16) *Kv*	(17) Selected *Kv*	(18) Calc. Inflow Vol. mg	(19) Note																																													
9/28/21 21:00	1.65	7.92	9/28/21 21:55	9/28/21 21:20	35	2.260	09/27/21	1.057	1.203	0.570	0.00246	y	0.00246																																																		
10/1/21 4:55	0.73	3.67	10/1/21 7:35	10/1/21 5:05	150	2.189	09/24/21	1.374	0.815	0.350	0.00272	y	0.00272																																																		
10/11/21 0:05	0.49	1.25	10/11/21 0:20	10/11/21 0:05	15	1.591	10/10/21	0.557	1.034	0.240	0.00502	y	0.00502																																																		
10/13/21 21:55	3.15	6.00	10/14/21 9:35	10/14/21 3:30	365	7.789	10/13/21	0.638	7.151	1.040	0.00802	n						Surcharged																																													
10/27/21 5:15	0.89	2.42	10/27/21 8:05	10/27/21 5:25	160	2.210	10/26/21	1.110	1.100	0.420	0.00305	y	0.00305																																																		
11/3/21 2:10	1.89	16.83	11/3/21 13:15	11/3/21 10:35	160	5.097	11/02/21	0.609	4.488	0.430	0.01217	n						Surcharged																																													
11/27/21 7:45	0.70	13.92	11/27/21 17:25	11/27/21 14:25	180	2.784	11/20/21	1.158	1.626	0.150	0.01264	y	0.01264																																																		

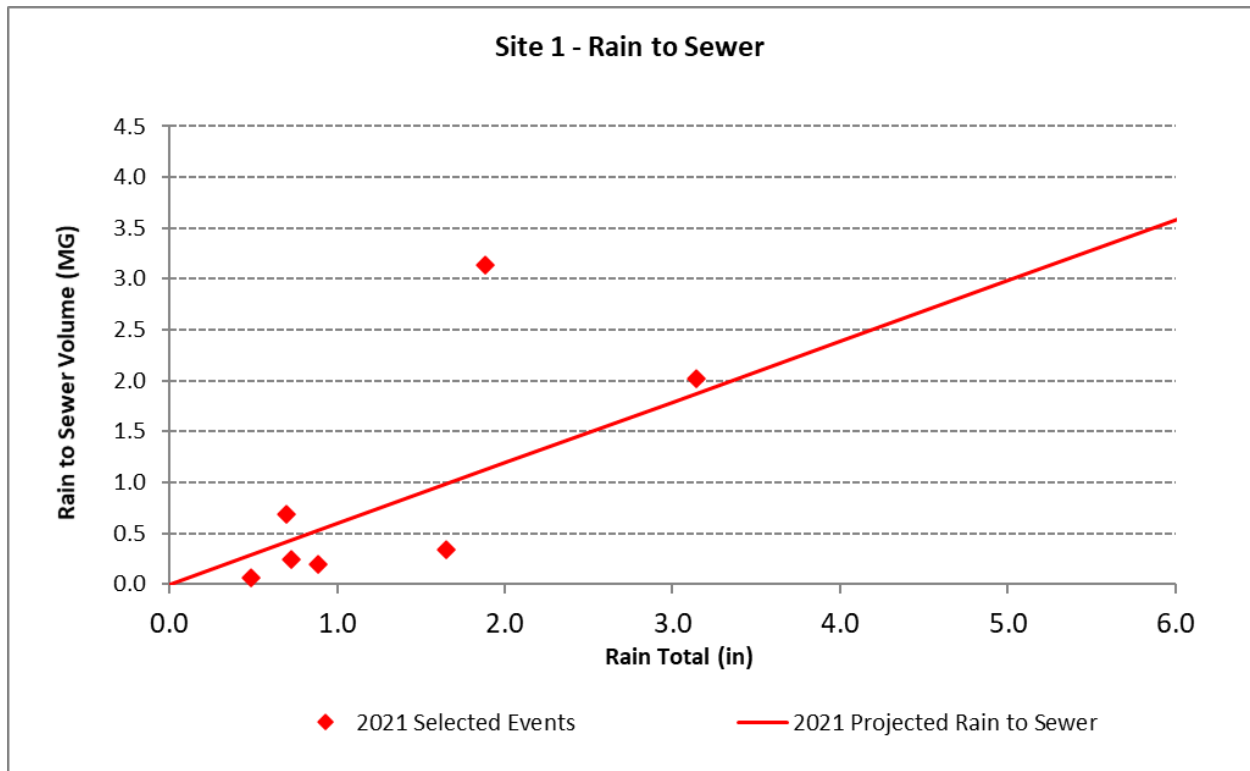
Figure 15 – Inflow Projections (Site 1)



**Table 5 –Rain to Sewer Summary (Site 1)**

Meter Site	Storm Date	Storm Rain Depth (in)	Rain Volume (MG)	Storm I&I Volume (MG)	Rain to Sewer (%)
Site 1 (24")	9/28/2021	1.65	59.452	0.334	0.56%
	10/1/2021	0.73	26.303	0.236	0.90%
	10/11/2021	0.49	17.475	0.065	0.37%
	10/13/2021	3.15	113.318	2.015	1.78%
	10/27/2021	0.89	31.888	0.199	0.62%
	11/3/2021	1.89	67.919	3.138	4.62%
	11/27/2021	0.70	25.222	0.690	2.74%
	<b>Average</b>				

**Figure 16 – Rain to Sewer Volumetric Analysis (Site 1)**



**A.2 Site 2**

**Description**

Site 2 was at manhole N11-003. The meter site is located outside of Wilbarger Wastewater Treatment Plant Site on the northeast side of fenced area. It measured flows in the influent 24” diameter PVC pipe. This meter measures flow that contributes to the Wilbarger Wastewater Treatment Plant.

**Observations**

The average flow depth was 3.95 inches and flow velocity averaged 2.24 feet per second. This site experienced light to medium grease as reported during the site services. There were a few low-level velocity dropouts that were autocorrected using valid readings. The level remained consistent with manual measurements during site visits.

This site surcharged during one rainfall event in fall 2021.

**Table 6 – Surcharge Summary (Site 2)**

		Date of Storm	10/13/2021	11/3/2021
		Total Storm Rainfall (in.)	3.15"	1.89"
Site	Diameter (in.)	Storm Duration (hrs.)	6.00	16.83
2	24	Depth from Invert (in.)	-	45.12 (B)

- (P) Denotes pressurized flow caused by lack of capacity  
(flow velocities generally increase as flow depths increase)
- (B) Denotes flow backup caused by downstream restriction  
(flow velocities generally decrease as flow depths increase)

**Table 7 – Service Interrogations Summary (Site 2)**

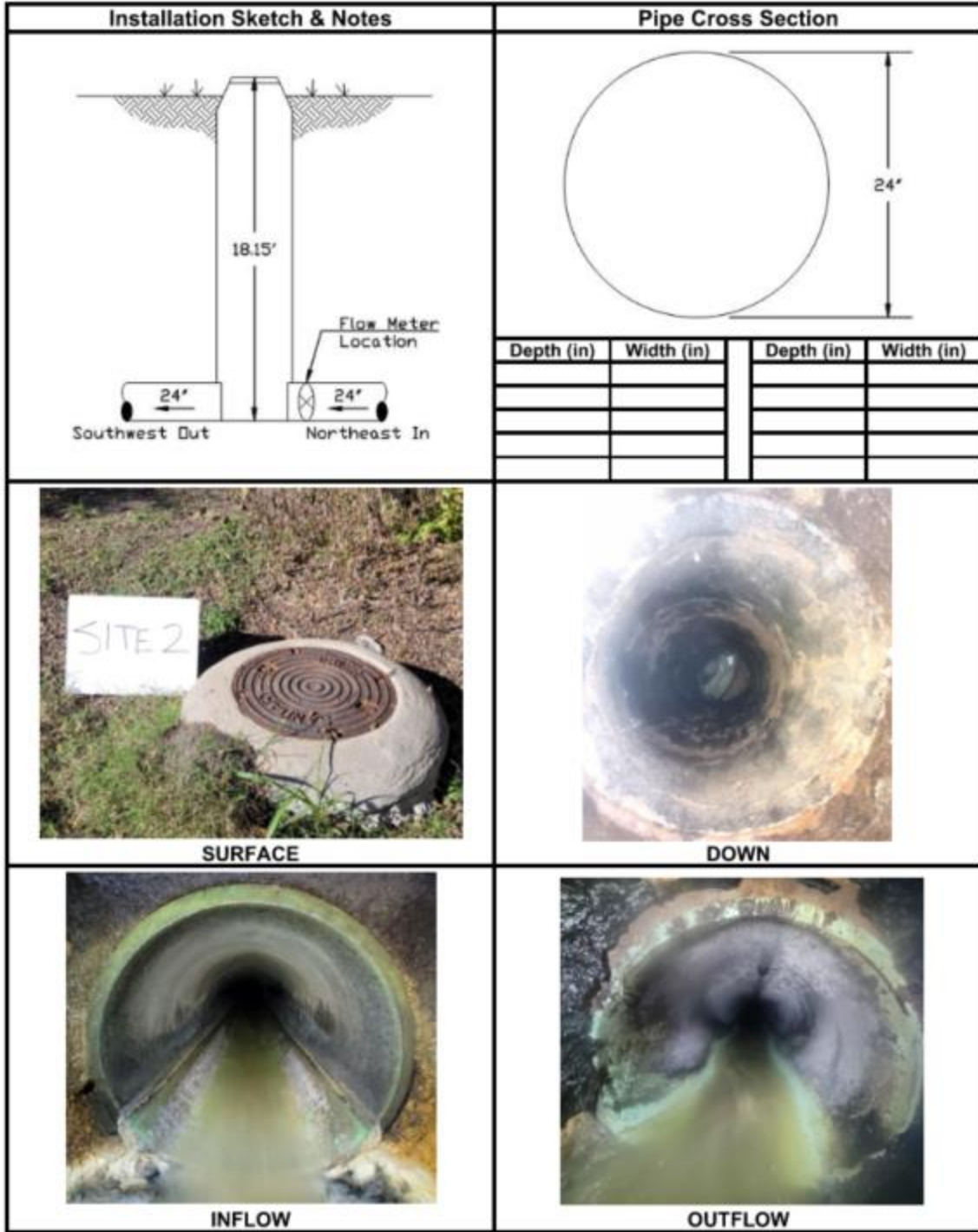
Site ID	Date	Time	Size	Level (in)			Level (in) After Cleaning			Velocity (fps)			Velocity After Cleaning (fps)				
Number	Install / Download		(in)	Manual	Meter	Diff.	Manual	Meter	Diff.	Manual	Meter	Diff.	Manual	Meter	Diff.	Purpose:	Comment:
Site 2	8/30/2021	13:49	24	3.25	3.01	-0.24	3.25	3.24	-0.01	2.25	2.19	-0.06	2.25	2.11	-0.14	Install	Meter installed at in pipe
	9/13/2021	11:07		3.00	2.90	-0.10	3.00	3.00	0.00	1.90	1.90	0.00	2.00	2.25	0.25	Service/Upload	
	9/27/2021	10:58		3.50	3.00	-0.50	4.00	4.00	0.00	2.00	2.10	0.10	2.00	2.00	0.00	Service/Upload	
	10/12/2021	15:48		3.25	3.10	-0.15	4.00	3.90	-0.10	2.00	2.10	0.10	2.00	1.80	-0.20	Service/Upload	
	10/26/2021	15:33		3.00	2.99	-0.01	3.75	3.72	-0.03	2.00	2.05	0.05	2.00	2.02	0.02	Service/Upload	
	11/8/2021	13:40		4.25	4.17	-0.08	4.50	4.50	0.00	2.25	2.36	0.11	2.50	2.49	-0.01	Service/Upload	Medium grease.
	12/1/2021	10:36		5.00	4.86	-0.14	5.00	4.94	-0.06	2.50	2.40	-0.10	2.50	2.39	-0.11	Removal	Light grease.

Figure 17 – Flow Meter Site Investigation (Site 2)

**Flow Meter Site Investigation**

<b>Project:</b> Manor Flow Monitoring		<b>Location:</b> City of Manor, TX		<b>Date/Time:</b> 12-01-2021 / 9:42		<b>Crew:</b> JA-VI	
<b>MH#:</b> N11-003		<b>Pipe Shape:</b> Circular		<b>Pipe Material:</b> PVC		<b>Pipe Size (in):</b> 24	
<b>Site ID:</b> 2	<b>Address:</b> 546 Llano St.		<b>Site Quality:</b> Poor		<b>Monitoring Purpose:</b> Short-term FM		
<b>Location Map</b>				<b>Planar Description</b>			
<p><b>Summary Description:</b>                  Located outside of Wilbarger Wastewater Treatment Plant Site on the Northeast side of the fenced area. 100 feet north of last house on Llano Street.</p>							
<b>Site Hazards</b>		<b>Measurements</b>		<b>Site Conditions</b>			
Heavy Traffic? None		Manhole Depth (ft): 18.15		Surcharge Evidence? No			
Needed Traffic Attendants: 0		Manhole Dia. (in): 48.00		Depth of Surcharge (ft): 0.00			
H <sub>2</sub> S: 0	O <sub>2</sub> : 20.8	MH Cover Size (in): 24.00		Depth of Debris (in): 0.00			
LEL: 0	CO: 0	MH Cover Type: Standard		Usable MH Steps? No			
Describe potential hazards:		Measured Flow Depth (in): 5.00		Meter: ISCO 2150			
		Velocity (fps): 2.50		Cellular Signal Strength: N/A			
		Mounting Band Description: Scissor Jack Band		Antennae Install Considerations: N/A			
		Other Comments:		Permanent Power Available? No			







**Figure 18 – Site Information (Site 2)**

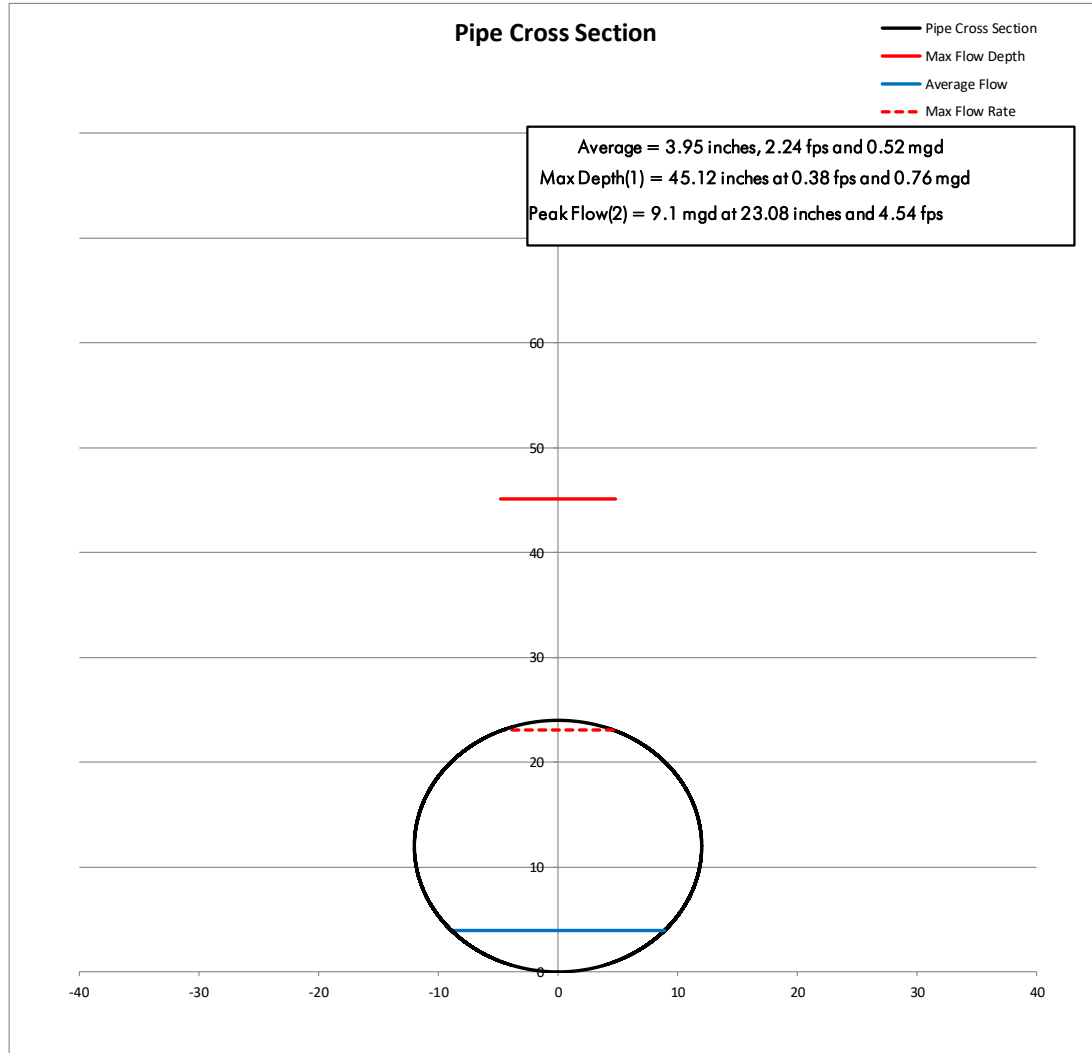
**SITE INFORMATION RECORD**

**Site Information**

Meter ID #:	2
Monitoring Program:	Short-Term FM
Manhole #:	N11-003

**Sewer Information**

Pipe Shape	Circle
Pipe Height, H (in):	24
Pipe Width, W (in):	24
Manning Roughness Coefficient, n:	0.013
As-Built Pipe Slope, S (ft/ft):	0.0035 ASSUMEDI



Site ID Number	Date	Diameter (in.)	Time	Level (in.) After Cleaning			Velocity (fps) After Cleaning			
				Manual	Meter	Diff	Manual	Meter	Diff.	
Site 2	8/30/2021	24	13:49	3.25	3.24	-0.01	2.25	2.11	-0.14	
	9/13/2021		11:07	3.00	3.00	0.00	2.00	2.25	0.25	
	9/27/2021		10:58	4.00	4.00	0.00	2.00	2.00	0.00	
	10/12/2021		15:48	4.00	3.90	-0.10	2.00	1.80	-0.20	
	10/26/2021		15:33	3.75	3.72	-0.03	2.00	2.02	0.02	
	11/8/2021		13:40	4.50	4.50	0.00	2.50	2.49	-0.01	
	12/1/2021		10:36	5.00	4.94	-0.06	2.50	2.39	-0.11	

Figure 19 – August-September Monthly Flow Hydrograph (Site 2)

**SITE 2 HYDROGRAPH**  
**(MH N11-003) 24"**

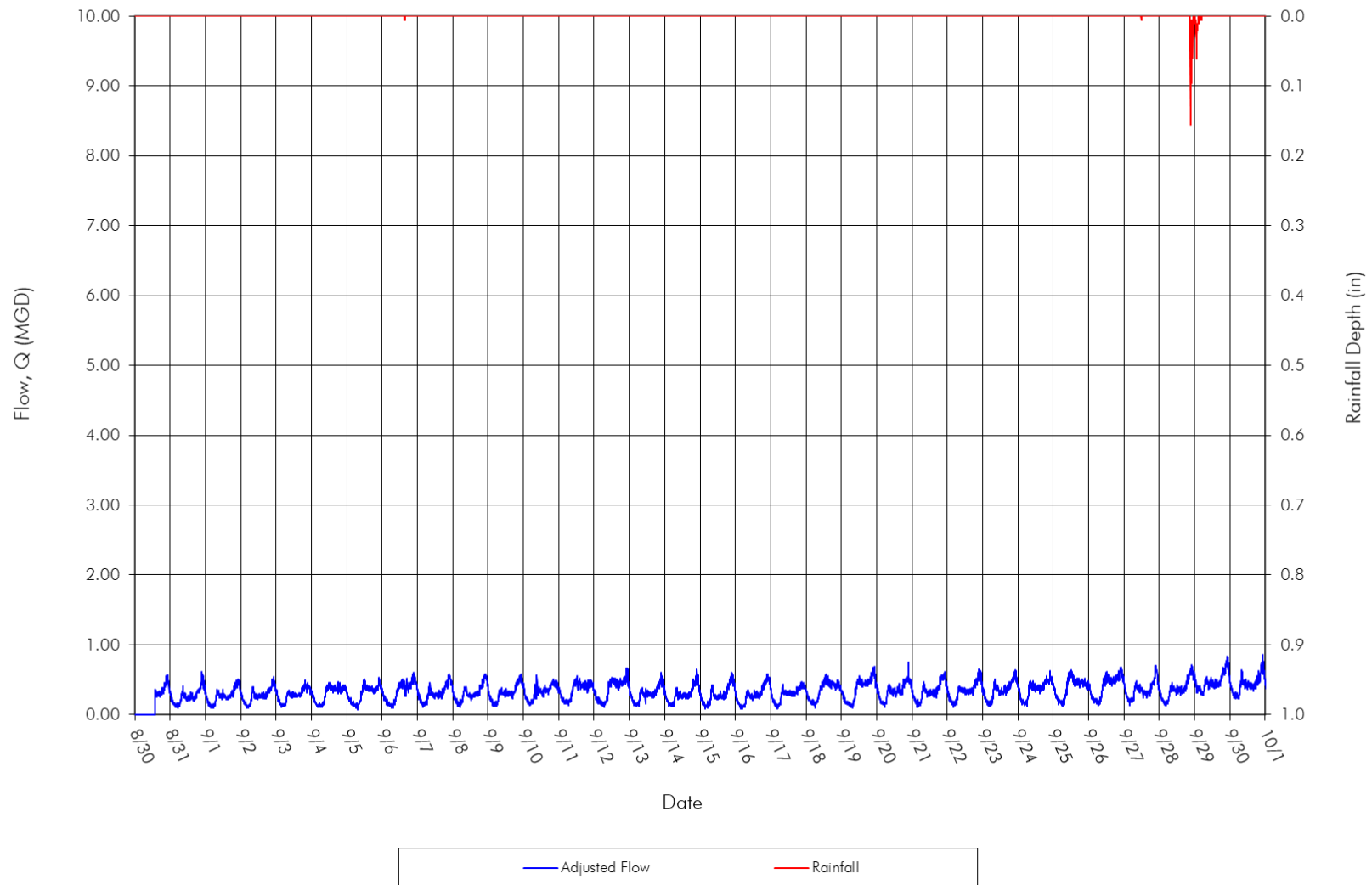


Figure 20 – August-September Monthly Level and Velocity Hydrograph (Site 2)

SITE 2 LEVEL & VELOCITY

(MH N11-003) 24"

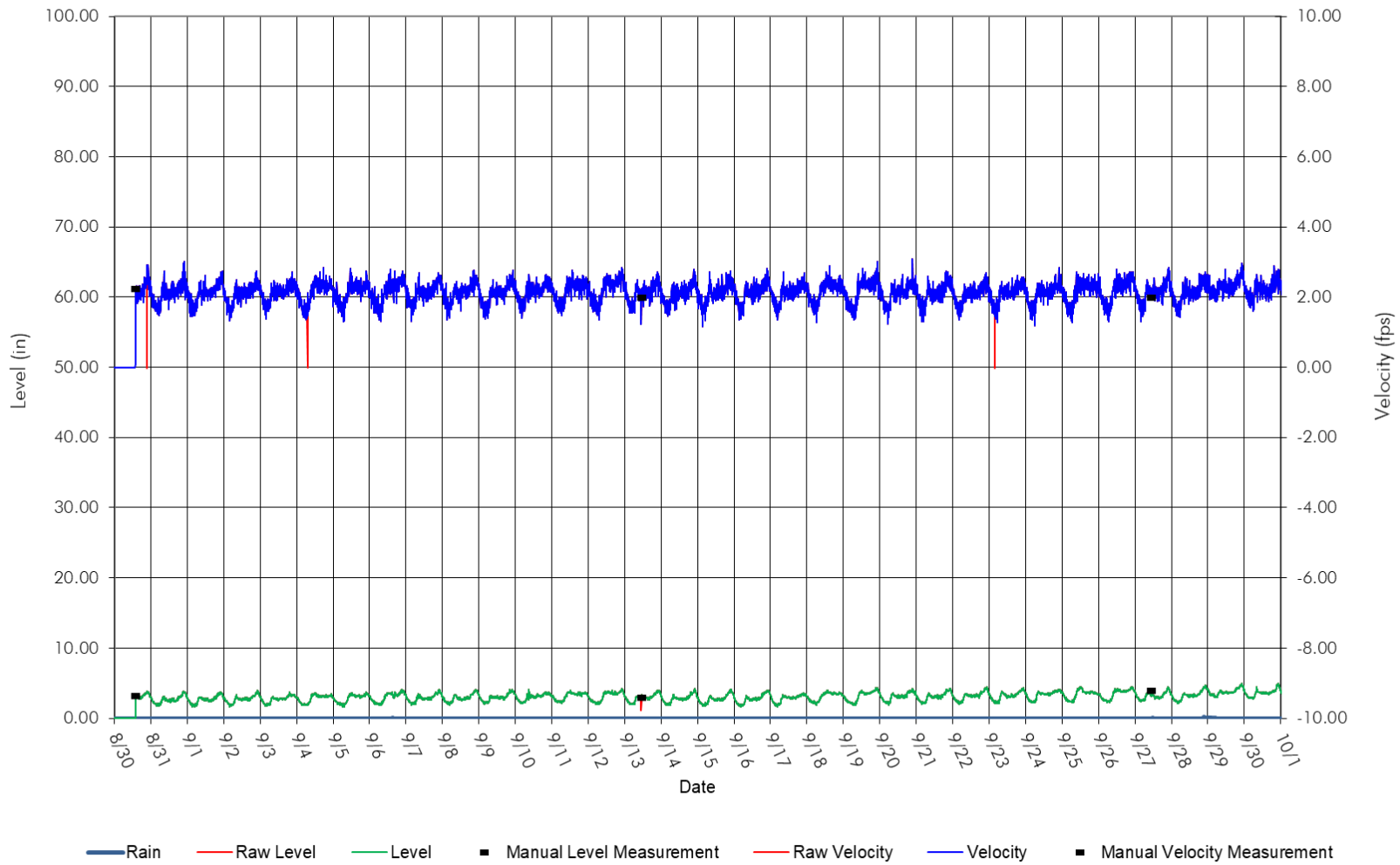


Figure 21 – October Flow Hydrograph (Site 2)

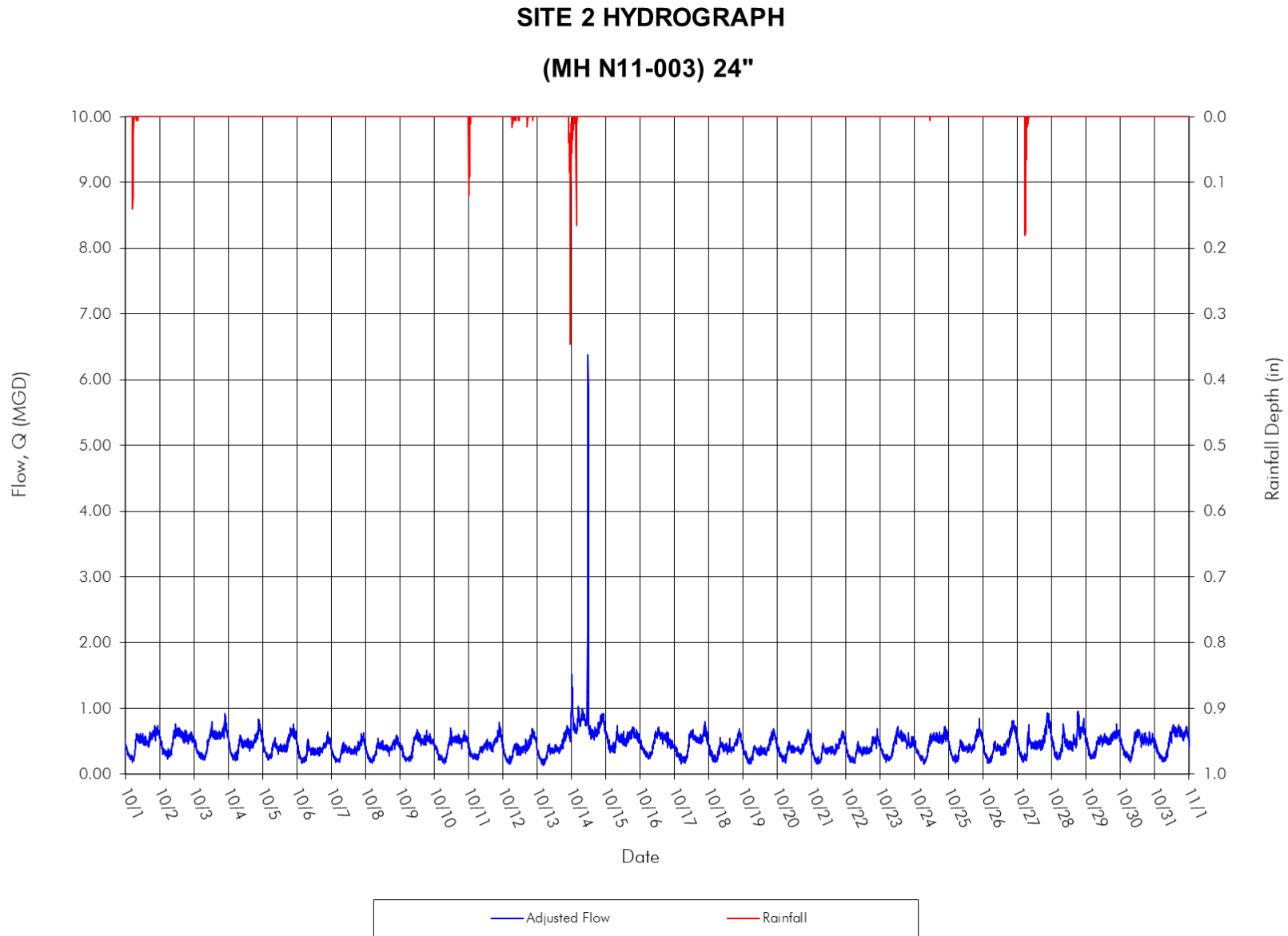


Figure 22 – October Monthly Level and Velocity Hydrograph (Site 2)

SITE 2 LEVEL & VELOCITY

(MH N11-003) 24"

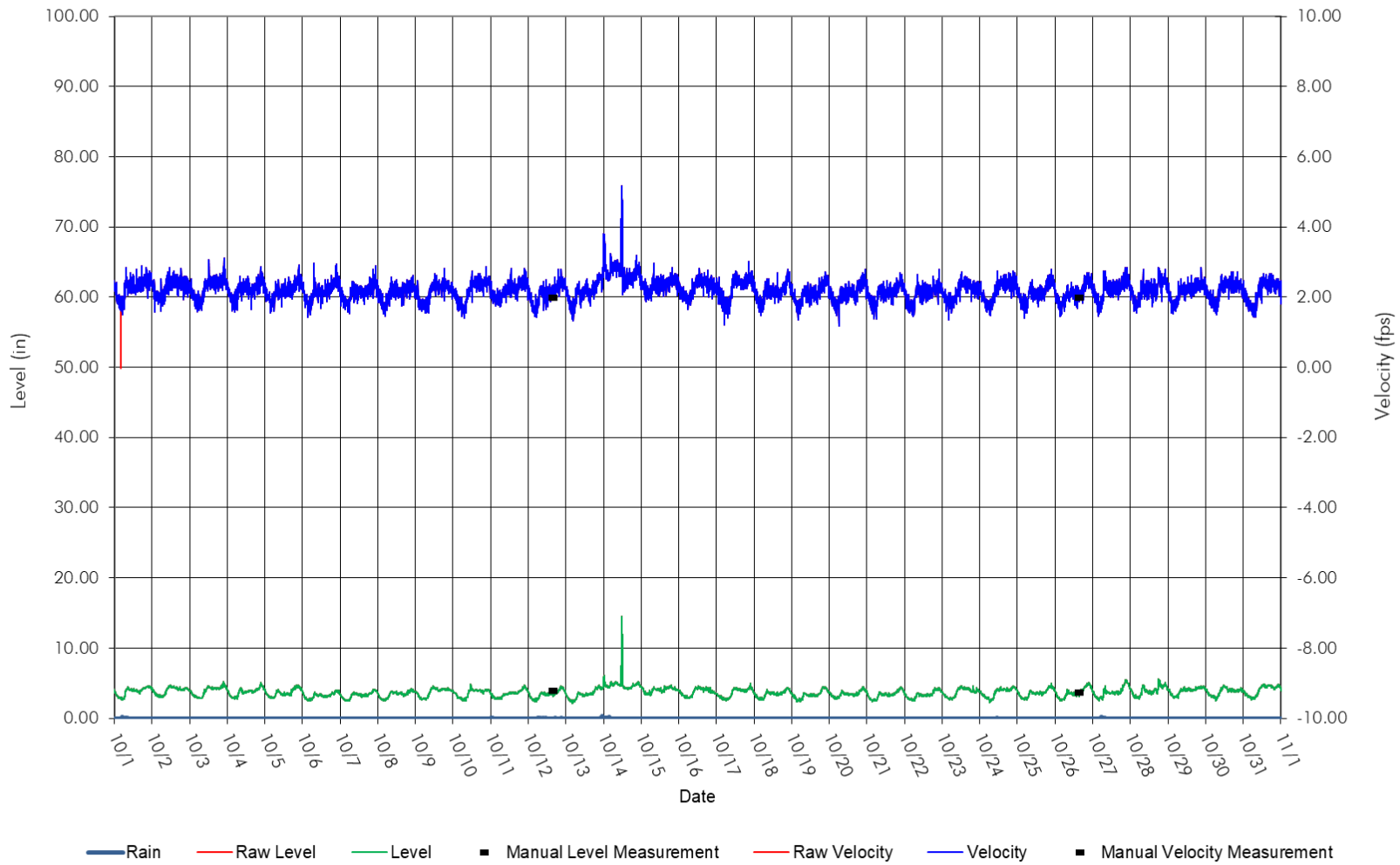


Figure 23 – November-December Monthly Flow Hydrograph (Site 2)

**SITE 2 HYDROGRAPH  
(MH N11-003) 24"**

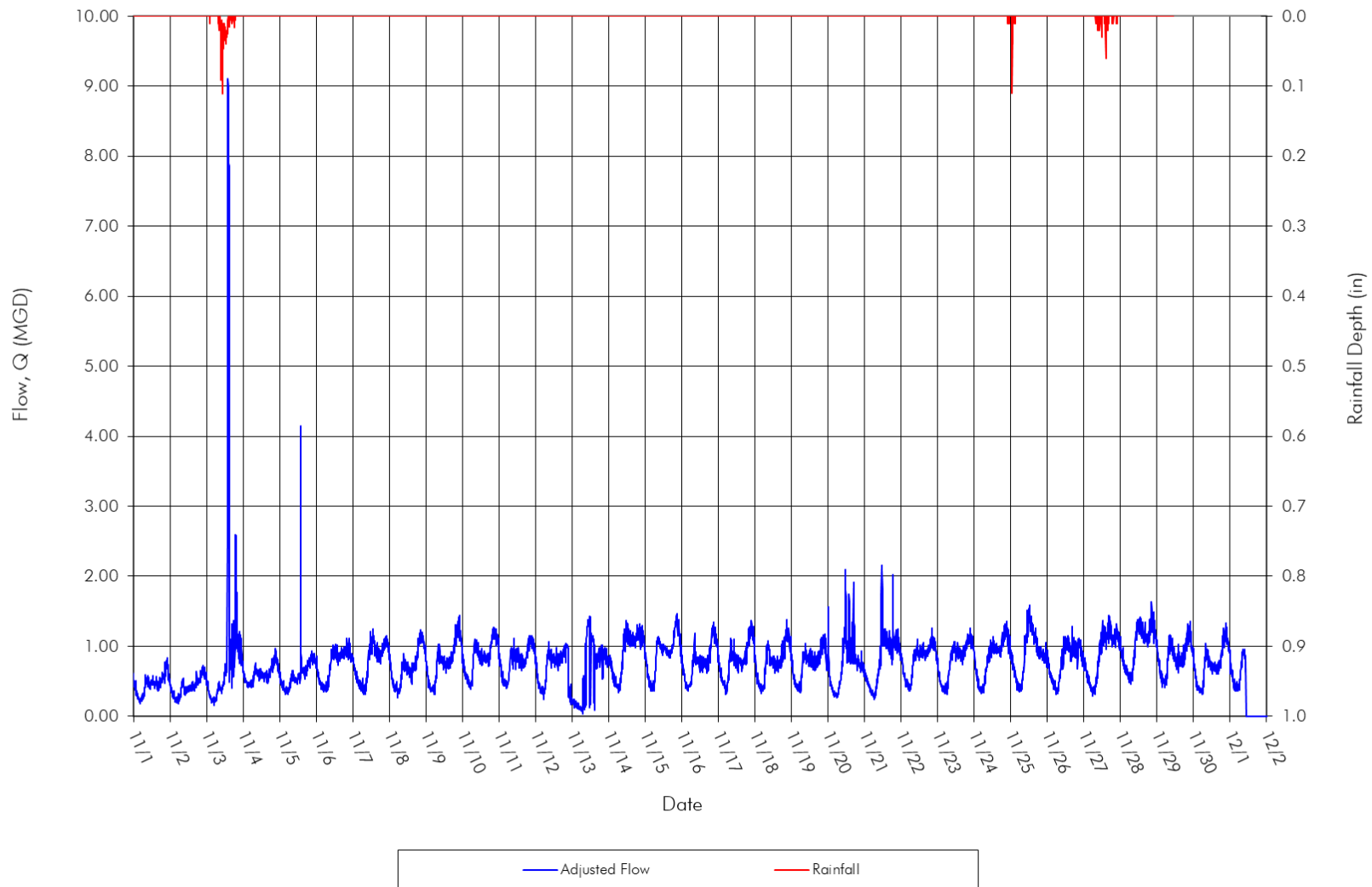


Figure 24 – November-December Level and Velocity Hydrograph (Site 2)

SITE 2 LEVEL & VELOCITY

(MH N11-003) 24"

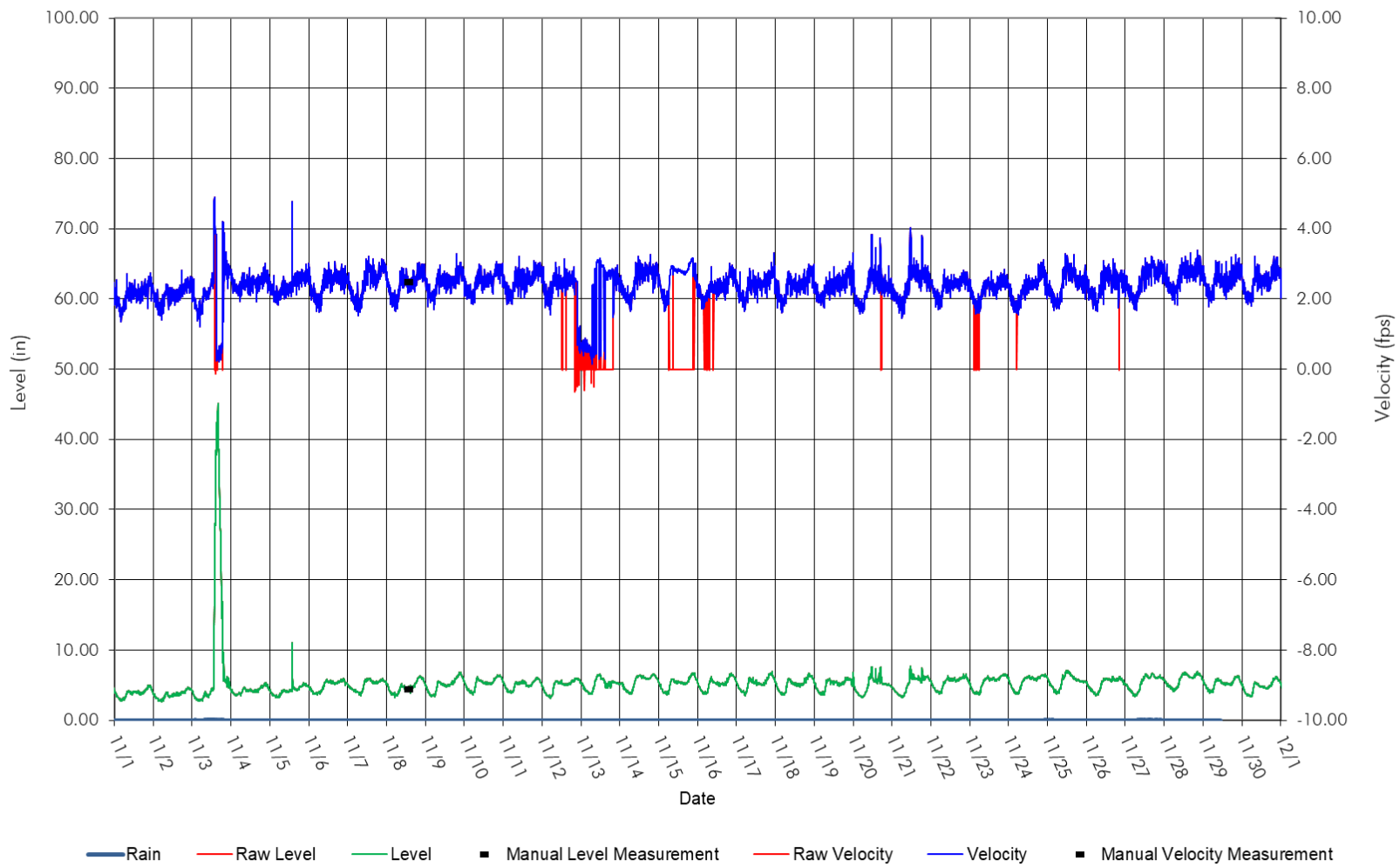


Figure 25 – Overall Flow Hydrograph (Site 2)

**SITE 2 HYDROGRAPH  
(MH N11-003) 24"**

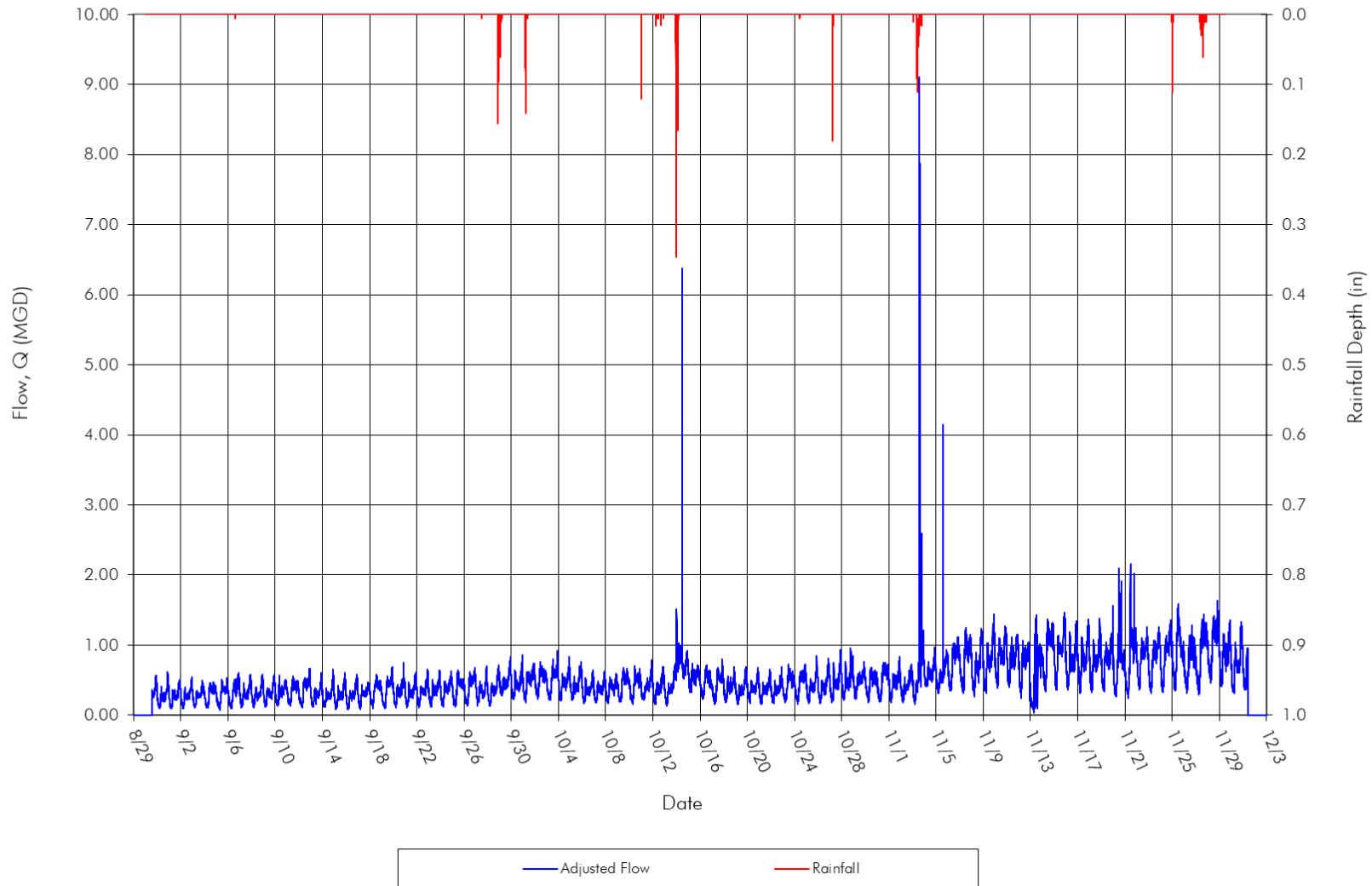




Figure 26 – Overall Level and Velocity Hydrograph (Site 2)

SITE 2 LEVEL & VELOCITY

(MH N11-003) 24"

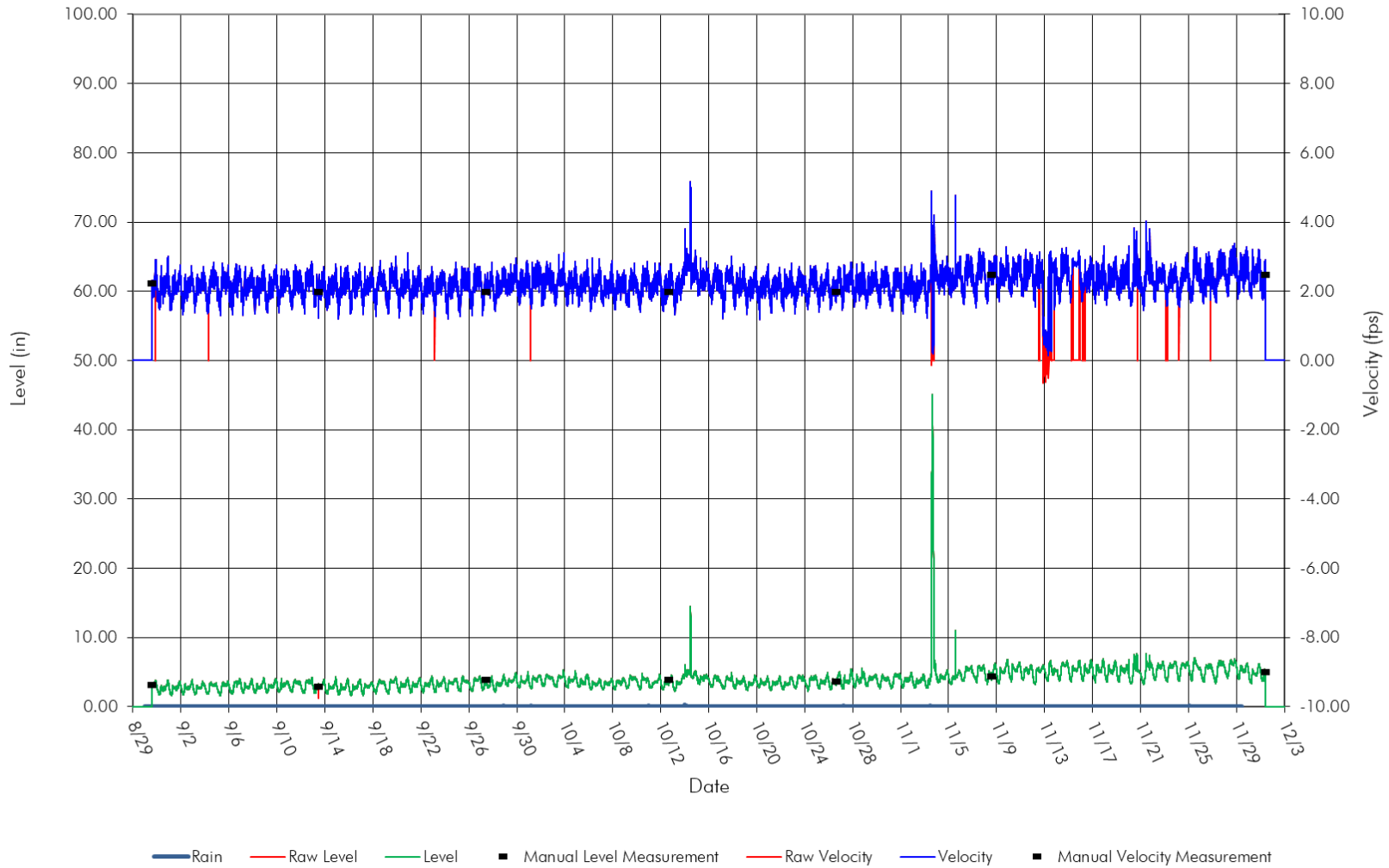


Figure 27 – Standard Flow Scattergraph (Site 2)

**SITE 2 SCATTERGRAPH  
(MH N11-003) 24"**

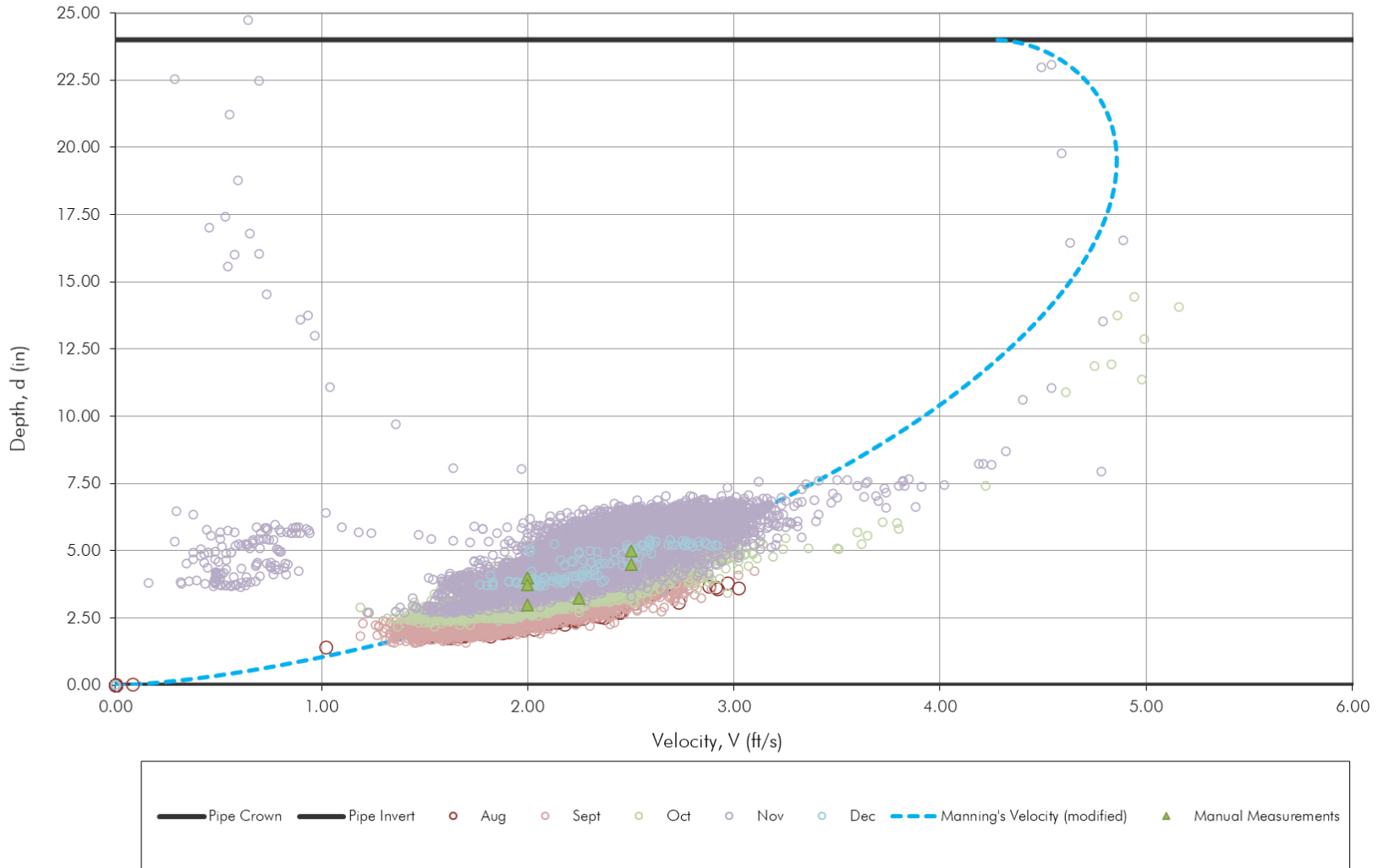
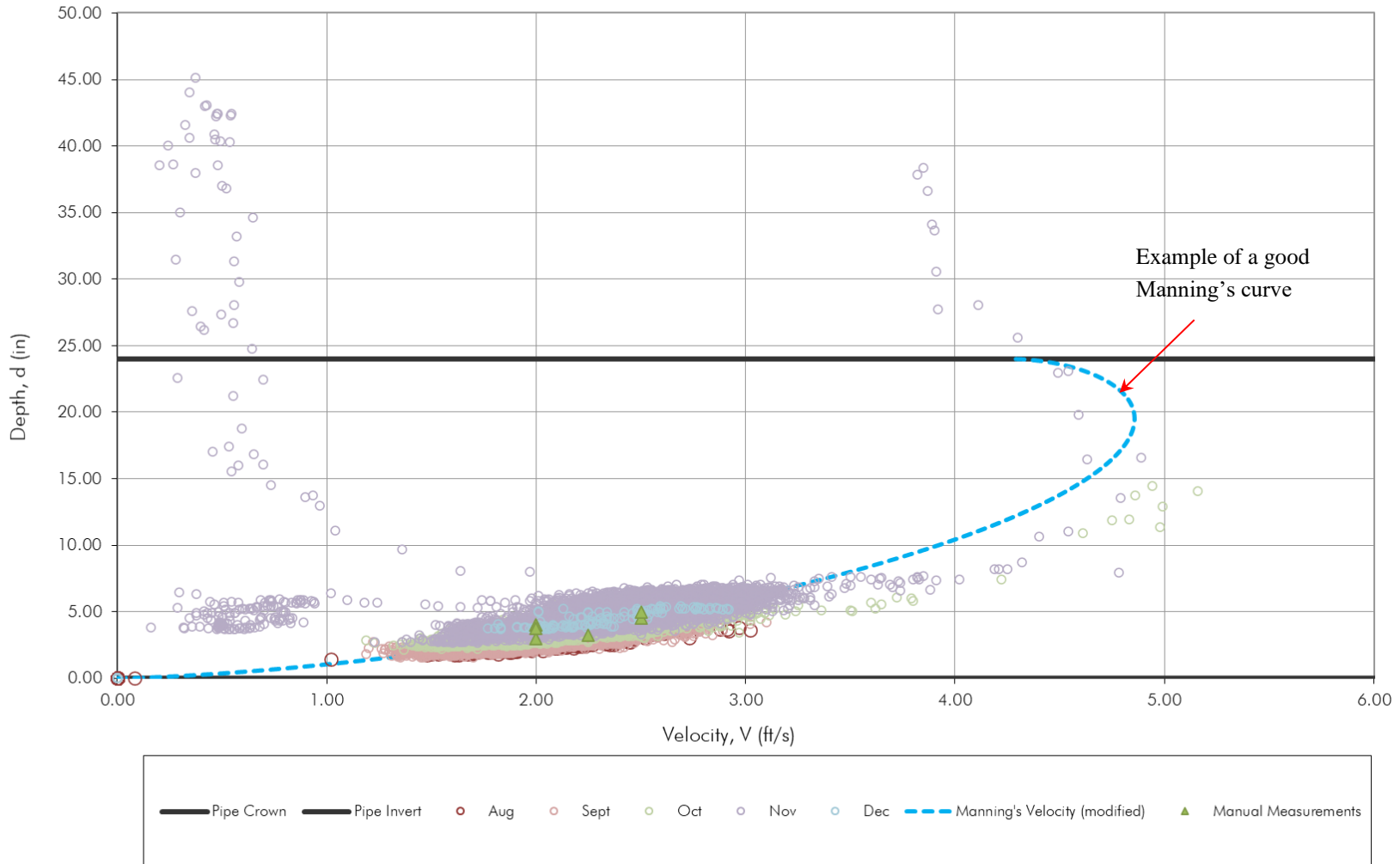


Figure 28 – Surcharged Flow Scattergraph (Site 2)

**SITE 2 SCATTERGRAPH**  
**(MH N11-003) 24"**



**Table 8 – ADDF and Infiltration Summary (Site 2)**

AVERAGE DAILY DRY WEATHER FLOW, WASTEWATER PRODUCTION, AND INFILTRATION							
Project Name		City of Manor Flow Monitoring Fall 2021					
Project No:		14925		Units of Flow: MGD			
Subsystem:		2					
Meter:		2					
(1) DW/LG Date	(2) Day	(3) Avg. Dry Weather (ADDF) Flow	(4) Peak Hourly Dry Weather Flow	(5) Diurnal Peaking Factor	(6) DW/LG Lowest 3-Hour Flow	(7) DW/HG Date	(8) DW/HG Lowest 3-Hour Flow
12-Sep-21	Sun	0.364	0.618	1.695	0.150	28-Nov-21	0.569
13-Sep-21	Mon	0.305	0.516	1.695	0.146		
14-Sep-21	Tue	0.292	0.562	1.928	0.142		
15-Sep-21	Wed	0.284	0.538	1.893	0.127		
16-Sep-21	Thu	0.287	0.534	1.857	0.116	04-Nov-21	0.449
17-Sep-21	Fri	0.293	0.426	1.455	0.126	15-Oct-21	0.386
18-Sep-21	Sat	0.345	0.517	1.499	0.161	16-Oct-21	0.280
<b>7 Count</b>		<b>0.310 Average</b>	<b>0.530 Average</b>	<b>1.717 Average</b>	<b>0.138 Average</b>	<b>4 Count</b>	<b>0.421 Average</b>

Notes:

DW/LG = Dry Weather/Low Groundwater

DW/HG = Dry Weather/High Groundwater

<b>Summary:</b>	Wastewater Production (WWP):	<b>0.310</b> (Assume = ADDF or enter value)
	Avg. Dry Weather Flow (ADDF):	<b>0.310</b>
	Diurnal Peaking Factor (DPF):	<b>1.717</b>
	Dry Weather Infiltration (DWI):	<b>0.000</b> (ADDF - WWP)
	Wet Weather Infiltration Increase (WWI):	<b>0.283</b> (DW/HG - DW/LG)
	Total Infiltration (TI):	<b>0.283</b> (WWI + DWI, DWI > 0)
	Large User Flow	<b>0.000</b>
	Distributed Flow (ADDF - Large User)	<b>0.310</b>

Figure 29 – Dry Weather Diurnal (Site 2)

DIURNAL CURVES  
Meter ID #:2

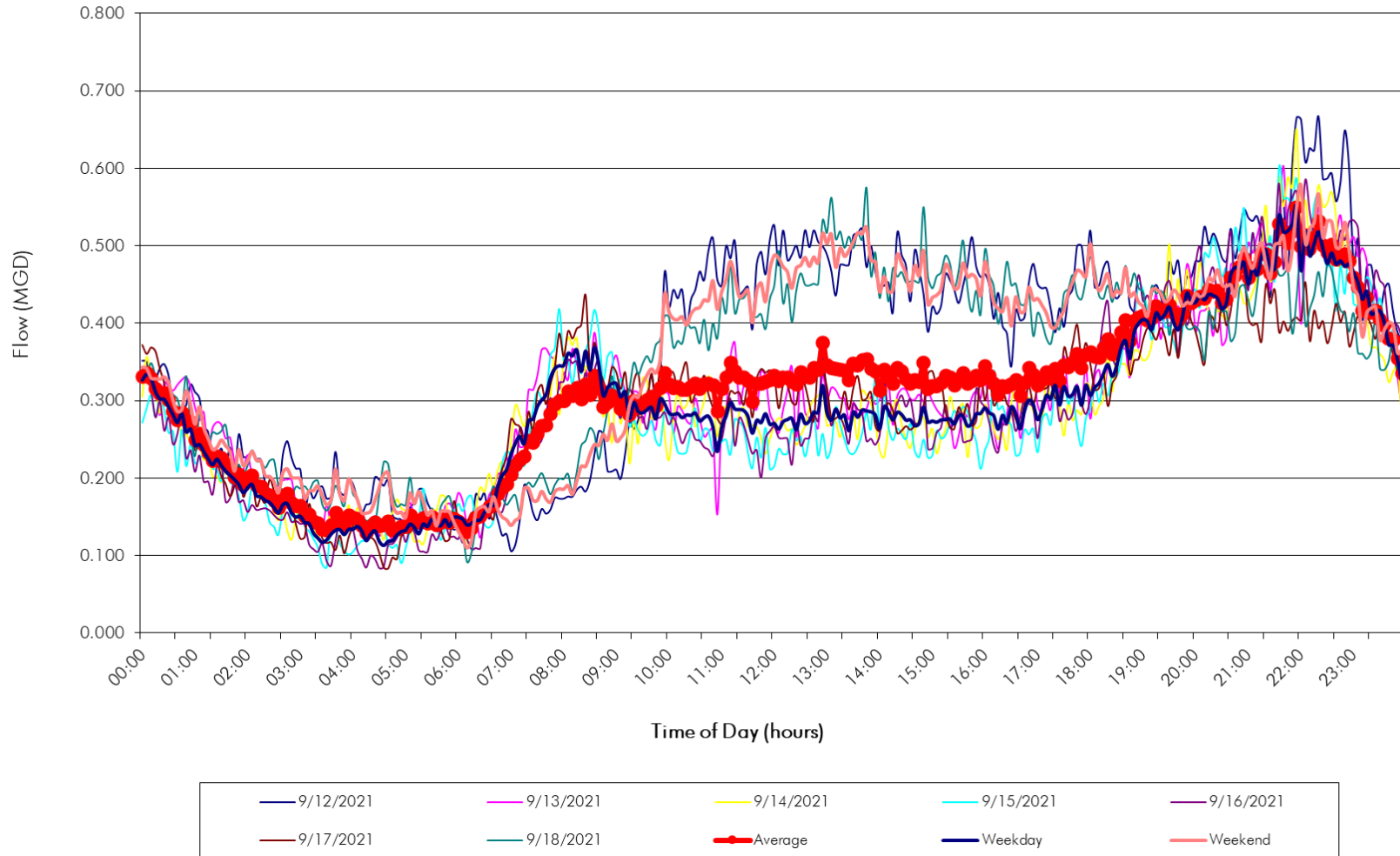


Figure 30 – High/Low Groundwater Diurnal (Site 2)

DRY WEATHER/HIGH GROUNDWATER VS.  
DRY WEATHER/LOW GROUNDWATER  
Meter ID #:2

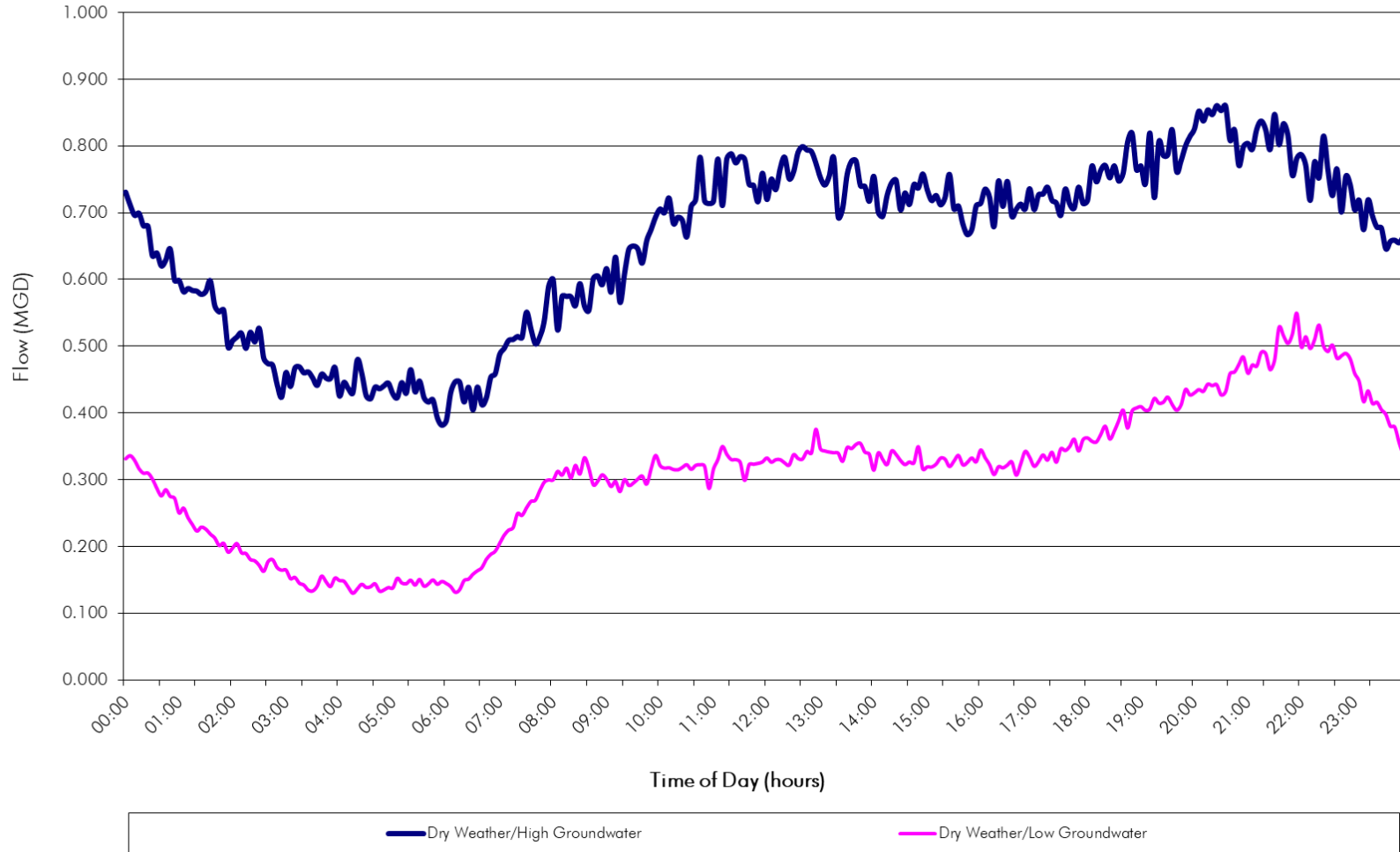
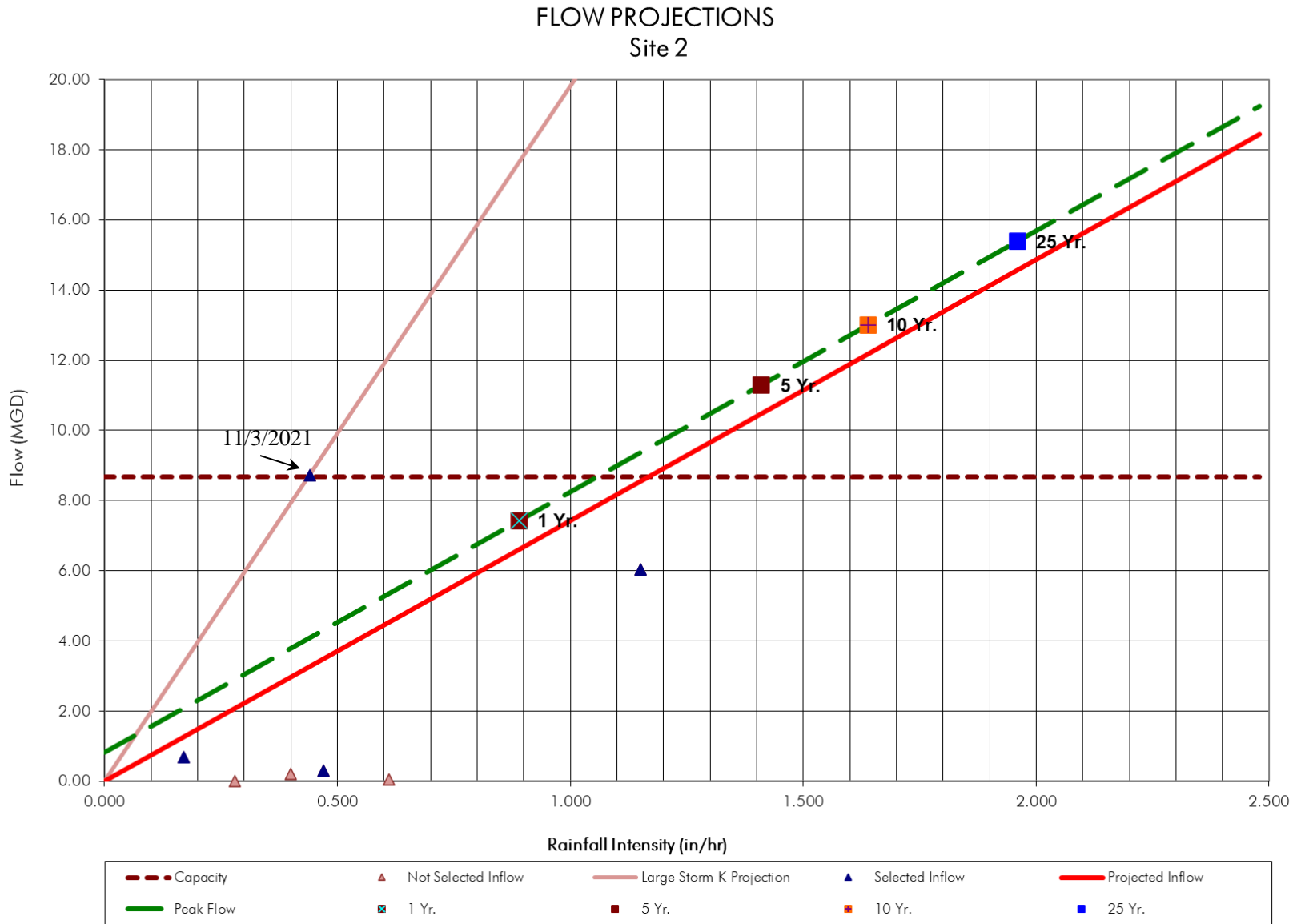


Table 9 – Inflow Calculations and Projections (Site 2)

INFLOW CALCULATIONS AND PROJECTIONS																		
Project Name: City of Manor Flow Monitoring Fall 2021																		
Project No.: 14925																		
Subsystem: 2																		
Meter: 2																		
Units of Flow: MGD																		
Storm Count: 7		Cum. Trib. Area: 762 acres		Pipe Shape: Circular														
Avg Delta Time: 169		Cum. Time of Conc.: 105 minutes		Pipe Diameter: 24 in														
Avg Kp: 0.00881				Pipe Slope: 0.004 ft/ft														
Avg Selected Kp: 0.01509				Pipe Capacity: 8.67 mgd														
				ADDF Cum.: 0.310 mgd														
				ADDF Peak Factor: 1.72														
				Peak ADDF Flow: 0.532 mgd														
				Infiltration: 0.283 mgd														
				Cum. Peak Flow: 0.815 mgd														
				Manning's Coefficient, n: 0.013														
Projected Inflow																		
YEAR STORM (R)	Peak Rainfall Rate (in/hr)	Peak Inflow Rate (mgd)	Peak Inflow Rate (cfs)	Peak Flow (mgd)														
0	0	0	0	0.815														
1	0.890	6.615	10.235	7.430														
2	1.110	8.250	12.765	9.065														
5	1.410	10.480	16.216	11.295														
10	1.640	12.190	18.861	13.005														
25	1.960	14.568	22.541	15.383														
50	2.220	16.501	25.531	17.316														
100	2.480	18.433	28.521	19.248														
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)
Storm Name	Total Rainfall (in.)	Length of Storm (hrs)	Time Qp	Time ip	Delta Time (min)	Peak Flow Rate (mgd)	WWP+Inflit. Date	WWP+Inflit. (mgd)	Peak Inflow Rate (mgd)	Rain i in/hr	Kp	Use? Y/N	Selected *Kp*	Time from Qp to 1/2 Inflow (hrs)	*Kv*	Selected *Kv*	Calc. Inflow Vol. mg	Note
9/28/21 21:00	1.65	7.92	9/28/21 21:55	9/28/21 21:20	35	0.630	09/21/21	0.588	0.042	0.610	0.00014	n						No reaction
10/1/21 4:55	0.73	3.67	10/1/21 7:40	10/1/21 5:05	155	0.614	09/30/21	0.395	0.219	0.400	0.00111	n						No reaction
10/11/21 0:05	0.49	1.25	10/11/21 0:20	10/11/21 0:05	15	0.429	10/10/21	0.423	0.006	0.280	0.00005	n						No reaction
10/13/21 21:55	3.15	6.00	10/14/21 11:35	10/14/21 3:30	485	6.377	10/13/21	0.336	6.041	1.150	0.01067	y	0.01067					
10/27/21 5:15	0.89	2.42	10/27/21 8:05	10/27/21 5:25	160	0.747	10/26/21	0.446	0.302	0.470	0.00130	y	0.00130					
11/3/21 2:10	1.89	16.83	11/3/21 14:00	11/3/21 10:35	205	9.102	11/02/21	0.389	8.713	0.440	0.04021	y	0.04021					Surcharged just after peak
11/27/21 7:45	0.70	13.92	11/27/21 16:35	11/27/21 14:25	130	1.440	11/20/21	0.754	0.686	0.170	0.00819	y	0.00819					

Figure 31 – Inflow Projections (Site 2)

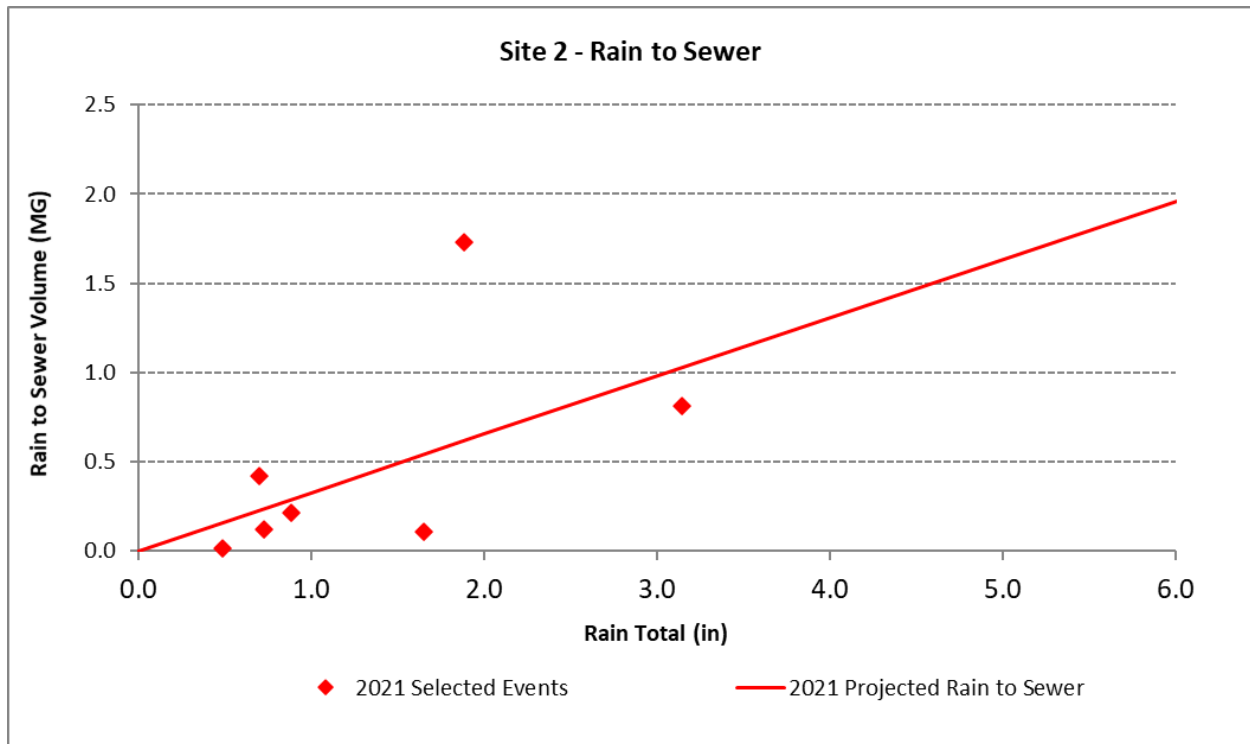




**Table 10 –Rain to Sewer Summary (Site 2)**

Meter Site	Storm Date	Storm Rain Depth (in)	Rain Volume (MG)	Storm I&I Volume (MG)	Rain to Sewer (%)
Site 2 (24")	9/28/2021	1.65	34.139	0.109	0.32%
	10/1/2021	0.73	15.104	0.124	0.82%
	10/11/2021	0.49	10.035	0.015	0.15%
	10/13/2021	3.15	65.070	0.815	1.25%
	10/27/2021	0.89	18.311	0.216	1.18%
	11/3/2021	1.89	39.001	1.727	4.43%
	11/27/2021	0.70	14.483	0.418	2.89%
	<b>Average</b>				

**Figure 32 – Rain to Sewer Volumetric Analysis (Site 2)**



### A.3 Site 3

#### Description

Site 3 (manhole O10-027) is located in greenbelt between Gregg Street and Llano Street. The flow meter measures flow in the 15” diameter PVC outflow pipe. Flows from Site 4 and Site 5 are pumped into the metered-out pipe. This meter site contributes to the Wilbarger Wastewater Treatment Plant and is an exterior basin to Site 1. Flows from Basin 4 and Basin 5 are pumped in via the Wildhorse Lift Station.

#### Observations

The average flow depth for this site was 1.49 inches and 2.9 feet per second for the 2021 monitoring period. This site was considered a good metering site but did experience some light to medium grease at site visits. There were a few velocity dropouts that were corrected using valid readings. Level readings remained consistent with manual measurements at site visits. The flow data reflects the “on” and “off” cycling as it is located downstream of the Wildhorse Creek lift station.

There wasn’t much reaction to most storm events. However, this site surcharged due to backups during the two larger storms that took place during the fall 2021 flow monitoring.

**Table 11 – Surge Summary (Site 3)**

		Date of Storm	10/13/2021	11/3/2021
		Total Storm Rainfall (in.)	3.15"	1.89"
Site	Diameter (in.)	Storm Duration (hrs.)	6.00	16.83
3	15	Depth from Invert (in.)	17.47 (B)	24.74 (B)

- (P) Denotes pressurized flow caused by lack of capacity  
(flow velocities generally increase as flow depths increase)
- (B) Denotes flow backup caused by downstream restriction  
(flow velocities generally decrease as flow depths increase)

**Table 12 – Service Interrogations Summary (Site 3)**

Site ID	Date	Time	Size	Level (in)			Level (in) After Cleaning			Velocity (fps)			Velocity After Cleaning (fps)				
Number	Install / Download		(in)	Manual	Meter	Diff.	Manual	Meter	Diff.	Manual	Meter	Diff.	Manual	Meter	Diff.	Purpose:	Comment:
Site 3	8/30/2021	14:58	15	1.00	0.88	-0.12	1.00	0.97	-0.03	0.85	0.69	-0.16	0.85	0.75	-0.10	Install	Meter installed at out pipe
	9/13/2021	11:33		1.00	0.90	-0.10	1.25	0.80	-0.45	2.25	2.70	0.45	2.25	2.40	0.15	Service/Upload	
	9/27/2021	11:20		1.50	1.40	-0.10	1.00	1.20	0.20	1.75	1.75	0.00	2.30	2.30	0.00	Service/Upload	
	10/12/2021	15:00		1.76	1.00	-0.76	1.00	0.90	-0.10	1.00	1.50	0.50	1.00	1.30	0.30	Service/Upload	
	10/26/2021	15:52		1.50	1.12	-0.38	1.50	1.20	-0.30	1.75	1.77	0.02	2.00	1.94	-0.06	Service/Upload	
	11/8/2021	14:03		1.50	1.59	0.09	1.50	1.64	0.14	3.00	3.07	0.07	2.75	2.74	-0.01	Service/Upload	Medium to heavy grease on the sides.
	11/30/2021	14:36		1.50	1.06	-0.44	1.50	1.07	-0.43	1.50	1.46	-0.04	1.50	1.52	0.02	Removal	Light grease.

Figure 33 – Flow Meter Site Investigation (Site 3)

**Flow Meter Site Investigation**

<b>Project:</b> Manor I&I Program		<b>Location:</b> City of Manor, TX		<b>Date/Time:</b> 11-30-2021 / 14:36		<b>Crew:</b> JA-VI	
<b>MH#:</b> O10-027		<b>Pipe Shape:</b> Circular		<b>Pipe Material:</b> PVC		<b>Pipe Size (in):</b> 15	
<b>Site ID:</b> 3	<b>Address:</b> Gregg St.		<b>Site Quality:</b> Fair		<b>Monitoring Purpose:</b> Short-term FM		
<b>Location Map</b>				<b>Planar Description</b>			
<p><b>Summary Description:</b>                  Located in greenbelt between Gregg Street and Llano Street. Accessible through both roads and manhole has a wastewater green post marker.</p>							
<b>Site Hazards</b>		<b>Measurements</b>		<b>Site Conditions</b>			
Heavy Traffic? None		Manhole Depth (ft): 6.50		Surcharge Evidence? No			
Needed Traffic Attendants: 0		Manhole Dia. (in): 48.00		Depth of Surcharge (ft): 0.00			
H <sub>2</sub> S: 0	O <sub>2</sub> : 20.8	MH Cover Size (in): 32.00		Depth of Debris (in): 0.00			
LEL: 0	CO: 0	MH Cover Type: Standard		Usable MH Steps? No			
Describe potential hazards:		Measured Flow Depth (in): 1.50		Meter: ISCO 2150			
		Velocity (fps): 1.50		Cellular Signal Strength: N/A			
		Mounting Band Description: Scissor Jack Band		Antennae Install Considerations: N/A			
		Other Comments:		Permanent Power Available? No			



Installation Sketch & Notes	Pipe Cross Section																																				
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Depth (in)</th> <th style="width: 25%;">Width (in)</th> <th style="width: 25%;">Depth (in)</th> <th style="width: 25%;">Width (in)</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Depth (in)	Width (in)	Depth (in)	Width (in)																																
Depth (in)	Width (in)	Depth (in)	Width (in)																																		
<p style="text-align: center;"><b>SURFACE</b></p>	<p style="text-align: center;"><b>DOWN</b></p>																																				
<p style="text-align: center;"><b>INFLOW</b></p>	<p style="text-align: center;"><b>OUTFLOW</b></p>																																				



**Figure 34 – Site Information (Site 3)**

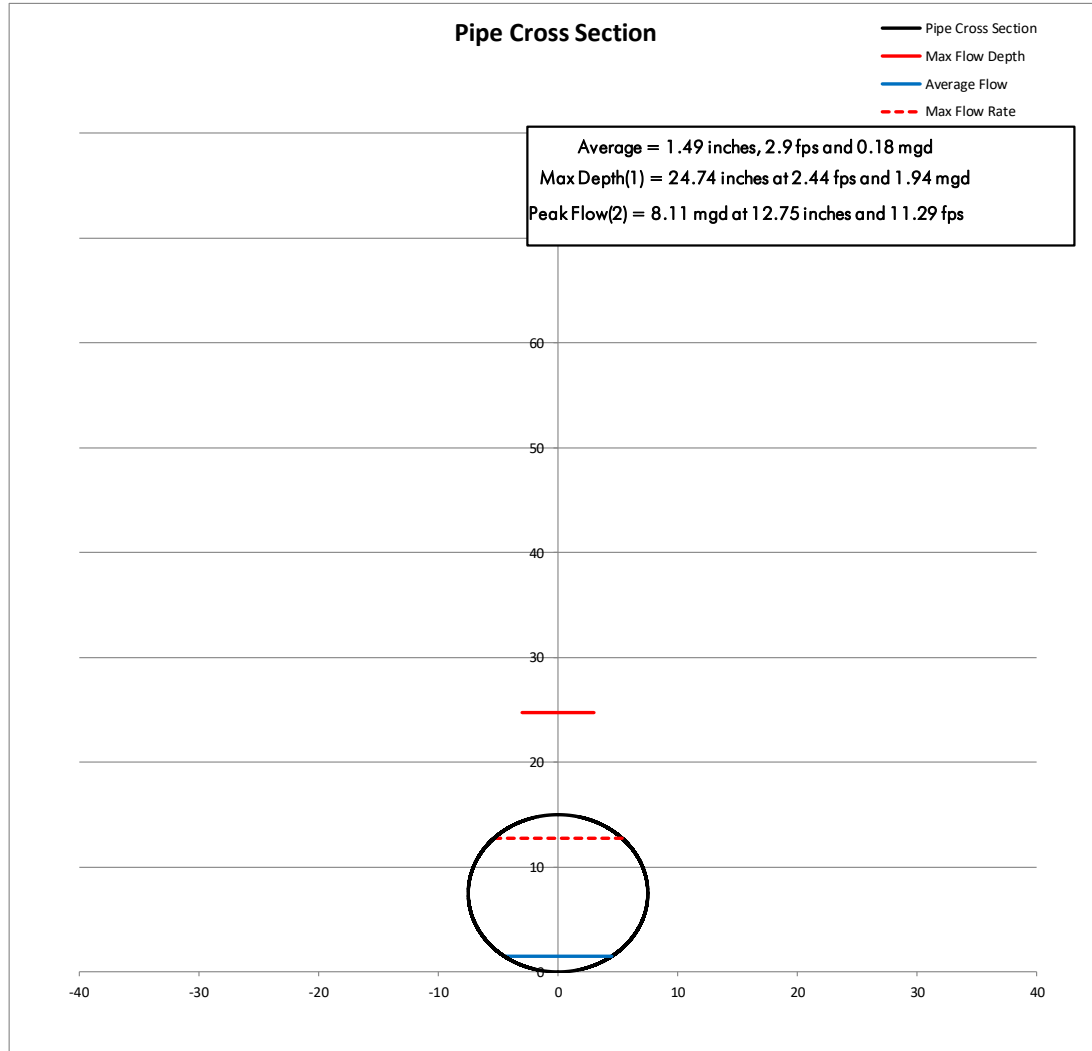
**SITE INFORMATION RECORD**

**Site Information**

Meter ID #:	3
Monitoring Program:	Short-Term FM
Manhole #:	○10-027

**Sewer Information**

Pipe Shape	Circle
Pipe Height, H (in):	15
Pipe Width, W (in):	15
Manning Roughness Coefficient, n:	0.013
As-Built Pipe Slope, S (ft/ft):	0.0220 ASSUMEDI



Site ID Number	Date	Diameter (in.)	Time	Level (in.) After Cleaning			Velocity (fps) After Cleaning			
				Manual	Meter	Diff	Manual	Meter	Diff.	
Site 3	8/30/2021	15	14:58	1.00	0.97	-0.03	0.85	0.75	-0.10	
	9/13/2021		11:33	1.25	0.80	-0.45	2.25	2.40	0.15	
	9/27/2021		11:20	1.00	1.20	0.20	2.30	2.30	0.00	
	10/12/2021		15:00	1.00	0.90	-0.10	1.00	1.30	0.30	
	10/26/2021		15:52	1.50	1.20	-0.30	2.00	1.94	-0.06	
	11/8/2021		14:03	1.50	1.64	0.14	2.75	2.74	-0.01	
	11/30/2021		14:36	1.50	1.07	-0.43	1.50	1.52	0.02	

Figure 35 – August-September Monthly Flow Hydrograph (Site 3)

**SITE 3 HYDROGRAPH  
(MH O10-027) 15"**

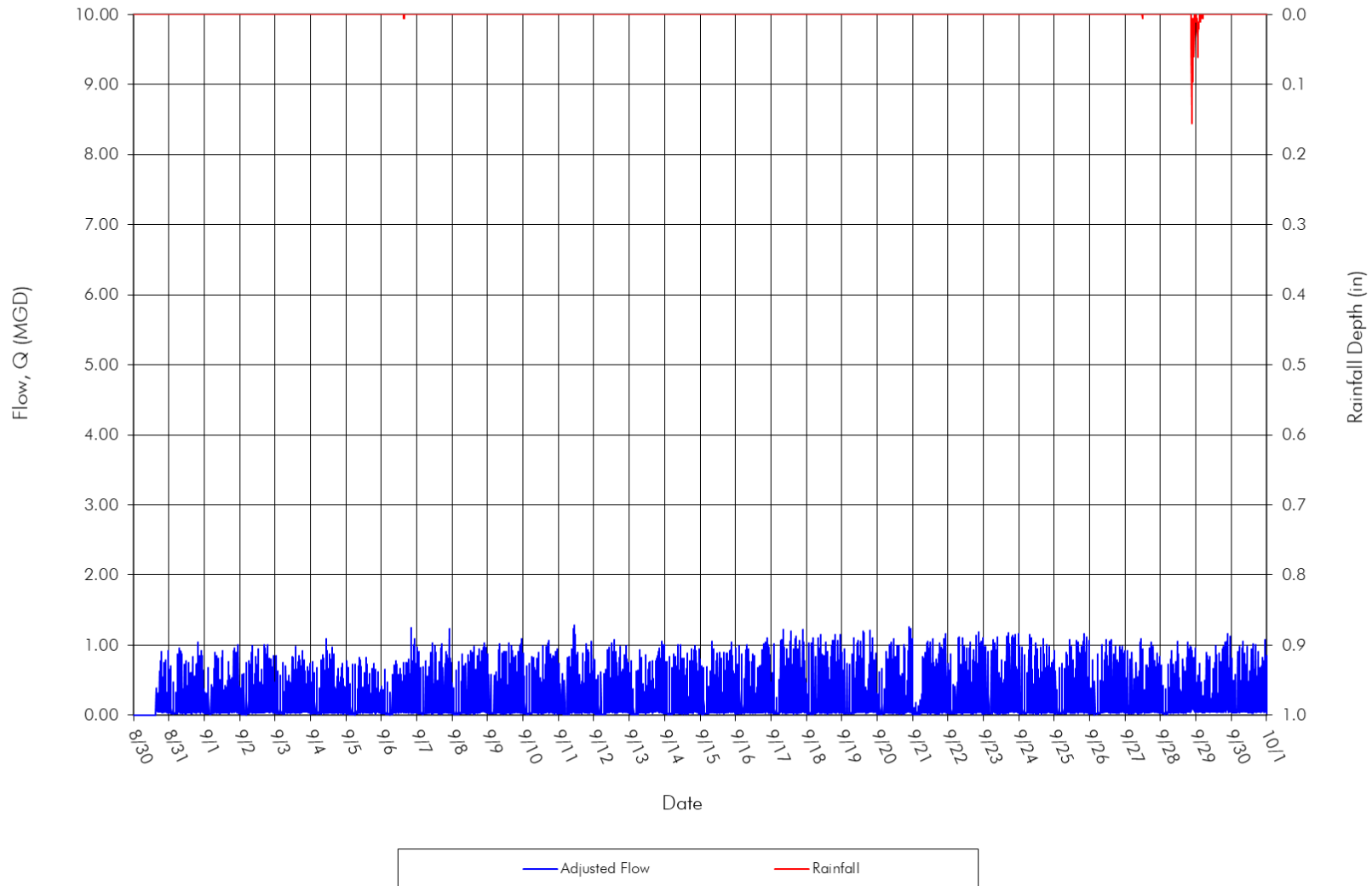


Figure 36 – August-September Monthly Level and Velocity Hydrograph (Site 3)

SITE 3 LEVEL & VELOCITY

(MH O10-027) 15"

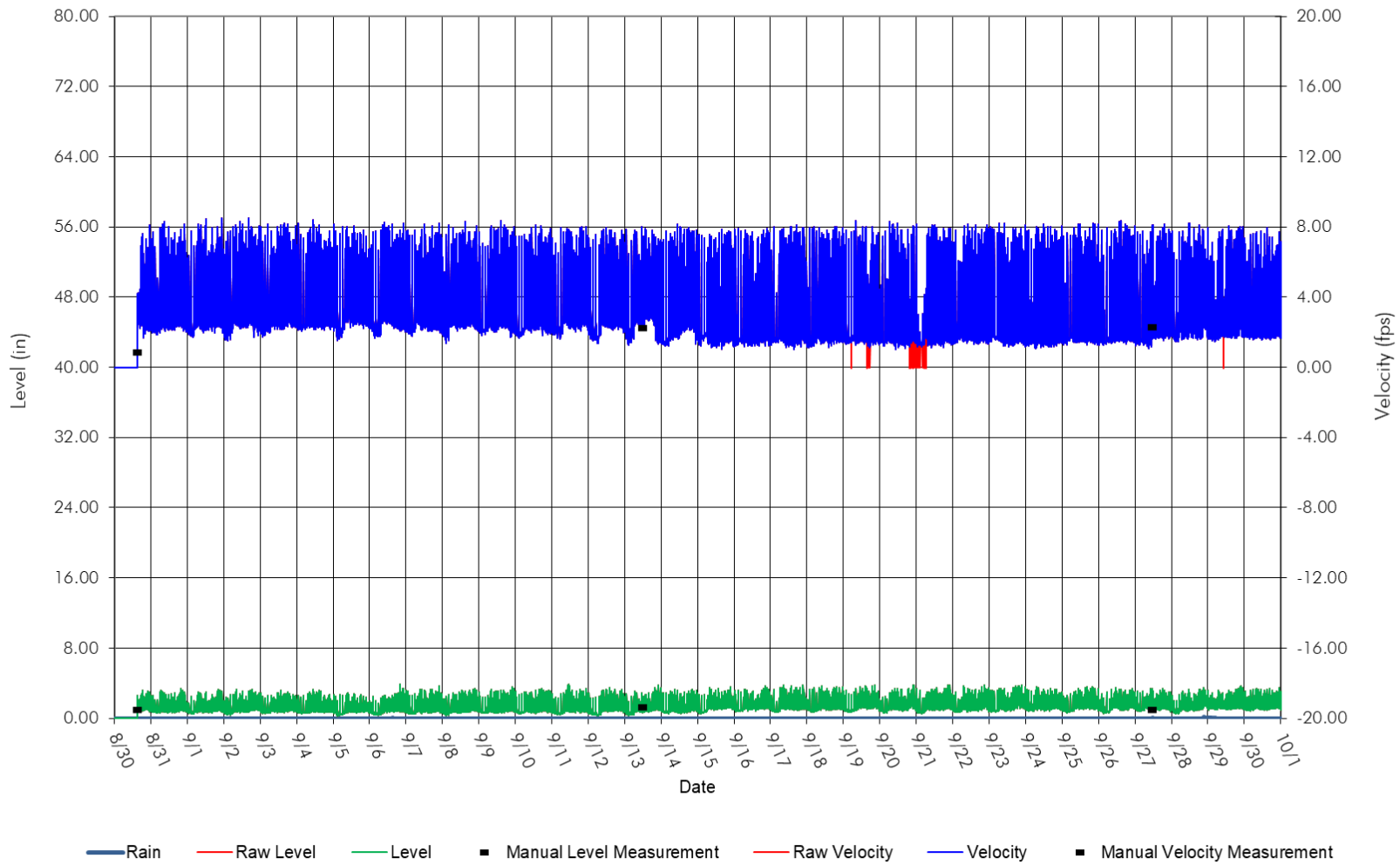




Figure 37 – October Flow Hydrograph (Site 3)

**SITE 3 HYDROGRAPH  
(MH O10-027) 15"**

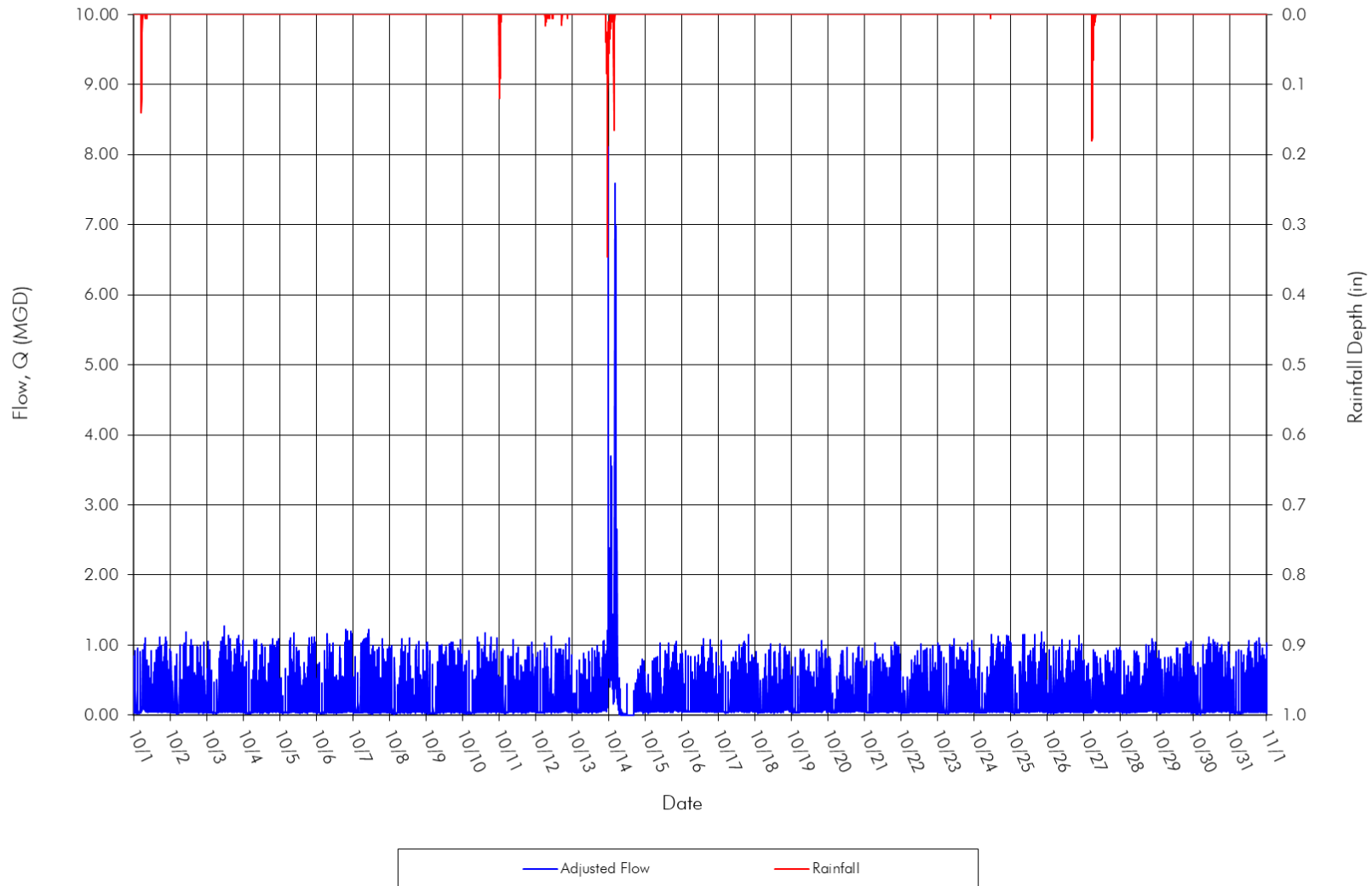


Figure 38 – October Monthly Level and Velocity Hydrograph (Site 3)

SITE 3 LEVEL & VELOCITY  
(MH O10-027) 15"

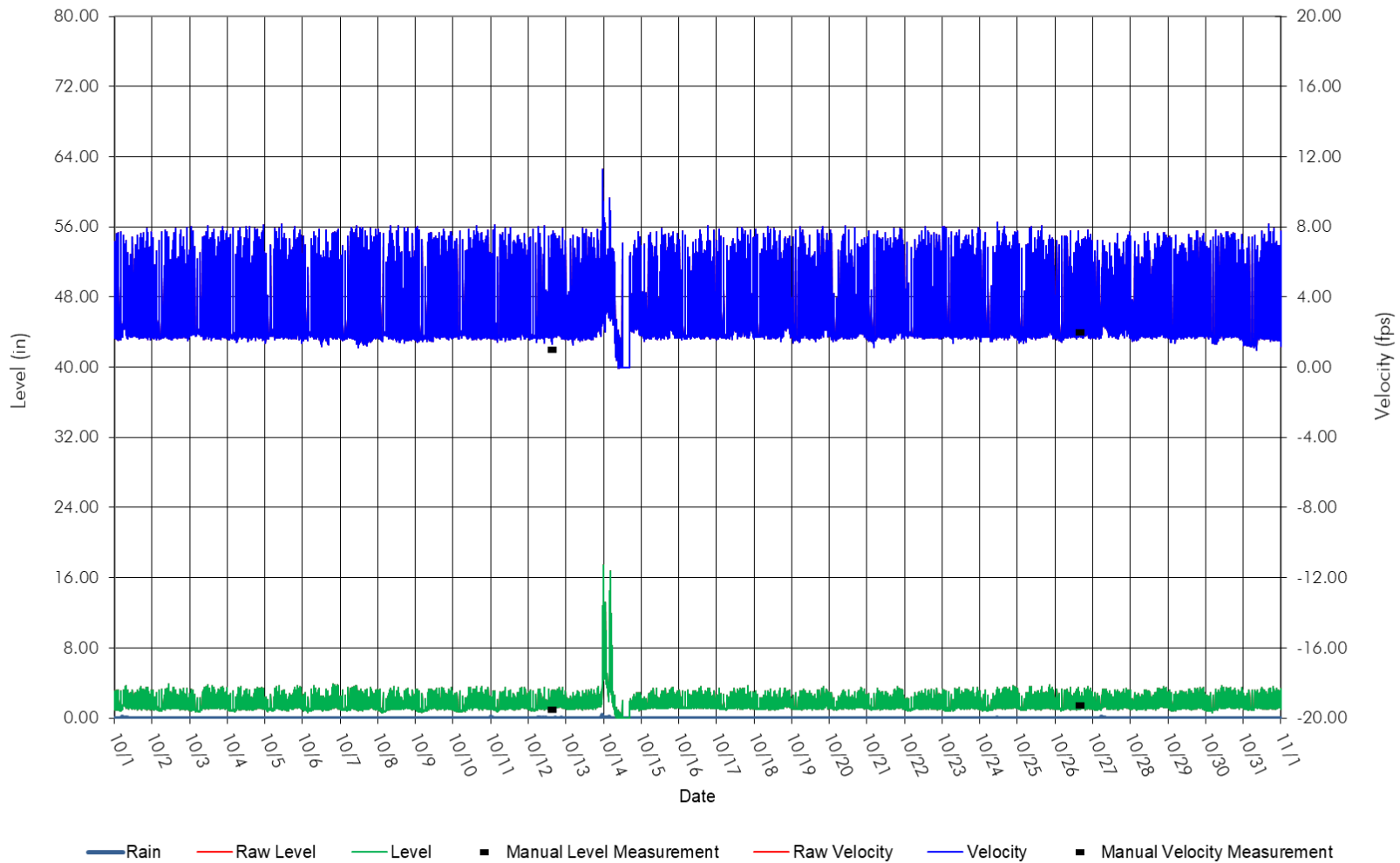


Figure 39 – November-December Monthly Flow Hydrograph (Site 3)

**SITE 3 HYDROGRAPH**  
**(MH O10-027) 15"**

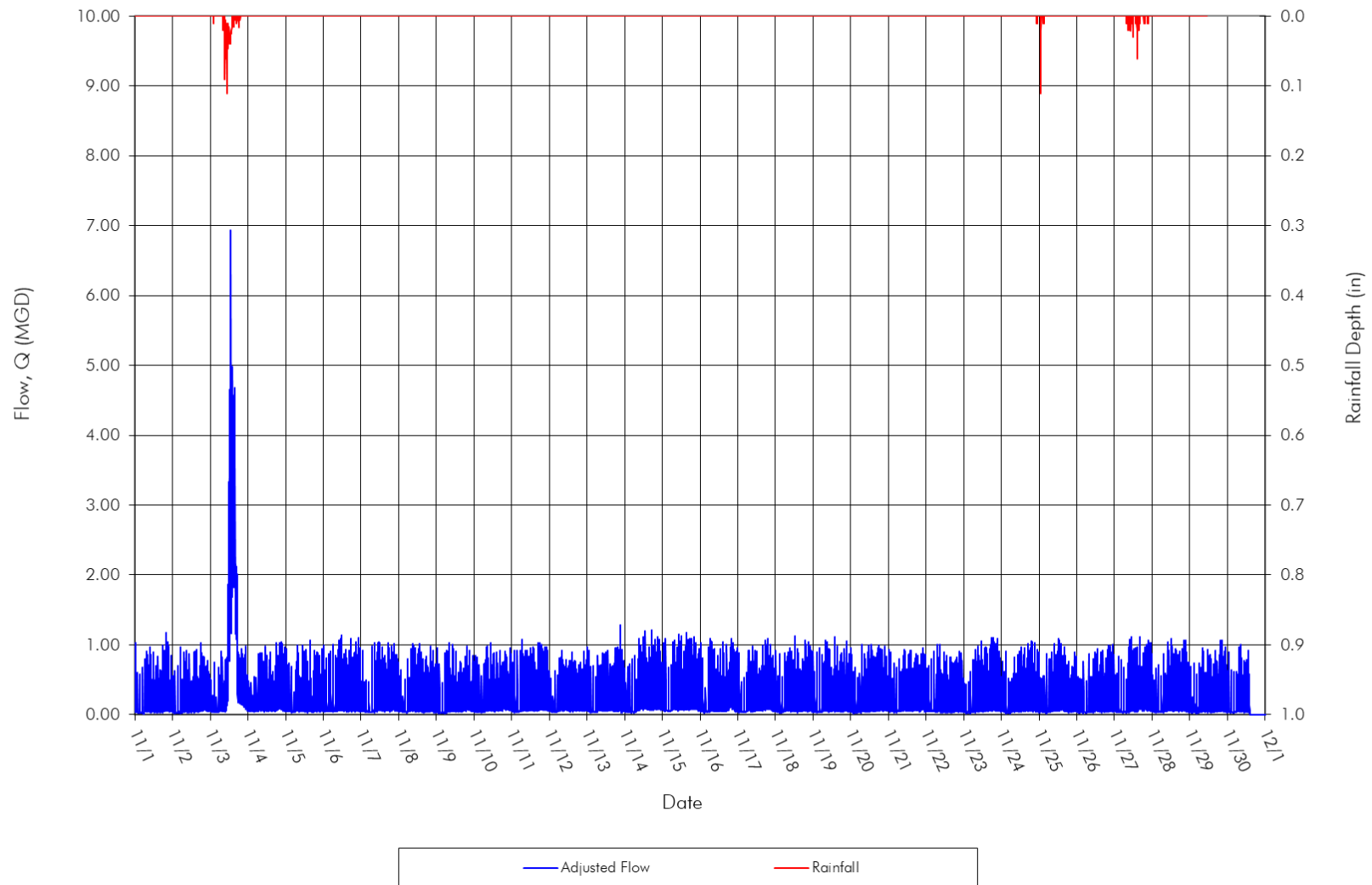


Figure 40 – November-December Level and Velocity Hydrograph (Site 3)

SITE 3 LEVEL & VELOCITY

(MH O10-027) 15"

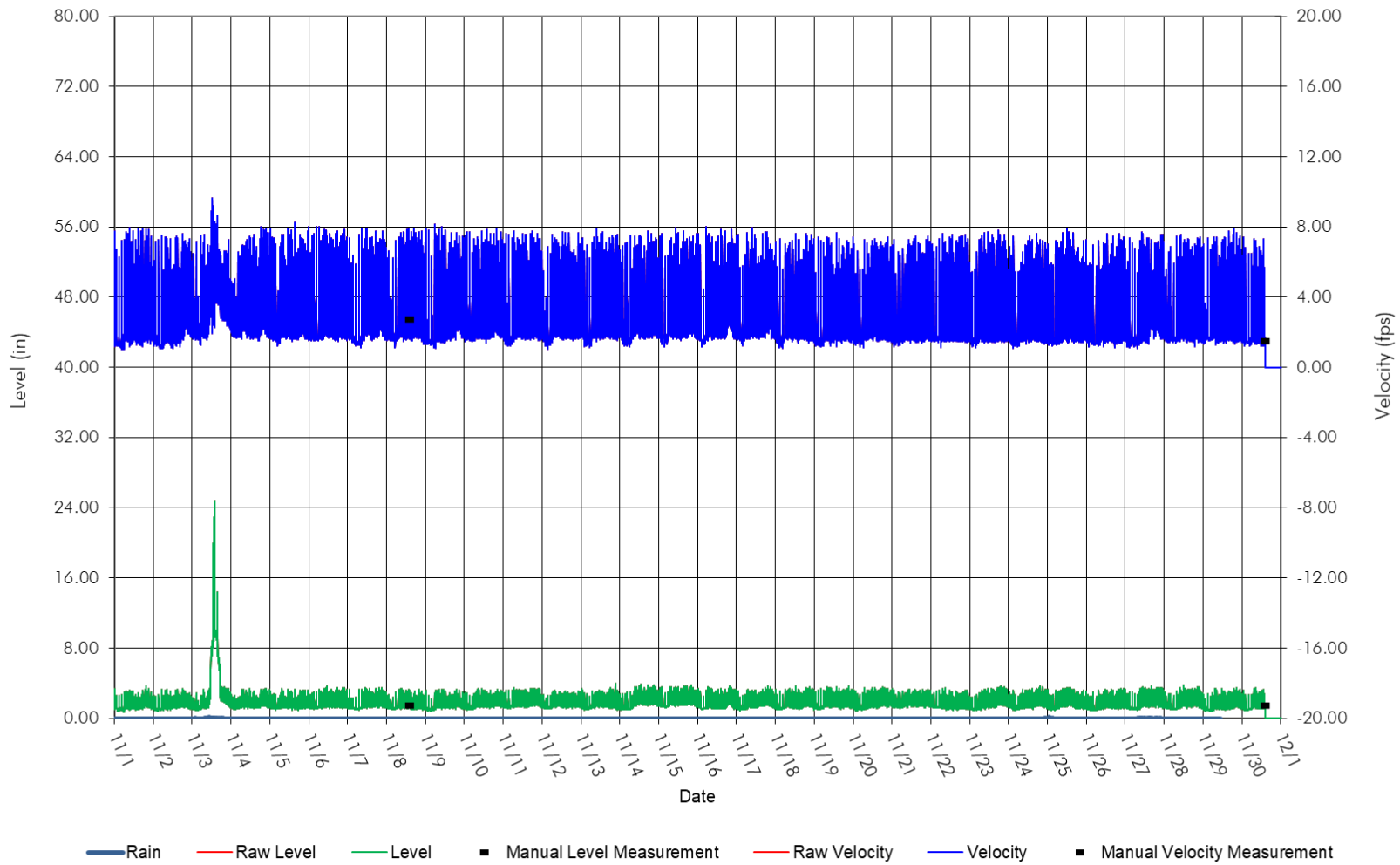


Figure 41 – Overall Flow Hydrograph (Site 3)

### SITE 3 HYDROGRAPH (MH O10-027) 15"

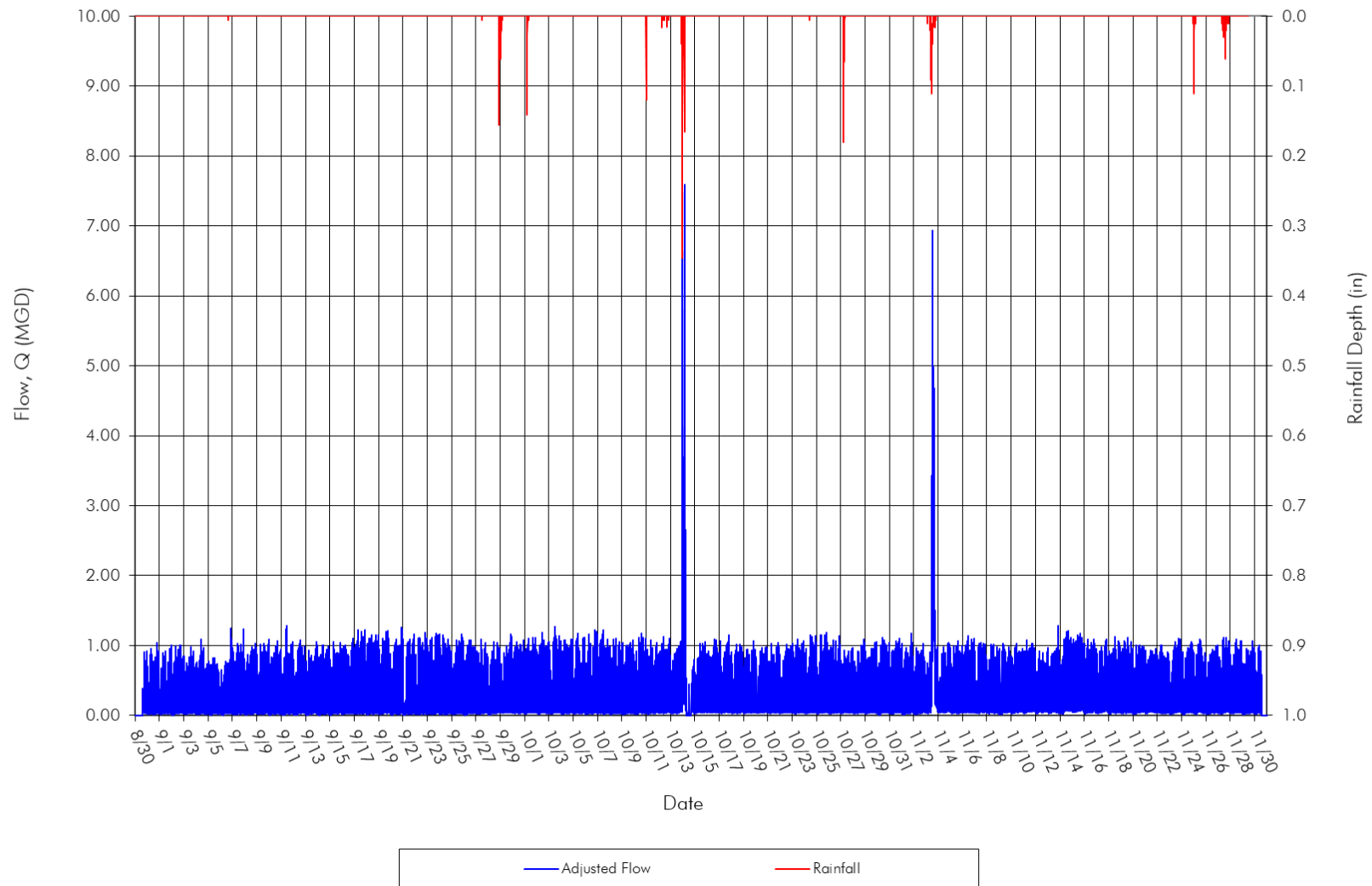


Figure 42 – Overall Level and Velocity Hydrograph (Site 3)

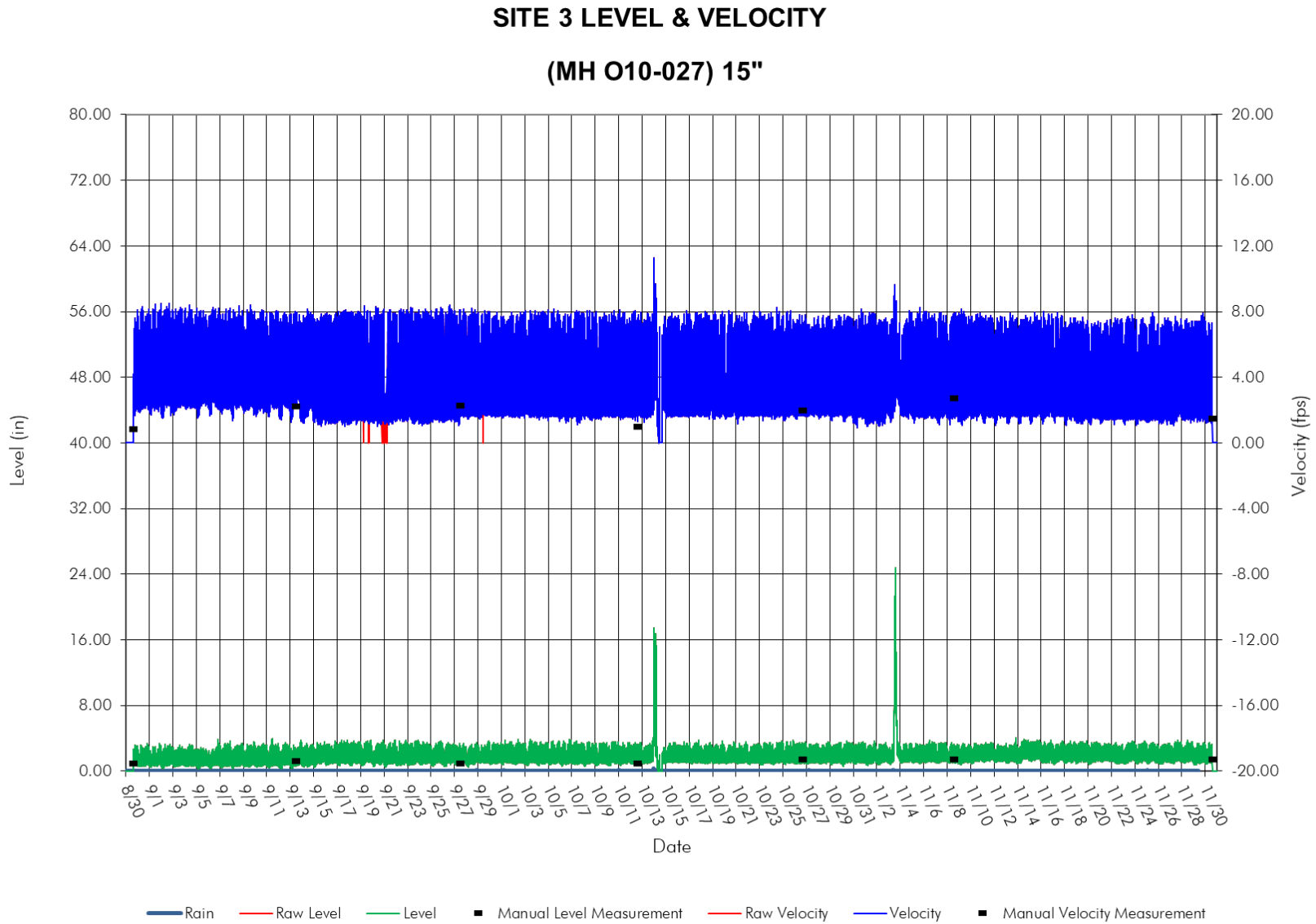


Figure 43 – Standard Flow Scattergraph (Site 3)

**SITE 3 SCATTERGRAPH**  
**(MH O10-027) 15"**

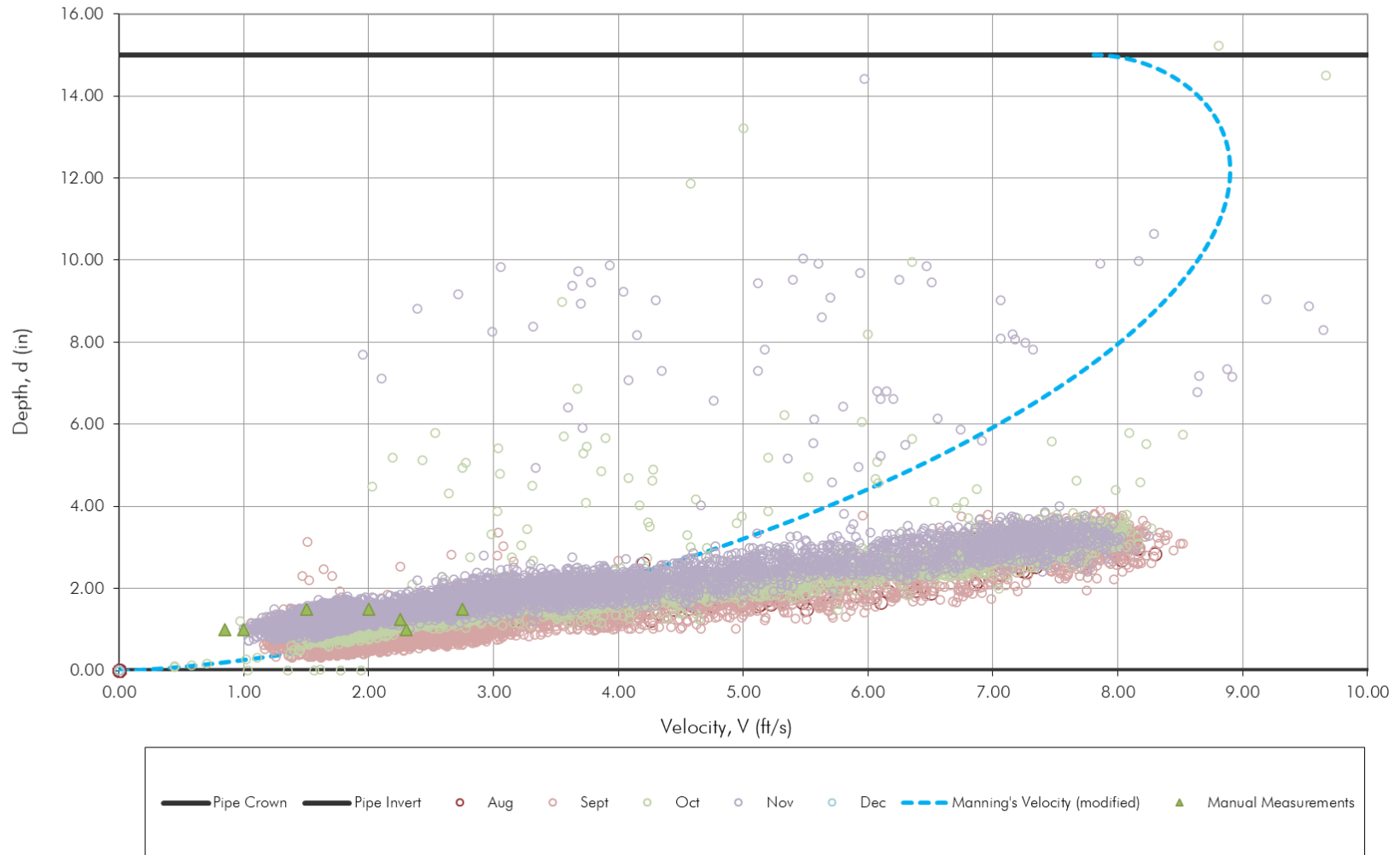
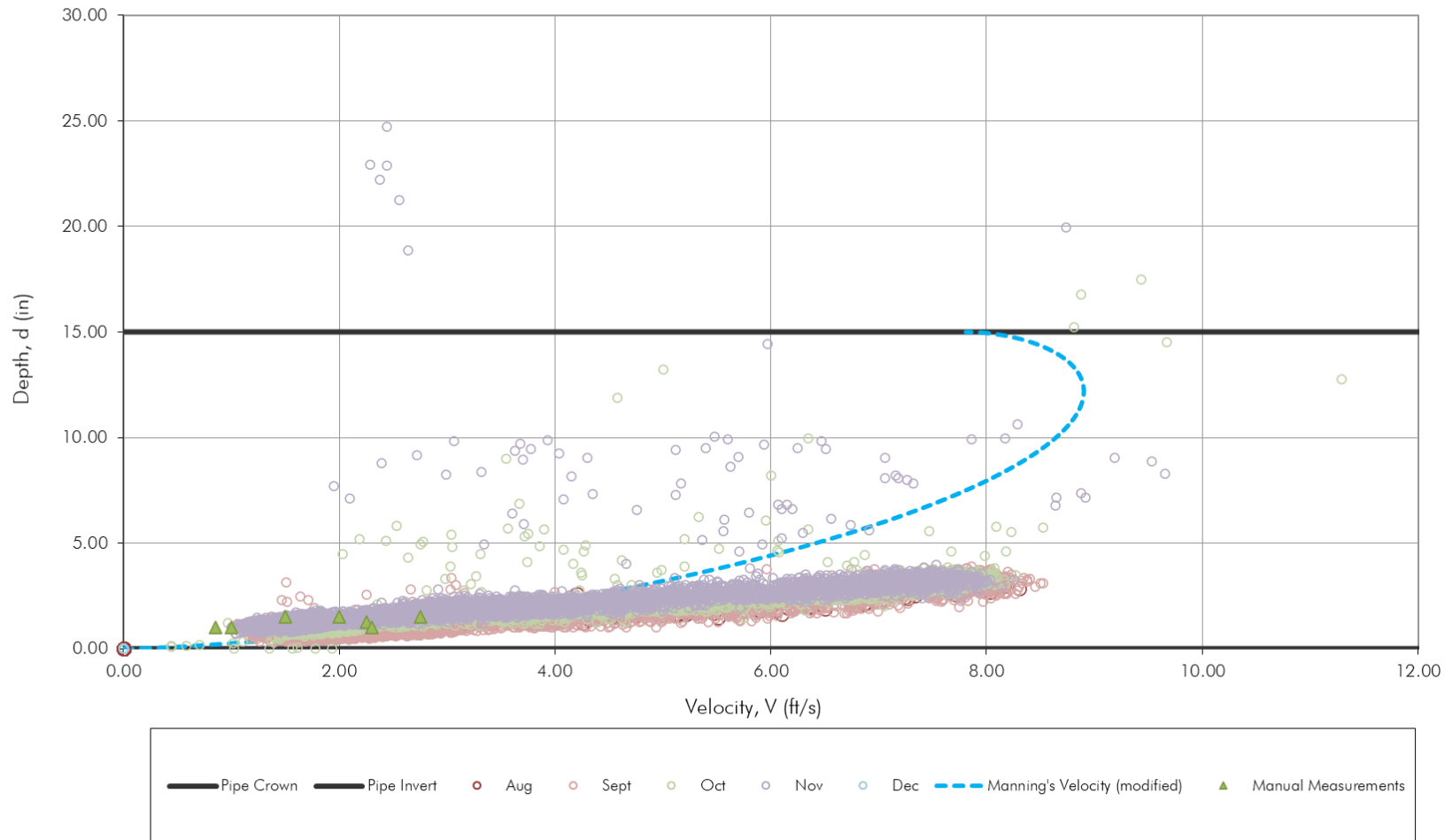


Figure 44 – Surcharged Flow Scattergraph (Site 3)

**SITE 3 SCATTERGRAPH**  
**(MH O10-027) 15"**





**Table 13 – ADDF and Infiltration Summary (Site 3)**

AVERAGE DAILY DRY WEATHER FLOW, WASTEWATER PRODUCTION, AND INFILTRATION							
Project Name: City of Manor Flow Monitoring Fall 2021							
Project No: 14925							
Subsystem: 3 Units of Flow: MGD							
Meter: 3							
(1) DW/LG Date	(2) Day	(3) Avg. Dry Weather (ADDF) Flow	(4) Peak Hourly Dry Weather Flow	(5) Diurnal Peaking Factor	(6) DW/LG Lowest 3-Hour Flow	(7) DW/HG Date	(8) DW/HG Lowest 3-Hour Flow
12-Sep-21	Sun	0.143	0.321	2.249	0.034		
13-Sep-21	Mon	0.142	0.312	2.199	0.026		
14-Sep-21	Tue	0.136	0.280	2.062	0.049		
15-Sep-21	Wed	0.152	0.311	2.043	0.047		
16-Sep-21	Thu	0.158	0.384	2.433	0.069	04-Nov-21	0.089
17-Sep-21	Fri	0.163	0.314	1.927	0.034	15-Oct-21	0.084
18-Sep-21	Sat	0.170	0.300	1.760	0.065	16-Oct-21	0.087
<b>7 Count</b>		<b>0.152 Average</b>	<b>0.318 Average</b>	<b>2.096 Average</b>	<b>0.046 Average</b>	<b>3 Count</b>	<b>0.086 Average</b>

Notes:

DW/LG = Dry Weather/Low Groundwater

DW/HG = Dry Weather/High Groundwater

<b>Summary:</b>	Wastewater Production (WWP):	<b>0.152</b> (Assume = ADDF or enter value)
	Avg. Dry Weather Flow (ADDF):	<b>0.152</b>
	Diurnal Peaking Factor (DPF):	<b>2.096</b>
	Dry Weather Infiltration (DWI):	<b>0.000</b> (ADDF - WWP)
	Wet Weather Infiltration Increase (WWI):	<b>0.040</b> (DW/HG - DW/LG)
	Total Infiltration (TI):	<b>0.040</b> (WWI + DWI, DWI > 0)
	Large User Flow	<b>0.000</b>
	Distributed Flow (ADDF - Large User)	<b>0.152</b>

Figure 45 – Dry Weather Diurnal (Site 3)

DIURNAL CURVES  
Meter ID #:3

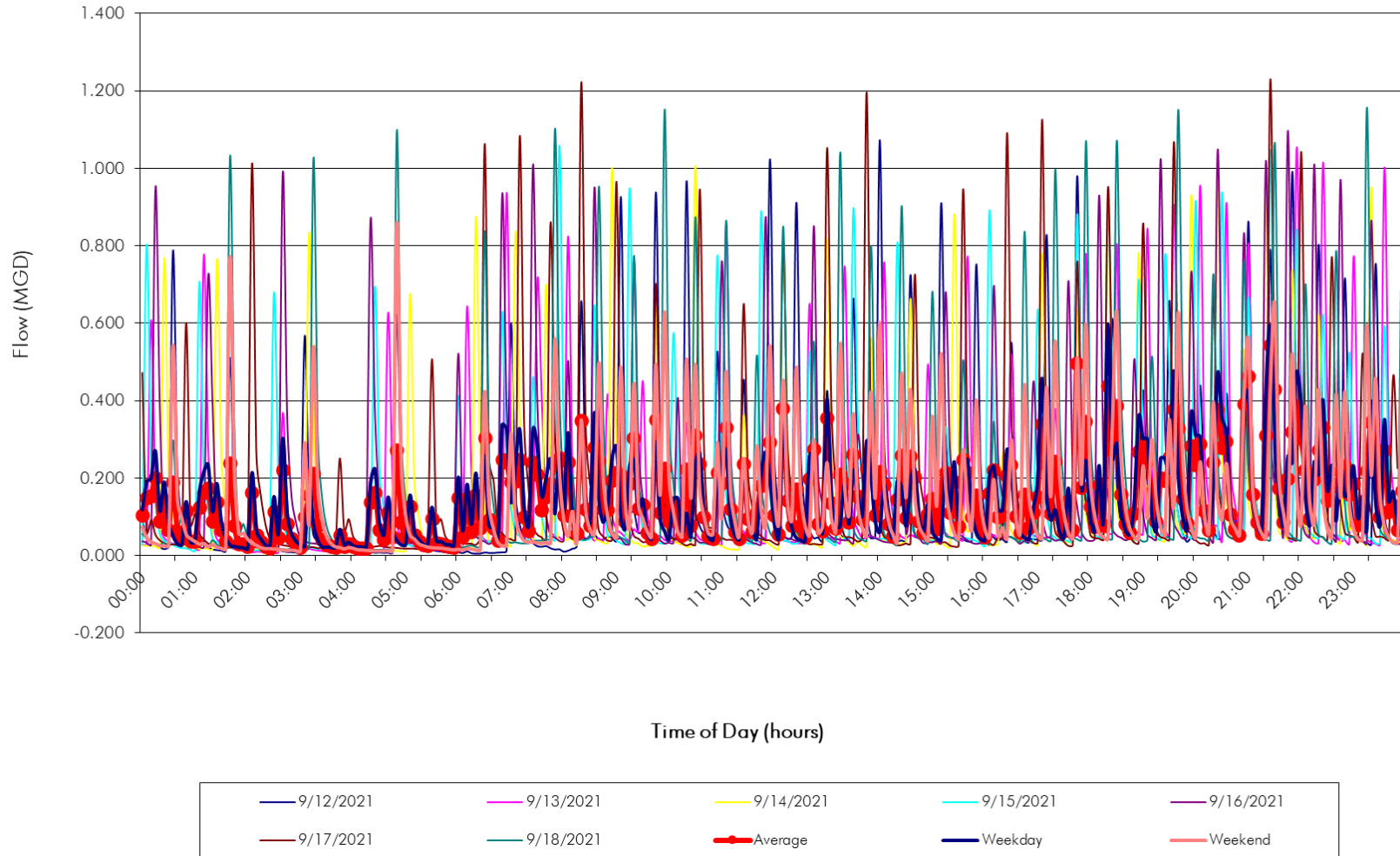


Figure 46 – High/Low Groundwater Diurnal (Site 3)

DRY WEATHER/HIGH GROUNDWATER VS.  
DRY WEATHER/LOW GROUNDWATER  
Meter ID #:3

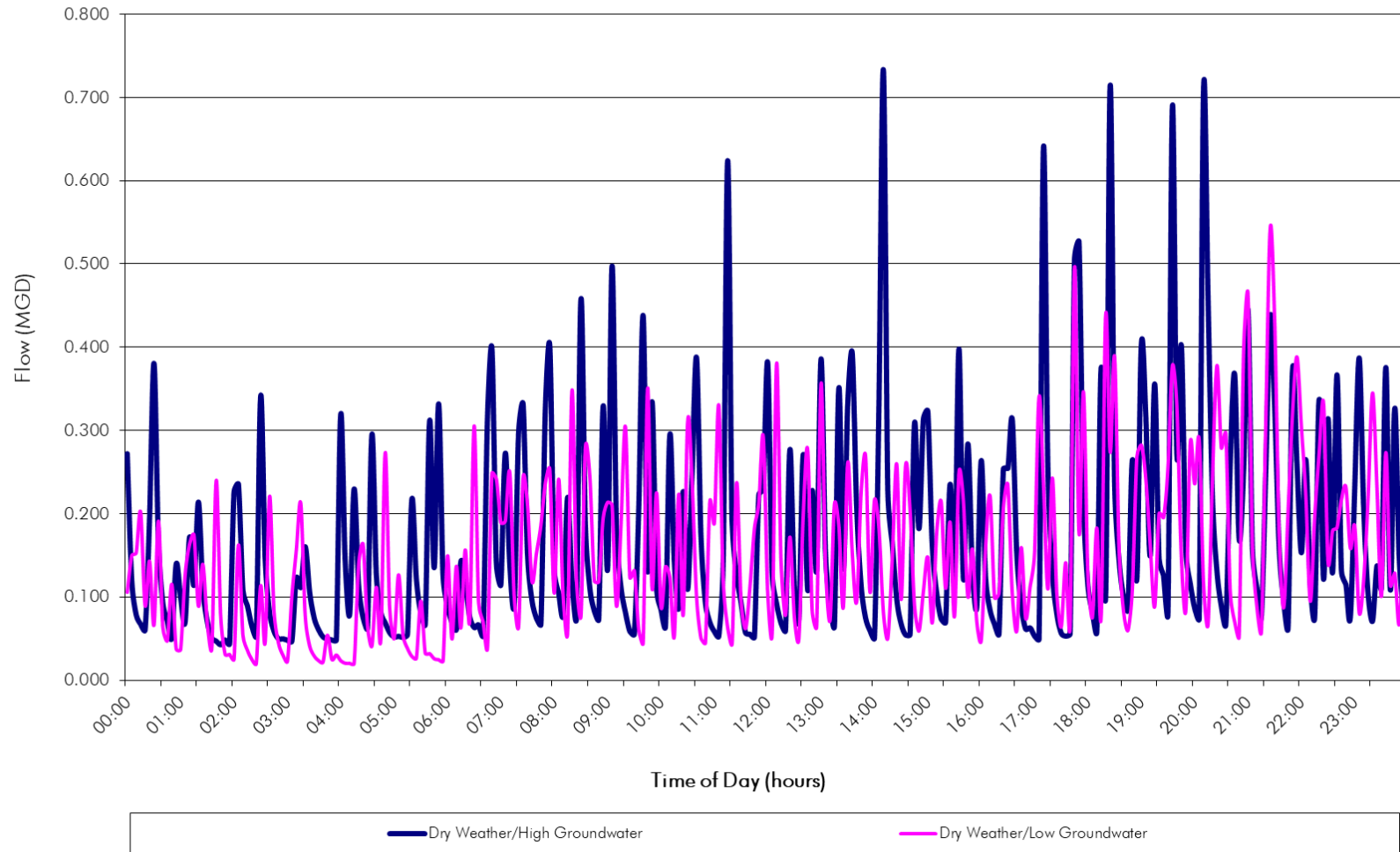


Table 14 – Inflow Calculations and Projections (Site 3)

INFLOW CALCULATIONS AND PROJECTIONS																																																															
Project Name: City of Manor Flow Monitoring Fall 2021 Project No.: 14925 Subsystem: 3 Meter: 3 Units of Flow: MGD																																																															
<table border="0" style="width: 100%;"> <tr> <td style="width: 33%;">                             Storm Count: 7                              Avg Delta Time: 81                              Avg Kp: 0.02302                              Avg Selected Kp: 0.01031                         </td> <td style="width: 33%;">                             Cum. Trib. Area: 283 acres                              Cum. Time of Conc.: 75 minutes                         </td> <td style="width: 33%;">                             Pipe Shape: Circular                              Pipe Diameter: 15 in                              Pipe Slope: 0.022 ft/ft                              Pipe Capacity: 6.21 mgd                              ADDF Cum.: 0.152 mgd                              ADDF Peak Factor: 2.10                              Peak ADDF Flow: 0.319 mgd                              Infiltration: 0.040 mgd                              Cum. Peak Flow: 0.359 mgd                              Manning's Coefficient, n: 0.013                         </td> </tr> </table>																			Storm Count: 7 Avg Delta Time: 81 Avg Kp: 0.02302 Avg Selected Kp: 0.01031	Cum. Trib. Area: 283 acres Cum. Time of Conc.: 75 minutes	Pipe Shape: Circular Pipe Diameter: 15 in Pipe Slope: 0.022 ft/ft Pipe Capacity: 6.21 mgd ADDF Cum.: 0.152 mgd ADDF Peak Factor: 2.10 Peak ADDF Flow: 0.319 mgd Infiltration: 0.040 mgd Cum. Peak Flow: 0.359 mgd Manning's Coefficient, n: 0.013																																										
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<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>YEAR STORM (R)</th> <th>Peak Rainfall Rate (in/hr)</th> <th>Peak Inflow Rate (mgd)</th> <th>Peak Inflow Rate (cfs)</th> <th>Peak Flow (mgd)</th> </tr> </thead> <tbody> <tr><td>0</td><td>0</td><td>0</td><td>0</td><td>0.359</td></tr> <tr><td>1</td><td>1.130</td><td>2.130</td><td>3.296</td><td>2.489</td></tr> <tr><td>2</td><td>1.400</td><td>2.639</td><td>4.083</td><td>2.998</td></tr> <tr><td>5</td><td>1.780</td><td>3.355</td><td>5.191</td><td>3.714</td></tr> <tr><td>10</td><td>2.080</td><td>3.921</td><td>6.066</td><td>4.279</td></tr> <tr><td>25</td><td>2.490</td><td>4.693</td><td>7.262</td><td>5.052</td></tr> <tr><td>50</td><td>2.810</td><td>5.296</td><td>8.195</td><td>5.655</td></tr> <tr><td>100</td><td>3.140</td><td>5.918</td><td>9.157</td><td>6.277</td></tr> </tbody> </table>																			YEAR STORM (R)	Peak Rainfall Rate (in/hr)	Peak Inflow Rate (mgd)	Peak Inflow Rate (cfs)	Peak Flow (mgd)	0	0	0	0	0.359	1	1.130	2.130	3.296	2.489	2	1.400	2.639	4.083	2.998	5	1.780	3.355	5.191	3.714	10	2.080	3.921	6.066	4.279	25	2.490	4.693	7.262	5.052	50	2.810	5.296	8.195	5.655	100	3.140	5.918	9.157	6.277
YEAR STORM (R)	Peak Rainfall Rate (in/hr)	Peak Inflow Rate (mgd)	Peak Inflow Rate (cfs)	Peak Flow (mgd)																																																											
0	0	0	0	0.359																																																											
1	1.130	2.130	3.296	2.489																																																											
2	1.400	2.639	4.083	2.998																																																											
5	1.780	3.355	5.191	3.714																																																											
10	2.080	3.921	6.066	4.279																																																											
25	2.490	4.693	7.262	5.052																																																											
50	2.810	5.296	8.195	5.655																																																											
100	3.140	5.918	9.157	6.277																																																											
(1) Storm Name	(2) Total Rainfall (in.)	(3) Length of Storm (hrs)	(4) Time Qp	(5) Time ip	(6) Delta Time (min)	(7) Peak Flow Rate (mgd)	(8) WWP+Infil. Date	(9) WWP+Infil (mgd)	(10) Peak Inflow Rate (mgd)	(11) Rain i in/hr	(12) Kp	(13) Use? Y/N	(14) Selected *Kp*	(15) Time from Qp to 1/2 Inflow (hrs)	(16) *Kv*	(17) Selected *Kv*	(18) Calc. Inflow Vol. mg	(19) Note																																													
9/28/21 21:00	1.65	7.92	9/28/21 21:25	9/28/21 21:20	5	0.917	09/27/21	0.085	0.831	0.630	0.00722	n						No reaction																																													
10/1/21 4:55	0.73	3.67	10/1/21 7:30	10/1/21 5:05	145	1.099	09/24/21	0.198	0.902	0.560	0.00880	y	0.00880																																																		
10/11/21 0:05	0.49	1.25	10/11/21 1:30	10/11/21 0:05	85	0.908	10/04/21	0.026	0.882	0.380	0.01269	y	0.01269																																																		
10/13/21 21:55	3.15	6.00	10/13/21 23:40	10/13/21 23:10	30	8.112	10/06/21	0.045	8.067	1.490	0.02960	n						Surcharge																																													
10/27/21 5:15	0.89	2.42	10/27/21 6:10	10/27/21 5:25	45	0.926	10/26/21	0.039	0.887	0.620	0.00782	n						No reaction																																													
11/3/21 2:10	1.89	16.83	11/3/21 13:05	11/3/21 10:35	150	6.932	10/27/21	0.202	6.730	0.430	0.08557	n						Surcharge																																													
11/27/21 7:45	0.70	13.92	11/27/21 16:15	11/27/21 14:25	110	1.109	11/26/21	0.799	0.310	0.180	0.00942	y	0.00942																																																		

Figure 47 – Inflow Projections (Site 3)

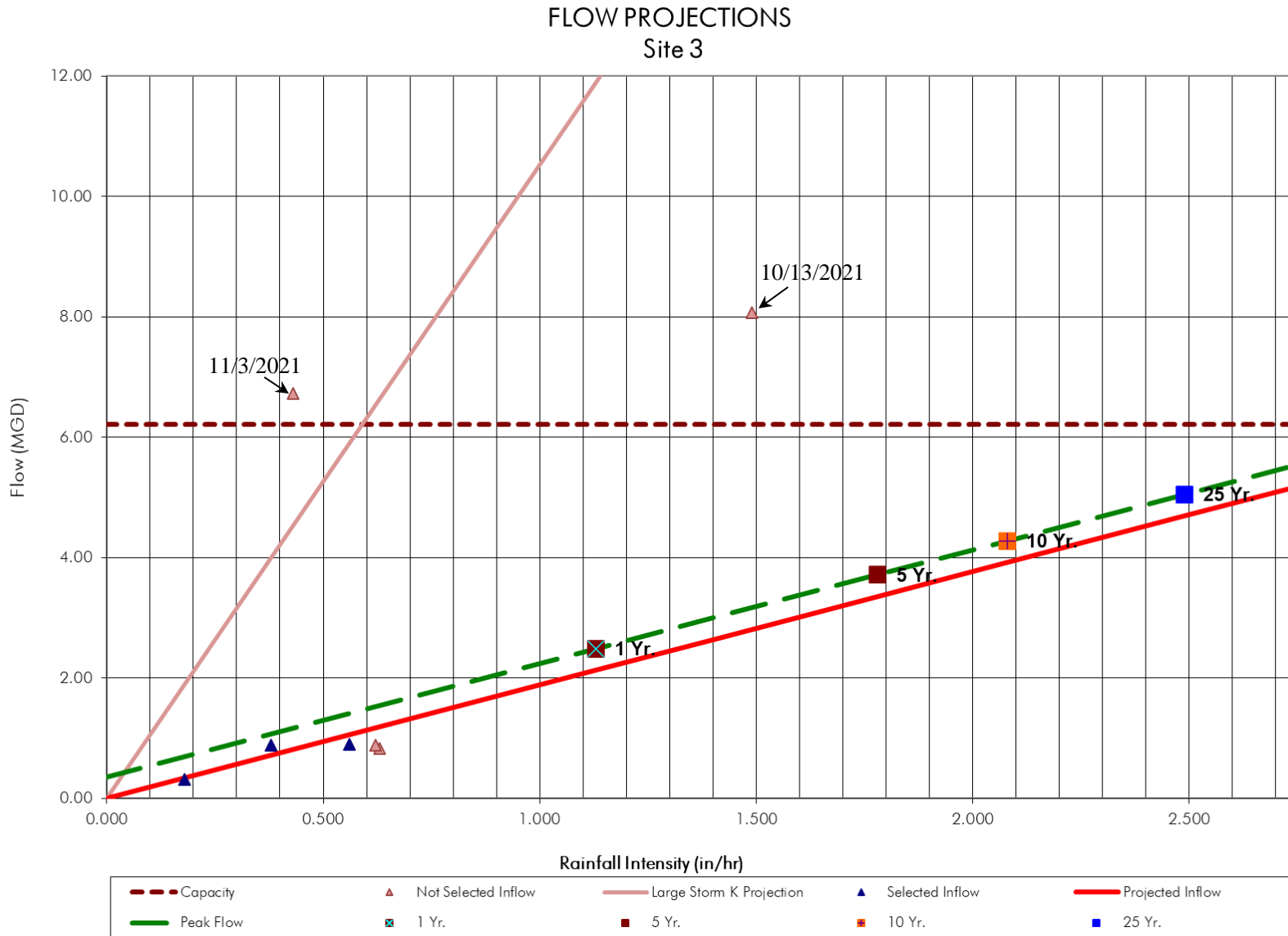
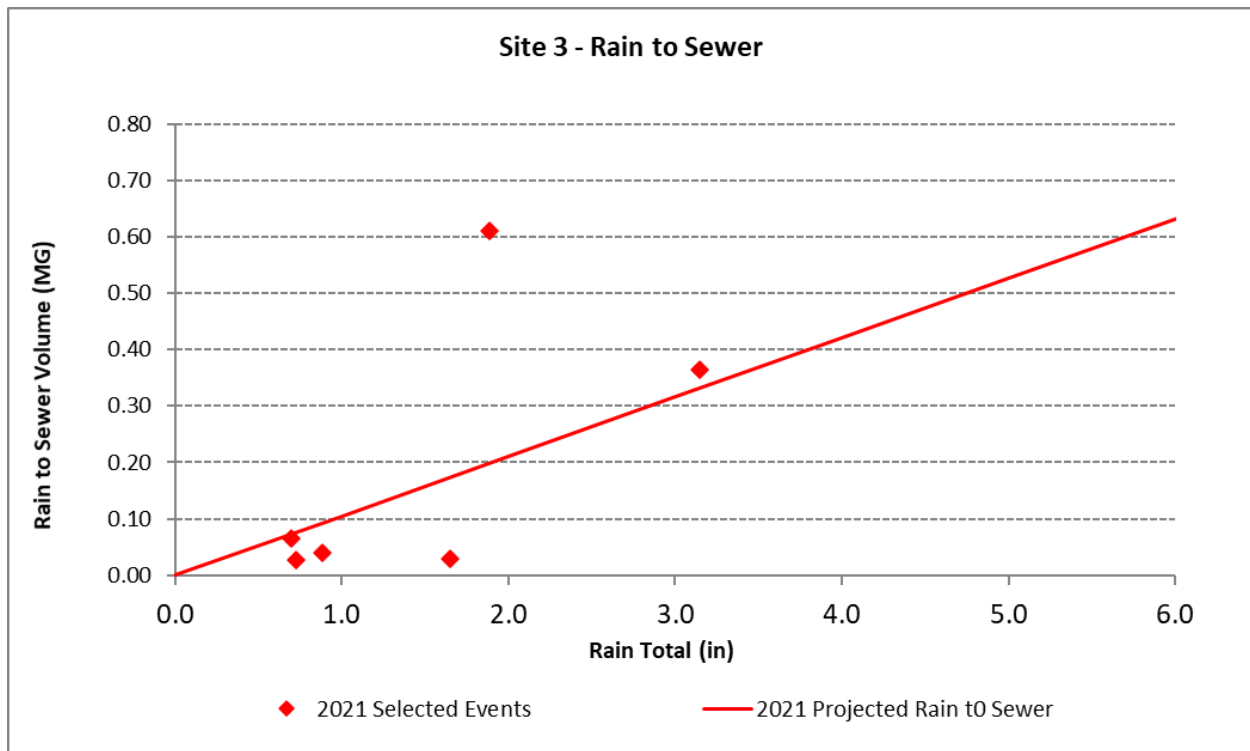


Table 15 – Rain to Sewer Summary (Site 3)

Meter Site	Storm Date	Storm Rain Depth (in)	Rain Volume (MG)	Storm I&I Volume (MG)	Rain to Sewer (%)
Site 3 (15")	9/28/2021	1.65	12.679	0.029	0.23%
	10/1/2021	0.73	5.609	0.026	0.46%
	10/13/2021	3.15	24.167	0.364	1.51%
	10/27/2021	0.89	6.800	0.040	0.59%
	11/3/2021	1.89	14.485	0.611	4.22%
	11/27/2021	0.70	5.379	0.066	1.23%
	<b>Average</b>				

Figure 48 – Rain to Sewer Volumetric Analysis (Site 3)



## A.4 Site 4

### Description

Site 4 was located at manhole P09-034. The manhole near intersection of Athens Street and Wildhorse Creek Lift Station Access Road. In the middle of an asphalt street. The area velocity sensor was placed in the influent 12" diameter PVC pipe of the manhole. This meter measures flow upstream of the Wildhorse Creek Lift Station which pumps flow to Site 3. The basin is upstream of Site 1 and contributes to the Wilbarger Creek Wastewater Treatment Plant.

### Observations

The average flow depth in 2021 for this site was 2.21 inches with an average velocity of 2.25 feet per second. The site experience light grease and light to medium debris during site visits. The collected data from this monitoring site was considered good. The data required minimal edits to level and velocity.

There was no surcharging recorded at Site 4 during the 2021 flow monitoring.

**Table 16 – Service Interrogations Summary (Site 4)**

Site ID	Date	Time	Size	Level (in)			Level (in) After Cleaning			Velocity (fps)			Velocity After Cleaning (fps)				
Number	Install / Download		(in)	Manual	Meter	Diff.	Manual	Meter	Diff.	Manual	Meter	Diff.	Manual	Meter	Diff.	Purpose:	Comment:
Site 4	8/31/2021	11:27	12	2.25	2.25	0.00	2.25	2.32	0.07	2.50	2.45	-0.05	2.50	2.32	-0.18	Install	Meter installed at in pipe
	9/13/2021	15:06		2.00	2.00	0.00	2.00	2.30	0.30	2.00	2.40	0.40	2.75	2.75	0.00	Service/Upload	
	9/27/2021	15:18		2.25	2.30	0.05	2.25	2.30	0.05	2.50	2.40	-0.10	2.50	2.25	-0.25	Service/Upload	
	10/12/2021	12:10		2.25	2.10	-0.15	2.00	2.00	0.00	2.00	2.25	0.25	2.00	2.00	0.00	Service/Upload	
	10/26/2021	13:52		2.25	2.14	-0.11	2.25	2.09	-0.16	2.50	2.50	0.00	2.50	2.52	0.02	Service/Upload	
	11/8/2021	12:34		2.25	2.35	0.10	2.25	2.11	-0.14	3.00	3.03	0.03	2.50	2.58	0.08	Service/Upload	Light grease.
	11/30/2021	12:02		3.00	2.98	-0.02	2.50	2.30	-0.20	2.00	1.88	-0.12	2.00	1.98	-0.02	Removal	Light grease and medium debris.



Figure 49 – Flow Meter Site Investigation (Site 4)

**Flow Meter Site Investigation**

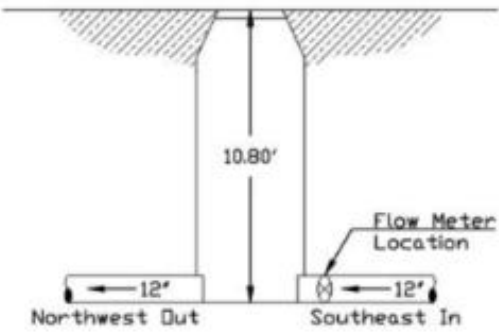
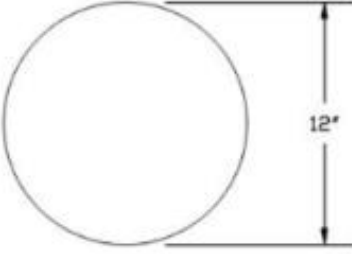

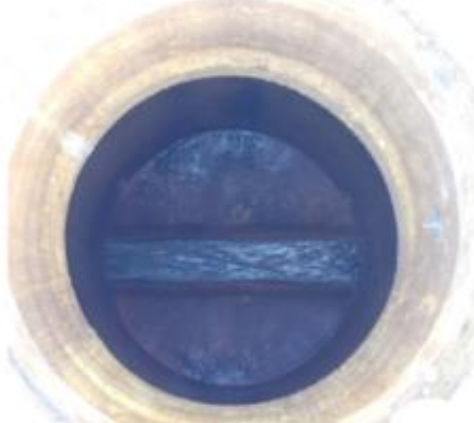


<b>Project:</b> Manor I&I Program		<b>Location:</b> City of Manor, TX		<b>Date/Time:</b> 11-30-2021 / 12:02		<b>Crew:</b> JA-VI	
<b>MH#:</b> P09-034		<b>Pipe Shape:</b> Circular		<b>Pipe Material:</b> PVC		<b>Pipe Size (in):</b> 12	
<b>Site ID:</b> 4	<b>Address:</b> 11806 Athens St.		<b>Site Quality:</b> Good		<b>Monitoring Purpose:</b> Short-term FM		

<b>Location Map</b>	<b>Planar Description</b>

**Summary Description:**  
 Located near intersection of Athens Street and Wildhorse Creek Lift Station Access Road. In the middle of an asphalt street.

Site Hazards		Measurements	Site Conditions
Heavy Traffic? Light		Manhole Depth (ft): 10.80	Surcharge Evidence? No
Needed Traffic Attendants: 0		Manhole Dia. (in): 48.00	Depth of Surcharge (ft): 0.00
H <sub>2</sub> S: 0	O <sub>2</sub> : 20.8	MH Cover Size (in): 24.00	Depth of Debris (in): 0.00
LEL: 0	CO: 0	MH Cover Type: Standard	Usable MH Steps? No
Describe potential hazards: Cones are needed and service truck light needs to be on throughout the whole service due to being on a local street.		Measured Flow Depth (in): 2.50	Meter: ISCO 2150
		Velocity (fps): 2.00	Cellular Signal Strength: N/A
		Mounting Band Description: Spring Band	Antennae Install Considerations: N/A
		Other Comments:	Permanent Power Available? No



Installation Sketch & Notes	Pipe Cross Section																												
																													
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Depth (in)</th> <th style="width: 25%;">Width (in)</th> <th style="width: 25%;">Depth (in)</th> <th style="width: 25%;">Width (in)</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Depth (in)	Width (in)	Depth (in)	Width (in)																								
Depth (in)	Width (in)	Depth (in)	Width (in)																										
 <p style="text-align: center;"><b>SURFACE</b></p>	 <p style="text-align: center;"><b>DOWN</b></p>																												
 <p style="text-align: center;"><b>INFLOW</b></p>	 <p style="text-align: center;"><b>OUTFLOW</b></p>																												



**Figure 50 – Site Information (Site 4)**

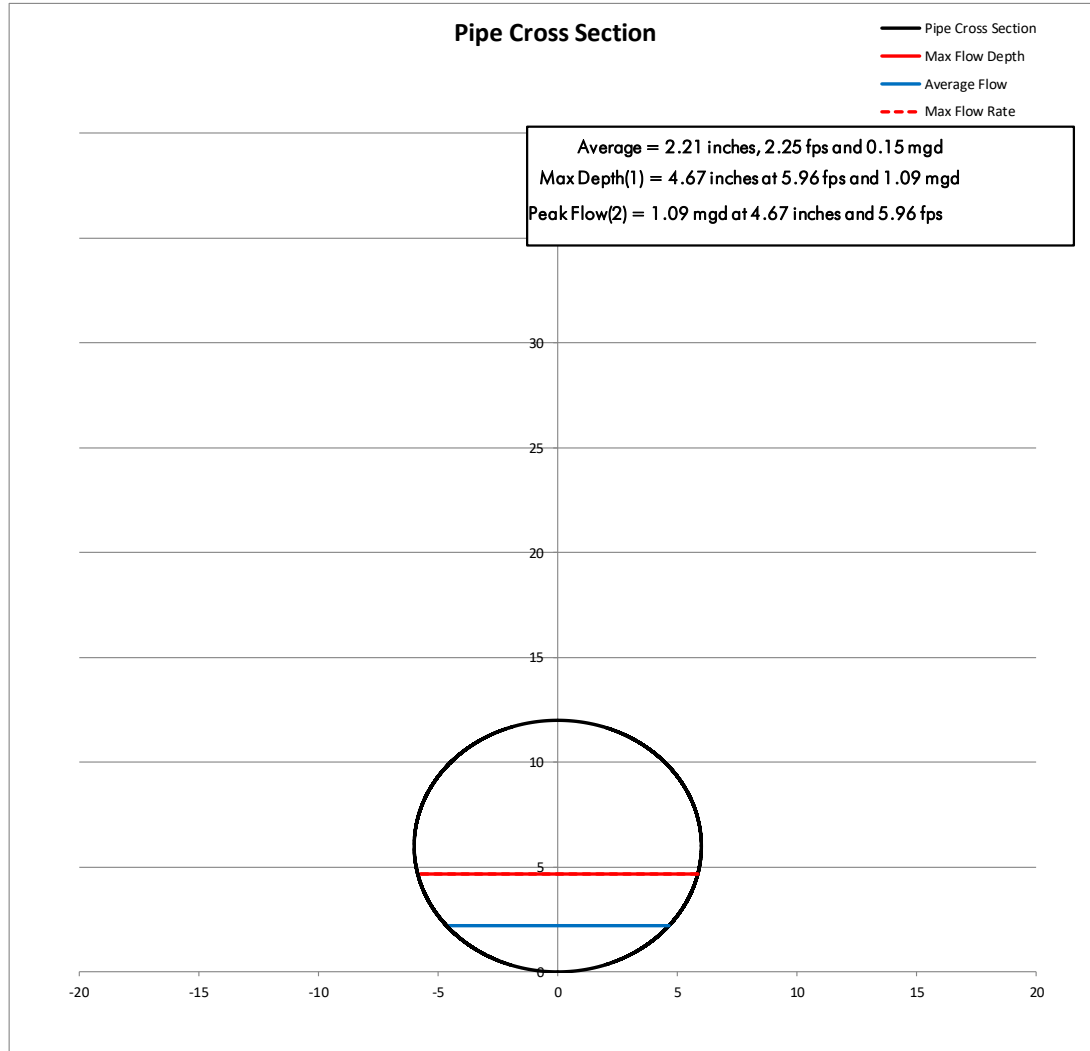
**SITE INFORMATION RECORD**

**Site Information**

Meter ID #:	4
Monitoring Program:	Short-Term FM
Manhole #:	P09-034

**Sewer Information**

Pipe Shape	Circle
Pipe Height, H (in):	12
Pipe Width, W (in):	12
Manning Roughness Coefficient, n:	0.013
As-Built Pipe Slope, S (ft/ft):	0.0250 ASSUMEDI



Site ID Number	Date	Diameter (in.)	Time	Level (in.) After Cleaning			Velocity (fps) After Cleaning			
				Manual	Meter	Diff	Manual	Meter	Diff.	
Site 4	8/31/2021	12	11:27	2.25	2.32	0.07	2.50	2.32	-0.18	
	9/13/2021		15:06	2.00	2.30	0.30	2.75	2.75	0.00	
	9/27/2021		15:18	2.25	2.30	0.05	2.50	2.25	-0.25	
	10/12/2021		12:10	2.00	2.00	0.00	2.00	2.00	0.00	
	10/26/2021		13:52	2.25	2.09	-0.16	2.50	2.52	0.02	
	11/8/2021		12:34	2.25	2.11	-0.14	2.50	2.58	0.08	
	11/30/2021		12:02	2.50	2.30	-0.20	2.00	1.98	-0.02	

Figure 51 – August-September Monthly Flow Hydrograph (Site 4)

**SITE 4 HYDROGRAPH**  
**(MH P09-034) 12"**

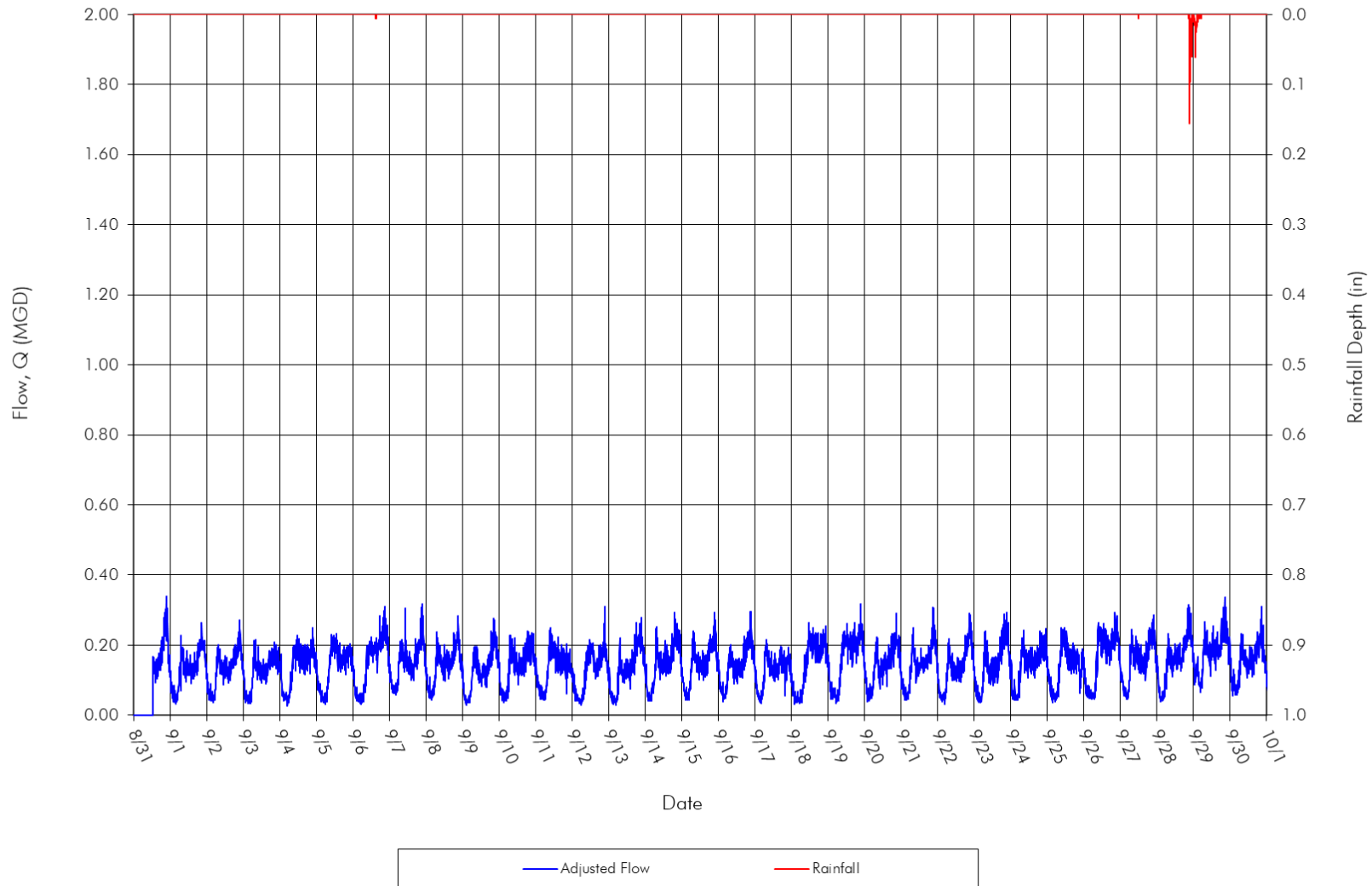


Figure 52 – August-September Monthly Level and Velocity Hydrograph (Site 4)

SITE 4 LEVEL & VELOCITY

(MH P09-034) 12"

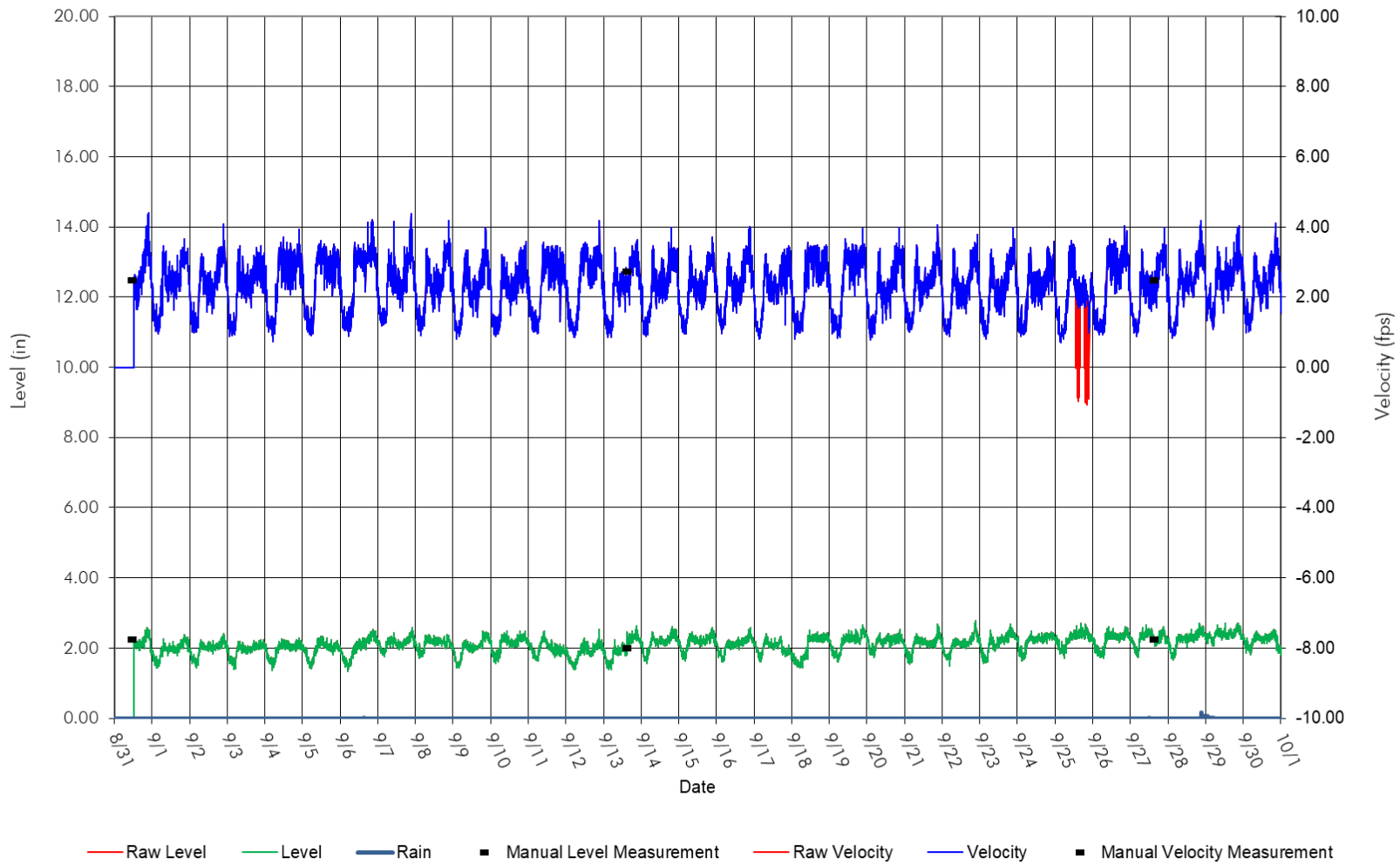


Figure 53 – October Flow Hydrograph (Site 4)

**SITE 4 HYDROGRAPH**  
**(MH P09-034) 12"**

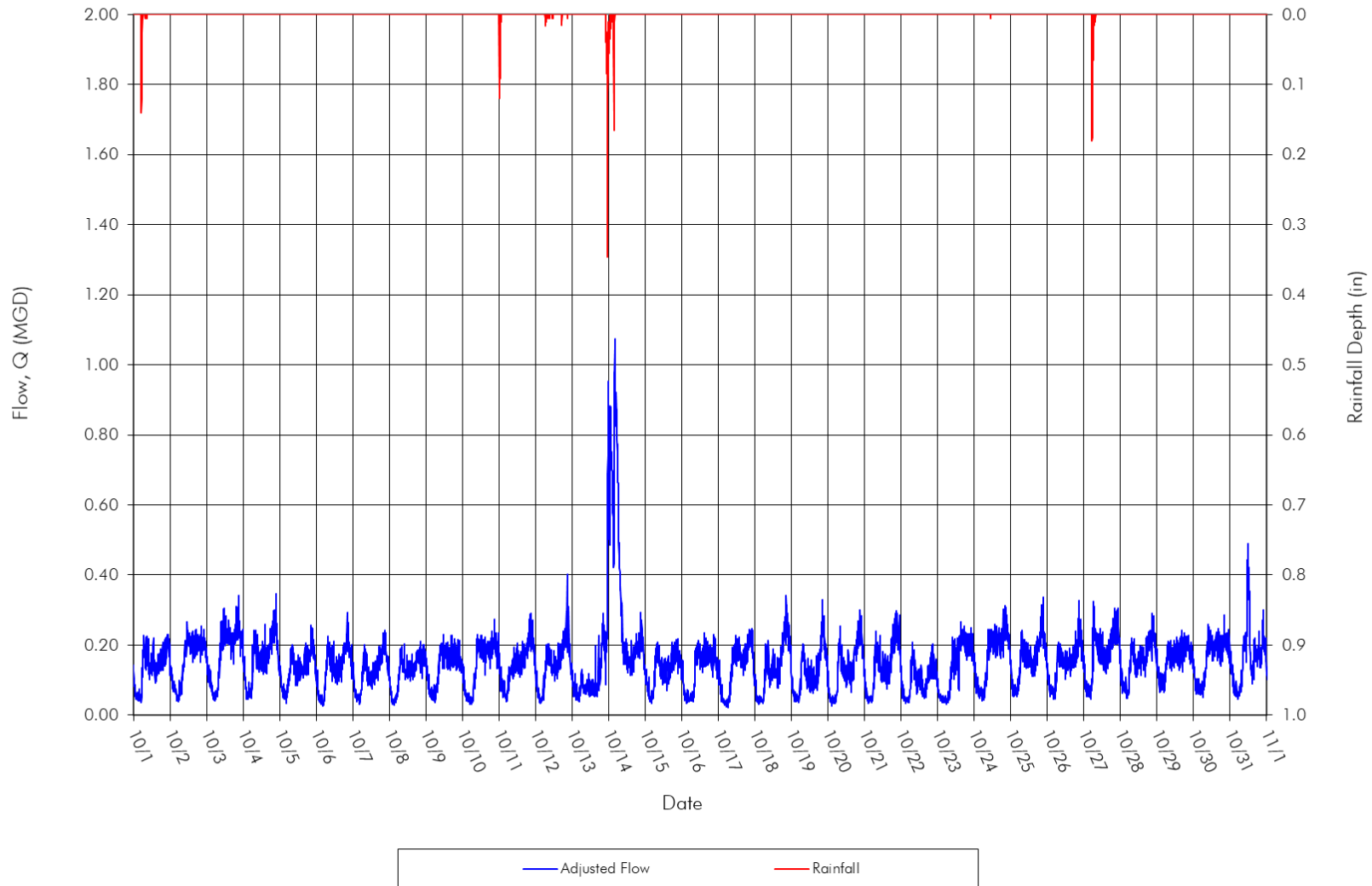


Figure 54 – October Monthly Level and Velocity Hydrograph (Site 4)

SITE 4 LEVEL & VELOCITY

(MH P09-034) 12"

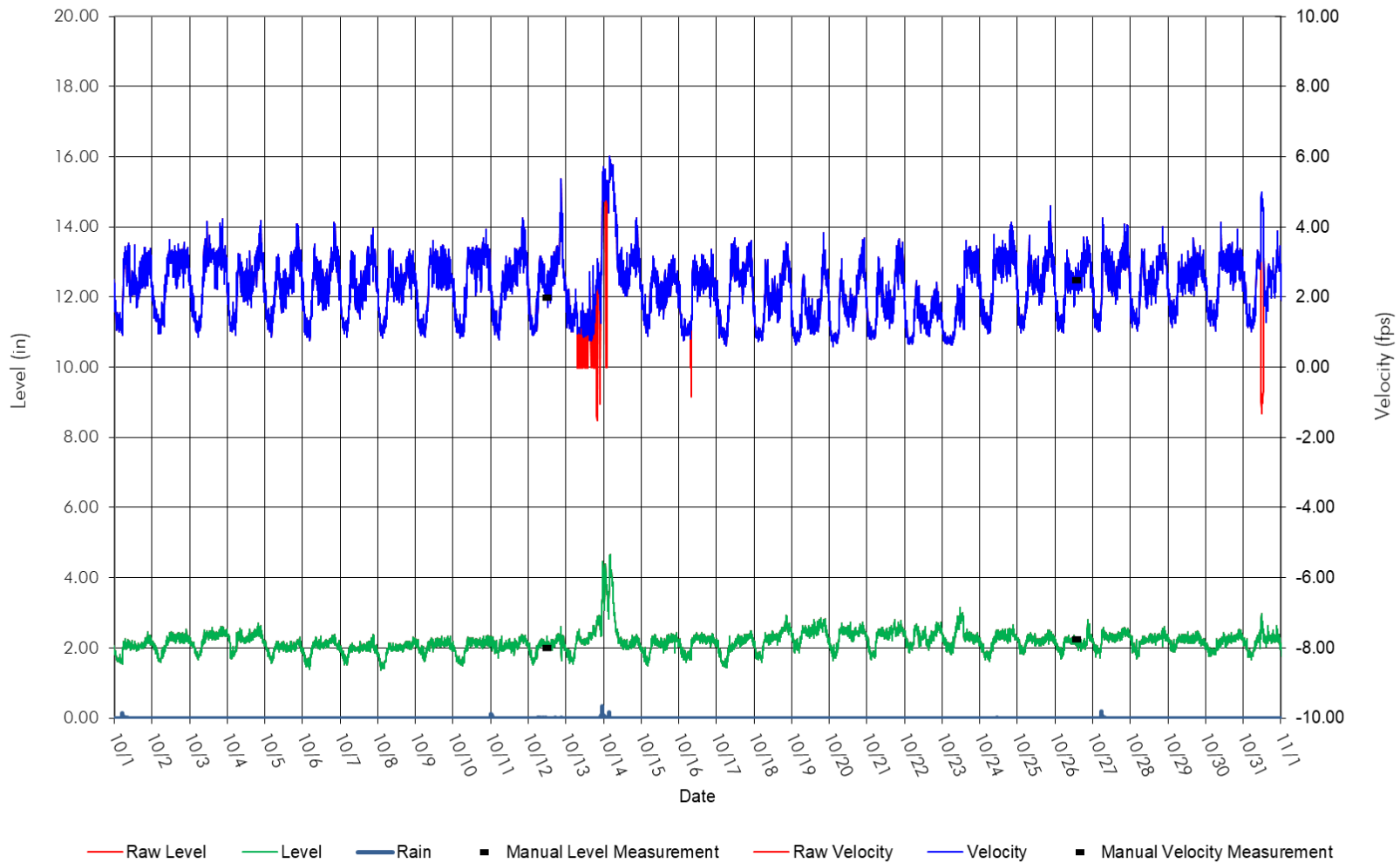


Figure 55 – November Monthly Flow Hydrograph (Site 4)

**SITE 4 HYDROGRAPH**  
**(MH P09-034) 12"**

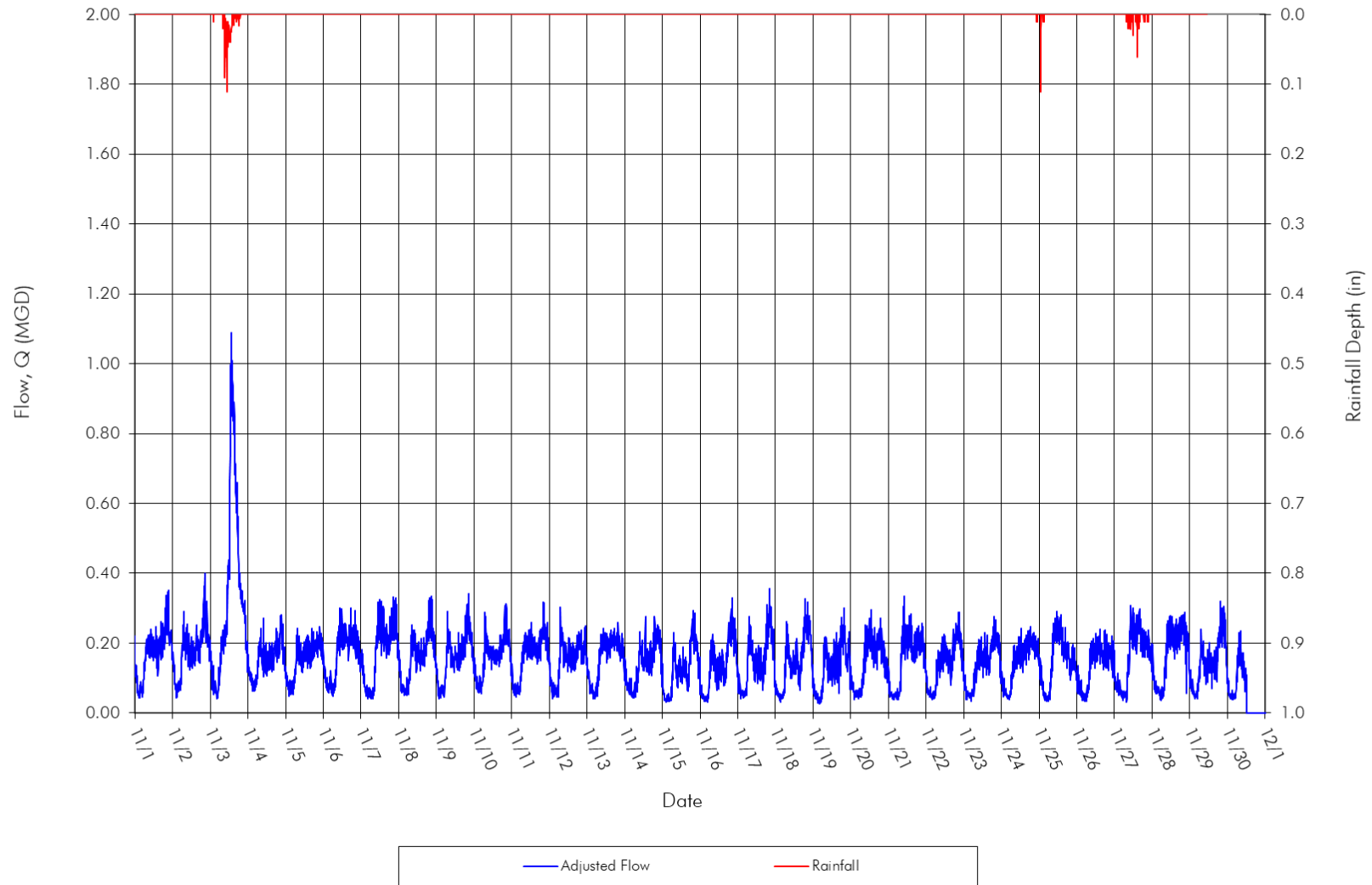




Figure 56 – November Level and Velocity Hydrograph (Site 4)

SITE 4 LEVEL & VELOCITY

(MH P09-034) 12"

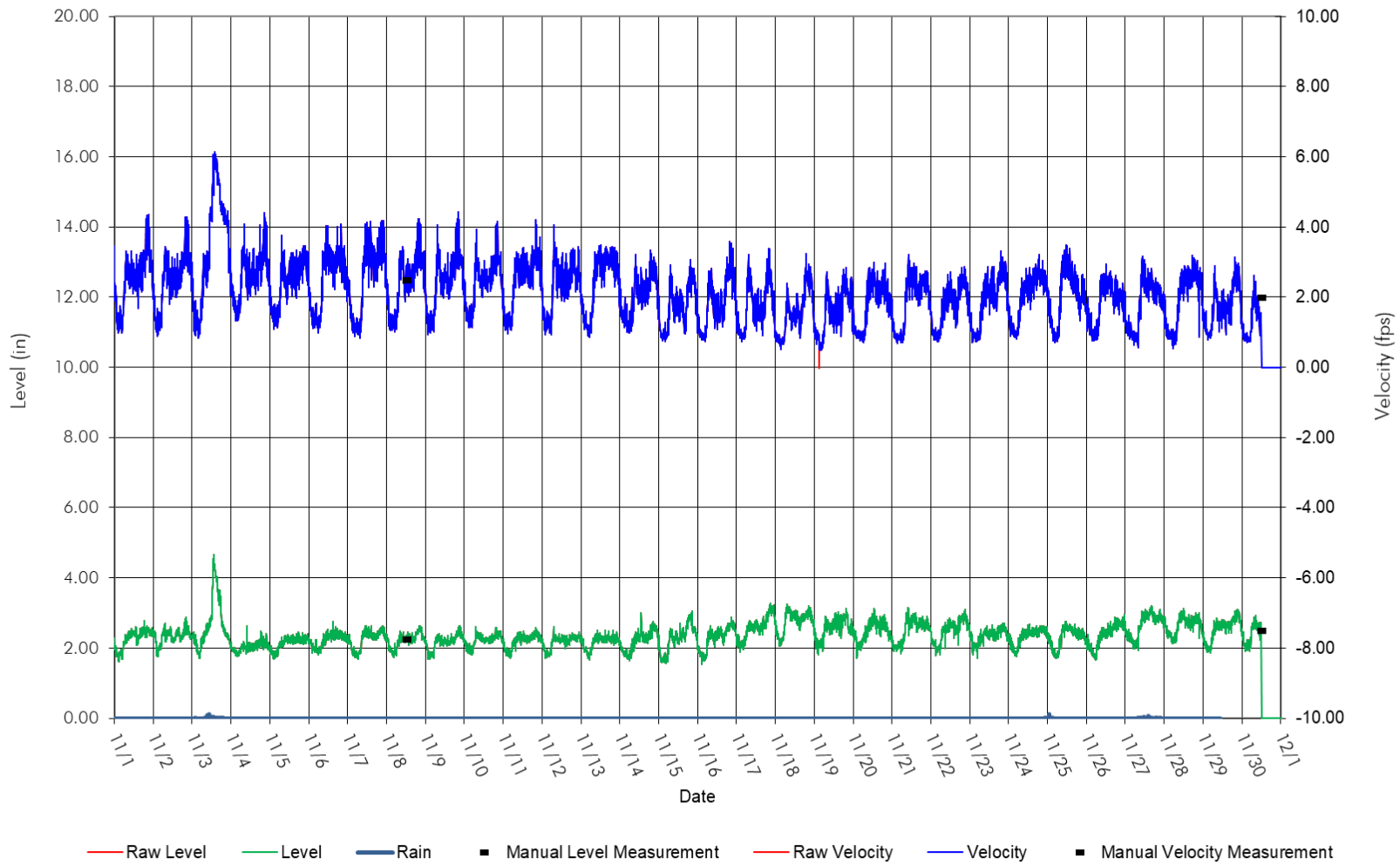


Figure 57 – Overall Flow Hydrograph (Site 4)

### SITE 4 HYDROGRAPH (MH P09-034) 12"

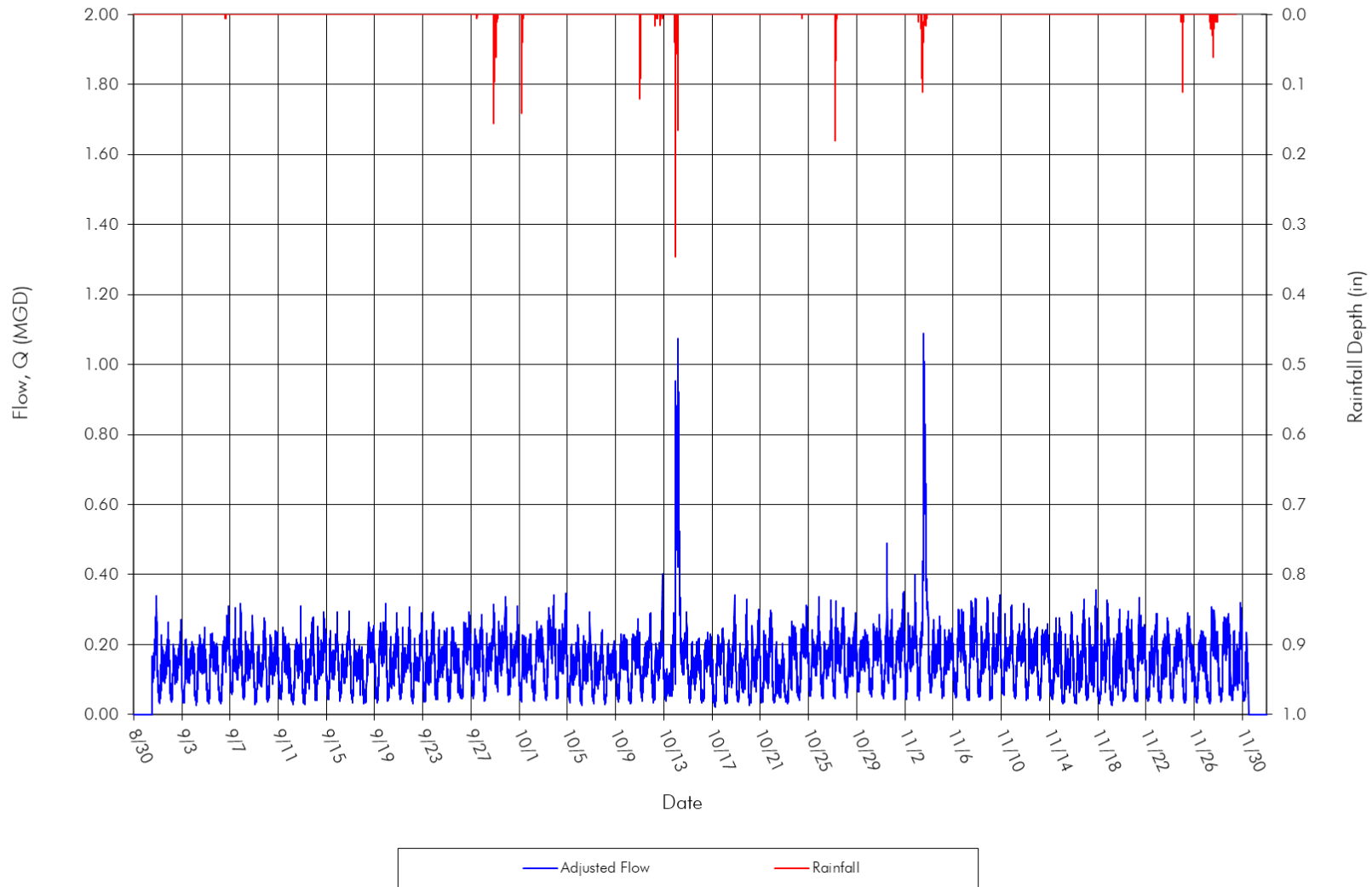


Figure 58 – Overall Level and Velocity Hydrograph (Site 4)

SITE 4 LEVEL & VELOCITY

(MH P09-034) 12"

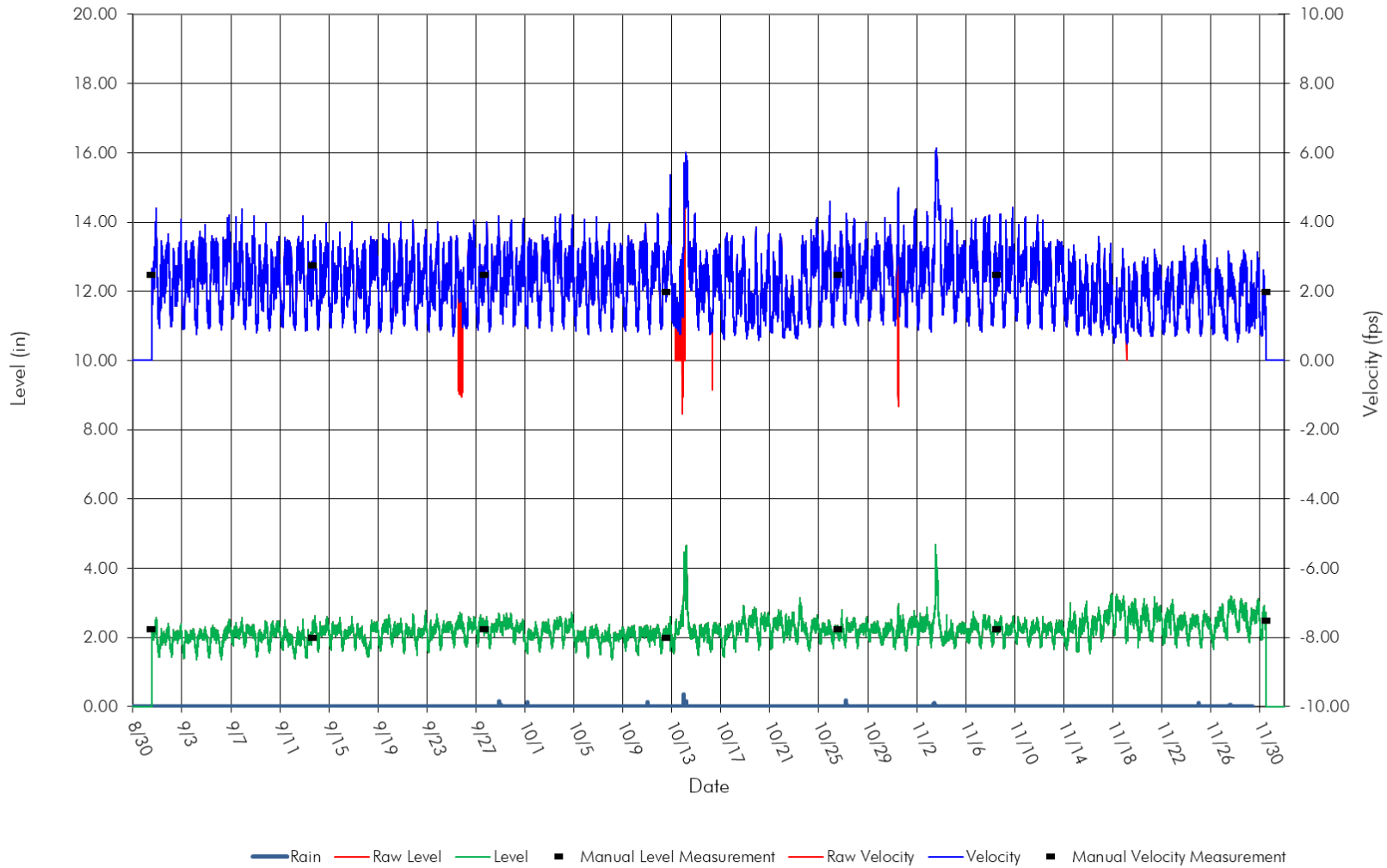
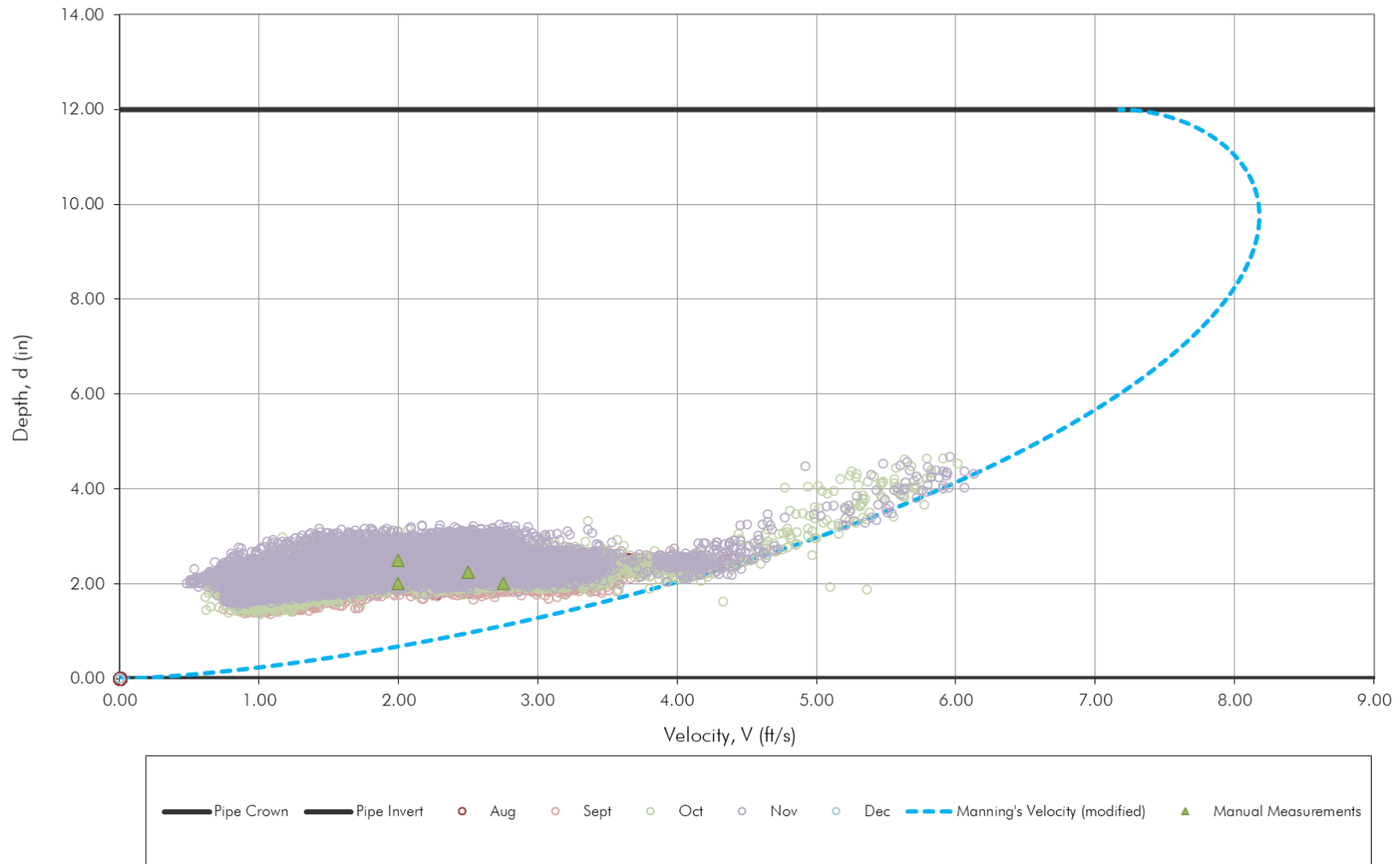


Figure 59 – Standard Flow Scattergraph (Site 4)

**SITE 4 SCATTERGRAPH  
(MH P09-034) 12"**



**Table 17 – ADDF and Infiltration Summary (Site 4)**

AVERAGE DAILY DRY WEATHER FLOW, WASTEWATER PRODUCTION, AND INFILTRATION							
Project Name		City of Manor Flow Monitoring Fall 2021					
Project No:		14925		Units of Flow: MGD			
Subsystem:		4					
Meter:		4					
(1) DW/LG Date	(2) Day	(3) Avg. Dry Weather (ADDF) Flow	(4) Peak Hourly Dry Weather Flow	(5) Diurnal Peaking Factor	(6) DW/LG Lowest 3-Hour Flow	(7) DW/HG Date	(8) DW/HG Lowest 3-Hour Flow
12-Sep-21	Sun	0.127	0.212	1.674	0.040		
13-Sep-21	Mon	0.132	0.230	1.744	0.041		
14-Sep-21	Tue	0.148	0.240	1.621	0.051		
15-Sep-21	Wed	0.145	0.233	1.605	0.056	30-Sep-21	0.076
16-Sep-21	Thu	0.143	0.255	1.785	0.061	04-Nov-21	0.081
17-Sep-21	Fri	0.127	0.193	1.516	0.050	15-Oct-21	0.052
18-Sep-21	Sat	0.146	0.224	1.539	0.044	02-Oct-21	0.055
<b>7 Count</b>		<b>0.138 Average</b>	<b>0.227 Average</b>	<b>1.641 Average</b>	<b>0.049 Average</b>	<b>4 Count</b>	<b>0.066 Average</b>

Notes:

DW/LG = Dry Weather/Low Groundwater

DW/HG = Dry Weather/High Groundwater

<b>Summary:</b>	Wastewater Production (WWP):	<b>0.138</b> (Assume = ADDF or enter value)
	Avg. Dry Weather Flow (ADDF):	<b>0.138</b>
	Diurnal Peaking Factor (DPF):	<b>1.641</b>
	Dry Weather Infiltration (DWI):	<b>0.000</b> (ADDF - WWP)
	Wet Weather Infiltration Increase (WWI):	<b>0.017</b> (DW/HG - DW/LG)
	Total Infiltration (TI):	<b>0.017</b> (WWI + DWI, DWI > 0)
	Large User Flow	<b>0.000</b>
	Distributed Flow (ADDF - Large User)	<b>0.138</b>

Figure 60 – Dry Weather Diurnal (Site 4)

DIURNAL CURVES  
Meter ID #:4

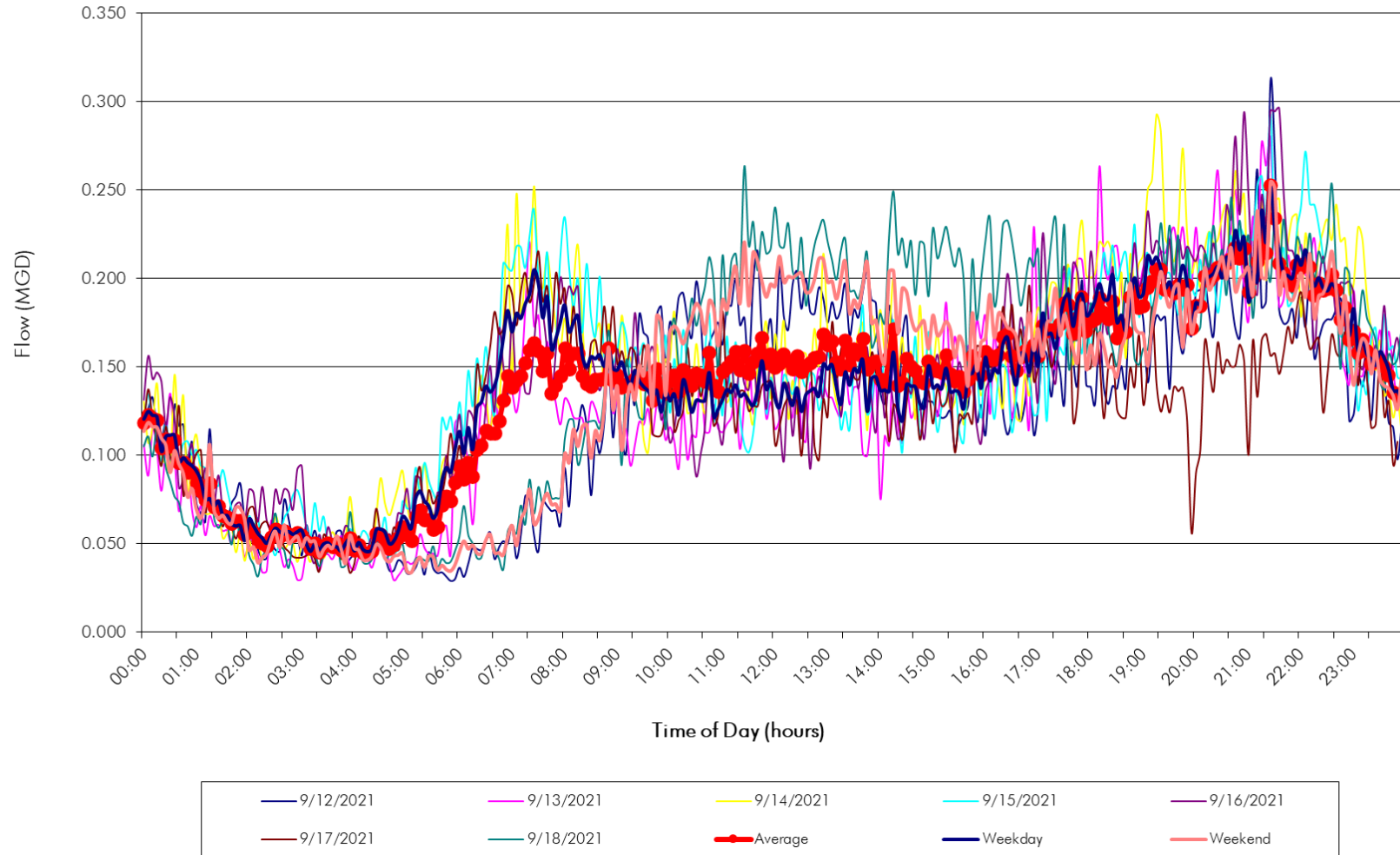


Figure 61 – High/Low Groundwater Diurnal (Site 4)

DRY WEATHER/HIGH GROUNDWATER VS.  
DRY WEATHER/LOW GROUNDWATER  
Meter ID #:4

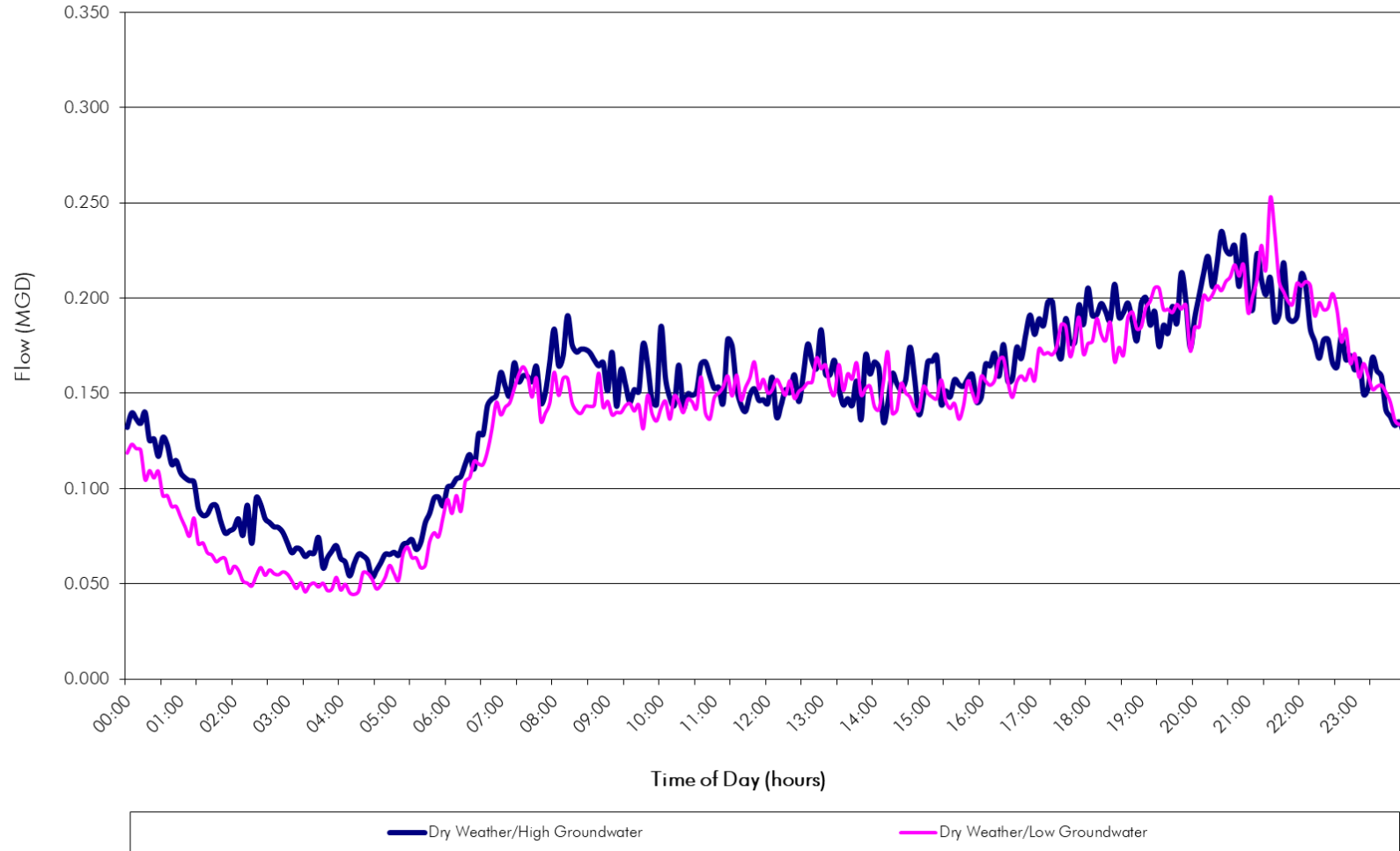
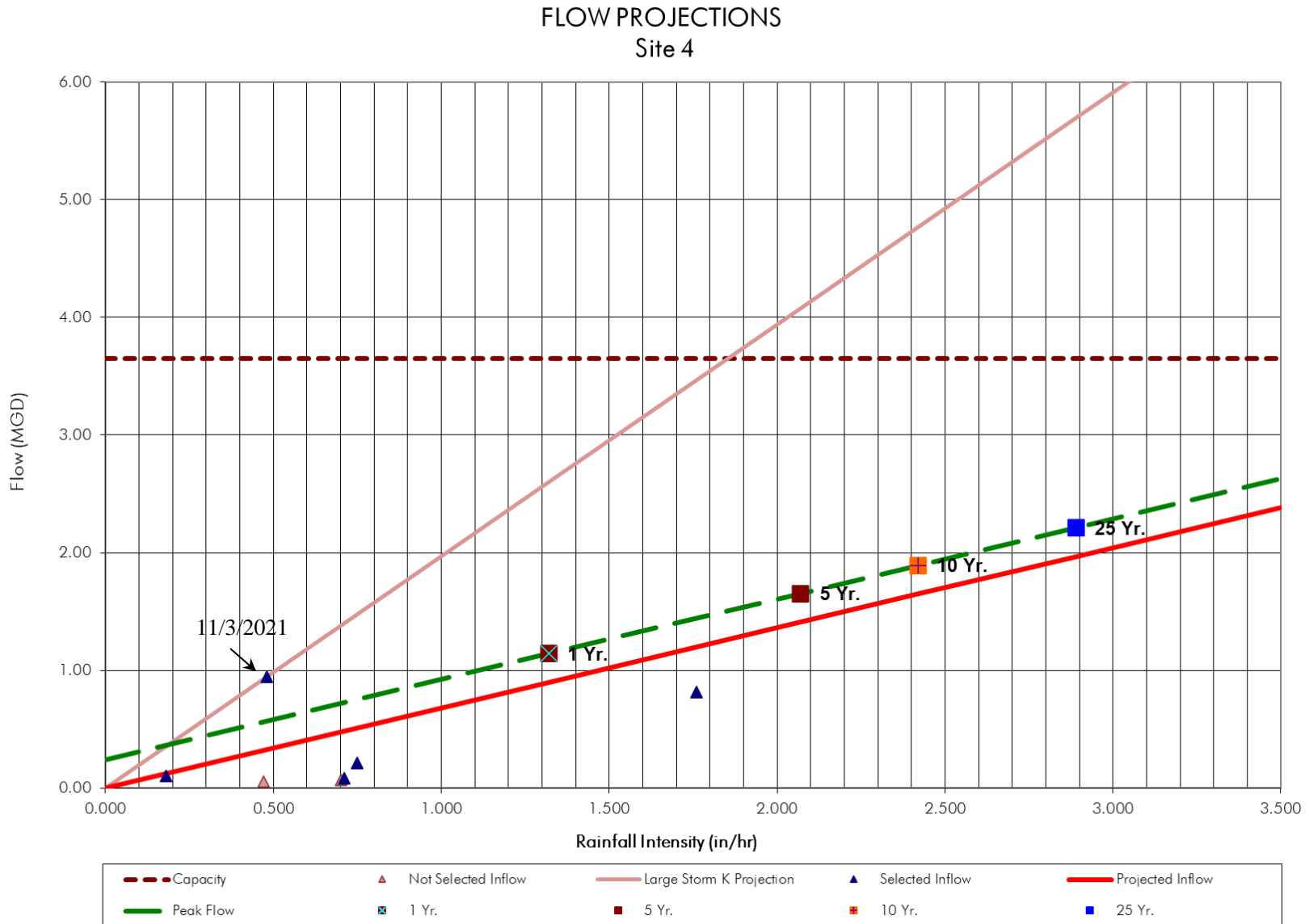


Table 18 – Inflow Calculations and Projections (Site 4)

INFLOW CALCULATIONS AND PROJECTIONS																																																															
Project Name: City of Manor Flow Monitoring Fall 2021																																																															
Project No.: 14925																																																															
Subsystem: 4																																																															
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Units of Flow: MGD																																																															
<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Storm Count: 7</td> <td style="width: 30%;">Cum. Trib. Area: 182 acres</td> <td style="width: 30%;">Pipe Shape: Circular</td> </tr> <tr> <td>Avg Delta Time: 66</td> <td>Cum. Time of Conc.: 60 minutes</td> <td>Pipe Diameter: 12 in</td> </tr> <tr> <td>Avg Kp: 0.00439</td> <td></td> <td>Pipe Slope: 0.025 ft/ft</td> </tr> <tr> <td>Avg Selected Kp: 0.00579</td> <td></td> <td>Pipe Capacity: 3.65 mgd</td> </tr> <tr> <td></td> <td></td> <td>ADDF Cum.: 0.138 mgd</td> </tr> <tr> <td></td> <td></td> <td>ADDF Peak Factor: 1.64</td> </tr> <tr> <td></td> <td></td> <td>Peak ADDF Flow: 0.227 mgd</td> </tr> <tr> <td></td> <td></td> <td>Infiltration: 0.017 mgd</td> </tr> <tr> <td></td> <td></td> <td>Cum. Peak Flow: 0.244 mgd</td> </tr> <tr> <td></td> <td></td> <td>Manning's Coefficient, n: 0.013</td> </tr> </table>																			Storm Count: 7	Cum. Trib. Area: 182 acres	Pipe Shape: Circular	Avg Delta Time: 66	Cum. Time of Conc.: 60 minutes	Pipe Diameter: 12 in	Avg Kp: 0.00439		Pipe Slope: 0.025 ft/ft	Avg Selected Kp: 0.00579		Pipe Capacity: 3.65 mgd			ADDF Cum.: 0.138 mgd			ADDF Peak Factor: 1.64			Peak ADDF Flow: 0.227 mgd			Infiltration: 0.017 mgd			Cum. Peak Flow: 0.244 mgd			Manning's Coefficient, n: 0.013															
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<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>YEAR STORM (R)</th> <th>Peak Rainfall Rate (in/hr)</th> <th>Peak Inflow Rate (mgd)</th> <th>Peak Inflow Rate (cfs)</th> <th>Peak Flow (mgd)</th> </tr> </thead> <tbody> <tr><td>0</td><td>0</td><td>0</td><td>0</td><td>0.244</td></tr> <tr><td>1</td><td>1.320</td><td>0.899</td><td>1.391</td><td>1.143</td></tr> <tr><td>2</td><td>1.630</td><td>1.110</td><td>1.718</td><td>1.354</td></tr> <tr><td>5</td><td>2.070</td><td>1.410</td><td>2.181</td><td>1.653</td></tr> <tr><td>10</td><td>2.420</td><td>1.648</td><td>2.550</td><td>1.892</td></tr> <tr><td>25</td><td>2.890</td><td>1.968</td><td>3.045</td><td>2.212</td></tr> <tr><td>50</td><td>3.270</td><td>2.227</td><td>3.446</td><td>2.471</td></tr> <tr><td>100</td><td>3.660</td><td>2.493</td><td>3.857</td><td>2.736</td></tr> </tbody> </table>																			YEAR STORM (R)	Peak Rainfall Rate (in/hr)	Peak Inflow Rate (mgd)	Peak Inflow Rate (cfs)	Peak Flow (mgd)	0	0	0	0	0.244	1	1.320	0.899	1.391	1.143	2	1.630	1.110	1.718	1.354	5	2.070	1.410	2.181	1.653	10	2.420	1.648	2.550	1.892	25	2.890	1.968	3.045	2.212	50	3.270	2.227	3.446	2.471	100	3.660	2.493	3.857	2.736
YEAR STORM (R)	Peak Rainfall Rate (in/hr)	Peak Inflow Rate (mgd)	Peak Inflow Rate (cfs)	Peak Flow (mgd)																																																											
0	0	0	0	0.244																																																											
1	1.320	0.899	1.391	1.143																																																											
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100	3.660	2.493	3.857	2.736																																																											
(1) Storm Name	(2) Total Rainfall (in.)	(3) Length of Storm (hrs)	(4) Time Qp	(5) Time Ip	(6) Delta Time (min)	(7) Peak Flow Rate (mgd)	(8) WWP+Infiltr. Date	(9) WWP+Infiltr (mgd)	(10) Peak Inflow Rate (mgd)	(11) Rain i in/hr	(12) Kp	(13) Use? Y/N	(14) Selected *Kp*	(15) Time from Qp to 1/2 Inflow (hrs)	(16) *Kv*	(17) Selected *Kv*	(18) Calc. Inflow Vol. mg	(19) Note																																													
9/28/21 21:00	1.65	7.92	9/28/21 21:30	9/28/21 21:20	10	0.308	09/27/21	0.227	0.081	0.710	0.00097	y	0.00097																																																		
10/1/21 4:55	0.73	3.67	10/1/21 6:45	10/1/21 5:05	100	0.227	09/24/21	0.160	0.068	0.700	0.00082	n						No reaction																																													
10/11/21 0:05	0.49	1.25	10/11/21 0:05	10/11/21 0:05	0	0.177	10/10/21	0.124	0.053	0.470	0.00096	n						No reaction																																													
10/13/21 21:55	3.15	6.00	10/13/21 23:40	10/13/21 23:10	30	0.954	10/06/21	0.138	0.816	1.760	0.00394	y	0.00394																																																		
10/27/21 5:15	0.89	2.42	10/27/21 6:25	10/27/21 5:25	60	0.324	10/20/21	0.108	0.215	0.750	0.00244	y	0.00244																																																		
11/3/21 2:10	1.89	16.83	11/3/21 13:20	11/3/21 10:35	165	1.089	10/27/21	0.144	0.945	0.480	0.01674	y	0.01674																																																		
11/27/21 7:45	0.70	13.92	11/27/21 16:00	11/27/21 14:25	95	0.299	11/20/21	0.196	0.103	0.180	0.00486	y	0.00486																																																		



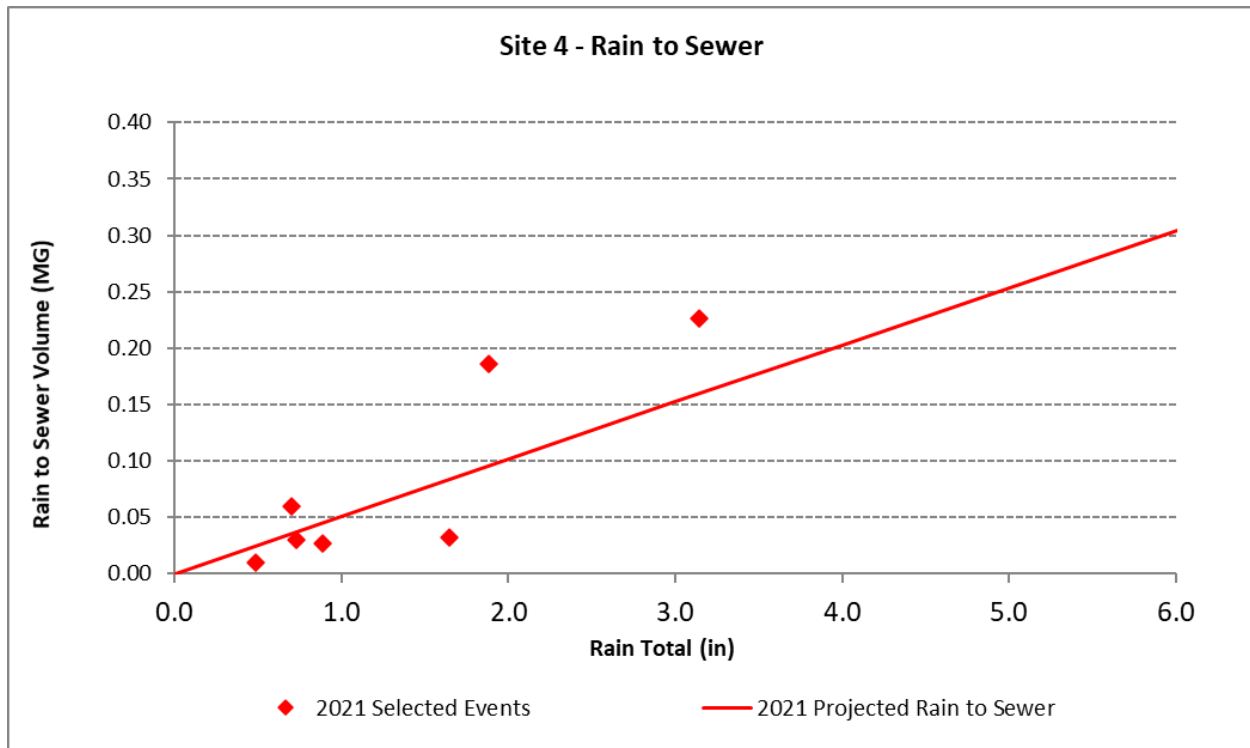
Figure 62 – Inflow Projections (Site 4)



**Table 19 – Rain to Sewer Summary (Site 4)**

Meter Site	Storm Date	Storm Rain Depth (in)	Rain Volume (MG)	Storm I&I Volume (MG)	Rain to Sewer (%)
Site 4 (12")	9/28/2021	1.65	8.154	0.032	0.40%
	10/1/2021	0.73	3.607	0.030	0.84%
	10/11/2021	0.49	2.397	0.009	0.39%
	10/13/2021	3.15	15.542	0.226	1.46%
	10/27/2021	0.89	4.373	0.027	0.61%
	11/3/2021	1.89	9.315	0.186	1.99%
	11/27/2021	0.70	3.459	0.060	1.74%
	<b>Average</b>				

**Figure 63 – Rain to Sewer Volumetric Analysis (Site 4)**



## A.5 Site 5

### Description

Site 5 measures flow in manhole P09-002. This manhole is located near intersection of Athens Street and Wildhorse Creek Lift Station Access Road. The area velocity sensor was placed in the influent 8" diameter PVC pipe of the manhole. This meter measures flow upstream of the Wildhorse Creek Lift Station then is pumped into the Wilbarger Creek Watershed.

### Observations

The average flow depth for this site was 1.83 inches with an average velocity of 1.0 feet per second. The collected data from this monitoring site was considered good. Light debris and grease were reported during one site visit during the monitoring period. Velocity dropouts were common at low levels, however there were enough valid recordings to adjust the dropouts accordingly.

There were no surcharging events recorded at this site during the 2021 monitoring period.

**Table 20 – Service Interrogations Summary (Site 5)**

Site ID	Date	Time	Size	Level (in)			Level (in) After Cleaning			Velocity (fps)			Velocity After Cleaning (fps)				
Number	Install / Download		(in)	Manual	Meter	Diff.	Manual	Meter	Diff.	Manual	Meter	Diff.	Manual	Meter	Diff.	Purpose:	Comment:
Site 5	8/31/2021	12:02	8	2.00	2.20	0.20	2.00	1.69	-0.31	1.75	1.68	-0.07	1.75	1.56	-0.19	Install	Meter installed at in pipe
	9/13/2021	14:45		1.50	1.75	0.25	1.25	1.70	0.45	1.50	1.40	-0.10	1.50	1.60	0.10	Service/Upload	
	9/27/2021	14:55		1.00	2.00	1.00	1.50	1.60	0.10	1.25	1.00	-0.25	1.50	1.40	-0.10	Service/Upload	
	10/12/2021	11:52		1.75	2.20	0.45	1.50	1.60	0.10	2.50	0.00	-2.50	1.50	1.40	-0.10	Service/Upload	
	10/26/2021	13:33		1.75	1.79	0.04	2.00	2.03	0.03	1.00	0.99	-0.01	1.50	1.52	0.02	Service/Upload	
	11/8/2021	12:17		1.50	1.50	0.00	1.50	1.50	0.00	1.00	0.94	-0.06	1.50	1.57	0.07	Service/Upload	Light debris and grease.
	11/30/2021	11:33		1.50	1.80	0.30	1.25	1.29	0.04	1.00	0.95	-0.05	1.25	1.17	-0.08	Removal	

Figure 64 – Flow Meter Site Investigation (Site 5)

**Flow Meter Site Investigation**

<b>Project:</b> Manor I&I Program		<b>Location:</b> City of Manor, TX		<b>Date/Time:</b> 11-30-2021 / 11:33		<b>Crew:</b> JA-VI	
<b>MH#:</b> P09-002		<b>Pipe Shape:</b> Circular		<b>Pipe Material:</b> PVC		<b>Pipe Size (in):</b> 8	
<b>Site ID:</b> 5	<b>Address:</b> 11813 Athens St.		<b>Site Quality:</b> Good		<b>Monitoring Purpose:</b> Short-term FM		
<b>Location Map</b>				<b>Planar Description</b>			
<b>Summary Description:</b>							
Located near intersection of Athens Street and Wildhorse Creek Lift Station Access Road. In the middle of an asphalt street.							
<b>Site Hazards</b>		<b>Measurements</b>			<b>Site Conditions</b>		
Heavy Traffic? Light		Manhole Depth (ft): 11.25			Surcharge Evidence? No		
Needed Traffic Attendants: 0		Manhole Dia. (in): 48.00			Depth of Surcharge (ft): 0.00		
H <sub>2</sub> S: 0	O <sub>2</sub> : 20.8	MH Cover Size (in): 24.00			Depth of Debris (in): 0.00		
LEL: 0	CO: 0	MH Cover Type: Standard			Usable MH Steps? No		
Describe potential hazards: Cones are needed and service truck light needs to be on throughout the whole service due to being on a local street.		Measured Flow Depth (in): 1.25			Meter: ISCO 2150		
		Velocity (fps): 1.25			Cellular Signal Strength: N/A		
		Mounting Band Description: Spring Band			Antennae Install Considerations: N/A		
		Other Comments:			Permanent Power Available? No		



Installation Sketch & Notes	Pipe Cross Section																																				
<p style="text-align: center;">11.25'</p> <p style="text-align: center;">Flow Meter Location</p> <p style="text-align: center;">8" 8"</p> <p style="text-align: center;">Northwest In Southeast Out</p>	<p style="text-align: center;">8"</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 25%;">Depth (in)</th> <th style="width: 25%;">Width (in)</th> <th style="width: 25%;">Depth (in)</th> <th style="width: 25%;">Width (in)</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Depth (in)	Width (in)	Depth (in)	Width (in)																																
Depth (in)	Width (in)	Depth (in)	Width (in)																																		
<p style="text-align: center;"><b>SURFACE</b></p>	<p style="text-align: center;"><b>DOWN</b></p>																																				
<p style="text-align: center;"><b>INFLOW</b></p>	<p style="text-align: center;"><b>OUTFLOW</b></p>																																				



**Figure 65 – Site Information (Site 5)**

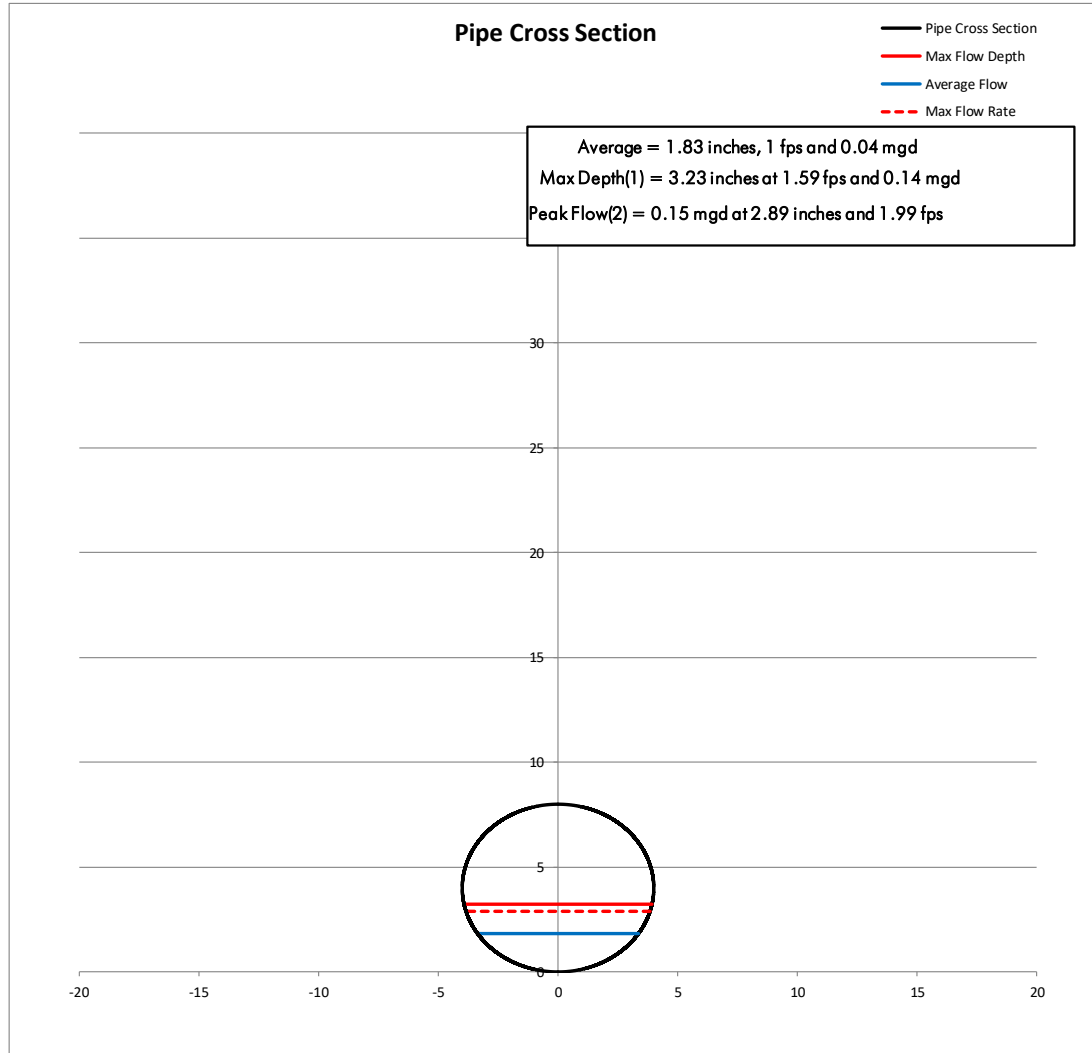
**SITE INFORMATION RECORD**

**Site Information**

Meter ID #:	5
Monitoring Program:	Short-Term FM
Manhole #:	P09-002

**Sewer Information**

Pipe Shape	Circle
Pipe Height, H (in):	8
Pipe Width, W (in):	8
Manning Roughness Coefficient, n:	0.013
As-Built Pipe Slope, S (ft/ft):	0.0055 ASSUMEDI



Site ID Number	Date	Diameter (in.)	Time	Level (in.) After Cleaning			Velocity (fps) After Cleaning			
				Manual	Meter	Diff	Manual	Meter	Diff.	
Site 5	8/31/2021	8	12:02	2.00	1.69	-0.31	1.75	1.56	-0.19	
	9/13/2021		14:45	1.25	1.70	0.45	1.50	1.60	0.10	
	9/27/2021		14:55	1.50	1.60	0.10	1.50	1.40	-0.10	
	10/12/2021		11:52	1.50	1.60	0.10	1.50	1.40	-0.10	
	10/26/2021		13:33	2.00	2.03	0.03	1.50	1.52	0.02	
	11/8/2021		12:17	1.50	1.50	0.00	1.50	1.57	0.07	
	11/30/2021		11:33	1.25	1.29	0.04	1.25	1.17	-0.08	

Figure 66 – August-September Monthly Flow Hydrograph (Site 5)

### SITE 5 HYDROGRAPH (MH P09-002) 8"

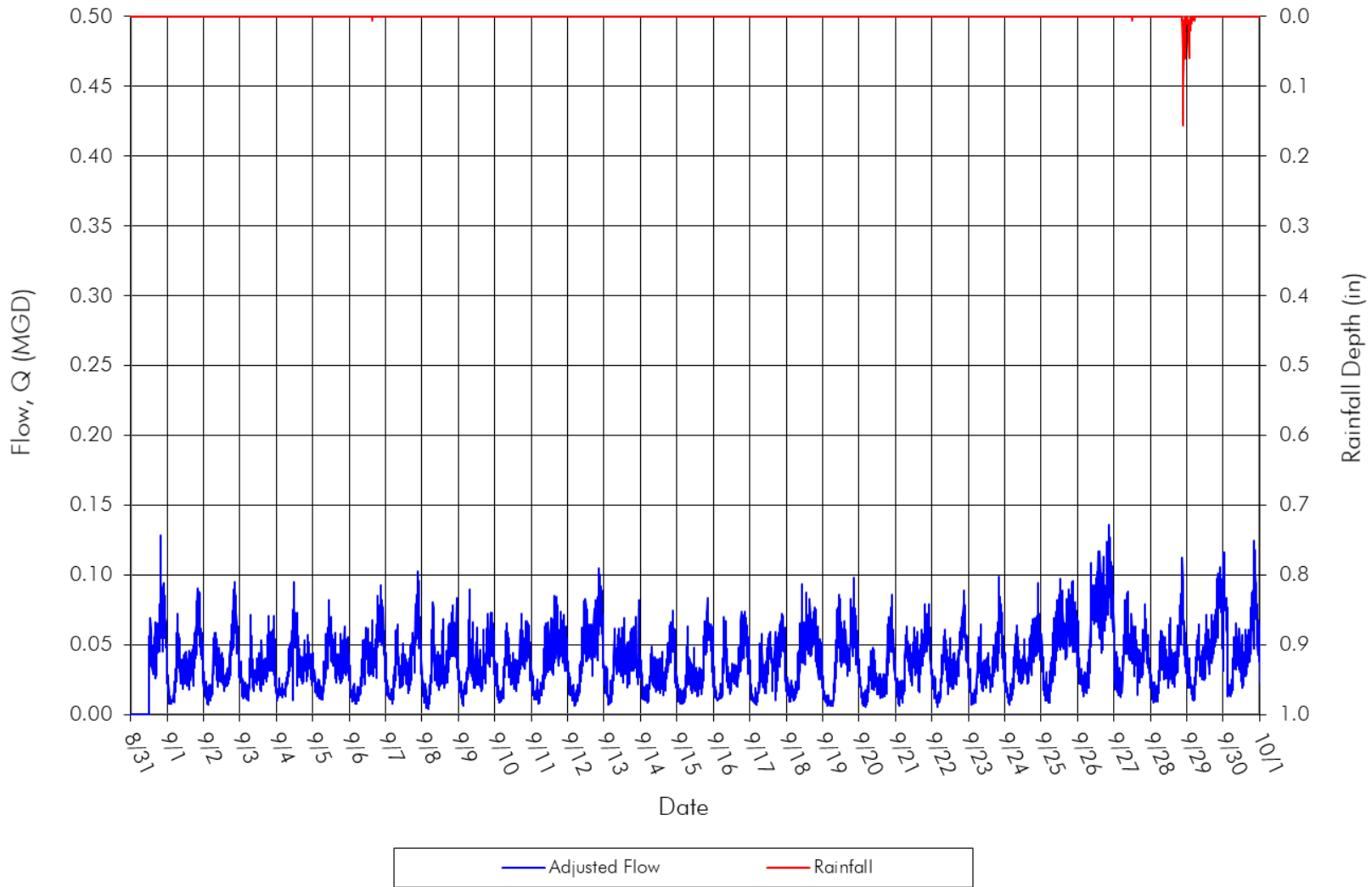




Figure 67 – August-September Monthly Level and Velocity Hydrograph (Site 5)

### SITE 5 LEVEL & VELOCITY (MH P09-002) 8"

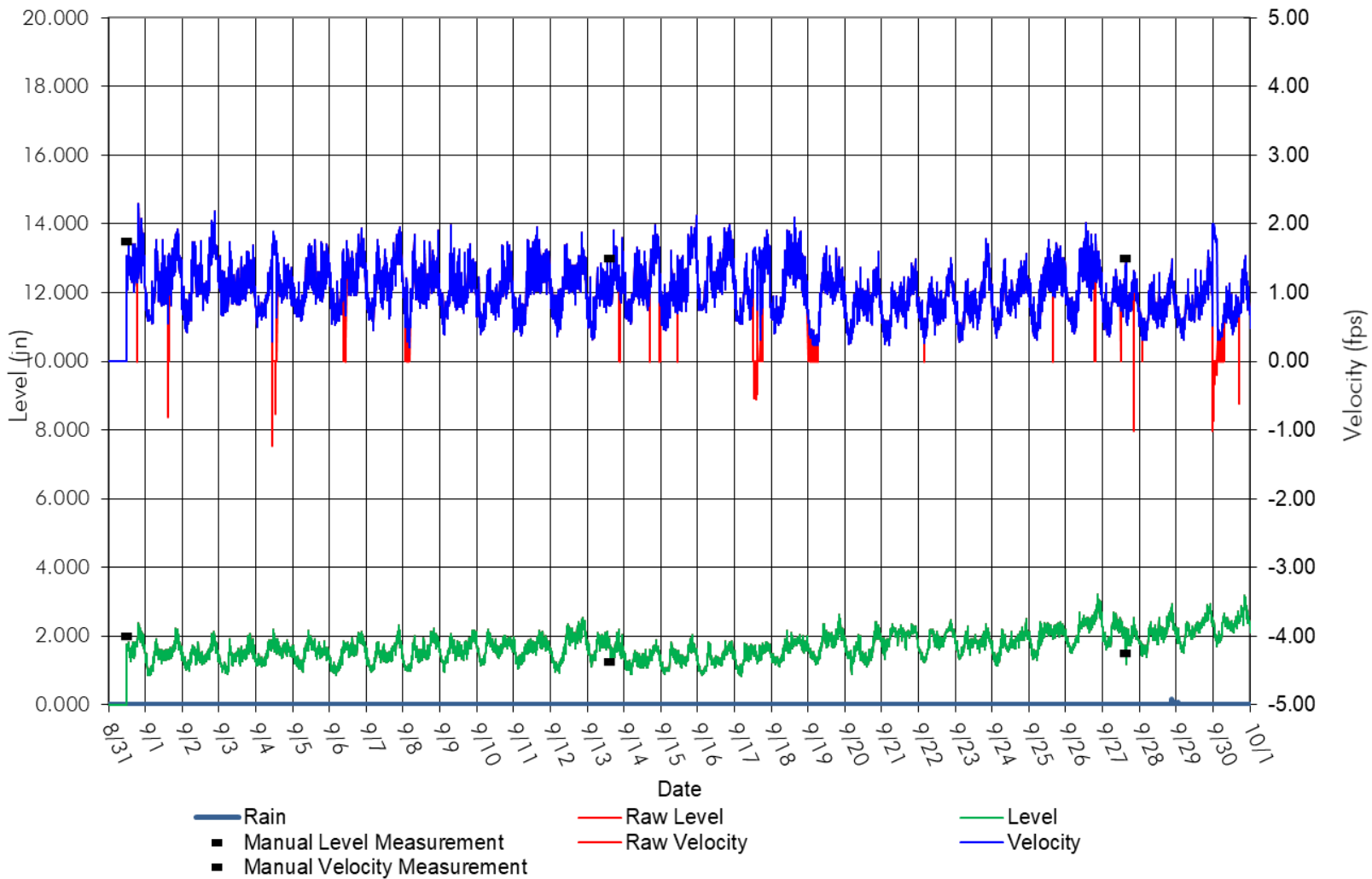


Figure 68 – October Flow Hydrograph (Site 5)

### SITE 5 HYDROGRAPH (MH P09-002) 8"

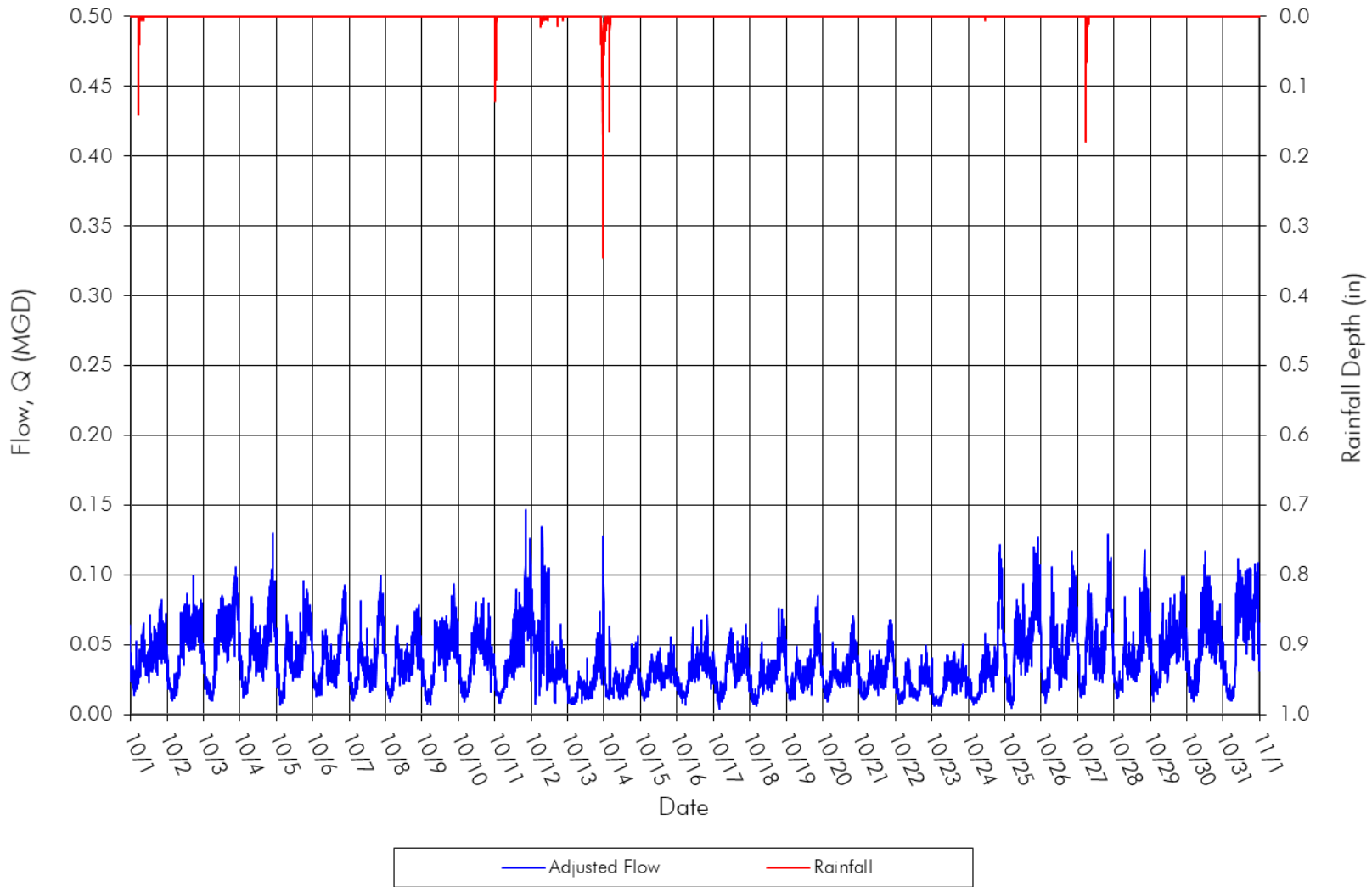


Figure 69 – October Monthly Level and Velocity Hydrograph (Site 5)

**SITE 5 LEVEL & VELOCITY  
(MH P09-002) 8"**

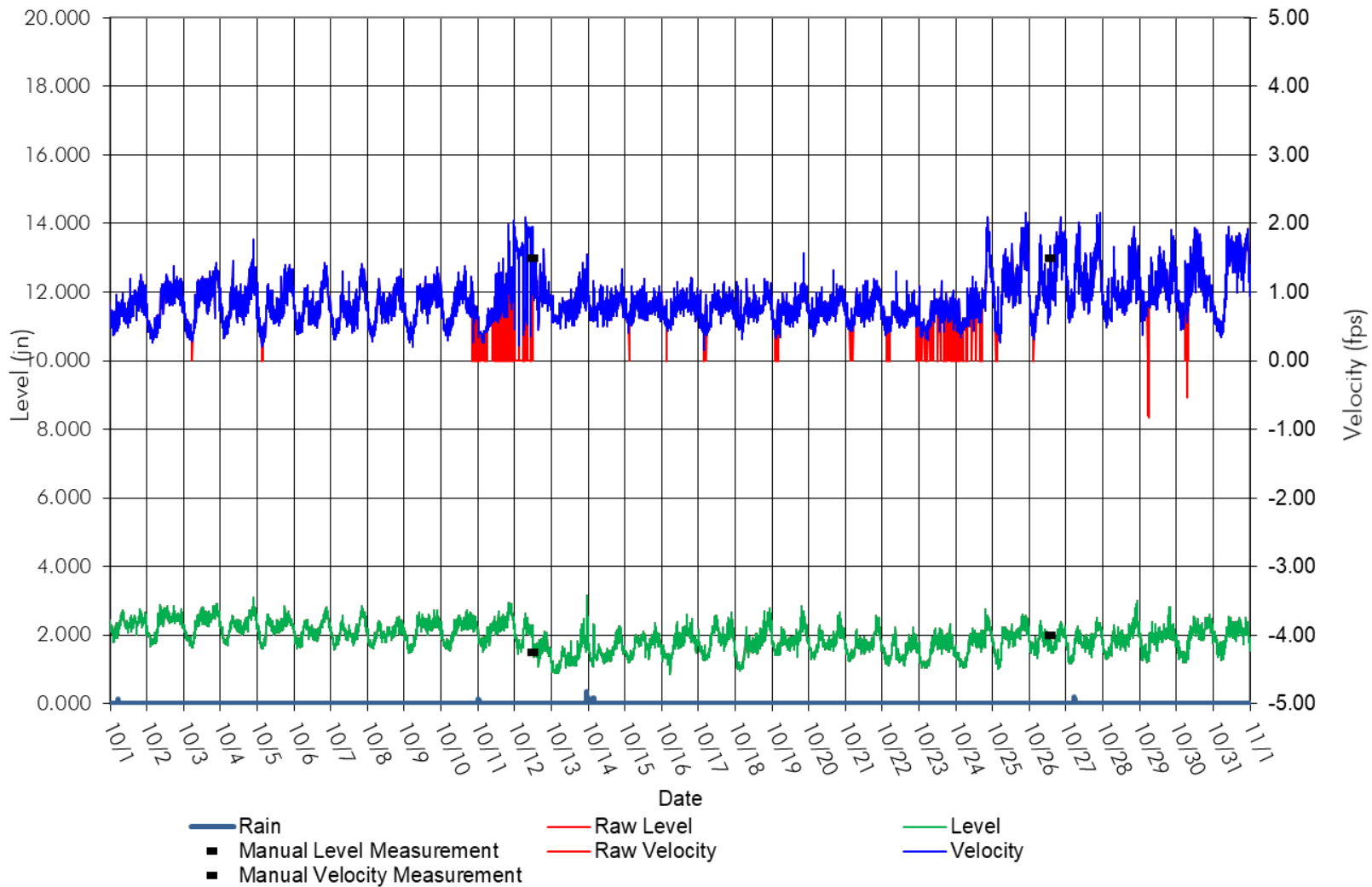


Figure 70 – November Monthly Flow Hydrograph (Site 5)

### SITE 5 HYDROGRAPH (MH P09-002) 8"

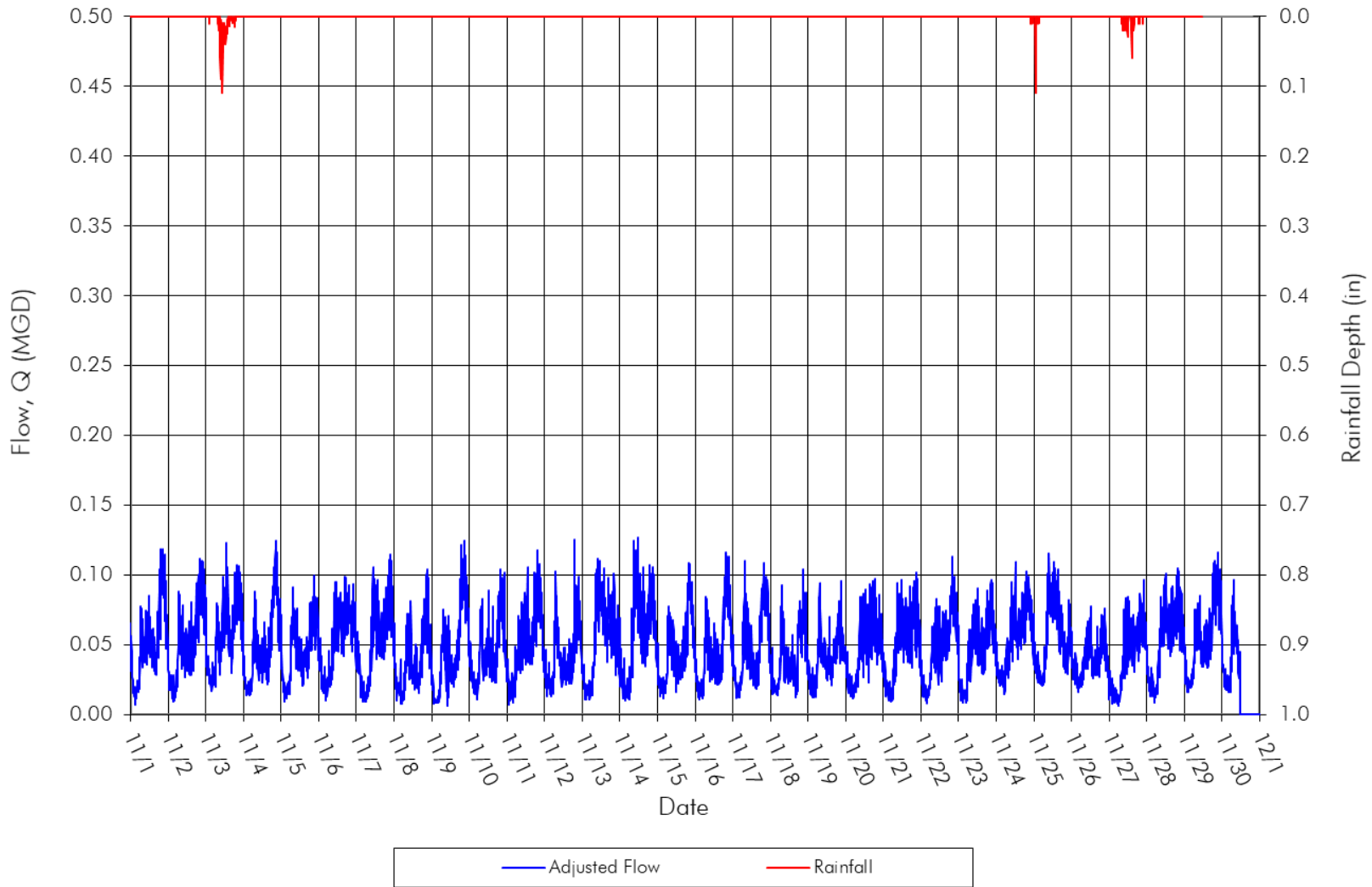


Figure 71 – November Level and Velocity Hydrograph (Site 5)

### SITE 5 LEVEL & VELOCITY (MH P09-002) 8"

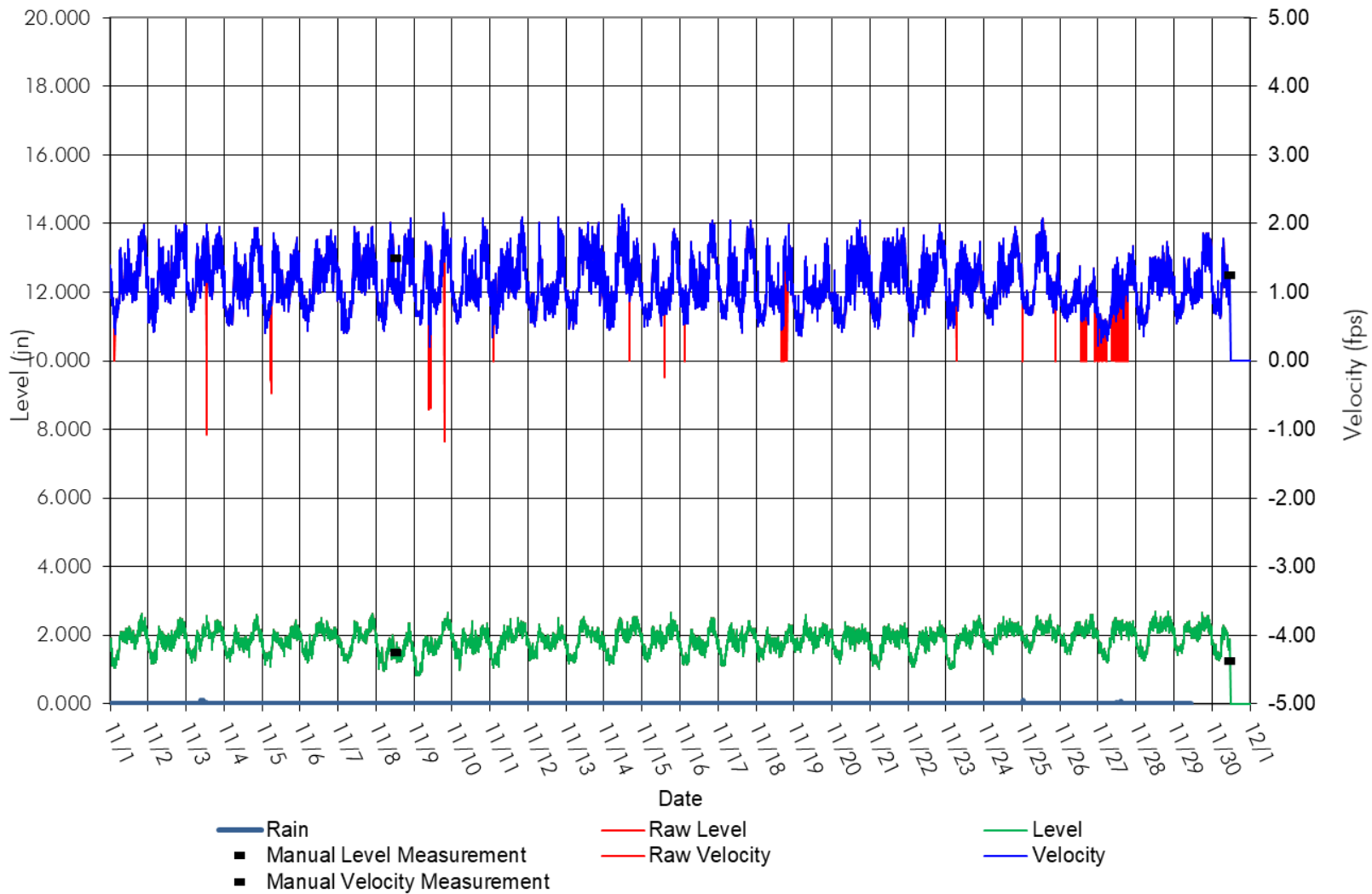


Figure 72 – Overall Flow Hydrograph (Site 5)

**SITE 5 HYDROGRAPH**  
**(MH P09-002) 8"**

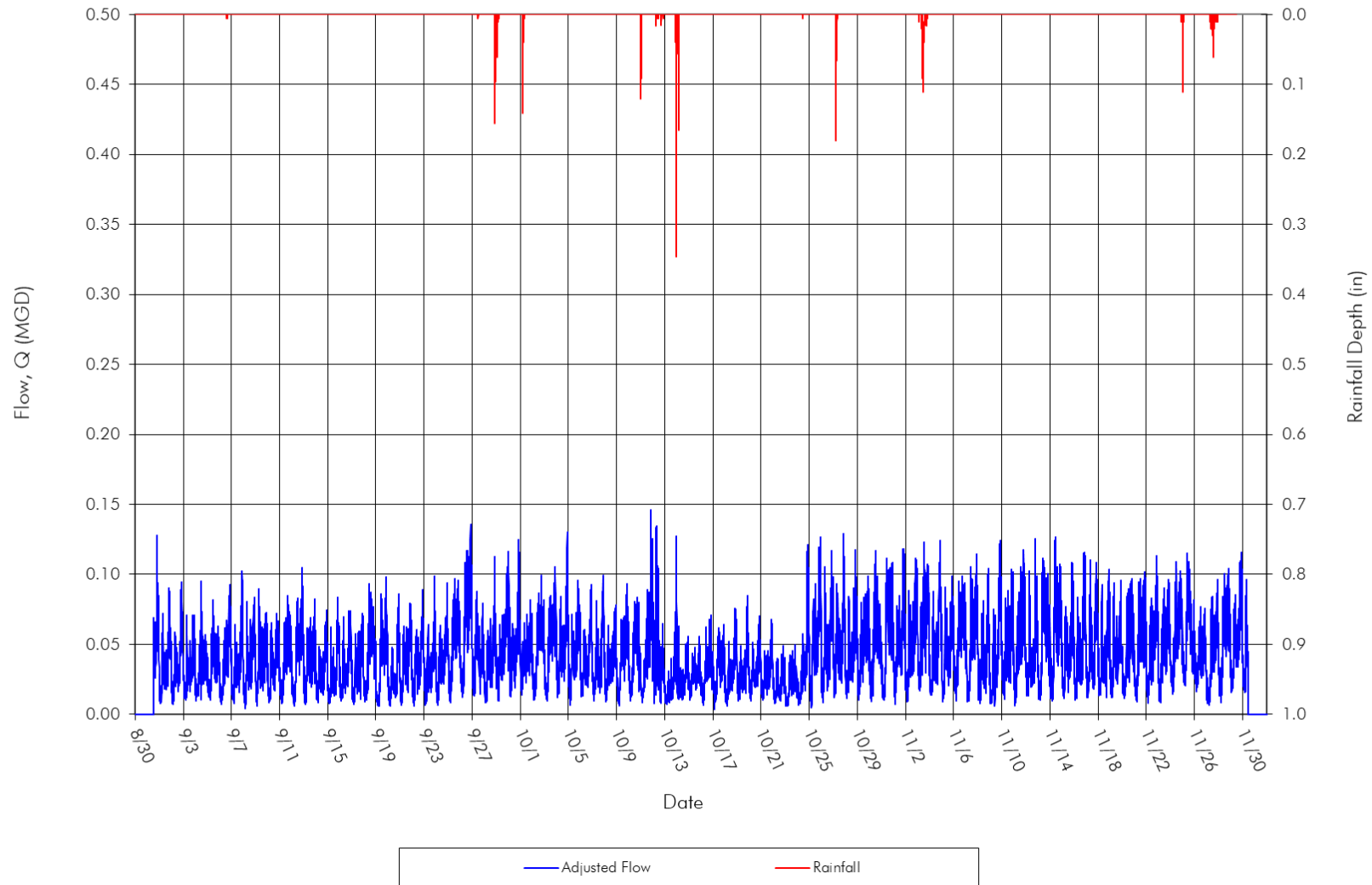


Figure 73 – Overall Level and Velocity Hydrograph (Site 5)

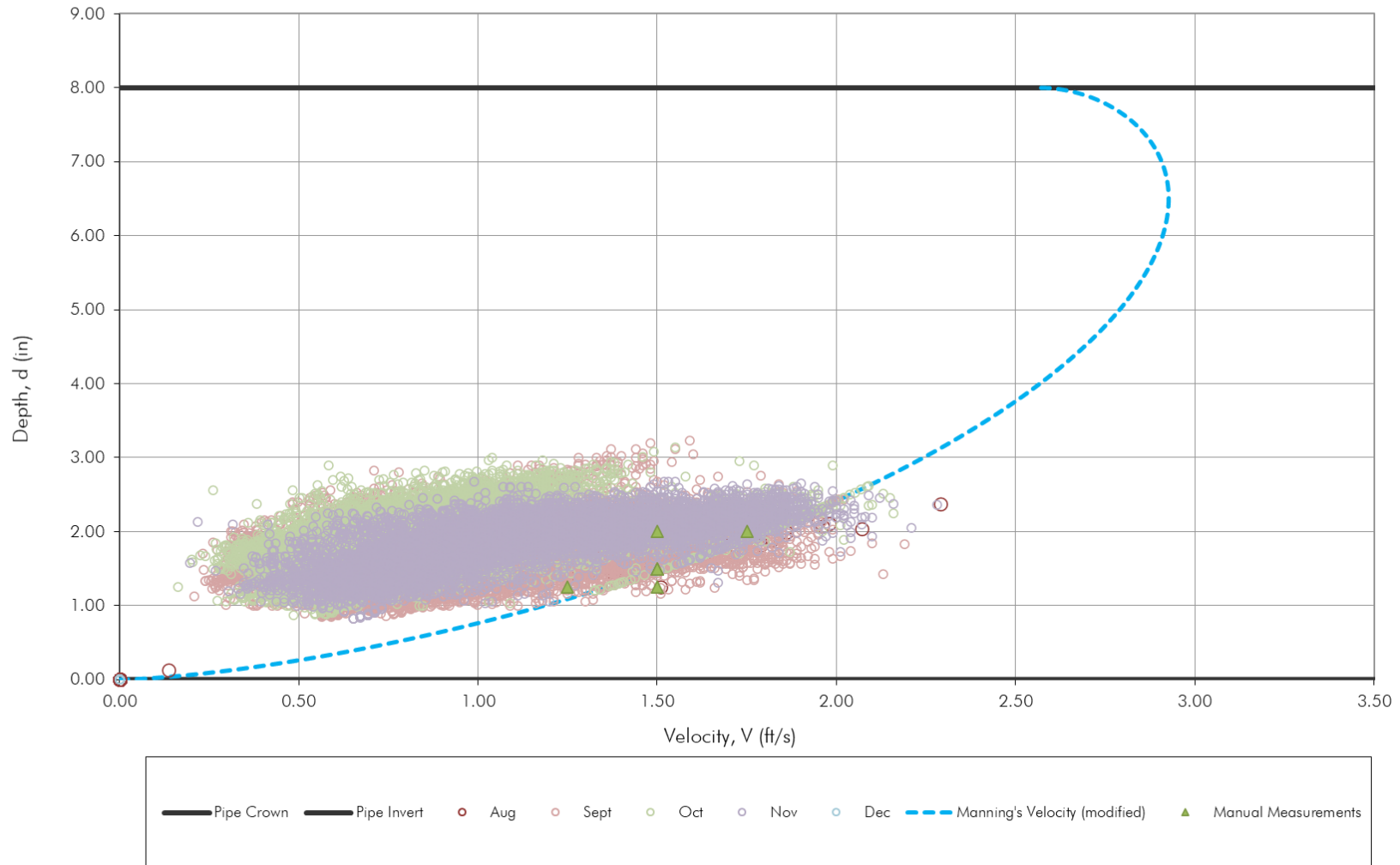
SITE 5 LEVEL & VELOCITY

(MH P09-002) 8"



Figure 74 – Standard Flow Scattergraph (Site 5)

**SITE 5 SCATTERGRAPH**  
**(MH P09-002) 8"**





**Table 21 – ADDF and Infiltration Summary (Site 5)**

AVERAGE DAILY DRY WEATHER FLOW, WASTEWATER PRODUCTION, AND INFILTRATION							
Project Name: <b>City of Manor Flow Monitoring Fall 2021</b>							
Project No: <b>14925</b>							
Subsystem: <b>5</b> Units of Flow: <b>MGD</b>							
Meter: <b>5</b>							
(1) DW/LG Date	(2) Day	(3) Avg. Dry Weather (ADDF) Flow	(4) Peak Hourly Dry Weather Flow	(5) Diurnal Peaking Factor	(6) DW/LG Lowest 3-Hour Flow	(7) DW/HG Date	(8) DW/HG Lowest 3-Hour Flow
12-Sep-21	Sun	0.043	0.087	2.034	0.012	28-Nov-21	0.016
13-Sep-21	Mon	0.035	0.057	1.625	0.012		
14-Sep-21	Tue	0.030	0.059	1.956	0.013		
15-Sep-21	Wed	0.031	0.067	2.149	0.011		
16-Sep-21	Thu	0.033	0.065	1.954	0.012	04-Nov-21	0.018
17-Sep-21	Fri	0.034	0.059	1.772	0.010	29-Oct-21	0.022
18-Sep-21	Sat	0.040	0.068	1.685	0.015	16-Oct-21	0.013
<b>7</b> Count		<b>0.035</b> Average	<b>0.066</b> Average	<b>1.882</b> Average	<b>0.012</b> Average	<b>4</b> Count	<b>0.018</b> Average

Notes:

DW/LG = Dry Weather/Low Groundwater

DW/HG = Dry Weather/High Groundwater

<b>Summary:</b>	Wastewater Production (WWP):	<b>0.035</b> (Assume = ADDF or enter value)
	Avg. Dry Weather Flow (ADDF):	<b>0.035</b>
	Diurnal Peaking Factor (DPF):	<b>1.882</b>
	Dry Weather Infiltration (DWI):	<b>0.000</b> (ADDF - WWP)
	Wet Weather Infiltration Increase (WWI):	<b>0.005</b> (DW/HG - DW/LG)
	Total Infiltration (TI):	<b>0.005</b> (WWI + DWI, DWI > 0)
	Large User Flow	<b>0.000</b>
	Distributed Flow (ADDF - Large User)	<b>0.035</b>

Figure 75 – Dry Weather Diurnal (Site 5)

DIURNAL CURVES  
Meter ID #:5

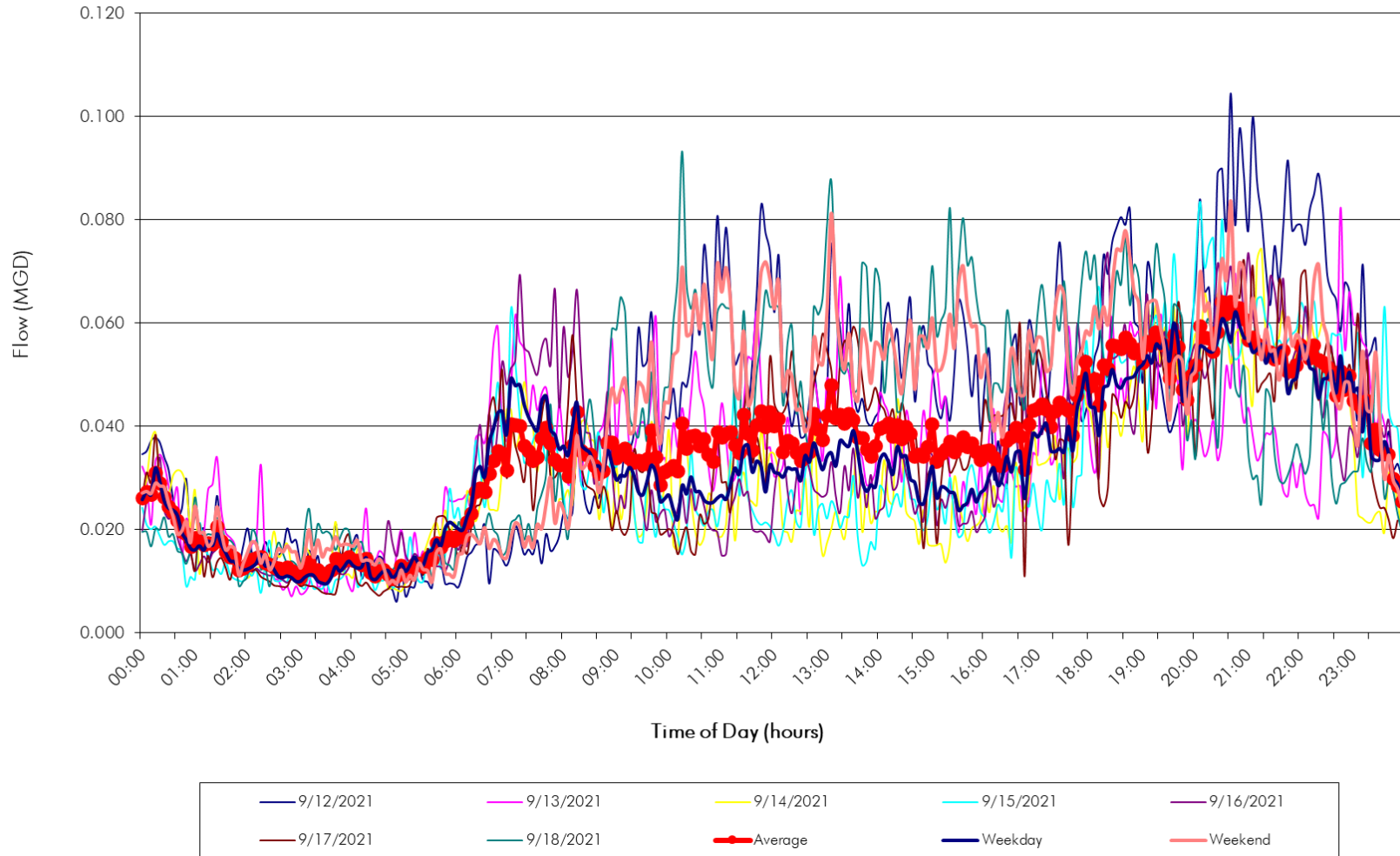


Figure 76 – High/Low Groundwater Diurnal (Site 5)

DRY WEATHER/HIGH GROUNDWATER VS.  
DRY WEATHER/LOW GROUNDWATER  
Meter ID #:5

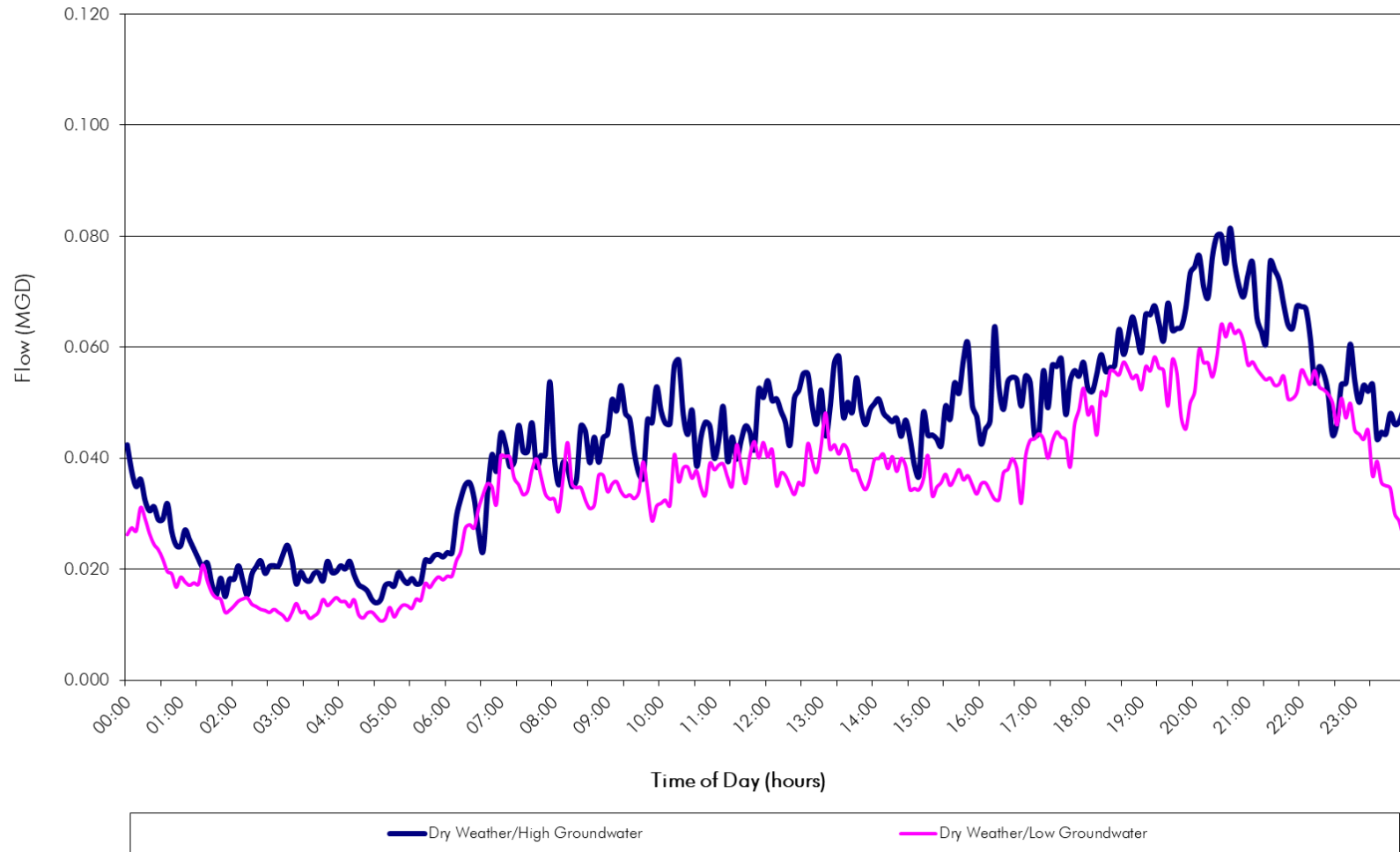


Table 22 – Inflow Calculations and Projections (Site 5)

INFLOW CALCULATIONS AND PROJECTIONS																																																															
Project Name: City of Manor Flow Monitoring Fall 2021																																																															
Project No.: 14925																																																															
Subsystem: 5																																																															
Meter: 5																																																															
Units of Flow: MGD																																																															
<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Storm Count: 7</td> <td style="width: 30%;">Cum. Trib. Area: 44 acres</td> <td style="width: 30%;">Pipe Shape: Circular</td> </tr> <tr> <td>Avg Delta Time: 76</td> <td>Cum. Time of Conc.: 60 minutes</td> <td>Pipe Diameter: 8 in</td> </tr> <tr> <td>Avg Kp: 0.00273</td> <td></td> <td>Pipe Slope: 0.006 ft/ft</td> </tr> <tr> <td>Avg Selected Kp: 0.00330</td> <td></td> <td>Pipe Capacity: 0.58 mgd</td> </tr> <tr> <td></td> <td></td> <td>ADDF Cum.: 0.035 mgd</td> </tr> <tr> <td></td> <td></td> <td>ADDF Peak Factor: 1.88</td> </tr> <tr> <td></td> <td></td> <td>Peak ADDF Flow: 0.066 mgd</td> </tr> <tr> <td></td> <td></td> <td>Infiltration: 0.005 mgd</td> </tr> <tr> <td></td> <td></td> <td>Cum. Peak Flow: 0.071 mgd</td> </tr> <tr> <td></td> <td></td> <td>Manning's Coefficient, n: 0.013</td> </tr> </table>																			Storm Count: 7	Cum. Trib. Area: 44 acres	Pipe Shape: Circular	Avg Delta Time: 76	Cum. Time of Conc.: 60 minutes	Pipe Diameter: 8 in	Avg Kp: 0.00273		Pipe Slope: 0.006 ft/ft	Avg Selected Kp: 0.00330		Pipe Capacity: 0.58 mgd			ADDF Cum.: 0.035 mgd			ADDF Peak Factor: 1.88			Peak ADDF Flow: 0.066 mgd			Infiltration: 0.005 mgd			Cum. Peak Flow: 0.071 mgd			Manning's Coefficient, n: 0.013															
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<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>YEAR STORM (R)</th> <th>Peak Rainfall Rate (in/hr)</th> <th>Peak Inflow Rate (mgd)</th> <th>Peak Inflow Rate (cfs)</th> <th>Peak Flow (mgd)</th> </tr> </thead> <tbody> <tr><td>0</td><td>0</td><td>0</td><td>0</td><td>0.071</td></tr> <tr><td>1</td><td>1.320</td><td>0.124</td><td>0.192</td><td>0.195</td></tr> <tr><td>2</td><td>1.630</td><td>0.153</td><td>0.237</td><td>0.224</td></tr> <tr><td>5</td><td>2.070</td><td>0.194</td><td>0.301</td><td>0.266</td></tr> <tr><td>10</td><td>2.420</td><td>0.227</td><td>0.351</td><td>0.299</td></tr> <tr><td>25</td><td>2.890</td><td>0.271</td><td>0.420</td><td>0.343</td></tr> <tr><td>50</td><td>3.270</td><td>0.307</td><td>0.475</td><td>0.378</td></tr> <tr><td>100</td><td>3.660</td><td>0.344</td><td>0.532</td><td>0.415</td></tr> </tbody> </table>																			YEAR STORM (R)	Peak Rainfall Rate (in/hr)	Peak Inflow Rate (mgd)	Peak Inflow Rate (cfs)	Peak Flow (mgd)	0	0	0	0	0.071	1	1.320	0.124	0.192	0.195	2	1.630	0.153	0.237	0.224	5	2.070	0.194	0.301	0.266	10	2.420	0.227	0.351	0.299	25	2.890	0.271	0.420	0.343	50	3.270	0.307	0.475	0.378	100	3.660	0.344	0.532	0.415
YEAR STORM (R)	Peak Rainfall Rate (in/hr)	Peak Inflow Rate (mgd)	Peak Inflow Rate (cfs)	Peak Flow (mgd)																																																											
0	0	0	0	0.071																																																											
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9/28/21 21:00	1.65	7.92	9/28/21 21:45	9/28/21 21:20	25	0.072	09/27/21	0.045	0.027	0.710	0.00135	y	0.00135																																																		
10/1/21 4:55	0.73	3.67	10/1/21 8:20	10/1/21 5:05	195	0.065	09/30/21	0.033	0.032	0.700	0.00163	y	0.00163																																																		
10/11/21 0:05	0.49	1.25	10/11/21 0:05	10/11/21 0:05	0	0.034	10/10/21	0.043	-0.009	0.470	-0.00066	n						No reaction																																													
10/13/21 21:55	3.15	6.00	10/13/21 23:15	10/13/21 23:10	5	0.127	10/12/21	0.030	0.097	1.760	0.00194	y	0.00194																																																		
10/27/21 5:15	0.89	2.42	10/27/21 7:20	10/27/21 5:25	115	0.093	10/20/21	0.040	0.053	0.750	0.00247	y	0.00247																																																		
11/3/21 2:10	1.89	16.83	11/3/21 13:00	11/3/21 10:35	145	0.123	10/27/21	0.056	0.067	0.480	0.00492	y	0.00492																																																		
11/27/21 7:45	0.70	13.92	11/27/21 15:10	11/27/21 14:25	45	0.071	11/26/21	0.033	0.038	0.180	0.00750	y	0.00750																																																		

Figure 77 – Inflow Projections (Site 5)

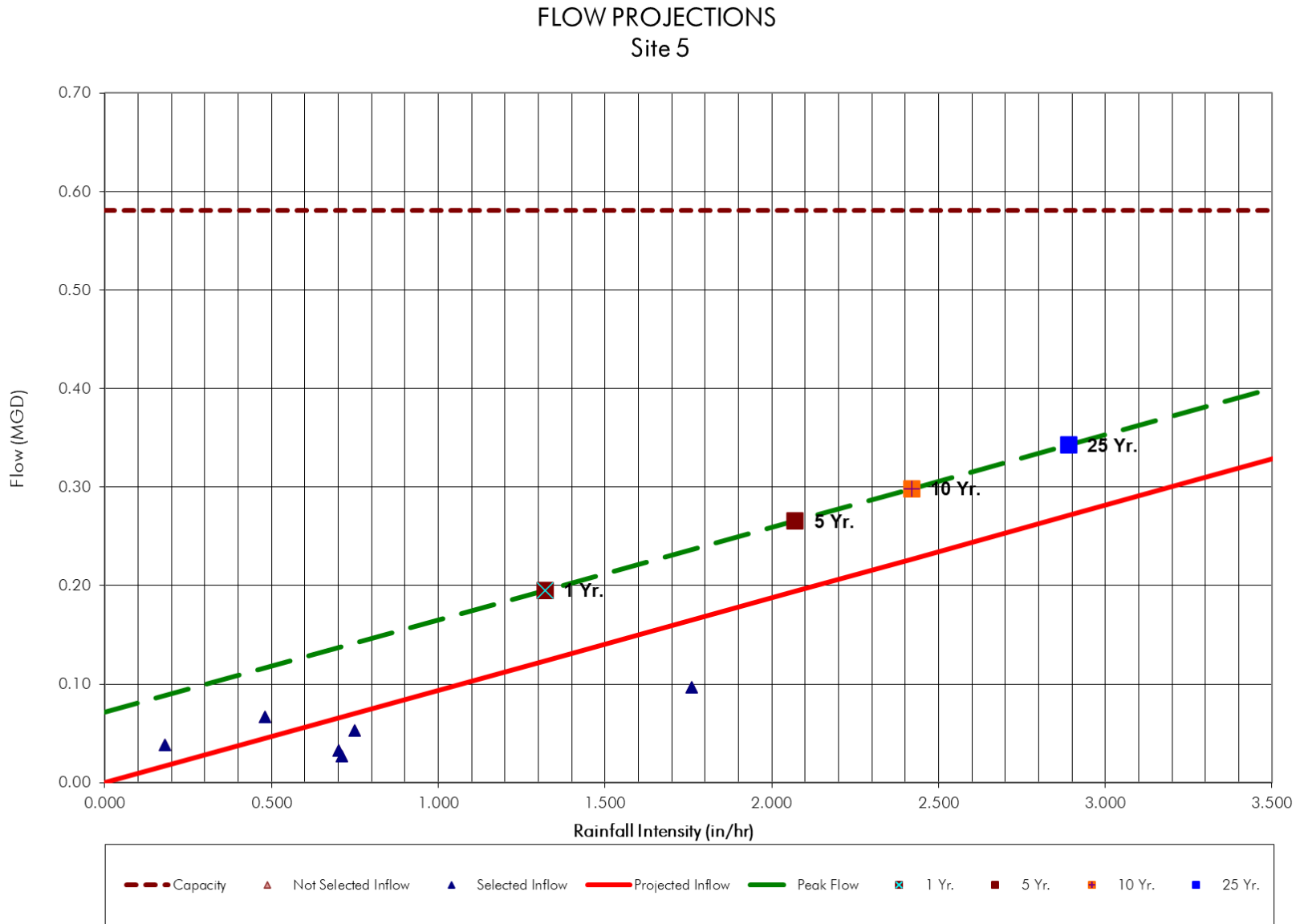
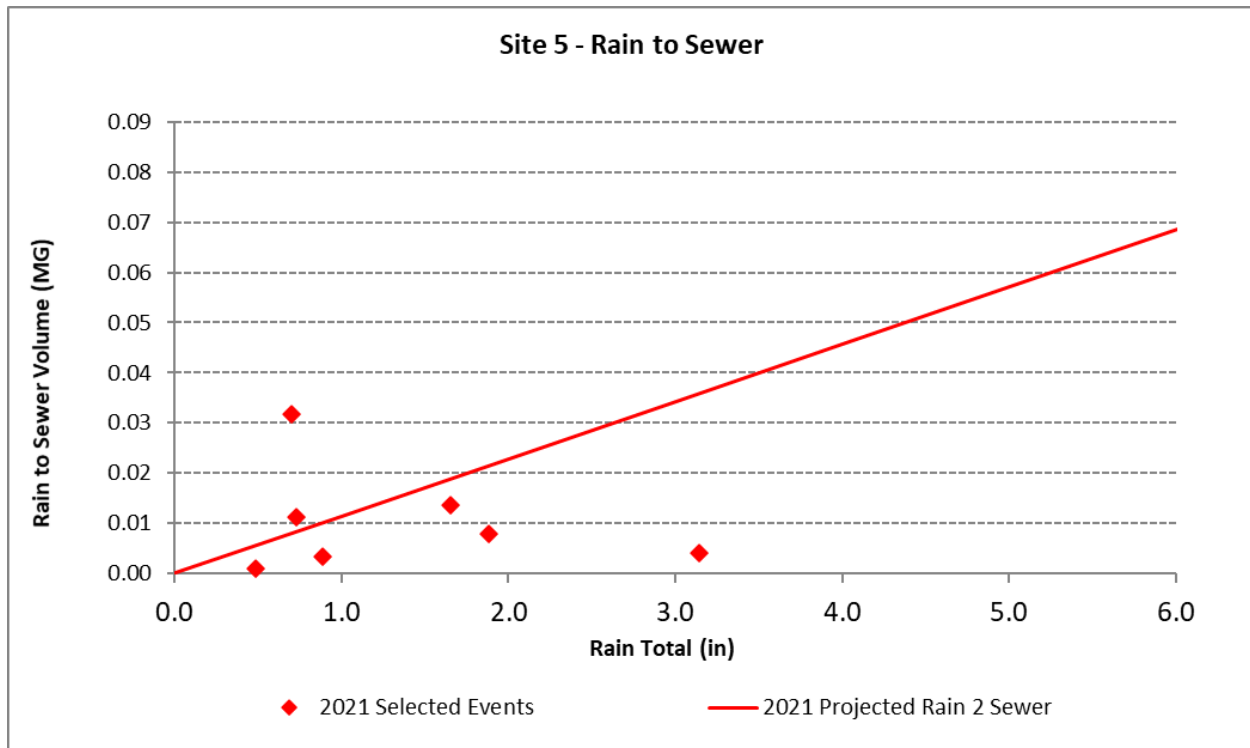


Table 23 – Rain to Sewer Summary (Site 5)

Meter Site	Storm Date	Storm Rain Depth (in)	Rain Volume (MG)	Storm I&I Volume (MG)	Rain to Sewer (%)
Site 5 (8")	9/28/2021	1.65	1.971	0.013	0.68%
	10/1/2021	0.73	0.872	0.011	1.29%
	10/11/2021	0.49	0.579	0.001	0.14%
	10/13/2021	3.15	3.757	0.004	0.11%
	10/27/2021	0.89	1.057	0.003	0.31%
	11/3/2021	1.89	2.252	0.008	0.34%
	11/27/2021	0.70	0.836	0.032	3.80%
	<b>Average</b>				

Figure 78 – Rain to Sewer Volumetric Analysis (Site 5)



## A.6 Site 6

### Description

Site 6 was located in manhole O13-007 at intersection of Carriage Hills Drive and Prairie Sage Cove. This meter was installed in the 8" diameter PVC out flow pipe and measures flow contributing to the Wilbarger Wastewater Treatment Plant. The flow collects at the Carriage Hills Lift Station and pumped into Basin 7.

### Observations

The flow observed at this site had an average depth of 1.37 inches of flow moving at 2.66 feet per second for the 2021 flow monitoring period. The site had some light grease on probe at site visits. The level and velocity readings were consistent with manuals taken at site visits. The site does have consistent low level velocity dropouts these were easily autocorrected using valid readings. The site is considered a good quality dry and wet weather monitoring site.

This site did not experience any surcharging during the 2021 flow monitoring period.

**Table 24 –Service Interrogations Summary (Site 6)**

Site ID	Date	Time	Size	Level (in)			Level (in) After Cleaning			Velocity (fps)			Velocity After Cleaning (fps)				
Number	Install / Download		(in)	Manual	Meter	Diff.	Manual	Meter	Diff.	Manual	Meter	Diff.	Manual	Meter	Diff.	Purpose:	Comment:
Site 6	8/31/2021	14:22	8	1.25	1.30	0.05	1.25	1.05	-0.20	2.75	2.75	0.00	2.75	2.79	0.04	Install	Meter installed at out pipe
	9/13/2021	13:38		1.00	0.90	-0.10	1.00	1.00	0.00	2.50	2.60	0.10	3.00	3.20	0.20	Service/Upload	
	9/27/2021	13:07		1.25	1.20	-0.05	1.00	1.00	0.00	3.00	3.00	0.00	3.00	2.80	-0.20	Service/Upload	
	10/12/2021	13:50		1.25	1.15	-0.10	1.50	1.30	-0.20	3.00	3.10	0.10	3.00	2.87	-0.13	Service/Upload	
	10/26/2021	10:25		2.00	1.12	-0.88	1.00	1.12	0.12	1.00	0.96	-0.04	1.00	0.96	-0.04	Service/Upload	
	11/8/2021	9:58		1.25	1.31	0.06	1.50	1.46	-0.04	3.25	3.31	0.06	3.25	3.16	-0.09	Service/Upload	Light grease.
	11/30/2021	13:20		1.25	1.35	0.10	1.25	1.38	0.13	3.00	2.90	-0.10	3.00	3.06	0.06	Removal	Light grease.

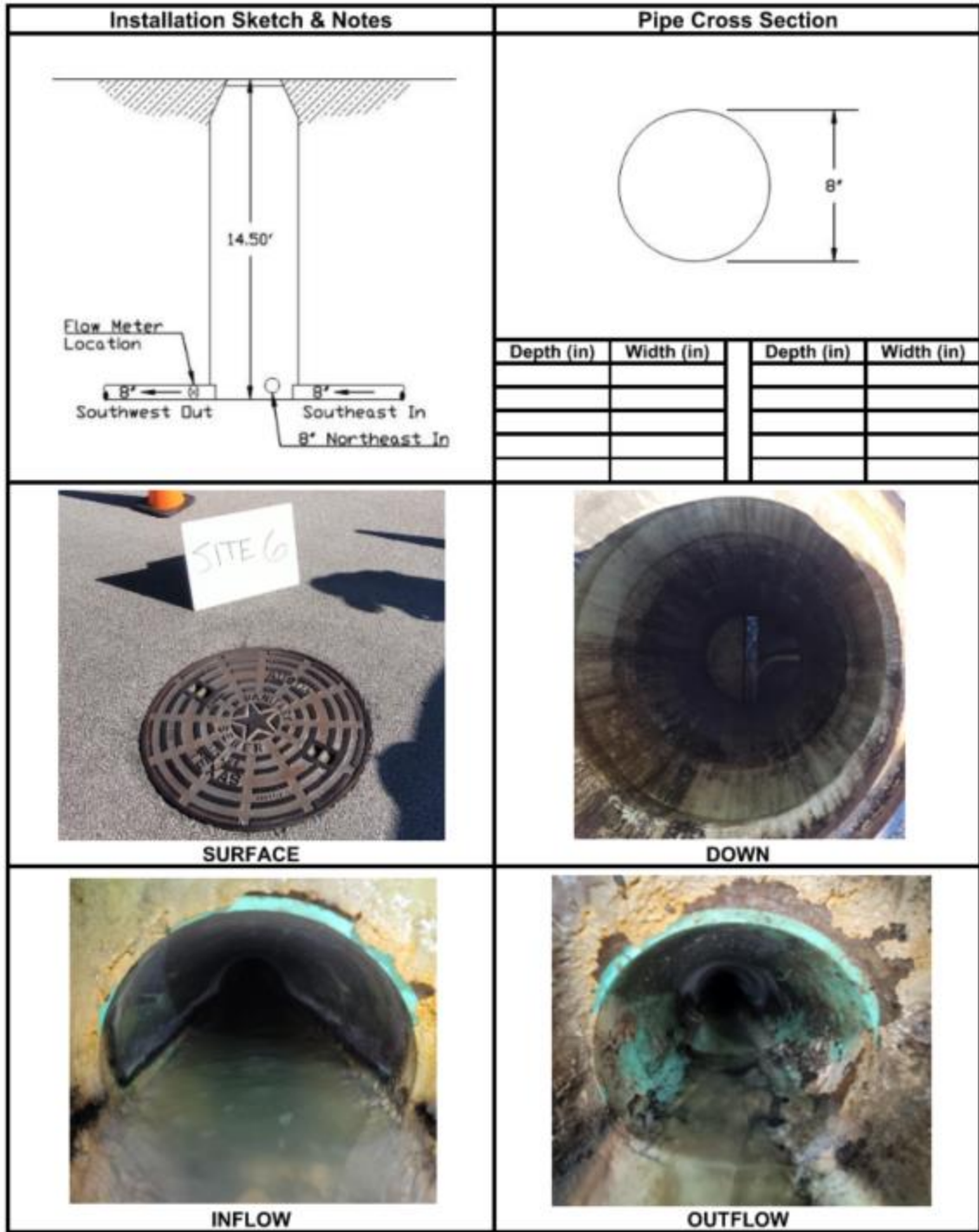


Figure 79 – Flow Meter Site Investigation (Site 6)

**Flow Meter Site Investigation**

<b>Project:</b> Manor I&I Program		<b>Location:</b> City of Manor, TX		<b>Date/Time:</b> 11-30-2021 / 13:20		<b>Crew:</b> JA-VI	
<b>MH#:</b> O13-007		<b>Pipe Shape:</b> Circular		<b>Pipe Material:</b> PVC		<b>Pipe Size (in):</b> 8	
<b>Site ID:</b> 6	<b>Address:</b> 13300 Prairie Sage Cv.		<b>Site Quality:</b> Fair		<b>Monitoring Purpose:</b> Short-term FM		
<b>Location Map</b>				<b>Planar Description</b>			
<b>Summary Description:</b>							
<p>Located at intersection of Carriage Hills Drive and Prairie Sage Cove. Original flow meter was to be installed at the 1<sup>st</sup> manhole upstream of the Carriage Hills Lift Station but was unable to install a meter in it due to manhole constantly surcharging and heave grease build up. Surge and grease build up continued all the way to the next manhole upstream.</p>							
<b>Site Hazards</b>		<b>Measurements</b>			<b>Site Conditions</b>		
<b>Heavy Traffic?</b> Medium		<b>Manhole Depth (ft):</b> 8.39			<b>Surcharge Evidence?</b> No		
<b>Needed Traffic Attendants:</b> 0		<b>Manhole Dia. (in):</b> 48.00			<b>Depth of Surcharge (ft):</b> 0.00		
<b>H<sub>2</sub>S:</b> 0	<b>O<sub>2</sub>:</b> 20.8	<b>MH Cover Size (in):</b> 24.00			<b>Depth of Debris (in):</b> 0.00		
<b>LEL:</b> 0	<b>CO:</b> 0	<b>MH Cover Type:</b> Standard			<b>Usable MH Steps?</b> No		
<b>Describe potential hazards:</b> Street is a collector which requires cones to be installed throughout the whole service as well as the service truck lights to be on. Top man is to be aware of incoming traffic.		<b>Measured Flow Depth (in):</b> 1.25			<b>Meter:</b> ISCO 2150		
		<b>Velocity (fps):</b> 3.00			<b>Cellular Signal Strength:</b> N/A		
		<b>Mounting Band Description:</b> Spring Band			<b>Antennae Install Considerations:</b> N/A		
		<b>Other Comments:</b>			<b>Permanent Power Available?</b> No		





**Figure 80 – Site Information (Site 6)**

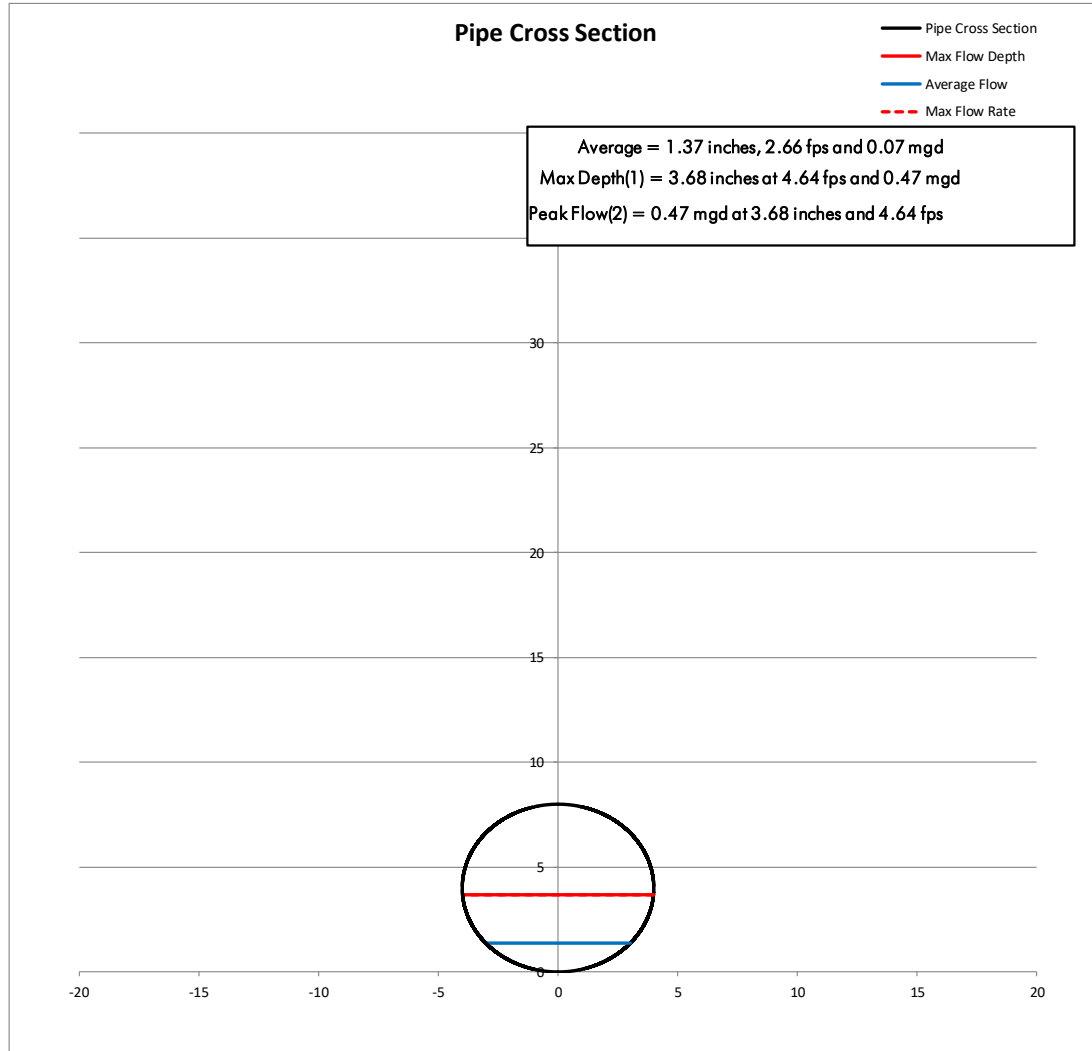
**SITE INFORMATION RECORD**

**Site Information**

Meter ID #:	6
Monitoring Program:	Short-Term FM
Manhole #:	○13-007

**Sewer Information**

Pipe Shape	Circle
Pipe Height, H (in):	8
Pipe Width, W (in):	8
Manning Roughness Coefficient, n:	0.013
As-Built Pipe Slope, S (ft/ft):	0.0200 ASSUMEDI



Site ID Number	Date	Diameter (in.)	Time	Level (in.) After Cleaning			Velocity (fps) After Cleaning			
				Manual	Meter	Diff	Manual	Meter	Diff.	
Site 6	8/31/2021	8	14:22	1.25	1.05	-0.20	2.75	2.79	0.04	
	9/13/2021		13:38	1.00	1.00	0.00	3.00	3.20	0.20	
	9/27/2021		13:07	1.00	1.00	0.00	3.00	2.80	-0.20	
	10/12/2021		13:50	1.50	1.30	-0.20	3.00	2.87	-0.13	
	10/26/2021		10:25	1.00	1.12	0.12	1.00	0.96	-0.04	
	11/8/2021		9:58	1.50	1.46	-0.04	3.25	3.16	-0.09	
	11/30/2021		13:20	1.25	1.38	0.13	3.00	3.06	0.06	

Figure 81 – August-September Monthly Flow Hydrograph (Site 6)

### SITE 6 HYDROGRAPH (MH O13-007) 8"

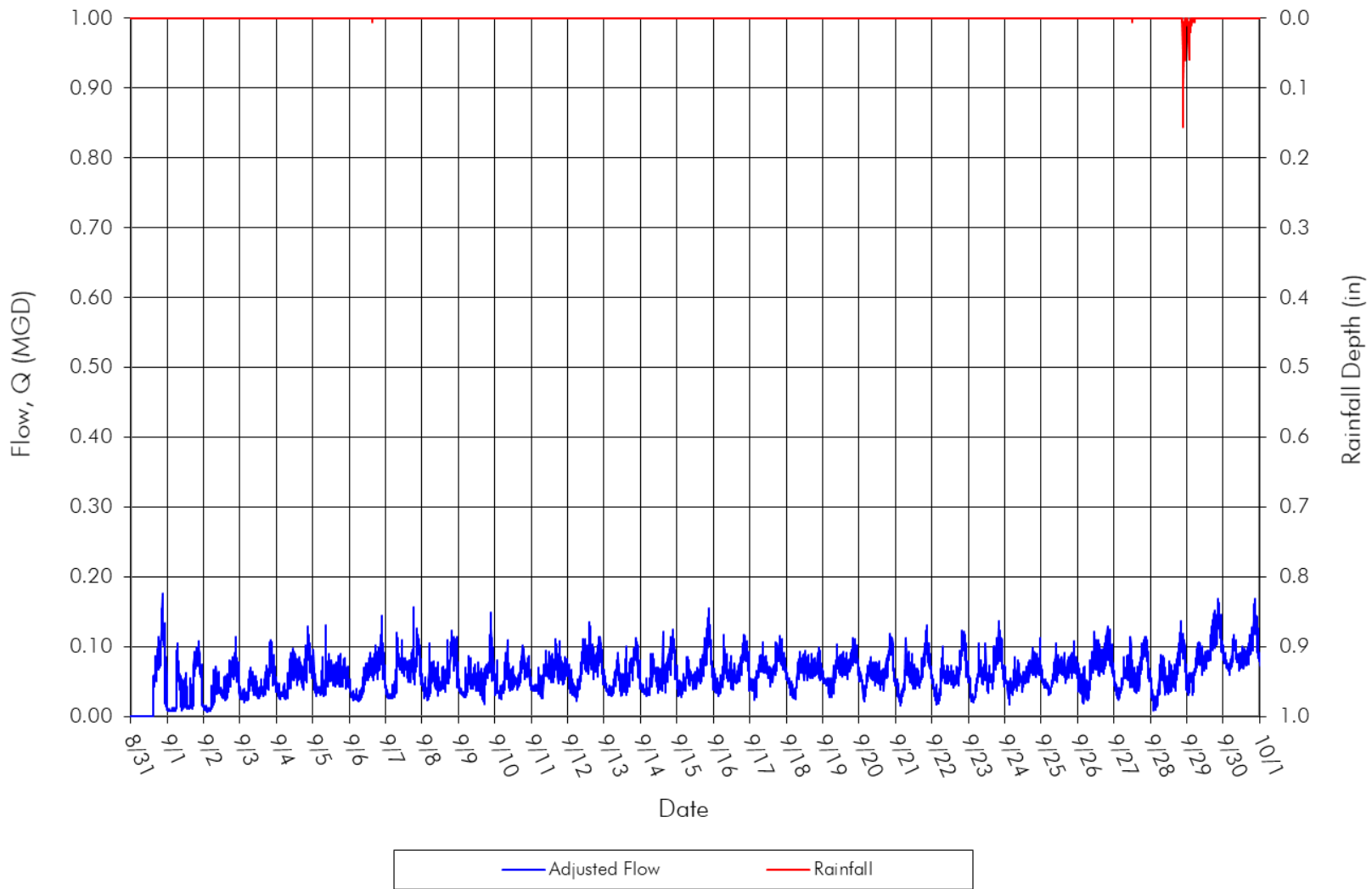


Figure 82 – August-September Monthly Level and Velocity Hydrograph (Site 6)

SITE 6 LEVEL & VELOCITY

(MH O13-007) 8"

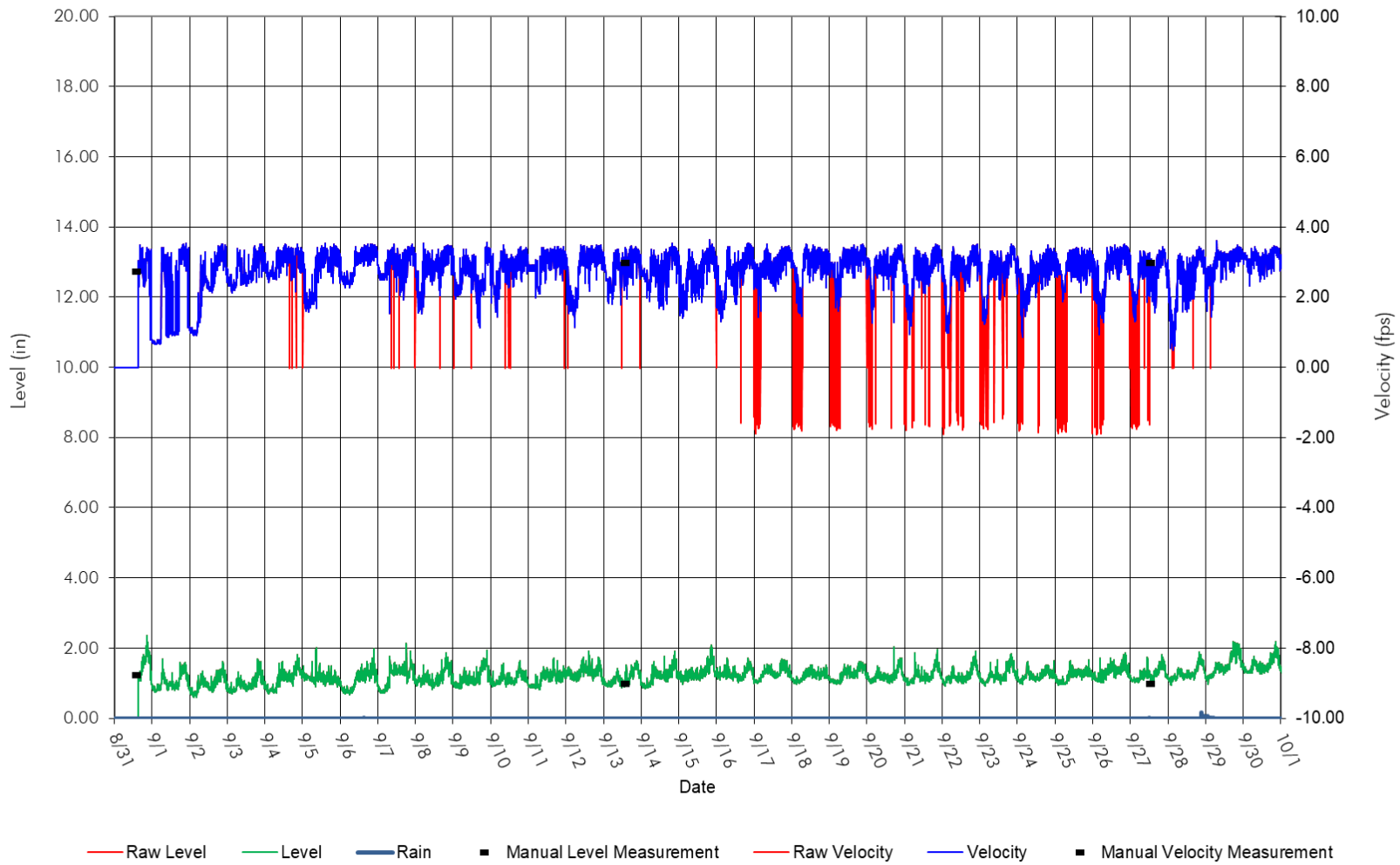


Figure 83 – October Flow Hydrograph (Site 6)

**SITE 6 HYDROGRAPH**  
**(MH O13-007) 8"**

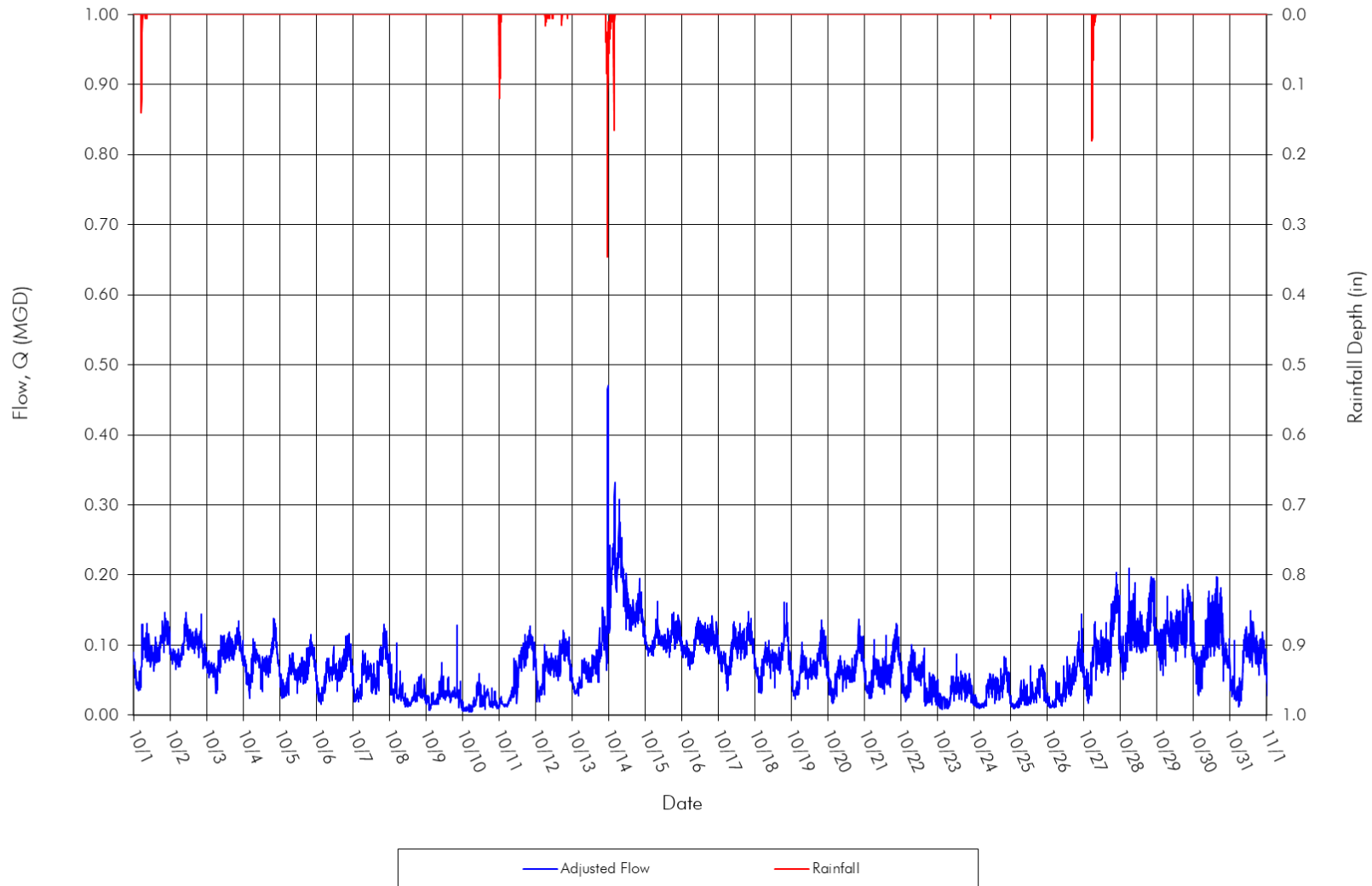


Figure 84 – October Monthly Level and Velocity Hydrograph (Site 6)

**SITE 6 LEVEL & VELOCITY**  
**(MH O13-007) 8"**

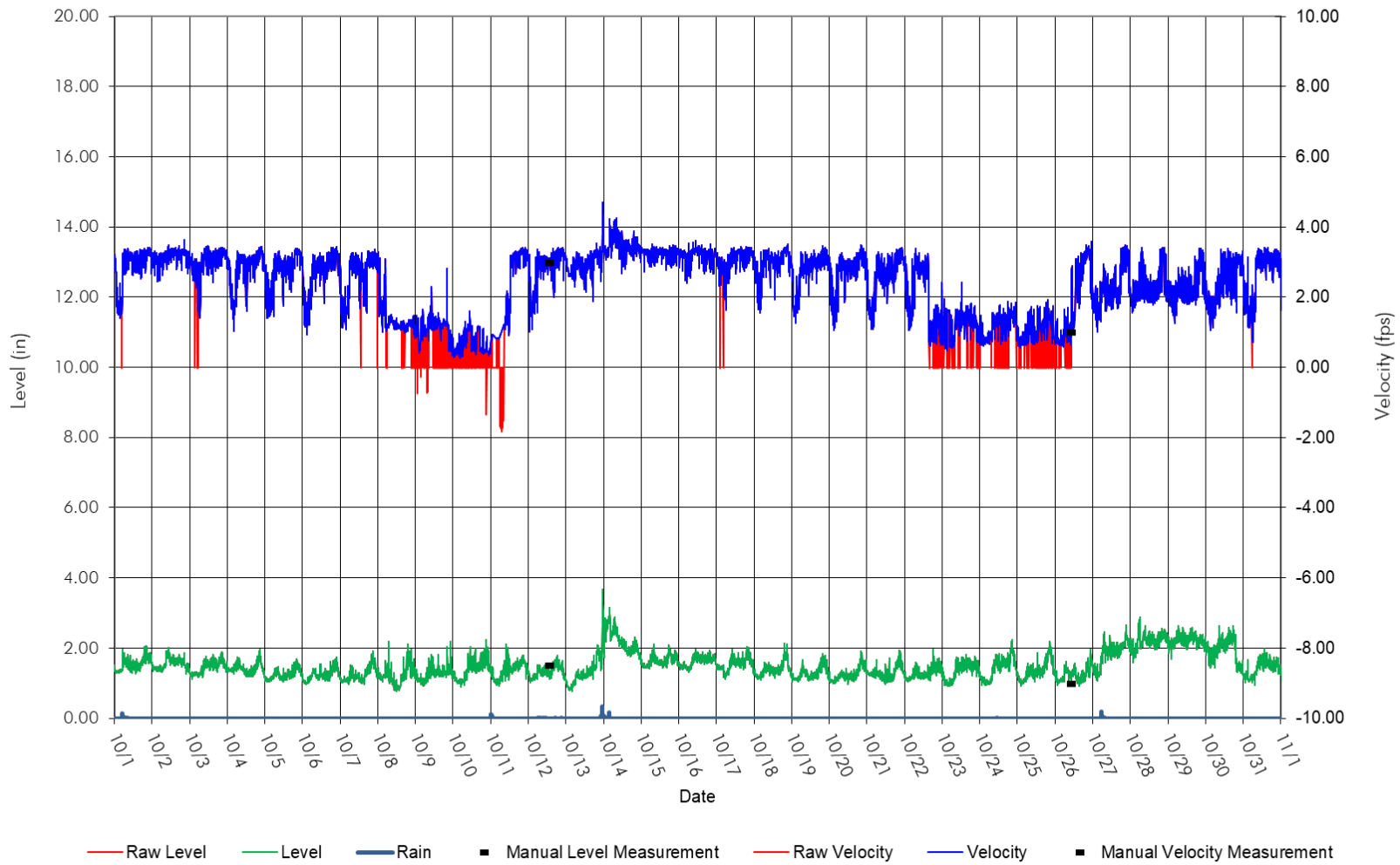


Figure 85 – November Monthly Flow Hydrograph (Site 6)

**SITE 6 HYDROGRAPH**  
**(MH O13-007) 8"**

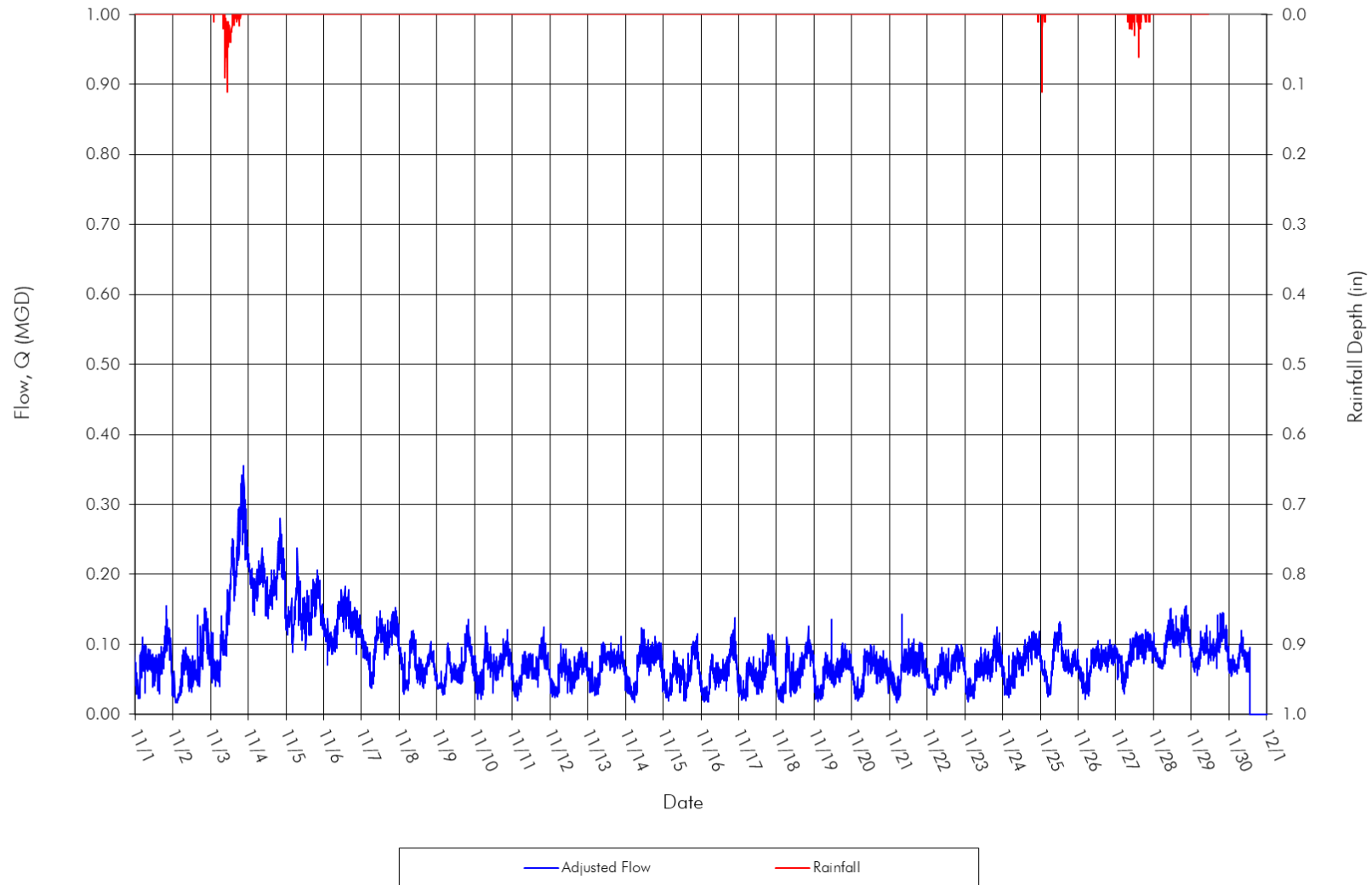




Figure 86 – November Level and Velocity Hydrograph (Site 6)

SITE 6 LEVEL & VELOCITY

(MH O13-007) 8"

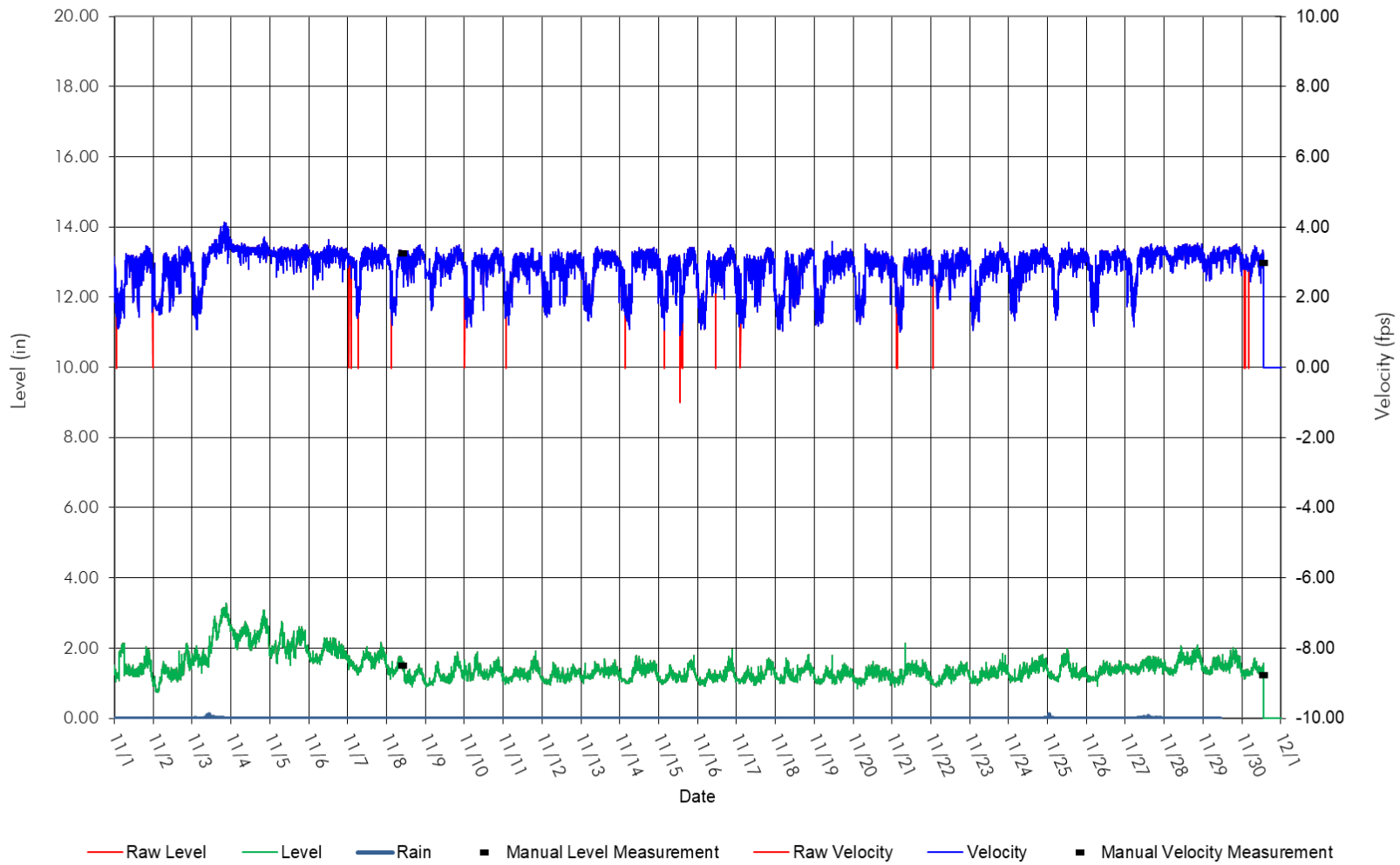


Figure 87 – Overall Flow Hydrograph (Site 6)

**SITE 6 HYDROGRAPH  
(MH O13-007) 8"**

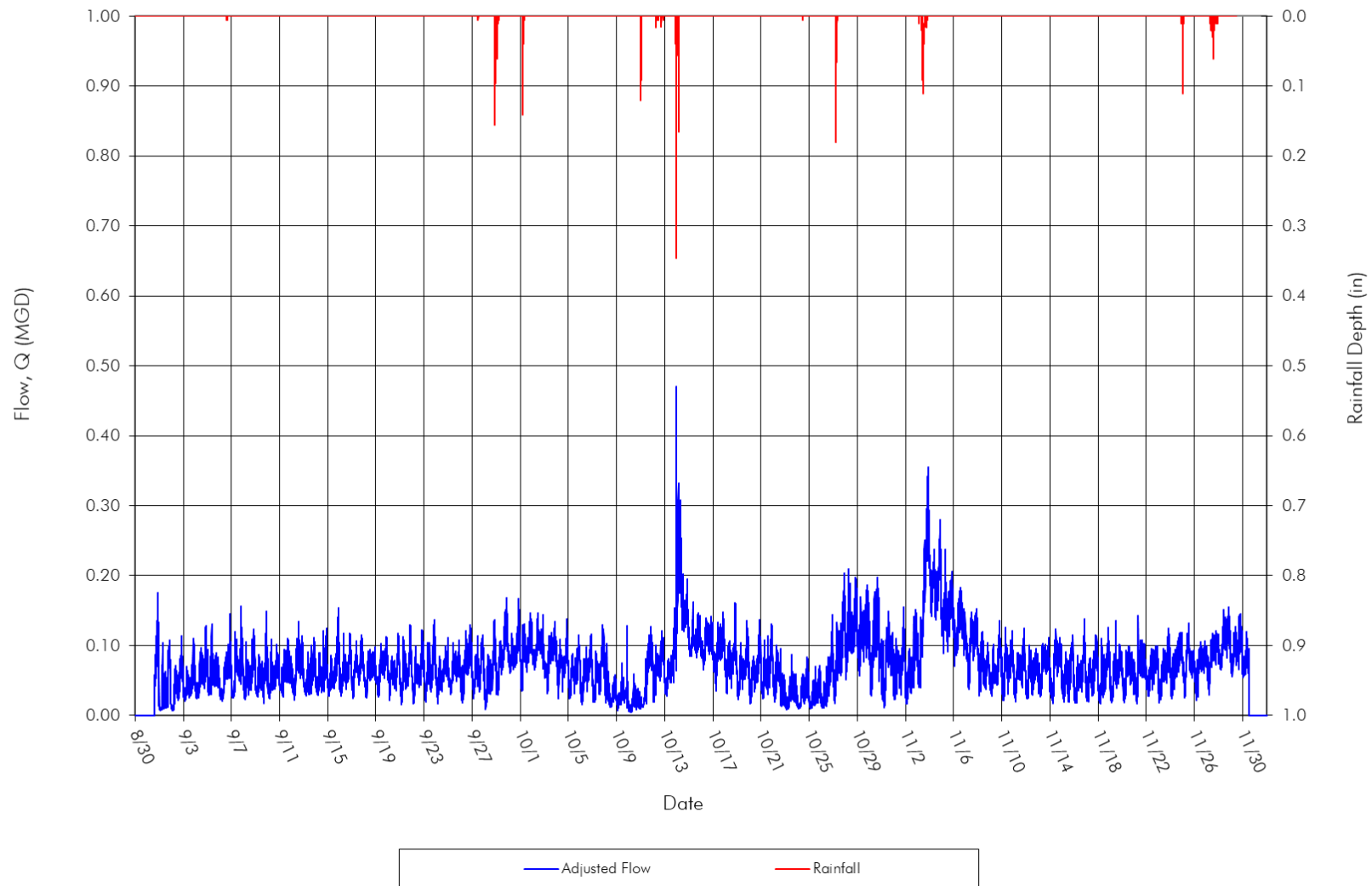


Figure 88 – Overall Level and Velocity Hydrograph (Site 6)

**SITE 6 LEVEL & VELOCITY**  
**(MH O13-007) 8"**

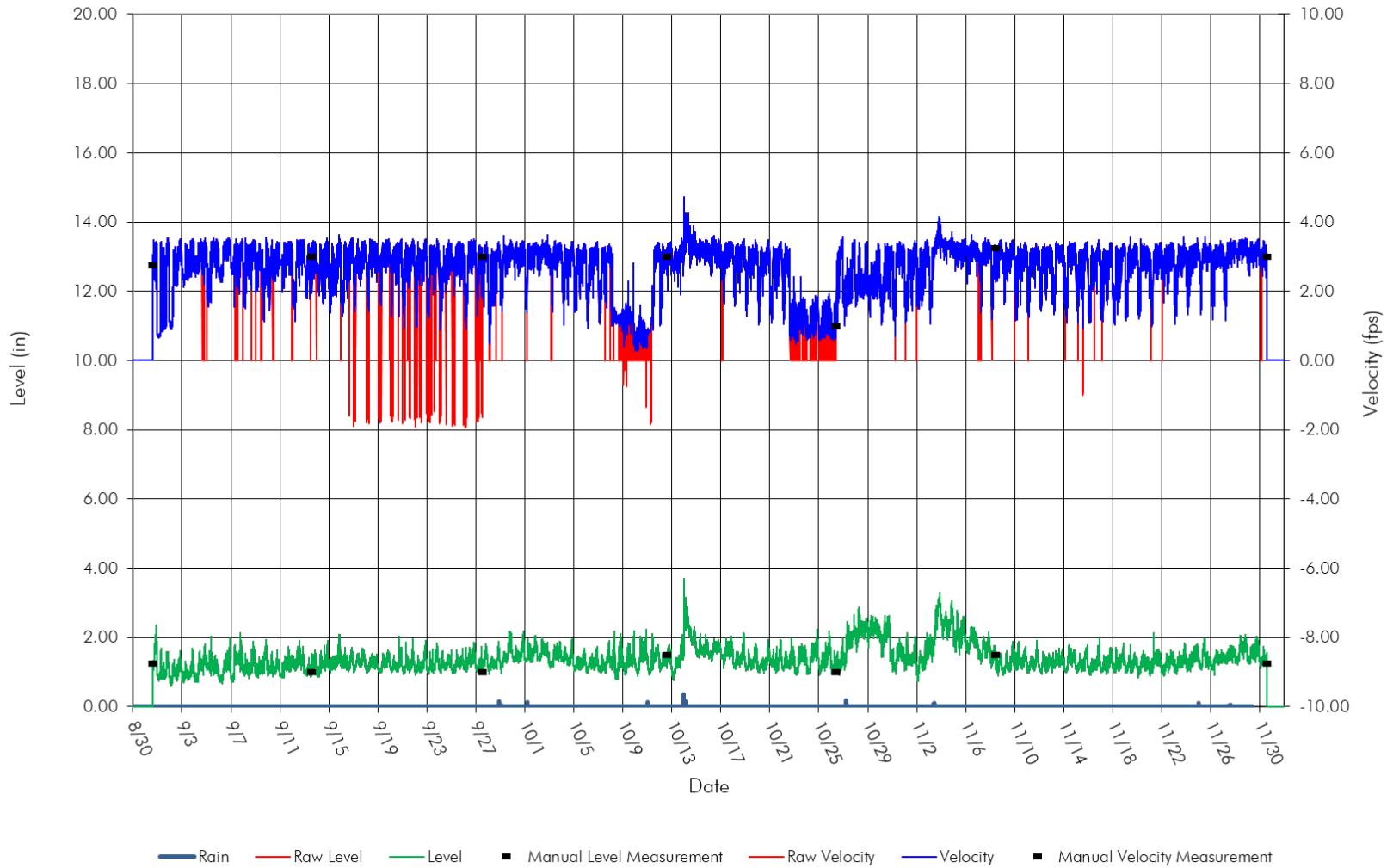
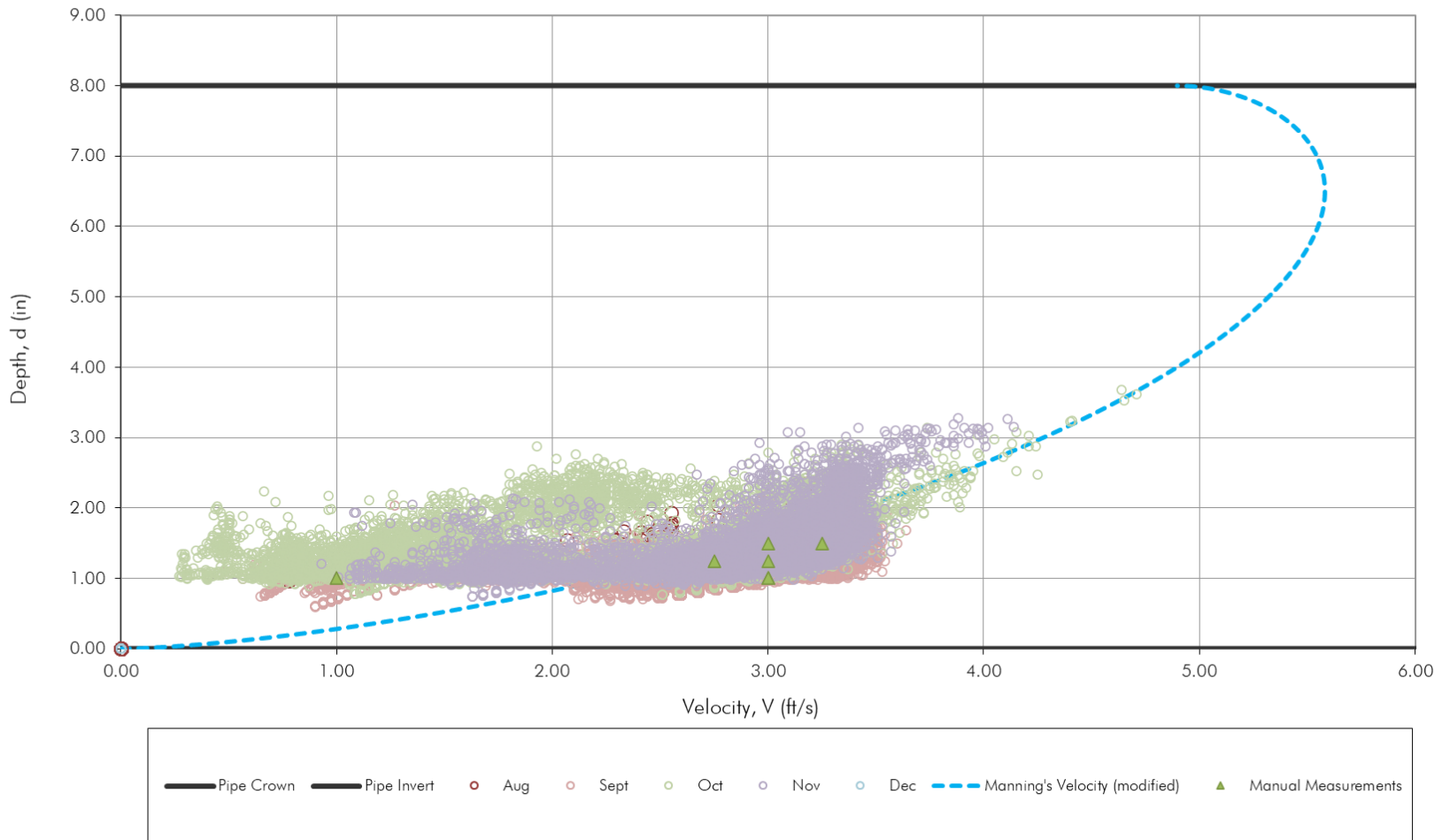


Figure 89 – Standard Flow Scattergraph (Site 6)

**SITE 6 SCATTERGRAPH**  
**(MH O13-007) 8"**



**Table 25 – ADDF and Infiltration Summary (Site 6)**

AVERAGE DAILY DRY WEATHER FLOW, WASTEWATER PRODUCTION, AND INFILTRATION							
Project Name		City of Manor Flow Monitoring Fall 2021					
Project No:		14925		Units of Flow: MGD			
Subsystem:		6					
Meter:		6					
(1) DW/LG Date	(2) Day	(3) Avg. Dry Weather (ADDF) Flow	(4) Peak Hourly Dry Weather Flow	(5) Diurnal Peaking Factor	(6) DW/LG Lowest 3-Hour Flow	(7) DW/HG Date	(8) DW/HG Lowest 3-Hour Flow
12-Sep-21	Sun	0.070	0.106	1.526	0.038	28-Nov-21	0.073
13-Sep-21	Mon	0.056	0.096	1.712	0.034	29-Nov-21	0.071
14-Sep-21	Tue	0.060	0.108	1.797	0.035		
15-Sep-21	Wed	0.065	0.127	1.954	0.039		
16-Sep-21	Thu	0.063	0.101	1.617	0.039	04-Nov-21	0.157
17-Sep-21	Fri	0.068	0.099	1.447	0.042	05-Nov-21	0.131
18-Sep-21	Sat	0.062	0.081	1.312	0.035	06-Nov-21	0.131
<b>7 Count</b>		<b>0.063 Average</b>	<b>0.103 Average</b>	<b>1.624 Average</b>	<b>0.037 Average</b>	<b>5 Count</b>	<b>0.112 Average</b>

Notes:

DW/LG = Dry Weather/Low Groundwater

DW/HG = Dry Weather/High Groundwater

<b>Summary:</b>	Wastewater Production (WWP):	<b>0.063</b>	(Assume = ADDF or enter value)
	Avg. Dry Weather Flow (ADDF):	<b>0.063</b>	
	Diurnal Peaking Factor (DPF):	<b>1.624</b>	
	Dry Weather Infiltration (DWI):	<b>0.000</b>	(ADDF - WWP)
	Wet Weather Infiltration Increase (WWI):	<b>0.075</b>	(DW/HG - DW/LG)
	Total Infiltration (TI):	<b>0.075</b>	(WWI + DWI, DWI > 0)
	Large User Flow	<b>0.000</b>	
	Distributed Flow (ADDF - Large User)	<b>0.063</b>	

Figure 90 – Dry Weather Diurnal (Site 6)

DIURNAL CURVES  
Meter ID #:6

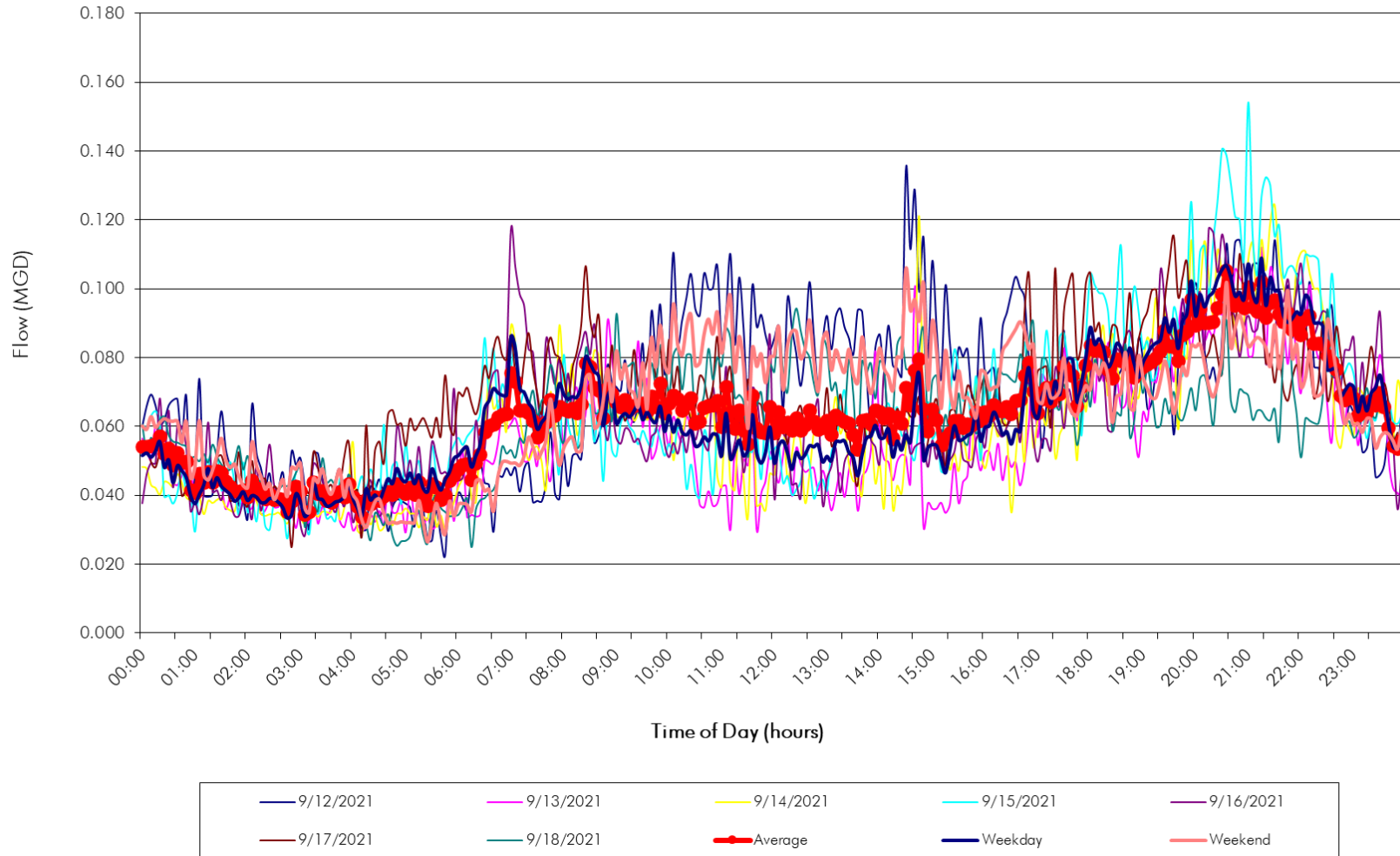


Figure 91 - High/Low Groundwater Diurnal (Site 6)

DRY WEATHER/HIGH GROUNDWATER VS.  
DRY WEATHER/LOW GROUNDWATER  
Meter ID #:6

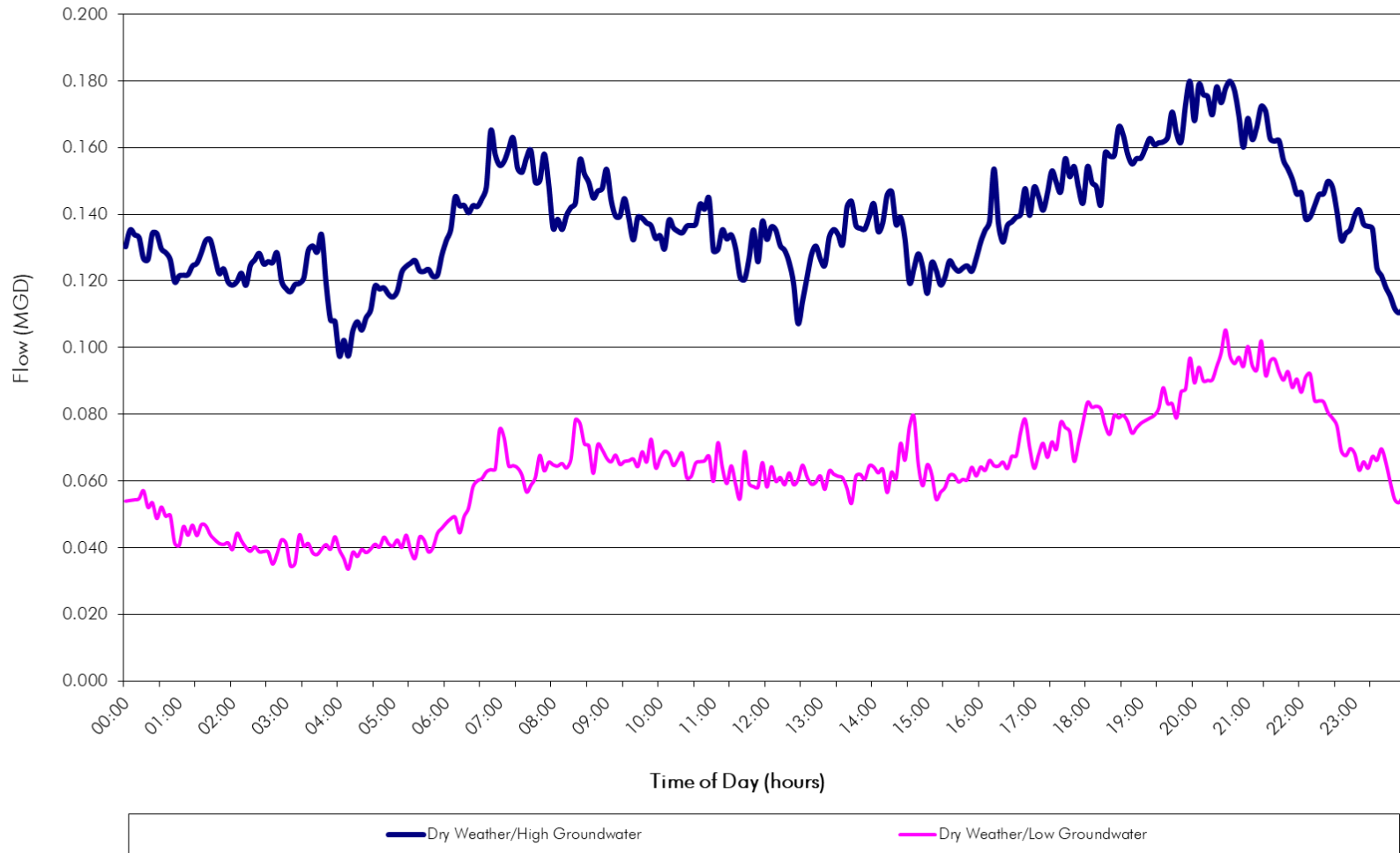


Table 26 – Inflow Calculations and Projections (Site 6)

INFLOW CALCULATIONS AND PROJECTIONS																																																															
Project Name: City of Manor Flow Monitoring Fall 2021																																																															
Project No.: 14925																																																															
Subsystem: 6																																																															
Meter: 6																																																															
Units of Flow: MGD																																																															
<p>Storm Count: 7                      Avg Delta Time: 84                      Avg Kp: 0.00648                      Avg Selected Kp: 0.00734</p> <p>Cum. Trib. Area: 49 acres                      Cum. Time of Conc.: 75 minutes</p> <p>Pipe Shape: Circular                      Pipe Diameter: 8 in                      Pipe Slope: 0.020 ft/ft                      Pipe Capacity: 1.11 mgd                      ADDF Cum.: 0.063 mgd                      ADDF Peak Factor: 1.62                      Peak ADDF Flow: 0.103 mgd                      Infiltration: 0.075 mgd                      Cum. Peak Flow: 0.178 mgd                      Manning's Coefficient, n: 0.013</p>																																																															
<table border="1"> <caption>Projected Inflow</caption> <thead> <tr> <th>YEAR STORM (R)</th> <th>Peak Rainfall Rate (in/hr)</th> <th>Peak Inflow Rate (mgd)</th> <th>Peak Inflow Rate (cfs)</th> <th>Peak Flow (mgd)</th> </tr> </thead> <tbody> <tr><td>0</td><td>0</td><td>0</td><td>0</td><td>0.178</td></tr> <tr><td>1</td><td>1.130</td><td>0.263</td><td>0.406</td><td>0.440</td></tr> <tr><td>2</td><td>1.400</td><td>0.325</td><td>0.503</td><td>0.503</td></tr> <tr><td>5</td><td>1.780</td><td>0.414</td><td>0.640</td><td>0.591</td></tr> <tr><td>10</td><td>2.080</td><td>0.483</td><td>0.748</td><td>0.661</td></tr> <tr><td>25</td><td>2.490</td><td>0.578</td><td>0.895</td><td>0.756</td></tr> <tr><td>50</td><td>2.810</td><td>0.653</td><td>1.010</td><td>0.831</td></tr> <tr><td>100</td><td>3.140</td><td>0.729</td><td>1.129</td><td>0.907</td></tr> </tbody> </table>																			YEAR STORM (R)	Peak Rainfall Rate (in/hr)	Peak Inflow Rate (mgd)	Peak Inflow Rate (cfs)	Peak Flow (mgd)	0	0	0	0	0.178	1	1.130	0.263	0.406	0.440	2	1.400	0.325	0.503	0.503	5	1.780	0.414	0.640	0.591	10	2.080	0.483	0.748	0.661	25	2.490	0.578	0.895	0.756	50	2.810	0.653	1.010	0.831	100	3.140	0.729	1.129	0.907
YEAR STORM (R)	Peak Rainfall Rate (in/hr)	Peak Inflow Rate (mgd)	Peak Inflow Rate (cfs)	Peak Flow (mgd)																																																											
0	0	0	0	0.178																																																											
1	1.130	0.263	0.406	0.440																																																											
2	1.400	0.325	0.503	0.503																																																											
5	1.780	0.414	0.640	0.591																																																											
10	2.080	0.483	0.748	0.661																																																											
25	2.490	0.578	0.895	0.756																																																											
50	2.810	0.653	1.010	0.831																																																											
100	3.140	0.729	1.129	0.907																																																											
(1) Storm Name	(2) Total Rainfall (in.)	(3) Length of Storm (hrs)	(4) Time Qp	(5) Time ip	(6) Delta Time (min)	(7) Peak Flow Rate (mgd)	(8) WWP+Inflit. Date	(9) WWP+Inflit (mgd)	(10) Peak Inflow Rate (mgd)	(11) Rain i in/hr	(12) Kp	(13) Use? Y/N	(14) Selected *Kp*	(15) Time from Qp to 1/2 Inflow (hrs)	(16) *Kv*	(17) Selected *Kv*	(18) Calc. Inflow Vol. mg	(19) Note																																													
9/28/21 21:00	1.65	7.92	9/28/21 21:40	9/28/21 21:20	20	0.115	09/21/21	0.081	0.034	0.630	0.00168	y	0.00168																																																		
10/1/21 4:55	0.73	3.67	10/1/21 5:25	10/1/21 5:05	20	0.129	09/24/21	0.045	0.084	0.560	0.00475	y	0.00475																																																		
10/11/21 0:05	0.49	1.25	10/11/21 1:15	10/11/21 0:05	70	0.026	10/10/21	0.010	0.016	0.380	0.00133	n						Poor Data quality																																													
10/13/21 21:55	3.15	6.00	10/13/21 23:30	10/13/21 23:10	20	0.470	10/12/21	0.067	0.403	1.490	0.00854	y	0.00854																																																		
10/27/21 5:15	0.89	2.42	10/27/21 7:30	10/27/21 5:25	125	0.133	10/26/21	0.030	0.103	0.620	0.00526	y	0.00526																																																		
11/3/21 2:10	1.89	16.83	11/3/21 13:50	11/3/21 10:35	195	0.251	11/02/21	0.058	0.193	0.430	0.01418	y	0.01418																																																		
11/27/21 7:45	0.70	13.92	11/27/21 16:40	11/27/21 14:25	135	0.115	11/20/21	0.061	0.055	0.180	0.00960	y	0.00960																																																		



Figure 92 – Inflow Projections (Site 6)

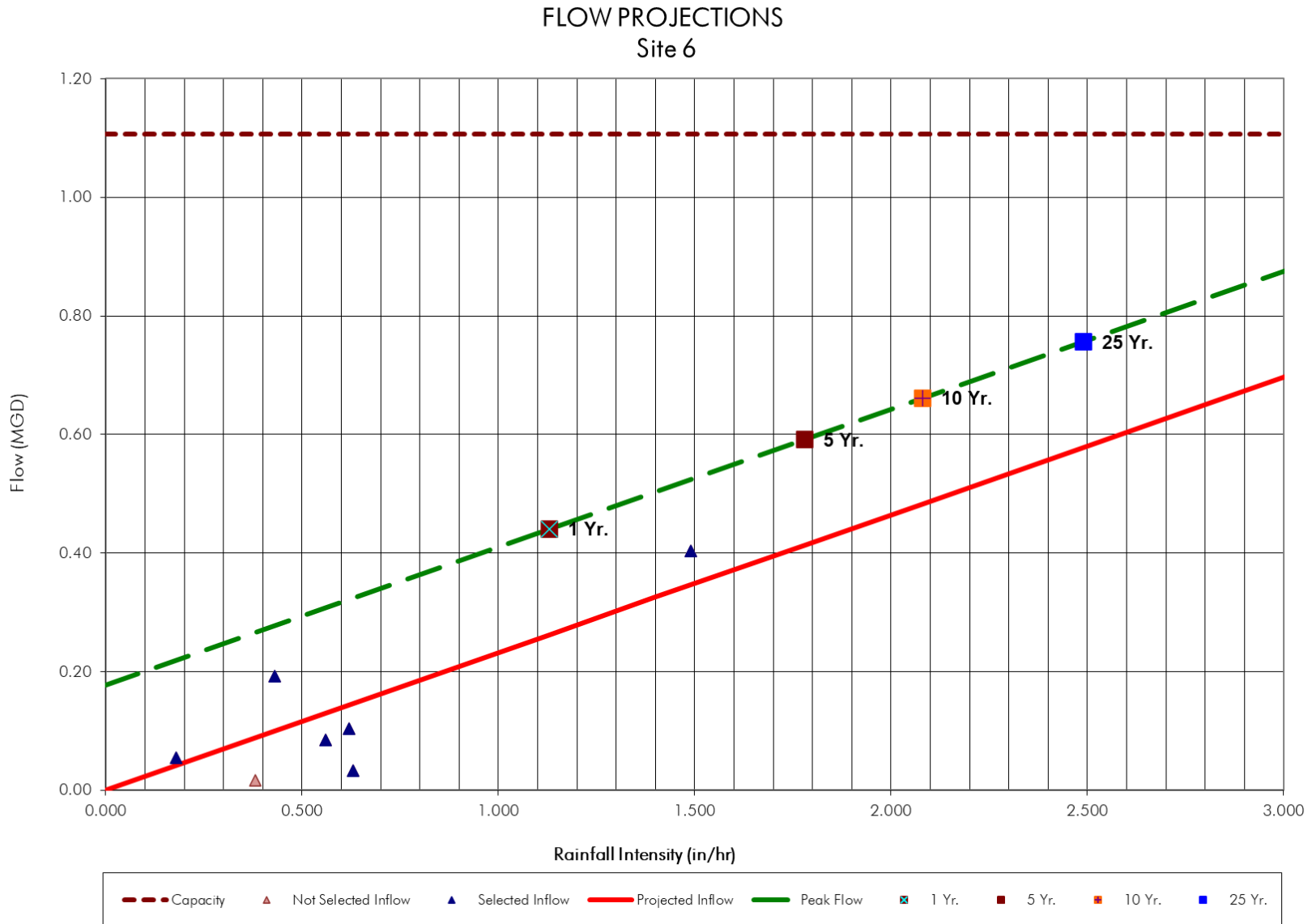
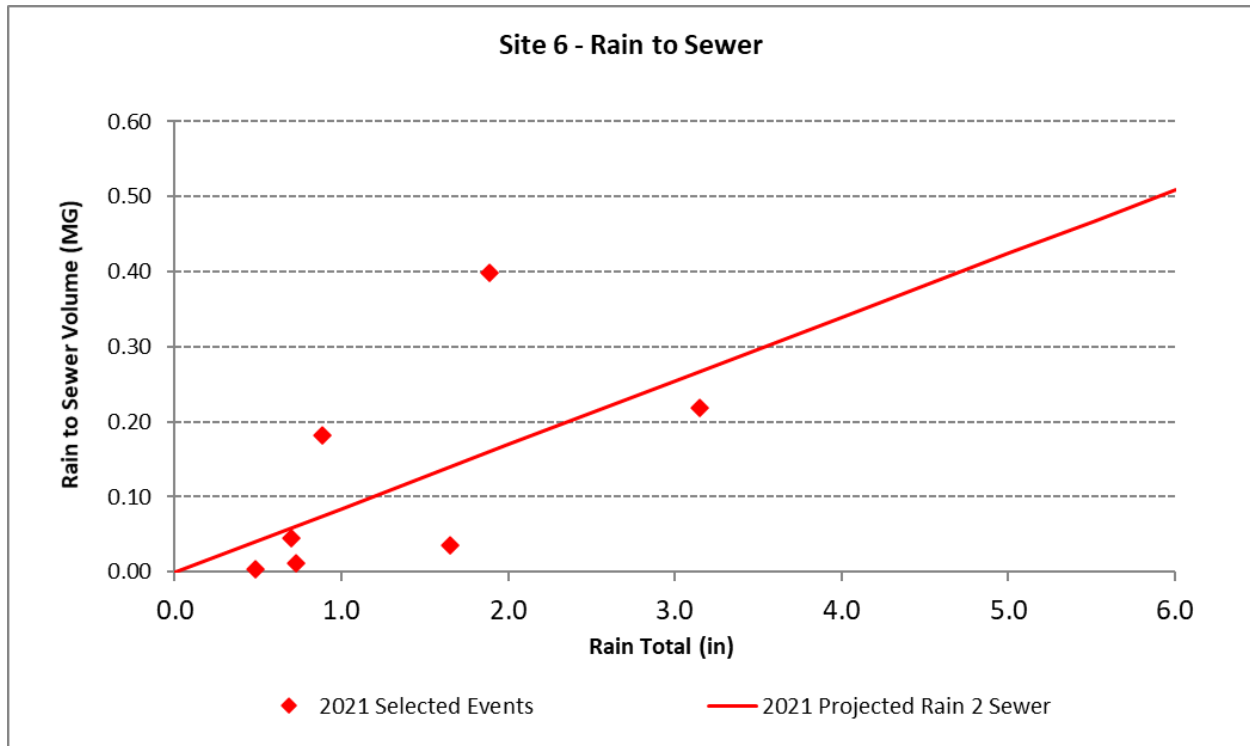


Table 27 – Rain to Sewer Summary (Site 6)

Meter Site	Storm Date	Storm Rain Depth (in)	Rain Volume (MG)	Storm I&I Volume (MG)	Rain to Sewer (%)
Site 6 (8")	9/28/2021	1.65	2.195	0.036	1.62%
	10/1/2021	0.73	0.971	0.011	1.14%
	10/11/2021	0.49	0.645	0.003	0.46%
	10/13/2021	3.15	4.184	0.218	5.21%
	10/27/2021	0.89	1.177	0.182	15.44%
	11/3/2021	1.89	2.508	0.398	15.86%
	11/27/2021	0.70	0.931	0.046	4.90%
	<b>Average</b>				

Figure 93 – Rain to Sewer Volumetric Analysis (Site 6)



**A.7 Site 7**

**Description**

Site 7 was located in manhole O12-001 inside Bell Farms Lift Station. The flow meter measured flows in the influent 15” diameter PVC pipe. The subsystem flow collects at Bell Farms Lift Station which is upstream of Site 1 and contributes flow to the Wilbarger Wastewater Treatment Plant.

**Observations**

The flow observed at this site had an average depth of 3.7 inches of flow moving at 2.07 feet per second for the 2021 flow monitoring period. The site had some medium grease on probe at site visits. The level and velocity readings were consistent with manuals taken at site visits. The site does have consistent low level velocity dropouts these were easily autocorrected using valid readings. The site is considered a good quality dry and wet weather monitoring site.

Site 7 did experience two surcharging events during 2021. One dry weather surcharge event occurred.

**Table 28 – Surchage Summary (Site 7)**

		Date of Storm	10/13/2021	10/19/2021
		Total Storm Rainfall (in.)	3.15"	Dry Weather Surchage
Site	Diameter (in.)	Storm Duration (hrs.)	6.00	
7	15	Depth from Invert (in.)	27.54 (B)	47.67 (B)

- (P) Denotes pressurized flow caused by lack of capacity  
(flow velocities generally increase as flow depths increase)
- (B) Denotes flow backup caused by downstream restriction  
(flow velocities generally decrease as flow depths increase)

**Table 29 – Service Interrogations Summary (Site 7)**

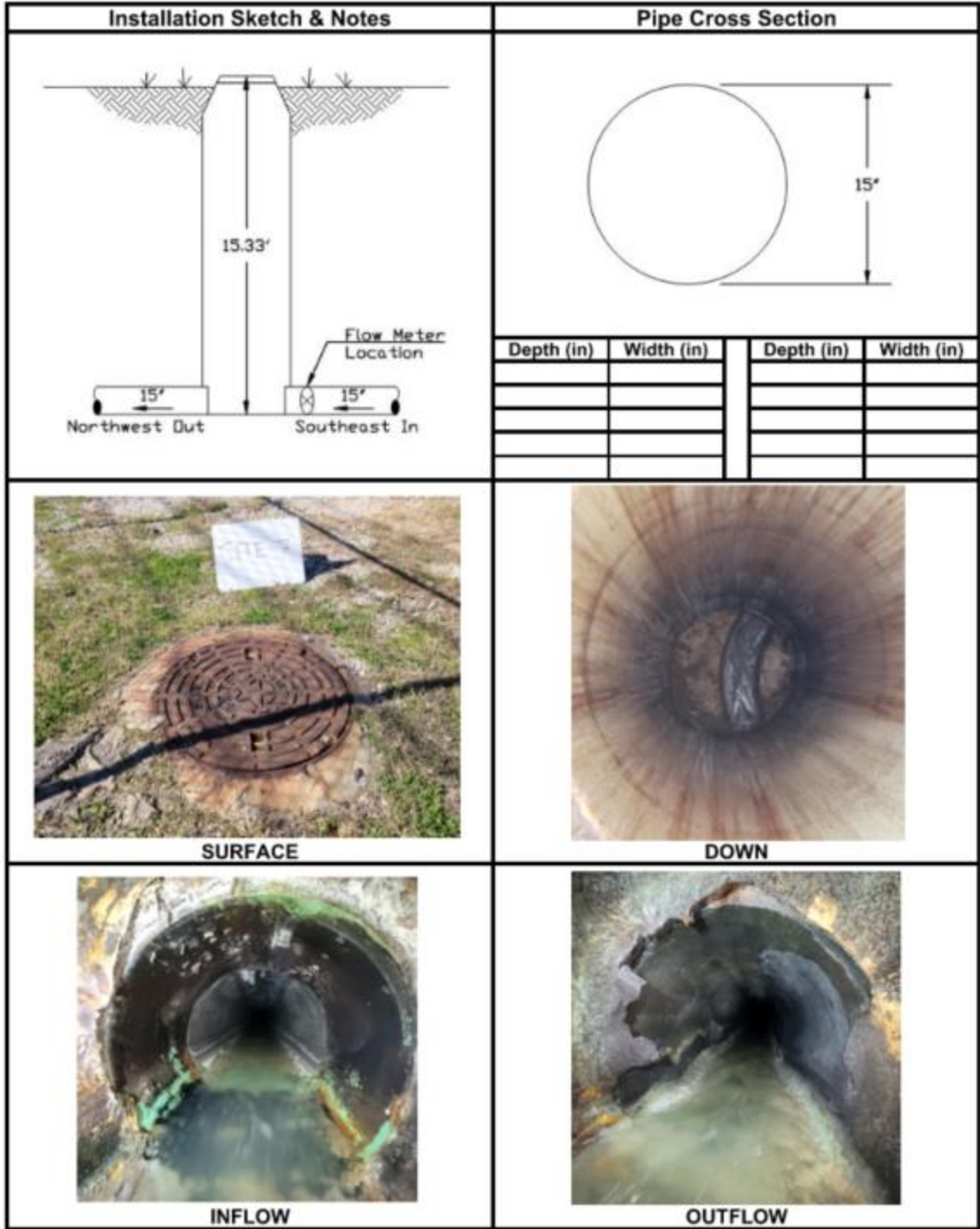
Site ID	Date	Time	Size	Level (in)			Level (in) After Cleaning			Velocity (fps)			Velocity After Cleaning (fps)				
Number	Install / Download		(in)	Manual	Meter	Diff.	Manual	Meter	Diff.	Manual	Meter	Diff.	Manual	Meter	Diff.	Purpose:	Comment:
Site 7	8/31/2021	15:05	15	3.25	2.50	-0.75	3.25	3.10	-0.15	2.00	1.98	-0.02	2.00	1.95	-0.05	Install	Meter installed at out pipe
	9/13/2021	14:10		2.25	2.40	0.15	2.75	3.10	0.35	2.00	1.90	-0.10	2.00	2.00	0.00	Service/Upload	
	9/27/2021	13:58		2.75	3.00	0.25	3.00	3.00	0.00	2.00	1.90	-0.10	2.00	2.20	0.20	Service/Upload	
	10/12/2021	14:14		3.00	4.00	1.00	3.75	4.10	0.35	2.50	2.00	-0.50	2.00	1.90	-0.10	Service/Upload	
	10/26/2021	10:50		3.50	3.60	0.10	3.25	3.69	0.44	1.75	1.76	0.01	1.80	1.84	0.04	Service/Upload	
	11/8/2021	10:33		3.50	3.80	0.30	3.50	3.60	0.10	2.00	1.96	-0.04	2.00	2.04	0.04	Service/Upload	Medium to heavy grease.
	11/30/2021	13:55		3.50	3.74	0.24	3.75	4.01	0.26	2.00	2.03	0.03	2.50	2.44	-0.06	Removal	Medium grease.

Figure 94 – Flow Meter Site Investigation (Site 7)

**Flow Meter Site Investigation**

<b>Project:</b> Manor I&I Program		<b>Location:</b> City of Manor, TX		<b>Date/Time:</b> 11-30-2021 / 13:55		<b>Crew:</b> JA-VI	
<b>MH#:</b> O12-001		<b>Pipe Shape:</b> Circular		<b>Pipe Material:</b> PVC		<b>Pipe Size (in):</b> 15	
<b>Site ID:</b> 7	<b>Address:</b> 12217 Old Hwy. 20		<b>Site Quality:</b> Good		<b>Monitoring Purpose:</b> Short-term FM		
<b>Location Map</b>				<b>Planar Description</b>			
<p><b>Summary Description:</b>                  Inside Bell Farms Lift Station site; 1<sup>st</sup> manhole upstream of wet well. Site has a gate with a combination lock.</p>							
<b>Site Hazards</b>		<b>Measurements</b>			<b>Site Conditions</b>		
Heavy Traffic? None		Manhole Depth (ft): 15.33			Surcharge Evidence? No		
Needed Traffic Attendants: 0		Manhole Dia. (in): 48.00			Depth of Surcharge (ft): 0.00		
H <sub>2</sub> S: 0	O <sub>2</sub> : 20.8	MH Cover Size (in): 32			Depth of Debris (in): 0.00		
LEL: 0	CO: 0	MH Cover Type: Bolt Down			Usable MH Steps? No		
Describe potential hazards:		Measured Flow Depth (in): 3.75			Meter: ISCO 2150		
		Velocity (fps): 2.50			Cellular Signal Strength: N/A		
		Mounting Band Description: Scissor Jack Band			Antennae Install Considerations: N/A		
		Other Comments:			Permanent Power Available? No		





**Figure 95 – Site Information (Site 7)**

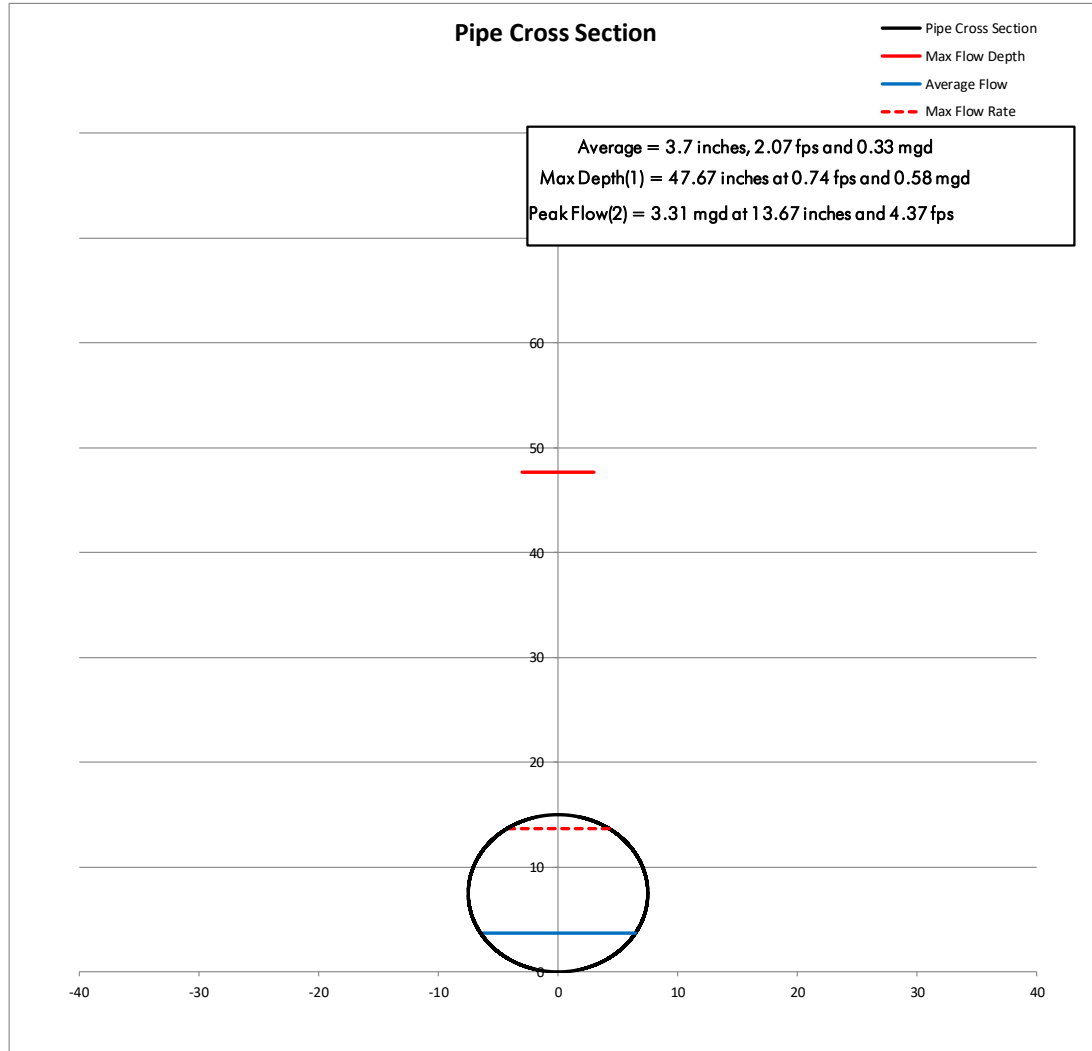
**SITE INFORMATION RECORD**

**Site Information**

Meter ID #:	7
Monitoring Program:	Short-Term FM
Manhole #:	○12-001

**Sewer Information**

Pipe Shape	Circle
Pipe Height, H (in):	15
Pipe Width, W (in):	15
Manning Roughness Coefficient, n:	0.013
As-Built Pipe Slope, S (ft/ft):	0.0055 ASSUMEDI



Site ID Number	Date	Diameter (in.)	Time	Level (in.) After Cleaning			Velocity (fps) After Cleaning			
				Manual	Meter	Diff	Manual	Meter	Diff.	
Site 7	8/31/2021	15	15:05	3.25	3.10	-0.15	2.00	1.95	-0.05	
	9/13/2021		14:10	2.75	3.10	0.35	2.00	2.00	0.00	
	9/27/2021		13:58	3.00	3.00	0.00	2.00	2.20	0.20	
	10/12/2021		14:14	3.75	4.10	0.35	2.00	1.90	-0.10	
	10/26/2021		10:50	3.25	3.69	0.44	1.80	1.84	0.04	
	11/8/2021		10:33	3.50	3.60	0.10	2.00	2.04	0.04	
	11/30/2021		13:55	3.75	4.01	0.26	2.50	2.44	-0.06	

Figure 96 – August-September Monthly Flow Hydrograph (Site 7)

**SITE 7 HYDROGRAPH**  
**(MH O12-001) 15"**

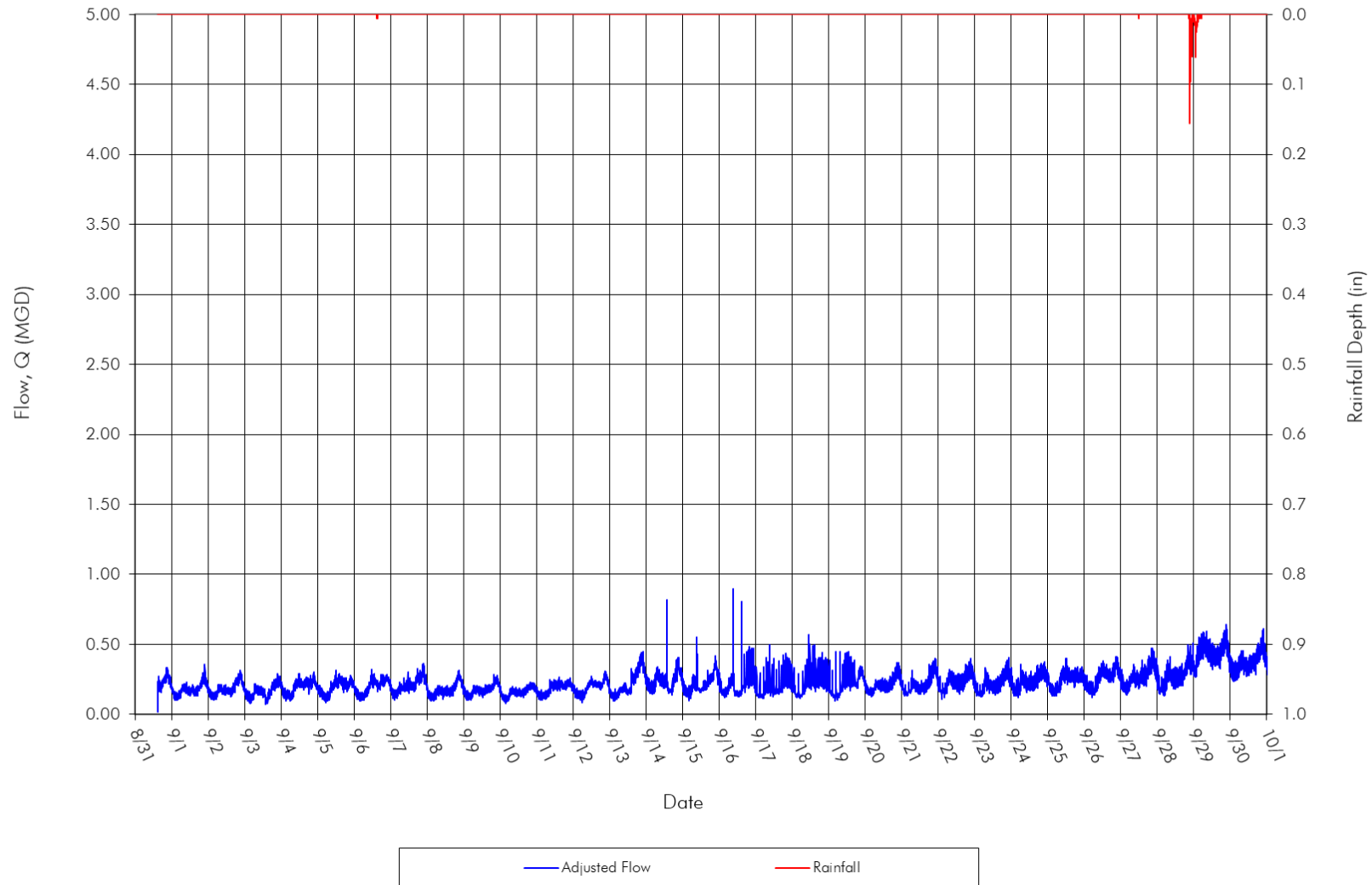




Figure 97 – August-September Monthly Level and Velocity Hydrograph (Site 7)

SITE 7 LEVEL & VELOCITY

(MH O12-001) 15"

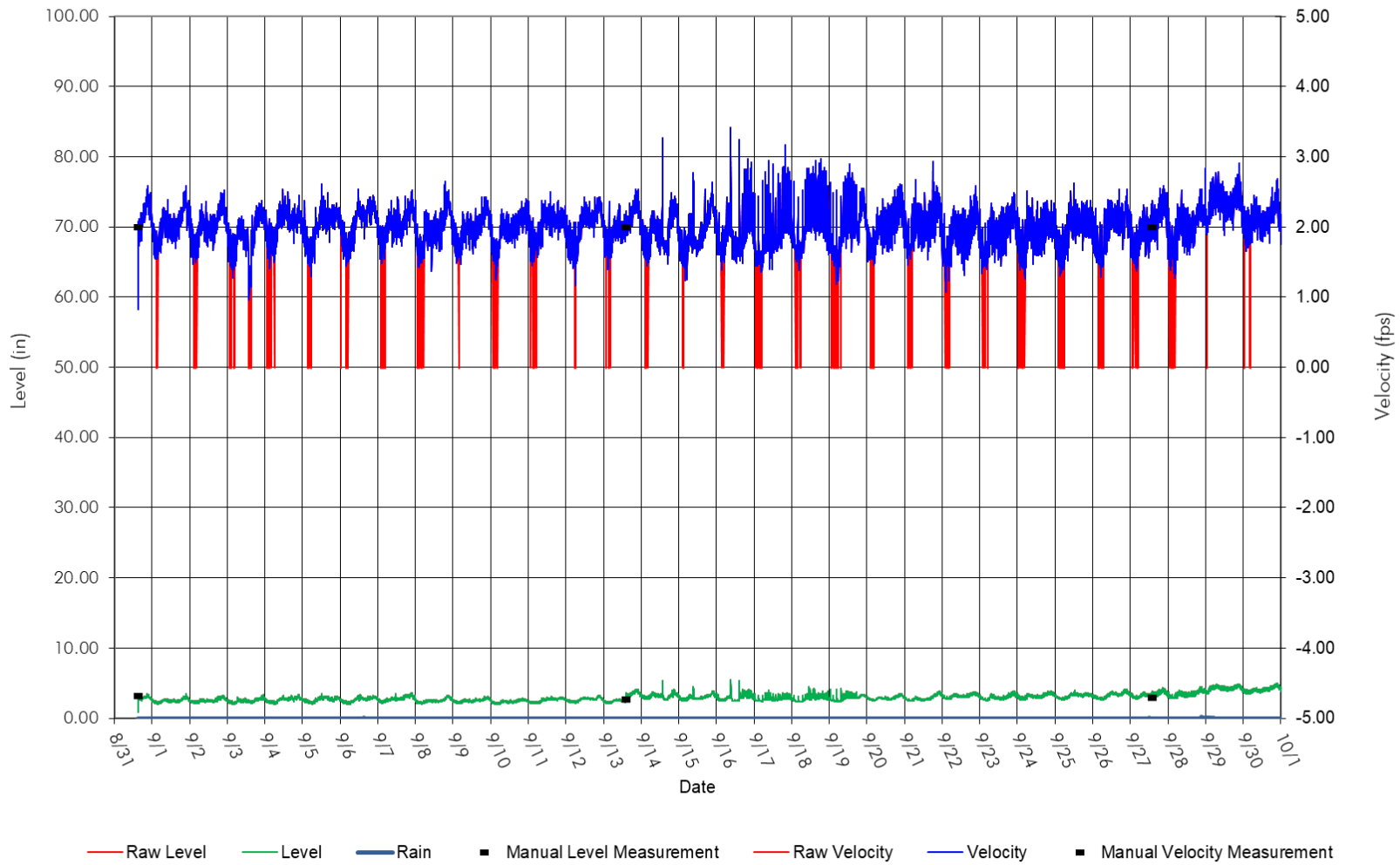


Figure 98 – October Flow Hydrograph (Site 7)

**SITE 7 HYDROGRAPH**  
**(MH O12-001) 15"**

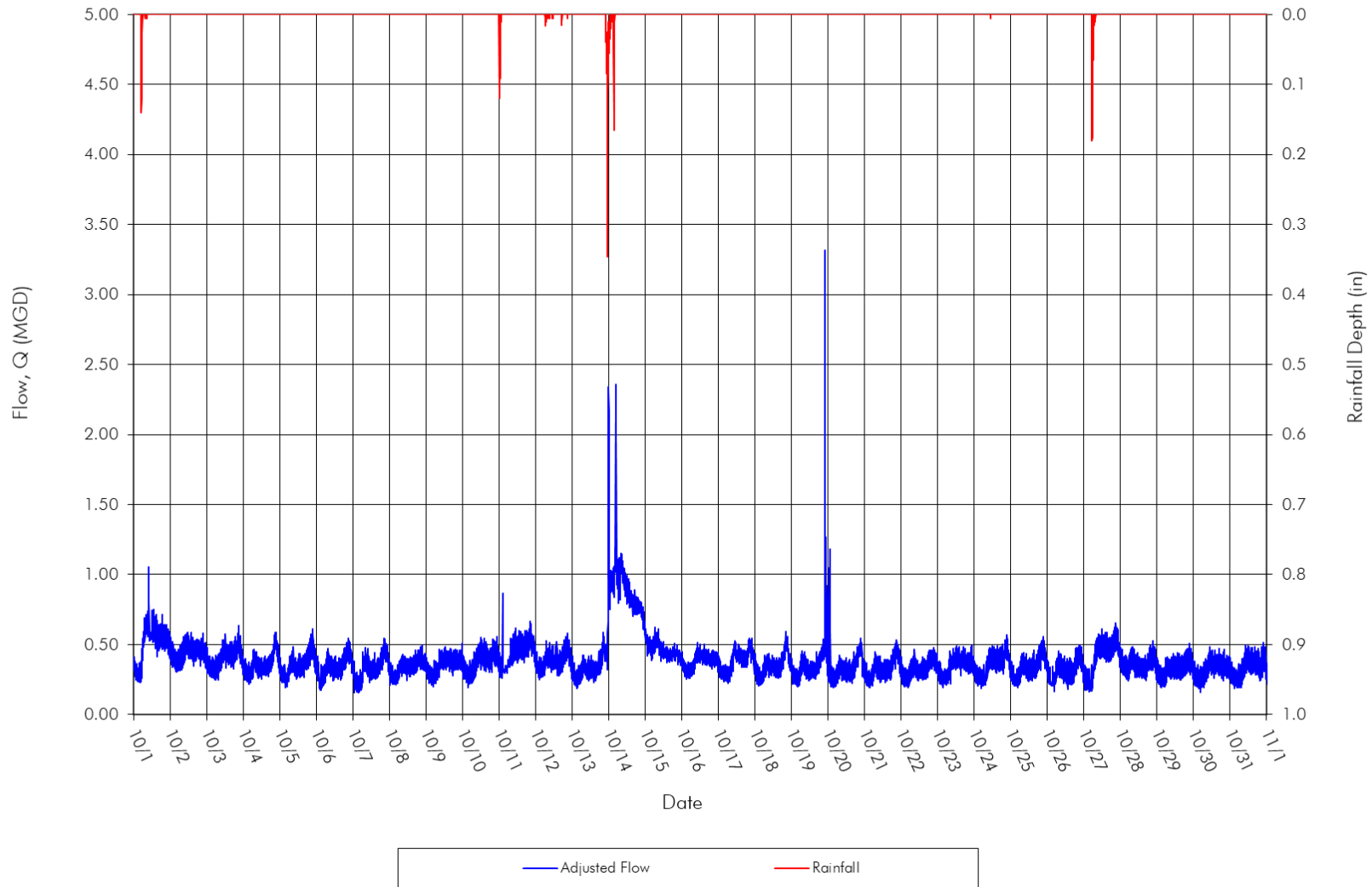


Figure 99 – October Monthly Level and Velocity Hydrograph (Site 7)

SITE 7 LEVEL & VELOCITY  
(MH O12-001) 15"

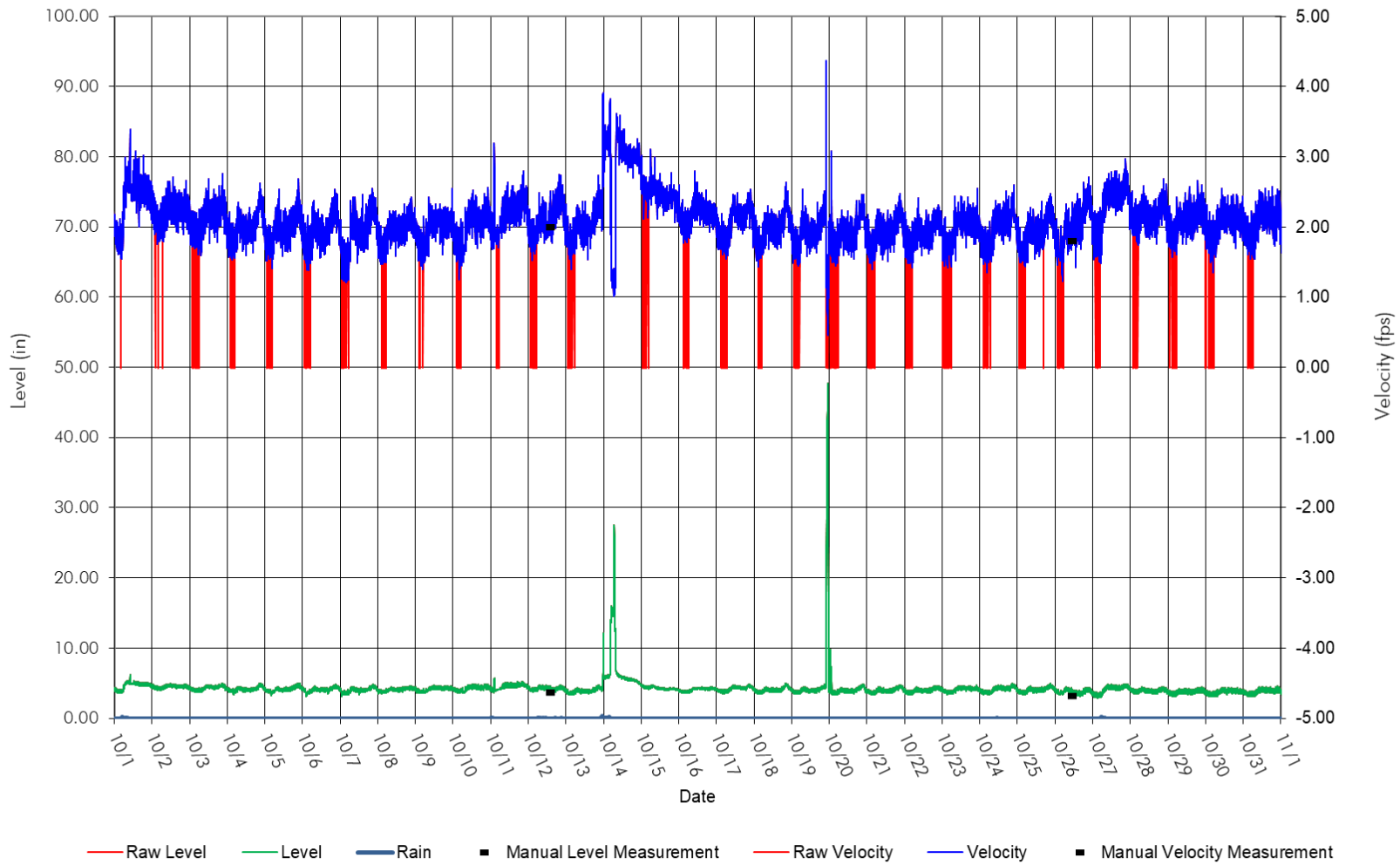


Figure 100 – November Monthly Flow Hydrograph (Site 7)

**SITE 7 HYDROGRAPH  
(MH 012-001) 15"**

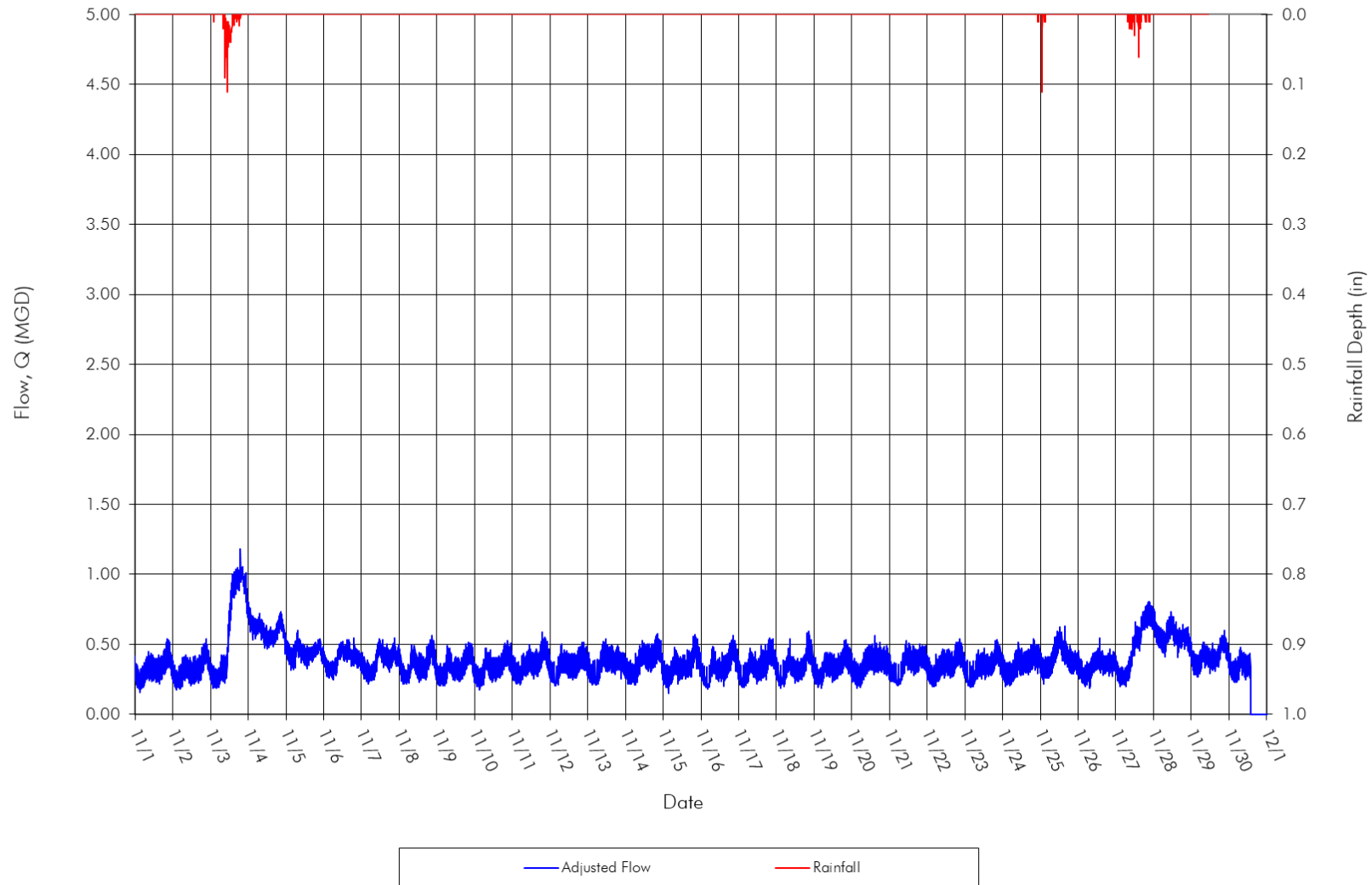


Figure 101 – November Level and Velocity Hydrograph (Site 7)

SITE 7 LEVEL & VELOCITY

(MH O12-001) 15"

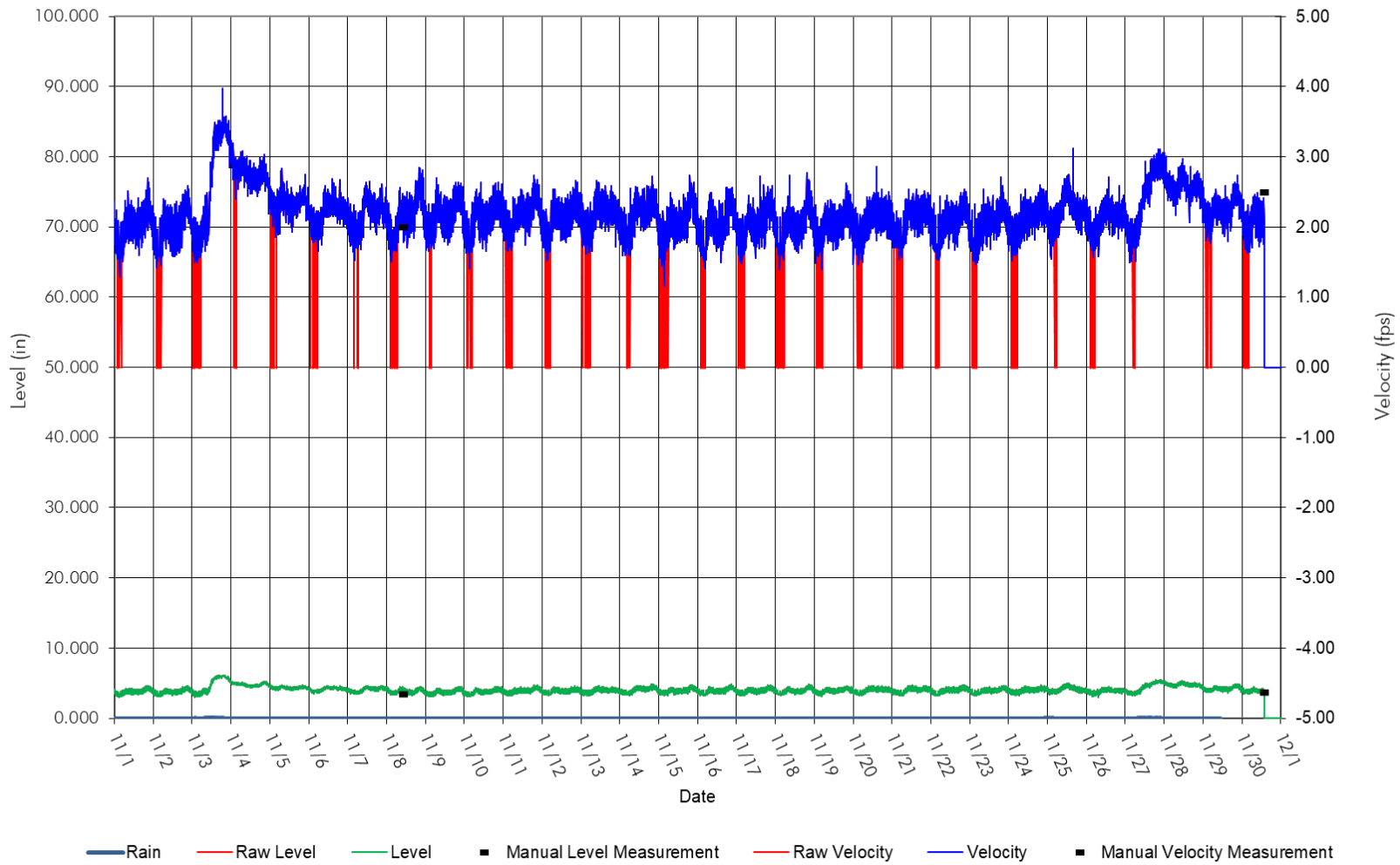


Figure 102 – Overall Flow Hydrograph (Site 7)

**SITE 7 HYDROGRAPH  
(MH O12-001) 15"**

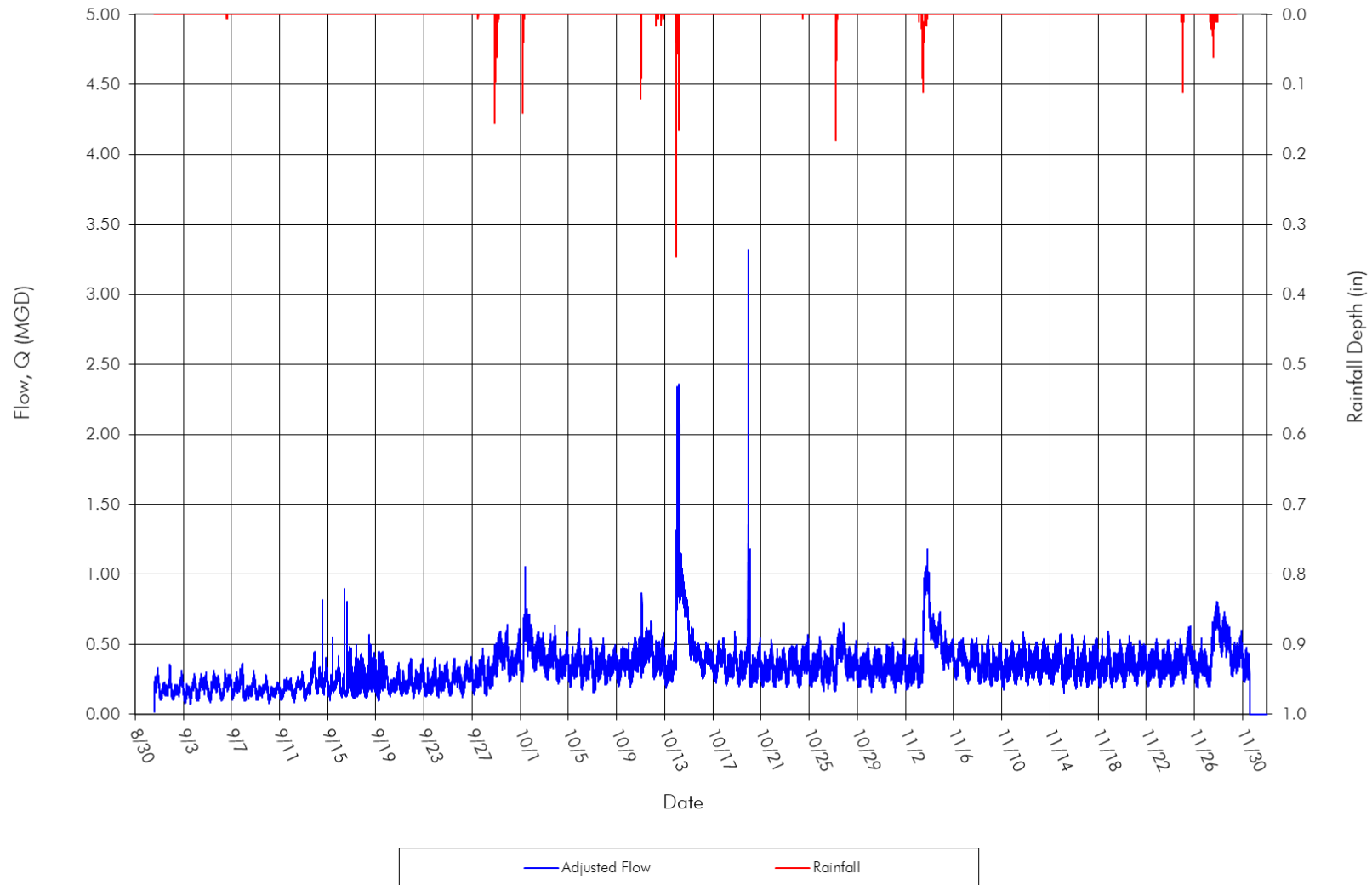


Figure 103 – Overall Level and Velocity Hydrograph (Site 7)

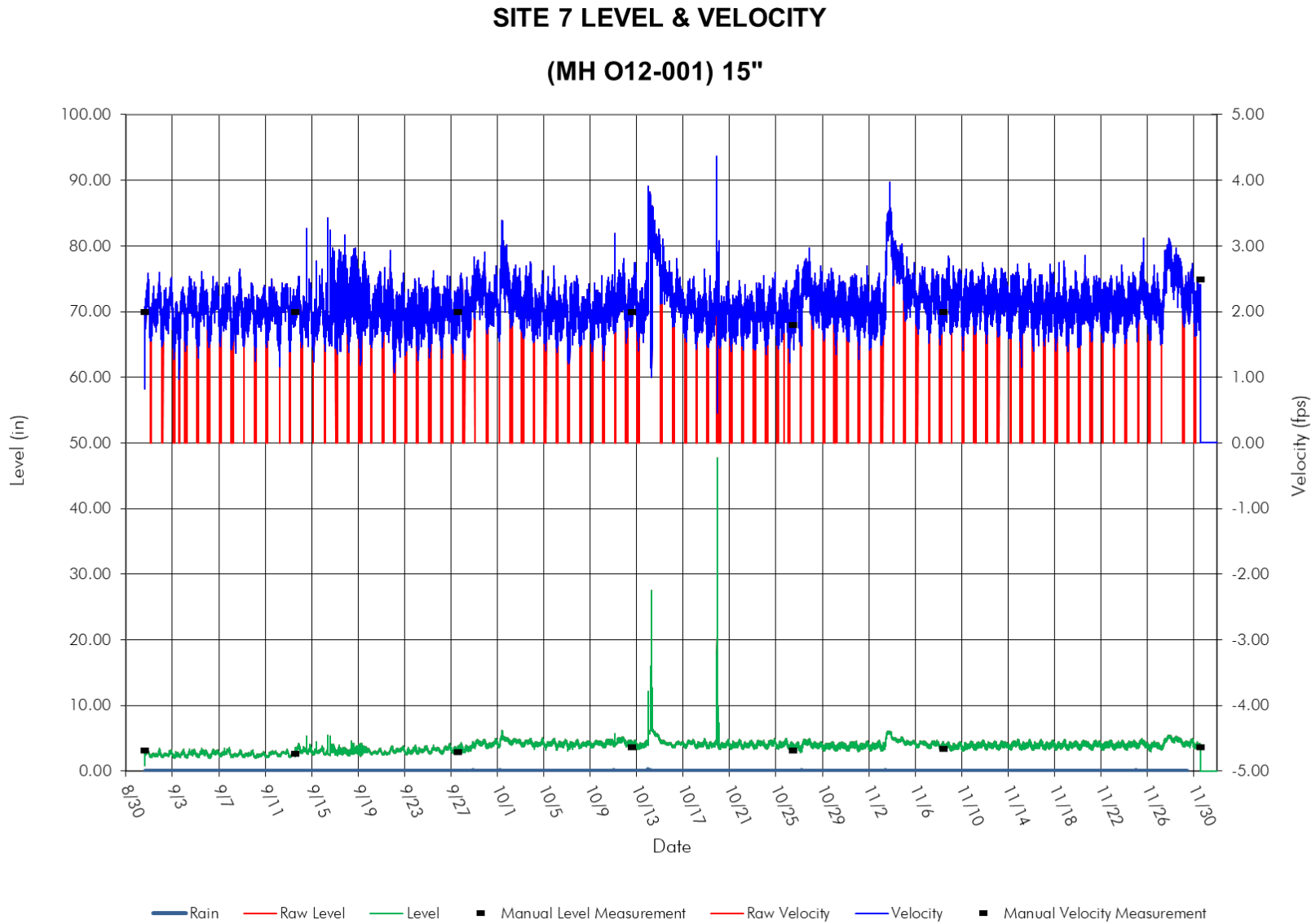


Figure 104 – Standard Flow Scattergraph (Site 7)

**SITE 7 SCATTERGRAPH  
(MH O12-001) 15"**

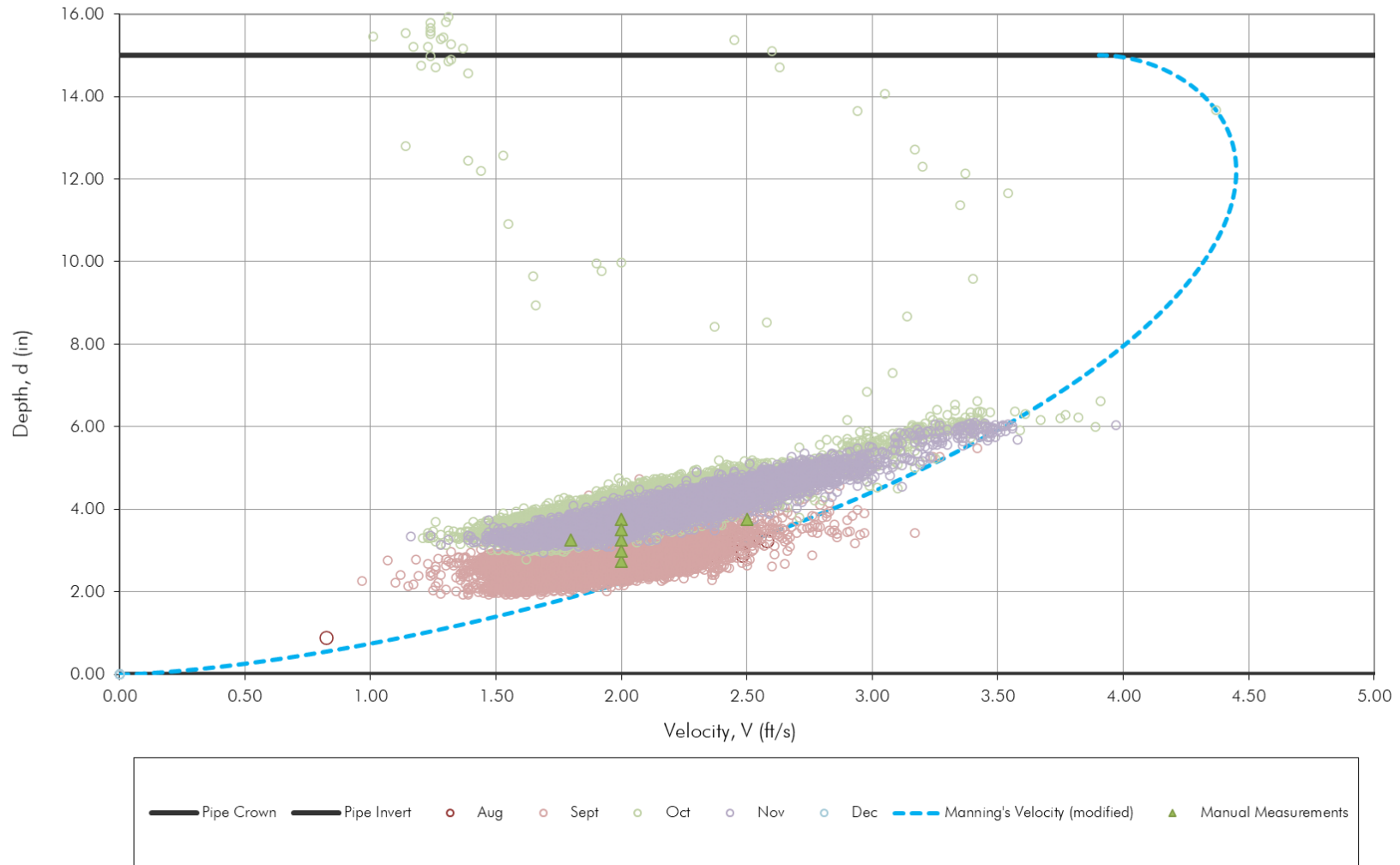
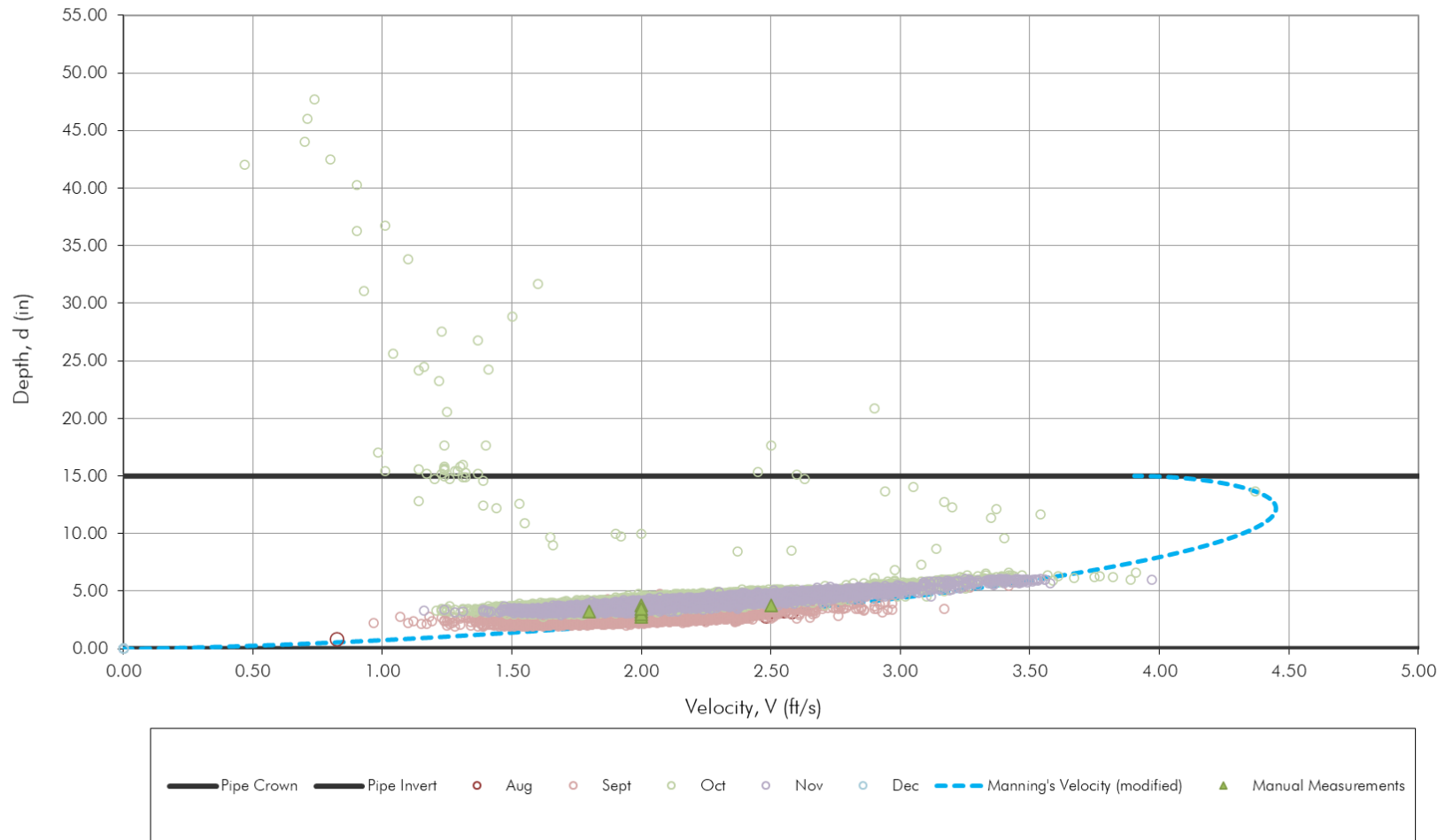




Figure 105 – Surcharged Flow Scattergraph (Site 7)

**SITE 7 SCATTERGRAPH  
(MH O12-001) 15"**



**Table 30 – ADDF and Infiltration Summary (Site 7)**

AVERAGE DAILY DRY WEATHER FLOW, WASTEWATER PRODUCTION, AND INFILTRATION							
Project Name		City of Manor Flow Monitoring Fall 2021					
Project No:		14925		Units of Flow: MGD			
Subsystem:		7					
Meter:		7					
(1) DW/LG Date	(2) Day	(3) Avg. Dry Weather (ADDF) Flow	(4) Peak Hourly Dry Weather Flow	(5) Diurnal Peaking Factor	(6) DW/LG Lowest 3-Hour Flow	(7) DW/HG Date	(8) DW/HG Lowest 3-Hour Flow
12-Sep-21	Sun	0.193	0.277	1.437	0.121	28-Nov-21	0.504
06-Sep-21	Mon	0.195	0.264	1.354	0.117	29-Nov-21	0.334
07-Sep-21	Tue	0.208	0.331	1.596	0.140		
08-Sep-21	Wed	0.172	0.284	1.648	0.117		
09-Sep-21	Thu	0.173	0.246	1.417	0.119	04-Nov-21	0.547
10-Sep-21	Fri	0.158	0.205	1.293	0.105	05-Nov-21	0.413
11-Sep-21	Sat	0.183	0.230	1.258	0.126	06-Nov-21	0.312
<b>7 Count</b>		<b>0.183 Average</b>	<b>0.262 Average</b>	<b>1.429 Average</b>	<b>0.120 Average</b>	<b>5 Count</b>	<b>0.422 Average</b>

Notes:

DW/LG = Dry Weather/Low Groundwater

DW/HG = Dry Weather/High Groundwater

<b>Summary:</b>	Wastewater Production (WWP):	<b>0.183</b>	(Assume = ADDF or enter value)
	Avg. Dry Weather Flow (ADDF):	<b>0.183</b>	
	Diurnal Peaking Factor (DPF):	<b>1.429</b>	
	Dry Weather Infiltration (DWI):	<b>0.000</b>	(ADDF - WWP)
	Wet Weather Infiltration Increase (WWI):	<b>0.302</b>	(DW/HG - DW/LG)
	Total Infiltration (TI):	<b>0.302</b>	(WWI + DWI, DWI > 0)
	Large User Flow	<b>0.000</b>	
	Distributed Flow (ADDF - Large User)	<b>0.183</b>	

Figure 106 – Dry Weather Diurnal (Site 7)

DIURNAL CURVES  
Meter ID #:7

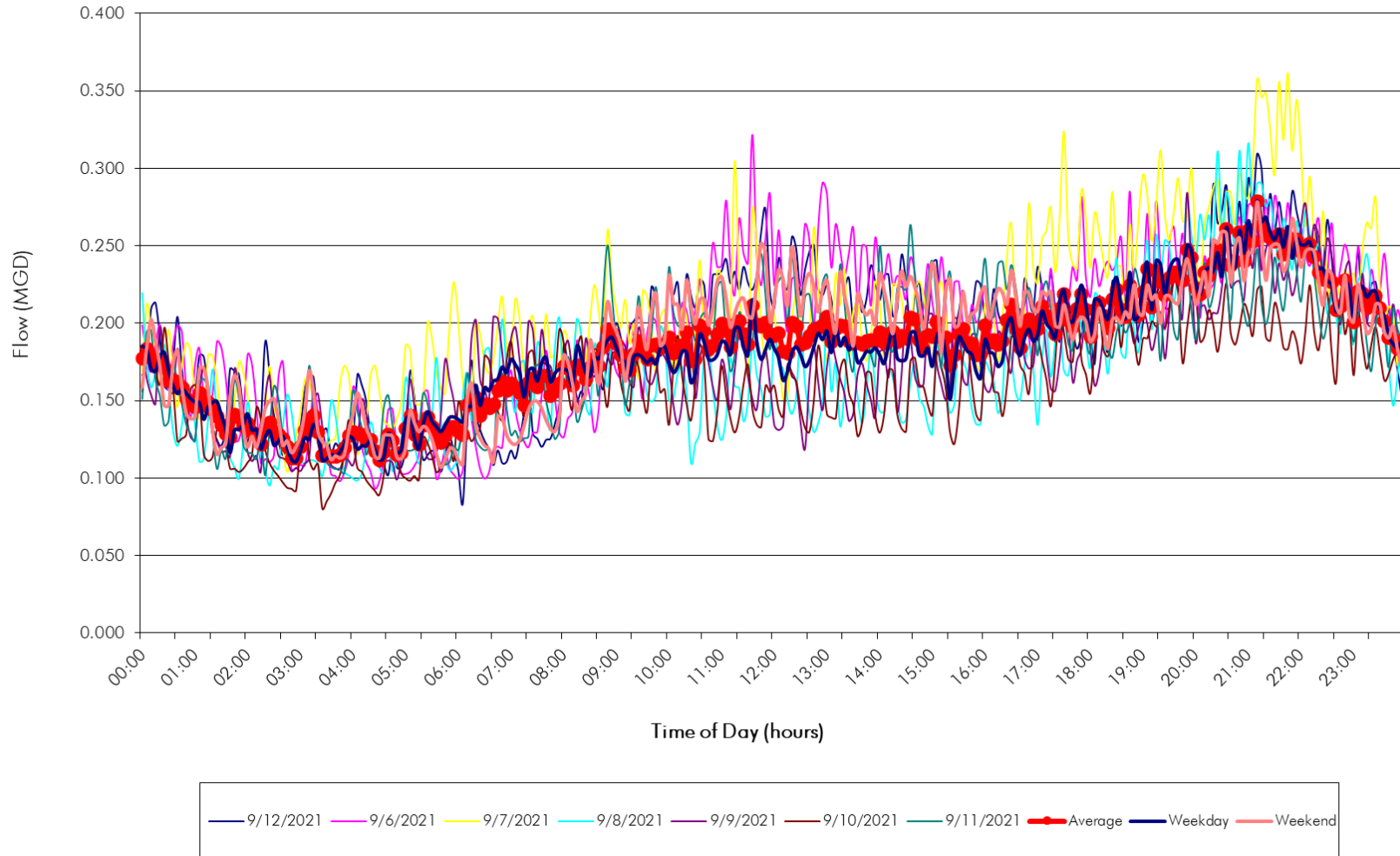


Figure 107 – High/Low Groundwater Diurnal (Site 7)

DRY WEATHER/HIGH GROUNDWATER VS.  
DRY WEATHER/LOW GROUNDWATER  
Meter ID #:7

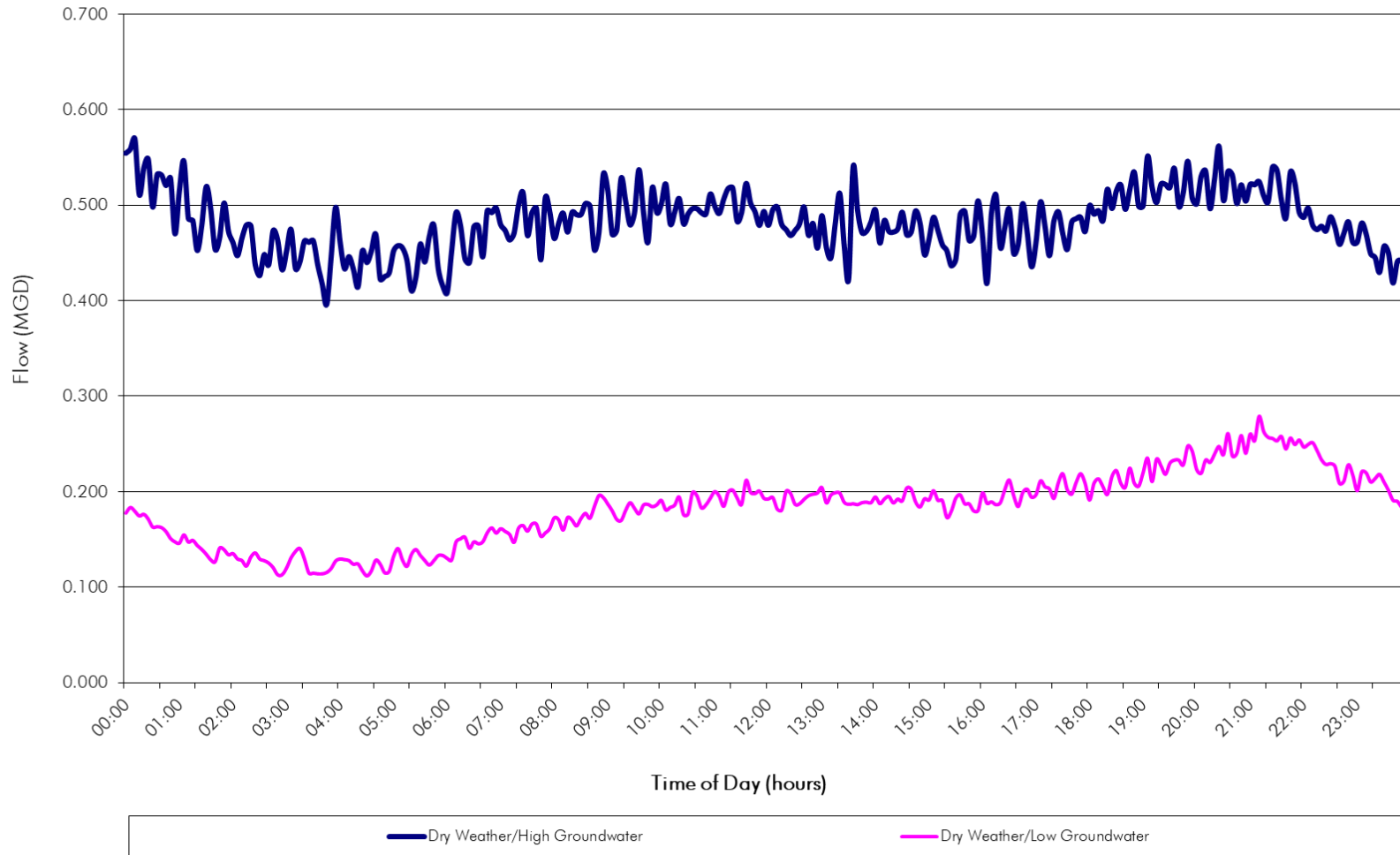


Table 31 – Inflow Calculations and Projections (Site 7)

INFLOW CALCULATIONS AND PROJECTIONS																																																																												
Project Name: City of Manor Flow Monitoring Fall 2021																																																																												
Project No.: 14925																																																																												
Subsystem: 7																																																																												
Meter: 7																																																																												
Units of Flow: MGD																																																																												
Storm Count: 7		Cum. Trib. Area: 166 acres		Pipe Shape: Circular																																																																								
Avg Delta Time: 117		Cum. Time of Conc.: 105 minutes		Pipe Diameter: 15 in																																																																								
Avg Kp: 0.01274				Pipe Slope: 0.006 ft/ft																																																																								
Avg Selected Kp: 0.01216				Pipe Capacity: 3.10 mgd																																																																								
				ADDF Cum.: 0.183 mgd																																																																								
				ADDF Peak Factor: 1.43																																																																								
				Peak ADDF Flow: 0.262 mgd																																																																								
				Infiltration: 0.302 mgd																																																																								
				Cum. Peak Flow: 0.563 mgd																																																																								
				Manning's Coefficient, n: 0.013																																																																								
<table border="1"> <thead> <tr> <th colspan="5">Projected Inflow</th> <th>YEAR STORM (R)</th> <th>Peak Rainfall Rate (in/hr)</th> <th>Peak Inflow Rate (mgd)</th> <th>Peak Inflow Rate (cfs)</th> <th>Peak Flow (mgd)</th> </tr> </thead> <tbody> <tr> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0.563</td> </tr> <tr> <td>1</td> <td>0.890</td> <td>1.161</td> <td>1.796</td> <td>1.724</td> <td></td> </tr> <tr> <td>2</td> <td>1.110</td> <td>1.448</td> <td>2.240</td> <td>2.011</td> <td></td> </tr> <tr> <td>5</td> <td>1.410</td> <td>1.839</td> <td>2.846</td> <td>2.402</td> <td></td> </tr> <tr> <td>10</td> <td>1.640</td> <td>2.139</td> <td>3.310</td> <td>2.702</td> <td></td> </tr> <tr> <td>25</td> <td>1.960</td> <td>2.557</td> <td>3.956</td> <td>3.120</td> <td></td> </tr> <tr> <td>50</td> <td>2.220</td> <td>2.896</td> <td>4.481</td> <td>3.459</td> <td></td> </tr> <tr> <td>100</td> <td>2.480</td> <td>3.235</td> <td>5.005</td> <td>3.798</td> <td></td> </tr> </tbody> </table>																			Projected Inflow					YEAR STORM (R)	Peak Rainfall Rate (in/hr)	Peak Inflow Rate (mgd)	Peak Inflow Rate (cfs)	Peak Flow (mgd)	0	0	0	0	0	0.563	1	0.890	1.161	1.796	1.724		2	1.110	1.448	2.240	2.011		5	1.410	1.839	2.846	2.402		10	1.640	2.139	3.310	2.702		25	1.960	2.557	3.956	3.120		50	2.220	2.896	4.481	3.459		100	2.480	3.235	5.005	3.798	
Projected Inflow					YEAR STORM (R)	Peak Rainfall Rate (in/hr)	Peak Inflow Rate (mgd)	Peak Inflow Rate (cfs)	Peak Flow (mgd)																																																																			
0	0	0	0	0	0.563																																																																							
1	0.890	1.161	1.796	1.724																																																																								
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50	2.220	2.896	4.481	3.459																																																																								
100	2.480	3.235	5.005	3.798																																																																								
(1) Storm Name	(2) Total Rainfall (in.)	(3) Length of Storm (hrs)	(4) Time Qp	(5) Time ip	(6) Delta Time (min)	(7) Peak Flow Rate (mgd)	(8) WWP+Inflit. Date	(9) WWP+Inflit (mgd)	(10) Peak Inflow Rate (mgd)	(11) Rain I in/hr	(12) Kp	(13) Use? Y/N	(14) Selected *Kp*	(15) Time from Qp to 1/2 Inflow (hrs)	(16) *Kv*	(17) Selected *Kv*	(18) Calc. Inflow Vol. mg	(19) Note																																																										
9/28/21 21:00	1.65	7.92	9/28/21 21:45	9/28/21 21:20	25	0.492	09/21/21	0.390	0.102	0.610	0.00156	y	0.00156																																																															
10/1/21 4:55	0.73	3.67	10/1/21 6:55	10/1/21 5:05	110	0.690	09/24/21	0.292	0.399	0.400	0.00929	y	0.00929																																																															
10/11/21 0:05	0.49	1.25	10/11/21 2:20	10/11/21 0:05	135	0.865	10/10/21	0.252	0.613	0.280	0.02042	y	0.02042																																																															
10/13/21 21:55	3.15	6.00	10/13/21 23:55	10/13/21 23:10	45	2.342	10/06/21	0.338	2.004	1.150	0.01624	n						Surcharge																																																										
10/27/21 5:15	0.89	2.42	10/27/21 8:00	10/27/21 5:25	155	0.523	10/26/21	0.298	0.226	0.470	0.00448	y	0.00448																																																															
11/3/21 2:10	1.89	16.83	11/3/21 14:10	11/3/21 10:35	215	0.997	11/02/21	0.229	0.768	0.440	0.01627	y	0.01627																																																															
11/27/21 7:45	0.70	13.92	11/27/21 16:40	11/27/21 14:25	135	0.696	11/26/21	0.314	0.382	0.170	0.02094	y	0.02094																																																															

Figure 108 – Inflow Projections (Site 7)

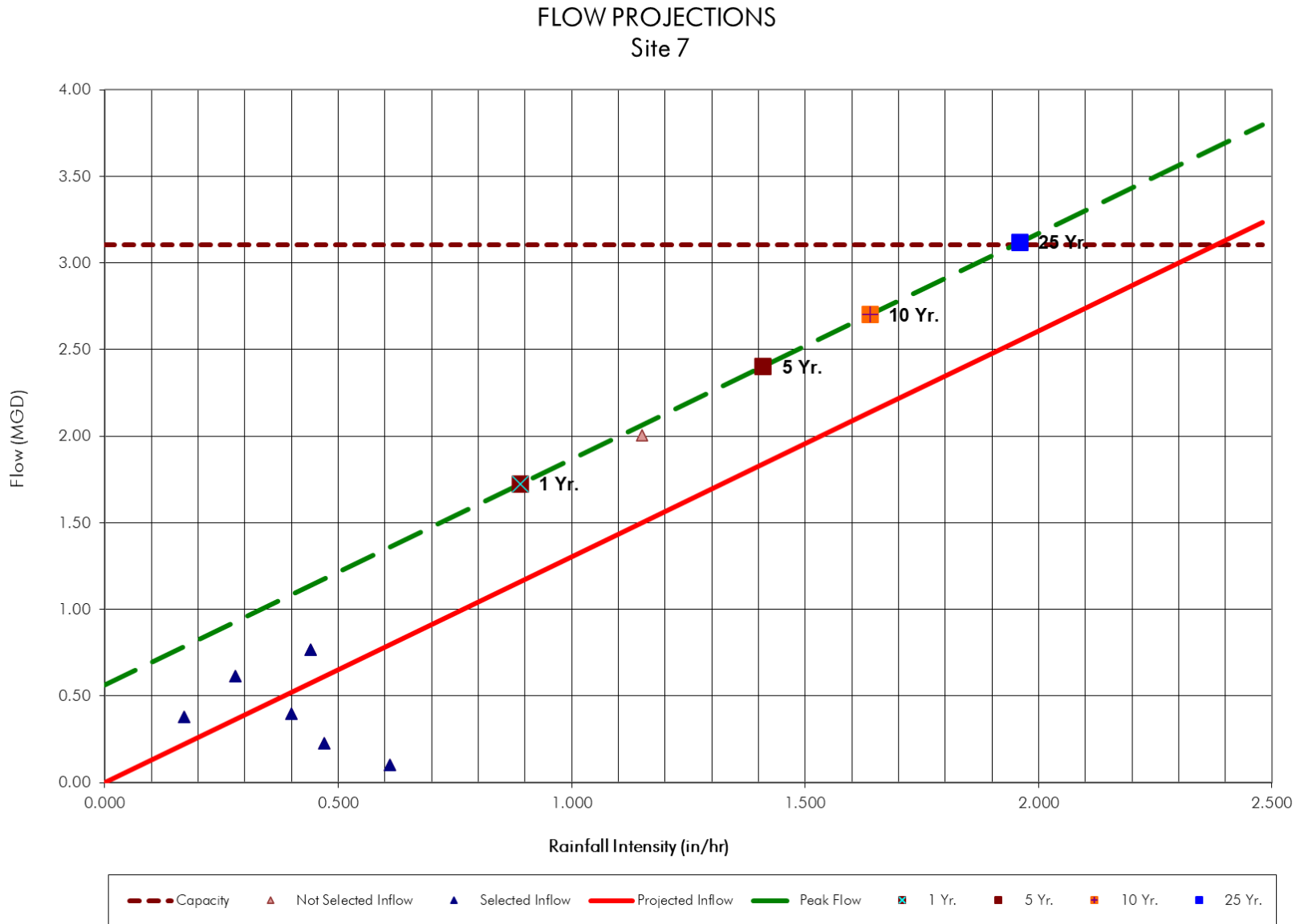
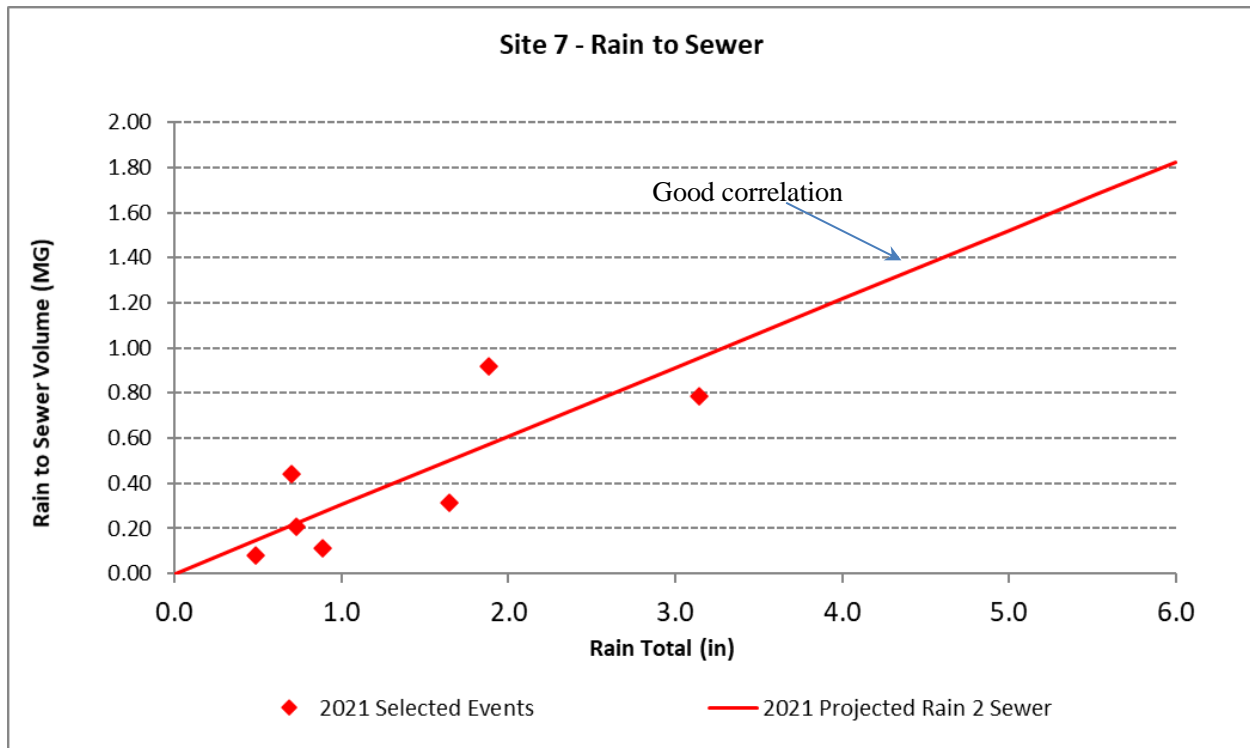


Table 32 – Rain to Sewer Summary (Site 7)

Meter Site	Storm Date	Storm Rain Depth (in)	Rain Volume (MG)	Storm I&I Volume (MG)	Rain to Sewer (%)
Site 7 (15")	9/28/2021	1.65	7.437	0.315	4.24%
	10/1/2021	0.73	3.290	0.205	6.23%
	10/11/2021	0.49	2.186	0.079	3.63%
	10/13/2021	3.15	14.175	0.783	5.52%
	10/27/2021	0.89	3.989	0.113	2.83%
	11/3/2021	1.89	8.496	0.920	10.83%
	11/27/2021	0.70	3.155	0.440	13.96%
	<b>Average</b>				

Figure 109 – Rain to Sewer Volumetric Analysis (Site 7)



## A.8 Site 8

### Description

Site 8 measures flow in manhole N09-001, north of Old Manor Lift Station and south of Tur Weg Lane. The area velocity sensor was placed in the influent 12" diameter PVC pipe of the manhole. This meter measures flow upstream of the Old High School Lift Station that is within the Gilleland Creek Watershed.

### Observations

The average flow depth for this site was 2.83 inches with an average velocity of 0.45 feet per second. The collected data from this monitoring site was considered good. Light to heavy debris was reported during site visits. Light to heavy silt was reported at site visits as well. The meter was removed 9/27/2021 and reinstalled the next day for line to be cleaned. This allowed for more consistent velocity readings. However, velocity dropouts were common at low levels. There were enough valid recordings to adjust the dropouts accordingly.

There were no surcharging events recorded at this site during the 2021 monitoring period.



**Table 33 – Service Interrogations Summary (Site 8)**

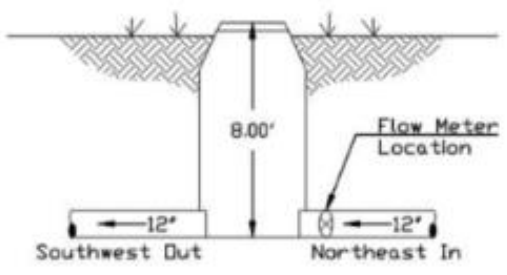
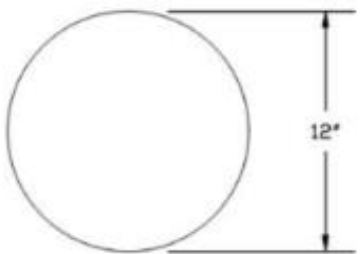




Site ID	Date	Time	Size	Level (in)			Level (in) After Cleaning			Velocity (fps)			Velocity After Cleaning (fps)				
Number	Install / Download		(in)	Manual	Meter	Diff.	Manual	Meter	Diff.	Manual	Meter	Diff.	Manual	Meter	Diff.	Purpose:	Comment:
Site 8	9/1/2021	10:00	12	2.75	2.50	-0.25	2.75	2.80	0.05	0.50	0.41	-0.09	0.50	0.43	-0.07	Install	Meter installed at in pipe
	9/14/2021	9:22		3.00	3.30	0.30	3.00	3.30	0.30	0.50	0.00	-0.50	0.50	0.40	-0.10	Service/Upload	Heavy Debris on probe
	9/27/2021	9:30		3.00	3.40	0.40	3.00	3.00	0.00	0.50	0.00	-0.50	0.50	0.50	0.00	Service/Upload	Meter removed 9/27 to 9/28 for jetting of line.
	10/13/2021	12:44		2.75	2.75	0.00	2.75	2.83	0.08	0.50	0.40	-0.10	0.50	0.34	-0.16	Service/Upload	
	10/26/2021	9:47		3.25	3.26	0.01	3.00	3.20	0.20	0.00	0.00	0.00	0.50	0.47	-0.03	Service/Upload	No velocity reading on dirty reading
	11/8/2021	9:24		3.00	3.56	0.56	3.00	3.25	0.25	0.70	0.72	0.02	0.50	0.51	0.01	Service/Upload	Light debris and very light silt.
	11/30/2021	9:56		2.50	0.00	-2.50	2.50	0.00	-2.50	1.00	0.00	-1.00	1.00	0.00	-1.00	Removal	Heavy silt and light debris. No readings.

Figure 110 – Flow Meter Site Investigation (Site 8)

**Flow Meter Site Investigation**

<b>Project:</b> Manor I&I Program		<b>Location:</b> City of Manor, TX		<b>Date/Time:</b> 11-30-2021 / 9:56		<b>Crew:</b> JA-VI	
<b>MH#:</b> N09-001		<b>Pipe Shape:</b> Circular		<b>Pipe Material:</b> PVC		<b>Pipe Size (in):</b> 12	
<b>Site ID:</b> 8	<b>Address:</b> 11616 US Hwy. 290		<b>Site Quality:</b> Poor		<b>Monitoring Purpose:</b> Short-term FM		
<b>Location Map</b>				<b>Planar Description</b>			
<p><b>Summary Description:</b>                  Location is north of Old Manor Lift Station and south of Tur Weg Lane. Future road from US 290 to Parsons was being built during analysis period.</p>							
<b>Site Hazards</b>		<b>Measurements</b>			<b>Site Conditions</b>		
Heavy Traffic? None		Manhole Depth (ft): 8.39			Surcharge Evidence? No		
Needed Traffic Attendants: 0		Manhole Dia. (in): 48.00			Depth of Surcharge (ft): 0.00		
H <sub>2</sub> S: 0	O <sub>2</sub> : 20.8	MH Cover Size (in): 32			Depth of Debris (in): 0.00		
LEL: 0	CO: 0	MH Cover Type: Bolt Down			Usable MH Steps? No		
Describe potential hazards: Steep slope and snakes.		Measured Flow Depth (in): 2.50			Meter: ISCO 2150		
		Velocity (fps): 1.00			Cellular Signal Strength: N/A		
		Mounting Band Description: Spring Band			Antennae Install Considerations: N/A		
		Other Comments:			Permanent Power Available? No		



Installation Sketch & Notes	Pipe Cross Section																																				
																																					
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Depth (in)</th> <th style="width: 25%;">Width (in)</th> <th style="width: 25%;">Depth (in)</th> <th style="width: 25%;">Width (in)</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Depth (in)	Width (in)	Depth (in)	Width (in)																																
Depth (in)	Width (in)	Depth (in)	Width (in)																																		
																																					
<b>SURFACE</b>	<b>DOWN</b>																																				
																																					
<b>INFLOW</b>	<b>OUTFLOW</b>																																				



**Figure 111 – Site Information (Site 8)**

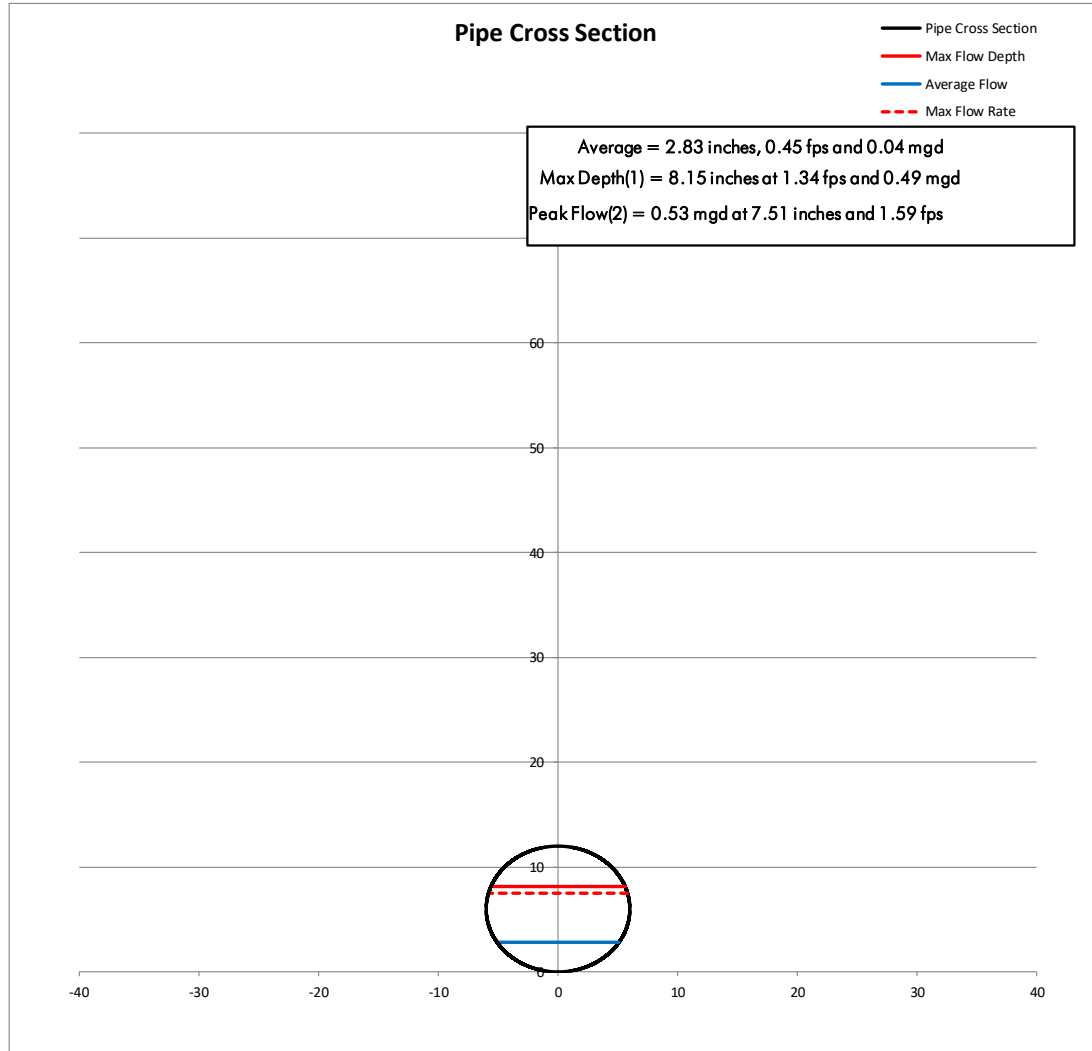
**SITE INFORMATION RECORD**

**Site Information**

Meter ID #:	8
Monitoring Program:	Short-Term FM
Manhole #:	N09-001

**Sewer Information**

Pipe Shape	Circle
Pipe Height, H (in):	12
Pipe Width, W (in):	12
Manning Roughness Coefficient, n:	0.013
As-Built Pipe Slope, S (ft/ft):	0.0004 ASSUMEDI



Site ID Number	Date	Diameter (in.)	Time	Level (in.) After Cleaning			Velocity (fps) After Cleaning			
				Manual	Meter	Diff	Manual	Meter	Diff	
Site 8	9/1/2021	12	10:00	2.75	2.80	0.05	0.50	0.43	-0.07	
	9/14/2021		9:22	3.00	3.30	0.30	0.50	0.40	-0.10	
	9/27/2021		9:30	3.00	3.00	0.00	0.50	0.50	0.00	
	10/13/2021		12:44	2.75	2.83	0.08	0.50	0.34	-0.16	
	10/26/2021		9:47	3.00	3.20	0.20	0.50	0.47	-0.03	
	11/8/2021		9:24	3.00	3.25	0.25	0.50	0.51	0.01	
	11/30/2021		9:56	2.50	0.00	-2.50	1.00	0.00	-1.00	

Figure 112 – September Monthly Flow Hydrograph (Site 8)

**SITE 8 HYDROGRAPH**  
**(MH N09-001) 12"**

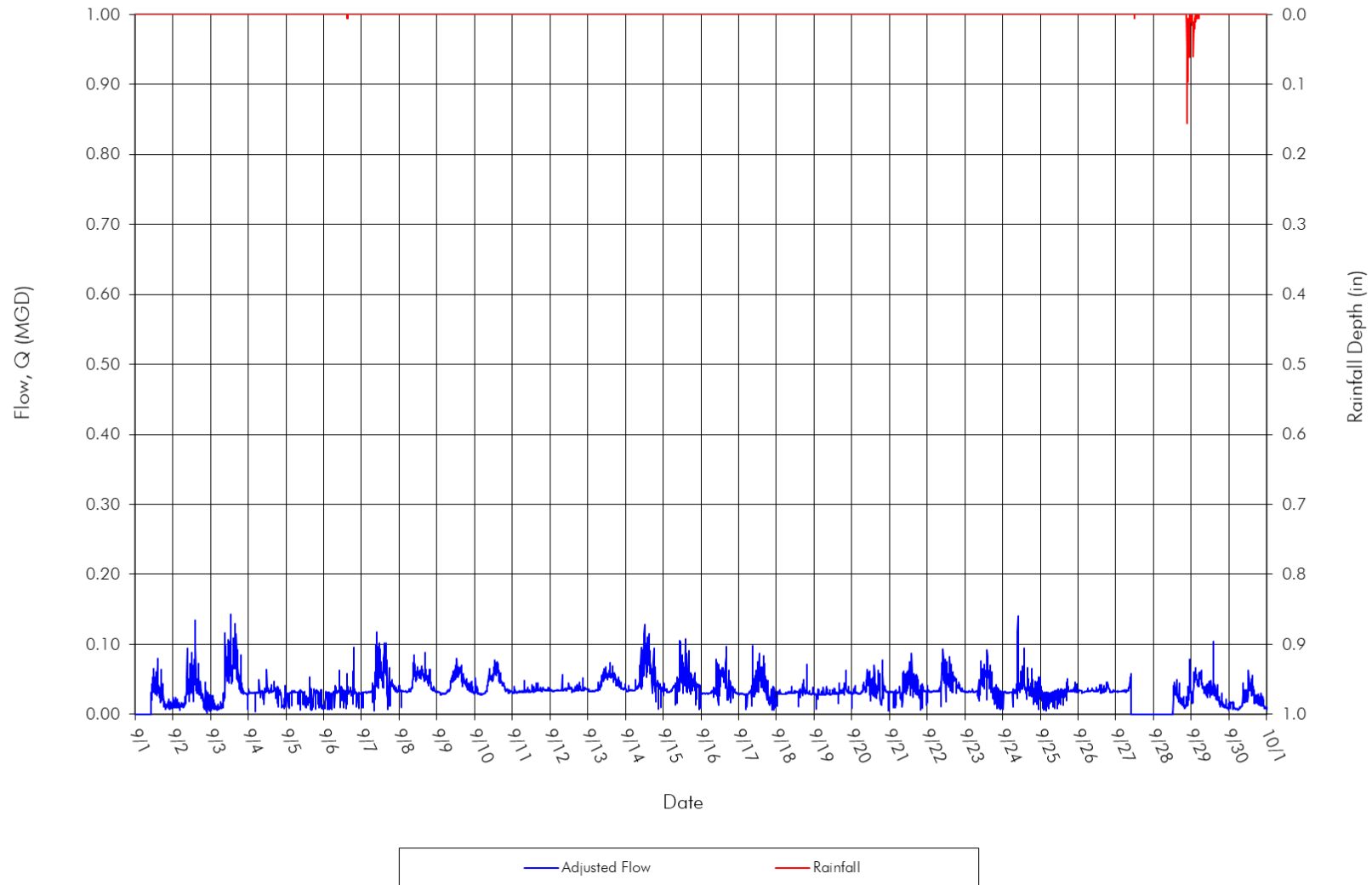


Figure 113 – September Monthly Level and Velocity Hydrograph (Site 8)

SITE 8 LEVEL & VELOCITY

(MH N09-001) 12"

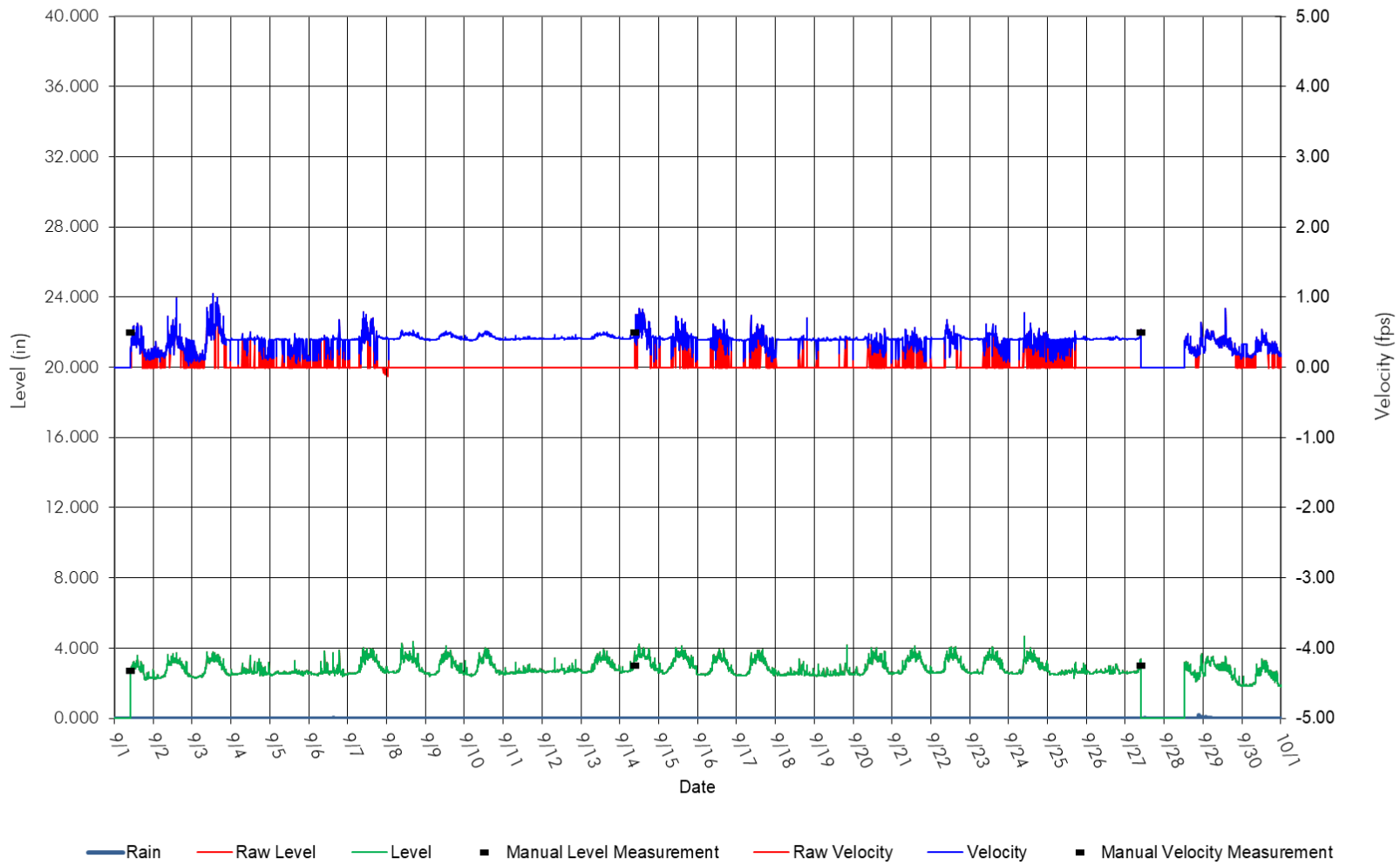


Figure 114 – October Flow Hydrograph (Site 8)

**SITE 8 HYDROGRAPH**  
**(MH N09-001) 12"**

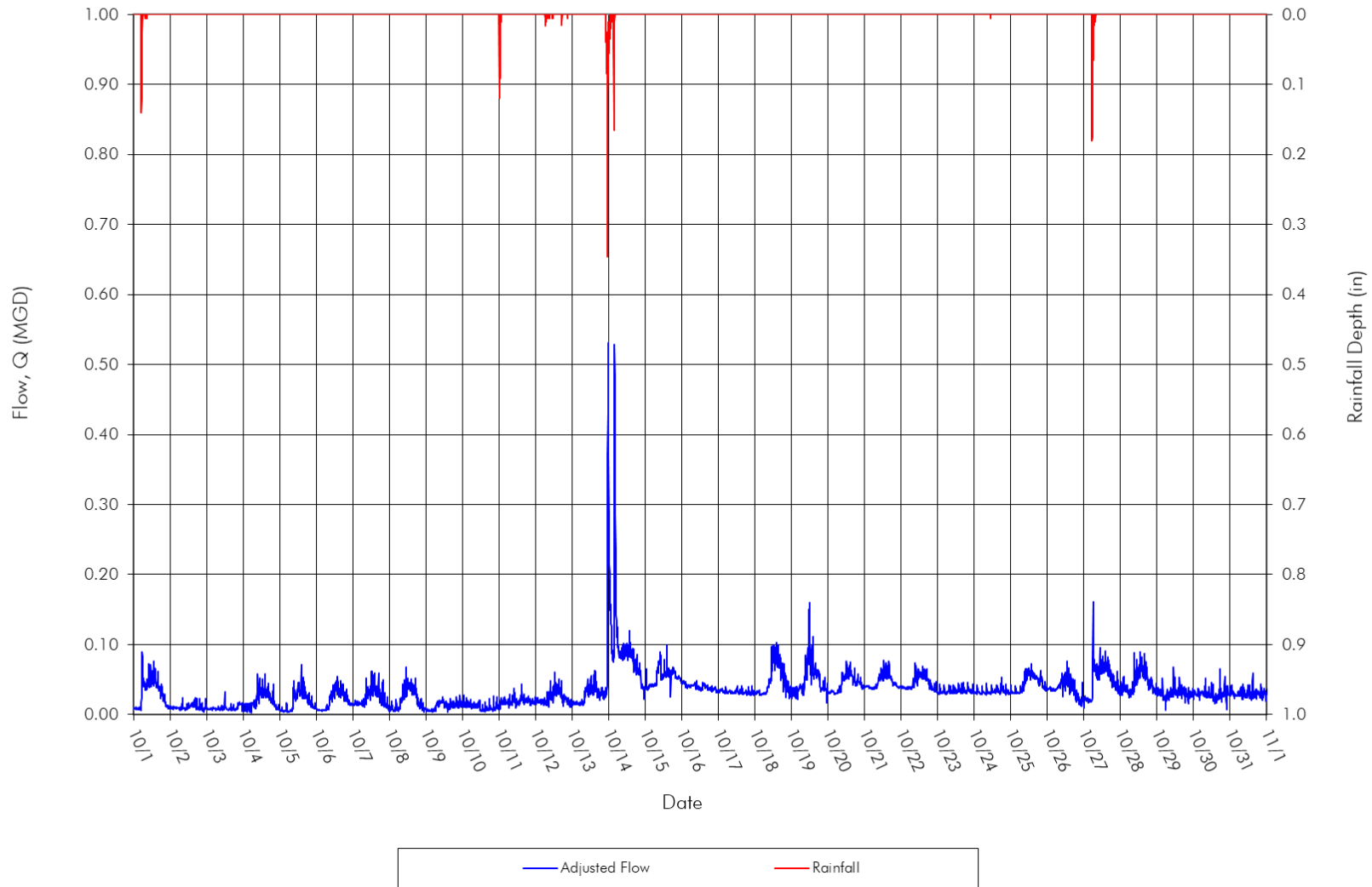


Figure 115 – October Monthly Level and Velocity Hydrograph (Site 8)

SITE 8 LEVEL & VELOCITY

(MH N09-001) 12"

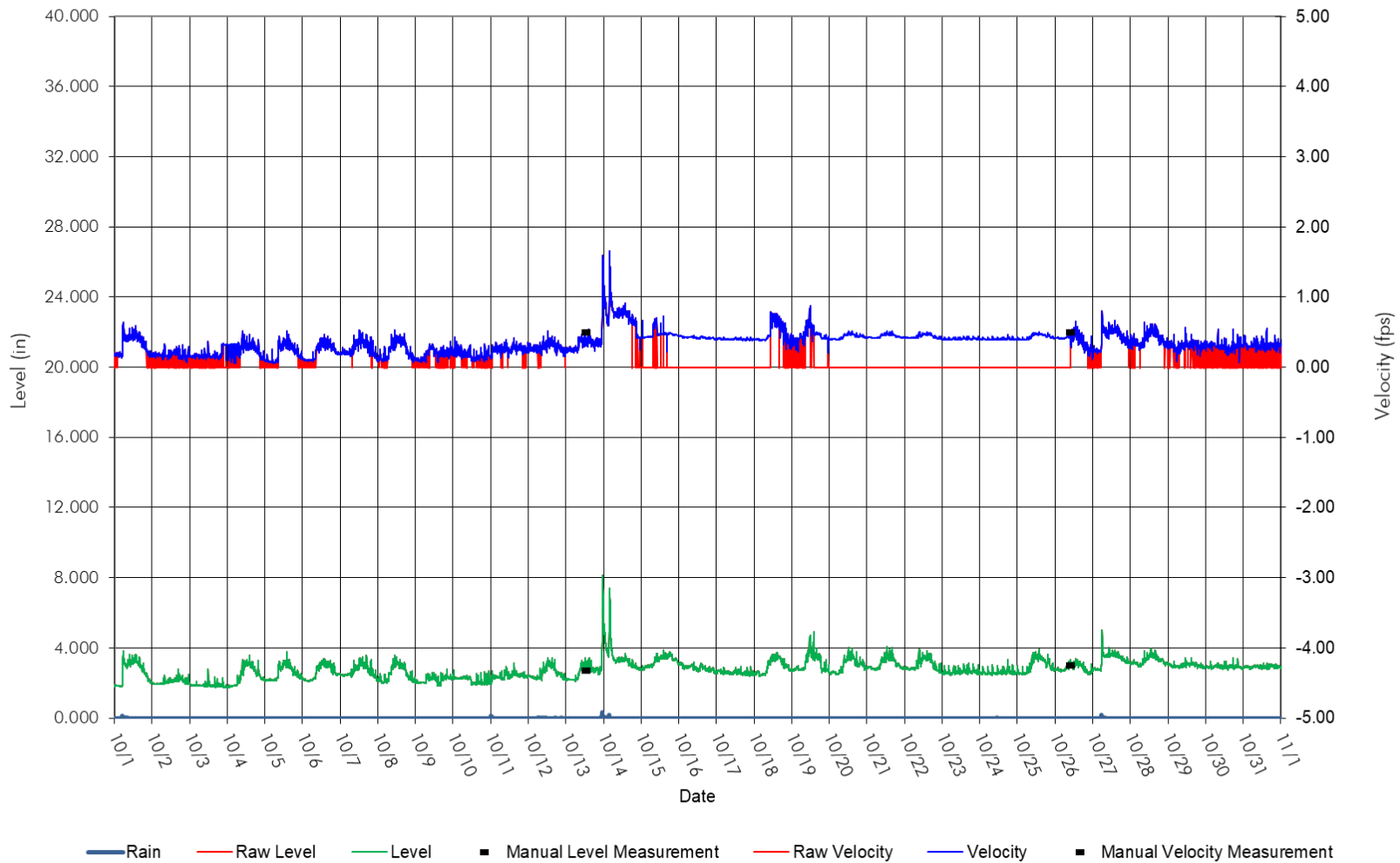




Figure 116 – November Monthly Flow Hydrograph (Site 8)

**SITE 8 HYDROGRAPH**  
**(MH N09-001) 12"**

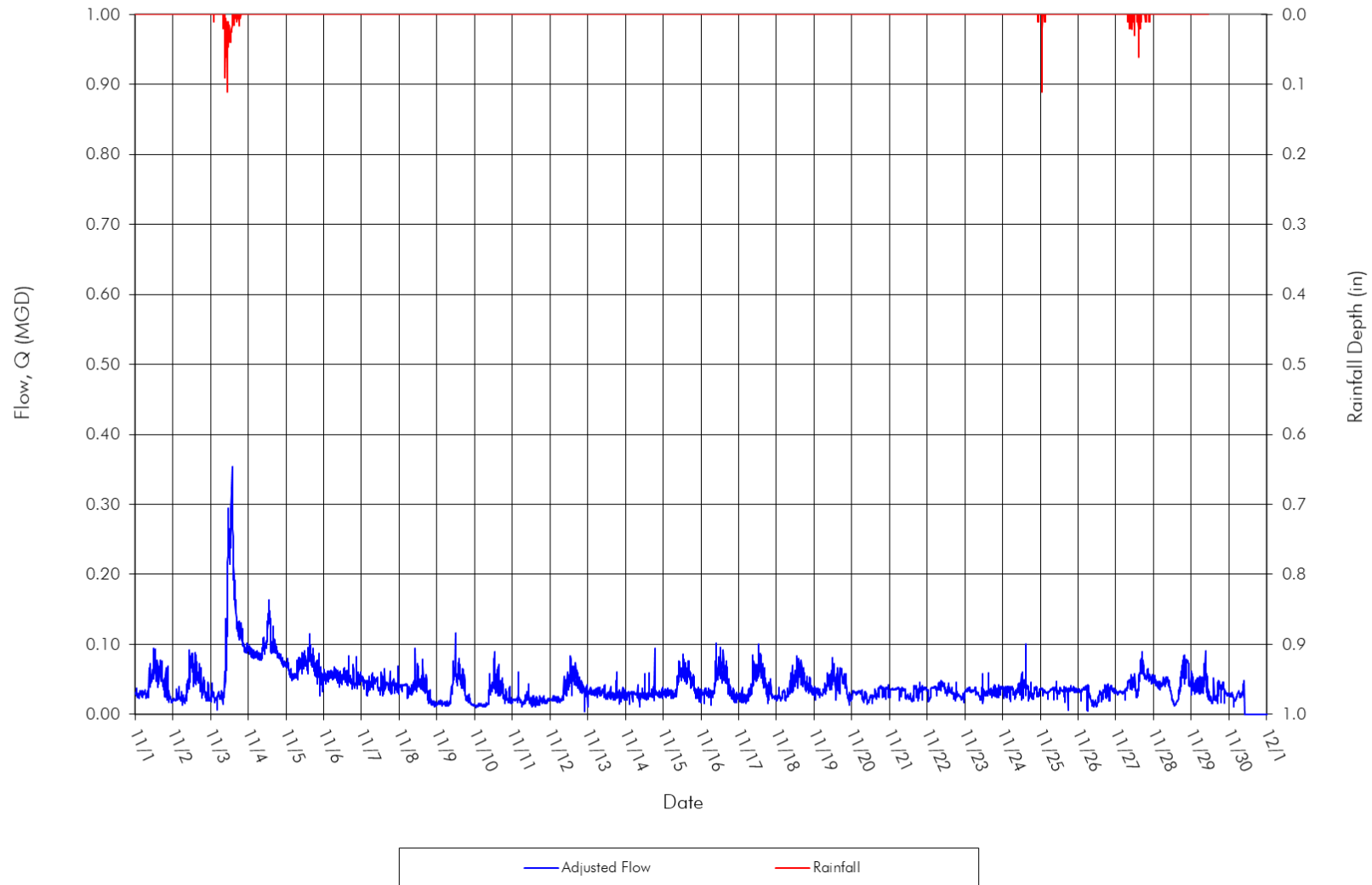


Figure 117 – November Level and Velocity Hydrograph (Site 8)

SITE 8 LEVEL & VELOCITY

(MH N09-001) 12"

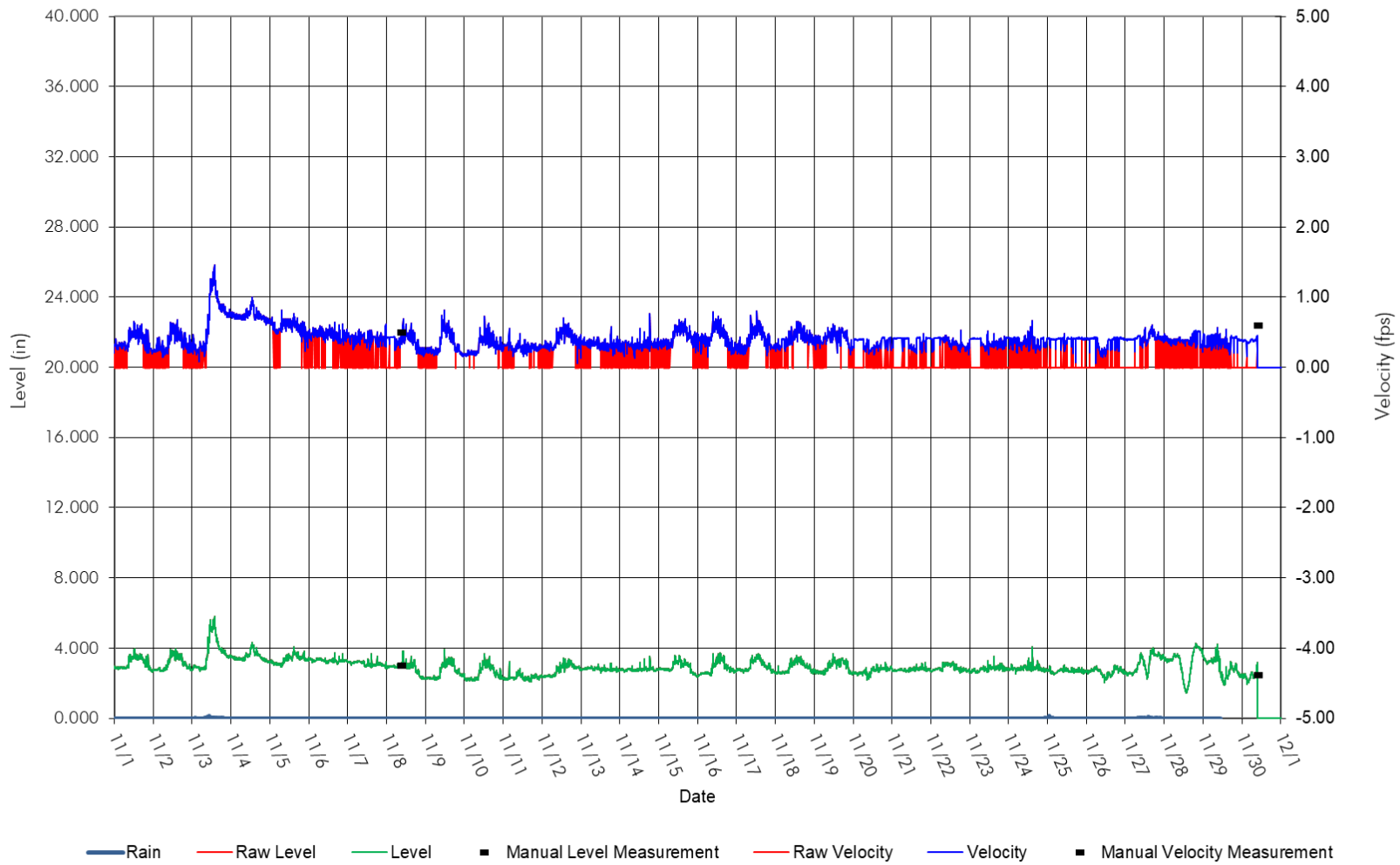


Figure 118 – Overall Flow Hydrograph (Site 8)

### SITE 8 HYDROGRAPH (MH N09-001) 12"

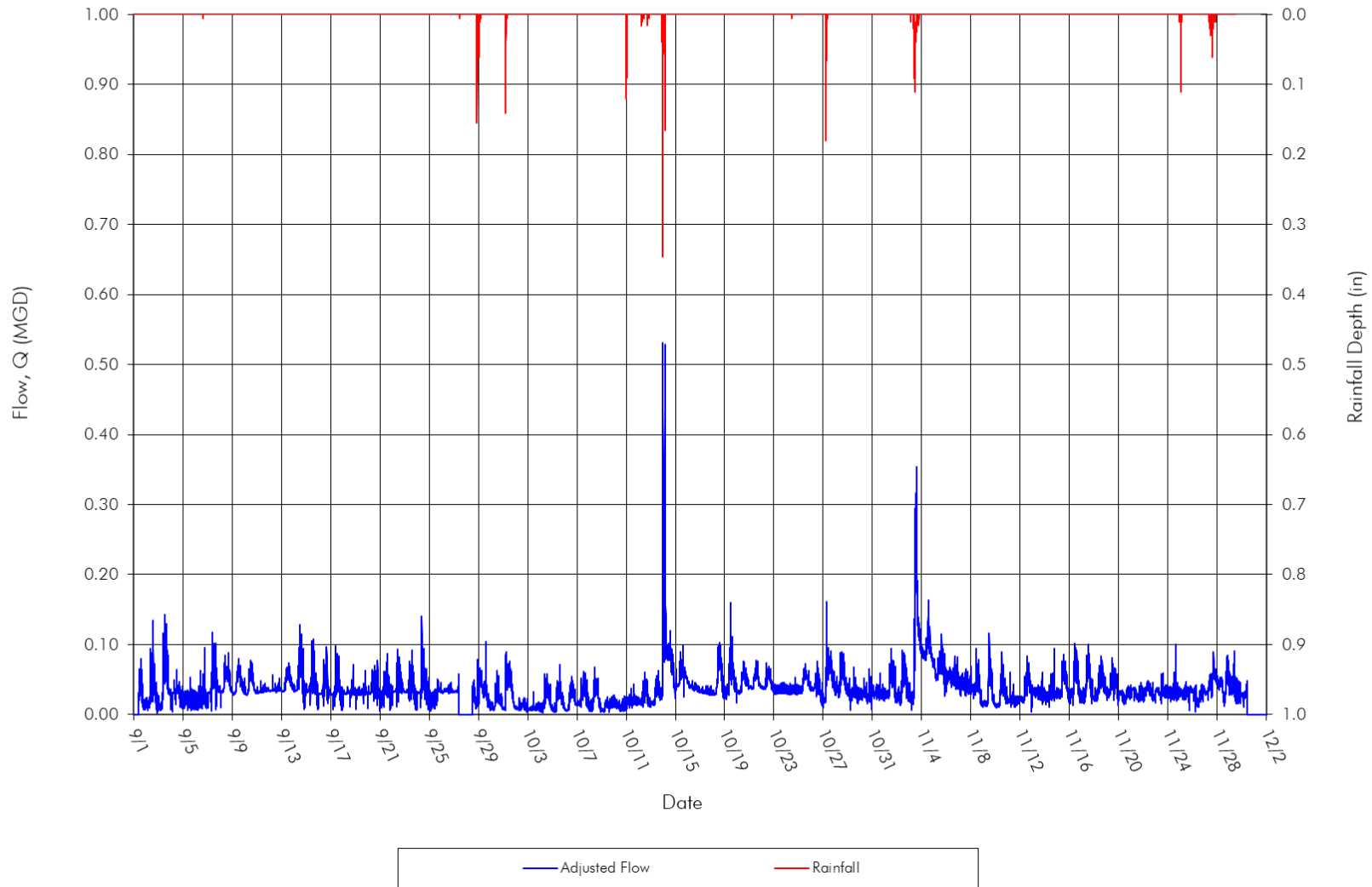


Figure 119 – Overall Level and Velocity Hydrograph (Site 8)

SITE 8 LEVEL & VELOCITY

(MH N09-001) 12"

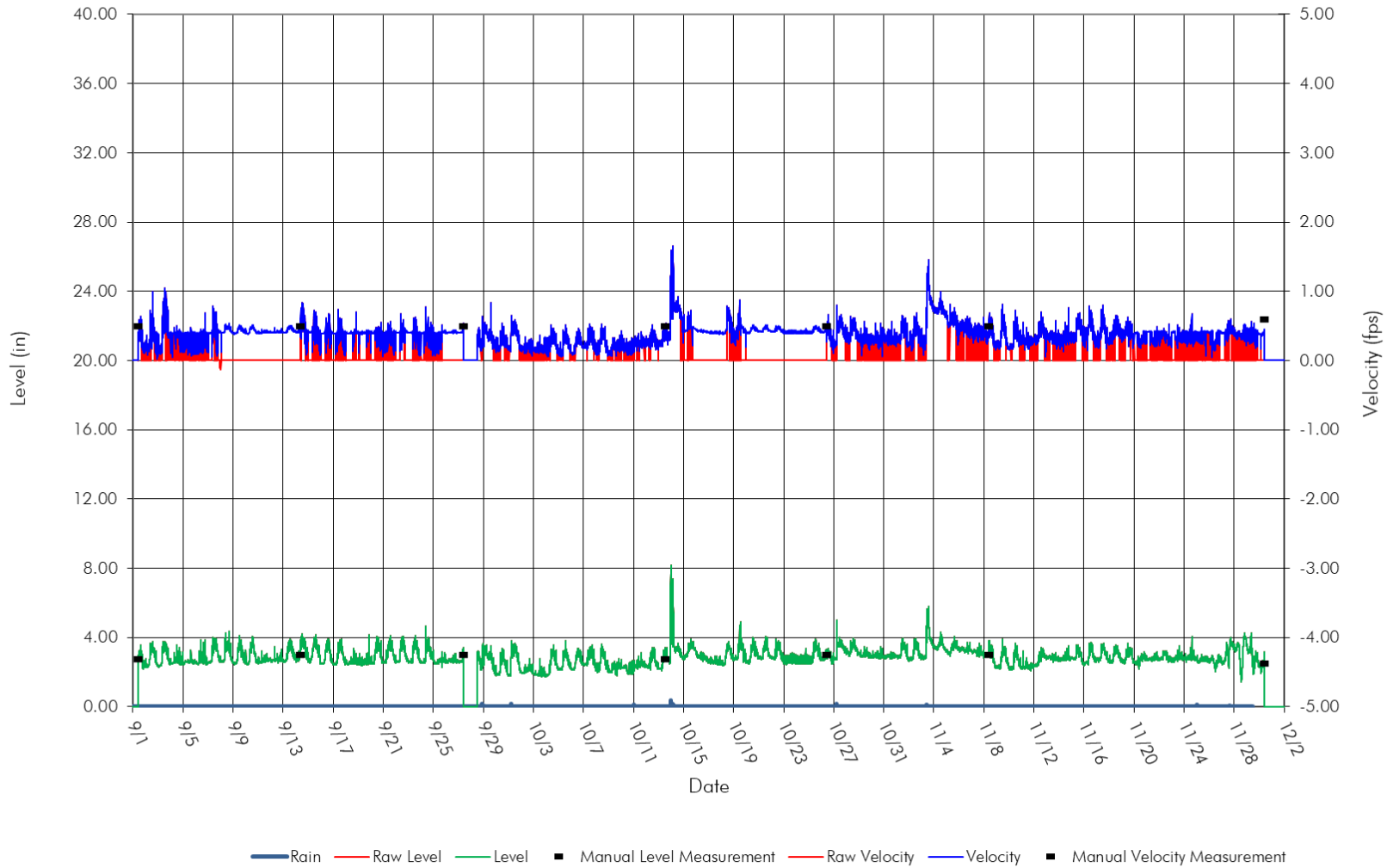
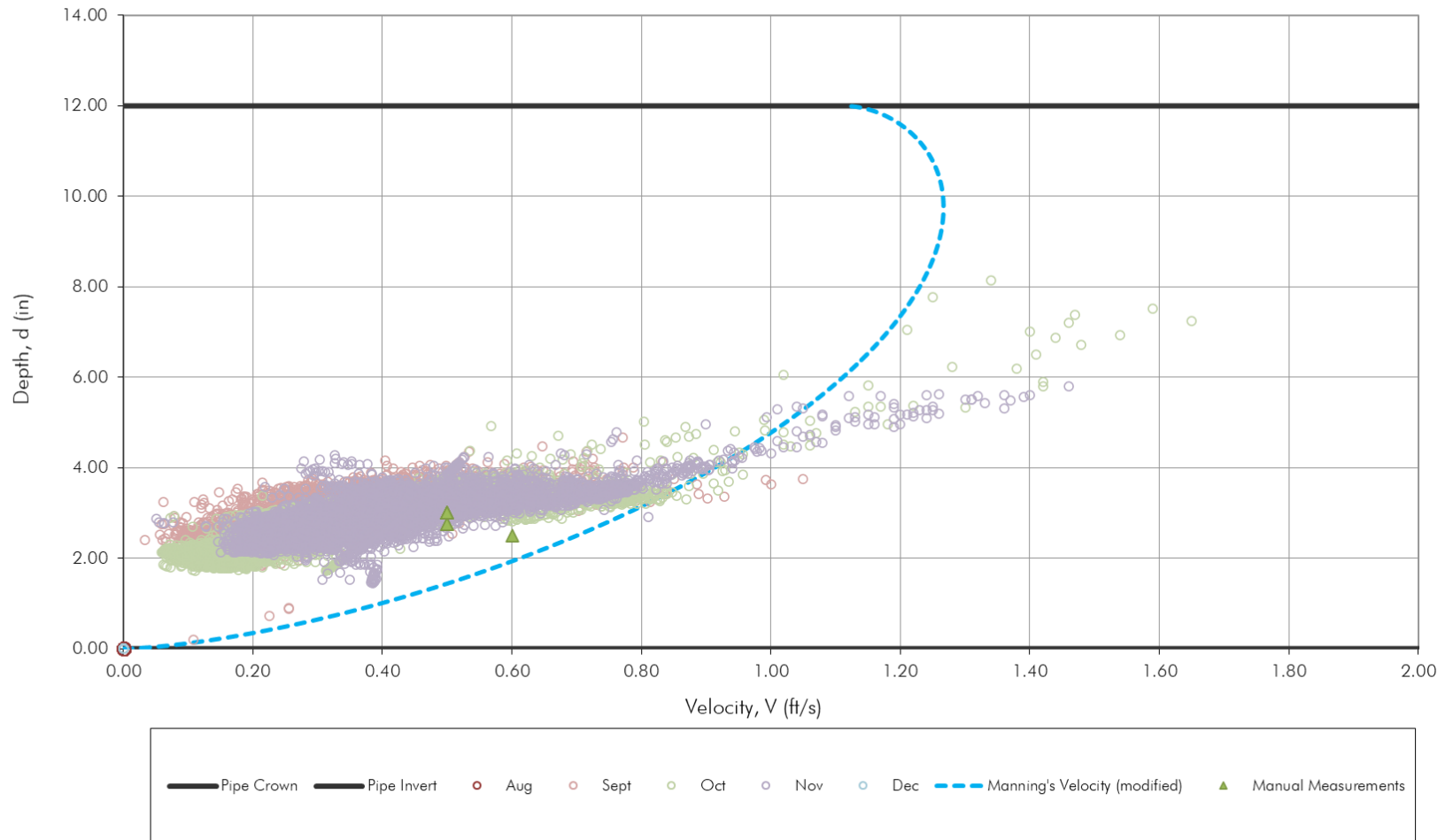


Figure 120 – Standard Flow Scattergraph (Site 8)

**SITE 8 SCATTERGRAPH**  
**(MH N09-001) 12"**



**Figure 121 – ADDF and Infiltration Summary (Site 8)**

AVERAGE DAILY DRY WEATHER FLOW, WASTEWATER PRODUCTION, AND INFILTRATION							
Project Name: City of Manor Flow Monitoring Fall 2021							
Project No: 14925		Units of Flow: MGD					
Subsystem: 8							
Meter: 8							
(1) DW/LG Date	(2) Day	(3) Avg. Dry Weather (ADDF) Flow	(4) Peak Hourly Dry Weather Flow	(5) Diurnal Peaking Factor	(6) DW/LG Lowest 3-Hour Flow	(7) DW/HG Date	(8) DW/HG Lowest 3-Hour Flow
12-Sep-21	Sun	0.052	0.059	1.151	0.049		
13-Sep-21	Mon	0.064	0.090	1.391	0.048		
14-Sep-21	Tue	0.059	0.090	1.520	0.049		
15-Sep-21	Wed	0.053	0.077	1.448	0.044		
16-Sep-21	Thu	0.047	0.062	1.329	0.041	04-Nov-21	0.073
17-Sep-21	Fri	0.041	0.065	1.579	0.027	15-Oct-21	0.056
18-Sep-21	Sat	0.044	0.057	1.294	0.039	16-Oct-21	0.051
<b>7 Count</b>		<b>0.052 Average</b>	<b>0.072 Average</b>	<b>1.388 Average</b>	<b>0.042 Average</b>	<b>3 Count</b>	<b>0.060 Average</b>

Notes:

DW/LG = Dry Weather/Low Groundwater

DW/HG = Dry Weather/High Groundwater

<b>Summary:</b>	Wastewater Production (WWP):	<b>0.052</b> (Assume = ADDF or enter value)
	Avg. Dry Weather Flow (ADDF):	<b>0.052</b>
	Diurnal Peaking Factor (DPF):	<b>1.388</b>
	Dry Weather Infiltration (DWI):	<b>0.000</b> (ADDF - WWP)
	Wet Weather Infiltration Increase (WWI):	<b>0.018</b> (DW/HG - DW/LG)
	Total Infiltration (TI):	<b>0.018</b> (WWI + DWI, DWI > 0)
	Large User Flow	<b>0.000</b>
	Distributed Flow (ADDF - Large User)	<b>0.052</b>

Figure 122 – Dry Weather Diurnal (Site 8)

DIURNAL CURVES  
Meter ID #:8

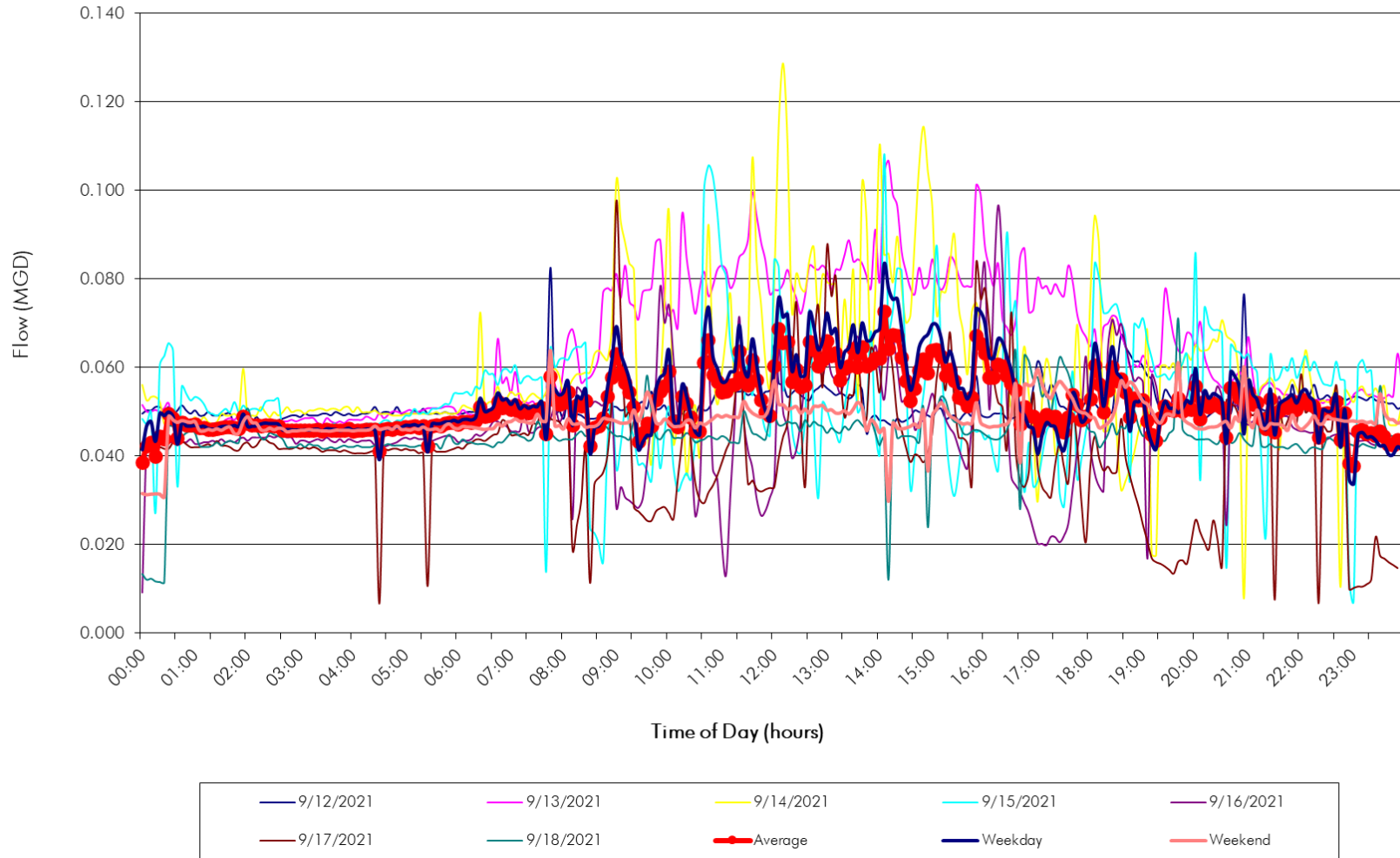


Figure 123 – High/Low Groundwater Diurnal (Site 8)

DRY WEATHER/HIGH GROUNDWATER VS.  
DRY WEATHER/LOW GROUNDWATER  
Meter ID #:8

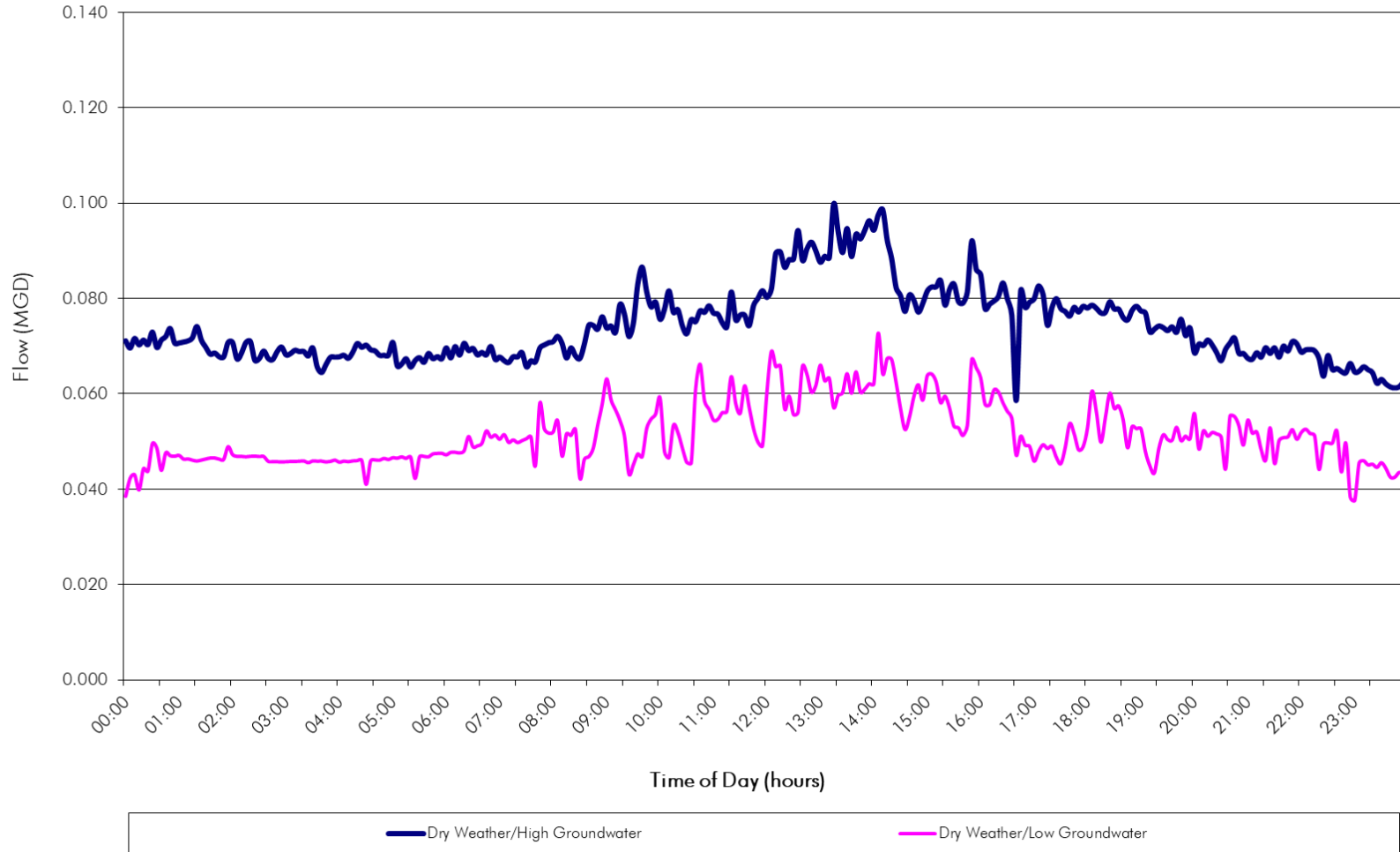




Table 34 – Inflow Calculations and Projections (Site 8)

INFLOW CALCULATIONS AND PROJECTIONS																																																															
Project Name: City of Manor Flow Monitoring Fall 2021																																																															
Project No.: 14925																																																															
Subsystem: 8																																																															
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Units of Flow: MGD																																																															
<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Storm Count: 7</td> <td style="width: 30%;">Cum. Trib. Area: 136 acres</td> <td style="width: 40%;">Pipe Shape: Circular</td> </tr> <tr> <td>Avg Delta Time: 105</td> <td>Cum. Time of Conc.: 105 minutes</td> <td>Pipe Diameter: 12 in</td> </tr> <tr> <td>Avg Kp: 0.00333</td> <td></td> <td>Pipe Slope: 0.001 ft/ft</td> </tr> <tr> <td>Avg Selected Kp: 0.00381</td> <td></td> <td>Pipe Capacity: 0.57 mgd</td> </tr> <tr> <td></td> <td></td> <td>ADDF Cum.: 0.052 mgd</td> </tr> <tr> <td></td> <td></td> <td>ADDF Peak Factor: 1.39</td> </tr> <tr> <td></td> <td></td> <td>Peak ADDF Flow: 0.071 mgd</td> </tr> <tr> <td></td> <td></td> <td>Infiltration: 0.018 mgd</td> </tr> <tr> <td></td> <td></td> <td>Cum. Peak Flow: 0.089 mgd</td> </tr> <tr> <td></td> <td></td> <td>Manning's Coefficient, n: 0.013</td> </tr> </table>																			Storm Count: 7	Cum. Trib. Area: 136 acres	Pipe Shape: Circular	Avg Delta Time: 105	Cum. Time of Conc.: 105 minutes	Pipe Diameter: 12 in	Avg Kp: 0.00333		Pipe Slope: 0.001 ft/ft	Avg Selected Kp: 0.00381		Pipe Capacity: 0.57 mgd			ADDF Cum.: 0.052 mgd			ADDF Peak Factor: 1.39			Peak ADDF Flow: 0.071 mgd			Infiltration: 0.018 mgd			Cum. Peak Flow: 0.089 mgd			Manning's Coefficient, n: 0.013															
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100	2.480	0.830	1.284	0.919																																																											
(1) Storm Name	(2) Total Rainfall (in.)	(3) Length of Storm (hrs)	(4) Time Qp	(5) Time Ip	(6) Delta Time (min)	(7) Peak Flow Rate (mgd)	(8) WWP+Infiltr. Date	(9) WWP+Infiltr (mgd)	(10) Peak Inflow Rate (mgd)	(11) Rain i in/hr	(12) Kp	(13) Use? Y/N	(14) Selected *Kp*	(15) Time from Qp to 1/2 Inflow (hrs)	(16) *Kv*	(17) Selected *Kv*	(18) Calc. Inflow Vol. mg	(19) Note																																													
9/28/21 21:00	1.65	7.92	9/28/21 22:55	9/28/21 21:20	95	0.079	09/27/21	0.047	0.032	0.610	0.00060	y	0.00060																																																		
10/1/21 4:55	0.73	3.67	10/1/21 5:40	10/1/21 5:05	35	0.089	09/30/21	0.007	0.082	0.400	0.00234	y	0.00234																																																		
10/11/21 0:05	0.49	1.25	10/11/21 3:25	10/11/21 0:05	200	0.025	10/10/21	0.014	0.011	0.280	0.00046	n						No reaction																																													
10/13/21 21:55	3.15	6.00	10/13/21 23:40	10/13/21 23:10	30	0.531	10/12/21	0.014	0.518	1.150	0.00512	y	0.00512																																																		
10/27/21 5:15	0.89	2.42	10/27/21 6:05	10/27/21 5:25	40	0.161	10/20/21	0.045	0.117	0.470	0.00283	y	0.00283																																																		
11/3/21 2:10	1.89	16.83	11/3/21 13:45	11/3/21 10:35	190	0.354	11/02/21	0.044	0.310	0.440	0.00802	y	0.00802																																																		
11/27/21 7:45	0.70	13.92	11/27/21 16:50	11/27/21 14:25	145	0.089	11/20/21	0.030	0.059	0.170	0.00394	y	0.00394																																																		

Figure 124 – Inflow Projections (Site 8)

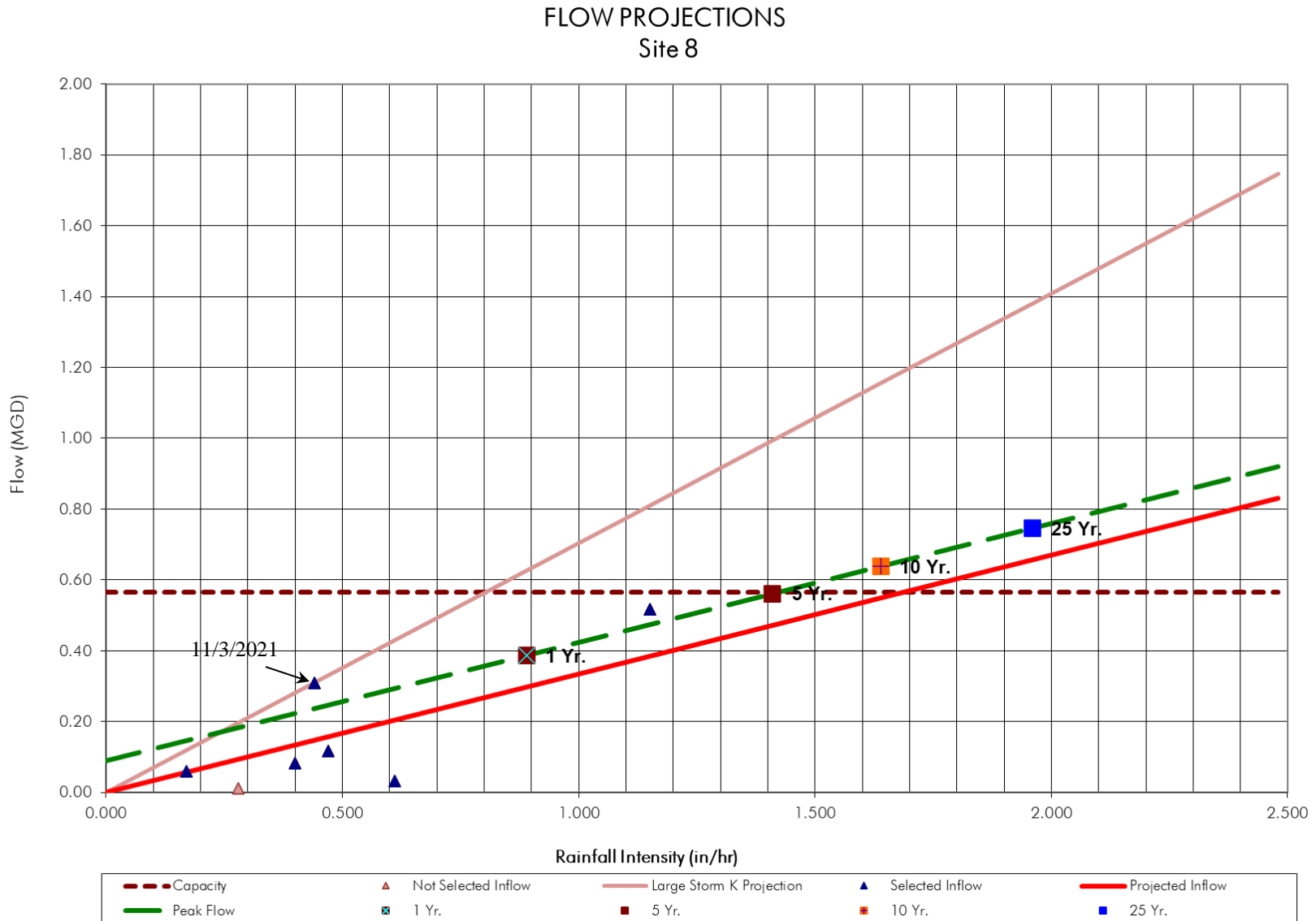
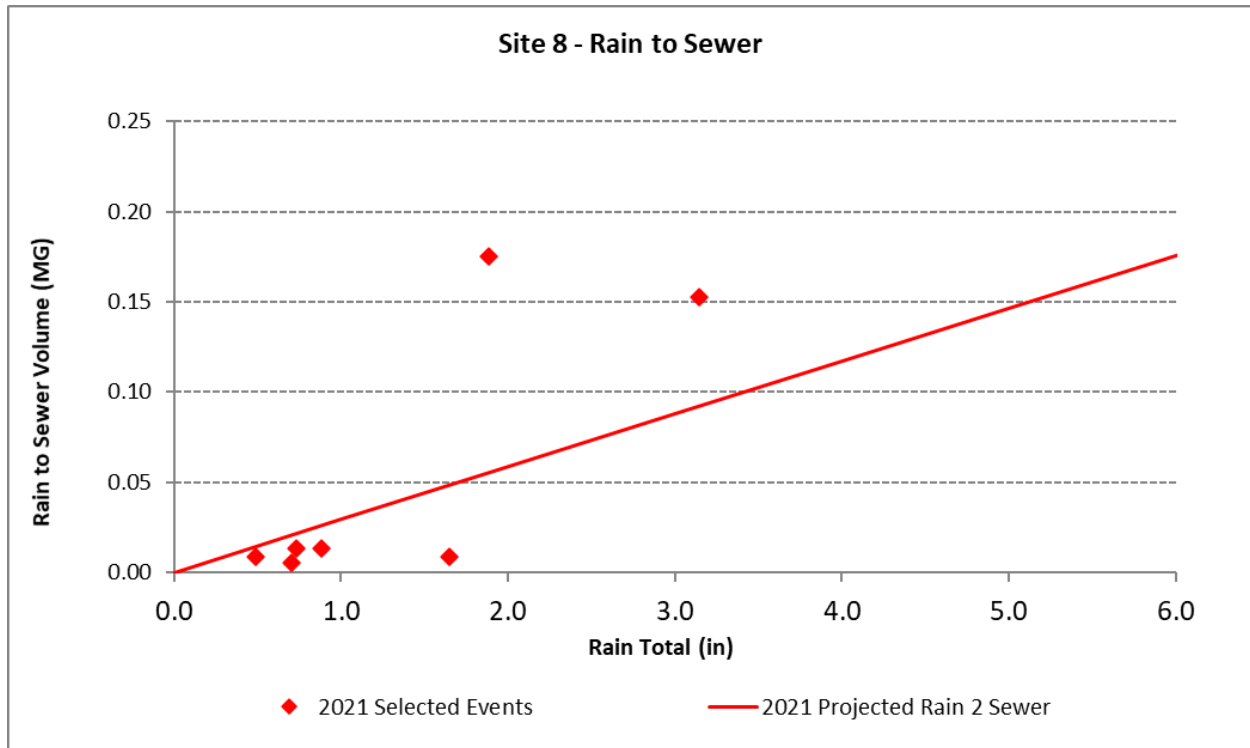


Table 35 – Rain to Sewer Summary (Site 8)

Meter Site	Storm Date	Storm Rain Depth (in)	Rain Volume (MG)	Storm I&I Volume (MG)	Rain to Sewer (%)
Site 8 (12")	9/28/2021	1.65	6.093	0.009	0.14%
	10/1/2021	0.73	2.696	0.013	0.48%
	10/11/2021	0.49	1.791	0.009	0.48%
	10/13/2021	3.15	11.614	0.153	1.32%
	10/27/2021	0.89	3.268	0.013	0.40%
	11/3/2021	1.89	6.961	0.175	2.51%
	11/27/2021	0.70	2.585	0.005	0.21%
	<b>Average</b>				

Figure 125 – Rain to Sewer Volumetric Analysis (Site 8)



### A.9 Site 9

#### Description

Site 9, at manhole I13-026 in the middle of asphalt street near the North Stonewater lift station. The area velocity sensor was installed in the 12” diameter PVC influent pipe. This monitoring site measured flows that collect at the North Stonewater Lift Station that are pumped to Basin 2 which further flows to Basin 1 which contributes to the Wilbarger Wastewater Treatment Plant.

#### Observations

The average flow depth was found to be approximately 3.01 inches and average velocity of 1.12 feet per second. This site experienced light debris and light silting. The site had very minimal velocity dropouts that were autocorrected with valid meter recordings. The level and velocity readings were consistent with manual measurements during site visits. The site is considered a good monitoring site.

Site 9 experienced one wet weather surcharge event in 2021.

**Table 36 – Surcharge Summary (Site 9)**

		<b>Date of Storm</b>	<b>9/6/2021</b>
		<b>Total Storm Rainfall (in.)</b>	0.43"
<b>Site</b>	<b>Diameter (in.)</b>	<b>Storm Duration (hrs.)</b>	0.58
9	12	Depth from Invert (in.)	23.15 (P)

- (P) Denotes pressurized flow caused by lack of capacity  
(flow velocities generally increase as flow depths increase)
- (B) Denotes flow backup caused by downstream restriction  
(flow velocities generally decrease as flow depths increase)

**Table 37 – Service Interrogation Summary (Site 9)**

Site ID	Date	Time	Size	Level (in)			Level (in) After Cleaning			Velocity (fps)			Velocity After Cleaning (fps)				
Number	Install / Download		(in)	Manual	Meter	Diff.	Manual	Meter	Diff.	Manual	Meter	Diff.	Manual	Meter	Diff.	Purpose:	Comment:
Site 9	9/1/2021	11:15	12	2.50	2.30	-0.20	2.50	2.25	-0.25	1.25	1.15	-0.10	1.25	1.15	-0.10	Install	Meter installed at in pipe
	9/14/2021	11:16		2.50	2.38	-0.12	2.50	2.38	-0.12	1.00	1.03	0.03	1.00	1.08	0.08	Service/Upload	
	9/28/2021	10:14		2.75	2.80	0.05	3.00	3.12	0.12	1.00	0.86	-0.14	1.25	1.03	-0.22	Service/Upload	
	10/13/2021	10:57		3.50	3.40	-0.10	3.50	3.63	0.13	2.00	0.00	-2.00	1.00	1.18	0.18	Service/Upload	
	10/27/2021	10:50		3.75	3.68	-0.07	3.75	3.74	-0.01	1.00	1.02	0.02	1.00	1.09	0.09	Service/Upload	
	11/9/2021	10:58		3.25	3.71	0.46	3.00	3.60	0.60	1.25	1.17	-0.08	1.25	1.15	-0.10	Service/Upload	Light debris and silt.
	11/29/2021	12:11		2.75	3.23	0.48	3.00	2.95	-0.05	1.25	1.12	-0.13	1.25	1.16	-0.09	Removal	Light silt.

Figure 126 – Flow Meter Site Investigation (Site 9)

**Flow Meter Site Investigation**

<b>Project:</b> Manor I&I Program		<b>Location:</b> City of Manor, TX		<b>Date/Time:</b> 11-29-2021 / 12:11		<b>Crew:</b> JA-VI	
<b>MH#:</b> I13-026		<b>Pipe Shape:</b> Circular		<b>Pipe Material:</b> PVC		<b>Pipe Size (in):</b> 12	
<b>Site ID:</b> 9	<b>Address:</b> 15009 Talus Rd.		<b>Site Quality:</b> Fair		<b>Monitoring Purpose:</b> Short-term FM		
<b>Location Map</b>				<b>Planar Description</b>			
<p><b>Summary Description:</b>                  Located in middle of asphalt street near the North Stonewater Lift Station.</p>							
<b>Site Hazards</b>		<b>Measurements</b>			<b>Site Conditions</b>		
Heavy Traffic? Light		Manhole Depth (ft): 8.57			Surcharge Evidence? No		
Needed Traffic Attendants: 0		Manhole Dia. (in): 48.00			Depth of Surcharge (ft): 0.00		
H <sub>2</sub> S: 0	O <sub>2</sub> : 20.8	MH Cover Size (in): 24.00			Depth of Debris (in): 0.00		
LEL: 0	CO: 0	MH Cover Type: Standard			Usable MH Steps? No		
<p><b>Describe potential hazards:</b>                  Light traffic in residential subdivision. Cones and service truck lights need to be on during service.</p>		Measured Flow Depth (in): 3.00			Meter: ISCO 2150		
		Velocity (fps): 1.25			Cellular Signal Strength: N/A		
		Mounting Band Description: Spring Band			Antennae Install Considerations: N/A		
		Other Comments:			Permanent Power Available? No		



Installation Sketch & Notes	Pipe Cross Section																																				
<p style="text-align: center;">8.57'</p> <p>Flow Meter Location</p> <p>12' Southwest In</p> <p>8' Northeast In</p> <p>12' Northwest Out</p>	<p style="text-align: right;">12"</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 25%;">Depth (in)</th> <th style="width: 25%;">Width (in)</th> <th style="width: 25%;">Depth (in)</th> <th style="width: 25%;">Width (in)</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Depth (in)	Width (in)	Depth (in)	Width (in)																																
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<p style="text-align: center;"><b>SURFACE</b></p>	<p style="text-align: center;"><b>DOWN</b></p>																																				
<p style="text-align: center;"><b>INFLOW</b></p>	<p style="text-align: center;"><b>OUTFLOW</b></p>																																				



**Figure 127 – Site Information (Site 9)**

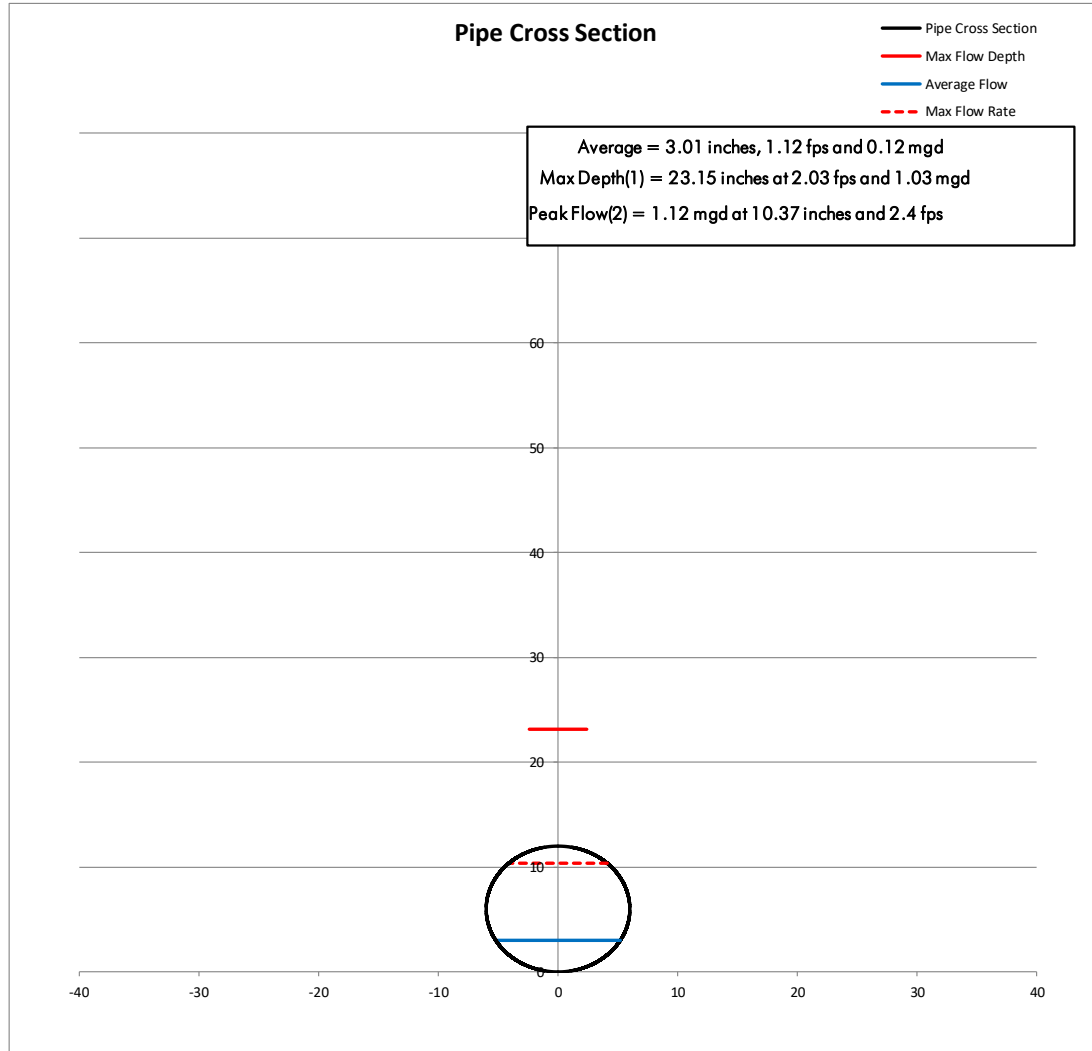
**SITE INFORMATION RECORD**

**Site Information**

Meter ID #:	9
Monitoring Program:	Short-Term FM
Manhole #:	113-026

**Sewer Information**

Pipe Shape	Circle
Pipe Height, H (in):	12
Pipe Width, W (in):	12
Manning Roughness Coefficient, n:	0.013
As-Built Pipe Slope, S (ft/ft):	0.0030 ASSUMEDI



Site ID Number	Date	Diameter (in.)	Time	Level (in.) After Cleaning			Velocity (fps) After Cleaning			
				Manual	Meter	Diff	Manual	Meter	Diff.	
Site 9	9/1/2021	12	11:15	2.50	2.25	-0.25	1.25	1.15	-0.10	
	9/14/2021		11:16	2.50	2.38	-0.12	1.00	1.08	0.08	
	9/28/2021		10:14	3.00	3.12	0.12	1.25	1.03	-0.22	
	10/13/2021		10:57	3.50	3.63	0.13	1.00	1.18	0.18	
	10/27/2021		10:50	3.75	3.74	-0.01	1.00	1.09	0.09	
	11/9/2021		10:58	3.00	3.60	0.60	1.25	1.15	-0.10	
	11/29/2021		12:11	3.00	2.95	-0.05	1.25	1.16	-0.09	



Figure 128 –September Monthly Flow Hydrograph (Site 9)

**SITE 9 HYDROGRAPH**  
**(MH I13-026) 12"**

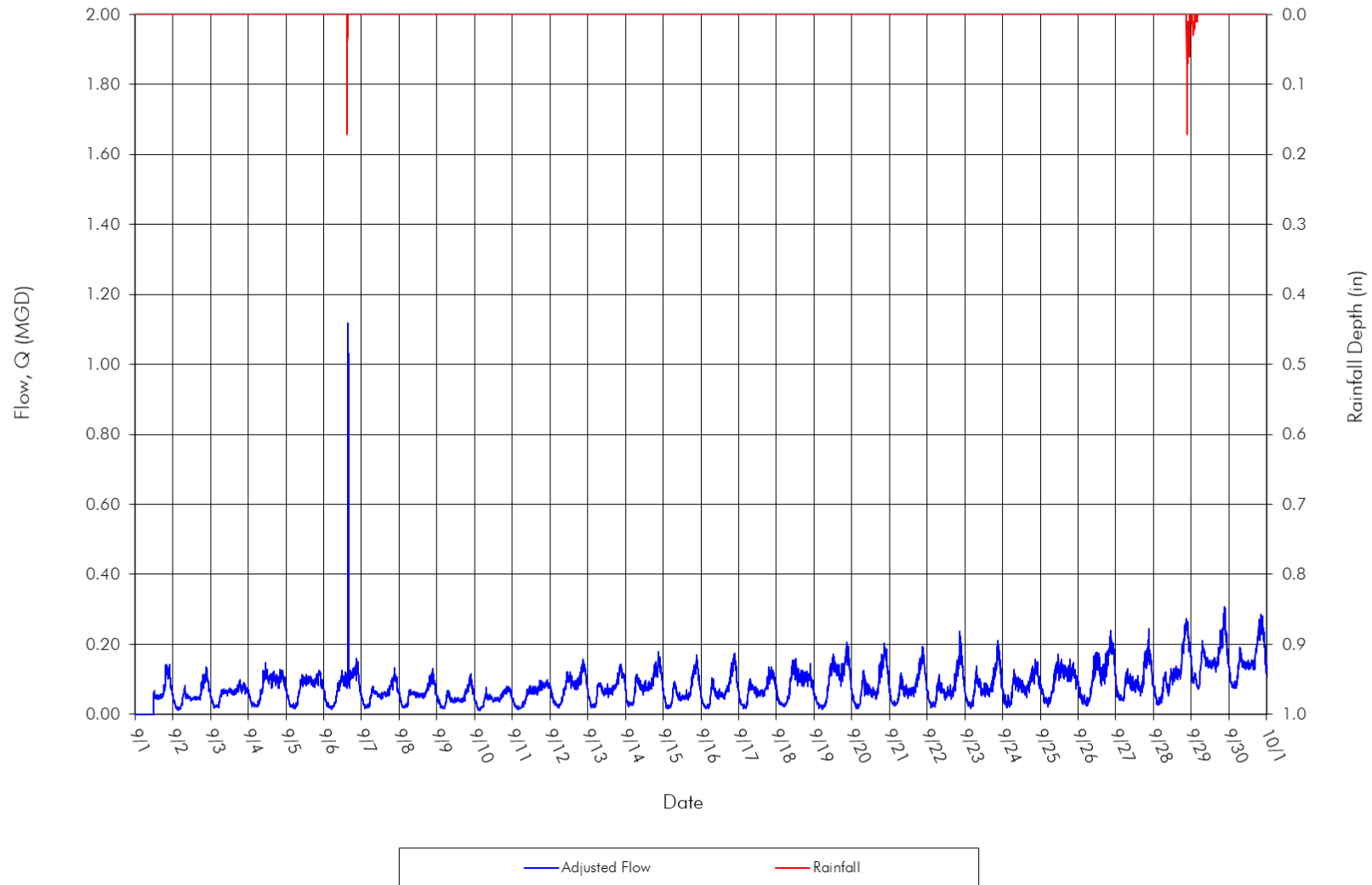


Figure 129 –September Monthly Level and Velocity Hydrograph (Site 9)

**SITE 9 LEVEL & VELOCITY**  
**(MH I13-026) 12"**

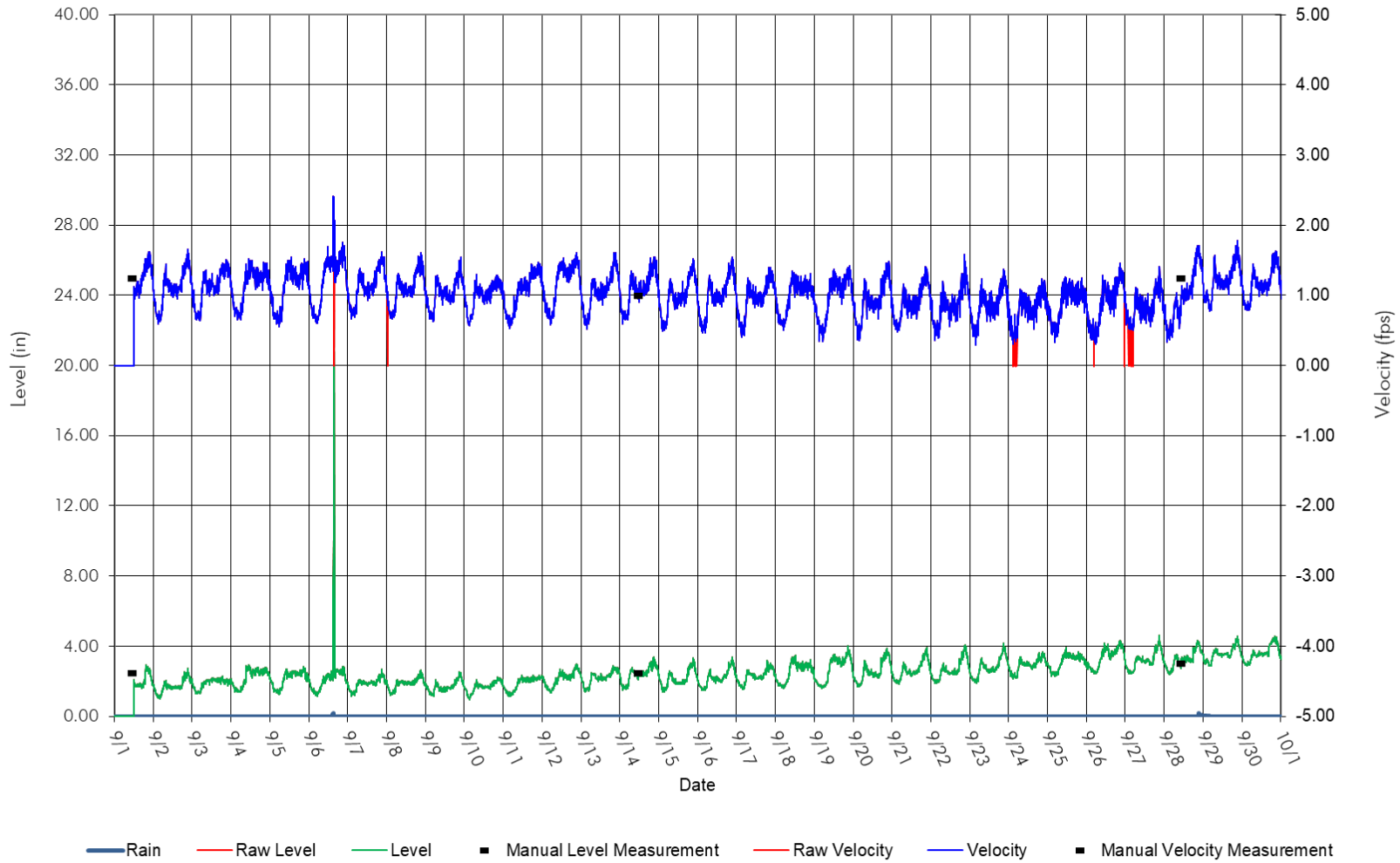


Figure 130 – October Flow Hydrograph (Site 9)

**SITE 9 HYDROGRAPH**  
**(MH I13-026) 12"**

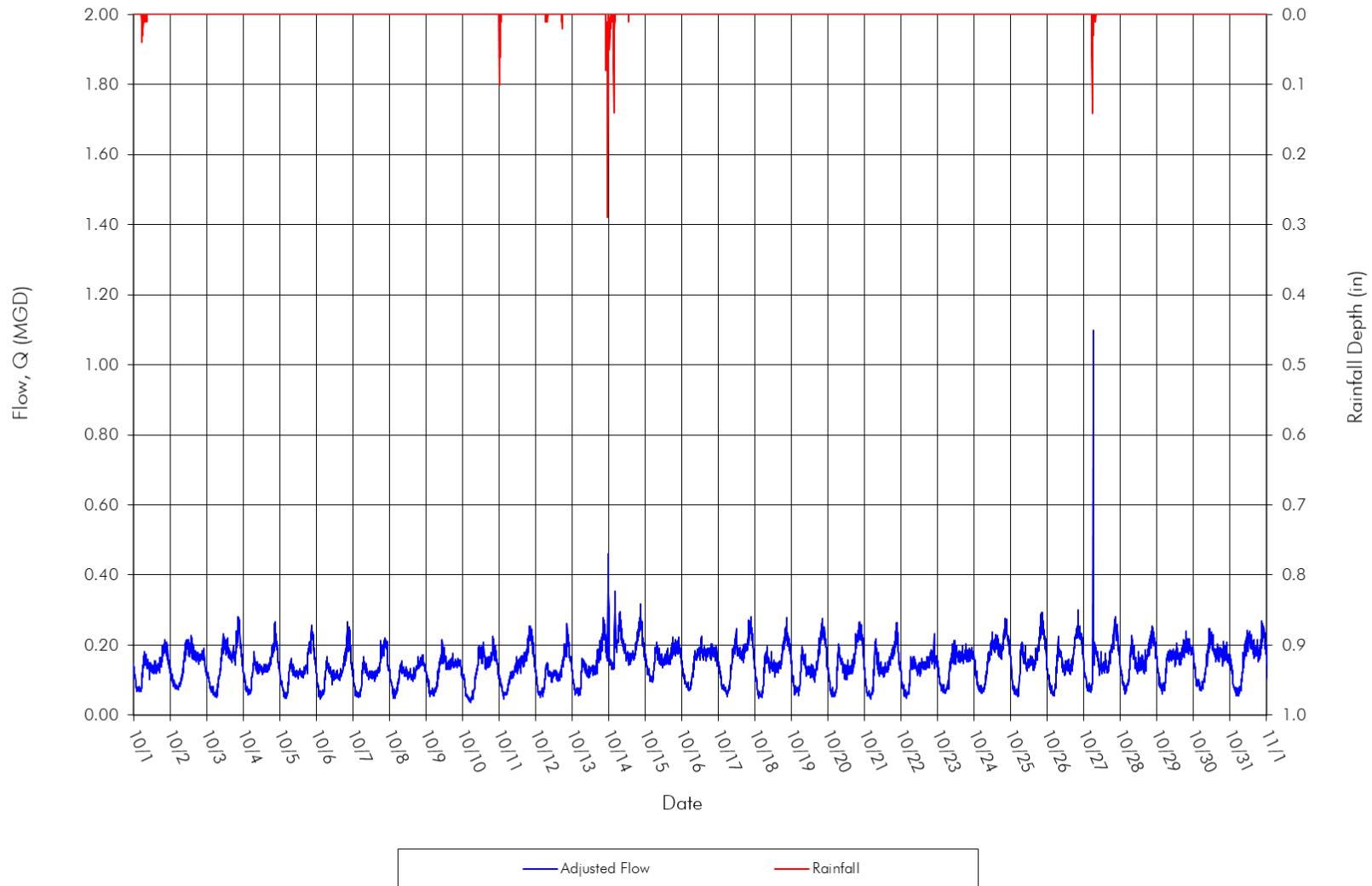


Figure 131 – October Monthly Level and Velocity Hydrograph (Site 9)

SITE 9 LEVEL & VELOCITY

(MH I13-026) 12"

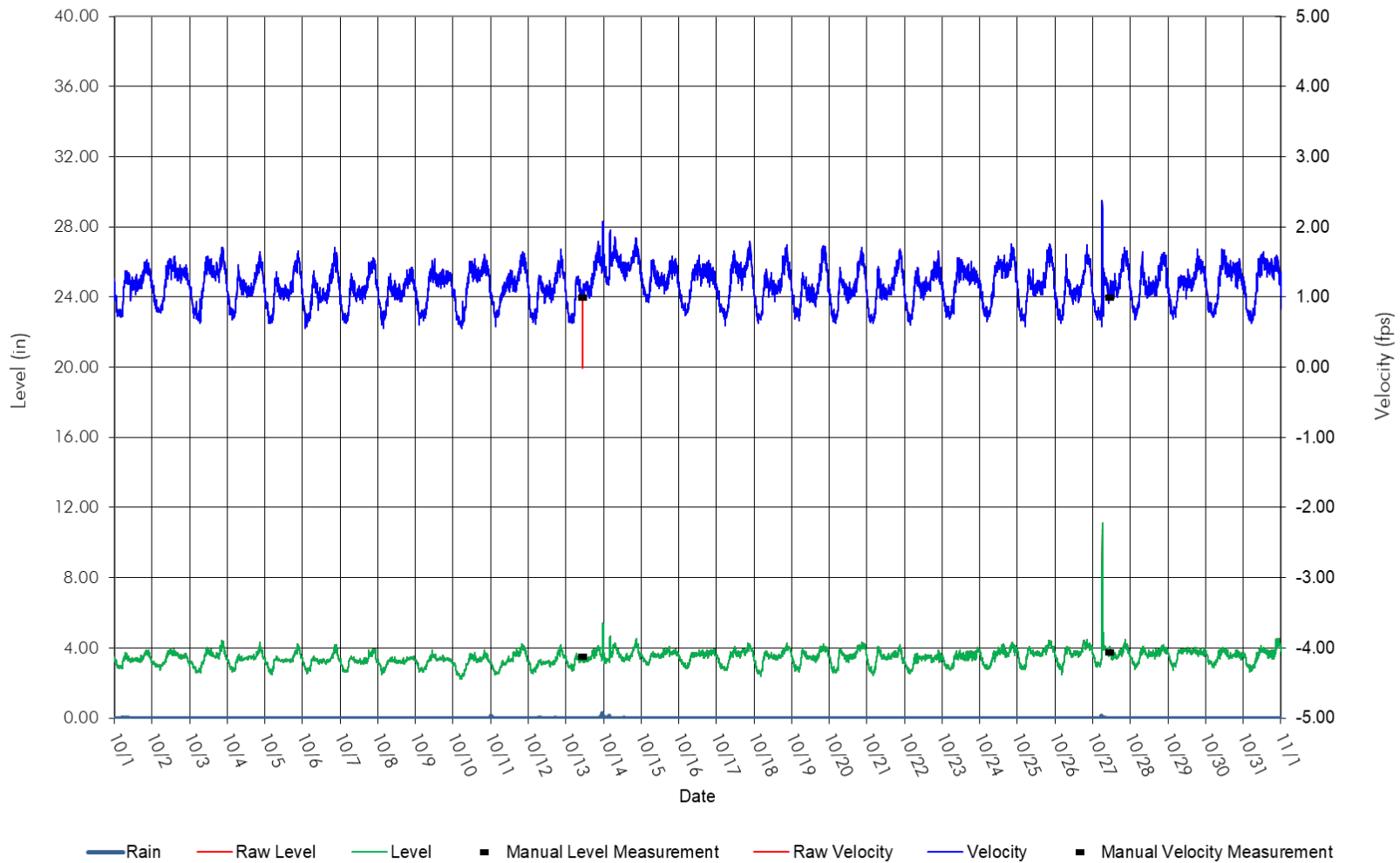


Figure 132 – November Monthly Flow Hydrograph (Site 9)

**SITE 9 HYDROGRAPH**  
**(MH I13-026) 12"**

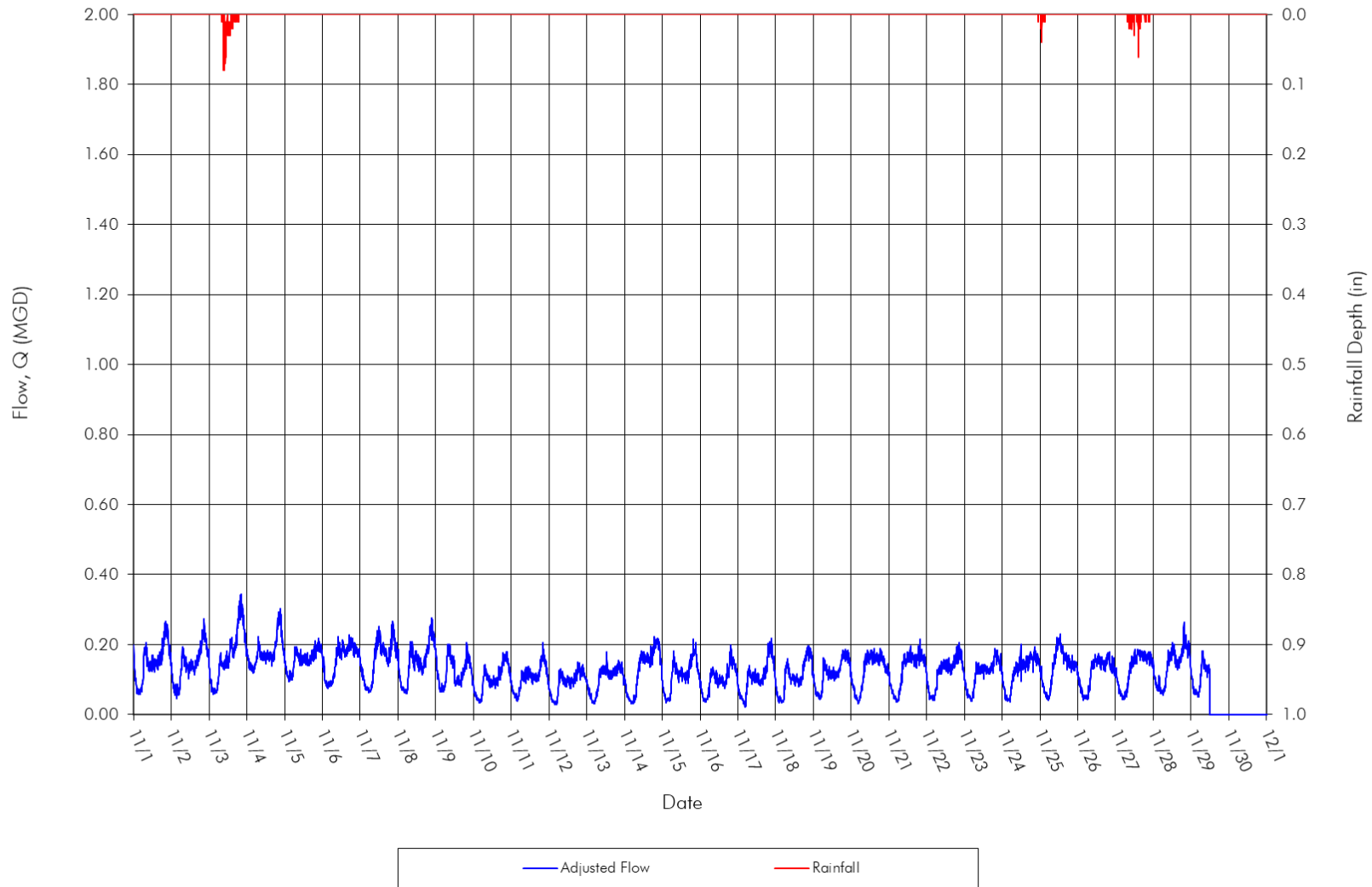


Figure 133 – November Level and Velocity Hydrograph (Site 9)

SITE 9 LEVEL & VELOCITY

(MH I13-026) 12"

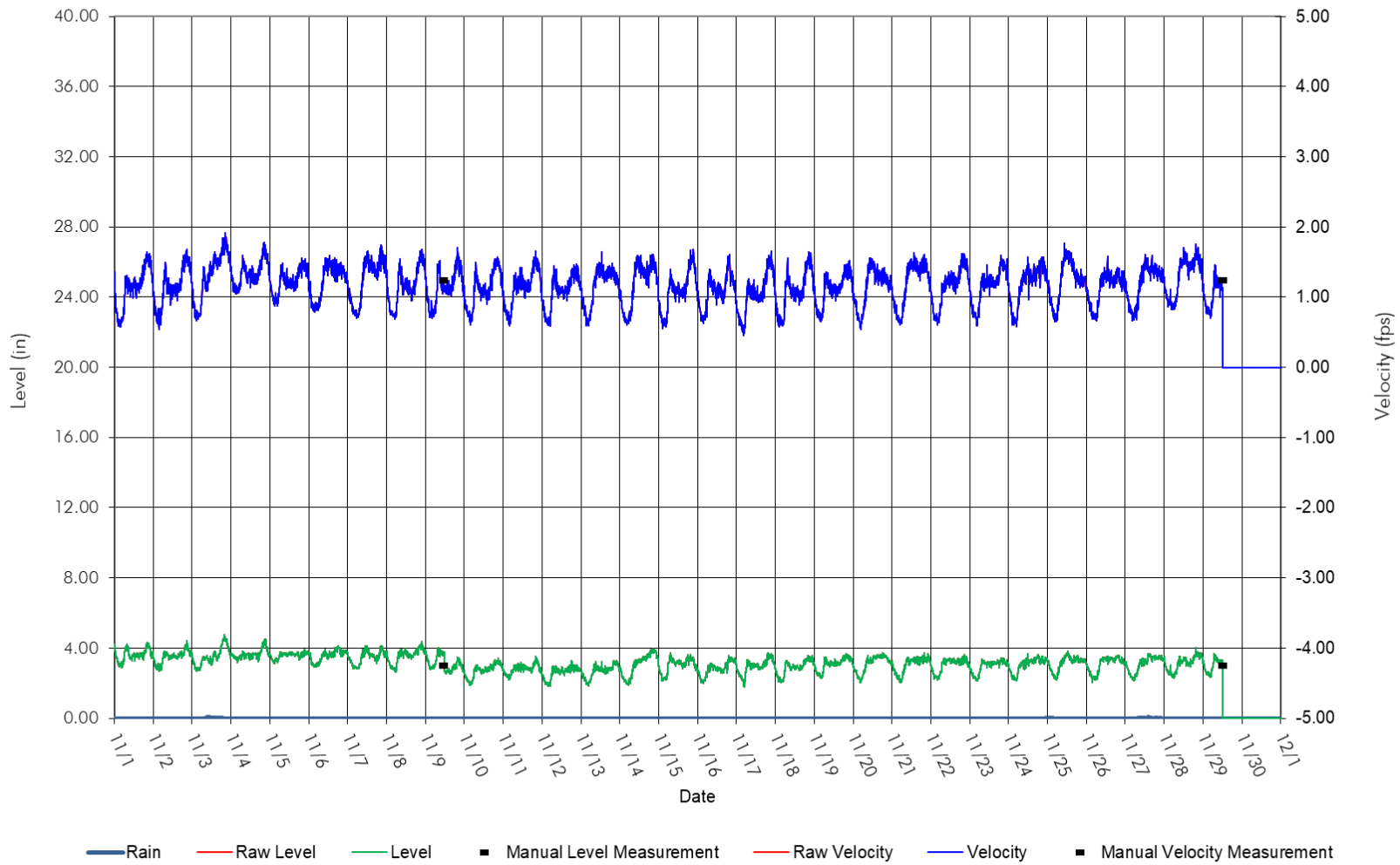


Figure 134 – Overall Flow Hydrograph (Site 9)

**SITE 9 HYDROGRAPH**  
**(MH I13-026) 12"**

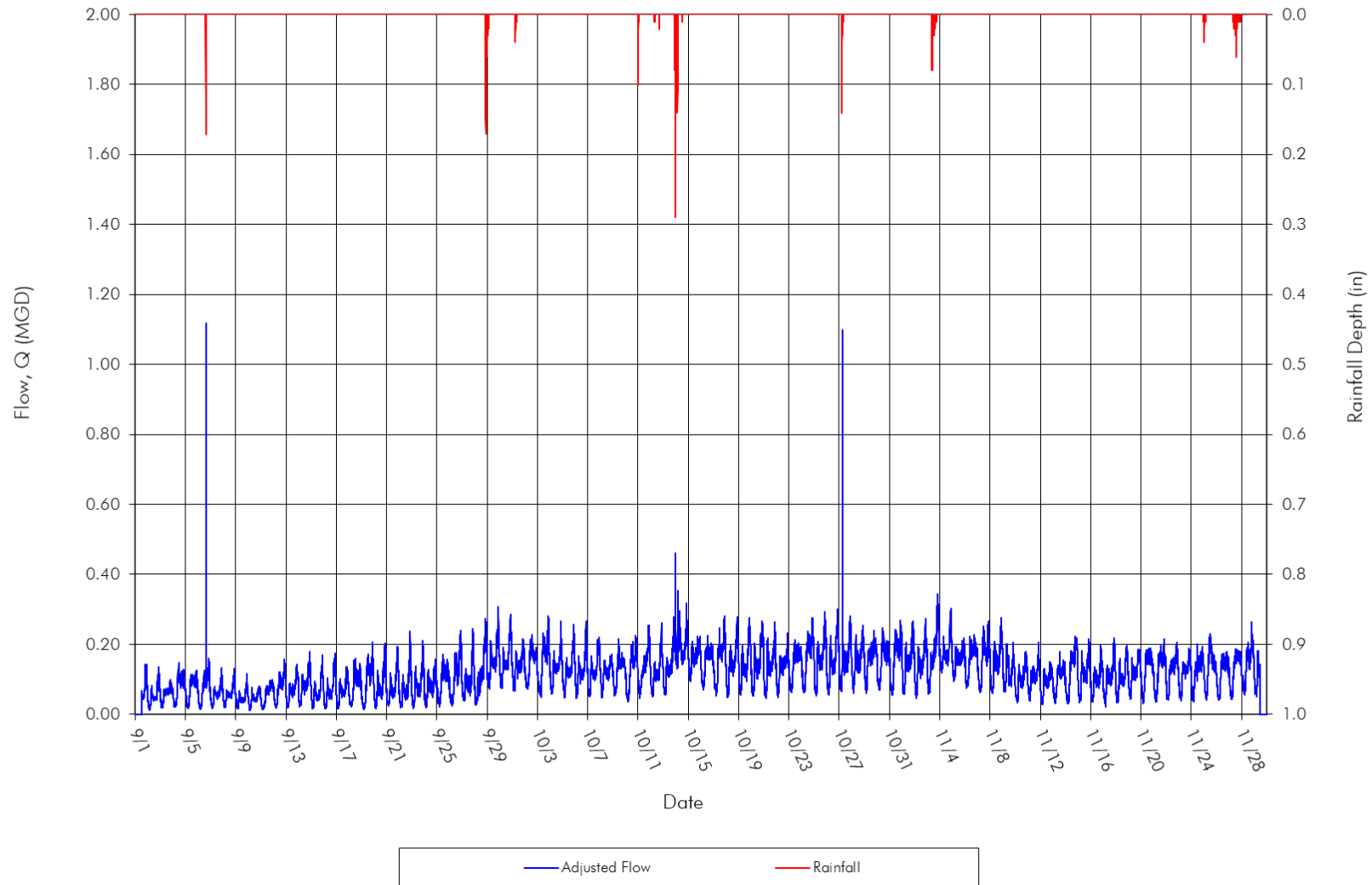


Figure 135 – Overall Level and Velocity Hydrograph (Site 9)

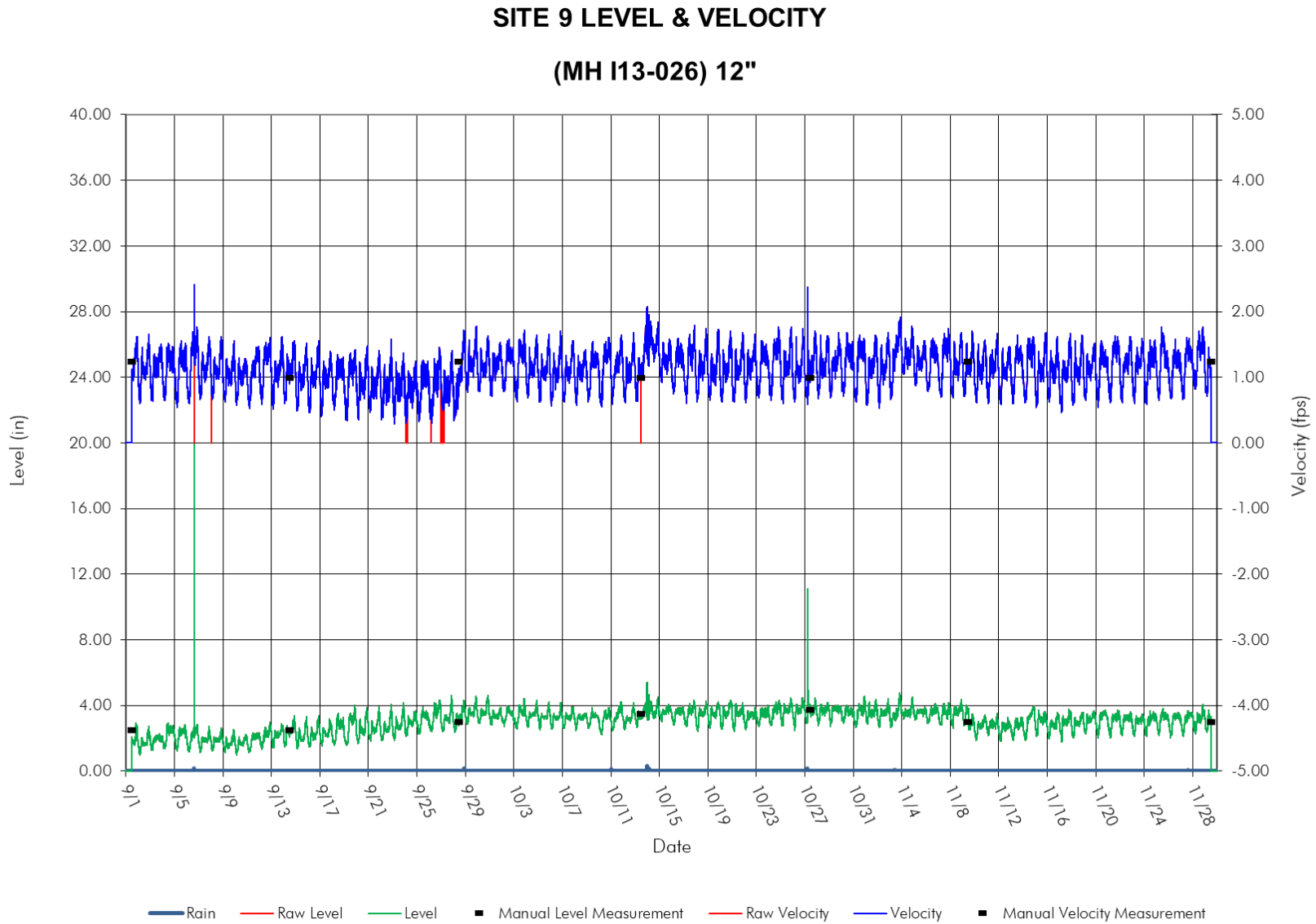




Figure 136 – Standard Flow Scattergraph (Site 9)

**SITE 9 SCATTERGRAPH**  
**(MH I13-026) 12"**

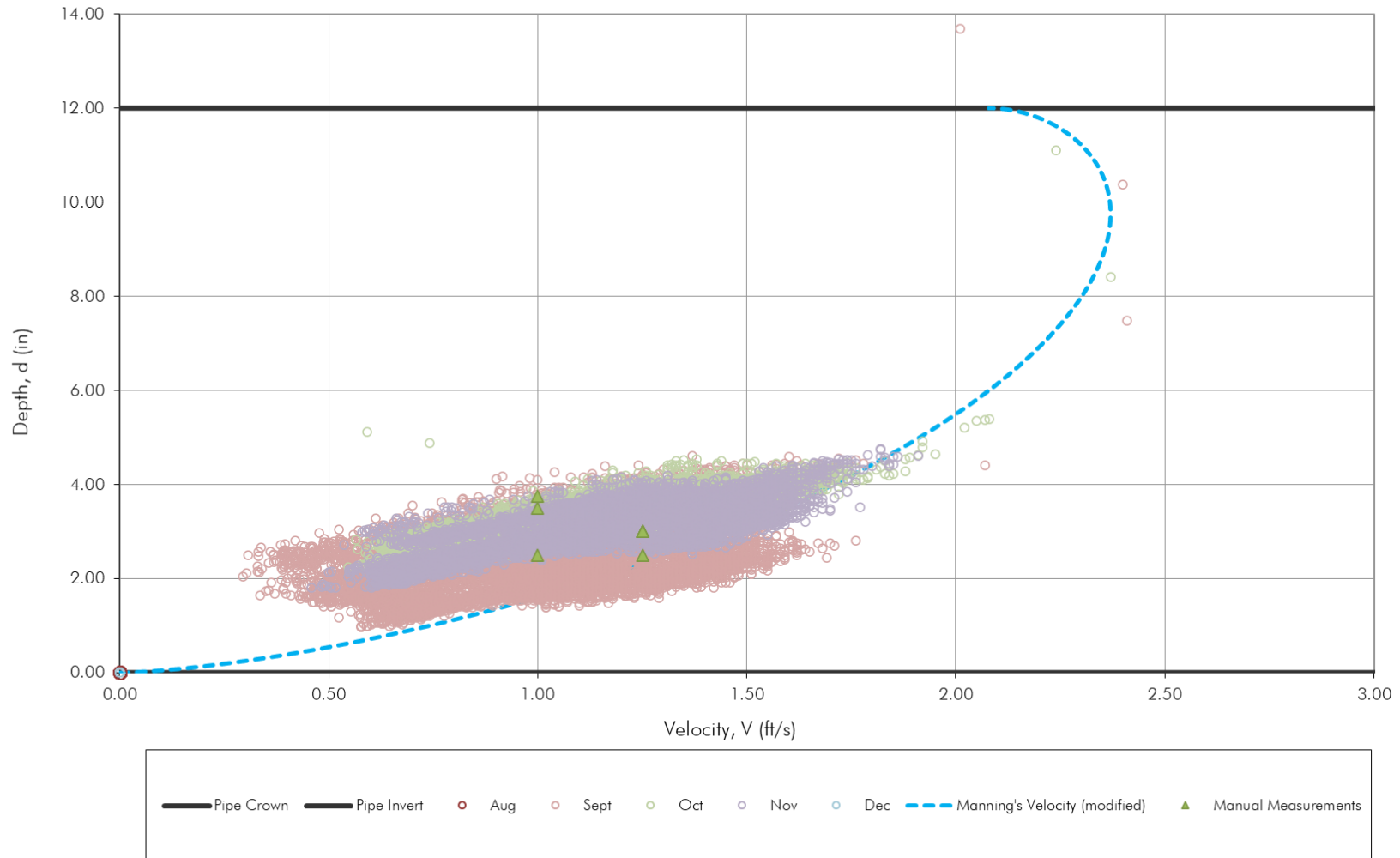
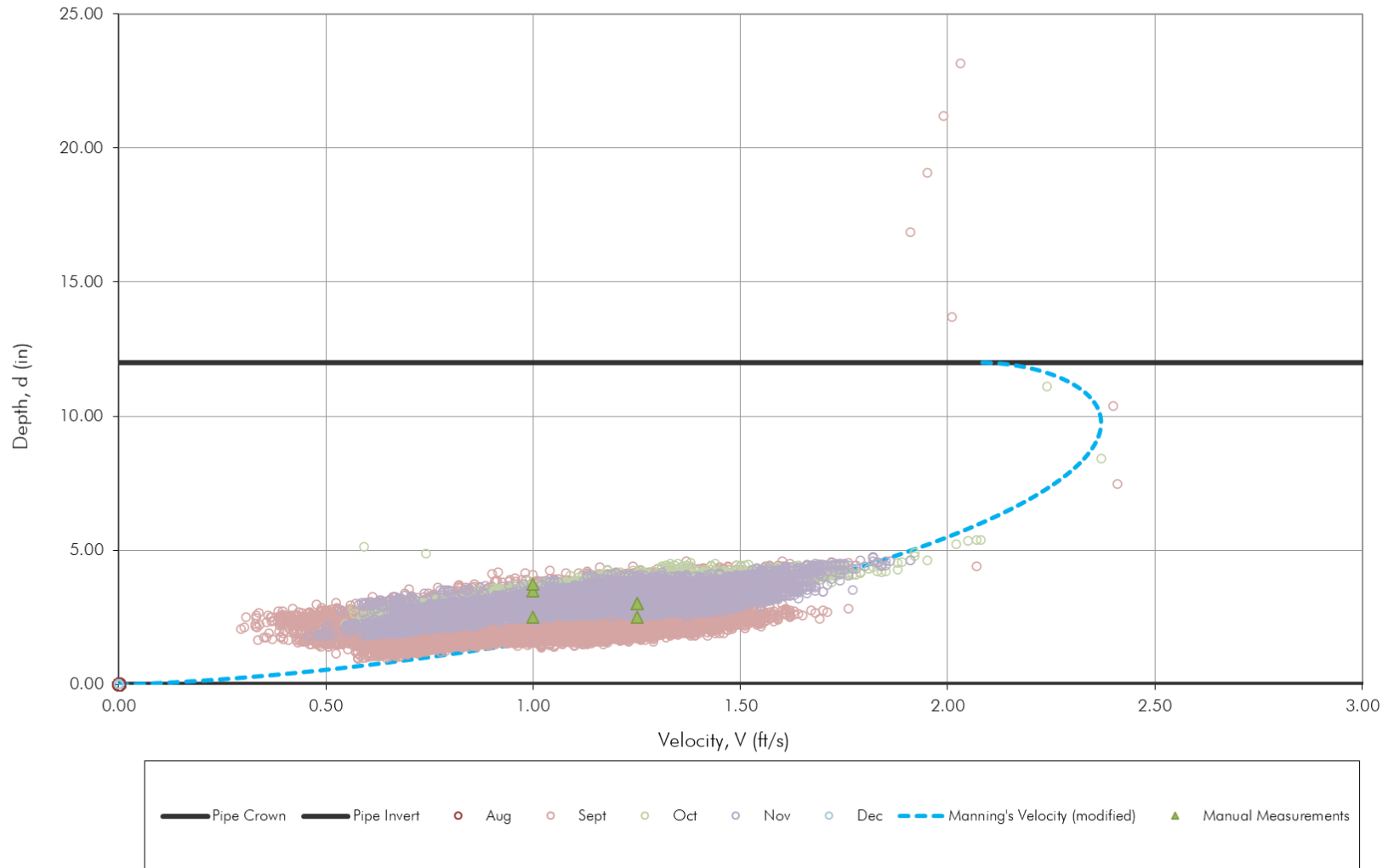


Figure 137 – Surcharged Flow Scattergraph (Site 9)

SITE 9 SCATTERGRAPH

(MH I13-026) 12"



**Table 38 – ADDF and Infiltration Summary (Site 9)**

AVERAGE DAILY DRY WEATHER FLOW, WASTEWATER PRODUCTION, AND INFILTRATION							
Project Name		City of Manor Flow Monitoring Fall 2021					
Project No:		14925		Units of Flow: MGD			
Subsystem:		9					
Meter:		9					
(1) DW/LG Date	(2) Day	(3) Avg. Dry Weather (ADDF) Flow	(4) Peak Hourly Dry Weather Flow	(5) Diurnal Peaking Factor	(6) DW/LG Lowest 3-Hour Flow	(7) DW/HG Date	(8) DW/HG Lowest 3-Hour Flow
12-Sep-21	Sun	0.077	0.143	1.861	0.025	28-Nov-21	0.066
13-Sep-21	Mon	0.071	0.135	1.892	0.023		
14-Sep-21	Tue	0.082	0.154	1.869	0.029		
15-Sep-21	Wed	0.066	0.151	2.284	0.022		
16-Sep-21	Thu	0.069	0.158	2.288	0.022	04-Nov-21	0.131
17-Sep-21	Fri	0.067	0.117	1.733	0.023	15-Oct-21	0.105
18-Sep-21	Sat	0.083	0.140	1.688	0.027	16-Oct-21	0.080
<b>7 Count</b>		<b>0.074 Average</b>	<b>0.142 Average</b>	<b>1.945 Average</b>	<b>0.024 Average</b>	<b>4 Count</b>	<b>0.096 Average</b>

Notes:

DW/LG = Dry Weather/Low Groundwater

DW/HG = Dry Weather/High Groundwater

<b>Summary:</b>	Wastewater Production (WWP):	<b>0.074</b> (Assume = ADDF or enter value)
	Avg. Dry Weather Flow (ADDF):	<b>0.074</b>
	Diurnal Peaking Factor (DPF):	<b>1.945</b>
	Dry Weather Infiltration (DWI):	<b>0.000</b> (ADDF - WWP)
	Wet Weather Infiltration Increase (WWI):	<b>0.071</b> (DW/HG - DW/LG)
	Total Infiltration (TI):	<b>0.071</b> (WWI + DWI, DWI > 0)
	Large User Flow	<b>0.000</b>
	Distributed Flow (ADDF - Large User)	<b>0.074</b>

Figure 138 – Dry Weather Diurnal (Site 9)

DIURNAL CURVES  
Meter ID #:9

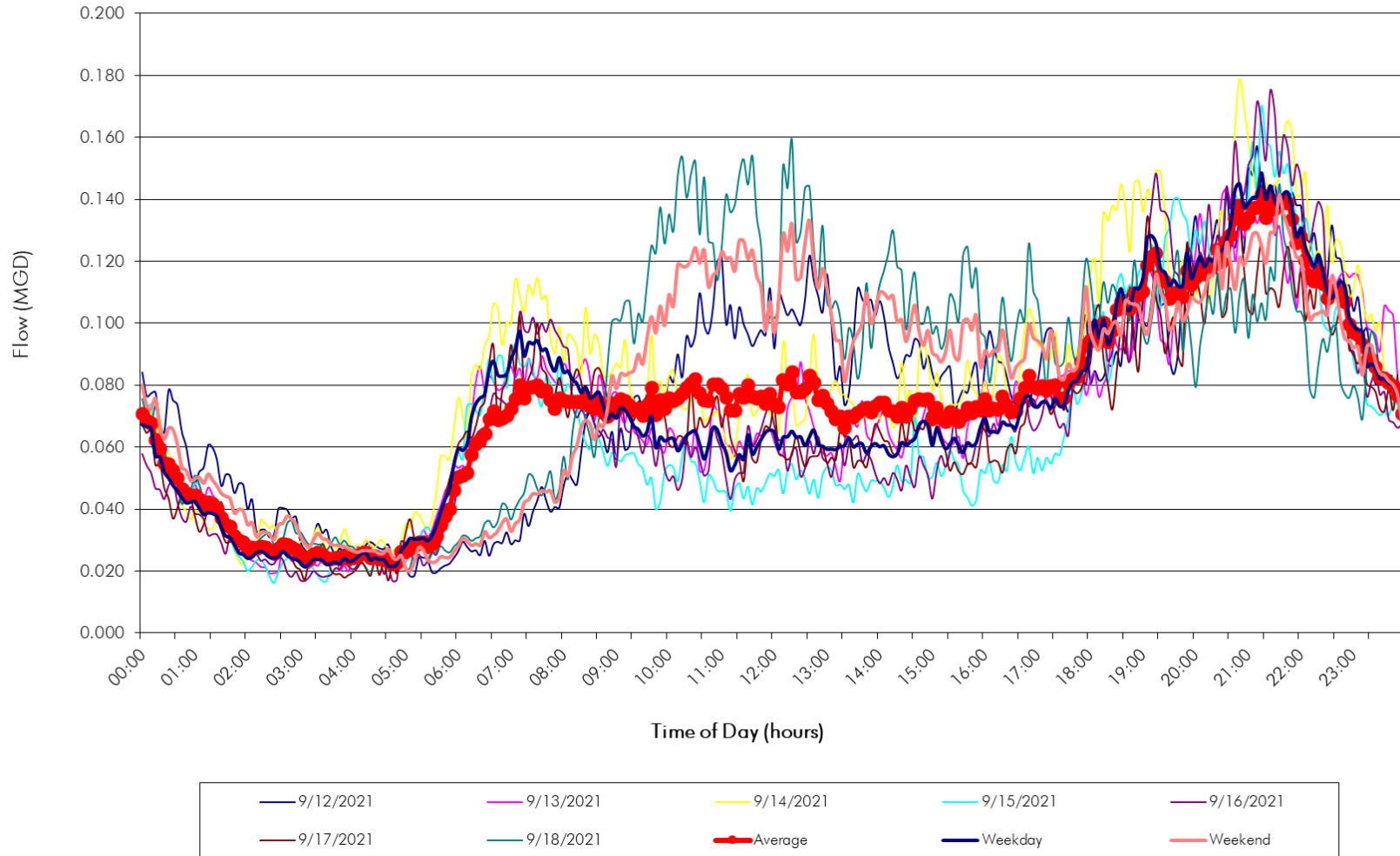


Figure 139 – High/Low Groundwater Diurnal (Site 9)

DRY WEATHER/HIGH GROUNDWATER VS.  
DRY WEATHER/LOW GROUNDWATER  
Meter ID #:9

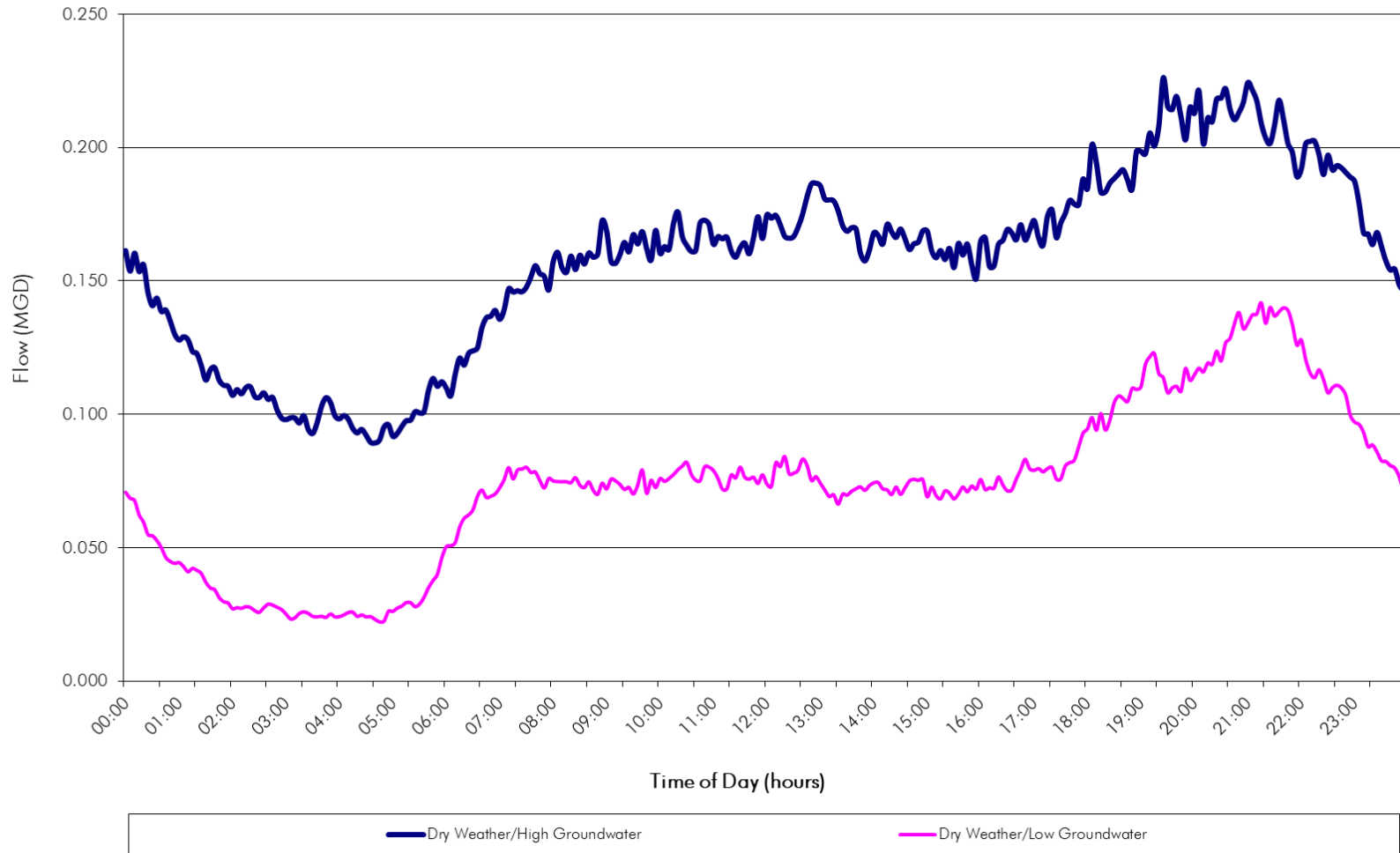
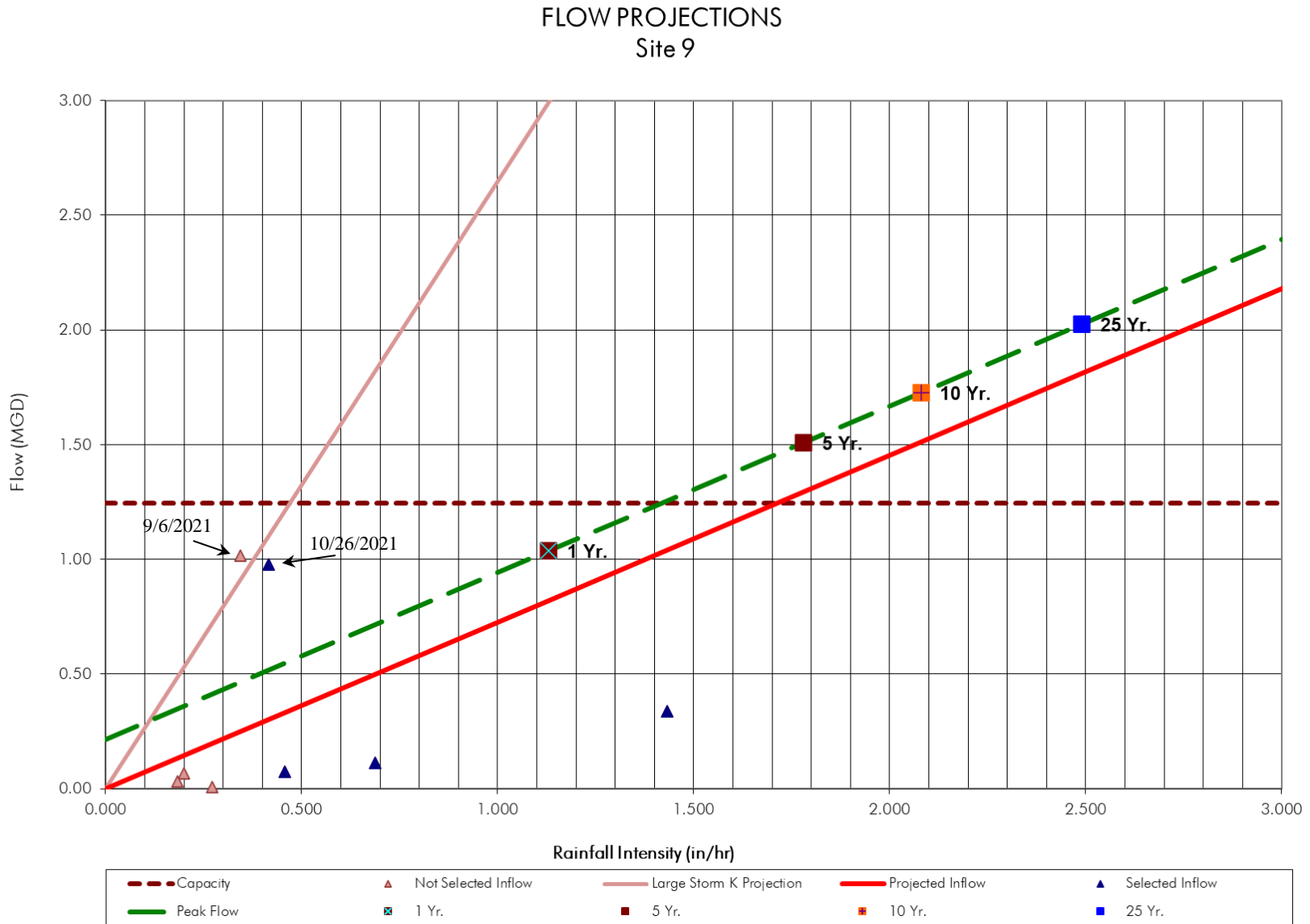


Table 39 – Inflow Calculations and Projections (Site 9)

INFLOW CALCULATIONS AND PROJECTIONS																																																															
Project Name: City of Manor Flow Monitoring Fall 2021 Project No.: 14925 Subsystem: 9 Meter: 9 Units of Flow: MGD																																																															
<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Storm Count: 8</td> <td style="width: 30%;">Cum. Trib. Area: 188 acres</td> <td style="width: 30%;">Pipe Shape: Circular</td> </tr> <tr> <td>Avg Delta Time: 56</td> <td>Cum. Time of Conc.: 75 minutes</td> <td>Pipe Diameter: 12 in</td> </tr> <tr> <td>Avg Kp: 0.00660</td> <td></td> <td>Pipe Slope: 0.003 ft/ft</td> </tr> <tr> <td>Avg Selected Kp: 0.00598</td> <td></td> <td>Pipe Capacity: 1.24 mgd</td> </tr> <tr> <td></td> <td></td> <td>ADDF Cum.: 0.074 mgd</td> </tr> <tr> <td></td> <td></td> <td>ADDF Peak Factor: 1.94</td> </tr> <tr> <td></td> <td></td> <td>Peak ADDF Flow: 0.143 mgd</td> </tr> <tr> <td></td> <td></td> <td>Infiltration: 0.071 mgd</td> </tr> <tr> <td></td> <td></td> <td>Cum. Peak Flow: 0.214 mgd</td> </tr> <tr> <td></td> <td></td> <td>Manning's Coefficient, n: 0.013</td> </tr> </table>																			Storm Count: 8	Cum. Trib. Area: 188 acres	Pipe Shape: Circular	Avg Delta Time: 56	Cum. Time of Conc.: 75 minutes	Pipe Diameter: 12 in	Avg Kp: 0.00660		Pipe Slope: 0.003 ft/ft	Avg Selected Kp: 0.00598		Pipe Capacity: 1.24 mgd			ADDF Cum.: 0.074 mgd			ADDF Peak Factor: 1.94			Peak ADDF Flow: 0.143 mgd			Infiltration: 0.071 mgd			Cum. Peak Flow: 0.214 mgd			Manning's Coefficient, n: 0.013															
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100	3.140	2.282	3.531	2.497																																																											
(1) Storm Name	(2) Total Rainfall (in.)	(3) Length of Storm (hrs)	(4) Time Qp	(5) Time ip	(6) Delta Time (min)	(7) Peak Flow Rate (mgd)	(8) WWP+Infil. Date	(9) WWP+Infil (mgd)	(10) Peak Inflow Rate (mgd)	(11) Rain i in/hr	(12) Kp	(13) Use? Y/N	(14) Selected *Kp*	(15) Time from Qp to 1/2 Inflow (hrs)	(16) *Kv*	(17) Selected *Kv*	(18) Calc. Inflow Vol. mg	(19) Note																																													
9/6/21 14:50	0.43	0.58	9/6/21 15:20	9/6/21 15:00	20	1.119	09/05/21	0.103	1.016	0.344	0.02431	n						Surcharge																																													
9/28/21 20:50	1.68	6.92	9/28/21 21:45	9/28/21 21:25	20	0.264	09/21/21	0.151	0.112	0.688	0.00135	y	0.00135																																																		
10/1/21 5:10	0.28	3.50	10/1/21 7:05	10/1/21 5:15	110	0.182	09/24/21	0.113	0.069	0.200	0.00284	n						No reaction																																													
10/11/21 0:05	0.35	1.25	10/11/21 0:20	10/11/21 0:05	15	0.114	10/04/21	0.107	0.007	0.272	0.00021	n						No reaction																																													
10/13/21 22:00	3.20	15.00	10/13/21 23:40	10/13/21 23:10	30	0.460	10/06/21	0.121	0.339	1.432	0.00195	y	0.00195																																																		
10/27/21 5:20	0.62	2.33	10/27/21 6:10	10/27/21 5:35	35	1.099	10/26/21	0.123	0.976	0.416	0.01931	y	0.01931																																																		
11/3/21 8:05	1.79	10.67	11/3/21 13:15	11/3/21 10:35	160	0.214	10/27/21	0.141	0.073	0.456	0.00132	y	0.00132																																																		
11/27/21 7:45	0.70	13.92	11/27/21 15:25	11/27/21 14:25	60	0.185	11/26/21	0.151	0.034	0.184	0.00150	n						No reaction																																													

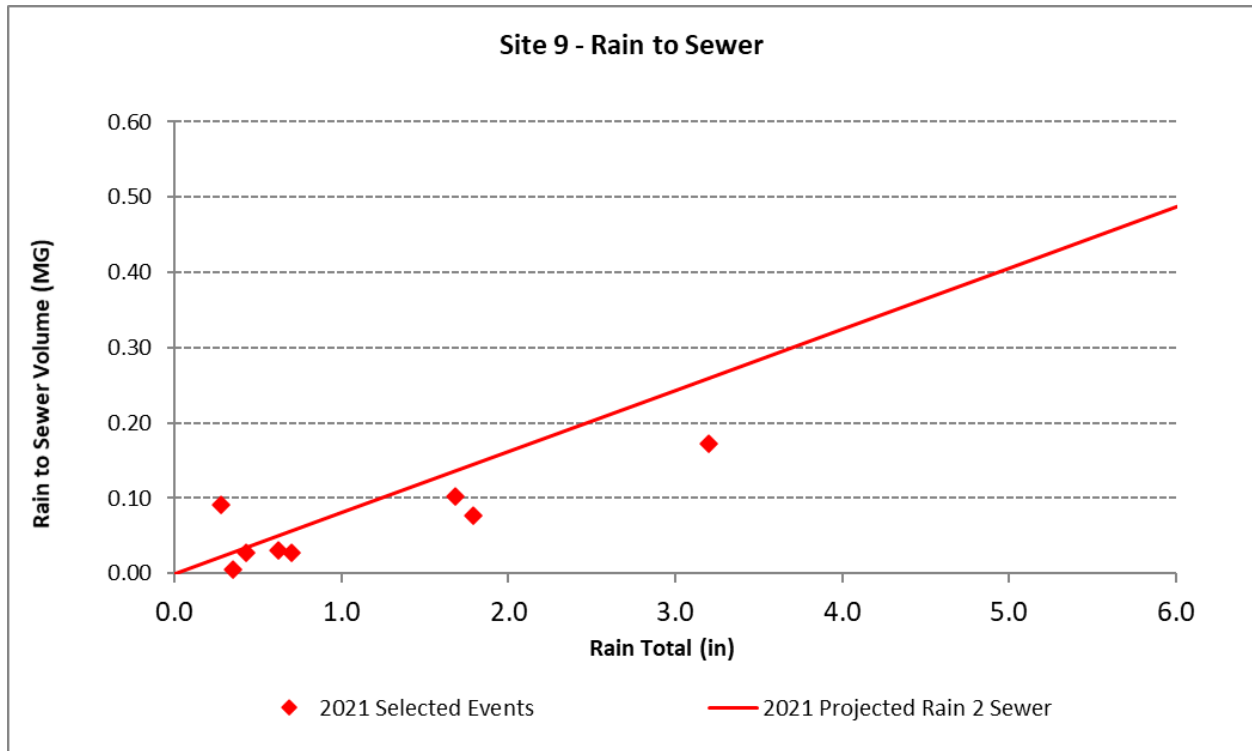
Figure 140 – Inflow Projections (Site 9)



**Table 40 – Rain to Sewer Summary (Site 9)**

Meter Site	Storm Date	Storm Rain Depth (in)	Rain Volume (MG)	Storm I&I Volume (MG)	Rain to Sewer (%)
Site 9 (12")	9/6/2021	0.43	2.195	0.027	1.22%
	9/28/2021	1.68	8.576	0.102	1.19%
	10/1/2021	0.28	1.429	0.091	6.40%
	10/11/2021	0.35	1.787	0.006	0.31%
	10/13/2021	3.20	16.335	0.172	1.05%
	10/27/2021	0.62	3.165	0.030	0.95%
	11/3/2021	1.79	9.137	0.078	0.85%
	11/27/2021	0.70	3.573	0.027	0.75%
	<b>Average</b>				

**Figure 141 – Rain to Sewer Volumetric Analysis (Site 9)**





**A.10 Site 10**

**Description**

Site 10 was installed in manhole I13-002. Site 10 located inside the North Stonewater Lift Station. The sensor monitored the influent flow of the 12” diameter pipe that collects at the North Stonewater Lift Station that are pumped the basin of Site 2 which further flows to Site 1 that contributes to the Wilbarger Wastewater Treatment Plant.

**Observations**

This flow meter site averaged 1.68 inches of flow depth and a flow velocity of 2.05 feet per second during the 2021 flow monitoring period. The site experienced light grease during site services. The site had consistent low level velocity dropouts that were autocorrected using valid recordings before and after dropout. The level and velocity readings were consistent with manual measurements. The site is considered a good monitoring site.

Site 10 experienced one surcharge during the 2021 flow monitoring period. The surcharge was due to backing up from lift station.

**Table 41 – Surcharge Summary (Site 10)**

		<b>Date of Storm</b>	<b>9/6/2021</b>
		<b>Total Storm Rainfall (in.)</b>	0.43"
<b>Site</b>	<b>Diameter (in.)</b>	<b>Storm Duration (hrs.)</b>	0.58
10	12	<b>Depth from Invert (in.)</b>	24.14 (B)

- (P) Denotes pressurized flow caused by lack of capacity  
(flow velocities generally increase as flow depths increase)
- (B) Denotes flow backup caused by downstream restriction  
(flow velocities generally decrease as flow depths increase)

**Table 42 – Service Interrogations Summary (Site 10)**

Site ID	Date	Time	Size	Level (in)			Level (in) After Cleaning			Velocity (fps)			Velocity After Cleaning (fps)				
Number	Install / Download		(in)	Manual	Meter	Diff.	Manual	Meter	Diff.	Manual	Meter	Diff.	Manual	Meter	Diff.	Purpose:	Comment:
Site 10	9/1/2021	11:55	12	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.25	0.25	Install	Meter installed at in pipe
	9/14/2021	11:42		1.00	1.01	0.01	2.00	1.50	-0.50	2.50	2.40	-0.10	3.50	3.70	0.20	Service/Upload	
	9/28/2021	9:36		1.25	1.82	0.57	1.50	1.65	0.15	1.00	0.89	-0.11	1.00	0.95	-0.05	Service/Upload	
	10/13/2021	11:29		1.25	1.34	0.09	1.50	1.50	0.00	1.50	2.05	0.55	1.75	1.13	-0.62	Service/Upload	
	10/27/2021	11:09		1.75	1.90	0.15	2.00	1.83	-0.17	0.00	0.00	0.00	1.75	1.79	0.04	Service/Upload	No velocity reading on dirty reading
	11/9/2021	11:22		2.25	2.22	-0.03	2.00	1.92	-0.08	3.75	3.80	0.05	3.75	3.84	0.09	Service/Upload	Very light grease.
	11/29/2021	11:25		1.25	1.90	0.65	1.25	1.80	0.55	2.25	2.38	0.13	1.00	1.04	0.04	Removal	Light grease.

Figure 142 – Flow Meter Site Investigation (Site 10)

**Flow Meter Site Investigation**

<b>Project:</b> Manor I&I Program		<b>Location:</b> City of Manor, TX		<b>Date/Time:</b> 11-29-2021 / 11:25		<b>Crew:</b> JA-VI	
<b>MH#:</b> I13-002		<b>Pipe Shape:</b> Circular		<b>Pipe Material:</b> PVC		<b>Pipe Size (in):</b> 12	
<b>Site ID:</b> 10	<b>Address:</b> 15010 Talus Rd.		<b>Site Quality:</b> Fair		<b>Monitoring Purpose:</b> Short-term FM		
<b>Location Map</b>				<b>Planar Description</b>			
<p><b>Summary Description:</b>                  Located inside North Stonewater Lift Station Site; it is the 2<sup>nd</sup> manhole upstream of wet well. Site has a gate with a combination lock.</p>							
<b>Site Hazards</b>		<b>Measurements</b>			<b>Site Conditions</b>		
Heavy Traffic? None		Manhole Depth (ft): 8.09			Surcharge Evidence? No		
Needed Traffic Attendants: 0		Manhole Dia. (in): 48.00			Depth of Surcharge (ft): 0.00		
H <sub>2</sub> S: 0	O <sub>2</sub> : 20.8	MH Cover Size (in): 32			Depth of Debris (in): 0.00		
LEL: 0	CO: 0	MH Cover Type: Bolt Down			Usable MH Steps? No		
Describe potential hazards:		Measured Flow Depth (in): 1.25			Meter: ISCO 2150		
		Velocity (fps): 1.00			Cellular Signal Strength: N/A		
		Mounting Band Description: Spring Band			Antennae Install Considerations: N/A		
		Other Comments:			Permanent Power Available? No		



Installation Sketch & Notes	Pipe Cross Section																																				
<p style="text-align: center;">Flow Meter Location</p> <p style="text-align: center;">8.09'</p> <p style="text-align: center;">12' Northwest In      12' Southeast Out</p>	<p style="text-align: center;">12'</p>																																				
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Depth (in)</th> <th style="width: 25%;">Width (in)</th> <th style="width: 25%;">Depth (in)</th> <th style="width: 25%;">Width (in)</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Depth (in)	Width (in)	Depth (in)	Width (in)																																
Depth (in)	Width (in)	Depth (in)	Width (in)																																		
<p style="text-align: center;">SITE 10</p> <p style="text-align: center;"><b>SURFACE</b></p>	<p style="text-align: center;"><b>DOWN</b></p>																																				
<p style="text-align: center;"><b>INFLOW</b></p>	<p style="text-align: center;"><b>OUTFLOW</b></p>																																				



**Figure 143 – Site Information (Site 10)**

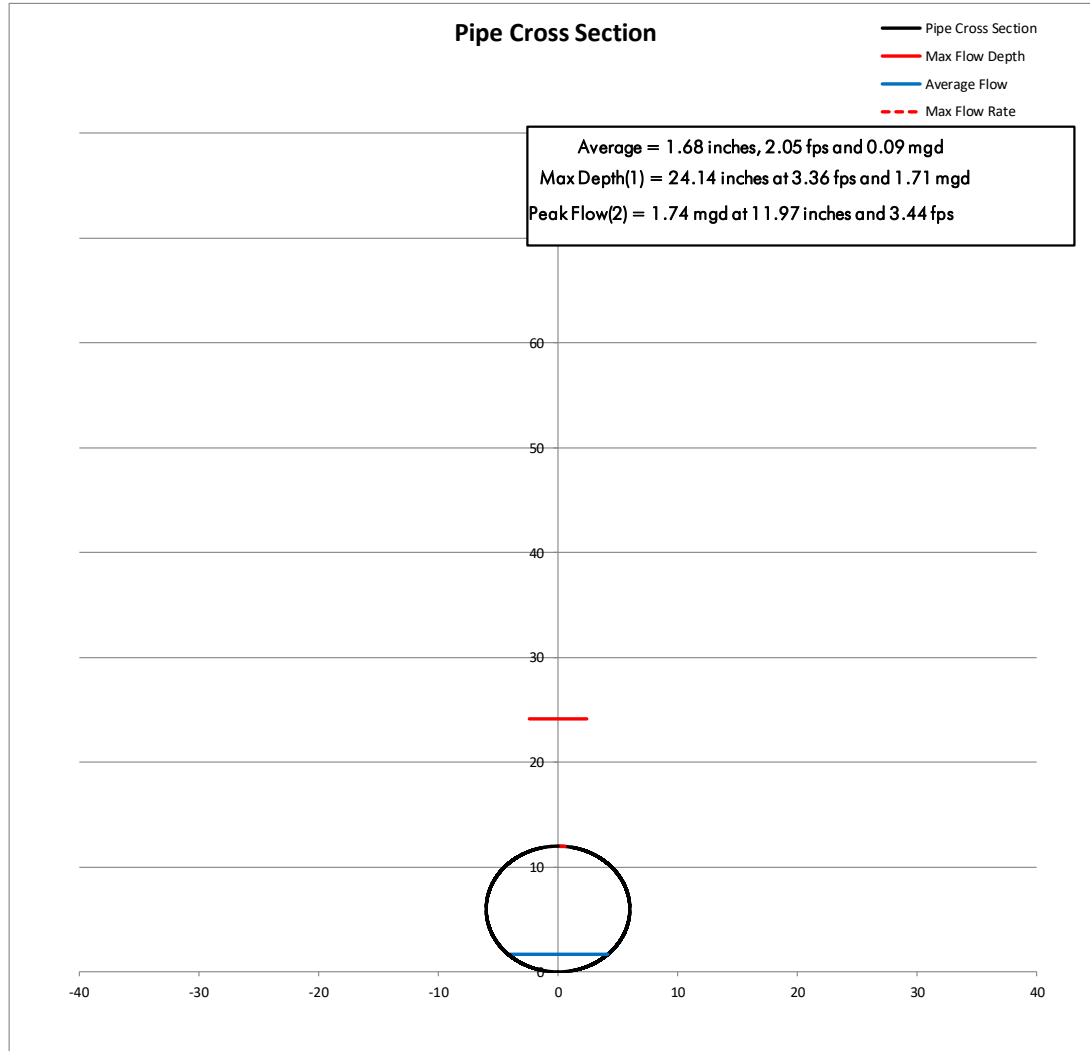
**SITE INFORMATION RECORD**

**Site Information**

Meter ID #:	10
Monitoring Program:	Short-Term FM
Manhole #:	113-002

**Sewer Information**

Pipe Shape	Circle
Pipe Height, H (in):	12
Pipe Width, W (in):	12
Manning Roughness Coefficient, n:	0.013
As-Built Pipe Slope, S (ft/ft):	0.0055 ASSUMEDI



Site ID Number	Date	Diameter (in.)	Time	Level (in.) After Cleaning			Velocity (fps) After Cleaning			
				Manual	Meter	Diff	Manual	Meter	Diff.	
Site 10	9/1/2021	12	11:55	1.00	1.00	0.00	1.00	1.25	0.25	
	9/14/2021		11:42	2.00	1.50	-0.50	3.50	3.70	0.20	
	9/28/2021		9:36	1.50	1.65	0.15	1.00	0.95	-0.05	
	10/13/2021		11:29	1.50	1.50	0.00	1.75	1.13	-0.62	
	10/27/2021		11:09	2.00	1.83	-0.17	1.75	1.79	0.04	
	11/9/2021		11:22	2.00	1.92	-0.08	3.75	3.84	0.09	
	11/29/2021		11:25	1.25	1.80	0.55	1.00	1.04	0.04	

Figure 144 – September Monthly Flow Hydrograph (Site 10)

**SITE 10 HYDROGRAPH**  
**(MH I13-002) 12"**

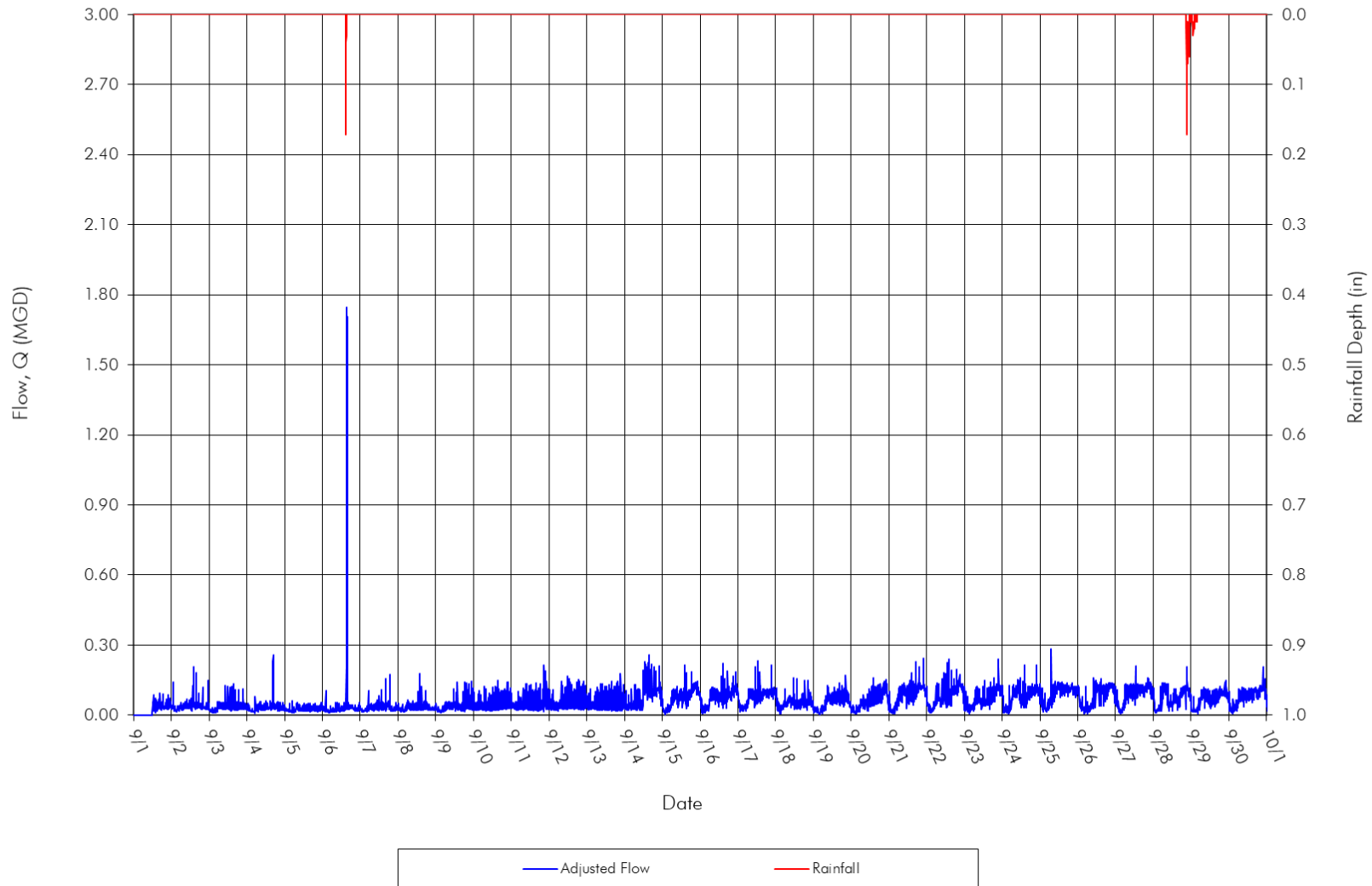


Figure 145 – September Monthly Level and Velocity Hydrograph (Site 10)

**SITE 10 LEVEL & VELOCITY**  
**(MH I13-002) 12"**

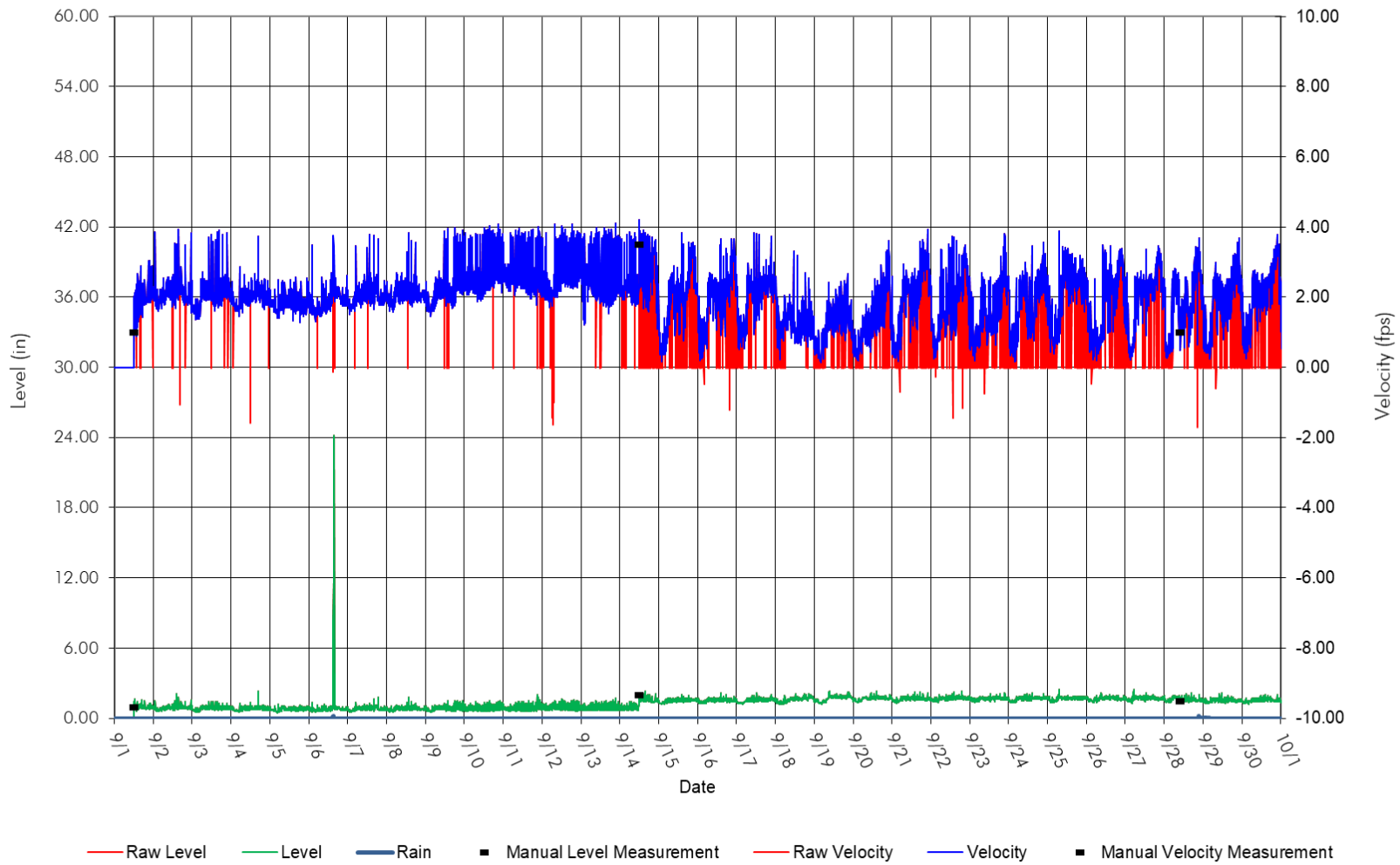


Figure 146 – October Flow Hydrograph (Site 10)

**SITE 10 HYDROGRAPH**  
**(MH I13-002) 12"**

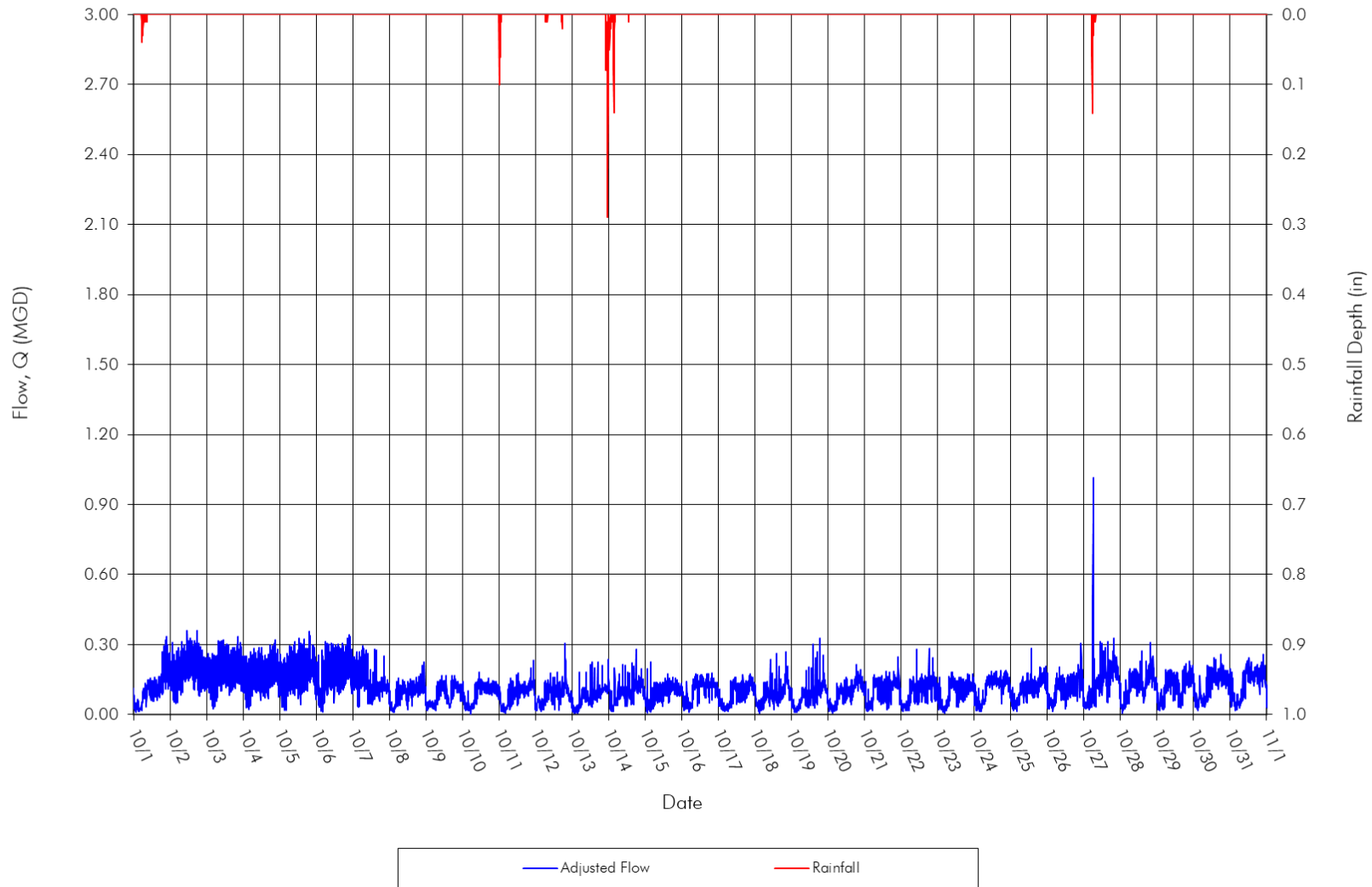




Figure 147 – October Monthly Level and Velocity Hydrograph (Site 10)

**SITE 10 LEVEL & VELOCITY**  
**(MH I13-002) 12"**

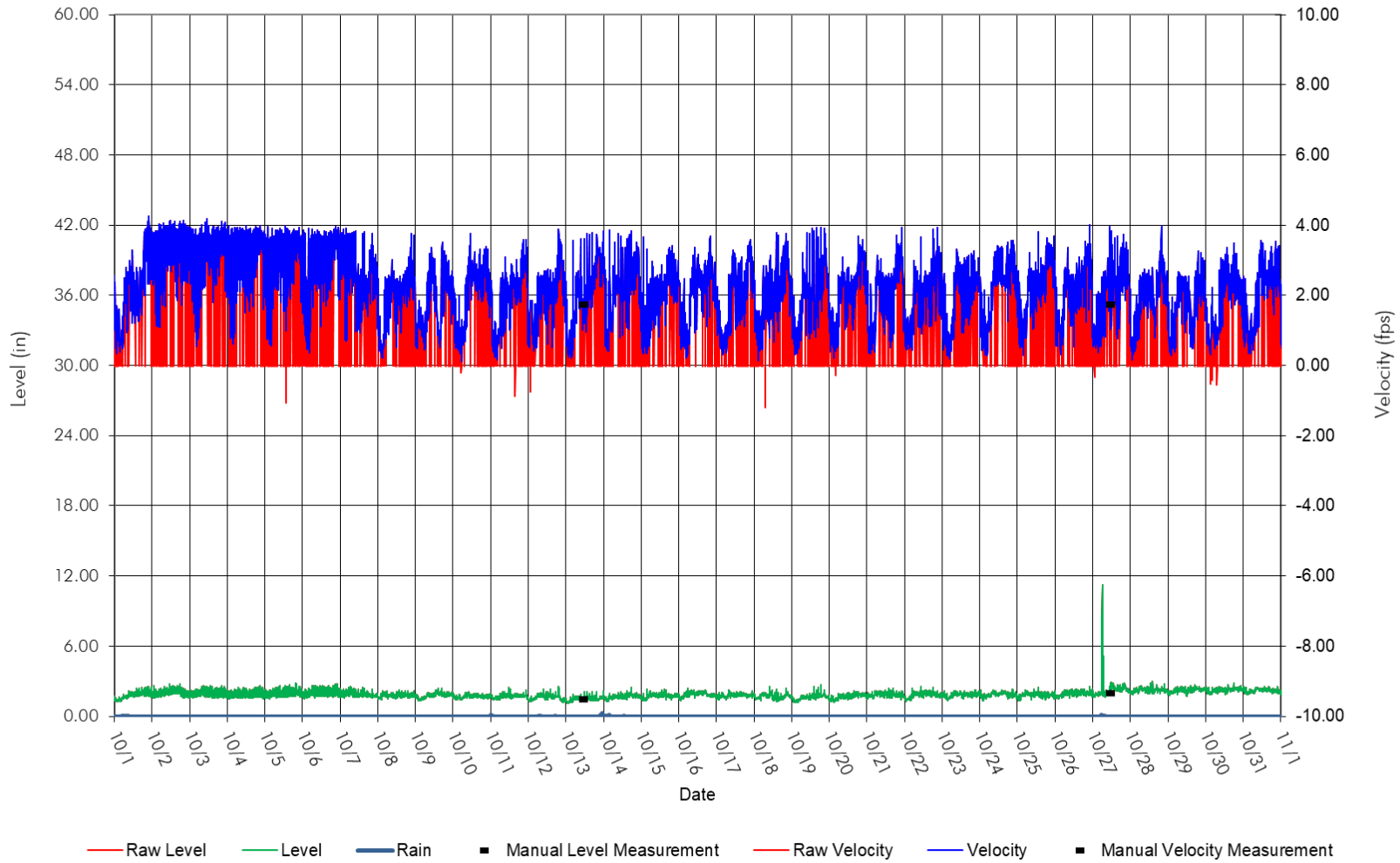


Figure 148 – November Monthly Flow Hydrograph (Site 10)

**SITE 10 HYDROGRAPH**  
**(MH I13-002) 12"**

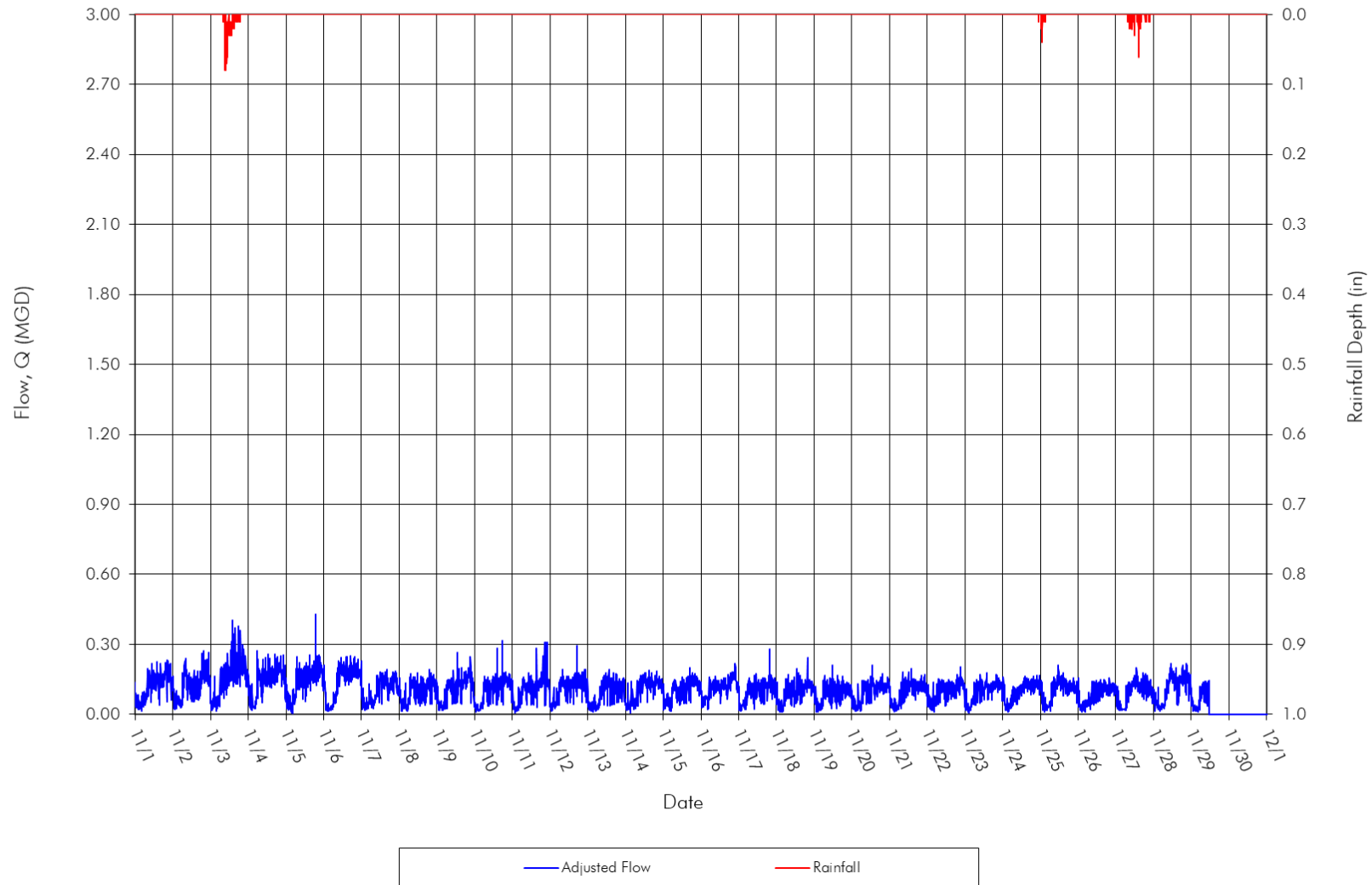


Figure 149 – November Level and Velocity Hydrograph (Site 10)

**SITE 10 LEVEL & VELOCITY**  
**(MH I13-002) 12"**

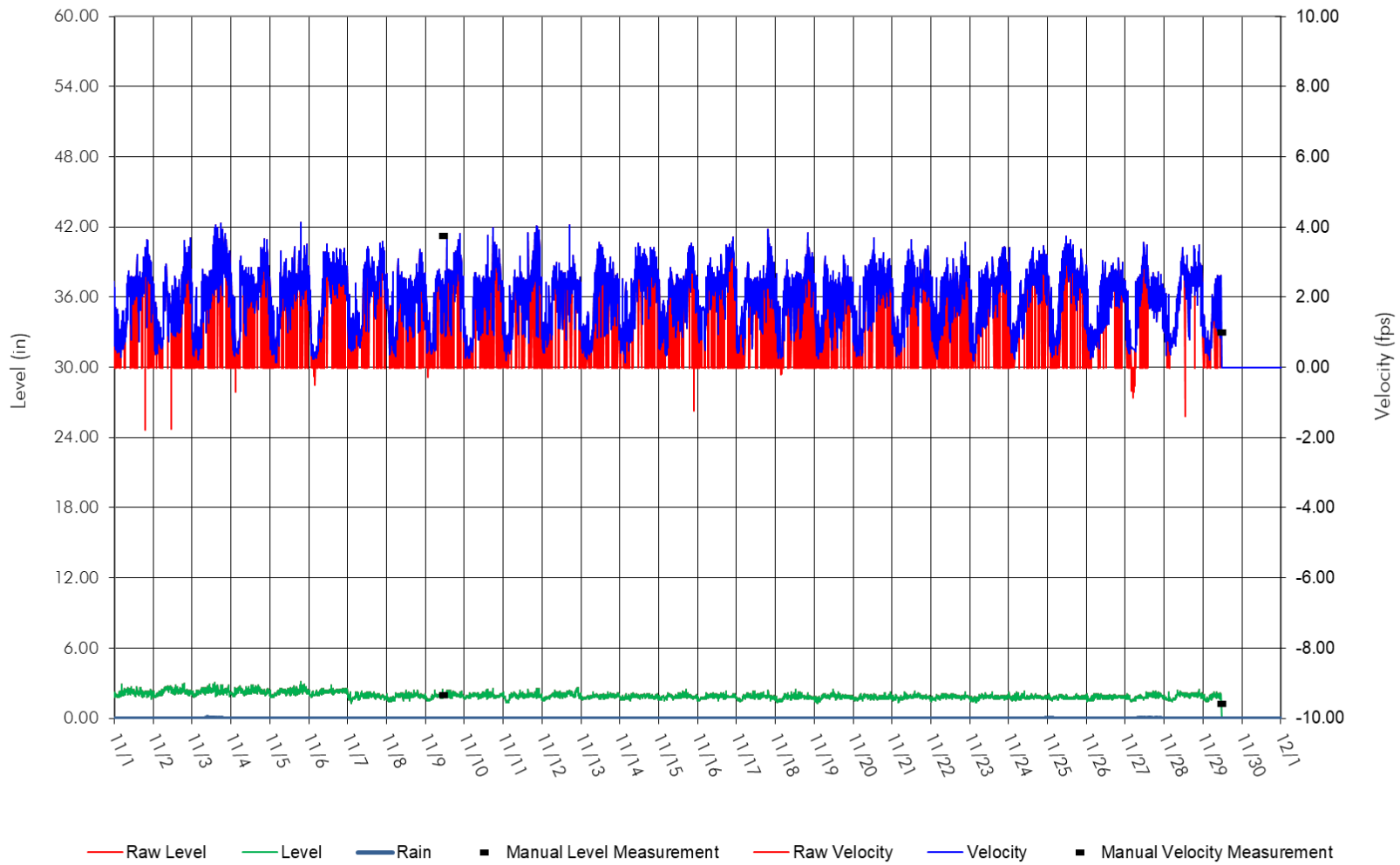


Figure 150 – Overall Flow Hydrograph (Site 10)

**SITE 10 HYDROGRAPH**  
**(MH I13-002) 12"**

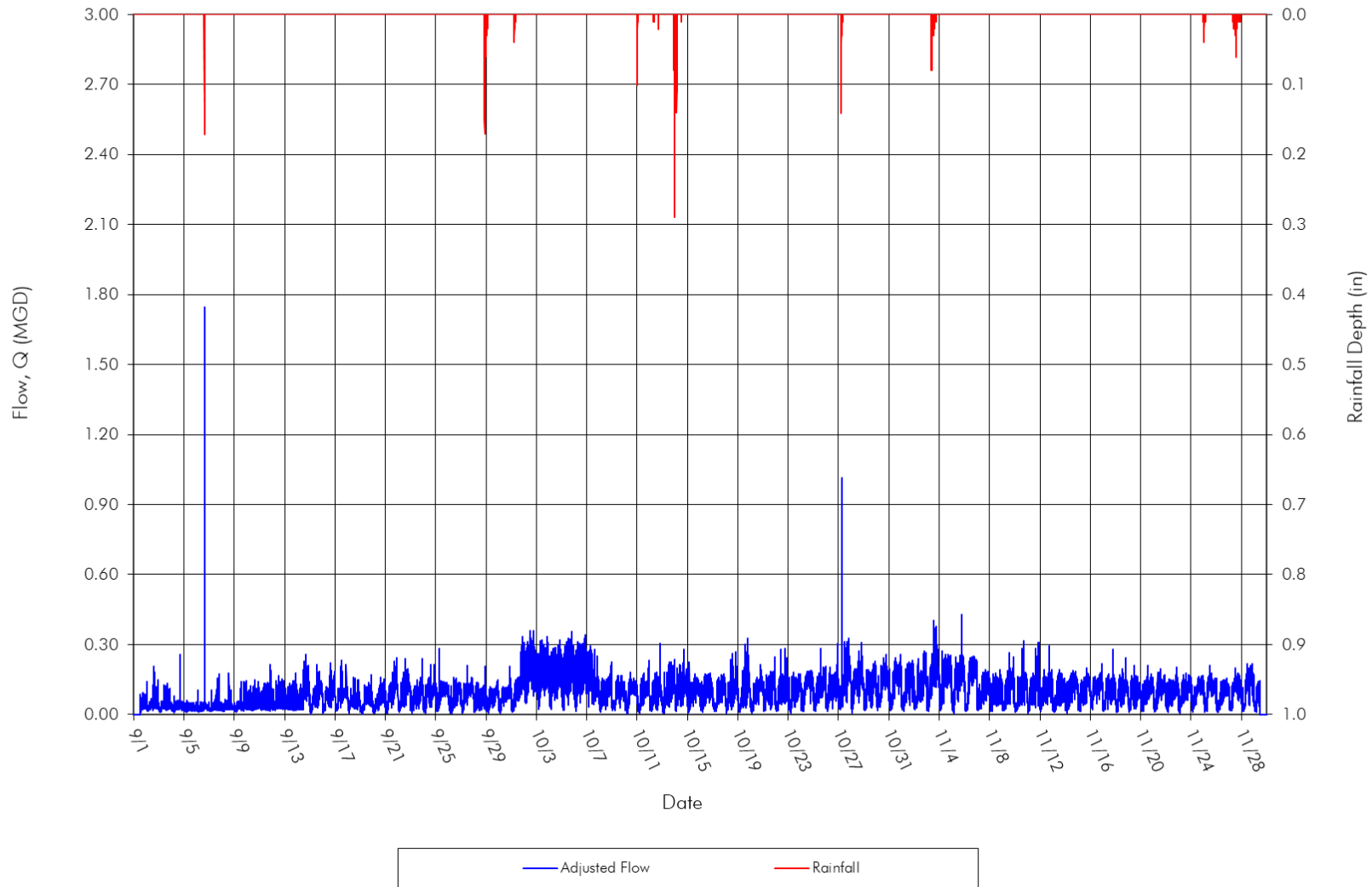


Figure 151 – Overall Level and Velocity Hydrograph (Site 10)

**SITE 10 LEVEL & VELOCITY**  
**(MH I13-002) 12"**

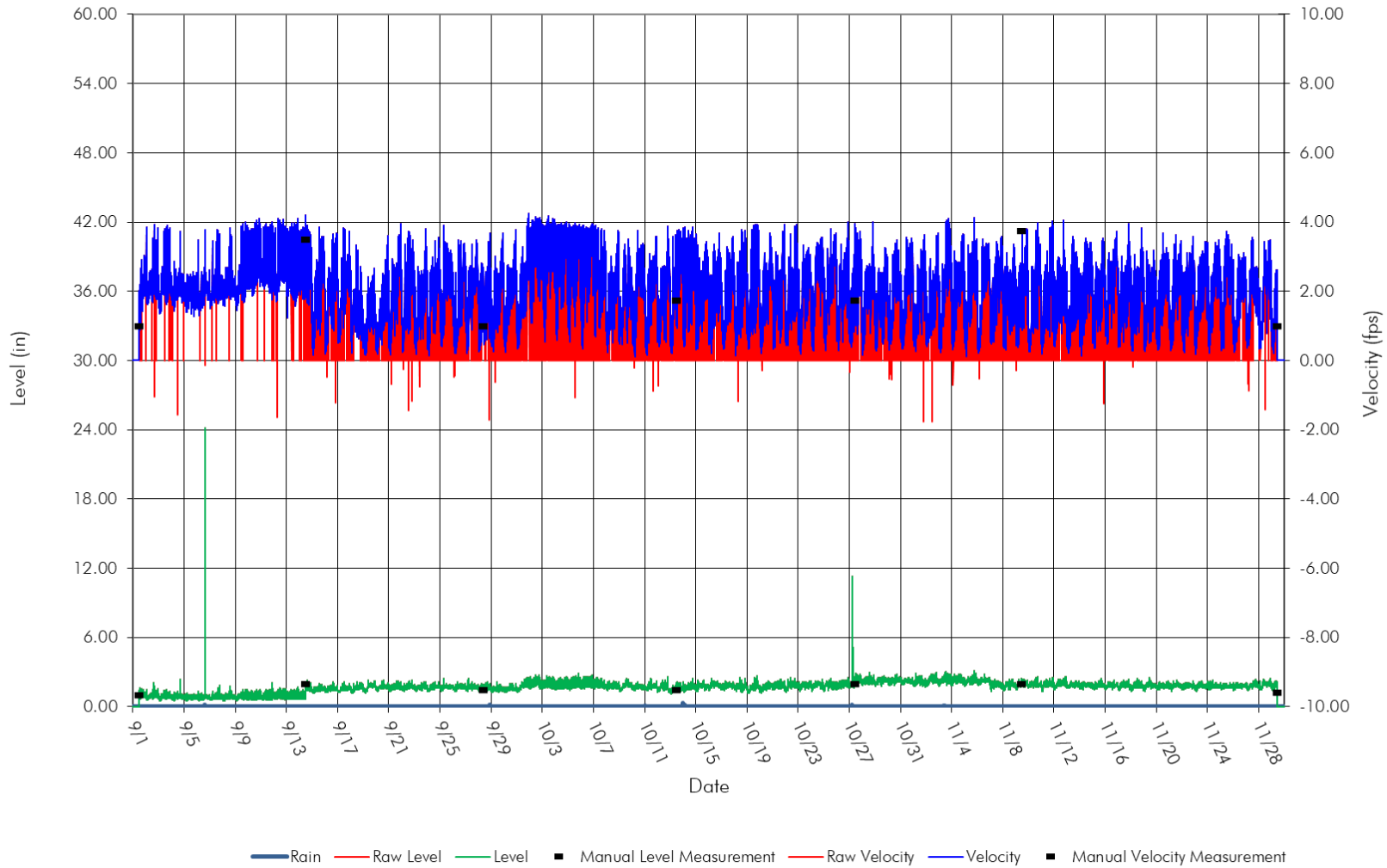


Figure 152 – Standard Flow Scattergraph (Site 10)

SITE 10 SCATTERGRAPH

(MH I13-002) 12"

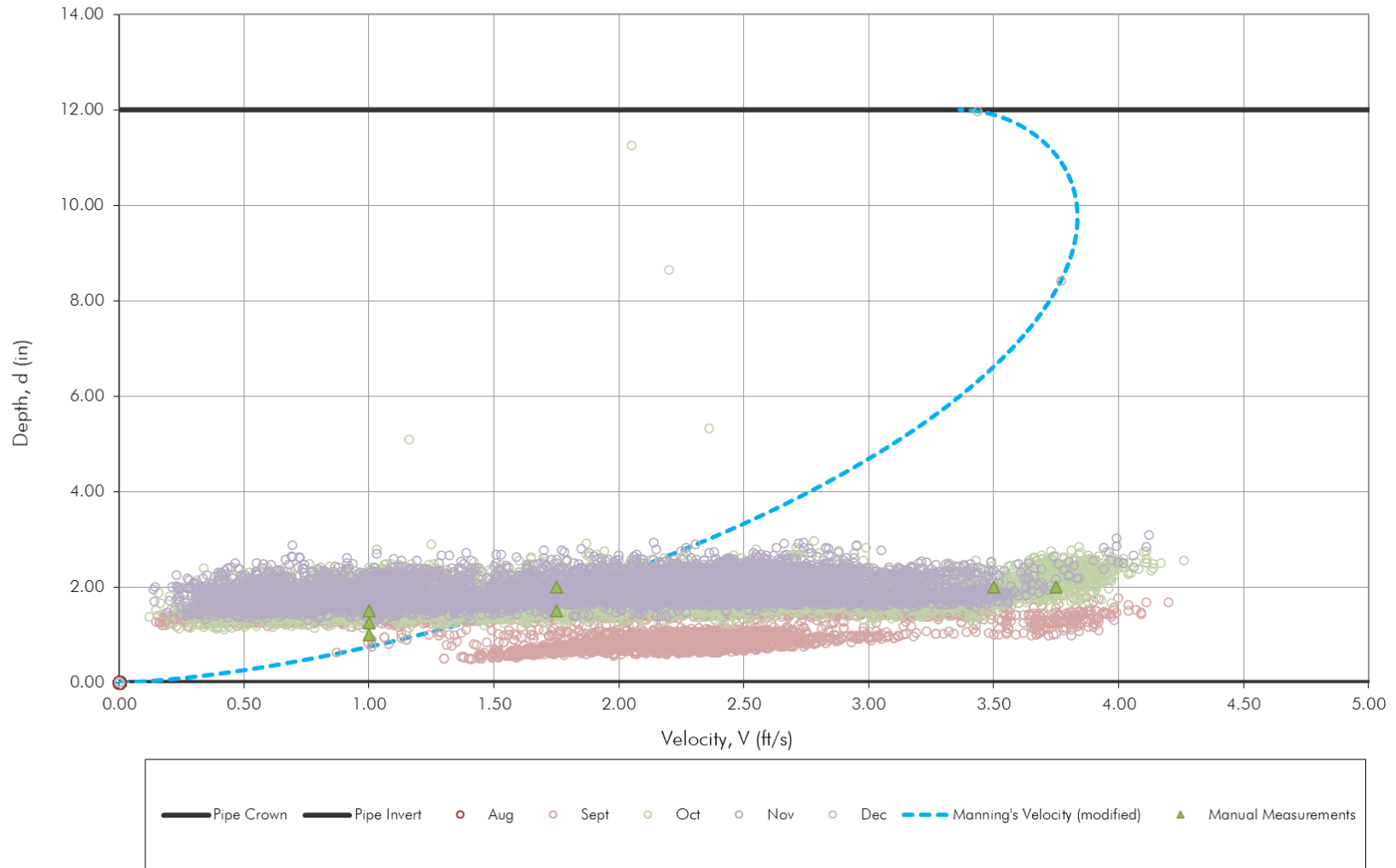
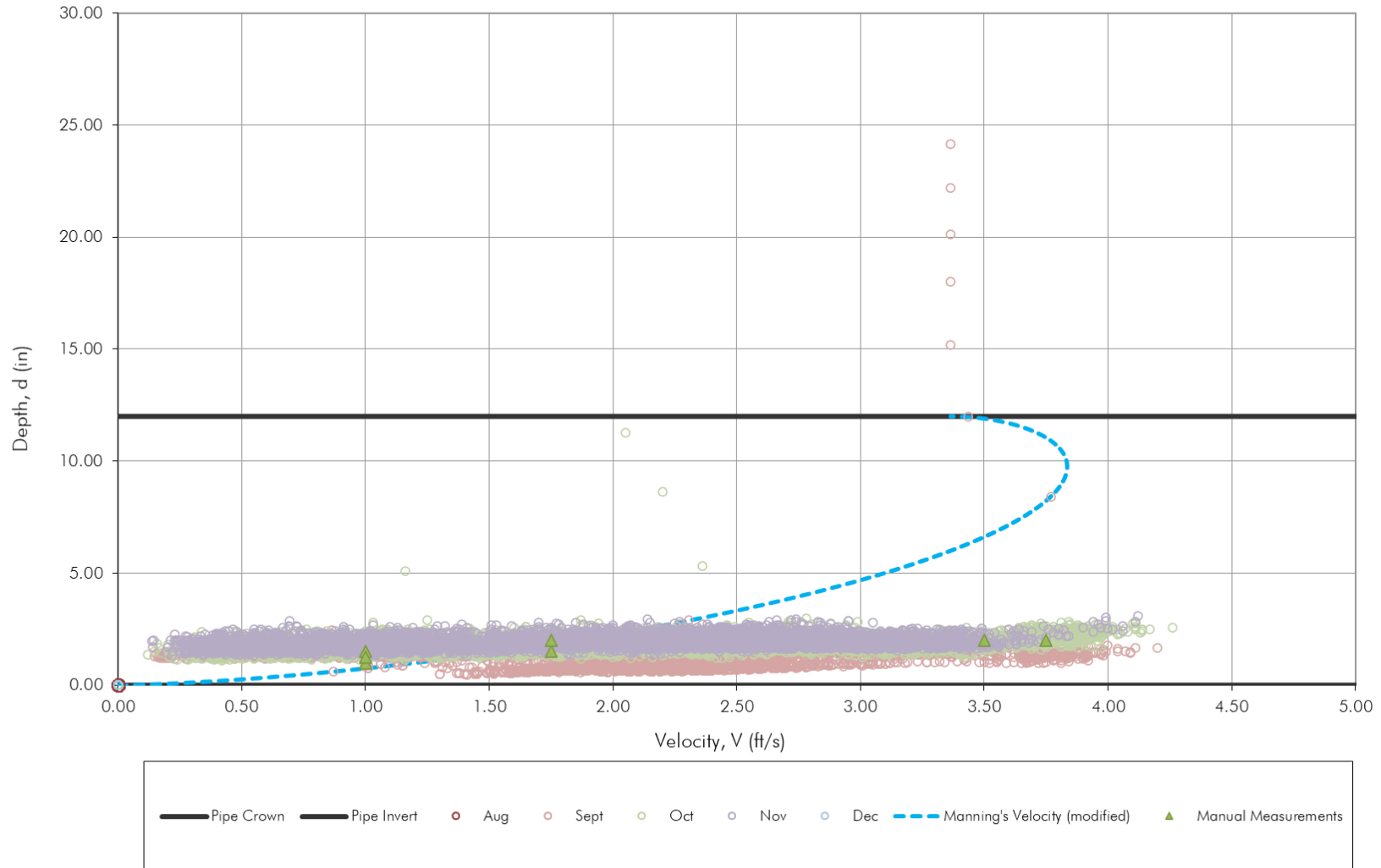


Figure 153 – Surcharged Flow Scattergraph (Site 10)

SITE 10 SCATTERGRAPH

(MH I13-002) 12"



**Table 43 – ADDF and Infiltration Summary (Site 10)**

AVERAGE DAILY DRY WEATHER FLOW, WASTEWATER PRODUCTION, AND INFILTRATION							
Project Name: <b>City of Manor Flow Monitoring Fall 2021</b>							
Project No: <b>14925</b>		Units of Flow: <b>MGD</b>					
Subsystem: <b>10</b>							
Meter: <b>10</b>							
(1) DW/LG Date	(2) Day	(3) Avg. Dry Weather (ADDF) Flow	(4) Peak Hourly Dry Weather Flow	(5) Diurnal Peaking Factor	(6) DW/LG Lowest 3-Hour Flow	(7) DW/HG Date	(8) DW/HG Lowest 3-Hour Flow
12-Sep-21	Sun	0.044	0.067	1.509	0.033		
13-Sep-21	Mon	0.044	0.063	1.424	0.036		
14-Sep-21	Tue	0.079	0.147	1.862	0.034		
15-Sep-21	Wed	0.074	0.126	1.699	0.018		
16-Sep-21	Thu	0.077	0.123	1.606	0.026	04-Nov-21	0.038
17-Sep-21	Fri	0.078	0.114	1.458	0.028	15-Oct-21	0.039
18-Sep-21	Sat	0.083	0.140	1.686	0.027	16-Oct-21	0.037
<b>7</b> Count		<b>0.068</b> Average	<b>0.111</b> Average	<b>1.607</b> Average	<b>0.029</b> Average	<b>3</b> Count	<b>0.038</b> Average

Notes:

DW/LG = Dry Weather/Low Groundwater

DW/HG = Dry Weather/High Groundwater

<b>Summary:</b>	Wastewater Production (WWP):	<b>0.068</b> (Assume = ADDF or enter value)
	Avg. Dry Weather Flow (ADDF):	<b>0.068</b>
	Diurnal Peaking Factor (DPF):	<b>1.607</b>
	Dry Weather Infiltration (DWI):	<b>0.000</b> (ADDF - WWP)
	Wet Weather Infiltration Increase (WWI):	<b>0.009</b> (DW/HG - DW/LG)
	Total Infiltration (TI):	<b>0.009</b> (WWI + DWI, DWI > 0)
	Large User Flow	<b>0.000</b>
	Distributed Flow (ADDF - Large User)	<b>0.068</b>



Figure 154 – Dry Weather Diurnal (Site 10)

DIURNAL CURVES  
Meter ID #:10

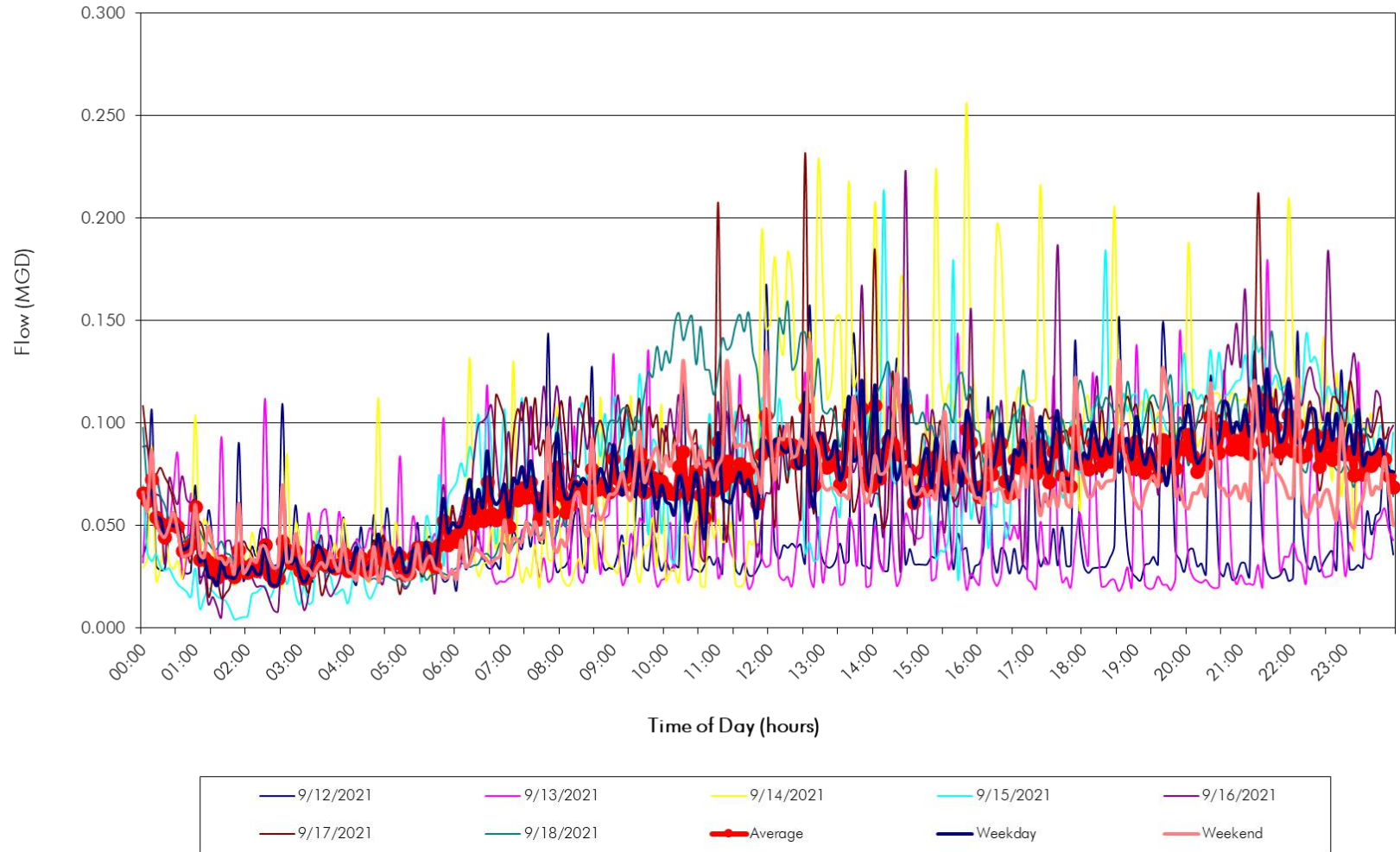


Figure 155 – High/Low Groundwater Diurnal (Site 10)

DRY WEATHER/HIGH GROUNDWATER VS.  
DRY WEATHER/LOW GROUNDWATER  
Meter ID #:10

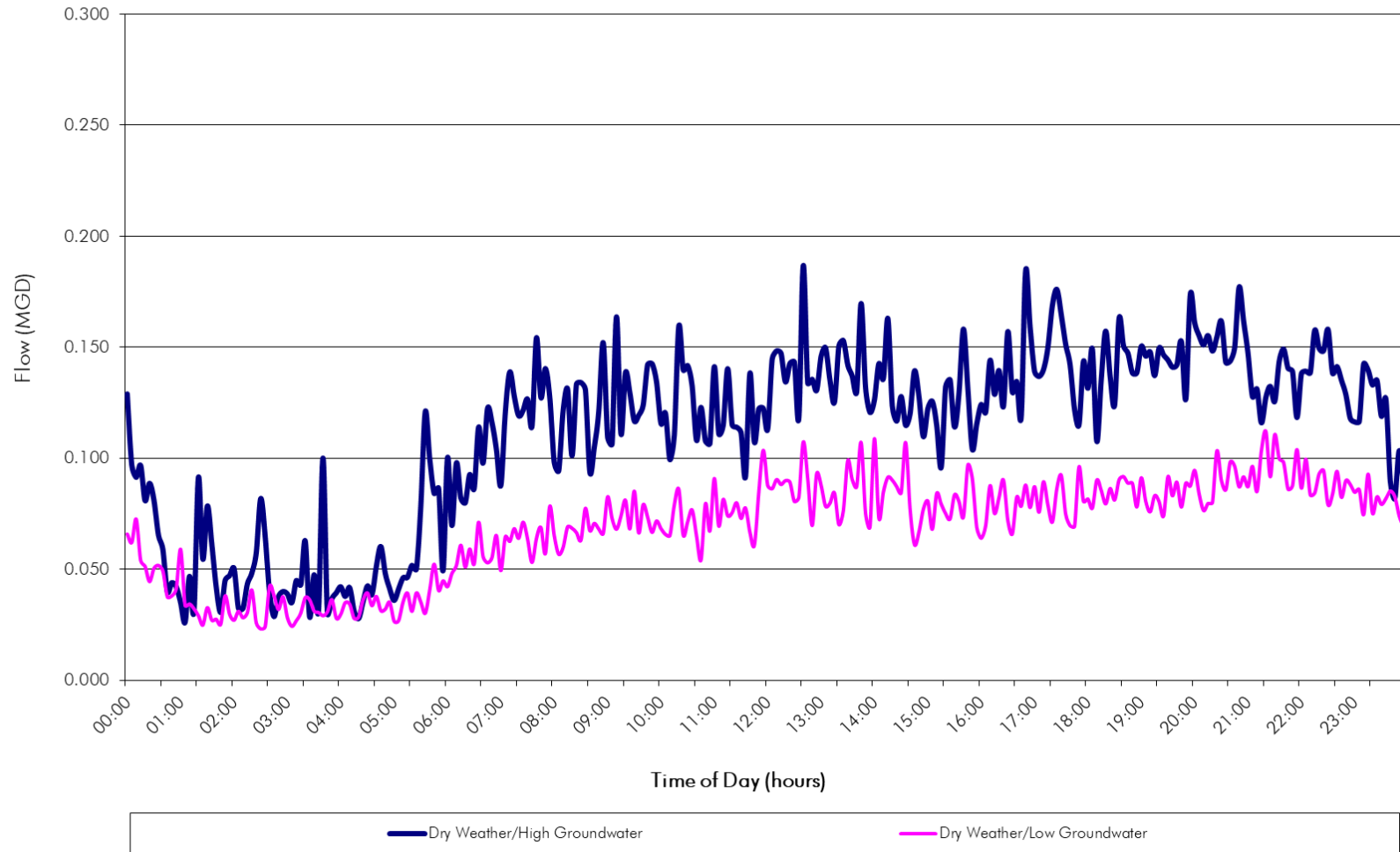
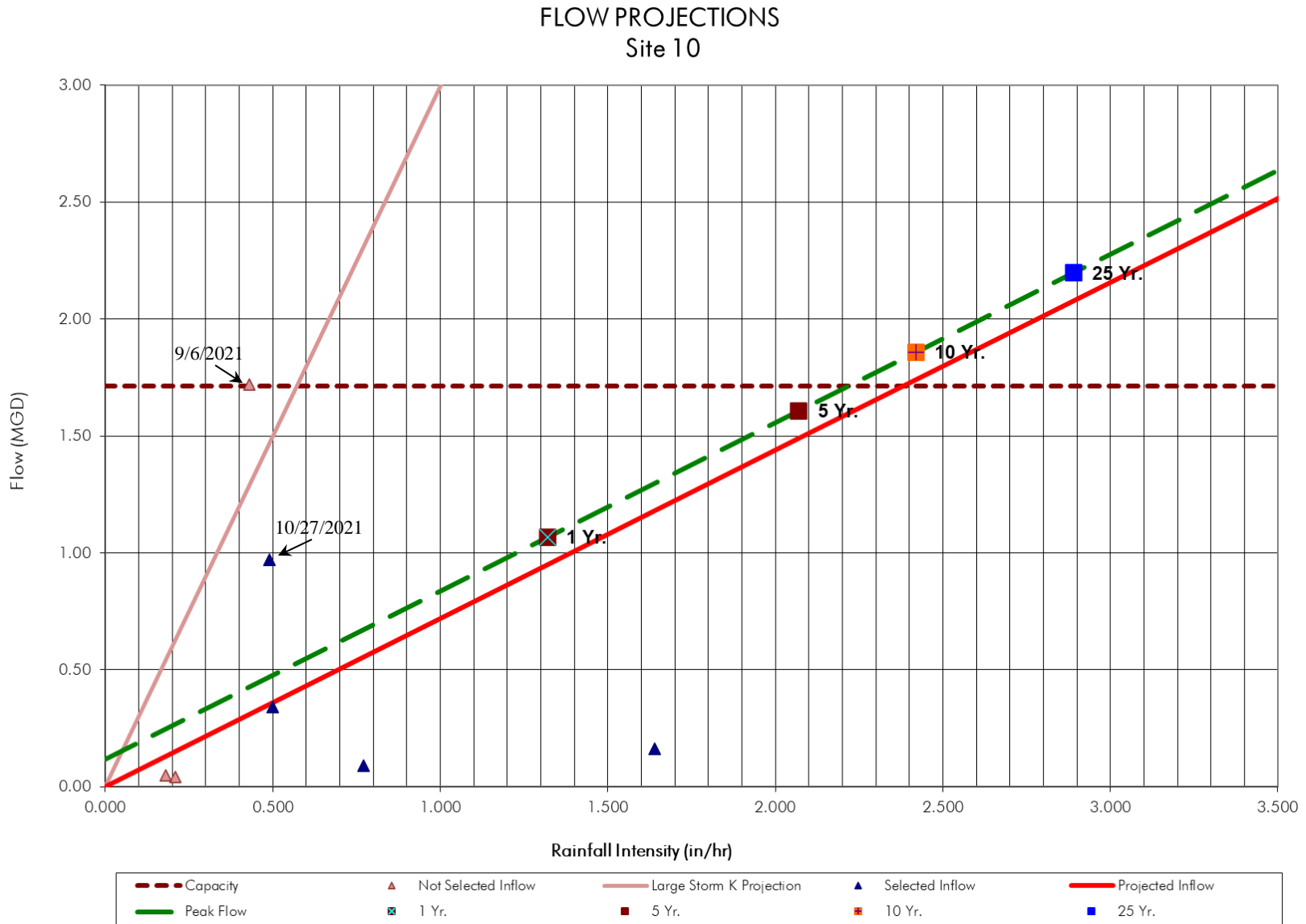


Table 44 – Inflow Calculations and Projections (Site 10)

INFLOW CALCULATIONS AND PROJECTIONS																																																															
Project Name: City of Manor Flow Monitoring Fall 2021																																																															
Project No.: 14925																																																															
Subsystem: 10																																																															
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Units of Flow: MGD																																																															
<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Storm Count: 8</td> <td style="width: 30%;">Cum. Trib. Area: 94 acres</td> <td style="width: 40%;">Pipe Shape: Circular</td> </tr> <tr> <td>Avg Delta Time: 60</td> <td>Cum. Time of Conc.: 60 minutes</td> <td>Pipe Diameter: 12 in</td> </tr> <tr> <td>Avg Kp: 0.01501</td> <td></td> <td>Pipe Slope: 0.006 ft/ft</td> </tr> <tr> <td>Avg Selected Kp: 0.01183</td> <td></td> <td>Pipe Capacity: 1.71 mgd</td> </tr> <tr> <td></td> <td></td> <td>ADDF Cum.: 0.068 mgd</td> </tr> <tr> <td></td> <td></td> <td>ADDF Peak Factor: 1.61</td> </tr> <tr> <td></td> <td></td> <td>Peak ADDF Flow: 0.110 mgd</td> </tr> <tr> <td></td> <td></td> <td>Infiltration: 0.009 mgd</td> </tr> <tr> <td></td> <td></td> <td>Cum. Peak Flow: 0.119 mgd</td> </tr> <tr> <td></td> <td></td> <td>Manning's Coefficient, n: 0.013</td> </tr> </table>																			Storm Count: 8	Cum. Trib. Area: 94 acres	Pipe Shape: Circular	Avg Delta Time: 60	Cum. Time of Conc.: 60 minutes	Pipe Diameter: 12 in	Avg Kp: 0.01501		Pipe Slope: 0.006 ft/ft	Avg Selected Kp: 0.01183		Pipe Capacity: 1.71 mgd			ADDF Cum.: 0.068 mgd			ADDF Peak Factor: 1.61			Peak ADDF Flow: 0.110 mgd			Infiltration: 0.009 mgd			Cum. Peak Flow: 0.119 mgd			Manning's Coefficient, n: 0.013															
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YEAR STORM (R)	Peak Rainfall Rate (in/hr)	Peak Inflow Rate (mgd)	Peak Inflow Rate (cfs)	Peak Flow (mgd)																																																											
0	0	0	0	0.119																																																											
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50	3.270	2.351	3.637	2.470																																																											
100	3.660	2.631	4.071	2.750																																																											
(1) Storm Name	(2) Total Rainfall (in.)	(3) Length of Storm (hrs)	(4) Time Qp	(5) Time ip	(6) Delta Time (min)	(7) Peak Flow Rate (mgd)	(8) WWP+Infilt. Date	(9) WWP+Infilt (mgd)	(10) Peak Inflow Rate (mgd)	(11) Rain i In/hr	(12) Kp	(13) Use? Y/N	(14) Selected *Kp*	(15) Time from Qp to 1/2 Inflow (hrs)	(16) *Kv*	(17) Selected *Kv*	(18) Calc. Inflow Vol. mg	(19) Note																																													
9/6/21 14:50	0.43	0.58	9/6/21 15:20	9/6/21 15:00	20	1.744	09/05/21	0.023	1.722	0.430	0.06590	n						Surcharge																																													
9/28/21 20:50	1.68	6.92	9/28/21 21:30	9/28/21 21:25	5	0.207	09/21/21	0.116	0.090	0.770	0.00193	y	0.00193																																																		
10/1/21 5:10	0.28	3.50	10/1/21 6:20	10/1/21 5:15	65	0.107	09/24/21	0.064	0.043	0.210	0.00340	n						No reaction																																													
10/11/21 0:05	0.35	1.25	10/11/21 0:10	10/11/21 0:05	5	0.121	10/10/21	0.140	-0.019	0.330	-0.00095	n						No reaction																																													
10/13/21 22:00	3.20	15.00	10/13/21 23:55	10/13/21 23:10	45	0.236	10/12/21	0.074	0.161	1.640	0.00162	y	0.00162																																																		
10/27/21 5:20	0.62	2.33	10/27/21 6:10	10/27/21 5:35	35	1.014	10/20/21	0.044	0.970	0.490	0.03258	y	0.03258																																																		
11/3/21 8:05	1.79	10.67	11/3/21 13:50	11/3/21 10:35	195	0.402	11/02/21	0.061	0.340	0.500	0.01121	y	0.01121																																																		
11/27/21 7:45	0.70	13.92	11/27/21 16:15	11/27/21 14:25	110	0.154	11/26/21	0.105	0.048	0.180	0.00441	n						No reaction																																													

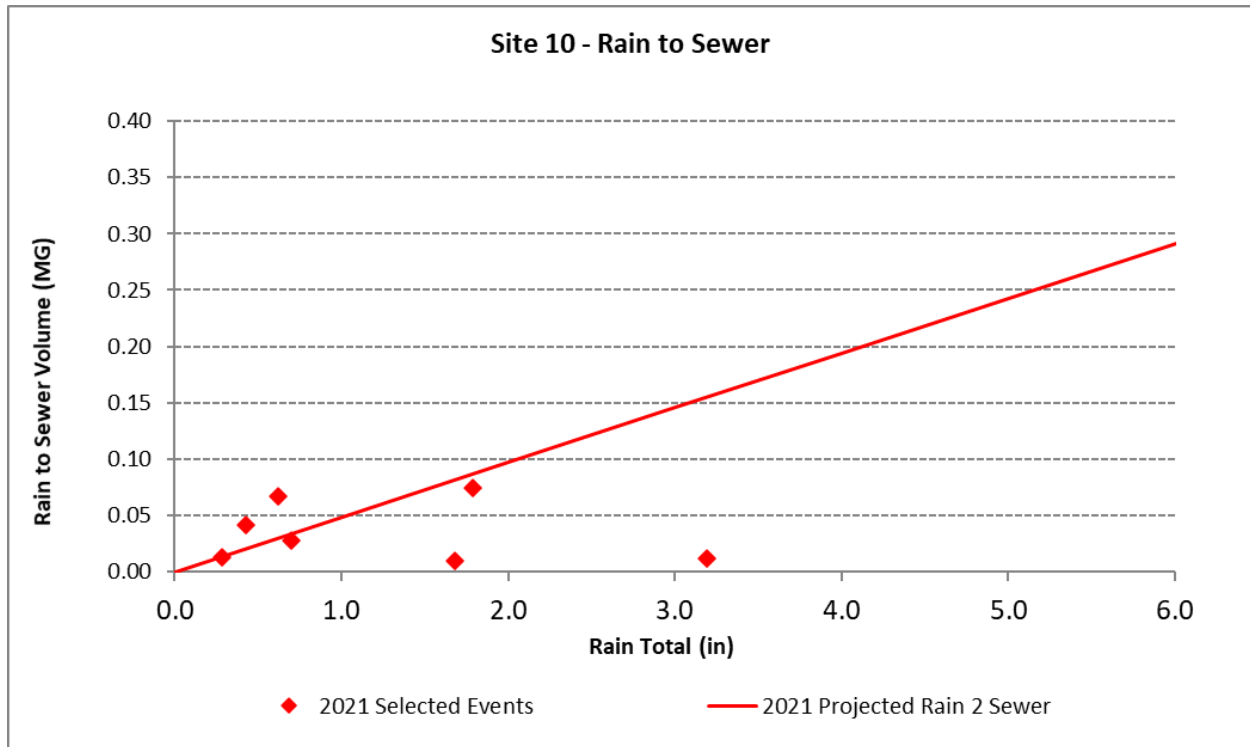
Figure 156 – Inflow Projections (Site 10)



**Table 45 – Rain to Sewer Summary (Site 10)**

Meter Site	Storm Date	Storm Rain Depth (in)	Rain Volume (MG)	Storm I&I Volume (MG)	Rain to Sewer (%)
Site 10 (12")	9/6/2021	0.43	1.098	0.042	3.81%
	9/28/2021	1.68	4.288	0.009	0.22%
	10/1/2021	0.28	0.715	0.013	1.75%
	10/13/2021	3.19	8.142	0.011	0.14%
	10/27/2021	0.62	1.582	0.067	4.21%
	11/3/2021	1.79	4.569	0.074	1.62%
	11/27/2021	0.70	1.787	0.028	1.56%
	<b>Average</b>				

**Figure 157 – Rain to Sewer Volumetric Analysis (Site 10)**



## A.11 Site 11

### Description

Site 11, at manhole J14-021, was located just outside the Presidential Heights Lift Station. The sensor is in the influent 8" diameter PVC pipe. The meter measured flow to an exterior basin to Site 12 and contributes to the Wilbarger Wastewater Treatment Plant.

### Observations

The average flow depth was 2.69 inches and the average velocity observed was 2.38 feet per second. The collected data from this monitoring site was considered good even with constant medium to heavy debris reported during a few site services. The velocity had several low-level velocity dropouts that were autocorrected with valid recordings before and after dropout. The level and velocity was consistent with manual measurements during site visits.

Site 11 experienced no surcharging during 2021 flow monitoring.

**Table 46 – Service Interrogations Summary (Site 11)**

Site ID	Date	Time	Size	Level (in)			Level (in) After Cleaning			Velocity (fps)			Velocity After Cleaning (fps)				
Number	Install / Download		(in)	Manual	Meter	Diff.	Manual	Meter	Diff.	Manual	Meter	Diff.	Manual	Meter	Diff.	Purpose:	Comment:
Site 11	9/1/2021	13:52	8	1.75	1.80	0.05	1.75	1.80	0.05	1.25	1.00	-0.25	1.75	1.89	0.14	Install	Meter installed at in pipe
	9/14/2021	10:40		2.50	2.60	0.10	2.00	2.20	0.20	2.50	2.50	0.00	2.50	2.80	0.30	Service/Upload	
	9/28/2021	10:52		2.00	2.00	0.00	2.25	2.00	-0.25	3.00	2.86	-0.14	3.00	2.80	-0.20	Service/Upload	
	10/13/2021	10:20		3.50	3.60	0.10	3.00	3.12	0.12	1.75	2.05	0.30	1.75	2.05	0.30	Service/Upload	
	10/27/2021	10:20		3.00	3.37	0.37	2.50	3.00	0.50	2.25	2.33	0.08	2.50	2.25	-0.25	Service/Upload	
	11/9/2021	10:22		1.75	2.79	1.04	2.50	2.49	-0.01	0.50	0.69	0.19	1.75	1.76	0.01	Service/Upload	Medium to heavy debris.
	11/29/2021	13:54		2.50	2.61	0.11	2.00	1.75	-0.25	2.25	2.25	0.00	3.00	3.04	0.04	Removal	Medium debris.

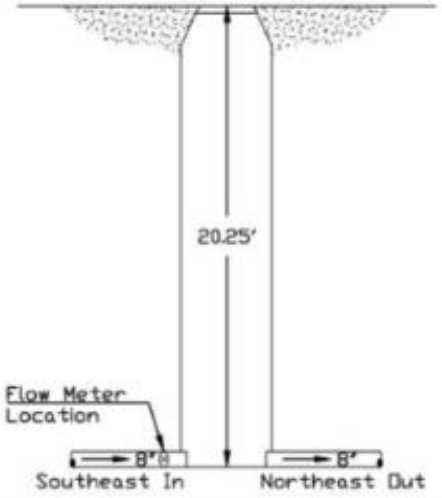
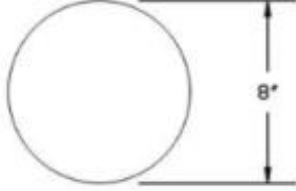

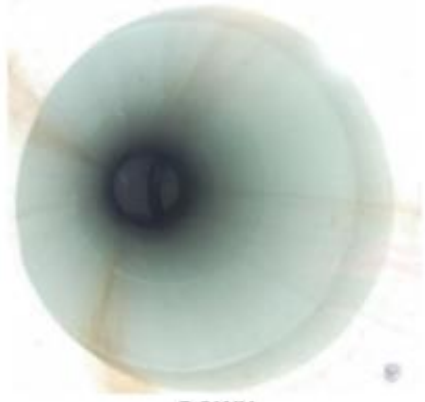
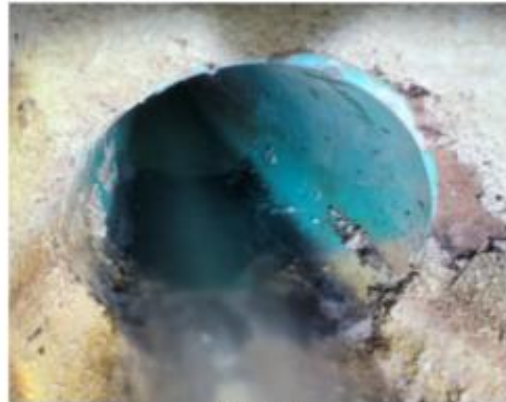

Figure 158 – Flow Meter Site Investigation (Site 11)

**Flow Meter Site Investigation**

<b>Project:</b> Manor I&I Program		<b>Location:</b> City of Manor, TX		<b>Date/Time:</b> 11-29-2021 / 13:54		<b>Crew:</b> JA-VI	
<b>MH#:</b> J14-021		<b>Pipe Shape:</b> Circular		<b>Pipe Material:</b> PVC		<b>Pipe Size (in):</b> 8	
<b>Site ID:</b> 11	<b>Address:</b> Jared Argo Cv.		<b>Site Quality:</b> Good		<b>Monitoring Purpose:</b> Short-term FM		
<b>Location Map</b>				<b>Planar Description</b>			
<p><b>Summary Description:</b>                  Located right outside of Lift Station site. Manhole is in the middle of the driveway at the cul-de-sac of Jared Argo Cove.</p>							
<b>Site Hazards</b>		<b>Measurements</b>			<b>Site Conditions</b>		
Heavy Traffic? None		Manhole Depth (ft): 20.25			Surcharge Evidence? No		
Needed Traffic Attendants: 0		Manhole Dia. (in): 48.00			Depth of Surcharge (ft): 0.00		
H <sub>2</sub> S: 0	O <sub>2</sub> : 20.8	MH Cover Size (in): 32.00			Depth of Debris (in): 0.00		
LEL: 0	CO: 0	MH Cover Type: Bolt Down			Usable MH Steps? No		
Describe potential hazards:		Measured Flow Depth (in): 2.00			Meter: ISCO 2150		
		Velocity (fps): 3.00			Cellular Signal Strength: N/A		
		Mounting Band Description: Spring Band			Antennae Install Considerations: N/A		
		Other Comments:			Permanent Power Available? No		





Installation Sketch & Notes	Pipe Cross Section																																				
 <p style="text-align: center;">20.25'</p> <p style="text-align: center;">Flow Meter Location</p> <p style="text-align: center;">8" 8"</p> <p style="text-align: center;">Southeast In Northeast Out</p>	 <p style="text-align: center;">8"</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 25%;">Depth (in)</th> <th style="width: 25%;">Width (in)</th> <th style="width: 25%;">Depth (in)</th> <th style="width: 25%;">Width (in)</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Depth (in)	Width (in)	Depth (in)	Width (in)																																
Depth (in)	Width (in)	Depth (in)	Width (in)																																		
 <p style="text-align: center;"><b>SURFACE</b></p>	 <p style="text-align: center;"><b>DOWN</b></p>																																				
 <p style="text-align: center;"><b>INFLOW</b></p>	 <p style="text-align: center;"><b>OUTFLOW</b></p>																																				



**Figure 159 – Site Information (Site 11)**

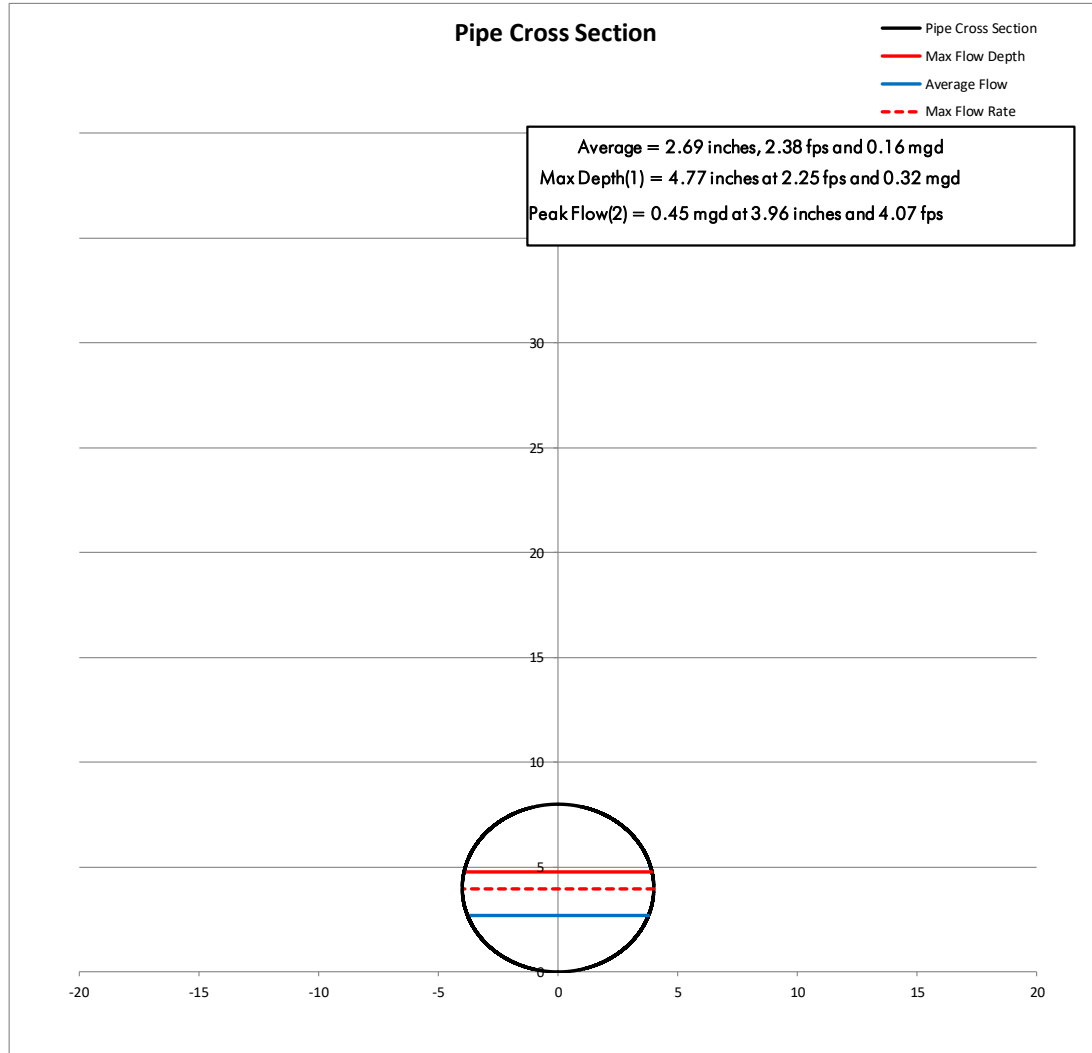
**SITE INFORMATION RECORD**

**Site Information**

Meter ID #:	11
Monitoring Program:	Short-Term FM
Manhole #:	J14-021

**Sewer Information**

Pipe Shape	Circle
Pipe Height, H (in):	8
Pipe Width, W (in):	8
Manning Roughness Coefficient, n:	0.013
As-Built Pipe Slope, S (ft/ft):	0.0155 ASSUMEDI



Site ID Number	Date	Diameter (in.)	Time	Level (in.) After Cleaning			Velocity (fps) After Cleaning			
				Manual	Meter	Diff	Manual	Meter	Diff.	
Site 11	9/1/2021	8	13:52	1.75	1.80	0.05	1.75	1.89	0.14	
	9/14/2021		10:40	2.00	2.20	0.20	2.50	2.80	0.30	
	9/28/2021		10:52	2.25	2.00	-0.25	3.00	2.80	-0.20	
	10/13/2021		10:20	3.00	3.12	0.12	1.75	2.05	0.30	
	10/27/2021		10:20	2.50	3.00	0.50	2.50	2.25	-0.25	
	11/9/2021		10:22	2.50	2.49	-0.01	1.75	1.76	0.01	
	11/29/2021		13:54	2.00	1.75	-0.25	3.00	3.04	0.04	

Figure 160 – September Monthly Flow Hydrograph (Site 11)

**SITE 11 HYDROGRAPH**  
**(MH J14-021) 8"**

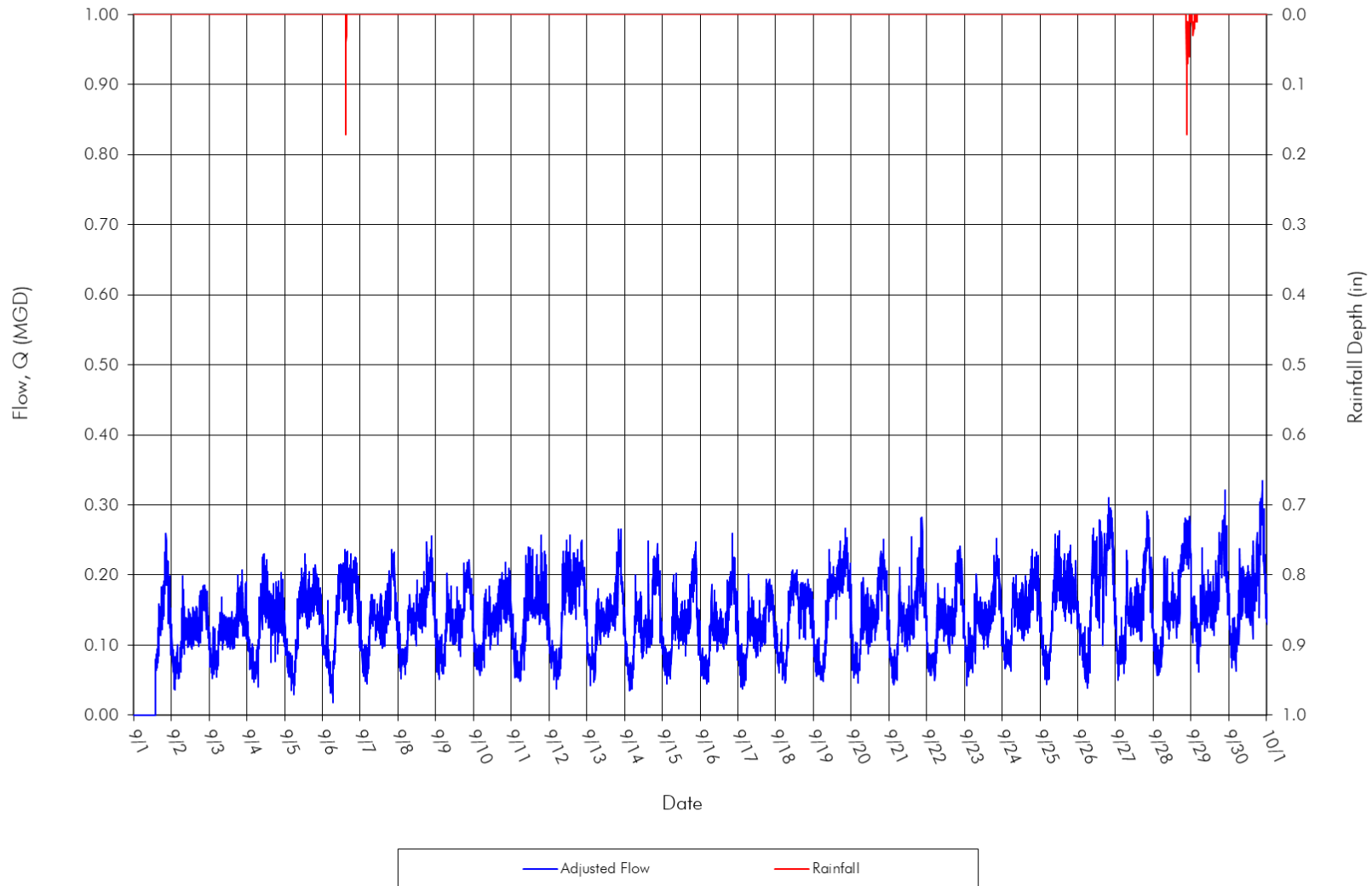


Figure 161 – September Monthly Level and Velocity Hydrograph (Site 11)

SITE 11 LEVEL & VELOCITY  
(MH J14-021) 8"

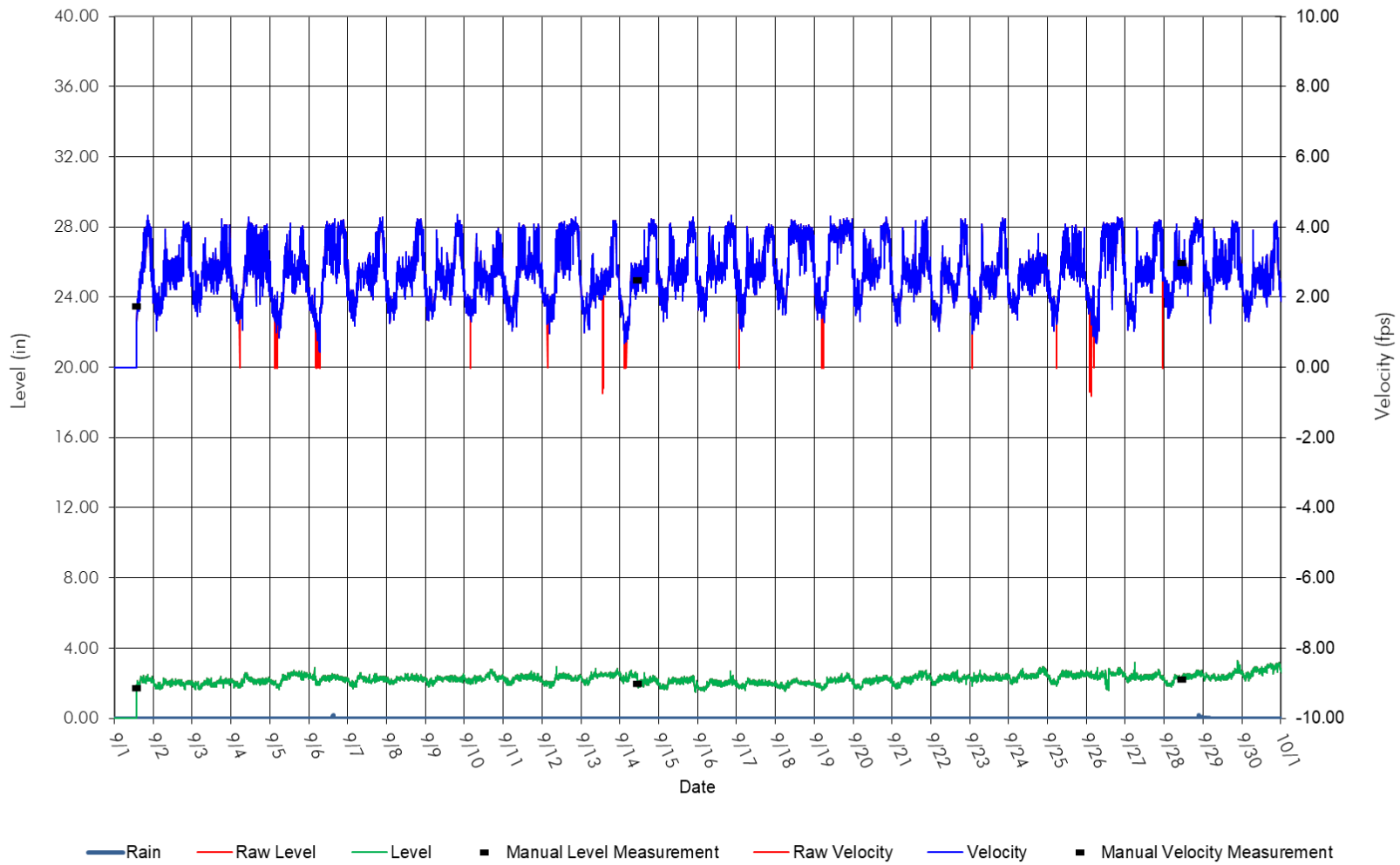


Figure 162 – October Flow Hydrograph (Site 11)

**SITE 11 HYDROGRAPH**  
**(MH J14-021) 8"**

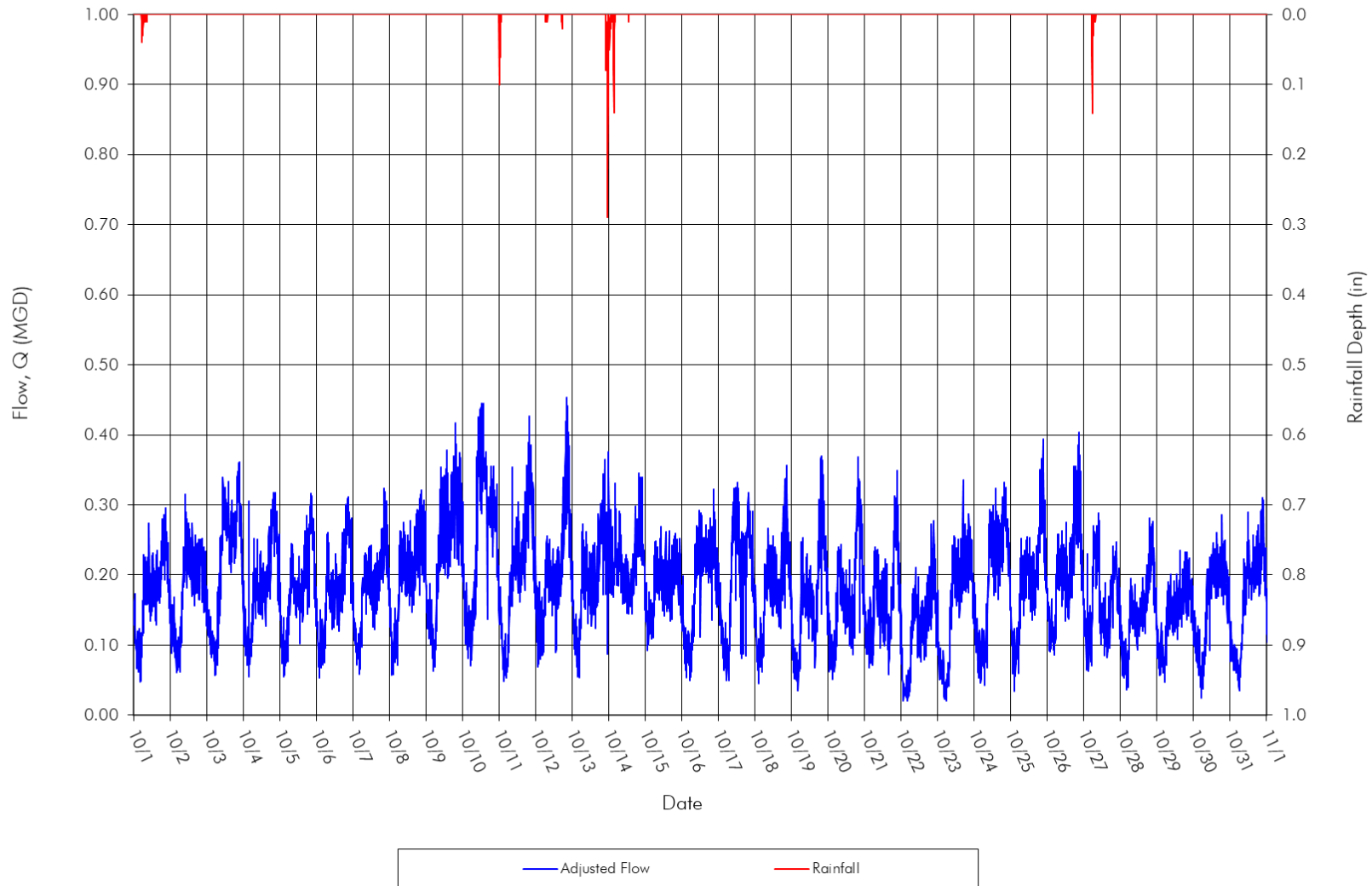


Figure 163 – October Monthly Level and Velocity Hydrograph (Site 11)

SITE 11 LEVEL & VELOCITY  
(MH J14-021) 8"

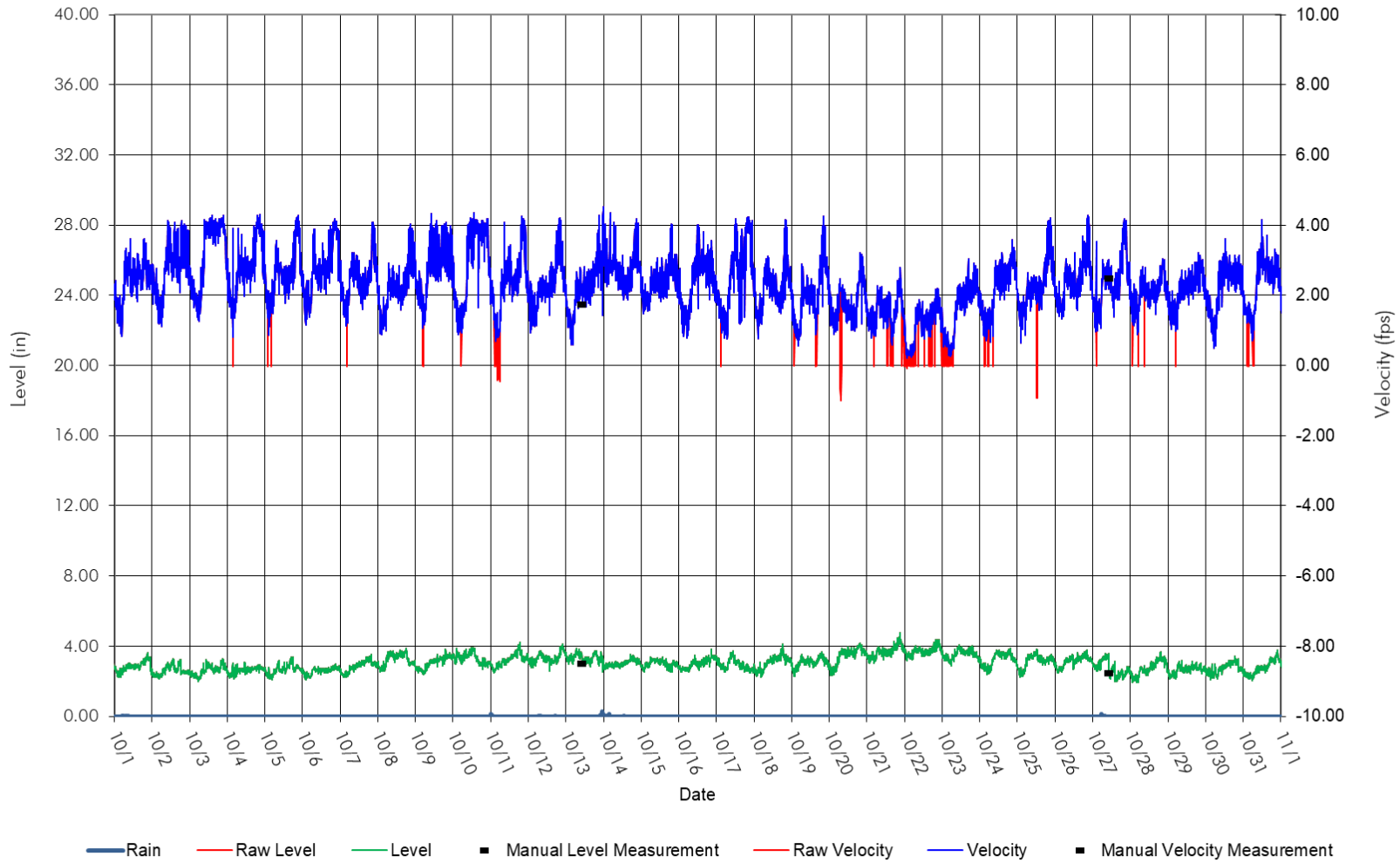


Figure 164 – November Monthly Flow Hydrograph (Site 11)

**SITE 11 HYDROGRAPH**  
**(MH J14-021) 8"**

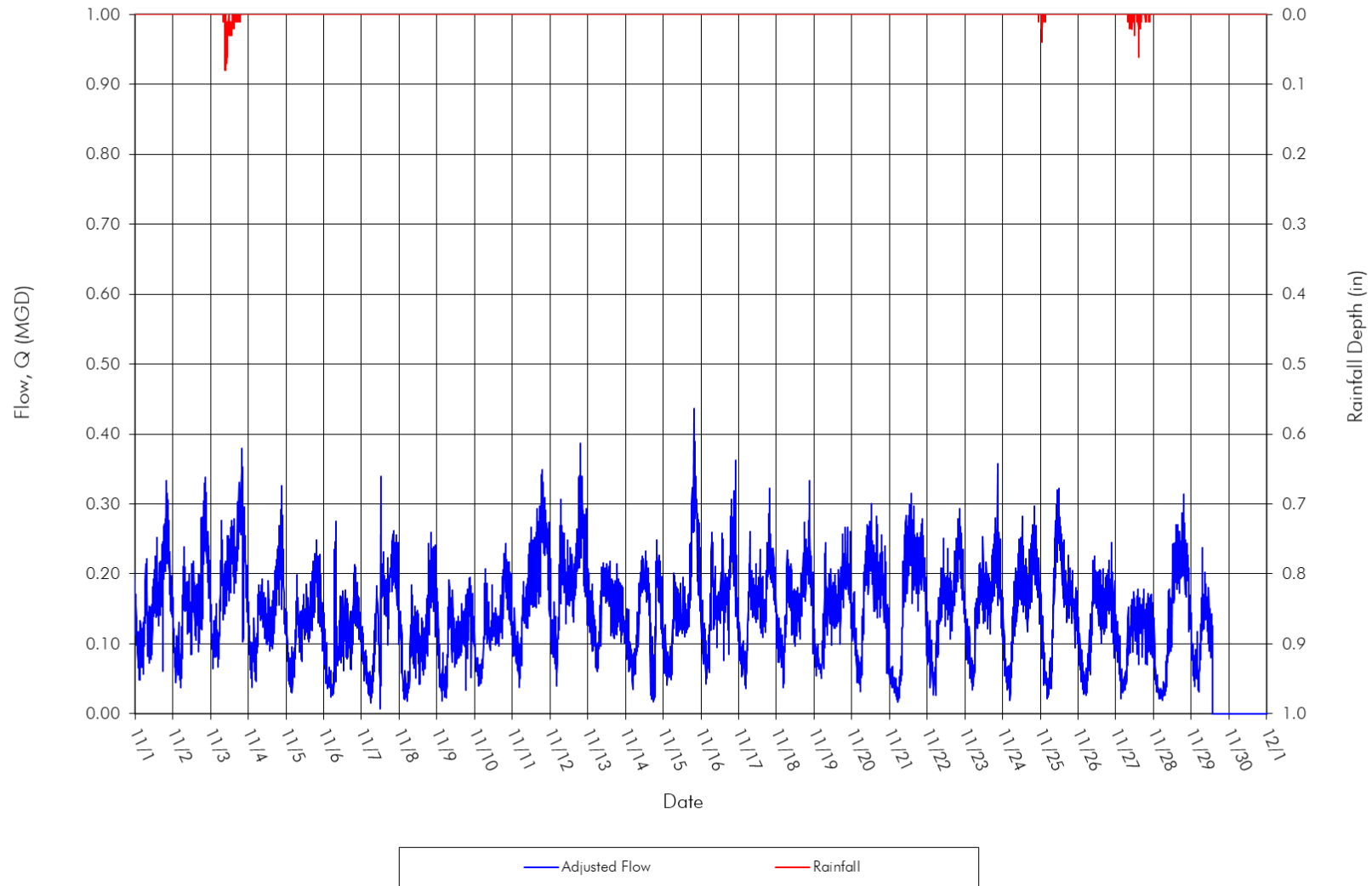


Figure 165 – November Level and Velocity Hydrograph (Site 11)

SITE 11 LEVEL & VELOCITY  
(MH J14-021) 8"

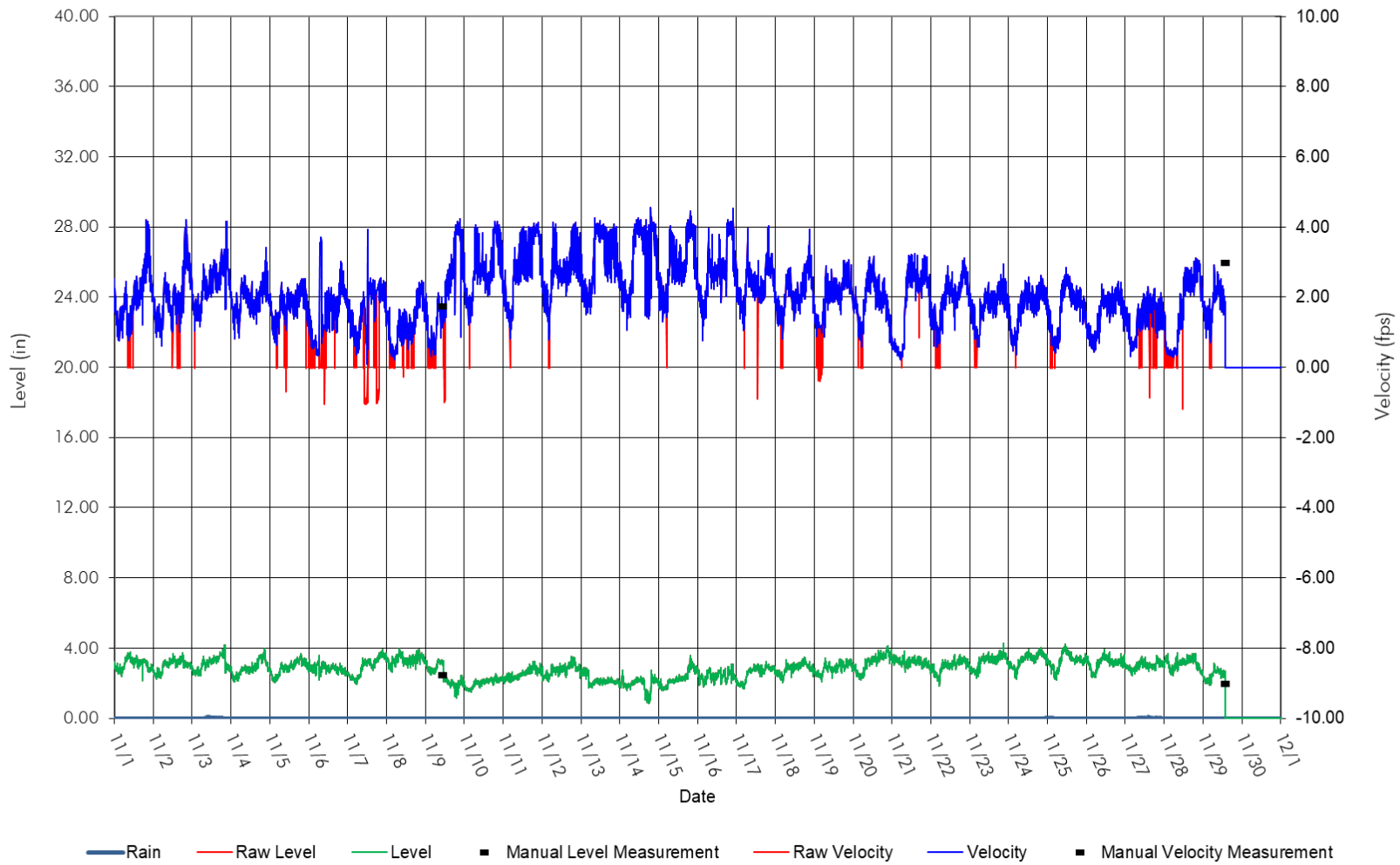




Figure 166 – Overall Flow Hydrograph (Site 11)

**SITE 11 HYDROGRAPH**  
**(MH J14-021) 8"**

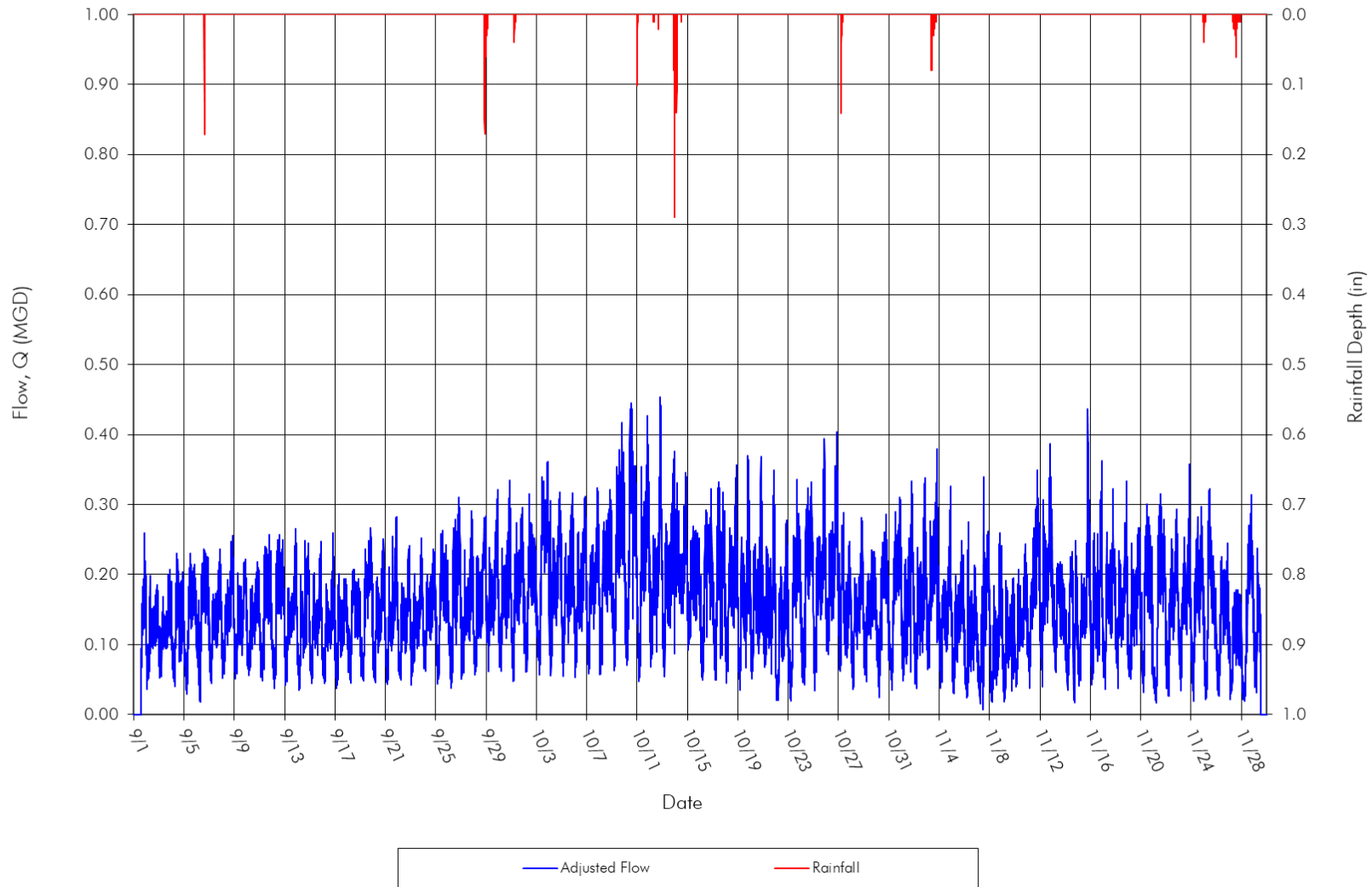


Figure 167 – Overall Level and Velocity Hydrograph (Site 11)

SITE 11 LEVEL & VELOCITY  
(MH J14-021) 8"

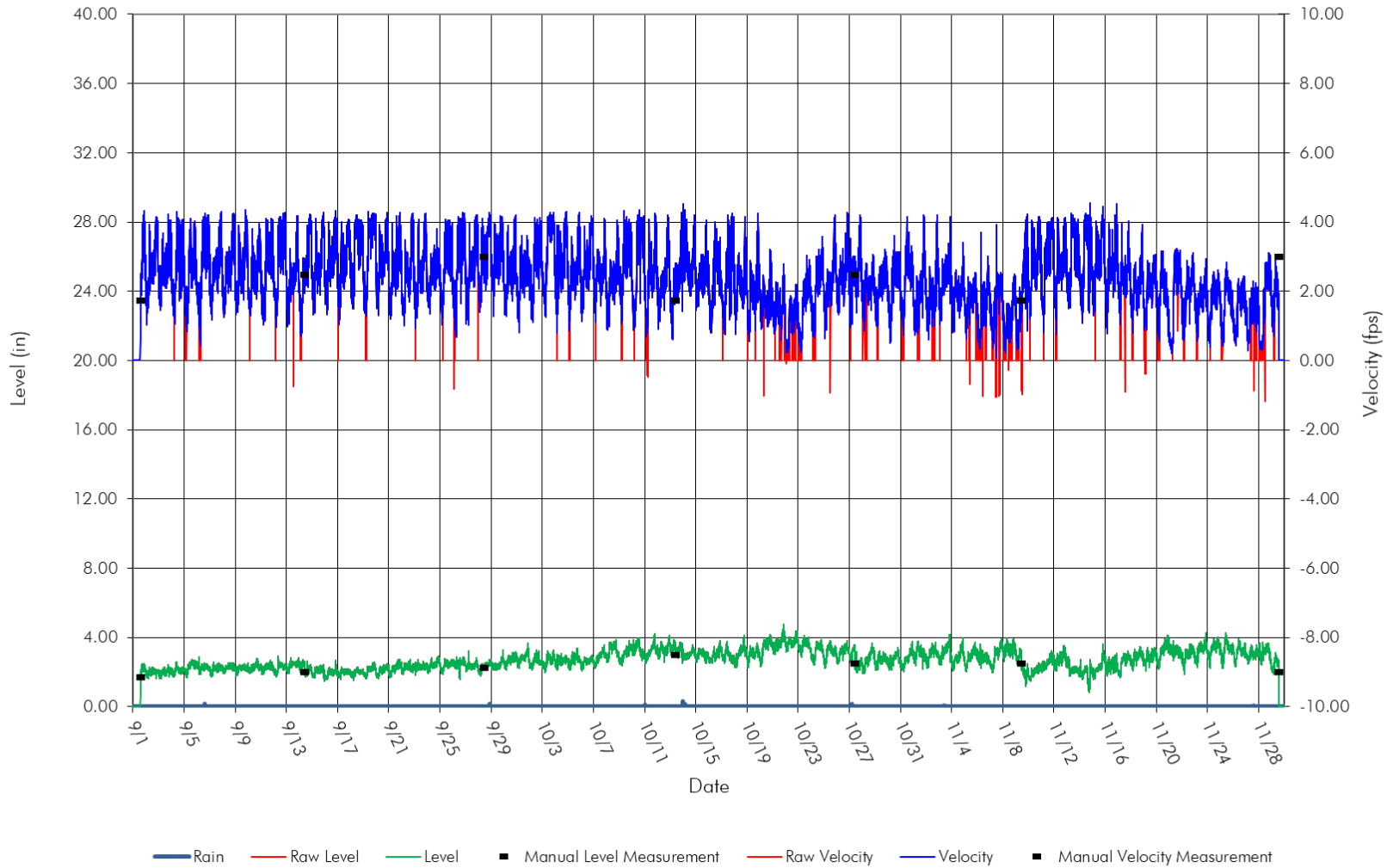
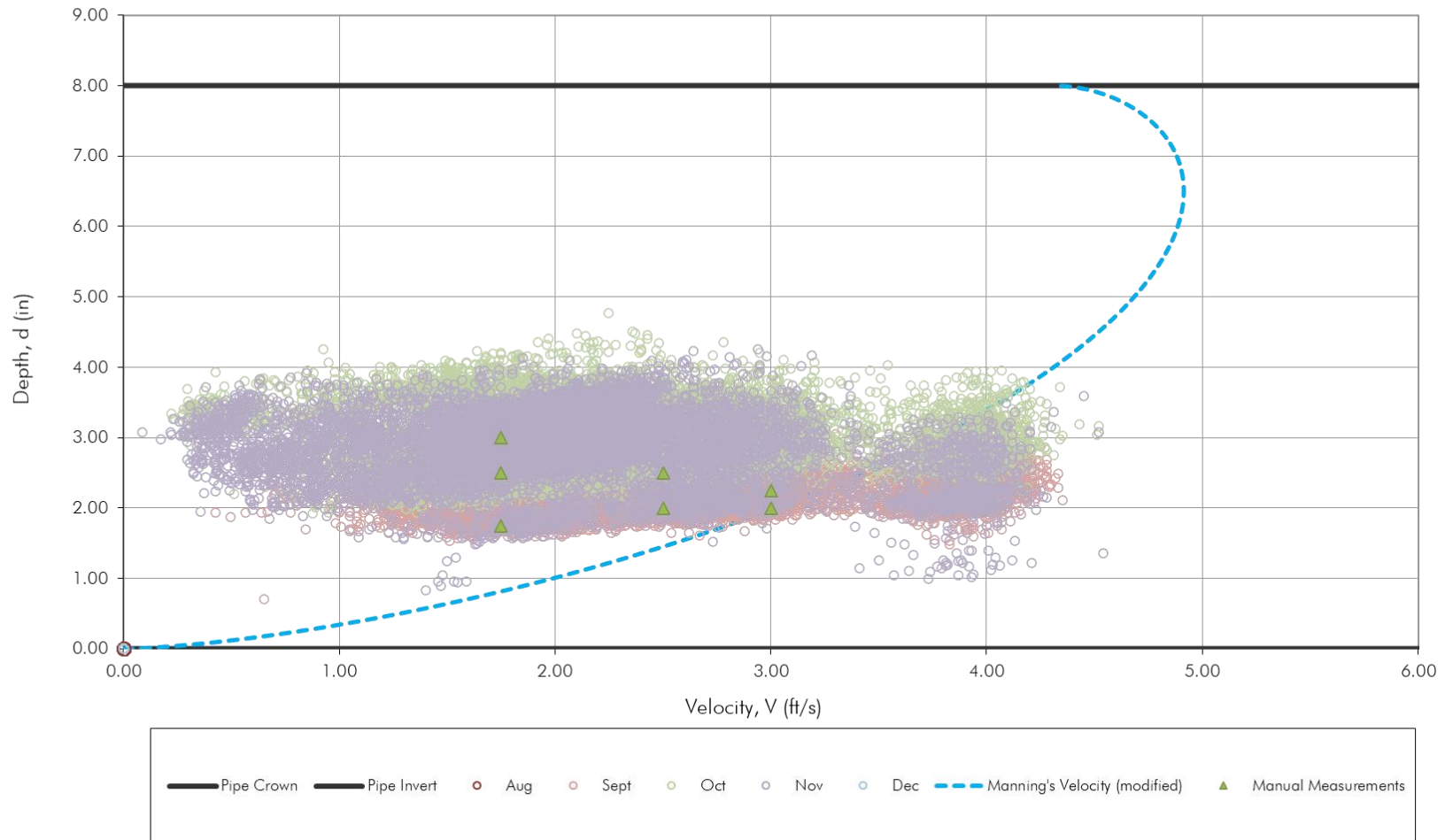


Figure 168 – Standard Flow Scattergraph (Site 11)

SITE 11 SCATTERGRAPH

(MH J14-021) 8"



**Table 47 – ADDF and Infiltration Summary (Site 11)**

AVERAGE DAILY DRY WEATHER FLOW, WASTEWATER PRODUCTION, AND INFILTRATION							
Project Name: City of Manor Flow Monitoring Fall 2021							
Project No: 14925		Units of Flow: MGD					
Subsystem: 11							
Meter: 11							
(1) DW/LG Date	(2) Day	(3) Avg. Dry Weather (ADDF) Flow	(4) Peak Hourly Dry Weather Flow	(5) Diurnal Peaking Factor	(6) DW/LG Lowest 3-Hour Flow	(7) DW/HG Date	(8) DW/HG Lowest 3-Hour Flow
12-Sep-21	Sun	0.153	0.226	1.476	0.062		
13-Sep-21	Mon	0.139	0.238	1.712	0.072		
14-Sep-21	Tue	0.128	0.212	1.656	0.052		
15-Sep-21	Wed	0.129	0.216	1.680	0.069		
16-Sep-21	Thu	0.124	0.211	1.701	0.064	04-Nov-21	0.082
17-Sep-21	Fri	0.121	0.174	1.441	0.068	15-Oct-21	0.134
18-Sep-21	Sat	0.139	0.192	1.379	0.067	16-Oct-21	0.085
<b>7 Count</b>		<b>0.133 Average</b>	<b>0.210 Average</b>	<b>1.578 Average</b>	<b>0.065 Average</b>	<b>3 Count</b>	<b>0.100 Average</b>

Notes:

DW/LG = Dry Weather/Low Groundwater

DW/HG = Dry Weather/High Groundwater

<b>Summary:</b>	Wastewater Production (WWP):	<b>0.133</b>	(Assume = ADDF or enter value)
	Avg. Dry Weather Flow (ADDF):	<b>0.133</b>	
	Diurnal Peaking Factor (DPF):	<b>1.578</b>	
	Dry Weather Infiltration (DWI):	<b>0.000</b>	(ADDF - WWP)
	Wet Weather Infiltration Increase (WWI):	<b>0.036</b>	(DW/HG - DW/LG)
	Total Infiltration (TI):	<b>0.036</b>	(WWI + DWI, DWI > 0)
	Large User Flow	<b>0.000</b>	
	Distributed Flow (ADDF - Large User)	<b>0.133</b>	

Figure 169 – Dry Weather Diurnal (Site 11)

DIURNAL CURVES  
Meter ID #:11

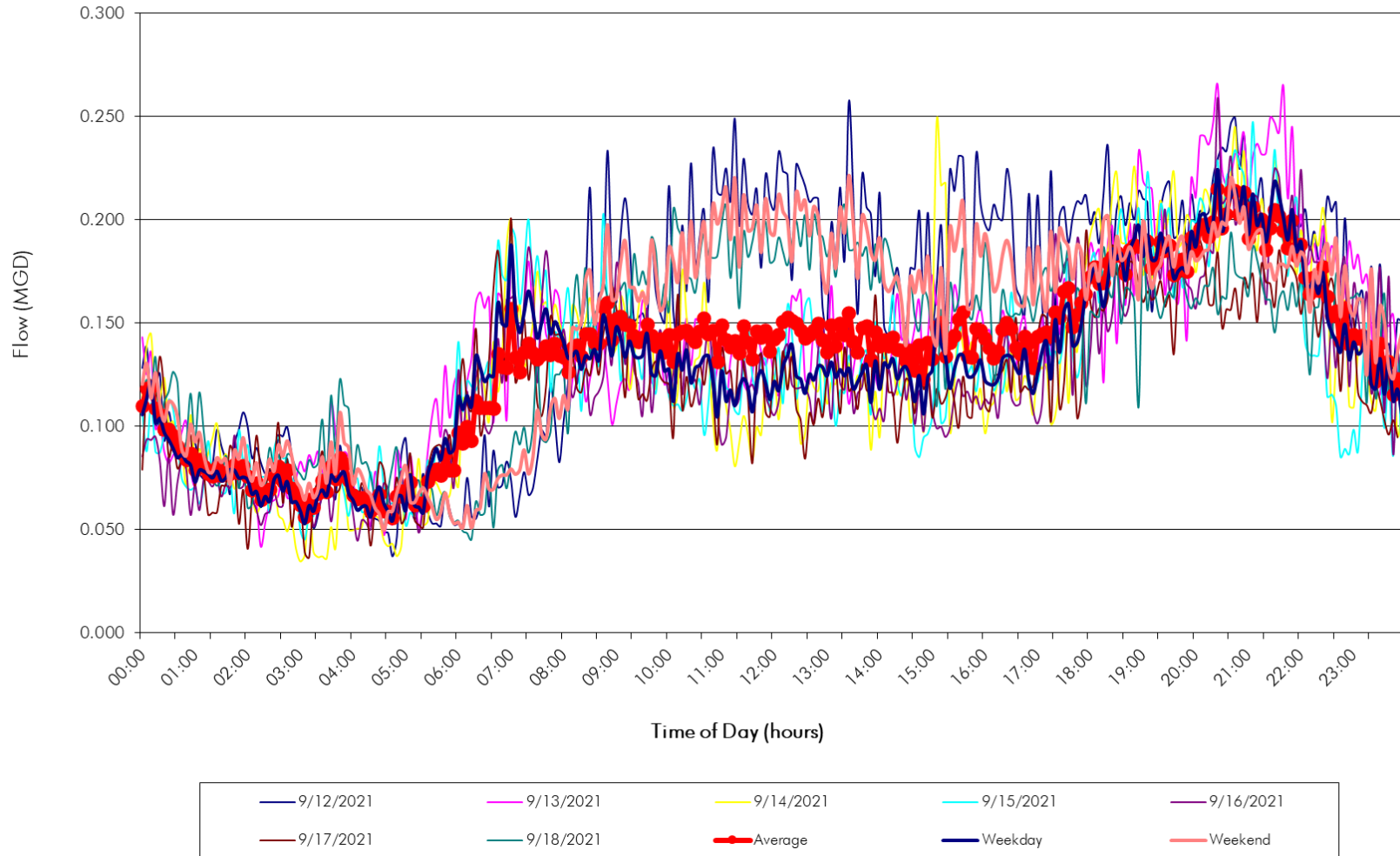


Figure 170 – High/Low Groundwater Diurnal (Site 11)

DRY WEATHER/HIGH GROUNDWATER VS.  
DRY WEATHER/LOW GROUNDWATER  
Meter ID #:11

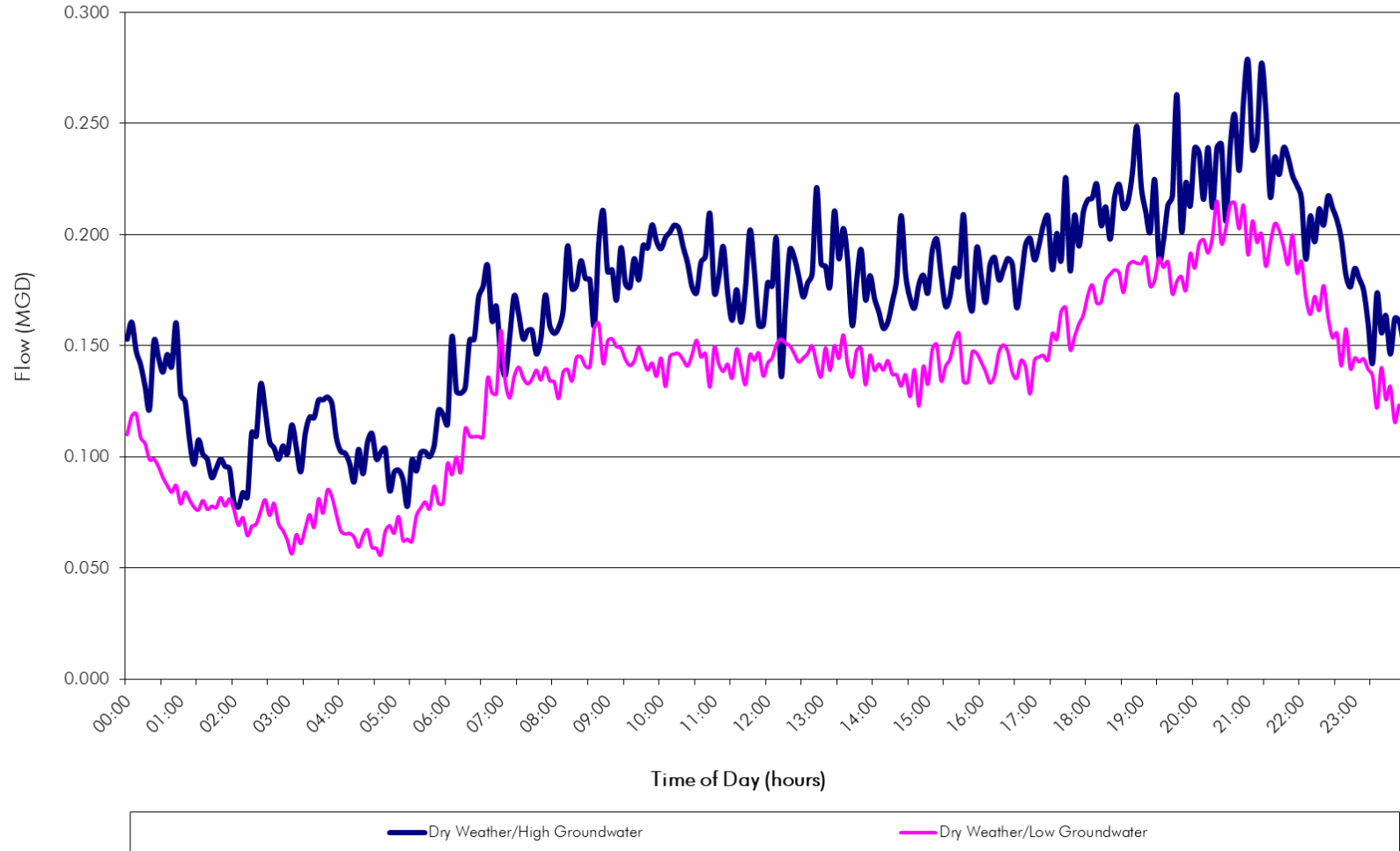
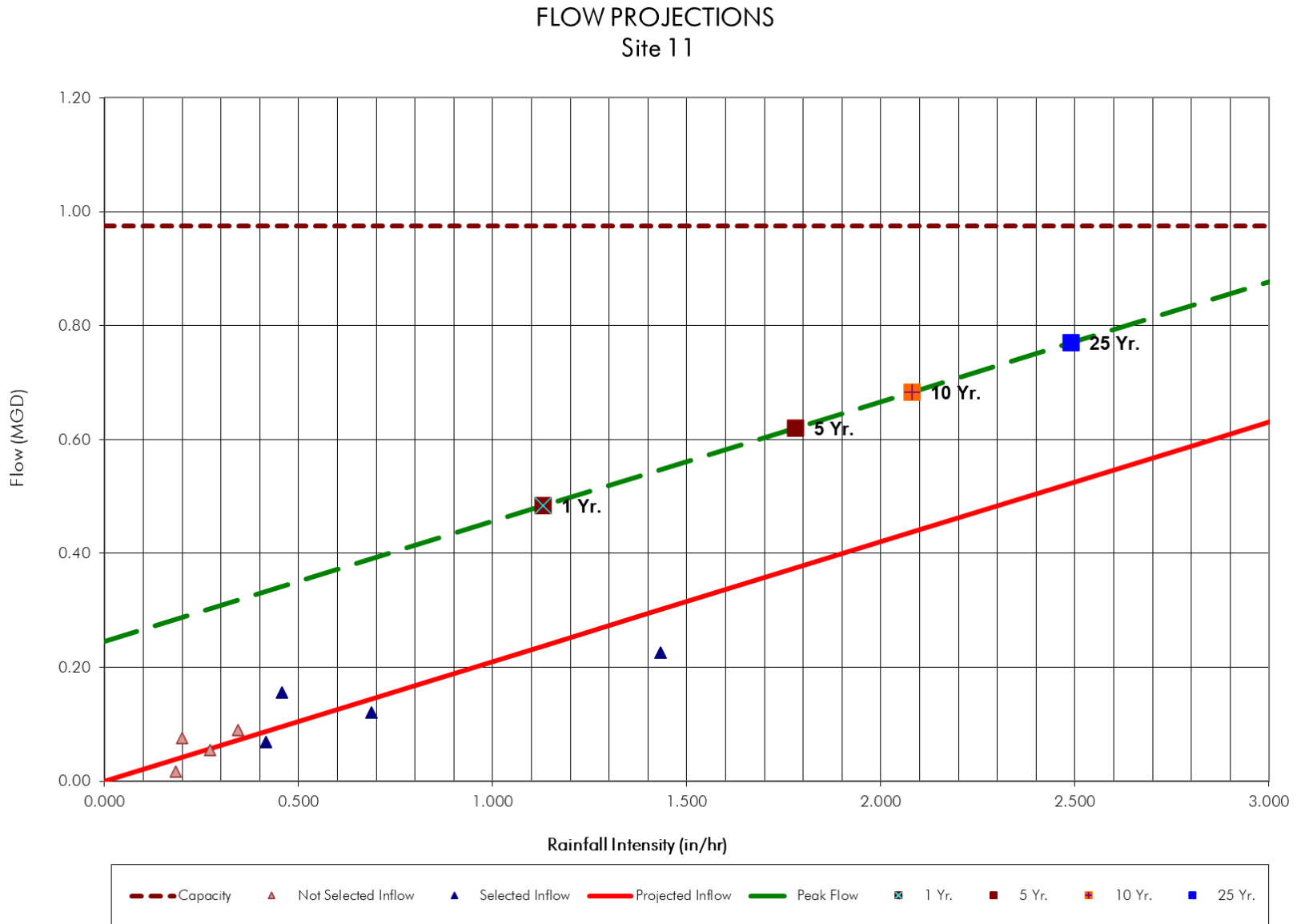


Table 48 – Inflow Calculations and Projections (Site 11)

INFLOW CALCULATIONS AND PROJECTIONS																																																															
Project Name: City of Manor Flow Monitoring Fall 2021																																																															
Project No.: 14925																																																															
Subsystem: 11																																																															
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<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Storm Count: 8</td> <td style="width: 30%;">Cum. Trib. Area: 143 acres</td> <td style="width: 30%;">Pipe Shape: Circular</td> </tr> <tr> <td>Avg Delta Time: 76</td> <td>Cum. Time of Conc.: 75 minutes</td> <td>Pipe Diameter: 8 in</td> </tr> <tr> <td>Avg Kp: 0.00240</td> <td></td> <td>Pipe Slope: 0.016 ft/ft</td> </tr> <tr> <td>Avg Selected Kp: 0.00228</td> <td></td> <td>Pipe Capacity: 0.97 mgd</td> </tr> <tr> <td></td> <td></td> <td>ADDF Cum.: 0.133 mgd</td> </tr> <tr> <td></td> <td></td> <td>ADDF Peak Factor: 1.58</td> </tr> <tr> <td></td> <td></td> <td>Peak ADDF Flow: 0.210 mgd</td> </tr> <tr> <td></td> <td></td> <td>Infiltration: 0.036 mgd</td> </tr> <tr> <td></td> <td></td> <td>Cum. Peak Flow: 0.246 mgd</td> </tr> <tr> <td></td> <td></td> <td>Manning's Coefficient, n: 0.013</td> </tr> </table>																			Storm Count: 8	Cum. Trib. Area: 143 acres	Pipe Shape: Circular	Avg Delta Time: 76	Cum. Time of Conc.: 75 minutes	Pipe Diameter: 8 in	Avg Kp: 0.00240		Pipe Slope: 0.016 ft/ft	Avg Selected Kp: 0.00228		Pipe Capacity: 0.97 mgd			ADDF Cum.: 0.133 mgd			ADDF Peak Factor: 1.58			Peak ADDF Flow: 0.210 mgd			Infiltration: 0.036 mgd			Cum. Peak Flow: 0.246 mgd			Manning's Coefficient, n: 0.013															
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<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>YEAR STORM (R)</th> <th>Peak Rainfall Rate (in/hr)</th> <th>Peak Inflow Rate (mgd)</th> <th>Peak Inflow Rate (cfs)</th> <th>Peak Flow (mgd)</th> </tr> </thead> <tbody> <tr><td>0</td><td>0</td><td>0</td><td>0</td><td>0.246</td></tr> <tr><td>1</td><td>1.130</td><td>0.238</td><td>0.368</td><td>0.483</td></tr> <tr><td>2</td><td>1.400</td><td>0.294</td><td>0.456</td><td>0.540</td></tr> <tr><td>5</td><td>1.780</td><td>0.374</td><td>0.579</td><td>0.620</td></tr> <tr><td>10</td><td>2.080</td><td>0.437</td><td>0.677</td><td>0.683</td></tr> <tr><td>25</td><td>2.490</td><td>0.524</td><td>0.810</td><td>0.769</td></tr> <tr><td>50</td><td>2.810</td><td>0.591</td><td>0.914</td><td>0.837</td></tr> <tr><td>100</td><td>3.140</td><td>0.660</td><td>1.022</td><td>0.906</td></tr> </tbody> </table>																			YEAR STORM (R)	Peak Rainfall Rate (in/hr)	Peak Inflow Rate (mgd)	Peak Inflow Rate (cfs)	Peak Flow (mgd)	0	0	0	0	0.246	1	1.130	0.238	0.368	0.483	2	1.400	0.294	0.456	0.540	5	1.780	0.374	0.579	0.620	10	2.080	0.437	0.677	0.683	25	2.490	0.524	0.810	0.769	50	2.810	0.591	0.914	0.837	100	3.140	0.660	1.022	0.906
YEAR STORM (R)	Peak Rainfall Rate (in/hr)	Peak Inflow Rate (mgd)	Peak Inflow Rate (cfs)	Peak Flow (mgd)																																																											
0	0	0	0	0.246																																																											
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100	3.140	0.660	1.022	0.906																																																											
(1) Storm Name	(2) Total Rainfall (in.)	(3) Length of Storm (hrs)	(4) Time Qp	(5) Time ip	(6) Delta Time (min)	(7) Peak Flow Rate (mgd)	(8) WWP+Infilt. Date	(9) WWP+Infilt (mgd)	(10) Peak Inflow Rate (mgd)	(11) Rain i In/hr	(12) Kp	(13) Use? Y/N	(14) Selected *Kp*	(15) Time from Qp to 1/2 Inflow (hrs)	(16) *Kv*	(17) Selected *Kv*	(18) Calc. Inflow Vol. mg	(19) Note																																													
9/6/21 14:50	0.43	0.58	9/6/21 15:20	9/6/21 15:00	20	0.232	09/05/21	0.143	0.089	0.344	0.00281	n						No reaction																																													
9/28/21 20:50	1.68	6.92	9/28/21 21:40	9/28/21 21:25	15	0.278	09/21/21	0.157	0.121	0.688	0.00190	y	0.00190																																																		
10/1/21 5:10	0.28	3.50	10/1/21 6:45	10/1/21 5:15	90	0.229	09/24/21	0.154	0.075	0.200	0.00408	n						No reaction																																													
10/11/21 0:05	0.35	1.25	10/11/21 0:50	10/11/21 0:05	45	0.183	10/04/21	0.128	0.055	0.272	0.00219	n						No reaction																																													
10/13/21 22:00	3.20	15.00	10/13/21 23:40	10/13/21 23:10	30	0.376	10/06/21	0.150	0.226	1.432	0.00171	y	0.00171																																																		
10/27/21 5:20	0.62	2.33	10/27/21 6:30	10/27/21 5:35	55	0.271	10/26/21	0.202	0.068	0.416	0.00178	y	0.00178																																																		
11/3/21 8:05	1.79	10.67	11/3/21 12:55	11/3/21 10:35	140	0.266	10/27/21	0.110	0.156	0.456	0.00371	y	0.00371																																																		
11/27/21 7:45	0.70	13.92	11/27/21 18:00	11/27/21 14:25	215	0.178	11/20/21	0.161	0.017	0.184	0.00100	n						No reaction																																													

Figure 171 – Inflow Projections (Site 11)

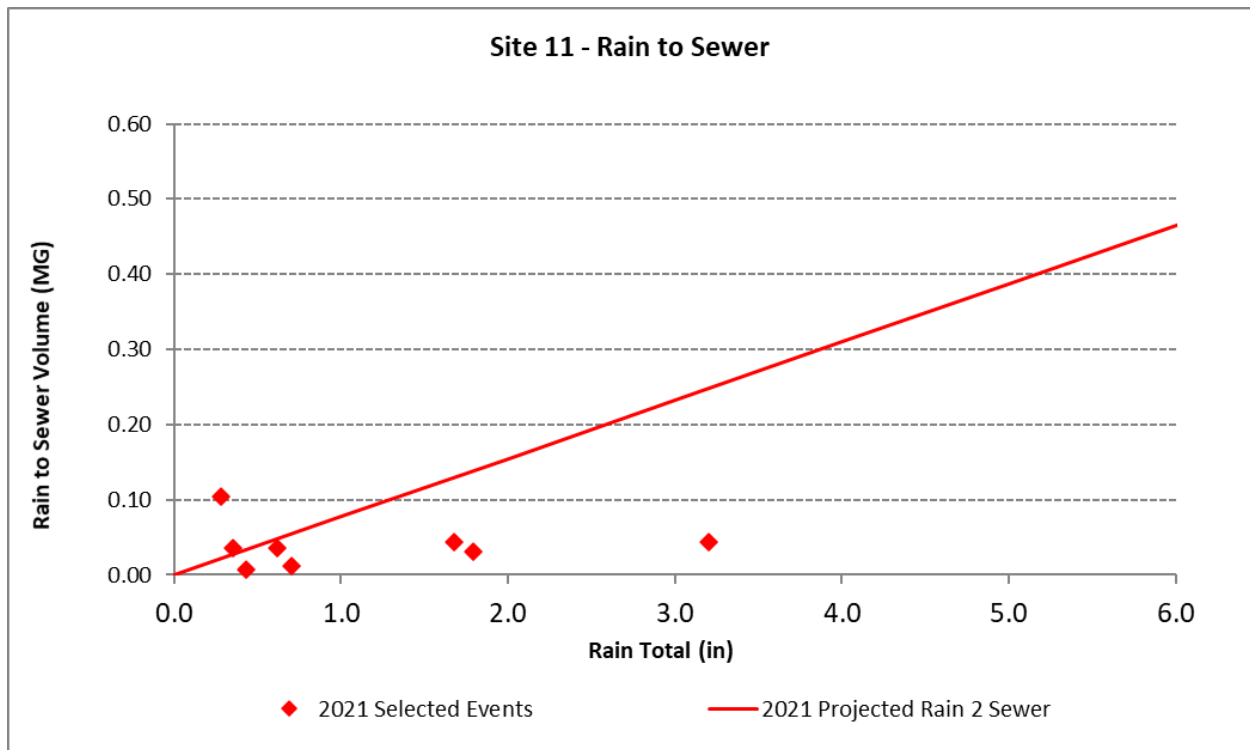




**Table 49 – Rain to Sewer Summary (Site 11)**

Meter Site	Storm Date	Storm Rain Depth (in)	Rain Volume (MG)	Storm I&I Volume (MG)	Rain to Sewer (%)
Site 11 (8")	9/6/2021	0.43	1.670	0.007	0.41%
	9/28/2021	1.68	6.523	0.043	0.67%
	10/1/2021	0.28	1.087	0.104	9.55%
	10/11/2021	0.35	1.359	0.036	2.61%
	10/13/2021	3.20	12.425	0.044	0.35%
	10/27/2021	0.62	2.407	0.035	1.46%
	11/3/2021	1.79	6.950	0.031	0.44%
	11/27/2021	0.70	2.718	0.012	0.45%
<b>Average</b>					<b>1.99%</b>

**Figure 172 – Rain to Sewer Volumetric Analysis (Site 11)**



**A.12 Site 12**

**Description**

Site 12, at manhole M14-002, is on the north side of Presidential Glen US 290 Lift Station. The area velocity sensor was placed in the influent 15” diameter PVC pipe of the manhole. The meter measured flows as part of Wilbarger Wastewater Treatment Plant. The basin is interior to Site 11 and exterior to Site 2.

**Observations**

The average flow depth recorded at this site was 5.5 inches with an average velocity of 1.39 feet per second. The site experienced medium grease and debris as reported during site services. There were several velocity dropouts that were corrected with valid recordings. The level and velocity were consistent with manual measurements during site services. The collected data from the flow monitoring site was considered good with minor adjustments needed.

Site 12 experienced two dry weather surcharges due to backing up during the 2021 flow monitoring. The surcharging on 11/21/2021 was attributed to malfunction at the Presidential Glen Lift Station due to debris binding the float controls.

**Table 50 – Surcharge Summary (Site 12)**

Site	Diameter (in.)	Date of Storm	9/10/2021	11/21/2021
		Total Storm Rainfall (in.)	Dry Weather Surcharge	Dry Weather Surcharge
		Storm Duration (hrs.)		
12 <sup>(1)</sup>	15	Depth from Invert (in.)	32.56 (B)	164.49 (B)

(1) The 11/21/2021 Dry Weather surcharge to 164" at Site 12 was attributed to the Presidential Glen Lift Station malfunction resulting from float controls being bound by debris and was corrected by the City operations staff.

(P) Denotes pressurized flow caused by lack of capacity  
(flow velocities generally increase as flow depths increase)

(B) Denotes flow backup caused by downstream restriction  
(flow velocities generally decrease as flow depths increase)

**Table 51 – Service Interrogations Summary (Site 12)**

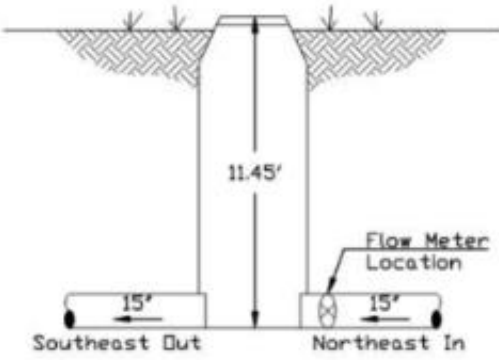
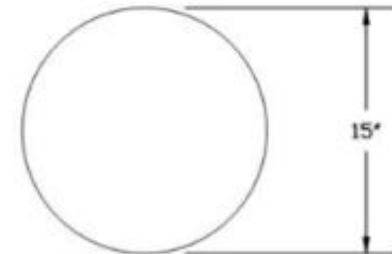

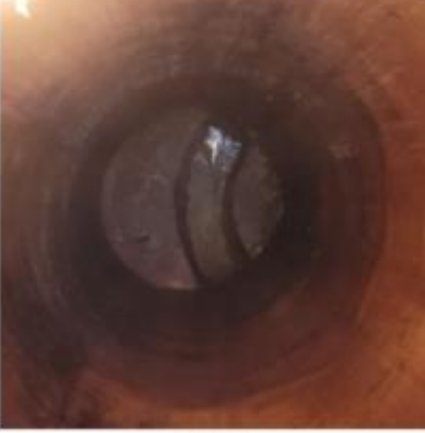


Site ID	Date	Time	Size	Level (in)			Level (in) After Cleaning			Velocity (fps)			Velocity After Cleaning (fps)				
Number	Install / Download		(in)	Manual	Meter	Diff.	Manual	Meter	Diff.	Manual	Meter	Diff.	Manual	Meter	Diff.	Purpose:	Comment:
Site 12	9/1/2021	15:18	15	2.75	2.75	0.00	2.75	2.43	-0.32	1.00	1.06	0.06	1.00	1.03	0.03	Install	Meter installed at in pipe
	9/14/2021	10:08		2.50	2.60	0.10	3.75	3.80	0.05	1.00	1.00	0.00	1.50	1.50	0.00	Service/Upload	
	9/28/2021	11:45		3.75	3.78	0.03	3.25	3.24	-0.01	1.25	1.46	0.21	1.25	1.25	0.00	Service/Upload	
	10/13/2021	9:36		4.00	3.89	-0.11	3.75	3.80	0.05	1.50	1.40	-0.10	1.50	1.44	-0.06	Service/Upload	
	10/27/2021	12:02		3.00	3.09	0.09	3.00	2.98	-0.02	1.25	1.25	0.00	1.25	1.20	-0.05	Service/Upload	
	11/9/2021	9:40		2.75	2.76	0.01	4.50	4.45	-0.05	1.00	1.02	0.02	2.00	2.03	0.03	Service/Upload	Medium grease and debris.
	12/1/2021	11:20		3.00	0.00	-3.00	2.00	0.00	-2.00	1.00	0.00	-1.00	1.00	0.00	-1.00	Removal	Medium silt. No readings.

Figure 173 – Flow Meter Site Investigation (Site 12)

**Flow Meter Site Investigation**

<b>Project:</b> Manor I&I Program		<b>Location:</b> City of Manor, TX		<b>Date/Time:</b> 12-1-2021 / 11:20		<b>Crew:</b> JA-VI	
<b>MH#:</b> M14-002		<b>Pipe Shape:</b> Circular		<b>Pipe Material:</b> PVC		<b>Pipe Size (in):</b> 15	
<b>Site ID:</b> 12	<b>Address:</b> 13424 US Hwy. 290		<b>Site Quality:</b> Poor		<b>Monitoring Purpose:</b> Short-term FM		
<b>Location Map</b>				<b>Planar Description</b>			
<b>Summary Description:</b>							
Manhole metered is on the North side of the Lift Station Site on the outside grassy area of the enclosed site.							
<b>Site Hazards</b>		<b>Measurements</b>			<b>Site Conditions</b>		
Heavy Traffic? None		Manhole Depth (ft): 11.45			Surcharge Evidence? Yes		
Needed Traffic Attendants: 0		Manhole Dia. (in): 48.00			Depth of Surcharge (ft): 10.00		
H <sub>2</sub> S: 0	O <sub>2</sub> : 20.8	MH Cover Size (in): 32.00			Depth of Debris (in): 0.00		
LEL: 0	CO: 0	MH Cover Type: Bolt Down			Usable MH Steps? No		
Describe potential hazards:		Measured Flow Depth (in): 2.00			Meter: ISCO 2150		
		Velocity (fps): 1.00			Cellular Signal Strength: N/A		
		Mounting Band Description: Spring Band			Antennae Install Considerations: N/A		
		Other Comments:			Permanent Power Available? No		



Installation Sketch & Notes	Pipe Cross Section																																				
																																					
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Depth (in)</th> <th style="width: 25%;">Width (in)</th> <th style="width: 25%;">Depth (in)</th> <th style="width: 25%;">Width (in)</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Depth (in)	Width (in)	Depth (in)	Width (in)																																
Depth (in)	Width (in)	Depth (in)	Width (in)																																		
 <p style="text-align: center;"><b>SURFACE</b></p>	 <p style="text-align: center;"><b>DOWN</b></p>																																				
 <p style="text-align: center;"><b>INFLOW</b></p>	 <p style="text-align: center;"><b>OUTFLOW</b></p>																																				



**Figure 174 – Site Information (Site 12)**

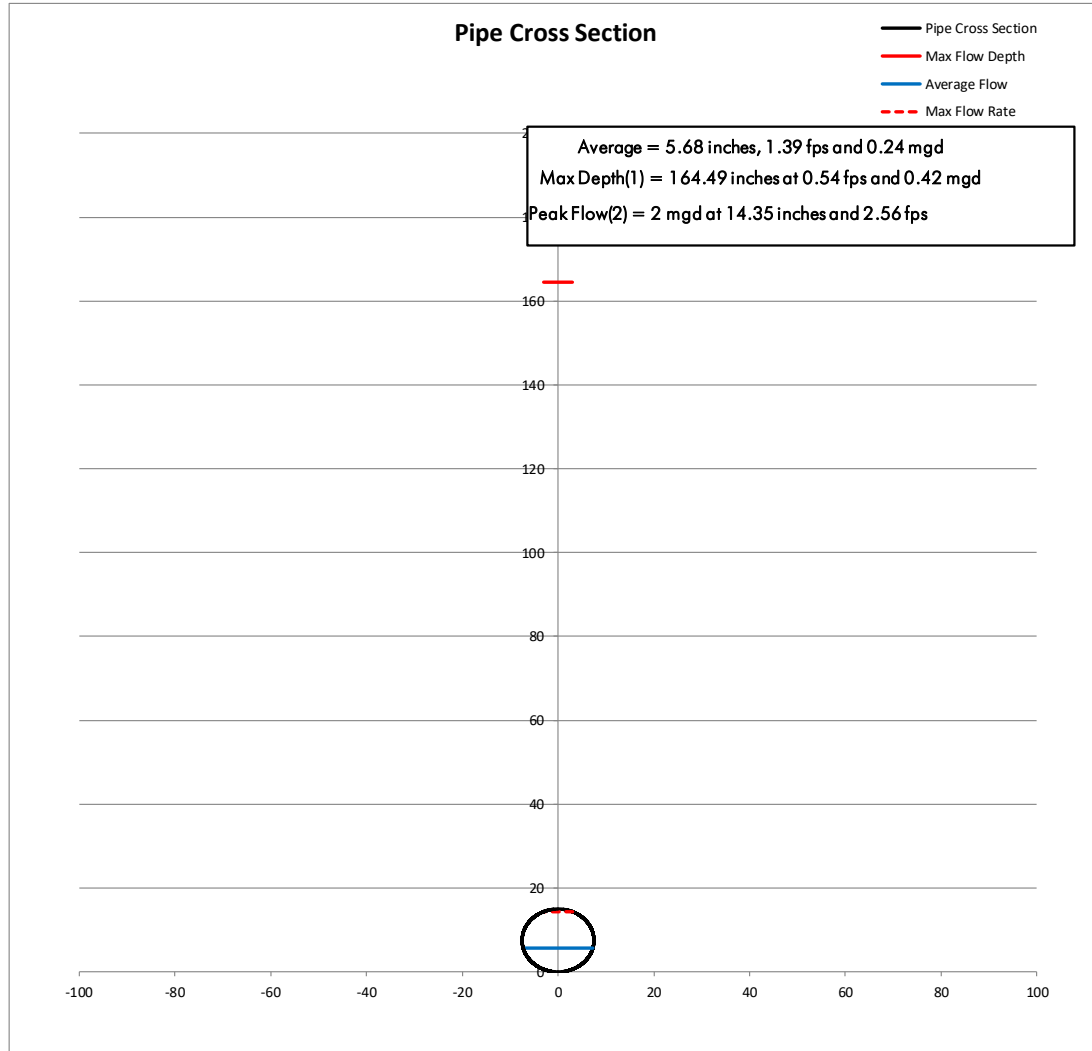
**SITE INFORMATION RECORD**

**Site Information**

Meter ID #:	12
Monitoring Program:	Short-Term FM
Manhole #:	M14-002

**Sewer Information**

Pipe Shape	Circle
Pipe Height, H (in):	15
Pipe Width, W (in):	15
Manning Roughness Coefficient, n:	0.013
As-Built Pipe Slope, S (ft/ft):	0.0020 ASSUMEDI



Site ID Number	Date	Diameter (in.)	Time	Level (in.) After Cleaning			Velocity (fps) After Cleaning			
				Manual	Meter	Diff	Manual	Meter	Diff.	
Site 12	9/1/2021	15	15:18	2.75	2.43	-0.32	1.00	1.03	0.03	
	9/14/2021		10:08	3.75	3.80	0.05	1.50	1.50	0.00	
	9/28/2021		11:45	3.25	3.24	-0.01	1.25	1.25	0.00	
	10/13/2021		9:36	3.75	3.80	0.05	1.50	1.44	-0.06	
	10/27/2021		12:02	3.00	2.98	-0.02	1.25	1.20	-0.05	
	11/9/2021		9:40	4.50	4.45	-0.05	2.00	2.03	0.03	
	12/1/2021		11:20	2.00	0.00	-2.00	1.00	0.00	-1.00	

Figure 175 – September Monthly Flow Hydrograph (Site 12)

**SITE 12 HYDROGRAPH**  
**(MH M14-002) 15"**

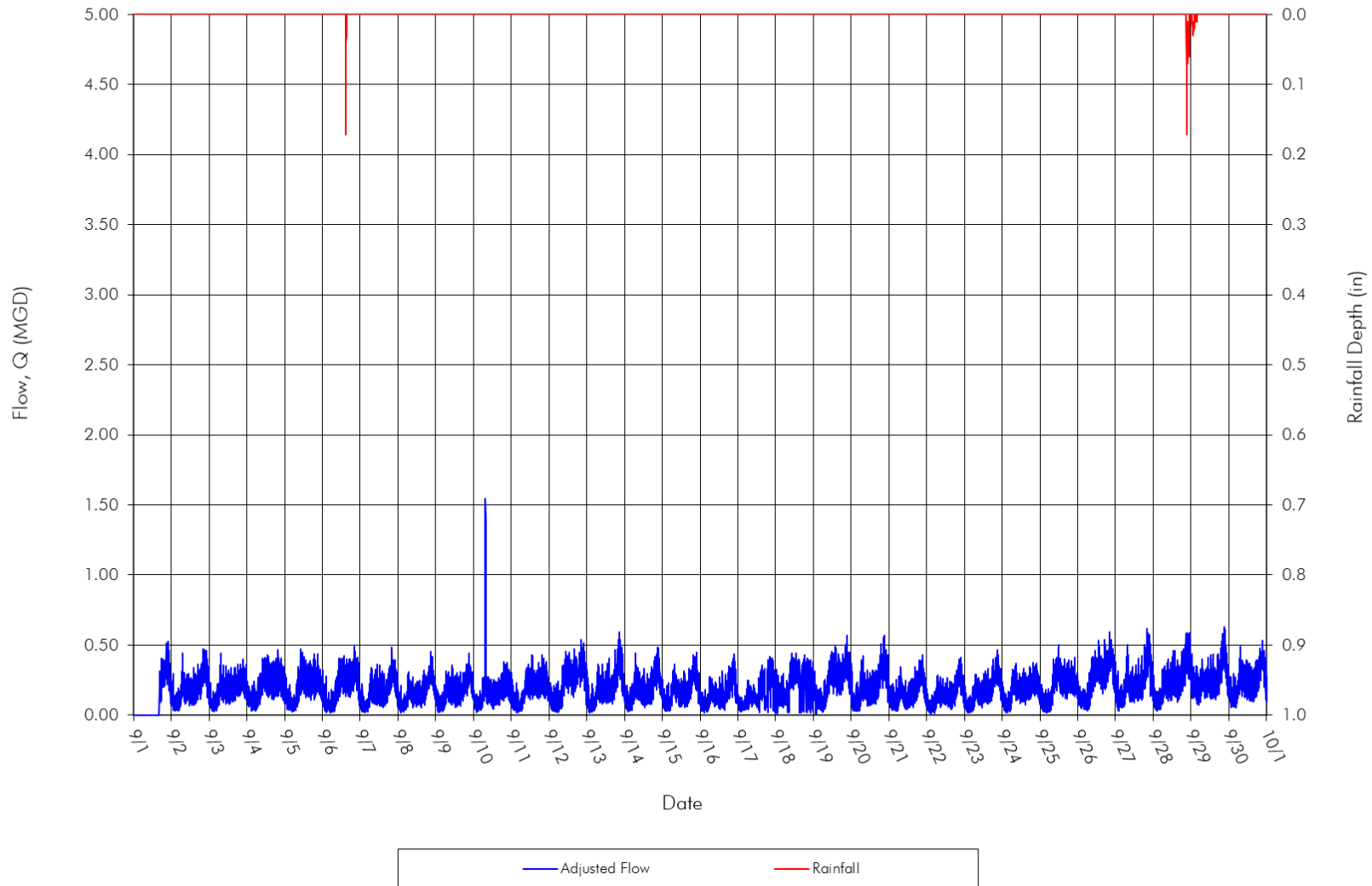


Figure 176 – September Monthly Level and Velocity Hydrograph (Site 12)

**SITE 12 LEVEL & VELOCITY  
(MH M14-002) 15"**

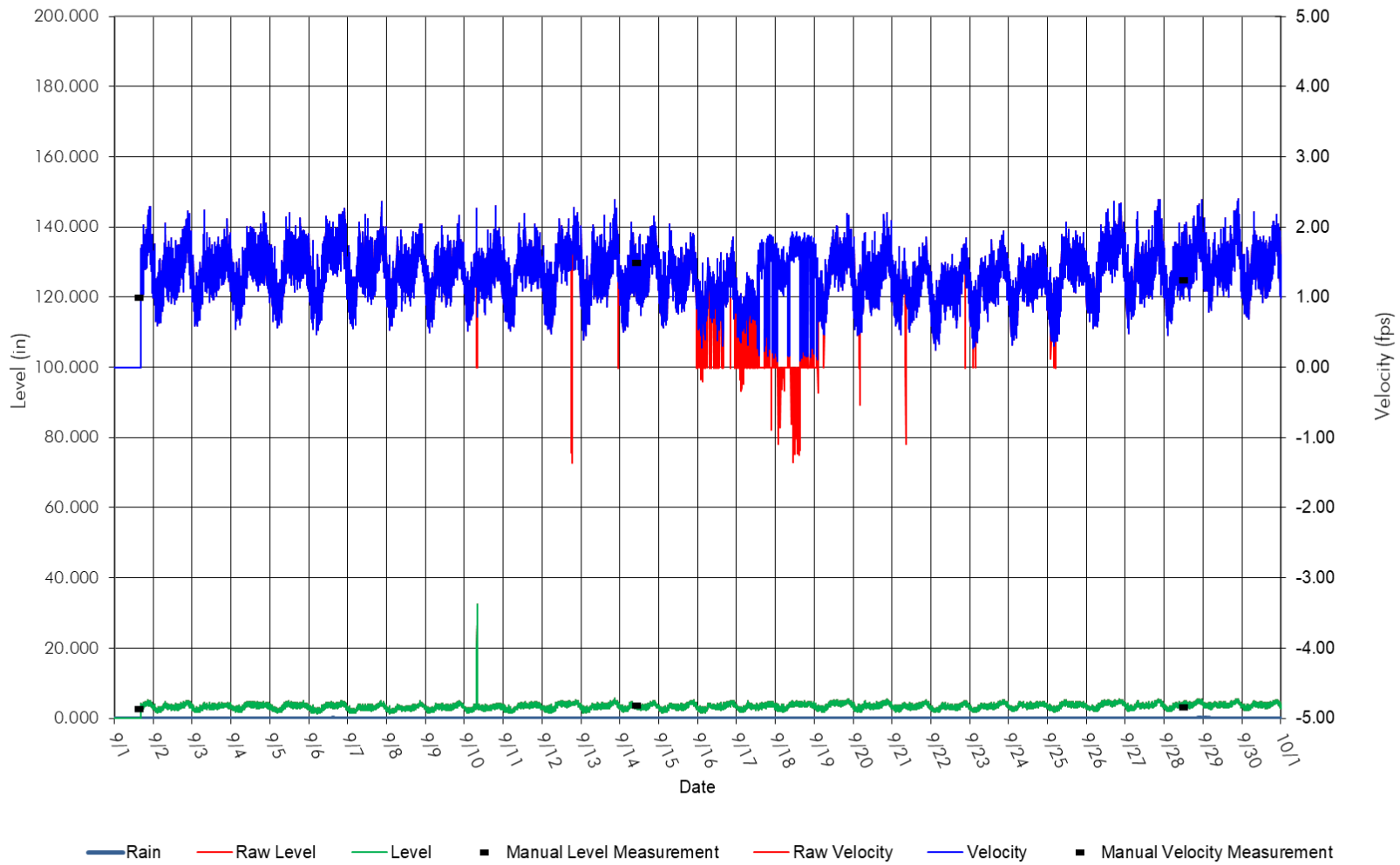




Figure 177 – October Flow Hydrograph (Site 12)

**SITE 12 HYDROGRAPH  
(MH M14-002) 15"**

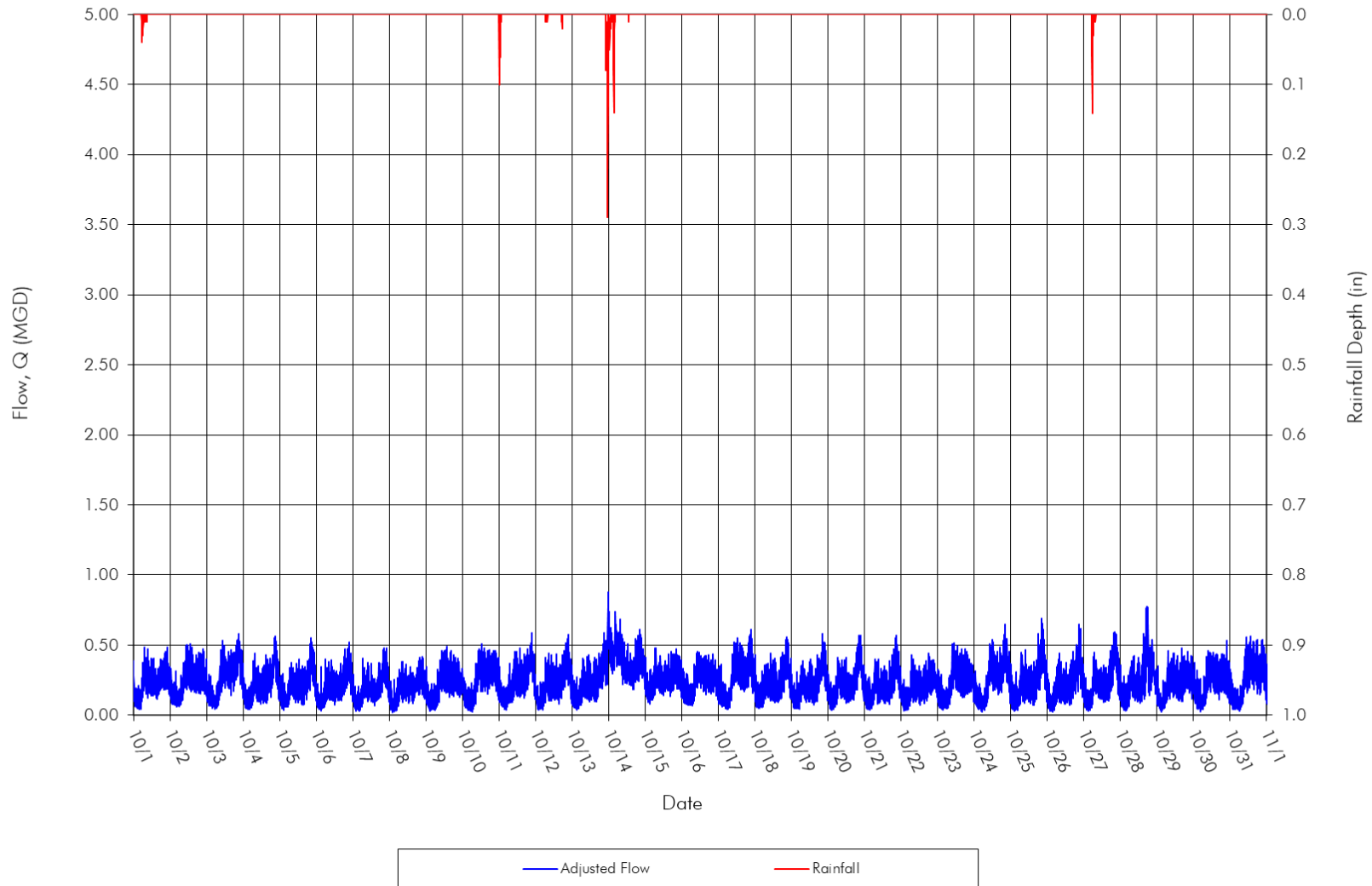


Figure 178 – October Monthly Level and Velocity Hydrograph (Site 12)

SITE 12 LEVEL & VELOCITY  
(MH M14-002) 15"

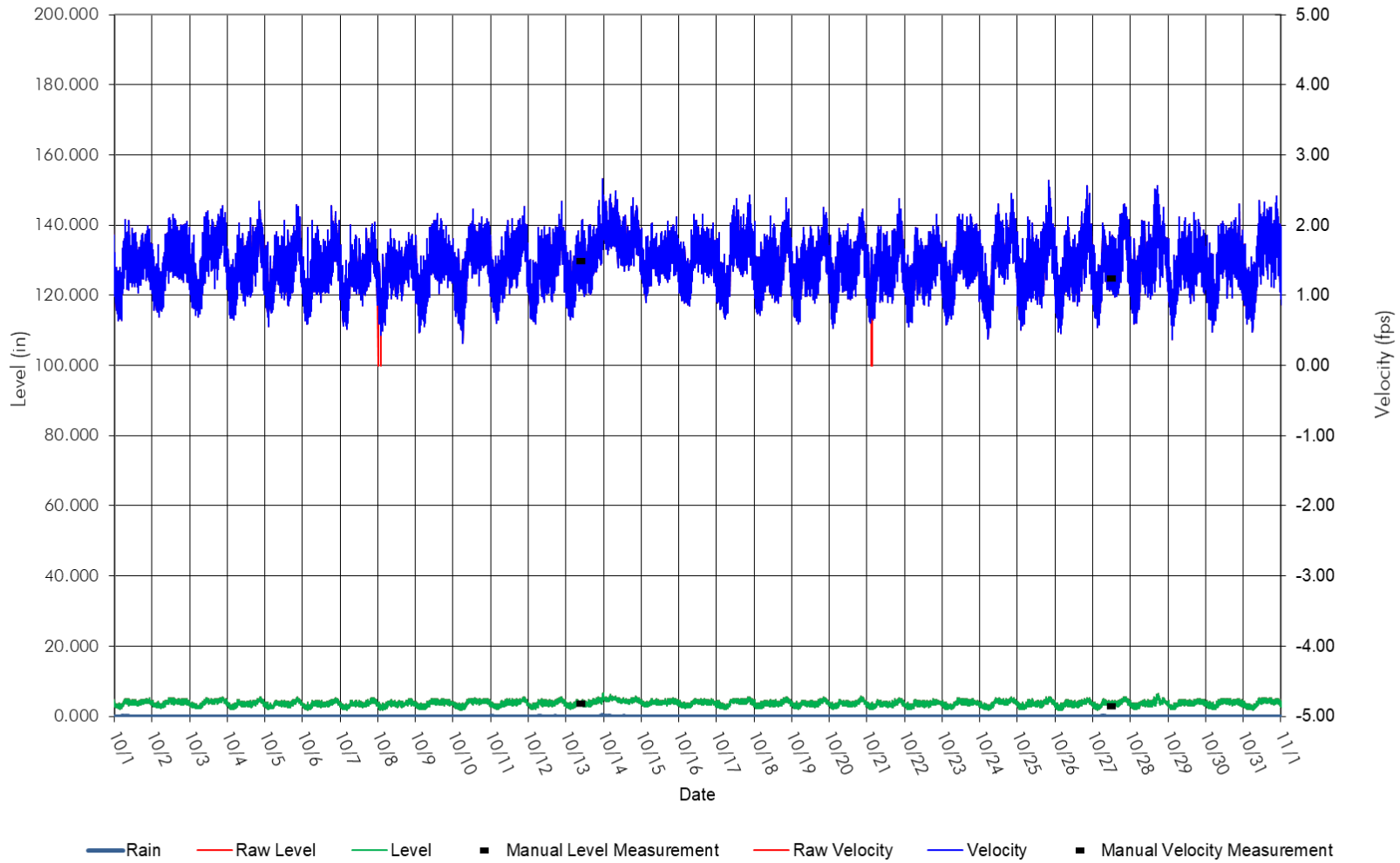


Figure 179 – November-December Monthly Flow Hydrograph (Site 12)

**SITE 12 HYDROGRAPH**  
**(MH M14-002) 15"**

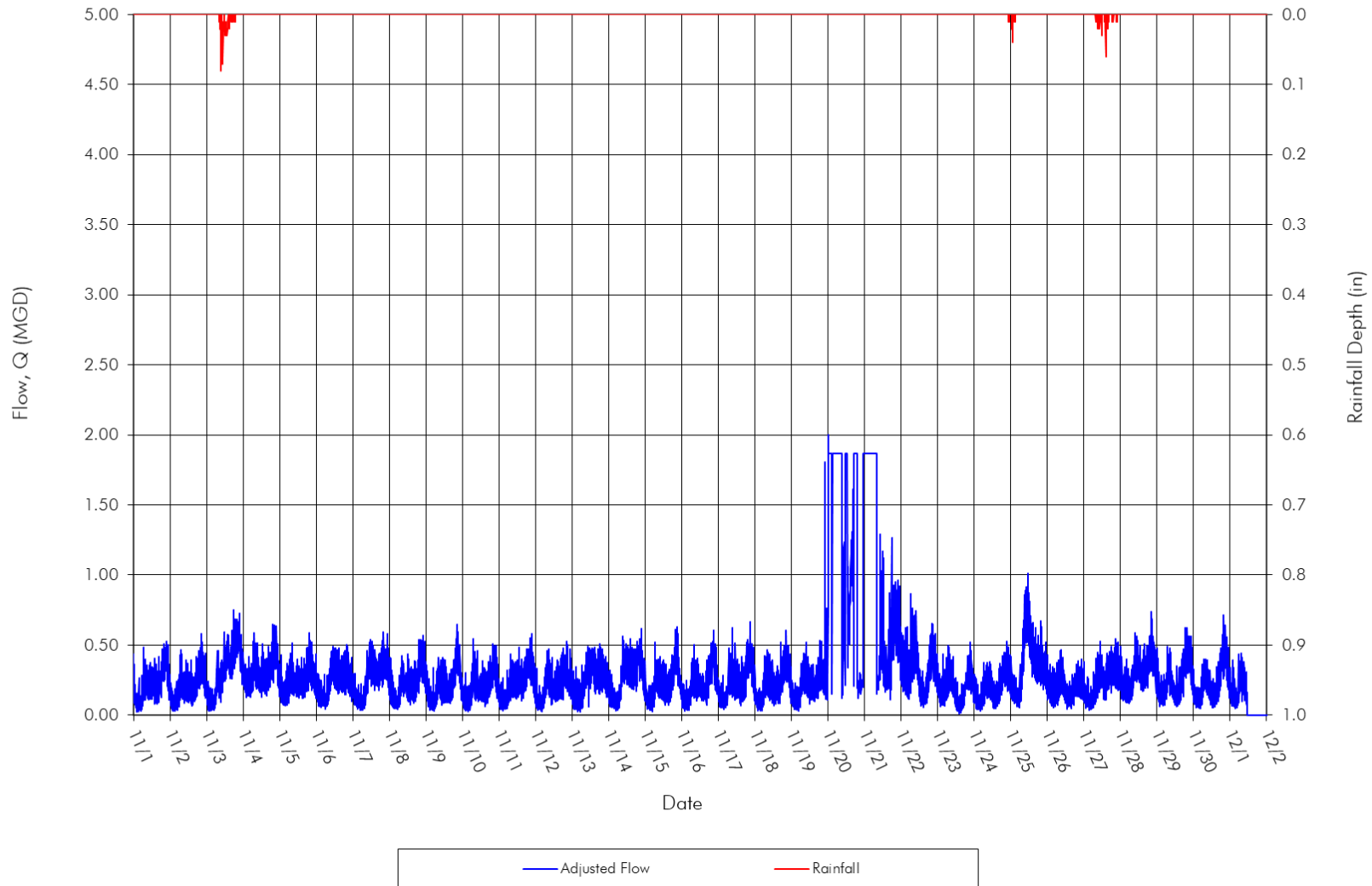


Figure 180 – November-December Level and Velocity Hydrograph (Site 12)

SITE 12 LEVEL & VELOCITY  
(MH M14-002) 15"

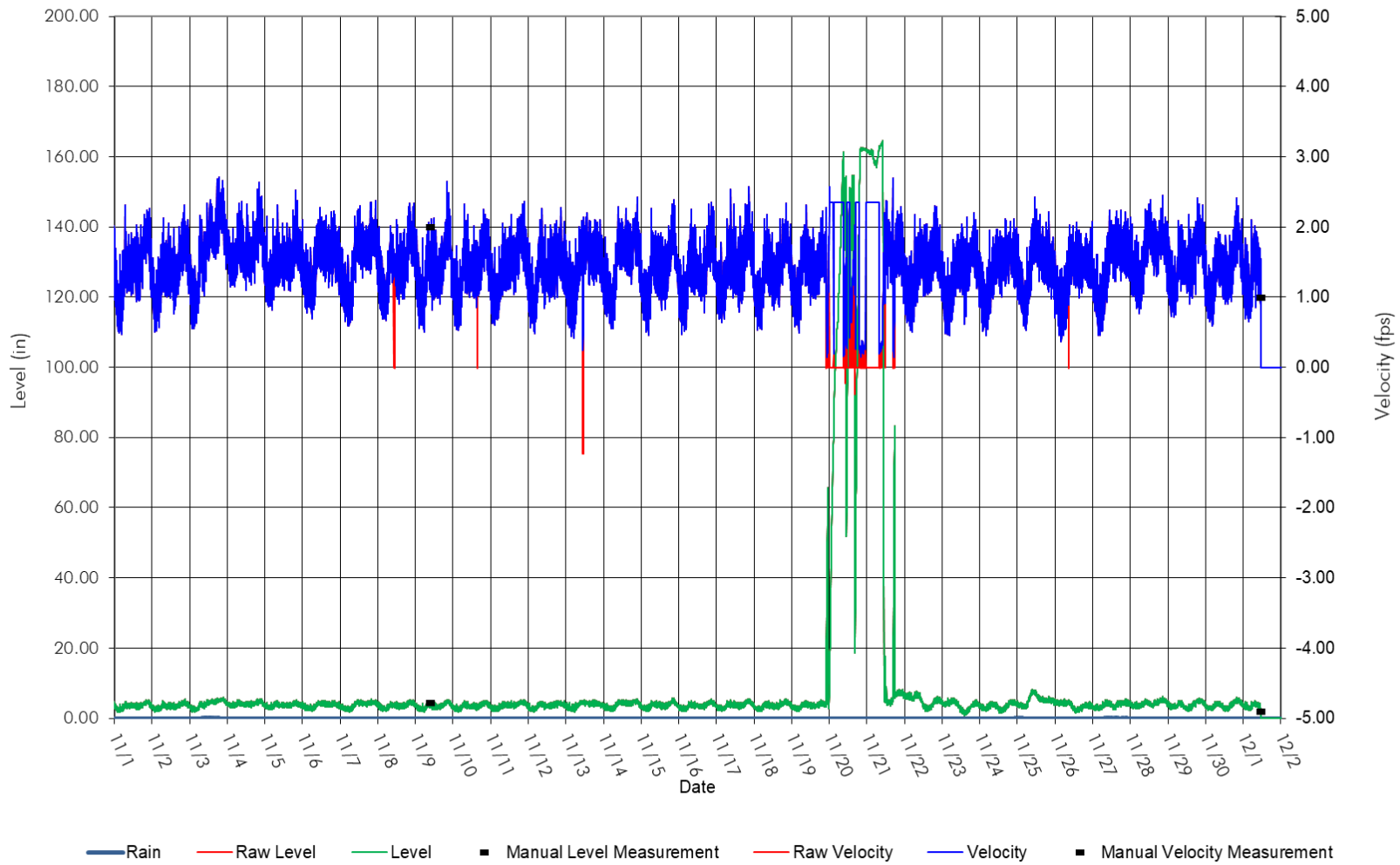


Figure 181 – Overall Flow Hydrograph (Site 12)

**SITE 12 HYDROGRAPH**  
**(MH M14-002) 15"**

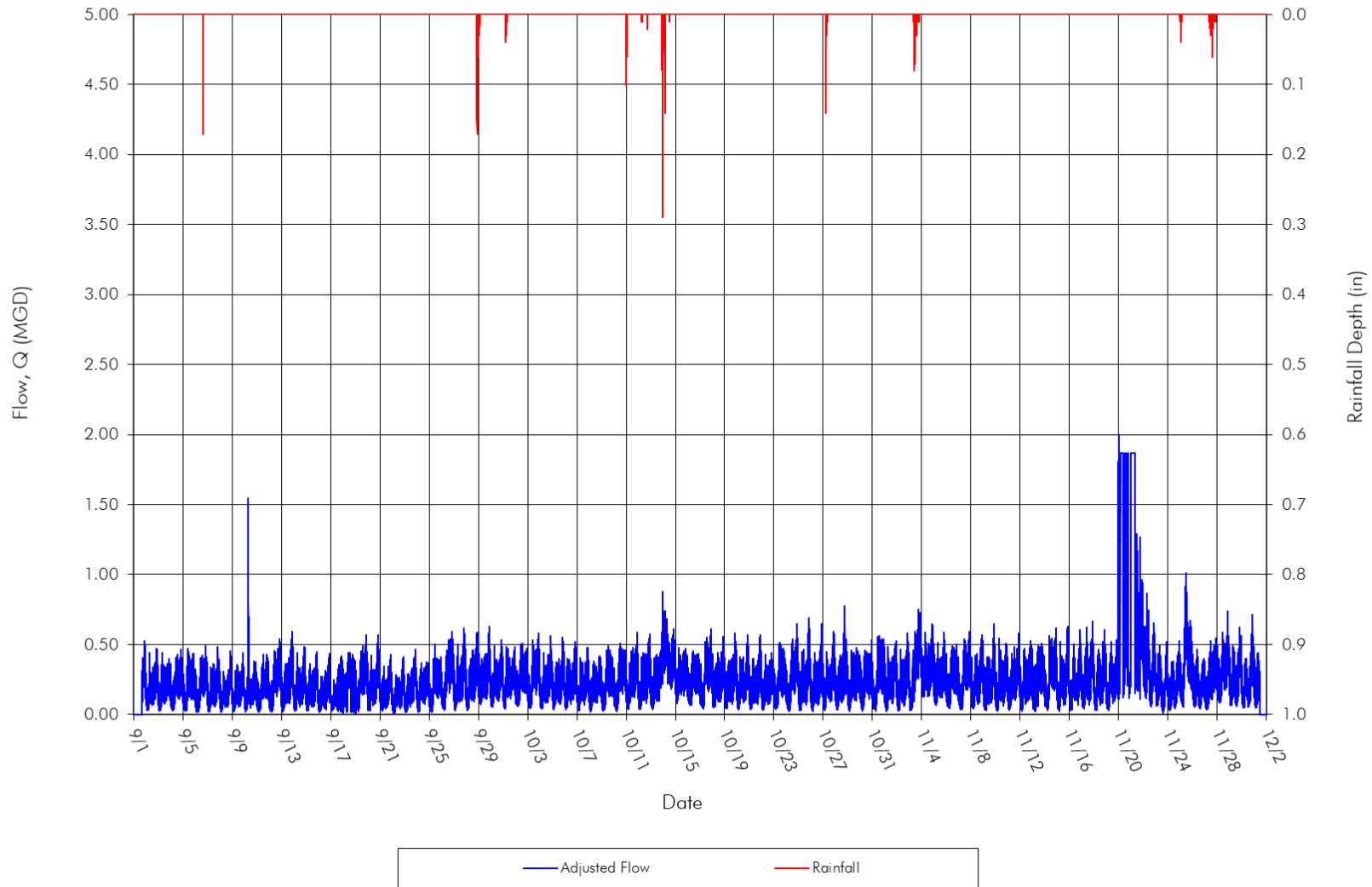


Figure 182 – Overall Level and Velocity Hydrograph (Site 12)

### SITE 12 LEVEL & VELOCITY (MH M14-002) 15"

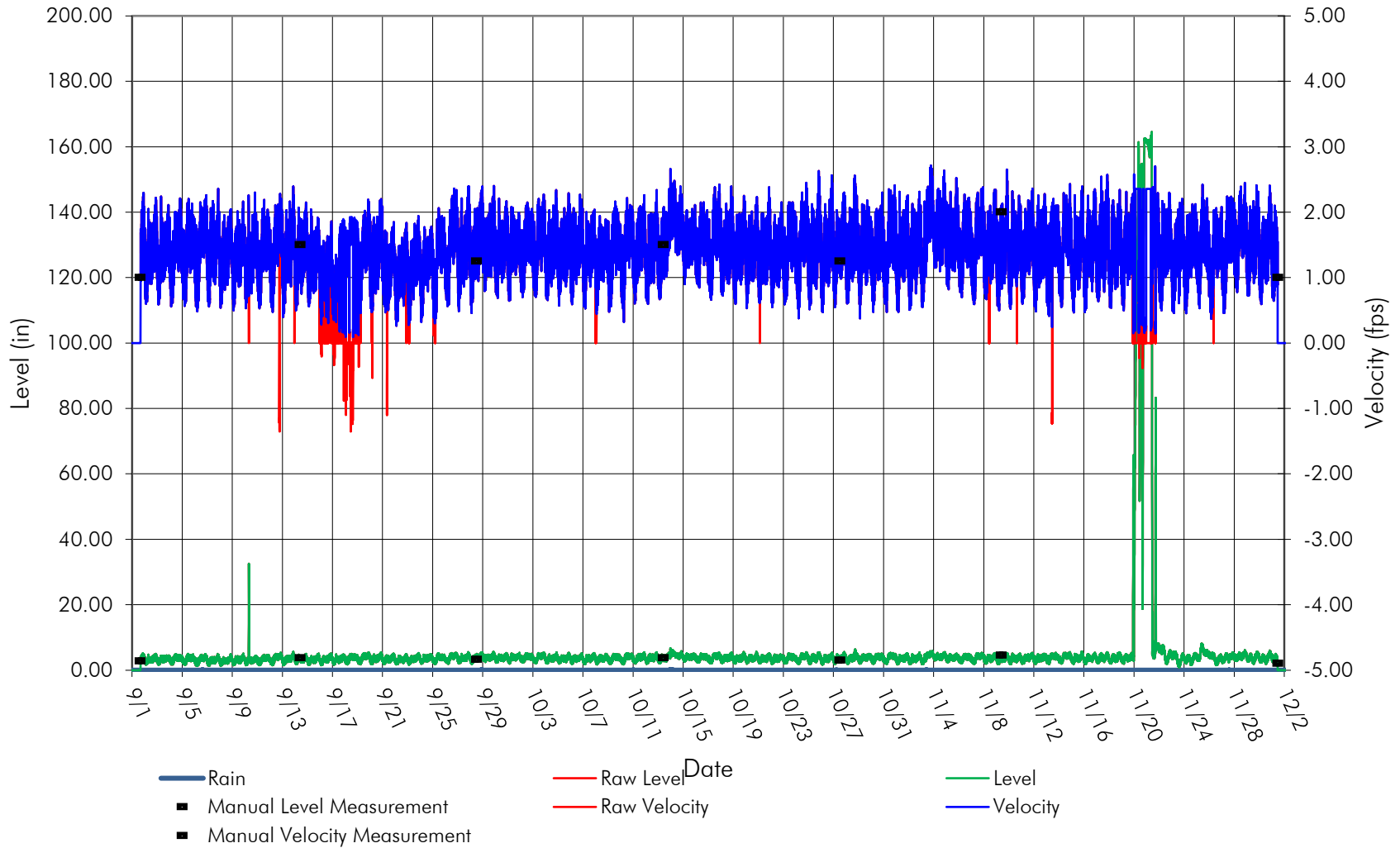


Figure 183 – Standard Flow Scattergraph (Site 12)

SITE 12 SCATTERGRAPH

(MH M14-002) 15"

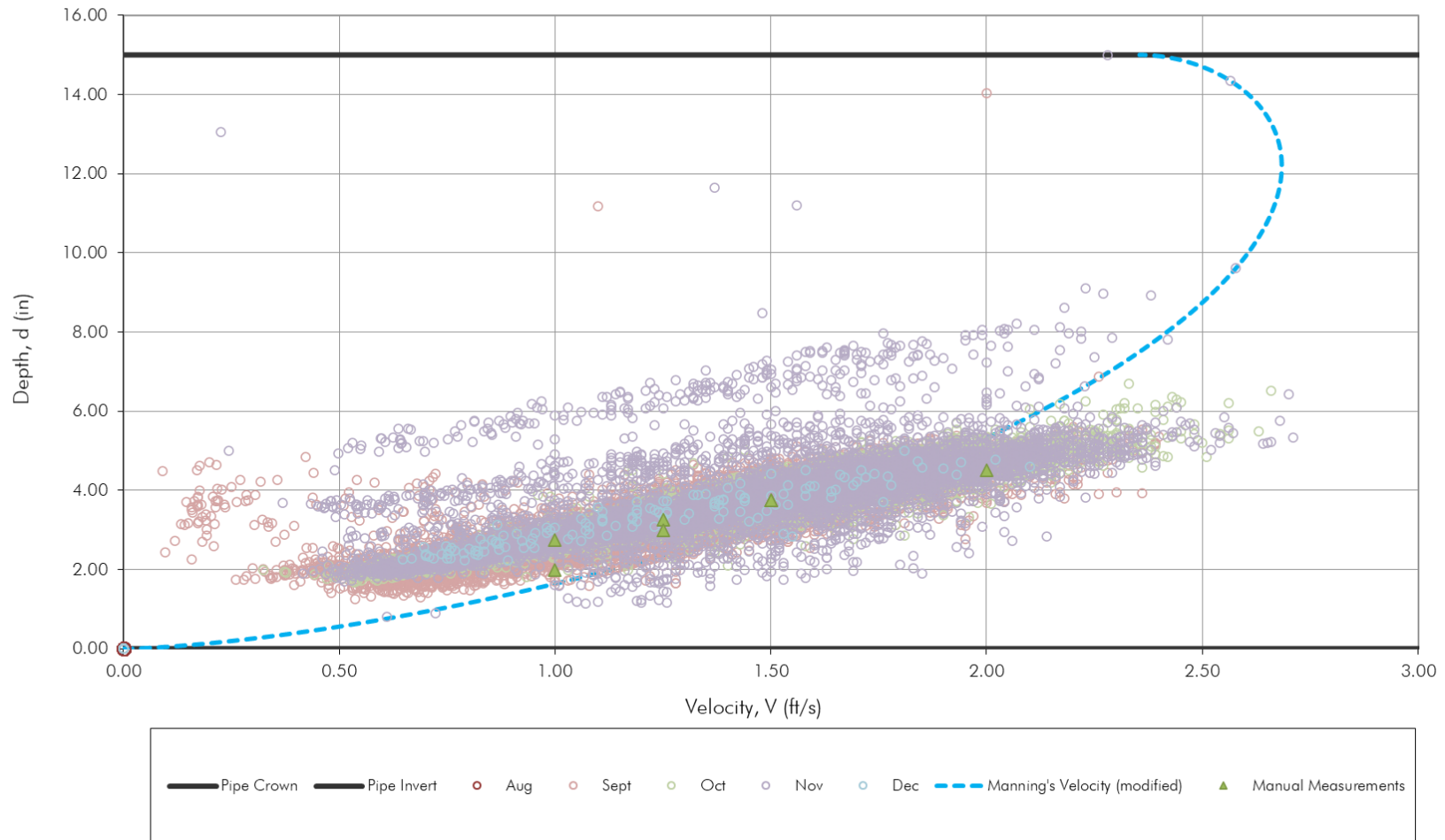
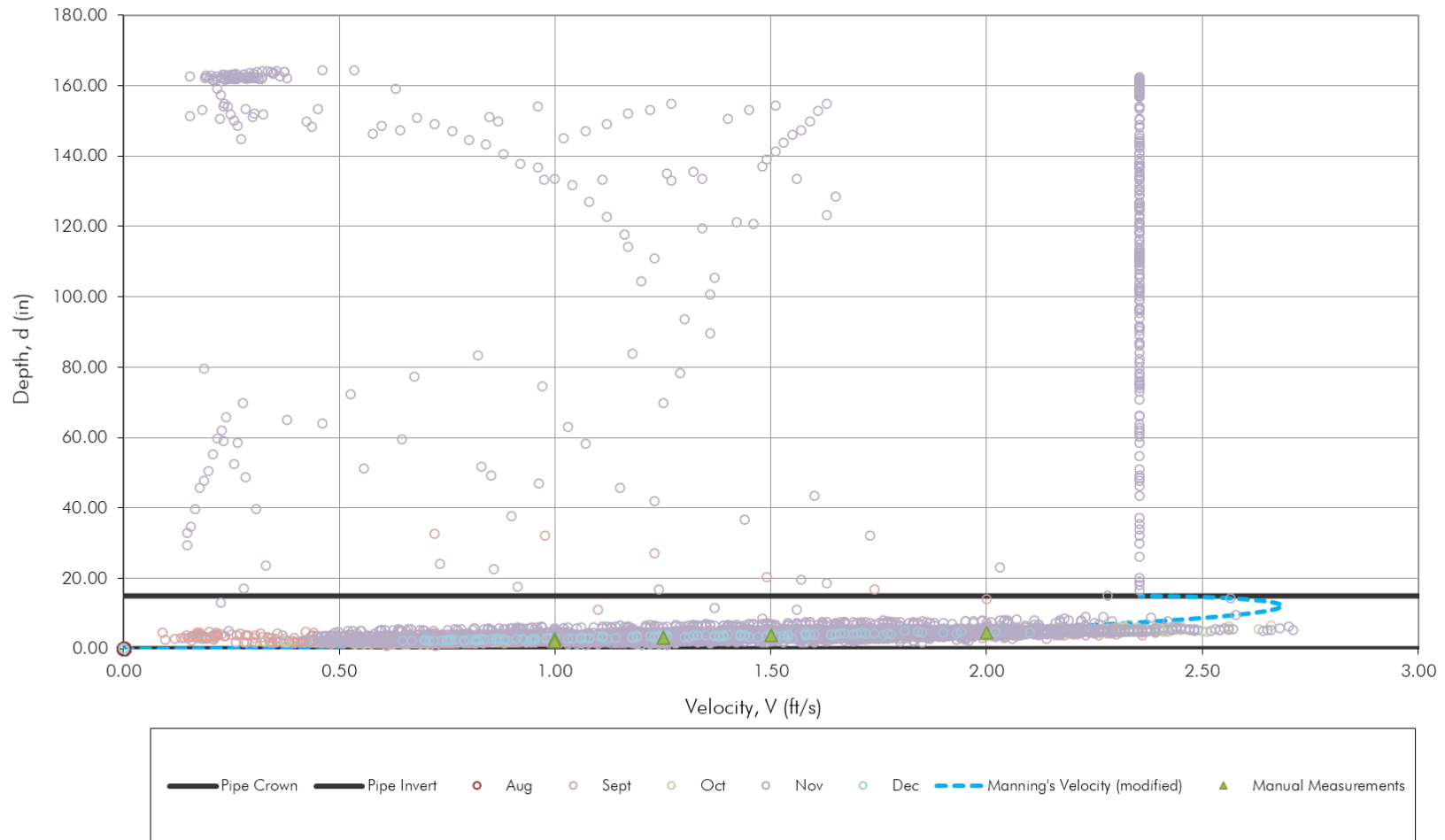


Figure 184 – Surcharged Flow Scattergraph (Site 12)

SITE 12 SCATTERGRAPH

(MH M14-002) 15"





**Table 52 – ADDF and Infiltration Summary (Site 12)**

AVERAGE DAILY DRY WEATHER FLOW, WASTEWATER PRODUCTION, AND INFILTRATION							
Project Name:		City of Manor Flow Monitoring Fall 2021					
Project No:		14925		Units of Flow: MGD			
Subsystem:		12					
Meter:		12					
(1) DW/LG Date	(2) Day	(3) Avg. Dry Weather (ADDF) Flow	(4) Peak Hourly Dry Weather Flow	(5) Diurnal Peaking Factor	(6) DW/LG Lowest 3-Hour Flow	(7) DW/HG Date	(8) DW/HG Lowest 3-Hour Flow
12-Sep-21	Sun	0.226	0.411	1.818	0.062	28-Nov-21	0.146
13-Sep-21	Mon	0.193	0.433	2.244	0.065		
14-Sep-21	Tue	0.187	0.374	1.998	0.079		
15-Sep-21	Wed	0.172	0.324	1.887	0.068		
16-Sep-21	Thu	0.143	0.317	2.209	0.055	04-Nov-21	0.202
17-Sep-21	Fri	0.149	0.313	2.098	0.055	15-Oct-21	0.173
18-Sep-21	Sat	0.214	0.330	1.544	0.091	16-Oct-21	0.111
<b>7 Count</b>		<b>0.183 Average</b>	<b>0.357 Average</b>	<b>1.971 Average</b>	<b>0.068 Average</b>	<b>4 Count</b>	<b>0.158 Average</b>

Notes:

DW/LG = Dry Weather/Low Groundwater

DW/HG = Dry Weather/High Groundwater

<b>Summary:</b>	Wastewater Production (WWP):	<b>0.183</b>	(Assume = ADDF or enter value)
	Avg. Dry Weather Flow (ADDF):	<b>0.183</b>	
	Diurnal Peaking Factor (DPF):	<b>1.971</b>	
	Dry Weather Infiltration (DWI):	<b>0.000</b>	(ADDF - WWP)
	Wet Weather Infiltration Increase (WWI):	<b>0.090</b>	(DW/HG - DW/LG)
	Total Infiltration (TI):	<b>0.090</b>	(WWI + DWI, DWI > 0)
	Large User Flow	<b>0.000</b>	
	Distributed Flow (ADDF - Large User)	<b>0.183</b>	

Figure 185 – Dry Weather Diurnal (Site 12)

DIURNAL CURVES  
Meter ID #:12

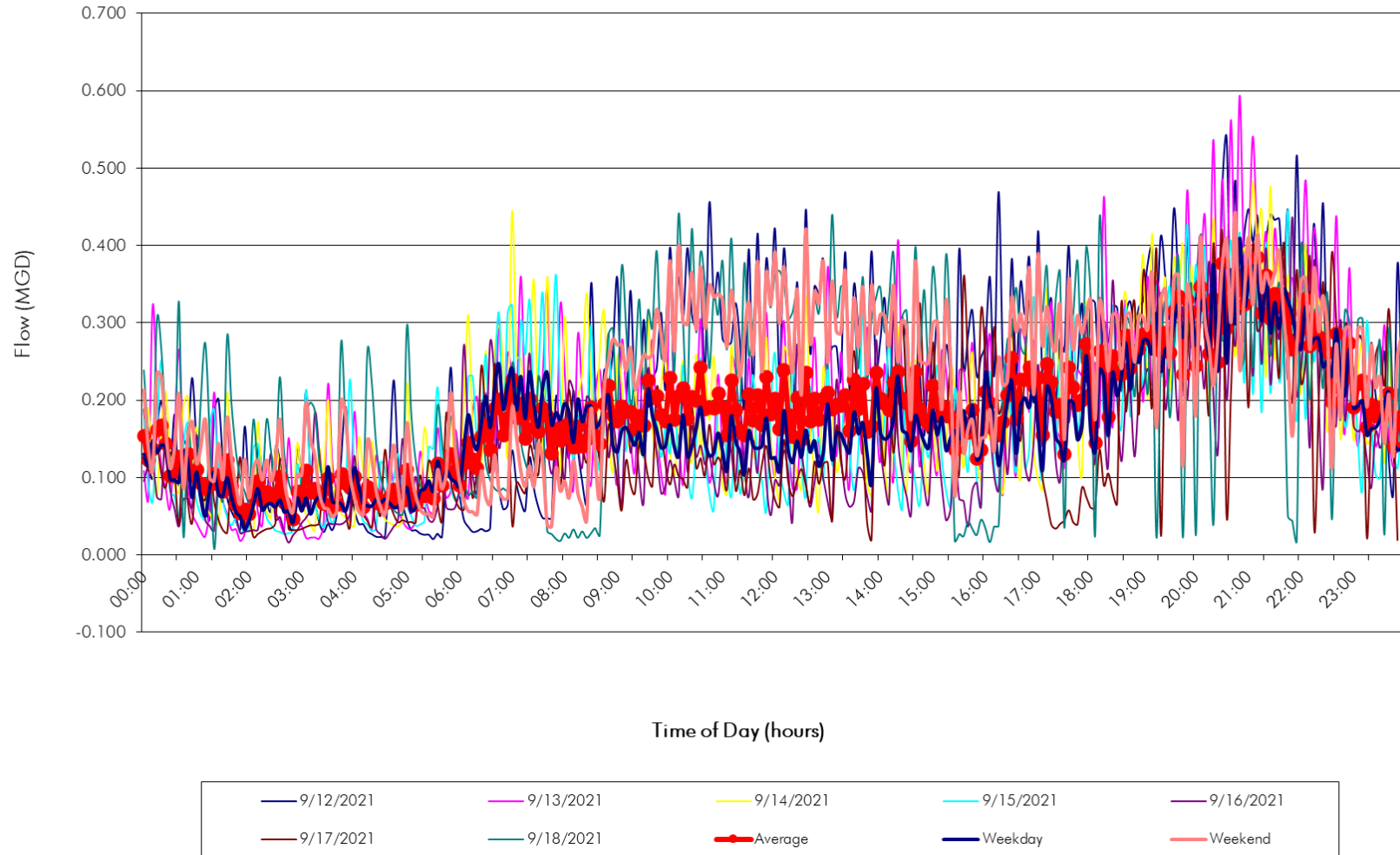


Figure 186 – High/Low Groundwater Diurnal (Site 12)

DRY WEATHER/HIGH GROUNDWATER VS.  
DRY WEATHER/LOW GROUNDWATER  
Meter ID #:12

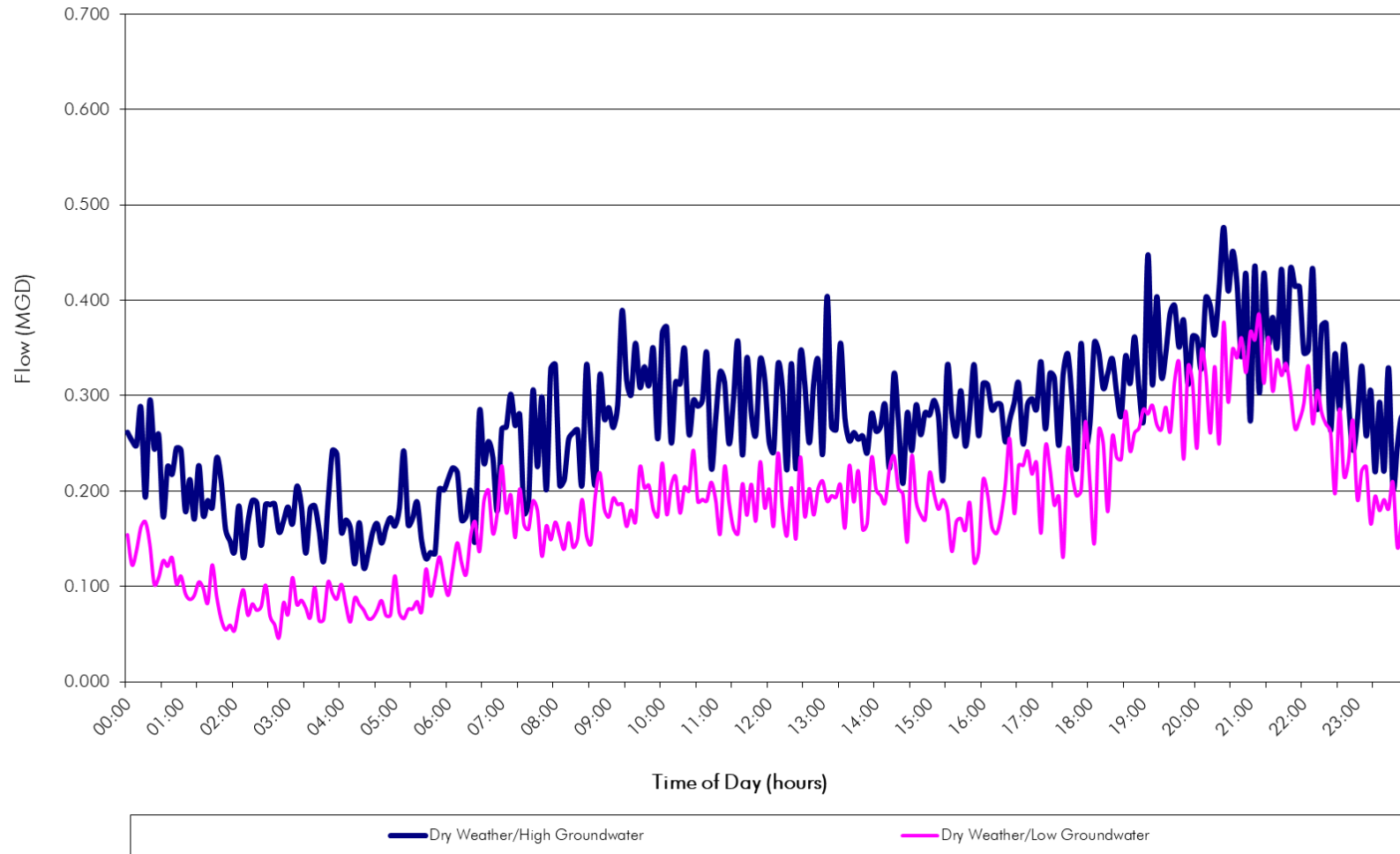
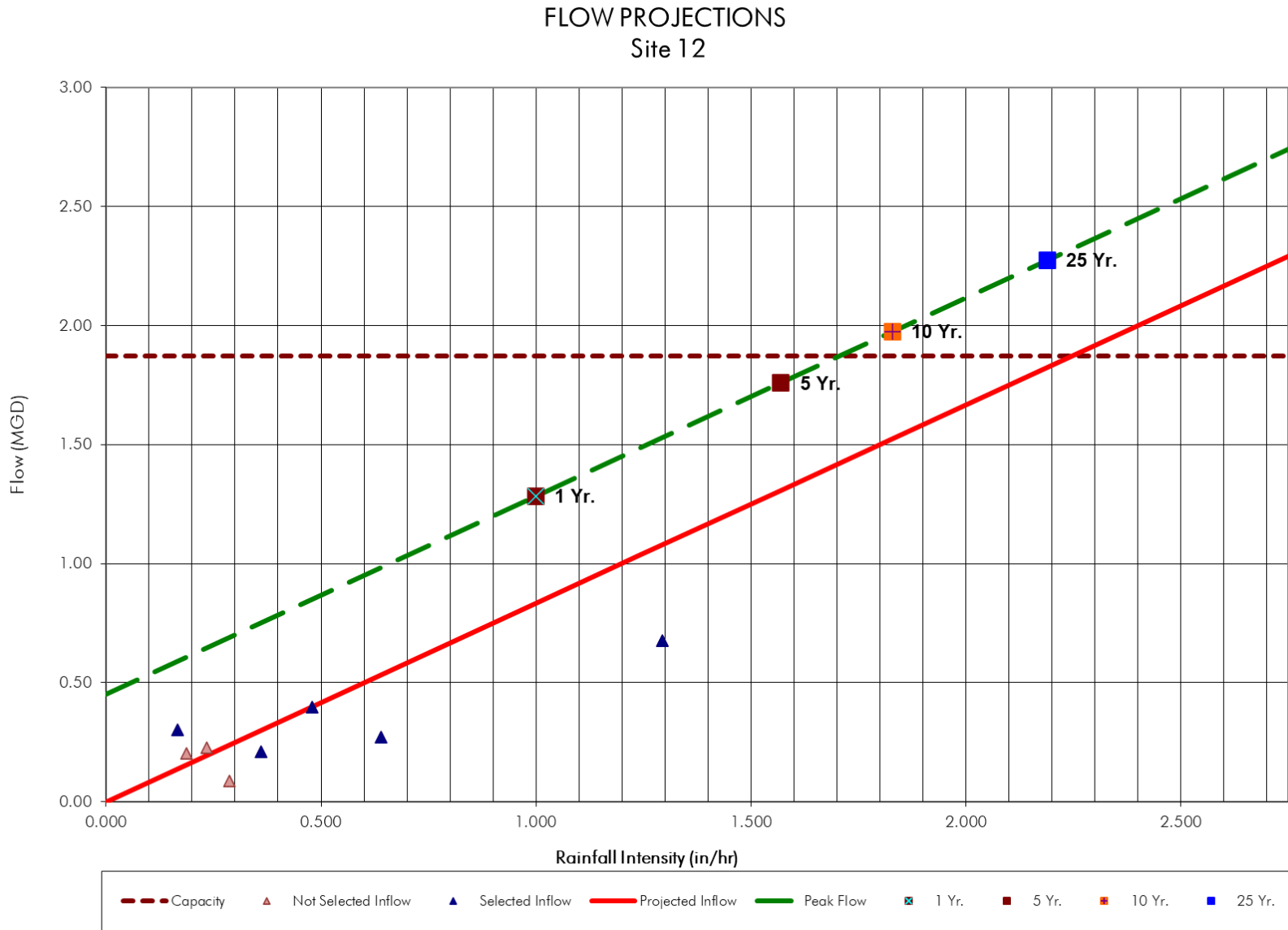


Table 53 – Inflow Calculations and Projections (Site 12)

INFLOW CALCULATIONS AND PROJECTIONS																																																															
Project Name: City of Manor Flow Monitoring Fall 2021																																																															
Project No.: 14925																																																															
Subsystem: 12																																																															
Meter: 12																																																															
Units of Flow: MGD																																																															
<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Storm Count: 8</td> <td style="width: 30%;">Cum. Trib. Area: 353 acres</td> <td style="width: 30%;">Pipe Shape: Circular</td> </tr> <tr> <td>Avg Delta Time: 72</td> <td>Cum. Time of Conc.: 90 minutes</td> <td>Pipe Diameter: 15 in</td> </tr> <tr> <td>Avg Kp: 0.00359</td> <td></td> <td>Pipe Slope: 0.002 ft/ft</td> </tr> <tr> <td>Avg Selected Kp: 0.00365</td> <td></td> <td>Pipe Capacity: 1.87 mgd</td> </tr> <tr> <td></td> <td></td> <td>ADDF Cum.: 0.183 mgd</td> </tr> <tr> <td></td> <td></td> <td>ADDF Peak Factor: 1.97</td> </tr> <tr> <td></td> <td></td> <td>Peak ADDF Flow: 0.362 mgd</td> </tr> <tr> <td></td> <td></td> <td>Infiltration: 0.090 mgd</td> </tr> <tr> <td></td> <td></td> <td>Cum. Peak Flow: 0.451 mgd</td> </tr> <tr> <td></td> <td></td> <td>Manning's Coefficient, n: 0.013</td> </tr> </table>																			Storm Count: 8	Cum. Trib. Area: 353 acres	Pipe Shape: Circular	Avg Delta Time: 72	Cum. Time of Conc.: 90 minutes	Pipe Diameter: 15 in	Avg Kp: 0.00359		Pipe Slope: 0.002 ft/ft	Avg Selected Kp: 0.00365		Pipe Capacity: 1.87 mgd			ADDF Cum.: 0.183 mgd			ADDF Peak Factor: 1.97			Peak ADDF Flow: 0.362 mgd			Infiltration: 0.090 mgd			Cum. Peak Flow: 0.451 mgd			Manning's Coefficient, n: 0.013															
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<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>YEAR STORM (R)</th> <th>Peak Rainfall Rate (in/hr)</th> <th>Peak Inflow Rate (mgd)</th> <th>Peak Inflow Rate (cfs)</th> <th>Peak Flow (mgd)</th> </tr> </thead> <tbody> <tr><td>0</td><td>0</td><td>0</td><td>0</td><td>0.451</td></tr> <tr><td>1</td><td>1.000</td><td>0.833</td><td>1.289</td><td>1.284</td></tr> <tr><td>2</td><td>1.240</td><td>1.033</td><td>1.598</td><td>1.484</td></tr> <tr><td>5</td><td>1.570</td><td>1.307</td><td>2.023</td><td>1.759</td></tr> <tr><td>10</td><td>1.830</td><td>1.524</td><td>2.358</td><td>1.975</td></tr> <tr><td>25</td><td>2.190</td><td>1.824</td><td>2.822</td><td>2.275</td></tr> <tr><td>50</td><td>2.480</td><td>2.065</td><td>3.196</td><td>2.517</td></tr> <tr><td>100</td><td>2.770</td><td>2.307</td><td>3.569</td><td>2.758</td></tr> </tbody> </table>																			YEAR STORM (R)	Peak Rainfall Rate (in/hr)	Peak Inflow Rate (mgd)	Peak Inflow Rate (cfs)	Peak Flow (mgd)	0	0	0	0	0.451	1	1.000	0.833	1.289	1.284	2	1.240	1.033	1.598	1.484	5	1.570	1.307	2.023	1.759	10	1.830	1.524	2.358	1.975	25	2.190	1.824	2.822	2.275	50	2.480	2.065	3.196	2.517	100	2.770	2.307	3.569	2.758
YEAR STORM (R)	Peak Rainfall Rate (in/hr)	Peak Inflow Rate (mgd)	Peak Inflow Rate (cfs)	Peak Flow (mgd)																																																											
0	0	0	0	0.451																																																											
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50	2.480	2.065	3.196	2.517																																																											
100	2.770	2.307	3.569	2.758																																																											
(1) Storm Name	(2) Total Rainfall (in.)	(3) Length of Storm (hrs)	(4) Time Qp	(5) Time ip	(6) Delta Time (min)	(7) Peak Flow Rate (mgd)	(8) WWP+Infiltr. Date	(9) WWP+Infiltr (mgd)	(10) Peak Inflow Rate (mgd)	(11) Rain i in/hr	(12) Kp	(13) Use? Y/N	(14) Selected *Kp*	(15) Time from Qp to 1/2 Inflow (hrs)	(16) *Kv*	(17) Selected *Kv*	(18) Calc. Inflow Vol. mg	(19) Note																																													
9/6/21 14:50	0.43	0.58	9/6/21 16:55	9/6/21 15:00	115	0.399	09/05/21	0.310	0.089	0.287	0.00136	n						No reaction																																													
9/28/21 20:50	1.68	6.92	9/28/21 21:30	9/28/21 21:25	5	0.585	09/21/21	0.314	0.271	0.640	0.00186	y	0.00186																																																		
10/1/21 5:10	0.28	3.50	10/1/21 6:55	10/1/21 5:15	100	0.487	09/24/21	0.186	0.301	0.167	0.00791	y	0.00791																																																		
10/11/21 0:05	0.35	1.25	10/11/21 0:10	10/11/21 0:05	5	0.344	10/04/21	0.115	0.229	0.233	0.00429	n						No reaction																																													
10/13/21 22:00	3.20	15.00	10/13/21 23:35	10/13/21 23:10	25	0.878	10/12/21	0.201	0.677	1.293	0.00229	y	0.00229																																																		
10/27/21 5:20	0.62	2.33	10/27/21 6:50	10/27/21 5:35	75	0.449	10/26/21	0.238	0.211	0.360	0.00257	y	0.00257																																																		
11/3/21 8:05	1.79	10.67	11/3/21 11:20	11/3/21 10:35	45	0.591	10/27/21	0.194	0.396	0.480	0.00362	y	0.00362																																																		
11/27/21 7:45	0.70	13.92	11/27/21 17:55	11/27/21 14:25	210	0.493	11/26/21	0.290	0.203	0.187	0.00477	n						No reaction																																													

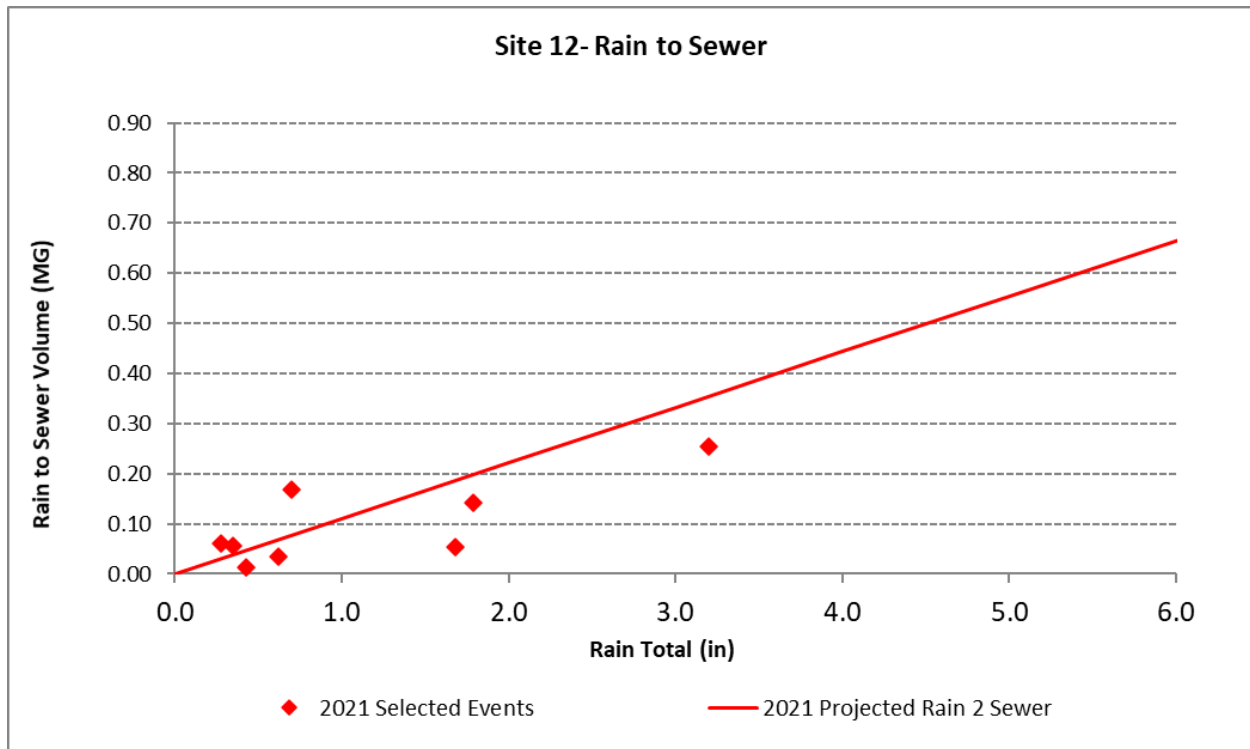
Figure 187 – Inflow Projections (Site 12)



**Table 54 – Rain to Sewer Summary (Site 12)**

Meter Site	Storm Date	Storm Rain Depth (in)	Rain Volume (MG)	Storm I&I Volume (MG)	Rain to Sewer (%)
Site 12 (15")	9/6/2021	0.43	4.121	0.012	0.29%
	9/28/2021	1.68	16.102	0.053	0.33%
	10/1/2021	0.28	2.684	0.060	2.25%
	10/11/2021	0.35	3.355	0.055	1.64%
	10/13/2021	3.20	30.671	0.253	0.83%
	10/27/2021	0.62	5.943	0.035	0.59%
	11/3/2021	1.79	17.157	0.142	0.83%
	11/27/2021	0.70	6.709	0.168	2.50%
	<b>Average</b>				

**Figure 188 – Rain to Sewer Volumetric Analysis (Site 12)**



### A.13 Site 13

#### Description

Site 13 measures flow in manhole O10-068. This manhole is located North Bishop St. The area velocity sensor was placed the north in flow 12” diameter PVC pipe of the manhole. This meter measures flow within the Gilleland Creek Watershed. The intended site was planned for manhole O09-007 however construction was in progress to upsize the segment at that manhole.

#### Observations

The average flow depth for this site was 2.67 inches with an average velocity of 2.08 feet per second. The meter was relocated to manhole O09-007 on 10/26/2021. The collected data from this monitoring site was considered poor. There were several backups and flow were higher at this location than what was monitored downstream after 10/26/2021. This could be attributed to construction and possible bypass pumping. Velocity dropouts were common at low levels, however there were enough valid recordings to adjust the dropouts accordingly.

There were several dry weather surcharging events recorded at this site during the 2021 monitoring period. The surcharging backups is suspected to be due to smaller diameter pipe downstream prior to construction downstream of the meter location. The construction to upsize the pipe downstream may have also contributed to backups.

**Table 55 – Surchage Summary (Site 13)**

Site	Diameter (in.)	Storm Duration (hrs.)	Date of Storm					10/7/2021	10/13/2021
			9/14/2021	9/20/2021	9/23/2021	9/28/2021	9/28/2021		
13 <sup>(1)</sup>	12	Total Storm Rainfall (in.)	Dry Weather Surchage	Dry Weather Surchage	Dry Weather Surchage	1.65"	Dry Weather Surchage	3.15"	
		Storm Duration (hrs.)				7.92		6.00	
		Depth from Invert (in.)	13.18 (B)	26.86 (B)	23.18 (B)	55.47 (B)	18.39 (B)	18.71 (B)	

(1) Surcharging is attributed to a bottleneck and/or construction activities. Completion of Bastrop/Parsons CIP S-32 wastewater line upsizing eliminated system bottlenecks and allowed for relocation of meter from interim Site 13 to 13B on 10/26/2021.

(P) Denotes pressurized flow caused by lack of capacity  
(flow velocities generally increase as flow depths increase)

(B) Denotes flow backup caused by downstream restriction  
(flow velocities generally decrease as flow depths increase)

**Table 56 – Service Interrogations Summary (Site 13)**

Site ID	Date	Time	Size	Level (in)			Level (in) After Cleaning			Velocity (fps)			Velocity After Cleaning (fps)				
Number	Install / Download		(in)	Manual	Meter	Diff.	Manual	Meter	Diff.	Manual	Meter	Diff.	Manual	Meter	Diff.	Purpose:	Comment:
Site 13	9/13/2021	13:03	12	1.25	1.00	-0.25	1.25	1.37	0.12	2.00	2.60	0.60	2.00	2.40	0.40	Install	Meter installed at temporary location
	9/27/2021	14:25		1.25	1.20	-0.05	1.50	1.50	0.00	2.50	2.40	-0.10	2.50	2.40	-0.10	Service/Upload	
	10/12/2021	11:15		1.50	1.90	0.40	1.50	2.00	0.50	2.00	2.30	0.30	2.00	2.20	0.20	Service/Upload	
	10/26/2021	11:20		1.25	1.36	0.11	1.50	1.36	-0.14	1.50	1.38	-0.12	1.50	1.38	-0.12	Removal	Removed meter from temporary location



Figure 189 – Flow Meter Site Investigation (Site 13)

**Flow Meter Site Investigation**

<b>Project:</b> Manor I&I Program		<b>Location:</b> City of Manor, TX		<b>Date/Time:</b> 10-26-2021 / 11:20		<b>Crew:</b> JA-VI	
<b>MH#:</b> 010-068		<b>Pipe Shape:</b> Circular		<b>Pipe Material:</b> PVC		<b>Pipe Size (in):</b> 12	
<b>Site ID:</b> 13	<b>Address:</b> 209 Parsons St.		<b>Site Quality:</b> Poor		<b>Monitoring Purpose:</b> Short-term FM		
<b>Location Map</b>				<b>Planar Description</b>			
<p><b>Summary Description:</b>                  Preliminary metered manhole was to be where Site 13B is but due to ongoing wastewater rehabilitation project on Parson Street the manhole was unavailable. Meter on Site 13 was moved to original location (Site 13B) after construction was finished. Site 13 manhole is in the middle of the street in front of a Hair Salon.</p>							
<b>Site Hazards</b>		<b>Measurements</b>			<b>Site Conditions</b>		
Heavy Traffic? Medium		Manhole Depth (ft): 8.39			Surcharge Evidence? Yes		
Needed Traffic Attendants: 0		Manhole Dia. (in): 48.00			Depth of Surcharge (ft): 6.00		
H <sub>2</sub> S: 0	O <sub>2</sub> : 20.8	MH Cover Size (in): 24.00			Depth of Debris (in): 0.00		
LEL: 0	CO: 0	MH Cover Type: Standard			Usable MH Steps? No		
<p><b>Describe potential hazards:</b>                      Traffic can be busy during certain periods of the day such as mornings, and during lunch hour. Cones need to be placed immediately and service vehicle lights need to be always on. During service the truck blocks one side of traffic. Top man needs to be very attentive and may need to direct traffic.</p>		Measured Flow Depth (in): 1.50			Meter: ISCO 2150		
		Velocity (fps): 1.50			Cellular Signal Strength: N/A		
		Mounting Band Description: Spring Band			Antennae Install Considerations: N/A		
		Other Comments:			Permanent Power Available? No		



Installation Sketch & Notes	Pipe Cross Section																																				
<p style="text-align: center;">11.04'</p> <p>8' Northeast In</p> <p>Flow Meter Location</p> <p>12"</p> <p>Southeast Out</p> <p>6' Northwest In</p> <p>Northeast In</p>	<p style="text-align: center;">12"</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 25%;">Depth (in)</th> <th style="width: 25%;">Width (in)</th> <th style="width: 25%;">Depth (in)</th> <th style="width: 25%;">Width (in)</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Depth (in)	Width (in)	Depth (in)	Width (in)																																
Depth (in)	Width (in)	Depth (in)	Width (in)																																		
<p style="text-align: center;"><b>SURFACE</b></p>	<p style="text-align: center;"><b>DOWN</b></p>																																				
<p style="text-align: center;"><b>INFLOW</b></p>	<p style="text-align: center;"><b>OUTFLOW</b></p>																																				



**Figure 190 – Site Information (Site 13)**

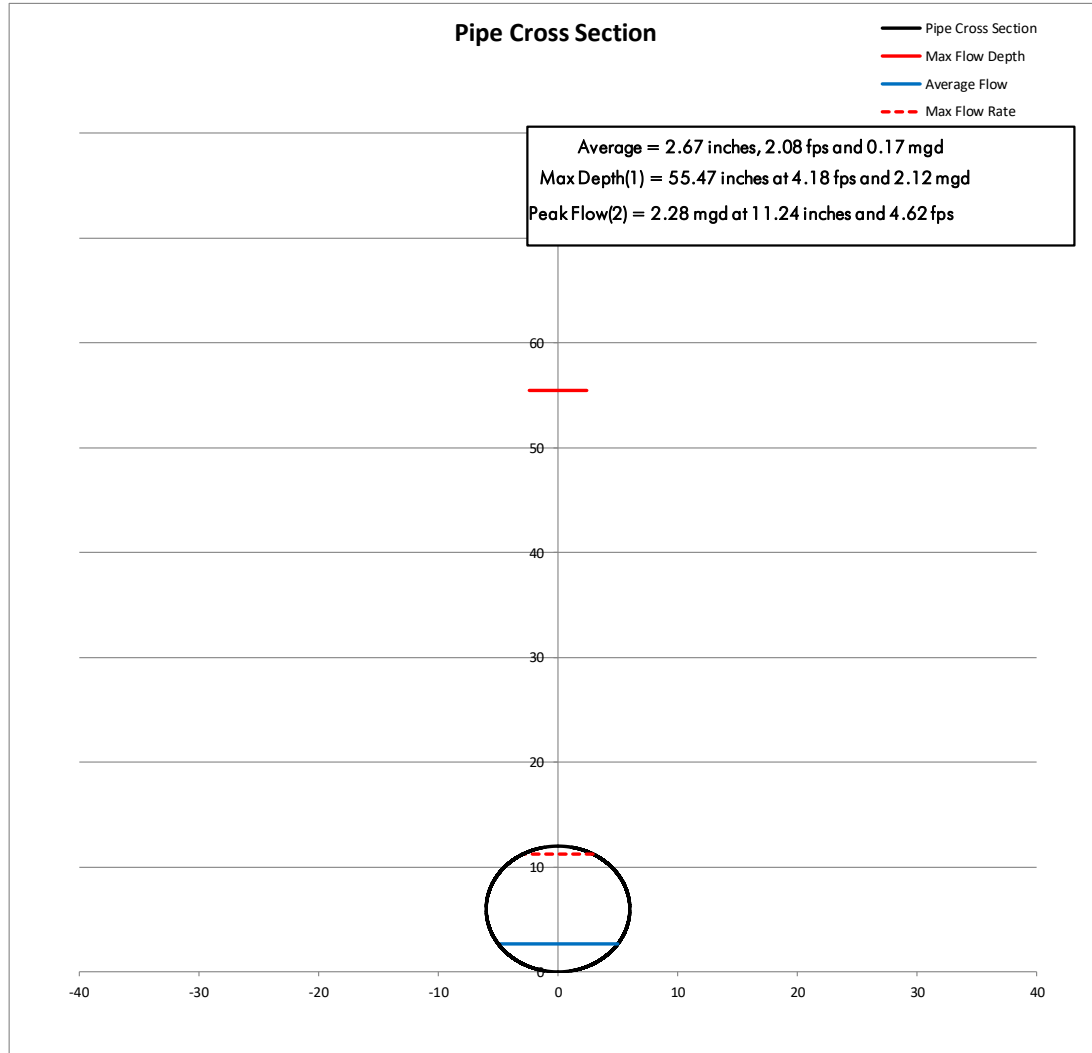
**SITE INFORMATION RECORD**

**Site Information**

Meter ID #:	13
Monitoring Program:	Short-Term FM
Manhole #:	○10-068

**Sewer Information**

Pipe Shape	Circle
Pipe Height, H (in):	12
Pipe Width, W (in):	12
Manning Roughness Coefficient, n:	0.013
As-Built Pipe Slope, S (ft/ft):	0.0085 ASSUMEDI



Site ID Number	Date	Diameter (in.)	Level (in.) After Cleaning			Velocity (fps) After Cleaning				
			Time	Manual	Meter	Diff	Manual	Meter	Diff.	
Site 13	9/13/2021	12	13:03	1.25	1.37	0.12	2.00	2.40	0.40	
	9/27/2021		14:25	1.50	1.50	0.00	2.50	2.40	-0.10	
	10/12/2021		11:15	1.50	2.00	0.50	2.00	2.20	0.20	
	10/26/2021		11:20	1.50	1.36	-0.14	1.50	1.38	-0.12	

Figure 191 – September Monthly Flow Hydrograph (Site 13)

**SITE 13 HYDROGRAPH**  
**(MH O10-068) 12"**

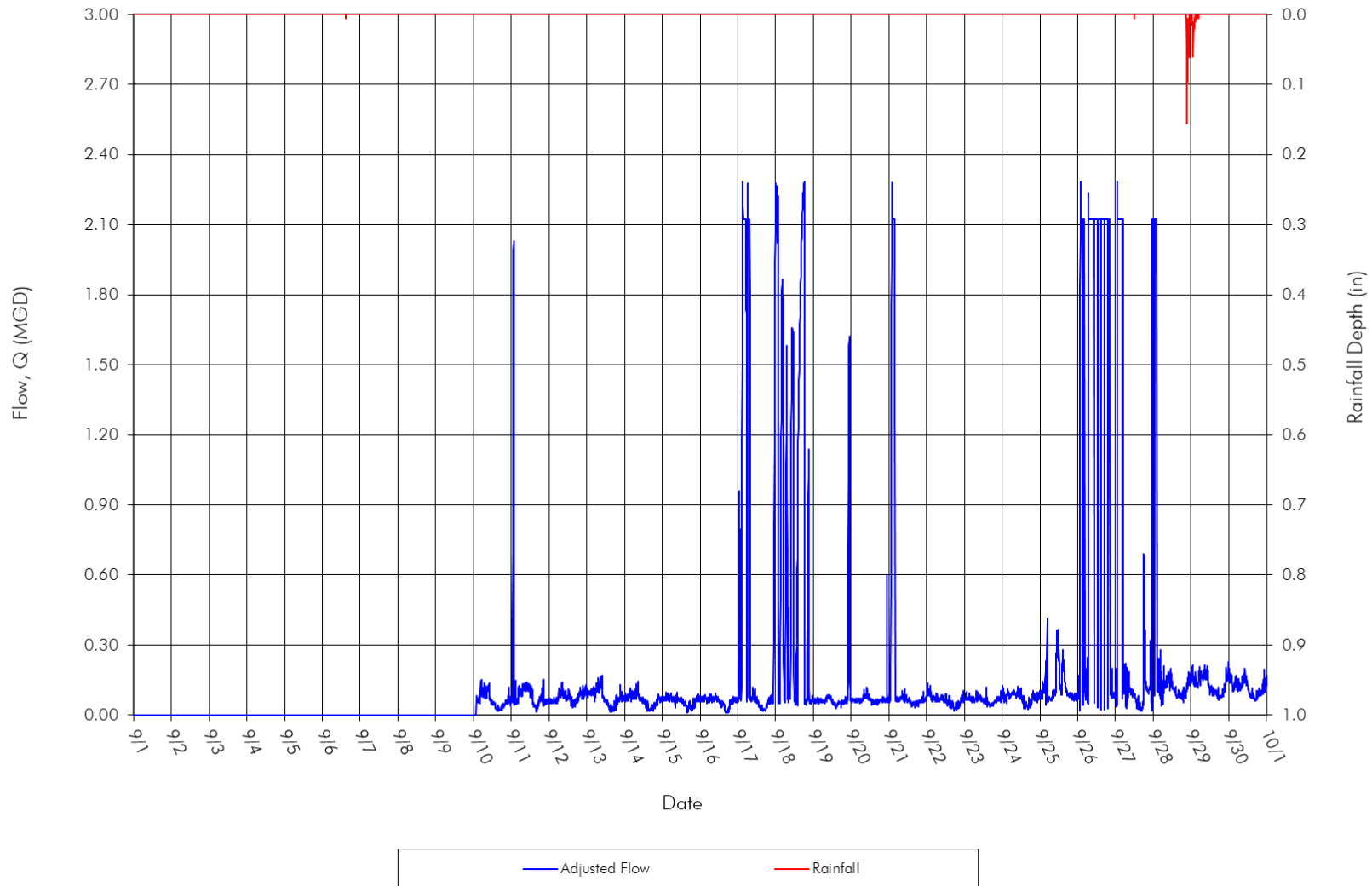


Figure 192 – September Monthly Level and Velocity Hydrograph (Site 13)

**SITE 13 LEVEL & VELOCITY**  
**(MH O10-068) 12"**

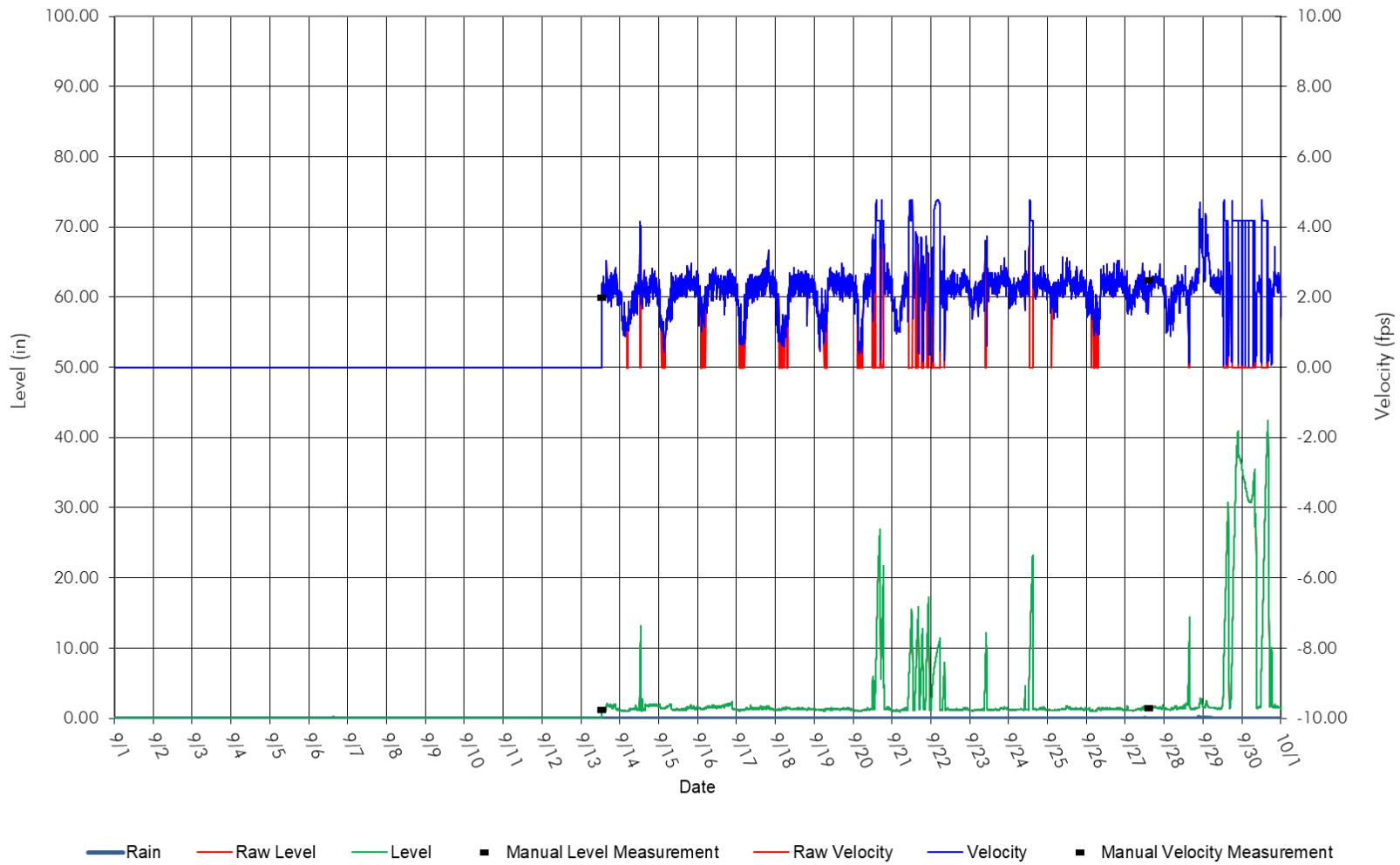


Figure 193 – October Flow Hydrograph (Site 13)

**SITE 13 HYDROGRAPH  
(MH O10-068) 12"**

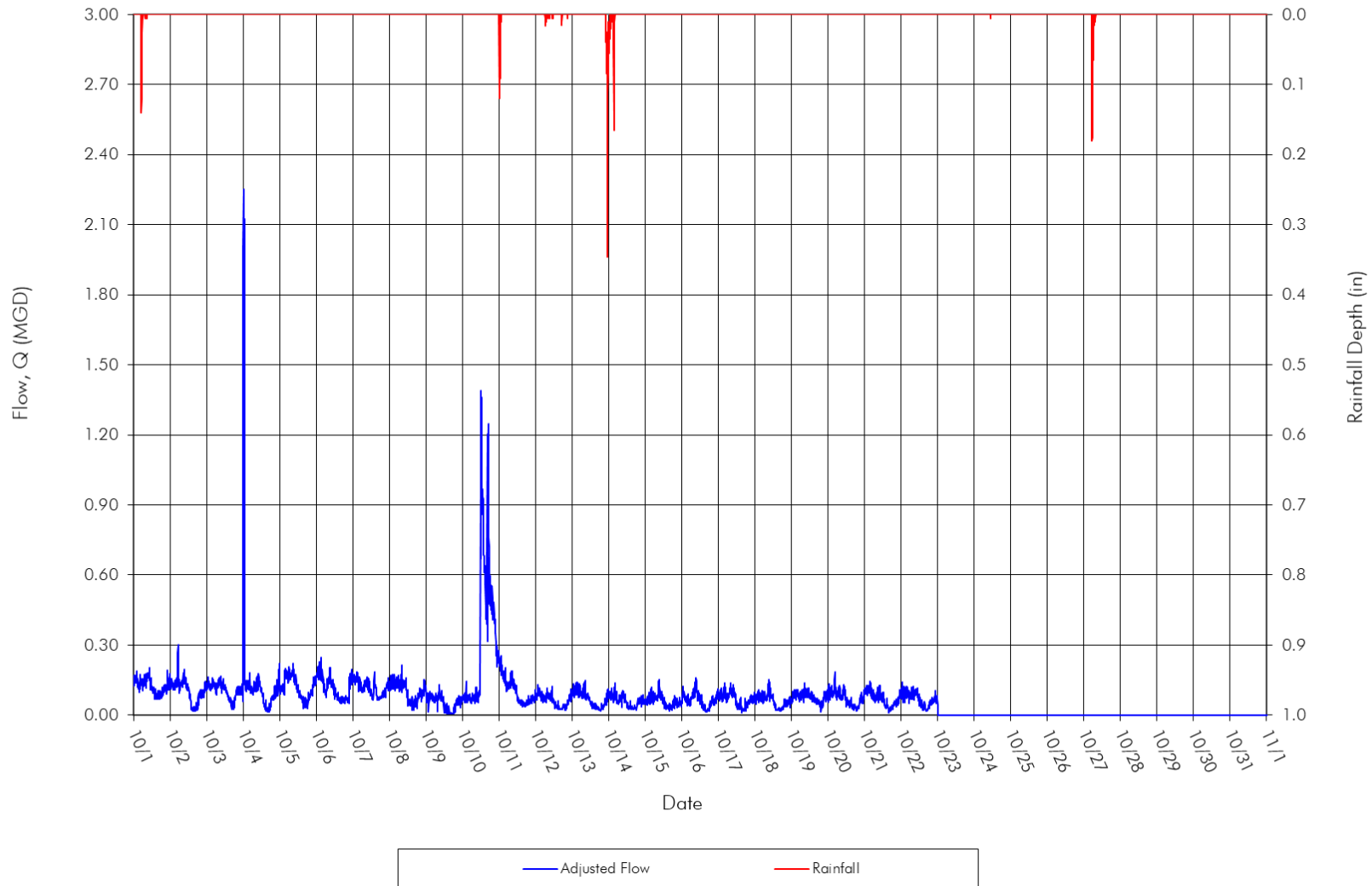


Figure 194 – October Monthly Level and Velocity Hydrograph (Site 13)

**SITE 13 HYDROGRAPH**  
**(MH O10-068) 12"**

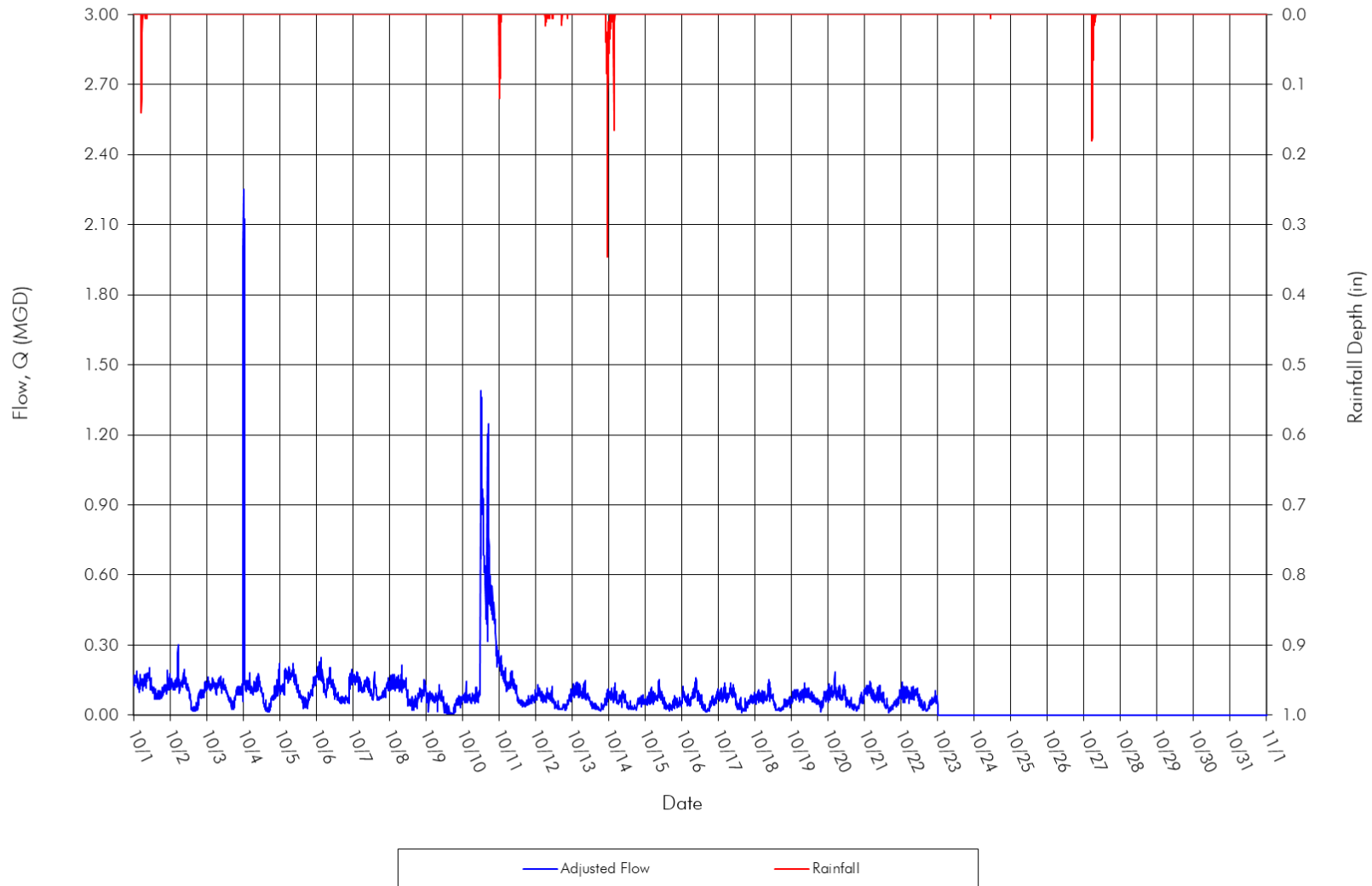


Figure 195 – Overall Flow Hydrograph (Site 13)

**SITE 13 HYDROGRAPH**  
**(MH O10-068) 12"**

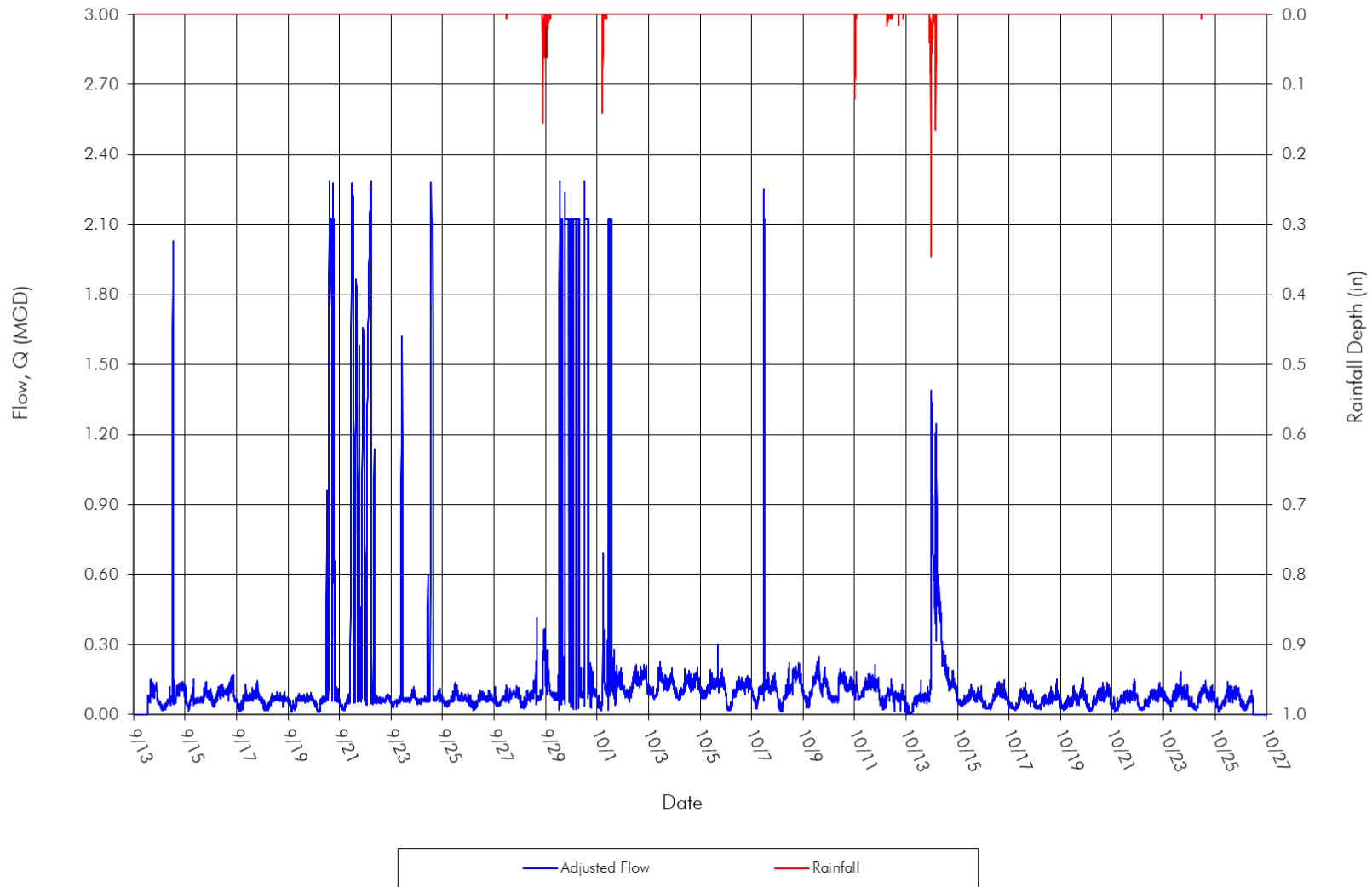




Figure 196 – Overall Level and Velocity Hydrograph (Site 13)

**SITE 13 LEVEL & VELOCITY**  
**(MH O10-068) 12"**

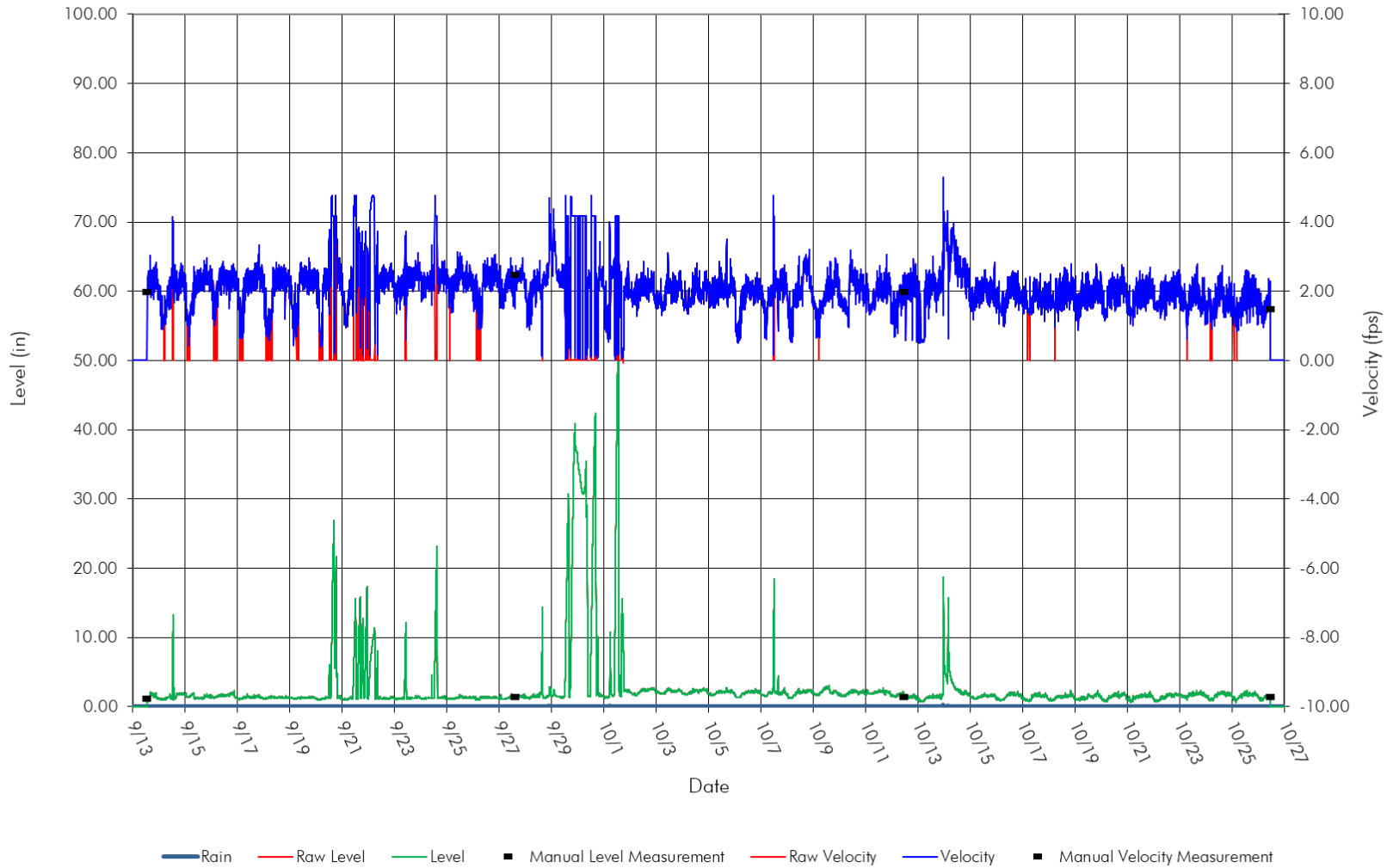


Figure 197 – Standard Flow Scattergraph (Site 13)

**SITE 13 SCATTERGRAPH**  
**(MH O10-068) 12"**

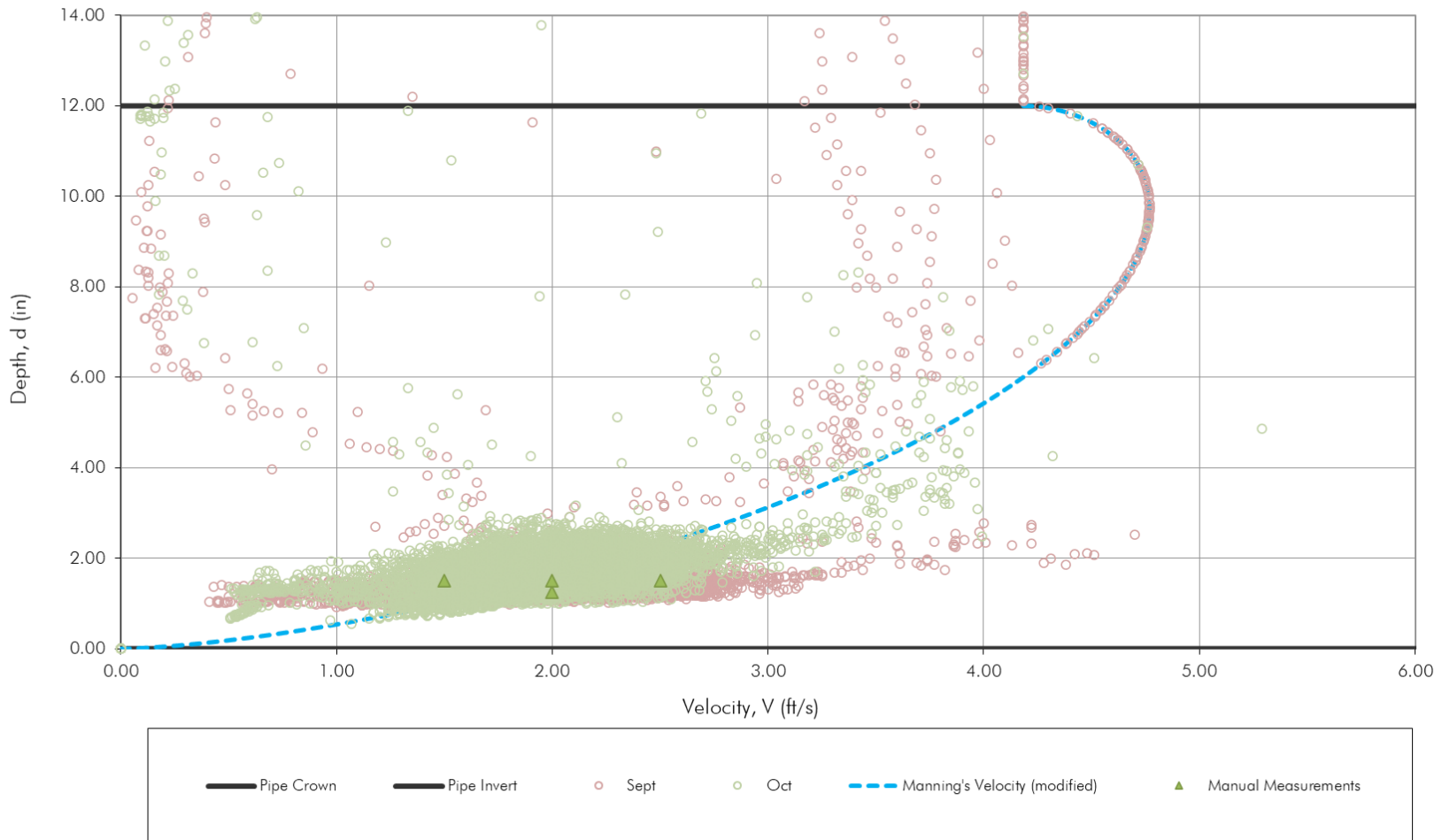
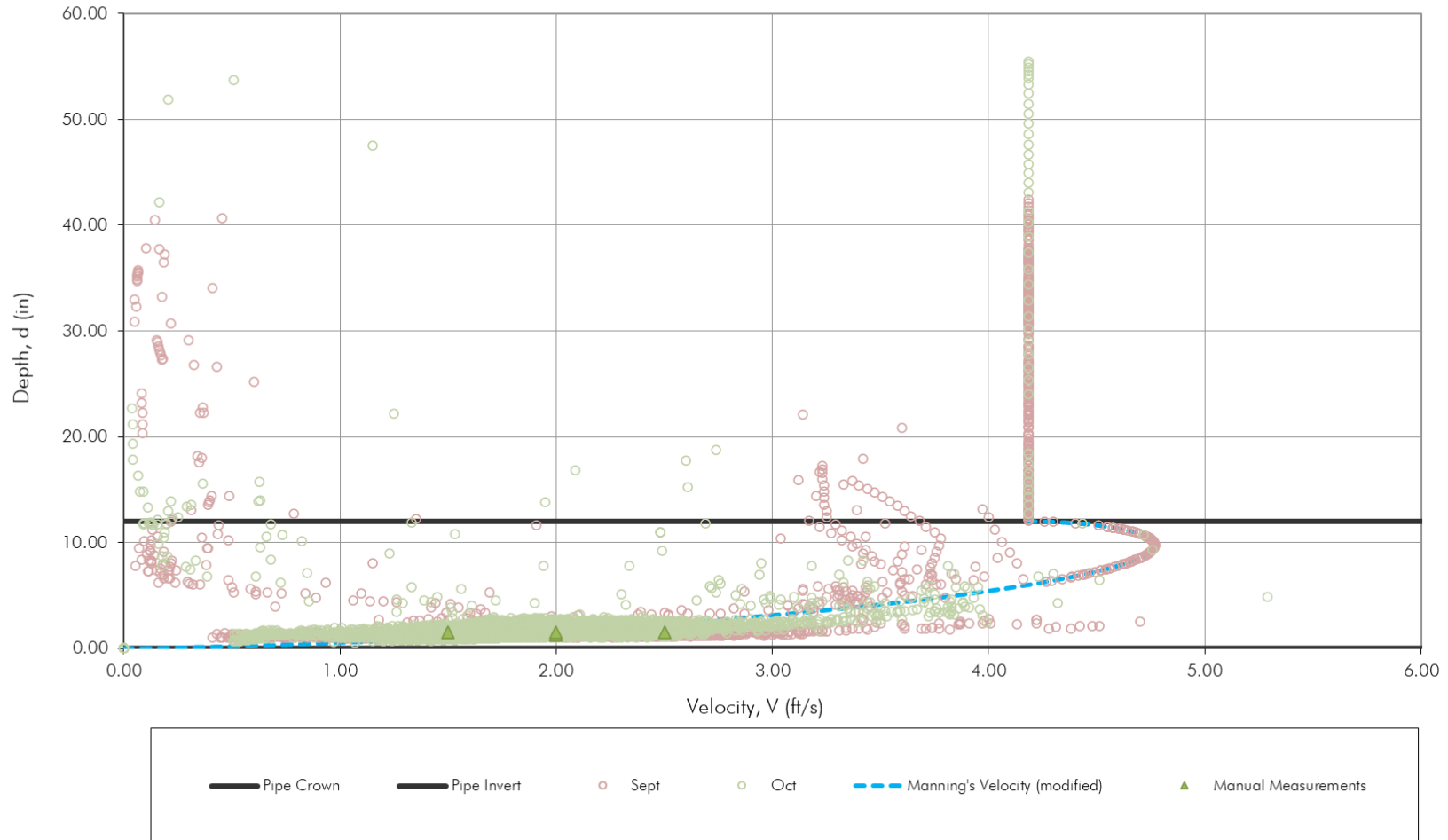


Figure 198 – Surcharged Flow Scattergraph (Site 13)

SITE 13 SCATTERGRAPH

(MH O10-068) 12"



**Figure 199 – ADDF and Infiltration Summary (Site 13)**

AVERAGE DAILY DRY WEATHER FLOW, WASTEWATER PRODUCTION, AND INFILTRATION							
Project Name: City of Manor Flow Monitoring Fall 2021							
Project No: 14925		Units of Flow: MGD					
Subsystem: 13							
Meter: 13							
(1) DW/LG Date	(2) Day	(3) Avg. Dry Weather (ADDF) Flow	(4) Peak Hourly Dry Weather Flow	(5) Diurnal Peaking Factor	(6) DW/LG Lowest 3-Hour Flow	(7) DW/HG Date	(8) DW/HG Lowest 3-Hour Flow
19-Sep-21	Sun	0.059	0.078	1.324	0.032	03-Oct-21	0.080
27-Sep-21	Mon	0.073	0.098	1.338	0.044		
14-Sep-21	Tue	0.066	0.119	1.792	0.023		
15-Sep-21	Wed	0.068	0.111	1.634	0.032		
16-Sep-21	Thu	0.088	0.139	1.581	0.052		
17-Sep-21	Fri	0.066	0.119	1.792	0.023	15-Oct-21	0.047
18-Sep-21	Sat	0.058	0.080	1.396	0.026	02-Oct-21	0.080
<b>7</b> Count		<b>0.068</b> Average	<b>0.106</b> Average	<b>1.551</b> Average	<b>0.033</b> Average	<b>3</b> Count	<b>0.069</b> Average

Notes:

DW/LG = Dry Weather/Low Groundwater

DW/HG = Dry Weather/High Groundwater

<b>Summary:</b>	Wastewater Production (WWP):	<b>0.068</b> (Assume = ADDF or enter value)
	Avg. Dry Weather Flow (ADDF):	<b>0.068</b>
	Diurnal Peaking Factor (DPF):	<b>1.551</b>
	Dry Weather Infiltration (DWI):	<b>0.000</b> (ADDF - WWP)
	Wet Weather Infiltration Increase (WWI):	<b>0.036</b> (DW/HG - DW/LG)
	Total Infiltration (TI):	<b>0.036</b> (WWI + DWI, DWI > 0)
	Large User Flow	<b>0.000</b>
	Distributed Flow (ADDF - Large User)	<b>0.068</b>

Figure 200 – Dry Weather Diurnal (Site 13)

DIURNAL CURVES  
Meter ID #:13

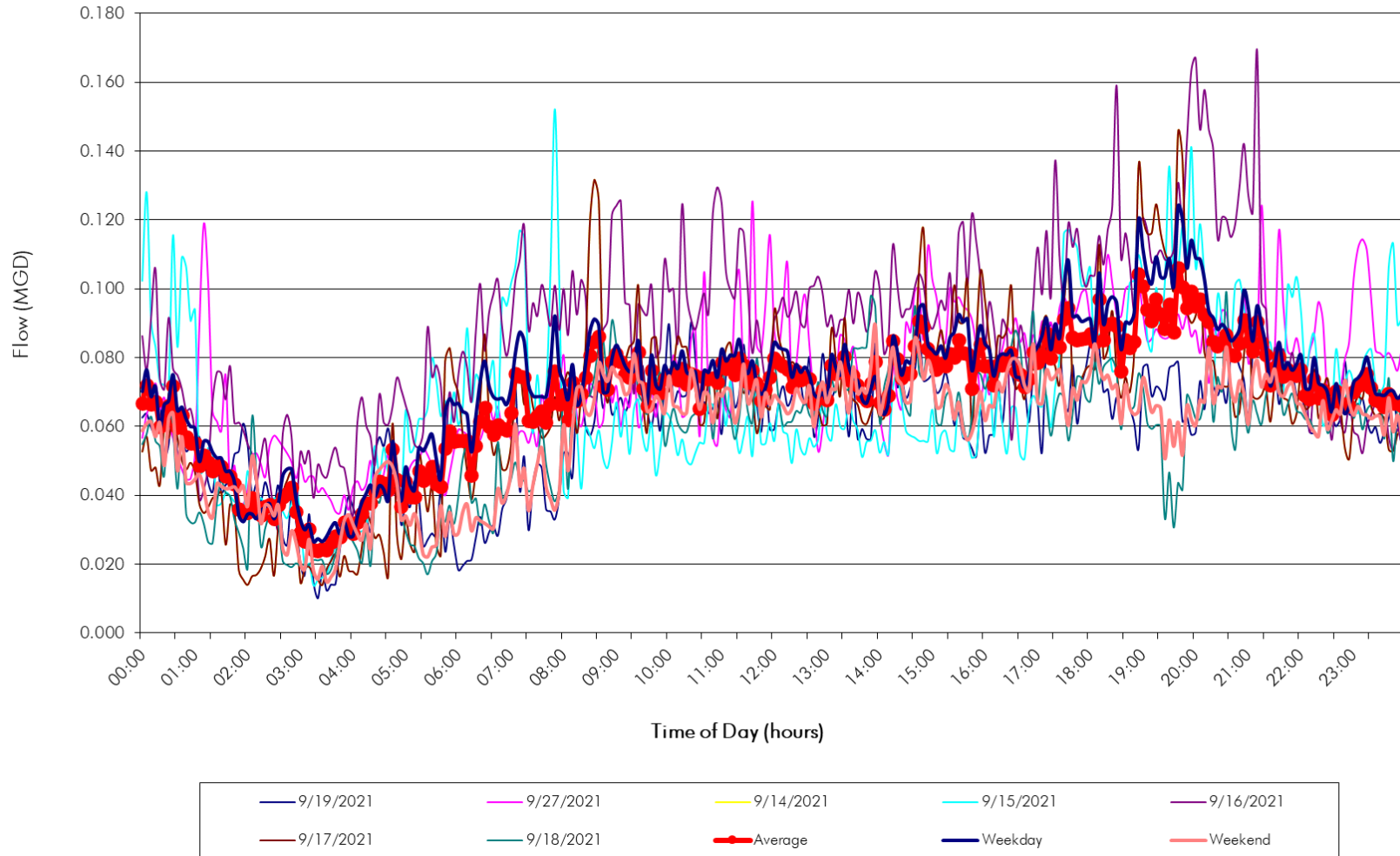


Figure 201 – High/Low Groundwater Diurnal (Site 13)

DRY WEATHER/HIGH GROUNDWATER VS.  
DRY WEATHER/LOW GROUNDWATER  
Meter ID #:13

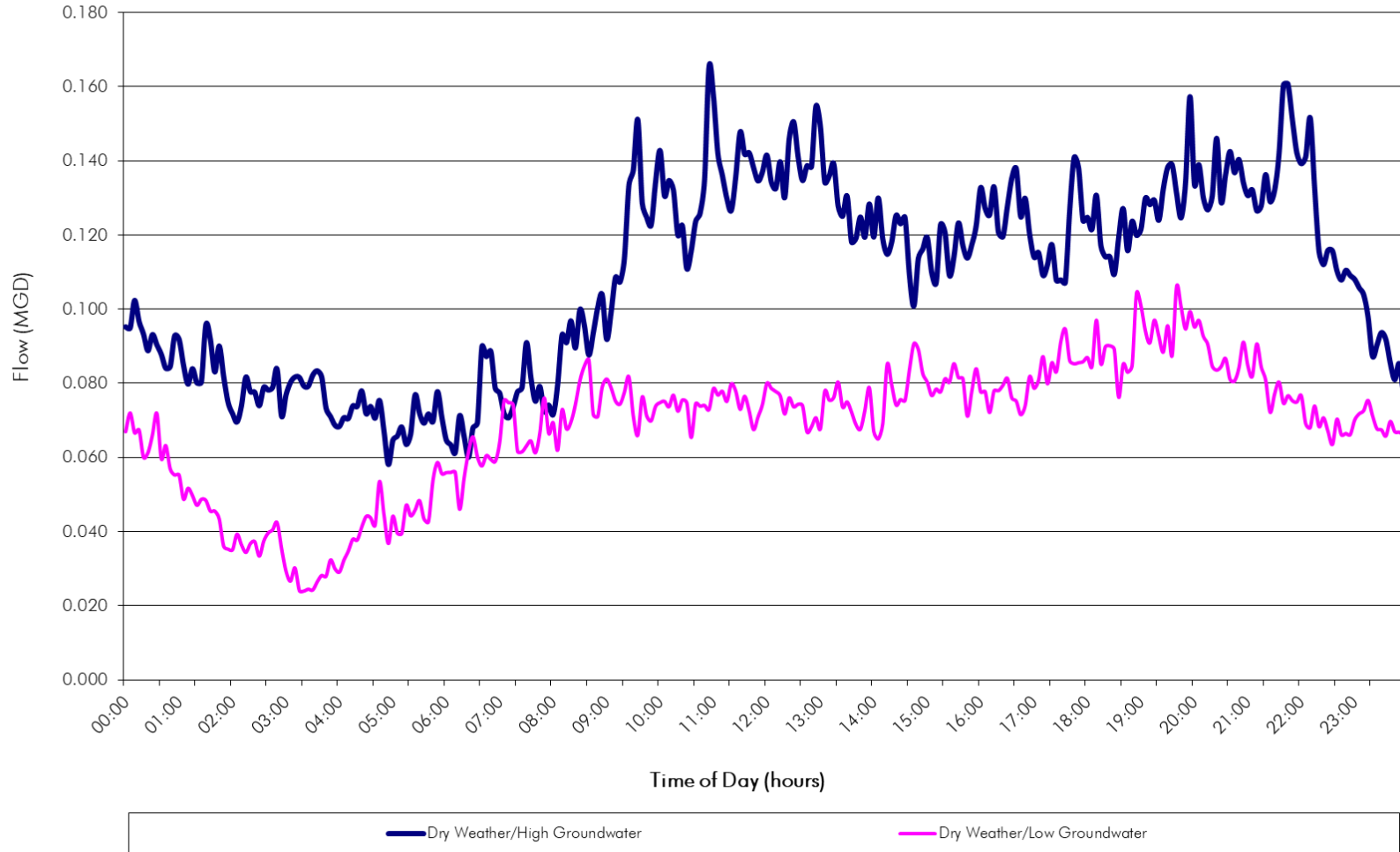
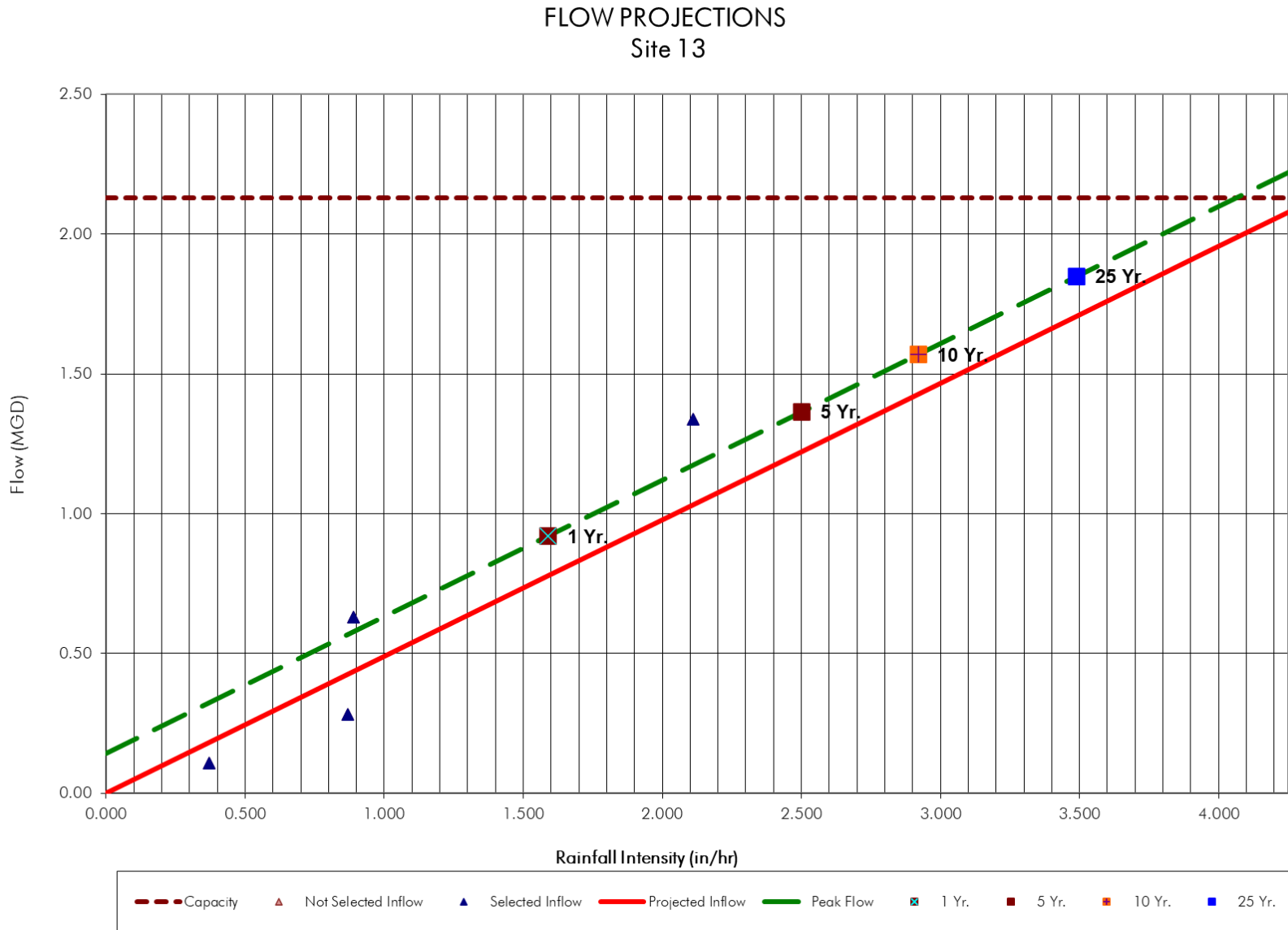


Table 57 – Inflow Calculations and Projections (Site 13)

INFLOW CALCULATIONS AND PROJECTIONS																																																															
Project Name: City of Manor Flow Monitoring Fall 2021																																																															
Project No.: 14925																																																															
Subsystem: 13																																																															
Meter: 13																																																															
Units of Flow: MGD																																																															
<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Storm Count: 7</td> <td style="width: 30%;">Cum. Trib. Area: 53 acres</td> <td style="width: 30%;">Pipe Shape: Circular</td> </tr> <tr> <td>Avg Delta Time: 43</td> <td>Cum. Time of Conc.: 45 minutes</td> <td>Pipe Diameter: 12 in</td> </tr> <tr> <td>Avg Kp: 0.01428</td> <td></td> <td>Pipe Slope: 0.009 ft/ft</td> </tr> <tr> <td>Avg Selected Kp: 0.01428</td> <td></td> <td>Pipe Capacity: 2.13 mgd</td> </tr> <tr> <td></td> <td></td> <td>ADDF Cum.: 0.068 mgd</td> </tr> <tr> <td></td> <td></td> <td>ADDF Peak Factor: 1.55</td> </tr> <tr> <td></td> <td></td> <td>Peak ADDF Flow: 0.106 mgd</td> </tr> <tr> <td></td> <td></td> <td>Infiltration: 0.036 mgd</td> </tr> <tr> <td></td> <td></td> <td>Cum. Peak Flow: 0.142 mgd</td> </tr> <tr> <td></td> <td></td> <td>Manning's Coefficient, n: 0.013</td> </tr> </table>																			Storm Count: 7	Cum. Trib. Area: 53 acres	Pipe Shape: Circular	Avg Delta Time: 43	Cum. Time of Conc.: 45 minutes	Pipe Diameter: 12 in	Avg Kp: 0.01428		Pipe Slope: 0.009 ft/ft	Avg Selected Kp: 0.01428		Pipe Capacity: 2.13 mgd			ADDF Cum.: 0.068 mgd			ADDF Peak Factor: 1.55			Peak ADDF Flow: 0.106 mgd			Infiltration: 0.036 mgd			Cum. Peak Flow: 0.142 mgd			Manning's Coefficient, n: 0.013															
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<table border="1" style="width: 100%; text-align: center;"> <thead> <tr> <th>YEAR STORM (R)</th> <th>Peak Rainfall Rate (in/hr)</th> <th>Peak Inflow Rate (mgd)</th> <th>Peak Inflow Rate (cfs)</th> <th>Peak Flow (mgd)</th> </tr> </thead> <tbody> <tr><td>0</td><td>0</td><td>0</td><td>0</td><td>0.142</td></tr> <tr><td>1</td><td>1.590</td><td>0.778</td><td>1.203</td><td>0.919</td></tr> <tr><td>2</td><td>1.970</td><td>0.963</td><td>1.491</td><td>1.105</td></tr> <tr><td>5</td><td>2.500</td><td>1.223</td><td>1.892</td><td>1.364</td></tr> <tr><td>10</td><td>2.920</td><td>1.428</td><td>2.209</td><td>1.570</td></tr> <tr><td>25</td><td>3.490</td><td>1.707</td><td>2.641</td><td>1.848</td></tr> <tr><td>50</td><td>3.950</td><td>1.932</td><td>2.989</td><td>2.073</td></tr> <tr><td>100</td><td>4.410</td><td>2.157</td><td>3.337</td><td>2.298</td></tr> </tbody> </table>																			YEAR STORM (R)	Peak Rainfall Rate (in/hr)	Peak Inflow Rate (mgd)	Peak Inflow Rate (cfs)	Peak Flow (mgd)	0	0	0	0	0.142	1	1.590	0.778	1.203	0.919	2	1.970	0.963	1.491	1.105	5	2.500	1.223	1.892	1.364	10	2.920	1.428	2.209	1.570	25	3.490	1.707	2.641	1.848	50	3.950	1.932	2.989	2.073	100	4.410	2.157	3.337	2.298
YEAR STORM (R)	Peak Rainfall Rate (in/hr)	Peak Inflow Rate (mgd)	Peak Inflow Rate (cfs)	Peak Flow (mgd)																																																											
0	0	0	0	0.142																																																											
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(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)																																													
Storm Name	Total Rainfall (in.)	Length of Storm (hrs)	Time Qp	Time Ip	Delta Time (min)	Peak Flow Rate (mgd)	WWP+ Infiltr. Date	WWP+ Infiltr (mgd)	Peak Inflow Rate (mgd)	Rain i in/hr	Kp	Use? Y/N	Selected *Kp*	Time from Qp to 1/2 Inflow (hrs)	*Kv*	Selected *Kv*	Calc. Inflow Vol. mg	Note																																													
9/28/21 21:00	1.65	7.92	9/28/21 22:10	9/28/21 21:20	50	0.364	09/27/21	0.082	0.282	0.870	0.00947	y	0.00947																																																		
10/1/21 4:55	0.73	3.67	10/1/21 5:25	10/1/21 5:05	20	0.692	09/24/21	0.063	0.629	0.890	0.02064	y	0.02064																																																		
10/11/21 0:05	0.49	1.25	10/11/21 1:25	10/11/21 0:05	80	0.186	10/04/21	0.078	0.108	0.370	0.00848	y	0.00848																																																		
10/13/21 21:55	3.15	6.00	10/13/21 23:30	10/13/21 23:10	20	1.391	10/12/21	0.053	1.338	2.110	0.01851	y	0.01851					Brief Surcharge																																													
10/27/21 5:15	0.89	2.42																	Meter relocated to 13B																																												
11/3/21 2:10	1.89	16.83																	Meter relocated to 13B																																												
11/27/21 7:45	0.70	13.92																	Meter relocated to 13B																																												

Figure 202 – Inflow Projections (Site 13)

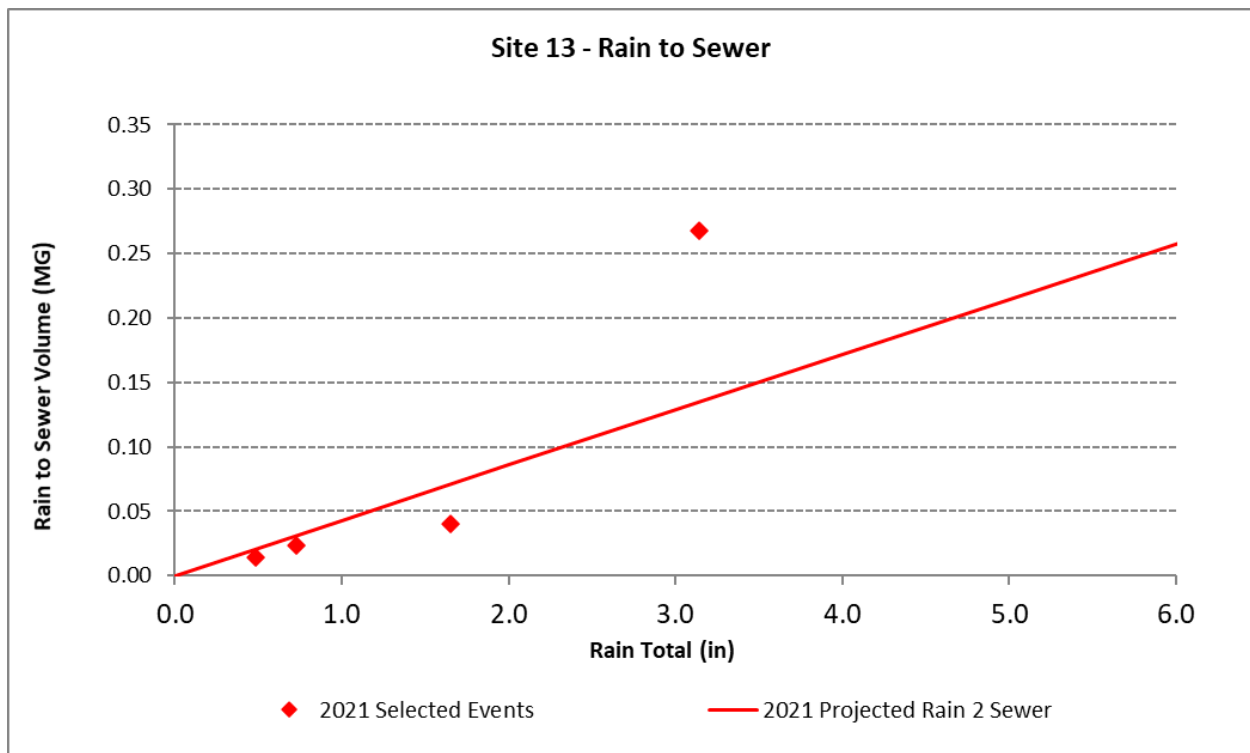




**Table 58 – Rain to Sewer Summary (Site 13)**

Meter Site	Storm Date	Storm Rain Depth (in)	Rain Volume (MG)	Storm I&I Volume (MG)	Rain to Sewer (%)
Site 13 (12")	9/28/2021	1.65	2.374	0.040	1.70%
	10/1/2021	0.73	1.051	0.024	2.25%
	10/11/2021	0.49	0.698	0.014	2.05%
	10/13/2021	3.15	4.526	0.268	5.91%
	<b>Average</b>				<b>2.98%</b>

**Figure 203 – Rain to Sewer Volumetric Analysis (Site 13)**



## A.14 Site 13B

### Description

Site 13 measures flow in manhole O09-007. This manhole is located on West Parsons St. The area velocity sensor was placed the east in flow 12" diameter PVC pipe of the manhole. This meter measures flow within the Gilleland Creek Watershed. The meter was relocated from Site 13 at manhole O10-068.

### Observations

The average flow depth for this site was 2.2 inches with an average velocity of 0.48 feet per second. The meter was relocated to manhole O09-007 on 10/26/2021. Medium debris and light grease were reported during site services. The collected data from this monitoring site was considered good. Velocity dropouts were common at low levels, however there were enough valid recordings to adjust the dropouts accordingly.

There were no surcharging events recorded at this site during the 2021 monitoring period.

**Table 59 – Service Interrogations Summary (Site 13B)**

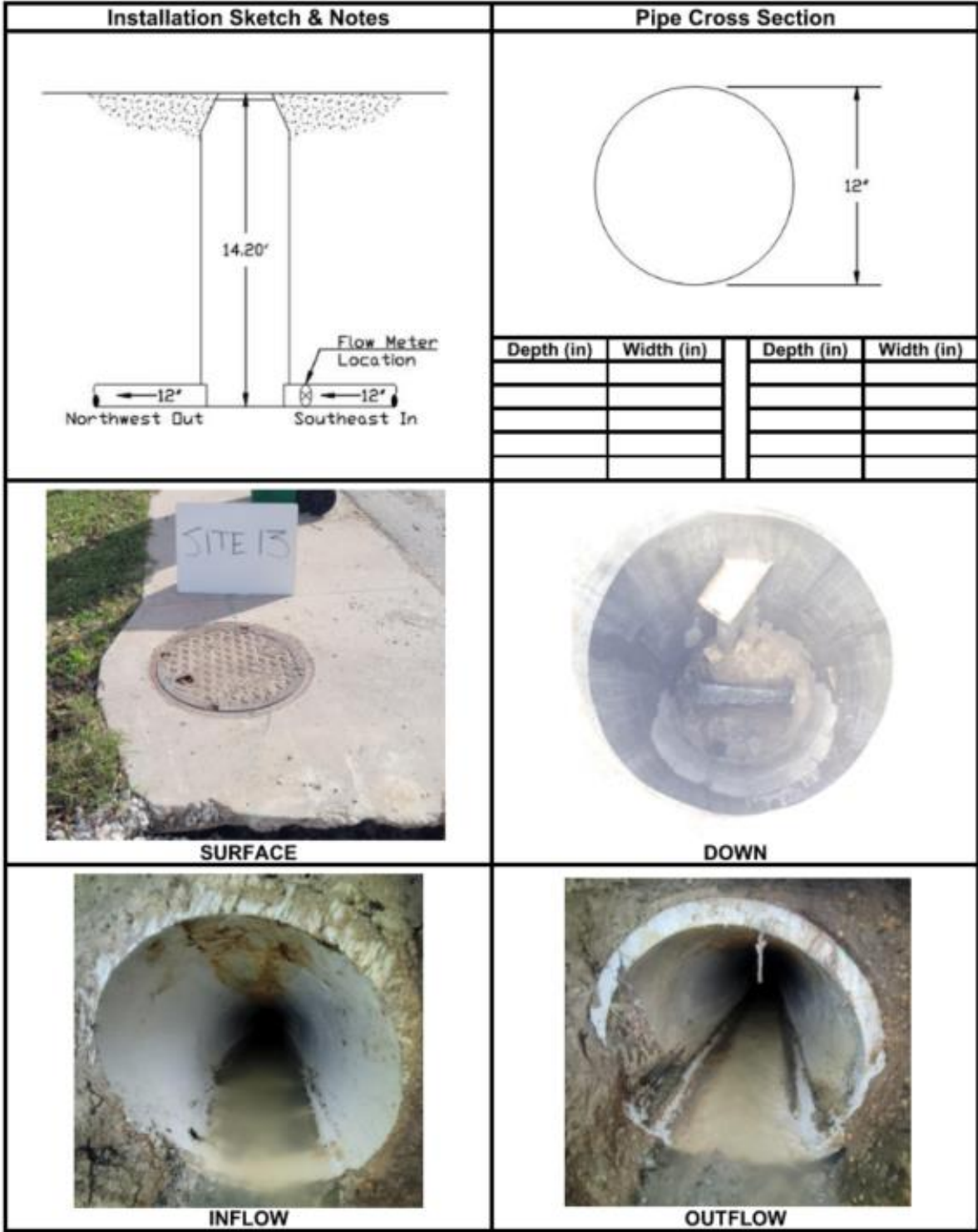
Site ID	Date	Time	Size	Level (in)			Level (in) After Cleaning			Velocity (fps)			Velocity After Cleaning (fps)				
Number	Install / Download		(in)	Manual	Meter	Diff.	Manual	Meter	Diff.	Manual	Meter	Diff.	Manual	Meter	Diff.	Purpose:	Comment:
Site 13B	10/26/2021	12:15	12	2.00	2.10	0.10	2.00	2.10	0.10	0.50	0.43	-0.07	0.50	0.43	-0.07	Install	Meter installed at original location
	11/8/2021	11:08		2.50	2.37	-0.13	2.00	2.20	0.20	0.75	0.57	-0.18	0.50	0.53	0.03	Service/Upload	Medium debris and light grease.
	11/30/2021	10:58		2.50	2.41	-0.09	2.00	2.05	0.05	0.50	0.51	0.01	0.50	0.56	0.06	Removal	Medium debris.

Figure 204 – Flow Meter Site Investigation (Site 13B)

**Flow Meter Site Investigation**

<b>Project:</b> Manor I&I Program		<b>Location:</b> City of Manor, TX		<b>Date/Time:</b> 11-30-2021 / 10:58		<b>Crew:</b> JA-VI	
<b>MH#:</b> 009-007		<b>Pipe Shape:</b> Circular		<b>Pipe Material:</b> PVC		<b>Pipe Size (in):</b> 12	
<b>Site ID:</b> 13B	<b>Address:</b> 409 Parsons St.		<b>Site Quality:</b> Poor		<b>Monitoring Purpose:</b> Short-term FM		
<b>Location Map</b>				<b>Planar Description</b>			
<p><b>Summary Description:</b>                  Preliminary metered manhole was to be where Site 13B is but due to ongoing wastewater rehabilitation project on Parson Street the manhole was unavailable. Meter on Site 13 was moved to original location (Site 13B) after construction was finished. Site 13B manhole is in the middle of a sidewalk.</p>							
<b>Site Hazards</b>		<b>Measurements</b>			<b>Site Conditions</b>		
Heavy Traffic? Light		Manhole Depth (ft): 14.20			Surcharge Evidence? Yes		
Needed Traffic Attendants: 0		Manhole Dia. (in): 48.00			Depth of Surcharge (ft): 6.00		
H <sub>2</sub> S: 0	O <sub>2</sub> : 20.8	MH Cover Size (in): 24.00			Depth of Debris (in): 0.00		
LEL: 0	CO: 0	MH Cover Type: Standard			Usable MH Steps? No		
<p><b>Describe potential hazards:</b>                  Sidewalk and edge of road lane are close to each other. Service team is to be aware and attentive of selves and each other during servicing.</p>		Measured Flow Depth (in): 2.00			Meter: ISCO 2150		
		Velocity (fps): 0.50			Cellular Signal Strength: N/A		
		Mounting Band Description: Spring Band			Antennae Install Considerations: N/A		
		Other Comments:			Permanent Power Available? No		





**Figure 205 – Site Information (Site 13B)**

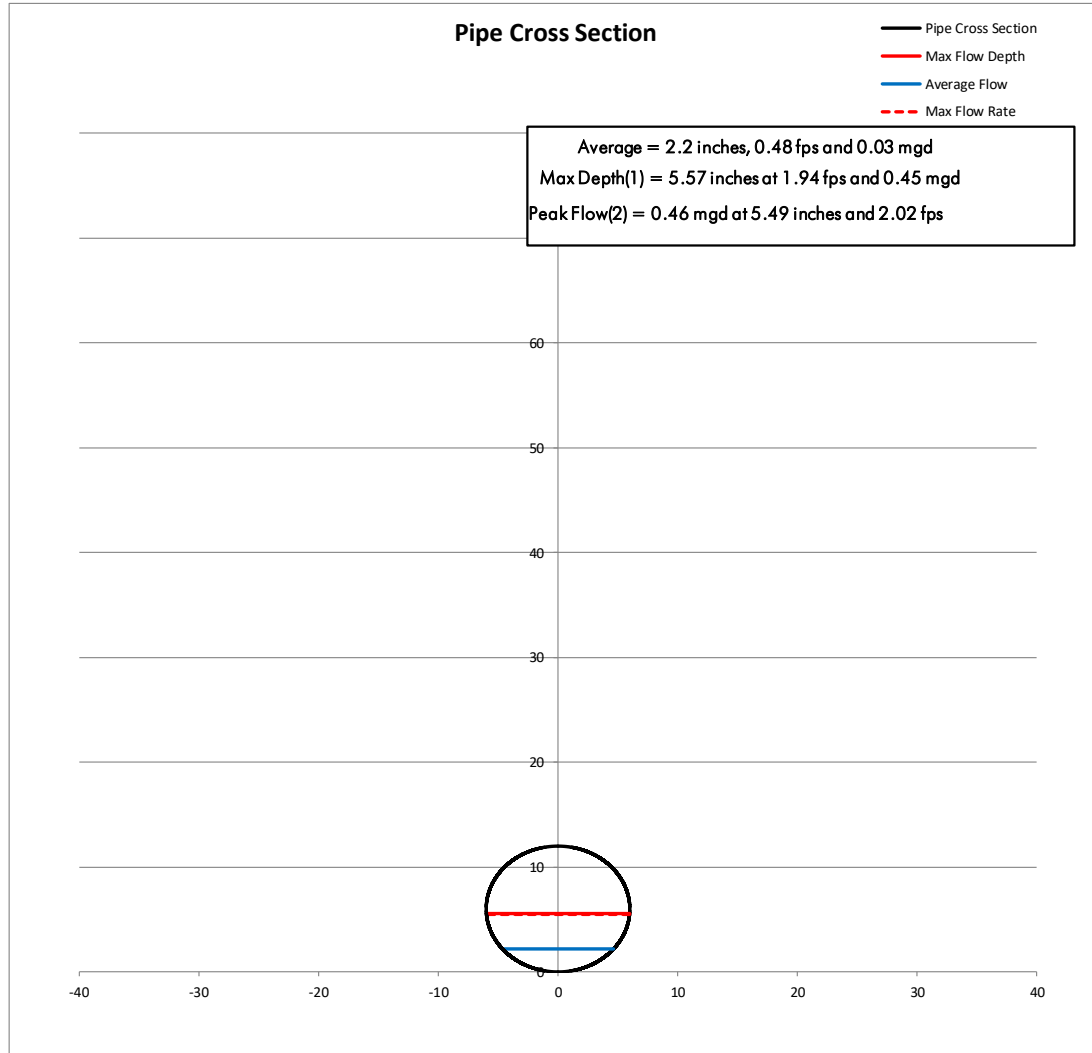
SITE INFORMATION RECORD

**Site Information**

Meter ID #:	13B
Monitoring Program:	Short-Term FM
Manhole #:	009-007

**Sewer Information**

Pipe Shape	Circle
Pipe Height, H (in):	12
Pipe Width, W (in):	12
Manning Roughness Coefficient, n:	0.013
As-Built Pipe Slope, S (ft/ft):	0.0015 ASSUMEDI



Site ID Number	Date	Diameter (in.)	Time	Level (in.) After Cleaning			Velocity (fps) After Cleaning			
				Manual	Meter	Diff	Manual	Meter	Diff.	
Site 13B	Install/Download	12								
	10/26/2021		12:15	2.00	2.10	0.10	0.50	0.43	-0.07	
	11/8/2021		11:08	2.00	2.20	0.20	0.50	0.53	0.03	
	11/30/2021		10:58	2.00	2.05	0.05	0.50	0.56	0.06	

Figure 206 – October Flow Hydrograph (Site 13B)

**SITE 13B HYDROGRAPH  
(MH 009-007) 12"**

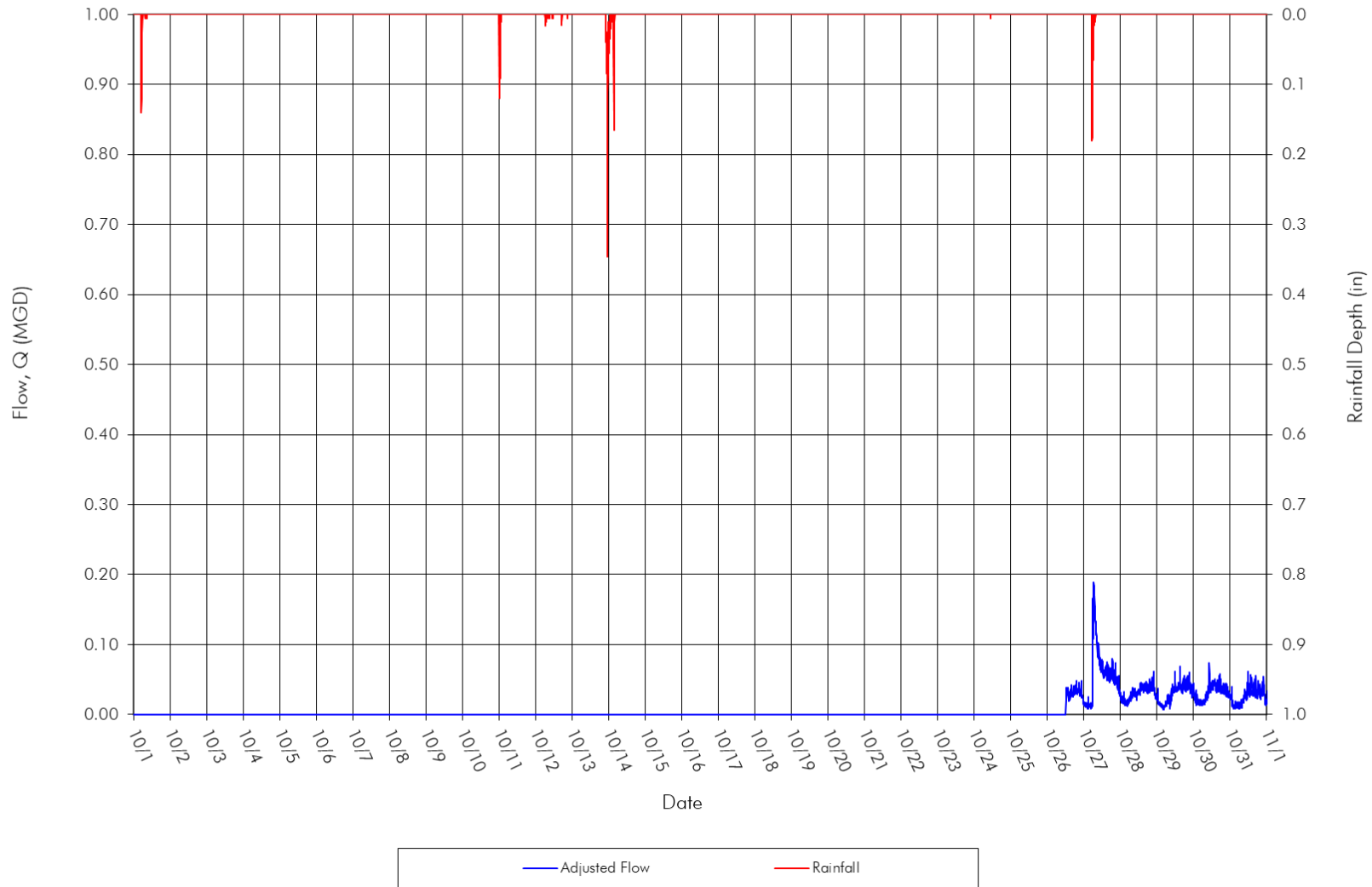


Figure 207 – October Monthly Level and Velocity Hydrograph (Site 13B)

SITE 13B LEVEL & VELOCITY

(MH O09-007) 12"

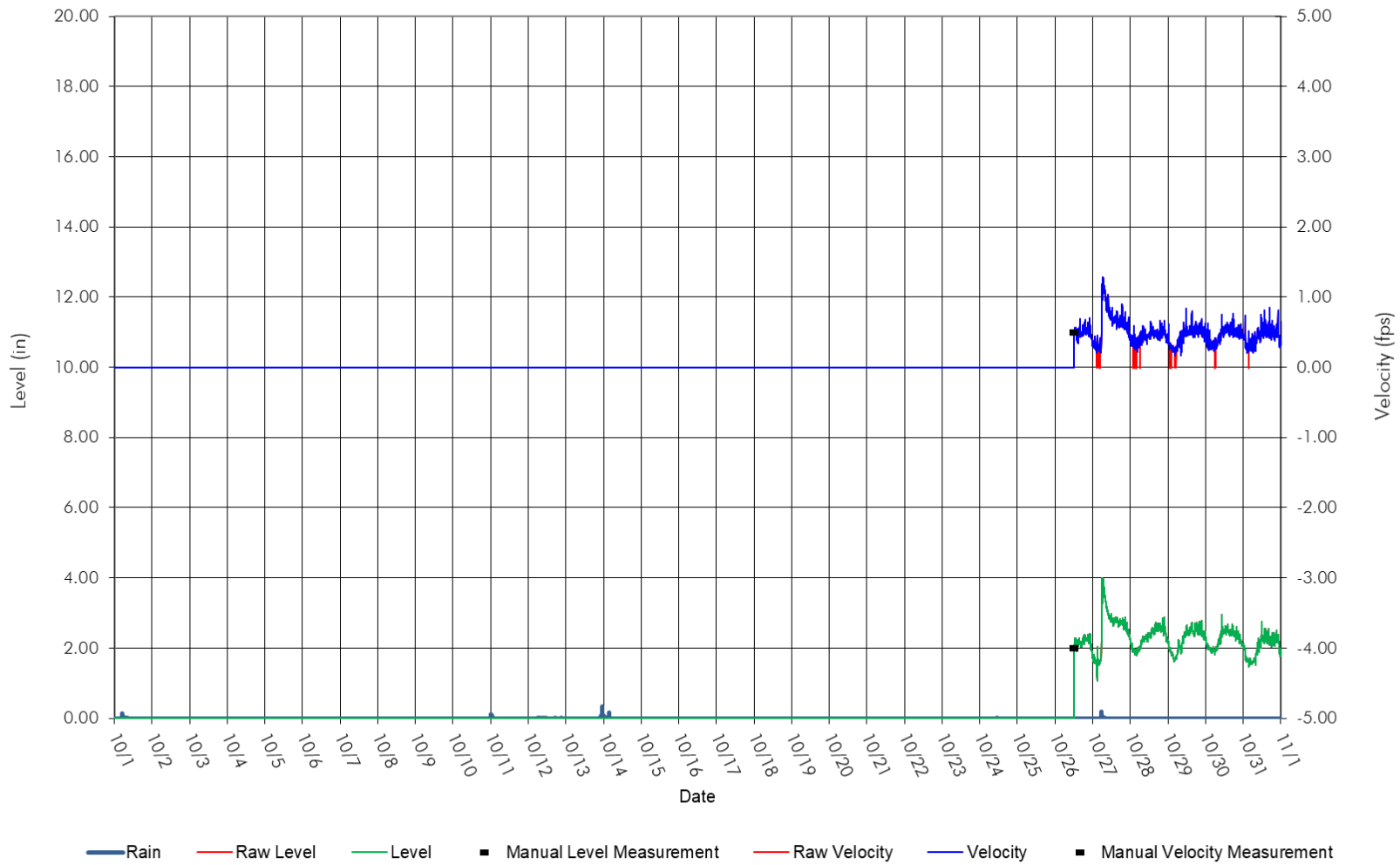




Figure 208 – November Monthly Flow Hydrograph (Site 13B)

**SITE 13B HYDROGRAPH**  
**(MH 009-007) 12"**

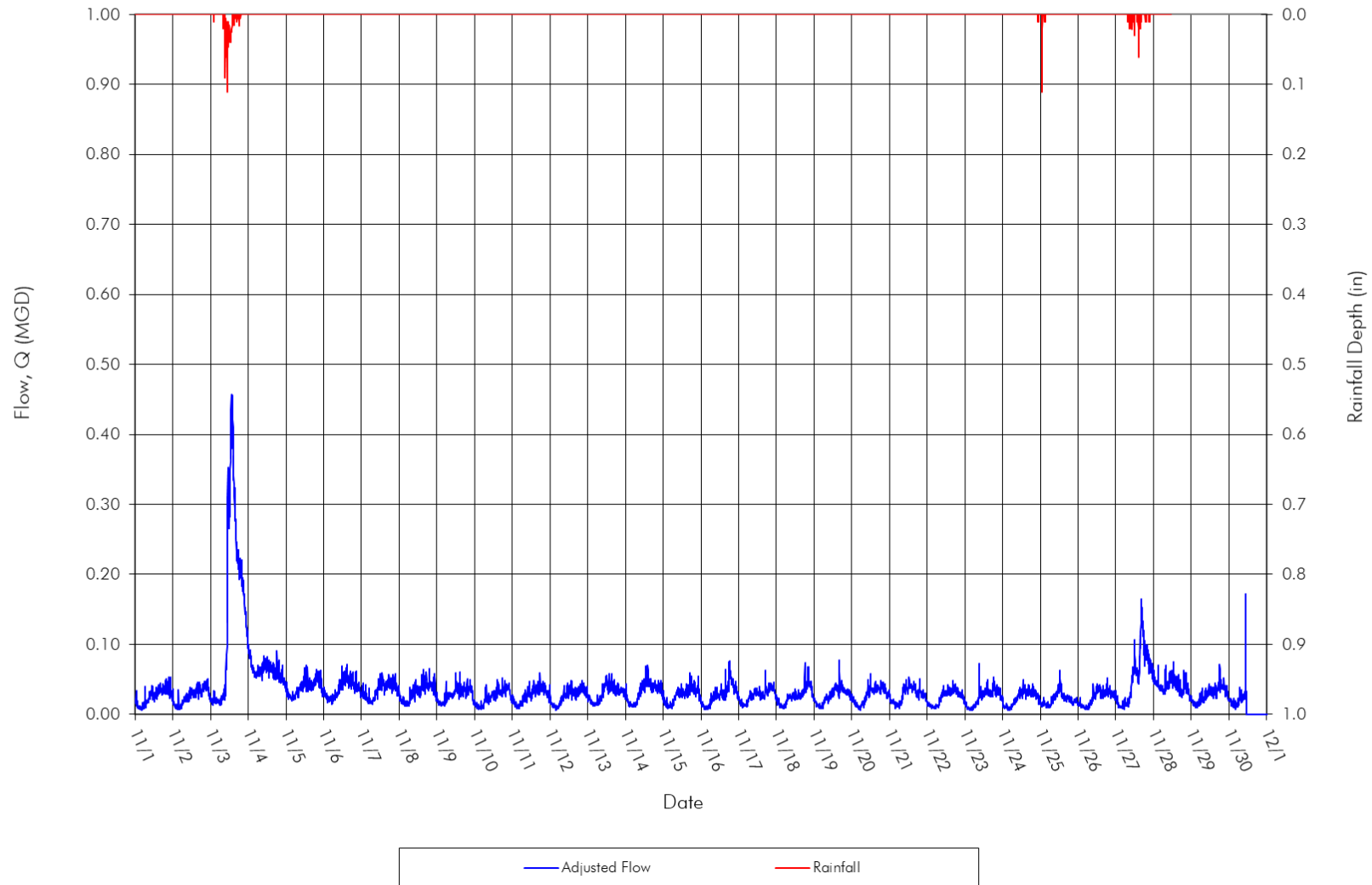


Figure 209 – November Level and Velocity Hydrograph (Site 13B)

SITE 13B LEVEL & VELOCITY  
(MH 009-007) 12"

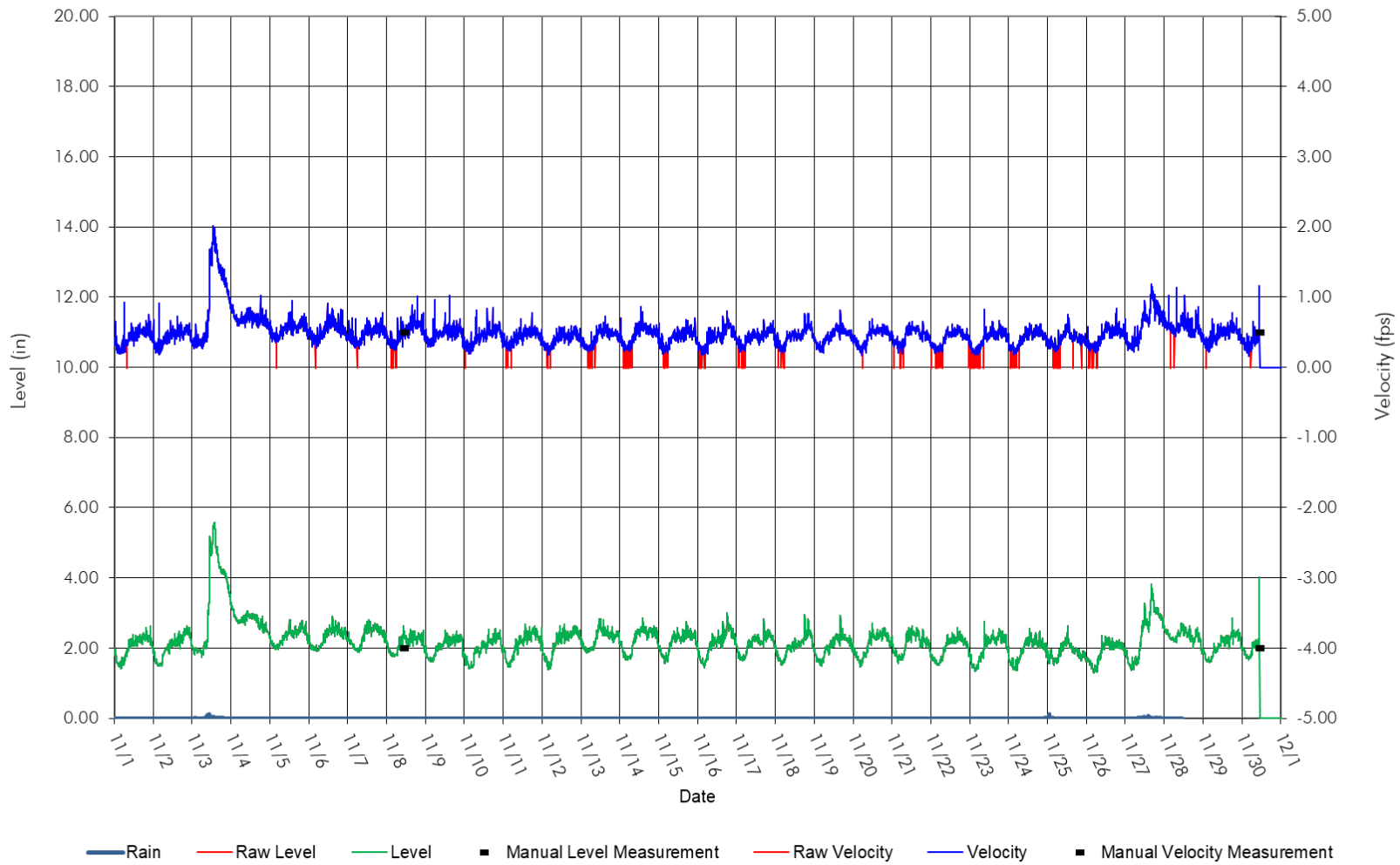


Figure 210 – Overall Flow Hydrograph (Site 13B)

SITE 13B HYDROGRAPH  
(MH 009-007) 12"

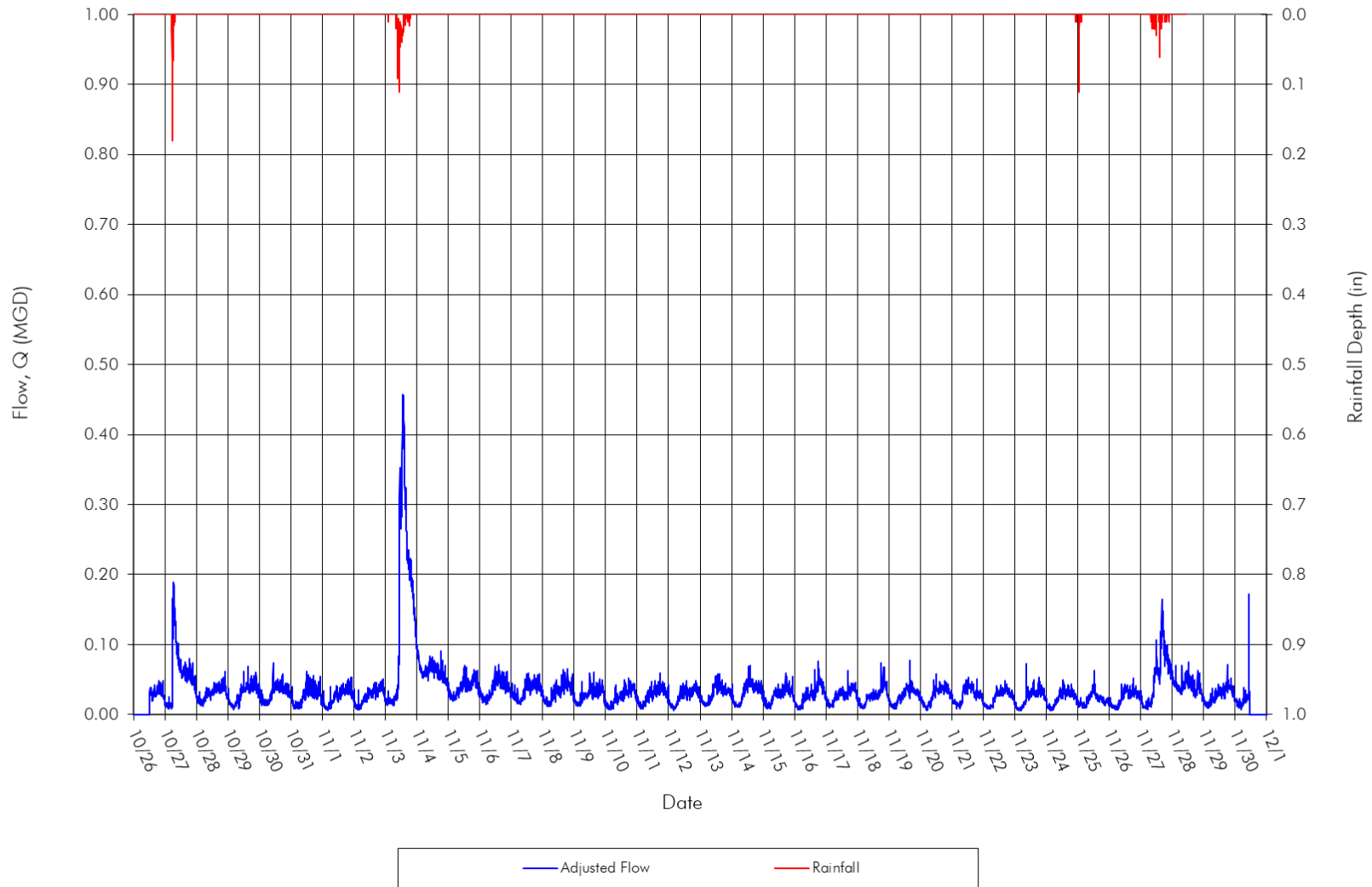


Figure 211 – Overall Level and Velocity Hydrograph (Site 13B)

SITE 13B LEVEL & VELOCITY

(MH O09-007) 12"

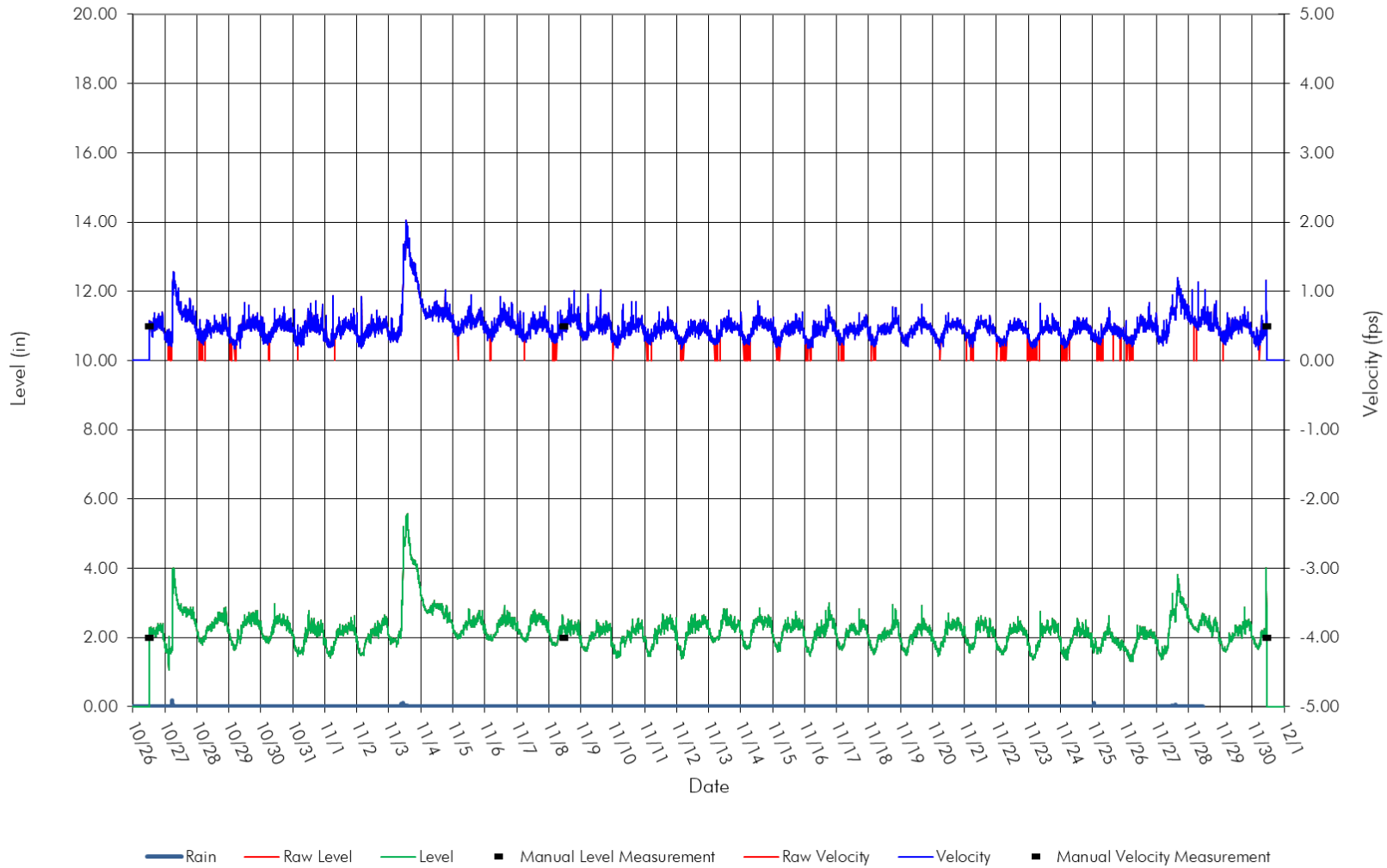
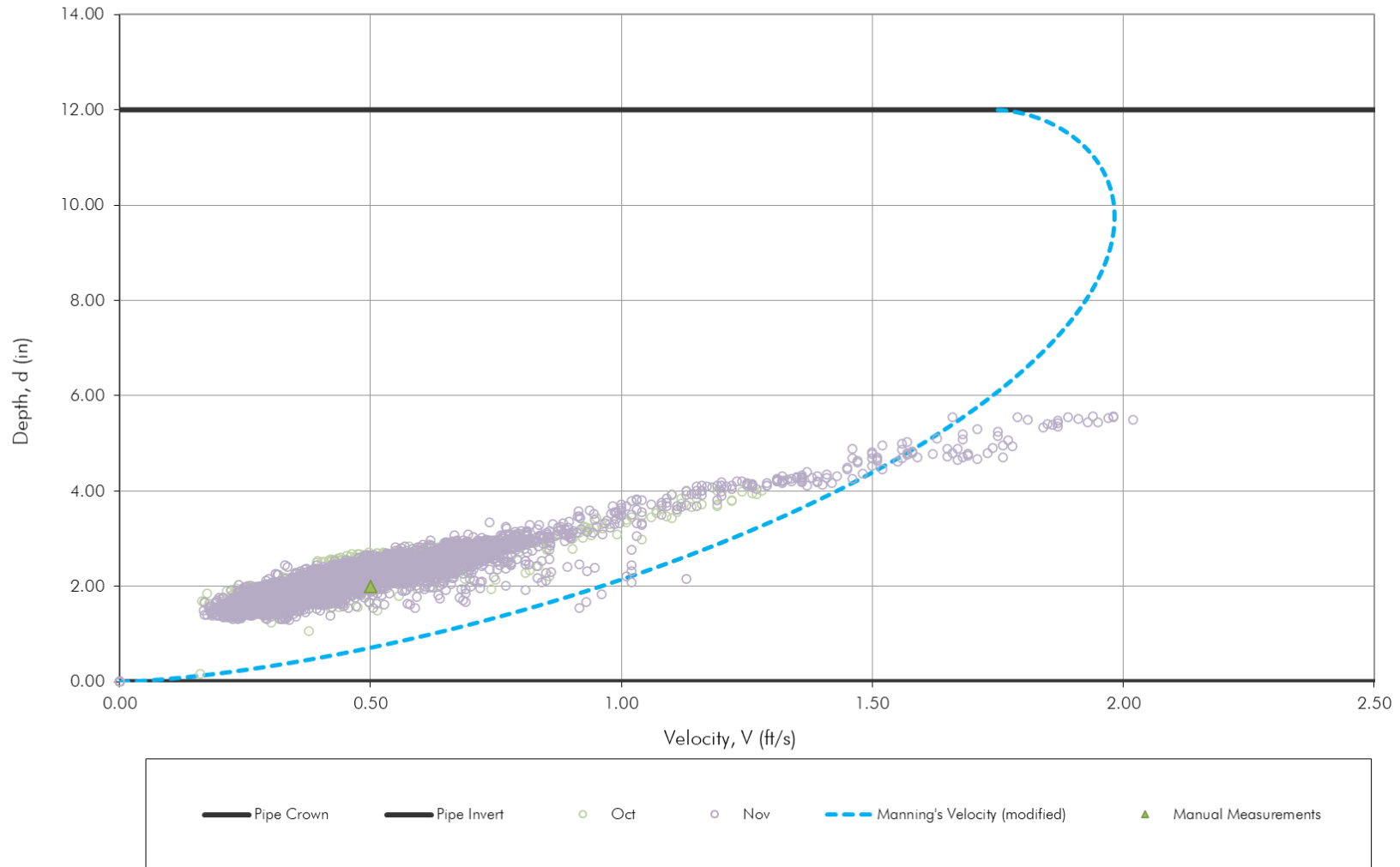


Figure 212 – Standard Flow Scattergraph (Site 13B)

SITE 13B SCATTERGRAPH

(MH 009-007) 12"



**Figure 213 – ADDF and Infiltration Summary (Site 13B)**

AVERAGE DAILY DRY WEATHER FLOW, WASTEWATER PRODUCTION, AND INFILTRATION							
Project Name: City of Manor Flow Monitoring Fall 2021							
Project No: 14925		Units of Flow: MGD					
Subsystem: 13B							
Meter: 13B							
(1) DW/LG Date	(2) Day	(3) Avg. Dry Weather (ADDF) Flow	(4) Peak Hourly Dry Weather Flow	(5) Diurnal Peaking Factor	(6) DW/LG Lowest 3-Hour Flow	(7) DW/HG Date	(8) DW/HG Lowest 3-Hour Flow
14-Nov-21	Sun	0.031	0.052	1.660	0.013	28-Nov-21	0.030
15-Nov-21	Mon	0.027	0.040	1.480	0.012		
16-Nov-21	Tue	0.027	0.062	2.274	0.010		
17-Nov-21	Wed	0.027	0.040	1.473	0.013		
18-Nov-21	Thu	0.027	0.056	2.074	0.011	04-Nov-21	0.048
19-Nov-21	Fri	0.026	0.043	1.618	0.011	05-Nov-21	0.024
20-Nov-21	Sat	0.027	0.043	1.576	0.010		
<b>7 Count</b>		<b>0.028 Average</b>	<b>0.048 Average</b>	<b>1.736 Average</b>	<b>0.011 Average</b>	<b>3 Count</b>	<b>0.034 Average</b>

Notes:

DW/LG = Dry Weather/Low Groundwater

DW/HG = Dry Weather/High Groundwater

<b>Summary:</b>	Wastewater Production (WWP):	<b>0.028</b> (Assume = ADDF or enter value)
	Avg. Dry Weather Flow (ADDF):	<b>0.028</b>
	Diurnal Peaking Factor (DPF):	<b>1.736</b>
	Dry Weather Infiltration (DWI):	<b>0.000</b> (ADDF - WWP)
	Wet Weather Infiltration Increase (WWI):	<b>0.023</b> (DW/HG - DW/LG)
	Total Infiltration (TI):	<b>0.023</b> (WWI + DWI, DWI > 0)
	Large User Flow	<b>0.000</b>
	Distributed Flow (ADDF - Large User)	<b>0.028</b>

Figure 214 – Dry Weather Diurnal (Site 13B)

DIURNAL CURVES  
Meter ID #: 13B

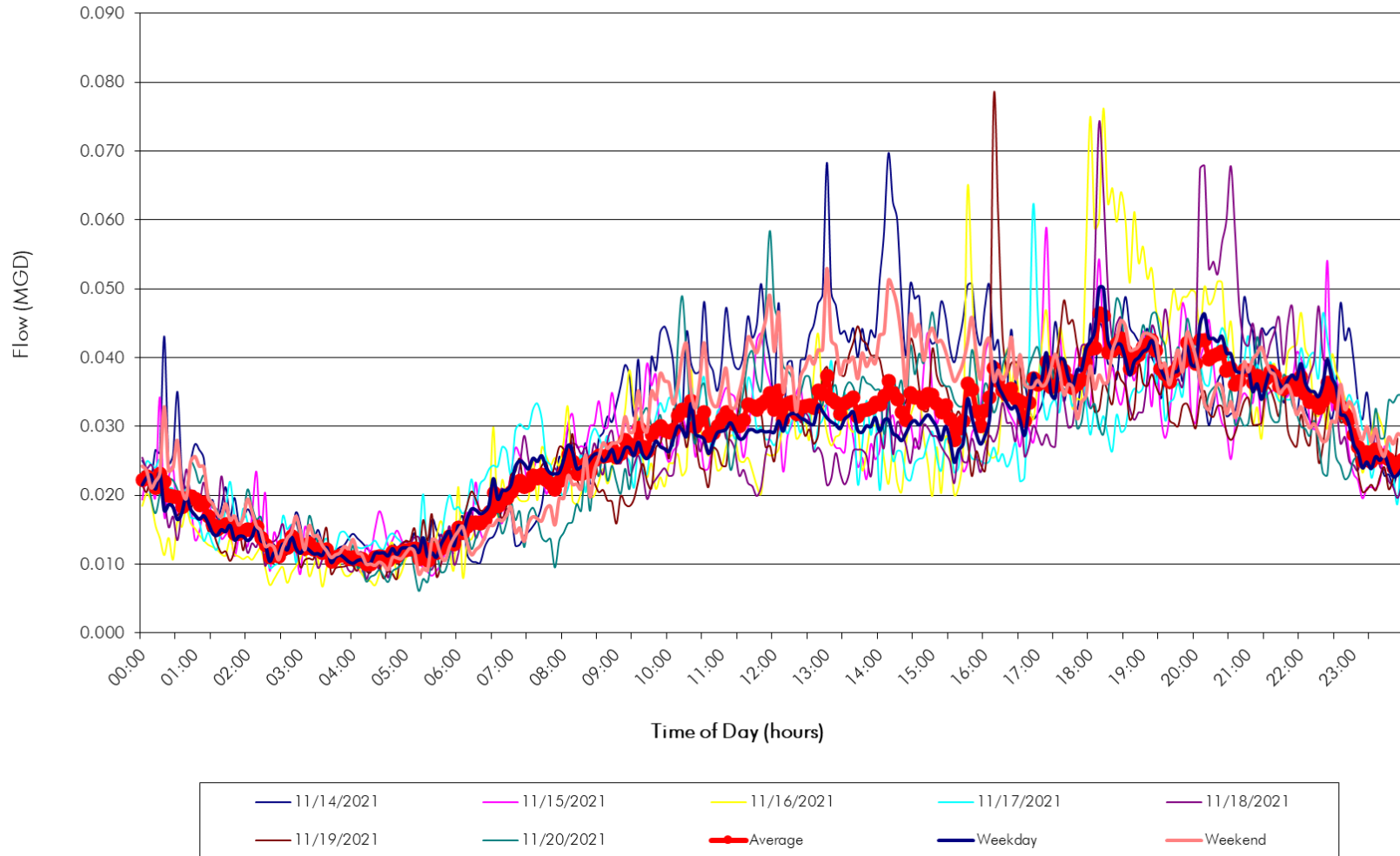


Figure 215 – High/Low Groundwater Diurnal (Site 13B)

DRY WEATHER/HIGH GROUNDWATER VS.  
DRY WEATHER/LOW GROUNDWATER  
Meter ID #:13B

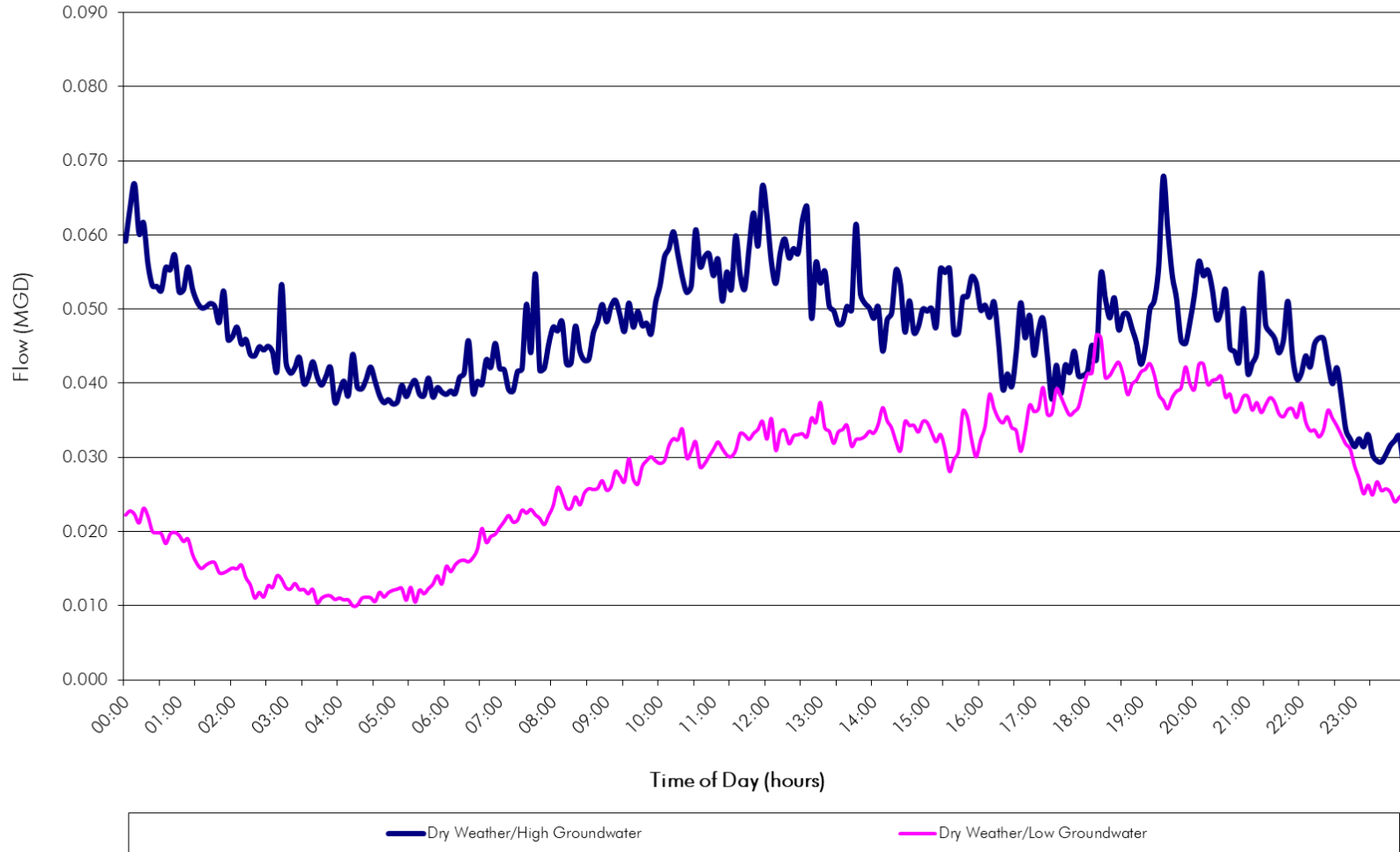
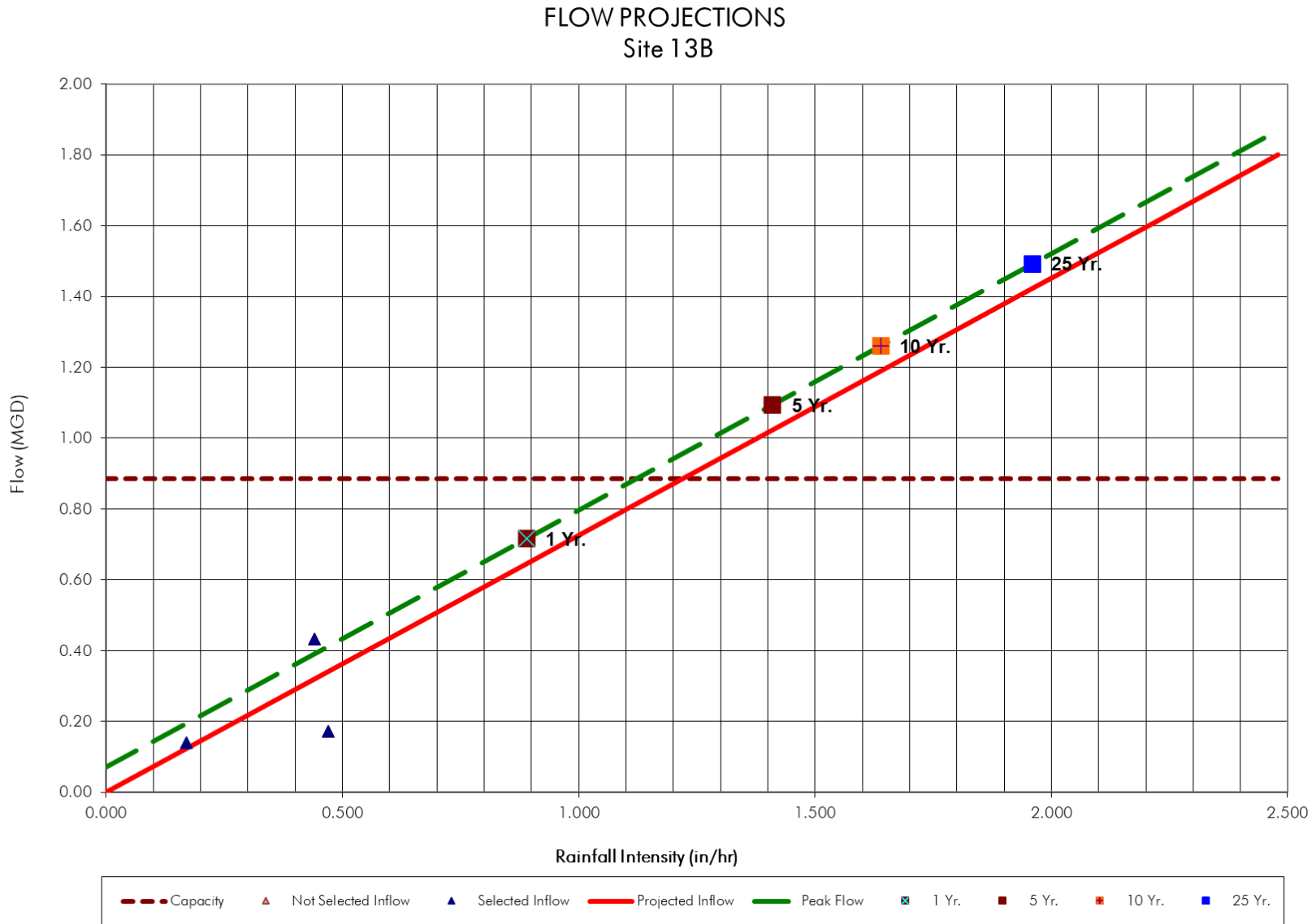




Table 60 – Inflow Calculations and Projections (Site 13B)

INFLOW CALCULATIONS AND PROJECTIONS																																																															
Project Name: City of Manor Flow Monitoring Fall 2021																																																															
Project No.: 14925																																																															
Subsystem: 13B																																																															
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Units of Flow: MGD																																																															
<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Storm Count: 7</td> <td style="width: 30%;">Cum. Trib. Area: 100 acres</td> <td style="width: 30%;">Pipe Shape: Circular</td> </tr> <tr> <td>Avg Delta Time: 110</td> <td>Cum. Time of Conc.: 105 minutes</td> <td>Pipe Diameter: 12 in</td> </tr> <tr> <td>Avg Kp: 0.01123</td> <td></td> <td>Pipe Slope: 0.001 ft/ft</td> </tr> <tr> <td>Avg Selected Kp: 0.01123</td> <td></td> <td>Pipe Capacity: 0.89 mgd</td> </tr> <tr> <td></td> <td></td> <td>ADDF Cum.: 0.028 mgd</td> </tr> <tr> <td></td> <td></td> <td>ADDF Peak Factor: 1.74</td> </tr> <tr> <td></td> <td></td> <td>Peak ADDF Flow: 0.048 mgd</td> </tr> <tr> <td></td> <td></td> <td>Infiltration: 0.023 mgd</td> </tr> <tr> <td></td> <td></td> <td>Cum. Peak Flow: 0.071 mgd</td> </tr> <tr> <td></td> <td></td> <td>Manning's Coefficient, n: 0.013</td> </tr> </table>																			Storm Count: 7	Cum. Trib. Area: 100 acres	Pipe Shape: Circular	Avg Delta Time: 110	Cum. Time of Conc.: 105 minutes	Pipe Diameter: 12 in	Avg Kp: 0.01123		Pipe Slope: 0.001 ft/ft	Avg Selected Kp: 0.01123		Pipe Capacity: 0.89 mgd			ADDF Cum.: 0.028 mgd			ADDF Peak Factor: 1.74			Peak ADDF Flow: 0.048 mgd			Infiltration: 0.023 mgd			Cum. Peak Flow: 0.071 mgd			Manning's Coefficient, n: 0.013															
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(1) Storm Name	(2) Total Rainfall (in.)	(3) Length of Storm (hrs)	(4) Time Qp	(5) Time ip	(6) Delta Time (min)	(7) Peak Flow Rate (mgd)	(8) WWP+Infiltr. Date	(9) WWP+Infiltr (mgd)	(10) Peak Inflow Rate (mgd)	(11) Rain i In/hr	(12) Kp	(13) Use? Y/N	(14) Selected *Kp*	(15) Time from Qp to 1/2 Inflow (hrs)	(16) *Kv*	(17) Selected *Kv*	(18) Calc. Inflow Vol. mg	(19) Note																																													
9/28/21 21:00	1.65	7.92																Meter was located at Site 13																																													
10/1/21 4:55	0.73	3.67																Meter was located at Site 13																																													
10/11/21 0:05	0.49	1.25																Meter was located at Site 13																																													
10/13/21 21:55	3.15	6.00																Meter was located at Site 13																																													
10/27/21 5:15	0.89	2.42	10/27/21 6:35	10/27/21 5:25	70	0.190	10/26/21	0.018	0.172	0.470	0.00565	y	0.00565																																																		
11/3/21 2:10	1.89	16.83	11/3/21 13:10	11/3/21 10:35	155	0.457	11/02/21	0.024	0.433	0.440	0.01523	y	0.01523																																																		
11/27/21 7:45	0.70	13.92	11/27/21 16:10	11/27/21 14:25	105	0.165	11/26/21	0.024	0.141	0.170	0.01280	y	0.01280																																																		

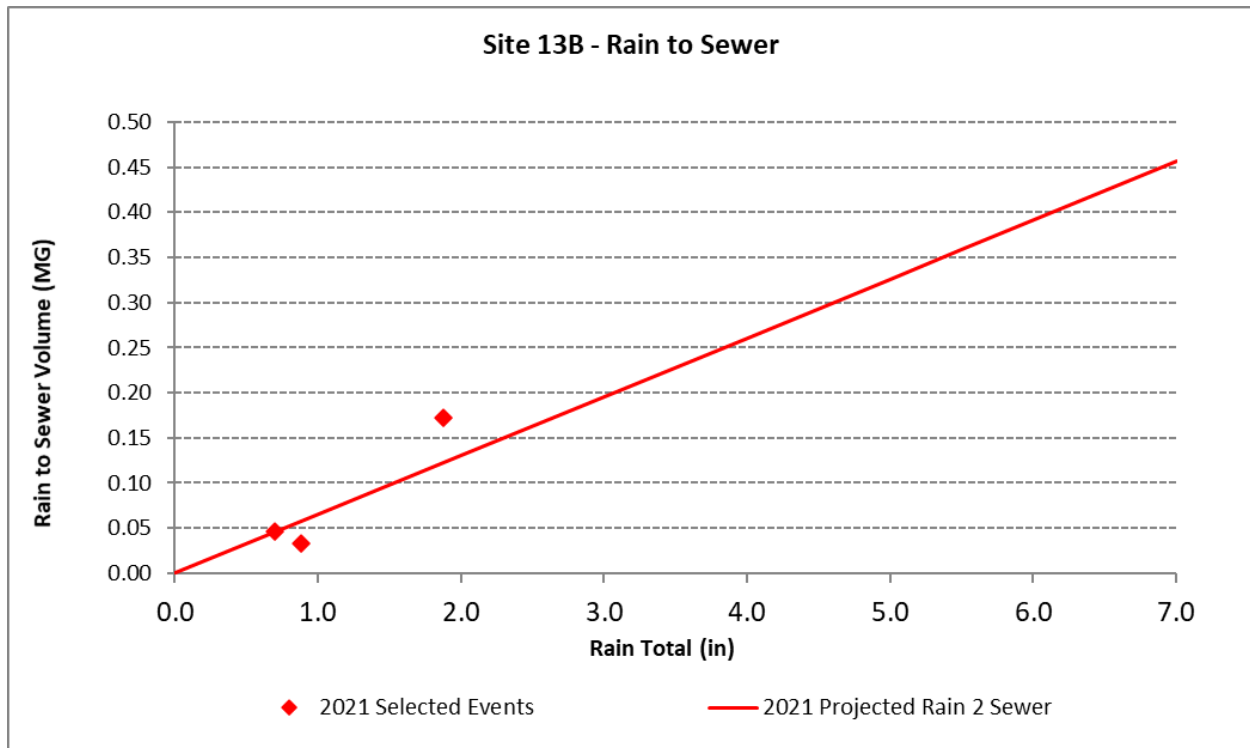
Figure 216 – Inflow Projections (Site 13B)



**Table 61 – Rain to Sewer Summary (Site 13B)**

Meter Site	Storm Date	Storm Rain Depth (in)	Rain Volume (MG)	Storm I&I Volume (MG)	Rain to Sewer (%)
Site 13B (12")	10/27/2021	0.89	2.403	0.033	1.39%
	11/3/2021	1.88	5.091	0.172	3.39%
	11/27/2021	0.70	1.901	0.046	2.42%
	<b>Average</b>				<b>2.40%</b>

**Figure 217 – Rain to Sewer Volumetric Analysis (Site 13B)**





**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** April 6, 2022  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Development Services

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**AGENDA ITEM DESCRIPTION:**

Conduct a public hearing on proposed assessments to be levied against the assessable property with Improvement Area #1 of the Lagos Public Improvement District, pursuant to the provisions of Chapter 372 of the Texas Local Government Code to pay costs for certain improvements that will confer a special benefit to Improvement Area #1 of the District.

**BACKGROUND/SUMMARY:**

The developer is requesting that the City move forward with levying assessments while the bond closing is delayed due to construction of homes already underway within the PID.

**LEGAL REVIEW:** Yes

**FISCAL IMPACT:**

**PRESENTATION:**

**ATTACHMENTS:** Yes

- Ordinance Levying Assessments in Improvement Area#1

**STAFF RECOMMENDATION:**

It is the city staff recommendation that the City Council conduct the public hearing.

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

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## ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF MANOR MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN IMPROVEMENT AREA #1 OF THE LAGOS PUBLIC IMPROVEMENT DISTRICT; PROVIDING FOR THE METHOD OF ASSESSMENT OF SPECIAL ASSESSMENTS AGAINST PROPERTY IN IMPROVEMENT AREA #1 OF THE DISTRICT; APPROVING AN ASSESSMENT ROLL FOR IMPROVEMENT AREA #1 OF THE DISTRICT; LEVYING ASSESSMENTS AGAINST PROPERTY WITHIN IMPROVEMENT AREA #1 OF THE DISTRICT; PROVIDING FOR PAYMENT OF THE ASSESSMENTS; PROVIDING FOR PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; ESTABLISHING A LIEN ON PROPERTY WITHIN IMPROVEMENT AREA #1 OF THE DISTRICT; APPROVING AN AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN; APPROVING A LANDOWNER AGREEMENT; PROVIDING FOR RELATED MATTERS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR SEVERABILITY**

**WHEREAS**, 706 Investment Partnership, Ltd. and 706 Development Corporation, in accordance with Chapter 372 of the Texas Local Government Code (the “PID Act”), filed a petition (the “Petition”) with the City Secretary on January 31, 2019 requesting that the City authorize the Lagos Public Improvement District (the “District”) to be created within the City limits; and

**WHEREAS**, the Petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then-current ad valorem tax rolls of the Travis Central Appraisal District and the signatures of property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the District; and

**WHEREAS**, after providing the notices required by the PID Act and by Chapter 551 of the Texas Government Code, (the “Open Meetings Act”), the City Council conducted a public hearing on March 20, 2019, to hear evidence and make findings as to the advisability of the improvements to be constructed for the benefit of the District (the “Authorized Improvements”); the nature of the Authorized Improvements; the estimated cost of the Authorized Improvements, including the administrative costs of establishing and operating the District (the “Actual Costs”); the boundaries of the District; the apportionment of the Actual Costs to be assessed against property in the District, and between the District and the municipality; and the method of assessment; and

**WHEREAS**, on March 20, 2019, after the closing of the public hearing, the City Council adopted Resolution No. 2019-02 which authorizes the District, and which includes the City Council’s findings as to the advisability of the Authorized Improvements; and

**WHEREAS**, on March 29, 2019, the City published notice of its authorization of the District in the *Manor Community News*, a newspaper of general circulation in the City and no written protests of the District were filed by any owners of record of property within the District within 20 days after March 29, 2019; and

**WHEREAS**, on October 2, 2019, by Ordinance No. 556, the City Council approved a Service and Assessment Plan (the “Original Service and Assessment Plan”) for the District and levied assessments within the District for the costs of certain public improvements as authorized by the Act;

**WHEREAS**, the City Council desires to levy an additional assessment in the Improvement Area #1 of the District to finance the costs of the Authorized Improvements constructed for the benefit of Improvement Area #1 of the District (“Improvement Area #1 Improvements”); and

**WHEREAS**, the City Council, on March 16, 2022, adopted Resolution No. 2022-05, directing the filing of the Improvement Area #1 Assessment Roll, a copy of which is included as an appendix to the attached *Exhibit A* and is incorporated herein, making the Improvement Area #1 Assessment Roll available for public inspection, and approving the notice published on March 18, 2022 in the *Manor Journal* of a public hearing to be conducted on April 6, 2022 to consider the proposed assessments to be levied against property located in Improvement Area #1 of the District (the “Assessments”), and also mailed notice of the same hearing to the Landowners (as defined herein); and

**WHEREAS**, the City Council conducted said hearing at the City Council meeting on April 6, 2022, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or to contest the Improvement Area #1 Assessment Roll, and each proposed assessment, and to offer testimony pertinent to any issue presented on the amount of the Assessment, the apportionment of the costs of the Improvement Area #1 Improvements, the purpose of the Assessment, the special benefits accruing to the property within Improvement Area #1 of the District due to the Authorized Improvements, and the penalties and interest of annual installments and on delinquent annual installments of the Assessment; and

**WHEREAS**, there were no written objections or evidence submitted to the City Secretary either before or at the hearing in opposition to the 2022 Amended and Restated Service and Assessment Plan, the apportionment of the costs of the Improvement Area #1 Improvements, the Improvement Area #1 Assessment Roll, or the levy of the Assessments; and

**WHEREAS**, the apportionment of the Actual Costs to be assessed against the property in Improvement Area #1 of the District, as reflected in the Improvement Area #1 Assessment Roll and in the service and assessment plan, a copy of which is attached hereto as *Exhibit A* and is incorporated herein (the attached amended and restated service and assessment plan, the “2022 Amended and Restated Service and Assessment Plan” and as updated, amended and supplemented from time to time, the “Service and Assessment Plan”), is fair and reasonable and is made on the basis of special benefits accruing to each parcel because of the Improvement Area #1 Improvements, and results in the imposing of equal shares of the Actual Costs on property that is

similarly benefitted, and the apportionment of the Actual Costs between the City and the area to be assessed is based on reasonable classifications and formulas; and

**WHEREAS**, the Service and Assessment Plan, which has been amended from the Original Service and Assessment Plan, and as updated on December 18, 2019, June 17, 2020, and August 18, 2021, covers a period of at least five years, defines the District’s annual indebtedness and projected Actual Costs, and states provisions relating to due and delinquency dates for the Assessments, interest on Annual Installments, and procedures in connection with the imposition and collection of the Assessments; and

**WHEREAS**, the owners of 100% of the privately-owned and taxable property located within Improvement Area #1 of the District, and who are persons to be assessed pursuant to this Ordinance, have presented to the City Council for consideration at its meeting on April 6, 2022, a landowner agreement (the “Landowner Agreement”), in which said owners acknowledge, accept, and approve of, without reservation, the Service and Assessment Plan, Improvement Area #1 Assessment Roll, this Ordinance, and the levy of the Assessments against their property located within Improvement Area #1 of the District, and agree to pay the Assessments when due and payable; and

**WHEREAS**, the City Council finds and determines that the Improvement Area #1 Assessment Roll, and the Service and Assessment Plan in a form substantially similar to the attached *Exhibit A*, should be approved and that the Assessments should be levied as provided in this Ordinance and the Service and Assessment Plan and approves the form, terms and provisions of the Landowner Agreement.

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

**Section 1. Findings.** The findings and recitations set out in this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

**Section 2. Public Hearing.** The action of the City Council holding and closing the public hearing in these proceedings is hereby ratified and confirmed.

**Section 3. Terms.** Terms not otherwise defined herein are defined in the Service and Assessment Plan substantially in the form attached hereto as *Exhibit A* (Service and Assessment Plan).

**Section 4. Service and Assessment Plan.** The Service and Assessment Plan is hereby approved as the service and assessment plan for the District in substantially the form attached to this Ordinance and the Mayor, the Mayor Pro Tem, the Finance Director, and the City Manager are hereby authorized to make such non-substantive changes to the Service and Assessment Plan as may be required to give full effect to this Ordinance and to the Service and Assessment Plan attached hereto.

**Section 5. Assessment Roll.** The Improvement Area #1 Assessment Roll, attached as Exhibit I to the Service and Assessment Plan, is hereby approved as the Improvement Area #1 Assessment Roll of the District.

**Section 6. Levy and Payment of Assessments for Actual Costs of Improvement Area #1 Project.**

(a) The City Council hereby levies an assessment on each tract of property located within Improvement Area #1 of the District, except for the Non-Benefited Property, as shown and described on the Service and Assessment Plan and the Improvement Area #1 Assessment Roll, in the respective amounts shown on the Improvement Area #1 Assessment Roll. There is further levied and assessed against each tract of property located within Improvement Area #1 of the District, except for the Non-Benefited Property, additional annual assessments for the Annual Collection Costs and the Additional Interest, as described in the Service and Assessment Plan, which shall be part of the Assessment and the Annual Installment. The amount of the Annual Installment shall be reviewed and determined annually by the City Council following the City Council’s annual review of the Service and Assessment Plan for the District. Pursuant to Section 372.015(d), the amount of assessment for each property owner may be adjusted following the annual review of the Service and Assessment Plan.

(b) The levy of the Assessments related to the District shall be effective on the date of execution of this Ordinance levying assessments and strictly in accordance with the terms of the Service and Assessment Plan.

(c) The collection of the Assessments shall be as described in the Service and Assessment Plan.

(d) Each Assessment may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Assessment may be paid in advance in any amount as provided in subsection 372.018(f) of the PID Act and Section VI.E of the Service and Assessment Plan.

(f) Each Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.

(g) Each Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.

(h) The Annual Installments for Assessed Properties shall be calculated pursuant to the terms of the Service and Assessment Plan.

**Section 7. Method of Assessment.** The method of apportioning the Actual Costs is set forth in the Service and Assessment Plan.

**Section 8. Penalties and Interest on Delinquent Assessments.** Delinquent Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Service



and Assessment Plan. The Assessments shall have lien priority as specified in the PID Act and the Service and Assessment Plan.

**Section 9. Landowner Agreement.** The Landowner Agreement that is by and between the City, 706 Investment Partnership, Ltd. (the “Project Owner”), Ashton Austin Residential, L.L.C. and Pulte Homes of Texas, L.P. (together, the “Builder”), and Peter A. Dwyer, individually (Project Owner, Builder, and Peter A. Dwyer collectively, the “Landowners”) is hereby authorized and approved in the substantially final form attached hereto as **Exhibit B** and incorporated herein as a part hereof for all purposes and the Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute and deliver such Landowner Agreement with such changes as may be required to carry out the purposes of this Ordinance. The Mayor’s or Mayor Pro Tem’s signature on the Landowner Agreement may be attested by the City Secretary.

**Section 10. Lien Property.** (a) As provided in the Landowner Agreement, the City Council and the Landowner intend for the obligations, covenants and burdens on the Assessed Property that is owned by the Landowner, including without limitation such Landowner’s obligations related to payment of the Assessments and the Annual Installments, to constitute a covenant running with the land. As stated in the Landowner Agreement and in this ordinance, the Assessments and the Annual Installments levied by this ordinance shall be binding upon the Landowner, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. Assessments shall have lien priority as specified in the PID Act and the Service and Assessment Plan.

(b) The Assessments and Annual Installments levied and assessed against the property within Improvement Area #1 of the District as provided in this Ordinance and the Service and Assessment Plan, together with reasonable attorney’s fees and costs of collection, if incurred, are hereby declared to be and are made a lien upon each tract of property within Improvement Area #1 of the District against which the same are levied and assessed, and a personal liability and charge against the real and true owners of each such tract, including the successors and assigns, whether such owners be named herein or not, and said liens shall be and constitute the first enforceable lien and claim against the lot on which such assessments are levied, and shall be a first and paramount lien thereon, superior to all other liens and claims except state, county, school district and City ad valorem taxes.

**Section 11. Appointment of Administrator and Collector of Assessments.** (a) P3Works, LLC is hereby appointed and designated as the initial Administrator of the Service and Assessment Plan and of Assessments levied by this Ordinance. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator’s fees, charges and expenses for providing such service shall constitute an Annual Collection Cost.

(b) The Finance Director of the City or her designee is hereby appointed as the temporary collector of the Assessments. The Finance Director or her designee shall serve in such capacity until such time as the City shall arrange for the collection duties to be performed by the Travis County Tax Office or any other qualified collection agent selected by the City.

**Section 12. Applicability of Tax Code.** To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code governing enforcement of ad valorem tax liens shall be applicable to the imposition and collection of Assessments by the City, and the Texas Tax Code shall otherwise be applicable to the extent provided by the PID Act.

**Section 13. Severability.** If any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**Section 14. Filing in Land Records.** The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and the Assessment Rolls, to be recorded in the real property records of Travis County by no later than the seventh day after the City Council passes and approves this Ordinance. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council by no later than the seventh day after the City Council adopts each Annual Service Plan Update.

**Section 15. Effective Date.** This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the PID Act, and it is accordingly so ordained.

**Section 16. Open Meetings.** It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

*[The remainder of this page intentionally left blank.]*

**PASSED AND APPROVED** on this 6<sup>th</sup> day of April, 2022.

ATTEST:

**THE CITY OF MANOR, TEXAS**

\_\_\_\_\_  
Lluvia T. Almaraz, City Secretary

\_\_\_\_\_  
Dr. Christopher Harvey, Mayor

[CITY SEAL]

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

THIS INSTRUMENT is acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 2022, by Dr. Christopher Harvey, as Mayor of the City of Manor, Texas and attested to by Lluvia T. Almaraz, City Secretary of the City of Manor, Texas, on behalf of the City.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public Signature

After Recording Return to:  
City of Manor  
Attn: City Secretary  
105 E. Eggleston Street  
Manor, Texas 78653

**EXHIBIT A**

**SERVICE AND ASSESSMENT PLAN FOR THE  
LAGOS PUBLIC IMPROVEMENT DISTRICT**

# Lagos Public Improvement District

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AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

APRIL 6, 2022



AUSTIN, TX | NORTH RICHLAND HILLS, TX

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## INTRODUCTION

Capitalized terms used in this 2022 Amended and Restated Service and Assessment Plan shall have the meanings given to them in Section I unless otherwise defined in this 2022 Amended and Restated Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a “Section” or an “Exhibit” shall be a reference to a Section of this 2022 Amended and Restated Service and Assessment Plan or an Exhibit attached to and made a part of this 2022 Amended and Restated Service and Assessment Plan for all purposes.

On March 20, 2019, the City passed and approved a resolution authorizing the creation of the District in accordance with the PID Act, which authorization was effective upon publication as required by the PID Act. The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 173 acres located within the City, as described by metes and bounds on **Exhibit A** and depicted on **Exhibit C**.

On October 2, 2019, the City Council approved Ordinance No. 556 authorizing the levy of Assessments on Major Improvement Area Assessed Property.

On December 18, 2019, the City Council approved the 2019 Annual Service Plan Update by approving Ordinance No. 563 for the purpose of issuing PID Bonds and updating the Assessment Roll.

On June 17, 2020, the City Council approved the 2020 Annual Service Plan Update which also updated the Assessment Roll for 2020.

On August 18, 2021, the City Council approved the 2021 Annual Service Plan Update which also updated the Assessment Roll for 2021.

On April 6, 2022, the City Council approved this 2022 Amended and Restated Service and Assessment Plan which also updated the Assessment Roll for 2022.

Pursuant to the PID Act, a service and assessment plan must be reviewed and updated at least annually. This document is the 2022 Amended and Restated Service and Assessment Plan which serves to amend and restate the 2019 Service and Assessment Plan in its entirety for the purposes of (1) levying Improvement Area #1 Assessments, and (2) updating the Assessment Rolls.

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City. The Assessment against each Assessed Property must be sufficient to pay the share of the Actual Costs apportioned to the Assessed Property and cannot exceed the special benefit conferred on the Assessed Property by the Authorized



Improvements. The Major Improvement Area Assessment Roll is contained in **Exhibit H**. The Improvement Area #1 Assessment Roll is contained in **Exhibit I**.

The PID Act requires a service plan covering a period of at least five years and defining the annual indebtedness and projected cost of the Authorized Improvements. The Service Plan is contained in **Section IV**.

The PID Act requires that the Service Plan include an assessment plan that assesses the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements. The Assessment Plan is contained in **Section V**.

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## SECTION I: DEFINITIONS

**“2019 Service and Assessment Plan”** means the 2019 Service and Assessment Plan passed and approved by City Council on October 2, 2019 by Ordinance No. 556.

**“2022 Amended and Restated Service and Assessment Plan”** means this 2022 Amended and Restated Service and Assessment Plan as amended.

**“Actual Costs”** means, with respect to Authorized Improvements, the actual costs paid or incurred by or on behalf of the Landowner: (1) to plan, design, acquire, construct, install, and dedicate such improvements to the City; (2) to prepare plans, specifications (including bid packages), contracts, and as-built drawings; (3) to obtain zoning, licenses, plan approvals, permits, inspections, and other governmental approvals; (4) for third-party professional consulting services including but not limited to, engineering, surveying, geotechnical, land planning, architectural, landscaping, legal, accounting, and appraisals; (5) of labor, materials, equipment, fixtures, payment and performance bonds and other construction security, and insurance premiums; and (6) to implement, administer, and manage the above-described activities. Actual Costs shall not include general contractor’s fees in an amount that exceeds a percentage equal to the percentage of work completed or construction management fees in an amount that exceeds an amount equal to the construction management fee amortized in approximately equal monthly installments over the term of the applicable construction management contract. Amounts expended for costs described in subsections (3), (4), and (6) above shall be excluded from the amount upon which the general contractor and construction management fees are calculated.

**“Additional Interest”** means the amount collected by application of the Additional Interest Rate.

**“Additional Interest Rate”** means the 0.50% additional interest charged on Assessments securing PID Bonds, if issued, pursuant to Section 372.018 of the PID Act. The Additional Interest Rate is not charged on Assessments securing the Improvement Area #1 Reimbursement Obligation.

**“Administrator”** means the City or the person or firm designated by the City who shall have the responsibility provided in this 2022 Amended and Restated Service and Assessment Plan, an Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District.

**“Annual Collection Costs”** means the actual or budgeted costs and expenses for: (1) the Administrator and City staff; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (5) issuing, paying, and redeeming PID Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with

this 2022 Amended and Restated Service and Assessment Plan and the PID Act with respect to the administration of a reimbursement agreement and the issuance and sale of PID Bonds, if issued, including continuing disclosure requirements; and (8) the paying agent/registrar and Trustee in connection with PID Bonds, if issued, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

**“Annual Installment”** means the annual installment payment of an Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest, if applicable.

**“Annual Service Plan Update”** means an update to the 2022 Amended and Restated Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

**“Assessed Property”** means any Parcel against which an Assessment is levied.

**“Assessment”** means an assessment levied against a Parcel and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on an Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act.

**“Assessment Ordinance”** means an ordinance adopted by the City Council in accordance with the PID Act that levies an Assessment.

**“Assessment Plan”** means the methodology employed to assess the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements, more specifically described in **Section V**.

**“Assessment Roll”** means the Assessment Roll for the Assessed Property, as updated, modified or amended from time to time in accordance with the procedures set forth herein, and in the PID Act, including any Annual Service Plan Updates. The Major Improvement Area Assessment Roll is shown on **Exhibit H** and the Improvement Area #1 Assessment Roll is shown on **Exhibit I**.

**“Authorized Improvements”** means improvements authorized by Section 372.003 of the PID Act, including Major Improvements, Improvement Area #1 Improvements, and Bond Issuance Costs, as described in **Section III**.

**“Bond Issuance Costs”** means the costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, capitalized interest, reserve fund requirements, first year Annual Collection Costs, underwriter discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

**“City”** means the City of Manor, Texas.

**“City Council”** means the governing body of the City.

**“County”** means Travis County, Texas.

**“Delinquent Collection Costs”** means, for a Parcel, interest, penalties, and other costs and expenses authorized by the PID Act that directly or indirectly relate to the collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this 2022 Amended and Restated Service and Assessment Plan, including costs and expenses to foreclose liens.

**“District”** means this Lagos Public Improvement District containing approximately 173 acres located within the City and shown on **Exhibit C** and more specifically described in **Exhibit A**.

**“Estimated Buildout Value”** means the estimated value of an Assessed Property after completion of the vertical improvements (e.g. house, office building, etc.), and shall be determined by the Administrator and confirmed by the City Council by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other information that may impact value.

**“Improvement Area #1”** means approximately 120.582 acres located within the District, as shown on **Exhibit D** and more specifically described in **Exhibit B**.

**“Improvement Area #1 Annual Installment”** means the annual installment payment of the Improvement Area #1 Assessment as calculated by the Administrator and approved by the City Council that includes: (1) principal, (2) interest, and (3) Annual Collection Costs.

**“Improvement Area #1 Assessed Property”** means any Parcel within Improvement Area #1 against which an Improvement Area #1 Assessment is levied.

**“Improvement Area #1 Assessment”** means an Assessment levied against the Improvement Area #1 Assessed Property for Improvement Area #1 Improvements and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #1 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

**“Improvement Area #1 Assessment Roll”** means the Assessment Roll for the Improvement Area #1 Assessed Property and included in this 2022 Amended and Restated Service and Assessment Plan as **Exhibit I**, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

**“Improvement Area #1 Bonds”** means PID Bonds secured by Improvement Area #1 Assessments that are used to refund all or a part of the Improvement Area #1 Reimbursement Obligation, if such bonds are issued.

**“Improvement Area #1 Bond Additional Proceeds”** means an amount equal to the lesser of: 1) \$152,000, or 2) the Actual Cost paid by the Landowner to construct drainage improvements unrelated to the PID in downtown Manor, as determined by the City.

**“Improvement Area #1 Improvements”** mean the public improvements authorized the PID Act that provide a special benefit to Improvement Area #1 Assessed Property, as depicted on **Exhibit O**.

**“Improvement Area #1 Reimbursement Agreement”** means that certain Lagos Reimbursement Agreement between \_\_\_\_\_, and City of Manor, Texas, dated \_\_\_\_\_, 2022.

**“Improvement Area #1 Reimbursement Obligation”** means an amount not to exceed \$6,734,000 payable from Improvement Area #1 Assessments to be paid to the Landowner pursuant to the Improvement Area #1 Reimbursement Agreement, but excluding any payments from the net proceeds of PID Bonds.

**“Improvement Area #1 Remainder Parcel”** means all of the area within Improvement Area #1, SAVE AND EXCEPT all Parcels shown on the Phase 2 Plat. Until a plat has been recorded on every Parcel within the Improvement Area #1 Remainder Parcel, the Improvement Area #1 Annual Installment will be allocated to each Parcel within the Improvement Area #1 Remainder Parcel based on the Travis Central Appraisal District acreage for billing purposes only.

**“Indenture”** means an Indenture of Trust entered into in connection with the issuance of PID Bonds, as amended or supplemented from time to time, between the City and a Trustee setting forth terms and conditions related to PID Bonds.

**“Landowner”** means, collectively, 706 Investment Partnership, Ltd., a Texas limited partnership, 706 Development Corporation, a Texas corporation, Pulte Homes of Texas, L.P., a Texas limited partnership, Ashton Austin Residential, LLC, a Texas limited liability company, and Peter A. Dwyer, individually, and any successor and assigns.

**“Lot”** means (1) for any portion of the District for which a subdivision plat has been recorded in the official public records of the County, a tract of land described as a “lot” in such subdivision plat, and (2) for any portion of the District for which a subdivision plat has not been recorded in the official public records of the County, a tract of land anticipated to be described as a “lot” in a final recorded subdivision plat.

**“Lot Type”** means a classification of final building Lots with similar characteristics (e.g. commercial, light industrial, multi-family, single-family residential, etc.), as determined by the Administrator and confirmed and approved by the City Council. In the case of single-family residential Lots, the Lot Type shall be further defined by classifying the residential Lots by the Estimated Buildout Value of the Lot as determined by the Administrator and confirmed and approved by the City Council.

**“Lot Type 1”** means a Lot in the Phase 1 Plat marketed or sold to homebuilders as a 50’ Lot. The buyer disclosure for Lot Type 1 Lots is attached as **Exhibit U-1**.

**“Lot Type 2”** means a Lot in the Phase 1 Plat marketed or sold to homebuilders as a 60’ Lot. The buyer disclosure for Lot Type 2 Lots is attached as **Exhibit U-2**.

**“Lot Type 3”** means a Lot in the Phase 1 Plat marketed or sold to homebuilders as a “Village Cluster” Lot. The buyer disclosure for Lot Type 3 Lots is attached as **Exhibit U-3**.

**“Lot Type 4”** means a Lot in the Phase 1 Commercial marketed or sold for commercial uses. The buyer disclosure for Lot Type 4 Lots is attached as **Exhibit U-4**.

**“Lot Type 5”** means a Lot in Improvement Area #1 marketed or sold to homebuilders as a 50’ Lot. The buyer disclosure for Lot Type 5 Lots is attached as **Exhibit U-5**.

**“Lot Type 6”** means that certain Parcel identified as Lot 13, Block F in the Phase 2 Plat. The buyer disclosure for the Lot Type 6 Lot is attached as **Exhibit U-6**.

**“Major Improvement Area”** means all of the Parcels within the District, as shown on **Exhibit C** and more specifically described in **Exhibit A**. The Major Improvement Area consists of Phase 1 and Improvement Area #1.

**“Major Improvement Area Annual Installment”** means the annual installment payment of the Major Improvement Area Assessment as calculated by the Administrator and approved by the City Council that includes: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest.

**“Major Improvement Area Assessed Property”** means any Parcel within the Major Improvement Area against which a Major Improvement Area Assessment is levied.

**“Major Improvement Area Assessment”** means an Assessment levied against the Major Improvement Area Assessed Property and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Major Improvement Area Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

**“Major Improvement Area Assessment Roll”** means the Assessment Roll for the Major Improvement Area Assessed Property and included in this 2022 Amended and Restated Service and Assessment Plan as **Exhibit H**, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

**“Major Improvement Area Bonds”** mean those certain “City of Manor, Texas, Special Assessment Revenue Bonds, Series 2020 (Lagos Public Improvement District Major Improvement Area Project)”.

**“Major Improvements”** mean the public improvements authorized the PID Act that provide a special benefit to all of the Major Improvement Area Assessed Property.

**“Maximum Assessment”** means for each Lot Type, an Assessment equal to the lesser of (1) the amount calculated pursuant to **Section VI.A**, or (2) the amount shown on **Exhibit M**.

**“Non-Benefited Property”** means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements. Property is identified as Non-Benefited Property at the time the Assessments (1) are levied or (2) are reallocated pursuant to a subdivision of a Parcel that receives no benefit.

**“Parcel(s)”** means a property, within the District, identified by either a tax map identification number assigned by the Travis Central Appraisal District for real property tax purposes, by metes and bounds description, or by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means determined by the City.

**“Phase 1”** means all Parcels within the Phase 1 Plat and the Phase 1 Commercial.

**“Phase 1 Commercial”** means the 4.120 acres of commercial area described by metes and bounds in **Exhibit R**.

**“Phase 1 Plat”** means the “Lagos Phase 1 Final Plat” recorded in the official public records of Travis County on March 16, 2018, attached hereto as **Exhibit S-1**.

**“Phase 2 Plat”** means the “Lagos Phase 2 Final Plat” recorded in the official public records of Travis County on May 25, 2021, attached hereto as **Exhibit S-2**.

**“PID Act”** means Chapter 372, Texas Local Government Code, as amended.

**“PID Bonds”** mean bonds issued by the City to finance the Actual Costs of the Authorized Improvements including the Major Improvement Area Bonds.

**“Prepayment”** means the payment of all or a portion of an Assessment before the due date thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Annual Installment of the Assessment.

**“Prepayment Costs”** mean interest and Annual Collection Costs incurred up to the date of Prepayment.

**“Service Plan”** means the plan that defines the annual indebtedness and projected costs of the Authorized Improvements, and covers a period of at least five years, more specifically described in **Section IV**.

**“Trustee”** means a trustee (or successor trustee) under the applicable Indenture.



## SECTION II: THE DISTRICT

The District includes approximately 173.212 contiguous acres located within the corporate limits of the City, as more particularly described by metes and bounds on **Exhibit A** and depicted on **Exhibit C**. The Major Improvement Area includes all the Parcels within the District, including Phase 1, and Improvement Area #1, and is anticipated to be developed as 497 single-family residential units, 124 Village Cluster residential units, and 170,269 square feet of commercial use.

Improvement Area #1 consists of approximately 120.582 acres in the District, as more particularly described by metes and bounds on **Exhibit B** and depicted on **Exhibit D**. Improvement Area #1 is anticipated to be developed as 379 single-family residential units, 30 Village Cluster residential units, and 113,856 square feet of commercial use.

## SECTION III: AUTHORIZED IMPROVEMENTS

The City Council, based on information provided by the Landowner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the Authorized Improvements confer a special benefit on the Assessed Property. The budget for the Authorized Improvements is shown on **Exhibit E**. A map depicting the Major Improvements is shown on **Exhibit N**, and map depicting the Improvement Area #1 Improvements is shown on **Exhibit O**. All Major Improvements and Improvement Area #1 Improvements will be constructed to City standards and will be owned by the City after completion.

### A. Major Improvements

- *Amenity Pond*  
Includes one gazebo, trailhead monument, 3,000 LF lake trail system, site landscaping, site sod and revegetation, irrigation, fishing points, habitat for waterfowl, and picnic spots.
- *Murchison Street*  
Includes entry landscape improvements, lighting allowance, water, wastewater, storm water management, erosion control/clearing/rough cut, pavement and appurtenances and miscellaneous items.
- *Lapoynor Street*  
Includes entry landscape improvements, lighting allowance, water, wastewater, storm water management, erosion control/clearing/rough cut, pavement and appurtenances and miscellaneous items.

- *S. San Marcos Street*  
Includes entry landscape improvements, lighting allowance, water, wastewater, storm water management, erosion control/clearing/rough cut, pavement and appurtenances and miscellaneous items.
- *Lagos Grandes Way*  
Includes entry landscape improvements, lighting allowance, water, wastewater, storm water management, erosion control/clearing/rough cut, pavement and appurtenances and miscellaneous items.
- *FM 973*  
Includes sidewalks and striping improvements.
- *Brenham Street*  
Includes paving associated with turn lanes.
- *Soft Costs*  
Include engineering services; development fees including design, and other professional services, and a construction management fee of 4% of hard cost; and performance and payment bonds.

#### **B. Improvement Area #1 Improvements**

- *Roadway*  
Includes costs associated with subgrade stabilization, concrete and reinforcing steel for roadways, testing, sidewalks, accessibility ramps, earthwork, erosion control, retaining walls, intersections, signage, and re-vegetation of all disturbed areas within the right-of-way. The street improvements will provide street access to each Lot within Improvement Area #1.
- *Water*  
Includes costs associated with trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, and erosion control all necessary appurtenances required to provide water service. The water improvements will provide water service to each Lot within Improvement Area #1.
- *Wastewater*  
Includes costs associated with trench excavation and embedment, trench safety, PVC piping, manholes, service connection, testing, related earthwork, and erosion control all necessary appurtenances required to provide wastewater service. The wastewater improvements will provide wastewater service to each Lot within Improvement Area #1.

- *Storm Drain*

Includes earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, and erosion control necessary to provide storm drainage. The drainage improvements will provide drainage service to each Lot within Improvement Area #1.

- *Soft Costs*

Include engineering services; development fees including design, and other professional services, and a construction management fee of 4% of hard cost; and performance and payment bonds.

### **C. Bond Issuance Costs**

- *Debt Service Reserve Fund*

Equals the amount required to fund a reserve under an applicable Indenture. This amount may be updated or revised if additional PID Bonds are issued.

- *Capitalized Interest*

Equals the amount of capitalized interest available for payment of interest on PID Bonds as reflected in an applicable Indenture. This amount may be updated or revised if additional PID Bonds are issued.

- *Underwriter's Discount*

Equals a percentage of the par amount of a particular series of PID Bonds and includes a fee for underwriter's counsel. This amount may be updated or revised if additional PID Bonds are issued.

- *Cost of Issuance*

Costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, County costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds. This amount may be updated or revised if additional PID Bonds are issued.

## **SECTION IV: SERVICE PLAN**

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan must

be reviewed and updated, at least annually, and approved by the City Council. **Exhibit F** summarizes the Service Plan for the District.

**Exhibit G** summarizes the sources and uses of funds required to construct the Authorized Improvements. The sources and uses of funds shown on **Exhibit G** shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and Actual Costs.

## SECTION V: ASSESSMENT PLAN

The PID Act allows the City Council to apportion the costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City Council, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City Council that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance reasonable classifications and formulas for the apportionment of the cost between the municipality or the City and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Landowner and all future owners and developers of the Assessed Property.

### **A. Assessment Methodology**

The City Council, acting in its legislative capacity based on information provided by the Landowner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that:

- The Major Improvements were allocated to the Major Improvement Area Assessed Property in the 2019 Service and Assessment Plan pro rata based on Estimated Buildout Value of each Parcel at the time the Major Improvement Area Assessments were levied, as shown on **Exhibit L-1**. **Exhibit L-2** shows the allocation of the Major Improvement Area Assessments between Assessed Property in Improvement Area #1. The outstanding Major Improvement Area Assessments for all Major Improvement Area Assessed property are shown on **Exhibit H**, and
- The Improvement Area #1 Improvements shall be allocated pro rata based on Estimated Buildout Value of each Parcel at the time the Improvement Area #1 Assessments are

levied, as shown on **Exhibit L-2**. The outstanding Improvement Area #1 Assessments for all Improvement Area #1 Assessed property are shown on **Exhibit I**.

## **B. Assessments**

Major Improvement Area Assessments are levied on the Major Improvement Area Assessed Property as shown on the Major Improvement Area Assessment Roll, attached hereto as **Exhibit H**. The projected Major Improvement Area Annual Installments are shown on **Exhibit J**.

Improvement Area #1 Assessments are levied on the Improvement Area #1 Assessed Property as shown on the Improvement Area #1 Assessment Roll, attached hereto as **Exhibit I**. The projected Improvement Area #1 Annual Installments are shown on **Exhibit K**.

## **C. Findings of Special Benefit**

The City Council, acting in its legislative capacity based on information provided by the Landowner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has found and determined:

- *Phase 1*
  1. The share of the Major Improvements and Bond Issuance Costs allocable to Phase 1 equals \$880,349, as shown on **Exhibit E**; and
  2. The Assessed Property within Phase 1 receives special benefit from the Authorized Improvements equal to or greater than the Actual Costs of the Authorized Improvements; and
  3. The Assessed Property within Phase 1 was allocated 27.60% of the Major Improvement Area Assessments in the 2019 Service and Assessment Plan, which equaled \$860,990, of which \$797,520 remains outstanding as shown on the Major Improvement Area Assessment Roll attached hereto as **Exhibit H**; and
  4. The special benefit ( $\geq$  \$880,349) received by the Phase 1 Assessed Property from the Authorized Improvements is equal to or greater than the amount of the Major Improvement Area Assessments (\$860,990) levied on the Phase 1 Assessed Property.
- *Improvement Area #1*
  1. Improvement Area #1's allocable share of the Authorized Improvements equals \$13,585,250, as shown on **Exhibit E**; and
  2. The Improvement Area #1 Assessed Property receives special benefit from the Authorized Improvements equal to or greater than the Actual Costs of the Authorized Improvements; and

3. The Improvement Area #1 Assessed Property was allocated 72.40% of the Major Improvement Area Assessments in the 2019 Service and Assessment Plan, which equaled \$2,259,010, of which \$2,092,480 remains outstanding as shown on the Major Improvement Area Assessment Roll attached hereto as **Exhibit H**; and
4. The Improvement Area #1 Assessed Property is allocated 100% of the Improvement Area #1 Assessments, which equal \$6,734,000, as shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit I**; and
5. The special benefit ( $\geq$  \$13,585,250) received by the Improvement Area #1 Assessed Property from the Authorized Improvements is equal to or greater than the combined amount of the Major Improvement Area Assessments (\$2,259,010) and the Improvement Area #1 Assessments (\$6,734,000) levied on the Improvement Area #1 Assessed Property.

#### **D. Annual Collection Costs**

The Annual Collection Costs shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Assessed Property. The Annual Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on Actual Costs incurred in Annual Service Plan Updates.

#### **E. Interest on Assessments**

The interest on the Improvement Area #1 Assessments is 4.50%, which is less than 2% above the Bond Buyer's 20 Bond Index rate of 2.53% as of March 8, 2022. The interest on the Major Improvement Area Assessments is equal to the interest rate of the Major Improvement Area Bonds.

The interest rate on Assessments levied on the Assessed Property may exceed the interest rate on the PID Bonds by the Additional Interest Rate. Interest at the rate of the PID Bonds and the Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture. Additional Interest is not charged on Assessments securing the Improvement Area #1 Reimbursement Obligation.

## SECTION VI: TERMS OF THE ASSESSMENTS

### A. Reallocation of Assessments

#### 1. Upon Division Prior to Recording of Subdivision Plat

Upon the division of any Assessed Property (without the recording of subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

C = the Estimated Buildout Value of the newly divided Assessed Property

D = the sum of the Estimated Buildout Value for all of the newly divided Assessed Properties

The calculation of the Estimated Buildout Value of an Assessed Property shall be performed by the Administrator based on information from the Landowner, homebuilders, market studies, appraisals, official public records of the County, and any other relevant information regarding the Assessed Property. The calculation as confirmed by the City Council shall be conclusive.

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this 2022 Amended and Restated Service and Assessment Plan approved by the City Council.

#### 2. Upon Subdivision by a Recorded Subdivision Plat

Upon the subdivision of any Assessed Property based on a recorded subdivision plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots based on Estimated Buildout Value according to the following formula:

$$A = [B \times (C \div D)]/E$$

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot

B = the Assessment for the Parcel prior to subdivision

C = the sum of the Estimated Buildout Value of all newly subdivided Lots with same Lot Type

D = the sum of the Estimated Buildout Value for all of the newly subdivided Lots excluding Non-Benefited Property

E = the number of Lots with same Lot Type

Prior to the recording of a subdivision plat, the Landowner shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat considering factors such as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, discussions with homebuilders, and any other factors that may impact value. The calculation of the Estimated Buildout Value for a Lot shall be performed by the Administrator and confirmed by the City Council based on information provided by the Landowner, homebuilders, third party consultants, and/or the official public records of the County regarding the Lot.

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this 2022 Amended and Restated Service and Assessment Plan approved by the City Council.

### *3. Upon Consolidation*

If two or more Lots or Parcels are consolidated, the Administrator shall allocate the Assessments against the Lots or Parcels before the consolidation to the consolidated Lot or Parcel, which allocation shall be approved by the City Council in the next Annual Service Plan Update.

## **B. True-Up of Assessments if Maximum Assessment Exceeded**

Prior to the approval of a final subdivision plat or issuance of a building permit for office, restaurant, or retail uses, the Administrator shall certify that the final plat will not cause the Assessment for any Lot Type to exceed the Maximum Assessment. If the subdivision of any Assessed Property by a final subdivision plat or issuance of a building permit causes the Assessment per Lot for any Lot Type to exceed the applicable Maximum Assessment for such Lot Type, the Landowner shall partially prepay the Assessment for each Assessed Property that exceeds the applicable Maximum Assessment for such Lot Type in an amount sufficient to reduce the Assessment to the applicable Maximum Assessment for such Lot Type. The City's approval of



a final subdivision plat or issuance of a building permit without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay such Assessments.

**C. True-Up of Improvement Area #1 Assessments Upon City Council  
Authorization of Improvement Area #1 Bonds**

At the time Improvement Area #1 Bonds are authorized by City Council, the Improvement Area #1 Assessments may be reduced so that the total equivalent tax rate of the Improvement Area #1 Assessments, taking into consideration the Major Improvement Area Assessments allocated to Improvement Area #1, does not exceed \$0.30 per \$100 of Estimated Buildout Value plus the additional equivalent tax rate necessary to increase the amount of Improvement Area #1 Bonds by the Improvement Area #1 Bond Additional Proceeds. The Estimated Buildout Values that shall be used to calculate the equivalent tax rate for Improvement Area #1 are shown on **Exhibit L-2** and shall not be changed in future Annual Service Plan Updates.

**D. Mandatory Prepayment of Assessments**

If Assessed Property is transferred to a person or entity that is exempt from payment of the Assessment, the owner transferring the Assessed Property shall pay to the Administrator the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the transfer. If the owner of the Assessed Property causes the Assessed Property to become Non-Benefited Property, the owner causing the change in status shall pay the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the change in status.

**E. Reduction of Assessments**

If as a result of cost savings or an Authorized Improvement not being constructed, the Actual Costs of completed Authorized Improvements are less than the Assessments, City Council, upon review and approval, shall reduce each Assessment on a pro-rata basis such that the sum of the resulting reduced Assessments for all Assessed Properties equals the reduced Actual Costs. Excess PID Bond proceeds shall be applied to redeem outstanding PID Bonds. The Major Improvement Area Assessments shall not, however, be reduced to an amount less than the outstanding Major Improvement Area Bonds. The Administrator shall update (and submit to the City Council for review and approval as part of the next Annual Service Plan Update) the Assessment Roll and corresponding Annual Installments to reflect the reduced Assessments.

**F. Prepayment of Assessments**

The owner of the Assessed Property may pay, at any time, all or any part of an Assessment in accordance with the PID Act. Interest costs from the date of prepayment to the date of redemption of the applicable PID Bonds, if any, may be paid from a reserve established under

the applicable Indenture. If an Annual Installment has been billed prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If an Assessment is paid in full, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced to zero and the Assessment Roll to be revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit to the City Council for review and approval as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate; and (4) the City shall provide the owner with a recordable "Notice of PID Assessment Termination," a form of which is attached hereto as **Exhibit P** and **Exhibit Q** for Phase 1 and Improvement Area #1, respectively.

If an Assessment is paid in part, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced and the Assessment Roll revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit to the City Council for review and approval as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment and corresponding Annual Installments shall be reduced to the extent of the prepayment made.

#### **G. Prepayment as a result of Eminent Domain Proceeding or Taking**

If any portion of any Parcel of Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a "**Taking**"), the portion of the Assessed Property that was taken or transferred (the "**Taken Property**") shall be reclassified as Non-Benefitted Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property), (the "**Remaining Property**") following the reclassification of the Taken Property as Non-Benefitted Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner will remain liable to pay in Annual Installments, or payable as otherwise provided by this 2022 Amended and Restated Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Annual Installments applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the Maximum Assessment, the owner will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed the Maximum Assessment, in which case the Assessment and Annual Installments applicable to the Remaining Property will be reduced by the amount of the partial Prepayment.

In all instances the Assessment remaining on the Remaining Property shall not exceed the Maximum Assessment.

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a \$100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefitted Property and the remaining 90 acres of Remaining Property shall be subject to the \$100 Assessment, (provided that this \$100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the \$100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment on the Remaining Property by \$10, then the owner shall be required to pay \$10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to be \$90 and the Annual Installments adjusted accordingly.

Notwithstanding the previous paragraphs in this subsection (G), if the owner notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value requirement, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment to the Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirement. The owner will remain liable to pay the Annual Installments on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this subsection (G), the Assessments shall not, however, be reduced to an amount less than the outstanding PID Bonds.

#### **H. Payment of Assessment in Annual Installments**

**Exhibit J** shows the projected Major Improvement Area Annual Installments and **Exhibit K** shows the Improvement Area #1 Annual Installments. Assessments that are not paid in full shall be due and payable in Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. Annual Collection Costs shall be allocated pro rata among Parcels for which the Assessments remain unpaid based on the amount of outstanding Assessment on each Parcel. Annual Installments shall be collected in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes for

the City. The City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the PID Act.

Sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay the Annual Installments as they become due and payable.

The City reserves the right to refund PID Bonds in accordance with the PID Act. In the event of a refunding, the Administrator shall recalculate the Annual Installments so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute "PID Bonds."

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year.

#### **I. Allocating Annual Installments if Assessed Property is Sold**

If Assessed Property is sold, the Annual Installment shall be allocated between the buyer and seller in the same methodology as property taxes.

### **SECTION VII: ASSESSMENT ROLLS**

The Major Improvement Area Assessment Roll and Improvement Area #1 Assessment Roll are attached as **Exhibit H** and **Exhibit I**, respectively. The Administrator shall prepare, and submit to the City Council for review and approval, proposed revisions to the Major Improvement Area Assessment Roll and the Improvement Area #1 Assessment Roll as part of each Annual Service Plan Update.

### **SECTION VIII: ADDITIONAL PROVISIONS**

#### **A. Calculation Errors**

If the owner of a Parcel claims that an error has been made in any calculation required by this 2022 Amended and Restated Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator by December 1<sup>st</sup> of each year following City Council approval of the calculation; otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. Upon receipt of a written notice of error from an owner the Administrator shall provide a written response to the City Council and

the owner within 30 days of such referral. The City Council shall consider the owner's notice of error and the Administrator's response at a City Council meeting, and within 30 days after closing such meeting, the City Council shall make a final determination as to whether or not an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this 2022 Amended and Restated Service and Assessment Plan, the Bond Order, or the Trust Indenture, or is otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

### **B. Amendments**

Amendments to this 2022 Amended and Restated Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this 2022 Amended and Restated Service and Assessment Plan may be amended without notice to owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this 2022 Amended and Restated Service and Assessment Plan.

### **C. Administration and Interpretation**

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this 2022 Amended and Restated Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this 2022 Amended and Restated Service and Assessment Plan. Interpretations of this 2022 Amended and Restated Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners or developers adversely affected by the interpretation. Appeals shall be decided at a meeting of the City Council during which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the owners and developers and their successors and assigns.

### **D. Severability**

If any provision of this 2022 Amended and Restated Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

## LIST OF EXHIBITS

<b>Exhibit A</b>	District Legal Description
<b>Exhibit B</b>	Improvement Area #1 Legal Description
<b>Exhibit C</b>	District Boundary Map
<b>Exhibit D</b>	Improvement Area #1 Boundary Map
<b>Exhibit E</b>	Authorized Improvements
<b>Exhibit F</b>	Service Plan
<b>Exhibit G</b>	Sources and Uses
<b>Exhibit H</b>	Major Improvement Area Assessment Roll
<b>Exhibit I</b>	Improvement Area #1 Assessment Roll
<b>Exhibit J</b>	Major Improvement Area Annual Installments
<b>Exhibit K</b>	Improvement Area #1 Annual Installments
<b>Exhibit L-1</b>	Allocation of Major Improvement Area Assessments Between Phase 1, Phase 1 Commercial, and Improvement Area #1 Assessed Property
<b>Exhibit L-2</b>	Allocation of Improvement Area #1 Assessments between Improvement Area #1 Assessed Property
<b>Exhibit M</b>	Maximum Assessment by Lot Type
<b>Exhibit N</b>	Map of Major Improvements
<b>Exhibit O</b>	Maps of Improvement Area #1 Improvements
<b>Exhibit P</b>	Notice of PID Assessment Termination (Phase 1)
<b>Exhibit Q</b>	Notice of PID Assessment Termination (Improvement Area #1)
<b>Exhibit R</b>	Phase 1 Commercial Legal Description
<b>Exhibit S-1</b>	Phase 1 Plat
<b>Exhibit S-2</b>	Phase 2 Plat
<b>Exhibit T</b>	Lot Type Map
<b>Exhibit U-1</b>	Lot Type 1 Buyer Disclosure
<b>Exhibit U-2</b>	Lot Type 2 Buyer Disclosure
<b>Exhibit U-3</b>	Lot Type 3 Buyer Disclosure
<b>Exhibit U-4</b>	Lot Type 4 Buyer Disclosure

**Exhibit U-5** Lot Type 5 Buyer Disclosure

**Exhibit U-6** Lot Type 6 Buyer Disclosure

**Exhibit U-7** Improvement Area #1 Remainder Parcel Buyer Disclosure

## EXHIBIT A – DISTRICT LEGAL DESCRIPTION

### LEGAL DESCRIPTION 173.212 ACRES OF LAND

173.212 acres of land located in James Manor Survey No. 40, Abstract No. 546, the Calvin Barker Survey No. 38, Abstract No. 58, the James Manor Survey No. 39, Abstract No. 528, the James H. Manor Survey No. 37, Abstract No. 520 Travis County, Texas and being a portion of that certain tract of land conveyed to 706 Investment Partnership, LTD., a Texas limited partnership, as described in Document Number 2005114143, Official Public Records of Travis County, Texas; said 173.212 acres being more particularly described as follows:

**BEGINNING**, at a set ½ inch iron rod with KHA cap, marking the intersection of the southerly right of way line of Blake Manor Road (variable right of way), with the easterly right of way line of F.M. 973, same being the northwesterly corner of said 706 Investment Partnership, LTD. Tract;

**THENCE**, along the southerly line of said Blake Manor Road, the following courses:

South 79deg 43' 00" East, a distance of 1399.04 feet, to a found ½ inch iron rod with cap;  
 North 27deg 58' 57" East, a distance of 1.64 feet, to a found ½ inch iron rod with cap;  
 Southeasterly, along the arc of a curve to the right having a radius of 785.51 feet, a central angle of 12deg 02' 09", an arc length of 165.01 feet and a chord bearing: South 64deg 48' 28" East, 164.70 feet, to a found ½ inch iron rod with cap;  
 South 58deg 53' 38" East, a distance of 851.34 feet, to a found ½ inch iron rod with cap;  
 Southeasterly, along the arc of a curve to the right having a radius of 785.51 feet, a central angle of 29deg 49' 04", an arc length of 408.79 feet and a chord bearing: South 44deg 01' 37" East, 404.20 feet, to a found ½ inch iron rod with cap;  
 South 29deg 04' 06" East, a distance of 1115.99 feet, to a set ½ inch iron rod with "KHA" cap;

**THENCE**, leaving the southerly line of Blake Manor Road and across the said 706 Investment Partnership, LTD. tract, the following courses:

South 61deg 50' 31" West, a distance of 2766.50 feet, to a set ½ inch iron rod with "KHA" cap;  
 Southwesterly, along the arc of a curve to the right having a radius of 1000.00 feet, a central angle of 36deg 16' 07", an arc length of 633.01 feet and a chord bearing: South 80deg 00' 08" West, 622.49 feet, to a found ½ inch iron rod with cap;  
 North 81deg 51' 49" West, a distance of 626.86 feet, to a set ½ inch iron rod with "KHA" cap located in the easterly right of way line of said F.M. 973;

**THENCE**, along the easterly line of said F.M. 973, the following courses:

North 4°17'10" East, 131.97 feet to a point of for corner;  
 Northeasterly, along the arc of a curve to the right having a radius of 5679.58 feet, a central angle of 6deg 07' 33", an arc length of 607.25 feet and a chord bearing: North 7deg 22' 34" West, 606.96 feet, to a found ½ inch iron rod with cap marking the southwestern-most corner of that certain 13.34 acre tract of land conveyed to the Board of Trustees of the Manor Independent School District, as described in Document Number 2015151286, Official Public Records of Travis County, Texas;

**THENCE**, departing the easterly line of said F.M. 973 and along the boundary of said 13.34 acre tract, the following courses:

South 76°23'26" East, a distance of 256.24 feet to a found ½ inch iron rod with cap for corner;  
 South 80°30'13" East, a distance of 398.47 feet to a found ½ inch iron rod with cap for corner;  
 South 87°44'52" East, a distance of 225.56 feet to a found ½ inch iron rod with cap for corner;  
 North 48°03'21" East, a distance of 396.94 feet to a found ½ inch iron rod with cap of for corner;  
 Northwesterly, along the arc of a curve to the left having a radius of 1365.00 feet, a central angle of 37deg 04' 43", an arc length of 883.35 feet and a chord bearing: North 60deg 29' 01" East, 868.02 feet, to a found ½ inch iron rod with cap;  
 North 79°01'23" West, a distance of 268.98 feet to a found ½ inch iron rod with cap of curvature;

Lagos PID – 173.212 acres  
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2-22-2019



Southwesterly, along the arc of a curve to the left having a radius of 25.00 feet, a central angle of 90deg 00' 48", an arc length of 39.28 feet and a chord bearing: South 55deg 58' 13" West, 35.36 feet, to a found 1/8 inch iron rod with cap located in the easterly right of way line of said F.M. 973;

**THENCE**, North 10°57'49" East, a distance of 2063.79 feet along the easterly right of way line of said F.M. 973 to the **POINT OF BEGINNING**, and containing 173.212 acres of land in Travis County, Texas, as shown in the document saved in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

Basis of Bearings are based on the Texas State Plane Coordinate System (Central Zone, NAD83) which is based GPS observation.

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

*John G. Mosier 2-22-2019*

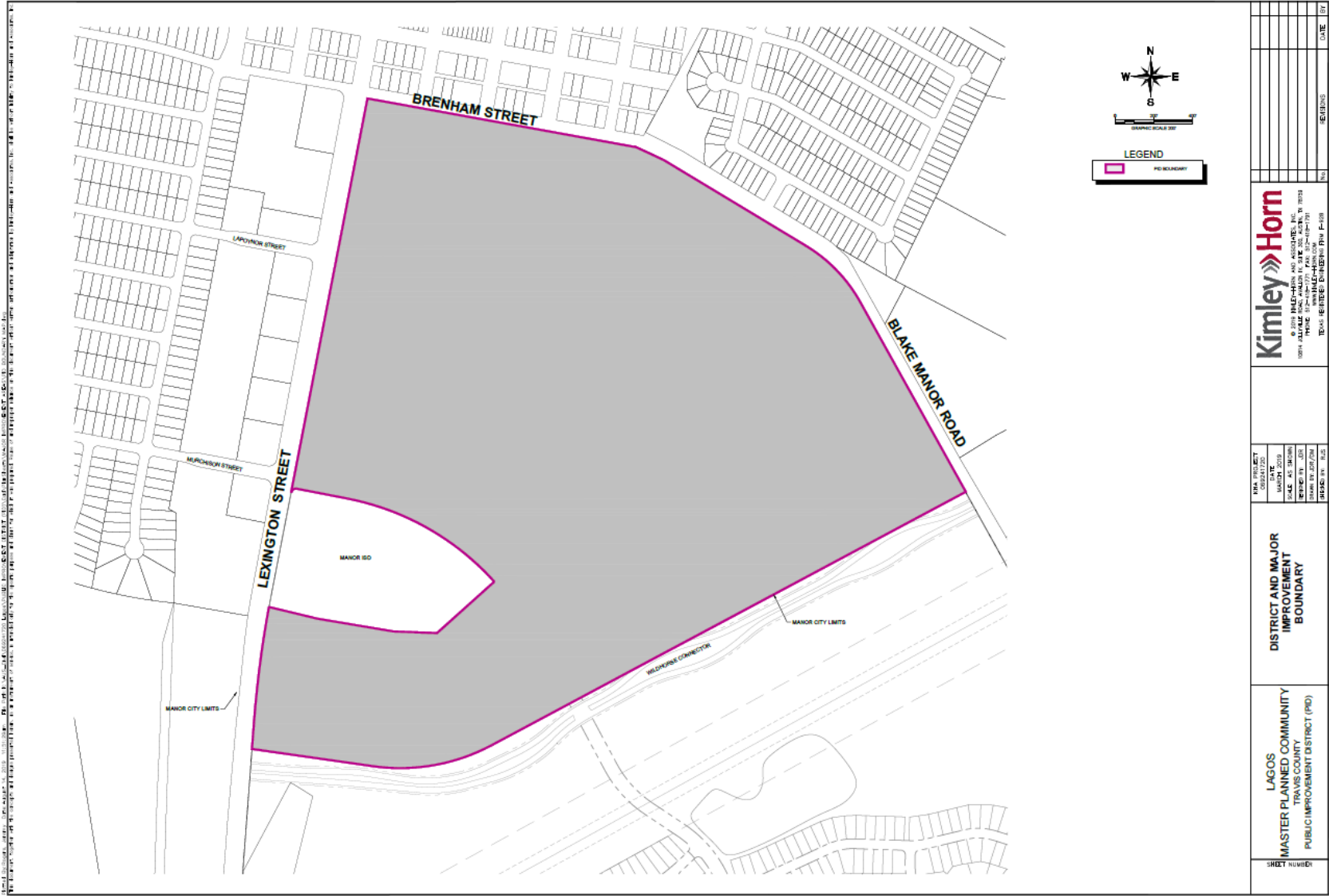
John G. Mosier  
Registered Professional Land Surveyor No. 6330  
Kimley-Horn and Associates, Inc.  
601 NW Loop 410, Suite 350  
San Antonio, Texas 78216  
Ph. 210-541-9166



**EXHIBIT B – IMPROVEMENT AREA #1 LEGAL DESCRIPTION**

120.582 acres of land, being the 173.212 acres within the Lagos Manor PID save and except the 48.510 acres within the Lagos Phase 1 Final Plat as recorded under Document Number 201800065 of the Official Public Records of Travis County, Texas and save and except the 4.120 acres for the Phase 1 Commercial Parcel.

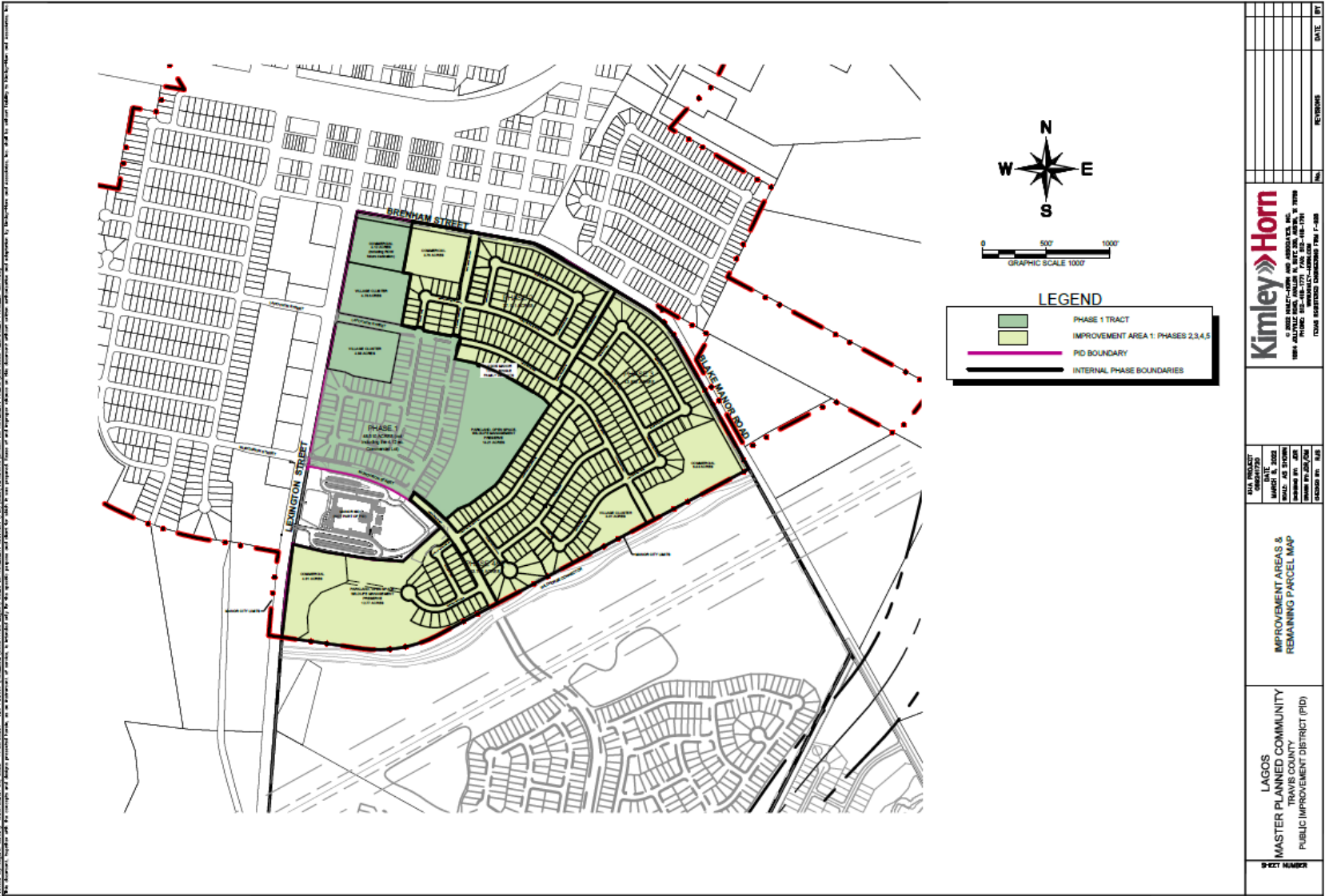
**EXHIBIT C – DISTRICT BOUNDARY MAP**



1. This map is a part of the LAGOS MASTER PLANNED COMMUNITY PUBLIC IMPROVEMENT DISTRICT (PID) AMENDED AND RESTATED SAP. It is not to be used for any other purpose without the written consent of Kimley-Horn and Associates, Inc. 2. This map is a part of the LAGOS MASTER PLANNED COMMUNITY PUBLIC IMPROVEMENT DISTRICT (PID) AMENDED AND RESTATED SAP. It is not to be used for any other purpose without the written consent of Kimley-Horn and Associates, Inc. 3. This map is a part of the LAGOS MASTER PLANNED COMMUNITY PUBLIC IMPROVEMENT DISTRICT (PID) AMENDED AND RESTATED SAP. It is not to be used for any other purpose without the written consent of Kimley-Horn and Associates, Inc. 4. This map is a part of the LAGOS MASTER PLANNED COMMUNITY PUBLIC IMPROVEMENT DISTRICT (PID) AMENDED AND RESTATED SAP. It is not to be used for any other purpose without the written consent of Kimley-Horn and Associates, Inc. 5. This map is a part of the LAGOS MASTER PLANNED COMMUNITY PUBLIC IMPROVEMENT DISTRICT (PID) AMENDED AND RESTATED SAP. It is not to be used for any other purpose without the written consent of Kimley-Horn and Associates, Inc. 6. This map is a part of the LAGOS MASTER PLANNED COMMUNITY PUBLIC IMPROVEMENT DISTRICT (PID) AMENDED AND RESTATED SAP. It is not to be used for any other purpose without the written consent of Kimley-Horn and Associates, Inc. 7. This map is a part of the LAGOS MASTER PLANNED COMMUNITY PUBLIC IMPROVEMENT DISTRICT (PID) AMENDED AND RESTATED SAP. It is not to be used for any other purpose without the written consent of Kimley-Horn and Associates, Inc. 8. This map is a part of the LAGOS MASTER PLANNED COMMUNITY PUBLIC IMPROVEMENT DISTRICT (PID) AMENDED AND RESTATED SAP. It is not to be used for any other purpose without the written consent of Kimley-Horn and Associates, Inc. 9. This map is a part of the LAGOS MASTER PLANNED COMMUNITY PUBLIC IMPROVEMENT DISTRICT (PID) AMENDED AND RESTATED SAP. It is not to be used for any other purpose without the written consent of Kimley-Horn and Associates, Inc. 10. This map is a part of the LAGOS MASTER PLANNED COMMUNITY PUBLIC IMPROVEMENT DISTRICT (PID) AMENDED AND RESTATED SAP. It is not to be used for any other purpose without the written consent of Kimley-Horn and Associates, Inc.

© 2019 KIMLEY-HORN AND ASSOCIATES, INC. 3000 W. HENRIE STREET, SUITE 100, FORT WORTH, TEXAS 76104 PHONE: 817-335-4477 FAX: 817-335-4478 TEXAS REGISTERED ENGINEER NO. P-108	
DATE: MARCH 2019 SCALE: AS SHOWN DRAWN BY: JLD/MLA CHECKED BY: JLD	SHEET NO.: 37 OF: 37
DISTRICT AND MAJOR IMPROVEMENT BOUNDARY	LAGOS MASTER PLANNED COMMUNITY PUBLIC IMPROVEMENT DISTRICT (PID)

**EXHIBIT D – IMPROVEMENT AREA #1 BOUNDARY MAP**



<p><b>LAGOS PLANNED COMMUNITY TRAVIS COUNTY PUBLIC IMPROVEMENT DISTRICT (PID)</b></p>	<p><b>IMPROVEMENT AREAS &amp; REMAINING PARCEL MAP</b></p>	<p><b>DATE PREPARED</b> MARCH 16, 2022</p> <p><b>SCALE</b> AS SHOWN</p> <p><b>DESIGNED BY</b> JANIS B. JONES</p> <p><b>DRAWN BY</b> JANIS B. JONES</p> <p><b>CHECKED BY</b> JANIS B. JONES</p>	<p><b>Kimley»Horn</b></p> <p><small>© 2022 KIMLEY-HORN AND ASSOCIATES, INC. 1000 ATLANTA ROAD, SUITE 100, ATLANTA, GA 30339 TEL: 404.525.4000 WWW.KIMLEY-HORN.COM</small></p>	<p>NO.</p>	<p>REVISIONS</p>	<p>DATE</p>
				<p>DATE</p>	<p>DATE</p>	

## EXHIBIT E – AUTHORIZED IMPROVEMENTS

	Total Costs	Phase 1		Improvement Area #1	
		%	Cost	%	Cost
<i>Major Improvements</i>					
Amenity Pond	\$ 1,194,440	27.60%	\$ 329,616	72.40%	\$ 864,824
Murchison Street	230,300	27.60%	63,553	72.40%	166,747
Lapoynor Street	143,350	27.60%	39,559	72.40%	103,791
S. San Marcos Street	126,900	27.60%	35,019	72.40%	91,881
Lagos Grandes Way	204,450	27.60%	56,420	72.40%	148,030
FM 973	100,000	27.60%	27,596	72.40%	72,404
Brenham Street	226,379	27.60%	62,471	72.40%	163,908
Soft Costs (a)	411,777	27.60%	113,633	72.40%	298,143
	<u>\$ 2,637,596</u>		<u>\$ 727,866</u>		<u>\$ 1,909,729</u>
<i>Improvement Area #1 Improvements</i>					
Water	\$ 1,155,928	0.00%	\$ -	100.00%	\$ 1,155,928
Wastewater	1,976,601	0.00%	-	100.00%	1,976,601
Storm Water	2,640,164	0.00%	-	100.00%	2,640,164
Roadways (b)	3,742,453	0.00%	-	100.00%	3,742,453
Soft Costs (a)	1,760,302	0.00%	-	100.00%	1,760,302
	<u>\$ 11,275,447</u>		<u>\$ -</u>		<u>\$ 11,275,447</u>
<i>Major Improvement Area Bond Issuance Costs</i>					
Debt Service Reserve Fund	\$ 198,957	27.60%	\$ 54,904	72.40%	\$ 144,053
Capitalized Interest	-	27.60%	-	72.40%	-
Underwriter Discount	93,600	27.60%	25,830	72.40%	67,770
Cost of Issuance	260,000	27.60%	71,749	72.40%	188,251
	<u>\$ 552,557</u>		<u>\$ 152,483</u>		<u>\$ 400,074</u>
<b>Total</b>	<b>\$ 14,465,599</b>		<b>\$ 880,349</b>		<b>\$ 13,585,250</b>

## Notes:

[a] Includes 4% Construction Management, 13% engineering and design, and 1.5% performance and payment bonds.

[b] Includes Erosion Control, Clearing/Rough Cut, and Landscaping.

**EXHIBIT F – SERVICE PLAN**

		Major Improvement Area				
Annual Installment Due		1/31/2023	1/31/2024	1/31/2025	1/31/2026	1/31/2027
Principal		\$ 65,000.00	\$ 65,000.00	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00
Interest		\$ 128,818.76	\$ 126,381.26	\$ 123,943.76	\$ 121,318.76	\$ 118,431.26
	(1)	\$ 193,818.76	\$ 191,381.26	\$ 193,943.76	\$ 191,318.76	\$ 188,431.26
Additional Interest	(2)	\$ 14,450.00	\$ 14,125.00	\$ 13,800.00	\$ 13,450.00	\$ 13,100.00
Annual Collection Costs	(3)	\$ 18,017.46	\$ 18,377.81	\$ 18,745.36	\$ 19,120.27	\$ 19,502.67
<b>Total Annual Installment</b>	<b>(4) = (1) + (2) + (3)</b>	<b>\$ 226,286.22</b>	<b>\$ 223,884.07</b>	<b>\$ 226,489.12</b>	<b>\$ 223,889.03</b>	<b>\$ 221,033.93</b>

		Improvement Area #1				
Annual Installment Due		1/31/2023	1/31/2024	1/31/2025	1/31/2026	1/31/2027
Principal		\$ 102,000.00	\$ 107,000.00	\$ 112,000.00	\$ 117,000.00	\$ 122,000.00
Interest		\$ 303,030.00	\$ 298,440.00	\$ 293,625.00	\$ 288,585.00	\$ 283,320.00
	(1)	\$ 405,030.00	\$ 405,440.00	\$ 405,625.00	\$ 405,585.00	\$ 405,320.00
Annual Collection Costs	(2)	\$ 41,982.54	\$ 42,822.19	\$ 43,678.64	\$ 44,552.21	\$ 45,443.26
<b>Total Annual Installment</b>	<b>(3) = (1) + (2)</b>	<b>\$ 447,012.54</b>	<b>\$ 448,262.19</b>	<b>\$ 449,303.64</b>	<b>\$ 450,137.21</b>	<b>\$ 450,763.26</b>

## EXHIBIT G – SOURCES AND USES

	Major Improvement Area Assessments	Improvement Area #1 Assessments
<b>Sources of Funds</b>		
Major Improvement Area Bond Par	\$ 3,120,000	\$ -
Improvement Area #1 Reimbursement Obligation	-	6,734,000
Landowner Contribution	70,152	4,541,447
<b>Total Sources</b>	<b>\$ 3,190,152</b>	<b>\$ 11,275,447</b>
<b>Uses of Funds</b>		
Major Improvements	\$ 2,637,596	\$ -
Improvement Area #1 Improvements	-	11,275,447
	<b>\$ 2,637,596</b>	<b>\$ 11,275,447</b>
<i>District Formation and Bond Issuance Costs</i>		
Debt Service Reserve Fund	\$ 198,957	\$ -
Capitalized Interest	-	-
Underwriter's Discount	93,600	-
Cost of Issuance	260,000	-
	<b>\$ 552,557</b>	<b>\$ -</b>
<b>Total Uses</b>	<b>\$ 3,190,152</b>	<b>\$ 11,275,447</b>

## EXHIBIT H – MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

Property ID	Geographic ID	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2023 <sup>1</sup>
906078	02316201010000	Non-Benefited	\$ -	\$ -
906079	02316201020000	1	\$ 3,326.77	\$ 260.49
906080	02316201030000	1	\$ 3,326.77	\$ 260.49
906081	02316201040000	1	\$ 3,326.77	\$ 260.49
906082	02316201050000	1	\$ 3,326.77	\$ 260.49
906083	02316201060000	1	\$ 3,326.77	\$ 260.49
906084	02316201070000	1	\$ 3,326.77	\$ 260.49
906085	02316201080000	1	\$ 3,326.77	\$ 260.49
906086	02316201090000	1	\$ 3,326.77	\$ 260.49
906087	02316201100000	1	\$ 3,326.77	\$ 260.49
906088	02316201110000	1	\$ 3,326.77	\$ 260.49
906089	02316201120000	1	\$ 3,326.77	\$ 260.49
906090	02316201130000	1	\$ 3,326.77	\$ 260.49
906091	02316201140000	1	\$ 3,326.77	\$ 260.49
906092	02316201150000	1	\$ 3,326.77	\$ 260.49
906093	02316201160000	1	\$ 3,326.77	\$ 260.49
906094	02316201170000	1	\$ 3,326.77	\$ 260.49
906095	02316201180000	1	\$ 3,326.77	\$ 260.49
906096	02316201190000	1	\$ 3,326.77	\$ 260.49
906097	02316201200000	1	\$ 3,326.77	\$ 260.49
906098	02316201210000	1	\$ 3,326.77	\$ 260.49
906099	02335923010000	Cluster <sup>3</sup>	\$ 136,250.16	\$ 10,668.35
906100	02336221010000	Cluster <sup>3</sup>	\$ 130,716.87	\$ 10,235.10
906101	02336221020000	Non-Benefited	\$ -	\$ -
906102	02336221030000	1	\$ 3,326.77	\$ 260.49
906103	02336221040000	1	\$ 3,326.77	\$ 260.49
906104	02336221050000	1	\$ 3,326.77	\$ 260.49
906105	02336221060000	1	\$ 3,326.77	\$ 260.49
906106	02336221070000	1	\$ 3,326.77	\$ 260.49
906107	02316202010000	1	\$ 3,326.77	\$ 260.49
906108	02316202020000	1	\$ 3,326.77	\$ 260.49
906109	02316202030000	1	\$ 3,326.77	\$ 260.49
906110	02316202040000	1	\$ 3,326.77	\$ 260.49
906111	02316202050000	1	\$ 3,326.77	\$ 260.49
906112	02316202060000	1	\$ 3,326.77	\$ 260.49
906113	02316202070000	1	\$ 3,326.77	\$ 260.49
906114	02316202080000	1	\$ 3,326.77	\$ 260.49
906115	02316202090000	1	\$ 3,326.77	\$ 260.49
906116	02316202100000	1	\$ 3,326.77	\$ 260.49
906117	02316202110000	1	\$ 3,326.77	\$ 260.49
906118	02315908010000	1	\$ 3,326.77	\$ 260.49
906119	02315908020000	1	\$ 3,326.77	\$ 260.49
906120	02315908030000	1	\$ 3,326.77	\$ 260.49
906121	02315908040000	1	\$ 3,326.77	\$ 260.49
906122	02315908050000	1	\$ 3,326.77	\$ 260.49



Property ID	Geographic ID	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2023 <sup>1</sup>
906123	02315908060000	1	\$ 3,326.77	\$ 260.49
906124	02315908070000	1	\$ 3,326.77	\$ 260.49
906125	02315908080000	1	\$ 3,326.77	\$ 260.49
906126	02315908090000	1	\$ 3,326.77	\$ 260.49
906127	02315908100000	1	\$ 3,326.77	\$ 260.49
906128	02315908110000	1	\$ 3,326.77	\$ 260.49
906129	02315908120000	1	\$ 3,326.77	\$ 260.49
906130	02315908130000	1	\$ 3,326.77	\$ 260.49
906131	02315908140000	1	\$ 3,326.77	\$ 260.49
906132	02315908150000	1	\$ 3,326.77	\$ 260.49
906133	02315908160000	1	\$ 3,326.77	\$ 260.49
906134	02315908170000	1	\$ 3,326.77	\$ 260.49
906135	02315908180000	1	\$ 3,326.77	\$ 260.49
906136	02315908190000	1	\$ 3,326.77	\$ 260.49
906137	02315908200000	Non-Benefited	\$ -	\$ -
906138	02315908210000	1	\$ 3,326.77	\$ 260.49
906139	02315908220000	1	\$ 3,326.77	\$ 260.49
906140	02315908230000	1	\$ 3,326.77	\$ 260.49
906141	02315908240000	1	\$ 3,326.77	\$ 260.49
906142	02315908250000	1	\$ 3,326.77	\$ 260.49
906143	02315908260000	1	\$ 3,326.77	\$ 260.49
906144	02315908270000	1	\$ 3,326.77	\$ 260.49
906145	02336222010000	1	\$ 3,326.77	\$ 260.49
906146	02336222020000	1	\$ 3,326.77	\$ 260.49
906147	02336222030000	1	\$ 3,326.77	\$ 260.49
906148	02336222040000	1	\$ 3,326.77	\$ 260.49
906149	02336222050000	1	\$ 3,326.77	\$ 260.49
906150	02336222060000	1	\$ 3,326.77	\$ 260.49
906151	02336222070000	1	\$ 3,326.77	\$ 260.49
906152	02336222080000	1	\$ 3,326.77	\$ 260.49
906153	02336222090000	1	\$ 3,326.77	\$ 260.49
906154	02316203010000	1	\$ 3,326.77	\$ 260.49
906155	02316203020000	1	\$ 3,326.77	\$ 260.49
906156	02316203030000	1	\$ 3,326.77	\$ 260.49
906157	02316203040000	1	\$ 3,326.77	\$ 260.49
906158	02316203050000	1	\$ 3,326.77	\$ 260.49
906159	02316203060000	1	\$ 3,326.77	\$ 260.49
906160	02316203070000	1	\$ 3,326.77	\$ 260.49
906161	02316203080000	1	\$ 3,326.77	\$ 260.49
906162	02316203090000	1	\$ 3,326.77	\$ 260.49
906163	02316203100000	1	\$ 3,326.77	\$ 260.49
906164	02316203110000	1	\$ 3,326.77	\$ 260.49
906165	02316203120000	1	\$ 3,326.77	\$ 260.49
906166	02316203130000	1	\$ 3,326.77	\$ 260.49
906167	02316203140000	1	\$ 3,326.77	\$ 260.49

Property ID	Geographic ID	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2023 <sup>1</sup>
906168	02316203150000	2	\$ 3,511.59	\$ 274.96
906169	02316203160000	2	\$ 3,511.59	\$ 274.96
906170	02316203170000	2	\$ 3,511.59	\$ 274.96
906171	02316203180000	1	\$ 3,326.77	\$ 260.49
906172	02316203190000	1	\$ 3,326.77	\$ 260.49
906173	02316203200000	1	\$ 3,326.77	\$ 260.49
906174	02316203210000	1	\$ 3,326.77	\$ 260.49
906175	02316203220000	1	\$ 3,326.77	\$ 260.49
906176	02316203230000	1	\$ 3,326.77	\$ 260.49
906177	02316203240000	1	\$ 3,326.77	\$ 260.49
906178	02316203250000	1	\$ 3,326.77	\$ 260.49
906179	02316203260000	1	\$ 3,326.77	\$ 260.49
906180	02316203270000	1	\$ 3,326.77	\$ 260.49
906181	02316203280000	1	\$ 3,326.77	\$ 260.49
906182	02315909010000	1	\$ 3,326.77	\$ 260.49
906183	02315909020000	1	\$ 3,326.77	\$ 260.49
906184	02315909030000	1	\$ 3,326.77	\$ 260.49
906185	02315909040000	1	\$ 3,326.77	\$ 260.49
906186	02315909050000	1	\$ 3,326.77	\$ 260.49
906187	02315909060000	1	\$ 3,326.77	\$ 260.49
906188	02315909070000	1	\$ 3,326.77	\$ 260.49
906189	02315909080000	1	\$ 3,326.77	\$ 260.49
906190	02315909090000	1	\$ 3,326.77	\$ 260.49
906191	02315909100000	1	\$ 3,326.77	\$ 260.49
906192	02315909110000	2	\$ 3,511.59	\$ 274.96
906193	02315909120000	2	\$ 3,511.59	\$ 274.96
906194	02315909130000	2	\$ 3,511.59	\$ 274.96
906195	02316204010000	2	\$ 3,511.59	\$ 274.96
906196	02316204020000	1	\$ 3,326.77	\$ 260.49
906197	02316204030000	1	\$ 3,326.77	\$ 260.49
906198	02316204040000	1	\$ 3,326.77	\$ 260.49
906199	02316204050000	1	\$ 3,326.77	\$ 260.49
906200	02316204060000	1	\$ 3,326.77	\$ 260.49
955999	02316201220000	5	\$ 4,461.23	\$ 349.31
956000	02316201230000	5	\$ 4,461.23	\$ 349.31
956001	02316201240000	5	\$ 4,461.23	\$ 349.31
956002	02316201250000	5	\$ 4,461.23	\$ 349.31
956003	02316201260000	5	\$ 4,461.23	\$ 349.31
956004	02316201270000	5	\$ 4,461.23	\$ 349.31
956005	02316201280000	Non-Benefited	\$ -	\$ -
956120	02316205010000	5	\$ 4,461.23	\$ 349.31
956121	02316205020000	5	\$ 4,461.23	\$ 349.31
956122	02316205030000	5	\$ 4,461.23	\$ 349.31
956006	02336223010000	4	\$ 136,700.13	\$ 10,703.58
956007	02336223020000	6	\$ 66,197.15	\$ 5,183.22

Property ID	Geographic ID	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2023 <sup>1</sup>
956008	02336223030000	Non-Benefited	\$ -	\$ -
956009	02336223040000	5	\$ 4,461.23	\$ 349.31
956010	02336223050000	5	\$ 4,461.23	\$ 349.31
956011	02336223060000	5	\$ 4,461.23	\$ 349.31
956012	02336223070000	5	\$ 4,461.23	\$ 349.31
956013	02336223080000	5	\$ 4,461.23	\$ 349.31
956014	02336223090000	5	\$ 4,461.23	\$ 349.31
956015	02336223100000	5	\$ 4,461.23	\$ 349.31
956016	02336223110000	5	\$ 4,461.23	\$ 349.31
956017	02336223120000	5	\$ 4,461.23	\$ 349.31
956018	02336223130000	5	\$ 4,461.23	\$ 349.31
956019	02336223140000	5	\$ 4,461.23	\$ 349.31
956020	02336223150000	Non-Benefited	\$ -	\$ -
956021	02336224010000	Non-Benefited	\$ -	\$ -
956022	02336224020000	5	\$ 4,461.23	\$ 349.31
956023	02336224030000	5	\$ 4,461.23	\$ 349.31
956024	02336224040000	5	\$ 4,461.23	\$ 349.31
956025	02336224050000	5	\$ 4,461.23	\$ 349.31
956026	02336224060000	5	\$ 4,461.23	\$ 349.31
956027	02336224070000	5	\$ 4,461.23	\$ 349.31
956028	02336224080000	5	\$ 4,461.23	\$ 349.31
956029	02336224090000	5	\$ 4,461.23	\$ 349.31
956030	02336224100000	5	\$ 4,461.23	\$ 349.31
956031	02336224110000	5	\$ 4,461.23	\$ 349.31
956032	02336224120000	5	\$ 4,461.23	\$ 349.31
956033	02336224130000	5	\$ 4,461.23	\$ 349.31
956034	02336224140000	5	\$ 4,461.23	\$ 349.31
956035	02336224150000	5	\$ 4,461.23	\$ 349.31
956036	02336224160000	5	\$ 4,461.23	\$ 349.31
956037	02336224170000	5	\$ 4,461.23	\$ 349.31
956038	02336224180000	5	\$ 4,461.23	\$ 349.31
956039	02336224190000	5	\$ 4,461.23	\$ 349.31
956040	02336224200000	5	\$ 4,461.23	\$ 349.31
956041	02336224210000	5	\$ 4,461.23	\$ 349.31
956042	02336224220000	5	\$ 4,461.23	\$ 349.31
956043	02336224230000	5	\$ 4,461.23	\$ 349.31
956044	02336224240000	5	\$ 4,461.23	\$ 349.31
956045	02336224250000	5	\$ 4,461.23	\$ 349.31
956046	02336224260000	5	\$ 4,461.23	\$ 349.31
956047	02336224270000	5	\$ 4,461.23	\$ 349.31
956048	02336224280000	5	\$ 4,461.23	\$ 349.31
956049	02336224290000	5	\$ 4,461.23	\$ 349.31
956050	02336224300000	5	\$ 4,461.23	\$ 349.31
956051	02336224310000	5	\$ 4,461.23	\$ 349.31
956052	02336224320000	5	\$ 4,461.23	\$ 349.31

Property ID	Geographic ID	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2023 <sup>1</sup>
956053	02336224330000	Non-Benefited	\$ -	\$ -
956054	02336225010000	5	\$ 4,461.23	\$ 349.31
956055	02336225020000	5	\$ 4,461.23	\$ 349.31
956056	02336225030000	5	\$ 4,461.23	\$ 349.31
956057	02336225040000	5	\$ 4,461.23	\$ 349.31
956058	02336225050000	5	\$ 4,461.23	\$ 349.31
956059	02336225060000	5	\$ 4,461.23	\$ 349.31
956060	02336225070000	5	\$ 4,461.23	\$ 349.31
956061	02336225080000	5	\$ 4,461.23	\$ 349.31
956062	02336226010000	5	\$ 4,461.23	\$ 349.31
956063	02336226020000	5	\$ 4,461.23	\$ 349.31
956064	02336226030000	5	\$ 4,461.23	\$ 349.31
956065	02336226040000	5	\$ 4,461.23	\$ 349.31
956066	02336226050000	5	\$ 4,461.23	\$ 349.31
956067	02336226060000	5	\$ 4,461.23	\$ 349.31
956068	02336226070000	5	\$ 4,461.23	\$ 349.31
956069	02336226080000	5	\$ 4,461.23	\$ 349.31
956070	02336226090000	5	\$ 4,461.23	\$ 349.31
956071	02336226100000	5	\$ 4,461.23	\$ 349.31
956072	02336226110000	5	\$ 4,461.23	\$ 349.31
956073	02336226120000	5	\$ 4,461.23	\$ 349.31
956074	02336226130000	5	\$ 4,461.23	\$ 349.31
956075	02336226140000	5	\$ 4,461.23	\$ 349.31
956076	02336226150000	5	\$ 4,461.23	\$ 349.31
956077	02336226160000	5	\$ 4,461.23	\$ 349.31
956078	02336226170000	5	\$ 4,461.23	\$ 349.31
956079	02336226180000	5	\$ 4,461.23	\$ 349.31
956080	02336226190000	5	\$ 4,461.23	\$ 349.31
956081	02336226200000	5	\$ 4,461.23	\$ 349.31
956082	02336226210000	5	\$ 4,461.23	\$ 349.31
956083	02336226220000	5	\$ 4,461.23	\$ 349.31
956084	02336226230000	5	\$ 4,461.23	\$ 349.31
956085	02336227010000	5	\$ 4,461.23	\$ 349.31
956086	02336227020000	5	\$ 4,461.23	\$ 349.31
956087	02336227030000	5	\$ 4,461.23	\$ 349.31
956088	02336227040000	5	\$ 4,461.23	\$ 349.31
956089	02336227050000	5	\$ 4,461.23	\$ 349.31
956090	02336227060000	5	\$ 4,461.23	\$ 349.31
956091	02336227070000	5	\$ 4,461.23	\$ 349.31
956092	02336227080000	5	\$ 4,461.23	\$ 349.31
956093	02336227090000	5	\$ 4,461.23	\$ 349.31
956094	02336227100000	5	\$ 4,461.23	\$ 349.31
956095	02336227110000	5	\$ 4,461.23	\$ 349.31
956096	02336227120000	5	\$ 4,461.23	\$ 349.31
956097	02336227130000	5	\$ 4,461.23	\$ 349.31

Property ID	Geographic ID	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2023 <sup>1</sup>
956098	02336227140000	5	\$ 4,461.23	\$ 349.31
956099	02336227150000	5	\$ 4,461.23	\$ 349.31
956100	02336227160000	5	\$ 4,461.23	\$ 349.31
956101	02336227170000	5	\$ 4,461.23	\$ 349.31
956102	02336227180000	5	\$ 4,461.23	\$ 349.31
956103	02336227190000	5	\$ 4,461.23	\$ 349.31
956104	02336227200000	5	\$ 4,461.23	\$ 349.31
956105	02336227210000	5	\$ 4,461.23	\$ 349.31
956106	02336227220000	5	\$ 4,461.23	\$ 349.31
956107	02336227230000	5	\$ 4,461.23	\$ 349.31
956108	02336227240000	5	\$ 4,461.23	\$ 349.31
956109	02336227250000	5	\$ 4,461.23	\$ 349.31
956110	02336227260000	5	\$ 4,461.23	\$ 349.31
956111	02336227270000	5	\$ 4,461.23	\$ 349.31
956112	02336227280000	5	\$ 4,461.23	\$ 349.31
956113	02336228010000	Non-Benefited	\$ -	\$ -
956114	02336228020000	5	\$ 4,461.23	\$ 349.31
956115	02336228030000	5	\$ 4,461.23	\$ 349.31
956116	02336228040000	5	\$ 4,461.23	\$ 349.31
956117	02336228050000	5	\$ 4,461.23	\$ 349.31
956118	02336228060000	5	\$ 4,461.23	\$ 349.31
956119	02336228070000	5	\$ 4,461.23	\$ 349.31
227197	02266002020000	IA#1 <sup>2</sup>	\$ 316,103.49	\$ 24,750.82
227198	02266002030000	IA#1 <sup>2</sup>	\$ 163,682.01	\$ 12,816.26
227199	02266002040000	IA#1 <sup>2</sup>	\$ 782,518.99	\$ 61,271.02
227211	02266002160000	IA#1 <sup>2</sup>	\$ 174,094.31	\$ 13,631.54
867526	02266002230000	IA#1 <sup>2</sup>	\$ 72,381.78	\$ 5,667.47
<b>Total</b>			<b>\$ 2,890,000.00</b>	<b>\$ 226,286.22</b>

<sup>1</sup> The Annual Installment covers the period September 15, 2022 to September 14, 2023 and is due by January 31, 2023.

<sup>2</sup> Property IDs are found within Improvement Area #1 Remainder Parcel. Until a plat has been recorded within Improvement Area #1 Remainder Parcel, the Assessment and Annual Installment will be allocated between each property ID based on the Travis Central Appraisal District acreage.

<sup>3</sup> Property IDs contain property to be developed as Village Cluster (Lot Type 3). Until the number of Village Cluster units within each Property ID is known, the Assessment and Annual Installment will be allocated between each property ID based on the Travis Central Appraisal District acreage.

## EXHIBIT I –IMPROVEMENT AREA #1 ASSESSMENT ROLL

Property ID	Geographic ID	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2023 <sup>1</sup>
955999	02316201220000	5	\$ 14,357.09	\$ 953.04
956000	02316201230000	5	\$ 14,357.09	\$ 953.04
956001	02316201240000	5	\$ 14,357.09	\$ 953.04
956002	02316201250000	5	\$ 14,357.09	\$ 953.04
956003	02316201260000	5	\$ 14,357.09	\$ 953.04
956004	02316201270000	5	\$ 14,357.09	\$ 953.04
956005	02316201280000	Non-Benefited	\$ -	\$ -
956120	02316205010000	5	\$ 14,357.09	\$ 953.04
956121	02316205020000	5	\$ 14,357.09	\$ 953.04
956122	02316205030000	5	\$ 14,357.09	\$ 953.04
956007	02336223020000	6	\$ 213,035.01	\$ 14,141.57
956008	02336223030000	Non-Benefited	\$ -	\$ -
956009	02336223040000	5	\$ 14,357.09	\$ 953.04
956010	02336223050000	5	\$ 14,357.09	\$ 953.04
956011	02336223060000	5	\$ 14,357.09	\$ 953.04
956012	02336223070000	5	\$ 14,357.09	\$ 953.04
956013	02336223080000	5	\$ 14,357.09	\$ 953.04
956014	02336223090000	5	\$ 14,357.09	\$ 953.04
956015	02336223100000	5	\$ 14,357.09	\$ 953.04
956016	02336223110000	5	\$ 14,357.09	\$ 953.04
956017	02336223120000	5	\$ 14,357.09	\$ 953.04
956018	02336223130000	5	\$ 14,357.09	\$ 953.04
956019	02336223140000	5	\$ 14,357.09	\$ 953.04
956020	02336223150000	Non-Benefited	\$ -	\$ -
956021	02336224010000	Non-Benefited	\$ -	\$ -
956022	02336224020000	5	\$ 14,357.09	\$ 953.04
956023	02336224030000	5	\$ 14,357.09	\$ 953.04
956024	02336224040000	5	\$ 14,357.09	\$ 953.04
956025	02336224050000	5	\$ 14,357.09	\$ 953.04
956026	02336224060000	5	\$ 14,357.09	\$ 953.04
956027	02336224070000	5	\$ 14,357.09	\$ 953.04
956028	02336224080000	5	\$ 14,357.09	\$ 953.04
956029	02336224090000	5	\$ 14,357.09	\$ 953.04
956030	02336224100000	5	\$ 14,357.09	\$ 953.04
956031	02336224110000	5	\$ 14,357.09	\$ 953.04
956032	02336224120000	5	\$ 14,357.09	\$ 953.04
956033	02336224130000	5	\$ 14,357.09	\$ 953.04
956034	02336224140000	5	\$ 14,357.09	\$ 953.04
956035	02336224150000	5	\$ 14,357.09	\$ 953.04
956036	02336224160000	5	\$ 14,357.09	\$ 953.04
956037	02336224170000	5	\$ 14,357.09	\$ 953.04
956038	02336224180000	5	\$ 14,357.09	\$ 953.04
956039	02336224190000	5	\$ 14,357.09	\$ 953.04
956040	02336224200000	5	\$ 14,357.09	\$ 953.04

Property ID	Geographic ID	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2023 <sup>1</sup>
956041	02336224210000	5	\$ 14,357.09	\$ 953.04
956042	02336224220000	5	\$ 14,357.09	\$ 953.04
956043	02336224230000	5	\$ 14,357.09	\$ 953.04
956044	02336224240000	5	\$ 14,357.09	\$ 953.04
956045	02336224250000	5	\$ 14,357.09	\$ 953.04
956046	02336224260000	5	\$ 14,357.09	\$ 953.04
956047	02336224270000	5	\$ 14,357.09	\$ 953.04
956048	02336224280000	5	\$ 14,357.09	\$ 953.04
956049	02336224290000	5	\$ 14,357.09	\$ 953.04
956050	02336224300000	5	\$ 14,357.09	\$ 953.04
956051	02336224310000	5	\$ 14,357.09	\$ 953.04
956052	02336224320000	5	\$ 14,357.09	\$ 953.04
956053	02336224330000	Non-Benefited	\$ -	\$ -
956054	02336225010000	5	\$ 14,357.09	\$ 953.04
956055	02336225020000	5	\$ 14,357.09	\$ 953.04
956056	02336225030000	5	\$ 14,357.09	\$ 953.04
956057	02336225040000	5	\$ 14,357.09	\$ 953.04
956058	02336225050000	5	\$ 14,357.09	\$ 953.04
956059	02336225060000	5	\$ 14,357.09	\$ 953.04
956060	02336225070000	5	\$ 14,357.09	\$ 953.04
956061	02336225080000	5	\$ 14,357.09	\$ 953.04
956062	02336226010000	5	\$ 14,357.09	\$ 953.04
956063	02336226020000	5	\$ 14,357.09	\$ 953.04
956064	02336226030000	5	\$ 14,357.09	\$ 953.04
956065	02336226040000	5	\$ 14,357.09	\$ 953.04
956066	02336226050000	5	\$ 14,357.09	\$ 953.04
956067	02336226060000	5	\$ 14,357.09	\$ 953.04
956068	02336226070000	5	\$ 14,357.09	\$ 953.04
956069	02336226080000	5	\$ 14,357.09	\$ 953.04
956070	02336226090000	5	\$ 14,357.09	\$ 953.04
956071	02336226100000	5	\$ 14,357.09	\$ 953.04
956072	02336226110000	5	\$ 14,357.09	\$ 953.04
956073	02336226120000	5	\$ 14,357.09	\$ 953.04
956074	02336226130000	5	\$ 14,357.09	\$ 953.04
956075	02336226140000	5	\$ 14,357.09	\$ 953.04
956076	02336226150000	5	\$ 14,357.09	\$ 953.04
956077	02336226160000	5	\$ 14,357.09	\$ 953.04
956078	02336226170000	5	\$ 14,357.09	\$ 953.04
956079	02336226180000	5	\$ 14,357.09	\$ 953.04
956080	02336226190000	5	\$ 14,357.09	\$ 953.04
956081	02336226200000	5	\$ 14,357.09	\$ 953.04
956082	02336226210000	5	\$ 14,357.09	\$ 953.04
956083	02336226220000	5	\$ 14,357.09	\$ 953.04
956084	02336226230000	5	\$ 14,357.09	\$ 953.04
956085	02336227010000	5	\$ 14,357.09	\$ 953.04

Property ID	Geographic ID	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2023 <sup>1</sup>
956086	02336227020000	5	\$ 14,357.09	\$ 953.04
956087	02336227030000	5	\$ 14,357.09	\$ 953.04
956088	02336227040000	5	\$ 14,357.09	\$ 953.04
956089	02336227050000	5	\$ 14,357.09	\$ 953.04
956090	02336227060000	5	\$ 14,357.09	\$ 953.04
956091	02336227070000	5	\$ 14,357.09	\$ 953.04
956092	02336227080000	5	\$ 14,357.09	\$ 953.04
956093	02336227090000	5	\$ 14,357.09	\$ 953.04
956094	02336227100000	5	\$ 14,357.09	\$ 953.04
956095	02336227110000	5	\$ 14,357.09	\$ 953.04
956096	02336227120000	5	\$ 14,357.09	\$ 953.04
956097	02336227130000	5	\$ 14,357.09	\$ 953.04
956098	02336227140000	5	\$ 14,357.09	\$ 953.04
956099	02336227150000	5	\$ 14,357.09	\$ 953.04
956100	02336227160000	5	\$ 14,357.09	\$ 953.04
956101	02336227170000	5	\$ 14,357.09	\$ 953.04
956102	02336227180000	5	\$ 14,357.09	\$ 953.04
956103	02336227190000	5	\$ 14,357.09	\$ 953.04
956104	02336227200000	5	\$ 14,357.09	\$ 953.04
956105	02336227210000	5	\$ 14,357.09	\$ 953.04
956106	02336227220000	5	\$ 14,357.09	\$ 953.04
956107	02336227230000	5	\$ 14,357.09	\$ 953.04
956108	02336227240000	5	\$ 14,357.09	\$ 953.04
956109	02336227250000	5	\$ 14,357.09	\$ 953.04
956110	02336227260000	5	\$ 14,357.09	\$ 953.04
956111	02336227270000	5	\$ 14,357.09	\$ 953.04
956112	02336227280000	5	\$ 14,357.09	\$ 953.04
956113	02336228010000	Non-Benefited	\$ -	\$ -
956114	02336228020000	5	\$ 14,357.09	\$ 953.04
956115	02336228030000	5	\$ 14,357.09	\$ 953.04
956116	02336228040000	5	\$ 14,357.09	\$ 953.04
956117	02336228050000	5	\$ 14,357.09	\$ 953.04
956118	02336228060000	5	\$ 14,357.09	\$ 953.04
956119	02336228070000	5	\$ 14,357.09	\$ 953.04
227197	02266002020000	N/A <sup>2</sup>	\$ 1,017,281.17	\$ 67,528.58
227198	02266002030000	N/A <sup>2</sup>	\$ 526,759.85	\$ 34,967.07
227199	02266002040000	N/A <sup>2</sup>	\$ 2,518,294.99	\$ 167,168.02
227211	02266002160000	N/A <sup>2</sup>	\$ 560,268.62	\$ 37,191.43
867526	02266002230000	N/A <sup>2</sup>	\$ 232,938.32	\$ 15,462.78
<b>Total</b>			<b>\$ 6,734,000.00</b>	<b>\$ 447,012.54</b>

<sup>1</sup> The Annual Installment covers the period September 15, 2022 to September 14, 2023 and is due by January 31, 2023.

<sup>2</sup> Property IDs are found within the Improvement Area #1 Remainder Parcel. Until a plat has been recorded within the Improvement Area #1 Remainder Parcel, the Assessment and Annual Installment will be allocated between each property ID based on the Travis Central Appraisal District acreage.



## EXHIBIT J – MAJOR IMPROVEMENT AREA ANNUAL INSTALLMENTS

Annual Installments Due	Principal	Interest	Additional Interest	Annual Collection Costs	Total Annual Installment
1/31/2023	\$ 65,000.00	\$ 128,818.76	\$ 14,450.00	\$ 18,017	\$ 226,286.22
1/31/2024	\$ 65,000.00	\$ 126,381.26	\$ 14,125.00	\$ 18,378	\$ 223,884.07
1/31/2025	\$ 70,000.00	\$ 123,943.76	\$ 13,800.00	\$ 18,745	\$ 226,489.12
1/31/2026	\$ 70,000.00	\$ 121,318.76	\$ 13,450.00	\$ 19,120	\$ 223,889.03
1/31/2027	\$ 70,000.00	\$ 118,431.26	\$ 13,100.00	\$ 19,503	\$ 221,033.93
1/31/2028	\$ 75,000.00	\$ 115,543.76	\$ 12,750.00	\$ 19,893	\$ 223,186.49
1/31/2029	\$ 75,000.00	\$ 112,450.00	\$ 12,375.00	\$ 20,291	\$ 220,115.58
1/31/2030	\$ 80,000.00	\$ 109,356.26	\$ 12,000.00	\$ 20,696	\$ 222,052.65
1/31/2031	\$ 80,000.00	\$ 106,056.26	\$ 11,600.00	\$ 21,110	\$ 218,766.58
1/31/2032	\$ 85,000.00	\$ 102,456.26	\$ 11,200.00	\$ 21,533	\$ 220,188.79
1/31/2033	\$ 90,000.00	\$ 98,631.26	\$ 10,775.00	\$ 21,963	\$ 221,369.44
1/31/2034	\$ 95,000.00	\$ 94,581.26	\$ 10,325.00	\$ 22,402	\$ 222,308.70
1/31/2035	\$ 95,000.00	\$ 90,306.26	\$ 9,850.00	\$ 22,850	\$ 218,006.75
1/31/2036	\$ 100,000.00	\$ 86,031.26	\$ 9,375.00	\$ 23,308	\$ 218,713.76
1/31/2037	\$ 105,000.00	\$ 81,531.26	\$ 8,875.00	\$ 23,774	\$ 219,179.91
1/31/2038	\$ 110,000.00	\$ 76,806.26	\$ 8,350.00	\$ 24,249	\$ 219,405.38
1/31/2039	\$ 115,000.00	\$ 71,856.26	\$ 7,800.00	\$ 24,734	\$ 219,390.37
1/31/2040	\$ 120,000.00	\$ 66,681.26	\$ 7,225.00	\$ 25,229	\$ 219,135.05
1/31/2041	\$ 125,000.00	\$ 61,281.26	\$ 6,625.00	\$ 25,733	\$ 218,639.62
1/31/2042	\$ 130,000.00	\$ 55,500.00	\$ 6,000.00	\$ 26,248	\$ 217,748.03
1/31/2043	\$ 135,000.00	\$ 49,487.50	\$ 5,350.00	\$ 26,773	\$ 216,610.49
1/31/2044	\$ 140,000.00	\$ 43,243.76	\$ 4,675.00	\$ 27,308	\$ 215,227.21
1/31/2045	\$ 145,000.00	\$ 36,768.76	\$ 3,975.00	\$ 27,855	\$ 213,598.38
1/31/2046	\$ 150,000.00	\$ 30,062.50	\$ 3,250.00	\$ 28,412	\$ 211,724.21
1/31/2047	\$ 160,000.00	\$ 23,125.00	\$ 2,500.00	\$ 28,980	\$ 214,604.95
1/31/2048	\$ 165,000.00	\$ 15,725.00	\$ 1,700.00	\$ 29,560	\$ 211,984.55
1/31/2049	\$ 175,000.00	\$ 8,093.76	\$ 875.00	\$ 30,151	\$ 214,119.50
<b>Total</b>	<b>\$ 2,890,000.00</b>	<b>\$ 2,154,468.96</b>	<b>\$ 236,375.00</b>	<b>\$ 636,814.81</b>	<b>\$ 5,917,658.77</b>

*Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

## EXHIBIT K – IMPROVEMENT AREA #1 ANNUAL INSTALLMENTS

Annual Installments Due	Principal	Interest <sup>1</sup>	Annual Collection Costs	Total Annual Installment
1/31/2023	\$ 102,000	\$ 303,030	\$ 41,983	\$ 447,013
1/31/2024	107,000	298,440	42,822	448,262
1/31/2025	112,000	293,625	43,679	449,304
1/31/2026	117,000	288,585	44,552	450,137
1/31/2027	122,000	283,320	45,443	450,763
1/31/2028	128,000	277,830	46,352	452,182
1/31/2029	133,000	272,070	47,279	452,349
1/31/2030	139,000	266,085	48,225	453,310
1/31/2031	146,000	259,830	49,189	455,019
1/31/2032	152,000	253,260	50,173	455,433
1/31/2033	159,000	246,420	51,176	456,596
1/31/2034	166,000	239,265	52,200	457,465
1/31/2035	174,000	231,795	53,244	459,039
1/31/2036	182,000	223,965	54,309	460,274
1/31/2037	190,000	215,775	55,395	461,170
1/31/2038	198,000	207,225	56,503	461,728
1/31/2039	207,000	198,315	57,633	462,948
1/31/2040	216,000	189,000	58,786	463,786
1/31/2041	226,000	179,280	59,961	465,241
1/31/2042	236,000	169,110	61,161	466,271
1/31/2043	247,000	158,490	62,384	467,874
1/31/2044	258,000	147,375	63,632	469,007
1/31/2045	270,000	135,765	64,904	470,669
1/31/2046	282,000	123,615	66,202	471,817
1/31/2047	295,000	110,925	67,526	473,451
1/31/2048	308,000	97,650	68,877	474,527
1/31/2049	322,000	83,790	70,254	476,044
1/31/2050	491,000	69,300	71,659	631,959
1/31/2051	513,000	47,205	73,093	633,298
1/31/2052	536,000	24,120	74,554	634,674
<b>Total</b>	<b>\$ 6,734,000</b>	<b>\$ 5,894,460</b>	<b>\$ 1,703,151</b>	<b>\$ 14,331,611</b>

<sup>1</sup> Interest is calculated at a 4.50% rate.

*Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

**EXHIBIT L-1 – ALLOCATION OF MAJOR IMPROVEMENT AREA ASSESSMENTS BETWEEN PHASE 1, PHASE 1 COMMERCIAL, AND IMPROVEMENT AREA #1 ASSESSED PROPERTY**

Lot Type	Land use	Units	Estimated Buildout Value Per Unit	Total Assessed Value	Major Improvement Area % Allocation	Major Improvement Area Assessment Allocation [a][b]
<b>Phase 1</b>						
1	50' Lot	111	\$ 270,000	\$ 29,970,000	12.78%	\$ 369,271.33
2	60' Lot	7	285,000	1,995,000	0.85%	24,581.12
3	Village Cluster	94	230,500	21,667,000	9.24%	266,967.03
4	Phase 1 Commercial	56,413	197	11,094,560	4.73%	136,700.13
<b>Subtotal</b>				<b>\$ 64,726,560</b>	<b>27.60%</b>	<b>\$ 797,519.61</b>
<b>Improvement Area #1 (Formerly Remainder Parcel)</b>						
	50' Lot	340	\$ 284,665	\$ 96,786,144	41.26%	
	60' Lot	40	\$ 299,364	11,974,560	5.11%	
	Village Cluster	30	\$ 239,720	7,191,600	3.07%	
	Office	198,722	\$ 214	42,520,272	18.13%	
	Restaurant	25,522	\$ 194.5	4,963,350	2.12%	
	Retail	33,111	\$ 193.0	6,389,437	2.72%	
<b>Subtotal</b>				<b>\$ 169,825,363</b>	<b>72.40%</b>	<b>\$ 2,092,480.39</b>
<b>Total</b>				<b>\$ 234,551,923</b>	<b>100.00%</b>	<b>\$ 2,890,000</b>

[a] The allocation between Phase 1 (27.60% of Major Improvement Assessments) and Improvement Area #1 Assessments (72.40%) was determined in the 2019 Service and Assessment Plan and will not change. The allocation of Major Improvement Area Assessments within Improvement Area #1 is shown on **Exhibit L-2**, which reflects updated land use assumptions for the parcels within Improvement Area #1.

[b] Total Major Improvement Area Assessment represents amount outstanding following the 1/31/22 Major Improvement Area Annual Installment.

**EXHIBIT L-2 ALLOCATION OF IMPROVEMENT AREA #1 ASSESSMENTS BETWEEN IMPROVEMENT AREA #1  
ASSESSED PROPERTY**

Lot Type	Land use	Units	Estimated Buildout Value Per Unit	Total Assessed Value	Total Allocation	Improvement Area #1 Allocation of Major Improvements [a]	Improvement Area #1 Allocation of Improvement Area #1 Improvements
<b>Phase 2</b>							
5	50' Lot	116	\$ 434,463	\$ 50,397,708	24.73%	\$ 517,502.67	\$ 1,665,422.04
6	Phase 2 Commercial	28,652	225	\$ 6,446,700	3.16%	\$ 66,197.15	\$ 213,035.01
<b>Subtotal</b>				<b>\$ 56,844,408</b>	<b>27.90%</b>	<b>\$ 583,699.81</b>	<b>\$ 1,878,457.05</b>
<b>Improvement Area #1 Remainder Parcel</b>							
	50' Lot	263	\$ 434,463	\$ 114,263,769			
	Village Cluster	30	\$ 450,000	\$ 13,500,000			
	Commercial	85,204	\$ 225	\$ 19,170,900			
<b>Subtotal</b>				<b>\$ 146,934,669</b>	<b>72.10%</b>	<b>\$ 1,508,780.58</b>	<b>\$ 4,855,543</b>
<b>Total</b>				<b>\$ 203,779,077</b>	<b>100.00%</b>	<b>\$ 2,092,480.39</b>	<b>\$ 6,734,000.00</b>

[a] Total Major Improvement Area Assessment represents amount outstanding following the 1/31/22 Major Improvement Area Annual Installment.

### EXHIBIT M – MAXIMUM ASSESSMENT BY LOT TYPE

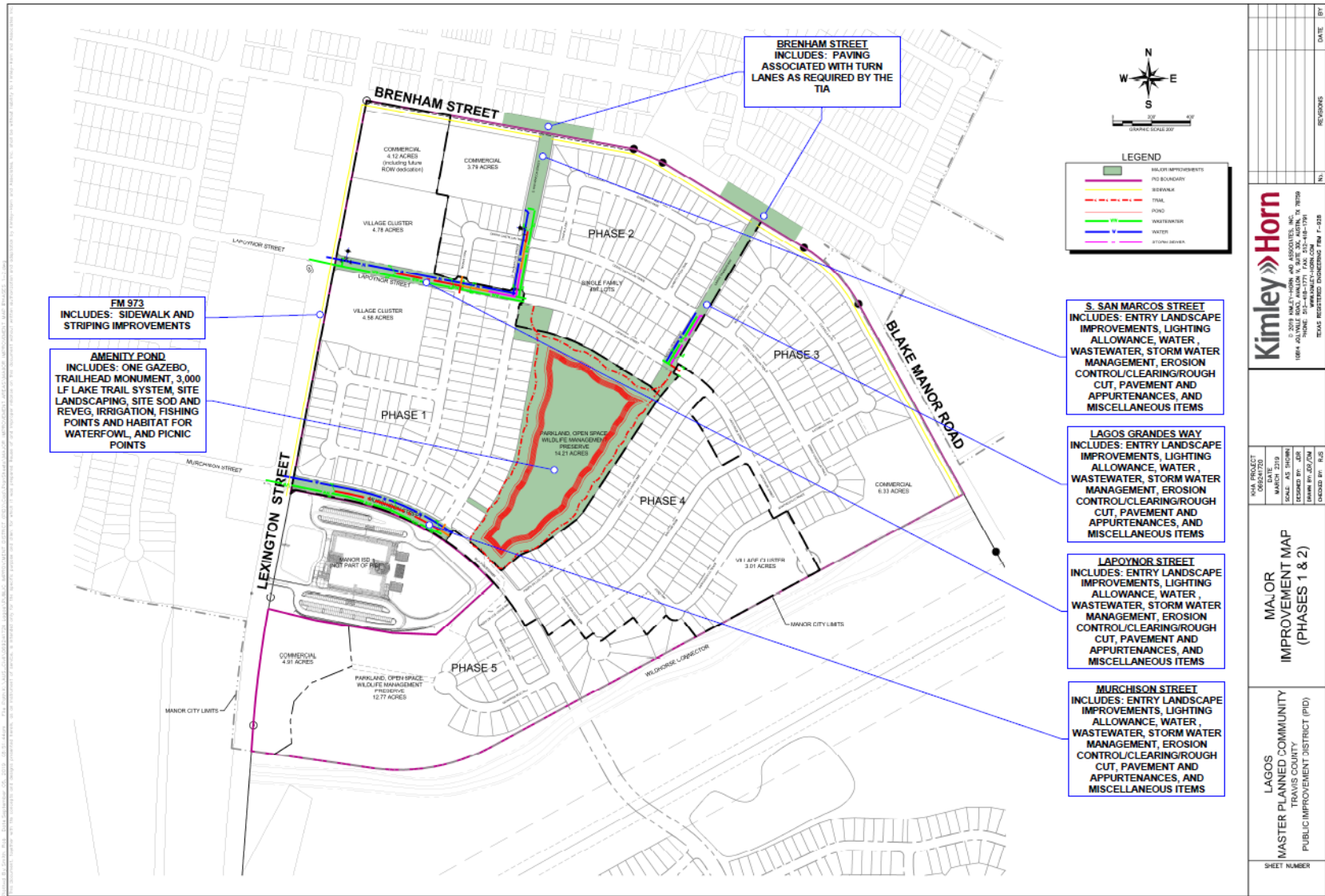
Lot Type	Land Use	Maximum MIA Assessment <sup>1,2</sup> Per Unit/SF	Maximum Improvement Area #1 Assessment <sup>2</sup> per Unit/SF	Maximum Total Assessment <sup>2</sup> per Unit/SF
<b>Phase 1</b>				
1	50' Lot	\$ 3,326.77	\$ -	\$ 3,326.77
2	60' Lot	\$ 3,511.59	\$ -	\$ 3,511.59
3	Village Cluster	\$ 2,840.07	\$ -	\$ 2,840.07
4	Phase 1 Commercial	\$ 136,700.13	\$ -	\$ 136,700.13
<b>Improvement Area #1</b>				
5	50' Lot	\$ 4,461.23	\$ 14,357.09	\$ 18,818.32
6	Phase 2 Commercial	\$ 66,197.15	\$ 213,035.01	\$ 279,232.16
	Village Cluster	\$ 4,620.77	\$ 14,870.52	\$ 19,491.29
	Commercial	\$ 2.31	\$ 7.44	\$ 9.75

<sup>1</sup> Amount outstanding following 1/31/22 Annual Installment.

<sup>2</sup> Amounts to be reduced each year to account for principal payments made as part of the Annual Installment.

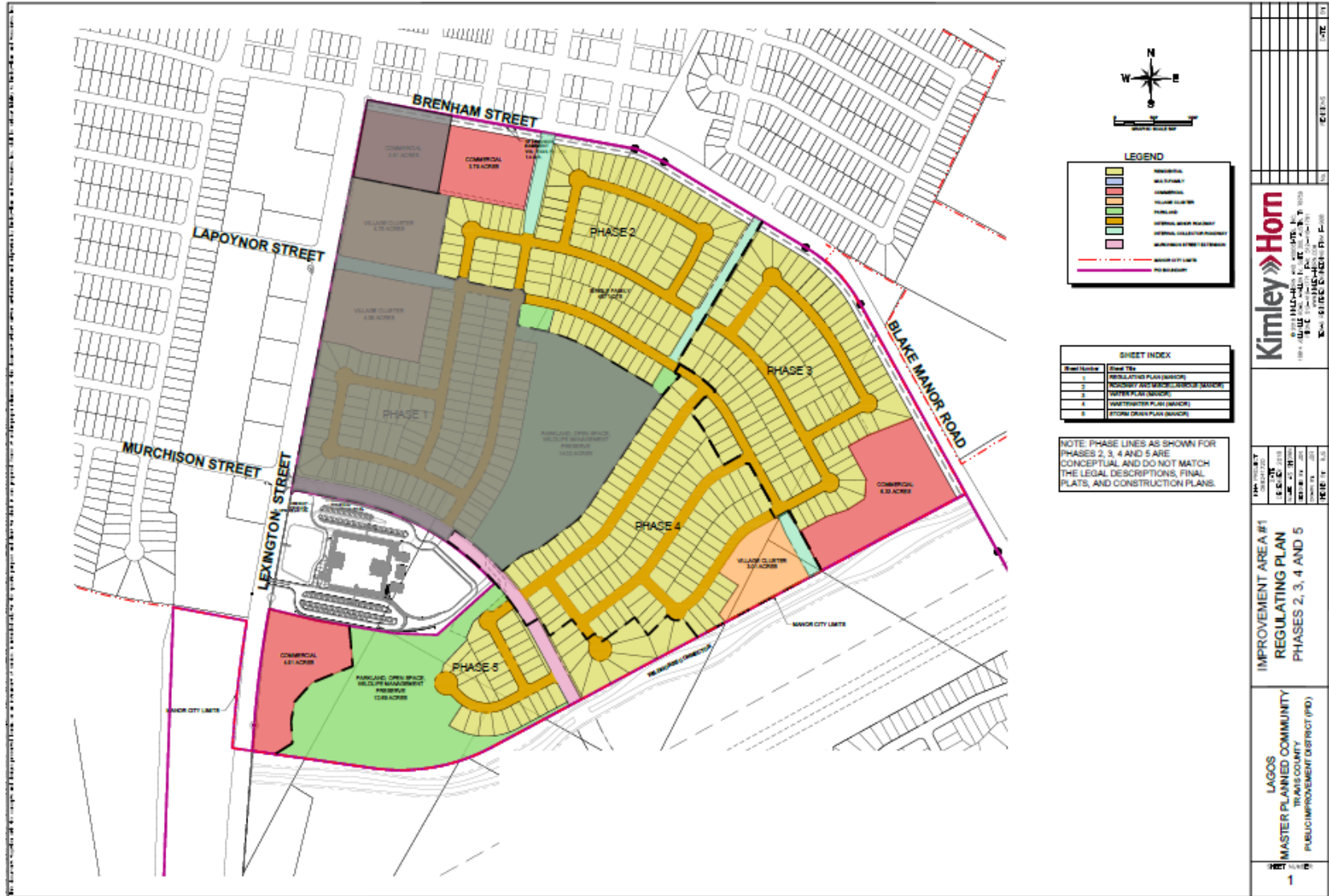
Maximum Assessment will be calculated at the time a final plat is approved or a building permit is issued for retail, office, or restaurant uses.

**EXHIBIT N – MAP OF MAJOR IMPROVEMENTS**



DATE		BY	
REVISIONS		NO.	
		MAJOR PROJECT ORIGINATED MARCH 2019 SCALE: AS SHOWN DESIGNED BY: JDR DRAWN BY: JLD/DM CHECKED BY: JLS	
MAJOR IMPROVEMENT MAP (PHASES 1 & 2)		LAGOS MASTER PLANNED COMMUNITY TROVVIS COUNTY PUBLIC IMPROVEMENT DISTRICT (PID)	
SHEET NUMBER		DATE	

**EXHIBIT O – MAPS OF IMPROVEMENT AREA #1 IMPROVEMENTS**

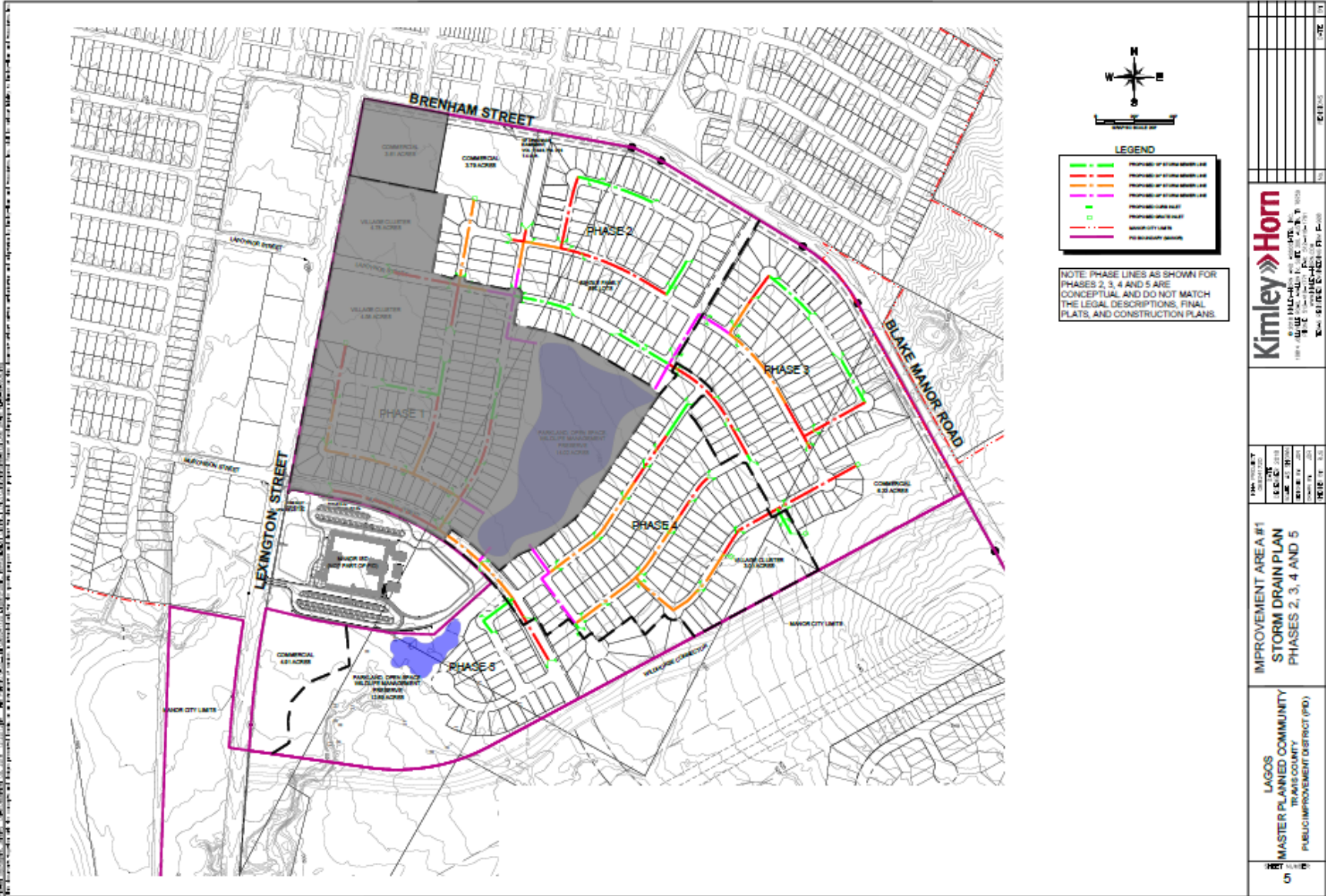












**EXHIBIT P – NOTICE OF PID ASSESSMENT TERMINATION**



P3Works, LLC  
9284 Huntington Square, Suite 100  
North Richland Hills, TX 76182

[Date]  
Travis County Clerk's Office  
Honorable [County Clerk Name]  
5501 Airport Boulevard  
Austin, Texas 78751

**Re: City of Manor Lien Release documents for filing**

Dear Ms./Mr. [County Clerk Name],

Enclosed is a lien release that the City of Manor is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents below:

City of Manor  
Attn: [City Secretary]  
105 E. Eggleston Street  
Manor, TX 78653

Please contact me if you have any questions or need additional information.

Sincerely,  
[Signature]

P3Works, LLC  
P: (817)393-0353  
admin@p3-works.com

**AFTER RECORDING RETURN TO:**

**[City Secretary Name]  
105 E. Eggleston Street  
Manor, TX 78653**

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

**FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN**

<b>STATE OF TEXAS</b>	<b>§</b>	
	<b>§</b>	<b>KNOW ALL MEN BY THESE PRESENTS:</b>
<b>COUNTY OF TRAVIS</b>	<b>§</b>	

**THIS FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN** (this "Full Release") is executed and delivered as of the Effective Date by the City of Manor, Texas, a Texas home rule municipality.

**RECITALS**

**WHEREAS**, the governing body (hereinafter referred to as the "City Council") of the City of Manor, Texas (hereinafter referred to as the "City "), is authorized by Chapter 372, Texas Local Government Code, as amended (hereinafter referred to as the "Act"), to create public improvement districts within the corporate limits and extraterritorial jurisdiction of the City; and

**WHEREAS**, on or about March 20, 2019, the City Council for the City, approved Resolution No. 2019-02, creating the Lagos Public Improvement District; and

**WHEREAS**, the Lagos Public Improvement District consists of approximately 173 contiguous acres located within the City; and

**WHEREAS**, on or about October 16, 2019, the City Council, approved an ordinance, (hereinafter referred to as the "Assessment Ordinance") approving a service and assessment plan and assessment roll for the Property within the Lagos Public Improvement District; and

**WHEREAS**, the Assessment Ordinance imposed an assessment in the amount of \$ \_\_\_\_\_ (hereinafter referred to as the "Lien Amount") for the following property:

[legal description], a subdivision in Travis County, Texas, according to the map or plat of record in Document/Instrument No. \_\_\_\_\_ of the Plat Records of Travis County, Texas (hereinafter referred to as the "Property"); and

**WHEREAS**, the property owners of the Property have paid unto the City the Lien Amount.

**RELEASE**

**NOW THEREFORE**, the City, the owner and holder of the Lien, Instrument No. \_\_\_\_\_, in the Real Property Records of Travis County, Texas, in the amount of the Lien Amount against the Property releases and discharges, and by these presents does hereby release and discharge, the above-described Property from said lien held by the undersigned securing said indebtedness.

**EXECUTED** to be **EFFECTIVE** this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY OF MANOR, TEXAS,**  
A Texas home rule municipality,

By: \_\_\_\_\_  
[Manager Name], City Manager

**ATTEST:**

\_\_\_\_\_  
[Secretary Name], City Secretary

**STATE OF TEXAS**                       §  
  §  
**COUNTY OF TRAVIS**                 §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by [Manager Name], City Manager for the City of Manor, Texas, a Texas home rule municipality, on behalf of said municipality.

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT Q – NOTICE OF PID ASSESSMENT TERMINATION  
(IMPROVEMENT AREA #1)**



P3Works, LLC  
9284 Huntington Square, Suite 100  
North Richland Hills, TX 76182

[Date]  
Travis County Clerk's Office  
Honorable [County Clerk Name]  
5501 Airport Boulevard  
Austin, Texas 78751

**Re: City of Manor Lien Release documents for filing**

Dear Ms./Mr. [County Clerk Name],

Enclosed is a lien release that the City of Manor is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents below:

City of Manor  
Attn: [City Secretary]  
105 E. Eggleston Street  
Manor, TX 78653

Please contact me if you have any questions or need additional information.

Sincerely,  
[Signature]

P3Works, LLC  
P: (817)393-0353  
admin@p3-works.com

**AFTER RECORDING RETURN TO:**

**[City Secretary Name]  
105 E. Eggleston Street  
Manor, TX 78653**

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

**FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN**

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

**THIS FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN** (this "Full Release") is executed and delivered as of the Effective Date by the City of Manor, Texas, a Texas home rule municipality.

**RECITALS**

**WHEREAS**, the governing body (hereinafter referred to as the "City Council") of the City of Manor, Texas (hereinafter referred to as the "City"), is authorized by Chapter 372, Texas Local Government Code, as amended (hereinafter referred to as the "Act"), to create public improvement districts within the corporate limits and extraterritorial jurisdiction of the City; and

**WHEREAS**, on or about March 20, 2019, the City Council for the City, approved Resolution No. 2019-02, creating the Lagos Public Improvement District; and

**WHEREAS**, the Lagos Public Improvement District consists of approximately 173 contiguous acres located within the City; and

**WHEREAS**, on or about October 16, 2019, the City Council, approved an ordinance, (hereinafter referred to as the "Assessment Ordinance") approving a service and assessment plan and assessment roll for the Property within the Lagos Public Improvement District; and

**WHEREAS**, Improvement Area #1 consists of approximately 120.582 contiguous acres within the Lagos Public Improvement District; and



**WHEREAS**, on or about \_\_\_\_\_, the City Council, approved an ordinance, (hereinafter referred to as the "Improvement Area #1 Assessment Ordinance") approving a service and assessment plan and assessment roll for the Property within Improvement Area #1 of the Lagos Public Improvement District; and

**WHEREAS**, the Assessment Ordinance and Improvement Area #1 Assessment Ordinance collectively imposed assessments in the amount of \$\_\_\_\_\_ (hereinafter referred to as the "Lien Amount") for the following property:

[legal description], a subdivision in Travis County, Texas, according to the map or plat of record in Document/Instrument No. \_\_\_\_\_ of the Plat Records of Travis County, Texas (hereinafter referred to as the "Property"); and

**WHEREAS**, the property owners of the Property have paid unto the City the Lien Amount.

**RELEASE**

**NOW THEREFORE**, the City, the owner and holder of the Lien, Instrument No. \_\_\_\_\_, in the Real Property Records of Travis County, Texas, in the amount of the Lien Amount against the Property releases and discharges, and by these presents does hereby release and discharge, the above-described Property from said lien held by the undersigned securing said indebtedness.

**EXECUTED** to be **EFFECTIVE** this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY OF MANOR, TEXAS,**  
A Texas home rule municipality,

By: \_\_\_\_\_  
[Manager Name], City Manager

**ATTEST:**

\_\_\_\_\_  
[Secretary Name], City Secretary

**STATE OF TEXAS** §  
§  
**COUNTY OF TRAVIS** §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by [Manager Name], City Manager for the City of Manor, Texas, a Texas home rule municipality, on behalf of said municipality.

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT R – PHASE 1 COMMERCIAL LEGAL DESCRIPTION**

**A METES AND BOUNDS  
DESCRIPTION OF A  
4.120 ACRE TRACT OF LAND**

**BEING** 4.120 acre (179,467 square feet) tract of land situated in the James Manor Survey No. 40, Abstract No. 546, City of Manor, Travis County, Texas; being a portion of that certain 675.6978 acre tract described in instrument to 706 Investment Partnership, LTD, as described in document No. 2005114143 of the Official Public Records of Travis County; and being more particularly described as follows:

**BEGINNING**, at a 1/2-inch iron rod with a plastic cap stamped "KHA" set at the intersection of the southerly right-of-way line of Blake Manor Road (width varies), with the easterly right-of-way line of F.M. 973 (100' width), marking the northwest corner of said 675.6978 acre tract;

**THENCE**, South 79°43'00" East, 440.25 feet along the southerly right-of-way line of said Blake Manor to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for the northeast corner of herein described tract;

**THENCE**, South 10°19'09" West, 408.18 feet crossing said 675.6978 acre tract to a 1/2-inch iron rod with a plastic cap stamped "KHA" set on the northeasterly line of Lot 1, Block B, Lagos Phase 1, plat of which is recorded in Document No. 201800065 of the Official Public Records of Travis County;

**THENCE**, North 79°02'12" West, 444.81 feet along the northeasterly line of said Lot 1, Block B to a 1/2-inch iron rod with a plastic cap stamped "KHA" set on the easterly right-of-way line of said F.M. 973 for the southwest corner of herein described tract;

**THENCE**, North 10°57'49" East, 402.93 feet along the easterly right-of-way line of said F.M. 973 to the **POINT OF BEGINNING** and containing 4.120 acres of land in Travis County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD'83). This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.



*John G. Mosier*  
9-3-2019

JOHN G. MOSIER  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6330  
601 NW LOOP 410, SUITE 350  
SAN ANTONIO, TEXAS 78216  
PH. 210-541-9166  
greg.mosier@kimley-horn.com

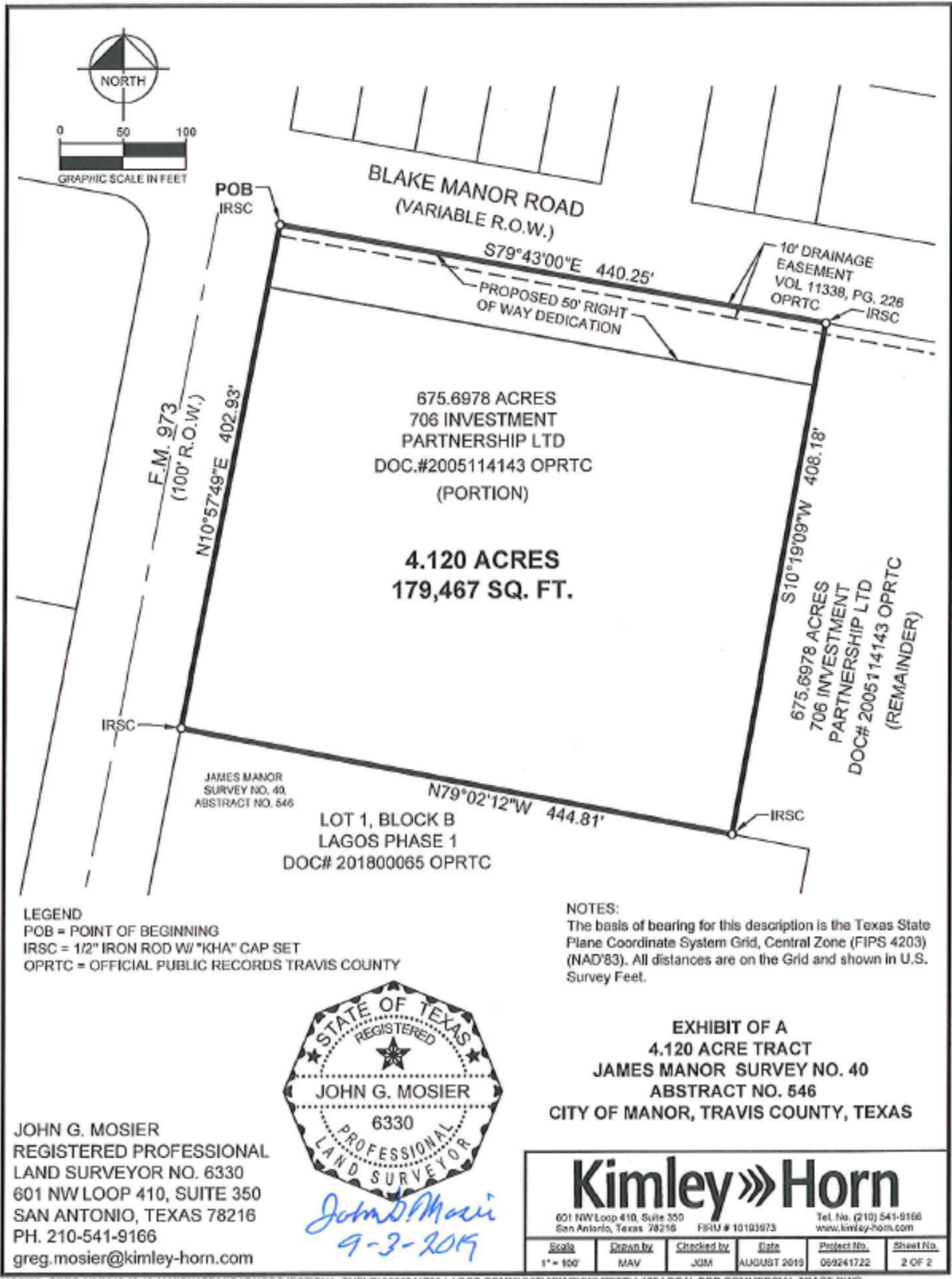
**EXHIBIT OF A  
4.120 ACRE TRACT  
JAMES MANOR SURVEY NO. 40  
ABSTRACT NO. 546  
CITY OF MANOR, TRAVIS COUNTY, TEXAS**

**Kimley»Horn**

601 NW Loop 410, Suite 350 San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9166 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	MAV	JGM	SEP. 2019	009241722	1 OF 2

MOSIER, GREG 9/3/2019 10:01 AM Y:\SNAFFO\DATA\PROJECTS\NA\_SURVEY\099241722-LAGOS COMMUNITY\DWG\EXHIBITS\4.120 LEGAL FOR COMMERCIAL TRACT.DWG

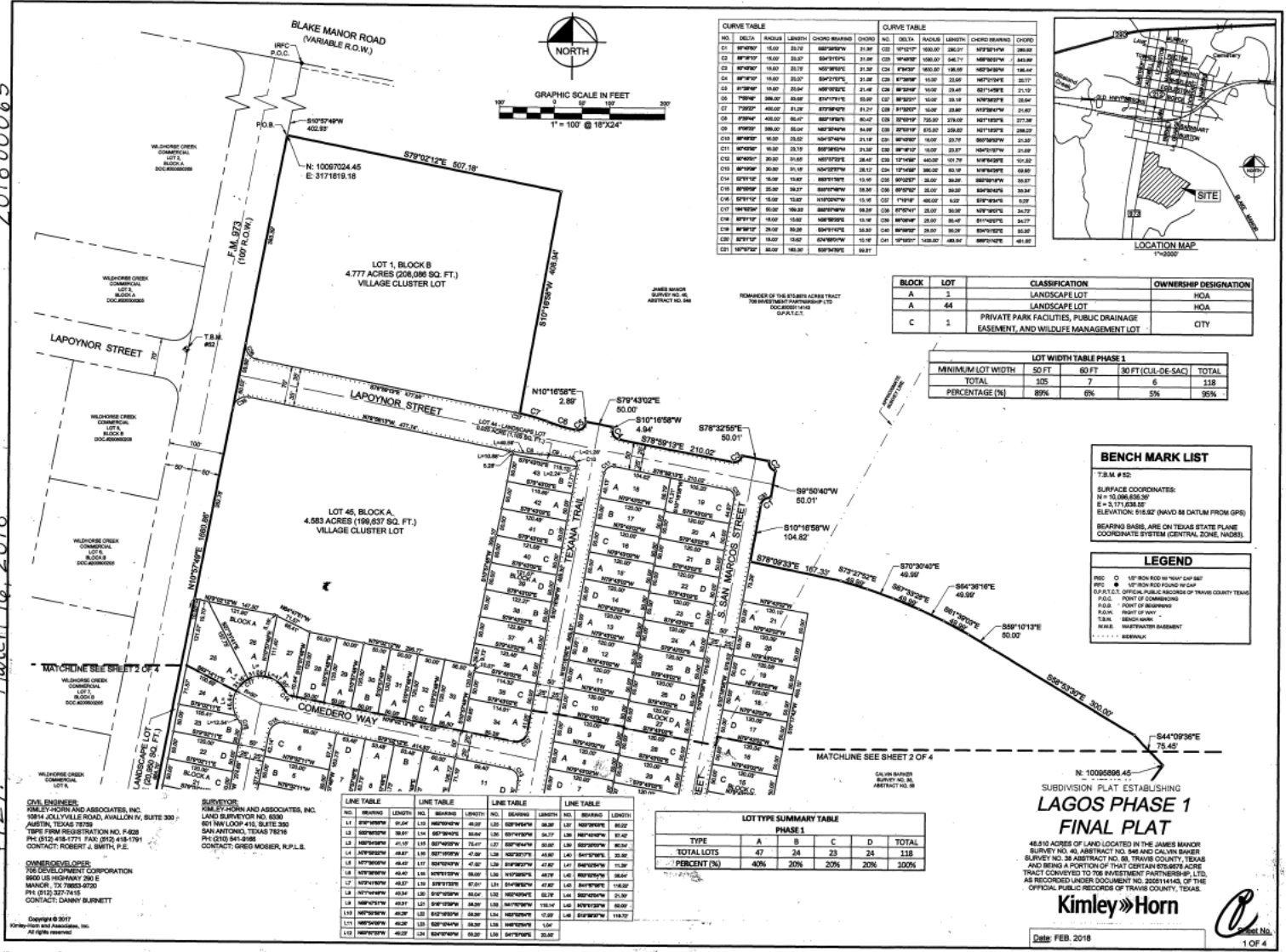


# EXHIBIT S-1 – PHASE 1 PLAT

201800065

March 16, 2018

\$129.00



CURVE TABLE				CURVE TABLE			
NO.	BEARING	LENGTH	CHORD BEARING	NO.	BEARING	LENGTH	CHORD BEARING
C1	S78°12'12"E	100.00	S78°12'12"E	C1	S78°12'12"E	100.00	S78°12'12"E
C2	S78°12'12"E	100.00	S78°12'12"E	C2	S78°12'12"E	100.00	S78°12'12"E
C3	S78°12'12"E	100.00	S78°12'12"E	C3	S78°12'12"E	100.00	S78°12'12"E
C4	S78°12'12"E	100.00	S78°12'12"E	C4	S78°12'12"E	100.00	S78°12'12"E
C5	S78°12'12"E	100.00	S78°12'12"E	C5	S78°12'12"E	100.00	S78°12'12"E
C6	S78°12'12"E	100.00	S78°12'12"E	C6	S78°12'12"E	100.00	S78°12'12"E
C7	S78°12'12"E	100.00	S78°12'12"E	C7	S78°12'12"E	100.00	S78°12'12"E
C8	S78°12'12"E	100.00	S78°12'12"E	C8	S78°12'12"E	100.00	S78°12'12"E
C9	S78°12'12"E	100.00	S78°12'12"E	C9	S78°12'12"E	100.00	S78°12'12"E
C10	S78°12'12"E	100.00	S78°12'12"E	C10	S78°12'12"E	100.00	S78°12'12"E
C11	S78°12'12"E	100.00	S78°12'12"E	C11	S78°12'12"E	100.00	S78°12'12"E
C12	S78°12'12"E	100.00	S78°12'12"E	C12	S78°12'12"E	100.00	S78°12'12"E
C13	S78°12'12"E	100.00	S78°12'12"E	C13	S78°12'12"E	100.00	S78°12'12"E
C14	S78°12'12"E	100.00	S78°12'12"E	C14	S78°12'12"E	100.00	S78°12'12"E
C15	S78°12'12"E	100.00	S78°12'12"E	C15	S78°12'12"E	100.00	S78°12'12"E
C16	S78°12'12"E	100.00	S78°12'12"E	C16	S78°12'12"E	100.00	S78°12'12"E
C17	S78°12'12"E	100.00	S78°12'12"E	C17	S78°12'12"E	100.00	S78°12'12"E
C18	S78°12'12"E	100.00	S78°12'12"E	C18	S78°12'12"E	100.00	S78°12'12"E
C19	S78°12'12"E	100.00	S78°12'12"E	C19	S78°12'12"E	100.00	S78°12'12"E
C20	S78°12'12"E	100.00	S78°12'12"E	C20	S78°12'12"E	100.00	S78°12'12"E
C21	S78°12'12"E	100.00	S78°12'12"E	C21	S78°12'12"E	100.00	S78°12'12"E
C22	S78°12'12"E	100.00	S78°12'12"E	C22	S78°12'12"E	100.00	S78°12'12"E
C23	S78°12'12"E	100.00	S78°12'12"E	C23	S78°12'12"E	100.00	S78°12'12"E
C24	S78°12'12"E	100.00	S78°12'12"E	C24	S78°12'12"E	100.00	S78°12'12"E
C25	S78°12'12"E	100.00	S78°12'12"E	C25	S78°12'12"E	100.00	S78°12'12"E



BLOCK	LOT	CLASSIFICATION	OWNERSHIP DESIGNATION
A	1	LANDSCAPE LOT	HOA
A	44	LANDSCAPE LOT	HOA
C	1	PRIVATE PARK FACILITIES, PUBLIC DRAINAGE EASEMENT, AND WILDLIFE MANAGEMENT LOT	CITY

LOT WIDTH TABLE PHASE 1				
MINIMUM LOT WIDTH	50 FT	60 FT	30 FT (CUL-DE-SAC)	TOTAL
TOTAL	305	7	6	118
PERCENTAGE (%)	89%	6%	5%	95%

**BENCH MARK LIST**  
 T.B.M. # 52:  
 SURFACE COORDINATES:  
 N = 10,000,000.00  
 E = 3,171,538.57  
 ELEVATION: 1,152.82 (NAVD 83 DATUM FROM GPS)  
 BEARING: 84°00'00" (ON TEXAS STATE PLANE COORDINATE SYSTEM (CENTRAL ZONE, NAD 83))

**LEGEND**  
 P.C. ○ 1/4" IRON ROD IN "CON" CAP 8" PIP  
 P.P.C. ● 1/4" IRON ROD IN "CON" CAP  
 O.C.T.C. ○ OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS  
 P.O.B. POINT OF BEGINNING  
 P.O.S. POINT OF SURVEY  
 R.O.W. RIGHT OF WAY  
 T.B.M. BENCH MARK  
 W.A.E. WATERWAY EASEMENT  
 --- --- BOUNDARY

LOT TYPE SUMMARY TABLE				
TYPE	PHASE 1			
	A	C	D	TOTAL
TOTAL LOTS	47	24	23	118
PERCENT (%)	40%	20%	20%	300%

**CIVIL ENGINEERS**  
 KIMLEY-HORN AND ASSOCIATES, INC.  
 1984 JOLLYVILLE ROAD, AVALON IV, SUITE 300  
 AUSTIN, TEXAS 78759  
 TYPE FIRM REGISTRATION NO. F-028  
 P.E. (SIC) 458-0771 FAX: (512) 418-1791  
 CONTACT: ROBERT J. SMITH, P.E.

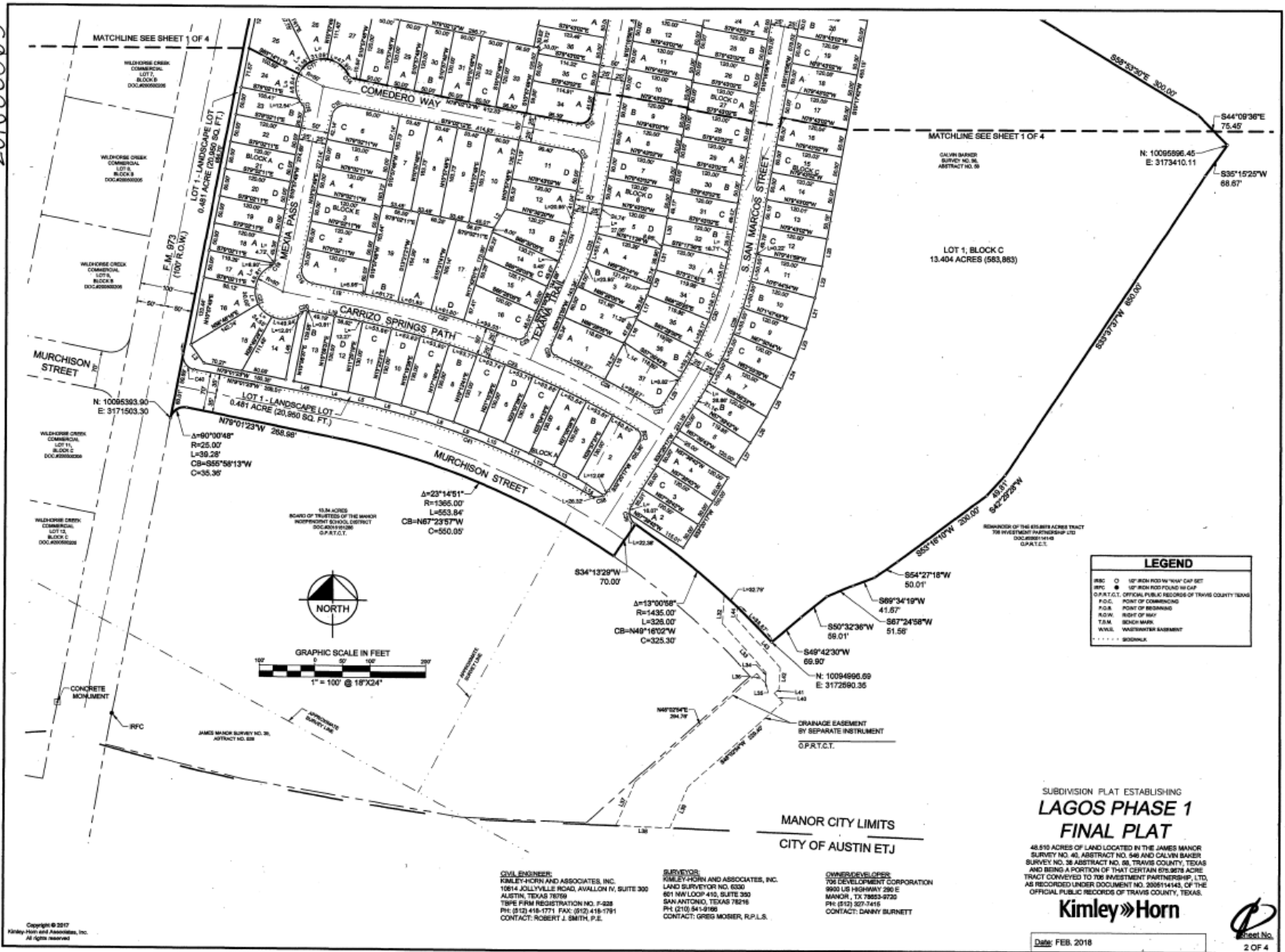
**SURVEYOR**  
 KIMLEY-HORN AND ASSOCIATES, INC.  
 LAND SURVEYOR NO. 6390  
 601 NW LOOP 415, SUITE 300  
 SAN ANTONIO, TEXAS 78216  
 P.E. (SIC) 541-0285  
 CONTACT: GREG MOSEBER, R.P.L.S.

**OWNER/DEVELOPER**  
 THE DEVELOPMENT CORPORATION  
 860 US HIGHWAY 29 E  
 MANOR, TX 78653-8750  
 P.E. (SIC) 357-1515  
 CONTACT: DANNY BURNETT

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 Kimley-Horn and Associates, Inc.  
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N. 100950645  
 SUBDIVISION PLAT ESTABLISHING  
**LAGOS PHASE 1**  
**FINAL PLAT**  
 48.15 ACRES OF LAND LOCATED IN THE JAMES MANOR SURVEY NO. 38 ABSTRACT NO. 68 TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 48.15 ACRES TRACT CONVEYED TO THE INVESTMENT PARTNERSHIP, LTD. AS RECORDED UNDER DOCUMENT NO. 2081146 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.  
**Kimley-Horn**  
 Date: FEB. 2018  
 1 OF 4

201800065



201800065

THE STATE OF TEXAS X  
 COUNTY OF TRAVIS X

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, 706 DEVELOPMENT CORPORATION, A TEXAS CORPORATION, THE OWNER OF 48.510 ACRE TRACT OF LAND IN THE JAMES MANOR SURVEY NUMBER 40, ABSTRACT NUMBER 548, AND CALVIN BAKER SURVEY NUMBER 98, ABSTRACT NUMBER 88, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN CALLED 576.926 ACRE TRACT, CONVEYED TO 706 INVESTMENT PARTNERSHIP, LTD., AS RECORDED UNDER DOCUMENT NUMBER 200511443, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND HITHERTO HEREBY SUBDIVIDED SAID, HAVING BEEN APPROVED FOR SUBDIVISION PURSUANT TO THE PUBLIC NOTIFICATION AND HEARING PROVISION OF CHAPTER 212 AND 232 OF THE LOCAL GOVERNMENT CODE.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS "LAGOS PHASE 1" OF THE CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY SUBDIVIDES SAID 48.510 ACRES OF LAND OF SAID IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT TO BE KNOWN AS "LAGOS PHASE 1" AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, PUBLIC EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSED AND CONSIDERATION THEREON EXPRESSED, SUBJECT TO ANY EASEMENT OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 16 DAY OF February, 2018.

BY: [Signature]  
 706 DEVELOPMENT CORPORATION  
 9900 US HIGHWAY 290 E  
 MANOR, TX 78655-9720

THE STATE OF TEXAS X  
 COUNTY OF TRAVIS X

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 16 DAY OF February, 2018, BY [Signature] AS President OF 706 DEVELOPMENT CORPORATION, ON BEHALF OF SAID CORPORATION.

[Signature]  
 Notary Public  
 My Commission Expires 6/30/2019



CONSENT OF LIENHOLDER

THE UNDERSIGNED, BEING THE HOLDER OF A DEED OF TRUST LIEN DATED \_\_\_\_\_ RECORDED AS DOCUMENT NO. \_\_\_\_\_ IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND THE DEED OF TRUST LIEN DATED \_\_\_\_\_ AND RECORDED AS \_\_\_\_\_ IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS HEREBY CONSENTS TO THE FOREGOING FINAL PLAT AND AGREES THAT ITS DEED OF TRUST LIEN IS SUBJECT TO AND SUBORDINATE TO THE FINAL PLAT, AND THAT THE UNDERSIGNED HAS AUTHORITY TO EXECUTE AND DELIVER THIS CONSENT OF LIENHOLDER, AND THAT ALL NECESSARY ACTS NECESSARY TO BIND THE LIENHOLDER HAVE BEEN TAKEN.

INTERNATIONAL BANK OF COMMERCE  
 BY: [Signature]  
 NAME: Robert Barnes  
 TITLE: President - IBC Austin

THE STATE OF TEXAS X  
 COUNTY OF TRAVIS X

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 8 DAY OF March, 2018, BY [Signature] AS President OF THE INTERNATIONAL BANK OF COMMERCE, ON BEHALF OF SAID BANK.

[Signature]  
 Notary Public  
 My Commission Expires 6-2-2020



THE STATE OF TEXAS X  
 COUNTY OF TRAVIS X

I, ROBERT J. SMITH, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STAND POINT AND COMPLES WITH THE ENGINEERING RELATED PORTION OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

THIS SITE IS LOCATED IN THE COTTONWOOD CREEK WATERSHED.

NO PORTION OF THIS SITE LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 4848305483, EFFECTIVE DATE AUGUST 18, 2014, TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

[Signature]  
 ROBERT J. SMITH, P.E.  
 REGISTERED PROFESSIONAL ENGINEER NO. 106319  
 KIMLEY-HORN AND ASSOCIATES, INC.  
 10914 JOLLYVILLE ROAD  
 AVALLON IV, SUITE 300  
 AUSTIN, TEXAS 78758



CIVIL ENGINEER  
 KIMLEY-HORN AND ASSOCIATES, INC.  
 10914 JOLLYVILLE ROAD, AVALLON IV, SUITE 300  
 AUSTIN, TEXAS 78758  
 TEPER FIRM REGISTRATION NO. F-628  
 PH: (812) 418-0771 FAX: (812) 418-1791  
 CONTACT: ROBERT J. SMITH, P.E.

THE STATE OF TEXAS X  
 COUNTY OF BEAUFORT X

I, JOHN G. MOSSER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEYING RELATED PORTIONS OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE IS TRUE AND CORRECT, AND WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

[Signature]  
 JOHN G. MOSSER  
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6330  
 601 NW LOOP 410, SUITE 300  
 SAN ANTONIO, TEXAS 78216  
 PH: 210-564-9166



GENERAL NOTES:

- PROPERTY OWNERS OF THE LOTS ON WHICH THE WASTEWATER EASEMENTS ARE LOCATED AS SHOWN ON THIS PLAT SHALL PROVIDE ACCESS TO THE CITY OF MANOR IN ORDER FOR THE CITY OF MANOR TO INSPECT AND MAINTAIN THE UNDERGROUND FACILITIES LOCATED WITHIN ANY OF SUCH EASEMENTS.
- A 10' PUBLIC UTILITY AND SIDEWALK EASEMENT IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET RIGHTS OF WAY.
- PUBLIC SIDEWALKS BUILT TO CITY OF MANOR STANDARDS, ARE REQUIRED ALONG ALL STREETS WITHIN THIS SUBDIVISION. THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE ADDING LOT BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE COVERING BODY OR UTILITY COMPANY.
- DRIVEWAY AND DRAINAGE CONSTRUCTION STANDARDS SHALL BE IN ACCORDANCE WITH THE REQUIREMENT OF THE CITY OF MANOR STANDARDS UNLESS OTHERWISE SPECIFIED AND APPROVE BY THE CITY OF MANOR.
- THE OWNER OF THE SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF MANOR, LAGOS RESIDENTIAL COMMUNITY, INC., A TEXAS CORPORATION, AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HDA") WILL OWN THE FOLLOWING LOTS: LOT 1 & 44 BLOCK A. THE HDA WILL MAINTAIN THE FOLLOWING LOT: LOT 1 OF BLOCK C.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO THE CITY OF MANOR WATER AND WASTEWATER SYSTEM.
- NO BUILDINGS SHALL BE CONSTRUCTED OR MAINTAINED WITHIN THE WASTEWATER EASEMENT OR THE UNDERGROUND STORM WATER FACILITIES EASEMENTS WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF MANOR. THE CITY OF MANOR IS NOT RESPONSIBLE FOR THE DAMAGE TO OR REPLACING ANY PORTIONS OF ANY FENCING, LANDSCAPING OR OTHER IMPROVEMENTS CONSTRUCTED WITHIN ANY OF SUCH THREE EASEMENTS WHICH WERE NOT APPROVED BY THE CITY OF MANOR BEFORE THEIR CONSTRUCTION DUE TO THE NECESSARY AND CUSTOMARY WORK BY THE CITY OF MANOR IN REPAIRING, MAINTAINING, OR REPLACING THE UNDERGROUND PIPES AND RELATED FACILITIES WITHIN SUCH EASEMENTS.
- ALL STREETS, DRAINAGE IMPROVEMENTS, SIDEWALKS, WATER AND WASTEWATER LINES, AND EROSION CONTROLS SHALL BE CONSTRUCTED AND INSTALLED TO CITY OF MANOR STANDARDS.
- EROSION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON INDIVIDUAL LOTS, INCLUDING DETACHED SINGLE FAMILY IN ACCORDANCE WITH SECTION 14.4.0 OF THE ENVIRONMENTAL CRITERIA MANUAL.
- ALL STREETS IN THE SUBDIVISION SHALL BE CONSTRUCTED TO CITY OF MANOR URBAN STREET STANDARDS. ALL STREETS WILL BE CONSTRUCTED WITH CURB AND GUTTER.
- PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF MANOR.
- THE SUBDIVISION OWNER/DEVELOPER AS IDENTIFIED ON THIS PLAN IS RESPONSIBLE FOR POSTING FISCAL SURVEY FOR THE CONSTRUCTION OF ALL SIDEWALKS AS SHOWN OR LISTED ON THE PLAN, WHETHER INSTALLED BY THE OWNER/DEVELOPER OR INDIVIDUAL HOMEOWNERS. IT IS THE RESPONSIBILITY OF THE OWNER/DEVELOPER TO ENSURE ALL SIDEWALKS ARE ADA COMPLIANT UNLESS A WAIVER HAS BEEN GRANTED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION.
- DEVELOPMENT FOR THE LOTS WITHIN THIS SUBDIVISION SHALL COMPLY WITH THE LAGOS PLANNED UNIT DEVELOPMENT.

CITY OF MANOR ACKNOWLEDGMENTS

THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF MANOR CORPORATE CITY LIMITS AS OF THIS DATE 15<sup>th</sup> DAY OF March, 2018.

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, ON THIS DATE 13<sup>th</sup> DAY OF Decr 2017

APPROVED: [Signature]  
 WILLIAM JONES, CHAIRPERSON

ATTEST: [Signature]  
 LILIANA TUERNA, CITY SECRETARY

ACCEPTED AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, ON THIS DATE 13<sup>th</sup> DAY OF Decr 2017

APPROVED: [Signature]  
 RITA G. JONES, MAYOR

ATTEST: [Signature]  
 LILIANA TUERNA, CITY SECRETARY



COUNTY OF TRAVIS  
 STATE OF TEXAS

KNOW ALL ME BY THESE PRESENTS: 2018

I, DANA DEBEAUVOUR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS SPECIFICS OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DATE 16 DAY OF MARCH 2018 AT 2:46 O'CLOCK PM (A.M.) RECORDED ON THE DAY OF 16 DAY OF MARCH 2018 AT 2:46 O'CLOCK PM IN THE PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER 201800065 OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 16 DAY OF March 2018

DANA DEBEAUVOUR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

BY: [Signature]  
 Michael P. Gonzales  
 DEPUTY

[Signature]  
 Michael P. Gonzales



SUBDIVISION PLAT ESTABLISHING  
**LAGOS PHASE 1  
 FINAL PLAT**

48.510 ACRES OF LAND LOCATED IN THE JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 548 AND CALVIN BAKER SURVEY NO. 98 ABSTRACT NO. 88, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 676.926 ACRE TRACT CONVEYED TO 706 INVESTMENT PARTNERSHIP, LTD. AS RECORDED UNDER DOCUMENT NO. 200511443, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

**Kimley Horn**

Date: FEB. 2018

Sheet No. 3 OF 4

201800065

LEGAL DESCRIPTION  
48.530 ACRES OF LAND

48.530 acres of land located in James Manor Survey No. 40, Abstract No. 546 and the Calvin Barber Survey No. 38, Abstract No. 58, Travis County, Texas and being a portion of that certain called 675.6978 acres tract conveyed to 706 Investment Partnership, LTD., a Texas limited partnership, as described in Document Number 2005114548, Official Public Records of Travis County, Texas, said 48.530 acres being more particularly described as follows:

COMMENCEMENT at a set N 1/4 inch iron rod with K&A cap, marking the intersection of the southerly right of way line of Blake Manor Road (variable right of way, with the easterly right of way line of F.M. 973 (D007 R.O.M.), same being the northwesterly corner of said 675.6978 acre tract;

THENCE South 15deg 57' 48" West, along the easterly right of way line of F.M. 973, a distance of 402.90 feet, to a set N 1/4 inch iron rod with K&A cap, for the SET N 1/4 INCH ROW WITH K&A CAP OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE leaving the easterly right of way line of said F.M. 973 and into the said 675.6978 acre tract, the following course:

- South 79°02'37" East, a distance of 307.38 feet to a set N 1/4 inch iron rod with K&A cap;
- South 32°25'58" West, a distance of 404.84 feet to a set N 1/4 inch iron rod;
- Southeasterly, along the arc of a curve to the right having a radius of 400.00 feet, a central angle of 67deg 57' 27", an arc length of 51.35 feet and a chord bearing South 75deg 50' 42" East, 21.21 feet, to a set N 1/4 inch iron rod with K&A cap;
- Southeasterly, along the arc of a curve to the left having a radius of 380.00 feet, a central angle of 67deg 50' 40", an arc length of 55.05 feet and a chord bearing South 76deg 17' 51" East, 55.89 feet, to a set N 1/4 inch iron rod with K&A cap;
- Northeasterly, along the arc of a curve to the left having a radius of 15.00 feet, a central angle of 85deg 20' 48", an arc length of 28.84 feet and a chord bearing North 56deg 00' 22" East, 21.48 feet, to a set N 1/4 inch iron rod with K&A cap;
- North 30°25'58" East, a distance of 3.89 feet to a set N 1/4 inch iron rod with K&A cap;
- South 79°42'02" East, a distance of 50.00 feet to a set N 1/4 inch iron rod with K&A cap;
- South 32°26'38" West, a distance of 4.54 feet to a set N 1/4 inch iron rod with K&A cap;
- Southeasterly, along the arc of a curve to the left having a radius of 15.00 feet, a central angle of 85deg 10' 10", an arc length of 23.37 feet and a chord bearing South 34deg 23' 02" East, 21.08 feet, to a set N 1/4 inch iron rod with K&A cap;
- South 78°59'33" East, a distance of 222.02 feet to a set N 1/4 inch iron rod with K&A cap;
- Northeasterly, along the arc of a curve to the left having a radius of 15.00 feet, a central angle of 86deg 43' 50", an arc length of 23.75 feet and a chord bearing North 55deg 38' 52" East, 21.35 feet, to a set N 1/4 inch iron rod with K&A cap;
- South 78°52'57" East, a distance of 50.00 feet to a set N 1/4 inch iron rod with K&A cap;
- Southeasterly, along the arc of a curve to the left having a radius of 15.00 feet, a central angle of 85deg 16' 50", an arc length of 23.37 feet and a chord bearing South 34deg 23' 02" East, 21.08 feet, to a set N 1/4 inch iron rod with K&A cap;
- South 7°20'40" West, a distance of 65.00 feet to a set N 1/4 inch iron rod with K&A cap;
- Southeasterly, along the arc of a curve to the left having a radius of 15.00 feet, a central angle of 86deg 43' 50", an arc length of 23.75 feet and a chord bearing South 55deg 38' 52" West, 21.35 feet, to a set N 1/4 inch iron rod with K&A cap;
- South 10°28'58" West, a distance of 104.83 feet to a set N 1/4 inch iron rod with K&A cap;
- South 78°09'39" East, a distance of 107.23 feet to a set N 1/4 inch iron rod with K&A cap;
- South 78°27'57" East, a distance of 49.99 feet to a set N 1/4 inch iron rod with K&A cap;
- South 70°26'40" East, a distance of 46.89 feet to a set N 1/4 inch iron rod with K&A cap;
- South 57°32'28" East, a distance of 46.89 feet to a set N 1/4 inch iron rod with K&A cap;
- South 64°38'38" East, a distance of 48.99 feet to a set N 1/4 inch iron rod with K&A cap;
- South 62°39'03" East, a distance of 48.99 feet to a set N 1/4 inch iron rod with K&A cap;
- South 58°22'33" East, a distance of 50.00 feet to a set N 1/4 inch iron rod with K&A cap;
- South 58°39'39" East, a distance of 50.00 feet to a set N 1/4 inch iron rod with K&A cap;
- South 54°18'58" East, a distance of 75.45 feet to a set N 1/4 inch iron rod with K&A cap;
- South 32°21'25" West, a distance of 68.42 feet to a set N 1/4 inch iron rod with K&A cap;
- South 32°23'23" West, a distance of 65.00 feet to a set N 1/4 inch iron rod with K&A cap;
- South 42°28'38" West, a distance of 48.99 feet to a set N 1/4 inch iron rod with K&A cap;
- South 52°28'38" West, a distance of 200.00 feet to a set N 1/4 inch iron rod with K&A cap;
- South 54°27'28" West, a distance of 50.00 feet to a set N 1/4 inch iron rod with K&A cap;
- South 58°24'22" West, a distance of 41.27 feet to a set N 1/4 inch iron rod with K&A cap;
- South 57°24'58" West, a distance of 51.58 feet to a set N 1/4 inch iron rod with K&A cap;
- South 50°23'28" West, a distance of 59.20 feet to a set N 1/4 inch iron rod with K&A cap;
- South 48°42'30" West, a distance of 68.90 feet to a set N 1/4 inch iron rod with K&A cap;
- Northeasterly, along the arc of a curve to the left having a radius of 1495.00 feet, a central angle of 28deg 00' 58", an arc length of 256.00 feet and a chord bearing North 85deg 18' 02" West, 225.30 feet, to a set N 1/4 inch iron rod with K&A cap;
- South 54°23'28" West, a distance of 70.00 feet to a set N 1/4 inch iron rod with K&A cap located in the northerly line of that certain 13.34 acre tract conveyed to Board Trustees of the Manor Independent School District, as described in Document Number 201511286, Official Public Records of Travis County, Texas;

THENCE along the said 13.34 acre tract, the following course:

- Northeasterly, along the arc of a curve to the left having a radius of 1385.00 feet, a central angle of 28deg 14' 51", an arc length of 253.84 feet and a chord bearing North 69deg 28' 53" West, 190.00 feet, to a set N 1/4 inch iron rod with K&A cap;
- North 79°12'22" West, a distance of 208.88 feet to a set N 1/4 inch iron rod with K&A cap;
- Southeasterly, along the arc of a curve to the left having a radius of 25.00 feet, a central angle of 85deg 03' 48", an arc length of 35.26 feet and a chord bearing South 55deg 38' 52" West, 35.36 feet, to a set N 1/4 inch iron rod with K&A cap located in the easterly right of way line F.M. 973;

THENCE North 10°27'40" East, along the easterly right of way line F.M. 973, a distance of 1980.00 feet, to the POINT OF BEGINNING and containing 48.530 acres (1,133,126 square feet) of land, more or less.

Note: Bearings are based on the Texas State Plane Coordinate System (Central Zone, NAD83) which is based GPS observation.

LAGOS PHASE 1  
GENERAL INFORMATION:

TOTAL ACREAGE.....	48.510 ACRES
LINEAR FOOT OF 50' ROW.....	4,449'
LINEAR FOOT OF 70' ROW.....	1,375'
NUMBER OF SINGLE FAMILY LOTS.....	118
ACREAGE OF SINGLE FAMILY LOTS.....	25,284 ACRES
NUMBER OF NON-RESIDENTIAL LOTS.....	5
ACREAGE OF NON-RESIDENTIAL LOTS.....	23,226 ACRES
TOTAL NUMBER OF LOTS.....	123

SUBDIVISION PLAT ESTABLISHING  
**LAGOS PHASE 1**  
**FINAL PLAT**

48.610 ACRES OF LAND LOCATED IN THE JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 546 AND CALVIN BAKER SURVEY NO. 38 ABSTRACT NO. 58, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 675.6978 ACRE TRACT CONVEYED TO 706 INVESTMENT PARTNERSHIP, LTD. AS RECORDED UNDER DOCUMENT NO. 2005114548 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

**Kimley»Horn**



CIVIL ENGINEER:  
KIMLEY-HORN AND ASSOCIATES, INC.  
19814 JOLLYVILLE ROAD, AVALON IV, SUITE 500  
AUSTIN, TEXAS 78759  
TELEPHONE REGISTRATION NO. F-628  
PH: (512) 418-1771 FAX: (512) 418-1791  
CONTACT: ROBERT J. SMITH, P.E.

SURVEYOR:  
KIMLEY-HORN AND ASSOCIATES, INC.  
LAND SURVEYOR NO. 6330  
AUSTIN, TEXAS 78759  
601 NW LOOP 410, SUITE 200  
SAN ANTONIO, TEXAS 78216  
PH: (210) 841-6766  
CONTACT: GREG MOBIER, R.P.L.S.

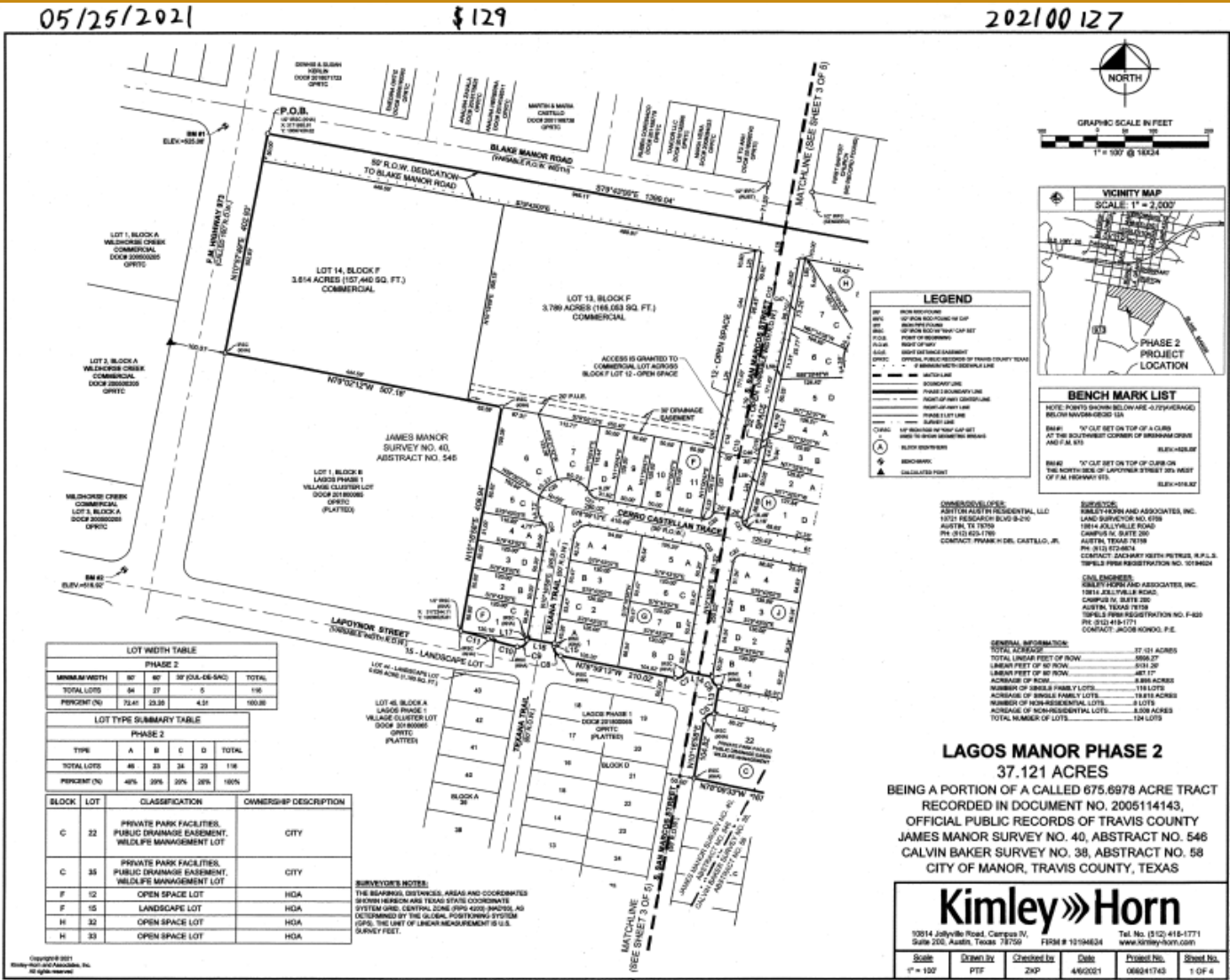
OWNER/DEVELOPER:  
706 DEVELOPMENT CORPORATION  
9602 US HIGHWAY 290 E  
MANOR, TX 78648-7420  
PH: (512) 327-7410  
CONTACT: DANNY BURNETT

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Date: FEB. 2018

Sheet No.  
4 OF 4

EXHIBIT S-2 – PHASE 2 PLAT







05/25/2021

\$129

202100127

AREAS AND BOUNDARIES DESCRIBED BY PLAT

BEING A 2.54 ACRES 1/4 SECTION SQUARE FEET TRACT OF LAND BEING IN THE JAMES MANOR SURVEY NO. 40 AND THE CALVIN BAKER SURVEY NO. 38, ABSTRACT NO. 540, CITY OF MANOR, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 675.6978 ACRE TRACT OF LAND...

TRINCE, ALONG THE SOUTHERLY 89.67'-00" ANY LINE OF SAID BLANK MANOR ROAD THE FOLLOWING FOUR (4) CORNERS AND DISTANCES: 1. SOUTH 77'-00" EAST, 168.55 FEET TO A 10-63/64 INCH BORN ROD WITH PLASTIC SURVEYORS CAP STAMPED '94' SET FOR AN INTERIOR CORNER OF THIS TRACT...

TRINCE, DESCRIBING THE SOUTHERLY 89.67'-00" ANY LINE OF SAID BLANK MANOR ROAD AND CROSSING SAID STATIONARY TRACT THE FOLLOWING TWO (2) CORNERS AND DISTANCES: 1. SOUTH 57'-00" WEST, 84.55 FEET TO 1/2" BORN ROD WITH PLASTIC SURVEYORS CAP STAMPED '94' SET FOR AN ANGLE CORNER OF THIS TRACT...

TRINCE, ALONG THE NORTHERLY BOUNDARY OF THIS LAGOS PHASE 1 THE FOLLOWING THIRTY-FIVE (35) CORNERS AND DISTANCES: 1. NORTH 47'-00" WEST, 16.45 FEET TO A 1/4" BORN ROD WITH PLASTIC SURVEYORS CAP STAMPED '94' SET FOR AN ANGLE CORNER OF THIS TRACT...

TRINCE, ALONG THE NORTHERLY BOUNDARY OF THIS LAGOS PHASE 1 THE FOLLOWING THIRTY-FIVE (35) CORNERS AND DISTANCES: 1. NORTH 47'-00" WEST, 16.45 FEET TO A 1/4" BORN ROD WITH PLASTIC SURVEYORS CAP STAMPED '94' SET FOR AN ANGLE CORNER OF THIS TRACT...

TRINCE, NORTH 107'-00" EAST, 45.55 FEET TO THE POINT OF BEGINNING, AND CONTAINING 77.00 ACRES OF LAND IN TRAVIS COUNTY, TEXAS, THE BARS OF BEARING FOR THIS DESCRIPTION ON THE YEAR'S STATE PLANE COORDINATE SYSTEM (GCS), FEDERAL ZONE 49N (NAD83), THIS DOCUMENT WAS PREPARED IN THE OFFICE OF KIMLEY-HORN AND ASSOCIATES, INC. IN AUSTIN, TEXAS.

Table with 3 columns: LOT TABLE, LOT TABLE, LOT TABLE. Each column contains columns for LOTS, AREA, and SOFT. The table lists various lot numbers and their corresponding areas.

Table with 2 columns: CURVE TABLE, CURVE TABLE. Each column contains columns for NO., DELTA, BEARING, LENGTH, CHORD BEARING, CHORD LENGTH, CHORD AREA, and CHORD PERCENT. The table lists curve data for various lots.

Table with 4 columns: LINE TABLE, LINE TABLE, LINE TABLE, LINE TABLE. Each column contains columns for LINE NO., BEARING, LENGTH, and POINT NO. The table lists line data for various lots.

CORNER LOCATIONS: AUSTIN AUSTIN PRESIDENTIAL LLC 1201 RESEARCH BLVD #210 AUSTIN, TX 78702 PROJECT NO. 201-0457180 CONTACT: FRANK R. DEL CASTILLO, JR.

C. ANDERSON

LAGOS MANOR PHASE 2 37.121 ACRES BEING A PORTION OF A CALLED 675.6978 ACRE TRACT RECORDED IN DOCUMENT NO. 2005114143, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 546 CALVIN BAKER SURVEY NO. 38, ABSTRACT NO. 58 CITY OF MANOR, TRAVIS COUNTY, TEXAS

Kimley Horn logo and contact information: 10814 Jollyville Road, Campus IV, Suite 200, Austin, Texas 78759. Tel No. (512) 418-1771. www.kimley-horn.com

05/25/2021

129

202100127

THE STATE OF TEXAS  
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, ASHTON ALSTON RESIDENTIAL, LLC, THE OWNER OF 37.121 ACRE TRACT OF LAND IN THE JAMES MANOR SURVEY NUMBER 40, ABSTRACT NUMBER 548, AND CALVIN BAKER SURVEY NUMBER 38, ABSTRACT NUMBER 18 TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN CALLED 474 BETH ACRE TRACT CONVEYED TO THE INVESTMENT PARTNERSHIP, L.P.S. AS RECORDED UNDER DOCUMENT NUMBER 2005114143, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND DO HEREBY SUBSCRIBE SAID MAPS HAVING BEEN APPROVED FOR SUPERVISION PURSUANT TO THE PUBLIC NOTIFICATION AND HEARING PROVISIONS OF CHAPTER 210 AND 220 OF THE LOCAL GOVERNMENT CODE.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED OWNER OF THE LAND SHOWN ON THIS PLAN, AND DESIGNATED HEREIN AS LAGOS PHASE 2 OF THE CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY SUBSCRIBES SAID 48,110 ACRES OF LAND OF SAID IN ACCORDANCE WITH THE ATTACHED MAP ON PLAT TO BE KNOWN AS LAGOS PHASE 2 AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, RECREATIONAL, DRAINAGE, PUBLIC BARRIERS, AND PUBLIC PLACES THEREIN SHOWN FOR THE PROPOSED AND CONSIDERATION THEREIN SUBMITTED, SUBJECT TO ANY EASEMENT OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS DAY April 9 2021

BY: [Signature]  
ASHTON ALSTON RESIDENTIAL, LLC  
1101 RESEARCH BLVD B-210  
AUSTIN, TX 78758

THE STATE OF TEXAS  
COUNTY OF TRAVIS

THIS INSTRUMENT HAS BEEN APPROVED BEFORE ME ON THIS 7th DAY OF April, 2021, BY [Signature] Wendy D. Otter NOTARY PUBLIC, MY COMMISSION EXPIRES 10/17/2023

THE STATE OF TEXAS  
COUNTY OF TRAVIS

I, JACOB KONDO, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAN IS PHASE 2 FROM AN ENGINEERING STAND POINT AND COMPLES WITH THE ENGINEERING RELATED PORTION OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

THIS SITE IS LOCATED IN THE COTTONWOOD CREEK WATERSHED.

NO PORTION OF THIS SITE LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 4982024816 EFFECTIVE DATE AUGUST 16, 2014, TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

JACOB KONDO, P.E.  
REGISTERED PROFESSIONAL ENGINEER No. 119910  
KIMLEY HORN AND ASSOCIATES, INC.  
10614 JOLLYVILLE ROAD  
CAMPUS IV, SUITE 200  
AUSTIN, TEXAS 78759

1. I, DANNY BETH PETRUS, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAN IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MAPS SHOWN BY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER SUPERVISION. THIS PLAN COMPLES WITH ALL HILLTOPPING CITY SUBDIVISION REGULATIONS.

DANNY BETH PETRUS, P.L.S.  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5790  
10614 JOLLYVILLE ROAD  
CAMPUS IV, SUITE 200  
AUSTIN, TEXAS 78759  
PH: (512) 571-8614  
DANNYBETH@KIMLEYHORN.COM

CITY OF MANOR ACKNOWLEDGMENTS

THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF MANOR CORPORATE CITY LIMITS AS OF THIS DATE, 12th DAY OF April, 2021.

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, ON THIS DATE, 14th DAY OF April, 2021.

APPROVED: [Signature] ATTEST: [Signature]  
HELP TRYON, CHAIRPERSON LUVINA ALVARADO, CITY SECRETARY

ACCEPTED AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, ON THIS DATE, 14th DAY OF April, 2021.

APPROVED: [Signature] ATTEST: [Signature]  
DE LAPEYRER, MAYOR LUVINA ALVARADO, CITY SECRETARY

COUNTY OF TRAVIS  
STATE OF TEXAS

KNOW ALL ME BY THESE PRESENTS:

I, DANA DEBBARAW, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WITTING ANALYSIS CERTIFICATE OF ADVERTISING AND FILED FOR RECORD IN MY OFFICE ON THE DATE of April 21st 2021 AT 10:00 O'CLOCK P.M. IS IN THE PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER 202100127 OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 22nd DAY OF May, 2021

DANA DEBBARAW, COUNTY CLERK, TRAVIS COUNTY, TEXAS

RIGHT OF WAY  
BUILDING SETBACK DETAIL BY LOT TYPE  
NOT TO SCALE

20' SB	22.5' SB	25' SB	27.5' SB	VARIABLE
10' SB	10' SB	10' SB	10' SB	10' SB

RIGHT OF WAY SIDE YARD  
15' SB

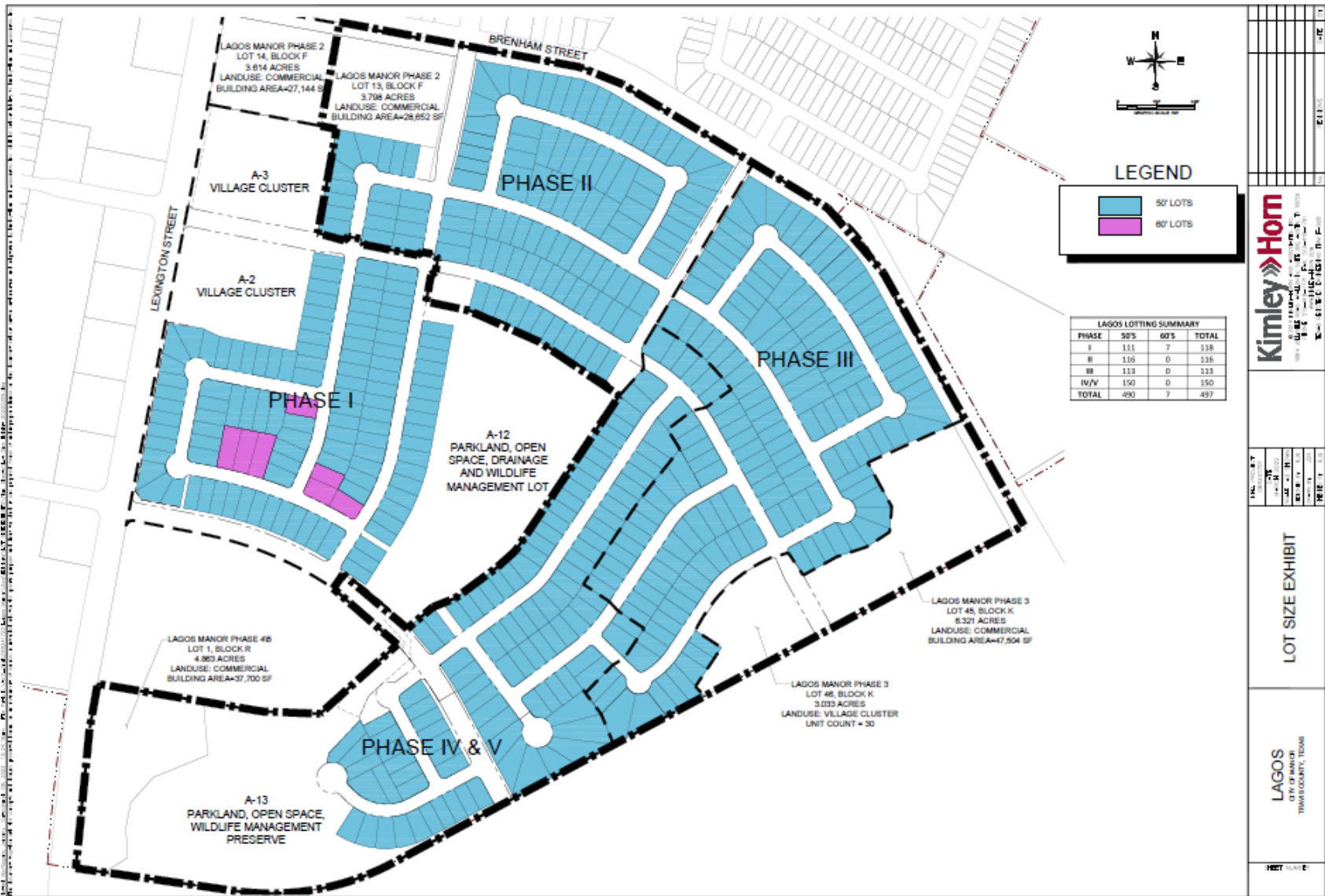
REAR LOT

LAGOS MANOR PHASE 2  
37.121 ACRES  
BEING A PORTION OF A CALLED 675.6978 ACRE TRACT RECORDED IN DOCUMENT NO. 2005114143, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 548 CALVIN BAKER SURVEY NO. 38, ABSTRACT NO. 58 CITY OF MANOR, TRAVIS COUNTY, TEXAS

Kimley Horn  
10614 Jollyville Road, Campus IV, Suite 200, Austin, Texas 78759  
Tel. No. (512) 418-1771  
www.kimley-horn.com  
FIRM # 10194024

Scale	Drawn By	Checked By	Date	Project No.	Sheet No.
N/A	FTF	ZWP	4/8/2021	08221173	4 OF 4

EXHIBIT T – LOT TYPE MAP



**EXHIBIT U-1 – LOT TYPE 1 BUYER DISCLOSURE****NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
MANOR, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

\_\_\_\_\_  
STREET ADDRESS

**LOT TYPE 1 PRINCIPAL ASSESSMENT: \$3,326.77**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Lagos Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

\_\_\_\_\_  
<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER]<sup>2</sup>

<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§  
§  
§

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.



[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

§  
§  
§

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

## ANNUAL INSTALLMENTS - LOT TYPE 1

Annual Installments Due	Principal	Interest <sup>1</sup>	Additional Interest	Annual Collection Costs	Total Annual Installment
1/31/2023	\$ 74.82	\$ 148.29	\$ 16.63	\$ 20.74	\$ 260.49
1/31/2024	\$ 74.82	\$ 145.48	\$ 16.26	\$ 21.16	\$ 257.72
1/31/2025	\$ 80.58	\$ 142.68	\$ 15.89	\$ 21.58	\$ 260.72
1/31/2026	\$ 80.58	\$ 139.65	\$ 15.48	\$ 22.01	\$ 257.73
1/31/2027	\$ 80.58	\$ 136.33	\$ 15.08	\$ 22.45	\$ 254.44
1/31/2028	\$ 86.33	\$ 133.01	\$ 14.68	\$ 22.90	\$ 256.92
1/31/2029	\$ 86.33	\$ 129.44	\$ 14.25	\$ 23.36	\$ 253.38
1/31/2030	\$ 92.09	\$ 125.88	\$ 13.81	\$ 23.82	\$ 255.61
1/31/2031	\$ 92.09	\$ 122.08	\$ 13.35	\$ 24.30	\$ 251.83
1/31/2032	\$ 97.85	\$ 117.94	\$ 12.89	\$ 24.79	\$ 253.47
1/31/2033	\$ 103.60	\$ 113.54	\$ 12.40	\$ 25.28	\$ 254.83
1/31/2034	\$ 109.36	\$ 108.88	\$ 11.89	\$ 25.79	\$ 255.91
1/31/2035	\$ 109.36	\$ 103.95	\$ 11.34	\$ 26.30	\$ 250.95
1/31/2036	\$ 115.11	\$ 99.03	\$ 10.79	\$ 26.83	\$ 251.77
1/31/2037	\$ 120.87	\$ 93.85	\$ 10.22	\$ 27.37	\$ 252.30
1/31/2038	\$ 126.62	\$ 88.41	\$ 9.61	\$ 27.91	\$ 252.56
1/31/2039	\$ 132.38	\$ 82.72	\$ 8.98	\$ 28.47	\$ 252.55
1/31/2040	\$ 138.14	\$ 76.76	\$ 8.32	\$ 29.04	\$ 252.25
1/31/2041	\$ 143.89	\$ 70.54	\$ 7.63	\$ 29.62	\$ 251.68
1/31/2042	\$ 149.65	\$ 63.89	\$ 6.91	\$ 30.21	\$ 250.66
1/31/2043	\$ 155.40	\$ 56.97	\$ 6.16	\$ 30.82	\$ 249.35
1/31/2044	\$ 161.16	\$ 49.78	\$ 5.38	\$ 31.44	\$ 247.75
1/31/2045	\$ 166.91	\$ 42.33	\$ 4.58	\$ 32.06	\$ 245.88
1/31/2046	\$ 172.67	\$ 34.61	\$ 3.74	\$ 32.71	\$ 243.72
1/31/2047	\$ 184.18	\$ 26.62	\$ 2.88	\$ 33.36	\$ 247.04
1/31/2048	\$ 189.94	\$ 18.10	\$ 1.96	\$ 34.03	\$ 244.02
1/31/2049	\$ 201.45	\$ 9.32	\$ 1.01	\$ 34.71	\$ 246.48
<b>Total</b>	<b>\$ 3,326.77</b>	<b>\$ 2,480.08</b>	<b>\$ 272.10</b>	<b>\$ 733.06</b>	<b>\$ 6,812.00</b>

<sup>1</sup> Interest is calculated at the rate of the Major Improvement Area Bonds.

*Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

**EXHIBIT U-2 – LOT TYPE 2 BUYER DISCLOSURE****NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
MANOR, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

\_\_\_\_\_  
STREET ADDRESS

**LOT TYPE 2 PRINCIPAL ASSESSMENT: \$3,511.59**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Lagos Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

\_\_\_\_\_  
<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER]<sup>2</sup>

<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§  
§  
§

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

§  
§  
§

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

## ANNUAL INSTALLMENTS - LOT TYPE 2

Annual Installments Due	Principal	Interest <sup>1</sup>	Additional Interest	Annual Collection Costs	Total Annual Installment
1/31/2023	\$ 78.98	\$ 156.53	\$ 17.56	\$ 21.89	\$ 274.96
1/31/2024	\$ 78.98	\$ 153.56	\$ 17.16	\$ 22.33	\$ 272.04
1/31/2025	\$ 85.06	\$ 150.60	\$ 16.77	\$ 22.78	\$ 275.20
1/31/2026	\$ 85.06	\$ 147.41	\$ 16.34	\$ 23.23	\$ 272.04
1/31/2027	\$ 85.06	\$ 143.90	\$ 15.92	\$ 23.70	\$ 268.57
1/31/2028	\$ 91.13	\$ 140.40	\$ 15.49	\$ 24.17	\$ 271.19
1/31/2029	\$ 91.13	\$ 136.64	\$ 15.04	\$ 24.65	\$ 267.46
1/31/2030	\$ 97.21	\$ 132.88	\$ 14.58	\$ 25.15	\$ 269.81
1/31/2031	\$ 97.21	\$ 128.87	\$ 14.09	\$ 25.65	\$ 265.82
1/31/2032	\$ 103.28	\$ 124.49	\$ 13.61	\$ 26.16	\$ 267.55
1/31/2033	\$ 109.36	\$ 119.85	\$ 13.09	\$ 26.69	\$ 268.98
1/31/2034	\$ 115.43	\$ 114.92	\$ 12.55	\$ 27.22	\$ 270.12
1/31/2035	\$ 115.43	\$ 109.73	\$ 11.97	\$ 27.77	\$ 264.90
1/31/2036	\$ 121.51	\$ 104.54	\$ 11.39	\$ 28.32	\$ 265.76
1/31/2037	\$ 127.58	\$ 99.07	\$ 10.78	\$ 28.89	\$ 266.32
1/31/2038	\$ 133.66	\$ 93.33	\$ 10.15	\$ 29.46	\$ 266.60
1/31/2039	\$ 139.73	\$ 87.31	\$ 9.48	\$ 30.05	\$ 266.58
1/31/2040	\$ 145.81	\$ 81.02	\$ 8.78	\$ 30.66	\$ 266.27
1/31/2041	\$ 151.89	\$ 74.46	\$ 8.05	\$ 31.27	\$ 265.67
1/31/2042	\$ 157.96	\$ 67.44	\$ 7.29	\$ 31.89	\$ 264.58
1/31/2043	\$ 164.04	\$ 60.13	\$ 6.50	\$ 32.53	\$ 263.20
1/31/2044	\$ 170.11	\$ 52.54	\$ 5.68	\$ 33.18	\$ 261.52
1/31/2045	\$ 176.19	\$ 44.68	\$ 4.83	\$ 33.85	\$ 259.54
1/31/2046	\$ 182.26	\$ 36.53	\$ 3.95	\$ 34.52	\$ 257.26
1/31/2047	\$ 194.41	\$ 28.10	\$ 3.04	\$ 35.21	\$ 260.76
1/31/2048	\$ 200.49	\$ 19.11	\$ 2.07	\$ 35.92	\$ 257.58
1/31/2049	\$ 212.64	\$ 9.83	\$ 1.06	\$ 36.64	\$ 260.17
<b>Total</b>	<b>\$ 3,511.59</b>	<b>\$ 2,617.86</b>	<b>\$ 287.22</b>	<b>\$ 773.78</b>	<b>\$ 7,190.45</b>

<sup>1</sup> Interest is calculated at the rate of the Major Improvement Area Bonds.

*Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*



**EXHIBIT U-3 – LOT TYPE 3 BUYER DISCLOSURE****NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
MANOR, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

\_\_\_\_\_  
STREET ADDRESS

**LOT TYPE 3 PRINCIPAL ASSESSMENT: \$2,840.07 (Per Cluster Home)**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Lagos Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

\_\_\_\_\_  
<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER]<sup>2</sup>

<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

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§

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

§  
§  
§

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

### ANNUAL INSTALLMENTS - LOT TYPE 3 (Per Cluster Home)

Annual Installments Due	Principal	Interest <sup>1</sup>	Additional Interest	Annual Collection Costs	Total Annual Installment
1/31/2023	\$ 63.88	\$ 126.59	\$ 14.20	\$ 17.71	\$ 222.38
1/31/2024	\$ 63.88	\$ 124.20	\$ 13.88	\$ 18.06	\$ 220.02
1/31/2025	\$ 68.79	\$ 121.80	\$ 13.56	\$ 18.42	\$ 222.58
1/31/2026	\$ 68.79	\$ 119.22	\$ 13.22	\$ 18.79	\$ 220.02
1/31/2027	\$ 68.79	\$ 116.39	\$ 12.87	\$ 19.17	\$ 217.22
1/31/2028	\$ 73.70	\$ 113.55	\$ 12.53	\$ 19.55	\$ 219.33
1/31/2029	\$ 73.70	\$ 110.51	\$ 12.16	\$ 19.94	\$ 216.31
1/31/2030	\$ 78.62	\$ 107.47	\$ 11.79	\$ 20.34	\$ 218.22
1/31/2031	\$ 78.62	\$ 104.22	\$ 11.40	\$ 20.75	\$ 214.99
1/31/2032	\$ 83.53	\$ 100.69	\$ 11.01	\$ 21.16	\$ 216.38
1/31/2033	\$ 88.45	\$ 96.93	\$ 10.59	\$ 21.58	\$ 217.55
1/31/2034	\$ 93.36	\$ 92.95	\$ 10.15	\$ 22.02	\$ 218.47
1/31/2035	\$ 93.36	\$ 88.75	\$ 9.68	\$ 22.46	\$ 214.24
1/31/2036	\$ 98.27	\$ 84.55	\$ 9.21	\$ 22.90	\$ 214.94
1/31/2037	\$ 103.19	\$ 80.12	\$ 8.72	\$ 23.36	\$ 215.39
1/31/2038	\$ 108.10	\$ 75.48	\$ 8.21	\$ 23.83	\$ 215.62
1/31/2039	\$ 113.01	\$ 70.61	\$ 7.67	\$ 24.31	\$ 215.60
1/31/2040	\$ 117.93	\$ 65.53	\$ 7.10	\$ 24.79	\$ 215.35
1/31/2041	\$ 122.84	\$ 60.22	\$ 6.51	\$ 25.29	\$ 214.86
1/31/2042	\$ 127.75	\$ 54.54	\$ 5.90	\$ 25.79	\$ 213.99
1/31/2043	\$ 132.67	\$ 48.63	\$ 5.26	\$ 26.31	\$ 212.87
1/31/2044	\$ 137.58	\$ 42.50	\$ 4.59	\$ 26.84	\$ 211.51
1/31/2045	\$ 142.50	\$ 36.13	\$ 3.91	\$ 27.37	\$ 209.91
1/31/2046	\$ 147.41	\$ 29.54	\$ 3.19	\$ 27.92	\$ 208.07
1/31/2047	\$ 157.24	\$ 22.73	\$ 2.46	\$ 28.48	\$ 210.90
1/31/2048	\$ 162.15	\$ 15.45	\$ 1.67	\$ 29.05	\$ 208.32
1/31/2049	\$ 171.98	\$ 7.95	\$ 0.86	\$ 29.63	\$ 210.42
<b>Total</b>	<b>\$ 2,840.07</b>	<b>\$ 2,117.25</b>	<b>\$ 232.29</b>	<b>\$ 625.81</b>	<b>\$ 5,815.43</b>

<sup>1</sup> Interest is calculated at the rate of the Major Improvement Area Bonds.

*Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

**EXHIBIT U-4 – LOT TYPE 4 BUYER DISCLOSURE****NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
MANOR, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

\_\_\_\_\_  
STREET ADDRESS

**LOT TYPE 4 PRINCIPAL ASSESSMENT: \$136,700.13**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Lagos Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

\_\_\_\_\_  
<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.



[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER]<sup>2</sup>

<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§  
§  
§

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

§  
§  
§

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

### ANNUAL INSTALLMENTS - LOT TYPE 4

Annual Installments Due	Principal	Interest <sup>1</sup>	Additional Interest Reserve	Annual Collection Costs	Total Annual Installment
1/31/2023	\$ 3,074.57	\$ 6,093.27	\$ 683.50	\$ 852.25	\$ 10,703.58
1/31/2024	\$ 3,074.57	\$ 5,977.97	\$ 668.13	\$ 869.29	\$ 10,589.96
1/31/2025	\$ 3,311.08	\$ 5,862.67	\$ 652.75	\$ 886.68	\$ 10,713.18
1/31/2026	\$ 3,311.08	\$ 5,738.51	\$ 636.20	\$ 904.41	\$ 10,590.19
1/31/2027	\$ 3,311.08	\$ 5,601.93	\$ 619.64	\$ 922.50	\$ 10,455.14
1/31/2028	\$ 3,547.58	\$ 5,465.34	\$ 603.09	\$ 940.95	\$ 10,556.96
1/31/2029	\$ 3,547.58	\$ 5,319.01	\$ 585.35	\$ 959.77	\$ 10,411.71
1/31/2030	\$ 3,784.09	\$ 5,172.67	\$ 567.61	\$ 978.96	\$ 10,503.33
1/31/2031	\$ 3,784.09	\$ 5,016.58	\$ 548.69	\$ 998.54	\$ 10,347.90
1/31/2032	\$ 4,020.59	\$ 4,846.29	\$ 529.77	\$ 1,018.51	\$ 10,415.17
1/31/2033	\$ 4,257.10	\$ 4,665.37	\$ 509.67	\$ 1,038.88	\$ 10,471.01
1/31/2034	\$ 4,493.60	\$ 4,473.80	\$ 488.38	\$ 1,059.66	\$ 10,515.44
1/31/2035	\$ 4,493.60	\$ 4,271.58	\$ 465.92	\$ 1,080.85	\$ 10,311.96
1/31/2036	\$ 4,730.11	\$ 4,069.37	\$ 443.45	\$ 1,102.47	\$ 10,345.40
1/31/2037	\$ 4,966.61	\$ 3,856.52	\$ 419.80	\$ 1,124.52	\$ 10,367.45
1/31/2038	\$ 5,203.12	\$ 3,633.02	\$ 394.96	\$ 1,147.01	\$ 10,378.11
1/31/2039	\$ 5,439.62	\$ 3,398.88	\$ 368.95	\$ 1,169.95	\$ 10,377.40
1/31/2040	\$ 5,676.13	\$ 3,154.10	\$ 341.75	\$ 1,193.35	\$ 10,365.33
1/31/2041	\$ 5,912.64	\$ 2,898.67	\$ 313.37	\$ 1,217.22	\$ 10,341.89
1/31/2042	\$ 6,149.14	\$ 2,625.21	\$ 283.81	\$ 1,241.56	\$ 10,299.72
1/31/2043	\$ 6,385.65	\$ 2,340.81	\$ 253.06	\$ 1,266.39	\$ 10,245.91
1/31/2044	\$ 6,622.15	\$ 2,045.48	\$ 221.13	\$ 1,291.72	\$ 10,180.48
1/31/2045	\$ 6,858.66	\$ 1,739.20	\$ 188.02	\$ 1,317.55	\$ 10,103.43
1/31/2046	\$ 7,095.16	\$ 1,421.99	\$ 153.73	\$ 1,343.90	\$ 10,014.78
1/31/2047	\$ 7,568.17	\$ 1,093.84	\$ 118.25	\$ 1,370.78	\$ 10,151.05
1/31/2048	\$ 7,804.68	\$ 743.81	\$ 80.41	\$ 1,398.20	\$ 10,027.10
1/31/2049	\$ 8,277.69	\$ 382.84	\$ 41.39	\$ 1,426.16	\$ 10,128.08
<b>Total</b>	<b>\$ 136,700.13</b>	<b>\$ 101,908.72</b>	<b>\$ 11,180.79</b>	<b>\$ 30,122.03</b>	<b>\$ 279,911.67</b>

<sup>1</sup>Interest is calculated at the rate of the Major Improvement Area Bonds.

*Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

**EXHIBIT U-5 – LOT TYPE 5 BUYER DISCLOSURE****NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
MANOR, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

\_\_\_\_\_  
STREET ADDRESS

**LOT TYPE 5 PRINCIPAL ASSESSMENT: \$18,818.32**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Lagos Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

\_\_\_\_\_  
<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER]<sup>2</sup>

<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

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COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.



[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

## ANNUAL INSTALLMENTS - LOT TYPE 5

Annual Installments Due	Major Improvement Area Bonds			Improvement Area #1 Reimbursement Obligation		Annual Collection Costs	Total Annual Installment
	Principal	Interest	Additional Interest	Principal	Interest		
1/31/2023	\$ 100.34	\$ 198.85	\$ 22.31	\$ 217.47	\$ 646.07	\$ 117.32	\$ 1,302.36
1/31/2024	\$ 100.34	\$ 195.09	\$ 21.80	\$ 228.13	\$ 636.28	\$ 119.67	\$ 1,301.31
1/31/2025	\$ 108.06	\$ 191.33	\$ 21.30	\$ 238.79	\$ 626.02	\$ 122.06	\$ 1,307.55
1/31/2026	\$ 108.06	\$ 187.28	\$ 20.76	\$ 249.45	\$ 615.27	\$ 124.50	\$ 1,305.32
1/31/2027	\$ 108.06	\$ 182.82	\$ 20.22	\$ 260.11	\$ 604.05	\$ 126.99	\$ 1,302.25
1/31/2028	\$ 115.78	\$ 178.36	\$ 19.68	\$ 272.90	\$ 592.34	\$ 129.53	\$ 1,308.59
1/31/2029	\$ 115.78	\$ 173.59	\$ 19.10	\$ 283.56	\$ 580.06	\$ 132.12	\$ 1,304.21
1/31/2030	\$ 123.49	\$ 168.81	\$ 18.52	\$ 296.35	\$ 567.30	\$ 134.77	\$ 1,309.25
1/31/2031	\$ 123.49	\$ 163.72	\$ 17.91	\$ 311.28	\$ 553.97	\$ 137.46	\$ 1,307.82
1/31/2032	\$ 131.21	\$ 158.16	\$ 17.29	\$ 324.07	\$ 539.96	\$ 140.21	\$ 1,310.90
1/31/2033	\$ 138.93	\$ 152.25	\$ 16.63	\$ 338.99	\$ 525.37	\$ 143.01	\$ 1,315.20
1/31/2034	\$ 146.65	\$ 146.00	\$ 15.94	\$ 353.92	\$ 510.12	\$ 145.87	\$ 1,318.50
1/31/2035	\$ 146.65	\$ 139.40	\$ 15.21	\$ 370.97	\$ 494.19	\$ 148.79	\$ 1,315.22
1/31/2036	\$ 154.37	\$ 132.80	\$ 14.47	\$ 388.03	\$ 477.50	\$ 151.77	\$ 1,318.94
1/31/2037	\$ 162.09	\$ 125.86	\$ 13.70	\$ 405.09	\$ 460.04	\$ 154.80	\$ 1,321.57
1/31/2038	\$ 169.80	\$ 118.56	\$ 12.89	\$ 422.14	\$ 441.81	\$ 157.90	\$ 1,323.11
1/31/2039	\$ 177.52	\$ 110.92	\$ 12.04	\$ 441.33	\$ 422.81	\$ 161.06	\$ 1,325.69
1/31/2040	\$ 185.24	\$ 102.93	\$ 11.15	\$ 460.52	\$ 402.95	\$ 164.28	\$ 1,327.08
1/31/2041	\$ 192.96	\$ 94.60	\$ 10.23	\$ 481.84	\$ 382.23	\$ 167.56	\$ 1,329.42
1/31/2042	\$ 200.68	\$ 85.67	\$ 9.26	\$ 503.16	\$ 360.55	\$ 170.91	\$ 1,330.24
1/31/2043	\$ 208.40	\$ 76.39	\$ 8.26	\$ 526.61	\$ 337.91	\$ 174.33	\$ 1,331.90
1/31/2044	\$ 216.11	\$ 66.75	\$ 7.22	\$ 550.06	\$ 314.21	\$ 177.82	\$ 1,332.18
1/31/2045	\$ 223.83	\$ 56.76	\$ 6.14	\$ 575.65	\$ 289.45	\$ 181.38	\$ 1,333.21
1/31/2046	\$ 231.55	\$ 46.41	\$ 5.02	\$ 601.23	\$ 263.55	\$ 185.00	\$ 1,332.76
1/31/2047	\$ 246.99	\$ 35.70	\$ 3.86	\$ 628.95	\$ 236.50	\$ 188.70	\$ 1,340.69
1/31/2048	\$ 254.71	\$ 24.27	\$ 2.62	\$ 656.67	\$ 208.19	\$ 192.48	\$ 1,338.94
1/31/2049	\$ 270.14	\$ 12.49	\$ 1.35	\$ 686.51	\$ 178.64	\$ 196.33	\$ 1,345.47
1/31/2050	\$ -	\$ -	\$ -	\$ 1,046.83	\$ 147.75	\$ 152.78	\$ 1,347.36
1/31/2051	\$ -	\$ -	\$ -	\$ 1,093.73	\$ 100.64	\$ 155.84	\$ 1,350.21
1/31/2052	\$ -	\$ -	\$ -	\$ 1,142.77	\$ 51.42	\$ 158.95	\$ 1,353.14
<b>Total</b>	<b>\$ 4,461.23</b>	<b>\$ 3,325.81</b>	<b>\$ 364.89</b>	<b>\$ 14,357.09</b>	<b>\$ 12,567.16</b>	<b>\$ 4,614.21</b>	<b>\$ 39,690.38</b>

*Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

**EXHIBIT U-6 – LOT TYPE 6 BUYER DISCLOSURE****NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
MANOR, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

\_\_\_\_\_  
STREET ADDRESS

**LOT TYPE 6 PRINCIPAL ASSESSMENT: \$279,232.16**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Lagos Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

\_\_\_\_\_  
<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER]<sup>2</sup>

<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

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§  
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COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

§  
§  
§

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

### ANNUAL INSTALLMENTS - LOT TYPE 6

Annual Installments Due	Major Improvement Area Bonds			Improvement Area #1 Reimbursement Obligation		Annual Collection Costs	Total Annual Installment
	Principal	Interest	Additional Interest	Principal	Interest		
1/31/2023	\$ 1,488.86	\$ 2,950.67	\$ 330.99	\$ 3,226.84	\$ 9,586.58	\$ 1,740.85	\$ 19,324.79
1/31/2024	\$ 1,488.86	\$ 2,894.84	\$ 323.54	\$ 3,385.02	\$ 9,441.37	\$ 1,775.67	\$ 19,309.30
1/31/2025	\$ 1,603.39	\$ 2,839.00	\$ 316.10	\$ 3,543.20	\$ 9,289.04	\$ 1,811.18	\$ 19,401.92
1/31/2026	\$ 1,603.39	\$ 2,778.88	\$ 308.08	\$ 3,701.38	\$ 9,129.60	\$ 1,847.40	\$ 19,368.73
1/31/2027	\$ 1,603.39	\$ 2,712.74	\$ 300.06	\$ 3,859.56	\$ 8,963.04	\$ 1,884.35	\$ 19,323.14
1/31/2028	\$ 1,717.92	\$ 2,646.60	\$ 292.05	\$ 4,049.37	\$ 8,789.36	\$ 1,922.04	\$ 19,417.33
1/31/2029	\$ 1,717.92	\$ 2,575.73	\$ 283.46	\$ 4,207.55	\$ 8,607.13	\$ 1,960.48	\$ 19,352.27
1/31/2030	\$ 1,832.45	\$ 2,504.87	\$ 274.87	\$ 4,397.37	\$ 8,417.79	\$ 1,999.69	\$ 19,427.03
1/31/2031	\$ 1,832.45	\$ 2,429.28	\$ 265.70	\$ 4,618.82	\$ 8,219.91	\$ 2,039.68	\$ 19,405.84
1/31/2032	\$ 1,946.97	\$ 2,346.82	\$ 256.54	\$ 4,808.63	\$ 8,012.07	\$ 2,080.48	\$ 19,451.51
1/31/2033	\$ 2,061.50	\$ 2,259.21	\$ 246.81	\$ 5,030.08	\$ 7,795.68	\$ 2,122.09	\$ 19,515.36
1/31/2034	\$ 2,176.03	\$ 2,166.44	\$ 236.50	\$ 5,251.53	\$ 7,569.32	\$ 2,164.53	\$ 19,564.35
1/31/2035	\$ 2,176.03	\$ 2,068.52	\$ 225.62	\$ 5,504.62	\$ 7,333.00	\$ 2,207.82	\$ 19,515.61
1/31/2036	\$ 2,290.56	\$ 1,970.60	\$ 214.74	\$ 5,757.70	\$ 7,085.30	\$ 2,251.97	\$ 19,570.87
1/31/2037	\$ 2,405.09	\$ 1,867.52	\$ 203.29	\$ 6,010.79	\$ 6,826.20	\$ 2,297.01	\$ 19,609.90
1/31/2038	\$ 2,519.61	\$ 1,759.29	\$ 191.26	\$ 6,263.87	\$ 6,555.71	\$ 2,342.95	\$ 19,632.71
1/31/2039	\$ 2,634.14	\$ 1,645.91	\$ 178.66	\$ 6,548.60	\$ 6,273.84	\$ 2,389.81	\$ 19,670.96
1/31/2040	\$ 2,748.67	\$ 1,527.37	\$ 165.49	\$ 6,833.32	\$ 5,979.15	\$ 2,437.61	\$ 19,691.62
1/31/2041	\$ 2,863.20	\$ 1,403.68	\$ 151.75	\$ 7,149.68	\$ 5,671.65	\$ 2,486.36	\$ 19,726.32
1/31/2042	\$ 2,977.73	\$ 1,271.26	\$ 137.43	\$ 7,466.03	\$ 5,349.92	\$ 2,536.09	\$ 19,738.46
1/31/2043	\$ 3,092.25	\$ 1,133.54	\$ 122.54	\$ 7,814.03	\$ 5,013.95	\$ 2,586.81	\$ 19,763.12
1/31/2044	\$ 3,206.78	\$ 990.52	\$ 107.08	\$ 8,162.02	\$ 4,662.32	\$ 2,638.55	\$ 19,767.27
1/31/2045	\$ 3,321.31	\$ 842.21	\$ 91.05	\$ 8,541.65	\$ 4,295.02	\$ 2,691.32	\$ 19,782.56
1/31/2046	\$ 3,435.84	\$ 688.60	\$ 74.44	\$ 8,921.28	\$ 3,910.65	\$ 2,745.14	\$ 19,775.95
1/31/2047	\$ 3,664.89	\$ 529.69	\$ 57.26	\$ 9,332.54	\$ 3,509.19	\$ 2,800.05	\$ 19,893.63
1/31/2048	\$ 3,779.42	\$ 360.19	\$ 38.94	\$ 9,743.81	\$ 3,089.23	\$ 2,856.05	\$ 19,867.63
1/31/2049	\$ 4,008.48	\$ 185.39	\$ 20.04	\$ 10,186.71	\$ 2,650.76	\$ 2,913.17	\$ 19,964.54
1/31/2050	\$ -	\$ -	\$ -	\$ 15,533.14	\$ 2,192.36	\$ 2,267.00	\$ 19,992.50
1/31/2051	\$ -	\$ -	\$ -	\$ 16,229.13	\$ 1,493.36	\$ 2,312.34	\$ 20,034.83
1/31/2052	\$ -	\$ -	\$ -	\$ 16,956.75	\$ 763.05	\$ 2,358.59	\$ 20,078.39
<b>Total</b>	<b>\$ 66,197.15</b>	<b>\$ 49,349.38</b>	<b>\$ 5,414.31</b>	<b>\$ 213,035.01</b>	<b>\$ 186,475.55</b>	<b>\$ 68,467.05</b>	<b>\$ 588,938.44</b>

*Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*



**EXHIBIT U-7 – IMPROVEMENT AREA #1 REMAINDER PARCEL BUYER DISCLOSURE**

## NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
MANOR, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

\_\_\_\_\_  
STREET ADDRESS

**IMPROVEMENT AREA #1 REMAINDER PARCEL PRINCIPAL ASSESSMENT:  
\$6,364,323.53**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Lagos Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

\_\_\_\_\_  
<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER]<sup>2</sup>

<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§  
§  
§

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

§  
§  
§

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

## ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 REMAINDER PARCEL

Annual Installments Due	Major Improvement Area Bonds			Improvement Area #1 Reimbursement Obligation		Annual Collection Costs	Total Annual Installment
	Principal	Interest	Additional Interest	Principal	Interest		
1/31/2023	\$ 33,934.51	\$ 67,252.33	\$ 7,543.90	\$ 73,546.98	\$ 218,499.43	\$ 39,677.83	\$ 440,454.99
1/31/2024	\$ 33,934.51	\$ 65,979.79	\$ 7,374.23	\$ 77,152.23	\$ 215,189.82	\$ 40,471.38	\$ 440,101.96
1/31/2025	\$ 36,544.86	\$ 64,707.24	\$ 7,204.56	\$ 80,757.47	\$ 211,717.97	\$ 41,280.81	\$ 442,212.91
1/31/2026	\$ 36,544.86	\$ 63,336.81	\$ 7,021.83	\$ 84,362.72	\$ 208,083.88	\$ 42,106.43	\$ 441,456.53
1/31/2027	\$ 36,544.86	\$ 61,829.34	\$ 6,839.11	\$ 87,967.96	\$ 204,287.56	\$ 42,948.56	\$ 440,417.38
1/31/2028	\$ 39,155.21	\$ 60,321.86	\$ 6,656.38	\$ 92,294.25	\$ 200,329.00	\$ 43,807.53	\$ 442,564.23
1/31/2029	\$ 39,155.21	\$ 58,706.70	\$ 6,460.61	\$ 95,899.50	\$ 196,175.76	\$ 44,683.68	\$ 441,081.45
1/31/2030	\$ 41,765.55	\$ 57,091.56	\$ 6,264.83	\$ 100,225.79	\$ 191,860.28	\$ 45,577.35	\$ 442,785.37
1/31/2031	\$ 41,765.55	\$ 55,368.73	\$ 6,056.01	\$ 105,273.13	\$ 187,350.12	\$ 46,488.90	\$ 442,302.44
1/31/2032	\$ 44,375.90	\$ 53,489.28	\$ 5,847.18	\$ 109,599.43	\$ 182,612.83	\$ 47,418.68	\$ 443,343.29
1/31/2033	\$ 46,986.25	\$ 51,492.36	\$ 5,625.30	\$ 114,646.77	\$ 177,680.86	\$ 48,367.05	\$ 444,798.58
1/31/2034	\$ 49,596.59	\$ 49,377.98	\$ 5,390.37	\$ 119,694.11	\$ 172,521.75	\$ 49,334.39	\$ 445,915.20
1/31/2035	\$ 49,596.59	\$ 47,146.14	\$ 5,142.38	\$ 125,462.50	\$ 167,135.52	\$ 50,321.08	\$ 444,804.21
1/31/2036	\$ 52,206.94	\$ 44,914.29	\$ 4,894.40	\$ 131,230.89	\$ 161,489.71	\$ 51,327.50	\$ 446,063.73
1/31/2037	\$ 54,817.29	\$ 42,564.98	\$ 4,633.37	\$ 136,999.28	\$ 155,584.32	\$ 52,354.05	\$ 446,953.28
1/31/2038	\$ 57,427.63	\$ 40,098.20	\$ 4,359.28	\$ 142,767.67	\$ 149,419.35	\$ 53,401.13	\$ 447,473.26
1/31/2039	\$ 60,037.98	\$ 37,513.95	\$ 4,072.14	\$ 149,257.11	\$ 142,994.80	\$ 54,469.15	\$ 448,345.15
1/31/2040	\$ 62,648.33	\$ 34,812.25	\$ 3,771.95	\$ 155,746.55	\$ 136,278.23	\$ 55,558.54	\$ 448,815.85
1/31/2041	\$ 65,258.68	\$ 31,993.07	\$ 3,458.71	\$ 162,957.04	\$ 129,269.64	\$ 56,669.71	\$ 449,606.84
1/31/2042	\$ 67,869.02	\$ 28,974.85	\$ 3,132.42	\$ 170,167.53	\$ 121,936.57	\$ 57,803.10	\$ 449,883.49
1/31/2043	\$ 70,479.37	\$ 25,835.91	\$ 2,793.07	\$ 178,099.07	\$ 114,279.03	\$ 58,959.16	\$ 450,445.61
1/31/2044	\$ 73,089.72	\$ 22,576.24	\$ 2,440.67	\$ 186,030.60	\$ 106,264.57	\$ 60,138.35	\$ 450,540.16
1/31/2045	\$ 75,700.06	\$ 19,195.84	\$ 2,075.23	\$ 194,683.19	\$ 97,893.20	\$ 61,341.11	\$ 450,888.64
1/31/2046	\$ 78,310.41	\$ 15,694.71	\$ 1,696.73	\$ 203,335.78	\$ 89,132.45	\$ 62,567.94	\$ 450,738.01
1/31/2047	\$ 83,531.10	\$ 12,072.85	\$ 1,305.17	\$ 212,709.41	\$ 79,982.34	\$ 63,819.30	\$ 453,420.18
1/31/2048	\$ 86,141.45	\$ 8,209.54	\$ 887.52	\$ 222,083.05	\$ 70,410.42	\$ 65,095.68	\$ 452,827.66
1/31/2049	\$ 91,362.15	\$ 4,225.50	\$ 456.81	\$ 232,177.73	\$ 60,416.68	\$ 66,397.60	\$ 455,036.47
1/31/2050	\$ -	\$ -	\$ -	\$ 354,034.99	\$ 49,968.69	\$ 51,669.95	\$ 455,673.62
1/31/2051	\$ -	\$ -	\$ -	\$ 369,898.06	\$ 34,037.11	\$ 52,703.35	\$ 456,638.52
1/31/2052	\$ -	\$ -	\$ -	\$ 386,482.18	\$ 17,391.70	\$ 53,757.42	\$ 457,631.30
<b>Total</b>	<b>\$ 1,508,780.58</b>	<b>\$ 1,124,782.33</b>	<b>\$ 123,404.16</b>	<b>\$ 4,855,542.95</b>	<b>\$ 4,250,193.60</b>	<b>\$ 1,560,516.71</b>	<b>\$ 13,423,220.32</b>

*Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

**EXHIBIT B**  
**LANDOWNER AGREEMENT**

LAGOS PUBLIC IMPROVEMENT DISTRICT (MANOR)  
IMPROVEMENT AREA #1

**LANDOWNER AGREEMENT  
AND NOTICE OF ASSESSMENTS**

among

**CITY OF MANOR, TEXAS**

and

**706 INVESTMENT PARTNERSHIP, LTD.,**

and

**ASHTON AUSTIN RESIDENTIAL L.L.C.**

and

**PULTE HOMES OF TEXAS, L.P.**

and

**PETER A. DWYER**

Dated as of:

\_\_\_\_\_, 2022



**LANDOWNER AGREEMENT AND NOTICE OF ASSESSMENTS  
(Lagos Public Improvement District – Improvement Area #1)**

This **LANDOWNER AGREEMENT AND NOTICE OF ASSESSMENTS** (the “Agreement”) is entered into among the **CITY OF MANOR**, a political subdivision of the State of Texas (the “City”), **706 INVESTMENT PARTNERSHIP, LTD.**, a Texas limited partnership, (including its Designated Successors and Assigns, “706 Investment”), **ASHTON AUSTIN RESIDENTIAL L.L.C.**, a Texas limited liability company (“Ashton”), and **PULTE HOMES OF TEXAS, L.P.**, a Texas limited partnership (“Pulte”) (Ashton and Pulte, collectively the “Builder”), and **PETER A. DWYER**, individually (“Dwyer”) (706 Investment, Builder, and Peter A. Dwyer collectively, the “Landowners”). The Landowners and the City are referred to herein collectively as the “Parties.” This Agreement shall be effective on the latest date it is executed by all the Parties (the “Effective Date”).

**RECITALS**

WHEREAS, the Lagos Public Improvement District (Manor) (the “*District*”), 173.212 acres more particularly described in Exhibit “A,” was created by the City pursuant to the authority of Chapter 372, Texas Local Government Code, as amended (the “PID Act”);

WHEREAS, Landowners own approximately 120.583 acres of land out of the District, identified as “Improvement Area #1” (“IA #1”), which is the area that has been or will be developed and is more particularly described by metes and bounds in Exhibit B-1, and is depicted on the map in Exhibit B-2.”

WHEREAS, 706 Investment owns certain land within IA #1, which is more particularly described and depicted in Exhibit “C;”

WHEREAS, Ashton and Pulte own certain land within IA #1, which is more particularly described and depicted in attached Exhibit “D-1” (owned by Ashton) and “D-2” (owned by Pulte);

WHEREAS, Dwyer owns certain land within IA #1, which is more particularly described in attached Exhibit “E;”

WHEREAS, the land in IA #1 constitutes taxable, privately-owned land located within the District;

WHEREAS, 706 Investment, 706 Development Corporation and the City entered into that certain Lagos Public Improvement District Financing Agreement (as such agreement may be amended from time to time as provided therein, the “PID Financing Agreement”), relating to, among other matters, the levy of assessments on the Property, the issuance of revenue bonds secured by such assessments, and the construction of the “Authorized Improvements” as defined therein;

WHEREAS, 706 Development Corporation has since sold the property within IA #1 that it previously owned on the Effective Date of the PID Financing Agreement and, accordingly, is not a signatory to this Agreement;

WHEREAS, the City Council of the City of Manor (the “City Council”) has contemporaneously herewith adopted an assessment ordinance (Ordinance No. \_\_\_ ) (including all exhibits, the “Assessment Ordinance”) that levied assessments (the “Assessments”) on each assessed parcel within District (each, an “Assessed Parcel”), which Assessments will be pledged as security for the payment of bonds issued by the City (the “PID Bonds”) to pay for, among other things, the costs of constructing the Authorized Improvements that will confer a special benefit on the property in the District;

WHEREAS, the Assessment Ordinance includes an Amended and Restated Service and Assessment Plan 2022 (“Service and Assessment Plan”); and

WHEREAS, the Service and Assessment Plan includes an “Assessment Roll” setting forth the amount of the Assessment for each Assessed Parcel, including the amount of the “Annual Installments” for each Assessment paid in installments.

NOW THEREFORE, for and in consideration of the mutual promises, covenants, obligations, and benefits hereinafter set forth, the Parties agree as follows:

**ARTICLE I**  
**DEFINITIONS; APPROVAL OF AGREEMENTS**

Definitions. Capitalized terms used but not defined in this Agreement (including the exhibits hereto) shall have the meanings given to them in the PID Financing Agreement.

Affirmation of Recitals. The matters set forth in the Recitals of this Agreement are true and correct and are incorporated in this Agreement as official findings of the City Council.

**ARTICLE II**  
**AGREEMENT OF LANDOWNERS**

- A. Landowners, to the extent such matters relate to their respective portions of the Property, ratify, confirm, accept, agree to, and approve:
  - (i) the creation of the District, the boundaries of the District, and the boundaries of the Assessed Parcels;
  - (ii) the location and construction of the Authorized Improvements;
  - (iii) the determinations and findings of special benefit to the Assessed Parcels made by the City Council in the Assessment Ordinance and Service and Assessment Plan; and
  - (iv) the Assessment Ordinance and the Service and Assessment Plan.
  
- B. Landowners, to the extent such matters relate to their respective portions of the Property, consent, acknowledge, accept, and agree:

- (i) to the Assessments to be levied against the applicable Assessed Parcels as shown on the Assessment Roll, as the Assessment Roll may be amended from time to time;
- (ii) that the Authorized Improvements confer a special benefit on the Assessed Parcels in an amount that exceeds the Assessments against the Assessed Parcels as shown on the Assessment Roll;
- (iii) that the Assessments against the Assessed Parcels are final, conclusive, and binding upon the Landowner and its successors and assigns;
- (iv) to pay the Assessments against the Assessed Parcels when due and in the amounts stated in the Assessment Ordinance, Service and Assessment Plan, and Assessment Roll;
- (v) that each Assessment or reassessment against the Assessed Parcels, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the Assessed Parcels, superior to all other liens claims except liens or claims for state, county, school district or municipality ad valorem taxes, and is a personal liability of and charge against the owner of the Assessed Parcels regardless of whether the owner is named;
- (vi) that Assessment liens on the Assessed Parcels are liens and covenants that run with the land and are effective from the date of the Assessment Ordinance and continue until the Assessments are paid in full and may be enforced by the governing body of the City in the same manner that ad valorem tax liens against real property may be enforced;
- (vii) that delinquent installments of Assessments against the Assessed Parcels shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act;
- (viii) that the owner of an Assessed Parcel may pay at any time the entire Assessment against the Assessed Parcel, with interest that has accrued on the Assessment to the date of such payment;
- (ix) that Annual Installments may be adjusted, decreased, and extended and that owners of the Assessed Parcels shall be obligated to pay such Annual Installments as adjusted, decreased, or extended, when due and without the necessity of further action, assessments, or reassessments by the City Council, provided that the principal portion of the Annual Installments shall not increase without a public hearing as provided in Section 372.016 of the PID Act; and
- (x) that each Landowner has received, or hereby waives, all notices required by State law (including, but not limited to the PID Act) in connection with the creation of the District and the adoption and approval by the City Council of the Assessment Ordinance, the Service and Assessment Plan, and the Assessment Roll.

C. Landowners, to the extent such matters relate to their respective portions of the Property, hereby waive:

- (i) any and all defects, irregularities, illegalities or deficiencies in the proceedings establishing the District, defining the Assessed Parcels, adopting the Assessment Ordinance, Service and Assessment Plan, and Assessment Roll, levying of the Assessments, and determining the amount of the Annual Installments of the Assessments;
- (ii) any and all notices and time periods provided by the PID Act including, but not limited to, notice of the creation of the District and notice of public hearings regarding the approval of the Assessment Ordinance, Service and Assessment Plan, and Assessment Roll and regarding the levy of the Assessments and determining the amount of the Annual Installments of the Assessments;

- (iii) any and all actions and defenses against the adoption or amendment of the Assessment Ordinance, Service and Assessment Plan, and Assessment Roll;
- (iv) any and all actions and defenses against the City’s finding of “special benefit” pursuant to the PID Act and as set forth in the Service and Assessment Plan and the levy of the Assessments and determining the amount of the Annual Installments of the Assessments; and
- (v) any right to object to the legality of the Assessment Ordinance, the Service and Assessment Plan, the Assessment Roll, or the Assessments or to any proceedings connected therewith.

**ARTICLE III**  
**TEXAS PROPERTY CODE SECTION 5.014 NOTICE**

The following notice is required to be given by any seller of any Assessed Parcel that is “real property,” pursuant Section 5.014 of the Texas Property Code, to the purchaser of such real property before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract:

**NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT  
DISTRICT ASSESSMENT TO THE CITY OF MANOR, TEXAS,  
CONCERNING THE FOLLOWING PROPERTY  
(insert property address)**

As the purchaser of the real property located in a public improvement district described above, you are obligated to pay assessments to the City of Manor, Texas, for the costs of a portion of a public improvement or services project (“*Authorized Improvements*”) undertaken for the benefit of the property within the Lagos Public Improvement District (“*District*”) created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the district. More information about the assessments, including the amount and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Date: \_\_\_\_\_ Signature of Purchaser: \_\_\_\_\_

At the closing of each purchase and sale, each Landowner agrees to execute, and have executed by the purchaser, a separate copy of the notice required by Section 5.014 with current information, and to record or have recorded the notice in the Official Public Records of Travis County.

**ARTICLE IV**  
**DEDICATION OF AUTHORIZED IMPROVEMENTS**

Landowners acknowledge that the Authorized Improvements, together with the land, easements, or other rights-of-way needed for the Authorized Improvements, shall be dedicated to the City, Travis County, or Owner’s Association. Landowners agree to execute such conveyances and/or dedications as may be reasonably required to evidence the same.

**ARTICLE V**  
**MEMORANDUM OF ASSESSMENT ORDINANCE**

At its election, the City may record in the Official Public Records of Travis County a memorandum against the Property (or such applicable portions thereof) relating to the Assessment Ordinance approved by the City Council that further evidences the lien and encumbrances created upon the Property (or such applicable portions thereof) and/or the name and contact information of the Administrator of the District who can provide additional information and documentation regarding the Assessments.

**ARTICLE VI**  
**MISCELLANEOUS**

A. Notices. Any notice or other communication (a “Notice”) required or contemplated by this Agreement shall be given at the addresses set forth below. Notices as to one or more Assessed Parcels shall only be given to the Landowner that owns the applicable Assessed Parcels. Notices as to all of the Property shall be given to all Landowners. Notices shall be in writing and shall be deemed given: (i) five business days after being deposited in the United States Mail, Registered or Certified Mail, Return Receipt Requested; or (ii) when delivered by a nationally recognized private delivery service (e.g., FedEx or UPS) with evidence of delivery signed by any person at the delivery address. Each Party may change its address by written notice to the other Parties in accordance with this section.

Landowners:

706 Investment Partnership, Ltd.  
c/o Dwyer Realty Co. Inc.  
Attn: Pete Dwyer  
9900 Hwy 290 East  
Manor, TX 78653

Peter A. Dwyer  
 9900 Hwy 290 East  
 Manor, TX 78653

With a copy to (for notices to  
 706 Investment Partnership Ltd. and Dwyer):  
 Armbrust & Brown, PLLC  
 Attn: Sharon J. Smith  
 100 Congress Avenue, Suite 1300  
 Austin, Texas 78701  
 Facsimile: (512) 435-6590

Ashton Austin Residential L.L.C.  
 Attn: Keith Pearson  
 10721 Research Boulevard, Suite B-210  
 Austin, Texas 78759

Pulte Homes of Texas, L.P.  
 Attn: Stephen Ashlock  
 9401 Amberglen Blvd., Bldg I, Suite 150  
 Austin, Texas 78729

City:  
 City of Manor  
 Attn: Scott Dunlop, Interim City Manager  
 105 E. Eggleston  
 Manor, Texas 78653

B. Parties in Interest. In the event of the sale or transfer of an Assessed Parcel or any portion thereof to a non-end user or homeowner, the purchaser or transferee shall be deemed to have assumed the obligations of the Landowners with respect to such Assessed Parcel or such portion thereof, and the seller or transferor shall be released with respect to such Assessed Parcel or portion thereof. Notwithstanding the foregoing, the holders of PID Bonds are express beneficiaries of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the Parties.

C. Amendments. This Agreement may be amended only by a written instrument executed by all the Parties. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of the Land and recorded in the Official Public Records of Travis County, Texas.

D. Estoppels. Within 10 days after written request from any Party, the other Party shall provide a written certification indicating whether this Agreement remains in effect as to an Assessed Parcel and whether any Party is then in default hereunder.

E. Termination. This Agreement shall terminate as to each Assessed Parcel upon payment in full of the Assessment against the Assessed Parcel.

[SIGNATURE PAGES TO FOLLOW]

EXECUTED by the Parties on the dates stated below.

**CITY OF MANOR, TEXAS**

By: \_\_\_\_\_  
Name: Dr. Christopher Harvey  
Title: Mayor  
Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Lluvia T. Almaraz, City Secretary

**ACKNOWLEDGMENT**

STATE OF TEXAS            §  
  §  
COUNTY OF \_\_\_\_\_    §

THIS INSTRUMENT is acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 2022, by Dr. Christopher Harvey, as Mayor of the City of Manor, Texas and attested to by Lluvia T. Almaraz, City Secretary of the City of Manor, Texas, on behalf of the City.

(SEAL)

\_\_\_\_\_  
Notary Public Signature



**706 INVESTMENT PARTNERSHIP, LTD.,**  
a Texas limited partnership

By: 706 Investment GP, Inc.,  
a Texas corporation, its General Partner

By: \_\_\_\_\_  
Name: Peter A. Dwyer  
Title: President  
Date: \_\_\_\_\_

ACKNOWLEDGMENT

THE STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Peter A. Dwyer, President of 706 Investment GP, Inc., a Texas corporation, General Partner of 706 Investment Partnership, Ltd., a Texas limited partnership on behalf of the partnerships.

\_\_\_\_\_  
Notary Public Signature

(SEAL)

**ASHTON AUSTIN RESIDENTIAL L.L.C.,**  
a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ACKNOWLEDGMENT**

THE STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, \_\_\_\_\_ of Ashton Austin Residential L.L.C., a Texas limited liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public Signature

(SEAL)

**PULTE HOMES OF TEXAS, L.P.,**  
a Texas limited partnership

By: Pulte Nevada I LLC,  
a Delaware limited liability company,  
its general partner

By: \_\_\_\_\_  
Stephen Ashlock  
Vice President of Land Development  
Date: \_\_\_\_\_

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF TRAVIS    §

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by Stephen Ashlock as Vice President of Land Development of Pulte Nevada I LLC, a Delaware limited liability company, as general partner of Pulte Homes of Texas, L.P., a Texas limited partnership, on behalf of that limited liability company and that limited partnership.

\_\_\_\_\_  
Notary Public, State of Texas

(seal)

**PETER A. DWYER**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**ACKNOWLEDGMENT**

THE STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Peter A. Dwyer, individually.

\_\_\_\_\_  
Notary Public Signature

(SEAL)

After Recording Return to:  
City of Manor  
Attn: City Secretary  
105 E. Eggleston Street  
Manor, Texas 78653

## EXHIBIT A DISTRICT LEGAL DESCRIPTION

### LEGAL DESCRIPTION 173.212 ACRES OF LAND

173.212 acres of land located in James Manor Survey No. 40, Abstract No. 546, the Calvin Barker Survey No. 38, Abstract No. 58, the James Manor Survey No. 39, Abstract No. 528, the James H. Manor Survey No. 37, Abstract No. 520 Travis County, Texas and being a portion of that certain tract of land conveyed to 706 Investment Partnership, LTD., a Texas limited partnership, as described in Document Number 2005114143, Official Public Records of Travis County, Texas; said 173.212 acres being more particularly described as follows:

**BEGINNING**, at a set ½ inch iron rod with KHA cap, marking the intersection of the southerly right of way line of Blake Manor Road (variable right of way), with the easterly right of way line of F.M. 973, same being the northwesterly corner of said 706 Investment Partnership, LTD. Tract;

**THENCE**, along the southerly line of said Blake Manor Road, the following courses:

South 79deg 43' 00" East, a distance of 1399.04 feet, to a found ½ inch iron rod with cap;  
 North 27deg 58' 57" East, a distance of 1.64 feet, to a found ½ inch iron rod with cap;  
 Southeasterly, along the arc of a curve to the right having a radius of 785.51 feet, a central angle of 12deg 02' 09", an arc length of 165.01 feet and a chord bearing: South 64deg 48' 28" East, 164.70 feet, to a found ½ inch iron rod with cap;  
 South 58deg 53' 38" East, a distance of 851.34 feet, to a found ½ inch iron rod with cap;  
 Southeasterly, along the arc of a curve to the right having a radius of 785.51 feet, a central angle of 29deg 49' 04", an arc length of 408.79 feet and a chord bearing: South 44deg 01' 37" East, 404.20 feet, to a found ½ inch iron rod with cap;  
 South 29deg 04' 06" East, a distance of 1115.99 feet, to a set ½ inch iron rod with "KHA" cap;

**THENCE**, leaving the southerly line of Blake Manor Road and across the said 706 Investment Partnership, LTD. tract, the following courses:

South 61deg 50' 31" West, a distance of 2766.50 feet, to a set ½ inch iron rod with "KHA" cap;  
 Southwesterly, along the arc of a curve to the right having a radius of 1000.00 feet, a central angle of 36deg 16' 07", an arc length of 633.01 feet and a chord bearing: South 80deg 00' 08" West, 622.49 feet, to a found ½ inch iron rod with cap;  
 North 81deg 51' 49" West, a distance of 626.86 feet, to a set ½ inch iron rod with "KHA" cap located in the easterly right of way line of said F.M. 973;

**THENCE**, along the easterly line of said F.M. 973, the following courses:

North 4°17'10" East, 131.97 feet to a point of for corner;  
 Northeasterly, along the arc of a curve to the right having a radius of 5679.58 feet, a central angle of 6deg 07' 33", an arc length of 607.25 feet and a chord bearing: North 7deg 22' 34" West, 606.96 feet, to a found ½ inch iron rod with cap marking the southwestern-most corner of that certain 13.34 acre tract of land conveyed to the Board of Trustees of the Manor Independent School District, as described in Document Number 2015151286, Official Public Records of Travis County, Texas;

**THENCE**, departing the easterly line of said F.M. 973 and along the boundary of said 13.34 acre tract, the following courses:

South 76°23'26" East, a distance of 256.24 feet to a found ½ inch iron rod with cap for corner;  
 South 80°30'13" East, a distance of 398.47 feet to a found ½ inch iron rod with cap for corner;  
 South 87°44'52" East, a distance of 225.56 feet to a found ½ inch iron rod with cap for corner;  
 North 48°03'21" East, a distance of 396.94 feet to a found ½ inch iron rod with cap of for corner;  
 Northwesterly, along the arc of a curve to the left having a radius of 1365.00 feet, a central angle of 37deg 04' 43", an arc length of 883.35 feet and a chord bearing: North 60deg 29' 01" East, 868.02 feet, to a found ½ inch iron rod with cap;  
 North 79°01'23" West, a distance of 268.98 feet to a found ½ inch iron rod with cap of curvature;

Lagos PID – 173.212 acres

Job No. 069241738 – February 22, 2019– Page 1 of 3

JGM  
2-22-2019

Southwesterly, along the arc of a curve to the left having a radius of 25.00 feet, a central angle of 90deg 00' 48", an arc length of 39.28 feet and a chord bearing: South 55deg 58' 13" West, 35.36 feet, to a found 1/8 inch iron rod with cap located in the easterly right of way line of said F.M. 973;

**THENCE**, North 10°57'49" East, a distance of 2063.79 feet along the easterly right of way line of said F.M. 973 to the **POINT OF BEGINNING**, and containing 173.212 acres of land in Travis County, Texas, as shown in the document saved in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

Basis of Bearings are based on the Texas State Plane Coordinate System (Central Zone, NAD83) which is based GPS observation.

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

*John G. Mosier 2-22-2019*

John G. Mosier  
Registered Professional Land Surveyor No. 6330  
Kimley-Horn and Associates, Inc.  
601 NW Loop 410, Suite 350  
San Antonio, Texas 78216  
Ph. 210-541-9166



**EXHIBIT B-1  
IMPROVEMENT AREA #1 LEGAL DESCRIPTION**

120.582 acres of land, being the 173.212 acres within the Lagos PID, save and except the 48.510 acres comprising the Lagos Phase 1 Final Plat as recorded under Document Number 201800065 of the Official Public Records of Travis County, Texas, and save and except the 4.120 acres in the James Manor Survey, as further described here:

[Remainder of page intentionally left blank]

**A METES AND BOUNDS  
DESCRIPTION OF A  
4.120 ACRE TRACT OF LAND**

**BEING** 4.120 acre (179,467 square feet) tract of land situated in the James Manor Survey No. 40, Abstract No. 546, City of Manor, Travis County, Texas; being a portion of that certain 675.6978 acre tract described in instrument to 706 Investment Partnership, LTD, as described in document No. 2005114143 of the Official Public Records of Travis County; and being more particularly described as follows:

**BEGINNING**, at a 1/2-inch iron rod with a plastic cap stamped "KHA" set at the intersection of the southerly right-of-way line of Blake Manor Road (width varies), with the easterly right-of-way line of F.M. 973 (100' width), marking the northwest corner of said 675.6978 acre tract;

**THENCE**, South 79°43'00" East, 440.25 feet along the southerly right-of-way line of said Blake Manor to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for the northeast corner of herein described tract;

**THENCE**, South 10°19'09" West, 408.18 feet crossing said 675.6978 acre tract to a 1/2-inch iron rod with a plastic cap stamped "KHA" set on the northeasterly line of Lot 1, Block B, Lagos Phase 1, plat of which is recorded in Document No. 201800065 of the Official Public Records of Travis County;

**THENCE**, North 79°02'12" West, 444.81 feet along the northeasterly line of said Lot 1, Block B to a 1/2-inch iron rod with a plastic cap stamped "KHA" set on the easterly right-of-way line of said F.M. 973 for the southwest corner of herein described tract;

**THENCE**, North 10°57'49" East, 402.93 feet along the easterly right-of-way line of said F.M. 973 to the **POINT OF BEGINNING** and containing 4.120 acres of land in Travis County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD'83). This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.



*John G. Mosier*  
9-3-2019

JOHN G. MOSIER  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6330  
601 NW LOOP 410, SUITE 350  
SAN ANTONIO, TEXAS 78216  
PH. 210-541-9166  
greg.mosier@kimley-horn.com

EXHIBIT OF A  
4.120 ACRE TRACT  
JAMES MANOR SURVEY NO. 40  
ABSTRACT NO. 546  
CITY OF MANOR, TRAVIS COUNTY, TEXAS

**Kimley»Horn**

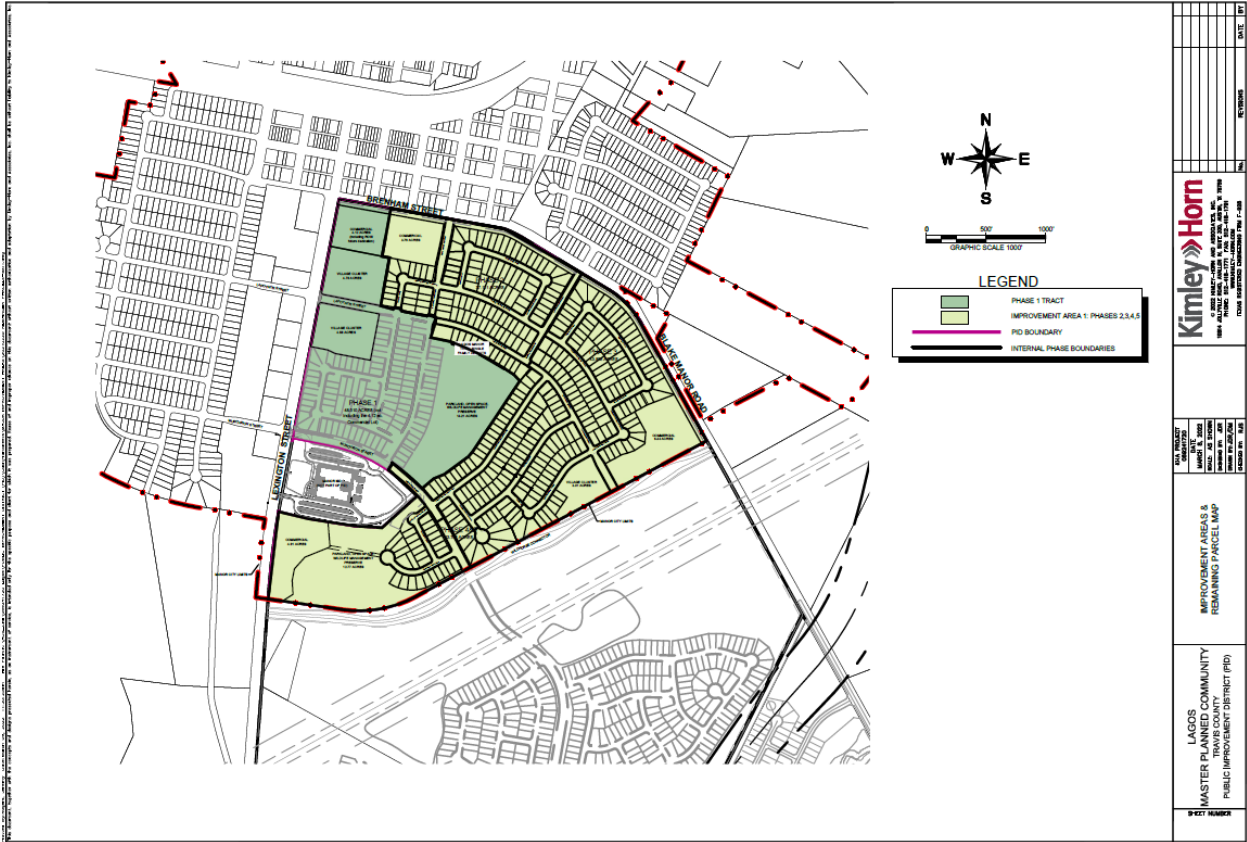
601 NW Loop 410, Suite 350 San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9166 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	MAV	JGM	SEP. 2019	059241722	1 OF 2

MOSIER, GREG 9/3/2019 10:01 AM Y8NAFF01\DATA\PROJECTS\NA\_SURVEY\059241722-LAGOS COMMUNITY\DWG\EXHIBITS\4.120 LEGAL FOR COMMERCIAL TRACT.DWG



## EXHIBIT B-2 IMPROVEMENT AREA #1 BOUNDARY MAP



**EXHIBIT C**  
**706 INVESTMENT PARTNERSHIP (aka DEVELOPER) LAND**

1. Lot 13, Block F, Lagos Phase 2 Final Plat as recorded under Document Number 202100127 of the Official Public Records of Travis County, Texas.
2. Approximately 10.453 acres of land, as more particularly described and depicted here:

**A METES AND BOUNDS  
DESCRIPTION OF A  
10.453 ACRE TRACT OF LAND**

**BEING** a 10.453 acre (455,344 square feet) tract of land situated in the Calvin Baker Survey No. 38, Abstract No. 58, City of Manor, Travis County, Texas; being a portion of a called 675.6978 acre tract of land described in instrument to 706 Investment Partnership Ltd., recorded in Document No. 2005114143 of the Official Public Records of Travis County; and being more particularly described as follows:

**BEGINNING** at an "X" in concrete found on the southwesterly right-of-way line of Blake Manor Road (variable width) marking the eastmost southeast corner of that certain 72.132 acre tract of land described in instrument to Pulte Homes of Texas, L.P., recorded in Document No. 2021030519 of the Official Public Records of Travis County;

**THENCE**, South 29°04'06" East, 471.49 feet to a point marking the southeast corner of herein described tract;

**THENCE**, South 61°50'31" West, 1400.46 feet departing the southwesterly right-of-way line of said Blake Manor Road and crossing said 675.6978 acre tract to a 1/2-inch iron rod with a plastic cap stamped "KHA" set marking a southerly-southeast corner of said 72.132 acre tract and the south corner of herein described tract;

**THENCE**, along the southeasterly boundary of said 72.132 acre tract, the following sixteen (16) courses and distances:

1. North 42°21'07" West, 51.03 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
2. North 33°37'37" East, 180.27 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. North 56°22'23" West, 120.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
4. North 33°37'37" East, 160.96 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
5. in a northeasterly direction, along a tangent curve to the right, a central angle of 27°18'04", a radius of 275.00 feet, a chord bearing and distance of North 47°16'39" East, 129.80 feet, and a total arc length of 131.04 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
6. North 61°00'12" East, 201.11 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
7. South 27°51'29" East, 120.01 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
8. North 61°19'53" East, 160.01 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
9. North 73°53'33" East, 51.23 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
10. North 71°38'00" East, 58.94 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
11. North 57°02'07" East, 105.51 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
12. North 4°51'33" East, 98.16 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
13. North 28°29'31" West, 194.52 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
14. North 60°55'41" East, 114.39 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
15. North 68°44'15" East, 247.19 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
16. North 60°55'54" East, 50.00 feet to the **POINT OF BEGINNING**, and containing 10.453 acres of land in Travis County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD'83). This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.



JOHN G. MOSIER  
 REGISTERED PROFESSIONAL  
 LAND SURVEYOR NO. 6330  
 601 NW LOOP 410, SUITE 350  
 SAN ANTONIO, TEXAS 78216  
 PH. 210-541-9166  
 greg.mosier@kimley-horn.com

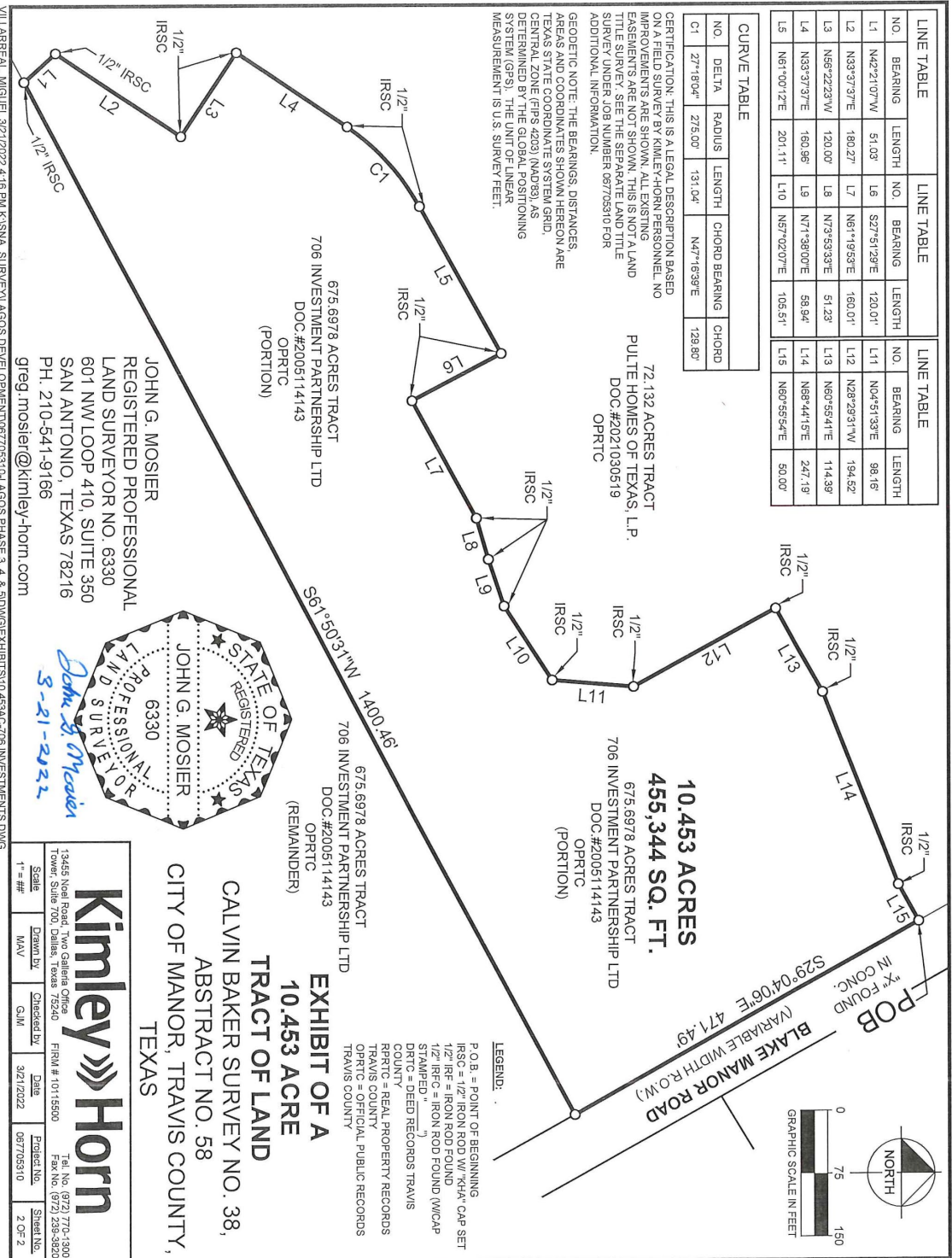
**EXHIBIT OF A  
 10.453 ACRE  
 TRACT OF LAND**  
 CALVIN BAKER SURVEY NO. 38,  
 ABSTRACT NO. 58  
 CITY OF MANOR, TRAVIS COUNTY,  
 TEXAS

**Kimley»Horn**

601 NW Loop 410, Suite 350 San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9166 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	###	JGM	3/21/2022	###	1 OF 2

VILLARREAL, MIGUEL 3/21/2022 4:14 PM KISNA\_SURVEYLAGOS DEVELOPMENT067705310-LAGOS PHASE 3, 4, & 5DWG\EXHIBITS\10.453AC-706 INVESTMENTS.DWG



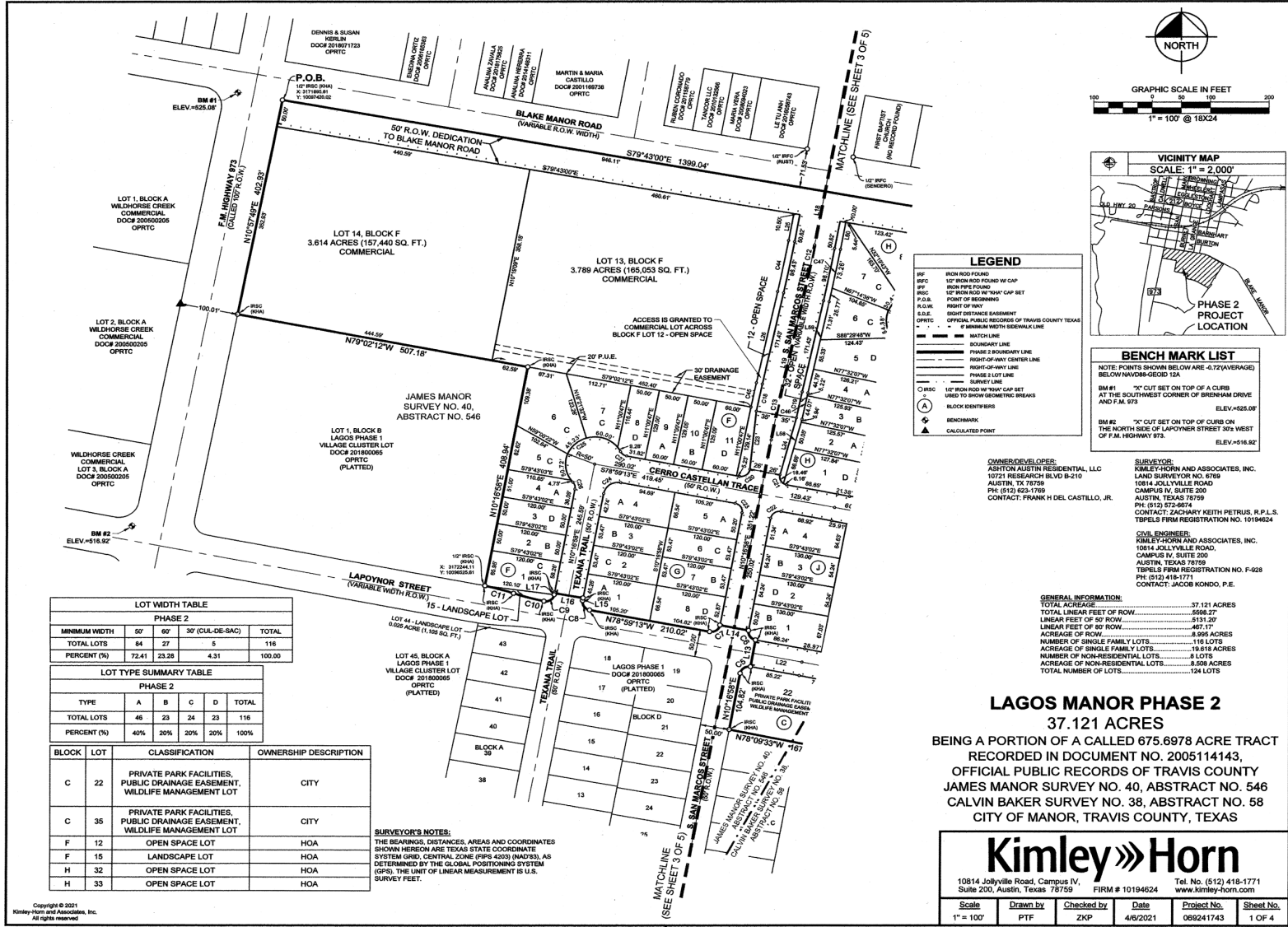
**EXHIBIT D-1**  
**ASHTON AUSTIN RESIDENTIAL L.L.C. LAND**

Lagos Phase 2 Final Plat (attached hereto) as recorded under Document Number 202100127 of the Official Public Records of Travis County, Texas, SAVE and EXCEPT Lot 13, Block F and Lot 14, Block F.

05/25/2021

\$ 129

202100127



LOT WIDTH TABLE			
PHASE 2			
MINIMUM WIDTH	50'	80'	30' (CUL-DE-SAC)
TOTAL LOTS	84	27	5
PERCENT (%)	72.41	23.28	4.31

LOT TYPE SUMMARY TABLE				
PHASE 2				
TYPE	A	B	C	D
TOTAL LOTS	46	23	24	31
PERCENT (%)	40%	20%	20%	20%

BLOCK	LOT	CLASSIFICATION	OWNERSHIP DESCRIPTION
C	22	PRIVATE PARK FACILITIES, PUBLIC DRAINAGE EASEMENT, WILDLIFE MANAGEMENT LOT	CITY
C	35	PRIVATE PARK FACILITIES, PUBLIC DRAINAGE EASEMENT, WILDLIFE MANAGEMENT LOT	CITY
F	12	OPEN SPACE LOT	HOA
F	15	LANDSCAPE LOT	HOA
H	32	OPEN SPACE LOT	HOA
H	33	OPEN SPACE LOT	HOA

**SURVEYOR'S NOTES:**  
THE BEARING, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID. CENTRAL ZONE (PRG 4309) (NAD83) AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

**LAGOS MANOR PHASE 2**  
37.121 ACRES  
BEING A PORTION OF A CALLED 675.6978 ACRE TRACT RECORDED IN DOCUMENT NO. 2005114143, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 54 CALVIN BAKER SURVEY NO. 38, ABSTRACT NO. 58 CITY OF MANOR, TRAVIS COUNTY, TEXAS

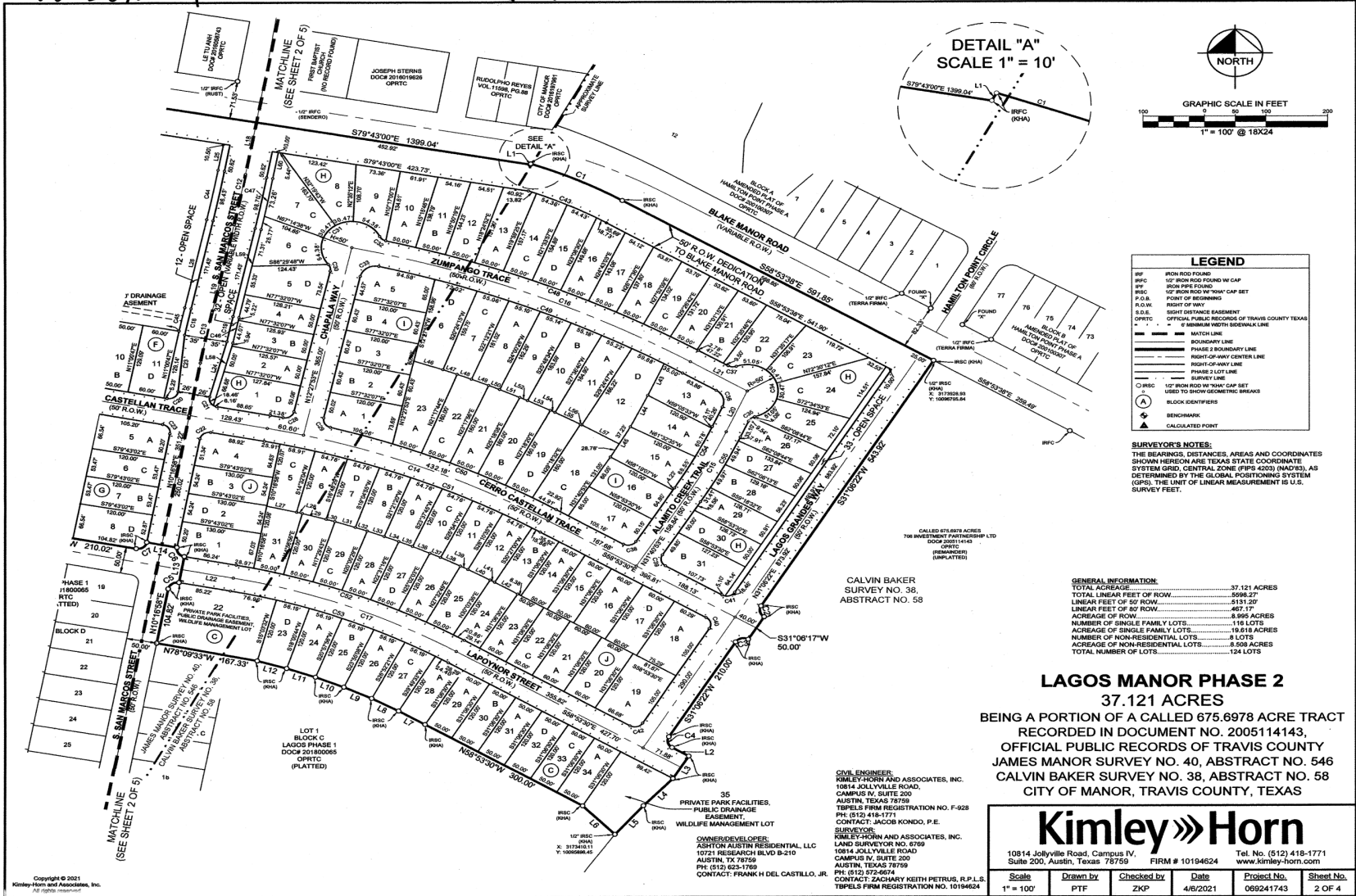
**Kimley»Horn**  
10814 Jollyville Road, Campus IV Suite 200, Austin, Texas 78759 FIRM # 10194624 Tel. No. (512) 418-1771 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	PTF	ZKP	4/6/2021	069241743	1 OF 4

05/25/2021

\$129

202100127



**LEGEND**

- 10' IRFC IRON ROD FOUND
- 10' IRFC 10' IRON ROD FOUND IN CAP
- IRFC POINT OF BEGINNING
- 10' IRFC 10' IRON ROD W/ "H" CAP SET
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- S.D.E. SIGHT DISTANCE EASEMENT
- OPRTIC OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS
- 6' MINIMUM WIDTH SIDEWALK LINE
- MATCH LINE
- BOUNDARY LINE
- PHASE 2 BOUNDARY LINE
- RIGHT-OF-WAY CENTER LINE
- RIGHT-OF-WAY LINE
- PHASE 2 LOT LINE
- SURVEY LINE
- 10' IRFC 10' IRON ROD W/ "H" CAP SET USED TO SHOW GEOMETRIC BREAKS
- BLOCK IDENTIFIERS
- BENCHMARK
- CALCULATED POINT

**SURVEYOR'S NOTES:**  
 THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

**GENERAL INFORMATION**

TOTAL ACRES	37.121 ACRES
TOTAL LINEAR FEET OF ROW	5098.27'
LINEAR FEET OF 50' ROW	5131.20'
LINEAR FEET OF 80' ROW	487.17'
ACREAGE OF ROW	8.995 ACRES
NUMBER OF SINGLE FAMILY LOTS	116 LOTS
ACREAGE OF SINGLE FAMILY LOTS	16.618 ACRES
NUMBER OF NON-RESIDENTIAL LOTS	8 LOTS
ACREAGE OF NON-RESIDENTIAL LOTS	8.508 ACRES
TOTAL NUMBER OF LOTS	124 LOTS

**LAGOS MANOR PHASE 2**  
**37.121 ACRES**  
 BEING A PORTION OF A CALLED 675.6978 ACRE TRACT RECORDED IN DOCUMENT NO. 2005114143, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 546 CALVIN BAKER SURVEY NO. 38, ABSTRACT NO. 58 CITY OF MANOR, TRAVIS COUNTY, TEXAS

**Kimley»Horn**

10814 Jollyville Road, Campus IV, Suite 200, Austin, Texas 78759  
 Tel. No. (512) 418-1771  
 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	PTF	ZKP	4/8/2021	069241743	2 OF 4

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Exhibit D-1, Page 3

## EXHIBIT D-2 PULTE HOMES OF TEXAS, L.P. LAND

**A METES AND BOUNDS  
DESCRIPTION OF A  
72.132 ACRE TRACT OF LAND**

**BEING** a 72.132 acre (3,142,052 square feet) tract of land situated in the James Manor Survey No. 40, Abstract No. 546 and the Calvin Baker Survey No. 38, Abstract No. 58, City of Manor, Travis County, Texas; being a portion of a called 675.6978 acre tract of land described in instrument to 706 Investment Partnership Ltd. recorded in Document No. 2005114143 of the Official Public Records of Travis County; and being more particularly described as follows:

**BEGINNING** at a 1/2-inch iron rod with a plastic cap stamped "KHA" set at the intersection of with the southeasterly right-of-way line of Lagos Grandes Way (50 foot width) and the southwesterly right-of-way line of Blake Manor Road (variable width) and marking the northeastern-most subdivision corner of Lagos Phase 2, plat pending in the Official Public Records of Travis County, on the southwesterly right-of-way line of Blake Manor Road from which a 1/2-inch iron rod with plastic cap stamped "Capitol Surveying" bears North 58°53'38" West, 591.85 feet to the **POINT OF BEGINNING** at an east corner of proposed Lagos Phase 2, for a north corner of this tract;

**THENCE**, continuing along the southerly right-of-way line of said Blake Manor Road the following three (3) courses and distances:

1. South 58°53'38" East, 259.49 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set at a point of curvature;
2. in a southeasterly direction, along a tangent curve to the right, a central angle of 29°49'04", a radius of 785.51 feet, a chord bearing and distance of South 44°01'37" East, 404.20 feet, and a total arc length of 408.79 feet to a 1/2-inch iron rod with a plastic cap stamped "Capitol Surveying" found for corner;
3. South 29°04'06" East, 644.51 feet to a "X" cut in concrete set marking the east corner of this tract;

**THENCE**, departing the southwesterly right-of-way line of said Blake Manor Road and crossing said 675.6978 acre tract the following twenty-five (25) courses and distances:

1. South 60°55'54" West, 50.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
2. South 68°44'15" West, 247.19 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. South 60°55'41" West, 114.39 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
4. South 28°29'31" East, 194.52 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
5. South 4°51'33" West, 98.16 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
6. South 57°02'07" West, 105.51 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
7. South 71°38'00" West, 58.94 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
8. South 73°53'33" West, 51.23 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
9. South 61°19'53" West, 160.01 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
10. North 27°51'29" West, 120.01 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
11. South 61°00'12" West, 201.11 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
12. in a southwesterly direction, along a tangent curve to the left, a central angle of 27°18'04", a radius of 275.00 feet, a chord bearing and distance of South 47°16'39" West, 129.80 feet, and a total arc length of 131.04 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
13. South 33°37'37" West, 160.96 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
14. South 56°22'23" East, 120.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
15. South 33°37'37" West, 180.27 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
16. South 42°21'07" East, 51.03 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
17. South 61°50'31" West, 1366.04 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
18. in a southwesterly direction, along a tangent curve to the right, a central angle of 36°16'07", a radius of 1000.00 feet, a chord bearing and distance of South 80°00'08" West, 622.49 feet, and a total arc length of 633.01 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for point of tangency;
19. North 81°51'49" West, 507.74 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
20. North 57°51'29" East, 105.83 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
21. North 3°30'06" West, 116.05 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
22. North 11°09'23" East, 99.76 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
23. North 42°02'02" East, 131.35 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
24. North 67°53'03" East, 226.77 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;



25. North 4°46'08" West, 210.55 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set in the southerly boundary line of a called 13.34 acre tract of land described to the Board of Trustees of the Manor Independent School District as shown on instrument recorded in Document No. 2015151286 of the Official Public Records of Travis County; for an exterior corner of this tract;

**THENCE**, along the boundary of said 13.34 acre tract the following four (4) courses and distances:

1. South 80°30'13" East, 232.76 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
2. South 87°44'52" East, 225.56 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. North 48°03'21" East, 396.94 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for an interior corner of this tract;
4. in a northwesterly direction, along a non-tangent curve to the left, a central angle of 13°48'44", a radius of 1365.00 feet, a chord bearing and distance of North 48°52'09" West, 328.27 feet, and a total arc length of 329.06 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found at the southerly corner of the east terminus of Murchison Street and a south corner of Lagos Phase 1, plat of which is recorded in Document No. 201800065 of the Official Public Records of Travis County; for an east corner of this tract;

**THENCE**, North 34°13'29" East, 70.00 feet along the east terminus line of said Murchison Street to a 1/2-inch iron rod with a plastic cap stamped "KHA" found at the northerly corner of the east terminus of said Murchison Street, for a north corner of this tract;

**THENCE**, along the boundary of said Lagos Phase 1 the following ten (10) courses and distances:

1. in a southeasterly direction, along a non-tangent curve to the right, a central angle of 13°00'58", a radius of 1435.00 feet, a chord bearing and distance of South 49°16'02" East, 325.30 feet, and a total arc length of 326.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found for corner;
2. North 49°42'30" East, 69.90 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found for corner;
3. North 50°32'36" East, 59.01 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found for corner;
4. North 67°24'58" East, 51.56 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found for corner;
5. North 69°34'19" East, 41.67 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found for corner;
6. North 54°27'18" East, 50.01 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found for corner;
7. North 53°16'10" East, 200.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found for corner;
8. North 42°29'28" East, 49.81 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found for corner;
9. North 33°37'37" East, 650.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found for corner;
10. North 35°15'25" East, 68.67 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found at an east corner of said Lagos Phase 1 and a south corner of said proposed Lagos Phase 2, for an angle corner of this tract;

**THENCE**, along the southeasterly boundary line of said proposed Lagos Phase 2 the following ten (10) courses and distances:

1. North 40°30'41" East, 71.49 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
2. North 43°15'00" East, 70.22 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. North 31°06'30" East, 50.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
4. North 58°53'30" West, 31.88 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
5. in a northwesterly direction, along a tangent curve to the right, a central angle of 89°59'52", a radius of 15.00 feet, a chord bearing and distance of North 13°53'34" West, 21.21 feet, and a total arc length of 23.56 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
6. North 31°06'22" East, 210.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
7. in a northeasterly direction, along a tangent curve to the right, a central angle of 90°00'09", a radius of 15.00 feet, a chord bearing and distance of North 76°06'26" East, 21.21 feet, and a total arc length of 23.56 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
8. North 31°06'17" East, 50.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
9. in a northwesterly direction, along a non-tangent curve to the right, a central angle of 89°59'51", a radius of 15.00 feet, a chord bearing and distance of North 13°53'34" West, 21.21 feet, and a total arc length of 23.56 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;

10. North 31°06'22" East, 543.92 feet to the **POINT OF BEGINNING**, and containing 72.132 acres of land in Travis County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD'83). This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

*John G. Mosier* 11-13-2020

John G. Mosier  
Registered Professional Land Surveyor No. 6330  
Kimley-Horn and Associates, Inc.  
601 NW Loop 410, Suite 350  
San Antonio, Texas 78216  
Ph. 210-541-9166  
greg.mosier@kimley-horn.com





**EXHIBIT E**  
**PETER A. DWYER LAND**

Lot 1, Block R, Lagos Phase 4 and 5 Final Plat as recorded under Document Number 202200060 of the Official Public Records of Travis County, Texas.



### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 6, 2022  
**PREPARED BY:** Lluvia T. Almaraz, City Secretary  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

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

- March 12, 2022, City Council Workshop – Committees; and
- March 16, 2022, City Council Regular Meeting

**BACKGROUND/SUMMARY:**

**LEGAL REVIEW:** Not Applicable

**FISCAL IMPACT:** Not Applicable

**PRESENTATION:** No

**ATTACHMENTS:** Yes

- March 12, 2022, City Council Workshop – Committees; and
- March 16, 2022, City Council Regular Meeting

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve the City Council Minutes of the March 12, 2022, City Council Workshop – Committees; and March 16, 2022, City Council Regular Meeting.

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



**CITY COUNCIL  
WORKSHOP SESSION MINUTES  
MARCH 12, 2022**

**PRESENT:**

Dr. Christopher Harvey, Mayor

**COUNCIL MEMBERS:**

Emily Hill, Mayor Pro Tem, Place 1  
Anne Weir, Place 2  
Maria Amezcua, Place 3 (Absent)  
Sonia Wallace, Place 4  
Aaron Moreno, Place 5 (Arrived at 10:18 a.m.)  
Vacant, Place 6

**CITY STAFF:**

Scott Dunlop, Interim City Manager  
Lluvia T. Almaraz, City Secretary  
Ryan Phipps, Chief of Police  
Lydia Collins, Director of Finance  
Michael Tuley, Director of Public Works

**WORKSHOP SESSION – 10:00 A.M.**

With a quorum of the Council Members present, the workshop session of the Manor City Council was called to order by Mayor Harvey at 10:07 a.m. on Saturday, March 12, 2022, in the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

**PLEDGE OF ALLEGIANCE**

Mayor Harvey let the Pledge of Allegiance.

**PUBLIC COMMENTS**

No one appeared to speak at this time.

Mayor Harvey dismissed staff that weren't participating in discussions.

Director of Finance Collins and Director of Public Works Tuley were dismissed.

## REGULAR AGENDA

Mayor Harvey presented and discussed the attached PowerPoint Presentation regarding the following topics.

- Vision
- Committee Reporting
- Record Keeping
- Draft Purpose and SMART Goal(s)
- Project Ideas for Funding
- Council Feedback

The discussion was held regarding the City Council Vision Statement.

*The City of Manor strives to promote community spirit through the preservation of our unique character and heritage, while fostering a dynamic economic development.*

The discussion was held regarding a new City Council Vision Statement that reflects the city now.

Interim City Manager Dunlop stated that the Comprehensive Plan had the following vision statement that could be adopted by Council.

*People from all backgrounds and abilities call Manor home. This livable, equitable and inclusive community provides the opportunity to raise a family, start a job, grow a business, and enjoy an enviable quality of life regardless of age or background. The community is well connected, supports local businesses, and is recognized for its commitment to serving the needs of all. Multiple transportation options position Manor perfectly to have a sustainable, resilient and booming economy. This, along with its parks and recreation opportunities and outstanding public facilities, makes Manor a gem in the region.*

The discussion was held regarding different words that would reflect the new Council Vision Statement.

The discussion was held regarding what the City of Manor is today.

At the direction of Mayor Harvey, council and staff were put into groups to work on a statement to discuss.

The discussion was held regarding different statement versions.

Mayor Harvey stated that the new vision statement would be presented at the next City Council regular meeting April 6, 2022, to be approved and be adopted. The City Council concurred.

*The City of Manor is a diverse, sustainable community and regional leader with exceptional services, a high quality of life, and a safe environment for citizens and businesses to thrive.*

The discussion was held regarding Record Keeping for the committee meetings.

The discussion was held regarding Google Chat for Council Committee members only.

The discussion was held regarding Public Comments on Committee Meeting agendas.

The discussion was held regarding committee's agendas and summary minutes.

The discussion was held regarding the process for approval of summary minutes.

The discussion was held regarding the City Council Rules of Procedure. (*Section 9 – City Council Committees*)

The discussion was held regarding the audio recording of meetings.

The discussion was held regarding a different way to provide Public Comments prior to the Committee Meetings.

The discussion was held regarding amending the City Council Rules of Procedures to include how Public Comments would be received for each committee.

The discussion was held regarding the process of removing a citizen from the chambers for disruption of an in-person meeting.

The discussion was held regarding the archiving of agenda and minutes.

Mayor Harvey recessed workshop for lunch at 12:35 p.m.

Mayor Harvey reconvened workshop at 12:56 p.m.

The discussion was held regarding the process to submit committee's agenda and minutes through Google Chat.

The discussion was held regarding training on Google Docs.

The discussion was held regarding training on Google Suite.



City Secretary Almaraz requested for council to continue emailing agenda and minutes to her for the purpose of archiving.

City Secretary Almaraz stated minutes should include where meeting took place, attendance, time of meeting (beginning and end), summary discussion.

Mayor Harvey stated he would create a google doc template for committee chairs to utilize for their minutes.

The discussion was held regarding Purpose and Goals for Committees. The attached notes were submitted by Mayor Harvey.

Mayor Pro Tem Hill discussed the Purpose for the Public Safety Committee.

*The purpose of Public Safety is the protection of the community as to address safety concerns and implement safety programs and events to educate and promote prevention awareness to the community.*

Mayor Pro Tem Hill discussed goals for the Public Safety Committee.

Mayor Pro Tem Hill discussed the Purpose for the Education Committee.

Mayor Pro Tem Hill discussed goals for the Education Committee and possibly name change of committee.

The discussion was held on ways to partner with Manor ISD.

Council Member Wallace discussed the goals for the Park Committee and Public Tree Advisory Board.

Mayor Harvey discussed the goals for the Tax Increment Reinvestment Zone Board; Capital Improvement Committee; Community Collaborative Committee; and Economic Development Committee.

Mayor Harvey discussed potential events that the city could conduct.

Council Member Weir discussed the goals for the Health Committee.

Chief Phipps discussed the goals for the Emergency Management Committee.

City Secretary Almaraz requested for the Committee Chair to submit to her the purpose of their committee to include in the Council Committee Information Packet.

There was no action taken.

**ADJOURNMENT**

The Workshop Session of the Manor City Council Adjourned at 2:04 p.m. on Saturday, March 12, 2022.

These minutes approved by the Manor City Council on the 6<sup>th</sup> day of April 2022. *(Audio recording archived)*

**APPROVED:**

\_\_\_\_\_  
Dr. Christopher Harvey  
Mayor

**ATTEST:**

\_\_\_\_\_  
Lluvia T. Almaraz, TRMC  
City Secretary

Draft Minutes

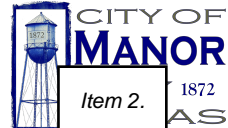
# City Council Workshop

**Workshop Session - 03.12.2022**



CITY OF  
**MANOR**  
EST. ★ 1872  
TEXAS

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  
Vacant, Place 6



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## City Council Workshop

Saturday, March 12, 2022 at 10:00 AM

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

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### AGENDA

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

**PLEDGE OF ALLEGIANCE**

**PUBLIC COMMENTS**

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

**REGULAR AGENDA**

Vision

Committee Reporting

- Record Keeping
- Draft Purpose and SMART Goal(s)
- Project Ideas for Funding
- Council Feedback

**ADJOURNMENT**

# Norms

**A** - Ask questions, Assume positive intent

**E** - Engage fully, Equity in voice

**I** - Integrate new learning, Interrogate biases

**O** - Open to new perspectives and collaborative relationships

**U** - Utilize new information, Unfinished learning

**Y** - Know your Why



# Priority Areas of Focus

- Building Opportunities for Families
- Understanding and Developing Our Community
- Increasing Business and Job Training Opportunities
- Long-range Strategic Planning
- Developing the infrastructure needed for growth

# Vision

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# Does this Statement Reflect Our Vision?

City Council Vision Statement

**The City of Manor strives to promote community spirit through the preservation of our unique character and heritage, while fostering a dynamic economic environment.**



# New Vision Statement

What We Hope to Become

# Council Committees

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<b>Committee</b>	<b>Committee Chair</b>
Budget	Maria Amezcua
Public Improvement District (PID)	Aaron Moreno
Tax Increment Investment Zone (TIRZ)	Mayor Harvey
Parks	Sonia Wallace
Public Tree Advisory Board	Sonia Wallace
Education	Mayor Pro Tem Hill
Capital Improvements Projects (CIP)	Mayor Harvey
Community Collaborative (CCC)	Mayor Harvey
Economic Development	Mayor Harvey
Public Safety	Mayor Pro Tem Hill
Health Care	Anne Weir

# Record Keeping

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# BREAK

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# Purpose

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# SMART Goal(s)

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# Projects for Funding

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# Committee Reports

## Public Safety

- Emily Hill - Chair
- Gave Purpose
- Add education events or information on navigating situations
- Gun safety
- Understanding certain police responses
- Understanding emergency responses
- Traffic Law Education
- Bike Safety Class
- Fire Safety
- Next meeting in April
  - Will determine meeting schedule and costs

## Education

- Emily Hill - Chair
- Change committee name to better reflect the committee purpose
- Library open during summer \$60,000
- Library committee, partner with Manor ISD
- Next step is a meeting
- Next meeting in April

## Mayor Chaired Committees

- TIRZ - Economic/community development tools
- CIP- improve infrastructure in the city for community and economic development
- Community Collaborative - two-way communication with community leaders
- Economic Development- to increase economic

# Parks Committee and Tree advisory Board

Safe and accessible activities for the community

More trees at parks

Travis County Park

- Taking it over
- upgrades

Amenities for Timmerman park - all members of the family

- Skate Park
- Disc golf course
- Soccer
- Basketball court
- Pump Track
- Splash pad
- Playground equipment
- Quarterly dates

## Health

Working partnership with community develop partnerships, improve quality of services and partnerships

## Emergency Management

Project community mitigate and prepare and respond to disasters

Hazard mitigation grant and report

\$18000 grant

Pending Training



**CITY COUNCIL  
REGULAR SESSION MINUTES  
MARCH 16, 2022**

**PRESENT:**

Dr. Christopher Harvey, Mayor

**COUNCIL MEMBERS:**

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

**CITY STAFF:**

- Scott Dunlop, Interim City Manager
- Lluvia T. Almaraz, City Secretary
- Ryan Phipps, Chief of Police
- Lydia Collins, Director of Finance
- Debbie Charbonneau, Heritage and Tourism Manager
- Tracey Vasquez, HR Manager
- Michael Tuley, Director of Public Works
- Veronica Rivera, Assistant City Attorney
- Pauline Gray, P.E. City Engineer

**REGULAR SESSION – 7:00 P.M.**

With a quorum of the Council Members present, the regular session of the Manor City Council was called to order by Mayor Harvey at 7:06 p.m. on Wednesday, March 16, 2022, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

**PLEDGE OF ALLEGIANCE**

Mayor Harvey led the Pledge of Allegiance.

## PROCLAMATIONS

### A. Declaring March 20-26, 2022, as “*International Adolescent Health Week*”

Mayor Harvey read and presented proclamation to Dr. Celia Neavel, MD and Nanci Zavaleta, Community Health Educator for Manor Mustang Health Center and People’s Community Clinic.

### B. Declaring April 1<sup>st</sup> – May 31, 2022, as “*MADD PowerTalk21*”

Mayor Harvey read and presented proclamation to Myra McRoy Constable, M.A.H.S., Program Specialist, Mother Against Drunk Driving.

## PUBLIC COMMENTS

Robert Battaile, 502 E. Eggleston Street, Manor, Texas spoke in regard to redesign of City Council dais; lights at Timmerman’s Park; and waiver of fees for Bocce League.

Michelle Enriquez, 11123 Hibbs Lane, Manor, Texas spoke in regard to new development of a firing range and wastewater plant by their property. Ms. Enriquez asked for clarification of new development.

No one else appeared at this time.

## REPORTS

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

### A. Senior Access

Mayor Harvey gave a summary of services Senior Access offers to the community and stated that Senior Access was seeking volunteers, personnel, and grant opportunities.

## PUBLIC HEARINGS

- 1. Conduct a public hearing on a Rezoning Application for Manor Commons East for a Planned Unit Development Amendment for 149.247 acres, more or less, out of the Greenbury Gates Survey No. 63, Abstract 315, and being located near the intersection of US Hwy 290 and N. FM 973, Manor, TX. Applicant: LIQUE Engineers; Owner: Ahmed Jafferally**

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

Mayor Harvey opened the public hearing.

Robert Battaile, 502 E. Eggleston Street, Manor, Texas spoke in regard to parkland and residential fees for the development.

Juan Rodriguez, 816 Cameron St., Suite 110, San Antonio, Texas, submitted a speaker card in support of this item.

Interim City Manager Dunlop discussed the proposed rezoning application request.

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

There was no further discussion.

**Motion to close carried 6-0**

- 2. Conduct a public hearing on a Concept Plan for the Palomino Subdivision, one hundred eighteen (118) lots on 50.34 acres more or less, and being located near the intersection of N. FM 973 and Johnson Road, Manor, TX. Applicant: BGE, Inc.; Owner: DR Horton**

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

Mayor Harvey opened the public hearing.

Robert Battaile, 502 E. Eggleston Street, Manor, Texas spoke in regard to parkland and residential fees for the development.

Interim City Manager Dunlop discussed the proposed Concept Plan.

The discussion was held regarding parkland regulations.

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

There was no further discussion.

**Motion to close carried 6-0**

At the direction of Mayor Harvey Item No. 4 was pulled from the Consent Agenda to be conducted under Regular Agenda.

**CONSENT AGENDA**

- 3. Consideration, discussion, and possible action to approve the City Council Minutes.**
  - **March 1, 2022, City Council Workshop Session – Charter Review; and**
  - **March 1, 2022, City Council Called Special Session**

5. **Second and Final Reading:** Consideration, discussion, and possible action on an ordinance annexing of 5.796 acres of land, more or less, located in Travis County, including the abutting streets, roadways, and rights-of-way into the corporate limits of Manor, Texas, at the request of the property owner, approving an agreement for the provision of services for the annexed area and providing for other related matters.

Ordinance No. 640: An Ordinance of the City of Manor, Texas Annexing 5.796 Acres of Land, More or Less, located in Travis County, Including the Abutting Streets, Roadways, and Rights-of-Way into the Corporate Limits of the City, at the Request of the Property Owner; Approving an Agreement for the Provision of Services for the Annexed Area; Making Findings of Fact; Providing a Severability Clause and an Effective Date; and Providing for Open Meetings and Other Related Matters.

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

There was no further discussion.

**Motion to approve carried 6-0**

#### **REGULAR AGENDA**

4. **Consideration, discussion, and possible action on the acceptance of the February 2022 Departmental Reports.**

- **Police – Ryan Phipps, Chief of Police**
- **Development Services – Scott Dunlop, Development Services Director**
- **Community Development – Debbie Charbonneau, Heritage and Tourism Manager**
- **Municipal Court – Sarah Friberg, Court Clerk**
- **Public Works – Michael Tuley, Director of Public Works**
- **Finance – Lydia Collins, Director of Finance**
- **Human Resources – Tracey Vasquez, HR Manager**

HR Manager Vasquez announced that the Economic Development Director, Scott Jones had been hired and would start on Monday, March 28, 2022.

Mayor Harvey thanked Chief Phipps for highlighting the police department's yearly report.

Council Member Weir thanked Chief Phipps for all his department's hard work.

Interim City Manager Dunlop thanked Public Works Director Tuley and the Engineering Department for highlighting the city's capital project status report

**MOTION:** Upon a motion made by Council Member Amezcua and seconded by Council Member Weir, to approve and accept the February 2022 Departmental Reports.

There was no further discussion.

**Motion to approve carried 6-0**

At the direction of Mayor Harvey, Item 10 and Item 11 were conducted next.

**10. Consideration, discussion, and possible action on the City of Manor fiscal year 2023 Water/Wastewater rate study engagement letter.**

The city staff recommended that the City Council approve the City of Manor fiscal year 2023 Water/Wastewater rate study engagement letter.

Director of Finance Collins discussed the proposed Water/Wastewater rate study engagement letter

**MOTION:** Upon a motion made by Council Member Amezcua and seconded by Council Member Moreno, to approve the City of Manor fiscal year 2023 Water/Wastewater rate study engagement letter.

There was no further discussion.

**Motion to approve carried 6-0**

**11. Consideration, discussion, and possible action on an award of a lease contract for the funding of City vehicles.**

The city staff recommended that the City Council award the lease contract to Government Capital Corp. and authorize the Interim City Manager to execute the contract after legal review.

Director of Finance Collins discussed the proposed lease contract for funding of city vehicles.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Council Member Wallace, to award the lease contract to Government Capital Corp. and authorize the Interim City Manager to execute the contract after legal review.

There was no further discussion.

**Motion to approve carried 6-0**

**6. First Reading: Consideration, discussion and possible action on an ordinance rezoning Manor Commons East for a Planned Unit Development Amendment for 149.247 acres, more or less, out of the Greenbury Gates Survey No. 63, Abstract 315, and being located near the intersection of US Hwy 290 and N. FM 973, Manor, TX. Applicant: LIQUE Engineers; Owner: Ahmed Jafferally**

The city staff recommended that the City Council approve the first reading of an ordinance rezoning Manor Commons East for a Planned Unit Development Amendment for 149.247 acres, more or less, out of the Greenbury Gates Survey No. 63, Abstract 315, and being located near the intersection of US Hwy 290 and N. FM 973, Manor, TX.

Matt Mitchell with LIQUE Engineering submitted a speaker card but did not wish to speak; however, he was available to answer any questions posed by the City Council.

Ordinance: An Ordinance of the City of Manor, Texas, Amending the Zoning Ordinance by Repealing and Replacing Exhibit “A” to Amend the Manor Commons East Planned Unit Development (PUD); Making Findings of Fact; and Providing For Related Matters.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Mayor Pro Tem Hill, to approve the first reading of an ordinance rezoning Manor Commons East for a Planned Unit Development Amendment for 149.247 acres, more or less, out of the Greenbury Gates Survey No. 63, Abstract 315, and being located near the intersection of US Hwy 290 and N. FM 973, Manor, TX.

There was no further discussion.

**Motion to approve carried 6-0**

**7. Consideration, discussion and possible action on a Concept Plan for the Palomino Subdivision, one hundred eighteen (118) lots on 50.34 acres more or less, and being located near the intersection of N. FM 973 and Johnson Road, Manor, TX. Applicant: BGE, Inc.; Owner: DR Horton**

The city staff recommended that the City Council approve Concept Plan for the Palomino Subdivision, one hundred eighteen (118) lots on 50.34 acres more or less, and being located near the intersection of N. FM 973 and Johnson Road, Manor, TX.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Council Member Moreno, to approve a Concept Plan for the Palomino Subdivision, one hundred eighteen (118) lots on 50.34 acres more or less, and being located near the intersection of N. FM 973 and Johnson Road, Manor, TX.

There was no further discussion.

**Motion to approve carried 6-0**



8. **Consideration, discussion and possible action on a Resolution of the City of Manor, Texas determining the costs of certain authorized improvements to be financed by the Lagos Public Improvement District; approving an Amended and Restated Service and Assessment plan, including the proposed Assessment Roll; calling for and authorizing publication and delivery of notice of a public hearing for April 6, 2022 to consider an ordinance levying assessments on property located within Improvement Area #1 of the Lagos Public Improvement District; directing the filing of the proposed Assessment Roll with the City Secretary to make said proposed Assessment Roll available for public inspection; directing City Staff to publish and mail notice of said public hearing; and resolving other matters related to the foregoing.**

The city staff recommended that the City Council approve Resolution No. 2022-05.

Assistant City Attorney Rivera discussed the amended and restated service and assessment plan for Lagos PID.

Rob Hayslip with P3Works LLC submitted a speaker card in support of this item but did not wish to speak; however, he was available to answer any questions posed by the City Council.

The discussion was held regarding provision that would be added to the development agreement regarding drainage concerns.

Resolution No. 2022-05 : A Resolution of the City of Manor, Texas Determining the Costs of Certain Authorized Improvements to be Financed by the Lagos Public Improvement District; Approving an Amended and Restated Service and Assessment Plan, Including the Proposed Assessment Roll; Calling for and Authorizing Publication and Delivery of Notice of a Public Hearing for April 6, 2022 to Consider an Ordinance Levying Assessments on Property Located Within Improvement Area #1 of the Lagos Public Improvement District; Directing the Filing of the Proposed Assessment Roll With the City Secretary to Make Said Proposed Assessment Roll Available for Public Inspection; Directing City Staff to Publish and Mail Notice of Said Public Hearing; and Resolving Other Matters Related to the Foregoing.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua, to approve Resolution No. 2022-05 as read.

The discussion was held regarding renovations of parking areas.

The discussion was held regarding the opinion of possible cost for the bond.

There was no further discussion.

**Motion to approve carried 6-0**

**9. Consideration, discussion, and possible action on a change order to the construction contract for the Wilbarger Creek Wastewater Treatment and Collection System Improvements Phase 2 project.**

The city staff recommended that the City Council approve Change Order No. 3 to the construction contract for the Wilbarger Creek Wastewater Treatment and Collection System Improvements Phase 2 project with Austin Engineering Company, Inc. in the amount of \$44,530.00.

City Engineer Gray discussed the proposed change order for the Wilbarger Creek Wastewater Treatment and Collection System Improvements Phase 2 project.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Council Member Wallace, to approve Change Order No. 3 to the construction contract for the Wilbarger Creek Wastewater Treatment and Collection System Improvements Phase 2 project with Austin Engineering Company, Inc. in the amount of \$44,530.00.

The discussion was held regarding clarification on the easement.

There was no further discussion.

**Motion to approve carried 6-0**

Mayor Harvey adjourned the regular session of the Manor City Council into Executive Session at 8:19 p.m. on Wednesday, March 16, 2022, in accordance with the requirements of the Open Meetings Law.

**EXECUTIVE SESSION**

The Manor City Council convene into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in - Section 551.071 Consultation with Attorney and Section 1.05, Texas Disciplinary Rules of Professional Conduct - Regarding pending litigation, specifically Cause No. D-1-GN-21-007391; City of Manor, Texas v. Travis County Emergency Services District No. 12, In the 98th District Court, Travis County, Texas; Sections 551.071, 551.072 and 551.087, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding real property located at the corner of Highway 290 and FM 973, Manor, Texas; Section 551.071, Texas Government Code and Section 1.05, Texas Disciplinary Rules of Professional Conduct (Consultation with Attorney) to consult with legal counsel regarding Capital Metropolitan Transportation Authority; Sections 551.071 and 551.072, Texas Government Code and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding real property - 10.23 acres more or less located in Travis County, Texas located at the NE corner of Ring Dr and Skimmer Run, Manor, Texas; and Section 551.074 (Personnel Matters) to interview and consider the appointment of an applicant to the position of City Manager. at 8:12 p.m. on Wednesday, February 23, 2022.

The Executive Session was adjourned at 9:57 p.m. on Wednesday, March 16, 2022

**OPEN SESSION**

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during Closed Executive Session at 9:57 p.m. on Wednesday, March 16, 2022.

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

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to direct staff as discussed in Executive Session for the property located at the corner of Highway 290 and FM 973, Manor, Texas.

There was no further discussion.

**Motion to approve carried 6-0**

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Amezcua to direct the City Manager to enter in negotiation and execute the earnest money contract for the property located at the NE corner of Ring Drive and Skimmer Run, Manor, Texas.

There was no further discussion.

**Motion to approve carried 6-0**

**ADJOURNMENT**

The Regular Session of the Manor City Council Adjourned at 9:59 p.m. on Wednesday, March 16, 2022.

These minutes approved by the Manor City Council on the 6<sup>th</sup> day of April 2022. *(Audio recording archived)*

**APPROVED:**

\_\_\_\_\_  
Dr. Christopher Harvey  
Mayor

**ATTEST:**

\_\_\_\_\_  
Lluvia T. Almaraz, TRMC  
City Secretary



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 6, 2022  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Administration

### AGENDA ITEM DESCRIPTION:

Second and Final Reading: Consideration, discussion and possible action on an ordinance rezoning Manor Commons East for a Planned Unit Development Amendment for 149.247 acres, more or less, out of the Greenbury Gates Survey No. 63, Abstract 315, and being located near the intersection of US Hwy 290 and N. FM 973, Manor, TX.

*Applicant: LIQUE Engineers*

*Owner: Ahmed Jafferally*

### BACKGROUND/SUMMARY:

This PUD Amendment adds the commercial (C-PUD) uses of: Automotive Repair Services and Automotive Washing. It removes the uses: Aviation Services, Construction Sales and Services, Employee Recreation, Funeral Services, and Monument Retail Sales. It also modifies the minimum size of a residential lot to allow for landscape and access lot.

P&Z Commission voted 5-0 to recommend approval on March 9, 2022.

First Reading was approved by City Council on March 16, 2022.

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

- Ordinance No. 641
- Location Map
- Final Plat
- Notice and Labels

### STAFF RECOMMENDATION:

It is the city staff's recommendation that the City Council approve the second and final reading of Ordinance No. 641 rezoning Manor Commons East for a Planned Unit Development Amendment for 149.247 acres, more or less, out of the Greenbury Gates Survey No. 63, Abstract 315, and being located near the intersection of US Hwy 290 and N. FM 973, Manor, TX.

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

**ORDINANCE NO. 641**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REPEALING AND REPLACING EXHIBIT “A” TO AMEND THE MANOR COMMONS EAST PLANNED UNIT DEVELOPMENT (PUD); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.**

**Whereas**, Ordinance 459 was adopted by the City of Manor City Council on March 1, 2017;

**Whereas**, Ordinance 546 amending Ordinance 459 was adopted by the City of Manor City Council on August 7, 2019;

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

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

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

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

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

**Section 2. Amendment of Zoning Ordinance.** Ordinance No. 546 is hereby modified and amended by replacing Exhibit “A” in its entirety and replacing it with a new Exhibit “A” hereto attached.

**Section 3. Amendment of Conflicting Ordinances.** Exhibit “A” of the City’s Ordinance 546 is hereby amended as provided in this Ordinance. All ordinances and parts of ordinances in conflict with this Ordinance are amended to the extent of such conflict. In the event of a conflict or inconsistency between this Ordinance and any code or ordinance of the city, the terms and provisions of this Ordinance shall govern.

**Section 4. Open Meetings.** That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Texas Government Code.

**ORDINANCE NO. 641**

**PASSED AND APPROVED FIRST READING** on this the 16<sup>th</sup> day of March 2022.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the 6<sup>th</sup> day of April 2022.

**CITY OF MANOR, TEXAS:**

\_\_\_\_\_  
Dr. Christopher Harvey, Mayor

**ATTEST:**

\_\_\_\_\_  
Lluvia T. Almaraz, City Secretary  
City of Manor, Texas

**EXHIBIT "A"**

Property Address: SE Corner of US Hwy 290 and FM 973  
Property Legal Description:

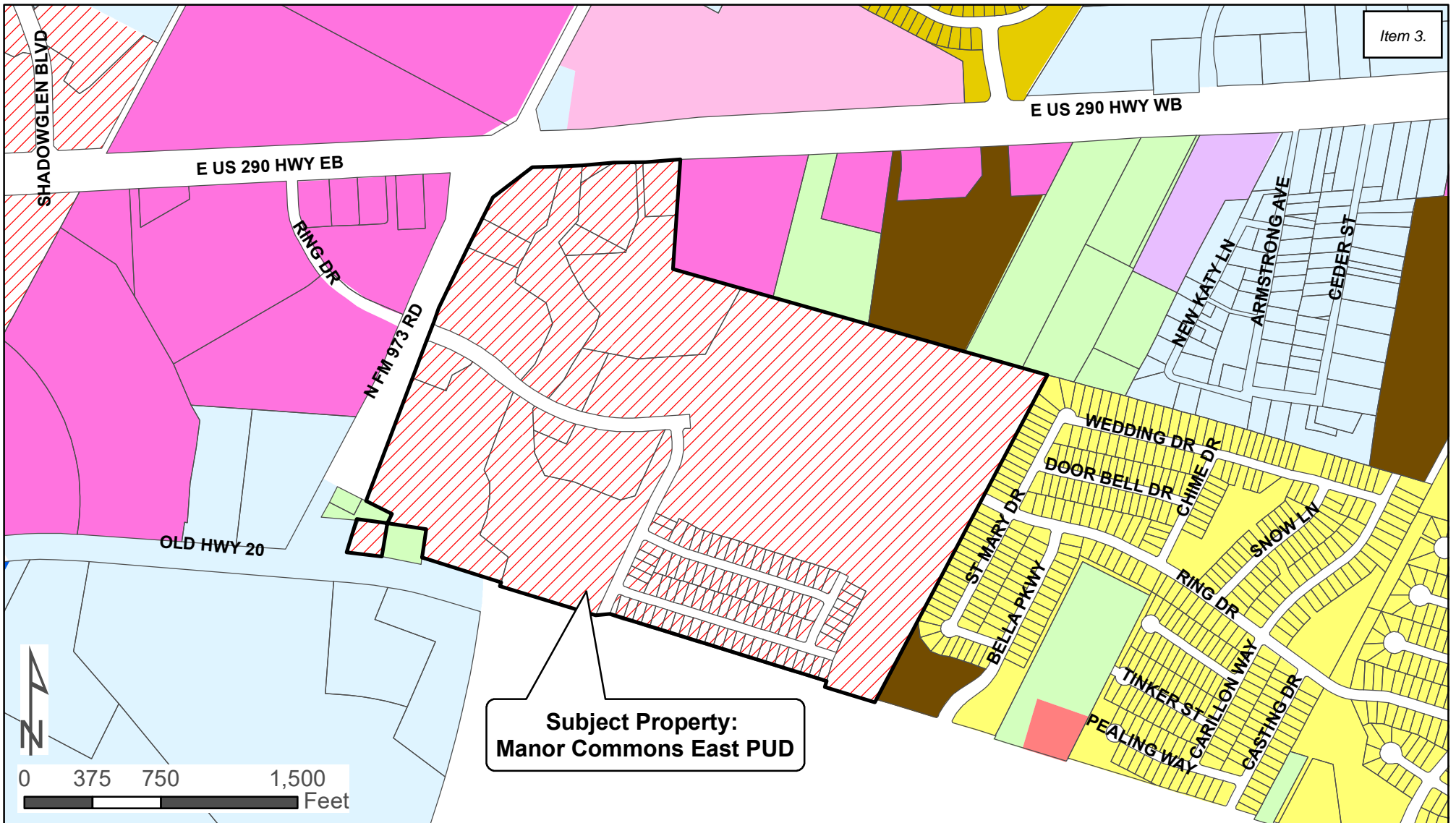
Tract 1: Being 39.15 acres of land located in the Greenbury Gates survey number 63, abstract 315 and the Calvin Barker Survey number 38, abstract number 58, in Travis County, Texas and being all of a called 39.169 acre tract of land recorded in the name of Michael J. Paclik in volume 11368, page 1134, of the Travis County Deed Records (T.C.D.R).

Tract 2: Being 104.61 acres of land located in the Greenbury Gates survey number 63, abstract number 315 and the Calvin Barker survey number 38, abstract 58, in Travis County, Texas, and being all of a called 105.50 acre tract of land recorded in the name of George Bell in volume 869, page 550 of the Travis County Deed Records (T.C.D.R).

Tract 3: All of that certain 3.017 acre (131,422 S.F.) tract or parcel of land situated in the Greenbury Gates survey number 63, abstract 315, Travis County, Texas and being a portion of the existing Texas Department of Transportation right-of-way (R.O.W.) at the southeast intersection of U.S. Highway 290 and F.M. 973, conveyed to the State of Texas from Mrs. Cecil Hague in volume 622, page 450 of the Travis County Deed Records (T.C.D.R.) and awarded in judgement of condemnation against J.M. Ashmore and wife in volume K, page 35 of the Civil Minutes of Travis County (C.M.T.C.).

Tract 4: All of that certain 2.50 acre tract or parcel of land, situated in the Greenbury Gates survey number 63, abstract 315, Travis County, Texas and being all of a called 2.50 acre tract of land recorded in the name of son Tan Ma in volume 99845, page 595 of the Travis County Deed Records (T.C.D.R).

Tract 5: All of that certain 3.62 acre tract or parcel of land, situated in the Greenbury Gates survey 63, abstract 315, Travis County, Texas and being all of a called 3.62 acre tract of land recorded in the name of Billie J. and Barbara K Lyna in volume 6153, page 2376 or the Travis County Deed Records (T.C.D.R.).



**Subject Property:  
Manor Commons East PUD**



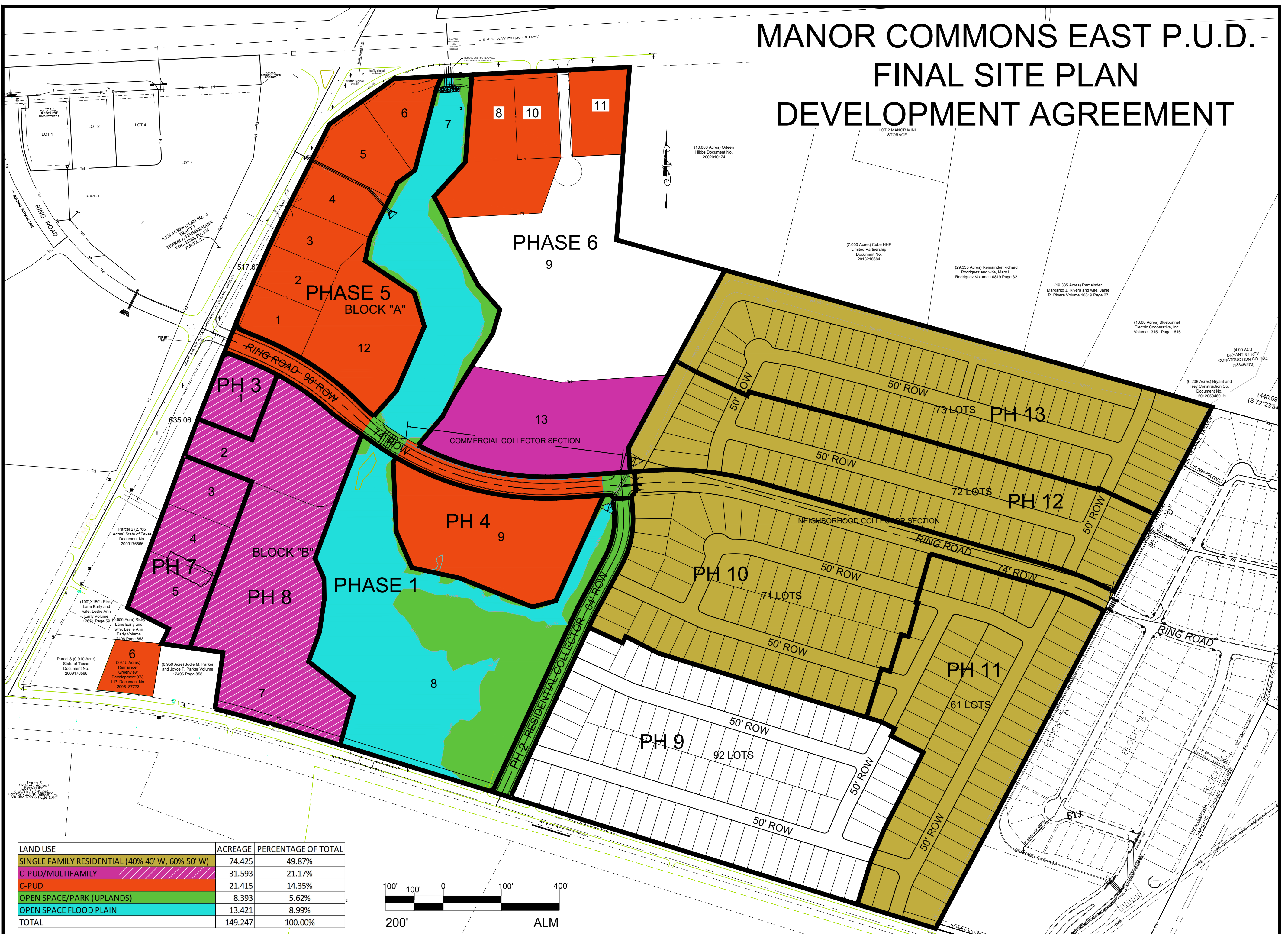
## Proposed Planned Unit Development (PUD) Amendment

**Zone**

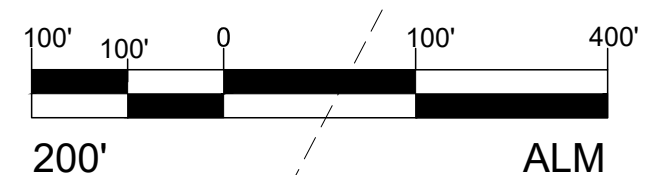
- |   |   |  |
|---|---|--|
| <ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #90EE90; border: 1px solid black; margin-right: 5px;"></span> A - Agricultural</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #FFFF00; border: 1px solid black; margin-right: 5px;"></span> SF-1 - Single Family Suburban</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #FFD700; border: 1px solid black; margin-right: 5px;"></span> SF-2 - Single Family Standard</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #FFA07A; border: 1px solid black; margin-right: 5px;"></span> TF - Two Family</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #FF8C00; border: 1px solid black; margin-right: 5px;"></span> TH - Townhome</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #8B4513; border: 1px solid black; margin-right: 5px;"></span> MF-1 - Multi-Family 15</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #654321; border: 1px solid black; margin-right: 5px;"></span> MF-2 - Multi-Family 25</li> </ul> | <ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #9ACD32; border: 1px solid black; margin-right: 5px;"></span> MH-1 - Manufactured Home</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #ADD8E6; border: 1px solid black; margin-right: 5px;"></span> I-1 - Institutional Small</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #0000FF; border: 1px solid black; margin-right: 5px;"></span> I-2 - Institutional Large</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #800000; border: 1px solid black; margin-right: 5px;"></span> GO - General Office</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #FFB6C1; border: 1px solid black; margin-right: 5px;"></span> C-1 - Light Commercial</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #FF00FF; border: 1px solid black; margin-right: 5px;"></span> C-2 - Medium Commercial</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #FF00FF; border: 1px solid black; margin-right: 5px;"></span> C-3 - Heavy Commercial</li> </ul> | <ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #FF6347; border: 1px solid black; margin-right: 5px;"></span> NB - Neighborhood Business</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #FF0000; border: 1px solid black; margin-right: 5px;"></span> DB - Downtown Business</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #DDA0DD; border: 1px solid black; margin-right: 5px;"></span> IN-1 - Light Industrial</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #800080; border: 1px solid black; margin-right: 5px;"></span> IN-2 - Heavy Industrial</li> <li><span style="display: inline-block; width: 15px; height: 10px; border-bottom: 2px dashed black; margin-right: 5px;"></span> PUD - Planned Unit Development</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #ADD8E6; border: 1px solid black; margin-right: 5px;"></span> ETJ</li> </ul> |
|---|---|--|



# MANOR COMMONS EAST P.U.D. FINAL SITE PLAN DEVELOPMENT AGREEMENT



LAND USE	ACREAGE	PERCENTAGE OF TOTAL
SINGLE FAMILY RESIDENTIAL (40% 40' W, 60% 50' W)	74.425	49.87%
C-PUD/MULTIFAMILY	31.593	21.17%
C-PUD	21.415	14.35%
OPEN SPACE/PARK (UPLANDS)	8.393	5.62%
OPEN SPACE FLOOD PLAIN	13.421	8.99%
TOTAL	149.247	100.00%



- C-PUD**  
Proposed and Permitted Uses. This district allows a mix of commercial uses including retail, office, commercial, and similar uses excluding residential and multifamily. This district allows the retail sale of goods and products (in the following listed use areas) to which value has been added on-site, including sales of goods and services outside of the primary structure as customary with the uses specifically listed, and the following:
- Administrative Offices and Administrative Services,
  - Art Gallery and Art Workshop,
  - Automotive Rental,
  - Automotive Repair Services,
  - Automotive Washing,
  - Bed and Breakfast,
  - Business and Trade Schools,
  - Civic Uses including but not limited to: a college or university, cultural services, Communication Service Facilities, Community Events, Community Recreation, Local Utility Services, Major Public Facilities, Private and Public Primary and Secondary Education Facilities, Postal Facilities, Religious Assembly, Safety Services, Transportation Terminal and all other Civic Uses (c).
  - Club or Lodge,
  - Communication Services,
  - Convenience Storage,
  - Cocktail lounge,
  - Consumer Convenience Services,
  - Consumer Convenience Stores,
  - Consumer Repair Services,
  - Counseling Services,
  - Day Care Services,
  - Financial Services,
  - Florist,
  - Food Court Establishment
  - Food Preparation less than 5,000 Sq. Ft. GFA
  - Food Sales,
  - General Retail Sales,
  - Hospital Services,
  - Hotel and Motel,
  - Indoor Entertainment and Indoor Sports and Recreation,
  - Kennels,
  - Laundry Services,
  - Liquor Sales,
  - Medical Offices,
  - Off-Site Accessory Parking,
  - Outdoor Entertainment and Outdoor Sports and Entertainment,
  - Personal Improvement Services and Personal Services,
  - Pet Services,
  - Plant Nursery,
  - Printing and Publishing,
  - Professional Office,
  - Recreation Equipment Sales,
  - Restaurant,
  - Restaurant with drive-through
  - Service Station,
  - Theater,
  - Veterinary Services.

**Subdivision Information and Guidelines**

- The Subdivision Allowances and Guidelines requested by the Manor Commons East PUD are as follows:
- Lot frontage widths of single-family lots shall be as follows:
    - Not more than 40% of such lots, not including cul-de-sac lots, may have a lot frontage width of not less than 40 feet.
    - 60% or more of such lots, not including cul-de-sac lots, shall have a lot frontage width of 50 feet or greater.
  - The minimum single-family residential lot shall be 4,800 square feet.
  - Single Family residential lots shall have a minimum side set back of five (5) feet for each lot.
  - Single family residential lots shall have a minimum rear set back of ten (10) feet for each lot.
  - Lots shall not be required to face a similar lot across the street.
  - Concept Plan and the Preliminary Plat will expire ten (10) years after the filing date instead of the period designated in Ordinance No. 263B.
  - The Final Plat is recorded in the Official Public Records within two years of approval by the Commission, such approval shall be void, except that the developer may apply in writing to allow extension of approval prior to the end of such two (2) year period, stating just cause therefore, and the Commission may grant an extension not to exceed one year.

**Zoning Guidelines Requested and Zoning Information Provided**

The Zoning Allowances and Guidelines requested for the Manor Commons East PUD are as follows:

- Approved Land Uses  
The land uses shown on the master plan shall be permitted. Changes to the location of the land uses shown on the master plan shall be granted by the planning and zoning commission if (a) the proposed land uses are consistent with the following table; or (b) the change in location of land uses does not result in a higher density use than the use shown on the master plan. Any application for a change in location of land uses is deemed approved if the planning and zoning commission does not disapprove it within 30 days after the date the application is filed with the city secretary. If the planning and zoning commission disapproves an application for a change of land uses, then the applicant may appeal that disapproval to the City Council. The City Council will act on appeal within 30 days of the date the appeal is filed with the City Secretary.

**TABLE 1: SITE DATA AND ACREAGES**

LAND USE	ACREAGE	PERCENTAGE OF TOTAL ACREAGE
SINGLE FAMILY RESIDENTIAL	74.425	49.87%
MULTIFAMILY (R-3) / COMMERCIAL C-PUD	17.191	11.52%
COMMERCIAL C-PUD	35.133	23.54%
OPEN SPACE / CITY PARKLAND	22.499	15.07%
TOTAL	149.247	100.0%

**2. Minimum Lot Size, Height, and Lot Width Information**

**TABLE 2: SETBACK, HEIGHT, AND LOT WIDTH INFORMATION**

LAND USE	FRONT YARD SETBACK (FT)	SIDE YARD SETBACK (FT)	STREET SIDE YARD SETBACK (FT)	REAR YARD SETBACK (FT)	MINIMUM LOT SIZE (SQ. FT)	MINIMUM LOT WIDTH (FT)	MAX HEIGHT LIMIT (FT)
SINGLE FAMILY RES.	20	5	15	10	4,800	40	35
R-3	25	5	15	10	7,500	50	50
C-PUD	25	7	15	15	5,750	50	50
OS	25	10	15	25	7,500	60	35

Note: Single Family Development will follow the guidelines above and below when such category is listed (when a guideline is not listed, Single Family will default to R-2 zoning in the City of Manor Zoning Ordinance for interpretation of a specific guideline):

- Not more than 40% of such lots, not including cul-de-sac lots, may have a lot frontage width of not less than 40 feet.
- 60% or more of such lots, not including cul-de-sac lots, shall have a lot frontage width of 50 feet or greater.
- The minimum single-family residential lot shall be 4,800 square feet.
- Duplexes will not be allowed.
- Cul-de-sac lots shall have minimum frontage of 33 feet.
- MINIMUM LOT FRONTAGE, SQUARE FOOTAGE, AND LOT PERCENTAGES DO NOT APPLY TO LANDSCAPE/ACCESS LOTS. OCCUPIED STRUCTURES SHALL NOT BE PERMITTED ON LANDSCAPE/ACCESS LOTS. NON-OCCUPIED STRUCTURES SHALL BE A MINIMUM OF 10' FROM THE LANDSCAPE/ACCESS LOT BOUNDARY, UNLESS AUTHORIZED BY THE BUILDING OFFICIAL. SIDEWALKS, PAVING, AND FENCING SHALL NOT BE CONSIDERED STRUCTURES FOR THE PURPOSES OF SETBACKS.

**3. Multifamily Development**

Multifamily Development will follow the guidelines above and below for R-3 zoning when such category is referenced unless an exception is noted. Multifamily development will not allow more than 25% of any project to be affordable units that are in a government program with the exception of Senior Housing in which a community may have an unlimited amount of affordable units. When no specific guideline is listed, Multifamily Development will follow the R-3 Zoning guidelines listed in the City of Manor Zoning Ordinance 185-P effective as of June 20, 2016.

**4. Commercial Development**

Commercial Development will follow the uses and guidelines listed under C-PUD. When a specific guideline is not listed, Commercial Development will follow the guidelines as listed under C-1 and C-2 Zoning in the City of Manor Zoning ordinance 185-P effective as of June 20, 2016.

**5. Lot Coverage**

**TABLE 3: ALLOWABLE LOT COVERAGE**

LAND USE	MAIN BUILDINGS	MAIN AND ACCESSORY BUILDINGS
Single Family Residential	40%	50%
R-3	40%	50%
C-PUD	60%	70%
OS	50%	60%

Note: Single Family development will follow the Single Family Residential Guidelines. Multifamily will follow the R-3 Guidelines. Commercial development will follow the C-PUD Guidelines and Open Space will follow the OS guidelines.

**6. Open Space**

In addition, to the uses allowed under the OS guidelines, food trailers will be a permitted use. Parkland Dedication requirements for the entire PUD including but not limited to single family, multifamily and commercial will be satisfied upon the dedication of Open Space to the City of Manor by developer.

**7. Landscaping**

The following percentage of the net area of each lot shall be landscaped. The net lot area shall equal the total area less the area to be left unimproved because of the existence of natural features that are worthy of preservation or that would make improvements impractical.

**TABLE 4: LANDSCAPING REQUIREMENTS**

LAND USE	NET LOT AREA
Single Family Residential	SEE NOTE
R-3	20%
C-PUD	15%
OS	20%

Note: minimum landscaping requirements for each lot within a single-family dwelling shall be a minimum of two (2) two-inch trees, six (6) two-gallon shrubs and lawn grass from the property line to the front two (2) corners of the structure. Residential structures on reverse frontage lots shall also be required to screen the rear of the structure from the abutting highway, access road, or other public right of ways.

**8. Maximum Density**

**TABLE 5: ALLOWABLE MAXIMUM DENSITIES**

LAND USE	MAXIMUM DENSITY
R-3	23 UNITS PER ACRE
C-PUD	1.8 TO 1 FAR

**9. Tree Removal and Tree Mitigation**

For any commercial lots, all tree mitigation related to a particular lot will occur and be addressed at the time of a site development permit related to such particular lot and will not be required to be addressed prior to such time.

**10. Sidewalks on Ring Road**

No sidewalks will be required on Ring Road on the south side of the road in areas designated on Exhibit A as an 8 foot concrete walk along the north side of Ring Road. An 8 foot sidewalk will be required on the north side of Ring Road in such designated areas.

**11. Landscaping**

Landscaping will comply with City of Manor Ordinance 365.

**12. Off-street Parking and Loading Facilities**

Standard City of Manor Parking requirements will be used but any user may apply for a variance from the City of Manor parking requirements with signed authorization from the developer without revising or amending the PUD document.

**13. Environmental**

Development will be in accordance with the Environmental Assessment for the site.

**14. Drainage**

A CLOMR has been approved for the proposed development and drainage requirements will be demonstrated with the Preliminary Plan Submittal.

**15. Water and Wastewater**

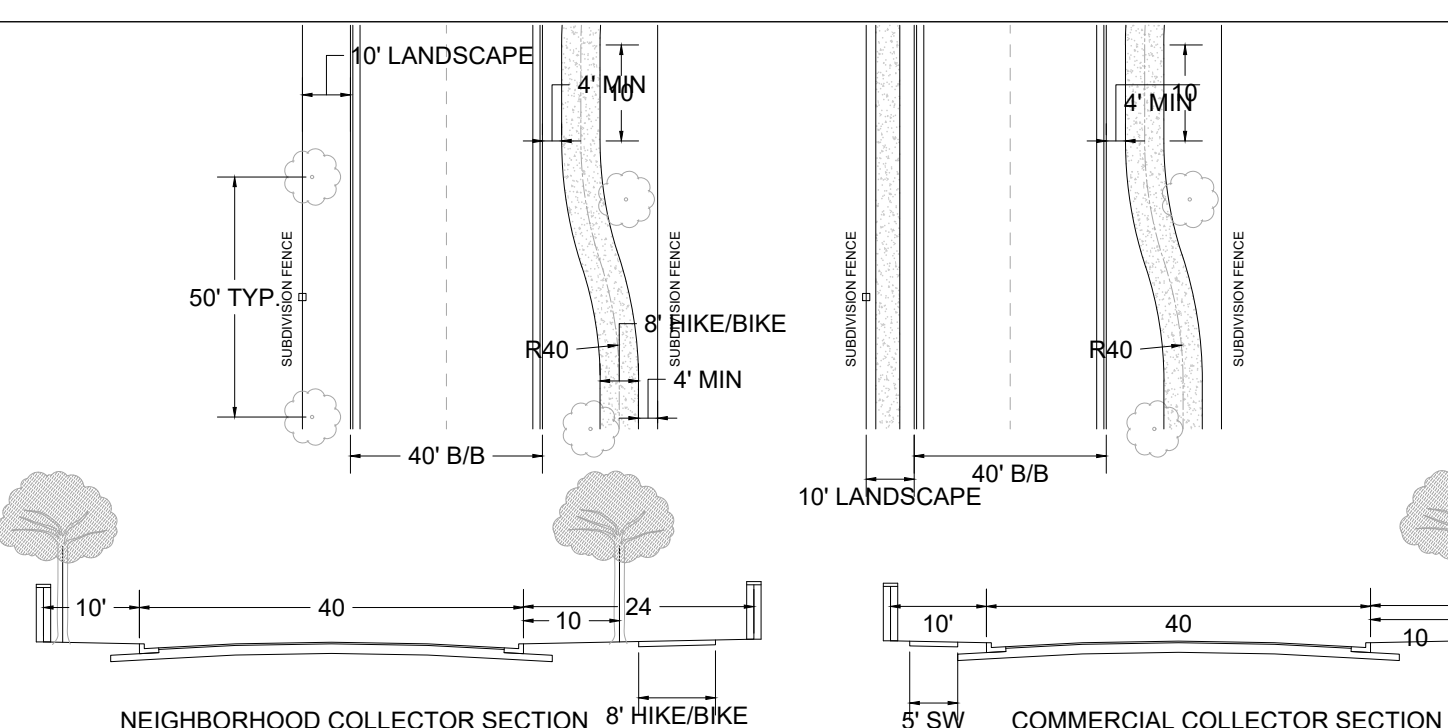
Wastewater for the entire development will be provided by the City of Manor. Water for the commercial areas will be provided by the City of Manor and for the residential areas by Manville W.S.C. The area designated as potential multifamily will be served by Manville W.S.C. unless they differ to the City of Manor.

**16. Garbage Service**

Garbage Service will be provided by a state permitted waste disposal service.

**17. Electric and Gas**

Electric service will be provided by Bluebonnet Electric. Gas service will be provided by Atmos.



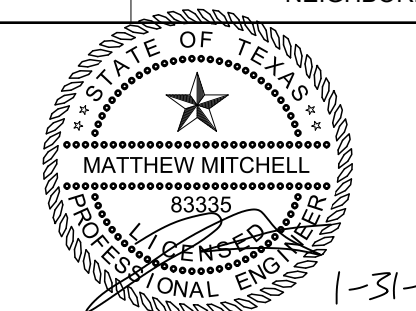
ACCEPTED AND AUTHORIZED for record by the Planning Commission of the City of Manor, Texas, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022, A.D.

Approved: Julie Leonard, Chairperson  
Attest: City Secretary

ACCEPTED AND AUTHORIZED for record by the City Council of the City of Manor, Texas, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022, A.D.

Approved: Dr. Christopher Harvey, Mayor  
Attest: City Secretary

MANOR COMMONS EAST P.U.D.  
FINAL SITE PLAN  
MANOR, TEXAS



**ALM ENGINEERING, INC.**  
CONSULTING ENGINEERS  
925 S Capital of TX Hwy, Ste. B220  
West Lake Hills, Texas 78746  
(512) 431-9600 \* almeng@sbcglobal.net

SCALE:	#	REVISION	DATE
1"=200'	1	INCREASE C-PUD/MULTIFAMILY ZONING AREA	6/10/2019
DATE: 1/31/2022	2	REVISE C-PUD USES & 4800sq ACCESS L.S. LOTS	1/28/2022
JOB: P.U.D.			
DRAWN BY:			
CHECKED BY: MM			



February 23, 2022

## City of Manor Development Services

# Notification for a Rezoning Application

Case Number: 2021-P-1388-ZO

Case Manager: Scott Dunlop

Contact: [sdunlop@cityofmanor.org](mailto:sdunlop@cityofmanor.org) - 512-215-8262

The City of Manor Planning and Zoning Commission and City Council will be conducting regularly scheduled meetings for the purpose of considering and acting upon on a Rezoning Application for 149.247 acres, more or less, and being located near the intersection of US Hwy 290 and N. FM 973, Manor, TX. The request will be posted on the agenda as follows:

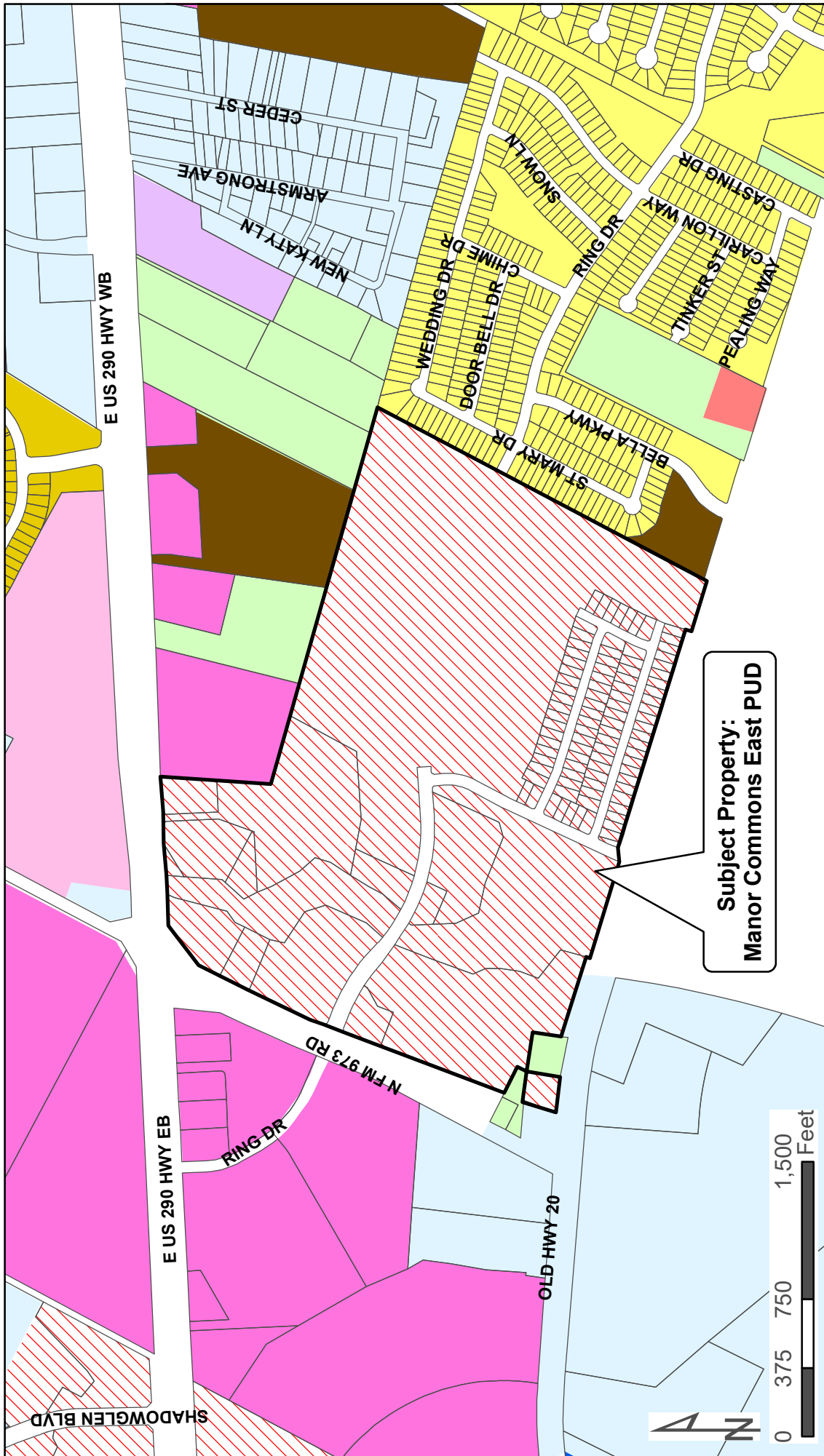
**Public Hearing: Conduct a public hearing on a Rezoning Application for Manor Commons East for a Planned Unit Development Amendment for 149.247 acres, more or less, out of the Greenbury Gates Survey No. 63, Abstract 315, and being located near the intersection of US Hwy 290 and N. FM 973, Manor, TX.**

***Applicant:* LIQUE Engineers**

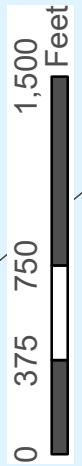
The Planning and Zoning Commission will meet at 6:30PM on March 9, 2022 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on March 16, 2022 at 105 East Eggleston Street in the City Hall Council Chambers.

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

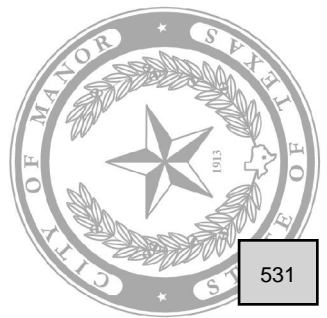


**Subject Property:  
Manor Commons East PUD**



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

# Proposed Planned Unit Development (PUD) Amendment



Item 3.

GRIFFIN DEMETRIUS L & WILBERT  
GRIFFIN  
12828 SAINT MARY'S DR  
MANOR, TX 78653

VILLELA TINA W  
12832 SAINT MARY'S DR  
MANOR, TX 78653

CASTELO MONICA  
12836 SAINT MARY'S DR  
MANOR, TX 78653

EJAZ RABIA & ASIM INAM  
222 SHORTHORN ST  
CEDAR PARK, TX 78613

JACKSON DOUGLAS E  
12844 SAINT MARY'S DR  
MANOR, TX 78653

WHITE LAWRENCE  
12848 ST. MARY'S DR  
MANOR, TX 78653

VALDEZ ALISSA L & JOSE N RODRIGUEZ  
12852 SAINT MARY'S DR  
MANOR, TX 78653

MYERS ANDREW MASON  
12856 SAINT MARY'S DR  
MANOR, TX 78653

VILLARREAL JORGE S & AIDEE T  
12860 ST MARY'S DR  
MANOR, TX 78653

HERRERA LISA & JOSEPH R NIETO  
12700 WEDDING  
MANOR, TX 78653

MENDOZA DORA ALICIA  
12704 WEDDING  
MANOR, TX 78653

DELOACH TRACIE D & FREDERICK  
12708 WEDDING DR  
MANOR, TX 78653

MARTINEZ NANCY  
12700 DOORBELL DR  
MANOR. TX 78653

HAYWOOD SHELTON M & TRIMICA S  
12704 DOORBELL DR  
MANOR, TX 78653

MORALES JOSE E & CELIDA LOPEZ  
12708 DOORBELL DR  
MANOR, TX 78653

PADILLA LUCERO & ZICO MICHEL  
GOMEZ-BENITEZ  
12701 DOORBELL DR  
MANOR, TX 78653

LINDELL CRISTAL  
12705 DOORBELL DR  
MANOR, TX 78653

DOWNER TERESA R  
7735 KYLE ST  
TUJUNGA, CA 91042

REINER AUBREY  
12700 RING DR  
MANOR, TX 78653

HANKINS KRISTOPHER C  
12704 RING DR  
MANOR, TX 78653

HAMMERSMITH JACOB JOHN  
12757 ST MARY'S DR  
MANOR, TX 78653

AMERICAN HOMES 4 RENT  
ATTN: PROPERTY TAX DEPT 23975 PARK  
SORRENTO STE 300  
CALABASAS, CA 91302

LUO TIEN-YING  
15301 ORA LN  
PFLUGERVILLE, TX 78660

DIAZ JULIA K & REBECA DIAZ  
12745 SAINT MARY'S DR  
MANOR, TX 78653

SAULS SHECHEM  
12741 ST MARY'S DR  
MANOR, TX 78653

TIMMONS LARRY  
12737 ST MARY'S DR  
MANOR, TX 78653

RENTERIA RICARDO & RAQUEL MALPICA  
RIVERA  
12733 ST MARY'S DR  
MANOR, TX 78653

YANG ALLEN  
8230 SPICEWOODSPRINGS RD #9  
AUSTIN, TX 78759

BORRA MANAGEMENT LLC  
12501 PAINTED BUNTING DR  
AUSTIN, TX 78726

SHAH BIREN J  
9305 GRAND OAK CV  
AUSTIN, TX 78750

VARGAS ALANA LORENE & ALEJANDRO  
12612 SAINT MARY'S DR  
MANOR, TX 78653-4598

HABIB ENTERPRISES LLC  
PO BOX 27241  
AUSTIN, TX 78755

CARNEIRO LEONILSO & MARIA  
CARNEIRO  
12620 ST MARY'S DR  
MANOR, TX 78653

Item 3.

WEILL JACOB & MICHEAL A WEILL  
26120 HALL RD  
JUNCTION CITY, TX 97448

RAMAKRISHNAN ARVIND  
1400 CARPENTIER ST APT 205 SAN  
LEANDRO, CA 94577

TEFERRA GIRMA WOLD & GENET T  
GEBREYSUS  
12632 ST MARY'S DR.  
MANOR, TX 78653

COLEMAN MERLINDA B  
12636 SAINT MARY'S DR  
MANOR, TX 78653

REDKEY TIMOTHY GLEN  
8343 EXBOURNE ST  
SAN ANTONIO, TX 78250

SANCHEZ ZONIA & WILL A CRUZ  
12704 ST MARY'S DR  
MANOR, TX 78653

BUTLER ROSALYN  
12708 ST MARY'S DR  
MANOR, TX 78653

KIRK REAGAN N & NATHAN J  
12712 ST MARY'S DR  
MANOR, TX 78653

SWAN KAREN ANNE  
12716 ST MARY'S DR  
MANOR, TX 78653

GOMEZ ROBERT  
12720 SAINT MARY'S DR  
MANOR, TX 78653

BUTLER TRUDY  
11830 FM 356 TRINITY  
MANOR, TX 75862

MUSE MARILYN  
12728 SAINT MARY'S DR  
MANOR, TX 78653

HUT HOMES INC  
1803 PALO ALTO  
LEANDER, TX 78641

BOLT DEBRA L  
144 COUNTY ROAD 703  
ATHENS, TX 37303

LAREZ MARY ANN  
12740 ST MARY'S DR  
MANOR, TX 78653

WILLIAMS ARTISHA R  
12744 SAINT MARY'S DR  
MANOR, TX 78653

AMERICAN HOMES 4 RENT PROPERTIES  
EIGHT LLC  
ATTN: PROPERTY TAX DEPT 23975 PARK  
SORRENTO STE 300  
CALABASAS, CA 91302

PEREZ EDUARDO  
12752 SAINT MARY'S DR  
MANOR, TX 78653

CARTER GERAIMY T  
12756 SAINT MARY'S DR  
MANOR, TX 78653

BENITEZ CRISTAL C & VICTOR M  
ALMAGUER JR  
12760 ST MARY'S DR  
MANOR, TX 78653

CAPELO REBEKAH C  
12800 SAINT MARY'S DR  
MANOR, TX 78653

YORK ANTHONY W  
19331 PEACHTREE LN  
HUNTINGTON BEACH, CA 92648

BOURGEOIS NAOMI  
12808 SAINT MARY'S DR  
MANOR, TX 78653

NEGASH HIRITY H  
12812 SAINT MARY'S DR  
MANOR, TX 78653

COLCHADO JAVIER FRANCO & MARIA  
ELENA PENAZOLA-MOYA  
12816 ST MARY'S DR  
MANOR, TX 78653

CADAVID ALVARO ALEXANDER  
12820 SAINT MARY'S DR  
MANOR, TX 78653

GUTIERREZ RITA  
12824 SAINT MARY'S DR  
MANOR, TX 78653

FASKE EFFIE MARIE  
12717 ST MARY'S DR  
MANOR, TX 78653

MARTINEZ FELIX RODRIGUEZ  
12713 SAINT MARY'S DR  
MANOR, TX 78653

DICKERSON CASSANDRA A &  
W  
12709 SAINT MARY'S DR  
MANOR, TX 78653

GLASER 2013 FAMILY TRUST MITCHELL C  
GLASER & WENDI ANN GLASER  
904 SAGEWOOD DR  
S LAKE TAHOE, CA 96150

IBARRA-MARTINEZ JOSE ALBERTO  
12701 SAINT MARY'S DR  
MANOR, TX 78653

GREENVIEW DEVELOPMENT 157 L P  
501 VALE ST  
AUSTIN, TX 78746

WILBARGER CREEK MUD NO 2  
ARMBURST & BROWN LLP 100  
CONGRESS AVE STE 1300  
AUSTIN, TX 78701-2744

MARQUEE INVESTMENTS LLC  
PO BOX 82653  
AUSTIN, TX 78708-2653

GREENVIEW DEVELOPMENT 973 L P  
BARTH TIMMERMANN 501 VALE ST  
AUSTIN, TX 78746-5732

EARLY RICKY LANE & LESLIE ANN  
101 OAK BREEZE CV  
GEORGETOWN, TX 78633-5608

ETERNAL FAITH BAPTIST CHURCH  
12720 FM 973  
MANOR, TX 78653-5151

TIMMERMANN GERALDINE  
PO BOX 4784  
AUSTIN, TX 78765-4784

GREENVIEW MANOR COMMONS SW LP  
PO BOX 162304  
AUSTIN, TX 78716-2304

BUTLER FAMILY PARTNERSHIP LTD  
PO BOX 9190  
AUSTIN, TX 78766-9190

TIMMERMANN COMMERCIAL  
INVESTMENTS LP  
501 VALE ST  
AUSTIN, TX 78746-5732

HIBBS SANDRA K  
5409 MUSKET RIDGE PKWY  
AUSTIN, TX 78759-6223

CUBE HHF LP  
5 OLD LANCASTER RD  
MALVERN, PA 19355-2132

GRASSDALE AT MANOR LLC  
16051 ADDISON RD STE 201  
ADDISON, TX 75001-5372

BLUEBONNET ELECTRIC COOPERATIVE INC  
PO BOX 260888  
PLANO, TX 75026-0888

BRYANT & FREY CONSTRUCTION  
COMPANY INC PO BOX 359  
MANOR, TX 78653-0359

SMSB REAL ESTATE LLC  
PO BOX 338  
FENTRESS, TX 78622-0338



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** April 6, 2022  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Development Services

---

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion and possible action on the First Amendment to Development Agreement (Lagos).

**BACKGROUND/SUMMARY:**

The developer is requesting that the City move forward with levying assessments while the bond closing is delayed due to construction of homes already underway within the PID. As part of the City agreeing with this request the parties are amending the development agreement to address offsite drainage issues.

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

- First Amendment to Development Agreement

**STAFF RECOMMENDATION:**

It is city staff's recommendation that the City Council approve the First Amendment to Development Agreement (Lagos).

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

---

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT  
(Lagos)**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (LAGOS) (this “**First Amendment**”) is dated effective \_\_\_\_\_, 2022 (the “**First Amendment Effective Date**”) and is entered into between the CITY OF MANOR, a Texas home-rule municipal corporation (the “**City**”) and 706 DEVELOPMENT CORPORATION, a Texas corporation, and 706 INVESTMENT PARTNERSHIP, LTD., a Texas limited partnership (“706 Investment”) (collectively, the “**Owner**”). The City and the Owner are sometimes referred to herein as a “**Party**” and collectively as the “**Parties.**”

**RECITALS:**

A. The Owner and the City previously entered into that certain Development Agreement (Lagos) dated effective August 21, 2019, (the “**Agreement**”), for that certain Project (as defined therein) located in the City of Manor, Travis County, Texas, as more particularly described in the Agreement.

B. 706 Development Corporation has since sold the property within the Project that it previously owned on the Effective Date of the Agreement and serves as a developer within the Project.

C. 706 Investment now owns a portion of the Property (as defined in the Agreement), which is more particularly described in Exhibit “A-1”; Ashton Austin Residential, LLC, a Texas limited liability company (“**Ashton**”) now owns a portion of the Property, which is more particularly described in Exhibit “A-2”; Pulte Homes of Texas, LP, a Texas limited partnership (“**Pulte**”) now owns a portion of the Property, which is more particularly described in Exhibit “A-3”; and Peter A. Dwyer, individually (“**Dwyer**”) now owns a portion of the Property, which is more particularly described in Exhibit “A-4”.

D. Ashton, Pulte, and Dwyer are executing and acknowledging this First Amendment solely as the owners of a portion of the Property.

E. 706 Development Corporation is executing and acknowledging this First Amendment solely as a party to the Agreement.

F. The Parties desire to amend the Agreement to amend the definition of “**Owner,**” and to address construction of drainage improvements and the amount the Owner shall be reimbursed for the cost of the offsite drainage improvements.

G. The Parties desire to modify and amend the Agreement as set forth in this First Amendment.

**AGREEMENT:**



**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Owner hereby agree as follows:

1. Incorporation of Recitals. The recitals set forth above are incorporated herein and made a part of this First Amendment to the same extent as if set forth herein in full.

2. Capitalized Terms. All capitalized terms in this First Amendment shall have the same meanings as in the Agreement unless expressly provided otherwise herein.

3. Owner. The definition of “Owner” in the Agreement is hereby deleted in its entirety and replaced to read as follows:

““Owner” means 706 Investment Partnership, Ltd., a Texas limited partnership, and 706 Development Corporation, a Texas Corporation, and includes any subsequent Owner, whether one or more and whether or not related to the Owner or otherwise a related party of the Owner or a partnership or other entity in which the Owner is a partner or participant, of all or any portion of the Property that specifically acquires by whole or partial assignment, by operation of law or otherwise, all of the rights and obligations of the Owner under this Agreement. Ashton, Pulte, and Dwyer do not have the rights and obligations of “Owner.””

4. Offsite Drainage Improvements.

(a) The Owner agrees to construct the offsite drainage improvements as more particularly depicted and described in Exhibit “B” (the “Offsite Drainage Improvements”). The Owner agrees that Offsite Drainage Improvements depicted and described in Exhibit “B” are preliminary in nature and that the final design submittal shall be subject to review and approval by the City Engineer before construction begins. The Owner further agrees that the installed Offsite Drainage Improvements must drain prior to acceptance by the City. The costs to construct the Offsite Drainage Improvements shall be paid for by the Owner (the “Owner Contribution”). The Parties agree that the Owner shall be reimbursed for the Owner Contribution of the Offsite Drainage Improvements in an amount equal to the lesser of: (1) \$152,000, or (2) the actual cost paid by the Owner to construct the Offsite Drainage Improvements out of the Improvement Area #1 Bond Additional Proceeds, as the term is defined in the Amended and Restated Service and Assessment Plan dated April 6, 2022.

(b) The Owner agrees not to request the PID bond issuance for Improvement Area #1 until the Offsite Drainage Improvements have been constructed and accepted by the City.

(c) The obligations relating to the Offsite Drainage Improvements, as described in this Section 3, are solely the obligations of Owner.

4. Ratification of Agreement/Conflict. All terms and conditions of the Agreement are hereby ratified and affirmed, as modified by this First Amendment. To the extent there is any inconsistency between the Agreement and this First Amendment, the provisions of this First Amendment shall control.

5. No Waiver. Neither City’s nor Owner’s execution of this First Amendment shall (a) constitute a waiver of any of its rights and remedies under the Agreement or at law with respect to the other party’s obligations under the Agreement or (b) be construed as a bar to any subsequent enforcement of any of its rights or remedies against the other party.

6. Governing Law. This First Amendment shall be construed and enforced in accordance with the laws of the State of Texas.

7. Anti-Boycott Verification. To the extent this First 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, Owner represents that neither Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner (i) boycotts Israel or (ii) will boycott Israel through the term of this First 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 First 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, Owner represents that Owner 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 Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this First 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 Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this First 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 First Amendment shall be binding on them, their personal representatives, heirs, successors and assigns.

12. Counterparts. This First 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 First Amendment Effective Date.

**CITY:**

**CITY OF MANOR, TEXAS,**  
a Texas home-rule municipal corporation

By: \_\_\_\_\_  
Dr. Christopher Harvey, Mayor

Attest:

By: \_\_\_\_\_  
Name: Lluvia T. Almaraz  
Title: City Secretary

Approved as to form:

By: \_\_\_\_\_  
Name: Veronica Rivera  
Title: Assistant City Attorney

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2022, by Dr. Christopher Harvey, Mayor of the City of Manor, Texas, a Texas home-rule municipal corporation, on behalf of that corporation.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

[Signatures Continue on next page]

**OWNER:**

**706 DEVELOPMENT CORPORATION,**  
a Texas corporation

By: \_\_\_\_\_  
Name: Peter A. Dwyer  
Title: President

THE STATE OF TEXAS     §

COUNTY OF TRAVIS     §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2022, by Peter A. Dwyer, as President of the 706 DEVELOPMENT CORPORATION, a Texas corporation, on behalf of that corporation.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

**OWNER:**

**706 INVESTMENT PARTNERSHIP, LTD.,**  
a Texas limited partnership

By: 706 Investment GP, Inc.,  
a Texas corporation,  
its general partner

By: \_\_\_\_\_  
Name: Peter A. Dwyer  
Title: President

THE STATE OF TEXAS     §

COUNTY OF TRAVIS     §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2022, by Peter A. Dwyer, as President of 706 Investment GP, Inc., a Texas corporation, General Partner of 706 Investment Partnership, Ltd., a Texas limited partnership on behalf of the partnerships.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

**ACKNOWLEDGED AND AGREED TO:**

**ASHTON AUSTIN RESIDENTIAL L.L.C.,**  
a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF \_\_\_\_\_§

COUNTY OF \_\_\_\_\_§

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2022,  
by \_\_\_\_\_, as \_\_\_\_\_ of Ashton Austin Residential L.L.C., a Texas  
limited liability company, on behalf of the company.

(SEAL)

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

**ACKNOWLEDGED AND AGREED TO:**

**PULTE HOMES OF TEXAS, L.P.,**  
a Texas limited partnership

By: Pulte Nevada I LLC,  
a Delaware limited liability company,  
its general partner

By: \_\_\_\_\_  
Name: Stephen Ashlock  
Title: Vice President of Land Development

THE STATE OF \_\_\_\_\_§

COUNTY OF \_\_\_\_\_§

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2022,  
by Stephen Ashlock as Vice President of Land Development of Pulte Nevada I LLC, a Delaware  
limited liability company, as general partner of Pulte Homes of Texas, L.P., a Texas limited  
partnership, on behalf of that limited liability company and that limited partnership.

(SEAL)

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_



**ACKNOWLEDGED AND AGREED TO:**

**PETER A. DWYER**

By: \_\_\_\_\_

THE STATE OF TEXAS     §

COUNTY OF TRAVIS     §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2022,  
by Peter A. Dwyer, individually.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

**Exhibit "A-1"**  
**706 Investment Partnership, Ltd., Land**

1. Lot 13, Block F, Lagos Phase 2 Final Plat as recorded under Document Number 202100127 of the Official Public Records of Travis County, Texas.
2. Approximately 10.453 acres of land, as more particularly described and depicted here:

**A METES AND BOUNDS  
DESCRIPTION OF A  
10.453 ACRE TRACT OF LAND**

**BEING** a 10.453 acre (455,344 square feet) tract of land situated in the Calvin Baker Survey No. 38, Abstract No. 58, City of Manor, Travis County, Texas; being a portion of a called 675.6978 acre tract of land described in instrument to 706 Investment Partnership Ltd., recorded in Document No. 2005114143 of the Official Public Records of Travis County; and being more particularly described as follows:

**BEGINNING** at an "X" in concrete found on the southwesterly right-of-way line of Blake Manor Road (variable width) marking the eastmost southeast corner of that certain 72.132 acre tract of land described in instrument to Pulte Homes of Texas, L.P., recorded in Document No. 2021030519 of the Official Public Records of Travis County;

**THENCE**, South 29°04'06" East, 471.49 feet to a point marking the southeast corner of herein described tract;

**THENCE**, South 61°50'31" West, 1400.46 feet departing the southwesterly right-of-way line of said Blake Manor Road and crossing said 675.6978 acre tract to a 1/2-inch iron rod with a plastic cap stamped "KHA" set marking a southerly-southeast corner of said 72.132 acre tract and the south corner of herein described tract;

**THENCE**, along the southeasterly boundary of said 72.132 acre tract, the following sixteen (16) courses and distances:

1. North 42°21'07" West, 51.03 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
2. North 33°37'37" East, 180.27 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. North 56°22'23" West, 120.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
4. North 33°37'37" East, 160.96 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
5. in a northeasterly direction, along a tangent curve to the right, a central angle of 27°18'04", a radius of 275.00 feet, a chord bearing and distance of North 47°16'39" East, 129.80 feet, and a total arc length of 131.04 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
6. North 61°00'12" East, 201.11 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
7. South 27°51'29" East, 120.01 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
8. North 61°19'53" East, 160.01 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
9. North 73°53'33" East, 51.23 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
10. North 71°38'00" East, 58.94 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
11. North 57°02'07" East, 105.51 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
12. North 4°51'33" East, 98.16 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
13. North 28°29'31" West, 194.52 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
14. North 60°55'41" East, 114.39 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
15. North 68°44'15" East, 247.19 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
16. North 60°55'54" East, 50.00 feet to the **POINT OF BEGINNING**, and containing 10.453 acres of land in Travis County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD'83). This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.



*John G. Mosier*  
3-21-2022

JOHN G. MOSIER  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6330  
601 NW LOOP 410, SUITE 350  
SAN ANTONIO, TEXAS 78216  
PH. 210-541-9166  
greg.mosier@kimley-horn.com

**EXHIBIT OF A  
10.453 ACRE  
TRACT OF LAND**  
CALVIN BAKER SURVEY NO. 38,  
ABSTRACT NO. 58  
CITY OF MANOR, TRAVIS COUNTY,  
TEXAS

**Kimley»Horn**

601 NW Loop 410, Suite 350 San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9166 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	###	JGM	3/21/2022	###	1 OF 2

VILLARREAL, MIGUEL 3/21/2022 4:14 PM KISNA\_SURVEYLAGOS DEVELOPMENT\067705310-LAGOS PHASE 3, 4, & 5\DWG\EXHIBITS\10.453AC-706 INVESTMENTS.DWG

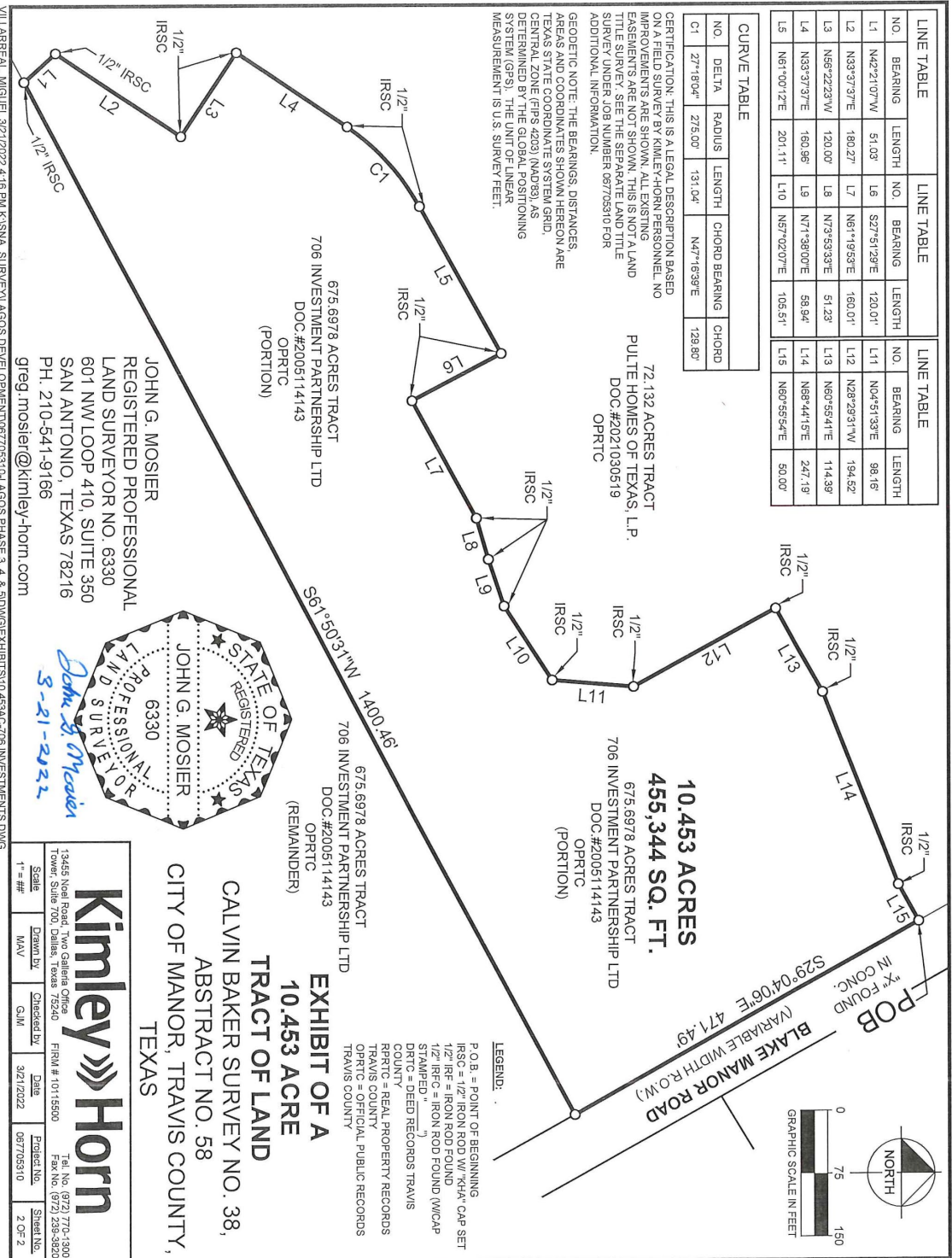


Exhibit A-1, Page 3

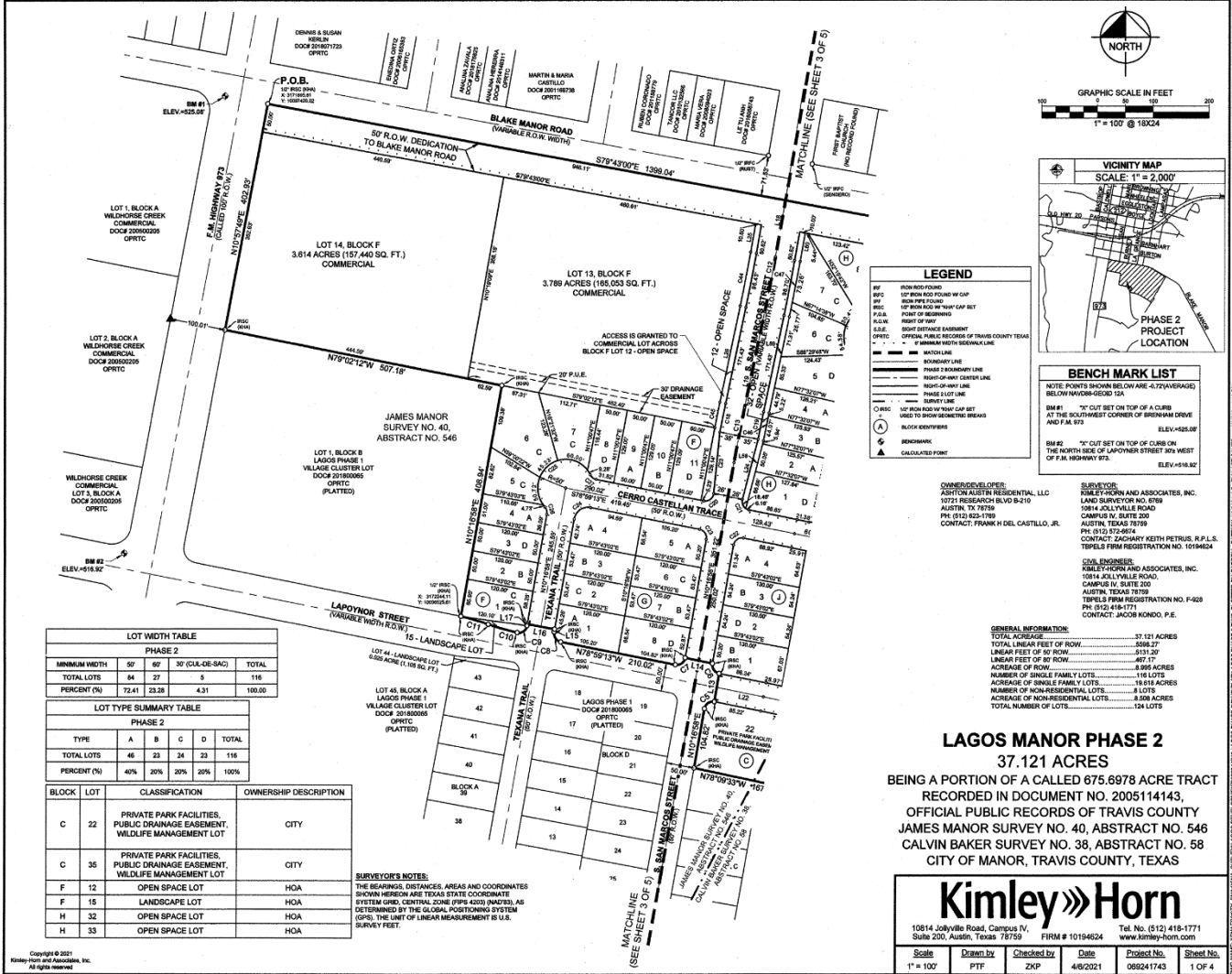
**Exhibit "A-2"**  
**Ashton Austin Residential, LLC, Land**

Lagos Phase 2 Final Plat (attached hereto) as recorded under Document Number 202100127 of the Official Public Records of Travis County, Texas, SAVE and EXCEPT Lot 13, Block F and Lot 14, Block F.

05/25/2021

\$ 129

202100 127



PHASE 2				
MINIMUM WIDTH	50	60	30' (CL-DE-SAC)	TOTAL
TOTAL LOTS	64	27	5	116
PERCENT (%)	72.41	23.28	4.31	100.00

PHASE 2					
TYPE	A	B	C	D	TOTAL
TOTAL LOTS	46	23	24	23	116
PERCENT (%)	40%	20%	20%	20%	100%

BLOCK	LOT	CLASSIFICATION	OWNERSHIP DESCRIPTION
C	22	PRIVATE PARK FACILITIES, PUBLIC DRAINAGE EASEMENT, WILDLIFE MANAGEMENT LOT	CITY
C	35	PRIVATE PARK FACILITIES, PUBLIC DRAINAGE EASEMENT, WILDLIFE MANAGEMENT LOT	CITY
F	12	OPEN SPACE LOT	HOA
F	15	LANDSCAPE LOT	HOA
H	32	OPEN SPACE LOT	HOA
H	33	OPEN SPACE LOT	HOA

**SURVEYOR'S NOTES:**  
 THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4300) (NAD83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

**LAGOS MANOR PHASE 2**  
 37.121 ACRES  
 BEING A PORTION OF A CALLED 675.8978 ACRE TRACT RECORDED IN DOCUMENT NO. 2005114143, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 546 CALVIN BAKER SURVEY NO. 38, ABSTRACT NO. 58 CITY OF MANOR, TRAVIS COUNTY, TEXAS

**Kimley»Horn**  
 10814 Jollyville Road, Campus IV, Suite 200, Austin, Texas 78759      Tel. No. (512) 418-1771      www.kimley-horn.com

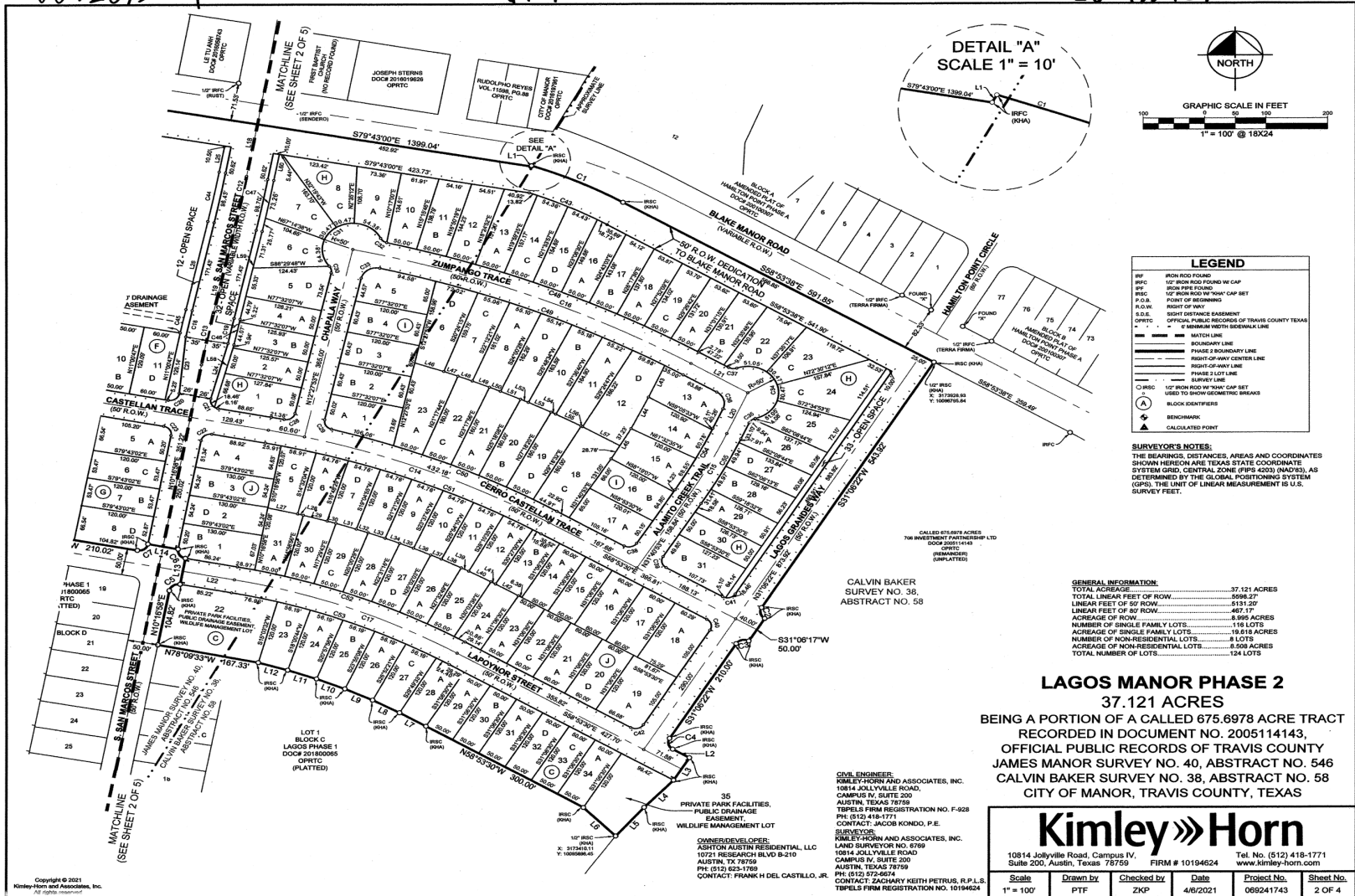
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	PTF	ZKP	4/8/2021	068241743	1 OF 4

Exhibit A-2, Page 2

05/25/2021

\$ 129

202100127



## Exhibit "A-3"

### Pulte Homes of Texas, LP, Land

**A METES AND BOUNDS  
DESCRIPTION OF A  
72.132 ACRE TRACT OF LAND**

BEING a 72.132 acre (3,142,052 square feet) tract of land situated in the James Manor Survey No. 40, Abstract No. 546 and the Calvin Baker Survey No. 38, Abstract No. 58, City of Manor, Travis County, Texas; being a portion of a called 675.6978 acre tract of land described in instrument to 706 Investment Partnership Ltd. recorded in Document No. 2005114143 of the Official Public Records of Travis County; and being more particularly described as follows:

**BEGINNING** at a 1/2-inch iron rod with a plastic cap stamped "KHA" set at the intersection of with the southeasterly right-of-way line of Lagos Grandes Way (50 foot width) and the southwesterly right-of-way line of Blake Manor Road (variable width) and marking the northeastern-most subdivision corner of Lagos Phase 2, plat pending in the Official Public Records of Travis County, on the southwesterly right-of-way line of Blake Manor Road from which a 1/2-inch iron rod with plastic cap stamped "Capitol Surveying" bears North 58°53'38" West, 591.85 feet to the **POINT OF BEGINNING** at an east corner of proposed Lagos Phase 2, for a north corner of this tract;

**THENCE**, continuing along the southerly right-of-way line of said Blake Manor Road the following three (3) courses and distances:

1. South 58°53'38" East, 259.49 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set at a point of curvature;
2. in a southeasterly direction, along a tangent curve to the right, a central angle of 29°49'04", a radius of 785.51 feet, a chord bearing and distance of South 44°01'37" East, 404.20 feet, and a total arc length of 408.79 feet to a 1/2-inch iron rod with a plastic cap stamped "Capitol Surveying" found for corner;
3. South 29°04'06" East, 644.51 feet to a "X" cut in concrete set marking the east corner of this tract;

**THENCE**, departing the southwesterly right-of-way line of said Blake Manor Road and crossing said 675.6978 acre tract the following twenty-five (25) courses and distances:

1. South 60°55'54" West, 50.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
2. South 68°44'15" West, 247.19 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. South 60°55'41" West, 114.39 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
4. South 28°29'31" East, 194.52 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
5. South 4°51'33" West, 98.16 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
6. South 57°02'07" West, 105.51 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
7. South 71°38'00" West, 58.94 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
8. South 73°53'33" West, 51.23 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
9. South 61°19'53" West, 160.01 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
10. North 27°51'29" West, 120.01 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
11. South 61°00'12" West, 201.11 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
12. in a southwesterly direction, along a tangent curve to the left, a central angle of 27°18'04", a radius of 275.00 feet, a chord bearing and distance of South 47°16'39" West, 129.80 feet, and a total arc length of 131.04 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
13. South 33°37'37" West, 160.96 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
14. South 56°22'23" East, 120.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
15. South 33°37'37" West, 180.27 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
16. South 42°21'07" East, 51.03 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
17. South 61°50'31" West, 1366.04 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
18. in a southwesterly direction, along a tangent curve to the right, a central angle of 36°16'07", a radius of 1000.00 feet, a chord bearing and distance of South 80°00'08" West, 622.49 feet, and a total arc length of 633.01 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for point of tangency;
19. North 81°51'49" West, 507.74 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
20. North 57°51'29" East, 105.83 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
21. North 3°30'06" West, 116.05 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
22. North 11°09'23" East, 99.76 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
23. North 42°02'02" East, 131.35 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
24. North 67°53'03" East, 226.77 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;



25. North 4°46'08" West, 210.55 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set in the southerly boundary line of a called 13.34 acre tract of land described to the Board of Trustees of the Manor Independent School District as shown on instrument recorded in Document No. 2015151286 of the Official Public Records of Travis County; for an exterior corner of this tract;

**THENCE**, along the boundary of said 13.34 acre tract the following four (4) courses and distances:

1. South 80°30'13" East, 232.76 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
2. South 87°44'52" East, 225.56 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. North 48°03'21" East, 396.94 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for an interior corner of this tract;
4. in a northwesterly direction, along a non-tangent curve to the left, a central angle of 13°48'44", a radius of 1365.00 feet, a chord bearing and distance of North 48°52'09" West, 328.27 feet, and a total arc length of 329.06 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found at the southerly corner of the east terminus of Murchison Street and a south corner of Lagos Phase 1, plat of which is recorded in Document No. 201800065 of the Official Public Records of Travis County; for an east corner of this tract;

**THENCE**, North 34°13'29" East, 70.00 feet along the east terminus line of said Murchison Street to a 1/2-inch iron rod with a plastic cap stamped "KHA" found at the northerly corner of the east terminus of said Murchison Street, for a north corner of this tract;

**THENCE**, along the boundary of said Lagos Phase 1 the following ten (10) courses and distances:

1. in a southeasterly direction, along a non-tangent curve to the right, a central angle of 13°00'58", a radius of 1435.00 feet, a chord bearing and distance of South 49°16'02" East, 325.30 feet, and a total arc length of 326.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found for corner;
2. North 49°42'30" East, 69.90 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found for corner;
3. North 50°32'36" East, 59.01 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found for corner;
4. North 67°24'58" East, 51.56 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found for corner;
5. North 69°34'19" East, 41.67 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found for corner;
6. North 54°27'18" East, 50.01 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found for corner;
7. North 53°16'10" East, 200.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found for corner;
8. North 42°29'28" East, 49.81 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found for corner;
9. North 33°37'37" East, 650.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found for corner;
10. North 35°15'25" East, 68.67 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found at an east corner of said Lagos Phase 1 and a south corner of said proposed Lagos Phase 2, for an angle corner of this tract;

**THENCE**, along the southeasterly boundary line of said proposed Lagos Phase 2 the following ten (10) courses and distances:

1. North 40°30'41" East, 71.49 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
2. North 43°15'00" East, 70.22 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. North 31°06'30" East, 50.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
4. North 58°53'30" West, 31.88 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
5. in a northwesterly direction, along a tangent curve to the right, a central angle of 89°59'52", a radius of 15.00 feet, a chord bearing and distance of North 13°53'34" West, 21.21 feet, and a total arc length of 23.56 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
6. North 31°06'22" East, 210.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
7. in a northeasterly direction, along a tangent curve to the right, a central angle of 90°00'09", a radius of 15.00 feet, a chord bearing and distance of North 76°06'26" East, 21.21 feet, and a total arc length of 23.56 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
8. North 31°06'17" East, 50.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
9. in a northwesterly direction, along a non-tangent curve to the right, a central angle of 89°59'51", a radius of 15.00 feet, a chord bearing and distance of North 13°53'34" West, 21.21 feet, and a total arc length of 23.56 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;

10. North 31°06'22" East, 543.92 feet to the **POINT OF BEGINNING**, and containing 72.132 acres of land in Travis County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD'83). This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

*John G. Mosier* 11-13-2020

John G. Mosier  
Registered Professional Land Surveyor No. 6330  
Kimley-Horn and Associates, Inc.  
601 NW Loop 410, Suite 350  
San Antonio, Texas 78216  
Ph. 210-541-9166  
greg.mosier@kimley-horn.com



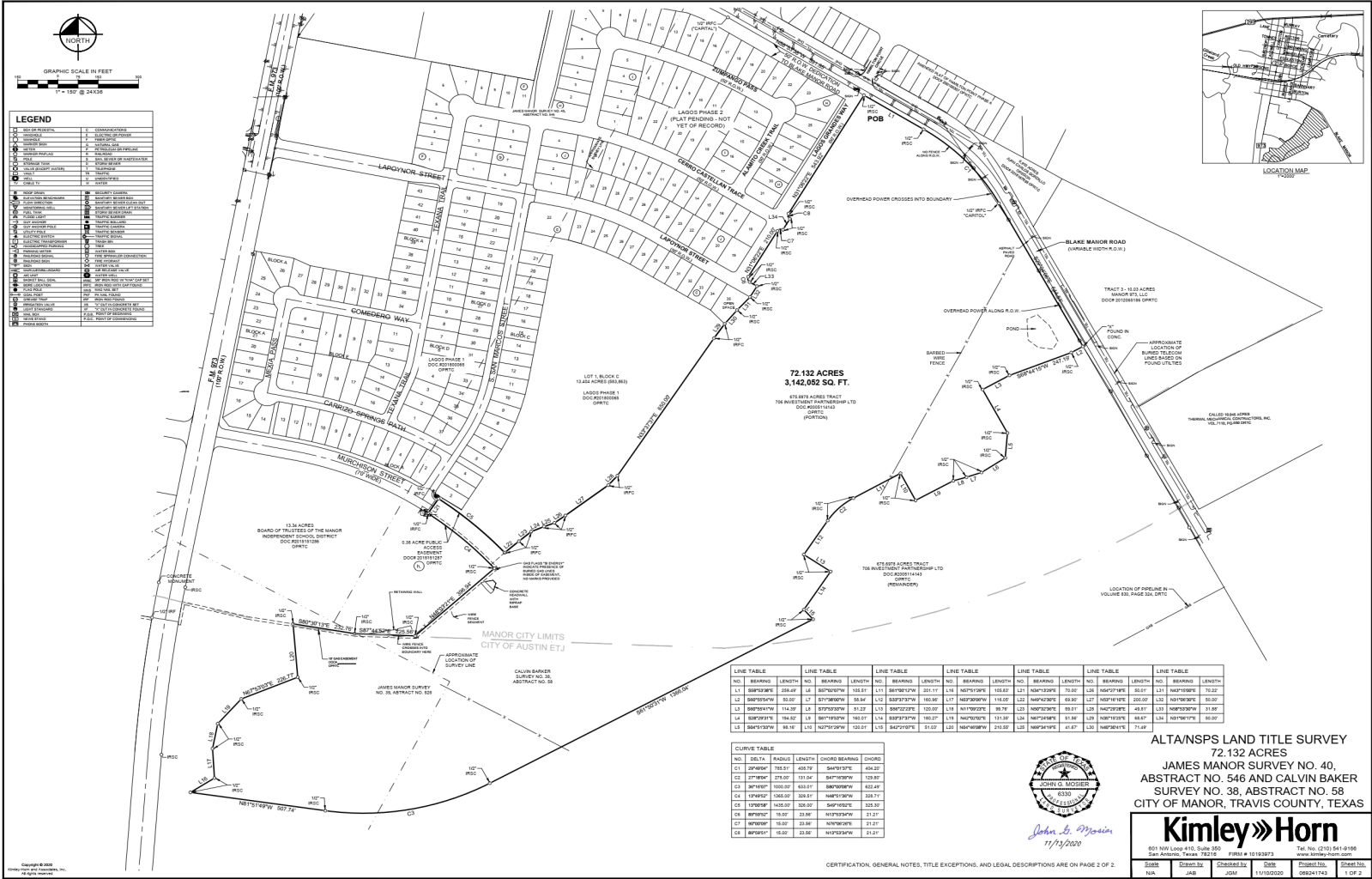


Exhibit A-3, Page 4

**Exhibit "A-4"**  
**Peter A. Dwyer Land**

Lot 1, Block R, Lagos Phase 4 and 5 Final Plat as recorded under Document Number 202200060 of the Official Public Records of Travis County, Texas.

## Exhibit "B" Offsite Drainage Improvements

ENGINEER'S OPINION OF ESTIMATED CONSTRUCTION COSTS LAGOS DONATION AGREEMENT NO.: CS-20-DON-40372 NW CORNER FM973 AT PARSONS ST TRAVIS COUNTY, TEXAS							
PREPARED FOR: DWYER REALTY COMPANIES				DATE: 2/24/2022			
PREPARED BY: KIMLEY-HORN AND ASSOCIATES, INC.							
ITEM NO.	S.P. NO.	ALT	DESCRIPTION	UNIT	ESTIMATED QUANTITY	PRICE PER UNIT	AMOUNT
<b>TRAFFIC CONTROL PLAN</b>							
0500 6001			MOBILIZATION	LS	1.0	\$ 8,234.90	\$ 8,234.90
<b>REMOVAL</b>							
0104 6022			REMOVING CONC (CURB AND GUTTER)	LF	165.0	\$ 130.00	\$ 21,450.00
0104 6036			REMOVING CONC (SIDEWALK OR RAMP)	SY	161.0	\$ 44.00	\$ 7,084.00
<b>ROADWAY</b>							
0529 6008			CONC CURB & GUTTER (TY II)	LF	165.0	\$ 75.00	\$ 12,375.00
0531 6001			CONC SIDEWALKS (4")	SY	161.0	\$ 160.00	\$ 25,760.00
0531 6004			CURB RAMPS (TY 1)	EA	2.0	\$ 2,900.00	\$ 5,800.00
<b>SIGNING AND PAVEMENT MARKING</b>							
0644 6001			IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	1.0	\$ 1,400.00	\$ 1,400.00
0644 6076			REMOVE SM RD SN SUP&AM	EA	1.0	\$ 200.00	\$ 200.00
<b>SIGNALS</b>							
0416 6030			DRILL SHAFT (TRF SIG POLE) (24 IN)	LF	6.0	\$ 380.00	\$ 2,280.00
0690 6033			REMOVAL OF TRAFFIC SIGNAL POLE FND	LF	6.0	\$ 1,000.00	\$ 6,000.00
			SIGNAL FOUNDATION ADJUSTMENTS-5%	LS	1.0	\$ 4,117.45	\$ 4,117.45
TOTAL ITEMS COST							\$ 94,701.35
CONTINGENCY 50%							\$ 47,350.68
DESIGN FEE 10%							\$ 9,470.14
<b>TOTAL PROJECT COST</b>							<b>\$ 151,522.16</b>
<p>Total Project cost does not include preliminary engineering or technical services, utility relocations, acquisition of right-of-way, or construction engineering and administration.</p> <p>The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.</p>							

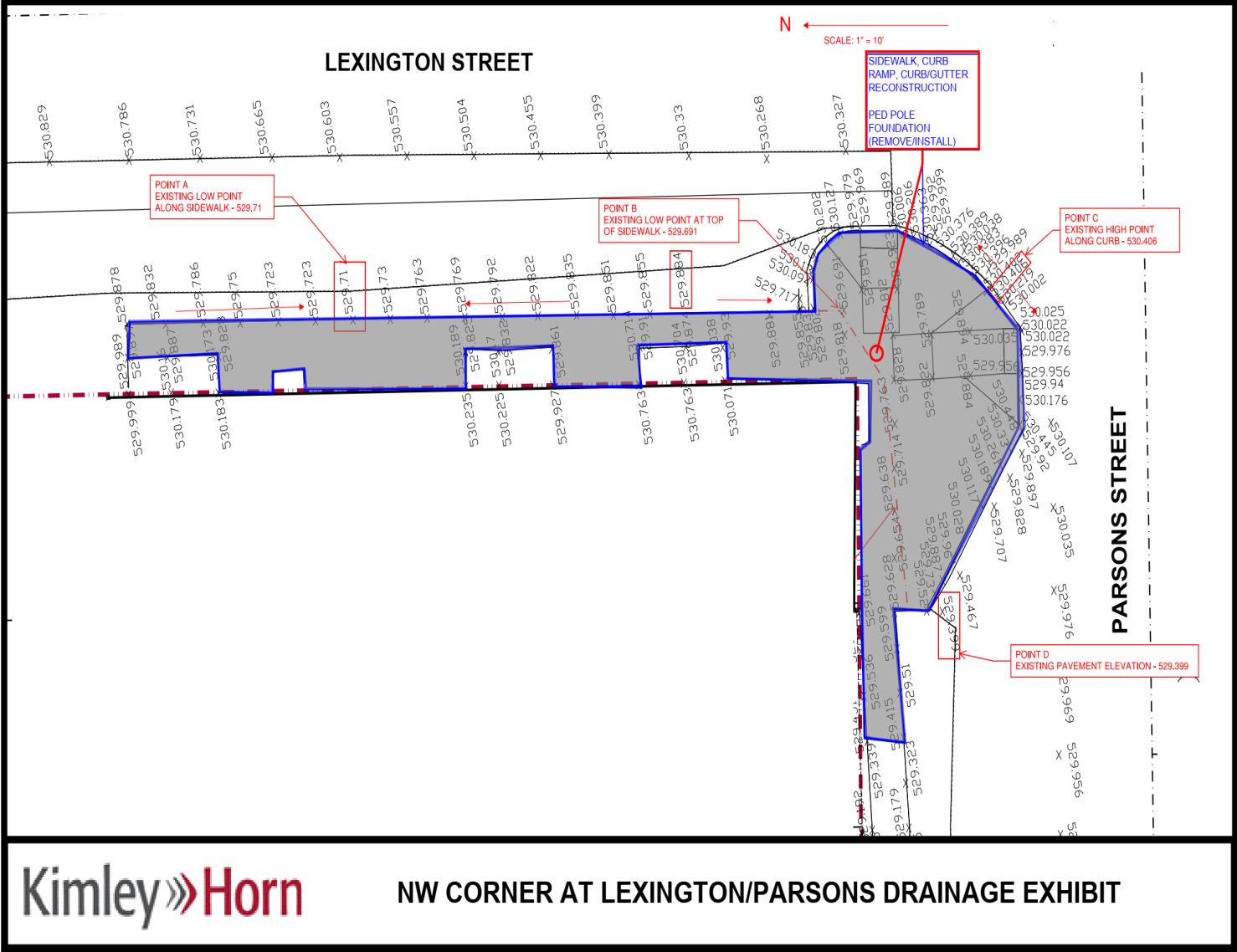


Exhibit B, Page 2



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** April 6, 2022  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Development Services

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a Resolution of the City of Manor, Texas approving and authorizing the Lagos Public Improvement District Improvement Area #1 Acquisition and Reimbursement Agreement.

**BACKGROUND/SUMMARY:**

The developer is requesting that the City move forward with levying assessments while the bond closing is delayed due to construction of homes already underway within the PID. The attached agreement is a part of the levying assessment process.

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

- Resolution No. 2022-06
- Acquisition and Reimbursement Agreement

**STAFF RECOMMENDATION:**

It is city staff's recommendation that the City Council approve Resolution No. 2022-06 authorizing the Lagos Public Improvement District Improvement Area #1 Acquisition and Reimbursement Agreement.

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

---

**RESOLUTION NO. 2022-06**

**A RESOLUTION OF THE CITY OF MANOR, TEXAS  
APPROVING AND AUTHORIZING THE LAGOS PUBLIC IMPROVEMENT  
DISTRICT IMPROVEMENT AREA #1  
ACQUISITION AND REIMBURSEMENT AGREEMENT**

**WHEREAS**, the City of Manor, Texas (the "City"), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the "PID Act"), authorized the creation of the "Lagos Public Improvement District" (the "District") pursuant to Resolution No. 2019-02 adopted by the Manor City Council (the "City Council") on March 20, 2019; and

**WHEREAS**, the City entered into a Financing Agreement with 706 Development Corporation, a Texas corporation, and 706 Investment Partnership, Ltd., a Texas limited partnership (collectively, the "Owner"), that stated the intent and expectation of the parties that the City would reimburse the Original Owners, or their successors in interest, for the costs of the construction of certain public improvements constructed for the benefit of the District; and

**WHEREAS**, in connection with the development of the property within the District and the planned issuance of the "City of Manor, Texas Special Assessment Revenue Bonds, Series 2022 (Lagos Public Improvement District Improvement Area #1 Project)" (the "Bonds"), the City Council intends to approve the forms, terms, and/or provisions of a Reimbursement Agreement to be by and between the City and the Owner; and

**WHEREAS**, this Resolution and the Reimbursement Agreement approved by it, are in furtherance of the purposes stated in the Financing Agreement; and

**WHEREAS**, the meeting at which this Resolution is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended;

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

Section 1. Findings. The findings and determinations set forth in the preamble hereof are hereby incorporated by reference for all purposes as if set forth in full herein. Capitalized terms used in this Resolution and not otherwise defined herein shall have the meanings assigned to them in the Service and Assessment Plan.

Section 2. Approval of Reimbursement Agreement. The Lagos Public Improvement District Improvement Area #1 Acquisition and Reimbursement Agreement (the "Reimbursement Agreement"), between the City of Manor, Texas and the Owner, is hereby approved in substantially the form attached hereto as Exhibit A, and the Mayor of the City is hereby authorized and directed to execute and deliver the Reimbursement Agreement, with such changes as may be required by the Mayor to carry out the purposes of this Resolution, such approval to be evidenced



by the execution thereof. The Mayor’s signature on the Reimbursement Agreement may be attested by the City Secretary.

Section 3. Additional Actions. The Mayor, Finance Director, City Manager, and City Secretary of the City are hereby authorized and directed to take all actions on behalf of the City necessary or desirable to carry out the intent and purposes of this Resolution. The Mayor, Finance Director, City Manager, and City Secretary of the City are hereby directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions, and other documents which may be necessary or advisable in the carrying out of the purposes and intent of this Resolution.

Section 4. Governing Law. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. Effect of Headings. The section headings herein are for convenience only and shall not affect the construction hereof.

Section 6. Severability. If any provision of this Resolution or the application thereof to any circumstance shall be held to be invalid, the remainder of this Resolution or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Resolution would have been enacted without such invalid provision.

Section 7. Construction of Terms. If appropriate in the context of this Resolution, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

*[Execution page follows.]*

**PASSED AND APPROVED** on the 6<sup>th</sup> day of April 2022.

**CITY OF MANOR, TEXAS:**

---

Dr. Christopher Harvey  
Mayor

**ATTEST:**

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

**EXHIBIT A**

**LAGOS PUBLIC IMPROVEMENT DISTRICT  
IMPROVEMENT AREA #1 ACQUISITION AND REIMBURSEMENT AGREEMENT**

**LAGOS PUBLIC IMPROVEMENT DISTRICT  
IMPROVEMENT AREA #1  
ACQUISITION AND REIMBURSEMENT AGREEMENT**

This Lagos Public Improvement District Improvement Area #1 Acquisition and Reimbursement Agreement (this “*Agreement*”) is executed between 706 Investment Partnership, Ltd., a Texas limited partnership, and 706 Development Corporation, a Texas corporation (including their Designated Successors and Assigns, collectively, the “*Owner*”) and City of Manor, Texas (the “*City*”), (each individually referred to as a “*Party*” and collectively as the “*Parties*”) to be effective \_\_\_\_\_, 2022.

**RECITALS**

- A. On January 31, 2019, pursuant to Chapter 372, Texas Local Government Code, as amended (the “*PID Act*”), Owner filed a petition (the “*Petition*”) requesting that the Manor City Council (the “*City Council*”) approve a resolution authorizing the creation of the Lagos Public Improvement District (the “*PID*” or “*District*”) covering approximately 173.212 acres of land which is shown on the map attached hereto as Exhibit A-1 and more particularly described in Exhibit A-2 attached hereto (the “*Property*”).
- B. The District includes the Improvement Area #1 (“*IA #1*”), approximately 120.583 acres of, which is the area that has been or will be developed and is more particularly described by metes and bounds in Exhibit B-1, and is depicted on the map in Exhibit B-2.”
- C. On September 18, 2019, the City Council approved that certain Lagos Public Improvement District Financing Agreement by and between the Owner and the City (the “*PID Financing Agreement*”).
- D. The purpose of the District is to finance certain improvements authorized by the PID Act that promote the interests of the City and confer a special benefit on the assessed Property within the District.
- E. The Property is being developed in phases and the Owner intends to construct certain Authorized Improvements over time to serve the Property (or portions thereof).
- F. Owner has commenced the design and/or construction of the Authorized Improvements (as defined below) benefiting IA #1 (the “*IA #1 Improvements*”), which are more particularly described in the Lagos Public Improvement District 2022 Amended and Restated Service and Assessment Plan (as the same may be amended or updated from time to time, the “*Service and Assessment Plan*” or “*SAP*”).
- G. Subject to the limitations of the PID Act, the City has the authority to issue or enter into, from time to time, one or more series of bonds, notes, or other obligations (the “*PID Bonds*”), the proceeds of which will be used to pay the costs of public improvement projects authorized by the PID Act (the “*Authorized Improvements*”), including indebtedness to pay capitalized interest and a reserve fund permitted by the PID Act for revenue bonds issued under the PID Act and indebtedness issued to pay the City’s costs of issuance.
- H. PID Assessments levied and collected from any Improvement Area shall be used to reimburse the Owner only for the costs of Authorized Improvements attributable to and allocable to the respective Improvement Area.

- I. There shall be established under each Indenture a Project Fund, and within that fund a Landowner Reimbursement Fund (each, a “*Landowner Reimbursement Fund*”).
- J. All Assessments that are paid to the City, excluding any reasonable collection and/or administrative costs, will be deposited and applied pursuant to the Indenture, and funds in the Landowner Reimbursement Fund of the applicable Indenture will be available to reimburse the Owner as further provided herein and in the Indenture.
- K. The Parties intend that the Periodic Repayment Amount (defined below) will be reimbursed to Owner from:
  - (1) the Landowner Reimbursement Fund; and/or
  - (2) the net proceeds of PID Bonds issued by the City and secured by the PID Assessment Revenues.
- L. Capitalized terms not defined in this Agreement shall have the meaning ascribed to them in the PID Financing Agreement.

NOW THEREFORE, FOR VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. Recitals. The recitals A. through L of this Agreement are true and correct, and are incorporated as part of this Agreement for all purposes.
2. Landowner Reimbursement Fund. The City shall cause the PID Assessment Revenues to be deposited into the Landowner Reimbursement Fund in accordance with the applicable Indenture.
3. Periodic Repayment Amount.
  - (a) Subject to the terms, conditions, and requirements contained herein, and the terms of the PID Financing Agreement, the City agrees to reimburse the Owner, and the Owner will be entitled to receive from the City, the amount less than or equal to the Actual Cost of the Authorized Improvements (“*Periodic Repayment Amount*”) plus interest until the date thirty (30) years after the levy of assessment on the property in IA #1 (the “*Maturity Date*”); provided, however, the Periodic Repayment Amount shall not exceed the lesser of: (1) the amount for each of the Authorized Improvements as set forth in the Service and Assessment Plan; or (2) the actual, documented cost of designing and constructing the Authorized Improvements approved by the City (the “*Maximum Repayment Amount*”).
  - (b) The Periodic Repayment Amount shall be payable to the Owner solely from:
    - (1) PID Assessment Revenues;
    - (2) the net proceeds (after payment of costs of issuance) of the PID Bonds, issued by the City and secured by the PID Assessment Revenues;
    - (3) the net proceeds (after payment of costs of issuance) of the Future Improvement Area Bonds (if any) issued by the City and secured by the PID Assessment Revenues; or

- (4) a combination of items (1), (2) and (3).
- (c) The City Council agrees that the Periodic Repayment Amount, authorized by the PID Act, will represent the total costs to be assessed against the assessed Property for the Authorized Improvements, which, upon completion, will be dedicated and accepted by the City pursuant to the terms of the PID Financing Agreement.
- (d) The unpaid Periodic Repayment Amount shall bear simple interest per annum at the rate of four and a half percent (4.5%), subject to Section 372.023(e) of the Texas Local Government Code through the Maturity Date or until the Improvement Area #1 Bonds are sold, whichever is earlier.
4. Unpaid Balance. The Periodic Repayment Amount, plus interest as described above (collectively, the “*Unpaid Balance*”), will be payable to the Owner and secured under this Agreement solely as described herein. No other City funds, revenue, taxes, income, or property will be used even if the Unpaid Balance is not paid in full at the Maturity Date. The City acknowledges and agrees that until the Unpaid Balance is paid in full, subject to the Maximum Repayment Amount, the obligation of the City to use the Landowner Reimbursement Fund to pay the Unpaid Balance to Owner is absolute and unconditional and that the City does not have and will not assert any defenses to such obligation; provided that the obligation of the City to use the Project Fund to pay the Unpaid Balance to the Owner will be subordinate to the City’s obligation to use the Assessments or other amounts if any deposited into the Project Fund to meet the City’s payment obligation under the PID Financing Agreement and the Indenture. Notwithstanding any provision of this Agreement to the contrary, the Unpaid Balance shall be reduced to zero once (i) all Future Improvement Area Bonds have been issued such that the aggregate principal amount of such Future Improvement Area Bonds equals the total amount of the Assessments for the relevant Improvement Area or for the Major Improvement Area or IA #1, as applicable, and (ii) the Owner has received the net proceeds (after payment of costs of issuance) of such Future Improvement Area Bonds, as applicable, due to the Owner pursuant to this Agreement.
5. City Collection Efforts. The City will use all reasonable efforts to receive and collect the PID Assessment Revenues concurrently with the collection of City ad valorem taxes (including the foreclosure of liens resulting from the nonpayment of the PID Assessments created by the levy of the PID Assessments or other charges due and owing under the SAP), and upon receipt and collection, immediately deposit the PID Assessment Revenues into the IA #1 Improvements Account of the Project Fund. Notwithstanding its collection efforts, if the City fails to receive all or any part of the Assessments, such failure and inability shall not constitute default by the City under this Agreement or any amendment. This Agreement, the levying of assessments, the issuance of PID Bonds, and/or Future Improvement Area Bonds shall never give rise to or create:
- (a) a charge against the general credit or taxing powers of the City or any other taxing unit; or
- (b) a debt or other obligation of the City payable from any source of revenue, taxes, income, or properties of the City other than from the PID Assessment Revenues or from the net proceeds of applicable PID Bonds.

6. Process for Payment of the Periodic Repayment Amount. Owner may submit (but not more frequently than monthly) to the City a written request for payment from the Landowner Reimbursement Fund in the form attached to the PID Financing Agreement, and attached hereto as Exhibit C (each a “*Certification for Payment*”), to disburse a portion of the Periodic Repayment Amount to pay for the cost of constructing the Authorized Improvements. Each Certification for Payment shall designate the Authorized Improvements (or portion thereof) to which the Certification for Payment pertains and shall be in compliance with the requirements of the PID Financing Agreement. The Periodic Repayment Amount will be payable on February 15 and August 15 of each year and will be payable solely from the sources identified in Section 3(b) of this Agreement. This process will continue until the Unpaid Balance is paid in full, subject to the Maximum Repayment Amount, whether from PID Assessment Revenues or through the issuance of PID Bonds and/or the issuance of Future Improvement Area Bonds.
7. (a) If the PID Bonds are not sufficient to fully reimburse the Owner for the Unpaid Balance, then, in addition to receiving the net proceeds of the PID Bonds, the Owner may continue to receive the Periodic Repayment Amounts. Furthermore, if the Owner has still not received the entire Unpaid Balance after the foregoing actions, then, the Owner may continue to receive the Unpaid Balance, subject to the Maximum Repayment Amount and subject to the City’s payment obligations set forth in the applicable Indenture(s).
- (b) The Parties acknowledge that the consent to the issuance of the PID Bonds or any Future Improvement Area Bonds by the City and the authorization of the issuance of the PID Bonds or any Future Improvement Area Bonds by the City are within the discretion of the City.
8. Termination. This Agreement terminates when all payments paid to the Owner under this Agreement or any amendment to this Agreement (including payments from the net proceeds of PID Bonds) equal the Unpaid Balance; provided, however that if, on the Maturity Date, after application of the net proceeds of any PID Bonds or any Future Improvement Area Bonds, any portion of the Unpaid Balance remains unpaid, such Unpaid Balance will be canceled and for all purposes of this Agreement will be deemed to have been conclusively and irrevocably PAID IN FULL. If any PID Assessment Revenues remain due and payable and are uncollected by the City on the Maturity Date, such PID Assessment Revenues, when, as, and if collected after the Maturity Date, will be paid to the City and applied to any amounts due in connection with the applicable outstanding PID Bonds, and then paid to the Owner and applied to the Unpaid Balance. The provision relating to PID Assessment Revenues collected after the Maturity Date survives the termination of this Agreement.
9. Nonrecourse Obligation.
- (a) The obligations of the City under this Agreement:
- (1) will be nonrecourse and payable only from:
- (A) PID Assessment Revenues or
- (B) net proceeds of PID Bonds and/or Future Improvement Area Bonds; and

- (2) will not create a debt or other obligation payable from any other City revenues, taxes, income, or property.
  - (b) Neither the City nor any elected or appointed officials of the City, nor any employees of the City shall incur any liability hereunder to the Owner or any other party in their individual capacities by reason of this Agreement or their acts or omission under this Agreement.
10. No Defense. Following the City's inspection and approval of the Authorized Improvements, there will be no conditions or defenses to the obligation of the City to use the proceeds of any PID Bonds to pay the Unpaid Balance and to pledge the PID Assessment Revenues as security for such PID Bonds, other than the City's right to pay costs of issuance of such PID Bonds and/or other costs incurred by the City relating to the Authorized Improvements. As applicable, the City hereby agrees to transfer such portion of the PID Assessment Revenues to the Trustee under the applicable Indenture.
  11. No Waiver. Nothing in this Agreement is intended to constitute a waiver by the City of any remedy the City may otherwise have outside this Agreement against any person or entity involved in the design, construction, or installation of the PID Improvements.
  12. Amendment for Future Improvement Area Bonds. If Future Improvement Area Bonds are issued in the future, the Owner and the City hereby agree to amend this Agreement (if required or reasonably necessary) to adjust defined terms and/or other applicable provisions.
  13. Governing Law Venue. This Agreement is being executed and delivered, and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Agreement. In the event of a dispute involving this Agreement, venue for such dispute shall lie in any court of competent jurisdiction in Travis County, Texas.
  14. Notice. Any notice required or contemplated by this Agreement shall be deemed given at the addresses shown below: (a) when delivered by a national company such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person was the named addressee; or (b) 24 hours after the notice was deposited with the United States Postal Service, Certified Mail, Return Receipt Requested. Any Party may change its address by delivering written notice of such change in accordance with this section.

If to City:                      City of Manor  
    Attn: Scott Dunlop  
    105 E Eggleston St.  
    Manor, TX 78653  
    Facsimile: (512) 272-8636

With copy to:                  Bickerstaff Heath Delgado Acosta LLP  
    Attn: Gregory D. Miller  
    3711 S. MoPac Expressway  
    Building One



Suite 300  
 Austin, Texas 78746  
 Facsimile: (512) 320-5638

If to Owner: c/o Dwyer Realty Co. Inc.  
 Attn: Pete Dwyer  
 9900 Hwy 290 East  
 Manor, TX 78653

With a copy to: Armbrust & Brown, PLLC  
 Attn: Sharon Smith  
 100 Congress Avenue, Suite 1300  
 Austin, Texas 78701  
 Facsimile: (512) 435-2360

15. Invalid Provisions. If any provision of this Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions, and the remainder of this Agreement shall remain in full force and effect.
16. Exclusive Rights of Owner.
- (a) Owner's right, title and interest into the payments of Periodic Repayment Amounts, as described herein, shall be the sole and exclusive property of Owner (or its Transferee) and no other third party shall have any claim or right to such funds unless Owner transfers its rights to its Unpaid Balance to a Transferee in writing and otherwise in accordance with the requirements set forth herein.
  - (b) Subject to the terms of Section 17 hereof, Owner has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part, all or any portion of Owner's right, title, or interest under this Agreement including, but not limited to, any right, title or interest of Owner in and to payment of its Unpaid Balance (a "Transfer," and the person or entity to whom the transfer is made, a "Transferee"); provided, however, that no such conveyance, transfer, assignment, mortgage, pledge, or other encumbrance shall be made without prior written approval of the City Council if such conveyance, transfer, assignment, mortgage, pledge, or other encumbrance would result in the issuance of municipal securities by any other state of the United States or political subdivision thereof.
  - (c) Notwithstanding the foregoing, no Transfer or Assignment shall be effective until written notice of the Transfer, including (1) the name and address of the Transferee and (2) a representation by the Owner that the Transfer does not and will not result in the issuance of municipal securities by any other state of the United States or political subdivision thereof, is provided to the City.
  - (d) Any assignment or transfer of this Agreement is subject to the terms of this paragraph 16 and paragraph 17 of this Agreement and to Section 8.03 of the PID Financing Agreement as if it were the PID Financing Agreement or as a right thereunder.
  - (e) The City may rely conclusively on any written notice of a Transfer provided by Owner without any obligation to investigate or confirm the Transfer.

17. Assignment. Any assignment or transfer of this Agreement is subject to the terms of paragraph 16 and this paragraph 17 of this Agreement and to Section 8.03 of the PID Financing Agreement as if it were the PID Financing Agreement as a right thereunder.
- (a) Subject to subparagraph (b) below, Owner may, in its sole and absolute discretion, assign this Agreement with respect to all or part of the Property from time to time to any third party. Owner shall provide the City thirty (30) days prior written notice of any such assignment. Upon such assignment or partial assignment, Owner shall be fully released from any and all obligations under this Agreement and shall have no further liability with respect to this Agreement for the part of the Project so assigned.
  - (b) Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a sale or assignment to a Designated Successor or Assign unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is to a Designated Successor or Assign.
  - (c) Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a Transfer unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is deemed to be a Transfer.
  - (d) “*Designated Successors and Assigns*” means:
    - (1) an entity to which Owner assigns (in writing) its rights and obligations contained in this Agreement pursuant to paragraph 16 and this paragraph 17, and Section 8.03 of the PID Financing Agreement;
    - (2) any entity which is the successor by merger or otherwise to all or substantially all of Owner’s assets and liabilities including, but not limited to, any merger or acquisition pursuant to any public offering or reorganization to obtain financing and/or growth capital; or
    - (3) any entity which may have acquired all of the outstanding stock or ownership of assets of Owner.
18. Failure; Default; Remedies.
- (a) If any Party fails to perform an obligation imposed on such Party by this Agreement (a “*Failure*”) and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a “*Default.*” Upon the occurrence of a Failure by a nonperforming Party, one of the other Parties shall notify the nonperforming Party in writing specifying in reasonable detail the nature of the Failure. The nonperforming Party to whom notice of a Failure is given shall have at least 30 days from receipt of the notice within which to cure the Failure; however, if the Failure cannot reasonably be cured within 30 days and the nonperforming Party has diligently pursued a cure within such 30-day period and has provided written notice to the other Parties that additional time is needed, then the cure period shall be extended for an additional period (not to exceed 90 days) so long as the nonperforming Party is diligently pursuing a cure.

- (b) If the Owner is in Default, the City shall have available all remedies at law or in equity, including but not limited to seeking specific enforcement of this Agreement. No Default by the Owner, however, shall: (1) affect the obligations of the City to use the net proceeds of the PID Bonds; or (2) entitle the City to terminate this Agreement. In addition to specific enforcement, the City shall be entitled to attorney's fees, court costs, and other costs of the City to obtain specific enforcement.
- (c) If the City is in Default, the Owner shall have available all remedies at law or in equity, including but not limited to seeking a writ of mandamus to compel performance by the City or seeking specific enforcement of this Agreement. In addition to mandamus or specific enforcement, the Owner shall be entitled to attorney's fees, court costs, and other costs of the Owner to obtain specific enforcement.

19. Boycotts and Foreign Business Engagements.

- (a) The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.
- (b) The Owner represents that neither it nor any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Owner and any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Owner understands "affiliate" to

mean any entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

- (c) To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Indenture. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. The Owner understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Owner within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f) and exists to make a profit.
- (d) To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Indenture. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate

an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. As used in the foregoing verification, (A) "firearm entity" means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (B) "firearm trade association" means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code. The Owner understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Owner within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f) and exists to make a profit.

20. Miscellaneous.

- (a) The failure by a Party to insist upon the strict performance of any provision of this Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Agreement.
- (b) The City does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow the Owner to enforce its remedies under this Agreement.
- (c) Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Owner any rights, remedies, or claims under or by reason of this Agreement, and all covenants, conditions, promises, and agreements in this Agreement shall be for the sole and exclusive benefit of the City and the Owner.
- (d) This Agreement may be amended only by written agreement of the Parties.
- (e) This Agreement may be executed in counterparts, each of which shall be deemed an original.

[Signature pages to follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and to be effective on the date set forth above upon execution by all parties.

**CITY:**

**CITY OF MANOR, TEXAS**, a municipal corporation

By: \_\_\_\_\_  
Name: Dr. Christopher Harvey  
Title: Mayor

Attest:

By: \_\_\_\_\_  
Name: Lluvia T. Almaraz  
Title: City Secretary

**OWNER:**

**706 INVESTMENT PARTNERSHIP, LTD.,**  
a Texas limited partnership

By: 706 Investment GP, Inc., a Texas corporation, its  
General Partner

By: \_\_\_\_\_  
Name: Peter A. Dwyer  
Title: President

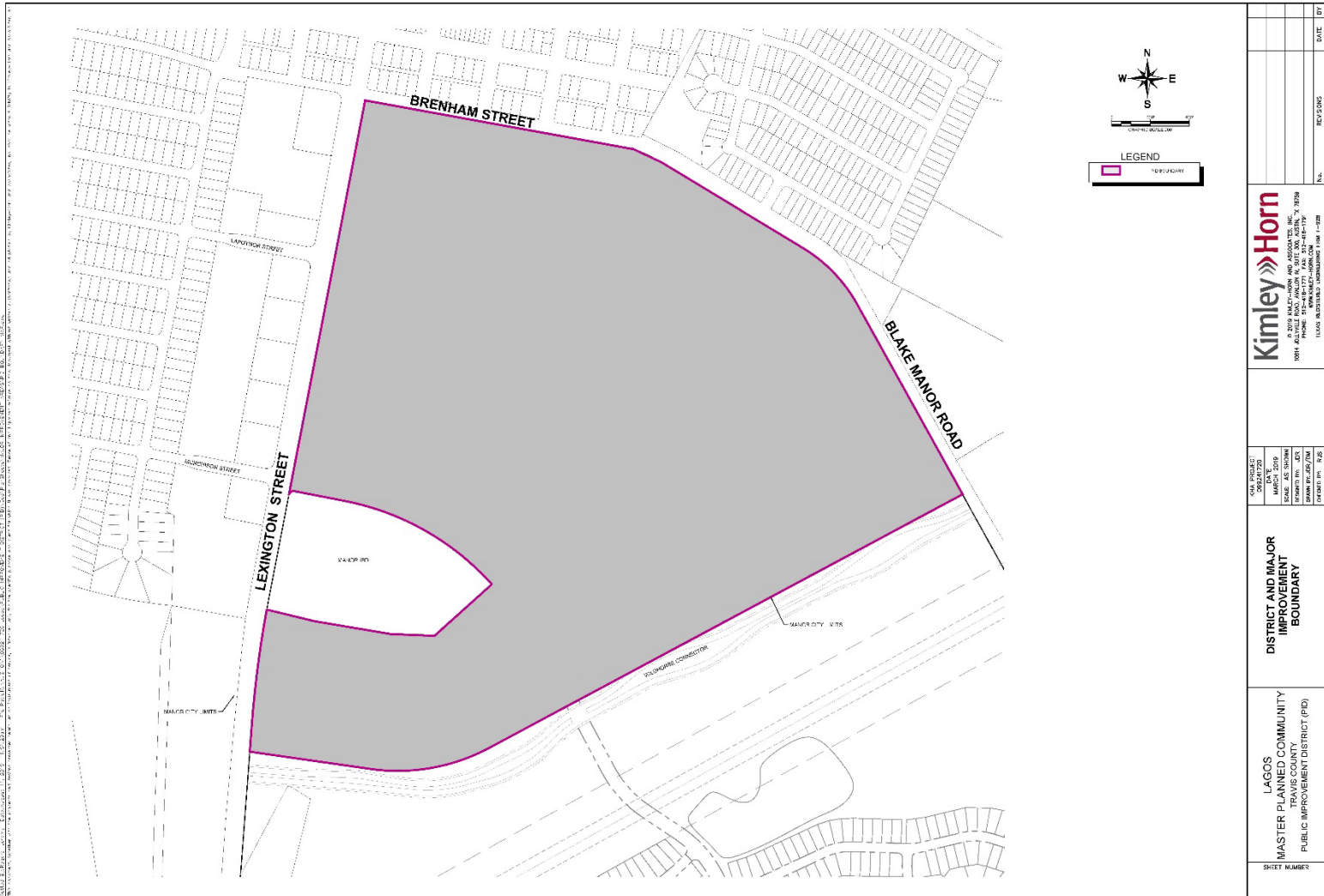
**OWNER:**

**706 DEVELOPMENT CORPORATION,**  
a Texas corporation

By: \_\_\_\_\_  
Name: Peter A. Dwyer  
Title: President

# Exhibit A-1

## Map of District





**Exhibit A-2****Legal Description of District****LEGAL DESCRIPTION  
173.212 ACRES OF LAND**

173.212 acres of land located in James Manor Survey No. 40, Abstract No. 546, the Calvin Barker Survey No. 38, Abstract No. 58, the James Manor Survey No. 39, Abstract No. 528, the James H. Manor Survey No. 37, Abstract No. 520 Travis County, Texas and being a portion of that certain tract of land conveyed to 706 Investment Partnership, LTD., a Texas limited partnership, as described in Document Number 2005114143, Official Public Records of Travis County, Texas; said 173.212 acres being more particularly described as follows:

**BEGINNING**, at a set ½ inch iron rod with KHA cap, marking the intersection of the southerly right of way line of Blake Manor Road (variable right of way), with the easterly right of way line of F.M. 973, same being the northwesterly corner of said 706 Investment Partnership, LTD. Tract;

**THENCE**, along the southerly line of said Blake Manor Road, the following courses:

South 79deg 43' 00" East, a distance of 1399.04 feet, to a found ½ inch iron rod with cap;  
 North 27deg 58' 57" East, a distance of 1.64 feet, to a found ½ inch iron rod with cap;  
 Southeasterly, along the arc of a curve to the right having a radius of 785.51 feet, a central angle of 12deg 02' 09", an arc length of 165.01 feet and a chord bearing: South 64deg 48' 28" East, 164.70 feet, to a found ½ inch iron rod with cap;  
 South 58deg 53' 38" East, a distance of 851.34 feet, to a found ½ inch iron rod with cap;  
 Southeasterly, along the arc of a curve to the right having a radius of 785.51 feet, a central angle of 29deg 49' 04", an arc length of 408.79 feet and a chord bearing: South 44deg 01' 37" East, 404.20 feet, to a found ½ inch iron rod with cap;  
 South 29deg 04' 06" East, a distance of 1115.99 feet, to a set ½ inch iron rod with "KHA" cap;

**THENCE**, leaving the southerly line of Blake Manor Road and across the said 706 Investment Partnership, LTD. tract, the following courses:

South 61deg 50' 31" West, a distance of 2766.50 feet, to a set ½ inch iron rod with "KHA" cap;  
 Southwesterly, along the arc of a curve to the right having a radius of 1000.00 feet, a central angle of 36deg 16' 07", an arc length of 633.01 feet and a chord bearing: South 80deg 00' 08" West, 622.49 feet, to a found ½ inch iron rod with cap;  
 North 81deg 51' 49" West, a distance of 626.86 feet, to a set ½ inch iron rod with "KHA" cap located in the easterly right of way line of said F.M. 973;

**THENCE**, along the easterly line of said F.M. 973, the following courses:

North 4°17'10" East, 131.97 feet to a point of for corner;  
 Northeasterly, along the arc of a curve to the right having a radius of 5679.58 feet, a central angle of 6deg 07' 33", an arc length of 607.25 feet and a chord bearing: North 7deg 22' 34" West, 606.96 feet, to a found ½ inch iron rod with cap marking the southwestern-most corner of that certain 13.34 acre tract of land conveyed to the Board of Trustees of the Manor Independent School District, as described in Document Number 2015151286, Official Public Records of Travis County, Texas;

**THENCE**, departing the easterly line of said F.M. 973 and along the boundary of said 13.34 acre tract, the following courses:

South 76°23'26" East, a distance of 256.24 feet to a found ½ inch iron rod with cap for corner;  
 South 80°30'13" East, a distance of 398.47 feet to a found ½ inch iron rod with cap for corner;  
 South 87°44'52" East, a distance of 225.56 feet to a found ½ inch iron rod with cap for corner;  
 North 48°03'21" East, a distance of 396.94 feet to a found ½ inch iron rod with cap of for corner;  
 Northwesterly, along the arc of a curve to the left having a radius of 1365.00 feet, a central angle of 37deg 04' 43", an arc length of 883.35 feet and a chord bearing: North 60deg 29' 01" East, 868.02 feet, to a found ½ inch iron rod with cap;  
 North 79°01'23" West, a distance of 268.98 feet to a found ½ inch iron rod with cap of curvature;

Lagos PID – 173.212 acres  
 Job No. 069241738 – February 22, 2019- Page 1 of 3

*JGM*  
*2-22-2019*

Southwesterly, along the arc of a curve to the left having a radius of 25.00 feet, a central angle of 90deg 00' 48", an arc length of 39.28 feet and a chord bearing: South 55deg 58' 13" West, 35.36 feet, to a found 1/8 inch iron rod with cap located in the easterly right of way line of said F.M. 973;

**THENCE**, North 10°57'49" East, a distance of 2063.79 feet along the easterly right of way line of said F.M. 973 to the **POINT OF BEGINNING**, and containing 173.212 acres of land in Travis County, Texas, as shown in the document saved in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

Basis of Bearings are based on the Texas State Plane Coordinate System (Central Zone, NAD83) which is based GPS observation.

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

*John G. Mosier 2-22-2019*

John G. Mosier  
Registered Professional Land Surveyor No. 6330  
Kimley-Horn and Associates, Inc.  
601 NW Loop 410, Suite 350  
San Antonio, Texas 78216  
Ph. 210-541-9166



**Exhibit B- 1**

**IMPROVEMENT AREA #1 LEGAL DESCRIPTION**

120.582 acres of land, being the 173.212 acres within the Lagos PID, save and except the 48.510 acres comprising the Lagos Phase 1 Final Plat as recorded under Document Number 201800065 of the Official Public Records of Travis County, Texas, and save and except the 4.120 acres in the James Manor Survey, as further described here:

[Remainder of page intentionally left blank]

**A METES AND BOUNDS  
DESCRIPTION OF A  
4.120 ACRE TRACT OF LAND**

**BEING** 4.120 acre (179,467 square feet) tract of land situated in the James Manor Survey No. 40, Abstract No. 546, City of Manor, Travis County, Texas; being a portion of that certain 675.6978 acre tract described in instrument to 706 Investment Partnership, LTD, as described in document No. 2005114143 of the Official Public Records of Travis County; and being more particularly described as follows:

**BEGINNING**, at a 1/2-inch iron rod with a plastic cap stamped "KHA" set at the intersection of the southerly right-of-way line of Blake Manor Road (width varies), with the easterly right-of-way line of F.M. 973 (100' width), marking the northwest corner of said 675.6978 acre tract;

**THENCE**, South 79°43'00" East, 440.25 feet along the southerly right-of-way line of said Blake Manor to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for the northeast corner of herein described tract;

**THENCE**, South 10°19'09" West, 408.18 feet crossing said 675.6978 acre tract to a 1/2-inch iron rod with a plastic cap stamped "KHA" set on the northeasterly line of Lot 1, Block B, Lagos Phase 1, plat of which is recorded in Document No. 201800065 of the Official Public Records of Travis County;

**THENCE**, North 79°02'12" West, 444.81 feet along the northeasterly line of said Lot 1, Block B to a 1/2-inch iron rod with a plastic cap stamped "KHA" set on the easterly right-of-way line of said F.M. 973 for the southwest corner of herein described tract;

**THENCE**, North 10°57'49" East, 402.93 feet along the easterly right-of-way line of said F.M. 973 to the **POINT OF BEGINNING** and containing 4.120 acres of land in Travis County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD'83). This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.



*John G. Mosier*  
9-3-2019

JOHN G. MOSIER  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6330  
601 NW LOOP 410, SUITE 350  
SAN ANTONIO, TEXAS 78216  
PH. 210-541-9166  
greg.mosier@kimley-horn.com

EXHIBIT OF A  
4.120 ACRE TRACT  
JAMES MANOR SURVEY NO. 40  
ABSTRACT NO. 546  
CITY OF MANOR, TRAVIS COUNTY, TEXAS

**Kimley»Horn**

601 NW Loop 410, Suite 350 San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9166 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	MAV	JGM	SEP. 2019	059241722	1 OF 2

MOSIER, GREG 9/3/2019 10:01 AM Y8NAFF01\DATA\PROJECTS\NA\_SURVEY\059241722-LAGOS COMMUNITY\DWG\EXHIBITS\4.120 LEGAL FOR COMMERCIAL TRACT.DWG



**Exhibit C**

**Form of Certification for Payment**

FORM OF CERTIFICATION FOR PAYMENT  
(Lagos - City of Manor)

\_\_\_\_\_ (“**Construction Manager**”) hereby requests payment for the Actual Cost of the work (the “Draw Actual Costs”) described in attached Attachment A. Capitalized undefined terms shall have the meanings ascribed thereto in the Lagos Public Improvement District Financing Agreement between 706 Investment Partnership, Ltd., and 706 Development Corporation (collectively, the “**Owner**”), and the City of Manor, Texas (the “**City**”), dated as of September 18, 2019 (the “**Finance Agreement**”). In connection with this Certification for Payment, the undersigned, in his or her capacity as the \_\_\_\_\_ of Construction Manager, to his or her knowledge, hereby represents and warrants to the City as follows:

1. He (she) is an authorized representative of Construction Manager, qualified to execute this request for payment on behalf of the Construction Manager and knowledgeable as to the matters forth herein.
2. Attached as Attachment A is the true and correct Draw Actual Costs for which payment is requested, and payment for such requested amounts and purposes has not been subject to any previously submitted request for payment.
3. Attached as Attachment B is a true and correct copy of a bills paid affidavit evidencing that any contractor or subcontractor having performed work on a Segment described in Attachment A has been paid in full for all work completed through the previous Certification for Payment.
4. Attached as Attachment C are invoices, receipts, worksheets and other evidence of costs which are in sufficient detail to allow the City to verify the Draw Actual Costs for which payment is requested.
5. Attached as Attachment D are receipts for payment or cancelled checks from the contractor and, if requested by the City, any subcontractors for the current Certification for Payment, if Construction Manager is requesting reimbursement for payment that has been made to the contractor or subcontractor for the Draw Actual Costs.
6. Attached as Attachment E-1, for draws during the design phase, is a statement specifying the percentage of design that has been completed on the applicable Authorized Improvement or for the last draw for design work, is evidence of approval of design phase documents by the City.
7. Attached as Attachment E-2, for draws during the construction phase, are waivers of liens for work on the applicable Authorized Improvements through the previous Certification for Payment.

[Signature Page Follows]

SIGNATURE PAGE TO  
FORM OF CERTIFICATION FOR PAYMENT

Date : \_\_\_\_\_

[Construction Manager Signature Block to be added]



APPROVAL BY THE CITY

The Draw Actual Costs of each Segment described in Attachment A have been reviewed, verified, and approved by the City Construction Representative. Payment of the Draw Actual Costs of each such Segment is hereby approved.

Date: \_\_\_\_\_

**CITY OF MANOR, TEXAS**

By: \_\_\_\_\_

ATTACHMENT A TO FORM OF CERTIFICATION FOR PAYMENT

<u>Segment</u>	<u>Description of Work Completed under this Certification for Payment</u>	<u>Draw Actual Costs</u>
----------------	---	--------------------------

ATTACHMENT B TO FORM OF CERTIFICATION FOR PAYMENT

[attached – bills paid affidavit]

ATTACHMENT C TO FORM OF CERTIFICATION FOR PAYMENT

[attached – receipts]

ATTACHMENT D TO FORM OF CERTIFICATION FOR PAYMENT

[attached – receipts for payment or cancelled checks]

ATTACHMENT E-1 TO FORM OF CERTIFICATION FOR PAYMENT

[attached – statement specifying percentage of design]

ATTACHMENT E-2 TO FORM OF CERTIFICATION FOR PAYMENT

[attached – waivers of liens]



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** April 6, 2022  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on an ordinance of the City of Manor Making a Finding of Special Benefit to the Property in the Lagos Public Improvement District; Providing for the Method of Assessment of Special Assessments Against Property in Improvement Area #1 of the District; Approving an Assessment Roll for Improvement Area #1 of the District; Levying Assessments Against Property Within Improvement Area #1 of the District; Providing for Payment of the Assessments; Providing for Penalties and Interest on Delinquent Assessments; Establishing a Lien on Property Within Improvement Area #1 of the District; Approving an Amended and Restated Service And Assessment Plan; Approving a Landowner Agreement; Providing for Related Matters in Accordance with Chapter 372, Texas Local Government Code; Providing an Effective Date; and Providing for Severability.

**BACKGROUND/SUMMARY:**

The developer is requesting that the City move forward with levying assessments while the bond closing is delayed due to construction of homes already underway within the PID.

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

- Ordinance No. 642 and Exhibits

**STAFF RECOMMENDATION:**

It is city staff's recommendation that the City Council approve Ordinance No. 642 of the City of Manor Making a Finding of Special Benefit to the Property in the Lagos Public Improvement District; Providing for the Method of Assessment of Special Assessments Against Property in Improvement Area #1 of the District; Approving an Assessment Roll for Improvement Area #1 of the District; Levying Assessments Against Property Within Improvement Area #1 of the District; Providing for Payment of the Assessments; Providing for Penalties and Interest on Delinquent Assessments; Establishing a Lien on Property Within Improvement Area #1 of the District; Approving an Amended and Restated Service And Assessment Plan; Approving a Landowner Agreement; Providing for Related Matters in Accordance with Chapter 372, Texas Local Government Code; Providing an Effective Date; and Providing for Severability.

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



**ORDINANCE NO. 642**

**AN ORDINANCE OF THE CITY OF MANOR MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN IMPROVEMENT AREA #1 OF THE LAGOS PUBLIC IMPROVEMENT DISTRICT; PROVIDING FOR THE METHOD OF ASSESSMENT OF SPECIAL ASSESSMENTS AGAINST PROPERTY IN IMPROVEMENT AREA #1 OF THE DISTRICT; APPROVING AN ASSESSMENT ROLL FOR IMPROVEMENT AREA #1 OF THE DISTRICT; LEVYING ASSESSMENTS AGAINST PROPERTY WITHIN IMPROVEMENT AREA #1 OF THE DISTRICT; PROVIDING FOR PAYMENT OF THE ASSESSMENTS; PROVIDING FOR PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; ESTABLISHING A LIEN ON PROPERTY WITHIN IMPROVEMENT AREA #1 OF THE DISTRICT; APPROVING AN AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN; APPROVING A LANDOWNER AGREEMENT; PROVIDING FOR RELATED MATTERS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR SEVERABILITY**

**WHEREAS**, 706 Investment Partnership, Ltd. and 706 Development Corporation, in accordance with Chapter 372 of the Texas Local Government Code (the “PID Act”), filed a petition (the “Petition”) with the City Secretary on January 31, 2019 requesting that the City authorize the Lagos Public Improvement District (the “District”) to be created within the City limits; and

**WHEREAS**, the Petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then-current ad valorem tax rolls of the Travis Central Appraisal District and the signatures of property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the District; and

**WHEREAS**, after providing the notices required by the PID Act and by Chapter 551 of the Texas Government Code, (the “Open Meetings Act”), the City Council conducted a public hearing on March 20, 2019, to hear evidence and make findings as to the advisability of the improvements to be constructed for the benefit of the District (the “Authorized Improvements”); the nature of the Authorized Improvements; the estimated cost of the Authorized Improvements, including the administrative costs of establishing and operating the District (the “Actual Costs”); the boundaries of the District; the apportionment of the Actual Costs to be assessed against property in the District, and between the District and the municipality; and the method of assessment; and

**WHEREAS**, on March 20, 2019, after the closing of the public hearing, the City Council adopted Resolution No. 2019-02 which authorizes the District, and which includes the City Council’s findings as to the advisability of the Authorized Improvements; and

**WHEREAS**, on March 29, 2019, the City published notice of its authorization of the District in the *Manor Community News*, a newspaper of general circulation in the City and no written protests of the District were filed by any owners of record of property within the District within 20 days after March 29, 2019; and

**WHEREAS**, on October 2, 2019, by Ordinance No. 556, the City Council approved a Service and Assessment Plan (the “Original Service and Assessment Plan”) for the District and levied assessments within the District for the costs of certain public improvements as authorized by the Act;

**WHEREAS**, the City Council desires to levy an additional assessment in the Improvement Area #1 of the District to finance the costs of the Authorized Improvements constructed for the benefit of Improvement Area #1 of the District (“Improvement Area #1 Improvements”); and

**WHEREAS**, the City Council, on March 16, 2022, adopted Resolution No. 2022-05, directing the filing of the Improvement Area #1 Assessment Roll, a copy of which is included as an appendix to the attached *Exhibit A* and is incorporated herein, making the Improvement Area #1 Assessment Roll available for public inspection, and approving the notice published on March 18, 2022 in the *Manor Journal* of a public hearing to be conducted on April 6, 2022 to consider the proposed assessments to be levied against property located in Improvement Area #1 of the District (the “Assessments”), and also mailed notice of the same hearing to the Landowners (as defined herein); and

**WHEREAS**, the City Council conducted said hearing at the City Council meeting on April 6, 2022, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or to contest the Improvement Area #1 Assessment Roll, and each proposed assessment, and to offer testimony pertinent to any issue presented on the amount of the Assessment, the apportionment of the costs of the Improvement Area #1 Improvements, the purpose of the Assessment, the special benefits accruing to the property within Improvement Area #1 of the District due to the Authorized Improvements, and the penalties and interest of annual installments and on delinquent annual installments of the Assessment; and

**WHEREAS**, there were no written objections or evidence submitted to the City Secretary either before or at the hearing in opposition to the 2022 Amended and Restated Service and Assessment Plan, the apportionment of the costs of the Improvement Area #1 Improvements, the Improvement Area #1 Assessment Roll, or the levy of the Assessments; and

**WHEREAS**, the apportionment of the Actual Costs to be assessed against the property in Improvement Area #1 of the District, as reflected in the Improvement Area #1 Assessment Roll and in the service and assessment plan, a copy of which is attached hereto as *Exhibit A* and is incorporated herein (the attached amended and restated service and assessment plan, the “2022 Amended and Restated Service and Assessment Plan” and as updated, amended and supplemented from time to time, the “Service and Assessment Plan”), is fair and reasonable and is made on the basis of special benefits accruing to each parcel because of the Improvement Area #1 Improvements, and results in the imposing of equal shares of the Actual Costs on property that is

similarly benefitted, and the apportionment of the Actual Costs between the City and the area to be assessed is based on reasonable classifications and formulas; and

**WHEREAS**, the Service and Assessment Plan, which has been amended from the Original Service and Assessment Plan, and as updated on December 18, 2019, June 17, 2020, and August 18, 2021, covers a period of at least five years, defines the District's annual indebtedness and projected Actual Costs, and states provisions relating to due and delinquency dates for the Assessments, interest on Annual Installments, and procedures in connection with the imposition and collection of the Assessments; and

**WHEREAS**, the owners of 100% of the privately-owned and taxable property located within Improvement Area #1 of the District, and who are persons to be assessed pursuant to this Ordinance, have presented to the City Council for consideration at its meeting on April 6, 2022, a landowner agreement (the "Landowner Agreement"), in which said owners acknowledge, accept, and approve of, without reservation, the Service and Assessment Plan, Improvement Area #1 Assessment Roll, this Ordinance, and the levy of the Assessments against their property located within Improvement Area #1 of the District, and agree to pay the Assessments when due and payable; and

**WHEREAS**, the City Council finds and determines that the Improvement Area #1 Assessment Roll, and the Service and Assessment Plan in a form substantially similar to the attached *Exhibit A*, should be approved and that the Assessments should be levied as provided in this Ordinance and the Service and Assessment Plan and approves the form, terms and provisions of the Landowner Agreement.

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

**Section 1. Findings.** The findings and recitations set out in this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

**Section 2. Public Hearing.** The action of the City Council holding and closing the public hearing in these proceedings is hereby ratified and confirmed.

**Section 3. Terms.** Terms not otherwise defined herein are defined in the Service and Assessment Plan substantially in the form attached hereto as *Exhibit A* (Service and Assessment Plan).

**Section 4. Service and Assessment Plan.** The Service and Assessment Plan is hereby approved as the service and assessment plan for the District in substantially the form attached to this Ordinance and the Mayor, the Mayor Pro Tem, the Finance Director, and the City Manager are hereby authorized to make such non-substantive changes to the Service and Assessment Plan as may be required to give full effect to this Ordinance and to the Service and Assessment Plan attached hereto.

**Section 5. Assessment Roll.** The Improvement Area #1 Assessment Roll, attached as Exhibit I to the Service and Assessment Plan, is hereby approved as the Improvement Area #1 Assessment Roll of the District.

**Section 6. Levy and Payment of Assessments for Actual Costs of Improvement Area #1 Project.** (a) The City Council hereby levies an assessment on each tract of property located within Improvement Area #1 of the District, except for the Non-Benefited Property, as shown and described on the Service and Assessment Plan and the Improvement Area #1 Assessment Roll, in the respective amounts shown on the Improvement Area #1 Assessment Roll. There is further levied and assessed against each tract of property located within Improvement Area #1 of the District, except for the Non-Benefited Property, additional annual assessments for the Annual Collection Costs and the Additional Interest, as described in the Service and Assessment Plan, which shall be part of the Assessment and the Annual Installment. The amount of the Annual Installment shall be reviewed and determined annually by the City Council following the City Council's annual review of the Service and Assessment Plan for the District. Pursuant to Section 372.015(d), the amount of assessment for each property owner may be adjusted following the annual review of the Service and Assessment Plan.

(b) The levy of the Assessments related to the District shall be effective on the date of execution of this Ordinance levying assessments and strictly in accordance with the terms of the Service and Assessment Plan.

(c) The collection of the Assessments shall be as described in the Service and Assessment Plan.

(d) Each Assessment may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Assessment may be paid in advance in any amount as provided in subsection 372.018(f) of the PID Act and Section VI.E of the Service and Assessment Plan.

(f) Each Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.

(g) Each Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.

(h) The Annual Installments for Assessed Properties shall be calculated pursuant to the terms of the Service and Assessment Plan.

**Section 7. Method of Assessment.** The method of apportioning the Actual Costs is set forth in the Service and Assessment Plan.

**Section 8. Penalties and Interest on Delinquent Assessments.** Delinquent Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Service

and Assessment Plan. The Assessments shall have lien priority as specified in the PID Act and the Service and Assessment Plan.

**Section 9. Landowner Agreement.** The Landowner Agreement that is by and between the City, 706 Investment Partnership, Ltd. (the “Project Owner”), Ashton Austin Residential, L.L.C. and Pulte Homes of Texas, L.P. (together, the “Builder”), and Peter A. Dwyer, individually (Project Owner, Builder, and Peter A. Dwyer collectively, the “Landowners”) is hereby authorized and approved in the substantially final form attached hereto as ***Exhibit B*** and incorporated herein as a part hereof for all purposes and the Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute and deliver such Landowner Agreement with such changes as may be required to carry out the purposes of this Ordinance. The Mayor’s or Mayor Pro Tem’s signature on the Landowner Agreement may be attested by the City Secretary.

**Section 10. Lien Property.** (a) As provided in the Landowner Agreement, the City Council and the Landowner intend for the obligations, covenants and burdens on the Assessed Property that is owned by the Landowner, including without limitation such Landowner’s obligations related to payment of the Assessments and the Annual Installments, to constitute a covenant running with the land. As stated in the Landowner Agreement and in this ordinance, the Assessments and the Annual Installments levied by this ordinance shall be binding upon the Landowner, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. Assessments shall have lien priority as specified in the PID Act and the Service and Assessment Plan.

(b) The Assessments and Annual Installments levied and assessed against the property within Improvement Area #1 of the District as provided in this Ordinance and the Service and Assessment Plan, together with reasonable attorney’s fees and costs of collection, if incurred, are hereby declared to be and are made a lien upon each tract of property within Improvement Area #1 of the District against which the same are levied and assessed, and a personal liability and charge against the real and true owners of each such tract, including the successors and assigns, whether such owners be named herein or not, and said liens shall be and constitute the first enforceable lien and claim against the lot on which such assessments are levied, and shall be a first and paramount lien thereon, superior to all other liens and claims except state, county, school district and City ad valorem taxes.

**Section 11. Appointment of Administrator and Collector of Assessments.** (a) P3Works, LLC is hereby appointed and designated as the initial Administrator of the Service and Assessment Plan and of Assessments levied by this Ordinance. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator’s fees, charges and expenses for providing such service shall constitute an Annual Collection Cost.

(b) The Finance Director of the City or her designee is hereby appointed as the temporary collector of the Assessments. The Finance Director or her designee shall serve in such capacity until such time as the City shall arrange for the collection duties to be performed by the Travis County Tax Office or any other qualified collection agent selected by the City.

**Section 12. Applicability of Tax Code.** To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code governing enforcement of ad valorem tax liens shall be applicable to the imposition and collection of Assessments by the City, and the Texas Tax Code shall otherwise be applicable to the extent provided by the PID Act.

**Section 13. Severability.** If any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**Section 14. Filing in Land Records.** The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and the Assessment Rolls, to be recorded in the real property records of Travis County by no later than the seventh day after the City Council passes and approves this Ordinance. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council by no later than the seventh day after the City Council adopts each Annual Service Plan Update.

**Section 15. Effective Date.** This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the PID Act, and it is accordingly so ordained.

**Section 16. Open Meetings.** It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

*[The remainder of this page intentionally left blank.]*

**PASSED AND APPROVED** on this 6<sup>th</sup> day of April, 2022.

ATTEST:

**THE CITY OF MANOR, TEXAS**

\_\_\_\_\_  
Lluvia T. Almaraz, City Secretary

\_\_\_\_\_  
Dr. Christopher Harvey, Mayor

[CITY SEAL]

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

THIS INSTRUMENT is acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 2022, by Dr. Christopher Harvey, as Mayor of the City of Manor, Texas and attested to by Lluvia T. Almaraz, City Secretary of the City of Manor, Texas, on behalf of the City.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public Signature

After Recording Return to:  
City of Manor  
Attn: City Secretary  
105 E. Eggleston Street  
Manor, Texas 78653

**EXHIBIT A**

**SERVICE AND ASSESSMENT PLAN FOR THE  
LAGOS PUBLIC IMPROVEMENT DISTRICT**



# Lagos Public Improvement District

---

AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

APRIL 6, 2022



AUSTIN, TX | NORTH RICHLAND HILLS, TX

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## INTRODUCTION

Capitalized terms used in this 2022 Amended and Restated Service and Assessment Plan shall have the meanings given to them in Section I unless otherwise defined in this 2022 Amended and Restated Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a “Section” or an “Exhibit” shall be a reference to a Section of this 2022 Amended and Restated Service and Assessment Plan or an Exhibit attached to and made a part of this 2022 Amended and Restated Service and Assessment Plan for all purposes.

On March 20, 2019, the City passed and approved a resolution authorizing the creation of the District in accordance with the PID Act, which authorization was effective upon publication as required by the PID Act. The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 173 acres located within the City, as described by metes and bounds on **Exhibit A** and depicted on **Exhibit C**.

On October 2, 2019, the City Council approved Ordinance No. 556 authorizing the levy of Assessments on Major Improvement Area Assessed Property.

On December 18, 2019, the City Council approved the 2019 Annual Service Plan Update by approving Ordinance No. 563 for the purpose of issuing PID Bonds and updating the Assessment Roll.

On June 17, 2020, the City Council approved the 2020 Annual Service Plan Update which also updated the Assessment Roll for 2020.

On August 18, 2021, the City Council approved the 2021 Annual Service Plan Update which also updated the Assessment Roll for 2021.

On April 6, 2022, the City Council approved this 2022 Amended and Restated Service and Assessment Plan which also updated the Assessment Roll for 2022.

Pursuant to the PID Act, a service and assessment plan must be reviewed and updated at least annually. This document is the 2022 Amended and Restated Service and Assessment Plan which serves to amend and restate the 2019 Service and Assessment Plan in its entirety for the purposes of (1) levying Improvement Area #1 Assessments, and (2) updating the Assessment Rolls.

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City. The Assessment against each Assessed Property must be sufficient to pay the share of the Actual Costs apportioned to the Assessed Property and cannot exceed the special benefit conferred on the Assessed Property by the Authorized

Improvements. The Major Improvement Area Assessment Roll is contained in **Exhibit H**. The Improvement Area #1 Assessment Roll is contained in **Exhibit I**.

The PID Act requires a service plan covering a period of at least five years and defining the annual indebtedness and projected cost of the Authorized Improvements. The Service Plan is contained in **Section IV**.

The PID Act requires that the Service Plan include an assessment plan that assesses the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements. The Assessment Plan is contained in **Section V**.

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## SECTION I: DEFINITIONS

**“2019 Service and Assessment Plan”** means the 2019 Service and Assessment Plan passed and approved by City Council on October 2, 2019 by Ordinance No. 556.

**“2022 Amended and Restated Service and Assessment Plan”** means this 2022 Amended and Restated Service and Assessment Plan as amended.

**“Actual Costs”** means, with respect to Authorized Improvements, the actual costs paid or incurred by or on behalf of the Landowner: (1) to plan, design, acquire, construct, install, and dedicate such improvements to the City; (2) to prepare plans, specifications (including bid packages), contracts, and as-built drawings; (3) to obtain zoning, licenses, plan approvals, permits, inspections, and other governmental approvals; (4) for third-party professional consulting services including but not limited to, engineering, surveying, geotechnical, land planning, architectural, landscaping, legal, accounting, and appraisals; (5) of labor, materials, equipment, fixtures, payment and performance bonds and other construction security, and insurance premiums; and (6) to implement, administer, and manage the above-described activities. Actual Costs shall not include general contractor’s fees in an amount that exceeds a percentage equal to the percentage of work completed or construction management fees in an amount that exceeds an amount equal to the construction management fee amortized in approximately equal monthly installments over the term of the applicable construction management contract. Amounts expended for costs described in subsections (3), (4), and (6) above shall be excluded from the amount upon which the general contractor and construction management fees are calculated.

**“Additional Interest”** means the amount collected by application of the Additional Interest Rate.

**“Additional Interest Rate”** means the 0.50% additional interest charged on Assessments securing PID Bonds, if issued, pursuant to Section 372.018 of the PID Act. The Additional Interest Rate is not charged on Assessments securing the Improvement Area #1 Reimbursement Obligation.

**“Administrator”** means the City or the person or firm designated by the City who shall have the responsibility provided in this 2022 Amended and Restated Service and Assessment Plan, an Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District.

**“Annual Collection Costs”** means the actual or budgeted costs and expenses for: (1) the Administrator and City staff; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (5) issuing, paying, and redeeming PID Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with

this 2022 Amended and Restated Service and Assessment Plan and the PID Act with respect to the administration of a reimbursement agreement and the issuance and sale of PID Bonds, if issued, including continuing disclosure requirements; and (8) the paying agent/registrar and Trustee in connection with PID Bonds, if issued, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

**“Annual Installment”** means the annual installment payment of an Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest, if applicable.

**“Annual Service Plan Update”** means an update to the 2022 Amended and Restated Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

**“Assessed Property”** means any Parcel against which an Assessment is levied.

**“Assessment”** means an assessment levied against a Parcel and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on an Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act.

**“Assessment Ordinance”** means an ordinance adopted by the City Council in accordance with the PID Act that levies an Assessment.

**“Assessment Plan”** means the methodology employed to assess the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements, more specifically described in **Section V**.

**“Assessment Roll”** means the Assessment Roll for the Assessed Property, as updated, modified or amended from time to time in accordance with the procedures set forth herein, and in the PID Act, including any Annual Service Plan Updates. The Major Improvement Area Assessment Roll is shown on **Exhibit H** and the Improvement Area #1 Assessment Roll is shown on **Exhibit I**.

**“Authorized Improvements”** means improvements authorized by Section 372.003 of the PID Act, including Major Improvements, Improvement Area #1 Improvements, and Bond Issuance Costs, as described in **Section III**.

**“Bond Issuance Costs”** means the costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, capitalized interest, reserve fund requirements, first year Annual Collection Costs, underwriter discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

**“City”** means the City of Manor, Texas.

**“City Council”** means the governing body of the City.

**“County”** means Travis County, Texas.

**“Delinquent Collection Costs”** means, for a Parcel, interest, penalties, and other costs and expenses authorized by the PID Act that directly or indirectly relate to the collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this 2022 Amended and Restated Service and Assessment Plan, including costs and expenses to foreclose liens.

**“District”** means this Lagos Public Improvement District containing approximately 173 acres located within the City and shown on **Exhibit C** and more specifically described in **Exhibit A**.

**“Estimated Buildout Value”** means the estimated value of an Assessed Property after completion of the vertical improvements (e.g. house, office building, etc.), and shall be determined by the Administrator and confirmed by the City Council by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other information that may impact value.

**“Improvement Area #1”** means approximately 120.582 acres located within the District, as shown on **Exhibit D** and more specifically described in **Exhibit B**.

**“Improvement Area #1 Annual Installment”** means the annual installment payment of the Improvement Area #1 Assessment as calculated by the Administrator and approved by the City Council that includes: (1) principal, (2) interest, and (3) Annual Collection Costs.

**“Improvement Area #1 Assessed Property”** means any Parcel within Improvement Area #1 against which an Improvement Area #1 Assessment is levied.

**“Improvement Area #1 Assessment”** means an Assessment levied against the Improvement Area #1 Assessed Property for Improvement Area #1 Improvements and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #1 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

**“Improvement Area #1 Assessment Roll”** means the Assessment Roll for the Improvement Area #1 Assessed Property and included in this 2022 Amended and Restated Service and Assessment Plan as **Exhibit I**, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.



**“Improvement Area #1 Bonds”** means PID Bonds secured by Improvement Area #1 Assessments that are used to refund all or a part of the Improvement Area #1 Reimbursement Obligation, if such bonds are issued.

**“Improvement Area #1 Bond Additional Proceeds”** means an amount equal to the lesser of: 1) \$152,000, or 2) the Actual Cost paid by the Landowner to construct drainage improvements unrelated to the PID in downtown Manor, as determined by the City.

**“Improvement Area #1 Improvements”** mean the public improvements authorized the PID Act that provide a special benefit to Improvement Area #1 Assessed Property, as depicted on **Exhibit O**.

**“Improvement Area #1 Reimbursement Agreement”** means that certain Lagos Reimbursement Agreement between \_\_\_\_\_, and City of Manor, Texas, dated \_\_\_\_\_, 2022.

**“Improvement Area #1 Reimbursement Obligation”** means an amount not to exceed \$6,734,000 payable from Improvement Area #1 Assessments to be paid to the Landowner pursuant to the Improvement Area #1 Reimbursement Agreement, but excluding any payments from the net proceeds of PID Bonds.

**“Improvement Area #1 Remainder Parcel”** means all of the area within Improvement Area #1, SAVE AND EXCEPT all Parcels shown on the Phase 2 Plat. Until a plat has been recorded on every Parcel within the Improvement Area #1 Remainder Parcel, the Improvement Area #1 Annual Installment will be allocated to each Parcel within the Improvement Area #1 Remainder Parcel based on the Travis Central Appraisal District acreage for billing purposes only.

**“Indenture”** means an Indenture of Trust entered into in connection with the issuance of PID Bonds, as amended or supplemented from time to time, between the City and a Trustee setting forth terms and conditions related to PID Bonds.

**“Landowner”** means, collectively, 706 Investment Partnership, Ltd., a Texas limited partnership, 706 Development Corporation, a Texas corporation, Pulte Homes of Texas, L.P., a Texas limited partnership, Ashton Austin Residential, LLC, a Texas limited liability company, and Peter A. Dwyer, individually, and any successor and assigns.

**“Lot”** means (1) for any portion of the District for which a subdivision plat has been recorded in the official public records of the County, a tract of land described as a “lot” in such subdivision plat, and (2) for any portion of the District for which a subdivision plat has not been recorded in the official public records of the County, a tract of land anticipated to be described as a “lot” in a final recorded subdivision plat.

**“Lot Type”** means a classification of final building Lots with similar characteristics (e.g. commercial, light industrial, multi-family, single-family residential, etc.), as determined by the Administrator and confirmed and approved by the City Council. In the case of single-family residential Lots, the Lot Type shall be further defined by classifying the residential Lots by the Estimated Buildout Value of the Lot as determined by the Administrator and confirmed and approved by the City Council.

**“Lot Type 1”** means a Lot in the Phase 1 Plat marketed or sold to homebuilders as a 50’ Lot. The buyer disclosure for Lot Type 1 Lots is attached as **Exhibit U-1**.

**“Lot Type 2”** means a Lot in the Phase 1 Plat marketed or sold to homebuilders as a 60’ Lot. The buyer disclosure for Lot Type 2 Lots is attached as **Exhibit U-2**.

**“Lot Type 3”** means a Lot in the Phase 1 Plat marketed or sold to homebuilders as a “Village Cluster” Lot. The buyer disclosure for Lot Type 3 Lots is attached as **Exhibit U-3**.

**“Lot Type 4”** means a Lot in the Phase 1 Commercial marketed or sold for commercial uses. The buyer disclosure for Lot Type 4 Lots is attached as **Exhibit U-4**.

**“Lot Type 5”** means a Lot in Improvement Area #1 marketed or sold to homebuilders as a 50’ Lot. The buyer disclosure for Lot Type 5 Lots is attached as **Exhibit U-5**.

**“Lot Type 6”** means that certain Parcel identified as Lot 13, Block F in the Phase 2 Plat. The buyer disclosure for the Lot Type 6 Lot is attached as **Exhibit U-6**.

**“Major Improvement Area”** means all of the Parcels within the District, as shown on **Exhibit C** and more specifically described in **Exhibit A**. The Major Improvement Area consists of Phase 1 and Improvement Area #1.

**“Major Improvement Area Annual Installment”** means the annual installment payment of the Major Improvement Area Assessment as calculated by the Administrator and approved by the City Council that includes: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest.

**“Major Improvement Area Assessed Property”** means any Parcel within the Major Improvement Area against which a Major Improvement Area Assessment is levied.

**“Major Improvement Area Assessment”** means an Assessment levied against the Major Improvement Area Assessed Property and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Major Improvement Area Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

**“Major Improvement Area Assessment Roll”** means the Assessment Roll for the Major Improvement Area Assessed Property and included in this 2022 Amended and Restated Service and Assessment Plan as **Exhibit H**, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

**“Major Improvement Area Bonds”** mean those certain “City of Manor, Texas, Special Assessment Revenue Bonds, Series 2020 (Lagos Public Improvement District Major Improvement Area Project)”.

**“Major Improvements”** mean the public improvements authorized the PID Act that provide a special benefit to all of the Major Improvement Area Assessed Property.

**“Maximum Assessment”** means for each Lot Type, an Assessment equal to the lesser of (1) the amount calculated pursuant to **Section VI.A**, or (2) the amount shown on **Exhibit M**.

**“Non-Benefited Property”** means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements. Property is identified as Non-Benefited Property at the time the Assessments (1) are levied or (2) are reallocated pursuant to a subdivision of a Parcel that receives no benefit.

**“Parcel(s)”** means a property, within the District, identified by either a tax map identification number assigned by the Travis Central Appraisal District for real property tax purposes, by metes and bounds description, or by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means determined by the City.

**“Phase 1”** means all Parcels within the Phase 1 Plat and the Phase 1 Commercial.

**“Phase 1 Commercial”** means the 4.120 acres of commercial area described by metes and bounds in **Exhibit R**.

**“Phase 1 Plat”** means the “Lagos Phase 1 Final Plat” recorded in the official public records of Travis County on March 16, 2018, attached hereto as **Exhibit S-1**.

**“Phase 2 Plat”** means the “Lagos Phase 2 Final Plat” recorded in the official public records of Travis County on May 25, 2021, attached hereto as **Exhibit S-2**.

**“PID Act”** means Chapter 372, Texas Local Government Code, as amended.

**“PID Bonds”** mean bonds issued by the City to finance the Actual Costs of the Authorized Improvements including the Major Improvement Area Bonds.

**“Prepayment”** means the payment of all or a portion of an Assessment before the due date thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Annual Installment of the Assessment.

**“Prepayment Costs”** mean interest and Annual Collection Costs incurred up to the date of Prepayment.

**“Service Plan”** means the plan that defines the annual indebtedness and projected costs of the Authorized Improvements, and covers a period of at least five years, more specifically described in **Section IV**.

**“Trustee”** means a trustee (or successor trustee) under the applicable Indenture.

## SECTION II: THE DISTRICT

The District includes approximately 173.212 contiguous acres located within the corporate limits of the City, as more particularly described by metes and bounds on **Exhibit A** and depicted on **Exhibit C**. The Major Improvement Area includes all the Parcels within the District, including Phase 1, and Improvement Area #1, and is anticipated to be developed as 497 single-family residential units, 124 Village Cluster residential units, and 170,269 square feet of commercial use.

Improvement Area #1 consists of approximately 120.582 acres in the District, as more particularly described by metes and bounds on **Exhibit B** and depicted on **Exhibit D**. Improvement Area #1 is anticipated to be developed as 379 single-family residential units, 30 Village Cluster residential units, and 113,856 square feet of commercial use.

## SECTION III: AUTHORIZED IMPROVEMENTS

The City Council, based on information provided by the Landowner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the Authorized Improvements confer a special benefit on the Assessed Property. The budget for the Authorized Improvements is shown on **Exhibit E**. A map depicting the Major Improvements is shown on **Exhibit N**, and map depicting the Improvement Area #1 Improvements is shown on **Exhibit O**. All Major Improvements and Improvement Area #1 Improvements will be constructed to City standards and will be owned by the City after completion.

### A. Major Improvements

- *Amenity Pond*  
Includes one gazebo, trailhead monument, 3,000 LF lake trail system, site landscaping, site sod and revegetation, irrigation, fishing points, habitat for waterfowl, and picnic spots.
- *Murchison Street*  
Includes entry landscape improvements, lighting allowance, water, wastewater, storm water management, erosion control/clearing/rough cut, pavement and appurtenances and miscellaneous items.
- *Lapoynor Street*  
Includes entry landscape improvements, lighting allowance, water, wastewater, storm water management, erosion control/clearing/rough cut, pavement and appurtenances and miscellaneous items.

- *S. San Marcos Street*  
Includes entry landscape improvements, lighting allowance, water, wastewater, storm water management, erosion control/clearing/rough cut, pavement and appurtenances and miscellaneous items.
- *Lagos Grandes Way*  
Includes entry landscape improvements, lighting allowance, water, wastewater, storm water management, erosion control/clearing/rough cut, pavement and appurtenances and miscellaneous items.
- *FM 973*  
Includes sidewalks and striping improvements.
- *Brenham Street*  
Includes paving associated with turn lanes.
- *Soft Costs*  
Include engineering services; development fees including design, and other professional services, and a construction management fee of 4% of hard cost; and performance and payment bonds.

#### **B. Improvement Area #1 Improvements**

- *Roadway*  
Includes costs associated with subgrade stabilization, concrete and reinforcing steel for roadways, testing, sidewalks, accessibility ramps, earthwork, erosion control, retaining walls, intersections, signage, and re-vegetation of all disturbed areas within the right-of-way. The street improvements will provide street access to each Lot within Improvement Area #1.
- *Water*  
Includes costs associated with trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, and erosion control all necessary appurtenances required to provide water service. The water improvements will provide water service to each Lot within Improvement Area #1.
- *Wastewater*  
Includes costs associated with trench excavation and embedment, trench safety, PVC piping, manholes, service connection, testing, related earthwork, and erosion control all necessary appurtenances required to provide wastewater service. The wastewater improvements will provide wastewater service to each Lot within Improvement Area #1.

- *Storm Drain*  
Includes earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, and erosion control necessary to provide storm drainage. The drainage improvements will provide drainage service to each Lot within Improvement Area #1.
- *Soft Costs*  
Include engineering services; development fees including design, and other professional services, and a construction management fee of 4% of hard cost; and performance and payment bonds.

#### **C. Bond Issuance Costs**

- *Debt Service Reserve Fund*  
Equals the amount required to fund a reserve under an applicable Indenture. This amount may be updated or revised if additional PID Bonds are issued.
- *Capitalized Interest*  
Equals the amount of capitalized interest available for payment of interest on PID Bonds as reflected in an applicable Indenture. This amount may be updated or revised if additional PID Bonds are issued.
- *Underwriter's Discount*  
Equals a percentage of the par amount of a particular series of PID Bonds and includes a fee for underwriter's counsel. This amount may be updated or revised if additional PID Bonds are issued.
- *Cost of Issuance*  
Costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, County costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds. This amount may be updated or revised if additional PID Bonds are issued.

### **SECTION IV: SERVICE PLAN**

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan must

be reviewed and updated, at least annually, and approved by the City Council. **Exhibit F** summarizes the Service Plan for the District.

**Exhibit G** summarizes the sources and uses of funds required to construct the Authorized Improvements. The sources and uses of funds shown on **Exhibit G** shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and Actual Costs.

## SECTION V: ASSESSMENT PLAN

The PID Act allows the City Council to apportion the costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City Council, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City Council that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance reasonable classifications and formulas for the apportionment of the cost between the municipality or the City and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Landowner and all future owners and developers of the Assessed Property.

### **A. Assessment Methodology**

The City Council, acting in its legislative capacity based on information provided by the Landowner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that:

- The Major Improvements were allocated to the Major Improvement Area Assessed Property in the 2019 Service and Assessment Plan pro rata based on Estimated Buildout Value of each Parcel at the time the Major Improvement Area Assessments were levied, as shown on **Exhibit L-1**. **Exhibit L-2** shows the allocation of the Major Improvement Area Assessments between Assessed Property in Improvement Area #1. The outstanding Major Improvement Area Assessments for all Major Improvement Area Assessed property are shown on **Exhibit H**, and
- The Improvement Area #1 Improvements shall be allocated pro rata based on Estimated Buildout Value of each Parcel at the time the Improvement Area #1 Assessments are



levied, as shown on **Exhibit L-2**. The outstanding Improvement Area #1 Assessments for all Improvement Area #1 Assessed property are shown on **Exhibit I**.

## **B. Assessments**

Major Improvement Area Assessments are levied on the Major Improvement Area Assessed Property as shown on the Major Improvement Area Assessment Roll, attached hereto as **Exhibit H**. The projected Major Improvement Area Annual Installments are shown on **Exhibit J**.

Improvement Area #1 Assessments are levied on the Improvement Area #1 Assessed Property as shown on the Improvement Area #1 Assessment Roll, attached hereto as **Exhibit I**. The projected Improvement Area #1 Annual Installments are shown on **Exhibit K**.

## **C. Findings of Special Benefit**

The City Council, acting in its legislative capacity based on information provided by the Landowner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has found and determined:

- *Phase 1*
  1. The share of the Major Improvements and Bond Issuance Costs allocable to Phase 1 equals \$880,349, as shown on **Exhibit E**; and
  2. The Assessed Property within Phase 1 receives special benefit from the Authorized Improvements equal to or greater than the Actual Costs of the Authorized Improvements; and
  3. The Assessed Property within Phase 1 was allocated 27.60% of the Major Improvement Area Assessments in the 2019 Service and Assessment Plan, which equaled \$860,990, of which \$797,520 remains outstanding as shown on the Major Improvement Area Assessment Roll attached hereto as **Exhibit H**; and
  4. The special benefit ( $\geq$  \$880,349) received by the Phase 1 Assessed Property from the Authorized Improvements is equal to or greater than the amount of the Major Improvement Area Assessments (\$860,990) levied on the Phase 1 Assessed Property.
- *Improvement Area #1*
  1. Improvement Area #1's allocable share of the Authorized Improvements equals \$13,585,250, as shown on **Exhibit E**; and
  2. The Improvement Area #1 Assessed Property receives special benefit from the Authorized Improvements equal to or greater than the Actual Costs of the Authorized Improvements; and

3. The Improvement Area #1 Assessed Property was allocated 72.40% of the Major Improvement Area Assessments in the 2019 Service and Assessment Plan, which equaled \$2,259,010, of which \$2,092,480 remains outstanding as shown on the Major Improvement Area Assessment Roll attached hereto as **Exhibit H**; and
4. The Improvement Area #1 Assessed Property is allocated 100% of the Improvement Area #1 Assessments, which equal \$6,734,000, as shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit I**; and
5. The special benefit ( $\geq$  \$13,585,250) received by the Improvement Area #1 Assessed Property from the Authorized Improvements is equal to or greater than the combined amount of the Major Improvement Area Assessments (\$2,259,010) and the Improvement Area #1 Assessments (\$6,734,000) levied on the Improvement Area #1 Assessed Property.

#### **D. Annual Collection Costs**

The Annual Collection Costs shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Assessed Property. The Annual Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on Actual Costs incurred in Annual Service Plan Updates.

#### **E. Interest on Assessments**

The interest on the Improvement Area #1 Assessments is 4.50%, which is less than 2% above the Bond Buyer's 20 Bond Index rate of 2.53% as of March 8, 2022. The interest on the Major Improvement Area Assessments is equal to the interest rate of the Major Improvement Area Bonds.

The interest rate on Assessments levied on the Assessed Property may exceed the interest rate on the PID Bonds by the Additional Interest Rate. Interest at the rate of the PID Bonds and the Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture. Additional Interest is not charged on Assessments securing the Improvement Area #1 Reimbursement Obligation.

## SECTION VI: TERMS OF THE ASSESSMENTS

### A. Reallocation of Assessments

#### 1. Upon Division Prior to Recording of Subdivision Plat

Upon the division of any Assessed Property (without the recording of subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

C = the Estimated Buildout Value of the newly divided Assessed Property

D = the sum of the Estimated Buildout Value for all of the newly divided Assessed Properties

The calculation of the Estimated Buildout Value of an Assessed Property shall be performed by the Administrator based on information from the Landowner, homebuilders, market studies, appraisals, official public records of the County, and any other relevant information regarding the Assessed Property. The calculation as confirmed by the City Council shall be conclusive.

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this 2022 Amended and Restated Service and Assessment Plan approved by the City Council.

#### 2. Upon Subdivision by a Recorded Subdivision Plat

Upon the subdivision of any Assessed Property based on a recorded subdivision plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots based on Estimated Buildout Value according to the following formula:

$$A = [B \times (C \div D)]/E$$

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot

B = the Assessment for the Parcel prior to subdivision

C = the sum of the Estimated Buildout Value of all newly subdivided Lots with same Lot Type

D = the sum of the Estimated Buildout Value for all of the newly subdivided Lots excluding Non-Benefited Property

E = the number of Lots with same Lot Type

Prior to the recording of a subdivision plat, the Landowner shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat considering factors such as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, discussions with homebuilders, and any other factors that may impact value. The calculation of the Estimated Buildout Value for a Lot shall be performed by the Administrator and confirmed by the City Council based on information provided by the Landowner, homebuilders, third party consultants, and/or the official public records of the County regarding the Lot.

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this 2022 Amended and Restated Service and Assessment Plan approved by the City Council.

### *3. Upon Consolidation*

If two or more Lots or Parcels are consolidated, the Administrator shall allocate the Assessments against the Lots or Parcels before the consolidation to the consolidated Lot or Parcel, which allocation shall be approved by the City Council in the next Annual Service Plan Update.

## **B. True-Up of Assessments if Maximum Assessment Exceeded**

Prior to the approval of a final subdivision plat or issuance of a building permit for office, restaurant, or retail uses, the Administrator shall certify that the final plat will not cause the Assessment for any Lot Type to exceed the Maximum Assessment. If the subdivision of any Assessed Property by a final subdivision plat or issuance of a building permit causes the Assessment per Lot for any Lot Type to exceed the applicable Maximum Assessment for such Lot Type, the Landowner shall partially prepay the Assessment for each Assessed Property that exceeds the applicable Maximum Assessment for such Lot Type in an amount sufficient to reduce the Assessment to the applicable Maximum Assessment for such Lot Type. The City's approval of

a final subdivision plat or issuance of a building permit without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay such Assessments.

**C. True-Up of Improvement Area #1 Assessments Upon City Council  
Authorization of Improvement Area #1 Bonds**

At the time Improvement Area #1 Bonds are authorized by City Council, the Improvement Area #1 Assessments may be reduced so that the total equivalent tax rate of the Improvement Area #1 Assessments, taking into consideration the Major Improvement Area Assessments allocated to Improvement Area #1, does not exceed \$0.30 per \$100 of Estimated Buildout Value plus the additional equivalent tax rate necessary to increase the amount of Improvement Area #1 Bonds by the Improvement Area #1 Bond Additional Proceeds. The Estimated Buildout Values that shall be used to calculate the equivalent tax rate for Improvement Area #1 are shown on **Exhibit L-2** and shall not be changed in future Annual Service Plan Updates.

**D. Mandatory Prepayment of Assessments**

If Assessed Property is transferred to a person or entity that is exempt from payment of the Assessment, the owner transferring the Assessed Property shall pay to the Administrator the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the transfer. If the owner of the Assessed Property causes the Assessed Property to become Non-Benefited Property, the owner causing the change in status shall pay the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the change in status.

**E. Reduction of Assessments**

If as a result of cost savings or an Authorized Improvement not being constructed, the Actual Costs of completed Authorized Improvements are less than the Assessments, City Council, upon review and approval, shall reduce each Assessment on a pro-rata basis such that the sum of the resulting reduced Assessments for all Assessed Properties equals the reduced Actual Costs. Excess PID Bond proceeds shall be applied to redeem outstanding PID Bonds. The Major Improvement Area Assessments shall not, however, be reduced to an amount less than the outstanding Major Improvement Area Bonds. The Administrator shall update (and submit to the City Council for review and approval as part of the next Annual Service Plan Update) the Assessment Roll and corresponding Annual Installments to reflect the reduced Assessments.

**F. Prepayment of Assessments**

The owner of the Assessed Property may pay, at any time, all or any part of an Assessment in accordance with the PID Act. Interest costs from the date of prepayment to the date of redemption of the applicable PID Bonds, if any, may be paid from a reserve established under

the applicable Indenture. If an Annual Installment has been billed prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If an Assessment is paid in full, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced to zero and the Assessment Roll to be revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit to the City Council for review and approval as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate; and (4) the City shall provide the owner with a recordable "Notice of PID Assessment Termination," a form of which is attached hereto as **Exhibit P** and **Exhibit Q** for Phase 1 and Improvement Area #1, respectively.

If an Assessment is paid in part, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced and the Assessment Roll revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit to the City Council for review and approval as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment and corresponding Annual Installments shall be reduced to the extent of the prepayment made.

#### **G. Prepayment as a result of Eminent Domain Proceeding or Taking**

If any portion of any Parcel of Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a "**Taking**"), the portion of the Assessed Property that was taken or transferred (the "**Taken Property**") shall be reclassified as Non-Benefitted Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property), (the "**Remaining Property**") following the reclassification of the Taken Property as Non-Benefitted Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner will remain liable to pay in Annual Installments, or payable as otherwise provided by this 2022 Amended and Restated Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Annual Installments applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the Maximum Assessment, the owner will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed the Maximum Assessment, in which case the Assessment and Annual Installments applicable to the Remaining Property will be reduced by the amount of the partial Prepayment.

In all instances the Assessment remaining on the Remaining Property shall not exceed the Maximum Assessment.

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a \$100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefitted Property and the remaining 90 acres of Remaining Property shall be subject to the \$100 Assessment, (provided that this \$100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the \$100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment on the Remaining Property by \$10, then the owner shall be required to pay \$10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to be \$90 and the Annual Installments adjusted accordingly.

Notwithstanding the previous paragraphs in this subsection (G), if the owner notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value requirement, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment to the Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirement. The owner will remain liable to pay the Annual Installments on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this subsection (G), the Assessments shall not, however, be reduced to an amount less than the outstanding PID Bonds.

#### **H. Payment of Assessment in Annual Installments**

**Exhibit J** shows the projected Major Improvement Area Annual Installments and **Exhibit K** shows the Improvement Area #1 Annual Installments. Assessments that are not paid in full shall be due and payable in Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. Annual Collection Costs shall be allocated pro rata among Parcels for which the Assessments remain unpaid based on the amount of outstanding Assessment on each Parcel. Annual Installments shall be collected in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes for

the City. The City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the PID Act.

Sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay the Annual Installments as they become due and payable.

The City reserves the right to refund PID Bonds in accordance with the PID Act. In the event of a refunding, the Administrator shall recalculate the Annual Installments so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute "PID Bonds."

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year.

#### **I. Allocating Annual Installments if Assessed Property is Sold**

If Assessed Property is sold, the Annual Installment shall be allocated between the buyer and seller in the same methodology as property taxes.

### **SECTION VII: ASSESSMENT ROLLS**

The Major Improvement Area Assessment Roll and Improvement Area #1 Assessment Roll are attached as **Exhibit H** and **Exhibit I**, respectively. The Administrator shall prepare, and submit to the City Council for review and approval, proposed revisions to the Major Improvement Area Assessment Roll and the Improvement Area #1 Assessment Roll as part of each Annual Service Plan Update.

### **SECTION VIII: ADDITIONAL PROVISIONS**

#### **A. Calculation Errors**

If the owner of a Parcel claims that an error has been made in any calculation required by this 2022 Amended and Restated Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator by December 1<sup>st</sup> of each year following City Council approval of the calculation; otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. Upon receipt of a written notice of error from an owner the Administrator shall provide a written response to the City Council and



the owner within 30 days of such referral. The City Council shall consider the owner's notice of error and the Administrator's response at a City Council meeting, and within 30 days after closing such meeting, the City Council shall make a final determination as to whether or not an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this 2022 Amended and Restated Service and Assessment Plan, the Bond Order, or the Trust Indenture, or is otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

### **B. Amendments**

Amendments to this 2022 Amended and Restated Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this 2022 Amended and Restated Service and Assessment Plan may be amended without notice to owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this 2022 Amended and Restated Service and Assessment Plan.

### **C. Administration and Interpretation**

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this 2022 Amended and Restated Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this 2022 Amended and Restated Service and Assessment Plan. Interpretations of this 2022 Amended and Restated Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners or developers adversely affected by the interpretation. Appeals shall be decided at a meeting of the City Council during which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the owners and developers and their successors and assigns.

### **D. Severability**

If any provision of this 2022 Amended and Restated Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

## LIST OF EXHIBITS

<b>Exhibit A</b>	District Legal Description
<b>Exhibit B</b>	Improvement Area #1 Legal Description
<b>Exhibit C</b>	District Boundary Map
<b>Exhibit D</b>	Improvement Area #1 Boundary Map
<b>Exhibit E</b>	Authorized Improvements
<b>Exhibit F</b>	Service Plan
<b>Exhibit G</b>	Sources and Uses
<b>Exhibit H</b>	Major Improvement Area Assessment Roll
<b>Exhibit I</b>	Improvement Area #1 Assessment Roll
<b>Exhibit J</b>	Major Improvement Area Annual Installments
<b>Exhibit K</b>	Improvement Area #1 Annual Installments
<b>Exhibit L-1</b>	Allocation of Major Improvement Area Assessments Between Phase 1, Phase 1 Commercial, and Improvement Area #1 Assessed Property
<b>Exhibit L-2</b>	Allocation of Improvement Area #1 Assessments between Improvement Area #1 Assessed Property
<b>Exhibit M</b>	Maximum Assessment by Lot Type
<b>Exhibit N</b>	Map of Major Improvements
<b>Exhibit O</b>	Maps of Improvement Area #1 Improvements
<b>Exhibit P</b>	Notice of PID Assessment Termination (Phase 1)
<b>Exhibit Q</b>	Notice of PID Assessment Termination (Improvement Area #1)
<b>Exhibit R</b>	Phase 1 Commercial Legal Description
<b>Exhibit S-1</b>	Phase 1 Plat
<b>Exhibit S-2</b>	Phase 2 Plat
<b>Exhibit T</b>	Lot Type Map
<b>Exhibit U-1</b>	Lot Type 1 Buyer Disclosure
<b>Exhibit U-2</b>	Lot Type 2 Buyer Disclosure
<b>Exhibit U-3</b>	Lot Type 3 Buyer Disclosure
<b>Exhibit U-4</b>	Lot Type 4 Buyer Disclosure

**Exhibit U-5** Lot Type 5 Buyer Disclosure

**Exhibit U-6** Lot Type 6 Buyer Disclosure

**Exhibit U-7** Improvement Area #1 Remainder Parcel Buyer Disclosure

## EXHIBIT A – DISTRICT LEGAL DESCRIPTION

### LEGAL DESCRIPTION 173.212 ACRES OF LAND

173.212 acres of land located in James Manor Survey No. 40, Abstract No. 546, the Calvin Barker Survey No. 38, Abstract No. 58, the James Manor Survey No. 39, Abstract No. 528, the James H. Manor Survey No. 37, Abstract No. 520 Travis County, Texas and being a portion of that certain tract of land conveyed to 706 Investment Partnership, LTD., a Texas limited partnership, as described in Document Number 2005114143, Official Public Records of Travis County, Texas; said 173.212 acres being more particularly described as follows:

**BEGINNING**, at a set ½ inch iron rod with KHA cap, marking the intersection of the southerly right of way line of Blake Manor Road (variable right of way), with the easterly right of way line of F.M. 973, same being the northwesterly corner of said 706 Investment Partnership, LTD. Tract;

**THENCE**, along the southerly line of said Blake Manor Road, the following courses:

South 79deg 43' 00" East, a distance of 1399.04 feet, to a found ½ inch iron rod with cap;  
 North 27deg 58' 57" East, a distance of 1.64 feet, to a found ½ inch iron rod with cap;  
 Southeasterly, along the arc of a curve to the right having a radius of 785.51 feet, a central angle of 12deg 02' 09", an arc length of 165.01 feet and a chord bearing: South 64deg 48' 28" East, 164.70 feet, to a found ½ inch iron rod with cap;  
 South 58deg 53' 38" East, a distance of 851.34 feet, to a found ½ inch iron rod with cap;  
 Southeasterly, along the arc of a curve to the right having a radius of 785.51 feet, a central angle of 29deg 49' 04", an arc length of 408.79 feet and a chord bearing: South 44deg 01' 37" East, 404.20 feet, to a found ½ inch iron rod with cap;  
 South 29deg 04' 06" East, a distance of 1115.99 feet, to a set ½ inch iron rod with "KHA" cap;

**THENCE**, leaving the southerly line of Blake Manor Road and across the said 706 Investment Partnership, LTD. tract, the following courses:

South 61deg 50' 31" West, a distance of 2766.50 feet, to a set ½ inch iron rod with "KHA" cap;  
 Southwesterly, along the arc of a curve to the right having a radius of 1000.00 feet, a central angle of 36deg 16' 07", an arc length of 633.01 feet and a chord bearing: South 80deg 00' 08" West, 622.49 feet, to a found ½ inch iron rod with cap;  
 North 81deg 51' 49" West, a distance of 626.86 feet, to a set ½ inch iron rod with "KHA" cap located in the easterly right of way line of said F.M. 973;

**THENCE**, along the easterly line of said F.M. 973, the following courses:

North 4°17'10" East, 131.97 feet to a point of for corner;  
 Northeasterly, along the arc of a curve to the right having a radius of 5679.58 feet, a central angle of 6deg 07' 33", an arc length of 607.25 feet and a chord bearing: North 7deg 22' 34" West, 606.96 feet, to a found ½ inch iron rod with cap marking the southwestern-most corner of that certain 13.34 acre tract of land conveyed to the Board of Trustees of the Manor Independent School District, as described in Document Number 2015151286, Official Public Records of Travis County, Texas;

**THENCE**, departing the easterly line of said F.M. 973 and along the boundary of said 13.34 acre tract, the following courses:

South 76°23'26" East, a distance of 256.24 feet to a found ½ inch iron rod with cap for corner;  
 South 80°30'13" East, a distance of 398.47 feet to a found ½ inch iron rod with cap for corner;  
 South 87°44'52" East, a distance of 225.56 feet to a found ½ inch iron rod with cap for corner;  
 North 48°03'21" East, a distance of 396.94 feet to a found ½ inch iron rod with cap of for corner;  
 Northwesterly, along the arc of a curve to the left having a radius of 1365.00 feet, a central angle of 37deg 04' 43", an arc length of 883.35 feet and a chord bearing: North 60deg 29' 01" East, 868.02 feet, to a found ½ inch iron rod with cap;  
 North 79°01'23" West, a distance of 268.98 feet to a found ½ inch iron rod with cap of curvature;

Lagos PID – 173.212 acres  
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2-22-2019

Southwesterly, along the arc of a curve to the left having a radius of 25.00 feet, a central angle of 90deg 00' 48", an arc length of 39.28 feet and a chord bearing: South 55deg 58' 13" West, 35.36 feet, to a found 1/8 inch iron rod with cap located in the easterly right of way line of said F.M. 973;

**THENCE**, North 10°57'49" East, a distance of 2063.79 feet along the easterly right of way line of said F.M. 973 to the **POINT OF BEGINNING**, and containing 173.212 acres of land in Travis County, Texas, as shown in the document saved in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

Basis of Bearings are based on the Texas State Plane Coordinate System (Central Zone, NAD83) which is based GPS observation.

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

*John G. Mosier 2-22-2019*

John G. Mosier  
Registered Professional Land Surveyor No. 6330  
Kimley-Horn and Associates, Inc.  
601 NW Loop 410, Suite 350  
San Antonio, Texas 78216  
Ph. 210-541-9166



**EXHIBIT B – IMPROVEMENT AREA #1 LEGAL DESCRIPTION**

120.582 acres of land, being the 173.212 acres within the Lagos Manor PID save and except the 48.510 acres within the Lagos Phase 1 Final Plat as recorded under Document Number 201800065 of the Official Public Records of Travis County, Texas and save and except the 4.120 acres for the Phase 1 Commercial Parcel.

**EXHIBIT C – DISTRICT BOUNDARY MAP**

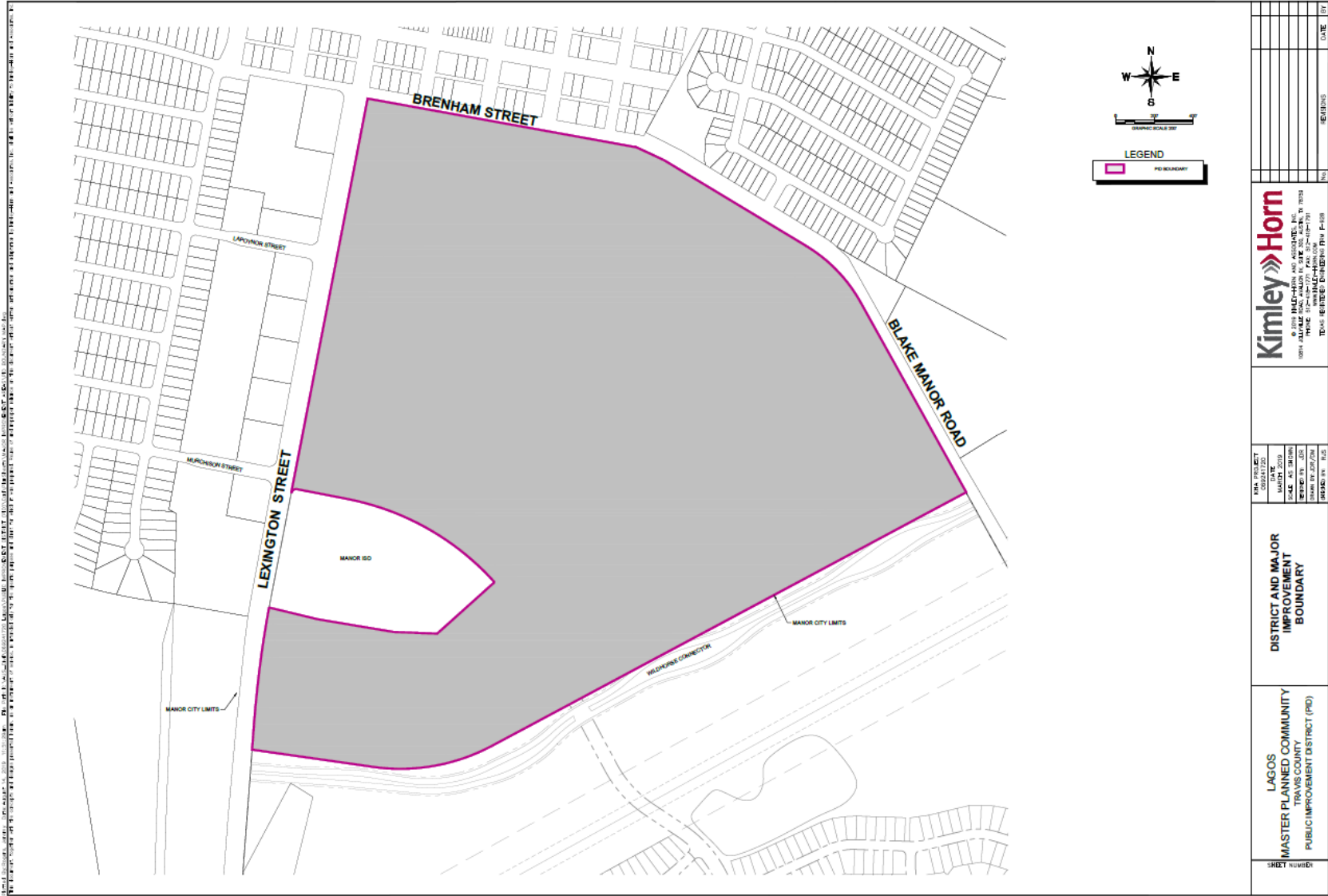
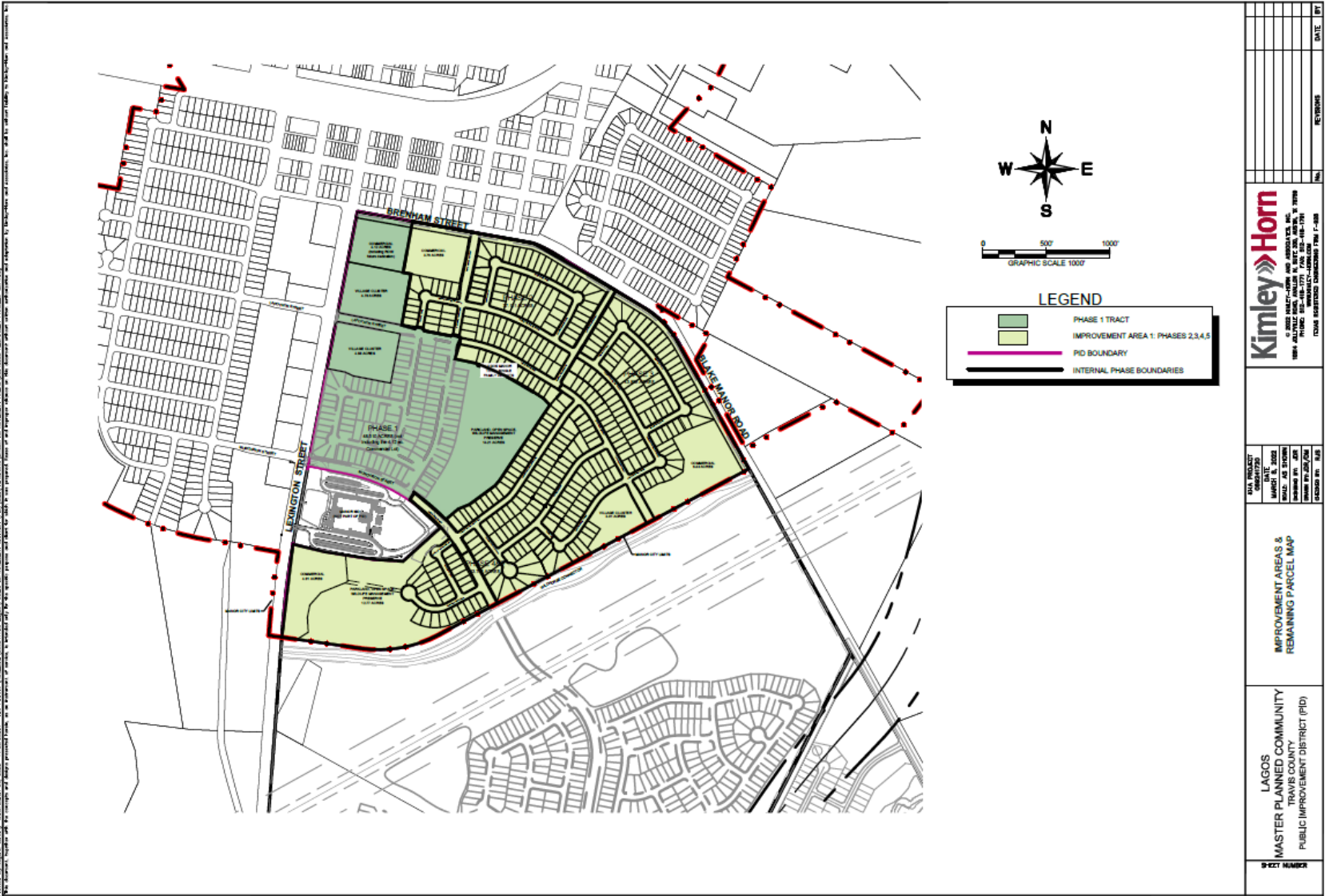


EXHIBIT D – IMPROVEMENT AREA #1 BOUNDARY MAP



<b>LAGOS PLANNED COMMUNITY</b> <b>MASTER PLAN</b> <b>TRAVIS COUNTY</b> <b>PUBLIC IMPROVEMENT DISTRICT (PID)</b>	<b>IMPROVEMENT AREAS &amp;</b> <b>REMAINING PARCEL MAP</b>	DATE: 12/15/2022 DRAWN BY: JAC CHECKED BY: JAC SCALE: AS SHOWN MAPSHEET NO.: 2022 PROJECT NO.: 2022	RETVISIONS NO. DATE BY
		<b>Kimley»Horn</b> © 2022 KIMLEY-HORN AND ASSOCIATES, INC. 1000 ATLANTA ROAD, SUITE 100, ATLANTA, GA 30339 TEL: 404.525.1000 FAX: 404.525.1001 WWW.KIMLEY-HORN.COM	



## EXHIBIT E – AUTHORIZED IMPROVEMENTS

	Total Costs	Phase 1		Improvement Area #1		
		%	Cost	%	Cost	
<i>Major Improvements</i>						
Amenity Pond	\$ 1,194,440	27.60%	\$ 329,616	72.40%	\$ 864,824	
Murchison Street	230,300	27.60%	63,553	72.40%	166,747	
Lapoynor Street	143,350	27.60%	39,559	72.40%	103,791	
S. San Marcos Street	126,900	27.60%	35,019	72.40%	91,881	
Lagos Grandes Way	204,450	27.60%	56,420	72.40%	148,030	
FM 973	100,000	27.60%	27,596	72.40%	72,404	
Brenham Street	226,379	27.60%	62,471	72.40%	163,908	
Soft Costs (a)	411,777	27.60%	113,633	72.40%	298,143	
	<u>\$ 2,637,596</u>		<u>\$ 727,866</u>		<u>\$ 1,909,729</u>	
<i>Improvement Area #1 Improvements</i>						
Water	\$ 1,155,928	0.00%	\$ -	100.00%	\$ 1,155,928	
Wastewater	1,976,601	0.00%	-	100.00%	1,976,601	
Storm Water	2,640,164	0.00%	-	100.00%	2,640,164	
Roadways (b)	3,742,453	0.00%	-	100.00%	3,742,453	
Soft Costs (a)	1,760,302	0.00%	-	100.00%	1,760,302	
	<u>\$ 11,275,447</u>		<u>\$ -</u>		<u>\$ 11,275,447</u>	
<i>Major Improvement Area Bond Issuance Costs</i>						
Debt Service Reserve Fund	\$ 198,957	27.60%	\$ 54,904	72.40%	\$ 144,053	
Capitalized Interest	-	27.60%	-	72.40%	-	
Underwriter Discount	93,600	27.60%	25,830	72.40%	67,770	
Cost of Issuance	260,000	27.60%	71,749	72.40%	188,251	
	<u>\$ 552,557</u>		<u>\$ 152,483</u>		<u>\$ 400,074</u>	
<b>Total</b>	<b>\$ 14,465,599</b>		<b>\$ 880,349</b>		<b>\$ 13,585,250</b>	

## Notes:

[a] Includes 4% Construction Management, 13% engineering and design, and 1.5% performance and payment bonds.

[b] Includes Erosion Control, Clearing/Rough Cut, and Landscaping.

## EXHIBIT F – SERVICE PLAN

		Major Improvement Area				
Annual Installment Due		1/31/2023	1/31/2024	1/31/2025	1/31/2026	1/31/2027
Principal		\$ 65,000.00	\$ 65,000.00	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00
Interest		\$ 128,818.76	\$ 126,381.26	\$ 123,943.76	\$ 121,318.76	\$ 118,431.26
	(1)	\$ 193,818.76	\$ 191,381.26	\$ 193,943.76	\$ 191,318.76	\$ 188,431.26
Additional Interest	(2)	\$ 14,450.00	\$ 14,125.00	\$ 13,800.00	\$ 13,450.00	\$ 13,100.00
Annual Collection Costs	(3)	\$ 18,017.46	\$ 18,377.81	\$ 18,745.36	\$ 19,120.27	\$ 19,502.67
<b>Total Annual Installment</b>	<b>(4) = (1) + (2) + (3)</b>	<b>\$ 226,286.22</b>	<b>\$ 223,884.07</b>	<b>\$ 226,489.12</b>	<b>\$ 223,889.03</b>	<b>\$ 221,033.93</b>

		Improvement Area #1				
Annual Installment Due		1/31/2023	1/31/2024	1/31/2025	1/31/2026	1/31/2027
Principal		\$ 102,000.00	\$ 107,000.00	\$ 112,000.00	\$ 117,000.00	\$ 122,000.00
Interest		\$ 303,030.00	\$ 298,440.00	\$ 293,625.00	\$ 288,585.00	\$ 283,320.00
	(1)	\$ 405,030.00	\$ 405,440.00	\$ 405,625.00	\$ 405,585.00	\$ 405,320.00
Annual Collection Costs	(2)	\$ 41,982.54	\$ 42,822.19	\$ 43,678.64	\$ 44,552.21	\$ 45,443.26
<b>Total Annual Installment</b>	<b>(3) = (1) + (2)</b>	<b>\$ 447,012.54</b>	<b>\$ 448,262.19</b>	<b>\$ 449,303.64</b>	<b>\$ 450,137.21</b>	<b>\$ 450,763.26</b>

## EXHIBIT G – SOURCES AND USES

	Major Improvement Area Assessments	Improvement Area #1 Assessments
<b>Sources of Funds</b>		
Major Improvement Area Bond Par	\$ 3,120,000	\$ -
Improvement Area #1 Reimbursement Obligation	-	6,734,000
Landowner Contribution	70,152	4,541,447
<b>Total Sources</b>	<b>\$ 3,190,152</b>	<b>\$ 11,275,447</b>
<b>Uses of Funds</b>		
Major Improvements	\$ 2,637,596	\$ -
Improvement Area #1 Improvements	-	11,275,447
	<b>\$ 2,637,596</b>	<b>\$ 11,275,447</b>
<i>District Formation and Bond Issuance Costs</i>		
Debt Service Reserve Fund	\$ 198,957	\$ -
Capitalized Interest	-	-
Underwriter's Discount	93,600	-
Cost of Issuance	260,000	-
	<b>\$ 552,557</b>	<b>\$ -</b>
<b>Total Uses</b>	<b>\$ 3,190,152</b>	<b>\$ 11,275,447</b>

## EXHIBIT H – MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

Property ID	Geographic ID	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2023 <sup>1</sup>
906078	02316201010000	Non-Benefited	\$ -	\$ -
906079	02316201020000	1	\$ 3,326.77	\$ 260.49
906080	02316201030000	1	\$ 3,326.77	\$ 260.49
906081	02316201040000	1	\$ 3,326.77	\$ 260.49
906082	02316201050000	1	\$ 3,326.77	\$ 260.49
906083	02316201060000	1	\$ 3,326.77	\$ 260.49
906084	02316201070000	1	\$ 3,326.77	\$ 260.49
906085	02316201080000	1	\$ 3,326.77	\$ 260.49
906086	02316201090000	1	\$ 3,326.77	\$ 260.49
906087	02316201100000	1	\$ 3,326.77	\$ 260.49
906088	02316201110000	1	\$ 3,326.77	\$ 260.49
906089	02316201120000	1	\$ 3,326.77	\$ 260.49
906090	02316201130000	1	\$ 3,326.77	\$ 260.49
906091	02316201140000	1	\$ 3,326.77	\$ 260.49
906092	02316201150000	1	\$ 3,326.77	\$ 260.49
906093	02316201160000	1	\$ 3,326.77	\$ 260.49
906094	02316201170000	1	\$ 3,326.77	\$ 260.49
906095	02316201180000	1	\$ 3,326.77	\$ 260.49
906096	02316201190000	1	\$ 3,326.77	\$ 260.49
906097	02316201200000	1	\$ 3,326.77	\$ 260.49
906098	02316201210000	1	\$ 3,326.77	\$ 260.49
906099	02335923010000	Cluster <sup>3</sup>	\$ 136,250.16	\$ 10,668.35
906100	02336221010000	Cluster <sup>3</sup>	\$ 130,716.87	\$ 10,235.10
906101	02336221020000	Non-Benefited	\$ -	\$ -
906102	02336221030000	1	\$ 3,326.77	\$ 260.49
906103	02336221040000	1	\$ 3,326.77	\$ 260.49
906104	02336221050000	1	\$ 3,326.77	\$ 260.49
906105	02336221060000	1	\$ 3,326.77	\$ 260.49
906106	02336221070000	1	\$ 3,326.77	\$ 260.49
906107	02316202010000	1	\$ 3,326.77	\$ 260.49
906108	02316202020000	1	\$ 3,326.77	\$ 260.49
906109	02316202030000	1	\$ 3,326.77	\$ 260.49
906110	02316202040000	1	\$ 3,326.77	\$ 260.49
906111	02316202050000	1	\$ 3,326.77	\$ 260.49
906112	02316202060000	1	\$ 3,326.77	\$ 260.49
906113	02316202070000	1	\$ 3,326.77	\$ 260.49
906114	02316202080000	1	\$ 3,326.77	\$ 260.49
906115	02316202090000	1	\$ 3,326.77	\$ 260.49
906116	02316202100000	1	\$ 3,326.77	\$ 260.49
906117	02316202110000	1	\$ 3,326.77	\$ 260.49
906118	02315908010000	1	\$ 3,326.77	\$ 260.49
906119	02315908020000	1	\$ 3,326.77	\$ 260.49
906120	02315908030000	1	\$ 3,326.77	\$ 260.49
906121	02315908040000	1	\$ 3,326.77	\$ 260.49
906122	02315908050000	1	\$ 3,326.77	\$ 260.49

Property ID	Geographic ID	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2023 <sup>1</sup>
906123	02315908060000	1	\$ 3,326.77	\$ 260.49
906124	02315908070000	1	\$ 3,326.77	\$ 260.49
906125	02315908080000	1	\$ 3,326.77	\$ 260.49
906126	02315908090000	1	\$ 3,326.77	\$ 260.49
906127	02315908100000	1	\$ 3,326.77	\$ 260.49
906128	02315908110000	1	\$ 3,326.77	\$ 260.49
906129	02315908120000	1	\$ 3,326.77	\$ 260.49
906130	02315908130000	1	\$ 3,326.77	\$ 260.49
906131	02315908140000	1	\$ 3,326.77	\$ 260.49
906132	02315908150000	1	\$ 3,326.77	\$ 260.49
906133	02315908160000	1	\$ 3,326.77	\$ 260.49
906134	02315908170000	1	\$ 3,326.77	\$ 260.49
906135	02315908180000	1	\$ 3,326.77	\$ 260.49
906136	02315908190000	1	\$ 3,326.77	\$ 260.49
906137	02315908200000	Non-Benefited	\$ -	\$ -
906138	02315908210000	1	\$ 3,326.77	\$ 260.49
906139	02315908220000	1	\$ 3,326.77	\$ 260.49
906140	02315908230000	1	\$ 3,326.77	\$ 260.49
906141	02315908240000	1	\$ 3,326.77	\$ 260.49
906142	02315908250000	1	\$ 3,326.77	\$ 260.49
906143	02315908260000	1	\$ 3,326.77	\$ 260.49
906144	02315908270000	1	\$ 3,326.77	\$ 260.49
906145	02336222010000	1	\$ 3,326.77	\$ 260.49
906146	02336222020000	1	\$ 3,326.77	\$ 260.49
906147	02336222030000	1	\$ 3,326.77	\$ 260.49
906148	02336222040000	1	\$ 3,326.77	\$ 260.49
906149	02336222050000	1	\$ 3,326.77	\$ 260.49
906150	02336222060000	1	\$ 3,326.77	\$ 260.49
906151	02336222070000	1	\$ 3,326.77	\$ 260.49
906152	02336222080000	1	\$ 3,326.77	\$ 260.49
906153	02336222090000	1	\$ 3,326.77	\$ 260.49
906154	02316203010000	1	\$ 3,326.77	\$ 260.49
906155	02316203020000	1	\$ 3,326.77	\$ 260.49
906156	02316203030000	1	\$ 3,326.77	\$ 260.49
906157	02316203040000	1	\$ 3,326.77	\$ 260.49
906158	02316203050000	1	\$ 3,326.77	\$ 260.49
906159	02316203060000	1	\$ 3,326.77	\$ 260.49
906160	02316203070000	1	\$ 3,326.77	\$ 260.49
906161	02316203080000	1	\$ 3,326.77	\$ 260.49
906162	02316203090000	1	\$ 3,326.77	\$ 260.49
906163	02316203100000	1	\$ 3,326.77	\$ 260.49
906164	02316203110000	1	\$ 3,326.77	\$ 260.49
906165	02316203120000	1	\$ 3,326.77	\$ 260.49
906166	02316203130000	1	\$ 3,326.77	\$ 260.49
906167	02316203140000	1	\$ 3,326.77	\$ 260.49

Property ID	Geographic ID	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2023 <sup>1</sup>
906168	02316203150000	2	\$ 3,511.59	\$ 274.96
906169	02316203160000	2	\$ 3,511.59	\$ 274.96
906170	02316203170000	2	\$ 3,511.59	\$ 274.96
906171	02316203180000	1	\$ 3,326.77	\$ 260.49
906172	02316203190000	1	\$ 3,326.77	\$ 260.49
906173	02316203200000	1	\$ 3,326.77	\$ 260.49
906174	02316203210000	1	\$ 3,326.77	\$ 260.49
906175	02316203220000	1	\$ 3,326.77	\$ 260.49
906176	02316203230000	1	\$ 3,326.77	\$ 260.49
906177	02316203240000	1	\$ 3,326.77	\$ 260.49
906178	02316203250000	1	\$ 3,326.77	\$ 260.49
906179	02316203260000	1	\$ 3,326.77	\$ 260.49
906180	02316203270000	1	\$ 3,326.77	\$ 260.49
906181	02316203280000	1	\$ 3,326.77	\$ 260.49
906182	02315909010000	1	\$ 3,326.77	\$ 260.49
906183	02315909020000	1	\$ 3,326.77	\$ 260.49
906184	02315909030000	1	\$ 3,326.77	\$ 260.49
906185	02315909040000	1	\$ 3,326.77	\$ 260.49
906186	02315909050000	1	\$ 3,326.77	\$ 260.49
906187	02315909060000	1	\$ 3,326.77	\$ 260.49
906188	02315909070000	1	\$ 3,326.77	\$ 260.49
906189	02315909080000	1	\$ 3,326.77	\$ 260.49
906190	02315909090000	1	\$ 3,326.77	\$ 260.49
906191	02315909100000	1	\$ 3,326.77	\$ 260.49
906192	02315909110000	2	\$ 3,511.59	\$ 274.96
906193	02315909120000	2	\$ 3,511.59	\$ 274.96
906194	02315909130000	2	\$ 3,511.59	\$ 274.96
906195	02316204010000	2	\$ 3,511.59	\$ 274.96
906196	02316204020000	1	\$ 3,326.77	\$ 260.49
906197	02316204030000	1	\$ 3,326.77	\$ 260.49
906198	02316204040000	1	\$ 3,326.77	\$ 260.49
906199	02316204050000	1	\$ 3,326.77	\$ 260.49
906200	02316204060000	1	\$ 3,326.77	\$ 260.49
955999	02316201220000	5	\$ 4,461.23	\$ 349.31
956000	02316201230000	5	\$ 4,461.23	\$ 349.31
956001	02316201240000	5	\$ 4,461.23	\$ 349.31
956002	02316201250000	5	\$ 4,461.23	\$ 349.31
956003	02316201260000	5	\$ 4,461.23	\$ 349.31
956004	02316201270000	5	\$ 4,461.23	\$ 349.31
956005	02316201280000	Non-Benefited	\$ -	\$ -
956120	02316205010000	5	\$ 4,461.23	\$ 349.31
956121	02316205020000	5	\$ 4,461.23	\$ 349.31
956122	02316205030000	5	\$ 4,461.23	\$ 349.31
956006	02336223010000	4	\$ 136,700.13	\$ 10,703.58
956007	02336223020000	6	\$ 66,197.15	\$ 5,183.22

Property ID	Geographic ID	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2023 <sup>1</sup>
956008	02336223030000	Non-Benefited	\$ -	\$ -
956009	02336223040000	5	\$ 4,461.23	\$ 349.31
956010	02336223050000	5	\$ 4,461.23	\$ 349.31
956011	02336223060000	5	\$ 4,461.23	\$ 349.31
956012	02336223070000	5	\$ 4,461.23	\$ 349.31
956013	02336223080000	5	\$ 4,461.23	\$ 349.31
956014	02336223090000	5	\$ 4,461.23	\$ 349.31
956015	02336223100000	5	\$ 4,461.23	\$ 349.31
956016	02336223110000	5	\$ 4,461.23	\$ 349.31
956017	02336223120000	5	\$ 4,461.23	\$ 349.31
956018	02336223130000	5	\$ 4,461.23	\$ 349.31
956019	02336223140000	5	\$ 4,461.23	\$ 349.31
956020	02336223150000	Non-Benefited	\$ -	\$ -
956021	02336224010000	Non-Benefited	\$ -	\$ -
956022	02336224020000	5	\$ 4,461.23	\$ 349.31
956023	02336224030000	5	\$ 4,461.23	\$ 349.31
956024	02336224040000	5	\$ 4,461.23	\$ 349.31
956025	02336224050000	5	\$ 4,461.23	\$ 349.31
956026	02336224060000	5	\$ 4,461.23	\$ 349.31
956027	02336224070000	5	\$ 4,461.23	\$ 349.31
956028	02336224080000	5	\$ 4,461.23	\$ 349.31
956029	02336224090000	5	\$ 4,461.23	\$ 349.31
956030	02336224100000	5	\$ 4,461.23	\$ 349.31
956031	02336224110000	5	\$ 4,461.23	\$ 349.31
956032	02336224120000	5	\$ 4,461.23	\$ 349.31
956033	02336224130000	5	\$ 4,461.23	\$ 349.31
956034	02336224140000	5	\$ 4,461.23	\$ 349.31
956035	02336224150000	5	\$ 4,461.23	\$ 349.31
956036	02336224160000	5	\$ 4,461.23	\$ 349.31
956037	02336224170000	5	\$ 4,461.23	\$ 349.31
956038	02336224180000	5	\$ 4,461.23	\$ 349.31
956039	02336224190000	5	\$ 4,461.23	\$ 349.31
956040	02336224200000	5	\$ 4,461.23	\$ 349.31
956041	02336224210000	5	\$ 4,461.23	\$ 349.31
956042	02336224220000	5	\$ 4,461.23	\$ 349.31
956043	02336224230000	5	\$ 4,461.23	\$ 349.31
956044	02336224240000	5	\$ 4,461.23	\$ 349.31
956045	02336224250000	5	\$ 4,461.23	\$ 349.31
956046	02336224260000	5	\$ 4,461.23	\$ 349.31
956047	02336224270000	5	\$ 4,461.23	\$ 349.31
956048	02336224280000	5	\$ 4,461.23	\$ 349.31
956049	02336224290000	5	\$ 4,461.23	\$ 349.31
956050	02336224300000	5	\$ 4,461.23	\$ 349.31
956051	02336224310000	5	\$ 4,461.23	\$ 349.31
956052	02336224320000	5	\$ 4,461.23	\$ 349.31

Property ID	Geographic ID	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2023 <sup>1</sup>
956053	02336224330000	Non-Benefited	\$ -	\$ -
956054	02336225010000	5	\$ 4,461.23	\$ 349.31
956055	02336225020000	5	\$ 4,461.23	\$ 349.31
956056	02336225030000	5	\$ 4,461.23	\$ 349.31
956057	02336225040000	5	\$ 4,461.23	\$ 349.31
956058	02336225050000	5	\$ 4,461.23	\$ 349.31
956059	02336225060000	5	\$ 4,461.23	\$ 349.31
956060	02336225070000	5	\$ 4,461.23	\$ 349.31
956061	02336225080000	5	\$ 4,461.23	\$ 349.31
956062	02336226010000	5	\$ 4,461.23	\$ 349.31
956063	02336226020000	5	\$ 4,461.23	\$ 349.31
956064	02336226030000	5	\$ 4,461.23	\$ 349.31
956065	02336226040000	5	\$ 4,461.23	\$ 349.31
956066	02336226050000	5	\$ 4,461.23	\$ 349.31
956067	02336226060000	5	\$ 4,461.23	\$ 349.31
956068	02336226070000	5	\$ 4,461.23	\$ 349.31
956069	02336226080000	5	\$ 4,461.23	\$ 349.31
956070	02336226090000	5	\$ 4,461.23	\$ 349.31
956071	02336226100000	5	\$ 4,461.23	\$ 349.31
956072	02336226110000	5	\$ 4,461.23	\$ 349.31
956073	02336226120000	5	\$ 4,461.23	\$ 349.31
956074	02336226130000	5	\$ 4,461.23	\$ 349.31
956075	02336226140000	5	\$ 4,461.23	\$ 349.31
956076	02336226150000	5	\$ 4,461.23	\$ 349.31
956077	02336226160000	5	\$ 4,461.23	\$ 349.31
956078	02336226170000	5	\$ 4,461.23	\$ 349.31
956079	02336226180000	5	\$ 4,461.23	\$ 349.31
956080	02336226190000	5	\$ 4,461.23	\$ 349.31
956081	02336226200000	5	\$ 4,461.23	\$ 349.31
956082	02336226210000	5	\$ 4,461.23	\$ 349.31
956083	02336226220000	5	\$ 4,461.23	\$ 349.31
956084	02336226230000	5	\$ 4,461.23	\$ 349.31
956085	02336227010000	5	\$ 4,461.23	\$ 349.31
956086	02336227020000	5	\$ 4,461.23	\$ 349.31
956087	02336227030000	5	\$ 4,461.23	\$ 349.31
956088	02336227040000	5	\$ 4,461.23	\$ 349.31
956089	02336227050000	5	\$ 4,461.23	\$ 349.31
956090	02336227060000	5	\$ 4,461.23	\$ 349.31
956091	02336227070000	5	\$ 4,461.23	\$ 349.31
956092	02336227080000	5	\$ 4,461.23	\$ 349.31
956093	02336227090000	5	\$ 4,461.23	\$ 349.31
956094	02336227100000	5	\$ 4,461.23	\$ 349.31
956095	02336227110000	5	\$ 4,461.23	\$ 349.31
956096	02336227120000	5	\$ 4,461.23	\$ 349.31
956097	02336227130000	5	\$ 4,461.23	\$ 349.31



Property ID	Geographic ID	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2023 <sup>1</sup>
956098	02336227140000	5	\$ 4,461.23	\$ 349.31
956099	02336227150000	5	\$ 4,461.23	\$ 349.31
956100	02336227160000	5	\$ 4,461.23	\$ 349.31
956101	02336227170000	5	\$ 4,461.23	\$ 349.31
956102	02336227180000	5	\$ 4,461.23	\$ 349.31
956103	02336227190000	5	\$ 4,461.23	\$ 349.31
956104	02336227200000	5	\$ 4,461.23	\$ 349.31
956105	02336227210000	5	\$ 4,461.23	\$ 349.31
956106	02336227220000	5	\$ 4,461.23	\$ 349.31
956107	02336227230000	5	\$ 4,461.23	\$ 349.31
956108	02336227240000	5	\$ 4,461.23	\$ 349.31
956109	02336227250000	5	\$ 4,461.23	\$ 349.31
956110	02336227260000	5	\$ 4,461.23	\$ 349.31
956111	02336227270000	5	\$ 4,461.23	\$ 349.31
956112	02336227280000	5	\$ 4,461.23	\$ 349.31
956113	02336228010000	Non-Benefited	\$ -	\$ -
956114	02336228020000	5	\$ 4,461.23	\$ 349.31
956115	02336228030000	5	\$ 4,461.23	\$ 349.31
956116	02336228040000	5	\$ 4,461.23	\$ 349.31
956117	02336228050000	5	\$ 4,461.23	\$ 349.31
956118	02336228060000	5	\$ 4,461.23	\$ 349.31
956119	02336228070000	5	\$ 4,461.23	\$ 349.31
227197	02266002020000	IA#1 <sup>2</sup>	\$ 316,103.49	\$ 24,750.82
227198	02266002030000	IA#1 <sup>2</sup>	\$ 163,682.01	\$ 12,816.26
227199	02266002040000	IA#1 <sup>2</sup>	\$ 782,518.99	\$ 61,271.02
227211	02266002160000	IA#1 <sup>2</sup>	\$ 174,094.31	\$ 13,631.54
867526	02266002230000	IA#1 <sup>2</sup>	\$ 72,381.78	\$ 5,667.47
<b>Total</b>			<b>\$ 2,890,000.00</b>	<b>\$ 226,286.22</b>

<sup>1</sup> The Annual Installment covers the period September 15, 2022 to September 14, 2023 and is due by January 31, 2023.

<sup>2</sup> Property IDs are found within Improvement Area #1 Remainder Parcel. Until a plat has been recorded within Improvement Area #1 Remainder Parcel, the Assessment and Annual Installment will be allocated between each property ID based on the Travis Central Appraisal District acreage.

<sup>3</sup> Property IDs contain property to be developed as Village Cluster (Lot Type 3). Until the number of Village Cluster units within each Property ID is known, the Assessment and Annual Installment will be allocated between each property ID based on the Travis Central Appraisal District acreage.

## EXHIBIT I –IMPROVEMENT AREA #1 ASSESSMENT ROLL

Property ID	Geographic ID	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2023 <sup>1</sup>
955999	02316201220000	5	\$ 14,357.09	\$ 953.04
956000	02316201230000	5	\$ 14,357.09	\$ 953.04
956001	02316201240000	5	\$ 14,357.09	\$ 953.04
956002	02316201250000	5	\$ 14,357.09	\$ 953.04
956003	02316201260000	5	\$ 14,357.09	\$ 953.04
956004	02316201270000	5	\$ 14,357.09	\$ 953.04
956005	02316201280000	Non-Benefited	\$ -	\$ -
956120	02316205010000	5	\$ 14,357.09	\$ 953.04
956121	02316205020000	5	\$ 14,357.09	\$ 953.04
956122	02316205030000	5	\$ 14,357.09	\$ 953.04
956007	02336223020000	6	\$ 213,035.01	\$ 14,141.57
956008	02336223030000	Non-Benefited	\$ -	\$ -
956009	02336223040000	5	\$ 14,357.09	\$ 953.04
956010	02336223050000	5	\$ 14,357.09	\$ 953.04
956011	02336223060000	5	\$ 14,357.09	\$ 953.04
956012	02336223070000	5	\$ 14,357.09	\$ 953.04
956013	02336223080000	5	\$ 14,357.09	\$ 953.04
956014	02336223090000	5	\$ 14,357.09	\$ 953.04
956015	02336223100000	5	\$ 14,357.09	\$ 953.04
956016	02336223110000	5	\$ 14,357.09	\$ 953.04
956017	02336223120000	5	\$ 14,357.09	\$ 953.04
956018	02336223130000	5	\$ 14,357.09	\$ 953.04
956019	02336223140000	5	\$ 14,357.09	\$ 953.04
956020	02336223150000	Non-Benefited	\$ -	\$ -
956021	02336224010000	Non-Benefited	\$ -	\$ -
956022	02336224020000	5	\$ 14,357.09	\$ 953.04
956023	02336224030000	5	\$ 14,357.09	\$ 953.04
956024	02336224040000	5	\$ 14,357.09	\$ 953.04
956025	02336224050000	5	\$ 14,357.09	\$ 953.04
956026	02336224060000	5	\$ 14,357.09	\$ 953.04
956027	02336224070000	5	\$ 14,357.09	\$ 953.04
956028	02336224080000	5	\$ 14,357.09	\$ 953.04
956029	02336224090000	5	\$ 14,357.09	\$ 953.04
956030	02336224100000	5	\$ 14,357.09	\$ 953.04
956031	02336224110000	5	\$ 14,357.09	\$ 953.04
956032	02336224120000	5	\$ 14,357.09	\$ 953.04
956033	02336224130000	5	\$ 14,357.09	\$ 953.04
956034	02336224140000	5	\$ 14,357.09	\$ 953.04
956035	02336224150000	5	\$ 14,357.09	\$ 953.04
956036	02336224160000	5	\$ 14,357.09	\$ 953.04
956037	02336224170000	5	\$ 14,357.09	\$ 953.04
956038	02336224180000	5	\$ 14,357.09	\$ 953.04
956039	02336224190000	5	\$ 14,357.09	\$ 953.04
956040	02336224200000	5	\$ 14,357.09	\$ 953.04

Property ID	Geographic ID	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2023 <sup>1</sup>
956041	02336224210000	5	\$ 14,357.09	\$ 953.04
956042	02336224220000	5	\$ 14,357.09	\$ 953.04
956043	02336224230000	5	\$ 14,357.09	\$ 953.04
956044	02336224240000	5	\$ 14,357.09	\$ 953.04
956045	02336224250000	5	\$ 14,357.09	\$ 953.04
956046	02336224260000	5	\$ 14,357.09	\$ 953.04
956047	02336224270000	5	\$ 14,357.09	\$ 953.04
956048	02336224280000	5	\$ 14,357.09	\$ 953.04
956049	02336224290000	5	\$ 14,357.09	\$ 953.04
956050	02336224300000	5	\$ 14,357.09	\$ 953.04
956051	02336224310000	5	\$ 14,357.09	\$ 953.04
956052	02336224320000	5	\$ 14,357.09	\$ 953.04
956053	02336224330000	Non-Benefited	\$ -	\$ -
956054	02336225010000	5	\$ 14,357.09	\$ 953.04
956055	02336225020000	5	\$ 14,357.09	\$ 953.04
956056	02336225030000	5	\$ 14,357.09	\$ 953.04
956057	02336225040000	5	\$ 14,357.09	\$ 953.04
956058	02336225050000	5	\$ 14,357.09	\$ 953.04
956059	02336225060000	5	\$ 14,357.09	\$ 953.04
956060	02336225070000	5	\$ 14,357.09	\$ 953.04
956061	02336225080000	5	\$ 14,357.09	\$ 953.04
956062	02336226010000	5	\$ 14,357.09	\$ 953.04
956063	02336226020000	5	\$ 14,357.09	\$ 953.04
956064	02336226030000	5	\$ 14,357.09	\$ 953.04
956065	02336226040000	5	\$ 14,357.09	\$ 953.04
956066	02336226050000	5	\$ 14,357.09	\$ 953.04
956067	02336226060000	5	\$ 14,357.09	\$ 953.04
956068	02336226070000	5	\$ 14,357.09	\$ 953.04
956069	02336226080000	5	\$ 14,357.09	\$ 953.04
956070	02336226090000	5	\$ 14,357.09	\$ 953.04
956071	02336226100000	5	\$ 14,357.09	\$ 953.04
956072	02336226110000	5	\$ 14,357.09	\$ 953.04
956073	02336226120000	5	\$ 14,357.09	\$ 953.04
956074	02336226130000	5	\$ 14,357.09	\$ 953.04
956075	02336226140000	5	\$ 14,357.09	\$ 953.04
956076	02336226150000	5	\$ 14,357.09	\$ 953.04
956077	02336226160000	5	\$ 14,357.09	\$ 953.04
956078	02336226170000	5	\$ 14,357.09	\$ 953.04
956079	02336226180000	5	\$ 14,357.09	\$ 953.04
956080	02336226190000	5	\$ 14,357.09	\$ 953.04
956081	02336226200000	5	\$ 14,357.09	\$ 953.04
956082	02336226210000	5	\$ 14,357.09	\$ 953.04
956083	02336226220000	5	\$ 14,357.09	\$ 953.04
956084	02336226230000	5	\$ 14,357.09	\$ 953.04
956085	02336227010000	5	\$ 14,357.09	\$ 953.04

Property ID	Geographic ID	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2023 <sup>1</sup>
956086	02336227020000	5	\$ 14,357.09	\$ 953.04
956087	02336227030000	5	\$ 14,357.09	\$ 953.04
956088	02336227040000	5	\$ 14,357.09	\$ 953.04
956089	02336227050000	5	\$ 14,357.09	\$ 953.04
956090	02336227060000	5	\$ 14,357.09	\$ 953.04
956091	02336227070000	5	\$ 14,357.09	\$ 953.04
956092	02336227080000	5	\$ 14,357.09	\$ 953.04
956093	02336227090000	5	\$ 14,357.09	\$ 953.04
956094	02336227100000	5	\$ 14,357.09	\$ 953.04
956095	02336227110000	5	\$ 14,357.09	\$ 953.04
956096	02336227120000	5	\$ 14,357.09	\$ 953.04
956097	02336227130000	5	\$ 14,357.09	\$ 953.04
956098	02336227140000	5	\$ 14,357.09	\$ 953.04
956099	02336227150000	5	\$ 14,357.09	\$ 953.04
956100	02336227160000	5	\$ 14,357.09	\$ 953.04
956101	02336227170000	5	\$ 14,357.09	\$ 953.04
956102	02336227180000	5	\$ 14,357.09	\$ 953.04
956103	02336227190000	5	\$ 14,357.09	\$ 953.04
956104	02336227200000	5	\$ 14,357.09	\$ 953.04
956105	02336227210000	5	\$ 14,357.09	\$ 953.04
956106	02336227220000	5	\$ 14,357.09	\$ 953.04
956107	02336227230000	5	\$ 14,357.09	\$ 953.04
956108	02336227240000	5	\$ 14,357.09	\$ 953.04
956109	02336227250000	5	\$ 14,357.09	\$ 953.04
956110	02336227260000	5	\$ 14,357.09	\$ 953.04
956111	02336227270000	5	\$ 14,357.09	\$ 953.04
956112	02336227280000	5	\$ 14,357.09	\$ 953.04
956113	02336228010000	Non-Benefited	\$ -	\$ -
956114	02336228020000	5	\$ 14,357.09	\$ 953.04
956115	02336228030000	5	\$ 14,357.09	\$ 953.04
956116	02336228040000	5	\$ 14,357.09	\$ 953.04
956117	02336228050000	5	\$ 14,357.09	\$ 953.04
956118	02336228060000	5	\$ 14,357.09	\$ 953.04
956119	02336228070000	5	\$ 14,357.09	\$ 953.04
227197	02266002020000	N/A <sup>2</sup>	\$ 1,017,281.17	\$ 67,528.58
227198	02266002030000	N/A <sup>2</sup>	\$ 526,759.85	\$ 34,967.07
227199	02266002040000	N/A <sup>2</sup>	\$ 2,518,294.99	\$ 167,168.02
227211	02266002160000	N/A <sup>2</sup>	\$ 560,268.62	\$ 37,191.43
867526	02266002230000	N/A <sup>2</sup>	\$ 232,938.32	\$ 15,462.78
<b>Total</b>			<b>\$ 6,734,000.00</b>	<b>\$ 447,012.54</b>

<sup>1</sup> The Annual Installment covers the period September 15, 2022 to September 14, 2023 and is due by January 31, 2023.

<sup>2</sup> Property IDs are found within the Improvement Area #1 Remainder Parcel. Until a plat has been recorded within the Improvement Area #1 Remainder Parcel, the Assessment and Annual Installment will be allocated between each property ID based on the Travis Central Appraisal District acreage.

## EXHIBIT J – MAJOR IMPROVEMENT AREA ANNUAL INSTALLMENTS

Annual Installments Due	Principal	Interest	Additional Interest	Annual Collection Costs	Total Annual Installment
1/31/2023	\$ 65,000.00	\$ 128,818.76	\$ 14,450.00	\$ 18,017	\$ 226,286.22
1/31/2024	\$ 65,000.00	\$ 126,381.26	\$ 14,125.00	\$ 18,378	\$ 223,884.07
1/31/2025	\$ 70,000.00	\$ 123,943.76	\$ 13,800.00	\$ 18,745	\$ 226,489.12
1/31/2026	\$ 70,000.00	\$ 121,318.76	\$ 13,450.00	\$ 19,120	\$ 223,889.03
1/31/2027	\$ 70,000.00	\$ 118,431.26	\$ 13,100.00	\$ 19,503	\$ 221,033.93
1/31/2028	\$ 75,000.00	\$ 115,543.76	\$ 12,750.00	\$ 19,893	\$ 223,186.49
1/31/2029	\$ 75,000.00	\$ 112,450.00	\$ 12,375.00	\$ 20,291	\$ 220,115.58
1/31/2030	\$ 80,000.00	\$ 109,356.26	\$ 12,000.00	\$ 20,696	\$ 222,052.65
1/31/2031	\$ 80,000.00	\$ 106,056.26	\$ 11,600.00	\$ 21,110	\$ 218,766.58
1/31/2032	\$ 85,000.00	\$ 102,456.26	\$ 11,200.00	\$ 21,533	\$ 220,188.79
1/31/2033	\$ 90,000.00	\$ 98,631.26	\$ 10,775.00	\$ 21,963	\$ 221,369.44
1/31/2034	\$ 95,000.00	\$ 94,581.26	\$ 10,325.00	\$ 22,402	\$ 222,308.70
1/31/2035	\$ 95,000.00	\$ 90,306.26	\$ 9,850.00	\$ 22,850	\$ 218,006.75
1/31/2036	\$ 100,000.00	\$ 86,031.26	\$ 9,375.00	\$ 23,308	\$ 218,713.76
1/31/2037	\$ 105,000.00	\$ 81,531.26	\$ 8,875.00	\$ 23,774	\$ 219,179.91
1/31/2038	\$ 110,000.00	\$ 76,806.26	\$ 8,350.00	\$ 24,249	\$ 219,405.38
1/31/2039	\$ 115,000.00	\$ 71,856.26	\$ 7,800.00	\$ 24,734	\$ 219,390.37
1/31/2040	\$ 120,000.00	\$ 66,681.26	\$ 7,225.00	\$ 25,229	\$ 219,135.05
1/31/2041	\$ 125,000.00	\$ 61,281.26	\$ 6,625.00	\$ 25,733	\$ 218,639.62
1/31/2042	\$ 130,000.00	\$ 55,500.00	\$ 6,000.00	\$ 26,248	\$ 217,748.03
1/31/2043	\$ 135,000.00	\$ 49,487.50	\$ 5,350.00	\$ 26,773	\$ 216,610.49
1/31/2044	\$ 140,000.00	\$ 43,243.76	\$ 4,675.00	\$ 27,308	\$ 215,227.21
1/31/2045	\$ 145,000.00	\$ 36,768.76	\$ 3,975.00	\$ 27,855	\$ 213,598.38
1/31/2046	\$ 150,000.00	\$ 30,062.50	\$ 3,250.00	\$ 28,412	\$ 211,724.21
1/31/2047	\$ 160,000.00	\$ 23,125.00	\$ 2,500.00	\$ 28,980	\$ 214,604.95
1/31/2048	\$ 165,000.00	\$ 15,725.00	\$ 1,700.00	\$ 29,560	\$ 211,984.55
1/31/2049	\$ 175,000.00	\$ 8,093.76	\$ 875.00	\$ 30,151	\$ 214,119.50
<b>Total</b>	<b>\$ 2,890,000.00</b>	<b>\$ 2,154,468.96</b>	<b>\$ 236,375.00</b>	<b>\$ 636,814.81</b>	<b>\$ 5,917,658.77</b>

*Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

## EXHIBIT K – IMPROVEMENT AREA #1 ANNUAL INSTALLMENTS

Annual Installments Due	Principal	Interest <sup>1</sup>	Annual Collection Costs	Total Annual Installment
1/31/2023	\$ 102,000	\$ 303,030	\$ 41,983	\$ 447,013
1/31/2024	107,000	298,440	42,822	448,262
1/31/2025	112,000	293,625	43,679	449,304
1/31/2026	117,000	288,585	44,552	450,137
1/31/2027	122,000	283,320	45,443	450,763
1/31/2028	128,000	277,830	46,352	452,182
1/31/2029	133,000	272,070	47,279	452,349
1/31/2030	139,000	266,085	48,225	453,310
1/31/2031	146,000	259,830	49,189	455,019
1/31/2032	152,000	253,260	50,173	455,433
1/31/2033	159,000	246,420	51,176	456,596
1/31/2034	166,000	239,265	52,200	457,465
1/31/2035	174,000	231,795	53,244	459,039
1/31/2036	182,000	223,965	54,309	460,274
1/31/2037	190,000	215,775	55,395	461,170
1/31/2038	198,000	207,225	56,503	461,728
1/31/2039	207,000	198,315	57,633	462,948
1/31/2040	216,000	189,000	58,786	463,786
1/31/2041	226,000	179,280	59,961	465,241
1/31/2042	236,000	169,110	61,161	466,271
1/31/2043	247,000	158,490	62,384	467,874
1/31/2044	258,000	147,375	63,632	469,007
1/31/2045	270,000	135,765	64,904	470,669
1/31/2046	282,000	123,615	66,202	471,817
1/31/2047	295,000	110,925	67,526	473,451
1/31/2048	308,000	97,650	68,877	474,527
1/31/2049	322,000	83,790	70,254	476,044
1/31/2050	491,000	69,300	71,659	631,959
1/31/2051	513,000	47,205	73,093	633,298
1/31/2052	536,000	24,120	74,554	634,674
<b>Total</b>	<b>\$ 6,734,000</b>	<b>\$ 5,894,460</b>	<b>\$ 1,703,151</b>	<b>\$ 14,331,611</b>

<sup>1</sup> Interest is calculated at a 4.50% rate.

*Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

**EXHIBIT L-1 – ALLOCATION OF MAJOR IMPROVEMENT AREA ASSESSMENTS BETWEEN PHASE 1, PHASE 1 COMMERCIAL, AND IMPROVEMENT AREA #1 ASSESSED PROPERTY**

Lot Type	Land use	Units	Estimated Buildout Value Per Unit	Total Assessed Value	Major Improvement Area % Allocation	Major Improvement Area Assessment Allocation [a][b]
<b>Phase 1</b>						
1	50' Lot	111	\$ 270,000	\$ 29,970,000	12.78%	\$ 369,271.33
2	60' Lot	7	285,000	1,995,000	0.85%	24,581.12
3	Village Cluster	94	230,500	21,667,000	9.24%	266,967.03
4	Phase 1 Commercial	56,413	197	11,094,560	4.73%	136,700.13
<b>Subtotal</b>				<b>\$ 64,726,560</b>	<b>27.60%</b>	<b>\$ 797,519.61</b>
<b>Improvement Area #1 (Formerly Remainder Parcel)</b>						
	50' Lot	340	\$ 284,665	\$ 96,786,144	41.26%	
	60' Lot	40	\$ 299,364	11,974,560	5.11%	
	Village Cluster	30	\$ 239,720	7,191,600	3.07%	
	Office	198,722	\$ 214	42,520,272	18.13%	
	Restaurant	25,522	\$ 194.5	4,963,350	2.12%	
	Retail	33,111	\$ 193.0	6,389,437	2.72%	
<b>Subtotal</b>				<b>\$ 169,825,363</b>	<b>72.40%</b>	<b>\$ 2,092,480.39</b>
<b>Total</b>				<b>\$ 234,551,923</b>	<b>100.00%</b>	<b>\$ 2,890,000</b>

[a] The allocation between Phase 1 (27.60% of Major Improvement Assessments) and Improvement Area #1 Assessments (72.40%) was determined in the 2019 Service and Assessment Plan and will not change. The allocation of Major Improvement Area Assessments within Improvement Area #1 is shown on **Exhibit L-2**, which reflects updated land use assumptions for the parcels within Improvement Area #1.

[b] Total Major Improvement Area Assessment represents amount outstanding following the 1/31/22 Major Improvement Area Annual Installment.

**EXHIBIT L-2 ALLOCATION OF IMPROVEMENT AREA #1 ASSESSMENTS BETWEEN IMPROVEMENT AREA #1  
ASSESSED PROPERTY**

Lot Type	Land use	Units	Estimated Buildout Value Per Unit	Total Assessed Value	Total Allocation	Improvement Area #1 Allocation of Major Improvements [a]	Improvement Area #1 Allocation of Improvement Area #1 Improvements
<b>Phase 2</b>							
5	50' Lot	116	\$ 434,463	\$ 50,397,708	24.73%	\$ 517,502.67	\$ 1,665,422.04
6	Phase 2 Commercial	28,652	225	\$ 6,446,700	3.16%	\$ 66,197.15	\$ 213,035.01
<b>Subtotal</b>				<b>\$ 56,844,408</b>	<b>27.90%</b>	<b>\$ 583,699.81</b>	<b>\$ 1,878,457.05</b>
<b>Improvement Area #1 Remainder Parcel</b>							
	50' Lot	263	\$ 434,463	\$ 114,263,769			
	Village Cluster	30	\$ 450,000	\$ 13,500,000			
	Commercial	85,204	\$ 225	\$ 19,170,900			
<b>Subtotal</b>				<b>\$ 146,934,669</b>	<b>72.10%</b>	<b>\$ 1,508,780.58</b>	<b>\$ 4,855,543</b>
<b>Total</b>				<b>\$ 203,779,077</b>	<b>100.00%</b>	<b>\$ 2,092,480.39</b>	<b>\$ 6,734,000.00</b>

[a] Total Major Improvement Area Assessment represents amount outstanding following the 1/31/22 Major Improvement Area Annual Installment.



### EXHIBIT M – MAXIMUM ASSESSMENT BY LOT TYPE

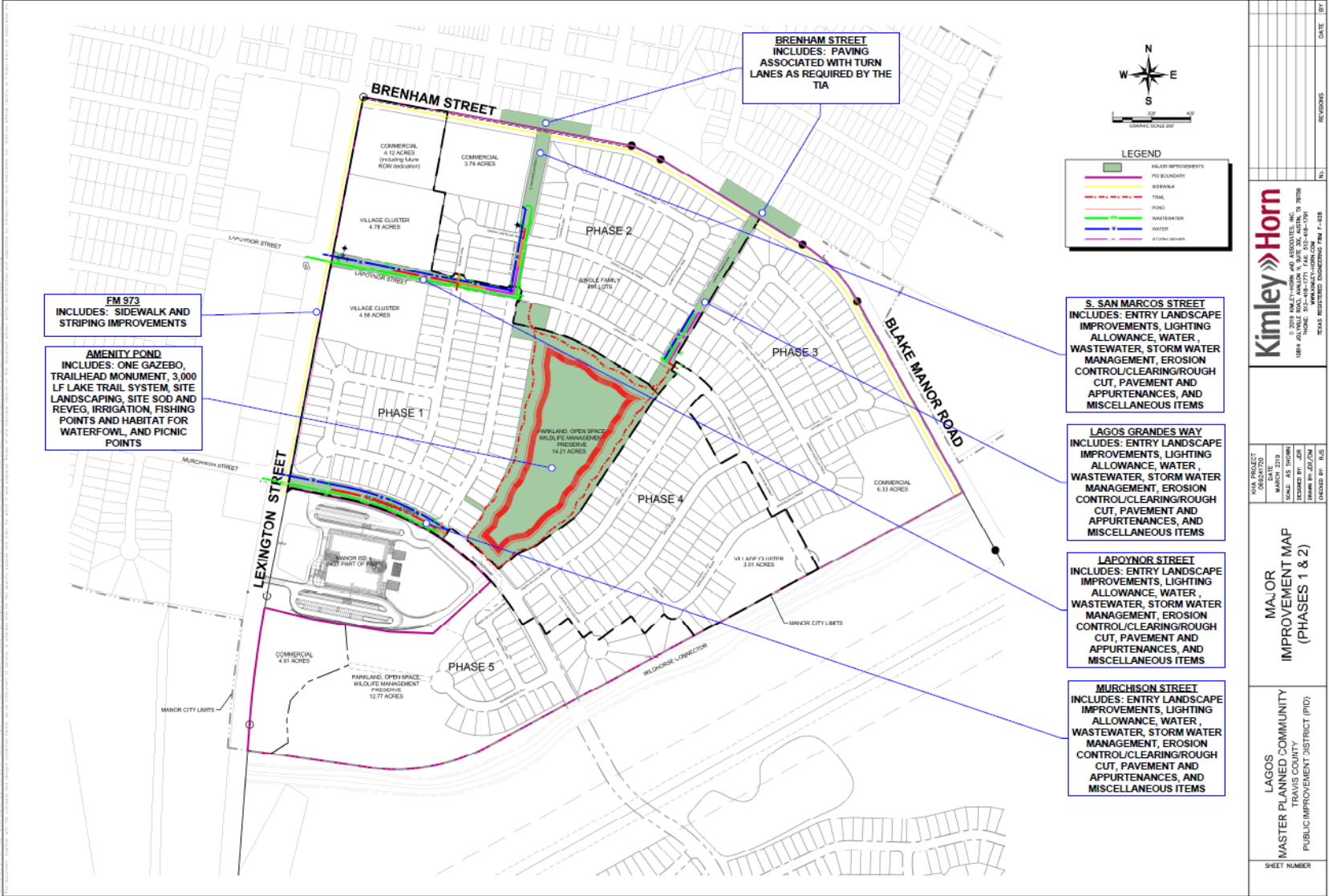
Lot Type	Land Use	Maximum MIA Assessment <sup>1,2</sup> Per Unit/SF	Maximum Improvement Area #1 Assessment <sup>2</sup> per Unit/SF	Maximum Total Assessment <sup>2</sup> per Unit/SF
<b>Phase 1</b>				
1	50' Lot	\$ 3,326.77	\$ -	\$ 3,326.77
2	60' Lot	\$ 3,511.59	\$ -	\$ 3,511.59
3	Village Cluster	\$ 2,840.07	\$ -	\$ 2,840.07
4	Phase 1 Commercial	\$ 136,700.13	\$ -	\$ 136,700.13
<b>Improvement Area #1</b>				
5	50' Lot	\$ 4,461.23	\$ 14,357.09	\$ 18,818.32
6	Phase 2 Commercial	\$ 66,197.15	\$ 213,035.01	\$ 279,232.16
	Village Cluster	\$ 4,620.77	\$ 14,870.52	\$ 19,491.29
	Commercial	\$ 2.31	\$ 7.44	\$ 9.75

<sup>1</sup> Amount outstanding following 1/31/22 Annual Installment.

<sup>2</sup> Amounts to be reduced each year to account for principal payments made as part of the Annual Installment.

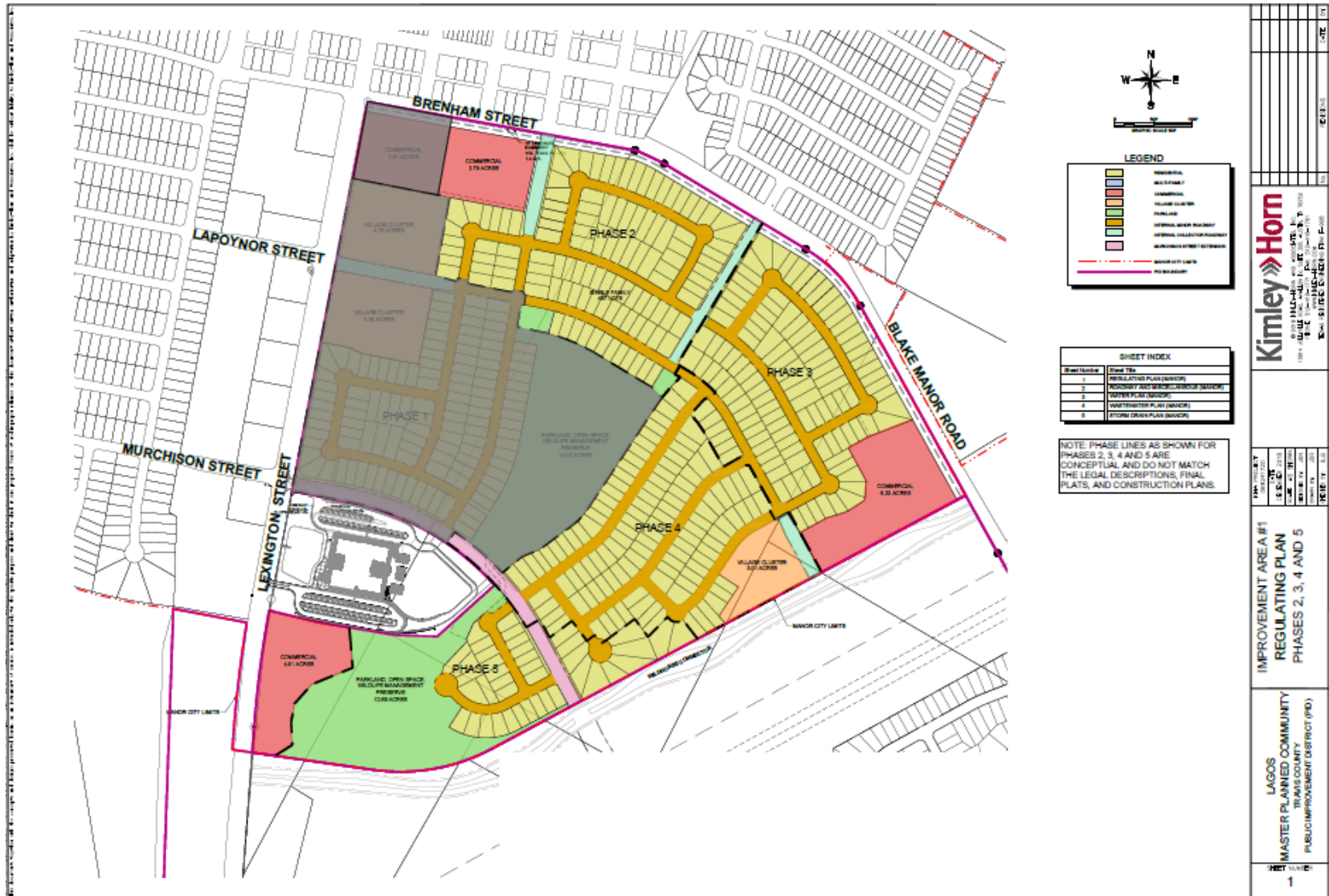
Maximum Assessment will be calculated at the time a final plat is approved or a building permit is issued for retail, office, or restaurant uses.

## EXHIBIT N – MAP OF MAJOR IMPROVEMENTS

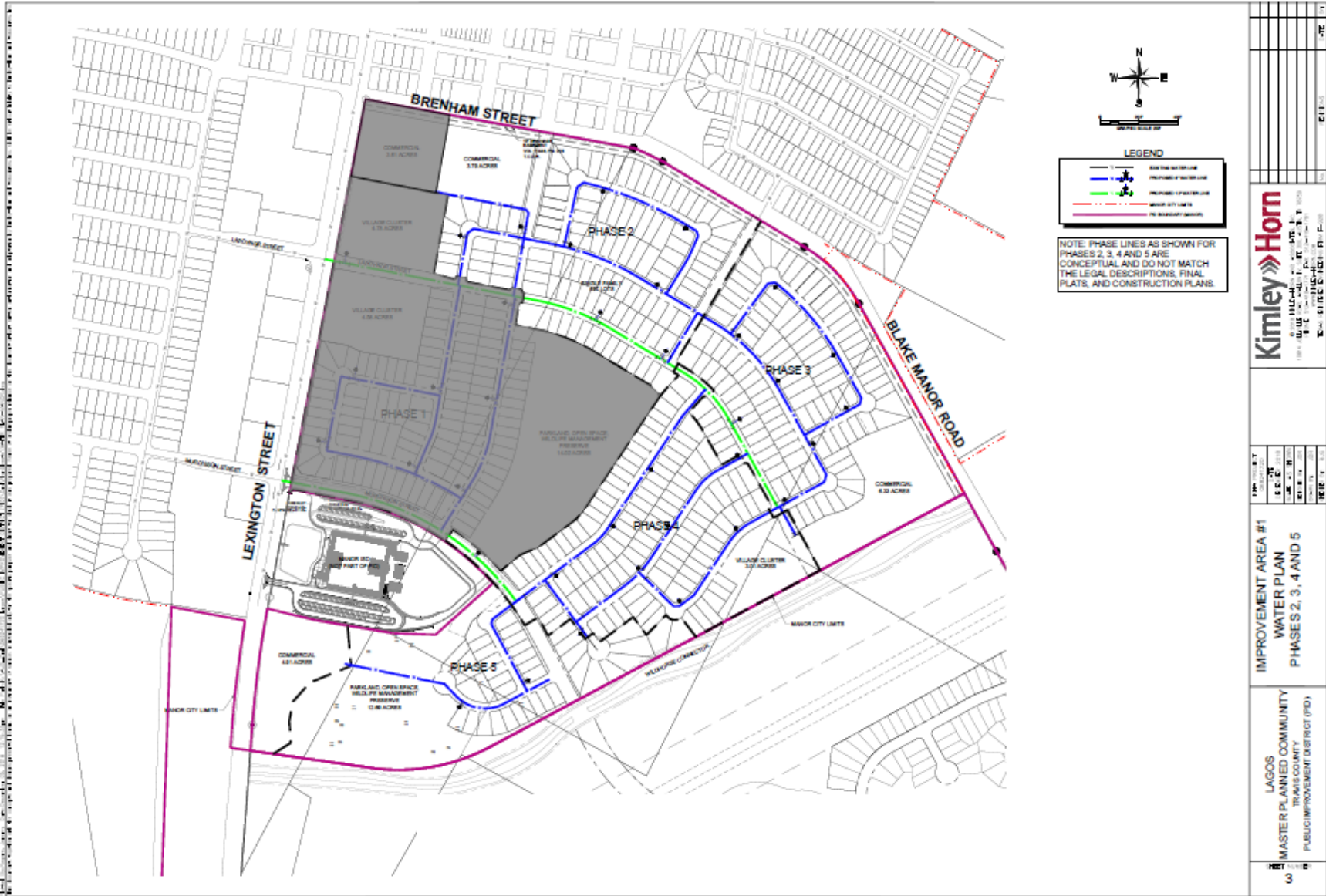


<b>Kimley»Horn</b>	1000 JOYVILLE ROAD, MANOR, TX 78052, Austin, TX 78709 WWW.KIMLEY-HORN.COM REG. REG. REGISTERED CONSULTING ENGINEER 17-258			
MAIN PROJECT: 080241720 DATE: MARCH 2019 SCALE: AS SHOWN DESIGNED BY: JLR DRAWN BY: JLD/DM CHECKED BY: JLS	MAJOR IMPROVEMENT MAP (PHASES 1 & 2)			
LAGOS MASTER PLANNED COMMUNITY TRAVIS COUNTY PUBLIC IMPROVEMENT DISTRICT (PID)	SHEET NUMBER			
REVISIONS	NO.	DATE	BY	DATE

**EXHIBIT O – MAPS OF IMPROVEMENT AREA #1 IMPROVEMENTS**











**EXHIBIT P – NOTICE OF PID ASSESSMENT TERMINATION**



P3Works, LLC  
9284 Huntington Square, Suite 100  
North Richland Hills, TX 76182

[Date]  
Travis County Clerk's Office  
Honorable [County Clerk Name]  
5501 Airport Boulevard  
Austin, Texas 78751

**Re: City of Manor Lien Release documents for filing**

Dear Ms./Mr. [County Clerk Name],

Enclosed is a lien release that the City of Manor is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents below:

City of Manor  
Attn: [City Secretary]  
105 E. Eggleston Street  
Manor, TX 78653

Please contact me if you have any questions or need additional information.

Sincerely,  
[Signature]

P3Works, LLC  
P: (817)393-0353  
admin@p3-works.com







**EXHIBIT Q – NOTICE OF PID ASSESSMENT TERMINATION  
(IMPROVEMENT AREA #1)**



P3Works, LLC  
9284 Huntington Square, Suite 100  
North Richland Hills, TX 76182

[Date]  
Travis County Clerk's Office  
Honorable [County Clerk Name]  
5501 Airport Boulevard  
Austin, Texas 78751

**Re: City of Manor Lien Release documents for filing**

Dear Ms./Mr. [County Clerk Name],

Enclosed is a lien release that the City of Manor is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents below:

City of Manor  
Attn: [City Secretary]  
105 E. Eggleston Street  
Manor, TX 78653

Please contact me if you have any questions or need additional information.

Sincerely,  
[Signature]

P3Works, LLC  
P: (817)393-0353  
admin@p3-works.com



**WHEREAS**, on or about \_\_\_\_\_, the City Council, approved an ordinance, (hereinafter referred to as the "Improvement Area #1 Assessment Ordinance") approving a service and assessment plan and assessment roll for the Property within Improvement Area #1 of the Lagos Public Improvement District; and

**WHEREAS**, the Assessment Ordinance and Improvement Area #1 Assessment Ordinance collectively imposed assessments in the amount of \$\_\_\_\_\_ (hereinafter referred to as the "Lien Amount") for the following property:

[legal description], a subdivision in Travis County, Texas, according to the map or plat of record in Document/Instrument No. \_\_\_\_\_ of the Plat Records of Travis County, Texas (hereinafter referred to as the "Property"); and

**WHEREAS**, the property owners of the Property have paid unto the City the Lien Amount.

**RELEASE**

**NOW THEREFORE**, the City, the owner and holder of the Lien, Instrument No. \_\_\_\_\_, in the Real Property Records of Travis County, Texas, in the amount of the Lien Amount against the Property releases and discharges, and by these presents does hereby release and discharge, the above-described Property from said lien held by the undersigned securing said indebtedness.

**EXECUTED** to be **EFFECTIVE** this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY OF MANOR, TEXAS,**  
A Texas home rule municipality,

By: \_\_\_\_\_  
[Manager Name], City Manager

**ATTEST:**

\_\_\_\_\_  
[Secretary Name], City Secretary

**STATE OF TEXAS** §  
§  
**COUNTY OF TRAVIS** §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by [Manager Name], City Manager for the City of Manor, Texas, a Texas home rule municipality, on behalf of said municipality.

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT R – PHASE 1 COMMERCIAL LEGAL DESCRIPTION**

**A METES AND BOUNDS  
DESCRIPTION OF A  
4.120 ACRE TRACT OF LAND**

**BEING** 4.120 acre (179,467 square feet) tract of land situated in the James Manor Survey No. 40, Abstract No. 546, City of Manor, Travis County, Texas; being a portion of that certain 675.6978 acre tract described in instrument to 706 Investment Partnership, LTD, as described in document No. 2005114143 of the Official Public Records of Travis County; and being more particularly described as follows:

**BEGINNING**, at a 1/2-inch iron rod with a plastic cap stamped "KHA" set at the intersection of the southerly right-of-way line of Blake Manor Road (width varies), with the easterly right-of-way line of F.M. 973 (100' width), marking the northwest corner of said 675.6978 acre tract;

**THENCE**, South 79°43'00" East, 440.25 feet along the southerly right-of-way line of said Blake Manor to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for the northeast corner of herein described tract;

**THENCE**, South 10°19'09" West, 408.18 feet crossing said 675.6978 acre tract to a 1/2-inch iron rod with a plastic cap stamped "KHA" set on the northeasterly line of Lot 1, Block B, Lagos Phase 1, plat of which is recorded in Document No. 201800065 of the Official Public Records of Travis County;

**THENCE**, North 79°02'12" West, 444.81 feet along the northeasterly line of said Lot 1, Block B to a 1/2-inch iron rod with a plastic cap stamped "KHA" set on the easterly right-of-way line of said F.M. 973 for the southwest corner of herein described tract;

**THENCE**, North 10°57'49" East, 402.93 feet along the easterly right-of-way line of said F.M. 973 to the **POINT OF BEGINNING** and containing 4.120 acres of land in Travis County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD'83). This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.



*John G. Mosier*  
9-3-2019

JOHN G. MOSIER  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6330  
601 NW LOOP 410, SUITE 350  
SAN ANTONIO, TEXAS 78216  
PH. 210-541-9166  
greg.mosier@kimley-horn.com

**EXHIBIT OF A  
4.120 ACRE TRACT  
JAMES MANOR SURVEY NO. 40  
ABSTRACT NO. 546  
CITY OF MANOR, TRAVIS COUNTY, TEXAS**

**Kimley»Horn**

601 NW Loop 410, Suite 350 San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9166 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	MAV	JGM	SEP. 2019	069241722	1 OF 2

MOSIER, GREG 9/3/2019 10:01 AM Y:\SNAFFO\DATA\PROJECTS\NA\_SURVEY\059241722-LAGOS COMMUNITY\DWG\EXHIBITS\4.120 LEGAL FOR COMMERCIAL TRACT.DWG

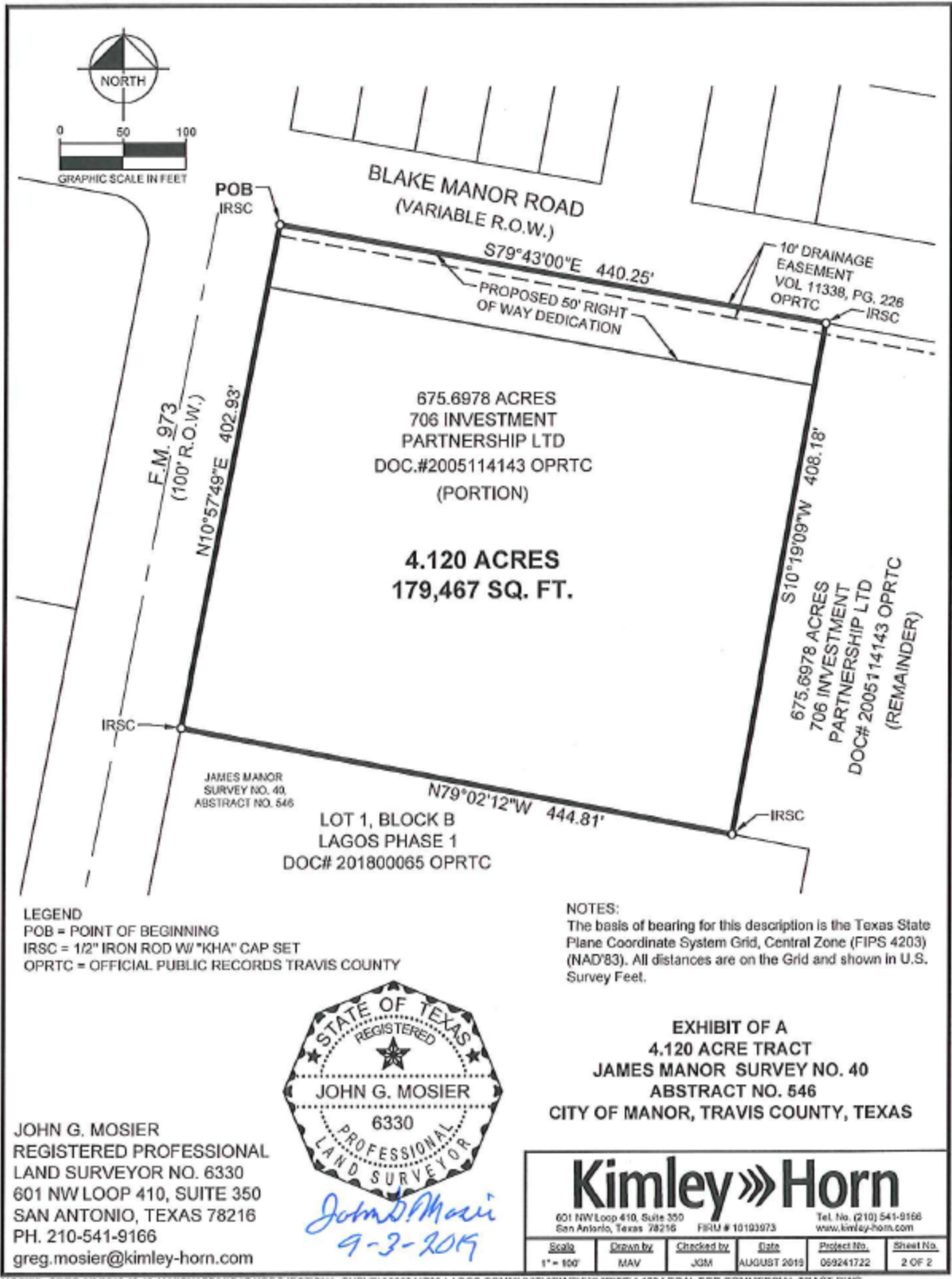
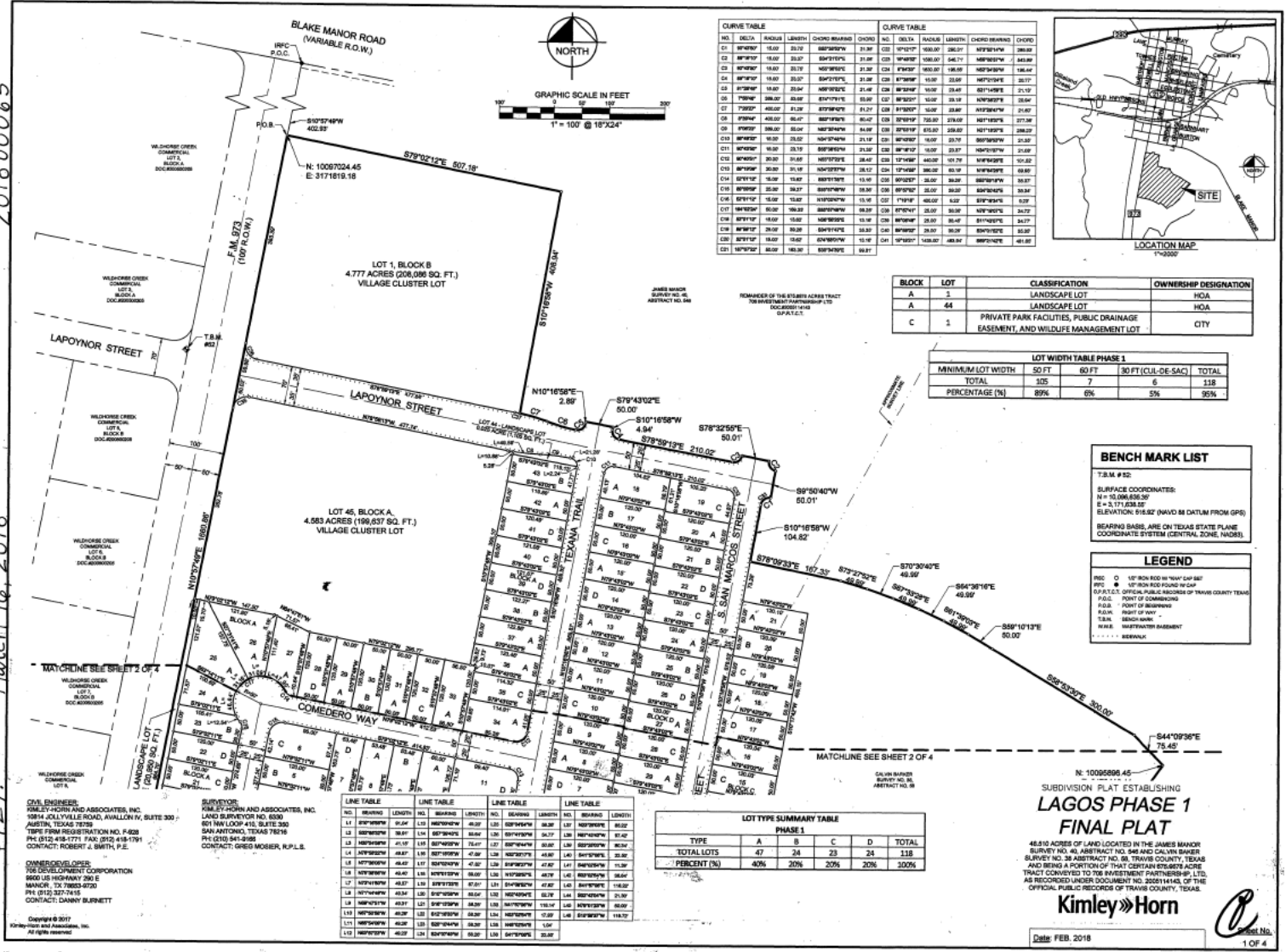


EXHIBIT S-1 – PHASE 1 PLAT

201800065

March 16, 2018

\$129.00



CURVE TABLE				CURVE TABLE			
NO.	BEARING	LENGTH	CHORD BEARING	NO.	BEARING	LENGTH	CHORD BEARING
C1	S78°12'12"E	100.00	S78°12'12"E	C1	S78°12'12"E	100.00	S78°12'12"E
C2	S78°12'12"E	100.00	S78°12'12"E	C2	S78°12'12"E	100.00	S78°12'12"E
C3	S78°12'12"E	100.00	S78°12'12"E	C3	S78°12'12"E	100.00	S78°12'12"E
C4	S78°12'12"E	100.00	S78°12'12"E	C4	S78°12'12"E	100.00	S78°12'12"E
C5	S78°12'12"E	100.00	S78°12'12"E	C5	S78°12'12"E	100.00	S78°12'12"E
C6	S78°12'12"E	100.00	S78°12'12"E	C6	S78°12'12"E	100.00	S78°12'12"E
C7	S78°12'12"E	100.00	S78°12'12"E	C7	S78°12'12"E	100.00	S78°12'12"E
C8	S78°12'12"E	100.00	S78°12'12"E	C8	S78°12'12"E	100.00	S78°12'12"E
C9	S78°12'12"E	100.00	S78°12'12"E	C9	S78°12'12"E	100.00	S78°12'12"E
C10	S78°12'12"E	100.00	S78°12'12"E	C10	S78°12'12"E	100.00	S78°12'12"E
C11	S78°12'12"E	100.00	S78°12'12"E	C11	S78°12'12"E	100.00	S78°12'12"E
C12	S78°12'12"E	100.00	S78°12'12"E	C12	S78°12'12"E	100.00	S78°12'12"E
C13	S78°12'12"E	100.00	S78°12'12"E	C13	S78°12'12"E	100.00	S78°12'12"E
C14	S78°12'12"E	100.00	S78°12'12"E	C14	S78°12'12"E	100.00	S78°12'12"E
C15	S78°12'12"E	100.00	S78°12'12"E	C15	S78°12'12"E	100.00	S78°12'12"E
C16	S78°12'12"E	100.00	S78°12'12"E	C16	S78°12'12"E	100.00	S78°12'12"E
C17	S78°12'12"E	100.00	S78°12'12"E	C17	S78°12'12"E	100.00	S78°12'12"E
C18	S78°12'12"E	100.00	S78°12'12"E	C18	S78°12'12"E	100.00	S78°12'12"E
C19	S78°12'12"E	100.00	S78°12'12"E	C19	S78°12'12"E	100.00	S78°12'12"E
C20	S78°12'12"E	100.00	S78°12'12"E	C20	S78°12'12"E	100.00	S78°12'12"E
C21	S78°12'12"E	100.00	S78°12'12"E	C21	S78°12'12"E	100.00	S78°12'12"E
C22	S78°12'12"E	100.00	S78°12'12"E	C22	S78°12'12"E	100.00	S78°12'12"E
C23	S78°12'12"E	100.00	S78°12'12"E	C23	S78°12'12"E	100.00	S78°12'12"E
C24	S78°12'12"E	100.00	S78°12'12"E	C24	S78°12'12"E	100.00	S78°12'12"E
C25	S78°12'12"E	100.00	S78°12'12"E	C25	S78°12'12"E	100.00	S78°12'12"E



BLOCK	LOT	CLASSIFICATION	OWNERSHIP DESIGNATION
A	1	LANDSCAPE LOT	HOA
A	44	LANDSCAPE LOT	HOA
C	1	PRIVATE PARK FACILITIES, PUBLIC DRAINAGE EASEMENT, AND WILDLIFE MANAGEMENT LOT	CITY

LOT WIDTH TABLE PHASE 1				
MINIMUM LOT WIDTH	50 FT	60 FT	30 FT (CUL-DE-SAC)	TOTAL
TOTAL	305	7	6	318
PERCENTAGE (%)	89%	6%	5%	95%

**BENCH MARK LIST**

T.B.M. # 52:  
 SURFACE COORDINATES:  
 N = 10,000.000 FT  
 E = 3,171,538.50 FT  
 ELEVATION: 1,952.52' (NAVD 83 DATUM FROM GPS)  
 BEARING: 89°50'40" (104.82)

**LEGEND**

PRO. 1/4" = 100' ROD IN "W" CAP 8/8"

PRC. 1/4" = 100' ROD IN "W" CAP 1/2"

OFF. PUBLIC RECORDS OF TRAVIS COUNTY TEXAS

P.O.C. POINT OF COMMENCING

P.O.B. POINT OF BEGINNING

R.O.W. RIGHT OF WAY

T.B.M. BENCH MARK

W.W.E. WASTEWATER EASEMENT

..... BOUNDARY

LOT TYPE SUMMARY TABLE				
TYPE	PHASE 1			
	A	C	D	TOTAL
TOTAL LOTS	47	24	24	118
PERCENT (%)	40%	20%	20%	300%

**CIVIL ENGINEERS**  
 KIMLEY-HORN AND ASSOCIATES, INC.  
 1984 JOLLYVILLE ROAD, AVALON IV, SUITE 300  
 AUSTIN, TEXAS 78759  
 TYPE FIRM REGISTRATION NO. F-028  
 P.E. (SIC) 458-0771 FAX: (512) 418-1791  
 CONTACT: ROBERT J. SMITH, P.E.

**SURVEYOR**  
 KIMLEY-HORN AND ASSOCIATES, INC.  
 LAND SURVEYOR NO. 6390  
 601 NW LOOP 415, SUITE 300  
 SAN ANTONIO, TEXAS 78216  
 P.E. (SIC) 541-0285  
 CONTACT: GREG MOSBER, R.P.L.S.

**OWNER/DEVELOPER**  
 THE DEVELOPMENT CORPORATION  
 8601 US HIGHWAY 29 E  
 MANOR, TX 78653-8750  
 P.O. BOX 207315  
 CONTACT: DANNY BURNETT

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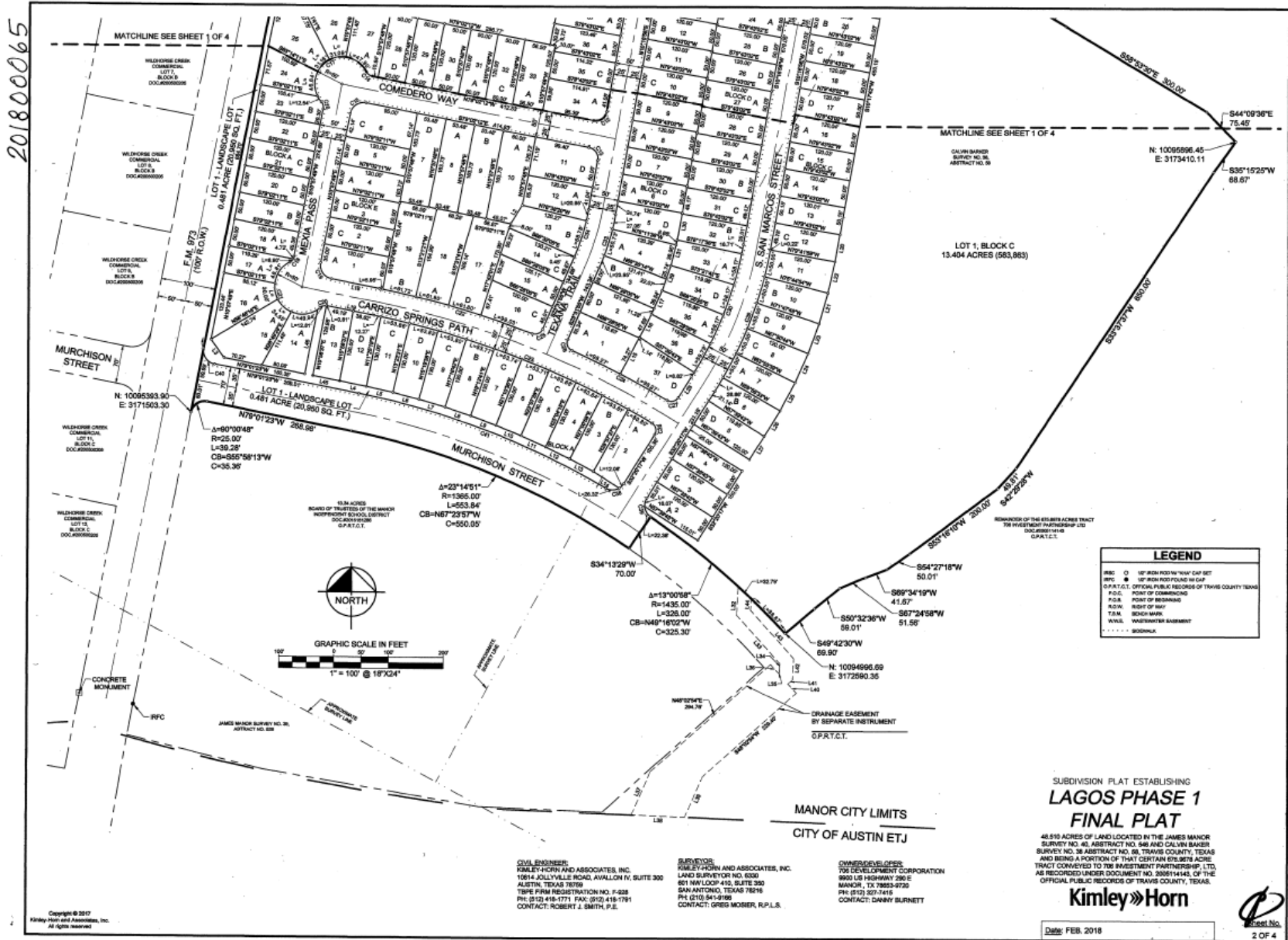
N. 10087024.45  
 SUBDIVISION PLAT ESTABLISHING  
**LAGOS PHASE 1**  
**FINAL PLAT**  
 48.15 ACRES OF LAND LOCATED IN THE JAMES MANOR  
 SURVEY NO. 38 ABSTRACT NO. 68 TRAVIS COUNTY, TEXAS  
 AND BEING A PORTION OF THAT CERTAIN 68-ACRE  
 TRACT CONVEYED TO THE INVESTMENT PARTNERSHIP, LTD.  
 AS RECORDED UNDER DOCUMENT NO. 2081144 OF THE  
 OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

**Kimley-Horn**

Date: FEB. 2018

1 OF 4





201800065

THE STATE OF TEXAS X  
 COUNTY OF TRAVIS X

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, TWS DEVELOPMENT CORPORATION, A TEXAS CORPORATION, THE OWNER OF 48.510 ACRE TRACT OF LAND IN THE JAMES MANOR SURVEY NUMBER 40, ABSTRACT NUMBER 548, AND CALVIN BAKER SURVEY NUMBER 58, ABSTRACT NUMBER 88, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN CALLED 576.826 ACRE TRACT, CONVEYED TO TWS INVESTMENT PARTNERSHIP, LTD., AS RECORDED UNDER DOCUMENT NUMBER 200511443, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND HITHERTO HEREBY SUBDIVIDED SAID, HAVING BEEN APPROVED FOR SUBDIVISION PURSUANT TO THE PUBLIC NOTIFICATION AND HEARING PROVISION OF CHAPTER 212 AND 232 OF THE LOCAL GOVERNMENT CODE.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED OWNER OF THE LAND SHOWN ON THIS PLAN, AND DESIGNATED HEREIN AS "LAGOS PHASE 1" OF THE CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY SUBDIVIDES SAID 48.510 ACRES OF LAND OF SAID IN ACCORDANCE WITH THE ATTACHED MAP OR PLAN TO BE KNOWN AS "LAGOS PHASE 1" AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, PUBLIC EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSED AND CONSIDERATION THEREON EXPRESSED, SUBJECT TO ANY EASEMENT OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 2/26/2018 DAY OF February, 2018.

BY: [Signature]  
 TWS DEVELOPMENT CORPORATION  
 9900 US HIGHWAY 290 E  
 MANOR, TX 78655-9720

THE STATE OF TEXAS X  
 COUNTY OF TRAVIS X

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 26 DAY OF February, 2018, BY [Signature] AS President OF TWS DEVELOPMENT CORPORATION, ON BEHALF OF SAID CORPORATION.

[Signature]  
 Notary Public, State of Texas  
 Commission Expires 06-30-2019  
 Notary ID 13456059

NOTARY PUBLIC  
 NOTARY REGISTRATION NUMBER 124540509  
 MY COMMISSION EXPIRES 6/30/2019

CONSENT OF LIENHOLDER

THE UNDERSIGNED, BEING THE HOLDER OF A DEED OF TRUST LIEN DATED \_\_\_\_\_ RECORDED AS DOCUMENT NO. \_\_\_\_\_ IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND THE DEED OF TRUST LIEN DATED \_\_\_\_\_ AND RECORDED AS \_\_\_\_\_ IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS HEREBY CONSENTS TO THE FOREGOING FINAL PLAT AND AGREES THAT ITS DEED OF TRUST LIEN IS SUBJECT TO AND SUBORDINATE TO THE FINAL PLAT, AND THAT THE UNDERSIGNED HAS AUTHORITY TO EXECUTE AND DELIVER THIS CONSENT OF LIENHOLDER, AND THAT ALL NECESSARY ACTS NECESSARY TO BIND THE LIENHOLDER HAVE BEEN TAKEN.

INTERNATIONAL BANK OF COMMERCE

BY: [Signature]  
 NAME: Robert Barnes  
 TITLE: President - IBC Austin

THE STATE OF TEXAS X  
 COUNTY OF TRAVIS X

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 8 DAY OF March, 2018, BY [Signature] AS President OF THE INTERNATIONAL BANK OF COMMERCE, ON BEHALF OF SAID BANK.

[Signature]  
 Notary Public  
 Notary Registration Number: 124205178  
 My Commission Expires: 6-2-2020

NOTARY PUBLIC  
 NOTARY REGISTRATION NUMBER 124205178  
 MY COMMISSION EXPIRES 6-2-2020

THE STATE OF TEXAS X  
 COUNTY OF TRAVIS X

I, ROBERT J. SMITH, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAN IS FEASIBLE FROM AN ENGINEERING STAND POINT AND COMPLES WITH THE ENGINEERING RELATED PORTION OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

THIS SITE IS LOCATED IN THE COTTONWOOD CREEK WATERSHED.

NO PORTION OF THIS SITE LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 484830488J, EFFECTIVE DATE AUGUST 16, 2014, TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

[Signature]  
 ROBERT J. SMITH, P.E.  
 REGISTERED PROFESSIONAL ENGINEER NO. 106319  
 KIMLEY-HORN AND ASSOCIATES, INC.  
 10914 JOLLYVILLE ROAD  
 AVALLON IV, SUITE 300  
 AUSTIN, TEXAS 78758

[Seal]  
 ROBERT J. SMITH  
 106319

THE STATE OF TEXAS X  
 COUNTY OF BEAUFORT X

I, JOHN G. MOSSER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS PLAN COMPLIES WITH THE SURVEYING RELATED PORTIONS OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE IS TRUE AND CORRECT, AND WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

[Signature] 1-27-2018  
 JOHN G. MOSSER  
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6330  
 601 NW LOOP 410, SUITE 300  
 SAN ANTONIO, TEXAS 78216  
 PH: 214-564-9166

[Seal]  
 STATE OF TEXAS  
 PROFESSIONAL LAND SURVEYOR  
 6330

- GENERAL NOTES:
- PROPERTY OWNERS OF THE LOTS ON WHICH THE WASTEWATER EASEMENTS ARE LOCATED AS SHOWN ON THIS PLAN SHALL PROVIDE ACCESS TO THE CITY OF MANOR IN ORDER FOR THE CITY OF MANOR TO INSPECT AND MAINTAIN THE UNDERGROUND FACILITIES LOCATED WITHIN ANY OF SUCH EASEMENTS.
  - A 10' PUBLIC UTILITY AND SIDEWALK EASEMENT IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET RIGHTS OF WAY.
  - PUBLIC SIDEWALKS BUILT TO CITY OF MANOR STANDARDS, ARE REQUIRED ALONG ALL STREETS WITHIN THIS SUBDIVISION. THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE ADDING OF OCCUPANCY, FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE COVERING BODY OR UTILITY COMPANY.
  - DRIVEWAY AND DRAINAGE CONSTRUCTION STANDARDS SHALL BE IN ACCORDANCE WITH THE REQUIREMENT OF THE CITY OF MANOR STANDARDS UNLESS OTHERWISE SPECIFIED AND APPROVE BY THE CITY OF MANOR.
  - THE OWNER OF THE SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF MANOR, LAGOS RESIDENTIAL COMMUNITY, INC., A TEXAS CORPORATION, AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HDA") WILL OWN THE FOLLOWING LOTS: LOT 1 & 44 BLOCK A. THE HDA WILL MAINTAIN THE FOLLOWING LOT: LOT 1 OF BLOCK C.
  - NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO THE CITY OF MANOR WATER AND WASTEWATER SYSTEM.
  - NO BUILDINGS SHALL BE CONSTRUCTED OR MAINTAINED WITHIN THE WASTEWATER EASEMENT OR THE UNDERGROUND STORM WATER FACILITIES EASEMENTS WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF MANOR. THE CITY OF MANOR IS NOT RESPONSIBLE FOR THE DAMAGE TO OR REPLACING ANY PORTIONS OF ANY FENCING, LANDSCAPING OR OTHER IMPROVEMENTS CONSTRUCTED WITHIN ANY OF SUCH THREE EASEMENTS WHICH WERE NOT APPROVED BY THE CITY OF MANOR BEFORE THEIR CONSTRUCTION DUE TO THE NECESSARY AND CUSTOMARY WORK BY THE CITY OF MANOR IN REPAIRING, MAINTAINING, OR REPLACING THE UNDERGROUND PIPES AND RELATED FACILITIES WITHIN SUCH EASEMENTS.
  - ALL STREETS, DRAINAGE IMPROVEMENTS, SIDEWALKS, WATER AND WASTEWATER LINES, AND EROSION CONTROLS SHALL BE CONSTRUCTED AND INSTALLED TO CITY OF MANOR STANDARDS.
  - EROSION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON INDIVIDUAL LOTS, INCLUDING DETACHED SINGLE FAMILY IN ACCORDANCE WITH SECTION 14.4.0 OF THE ENVIRONMENTAL CRITERIA MANUAL.
  - ALL STREETS IN THE SUBDIVISION SHALL BE CONSTRUCTED TO CITY OF MANOR URBAN STREET STANDARDS. ALL STREETS WILL BE CONSTRUCTED WITH CURB AND GUTTER.
  - PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF MANOR.
  - THE SUBDIVISION OWNER/DEVELOPER AS IDENTIFIED ON THIS PLAN IS RESPONSIBLE FOR POSTING FISCAL SURVEY FOR THE CONSTRUCTION OF ALL SIDEWALKS AS SHOWN OR LISTED ON THE PLAN, WHETHER INSTALLED BY THE OWNER/DEVELOPER OR INDIVIDUAL HOMEOWNER. IT IS THE RESPONSIBILITY OF THE OWNER/DEVELOPER TO ENSURE ALL SIDEWALKS ARE ADA COMPLIANT UNLESS A WAIVER HAS BEEN GRANTED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION.
  - DEVELOPMENT FOR THE LOTS WITHIN THIS SUBDIVISION SHALL COMPLY WITH THE LAGOS PLANNED UNIT DEVELOPMENT.

CIVIL ENGINEER:  
 KIMLEY-HORN AND ASSOCIATES, INC.  
 10914 JOLLYVILLE ROAD, AVALLON IV, SUITE 300  
 AUSTIN, TEXAS 78758  
 TWP: FIRM REGISTRATION NO. F-628  
 PH: (812) 418-0771 FAX: (812) 418-1791  
 CONTACT: ROBERT J. SMITH, P.E.

SURVEYOR:  
 KIMLEY-HORN AND ASSOCIATES, INC.  
 LAND SURVEYOR NO. 6330  
 601 NW LOOP 410, SUITE 300  
 SAN ANTONIO, TEXAS 78216  
 PH: (214) 564-9166  
 CONTACT: JOHN G. MOSSER, R.P.L.S.

OWNER/DEVELOPER:  
 TWS DEVELOPMENT CORPORATION  
 9900 US HIGHWAY 290 E  
 MANOR, TX 78655-9720  
 PH: (812) 207-2415  
 CONTACT: DARAHY BURNETT

CITY OF MANOR ACKNOWLEDGMENTS

THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF MANOR CORPORATE CITY LIMITS AS OF THIS DATE 15<sup>th</sup> DAY OF March, 2018.

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, ON THIS DATE 13<sup>th</sup> DAY OF Dec, 2017.

APPROVED: [Signature]  
 WILLIAM J. JONES, CHAIRPERSON

ATTEST: [Signature]  
 LILIANA TUERNA, CITY SECRETARY

ACCEPTED AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, ON THIS DATE 13<sup>th</sup> DAY OF Dec, 2017.

APPROVED: [Signature]  
 RITA G. JONES, MAYOR

ATTEST: [Signature]  
 LILIANA TUERNA, CITY SECRETARY

[Seal]  
 CITY OF MANOR  
 TEXAS

COUNTY OF TRAVIS  
 STATE OF TEXAS

KNOW ALL ME BY THESE PRESENTS: 2018

I, DANA DEBEAUVOUR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS SPECIFICS OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DATE 16 DAY OF MARCH, 2018 AT 2:46 O'CLOCK PM AS RECORDED ON THE DAY OF 16 DAY OF MARCH 2018 AT 2:46 O'CLOCK PM IN THE PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER 201800065 OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 16 DAY OF March, 2018.

DANA DEBEAUVOUR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

BY: [Signature]  
 Michael P. Gonzales  
 DEPUTY

[Signature]  
 Michael P. Gonzales

[Seal]  
 COUNTY CLERK  
 TRAVIS COUNTY  
 TEXAS

SUBDIVISION PLAT ESTABLISHING  
**LAGOS PHASE 1  
 FINAL PLAT**

48.510 ACRES OF LAND LOCATED IN THE JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 548 AND CALVIN BAKER SURVEY NO. 58 ABSTRACT NO. 88, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 676.826 ACRE TRACT CONVEYED TO TWS INVESTMENT PARTNERSHIP, LTD. AS RECORDED UNDER DOCUMENT NO. 200511443, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

**Kimley Horn**

Date: FEB. 2018

Sheet No. 3 OF 4

201800065

LEGAL DESCRIPTION  
48.530 ACRES OF LAND

48.530 acres of land located in James Manor Survey No. 40, Abstract No. 546 and the Calvin Baker Survey No. 38, Abstract No. 58, Travis County, Texas and being a portion of that certain called 675.6978 acres tract conveyed to 706 Investment Partnership, LTD., a Texas limited partnership, as described in Document Number 20051134343, Official Public Records of Travis County, Texas, said 48.530 acres being more particularly described as follows:

COMMENCEMENT at a set N 1/4 inch iron rod with K&A cap, marking the intersection of the southerly right of way line of Blake Manor Road (variable right of way, with the easterly right of way line of F.M. 973 (D007 R.O.M.), same being the northwesterly corner of said 675.6978 acre tract;

THENCE South 15deg 57' 48" West, along the easterly right of way line F.M. 973, a distance of 402.90 feet, to a set N 1/4 inch iron rod with K&A cap, for the SET N 1/4 INCH ROW WITH K&A CAP OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE leaving the easterly right of way line of said F.M. 973 and into the said 675.6978 acre tract, the following course:

- South 79°02'37" East, a distance of 657.38 feet to a set N 1/4 inch iron rod with K&A cap;
- South 32°25'58" West, a distance of 404.84 feet to a set N 1/4 inch iron rod;
- Southeasterly, along the arc of a curve to the right having a radius of 400.00 feet, a central angle of 67deg 57' 27", an arc length of 51.35 feet and a chord bearing South 73deg 59' 42" East, 21.21 feet, to a set N 1/4 inch iron rod with K&A cap;
- Southeasterly, along the arc of a curve to the left having a radius of 380.00 feet, a central angle of 67deg 50' 40", an arc length of 55.05 feet and a chord bearing South 76deg 17' 52" East, 55.89 feet, to a set N 1/4 inch iron rod with K&A cap;
- Northeasterly, along the arc of a curve to the left having a radius of 15.00 feet, a central angle of 83deg 20' 48", an arc length of 28.84 feet and a chord bearing North 56deg 00' 22" East, 21.48 feet, to a set N 1/4 inch iron rod with K&A cap;
- North 30°25'58" East, a distance of 3.89 feet to a set N 1/4 inch iron rod with K&A cap;
- South 79°42'02" East, a distance of 50.00 feet to a set N 1/4 inch iron rod with K&A cap;
- South 32°26'38" West, a distance of 4.54 feet to a set N 1/4 inch iron rod with K&A cap;
- Southeasterly, along the arc of a curve to the left having a radius of 15.00 feet, a central angle of 83deg 10' 10", an arc length of 23.37 feet and a chord bearing South 34deg 23' 02" East, 21.08 feet, to a set N 1/4 inch iron rod with K&A cap;
- South 78°59'33" East, a distance of 232.02 feet to a set N 1/4 inch iron rod with K&A cap;
- Northeasterly, along the arc of a curve to the left having a radius of 15.00 feet, a central angle of 80deg 43' 50", an arc length of 22.75 feet and a chord bearing North 55deg 38' 52" East, 21.35 feet, to a set N 1/4 inch iron rod with K&A cap;
- South 78°52'57" East, a distance of 50.00 feet to a set N 1/4 inch iron rod with K&A cap;
- Southeasterly, along the arc of a curve to the left having a radius of 15.00 feet, a central angle of 83deg 16' 50", an arc length of 23.37 feet and a chord bearing South 36deg 12' 02" East, 21.08 feet, to a set N 1/4 inch iron rod with K&A cap;
- South 7°20'40" West, a distance of 65.00 feet to a set N 1/4 inch iron rod with K&A cap;
- Southeasterly, along the arc of a curve to the left having a radius of 15.00 feet, a central angle of 83deg 48' 50", an arc length of 23.75 feet and a chord bearing South 55deg 38' 52" West, 21.35 feet, to a set N 1/4 inch iron rod with K&A cap;
- South 10°28'58" West, a distance of 104.83 feet to a set N 1/4 inch iron rod with K&A cap;
- South 78°09'33" East, a distance of 107.23 feet to a set N 1/4 inch iron rod with K&A cap;
- South 78°27'57" East, a distance of 49.99 feet to a set N 1/4 inch iron rod with K&A cap;
- South 70°26'40" East, a distance of 46.89 feet to a set N 1/4 inch iron rod with K&A cap;
- South 57°32'28" East, a distance of 46.89 feet to a set N 1/4 inch iron rod with K&A cap;
- South 64°38'38" East, a distance of 48.99 feet to a set N 1/4 inch iron rod with K&A cap;
- South 62°39'02" East, a distance of 48.99 feet to a set N 1/4 inch iron rod with K&A cap;
- South 58°22'33" East, a distance of 50.00 feet to a set N 1/4 inch iron rod with K&A cap;
- South 58°39'38" East, a distance of 50.00 feet to a set N 1/4 inch iron rod with K&A cap;
- South 54°18'38" East, a distance of 75.45 feet to a set N 1/4 inch iron rod with K&A cap;
- South 32°23'25" West, a distance of 68.42 feet to a set N 1/4 inch iron rod with K&A cap;
- South 32°23'25" West, a distance of 68.42 feet to a set N 1/4 inch iron rod with K&A cap;
- South 42°28'38" West, a distance of 200.00 feet to a set N 1/4 inch iron rod with K&A cap;
- South 54°27'28" West, a distance of 50.00 feet to a set N 1/4 inch iron rod with K&A cap;
- South 58°24'22" West, a distance of 41.27 feet to a set N 1/4 inch iron rod with K&A cap;
- South 57°24'58" West, a distance of 51.58 feet to a set N 1/4 inch iron rod with K&A cap;
- South 50°23'38" West, a distance of 59.20 feet to a set N 1/4 inch iron rod with K&A cap;
- South 48°42'30" West, a distance of 68.90 feet to a set N 1/4 inch iron rod with K&A cap;
- Northeasterly, along the arc of a curve to the left having a radius of 1495.00 feet, a central angle of 23deg 00' 58", an arc length of 256.00 feet and a chord bearing North 83deg 18' 02" West, 225.30 feet, to a set N 1/4 inch iron rod with K&A cap;
- South 54°23'28" West, a distance of 70.00 feet to a set N 1/4 inch iron rod with K&A cap located in the northerly line of that certain 13.34 acre tract conveyed to Board Trustees of the Manor Independent School District, as described in Document Number 201511286, Official Public Records of Travis County, Texas;

THENCE along the said 13.34 acre tract, the following course:

- Northeasterly, along the arc of a curve to the left having a radius of 1385.00 feet, a central angle of 23deg 14' 51", an arc length of 253.84 feet and a chord bearing North 63deg 28' 53" West, 190.00 feet, to a set N 1/4 inch iron rod with K&A cap;
- North 79°12'22" West, a distance of 208.88 feet to a set N 1/4 inch iron rod with K&A cap;
- Southeasterly, along the arc of a curve to the left having a radius of 25.00 feet, a central angle of 83deg 03' 48", an arc length of 35.26 feet and a chord bearing South 55deg 38' 52" West, 35.36 feet, to a set N 1/4 inch iron rod with K&A cap located in the easterly right of way line F.M. 973.

THENCE North 10°27'48" East, along the easterly right of way line F.M. 973, a distance of 1980.00 feet, to the POINT OF BEGINNING and containing 48.530 acres (1,133,126 square feet) of land, more or less.

Note: All bearings are based on the Texas State Plane Coordinate System (Central Zone, NAD83) which is based GPS observation.

LAGOS PHASE 1  
GENERAL INFORMATION:

TOTAL ACREAGE.....	48.510 ACRES
LINEAR FOOT OF 50' ROW.....	4,449'
LINEAR FOOT OF 70' ROW.....	1,375'
NUMBER OF SINGLE FAMILY LOTS.....	118
ACREAGE OF SINGLE FAMILY LOTS.....	25,284 ACRES
NUMBER OF NON-RESIDENTIAL LOTS.....	5
ACREAGE OF NON-RESIDENTIAL LOTS.....	23,226 ACRES
TOTAL NUMBER OF LOTS.....	123

CONSULTING ENGINEER:  
KIMLEY-HORN AND ASSOCIATES, INC.  
19814 JOLLYVILLE ROAD, AVALON IV, SUITE 500  
AUSTIN, TEXAS 78759  
TELEPHONE REGISTRATION NO. F-628  
PH: (512) 418-1771 FAX: (512) 418-1791  
CONTACT: ROBERT J. SMITH, P.E.

SURVEYOR:  
KIMLEY-HORN AND ASSOCIATES, INC.  
LAND SURVEYOR NO. 6330  
AUSTIN, TEXAS 78759  
601 NW LOOP 410, SUITE 200  
SAN ANTONIO, TEXAS 78216  
PH: (210) 841-8766  
CONTACT: GREG MOBIER, R.P.L.S.

OWNER/DEVELOPER:  
706 DEVELOPMENT CORPORATION  
9602 US HIGHWAY 290 E  
MANOR, TX 78648-2720  
PH: (512) 327-7410  
CONTACT: DANNY BURNETT

SUBDIVISION PLAT ESTABLISHING  
**LAGOS PHASE 1**  
**FINAL PLAT**

48.510 ACRES OF LAND LOCATED IN THE JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 546 AND CALVIN BAKER SURVEY NO. 38 ABSTRACT NO. 58, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 675.6978 ACRE TRACT CONVEYED TO 706 INVESTMENT PARTNERSHIP, LTD. AS RECORDED UNDER DOCUMENT NO. 20051134343 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

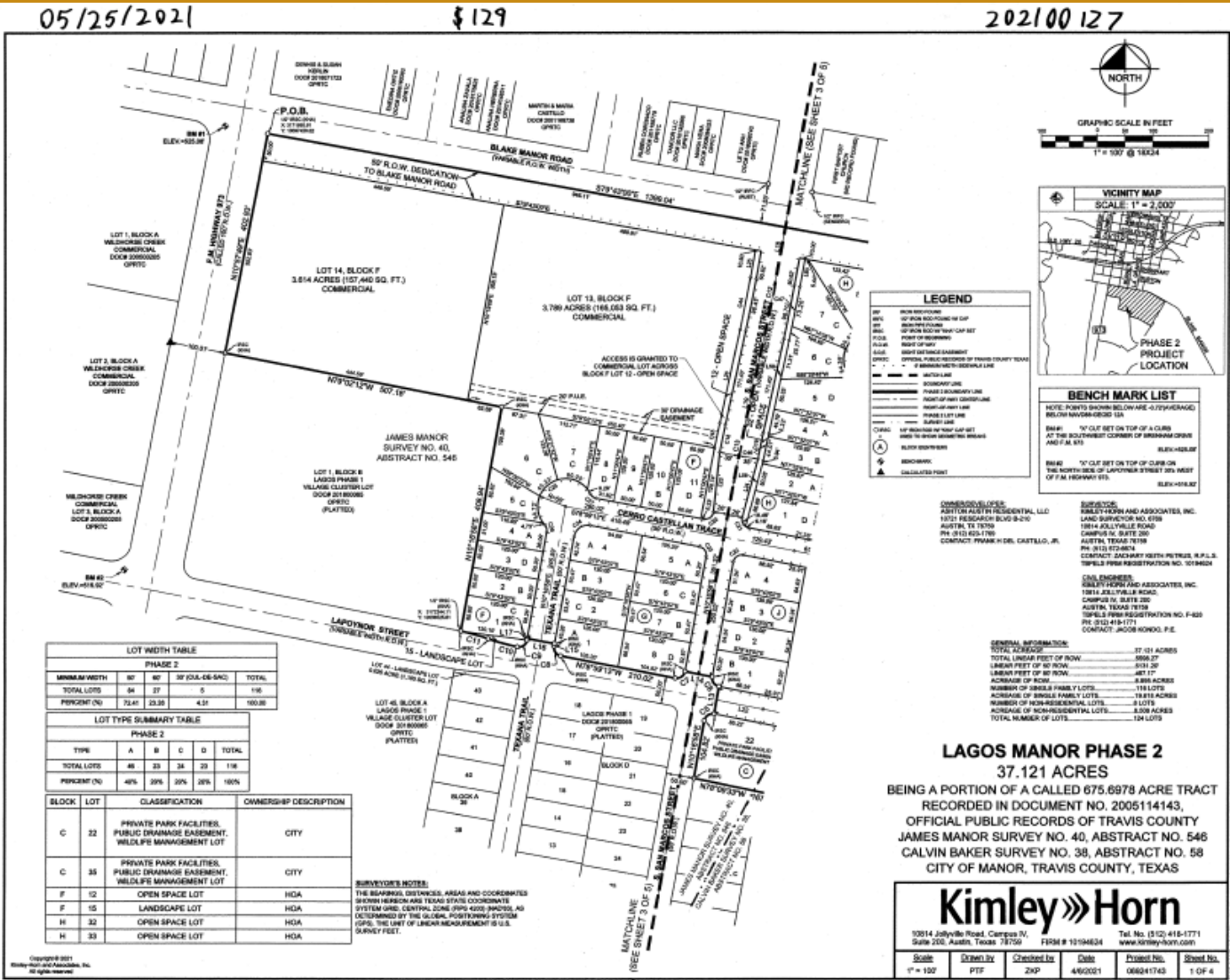
**Kimley Horn**



Date: FEB. 2018

Sheet No.  
4 OF 4

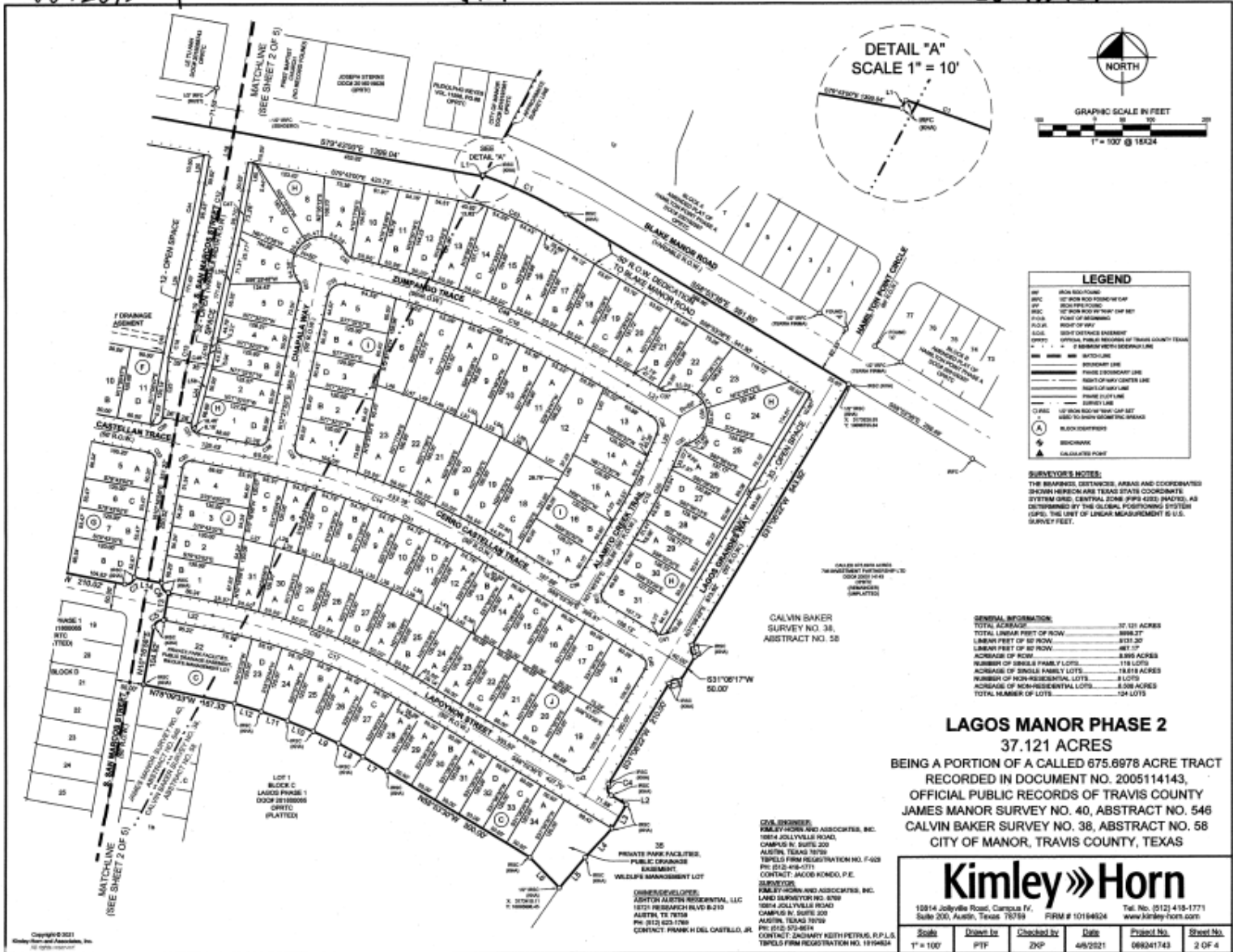
EXHIBIT S-2 – PHASE 2 PLAT



05/25/2021

\$129

202100127



05/25/2021

\$129

202100127

**AREAS AND BOUNDARIES DESCRIBED BY A PLAT FILED FOR RECORD**

**BEING A 7.21 ACRES (7.21) PLAIN SQUARE FEET TRACT OF LAND BEING IN THE JAMES MANOR SURVEY NO. 40 AND THE CALVIN BAKER SURVEY NO. 38, ABSTRACT NO. 54, CITY OF MANOR, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 675.6978 ACRE TRACT OF LAND (RECORDED IN INSTRUMENT NO. 2005114143, TO THE AMENDMENT PLAT BOOKING, LTD., RECORDED IN DOCUMENT NO. 2005114143, THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT A 1/2 INCH IRON ROD WITH A PLASTIC SURVEYORS CAP SET AT THE INTERSECTION OF THE SOUTHWEST CORNER OF ANY LINE OF BLAKE MANOR ROAD (HEREIN REFERRED TO AS "BLAKE MANOR ROAD") WITH THE EAST-WEST LINE OF 1/2 INCH IRON ROD WITH A PLASTIC SURVEYORS CAP FOR THE NORTHWEST CORNER OF THIS TRACT, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**THENCE, ALONG THE SOUTHWEST CORNER OF ANY LINE OF BLAKE MANOR ROAD THE FOLLOWING FOUR (4) COURSES AND DISTANCES:**  
**1. SOUTH 71°00'00" EAST, 108.00 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC SURVEYORS CAP STAMPED "M" SET FOR AN INTERIOR CORNER OF THIS TRACT;**  
**2. NORTH 27°00'00" EAST, 104.00 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC SURVEYORS CAP STAMPED "M" SET FOR AN INTERIOR CORNER OF THIS TRACT;**  
**3. IN A SOUTHWESTERLY DIRECTION, ALONG A NON-TANGENT CURVE TO THE RIGHT, A CENTRAL ANGLE OF 17°00'00", A RADIUS OF 15.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 84°00'00" WEST, 21.21 FEET, AND A TOTAL ARC LENGTH OF 20.00 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC SURVEYORS CAP STAMPED "M" SET FOR AN INTERIOR CORNER OF THIS TRACT;**  
**4. SOUTH 87°00'00" EAST, 104.00 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC SURVEYORS CAP STAMPED "M" SET FOR AN INTERIOR CORNER OF THIS TRACT. THENCE, ALONG THE SOUTHWEST CORNER OF THIS TRACT, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**THENCE, DESCRIBING THE SOUTHWEST CORNER OF ANY LINE OF BLAKE MANOR ROAD AND CROSSING SAID EAST-WEST ACROSS THE FOLLOWING TWO (2) COURSES AND DISTANCES:**  
**1. SOUTH 87°00'00" WEST, 104.00 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC SURVEYORS CAP STAMPED "M" SET FOR AN INTERIOR CORNER OF THIS TRACT;**  
**2. SOUTHWESTERLY DIRECTION, ALONG A TANGENT CURVE TO THE LEFT, A CENTRAL ANGLE OF 17°00'00", A RADIUS OF 15.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 87°00'00" WEST, 21.21 FEET, AND A TOTAL ARC LENGTH OF 20.00 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC SURVEYORS CAP STAMPED "M" SET FOR AN INTERIOR CORNER OF THIS TRACT;**  
**3. SOUTH 11°00'00" WEST, 104.00 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC SURVEYORS CAP STAMPED "M" SET FOR AN INTERIOR CORNER OF THIS TRACT;**  
**4. IN A SOUTHWESTERLY DIRECTION, ALONG A NON-TANGENT CURVE TO THE LEFT, A CENTRAL ANGLE OF 17°00'00", A RADIUS OF 15.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 87°00'00" WEST, 21.21 FEET, AND A TOTAL ARC LENGTH OF 20.00 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC SURVEYORS CAP STAMPED "M" SET FOR AN INTERIOR CORNER OF THIS TRACT;**  
**5. SOUTH 87°00'00" WEST, 104.00 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC SURVEYORS CAP STAMPED "M" SET FOR AN INTERIOR CORNER OF THIS TRACT;**  
**6. SOUTH 11°00'00" WEST, 104.00 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC SURVEYORS CAP STAMPED "M" SET FOR AN INTERIOR CORNER OF THIS TRACT;**  
**7. SOUTH 87°00'00" WEST, 104.00 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC SURVEYORS CAP STAMPED "M" SET FOR AN INTERIOR CORNER OF THIS TRACT;**  
**8. SOUTH 11°00'00" WEST, 104.00 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC SURVEYORS CAP STAMPED "M" SET FOR AN INTERIOR CORNER OF THIS TRACT;**  
**9. SOUTH 87°00'00" WEST, 104.00 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC SURVEYORS CAP STAMPED "M" SET FOR AN INTERIOR CORNER OF THIS TRACT;**  
**10. SOUTH 11°00'00" WEST, 104.00 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC SURVEYORS CAP STAMPED "M" SET FOR AN INTERIOR CORNER OF THIS TRACT.**

**THENCE, ALONG THE NORTHEAST BOUNDARY OF THE LAGOS PHASE 1 THE FOLLOWING THIRTY-FIVE (35) COURSES AND DISTANCES:**

- 1. NORTH 44°00'00" WEST, 104.00 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC SURVEYORS CAP STAMPED "M" SET FOR AN INTERIOR CORNER OF THIS TRACT;
- 2. NORTH 87°00'00" WEST, 104.00 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC SURVEYORS CAP STAMPED "M" SET FOR AN INTERIOR CORNER OF THIS TRACT;
- 3. NORTH 87°00'00" WEST, 104.00 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC SURVEYORS CAP STAMPED "M" SET FOR AN INTERIOR CORNER OF THIS TRACT;
- 4. NORTH 87°00'00" WEST, 104.00 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC SURVEYORS CAP STAMPED "M" SET FOR AN INTERIOR CORNER OF THIS TRACT;
- 5. NORTH 87°00'00" WEST, 104.00 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC SURVEYORS CAP STAMPED "M" SET FOR AN INTERIOR CORNER OF THIS TRACT;
- 6. NORTH 87°00'00" WEST, 104.00 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC SURVEYORS CAP STAMPED "M" SET FOR AN INTERIOR CORNER OF THIS TRACT;
- 7. NORTH 87°00'00" WEST, 104.00 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC SURVEYORS CAP STAMPED "M" SET FOR AN INTERIOR CORNER OF THIS TRACT;
- 8. NORTH 87°00'00" WEST, 104.00 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC SURVEYORS CAP STAMPED "M" SET FOR AN INTERIOR CORNER OF THIS TRACT;
- 9. NORTH 87°00'00" WEST, 104.00 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC SURVEYORS CAP STAMPED "M" SET FOR AN INTERIOR CORNER OF THIS TRACT;
- 10. NORTH 87°00'00" WEST, 104.00 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC SURVEYORS CAP STAMPED "M" SET FOR AN INTERIOR CORNER OF THIS TRACT;
- 11. IN A NORTHEASTERLY DIRECTION, ALONG A TANGENT CURVE TO THE RIGHT, A CENTRAL ANGLE OF 17°00'00", A RADIUS OF 15.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 87°00'00" WEST, 21.21 FEET, AND A TOTAL ARC LENGTH OF 20.00 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC SURVEYORS CAP STAMPED "M" SET FOR AN INTERIOR CORNER OF THIS TRACT;
- 12. NORTH 87°00'00" WEST, 104.00 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC SURVEYORS CAP STAMPED "M" SET FOR AN INTERIOR CORNER OF THIS TRACT;
- 13. IN A SOUTHWESTERLY DIRECTION, ALONG A NON-TANGENT CURVE TO THE RIGHT, A CENTRAL ANGLE OF 17°00'00", A RADIUS OF 15.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 87°00'00" WEST, 21.21 FEET, AND A TOTAL ARC LENGTH OF 20.00 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC SURVEYORS CAP STAMPED "M" SET FOR AN INTERIOR CORNER OF THIS TRACT;
- 14. SOUTH 87°00'00" WEST, 104.00 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC SURVEYORS CAP STAMPED "M" SET FOR AN INTERIOR CORNER OF THIS TRACT;
- 15. IN A SOUTHWESTERLY DIRECTION, ALONG A TANGENT CURVE TO THE RIGHT, A CENTRAL ANGLE OF 17°00'00", A RADIUS OF 15.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 87°00'00" WEST, 21.21 FEET, AND A TOTAL ARC LENGTH OF 20.00 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC SURVEYORS CAP STAMPED "M" SET FOR AN INTERIOR CORNER OF THIS TRACT;
- 16. SOUTH 87°00'00" WEST, 104.00 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC SURVEYORS CAP STAMPED "M" SET FOR AN INTERIOR CORNER OF THIS TRACT;
- 17. IN A SOUTHWESTERLY DIRECTION, ALONG A TANGENT CURVE TO THE RIGHT, A CENTRAL ANGLE OF 17°00'00", A RADIUS OF 15.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 87°00'00" WEST, 21.21 FEET, AND A TOTAL ARC LENGTH OF 20.00 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC SURVEYORS CAP STAMPED "M" SET FOR AN INTERIOR CORNER OF THIS TRACT;
- 18. SOUTH 87°00'00" WEST, 104.00 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC SURVEYORS CAP STAMPED "M" SET FOR AN INTERIOR CORNER OF THIS TRACT;
- 19. SOUTH 87°00'00" WEST, 104.00 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC SURVEYORS CAP STAMPED "M" SET FOR AN INTERIOR CORNER OF THIS TRACT;
- 20. SOUTH 87°00'00" WEST, 104.00 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC SURVEYORS CAP STAMPED "M" SET FOR AN INTERIOR CORNER OF THIS TRACT;
- 21. SOUTH 87°00'00" WEST, 104.00 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC SURVEYORS CAP STAMPED "M" SET FOR AN INTERIOR CORNER OF THIS TRACT;
- 22. SOUTH 87°00'00" WEST, 104.00 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC SURVEYORS CAP STAMPED "M" SET FOR AN INTERIOR CORNER OF THIS TRACT;
- 23. SOUTH 87°00'00" WEST, 104.00 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC SURVEYORS CAP STAMPED "M" SET FOR AN INTERIOR CORNER OF THIS TRACT;
- 24. SOUTH 87°00'00" WEST, 104.00 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC SURVEYORS CAP STAMPED "M" SET FOR AN INTERIOR CORNER OF THIS TRACT;
- 25. SOUTH 87°00'00" WEST, 104.00 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC SURVEYORS CAP STAMPED "M" SET FOR AN INTERIOR CORNER OF THIS TRACT;
- 26. SOUTH 87°00'00" WEST, 104.00 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC SURVEYORS CAP STAMPED "M" SET FOR AN INTERIOR CORNER OF THIS TRACT;
- 27. SOUTH 87°00'00" WEST, 104.00 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC SURVEYORS CAP STAMPED "M" SET FOR AN INTERIOR CORNER OF THIS TRACT;
- 28. SOUTH 87°00'00" WEST, 104.00 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC SURVEYORS CAP STAMPED "M" SET FOR AN INTERIOR CORNER OF THIS TRACT;
- 29. SOUTH 87°00'00" WEST, 104.00 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC SURVEYORS CAP STAMPED "M" SET FOR AN INTERIOR CORNER OF THIS TRACT;
- 30. SOUTH 87°00'00" WEST, 104.00 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC SURVEYORS CAP STAMPED "M" SET FOR AN INTERIOR CORNER OF THIS TRACT;
- 31. SOUTH 87°00'00" WEST, 104.00 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC SURVEYORS CAP STAMPED "M" SET FOR AN INTERIOR CORNER OF THIS TRACT;
- 32. SOUTH 87°00'00" WEST, 104.00 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC SURVEYORS CAP STAMPED "M" SET FOR AN INTERIOR CORNER OF THIS TRACT;
- 33. SOUTH 87°00'00" WEST, 104.00 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC SURVEYORS CAP STAMPED "M" SET FOR AN INTERIOR CORNER OF THIS TRACT;
- 34. SOUTH 87°00'00" WEST, 104.00 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC SURVEYORS CAP STAMPED "M" SET FOR AN INTERIOR CORNER OF THIS TRACT;
- 35. SOUTH 87°00'00" WEST, 104.00 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC SURVEYORS CAP STAMPED "M" SET FOR AN INTERIOR CORNER OF THIS TRACT.

**THENCE, NORTH 17°00'00" EAST, 40.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 77.21 ACRES OF LAND IN TRAVIS COUNTY, TEXAS, THE BARS OF BEARING FOR THIS DESCRIPTION ON THE TEXAS STATE PLANE COORDINATE SYSTEM (GCS, CENTRAL GZNS 4805 HORIZ), THIS DOCUMENT WAS PREPARED IN THE OFFICE OF KIMLEY-HORN AND ASSOCIATES, INC. IN AUSTIN, TEXAS.**

Table with 3 columns: LOT TABLE, LOT TABLE, LOT TABLE. Each column contains a list of lot numbers and their corresponding acreages.

Table with 2 columns: CURVE TABLE, CURVE TABLE. Each column contains a list of curve data including stationing, bearings, distances, and curve information.

Table with 4 columns: LINE TABLE, LINE TABLE, LINE TABLE, LINE TABLE. Each column contains a list of line data including stationing, bearings, distances, and line information.

**CORRESPONDING OFFICES:**  
**ASHLEY AUSTIN PRESIDENTIAL LLC**  
**1201 RESEARCH BLVD #210**  
**AUSTIN, TX 78750**  
**PH: (512) 452-1700**  
**CONTACT: FRANK R DEL CASTILLO, JR.**

**SURVEYOR:**  
**KIMLEY-HORN AND ASSOCIATES, INC.**  
**10814 JOLLYVILLE ROAD**  
**CAMPUS IV, SUITE 200**  
**AUSTIN, TEXAS 78758**  
**PH: (512) 452-1700**  
**CONTACT: ZACHARY KEITH PETRUS, R.S.L.S.**  
**TRAVIS COUNTY REGISTRATION NO. 103464**

**CAD ENGINEER:**  
**KIMLEY-HORN AND ASSOCIATES, INC.**  
**10814 JOLLYVILLE ROAD**  
**CAMPUS IV, SUITE 200**  
**AUSTIN, TEXAS 78758**  
**TRAVIS COUNTY REGISTRATION NO. F-008**  
**PH: (512) 452-1700**  
**CONTACT: JACOB KIMBLE, P.E.**

C. ANDERSON

**LAGOS MANOR PHASE 2**  
**37.121 ACRES**  
**BEING A PORTION OF A CALLED 675.6978 ACRE TRACT**  
**RECORDED IN DOCUMENT NO. 2005114143,**  
**OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY**  
**JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 546**  
**CALVIN BAKER SURVEY NO. 38, ABSTRACT NO. 58**  
**CITY OF MANOR, TRAVIS COUNTY, TEXAS**

**Kimley»Horn**  
10814 Jollyville Road, Campus IV, Suite 200, Austin, Texas 78759  
Tel No. (512) 458-1771  
www.kimley-horn.com  
Scale: N/A, Drawn by: PFF, Checked by: ZKP, Date: 06/03/21, Project No.: 060241743, Sheet No.: 9 OF 4

05/25/2021

129

202100127

THE STATE OF TEXAS  
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, ASHTON ALSTON RESIDENTIAL, LLC, THE OWNER OF 37.121 ACRE TRACT OF LAND IN THE JAMES MANOR SURVEY NUMBER 40, ABSTRACT NUMBER 548, AND CALVIN BAKER SURVEY NUMBER 38, ABSTRACT NUMBER 18 TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN CALLED 474 WITH ACRE TRACT CONVEYED TO THE INVESTMENT PARTNERSHIP, L.P.S., AS RECORDED UNDER DOCUMENT NUMBER 2005114143, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND DO HEREBY SUBSCRIBE SAID MAPS HAVING BEEN APPROVED FOR SUPERVISION PURSUANT TO THE PUBLIC NOTIFICATION AND HEARING PROVISIONS OF CHAPTER 210 AND 220 OF THE LOCAL GOVERNMENT CODE.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED OWNER OF THE LAND SHOWN ON THIS PLAN, AND DESIGNATED HEREIN AS "LAGOS PHASE 2" OF THE CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HEREIN, HEREBY SUBSCRIBES SAID 48,310 ACRES OF LAND OF SAID IN ACCORDANCE WITH THE ATTACHED MAP ON PLAT TO BE KNOWN AS "LAGOS PHASE 2" AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, RECREATION AREAS, DRAINAGE, PUBLIC BARRIERS, AND PUBLIC PLACES THEREIN SHOWN FOR THE PROPOSED AND CONSIDERATION THEREIN SUBMITTED, SUBJECT TO ANY EASEMENT OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS DAY April 9 2021

BY: [Signature]  
ASHTON ALSTON RESIDENTIAL, LLC  
1521 RESEARCH BLVD B-210  
AUSTIN, TX 78758

THE STATE OF TEXAS  
COUNTY OF TRAVIS

THIS INSTRUMENT HAS BEEN APPROVED BEFORE ME ON THIS 7th DAY OF April, 2021, BY [Signature] Wendy D. Otter, COUNTY CLERK OF SAID COUNTY, AND I HAVE FILED THE SAME WITH THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY, TEXAS.

NOTARY PUBLIC  
NOTARY REGISTRATION NUMBER: 13048371-2  
MY COMMISSION EXPIRES: 10/17/2023  
COUNTY OF TRAVIS  
THE STATE OF TEXAS

THE STATE OF TEXAS  
COUNTY OF TRAVIS

I, JACOB KONDO, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAN IS PHASE 2 FROM AN ENGINEERING STAND POINT AND COMPLES WITH THE ENGINEERING RELATED PORTION OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

THIS SITE IS LOCATED IN THE COTTONWOOD CREEK WATERSHED.

NO PORTION OF THIS SITE LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 498202048L EFFECTIVE DATE AUGUST 16, 2014, TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

BY: [Signature]  
JACOB KONDO, P.E.  
REGISTERED PROFESSIONAL ENGINEER No. 119913  
KIMLEY HORN AND ASSOCIATES, INC.  
10614 JOLLYVILLE ROAD  
CAMPLING, SUITE 200  
AUSTIN, TEXAS 78759

10613  
LICENSED PROFESSIONAL ENGINEER

05/25/21 F-928

THE STATE OF TEXAS  
COUNTY OF TRAVIS

I, ZACHARY KEITH PETRIE, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAN IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MAPS SHOWN BY SUPERVISION OF THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER SUPERVISION. THIS PLAN COMPLES WITH ALL HULLAND COUNTY SUBDIVISION REGULATIONS.

ZACHARY KEITH PETRIE, P.L.S.  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 4769  
10614 JOLLYVILLE ROAD  
CAMPLING, SUITE 200  
AUSTIN, TEXAS 78759  
PH: (512) 572-8614  
ZKP@KIMLEYHORNANDASSOCIATES.COM

CITY OF MANOR ACKNOWLEDGMENTS

THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF MANOR CORPORATE CITY LIMITS AS OF THIS DATE, 12/7 DAY OF April, 2021.

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, ON THIS DATE, 14 DAY OF April, 2021.

APPROVED: [Signature] ATTEST: [Signature]  
HELP TRYON, CHAIRPERSON LUJANA ALVARADO, CITY SECRETARY

ACCEPTED AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, ON THIS DATE, 14 DAY OF April, 2021.

APPROVED: [Signature] ATTEST: [Signature]  
DE LAPEYREREAU, MAYOR LUJANA ALVARADO, CITY SECRETARY

COUNTY OF TRAVIS  
STATE OF TEXAS

KNOW ALL ME BY THESE PRESENTS:

I, DANA DEBRAVIAK, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WITTING ANALYSIS CERTIFICATE OF ADVERTISING AND FILED FOR RECORD IN MY OFFICE ON THE DATE of April 21 2021 AT 2:00 O'CLOCK P.M. IN THE PLAT RECORDS OF SAID COUNTY AND STAYS IN DOCUMENT NUMBER 202100127 OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 22nd DAY OF May, 2021

DANA DEBRAVIAK, COUNTY CLERK, TRAVIS COUNTY, TEXAS

BY: [Signature]

D. ANDERSON

BUILDING SETBACK DETAIL BY LOT TYPE  
NOT TO SCALE

RIGHT OF WAY					
20' SB	22.5' SB	25' SB	27.5' SB	VARIES	
10' SB	10' SB	10' SB	10' SB	10' SB	15' SB
10' SB	10' SB	10' SB	10' SB	10' SB	10' SB
REAR LOT					

RIGHT OF WAY  
SIDE YARD

LAGOS MANOR PHASE 2  
37.121 ACRES  
BEING A PORTION OF A CALLED 675.6978 ACRE TRACT  
RECORDED IN DOCUMENT NO. 2005114143,  
OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY  
JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 548  
CALVIN BAKER SURVEY NO. 38, ABSTRACT NO. 58  
CITY OF MANOR, TRAVIS COUNTY, TEXAS

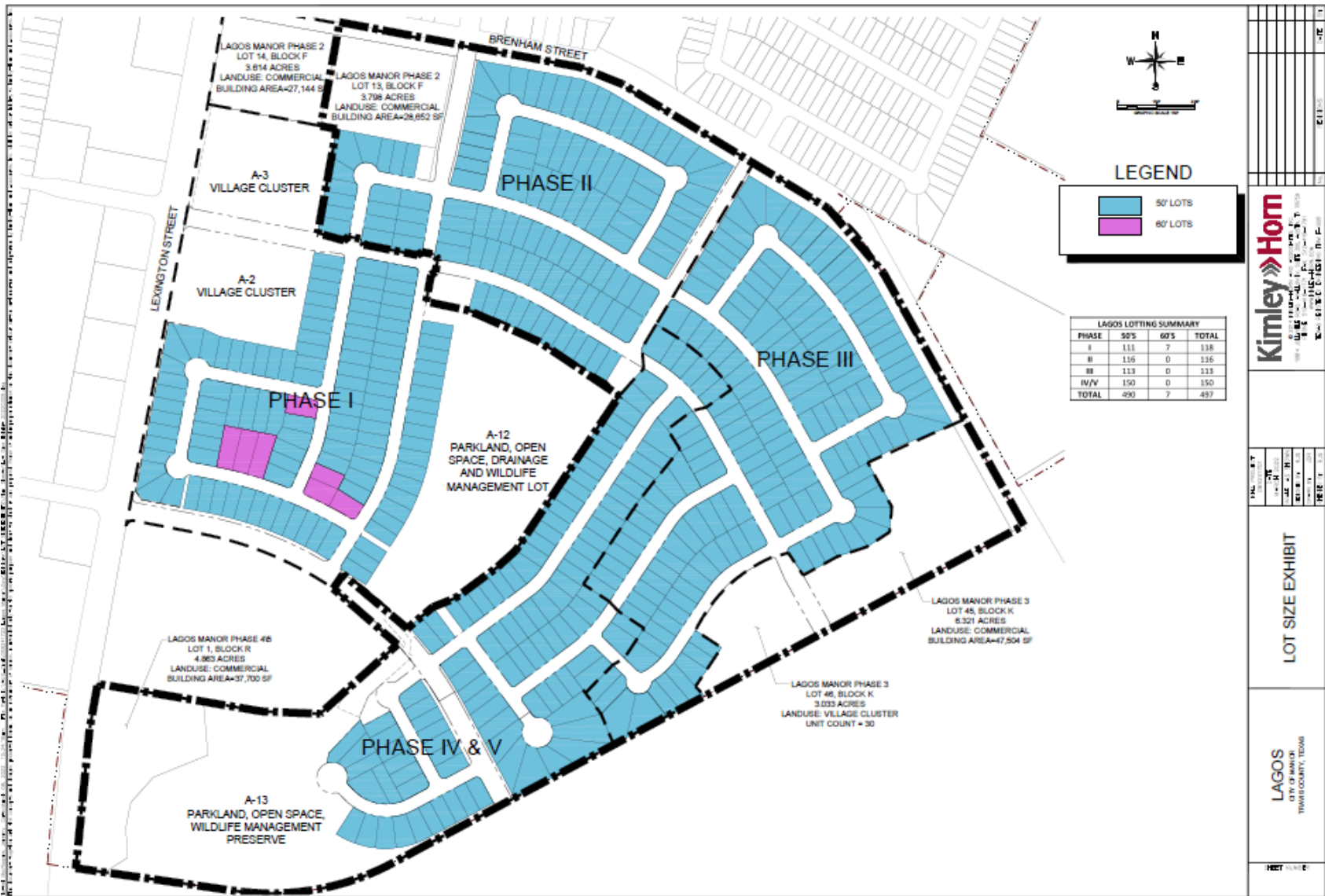
SUBJECT:  
KIMLEY HORN AND ASSOCIATES, INC.  
LAND SURVEYOR NO. 4769  
10614 JOLLYVILLE ROAD  
CAMPLING, SUITE 200  
AUSTIN, TEXAS 78759  
PH: (512) 572-8614  
CONTACT: ZACHARY KEITH PETRIE, P.L.S.  
TITLE: FIRM REGISTRATION NO. 1019424

CIVIL ENGINEER:  
KIMLEY HORN AND ASSOCIATES, INC.  
10614 JOLLYVILLE ROAD  
CAMPLING, SUITE 200  
AUSTIN, TEXAS 78759  
TITLE: FIRM REGISTRATION NO. F-408  
PH: (512) 454-1711  
CONTACT: JACOB KONDO, P.E.

OWNER/DEVELOPER:  
ASHTON ALSTON RESIDENTIAL LLC  
1521 RESEARCH BLVD B-210  
AUSTIN, TX 78759  
PH: (512) 524-1780  
CONTACT: FRANK H DEL CASTILLO, JR.

Scale: N/A Drawn by: FTF Checked by: ZKP Date: 4/8/2021 Project No.: 08221173 Sheet No.: 4 of 4

EXHIBIT T – LOT TYPE MAP





**EXHIBIT U-1 – LOT TYPE 1 BUYER DISCLOSURE****NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
MANOR, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

\_\_\_\_\_  
STREET ADDRESS

**LOT TYPE 1 PRINCIPAL ASSESSMENT: \$3,326.77**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Lagos Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

\_\_\_\_\_  
<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER]<sup>2</sup>

<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§  
§  
§

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

§  
§  
§

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

## ANNUAL INSTALLMENTS - LOT TYPE 1

Annual Installments Due	Principal	Interest <sup>1</sup>	Additional Interest	Annual Collection Costs	Total Annual Installment
1/31/2023	\$ 74.82	\$ 148.29	\$ 16.63	\$ 20.74	\$ 260.49
1/31/2024	\$ 74.82	\$ 145.48	\$ 16.26	\$ 21.16	\$ 257.72
1/31/2025	\$ 80.58	\$ 142.68	\$ 15.89	\$ 21.58	\$ 260.72
1/31/2026	\$ 80.58	\$ 139.65	\$ 15.48	\$ 22.01	\$ 257.73
1/31/2027	\$ 80.58	\$ 136.33	\$ 15.08	\$ 22.45	\$ 254.44
1/31/2028	\$ 86.33	\$ 133.01	\$ 14.68	\$ 22.90	\$ 256.92
1/31/2029	\$ 86.33	\$ 129.44	\$ 14.25	\$ 23.36	\$ 253.38
1/31/2030	\$ 92.09	\$ 125.88	\$ 13.81	\$ 23.82	\$ 255.61
1/31/2031	\$ 92.09	\$ 122.08	\$ 13.35	\$ 24.30	\$ 251.83
1/31/2032	\$ 97.85	\$ 117.94	\$ 12.89	\$ 24.79	\$ 253.47
1/31/2033	\$ 103.60	\$ 113.54	\$ 12.40	\$ 25.28	\$ 254.83
1/31/2034	\$ 109.36	\$ 108.88	\$ 11.89	\$ 25.79	\$ 255.91
1/31/2035	\$ 109.36	\$ 103.95	\$ 11.34	\$ 26.30	\$ 250.95
1/31/2036	\$ 115.11	\$ 99.03	\$ 10.79	\$ 26.83	\$ 251.77
1/31/2037	\$ 120.87	\$ 93.85	\$ 10.22	\$ 27.37	\$ 252.30
1/31/2038	\$ 126.62	\$ 88.41	\$ 9.61	\$ 27.91	\$ 252.56
1/31/2039	\$ 132.38	\$ 82.72	\$ 8.98	\$ 28.47	\$ 252.55
1/31/2040	\$ 138.14	\$ 76.76	\$ 8.32	\$ 29.04	\$ 252.25
1/31/2041	\$ 143.89	\$ 70.54	\$ 7.63	\$ 29.62	\$ 251.68
1/31/2042	\$ 149.65	\$ 63.89	\$ 6.91	\$ 30.21	\$ 250.66
1/31/2043	\$ 155.40	\$ 56.97	\$ 6.16	\$ 30.82	\$ 249.35
1/31/2044	\$ 161.16	\$ 49.78	\$ 5.38	\$ 31.44	\$ 247.75
1/31/2045	\$ 166.91	\$ 42.33	\$ 4.58	\$ 32.06	\$ 245.88
1/31/2046	\$ 172.67	\$ 34.61	\$ 3.74	\$ 32.71	\$ 243.72
1/31/2047	\$ 184.18	\$ 26.62	\$ 2.88	\$ 33.36	\$ 247.04
1/31/2048	\$ 189.94	\$ 18.10	\$ 1.96	\$ 34.03	\$ 244.02
1/31/2049	\$ 201.45	\$ 9.32	\$ 1.01	\$ 34.71	\$ 246.48
<b>Total</b>	<b>\$ 3,326.77</b>	<b>\$ 2,480.08</b>	<b>\$ 272.10</b>	<b>\$ 733.06</b>	<b>\$ 6,812.00</b>

<sup>1</sup> Interest is calculated at the rate of the Major Improvement Area Bonds.

*Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

**EXHIBIT U-2 – LOT TYPE 2 BUYER DISCLOSURE****NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
MANOR, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

\_\_\_\_\_  
STREET ADDRESS

**LOT TYPE 2 PRINCIPAL ASSESSMENT: \$3,511.59**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Lagos Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

\_\_\_\_\_  
<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.



[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER]<sup>2</sup>

<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

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COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

§  
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§

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

## ANNUAL INSTALLMENTS - LOT TYPE 2

Annual Installments Due	Principal	Interest <sup>1</sup>	Additional Interest	Annual Collection Costs	Total Annual Installment
1/31/2023	\$ 78.98	\$ 156.53	\$ 17.56	\$ 21.89	\$ 274.96
1/31/2024	\$ 78.98	\$ 153.56	\$ 17.16	\$ 22.33	\$ 272.04
1/31/2025	\$ 85.06	\$ 150.60	\$ 16.77	\$ 22.78	\$ 275.20
1/31/2026	\$ 85.06	\$ 147.41	\$ 16.34	\$ 23.23	\$ 272.04
1/31/2027	\$ 85.06	\$ 143.90	\$ 15.92	\$ 23.70	\$ 268.57
1/31/2028	\$ 91.13	\$ 140.40	\$ 15.49	\$ 24.17	\$ 271.19
1/31/2029	\$ 91.13	\$ 136.64	\$ 15.04	\$ 24.65	\$ 267.46
1/31/2030	\$ 97.21	\$ 132.88	\$ 14.58	\$ 25.15	\$ 269.81
1/31/2031	\$ 97.21	\$ 128.87	\$ 14.09	\$ 25.65	\$ 265.82
1/31/2032	\$ 103.28	\$ 124.49	\$ 13.61	\$ 26.16	\$ 267.55
1/31/2033	\$ 109.36	\$ 119.85	\$ 13.09	\$ 26.69	\$ 268.98
1/31/2034	\$ 115.43	\$ 114.92	\$ 12.55	\$ 27.22	\$ 270.12
1/31/2035	\$ 115.43	\$ 109.73	\$ 11.97	\$ 27.77	\$ 264.90
1/31/2036	\$ 121.51	\$ 104.54	\$ 11.39	\$ 28.32	\$ 265.76
1/31/2037	\$ 127.58	\$ 99.07	\$ 10.78	\$ 28.89	\$ 266.32
1/31/2038	\$ 133.66	\$ 93.33	\$ 10.15	\$ 29.46	\$ 266.60
1/31/2039	\$ 139.73	\$ 87.31	\$ 9.48	\$ 30.05	\$ 266.58
1/31/2040	\$ 145.81	\$ 81.02	\$ 8.78	\$ 30.66	\$ 266.27
1/31/2041	\$ 151.89	\$ 74.46	\$ 8.05	\$ 31.27	\$ 265.67
1/31/2042	\$ 157.96	\$ 67.44	\$ 7.29	\$ 31.89	\$ 264.58
1/31/2043	\$ 164.04	\$ 60.13	\$ 6.50	\$ 32.53	\$ 263.20
1/31/2044	\$ 170.11	\$ 52.54	\$ 5.68	\$ 33.18	\$ 261.52
1/31/2045	\$ 176.19	\$ 44.68	\$ 4.83	\$ 33.85	\$ 259.54
1/31/2046	\$ 182.26	\$ 36.53	\$ 3.95	\$ 34.52	\$ 257.26
1/31/2047	\$ 194.41	\$ 28.10	\$ 3.04	\$ 35.21	\$ 260.76
1/31/2048	\$ 200.49	\$ 19.11	\$ 2.07	\$ 35.92	\$ 257.58
1/31/2049	\$ 212.64	\$ 9.83	\$ 1.06	\$ 36.64	\$ 260.17
<b>Total</b>	<b>\$ 3,511.59</b>	<b>\$ 2,617.86</b>	<b>\$ 287.22</b>	<b>\$ 773.78</b>	<b>\$ 7,190.45</b>

<sup>1</sup>Interest is calculated at the rate of the Major Improvement Area Bonds.

*Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

**EXHIBIT U-3 – LOT TYPE 3 BUYER DISCLOSURE****NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
MANOR, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

\_\_\_\_\_  
STREET ADDRESS

**LOT TYPE 3 PRINCIPAL ASSESSMENT: \$2,840.07 (Per Cluster Home)**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Lagos Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

\_\_\_\_\_  
<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER]<sup>2</sup>

<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

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§

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.



[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

### ANNUAL INSTALLMENTS - LOT TYPE 3 (Per Cluster Home)

Annual Installments Due	Principal	Interest <sup>1</sup>	Additional Interest	Annual Collection Costs	Total Annual Installment
1/31/2023	\$ 63.88	\$ 126.59	\$ 14.20	\$ 17.71	\$ 222.38
1/31/2024	\$ 63.88	\$ 124.20	\$ 13.88	\$ 18.06	\$ 220.02
1/31/2025	\$ 68.79	\$ 121.80	\$ 13.56	\$ 18.42	\$ 222.58
1/31/2026	\$ 68.79	\$ 119.22	\$ 13.22	\$ 18.79	\$ 220.02
1/31/2027	\$ 68.79	\$ 116.39	\$ 12.87	\$ 19.17	\$ 217.22
1/31/2028	\$ 73.70	\$ 113.55	\$ 12.53	\$ 19.55	\$ 219.33
1/31/2029	\$ 73.70	\$ 110.51	\$ 12.16	\$ 19.94	\$ 216.31
1/31/2030	\$ 78.62	\$ 107.47	\$ 11.79	\$ 20.34	\$ 218.22
1/31/2031	\$ 78.62	\$ 104.22	\$ 11.40	\$ 20.75	\$ 214.99
1/31/2032	\$ 83.53	\$ 100.69	\$ 11.01	\$ 21.16	\$ 216.38
1/31/2033	\$ 88.45	\$ 96.93	\$ 10.59	\$ 21.58	\$ 217.55
1/31/2034	\$ 93.36	\$ 92.95	\$ 10.15	\$ 22.02	\$ 218.47
1/31/2035	\$ 93.36	\$ 88.75	\$ 9.68	\$ 22.46	\$ 214.24
1/31/2036	\$ 98.27	\$ 84.55	\$ 9.21	\$ 22.90	\$ 214.94
1/31/2037	\$ 103.19	\$ 80.12	\$ 8.72	\$ 23.36	\$ 215.39
1/31/2038	\$ 108.10	\$ 75.48	\$ 8.21	\$ 23.83	\$ 215.62
1/31/2039	\$ 113.01	\$ 70.61	\$ 7.67	\$ 24.31	\$ 215.60
1/31/2040	\$ 117.93	\$ 65.53	\$ 7.10	\$ 24.79	\$ 215.35
1/31/2041	\$ 122.84	\$ 60.22	\$ 6.51	\$ 25.29	\$ 214.86
1/31/2042	\$ 127.75	\$ 54.54	\$ 5.90	\$ 25.79	\$ 213.99
1/31/2043	\$ 132.67	\$ 48.63	\$ 5.26	\$ 26.31	\$ 212.87
1/31/2044	\$ 137.58	\$ 42.50	\$ 4.59	\$ 26.84	\$ 211.51
1/31/2045	\$ 142.50	\$ 36.13	\$ 3.91	\$ 27.37	\$ 209.91
1/31/2046	\$ 147.41	\$ 29.54	\$ 3.19	\$ 27.92	\$ 208.07
1/31/2047	\$ 157.24	\$ 22.73	\$ 2.46	\$ 28.48	\$ 210.90
1/31/2048	\$ 162.15	\$ 15.45	\$ 1.67	\$ 29.05	\$ 208.32
1/31/2049	\$ 171.98	\$ 7.95	\$ 0.86	\$ 29.63	\$ 210.42
<b>Total</b>	<b>\$ 2,840.07</b>	<b>\$ 2,117.25</b>	<b>\$ 232.29</b>	<b>\$ 625.81</b>	<b>\$ 5,815.43</b>

<sup>1</sup> Interest is calculated at the rate of the Major Improvement Area Bonds.

*Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

**EXHIBIT U-4 – LOT TYPE 4 BUYER DISCLOSURE****NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
MANOR, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

\_\_\_\_\_  
STREET ADDRESS

**LOT TYPE 4 PRINCIPAL ASSESSMENT: \$136,700.13**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Lagos Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

\_\_\_\_\_  
<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER]<sup>2</sup>

<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§  
§  
§

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

§  
§  
§

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

### ANNUAL INSTALLMENTS - LOT TYPE 4

Annual Installments Due	Principal	Interest <sup>1</sup>	Additional Interest Reserve	Annual Collection Costs	Total Annual Installment
1/31/2023	\$ 3,074.57	\$ 6,093.27	\$ 683.50	\$ 852.25	\$ 10,703.58
1/31/2024	\$ 3,074.57	\$ 5,977.97	\$ 668.13	\$ 869.29	\$ 10,589.96
1/31/2025	\$ 3,311.08	\$ 5,862.67	\$ 652.75	\$ 886.68	\$ 10,713.18
1/31/2026	\$ 3,311.08	\$ 5,738.51	\$ 636.20	\$ 904.41	\$ 10,590.19
1/31/2027	\$ 3,311.08	\$ 5,601.93	\$ 619.64	\$ 922.50	\$ 10,455.14
1/31/2028	\$ 3,547.58	\$ 5,465.34	\$ 603.09	\$ 940.95	\$ 10,556.96
1/31/2029	\$ 3,547.58	\$ 5,319.01	\$ 585.35	\$ 959.77	\$ 10,411.71
1/31/2030	\$ 3,784.09	\$ 5,172.67	\$ 567.61	\$ 978.96	\$ 10,503.33
1/31/2031	\$ 3,784.09	\$ 5,016.58	\$ 548.69	\$ 998.54	\$ 10,347.90
1/31/2032	\$ 4,020.59	\$ 4,846.29	\$ 529.77	\$ 1,018.51	\$ 10,415.17
1/31/2033	\$ 4,257.10	\$ 4,665.37	\$ 509.67	\$ 1,038.88	\$ 10,471.01
1/31/2034	\$ 4,493.60	\$ 4,473.80	\$ 488.38	\$ 1,059.66	\$ 10,515.44
1/31/2035	\$ 4,493.60	\$ 4,271.58	\$ 465.92	\$ 1,080.85	\$ 10,311.96
1/31/2036	\$ 4,730.11	\$ 4,069.37	\$ 443.45	\$ 1,102.47	\$ 10,345.40
1/31/2037	\$ 4,966.61	\$ 3,856.52	\$ 419.80	\$ 1,124.52	\$ 10,367.45
1/31/2038	\$ 5,203.12	\$ 3,633.02	\$ 394.96	\$ 1,147.01	\$ 10,378.11
1/31/2039	\$ 5,439.62	\$ 3,398.88	\$ 368.95	\$ 1,169.95	\$ 10,377.40
1/31/2040	\$ 5,676.13	\$ 3,154.10	\$ 341.75	\$ 1,193.35	\$ 10,365.33
1/31/2041	\$ 5,912.64	\$ 2,898.67	\$ 313.37	\$ 1,217.22	\$ 10,341.89
1/31/2042	\$ 6,149.14	\$ 2,625.21	\$ 283.81	\$ 1,241.56	\$ 10,299.72
1/31/2043	\$ 6,385.65	\$ 2,340.81	\$ 253.06	\$ 1,266.39	\$ 10,245.91
1/31/2044	\$ 6,622.15	\$ 2,045.48	\$ 221.13	\$ 1,291.72	\$ 10,180.48
1/31/2045	\$ 6,858.66	\$ 1,739.20	\$ 188.02	\$ 1,317.55	\$ 10,103.43
1/31/2046	\$ 7,095.16	\$ 1,421.99	\$ 153.73	\$ 1,343.90	\$ 10,014.78
1/31/2047	\$ 7,568.17	\$ 1,093.84	\$ 118.25	\$ 1,370.78	\$ 10,151.05
1/31/2048	\$ 7,804.68	\$ 743.81	\$ 80.41	\$ 1,398.20	\$ 10,027.10
1/31/2049	\$ 8,277.69	\$ 382.84	\$ 41.39	\$ 1,426.16	\$ 10,128.08
<b>Total</b>	<b>\$ 136,700.13</b>	<b>\$ 101,908.72</b>	<b>\$ 11,180.79</b>	<b>\$ 30,122.03</b>	<b>\$ 279,911.67</b>

<sup>1</sup>Interest is calculated at the rate of the Major Improvement Area Bonds.

*Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*



**EXHIBIT U-5 – LOT TYPE 5 BUYER DISCLOSURE****NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
MANOR, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

\_\_\_\_\_  
STREET ADDRESS

**LOT TYPE 5 PRINCIPAL ASSESSMENT: \$18,818.32**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Lagos Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

\_\_\_\_\_  
<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER]<sup>2</sup>

<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§  
§  
§

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

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§

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

### ANNUAL INSTALLMENTS - LOT TYPE 5

Annual Installments Due	Major Improvement Area Bonds			Improvement Area #1 Reimbursement Obligation		Annual Collection Costs	Total Annual Installment
	Principal	Interest	Additional Interest	Principal	Interest		
1/31/2023	\$ 100.34	\$ 198.85	\$ 22.31	\$ 217.47	\$ 646.07	\$ 117.32	\$ 1,302.36
1/31/2024	\$ 100.34	\$ 195.09	\$ 21.80	\$ 228.13	\$ 636.28	\$ 119.67	\$ 1,301.31
1/31/2025	\$ 108.06	\$ 191.33	\$ 21.30	\$ 238.79	\$ 626.02	\$ 122.06	\$ 1,307.55
1/31/2026	\$ 108.06	\$ 187.28	\$ 20.76	\$ 249.45	\$ 615.27	\$ 124.50	\$ 1,305.32
1/31/2027	\$ 108.06	\$ 182.82	\$ 20.22	\$ 260.11	\$ 604.05	\$ 126.99	\$ 1,302.25
1/31/2028	\$ 115.78	\$ 178.36	\$ 19.68	\$ 272.90	\$ 592.34	\$ 129.53	\$ 1,308.59
1/31/2029	\$ 115.78	\$ 173.59	\$ 19.10	\$ 283.56	\$ 580.06	\$ 132.12	\$ 1,304.21
1/31/2030	\$ 123.49	\$ 168.81	\$ 18.52	\$ 296.35	\$ 567.30	\$ 134.77	\$ 1,309.25
1/31/2031	\$ 123.49	\$ 163.72	\$ 17.91	\$ 311.28	\$ 553.97	\$ 137.46	\$ 1,307.82
1/31/2032	\$ 131.21	\$ 158.16	\$ 17.29	\$ 324.07	\$ 539.96	\$ 140.21	\$ 1,310.90
1/31/2033	\$ 138.93	\$ 152.25	\$ 16.63	\$ 338.99	\$ 525.37	\$ 143.01	\$ 1,315.20
1/31/2034	\$ 146.65	\$ 146.00	\$ 15.94	\$ 353.92	\$ 510.12	\$ 145.87	\$ 1,318.50
1/31/2035	\$ 146.65	\$ 139.40	\$ 15.21	\$ 370.97	\$ 494.19	\$ 148.79	\$ 1,315.22
1/31/2036	\$ 154.37	\$ 132.80	\$ 14.47	\$ 388.03	\$ 477.50	\$ 151.77	\$ 1,318.94
1/31/2037	\$ 162.09	\$ 125.86	\$ 13.70	\$ 405.09	\$ 460.04	\$ 154.80	\$ 1,321.57
1/31/2038	\$ 169.80	\$ 118.56	\$ 12.89	\$ 422.14	\$ 441.81	\$ 157.90	\$ 1,323.11
1/31/2039	\$ 177.52	\$ 110.92	\$ 12.04	\$ 441.33	\$ 422.81	\$ 161.06	\$ 1,325.69
1/31/2040	\$ 185.24	\$ 102.93	\$ 11.15	\$ 460.52	\$ 402.95	\$ 164.28	\$ 1,327.08
1/31/2041	\$ 192.96	\$ 94.60	\$ 10.23	\$ 481.84	\$ 382.23	\$ 167.56	\$ 1,329.42
1/31/2042	\$ 200.68	\$ 85.67	\$ 9.26	\$ 503.16	\$ 360.55	\$ 170.91	\$ 1,330.24
1/31/2043	\$ 208.40	\$ 76.39	\$ 8.26	\$ 526.61	\$ 337.91	\$ 174.33	\$ 1,331.90
1/31/2044	\$ 216.11	\$ 66.75	\$ 7.22	\$ 550.06	\$ 314.21	\$ 177.82	\$ 1,332.18
1/31/2045	\$ 223.83	\$ 56.76	\$ 6.14	\$ 575.65	\$ 289.45	\$ 181.38	\$ 1,333.21
1/31/2046	\$ 231.55	\$ 46.41	\$ 5.02	\$ 601.23	\$ 263.55	\$ 185.00	\$ 1,332.76
1/31/2047	\$ 246.99	\$ 35.70	\$ 3.86	\$ 628.95	\$ 236.50	\$ 188.70	\$ 1,340.69
1/31/2048	\$ 254.71	\$ 24.27	\$ 2.62	\$ 656.67	\$ 208.19	\$ 192.48	\$ 1,338.94
1/31/2049	\$ 270.14	\$ 12.49	\$ 1.35	\$ 686.51	\$ 178.64	\$ 196.33	\$ 1,345.47
1/31/2050	\$ -	\$ -	\$ -	\$ 1,046.83	\$ 147.75	\$ 152.78	\$ 1,347.36
1/31/2051	\$ -	\$ -	\$ -	\$ 1,093.73	\$ 100.64	\$ 155.84	\$ 1,350.21
1/31/2052	\$ -	\$ -	\$ -	\$ 1,142.77	\$ 51.42	\$ 158.95	\$ 1,353.14
<b>Total</b>	<b>\$ 4,461.23</b>	<b>\$ 3,325.81</b>	<b>\$ 364.89</b>	<b>\$ 14,357.09</b>	<b>\$ 12,567.16</b>	<b>\$ 4,614.21</b>	<b>\$ 39,690.38</b>

*Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

**EXHIBIT U-6 – LOT TYPE 6 BUYER DISCLOSURE****NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
MANOR, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

\_\_\_\_\_  
STREET ADDRESS

**LOT TYPE 6 PRINCIPAL ASSESSMENT: \$279,232.16**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Lagos Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

\_\_\_\_\_  
<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.



[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER]<sup>2</sup>

<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§  
§  
§

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

§  
§  
§

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

### ANNUAL INSTALLMENTS - LOT TYPE 6

Annual Installments Due	Major Improvement Area Bonds			Improvement Area #1 Reimbursement Obligation		Annual Collection Costs	Total Annual Installment
	Principal	Interest	Additional Interest	Principal	Interest		
1/31/2023	\$ 1,488.86	\$ 2,950.67	\$ 330.99	\$ 3,226.84	\$ 9,586.58	\$ 1,740.85	\$ 19,324.79
1/31/2024	\$ 1,488.86	\$ 2,894.84	\$ 323.54	\$ 3,385.02	\$ 9,441.37	\$ 1,775.67	\$ 19,309.30
1/31/2025	\$ 1,603.39	\$ 2,839.00	\$ 316.10	\$ 3,543.20	\$ 9,289.04	\$ 1,811.18	\$ 19,401.92
1/31/2026	\$ 1,603.39	\$ 2,778.88	\$ 308.08	\$ 3,701.38	\$ 9,129.60	\$ 1,847.40	\$ 19,368.73
1/31/2027	\$ 1,603.39	\$ 2,712.74	\$ 300.06	\$ 3,859.56	\$ 8,963.04	\$ 1,884.35	\$ 19,323.14
1/31/2028	\$ 1,717.92	\$ 2,646.60	\$ 292.05	\$ 4,049.37	\$ 8,789.36	\$ 1,922.04	\$ 19,417.33
1/31/2029	\$ 1,717.92	\$ 2,575.73	\$ 283.46	\$ 4,207.55	\$ 8,607.13	\$ 1,960.48	\$ 19,352.27
1/31/2030	\$ 1,832.45	\$ 2,504.87	\$ 274.87	\$ 4,397.37	\$ 8,417.79	\$ 1,999.69	\$ 19,427.03
1/31/2031	\$ 1,832.45	\$ 2,429.28	\$ 265.70	\$ 4,618.82	\$ 8,219.91	\$ 2,039.68	\$ 19,405.84
1/31/2032	\$ 1,946.97	\$ 2,346.82	\$ 256.54	\$ 4,808.63	\$ 8,012.07	\$ 2,080.48	\$ 19,451.51
1/31/2033	\$ 2,061.50	\$ 2,259.21	\$ 246.81	\$ 5,030.08	\$ 7,795.68	\$ 2,122.09	\$ 19,515.36
1/31/2034	\$ 2,176.03	\$ 2,166.44	\$ 236.50	\$ 5,251.53	\$ 7,569.32	\$ 2,164.53	\$ 19,564.35
1/31/2035	\$ 2,176.03	\$ 2,068.52	\$ 225.62	\$ 5,504.62	\$ 7,333.00	\$ 2,207.82	\$ 19,515.61
1/31/2036	\$ 2,290.56	\$ 1,970.60	\$ 214.74	\$ 5,757.70	\$ 7,085.30	\$ 2,251.97	\$ 19,570.87
1/31/2037	\$ 2,405.09	\$ 1,867.52	\$ 203.29	\$ 6,010.79	\$ 6,826.20	\$ 2,297.01	\$ 19,609.90
1/31/2038	\$ 2,519.61	\$ 1,759.29	\$ 191.26	\$ 6,263.87	\$ 6,555.71	\$ 2,342.95	\$ 19,632.71
1/31/2039	\$ 2,634.14	\$ 1,645.91	\$ 178.66	\$ 6,548.60	\$ 6,273.84	\$ 2,389.81	\$ 19,670.96
1/31/2040	\$ 2,748.67	\$ 1,527.37	\$ 165.49	\$ 6,833.32	\$ 5,979.15	\$ 2,437.61	\$ 19,691.62
1/31/2041	\$ 2,863.20	\$ 1,403.68	\$ 151.75	\$ 7,149.68	\$ 5,671.65	\$ 2,486.36	\$ 19,726.32
1/31/2042	\$ 2,977.73	\$ 1,271.26	\$ 137.43	\$ 7,466.03	\$ 5,349.92	\$ 2,536.09	\$ 19,738.46
1/31/2043	\$ 3,092.25	\$ 1,133.54	\$ 122.54	\$ 7,814.03	\$ 5,013.95	\$ 2,586.81	\$ 19,763.12
1/31/2044	\$ 3,206.78	\$ 990.52	\$ 107.08	\$ 8,162.02	\$ 4,662.32	\$ 2,638.55	\$ 19,767.27
1/31/2045	\$ 3,321.31	\$ 842.21	\$ 91.05	\$ 8,541.65	\$ 4,295.02	\$ 2,691.32	\$ 19,782.56
1/31/2046	\$ 3,435.84	\$ 688.60	\$ 74.44	\$ 8,921.28	\$ 3,910.65	\$ 2,745.14	\$ 19,775.95
1/31/2047	\$ 3,664.89	\$ 529.69	\$ 57.26	\$ 9,332.54	\$ 3,509.19	\$ 2,800.05	\$ 19,893.63
1/31/2048	\$ 3,779.42	\$ 360.19	\$ 38.94	\$ 9,743.81	\$ 3,089.23	\$ 2,856.05	\$ 19,867.63
1/31/2049	\$ 4,008.48	\$ 185.39	\$ 20.04	\$ 10,186.71	\$ 2,650.76	\$ 2,913.17	\$ 19,964.54
1/31/2050	\$ -	\$ -	\$ -	\$ 15,533.14	\$ 2,192.36	\$ 2,267.00	\$ 19,992.50
1/31/2051	\$ -	\$ -	\$ -	\$ 16,229.13	\$ 1,493.36	\$ 2,312.34	\$ 20,034.83
1/31/2052	\$ -	\$ -	\$ -	\$ 16,956.75	\$ 763.05	\$ 2,358.59	\$ 20,078.39
<b>Total</b>	<b>\$ 66,197.15</b>	<b>\$ 49,349.38</b>	<b>\$ 5,414.31</b>	<b>\$ 213,035.01</b>	<b>\$ 186,475.55</b>	<b>\$ 68,467.05</b>	<b>\$ 588,938.44</b>

*Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

**EXHIBIT U-7 – IMPROVEMENT AREA #1 REMAINDER PARCEL BUYER DISCLOSURE**

## NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
MANOR, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

\_\_\_\_\_  
STREET ADDRESS

**IMPROVEMENT AREA #1 REMAINDER PARCEL PRINCIPAL ASSESSMENT:  
\$6,364,323.53**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Lagos Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

\_\_\_\_\_  
<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER]<sup>2</sup>

<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§  
§  
§

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.



[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

§  
§  
§

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

## ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 REMAINDER PARCEL

Annual Installments Due	Major Improvement Area Bonds			Improvement Area #1 Reimbursement Obligation		Annual Collection Costs	Total Annual Installment
	Principal	Interest	Additional Interest	Principal	Interest		
1/31/2023	\$ 33,934.51	\$ 67,252.33	\$ 7,543.90	\$ 73,546.98	\$ 218,499.43	\$ 39,677.83	\$ 440,454.99
1/31/2024	\$ 33,934.51	\$ 65,979.79	\$ 7,374.23	\$ 77,152.23	\$ 215,189.82	\$ 40,471.38	\$ 440,101.96
1/31/2025	\$ 36,544.86	\$ 64,707.24	\$ 7,204.56	\$ 80,757.47	\$ 211,717.97	\$ 41,280.81	\$ 442,212.91
1/31/2026	\$ 36,544.86	\$ 63,336.81	\$ 7,021.83	\$ 84,362.72	\$ 208,083.88	\$ 42,106.43	\$ 441,456.53
1/31/2027	\$ 36,544.86	\$ 61,829.34	\$ 6,839.11	\$ 87,967.96	\$ 204,287.56	\$ 42,948.56	\$ 440,417.38
1/31/2028	\$ 39,155.21	\$ 60,321.86	\$ 6,656.38	\$ 92,294.25	\$ 200,329.00	\$ 43,807.53	\$ 442,564.23
1/31/2029	\$ 39,155.21	\$ 58,706.70	\$ 6,460.61	\$ 95,899.50	\$ 196,175.76	\$ 44,683.68	\$ 441,081.45
1/31/2030	\$ 41,765.55	\$ 57,091.56	\$ 6,264.83	\$ 100,225.79	\$ 191,860.28	\$ 45,577.35	\$ 442,785.37
1/31/2031	\$ 41,765.55	\$ 55,368.73	\$ 6,056.01	\$ 105,273.13	\$ 187,350.12	\$ 46,488.90	\$ 442,302.44
1/31/2032	\$ 44,375.90	\$ 53,489.28	\$ 5,847.18	\$ 109,599.43	\$ 182,612.83	\$ 47,418.68	\$ 443,343.29
1/31/2033	\$ 46,986.25	\$ 51,492.36	\$ 5,625.30	\$ 114,646.77	\$ 177,680.86	\$ 48,367.05	\$ 444,798.58
1/31/2034	\$ 49,596.59	\$ 49,377.98	\$ 5,390.37	\$ 119,694.11	\$ 172,521.75	\$ 49,334.39	\$ 445,915.20
1/31/2035	\$ 49,596.59	\$ 47,146.14	\$ 5,142.38	\$ 125,462.50	\$ 167,135.52	\$ 50,321.08	\$ 444,804.21
1/31/2036	\$ 52,206.94	\$ 44,914.29	\$ 4,894.40	\$ 131,230.89	\$ 161,489.71	\$ 51,327.50	\$ 446,063.73
1/31/2037	\$ 54,817.29	\$ 42,564.98	\$ 4,633.37	\$ 136,999.28	\$ 155,584.32	\$ 52,354.05	\$ 446,953.28
1/31/2038	\$ 57,427.63	\$ 40,098.20	\$ 4,359.28	\$ 142,767.67	\$ 149,419.35	\$ 53,401.13	\$ 447,473.26
1/31/2039	\$ 60,037.98	\$ 37,513.95	\$ 4,072.14	\$ 149,257.11	\$ 142,994.80	\$ 54,469.15	\$ 448,345.15
1/31/2040	\$ 62,648.33	\$ 34,812.25	\$ 3,771.95	\$ 155,746.55	\$ 136,278.23	\$ 55,558.54	\$ 448,815.85
1/31/2041	\$ 65,258.68	\$ 31,993.07	\$ 3,458.71	\$ 162,957.04	\$ 129,269.64	\$ 56,669.71	\$ 449,606.84
1/31/2042	\$ 67,869.02	\$ 28,974.85	\$ 3,132.42	\$ 170,167.53	\$ 121,936.57	\$ 57,803.10	\$ 449,883.49
1/31/2043	\$ 70,479.37	\$ 25,835.91	\$ 2,793.07	\$ 178,099.07	\$ 114,279.03	\$ 58,959.16	\$ 450,445.61
1/31/2044	\$ 73,089.72	\$ 22,576.24	\$ 2,440.67	\$ 186,030.60	\$ 106,264.57	\$ 60,138.35	\$ 450,540.16
1/31/2045	\$ 75,700.06	\$ 19,195.84	\$ 2,075.23	\$ 194,683.19	\$ 97,893.20	\$ 61,341.11	\$ 450,888.64
1/31/2046	\$ 78,310.41	\$ 15,694.71	\$ 1,696.73	\$ 203,335.78	\$ 89,132.45	\$ 62,567.94	\$ 450,738.01
1/31/2047	\$ 83,531.10	\$ 12,072.85	\$ 1,305.17	\$ 212,709.41	\$ 79,982.34	\$ 63,819.30	\$ 453,420.18
1/31/2048	\$ 86,141.45	\$ 8,209.54	\$ 887.52	\$ 222,083.05	\$ 70,410.42	\$ 65,095.68	\$ 452,827.66
1/31/2049	\$ 91,362.15	\$ 4,225.50	\$ 456.81	\$ 232,177.73	\$ 60,416.68	\$ 66,397.60	\$ 455,036.47
1/31/2050	\$ -	\$ -	\$ -	\$ 354,034.99	\$ 49,968.69	\$ 51,669.95	\$ 455,673.62
1/31/2051	\$ -	\$ -	\$ -	\$ 369,898.06	\$ 34,037.11	\$ 52,703.35	\$ 456,638.52
1/31/2052	\$ -	\$ -	\$ -	\$ 386,482.18	\$ 17,391.70	\$ 53,757.42	\$ 457,631.30
<b>Total</b>	<b>\$ 1,508,780.58</b>	<b>\$ 1,124,782.33</b>	<b>\$ 123,404.16</b>	<b>\$ 4,855,542.95</b>	<b>\$ 4,250,193.60</b>	<b>\$ 1,560,516.71</b>	<b>\$ 13,423,220.32</b>

*Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

**EXHIBIT B**  
**LANDOWNER AGREEMENT**

LAGOS PUBLIC IMPROVEMENT DISTRICT (MANOR)  
IMPROVEMENT AREA #1

**LANDOWNER AGREEMENT  
AND NOTICE OF ASSESSMENTS**

among

**CITY OF MANOR, TEXAS**

and

**706 INVESTMENT PARTNERSHIP, LTD.,**

and

**ASHTON AUSTIN RESIDENTIAL L.L.C.**

and

**PULTE HOMES OF TEXAS, L.P.**

and

**PETER A. DWYER**

Dated as of:

\_\_\_\_\_, 2022

**LANDOWNER AGREEMENT AND NOTICE OF ASSESSMENTS  
(Lagos Public Improvement District – Improvement Area #1)**

This **LANDOWNER AGREEMENT AND NOTICE OF ASSESSMENTS** (the “Agreement”) is entered into among the **CITY OF MANOR**, a political subdivision of the State of Texas (the “City”), **706 INVESTMENT PARTNERSHIP, LTD.**, a Texas limited partnership, (including its Designated Successors and Assigns, “706 Investment”), **ASHTON AUSTIN RESIDENTIAL L.L.C.**, a Texas limited liability company (“Ashton”), and **PULTE HOMES OF TEXAS, L.P.**, a Texas limited partnership (“Pulte”) (Ashton and Pulte, collectively the “Builder”), and **PETER A. DWYER**, individually (“Dwyer”) (706 Investment, Builder, and Peter A. Dwyer collectively, the “Landowners”). The Landowners and the City are referred to herein collectively as the “Parties.” This Agreement shall be effective on the latest date it is executed by all the Parties (the “Effective Date”).

**RECITALS**

WHEREAS, the Lagos Public Improvement District (Manor) (the “*District*”), 173.212 acres more particularly described in Exhibit “A,” was created by the City pursuant to the authority of Chapter 372, Texas Local Government Code, as amended (the “PID Act”);

WHEREAS, Landowners own approximately 120.583 acres of land out of the District, identified as “Improvement Area #1” (“IA #1”), which is the area that has been or will be developed and is more particularly described by metes and bounds in Exhibit B-1, and is depicted on the map in Exhibit B-2.”

WHEREAS, 706 Investment owns certain land within IA #1, which is more particularly described and depicted in Exhibit “C;”

WHEREAS, Ashton and Pulte own certain land within IA #1, which is more particularly described and depicted in attached Exhibit “D-1” (owned by Ashton) and “D-2” (owned by Pulte);

WHEREAS, Dwyer owns certain land within IA #1, which is more particularly described in attached Exhibit “E;”

WHEREAS, the land in IA #1 constitutes taxable, privately-owned land located within the District;

WHEREAS, 706 Investment, 706 Development Corporation and the City entered into that certain Lagos Public Improvement District Financing Agreement (as such agreement may be amended from time to time as provided therein, the “PID Financing Agreement”), relating to, among other matters, the levy of assessments on the Property, the issuance of revenue bonds secured by such assessments, and the construction of the “Authorized Improvements” as defined therein;

WHEREAS, 706 Development Corporation has since sold the property within IA #1 that it previously owned on the Effective Date of the PID Financing Agreement and, accordingly, is not a signatory to this Agreement;

WHEREAS, the City Council of the City of Manor (the “City Council”) has contemporaneously herewith adopted an assessment ordinance (Ordinance No. \_\_\_ ) (including all exhibits, the “Assessment Ordinance”) that levied assessments (the “Assessments”) on each assessed parcel within District (each, an “Assessed Parcel”), which Assessments will be pledged as security for the payment of bonds issued by the City (the “PID Bonds”) to pay for, among other things, the costs of constructing the Authorized Improvements that will confer a special benefit on the property in the District;

WHEREAS, the Assessment Ordinance includes an Amended and Restated Service and Assessment Plan 2022 (“Service and Assessment Plan”); and

WHEREAS, the Service and Assessment Plan includes an “Assessment Roll” setting forth the amount of the Assessment for each Assessed Parcel, including the amount of the “Annual Installments” for each Assessment paid in installments.

NOW THEREFORE, for and in consideration of the mutual promises, covenants, obligations, and benefits hereinafter set forth, the Parties agree as follows:

**ARTICLE I**  
**DEFINITIONS; APPROVAL OF AGREEMENTS**

Definitions. Capitalized terms used but not defined in this Agreement (including the exhibits hereto) shall have the meanings given to them in the PID Financing Agreement.

Affirmation of Recitals. The matters set forth in the Recitals of this Agreement are true and correct and are incorporated in this Agreement as official findings of the City Council.

**ARTICLE II**  
**AGREEMENT OF LANDOWNERS**

A. Landowners, to the extent such matters relate to their respective portions of the Property, ratify, confirm, accept, agree to, and approve:

- (i) the creation of the District, the boundaries of the District, and the boundaries of the Assessed Parcels;
- (ii) the location and construction of the Authorized Improvements;
- (iii) the determinations and findings of special benefit to the Assessed Parcels made by the City Council in the Assessment Ordinance and Service and Assessment Plan; and
- (iv) the Assessment Ordinance and the Service and Assessment Plan.

B. Landowners, to the extent such matters relate to their respective portions of the Property, consent, acknowledge, accept, and agree:

- (i) to the Assessments to be levied against the applicable Assessed Parcels as shown on the Assessment Roll, as the Assessment Roll may be amended from time to time;
- (ii) that the Authorized Improvements confer a special benefit on the Assessed Parcels in an amount that exceeds the Assessments against the Assessed Parcels as shown on the Assessment Roll;
- (iii) that the Assessments against the Assessed Parcels are final, conclusive, and binding upon the Landowner and its successors and assigns;
- (iv) to pay the Assessments against the Assessed Parcels when due and in the amounts stated in the Assessment Ordinance, Service and Assessment Plan, and Assessment Roll;
- (v) that each Assessment or reassessment against the Assessed Parcels, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the Assessed Parcels, superior to all other liens claims except liens or claims for state, county, school district or municipality ad valorem taxes, and is a personal liability of and charge against the owner of the Assessed Parcels regardless of whether the owner is named;
- (vi) that Assessment liens on the Assessed Parcels are liens and covenants that run with the land and are effective from the date of the Assessment Ordinance and continue until the Assessments are paid in full and may be enforced by the governing body of the City in the same manner that ad valorem tax liens against real property may be enforced;
- (vii) that delinquent installments of Assessments against the Assessed Parcels shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act;
- (viii) that the owner of an Assessed Parcel may pay at any time the entire Assessment against the Assessed Parcel, with interest that has accrued on the Assessment to the date of such payment;
- (ix) that Annual Installments may be adjusted, decreased, and extended and that owners of the Assessed Parcels shall be obligated to pay such Annual Installments as adjusted, decreased, or extended, when due and without the necessity of further action, assessments, or reassessments by the City Council, provided that the principal portion of the Annual Installments shall not increase without a public hearing as provided in Section 372.016 of the PID Act; and
- (x) that each Landowner has received, or hereby waives, all notices required by State law (including, but not limited to the PID Act) in connection with the creation of the District and the adoption and approval by the City Council of the Assessment Ordinance, the Service and Assessment Plan, and the Assessment Roll.

C. Landowners, to the extent such matters relate to their respective portions of the Property, hereby waive:

- (i) any and all defects, irregularities, illegalities or deficiencies in the proceedings establishing the District, defining the Assessed Parcels, adopting the Assessment Ordinance, Service and Assessment Plan, and Assessment Roll, levying of the Assessments, and determining the amount of the Annual Installments of the Assessments;
- (ii) any and all notices and time periods provided by the PID Act including, but not limited to, notice of the creation of the District and notice of public hearings regarding the approval of the Assessment Ordinance, Service and Assessment Plan, and Assessment Roll and regarding the levy of the Assessments and determining the amount of the Annual Installments of the Assessments;

- (iii) any and all actions and defenses against the adoption or amendment of the Assessment Ordinance, Service and Assessment Plan, and Assessment Roll;
- (iv) any and all actions and defenses against the City’s finding of “special benefit” pursuant to the PID Act and as set forth in the Service and Assessment Plan and the levy of the Assessments and determining the amount of the Annual Installments of the Assessments; and
- (v) any right to object to the legality of the Assessment Ordinance, the Service and Assessment Plan, the Assessment Roll, or the Assessments or to any proceedings connected therewith.

**ARTICLE III**  
**TEXAS PROPERTY CODE SECTION 5.014 NOTICE**

The following notice is required to be given by any seller of any Assessed Parcel that is “real property,” pursuant Section 5.014 of the Texas Property Code, to the purchaser of such real property before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract:

**NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT  
DISTRICT ASSESSMENT TO THE CITY OF MANOR, TEXAS,  
CONCERNING THE FOLLOWING PROPERTY  
(insert property address)**

As the purchaser of the real property located in a public improvement district described above, you are obligated to pay assessments to the City of Manor, Texas, for the costs of a portion of a public improvement or services project (“*Authorized Improvements*”) undertaken for the benefit of the property within the Lagos Public Improvement District (“*District*”) created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the district. More information about the assessments, including the amount and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.



The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Date: \_\_\_\_\_ Signature of Purchaser: \_\_\_\_\_

At the closing of each purchase and sale, each Landowner agrees to execute, and have executed by the purchaser, a separate copy of the notice required by Section 5.014 with current information, and to record or have recorded the notice in the Official Public Records of Travis County.

**ARTICLE IV**  
**DEDICATION OF AUTHORIZED IMPROVEMENTS**

Landowners acknowledge that the Authorized Improvements, together with the land, easements, or other rights-of-way needed for the Authorized Improvements, shall be dedicated to the City, Travis County, or Owner’s Association. Landowners agree to execute such conveyances and/or dedications as may be reasonably required to evidence the same.

**ARTICLE V**  
**MEMORANDUM OF ASSESSMENT ORDINANCE**

At its election, the City may record in the Official Public Records of Travis County a memorandum against the Property (or such applicable portions thereof) relating to the Assessment Ordinance approved by the City Council that further evidences the lien and encumbrances created upon the Property (or such applicable portions thereof) and/or the name and contact information of the Administrator of the District who can provide additional information and documentation regarding the Assessments.

**ARTICLE VI**  
**MISCELLANEOUS**

A. Notices. Any notice or other communication (a “Notice”) required or contemplated by this Agreement shall be given at the addresses set forth below. Notices as to one or more Assessed Parcels shall only be given to the Landowner that owns the applicable Assessed Parcels. Notices as to all of the Property shall be given to all Landowners. Notices shall be in writing and shall be deemed given: (i) five business days after being deposited in the United States Mail, Registered or Certified Mail, Return Receipt Requested; or (ii) when delivered by a nationally recognized private delivery service (e.g., FedEx or UPS) with evidence of delivery signed by any person at the delivery address. Each Party may change its address by written notice to the other Parties in accordance with this section.

Landowners:

706 Investment Partnership, Ltd.  
c/o Dwyer Realty Co. Inc.  
Attn: Pete Dwyer  
9900 Hwy 290 East  
Manor, TX 78653

Peter A. Dwyer  
 9900 Hwy 290 East  
 Manor, TX 78653

With a copy to (for notices to  
 706 Investment Partnership Ltd. and Dwyer):  
 Armbrust & Brown, PLLC  
 Attn: Sharon J. Smith  
 100 Congress Avenue, Suite 1300  
 Austin, Texas 78701  
 Facsimile: (512) 435-6590

Ashton Austin Residential L.L.C.  
 Attn: Keith Pearson  
 10721 Research Boulevard, Suite B-210  
 Austin, Texas 78759

Pulte Homes of Texas, L.P.  
 Attn: Stephen Ashlock  
 9401 Amberglen Blvd., Bldg I, Suite 150  
 Austin, Texas 78729

City:  
 City of Manor  
 Attn: Scott Dunlop, Interim City Manager  
 105 E. Eggleston  
 Manor, Texas 78653

B. Parties in Interest. In the event of the sale or transfer of an Assessed Parcel or any portion thereof to a non-end user or homeowner, the purchaser or transferee shall be deemed to have assumed the obligations of the Landowners with respect to such Assessed Parcel or such portion thereof, and the seller or transferor shall be released with respect to such Assessed Parcel or portion thereof. Notwithstanding the foregoing, the holders of PID Bonds are express beneficiaries of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the Parties.

C. Amendments. This Agreement may be amended only by a written instrument executed by all the Parties. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of the Land and recorded in the Official Public Records of Travis County, Texas.

D. Estoppels. Within 10 days after written request from any Party, the other Party shall provide a written certification indicating whether this Agreement remains in effect as to an Assessed Parcel and whether any Party is then in default hereunder.

E. Termination. This Agreement shall terminate as to each Assessed Parcel upon payment in full of the Assessment against the Assessed Parcel.

[SIGNATURE PAGES TO FOLLOW]

EXECUTED by the Parties on the dates stated below.

**CITY OF MANOR, TEXAS**

By: \_\_\_\_\_  
Name: Dr. Christopher Harvey  
Title: Mayor  
Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Lluvia T. Almaraz, City Secretary

**ACKNOWLEDGMENT**

STATE OF TEXAS            §  
  §  
COUNTY OF \_\_\_\_\_    §

THIS INSTRUMENT is acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 2022, by Dr. Christopher Harvey, as Mayor of the City of Manor, Texas and attested to by Lluvia T. Almaraz, City Secretary of the City of Manor, Texas, on behalf of the City.

(SEAL)

\_\_\_\_\_  
Notary Public Signature

**706 INVESTMENT PARTNERSHIP, LTD.,**  
a Texas limited partnership

By: 706 Investment GP, Inc.,  
a Texas corporation, its General Partner

By: \_\_\_\_\_  
Name: Peter A. Dwyer  
Title: President  
Date: \_\_\_\_\_

ACKNOWLEDGMENT

THE STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Peter A. Dwyer, President of 706 Investment GP, Inc., a Texas corporation, General Partner of 706 Investment Partnership, Ltd., a Texas limited partnership on behalf of the partnerships.

\_\_\_\_\_  
Notary Public Signature

(SEAL)

**ASHTON AUSTIN RESIDENTIAL L.L.C.,**  
a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ACKNOWLEDGMENT**

THE STATE OF \_\_\_\_\_

§

COUNTY OF \_\_\_\_\_

§

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, \_\_\_\_\_ of Ashton Austin Residential L.L.C., a Texas limited liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public Signature

(SEAL)

**PULTE HOMES OF TEXAS, L.P.,**  
a Texas limited partnership

By: Pulte Nevada I LLC,  
a Delaware limited liability company,  
its general partner

By: \_\_\_\_\_  
Stephen Ashlock  
Vice President of Land Development  
Date: \_\_\_\_\_

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF TRAVIS    §

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by Stephen Ashlock as Vice President of Land Development of Pulte Nevada I LLC, a Delaware limited liability company, as general partner of Pulte Homes of Texas, L.P., a Texas limited partnership, on behalf of that limited liability company and that limited partnership.

\_\_\_\_\_  
Notary Public, State of Texas

(seal)

**PETER A. DWYER**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**ACKNOWLEDGMENT**

THE STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Peter A. Dwyer, individually.

\_\_\_\_\_  
Notary Public Signature

(SEAL)

After Recording Return to:  
City of Manor  
Attn: City Secretary  
105 E. Eggleston Street  
Manor, Texas 78653



## EXHIBIT A DISTRICT LEGAL DESCRIPTION

### LEGAL DESCRIPTION 173.212 ACRES OF LAND

173.212 acres of land located in James Manor Survey No. 40, Abstract No. 546, the Calvin Barker Survey No. 38, Abstract No. 58, the James Manor Survey No. 39, Abstract No. 528, the James H. Manor Survey No. 37, Abstract No. 520 Travis County, Texas and being a portion of that certain tract of land conveyed to 706 Investment Partnership, LTD., a Texas limited partnership, as described in Document Number 2005114143, Official Public Records of Travis County, Texas; said 173.212 acres being more particularly described as follows:

**BEGINNING**, at a set ½ inch iron rod with KHA cap, marking the intersection of the southerly right of way line of Blake Manor Road (variable right of way), with the easterly right of way line of F.M. 973, same being the northwesterly corner of said 706 Investment Partnership, LTD. Tract;

**THENCE**, along the southerly line of said Blake Manor Road, the following courses:

South 79deg 43' 00" East, a distance of 1399.04 feet, to a found ½ inch iron rod with cap;  
 North 27deg 58' 57" East, a distance of 1.64 feet, to a found ½ inch iron rod with cap;  
 Southeasterly, along the arc of a curve to the right having a radius of 785.51 feet, a central angle of 12deg 02' 09", an arc length of 165.01 feet and a chord bearing: South 64deg 48' 28" East, 164.70 feet, to a found ½ inch iron rod with cap;  
 South 58deg 53' 38" East, a distance of 851.34 feet, to a found ½ inch iron rod with cap;  
 Southeasterly, along the arc of a curve to the right having a radius of 785.51 feet, a central angle of 29deg 49' 04", an arc length of 408.79 feet and a chord bearing: South 44deg 01' 37" East, 404.20 feet, to a found ½ inch iron rod with cap;  
 South 29deg 04' 06" East, a distance of 1115.99 feet, to a set ½ inch iron rod with "KHA" cap;

**THENCE**, leaving the southerly line of Blake Manor Road and across the said 706 Investment Partnership, LTD. tract, the following courses:

South 61deg 50' 31" West, a distance of 2766.50 feet, to a set ½ inch iron rod with "KHA" cap;  
 Southwesterly, along the arc of a curve to the right having a radius of 1000.00 feet, a central angle of 36deg 16' 07", an arc length of 633.01 feet and a chord bearing: South 80deg 00' 08" West, 622.49 feet, to a found ½ inch iron rod with cap;  
 North 81deg 51' 49" West, a distance of 626.86 feet, to a set ½ inch iron rod with "KHA" cap located in the easterly right of way line of said F.M. 973;

**THENCE**, along the easterly line of said F.M. 973, the following courses:

North 4°17'10" East, 131.97 feet to a point of for corner;  
 Northeasterly, along the arc of a curve to the right having a radius of 5679.58 feet, a central angle of 6deg 07' 33", an arc length of 607.25 feet and a chord bearing: North 7deg 22' 34" West, 606.96 feet, to a found ½ inch iron rod with cap marking the southwestern-most corner of that certain 13.34 acre tract of land conveyed to the Board of Trustees of the Manor Independent School District, as described in Document Number 2015151286, Official Public Records of Travis County, Texas;

**THENCE**, departing the easterly line of said F.M. 973 and along the boundary of said 13.34 acre tract, the following courses:

South 76°23'26" East, a distance of 256.24 feet to a found ½ inch iron rod with cap for corner;  
 South 80°30'13" East, a distance of 398.47 feet to a found ½ inch iron rod with cap for corner;  
 South 87°44'52" East, a distance of 225.56 feet to a found ½ inch iron rod with cap for corner;  
 North 48°03'21" East, a distance of 396.94 feet to a found ½ inch iron rod with cap of for corner;  
 Northwesterly, along the arc of a curve to the left having a radius of 1365.00 feet, a central angle of 37deg 04' 43", an arc length of 883.35 feet and a chord bearing: North 60deg 29' 01" East, 868.02 feet, to a found ½ inch iron rod with cap;  
 North 79°01'23" West, a distance of 268.98 feet to a found ½ inch iron rod with cap of curvature;

Lagos PID – 173.212 acres  
 Job No. 069241738 – February 22, 2019 – Page 1 of 3

JGM  
2-22-2019

Southwesterly, along the arc of a curve to the left having a radius of 25.00 feet, a central angle of 90deg 00' 48", an arc length of 39.28 feet and a chord bearing: South 55deg 58' 13" West, 35.36 feet, to a found 1/8 inch iron rod with cap located in the easterly right of way line of said F.M. 973;

**THENCE**, North 10°57'49" East, a distance of 2063.79 feet along the easterly right of way line of said F.M. 973 to the **POINT OF BEGINNING**, and containing 173.212 acres of land in Travis County, Texas, as shown in the document saved in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

Basis of Bearings are based on the Texas State Plane Coordinate System (Central Zone, NAD83) which is based GPS observation.

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

*John G. Mosier 2-22-2019*

John G. Mosier  
Registered Professional Land Surveyor No. 6330  
Kimley-Horn and Associates, Inc.  
601 NW Loop 410, Suite 350  
San Antonio, Texas 78216  
Ph. 210-541-9166



**EXHIBIT B-1  
IMPROVEMENT AREA #1 LEGAL DESCRIPTION**

120.582 acres of land, being the 173.212 acres within the Lagos PID, save and except the 48.510 acres comprising the Lagos Phase 1 Final Plat as recorded under Document Number 201800065 of the Official Public Records of Travis County, Texas, and save and except the 4.120 acres in the James Manor Survey, as further described here:

[Remainder of page intentionally left blank]

**A METES AND BOUNDS  
DESCRIPTION OF A  
4.120 ACRE TRACT OF LAND**

**BEING** 4.120 acre (179,467 square feet) tract of land situated in the James Manor Survey No. 40, Abstract No. 546, City of Manor, Travis County, Texas; being a portion of that certain 675.6978 acre tract described in instrument to 706 Investment Partnership, LTD, as described in document No. 2005114143 of the Official Public Records of Travis County; and being more particularly described as follows:

**BEGINNING**, at a 1/2-inch iron rod with a plastic cap stamped "KHA" set at the intersection of the southerly right-of-way line of Blake Manor Road (width varies), with the easterly right-of-way line of F.M. 973 (100' width), marking the northwest corner of said 675.6978 acre tract;

**THENCE**, South 79°43'00" East, 440.25 feet along the southerly right-of-way line of said Blake Manor to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for the northeast corner of herein described tract;

**THENCE**, South 10°19'09" West, 408.18 feet crossing said 675.6978 acre tract to a 1/2-inch iron rod with a plastic cap stamped "KHA" set on the northeasterly line of Lot 1, Block B, Lagos Phase 1, plat of which is recorded in Document No. 201800065 of the Official Public Records of Travis County;

**THENCE**, North 79°02'12" West, 444.81 feet along the northeasterly line of said Lot 1, Block B to a 1/2-inch iron rod with a plastic cap stamped "KHA" set on the easterly right-of-way line of said F.M. 973 for the southwest corner of herein described tract;

**THENCE**, North 10°57'49" East, 402.93 feet along the easterly right-of-way line of said F.M. 973 to the **POINT OF BEGINNING** and containing 4.120 acres of land in Travis County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD'83). This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.



*John G. Mosier*  
9-3-2019

JOHN G. MOSIER  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6330  
601 NW LOOP 410, SUITE 350  
SAN ANTONIO, TEXAS 78216  
PH. 210-541-9166  
greg.mosier@kimley-horn.com

EXHIBIT OF A  
4.120 ACRE TRACT  
JAMES MANOR SURVEY NO. 40  
ABSTRACT NO. 546  
CITY OF MANOR, TRAVIS COUNTY, TEXAS

**Kimley»Horn**

601 NW Loop 410, Suite 350 San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9166 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	MAV	JGM	SEP. 2019	059241722	1 OF 2

MOSIER, GREG 9/3/2019 10:01 AM Y8NAFF01\DATA\PROJECTS\NA\_SURVEY\059241722-LAGOS COMMUNITY\DWG\EXHIBITS\4.120 LEGAL FOR COMMERCIAL TRACT.DWG



**EXHIBIT C**  
**706 INVESTMENT PARTNERSHIP (aka DEVELOPER) LAND**

1. Lot 13, Block F, Lagos Phase 2 Final Plat as recorded under Document Number 202100127 of the Official Public Records of Travis County, Texas.
2. Approximately 10.453 acres of land, as more particularly described and depicted here:

**A METES AND BOUNDS  
DESCRIPTION OF A  
10.453 ACRE TRACT OF LAND**

**BEING** a 10.453 acre (455,344 square feet) tract of land situated in the Calvin Baker Survey No. 38, Abstract No. 58, City of Manor, Travis County, Texas; being a portion of a called 675.6978 acre tract of land described in instrument to 706 Investment Partnership Ltd., recorded in Document No. 2005114143 of the Official Public Records of Travis County; and being more particularly described as follows:

**BEGINNING** at an "X" in concrete found on the southwesterly right-of-way line of Blake Manor Road (variable width) marking the eastmost southeast corner of that certain 72.132 acre tract of land described in instrument to Pulte Homes of Texas, L.P., recorded in Document No. 2021030519 of the Official Public Records of Travis County;

**THENCE**, South 29°04'06" East, 471.49 feet to a point marking the southeast corner of herein described tract;

**THENCE**, South 61°50'31" West, 1400.46 feet departing the southwesterly right-of-way line of said Blake Manor Road and crossing said 675.6978 acre tract to a 1/2-inch iron rod with a plastic cap stamped "KHA" set marking a southerly-southeast corner of said 72.132 acre tract and the south corner of herein described tract;

**THENCE**, along the southeasterly boundary of said 72.132 acre tract, the following sixteen (16) courses and distances:

1. North 42°21'07" West, 51.03 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
2. North 33°37'37" East, 180.27 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. North 56°22'23" West, 120.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
4. North 33°37'37" East, 160.96 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
5. in a northeasterly direction, along a tangent curve to the right, a central angle of 27°18'04", a radius of 275.00 feet, a chord bearing and distance of North 47°16'39" East, 129.80 feet, and a total arc length of 131.04 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
6. North 61°00'12" East, 201.11 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
7. South 27°51'29" East, 120.01 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
8. North 61°19'53" East, 160.01 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
9. North 73°53'33" East, 51.23 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
10. North 71°38'00" East, 58.94 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
11. North 57°02'07" East, 105.51 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
12. North 4°51'33" East, 98.16 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
13. North 28°29'31" West, 194.52 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
14. North 60°55'41" East, 114.39 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
15. North 68°44'15" East, 247.19 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
16. North 60°55'54" East, 50.00 feet to the **POINT OF BEGINNING**, and containing 10.453 acres of land in Travis County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD'83). This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.



JOHN G. MOSIER  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6330  
601 NW LOOP 410, SUITE 350  
SAN ANTONIO, TEXAS 78216  
PH. 210-541-9166  
greg.mosier@kimley-horn.com

*John G. Mosier*  
3-21-2022

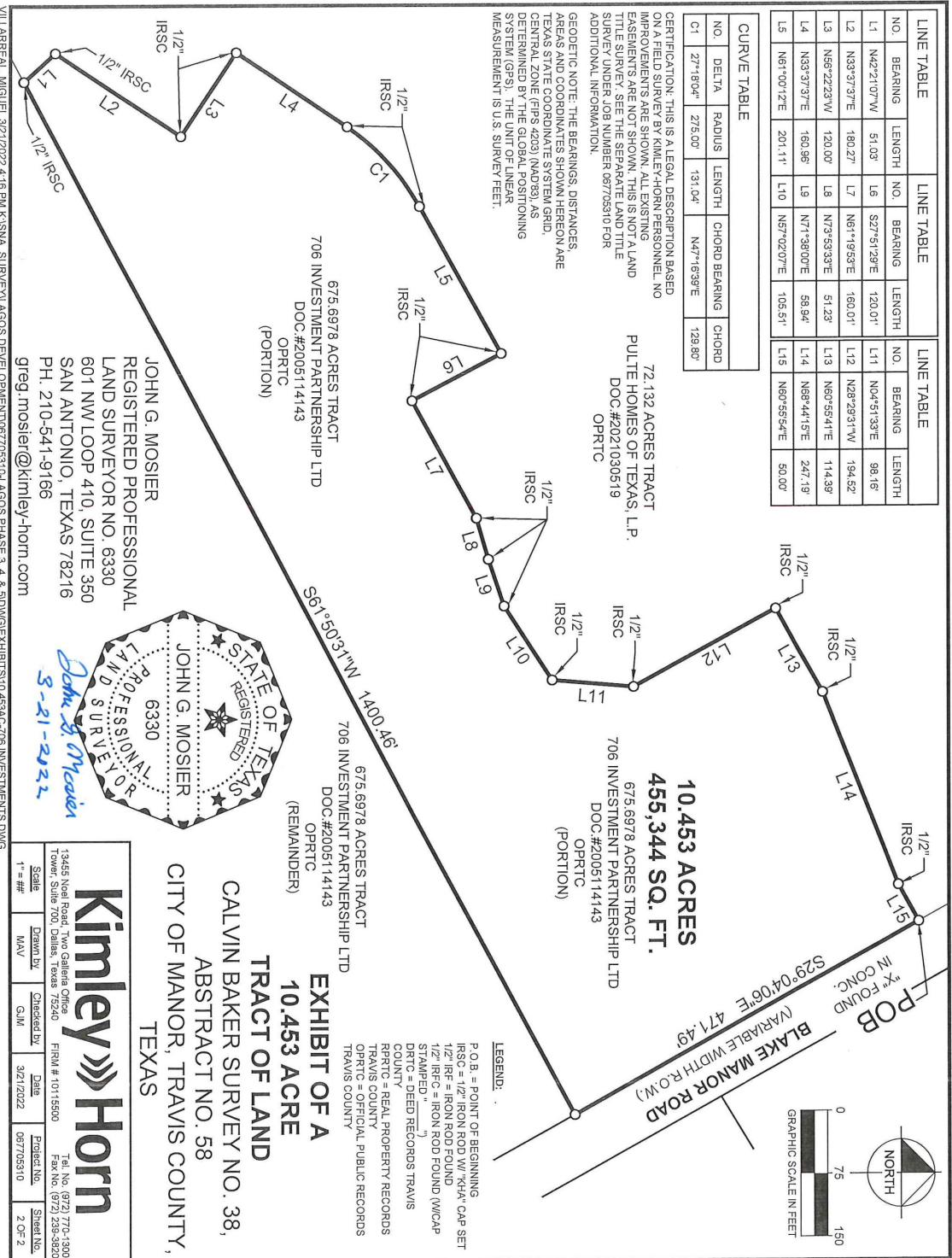
**EXHIBIT OF A  
10.453 ACRE  
TRACT OF LAND**  
CALVIN BAKER SURVEY NO. 38,  
ABSTRACT NO. 58  
CITY OF MANOR, TRAVIS COUNTY,  
TEXAS

**Kimley»Horn**

601 NW Loop 410, Suite 350 San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9166 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	###	JGM	3/21/2022	###	1 OF 2

VILLARREAL, MIGUEL 3/21/2022 4:14 PM KISNA\_SURVEYLAGOS DEVELOPMENT\067705310-LAGOS PHASE 3, 4, & 5\DWG\EXHIBITS\10.453AC-706 INVESTMENTS.DWG





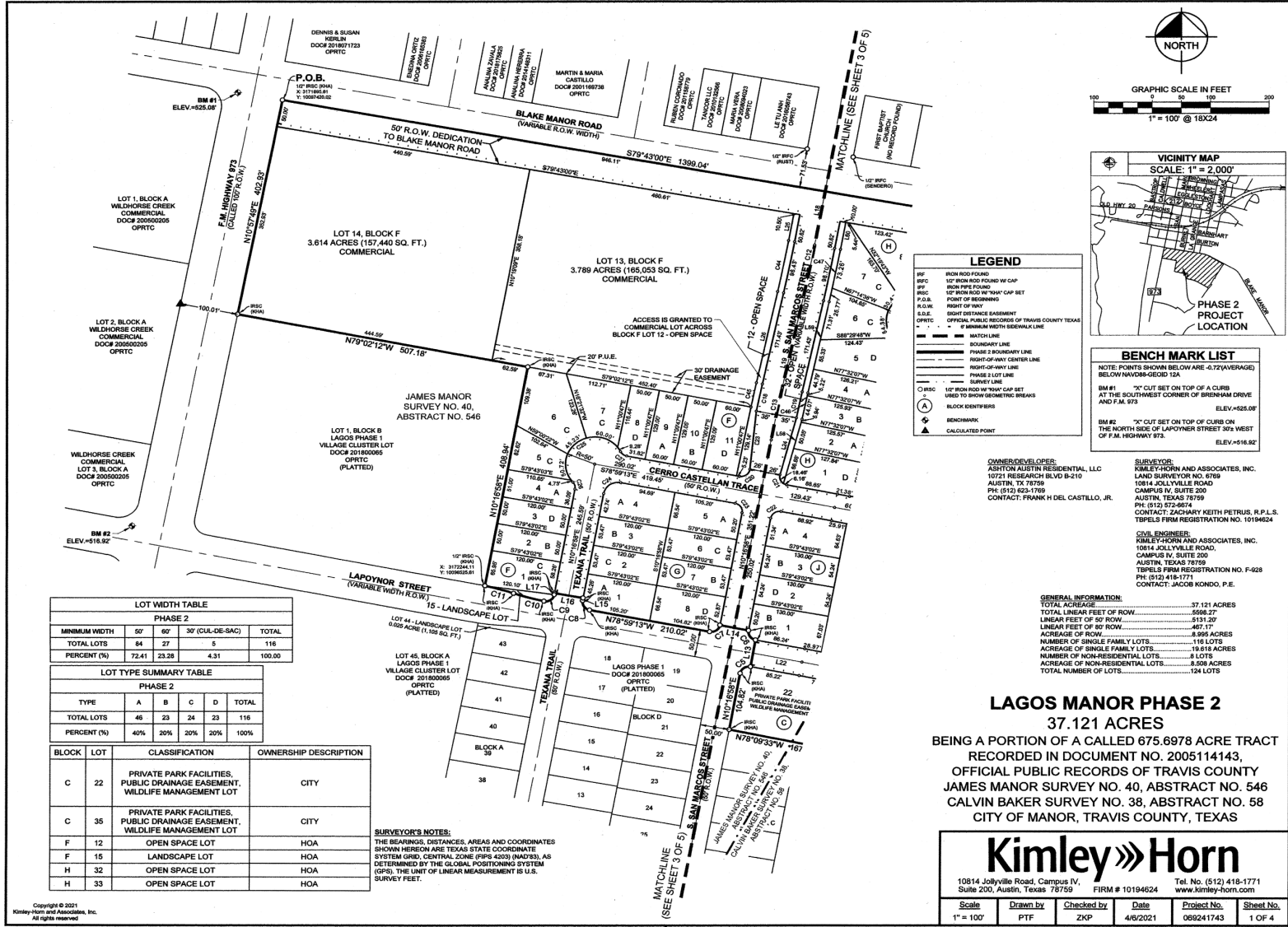
**EXHIBIT D-1**  
**ASHTON AUSTIN RESIDENTIAL L.L.C. LAND**

Lagos Phase 2 Final Plat (attached hereto) as recorded under Document Number 202100127 of the Official Public Records of Travis County, Texas, SAVE and EXCEPT Lot 13, Block F and Lot 14, Block F.

05/25/2021

\$ 129

202100127



LOT WIDTH TABLE			
PHASE 2			
MINIMUM WIDTH	50'	80'	30' (CUL-DE-SAC)
TOTAL LOTS	84	27	5
PERCENT (%)	72.41	23.28	4.31

LOT TYPE SUMMARY TABLE				
PHASE 2				
TYPE	A	B	C	D
TOTAL LOTS	46	23	24	31
PERCENT (%)	40%	20%	20%	20%

BLOCK	LOT	CLASSIFICATION	OWNERSHIP DESCRIPTION
C	22	PRIVATE PARK FACILITIES, PUBLIC DRAINAGE EASEMENT, WILDLIFE MANAGEMENT LOT	CITY
C	35	PRIVATE PARK FACILITIES, PUBLIC DRAINAGE EASEMENT, WILDLIFE MANAGEMENT LOT	CITY
F	12	OPEN SPACE LOT	HOA
F	15	LANDSCAPE LOT	HOA
H	32	OPEN SPACE LOT	HOA
H	33	OPEN SPACE LOT	HOA

**SURVEYOR'S NOTES:**  
THE BEARING, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID. CENTRAL ZONE (PRG 4309) (NAD83) AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

**LAGOS MANOR PHASE 2**  
37.121 ACRES  
BEING A PORTION OF A CALLED 675.6978 ACRE TRACT RECORDED IN DOCUMENT NO. 2005114143, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 546 CALVIN BAKER SURVEY NO. 38, ABSTRACT NO. 58 CITY OF MANOR, TRAVIS COUNTY, TEXAS

**Kimley»Horn**  
10814 Jollyville Road, Campus IV Suite 200, Austin, Texas 78759 FIRM # 10194624 Tel. No. (512) 418-1771 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	PTF	ZKP	4/6/2021	069241743	1 OF 4



## EXHIBIT D-2 PULTE HOMES OF TEXAS, L.P. LAND

**A METES AND BOUNDS  
DESCRIPTION OF A  
72.132 ACRE TRACT OF LAND**

**BEING** a 72.132 acre (3,142,052 square feet) tract of land situated in the James Manor Survey No. 40, Abstract No. 546 and the Calvin Baker Survey No. 38, Abstract No. 58, City of Manor, Travis County, Texas; being a portion of a called 675.6978 acre tract of land described in instrument to 706 Investment Partnership Ltd. recorded in Document No. 2005114143 of the Official Public Records of Travis County; and being more particularly described as follows:

**BEGINNING** at a 1/2-inch iron rod with a plastic cap stamped "KHA" set at the intersection of with the southeasterly right-of-way line of Lagos Grandes Way (50 foot width) and the southwesterly right-of-way line of Blake Manor Road (variable width) and marking the northeastern-most subdivision corner of Lagos Phase 2, plat pending in the Official Public Records of Travis County, on the southwesterly right-of-way line of Blake Manor Road from which a 1/2-inch iron rod with plastic cap stamped "Capitol Surveying" bears North 58°53'38" West, 591.85 feet to the **POINT OF BEGINNING** at an east corner of proposed Lagos Phase 2, for a north corner of this tract;

**THENCE**, continuing along the southerly right-of-way line of said Blake Manor Road the following three (3) courses and distances:

1. South 58°53'38" East, 259.49 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set at a point of curvature;
2. in a southeasterly direction, along a tangent curve to the right, a central angle of 29°49'04", a radius of 785.51 feet, a chord bearing and distance of South 44°01'37" East, 404.20 feet, and a total arc length of 408.79 feet to a 1/2-inch iron rod with a plastic cap stamped "Capitol Surveying" found for corner;
3. South 29°04'06" East, 644.51 feet to a "X" cut in concrete set marking the east corner of this tract;

**THENCE**, departing the southwesterly right-of-way line of said Blake Manor Road and crossing said 675.6978 acre tract the following twenty-five (25) courses and distances:

1. South 60°55'54" West, 50.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
2. South 68°44'15" West, 247.19 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. South 60°55'41" West, 114.39 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
4. South 28°29'31" East, 194.52 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
5. South 4°51'33" West, 98.16 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
6. South 57°02'07" West, 105.51 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
7. South 71°38'00" West, 58.94 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
8. South 73°53'33" West, 51.23 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
9. South 61°19'53" West, 160.01 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
10. North 27°51'29" West, 120.01 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
11. South 61°00'12" West, 201.11 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
12. in a southwesterly direction, along a tangent curve to the left, a central angle of 27°18'04", a radius of 275.00 feet, a chord bearing and distance of South 47°16'39" West, 129.80 feet, and a total arc length of 131.04 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
13. South 33°37'37" West, 160.96 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
14. South 56°22'23" East, 120.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
15. South 33°37'37" West, 180.27 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
16. South 42°21'07" East, 51.03 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
17. South 61°50'31" West, 1366.04 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
18. in a southwesterly direction, along a tangent curve to the right, a central angle of 36°16'07", a radius of 1000.00 feet, a chord bearing and distance of South 80°00'08" West, 622.49 feet, and a total arc length of 633.01 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for point of tangency;
19. North 81°51'49" West, 507.74 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
20. North 57°51'29" East, 105.83 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
21. North 3°30'06" West, 116.05 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
22. North 11°09'23" East, 99.76 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
23. North 42°02'02" East, 131.35 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
24. North 67°53'03" East, 226.77 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;

25. North 4°46'08" West, 210.55 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set in the southerly boundary line of a called 13.34 acre tract of land described to the Board of Trustees of the Manor Independent School District as shown on instrument recorded in Document No. 2015151286 of the Official Public Records of Travis County; for an exterior corner of this tract;

**THENCE**, along the boundary of said 13.34 acre tract the following four (4) courses and distances:

1. South 80°30'13" East, 232.76 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
2. South 87°44'52" East, 225.56 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. North 48°03'21" East, 396.94 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for an interior corner of this tract;
4. in a northwesterly direction, along a non-tangent curve to the left, a central angle of 13°48'44", a radius of 1365.00 feet, a chord bearing and distance of North 48°52'09" West, 328.27 feet, and a total arc length of 329.06 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found at the southerly corner of the east terminus of Murchison Street and a south corner of Lagos Phase 1, plat of which is recorded in Document No. 201800065 of the Official Public Records of Travis County; for an east corner of this tract;

**THENCE**, North 34°13'29" East, 70.00 feet along the east terminus line of said Murchison Street to a 1/2-inch iron rod with a plastic cap stamped "KHA" found at the northerly corner of the east terminus of said Murchison Street, for a north corner of this tract;

**THENCE**, along the boundary of said Lagos Phase 1 the following ten (10) courses and distances:

1. in a southeasterly direction, along a non-tangent curve to the right, a central angle of 13°00'58", a radius of 1435.00 feet, a chord bearing and distance of South 49°16'02" East, 325.30 feet, and a total arc length of 326.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found for corner;
2. North 49°42'30" East, 69.90 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found for corner;
3. North 50°32'36" East, 59.01 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found for corner;
4. North 67°24'58" East, 51.56 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found for corner;
5. North 69°34'19" East, 41.67 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found for corner;
6. North 54°27'18" East, 50.01 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found for corner;
7. North 53°16'10" East, 200.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found for corner;
8. North 42°29'28" East, 49.81 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found for corner;
9. North 33°37'37" East, 650.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found for corner;
10. North 35°15'25" East, 68.67 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" found at an east corner of said Lagos Phase 1 and a south corner of said proposed Lagos Phase 2, for an angle corner of this tract;

**THENCE**, along the southeasterly boundary line of said proposed Lagos Phase 2 the following ten (10) courses and distances:

1. North 40°30'41" East, 71.49 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
2. North 43°15'00" East, 70.22 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. North 31°06'30" East, 50.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
4. North 58°53'30" West, 31.88 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
5. in a northwesterly direction, along a tangent curve to the right, a central angle of 89°59'52", a radius of 15.00 feet, a chord bearing and distance of North 13°53'34" West, 21.21 feet, and a total arc length of 23.56 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;
6. North 31°06'22" East, 210.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of curvature;
7. in a northeasterly direction, along a tangent curve to the right, a central angle of 90°00'09", a radius of 15.00 feet, a chord bearing and distance of North 76°06'26" East, 21.21 feet, and a total arc length of 23.56 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
8. North 31°06'17" East, 50.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
9. in a northwesterly direction, along a non-tangent curve to the right, a central angle of 89°59'51", a radius of 15.00 feet, a chord bearing and distance of North 13°53'34" West, 21.21 feet, and a total arc length of 23.56 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for a point of tangency;

10. North 31°06'22" East, 543.92 feet to the **POINT OF BEGINNING**, and containing 72.132 acres of land in Travis County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD'83). This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

*John G. Mosier* 11-13-2020

John G. Mosier  
Registered Professional Land Surveyor No. 6330  
Kimley-Horn and Associates, Inc.  
601 NW Loop 410, Suite 350  
San Antonio, Texas 78216  
Ph. 210-541-9166  
greg.mosier@kimley-horn.com



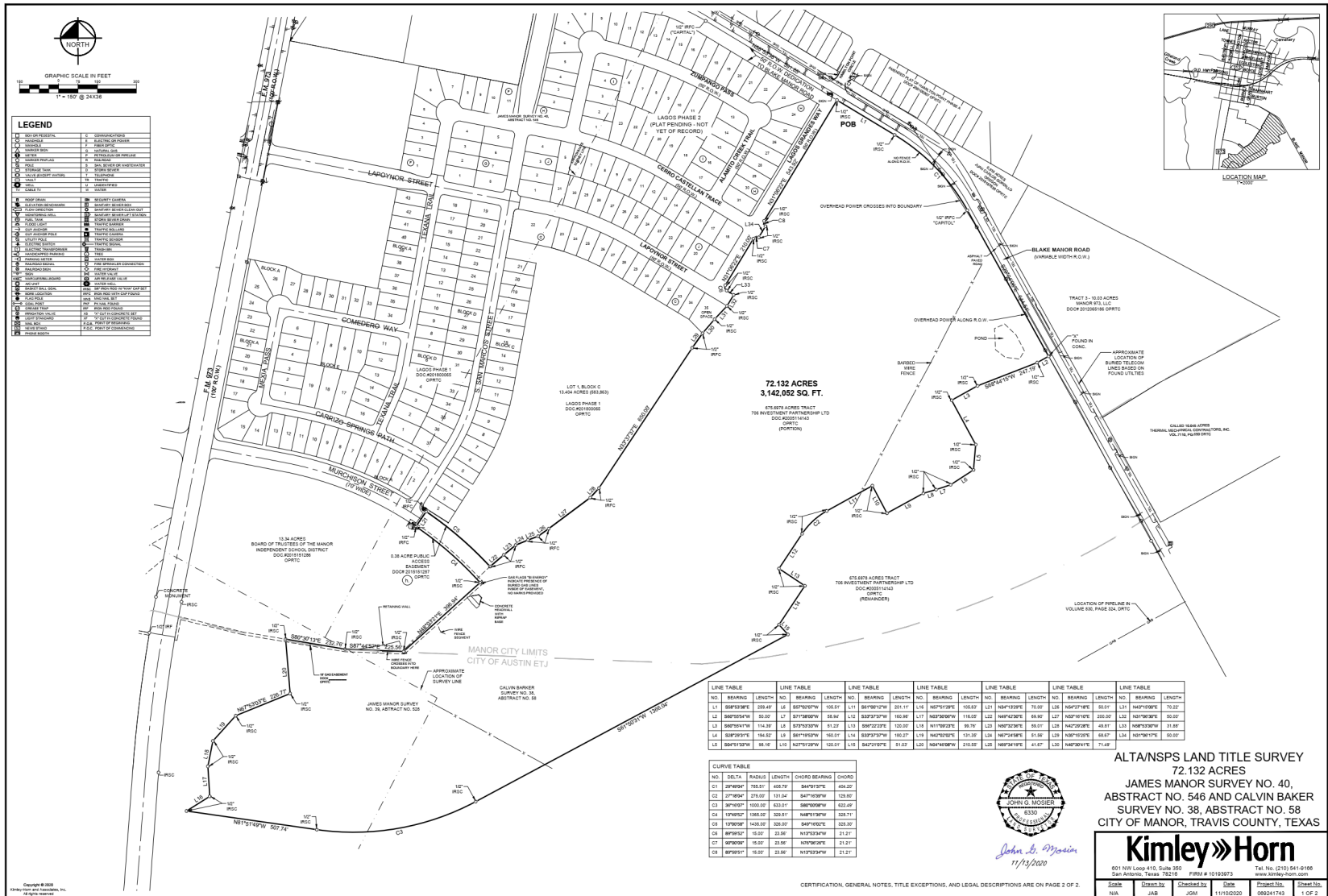


Exhibit D-2, Page 4

**EXHIBIT E**  
**PETER A. DWYER LAND**

Lot 1, Block R, Lagos Phase 4 and 5 Final Plat as recorded under Document Number 202200060 of the Official Public Records of Travis County, Texas.





**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** April 6, 2022  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Development Services

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on the Third Amendment to the Restated, Revised and Amended Agreement Regarding the Creation and Operation of the Presidential Glen Municipal Utility District.

**BACKGROUND/SUMMARY:**

The developer is requesting this third amendment to remove a property owner as a party to the Restated, Revised and Amended Agreement Regarding the Creation and Operation of the Presidential Glen Municipal Utility District (MUD). The developer contemplated that the tract of land owned by the property owner would be acquired by the developer and the tract of land would be annexed into the MUD. The tract of land was not acquired by the Developer or annexed into the MUD. The tract of land in question was also recently removed from the separate development agreement for the Presidential Glen subdivision.

**LEGAL REVIEW:** Yes

**FISCAL IMPACT:**

**PRESENTATION:**

**ATTACHMENTS:** Yes

- Third Amendment to the Restated, Revised and Amended Agreement

**STAFF RECOMMENDATION:**

It is city staff’s recommendation that the City Council approve the Third Amendment to the Restated, Revised and Amended Agreement Regarding the Creation and Operation of the Presidential Glen Municipal Utility District.

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

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**THIRD AMENDMENT TO  
RESTATED, REVISED AND AMENDED  
AGREEMENT REGARDING THE CREATION AND OPERATION OF  
THE PRESIDENTIAL GLEN MUNICIPAL UTILITY DISTRICT**

This **THIRD AMENDMENT TO RESTATED, REVISED AND AMENDED AGREEMENT REGARDING THE CREATION AND OPERATION OF THE PRESIDENTIAL GLEN MUNICIPAL UTILITY DISTRICT** (this “*Amendment*”) is entered into effective as of \_\_\_\_\_, 2022 among the **CITY OF MANOR, TEXAS**, a Texas home rule municipal corporation (the “*City*”); **PRESIDENTIAL GLEN, LTD.**, a Texas limited partnership (“*Presidential Glen*” or the “*Developer*”); **WEST ELGIN DEVELOPMENT CORPORATION**, a Texas corporation (“*Elgin*”); **LGI HOMES - TEXAS, LLC**, a Texas limited liability company (“*LGI*”); **TERRELL TIMMERMANN FARMS, LP**, a Texas limited partnership (“*Timmermann Farms*”); and **PRESIDENTIAL GLEN MUNICIPAL UTILITY DISTRICT**, a municipal utility district created under Chapters 49 and 54 of the Texas Water Code (the “*District*”). The City, Presidential Glen, Elgin, LGI, Timmermann Farms, and the District are sometimes referred to herein collectively as the “*Parties*” or individually as the “*Party*”.

**RECITALS**

A. The City, the District, and Presidential Glen (individually and as agent for BAD Gunn Limited Partnership, a Texas limited partnership (“*BAD Gunn*”), the Estate of Robert Andrew Gunn (the “*Robert Gunn Estate*”), and Elgin previously entered in a Restated, Revised and Amended Agreement Regarding the Creation and Operation of the Presidential Glen Municipal Utility District dated effective June 19, 2009 (the “*Restated Consent Agreement*”), which, among other things, memorialized the City’s consent to the creation of the District over ±212 acres and set forth certain terms and conditions governing the construction, financing, operation, maintenance, and ownership of the water, sewer, and drainage utilities and park and recreational facilities serving the property within the District.

B. In 2012, Terrell Timmermann acquired the ±29 acre “Gunn Tract” described in the Restated Consent Agreement, which was originally owned by the Robert Gunn Estate, and became the successor to all rights, obligations, and interests of the Robert Gunn Estate under the Restated Consent Agreement.

C. In January 2014, LGI acquired ±116.694 acres in the District from Presidential Glen as well as all of BAD Gunn’s property in the District (collectively, the “*LGI Property*”), and became the successor to the rights, obligations, and interests of BAD Gunn and Presidential Glen under the Restated Consent Agreement with respect to the LGI Property.

D. In 2016, the City, the District, Presidential Glen, Elgin, LGI, and Geraldine Timmermann, individually and as Independent Executor of The Estate of Terrell Timmermann, Deceased, amended the Restated Consent Agreement pursuant to a First Amendment to Restated, Revised and Amended Agreement Regarding the Creation and Operation of the Presidential Glen Municipal Utility District dated effective November 29, 2016 to modify the mechanics of how and when the Utility System, the Drainage System, and the Park Facilities, as such terms are defined in the Restated Consent Agreement, will be constructed, owned, operated, and maintained.

E. In 2017, Geraldine Timmermann conveyed the Gunn Tract to Timmermann Farms.

F. Subsequently, the City, the District, Presidential Glen, Elgin, and Timmerman

Farms further amended the Restated Consent Agreement pursuant to a Second Amendment to Restated, Revised and Amended Agreement Regarding the Creation and Operation of the Presidential Glen Municipal Utility District dated effective as of March 4, 2020 to adjust the contractual limitations on the District’s bonding authority. The Restated Consent Agreement, as amended, is referred to herein as the “Consent Agreement”.

G. At the time that the Consent Agreement was originally entered into it was contemplated that the Gunn Tract would be acquired by the Developer, annexed into the District, and developed as part of the Presidential Glen subdivision. The Gunn Tract was never acquired by the Developer or annexed into the boundaries of the District and was recently removed from the separate development agreement for the Presidential Glen subdivision. Accordingly, the Parties now desire to amend the Consent Agreement to remove Timmermann Farms as a Party to, and delete the Gunn Tract from, the Consent Agreement.

**AGREEMENT**

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. Incorporation of Recitals. The recitals set forth above are incorporated herein and made a part of this Amendment to the same extent as if set forth herein in full.
- 2. Defined Terms. Capitalized terms not defined in this Amendment have the meanings ascribed thereto in the Consent Agreement.
- 3. Removal of Timmermann Farms and the Gunn Tract from the Consent Agreement. Timmermann Farms is hereby removed as a Party to the Consent Agreement for all purposes, and the Gunn Tract is hereby deleted from the Consent Agreement for all purposes.
- 4. Effect of Amendment. Except as specifically provided in this Amendment, the terms of the Consent Agreement continue to govern the rights and obligations of the parties, and the terms of the Consent Agreement remain in full force and effect. If there is any conflict or inconsistency between this Amendment and the Consent Agreement, this Amendment will control and modify the Consent Agreement.
- 5. Counterparts. To facilitate execution, (a) this Amendment may be executed in any number of counterparts; (b) the signature pages taken from separate individually executed counterparts of this instrument may be combined to form multiple fully executed counterparts; and (c) a signature delivered by facsimile or in another electronic format (*e.g.*, .PDF via email) will be deemed to be an original signature for all purposes. All executed counterparts of this instrument will be deemed to be originals, and all such counterparts, when taken together, will constitute one and the same agreement.

\* \* \*

**IN WITNESS WHEREOF**, the Parties have executed this Amendment to be effective as of the date first written above.

[counterpart signature pages follow]

**COUNTERPART SIGNATURE PAGE TO:**

**THIRD AMENDMENT TO  
RESTATED, REVISED AND AMENDED  
AGREEMENT REGARDING THE CREATION AND OPERATION OF  
THE PRESIDENTIAL GLEN MUNICIPAL UTILITY DISTRICT**

**CITY:**

**CITY OF MANOR, TEXAS**

By: \_\_\_\_\_  
Dr. Christopher Harvey, Mayor

**THE STATE OF TEXAS §  
  §  
COUNTY OF TRAVIS §**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Dr. Christopher Harvey, Mayor of the City of Manor, a Texas municipal corporation, on behalf of said city.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

**COUNTERPART SIGNATURE PAGE TO:**

**THIRD AMENDMENT TO  
RESTATED, REVISED AND AMENDED  
AGREEMENT REGARDING THE CREATION AND OPERATION OF  
THE PRESIDENTIAL GLEN MUNICIPAL UTILITY DISTRICT**

**PRESIDENTIAL GLEN:**

**PRESIDENTIAL GLEN, LTD.**, a Texas limited partnership

By: Presidential Glen GP, Inc., a Texas corporation, as sole general partner

By: \_\_\_\_\_  
Peter A. Dwyer, President

**THE STATE OF TEXAS §  
  §  
COUNTY OF TRAVIS §**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Peter A. Dwyer, President of Presidential Glen GP, Inc., a Texas corporation, general partner of Presidential Glen, Ltd., a Texas limited partnership, on behalf of said corporation and said limited partnership.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

**COUNTERPART SIGNATURE PAGE TO:**

**THIRD AMENDMENT TO  
RESTATED, REVISED AND AMENDED  
AGREEMENT REGARDING THE CREATION AND OPERATION OF  
THE PRESIDENTIAL GLEN MUNICIPAL UTILITY DISTRICT**

**ELGIN:**

**WEST ELGIN DEVELOPMENT  
CORPORATION**, a Texas corporation

By: \_\_\_\_\_  
Peter A. Dwyer, President

**THE STATE OF TEXAS §  
  §  
COUNTY OF TRAVIS §**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Peter A. Dwyer, President of West Elgin Development Corporation, a Texas corporation, on behalf of said corporation.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas



**COUNTERPART SIGNATURE PAGE TO:**

**THIRD AMENDMENT TO  
RESTATED, REVISED AND AMENDED  
AGREEMENT REGARDING THE CREATION AND OPERATION OF  
THE PRESIDENTIAL GLEN MUNICIPAL UTILITY DISTRICT**

**TIMMERMANN FARMS:**

**TERRELL TIMMERMANN FARMS,  
LP**, a Texas limited partnership

By: Timmermann GP, LLC, a Texas  
limited liability company, its General  
Partner

By: \_\_\_\_\_  
Barth Timmermann, Manager

**THE STATE OF TEXAS §  
  §  
COUNTY OF TRAVIS §**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Barth Timmermann, Manager of Timmermann GP, LLC, a Texas limited liability company, General Partner of Terrell Timmermann Farms, LP, a Texas limited partnership, on behalf of said limited liability company and limited partnership.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas



**COUNTERPART SIGNATURE PAGE TO:**

**THIRD AMENDMENT TO  
RESTATED, REVISED AND AMENDED  
AGREEMENT REGARDING THE CREATION AND OPERATION OF  
THE PRESIDENTIAL GLEN MUNICIPAL UTILITY DISTRICT**

**DISTRICT:**

**PRESIDENTIAL GLEN MUNICIPAL  
UTILITY DISTRICT**

By: \_\_\_\_\_  
Kevin Coleman, President  
Board of Directors

**THE STATE OF TEXAS §  
  §  
COUNTY OF TRAVIS §**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Kevin Coleman, President of the Board of Directors of Presidential Glen Municipal Utility District, a political subdivision of the State of Texas, on behalf of said district.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** April 6, 2022  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a Resolution accepting the petition for voluntary annexation of 11.408 acres, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits and setting a date for a public hearing.

**BACKGROUND/SUMMARY:**

There are two remnant tracts – a 2 acre and a 9.4 acre, that were not included when the rest of the tract was annexed in February 2008. The entire 85 acre tract is proposed to be zoned and developed so the owner is requesting the two previously unannexed areas to be annexed.

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

- Resolution No. 2022-07
- Petition

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve Resolution No. 2022-07 accepting the petition for voluntary annexation of 11.408 acres, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits and setting a date for a public hearing.

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

**RESOLUTION NO. 2022-07**

**A RESOLUTION OF THE CITY OF MANOR, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 11.408 ACRES OF LAND, MORE OR LESS; BEING LOCATED IN TRAVIS COUNTY, TEXAS AND ADJACENT AND CONTIGUOUS TO THE CITY LIMITS; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.**

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

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

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

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

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

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

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

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

Tract One:

Being 2.00 acres of land, more or less, out of the A.C. Caldwell Survey No. 52, Abstract No. 154 in Travis County, Texas, and also being out of that certain tract called 159.96 acres described in a deed to Gilbert and Dorothy Ginsel recorded in Volume 3120, Page 698, Deed Records, Travis County, Texas, said 2.00 tract of land being more particularly described in Exhibit “A” attached hereto and incorporated herein for all purposes.

**Tract Two:**

Being 9.408 acres of land out of the A.C. Caldwell Survey No. 52, Abstract No. 154, in Travis County, Texas, part of a tract called 94.339 acres, “Tract 1”, in a Partition Deed to Dorothy Ginsel, recorded in Document No. 2004055639, Official Public Records, Travis County, Texas, said 9.408 tract of land being more particularly described in Exhibit “A” attached hereto and incorporated herein for all purposes.

A public hearing is set for the date of April 6, 2022. Notice of such hearing shall be published and posted in accordance with §43.0673, Texas Local Government Code, and the hearing shall be open to the public to accept public comment on the annexation request. In the event of a conflict between the Subject Property description contained herein, Exhibit “A” shall control.

**SECTION THREE:** Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared severable.

**SECTION FOUR:** It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that the public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

**PASSED AND APPROVED** this the 6<sup>th</sup> day of April 2022.

**CITY OF MANOR, TEXAS:**

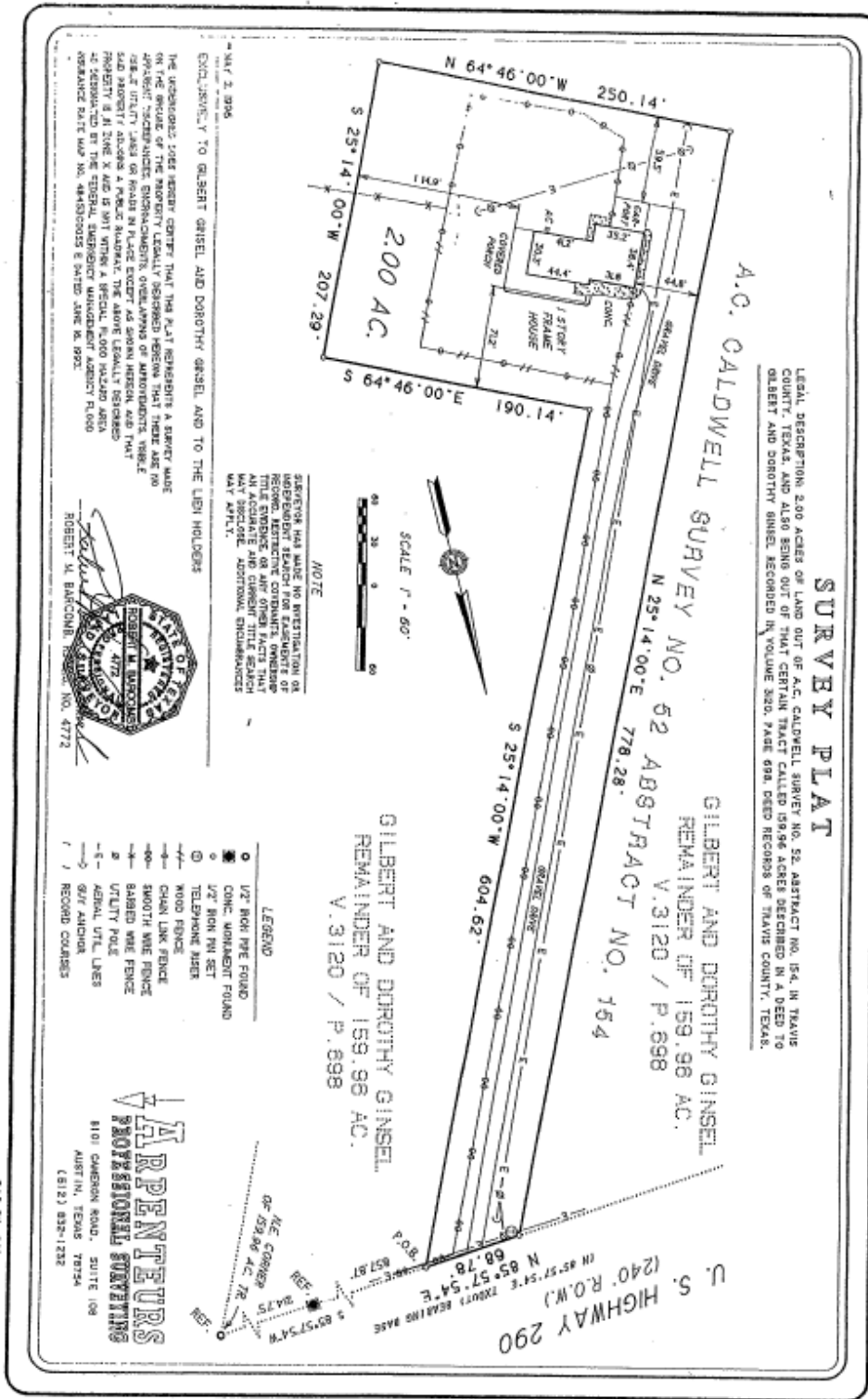
\_\_\_\_\_  
Dr. Christopher Harvey, Mayor

**ATTEST:**

\_\_\_\_\_  
Lluvia T. Almaraz, City Secretary  
City of Manor, Texas

**Exhibit "A"**  
**Subject Property Description**  
**+/- 11.408 Acres**

Tract One



## FIELD NOTES

Being 2.00 acres of land out of the A. C. Caldwell Survey No. 52. Abstract No. 154 in Travis County, Texas, and also being out of that certain tract called 159.96 acres described in a deed to Gilbert and Dorothy Ginsel recorded in Volume 3120, Page 698, Deed Records, Travis County, Texas, as shown on accompanying survey plat, and being more particularly described as follows:

Commencing for reference at a 1/2" iron pipe found in the south line of U. S. Highway 290 (240' R.O.W.) at the northeast corner of said 159.96 acre tract.

THENCE, with the south line of U. S. Highway 290 and the north line of said 159.96 acre tract, S 85°57'54" W, 214.75', to a concrete monument found.

THENCE, continuing with the south line of U. S. Highway 290 and the north line of said 159.96 acre tract, S 85°57'54" W, 857.87', to a 1/2" iron pin set for the true PLACE OF BEGINNING of this tract.

THENCE, through the interior of said 159.96 acre tract, S 25°14'00" W, 604.62', to a 1/2" iron pin set at an interior ell corner in this tract.

THENCE, S 64°46'00" E, 190.14', to a 1/2" iron pin set for a corner.

THENCE, S 25°14'00" W, 207.29', to a 1/2" iron pin set for a corner.

THENCE, N 64°46'00" W, 250.14', to a 1/2" iron pin set for a corner.

THENCE, N 25°14'00" E, 778.28', to a 1/2" iron pin set in the south line of U. S. Highway 290 and the north line of said 159.96 acre tract.

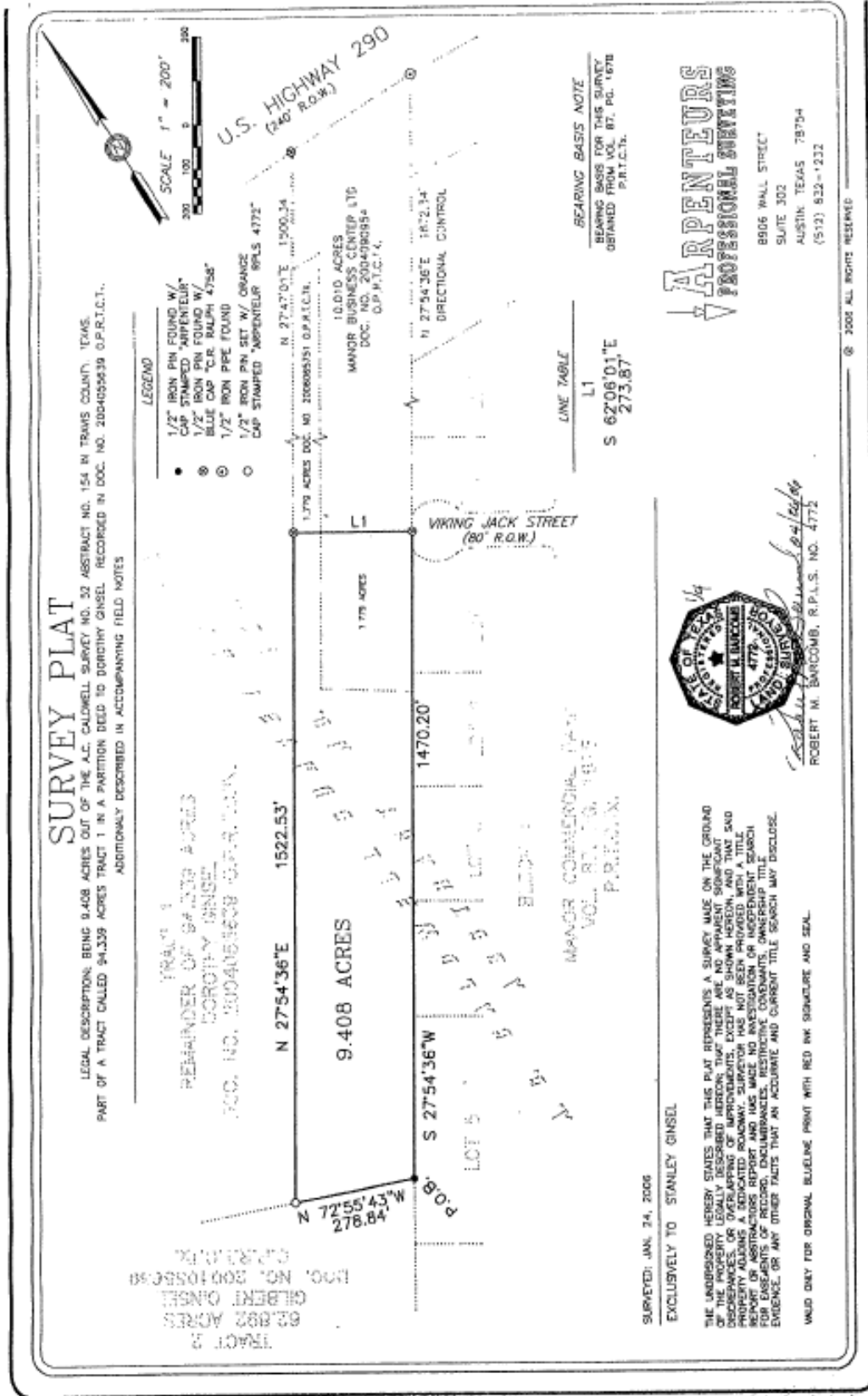
THENCE, with the south line of said U. S. Highway 290 and the north line of said 159.96 acre tract, N 85°57'54" E, 68.78', to the PLACE OF BEGINNING and containing 2.00 acres of land, more or less.

Prepared from a survey made on the ground on May 2, 1996, by:  
Arpentours Professional Surveying  
8101 Cameron Road, Suite 108  
Austin, Texas 78754  
(512) 832-1232



*Robert M. Barcomb*  
Robert M. Barcomb  
R.P.L.S. No. 4772

Tract Two





**FIELD NOTES**

Being 9.408 acres of land out of the A. C. Caldwell Survey No. 52, Abstract No. 154, in Travis County, Texas, part of a tract called 94.339 acres, "Tract 1", in a Partition Deed to Dorothy Ginsel, recorded in Document No. 2004055639, Official Public Records, Travis County, Texas, as shown on accompanying survey plat and being more particularly described as follows: (Bearing basis for this survey obtained from Volume 87, Page 167B, Plat Records, Travis County, Texas.)

**BEGINNING** at a 1/4" iron pin found with orange cap stamped "ARPENTEUR RPLS 4772" (set in August 2003), in the west line of Manor Commercial Park, a subdivision of record in Volume 87, Page 167B, Plat Records, Travis County, Texas, at the northeast corner of a tract called 62.892 acres, "Tract 2", in said Partition Deed, and the southeast corner of said 94.339 acre tract, for the southeast corner of this tract.

**THENCE**, with the north line of said 62.892 acre tract, the south line of said 94.339 acre tract, and the south line of this tract, N 72°55'43" W, 278.84', to a 1/4" iron pin set with orange cap stamped "ARPENTEUR RPLS 4772", for the southwest corner of this tract.

**THENCE**, through the interior of said 94.339 acre tract, with the west line of this tract, N 27°54'36" E, 1522.53', to a 1/4" iron pin found with blue cap stamped "C R RALPH 4758", at the southwest corner of a tract called 1.779 acres in a document recorded in Document No. 2006065751, Official Public Records, Travis County, Texas, for the northwest corner of this tract, from said point, a 1/4" iron pin found with blue cap stamped "C R RALPH 4758", in the south line of U. S. Highway 290 (240' R.O.W.), at the northwest corner of said 1.779 acre tract, bears, N 27°47'01" E, 1500.34'.

**THENCE**, with the south line of said 1.779 acre tract and through the interior of a tract called 10.010 acres in a deed to Manor Business Center, Ltd., recorded in Document No. 2004090959, Official Public Records, Travis County, Texas, S 62° 06'01" E, 273.87', to a 1/4" iron pin found with blue cap stamped "C R RALPH 4758", in the west line of said Manor Commercial Park, the west line of Viking Jack Street (80' R.O.W.), and the east line of said 94.339 acre tract, for the northeast corner of this tract, from said point, a 1/4" iron pipe found in the south line of U. S. Highway 290, at the northwest corner of said subdivision and the northeast corner of said 10.010 acre tract, bears, N 27°54'36" E, said course constitutes directional control for this survey, 1672.34'.

**THENCE**, with the west line of said subdivision, the east line of said 94.339 acre tract, and the east line of this tract, S 27°54'36" W, 1470.20', to the **PLACE OF BEGINNING** and containing 9.408 acres of land, more or less.

Prepared from a survey made on the ground in January, 2006, by:  
 Arpentours Professional Surveying  
 8906 Wall Street, Suite 302  
 Austin, Texas 78754  
 (512) 832-1232  
 © 2006 All Rights Reserved



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

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

This Agreement Regarding Post-Annexation Provision of Services for Property to be Annexed into the City of Manor (the “Agreement”) is entered into by and between the City of Manor, Texas, a municipal corporation (“City”), and Manor 290 Oz Real Estate, LP (“Landowner”), both of which may be referred to herein singularly as “Party” or collectively as the “Parties.”

**RECITALS**

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

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

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

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

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

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

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

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

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

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

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

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

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

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

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

H. Land use regulation as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*[signature pages follow]*



**EXECUTED and AGREED to by the Parties this the \_\_\_ day of \_\_\_\_\_, 20\_\_.**

**ATTEST:**

**THE CITY OF MANOR, TEXAS**

\_\_\_\_\_  
Lluvia T. Almaraz, City Secretary

\_\_\_\_\_  
Dr. Christopher Harvey, Mayor

**LANDOWNER:**

\_\_\_\_\_

**By:** \_\_\_\_\_

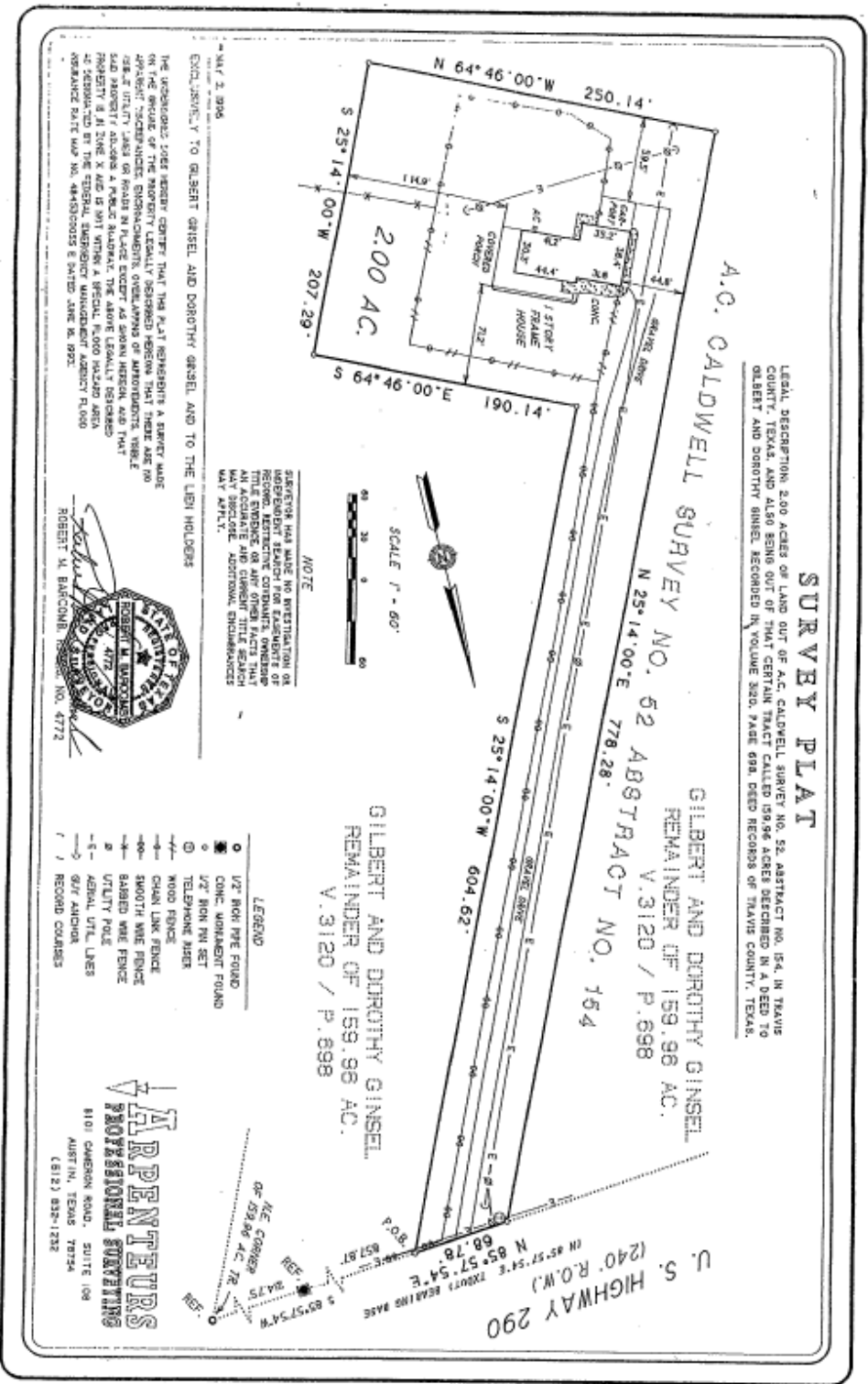
**Name (print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Subject Property Description**

Tract One



F I E L D N O T E S

Being 2.00 acres of land out of the A. C. Caldwell Survey No. 52. Abstract No. 154 in Travis County, Texas, and also being out of that certain tract called 159.96 acres described in a deed to Gilbert and Dorothy Ginsel recorded in Volume 3120, Page 698, Deed Records, Travis County, Texas, as shown on accompanying survey plat, and being more particularly described as follows:

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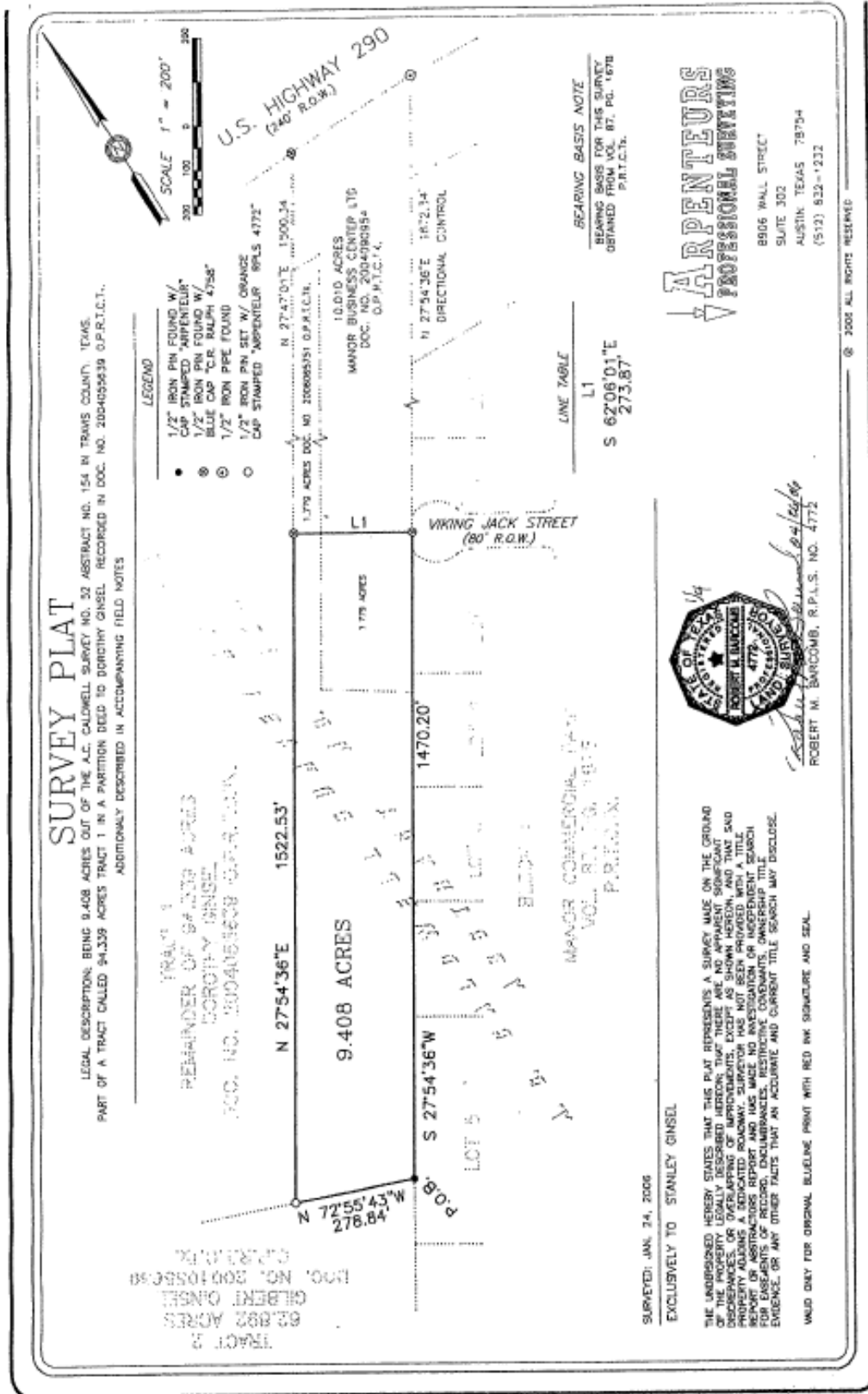
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*Robert M. Barcomb*  
Robert M. Barcomb  
R.P.L.S. No. 4772

Tract Two



**FIELD NOTES**

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**THENCE**, with the north line of said 62.892 acre tract, the south line of said 94.339 acre tract, and the south line of this tract, N 72°55'43" W, 278.84', to a 1/2" iron pin set with orange cap stamped "ARPENTEUR RPLS 4772", for the southwest corner of this tract.

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Austin, Texas 78754  
(512) 832-1232  
© 2006 All Rights Reserved



STATE OF TEXAS                   §  
   §  
COUNTY OF TRAVIS               §

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

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

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

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

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

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

**NOW THEREFORE**, the undersigned by this Petition and Request:

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

Property Description

**SECTION TWO:** Request that after annexation, the City provide such services as are legally permissible and provided by the City, including sanitation, wastewater and general governmental services as set forth in the municipal services plan.

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



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

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

**FILED**, this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, with the City Secretary of the City of Manor, Travis County, Texas.

**Petitioners: Property Owner(s)**



Name: SANTOSH ENUKONDA

Title: GENERAL PARTNER

Company (if applicable) \_\_\_\_\_

MANOR 290 OZ REAL ESTATE LP

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company (if applicable) \_\_\_\_\_

\_\_\_\_\_

STATE OF TEXAS NJ §  
§  
COUNTY OF TRAVIS Monmouth §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared SANTOSH ENKUNDA (name), GENERAL PARTNER (title), MANOR 250 02 Real Estate (company) owner of Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he had authority to bind the entity and that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 17 day of February, 2022

(SEAL)

  
ANITHA S. MUKUNDAN  
NOTARY PUBLIC OF NEW JERSEY  
Commission # 50045407  
My Commission Expires 09/07/2025  
Notary Public

STATE OF TEXAS §  
§  
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_ (name), \_\_\_\_\_ (title), \_\_\_\_\_ (company) owner of Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he had authority to bind the entity and that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_ day of \_\_\_\_\_, 20\_\_.

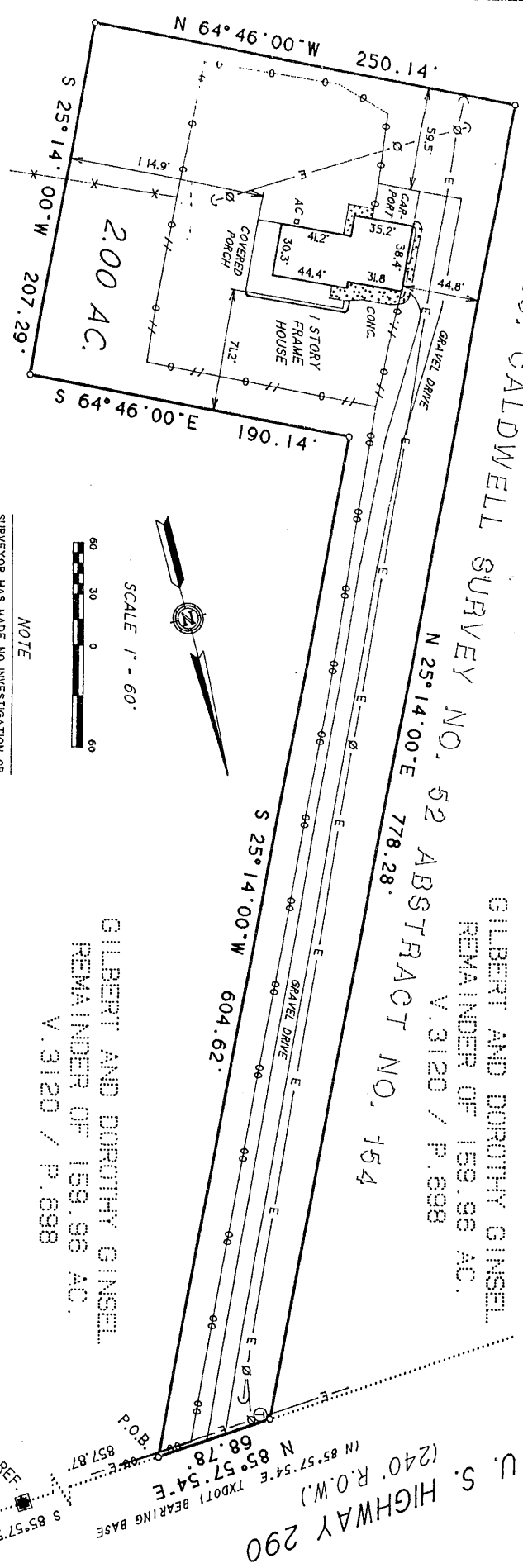
(SEAL)

\_\_\_\_\_  
Notary Public-State of Texas

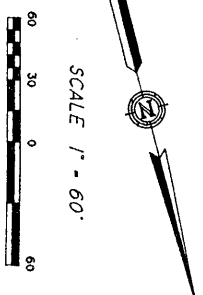
# EXHIBIT “A”

Survey and Legal Lot Description

**SURVEY PLAT**  
 LEGAL DESCRIPTION: 2.00 ACRES OF LAND OUT OF A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, IN TRAVIS COUNTY, TEXAS, AND ALSO BEING OUT OF THAT CERTAIN TRACT CALLED 159.98 ACRES DESCRIBED IN A DEED TO GILBERT AND DOROTHY GINSEL RECORDED IN VOLUME 3120, PAGE 698, DEED RECORDS OF TRAVIS COUNTY, TEXAS.



**NOTE**  
 SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. ADDITIONAL ENCUMBRANCES MAY APPLY.



- LEGEND**
- 1/2" IRON PIPE FOUND
  - CONC. MONUMENT FOUND
  - 1/2" IRON PIN SET
  - ⊙ TELEPHONE RISER
  - ⊕ WOOD FENCE
  - ⊕ CHAIN LINK FENCE
  - ⊕ SMOOTH WIRE FENCE
  - ⊕ BARBED WIRE FENCE
  - ⊕ UTILITY POLE
  - ⊕ AERIAL UTIL. LINES
  - ⊕ GUY ANCHOR
  - ( ) RECORD COURSES

GILBERT AND DOROTHY GINSEL  
 REMAINDER OF 159.98 AC.  
 V. 3120 / P. 698

U. S. HIGHWAY 290  
 (240' R.O.W.)  
 N 85° 57' 54" E (TXD01) BEARING BASE 68.78'  
 S 85° 57' 54" W 214.75'  
 REF. 214.75'  
 REF. 857.87'  
 P.O.B. 857.87'  
 N.E. CORNER OF 159.98 AC. TR.

MAY 2, 1996  
 EXCLUSIVELY TO GILBERT GINSEL AND DOROTHY GINSEL AND TO THE LIEN HOLDERS

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON THAT THERE ARE NO APPARENT ENCUMBRANCES, ENCROACHMENTS, OR OVERLAPPING OF IMPROVEMENTS, VISIBLE TO THE SURVEYOR. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. ADDITIONAL ENCUMBRANCES MAY APPLY.

SAD PROPERTY ADJOINS A PUBLIC ROADWAY. THE ABOVE LEGALLY DESCRIBED PROPERTY IS IN ZONE X AND IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA AS DESIGNATED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NO. 48453C0055 E DATED JUNE 16, 1993.

ROBERT M. BARCOMB  
 LICENSE NO. 4772

**APPRENTICES**  
**PROFESSIONAL SURVEYING**  
 8101 CAMERON ROAD, SUITE 108  
 AUSTIN, TEXAS 78754  
 (512) 832-1232

## Exhibit "B"

## FIELD NOTES

Item 8.

Being 2.00 acres of land out of the A. C. Caldwell Survey No. 52. Abstract No. 154 in Travis County, Texas, and also being out of that certain tract called 159.96 acres described in a deed to Gilbert and Dorothy Ginsel recorded in Volume 3120, Page 698, Deed Records, Travis County, Texas, as shown on accompanying survey plat, and being more particularly described as follows:

Commencing for reference at a 1/2" iron pipe found in the south line of U. S. Highway 290 (240' R.O.W.) at the northeast corner of said 159.96 acre tract.

THENCE, with the south line of U. S. Highway 290 and the north line of said 159.96 acre tract, S 85°57'54" W, 214.75', to a concrete monument found.

THENCE, continuing with the south line of U. S. Highway 290 and the north line of said 159.96 acre tract, S 85°57'54" W, 857.87', to a 1/2" iron pin set for the true PLACE OF BEGINNING of this tract.

THENCE, through the interior of said 159.96 acre tract, S 25°14'00" W, 604.62', to a 1/2" iron pin set at an interior ell corner in this tract.

THENCE, S 64°46'00" E, 190.14', to a 1/2" iron pin set for a corner.

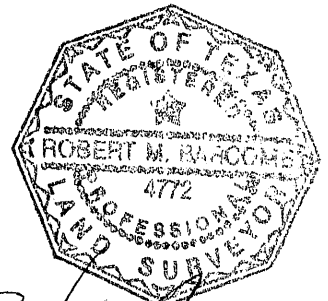
THENCE, S 25°14'00" W, 207.29', to a 1/2" iron pin set for a corner.

THENCE, N 64°46'00" W, 250.14', to a 1/2" iron pin set for a corner.

THENCE, N 25°14'00" E, 778.28', to a 1/2" iron pin set in the south line of U. S. Highway 290 and the north line of said 159.96 acre tract.

THENCE, with the south line of said U. S. Highway 290 and the north line of said 159.96 acre tract, N 85°57'54" E, 68.78', to the PLACE OF BEGINNING and containing 2.00 acres of land, more or less.

Prepared from a survey made on the ground on May 2, 1996, by:  
Arpenteurs Professional Surveying  
8101 Cameron Road, Suite 108  
Austin, Texas 78754  
(512) 832-1232



*Robert M. Barcomb*

Robert M. Barcomb  
R.P.L.S. No. 4772

781

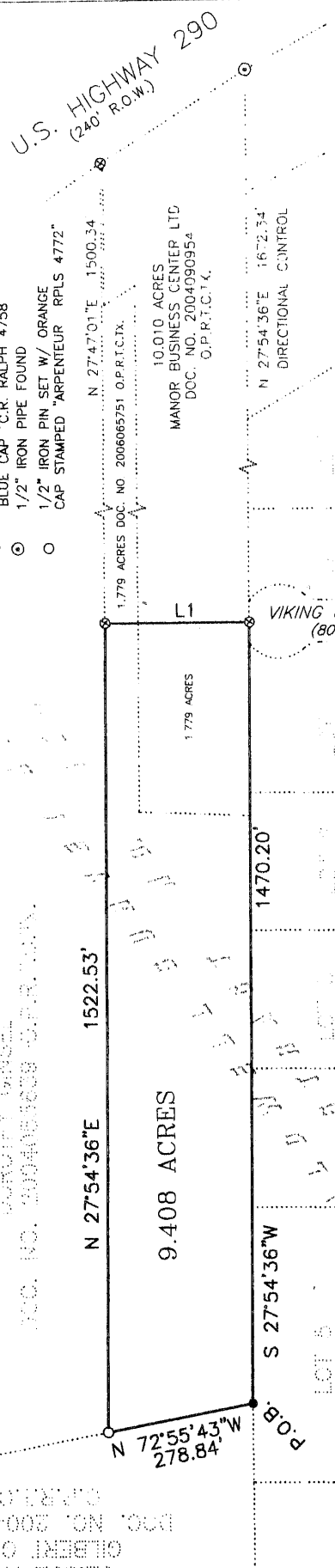
# SURVEY PLAT

LEGAL DESCRIPTION: BEING 9.408 ACRES OUT OF THE A.C. CALDWELL SURVEY NO. 52 ABSTRACT NO. 154 IN TRAVIS COUNTY, TEXAS.  
 PART OF A TRACT CALLED 94.339 ACRES TRACT 1 IN A PARTITION DEED TO DOROTHY GINSEL RECORDED IN DOC. NO. 2004055639 C.P.R.T.C.T.X.  
 ADDITIONALLY DESCRIBED IN ACCOMPANYING FIELD NOTES

TRACT 1  
 REMAINDER OF 94.339 ACRES  
 DOROTHY GINSEL  
 DOC. NO. 2004055639 C.P.R.T.C.T.X.

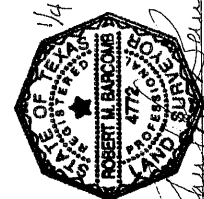
**LEGEND**

- 1/2" IRON PIN FOUND W/ CAP STAMPED "ARPELITEUR"
- ⊗ 1/2" IRON PIN FOUND W/ BLUE CAP "C.R. RALPH 4758"
- ⊙ 1/2" IRON PIPE FOUND
- 1/2" IRON PIN SET W/ ORANGE CAP STAMPED "ARPELITEUR RPLS 4772"



**LINE TABLE**  
 L1  
 S 62°06'01"E  
 273.87'

**BEARING BASIS NOTE**  
 BEARING BASIS FOR THIS SURVEY OBTAINED FROM VOL. 87, PG. 167B P.R.T.C.T.X.



*Robert M. Barcomb*  
 ROBERT M. BARCOMB, R.P.L.S. NO. 4772

THE UNDERSIGNED HEREBY STATES THAT THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON; THAT THERE ARE NO APPARENT SIGNIFICANT DISCREPANCIES, OR OVERLAPPING OF IMPROVEMENTS, EXCEPT AS SHOWN HEREON, AND THAT SAID PROPERTY ADJOINS A DEDICATED ROADWAY, SURVEYOR HAS NOT BEEN PROVIDED WITH A TITLE REPORT OR ABSTRACTORS REPORT AND HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

VALID ONLY FOR ORIGINAL BLUELINE PRINT WITH RED INK SIGNATURE AND SEAL.

SURVEYED: JAN. 24, 2006  
 EXCLUSIVELY TO STANLEY GINSEL

**ARPELITEURS**  
 PROFESSIONAL SURVEYING

8906 WALL STREET  
 SUITE 302  
 AUSTIN TEXAS 78754  
 (512) 832-1232

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CAD BY: JLM

## FIELD NOTES

Being 9.408 acres of land out of the A. C. Caldwell Survey No. 52, Abstract No. 154, in Travis County, Texas, part of a tract called 94.339 acres, "Tract 1", in a Partition Deed to Dorothy Ginsel, recorded in Document No. 2004055639, Official Public Records, Travis County, Texas, as shown on accompanying survey plat and being more particularly described as follows: (Bearing basis for this survey obtained from Volume 87, Page 167B, Plat Records, Travis County, Texas.)

**BEGINNING** at a ½" iron pin found with orange cap stamped "ARPENTEUR RPLS 4772" (set in August 2003), in the west line of Manor Commercial Park, a subdivision of record in Volume 87, Page 167B, Plat Records, Travis County, Texas, at the northeast corner of a tract called 62.892 acres, "Tract 2", in said Partition Deed, and the southeast corner of said 94.339 acre tract, for the southeast corner of this tract.

**THENCE**, with the north line of said 62.892 acre tract, the south line of said 94.339 acre tract, and the south line of this tract, N 72°55'43" W, 278.84', to a ½" iron pin set with orange cap stamped "ARPENTEUR RPLS 4772", for the southwest corner of this tract.

**THENCE**, through the interior of said 94.339 acre tract, with the west line of this tract, N 27°54'36" E, 1522.53', to a ½" iron pin found with blue cap stamped "C R RALPH 4758", at the southwest corner of a tract called 1.779 acres in a document recorded in Document No. 2006065751, Official Public Records, Travis County, Texas, for the northwest corner of this tract, from said point, a ½" iron pin found with blue cap stamped "C R RALPH 4758", in the south line of U. S. Highway 290 (240' R.O.W.), at the northwest corner of said 1.779 acre tract, bears, N 27°47'01" E, 1500.34'.

**THENCE**, with the south line of said 1.779 acre tract and through the interior of a tract called 10.010 acres in a deed to Manor Business Center, Ltd., recorded in Document No. 2004090959, Official Public Records, Travis County, Texas, S 62° 06'01" E, 273.87', to a ½" iron pin found with blue cap stamped "C R RALPH 4758", in the west line of said Manor Commercial Park, the west line of Viking Jack Street (80' R.O.W.), and the east line of said 94.339 acre tract, for the northeast corner of this tract, from said point, a ½" iron pipe found in the south line of U. S. Highway 290, at the northwest corner of said subdivision and the northeast corner of said 10.010 acre tract, bears, N 27°54'36" E, said course constitutes directional control for this survey, 1672.34'.

**THENCE**, with the west line of said subdivision, the east line of said 94.339 acre tract, and the east line of this tract, S 27°54'36" W, 1470.20', to the **PLACE OF BEGINNING** and containing 9.408 acres of land, more or less.

Prepared from a survey made on the ground in January, 2006, by:

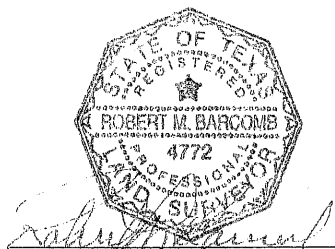
Arpenteurs Professional Surveying

8906 Wall Street, Suite 302

Austin, Texas 78754

(512) 832-1232

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Robert M. Barcomb  
R.P.L.S. No 4772



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** April 6, 2022  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Development Services

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion and possible action on the First Amendment to the Development Agreement (Holley/Smith – KB Home).

**BACKGROUND/SUMMARY:**

The developer is requesting this first amendment to include concurrent review of plats and timing of the submission of the Traffic Impact Analysis for the project. In addition, a clarification is being made to the reimbursement section setting the cap as the payment made by the developer.

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

- First Amendment to Development Agreement (Holley/Smith – KB Home)

**STAFF RECOMMENDATION:**

It is city staff's recommendation that the City Council approve the first amendment to the Development Agreement (Holley/Smith – KB Home).

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

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**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT  
(Holley/Smith – KB Home)**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (HOLLEY/SMITH – KB HOME) (this “**First Amendment**”) is dated effective \_\_\_\_\_, 2022 (the “**First Amendment Effective Date**”) and is entered into between the CITY OF MANOR, a Texas home-rule municipal corporation (the “**City**”) and KB HOME LONESTAR, INC., a Texas corporation (the “**Owner**”). The City and Owner are sometimes referred to herein as a “**Party**” and collectively as the “**Parties.**”

**RECITALS:**

A. Owner and the City previously entered into that certain Development Agreement (Holley/Smith – KB Home) dated effective October 27, 2021 (the “**Agreement**”) for that certain Project (as defined therein) located in the City of Manor, Travis County, Texas, as more particularly described in the Agreement.

B. Owner now owns all the Property (as defined in the Agreement).

C. Owner desires for the City to allow for the concurrent review of the plats and plans submitted by Owner for the Project.

D. The Parties also desire to amend the Agreement to address the amount the Owner shall be reimbursed for the cost of the offsite wastewater improvements; and submission of the Traffic Impact Analysis.

E. The City and Owner desire to modify and amend the Agreement as set forth in this First Amendment.

**AGREEMENT:**

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Owner hereby agree as follows:

1. Incorporation of Recitals. The recitals set forth above are incorporated herein and made a part of this First Amendment to the same extent as if set forth herein in full.

2. Capitalized Terms. All capitalized terms in this First Amendment shall have the same meanings as in the Agreement unless expressly provided otherwise herein.

3. Timing of Platting. The Owner agrees to waive the submission requirements of the City’s ordinances and subdivision regulations and the City agrees to allow concurrent review of concept plan(s), preliminary plat(s), construction plan(s), and final plat(s). Upon each submittal, the City shall have thirty (30) days to respond to the Owner and/or its authorized representative with comments citing the deficiencies of the plats and plans. After the City has determined the

plats and plans meet the minimum requirements of the City's ordinances and subdivision regulations, the plats and plans will be heard before the applicable governing body for approval. Reviews of the plats and plans may occur concurrently, but approvals with the applicable governing body must follow the sequence set forth in the City's ordinances and subdivision regulations.

4. Cost of the Offsite Wastewater Improvements. Section 9.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

“9.2 Cost of the Offsite Wastewater Improvements. The Owner shall be responsible solely for Owner's Total Wastewater Payment for the Wastewater Improvements and no further costs to design and construct the Offsite Wastewater Improvements. The Owner shall be reimbursed for the funds contributed by Owner through impact fee credits at fifty (50%) of collected impact fees within the Property up to One Million Five Hundred Thirty-Seven Thousand Eight Hundred Sixty Dollars (\$1,537,860).”

5. Traffic Impact Analysis (TIA). A TIA may be submitted for review and approval to the City, Texas Department of Transportation and Travis County, as may be applicable, concurrent with the submittal of the preliminary plat for the Development. The Parties agree that the preliminary plat shall not be approved until the TIA is approved by all reviewing jurisdictions.

6. Ratification of Agreement/Conflict. All terms and conditions of the Agreement are hereby ratified and affirmed, as modified by this First Amendment. To the extent there is any inconsistency between the Agreement and this First Amendment, the provisions of this First Amendment shall control.

7. No Waiver. Neither City's nor Owner's execution of this First Amendment shall (a) constitute a waiver of any of its rights and remedies under the Agreement or at law with respect to the other party's obligations under the Agreement or (b) be construed as a bar to any subsequent enforcement of any of its rights or remedies against the other party.

8. Governing Law. This First Amendment shall be construed and enforced in accordance with the laws of the State of Texas.

9. Anti-Boycott Verification. To the extent this First Amendment constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, Owner represents that neither Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner (i) boycotts Israel or (ii) will boycott Israel through the term of this First 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.

10. Iran, Sudan and Foreign Terrorist Organizations. To the extent this First 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, Owner represents that Owner 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.

11. Anti-Boycott Verification – Energy Companies. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this First 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).

12. Anti-Discrimination Verification – Firearm Entities and Firearm Trade Associations. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this First 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.

13. 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 First Amendment shall be binding on them, their personal representatives, heirs, successors and assigns.

14. Counterparts. This First 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 First Amendment Effective Date.

**CITY:**

**CITY OF MANOR, TEXAS,**  
a Texas home-rule municipal corporation

By: \_\_\_\_\_  
Dr. Christopher Harvey, Mayor

Attest:

By: \_\_\_\_\_  
Name: Lluvia T. Almaraz  
Title: City Secretary

Approved as to form:

By: \_\_\_\_\_  
Name: Veronica Rivera  
Title: Assistant City Attorney

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2022, by Dr. Christopher Harvey, Mayor of the City of Manor, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL) \_\_\_\_\_  
Notary Public, State of Texas

[Signatures Continue on next page]

**OWNER:**

**KB HOME LONESTAR, INC.,**  
a Texas corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS     §

COUNTY OF TRAVIS     §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, \_\_\_\_\_ of the KB HOME LONESTAR, INC., a Texas corporation, on behalf of said corporation.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Texas



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** April 6, 2022  
**PREPARED BY:** Pauline Grey, P.E.  
**DEPARTMENT:** City Engineer

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a construction contract for the FY2021 Capital Metro Paving Improvements Project.

**BACKGROUND/SUMMARY:**

Street reconstruction and resurfacing including excavation, subgrade preparation, flexible base, mill and overlay, and hot mix asphalt concrete in selected areas. The project included a base bid as well as two alternate bid items.

**LEGAL REVIEW:** Yes, agreement was reviewed by City Attorney  
**FISCAL IMPACT:** Yes - Public Works has money budgeted for project and the Budget Committee Approved additional funding  
**PRESENTATION:** Yes  
**ATTACHMENTS:** Yes

- Bid Tabulation
- Letter of Award Recommendation
- Agreement

**STAFF RECOMMENDATION:**

It is the city staff's recommendation that the City Council approve and award the Base Bid, Alternate Bid A and Alternate Bid B for the FY2021 Capital Metro Paving Improvements Project to Forsythe Brothers Infrastructure, LLC. In the amount of \$888,149.75.

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

**BID TABULATION**  
 Bid Date: March 15,2022

Project: FY2021 Cap Metro Paving Project  
 Owner: City of Manor, Texas

Engineer: GBA /Jaeco  
 Checked By: Tyler Shows

Bid Item	1	2	3	4	5	6	7	8	9	10	11
<b>Description</b>	Traffic Control Plan and controls, complete and in place, per Lump Sum.	Project Sign including posts, installation and removal, complete and in place per Each.	12" Single White Stop Sign Bars, Type 1 (Thermo) complete and in place	6" Subgrade Prep, including scarification, moisture treatment and compaction, complete and in place	Excavation of existing street to subgrade, including disposal, as measured in its original location, complete and in place per Cubic Yard.	12" Flex Base, including moisture treatment and compaction, complete and in place, per Square Yard	2" HMAC Type D, PG 64-16 Pavement Overlay including prep work and prime/tack coat complete and in place, per Square Yard.	Wastewater Manhole Adjustment (18" max.) complete and in place,per Each.	Driveway Pavement Joint to existing driveways per detail, complete and in place per Each.	New to existing pavement joints	6" Subgrade Prep, including scarification, moisture treatment and compaction, complete and in place per Square Yard
<b>Quantity</b>	1	2	5	3033	1085	3280	3033	2	11	6	1032
<b>Unit</b>	LS	EA	EA	SY	CY	SY	SY	EA	EA	EA	SY
<b>Bidder</b>											
Forsythe Brothers Infrastructures Inc.	<b>Unit Price</b> \$12,000.00	\$1,500.00	\$200.00	\$1.00	\$17.50	\$37.00	\$16.75	\$1,000.00	\$500.00	\$1,000.00	\$1.00
	<b>Item Cost</b> \$12,000.00	\$3,000.00	\$1,000.00	\$3,033.00	\$18,987.50	\$121,360.00	\$50,802.75	\$2,000.00	\$5,500.00	\$6,000.00	\$1,032.00
Alpha Paving Industries, LLC	<b>Unit Price</b> \$36,500.00	\$500.00	\$500.00	\$4.75	\$39.00	\$17.50	\$28.50	\$1,500.00	\$75.00	\$190.00	\$4.75
	<b>Item Cost</b> \$36,500.00	\$1,000.00	\$2,500.00	\$14,406.75	\$42,315.00	\$57,400.00	\$86,440.50	\$3,000.00	\$825.00	\$1,140.00	\$4,902.00



**BID TABULATION**  
 Bid Date: March 15,2022

Project: FY2021 Cap Metro Paving Project  
 Owner: City of Manor, Texas

Engineer: GBA /Jaeco  
 Checked By: Tyler Shows

Bid Item	12	13	14	15	16	17	18	19
<b>Description</b>	Excavation of existing street to subgrade, including disposal, as measured in its original location, complete and in place per Cubic Yard.	12" Flex Base, including moisture treatment and compaction, complete and in place, per Square Yard	2" HMAC Type D, PG 64-16 Pavement Overlay including prep work and prime/tack coat complete and in place, per Square Yard.	Driveway Pavement Joint to existing driveways per detail, complete and in place per Each.	12" Single White Stop Sign Bars, Type 1 (Thermo) complete and in place per Each	Wastewater Manhole Adjustment (18" max.) complete and in place,per Each.	New to existing pavement joints	HMAC (Type D) Level Up as compensation for all required level up for project.
<b>Quantity</b>	370	1115	1032	2	1	1	2	110
<b>Unit</b>	CY	SY	SY	EA	EA	EA	EA	TON
<b>Bidder</b>								
Forsythe Brothers Infrastructures Inc.	<b>Unit Price</b> \$15.00	\$37.00	\$16.75	\$500.00	\$200.00	\$1,000.00	\$1,000.00	\$100.00
	<b>Item Cost</b> \$5,550.00	\$41,255.00	\$17,286.00	\$1,000.00	\$200.00	\$1,000.00	\$2,000.00	\$11,000.00
Alpha Paving Industries, LLC	<b>Unit Price</b> \$39.00	\$17.50	\$36.00	\$216.00	\$500.00	\$500.00	\$190.00	\$345.00
	<b>Item Cost</b> \$14,430.00	\$19,512.50	\$37,152.00	\$432.00	\$500.00	\$500.00	\$380.00	\$37,950.00

**BID TABULATION**  
 Bid Date: March 15,2022

Project: FY2021 Cap Metro Paving Project  
 Owner: City of Manor, Texas

Engineer: GBA /Jaeco  
 Checked By: Tyler Shows

Bid Item	20	21	22	23	24	25	26	27	28	29	30
<b>Description</b>	2" HMAC Type D, PG 64-16 Pavement Overlay including prep work and prime/tack coat complete and in place, per Square Yard.	New to existing pavement joints	Driveway Pavement Joint to existing driveways per detail, complete and in place per Each.	12" Single White Stop Sign Bars, Type 1 (Thermo) complete and in place per Each	12" Single White Stop Sign Bars, Type 1 (Thermo) complete and in place	6" Subgrade Prep, including scarification, moisture treatment and compaction, complete and in place	Excavation of existing street to subgrade, including disposal, as measured in its original location, complete and in place per Cubic Yard.	12" Flex Base, including moisture treatment and compaction, complete and in place, per Square Yard	2" HMAC Type D, PG 64-16 Pavement Overlay including prep work and prime/tack coat complete and in place, per Square Yard.	Wastewater Manhole Adjustment (18" max.) complete and in place,per Each.	Driveway Pavement Joint to existing driveways per detail, complete and in place per Each.
<b>Quantity</b>	795	2	2	1	3	888	320	960	888	1	3
<b>Unit</b>	SY	EA	EA	EA	EA	SY	CY	SY	SY	EA	EA
<b>Bidder</b>											
Forsythe Brothers Infrastructures Inc.	<b>Unit Price</b> \$16.75	\$1,000.00	\$500.00	\$200.00	\$200.00	\$1.00	\$17.50	\$37.00	\$16.75	\$1,000.00	\$500.00
	<b>Item Cost</b> \$13,316.25	\$2,000.00	\$1,000.00	\$200.00	\$600.00	\$888.00	\$5,600.00	\$35,520.00	\$14,874.00	\$1,000.00	\$1,500.00
Alpha Paving Industries, LLC	<b>Unit Price</b> \$43.00	\$190.00	\$258.00	\$500.00	\$500.00	\$4.75	\$39.00	\$17.50	\$41.00	\$500.00	\$246.00
	<b>Item Cost</b> \$34,185.00	\$380.00	\$516.00	\$500.00	\$1,500.00	\$4,218.00	\$12,480.00	\$16,800.00	\$36,408.00	\$500.00	\$738.00

**BID TABULATION**  
 Bid Date: March 15,2022

Project: FY2021 Cap Metro Paving Project  
 Owner: City of Manor, Texas

Engineer: GBA /Jaeco  
 Checked By: Tyler Shows

Bid Item	31	32	33	34	35	36	37	38	39
<b>Description</b>	Railroad Crossing Striping	New to existing pavement joints	2" HMAC Type D, PG 64-16 Pavement Overlay including prep work and prime/tack coat complete and in place, per Square Yard.	12" Single White Stop Sign Bars, Type 1 (Thermo) complete and in place per Each	New to existing pavement joints	Driveway Pavement Joint to existing driveways per detail, complete and in place per Each.	2" HMAC Type D, PG 64-16 Pavement Overlay including prep work and prime/tack coat complete and in place, per Square Yard.	Wastewater Manhole Adjustment (18" max..) complete and in place,per Each.	New to existing pavement joints
<b>Quantity</b>	2	2	1,692	4	4	10	741	1	2
<b>Unit</b>	EA	EA	SY	EA	EA	EA	SY	EA	EA
<b>Bidder</b>									
Forsythe Brothers Infrastructures Inc.	<del>Unit Price</del>	\$1,000.00	\$16.75	\$200.00	\$50.00	\$50.00	\$16.75	\$1,000.00	\$50.00
	<del>Item Cost</del>	\$2,000.00	\$28,341.00	\$800.00	\$200.00	\$500.00	\$12,411.75	\$1,000.00	\$100.00
Alpha Paving Industries, LLC	Unit Price	\$1,800.00	\$100.00	\$27.75	\$450.00	\$100.00	\$75.00	\$44.75	\$1,500.00
	Item Cost	\$3,600.00	\$200.00	\$46,953.00			\$750.00	\$33,159.75	\$1,500.00

**BID TABULATION**

Bid Date: March 15,2022

Project: FY2021 Cap Metro Paving Project

Owner: City of Manor, Texas

Engineer: \_\_\_\_\_

GBA /Jaeco

Checked By: \_\_\_\_\_

Tyler Shows

Bid Item	40	41	42	43	44	45	46	47	48	Total Base Bid
<b>Description</b>	Driveway Pavement Joint to existing driveways per detail, complete and in place per Each.	2" HMAC Type D, PG 64-16 Pavement Overlay including prep work and prime/tack coat complete and in place, per Square Yard.	12" Single White Stop Sign Bars, Type 1 (Thermo) complete and in place per Each	New to existing pavement joints	Driveway Pavement Joint to existing driveways per detail, complete and in place per Each.	2" HMAC Type D, PG 64-16 Pavement Overlay including prep work and prime/tack coat complete and in place, per Square Yard.	12" Single White Stop Sign Bars, Type 1 (Thermo) complete and in place per Each	New to existing pavement joints	Driveway Pavement Joint to existing driveways per detail, complete and in place per Each.	
<b>Quantity</b>	4	769	2	2	2	1,650	1	4	6	
<b>Unit</b>	EA	SY	EA	EA	EA	SY	EA	EA	EA	
<b>Bidder</b>										
Forsythe Brothers Infrastructures Inc.	<b>Unit Price</b> \$50.00	\$16.75	\$200.00	\$50.00	\$50.00	\$16.75	\$200.00	\$50.00	\$50.00	
	<b>Item Cost</b> \$200.00	\$12,880.75	\$400.00	\$100.00	\$100.00	\$27,637.50	\$200.00	\$200.00	\$300.00	<b>\$467,875.50</b>
Alpha Paving Industries, LLC	<b>Unit Price</b> \$75.00	\$41.50	\$450.00	\$100.00	\$75.00	\$28.00	\$450.00	\$100.00	\$168.00	
	<b>Item Cost</b> \$300.00			\$200.00	\$150.00	\$46,200.00	\$450.00	\$400.00	\$1,008.00	<b>\$604,581.50</b>

**BID TABULATION**

Bid Date: March 15,2022

Project: FY2021 Cap Metro Paving Project  
 Owner: City of Manor, Texas

Engineer: GBA /Jaeco  
 Checked By: Tyler Shows

Bid Item	A-1	A-2	A-3	A-4	A-5	A-6	A-7	A-8	A-9	A-10	A-11	
<b>Description</b>	Traffic Control Plan and controls, complete and in place, per Lump Sum. This will be a separate traffic control plan for just the work along Parsons Street. It will need to be designed and sealed by a professional engineer.	6" Subgrade Prep, including scarification, moisture treatment and compaction, complete and in place	Excavation of existing street to subgrade, including disposal, as measured in its original location, complete and in place per Cubic Yard.	12" Flex Base, including moisture treatment and compaction, complete and in place, per Square Yard	2" HMAC Type D, PG 64-16 Pavement Overlay including prep work and prime/tack coat complete and in place, per Square Yard.	Wastewater Manhole Adjustment (18" max.,) complete and in place,per Each.	New to existing pavement joints	Driveway Pavement Joint to existing driveways per detail, complete and in place per Each.	Restriping of Parsons Street	Milling Asphaltic Concrete Pavement	2" HMAC Type D, PG 64-16 Pavement Overlay including prep work and prime/tack coat complete and in place, per Square Yard.	
<b>Quantity</b>	1	6344	2285	6850	6344	2	4	22	1	2285	2285	
<b>Unit</b>	LS	SY	CY	SY	SY	EA	EA	EA	LS	SY	SY	
<b>Bidder</b>												
Forsythe Brothers Infrastructures Inc.	<b>Unit Price</b>	\$10,000.00	\$1.00	\$15.00	\$28.00	\$16.75	\$1,000.00	\$1,000.00	\$50.00	\$8,000.00	\$1.00	\$16.75
	<b>Item Cost</b>	\$10,000.00	\$6,344.00	\$34,275.00	\$191,800.00	\$106,262.00	\$2,000.00	\$4,000.00	\$1,100.00	\$8,000.00	\$2,285.00	\$38,273.75
Alpha Paving Industries, LLC	<b>Unit Price</b>	\$28,000.00	\$4.75	\$39.00	\$17.50	\$22.00	\$1,500.00	\$100.00	\$132.00	\$2,250.00	\$11.00	\$25.50
	<b>Item Cost</b>	\$28,000.00	\$30,134.00	\$89,115.00	\$119,875.00	\$139,568.00	\$3,000.00	\$400.00	\$2,904.00	\$2,250.00	\$25,135.00	\$58,267.50

**BID TABULATION**

Bid Date: March 15,2022

Project: FY2021 Cap Metro Paving Project

Owner: City of Manor, Texas

Engineer: GBA /Jaeco

Checked By: Tyler Shows

Bid Item	A-12	A-13		B-1	B-2	B-3	B-4	B-5		
<b>Description</b>	New to existing pavement joints	Driveway Pavement Joint to existing driveways per detail, complete and in place per Each.	<b>Total Alternate Bid A</b>	Wastewater Manhole Adjustment (18" max.) complete and in place,per Each.	2" HMAC Type D, PG 64-16 Pavement Overlay including prep work and prime/tack coat complete and in place, per Square Yard.	12" Single White Stop Sign Bars, Type 1 (Thermo) complete and in place per Each	New to existing pavement joints	Driveway Pavement Joint to existing driveways per detail, complete and in place per Each.	<b>Total Alternate Bid B</b>	<b>Total Base Bid and Alternate Bids</b>
<b>Quantity</b>	2	8		2	714	1	2	3		
<b>Unit</b>	EA	EA		EA	SY	EA	EA	EA		
<b>Bidder</b>										
Forsythe Brothers Infrastructures Inc.	<b>Unit Price</b>	\$500.00	\$250.00	\$300.00	\$16.75	\$200.00	\$50.00	\$25.00		
	<b>Item Cost</b>	\$1,000.00	\$2,000.00	\$600.00	\$11,959.50	\$200.00	\$100.00	\$75.00	\$12,934.50	\$888,149.75
Alpha Paving Industries, LLC	<b>Unit Price</b>	\$100.00	\$156.00	\$1,500.00	\$43.50	\$450.00	\$100.00	\$264.00		
	<b>Item Cost</b>	\$200.00	\$1,248.00	\$3,000.00	\$31,059.00	\$450.00	\$200.00	\$792.00	\$35,501.00	\$1,140,179.00

March 30, 2022

Honorable Dr. Christopher Harvey., Mayor  
City of Manor  
P.O. Box 387  
Manor, TX 78653

Re: FY2021 Capital Metro Paving Improvements  
Letter of Award Recommendation

Dear Mayor Harvey:

Bids were publicly opened and read on March 15, 2022, for the above-referenced project. As reflected in the attached Bid Tabulation, two (2) bids were received. The lowest bidder was Forsythe Brothers Infrastructure, LLC.

The low bid for all Base Bid and Alternate Bids A and B work was above the project budget. Following consultation with City Staff and City Staff discussions with the Budget Committee, the Base Bid and Alternate Bids A and B were determined to be within a fundable range.

Following our review of the contractor qualification information provided, we can therefore recommend the City award a construction contract to Forsythe Brothers Infrastructure, LLC. in the amount of \$888,149.75 for all Base Bid and Alternate Bid work, with final amounts dependent on actual installed quantities, acknowledging that there is some limited risk to the City making award based upon the nature and extent of the submitted qualifications materials.

We have prepared an Agreement for signature by you in the event the City Council votes to follow this recommendation. Once the Contractor signs the Agreement and all bond and insurance requirements have been satisfied, a Notice to Proceed will be issued. Under the General Conditions of the Agreement, the Contractor shall begin construction within ten (10) days of the Notice to Proceed and substantially complete the project within one hundred and sixty(160) calendar days, excluding any justified delays.

Please let us know if you have any questions in this regard.

Sincerely,



Pauline M. Gray, P.E.

PMG/s

Attachments

PN: 15125

**AGREEMENT**

STATE OF TEXAS                    )(

COUNTY OF TRAVIS                )(

THIS AGREEMENT, made and entered into this 6th day of April, AD 2022, by and between the City of Manor, Texas, a home-rule municipal corporation, with principal offices located at 105 E. Eggleston St., Manor, Texas 78653, hereinafter termed OWNER, or CITY and **Forsythe Brothers Infrastructure, LLC**, a corporation, with principal offices located at 309 West Lane Street, Manor, Texas 78653, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the mutual terms, conditions, and covenants of this Agreement and the accompanying documents between Owner and Contractor and for and in consideration of payments as set forth therein, Contractor hereby agrees with the said Owner to commence and complete the following Project:

**FY2021 CAPITAL METRO PAVING IMPROVEMENTS  
FOR THE CITY OF MANOR, TEXAS**

for all base bid work and all extra work in connection therewith, under the terms as stated in the Contract Documents and at CONTRACTOR's own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to construct and complete FY2021 CAPITAL METRO PAVING IMPROVEMENTS PROJECT (the "Project" or "Work"), in accordance with the Contractor's Proposal, Instructions to Bidders, Special Provisions, Supplementary Conditions, General Conditions, Performance bond, Payment bond, Drawings, Plans and Technical Specifications and other drawings and printed or written explanatory matter thereof, and the addenda, therefore, as prepared by Jay Engineering, a Division of GBA herein entitled the ENGINEER, and approved by the OWNER, all of which are made a part hereof and collectively evidence and constitute the entire contract (the "Contract Documents").

The CONTRACTOR hereby agrees to commence work within **ten (10)** days after the date written notice to do so shall have been given to him, and to substantially complete work within:

**Base Bid – ONE-HUNDRED THIRTY (130) calendar days**

**Alternate Bid A -PARSONS - ADDITIONAL THIRTY (30) calendar days**

**Alternate Bid B – Caldwell and Alley behind Duett's – no additional days**

after the date specified in the written Notice to Proceed.

Waiver of any breach of this Agreement shall not constitute waiver of any subsequent breach.



The OWNER agrees to pay the CONTRACTOR, for satisfactory performance of this Agreement, in current funds the price or prices shown in the Contractor's Proposal, which forms a part of this contract, such payments to be subject to proper completion of the contract, in the total amount of **\$888,149.75 (EIGHT-HUNDRED EIGHTY-EIGHT THOUSAND ONE HUNDRED FORTY-NINE DOLLARS AND SEVENTY-FIVE CENTS)** subject to proper additions and deductions (the "Contract Amount"), all as provided in the General Conditions of this Agreement. The financial obligations of the City under this Agreement shall be paid from current funds and shall be subject to funds being appropriated and budgeted in sufficient amounts to satisfy such obligations.

Although drawn by the OWNER, both parties hereto expressly agree and assert that in the event of any dispute over its meaning or application, this Agreement shall be interpreted reasonably and fairly, and neither more strongly for nor against either party.

The CONTRACTOR agrees that time is of the essence on this contract and that for each calendar day of delay beyond the time established for completion of the work specified and contracted for, the Owner may withhold permanently from the CONTRACTOR'S compensation the sum of **Five Hundred Dollars (\$500.00)** as stipulated liquidated damages for delay.

In accordance with Chapter 2270, Texas Government Code, the CITY may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it: (a) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of the company verifies that the CONTRACTOR does not boycott Israel and will not boycott Israel during the term of this Agreement.

To the extent, this Agreement constitutes 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, CONTRACTOR represents that CONTRACTOR 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.

IN WITNESS WHEREOF, both parties have caused this Agreement to be signed in their respective corporate names by duly authorized representatives, and the parties hereby bind themselves, their successors, and assigns for the faithful and full performance of the terms and provisions hereof.

EXECUTED on the latest date of the signatories indicated below

OWNER

CONTRACTOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Mayor, City of Manor

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
City Secretary, City of Manor

\_\_\_\_\_



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** April 6, 2022  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action to award a Professional Services Contract for a Space Needs Assessment and Facilities Master Plan to PGAL, Inc.

**BACKGROUND/SUMMARY:**

PGAL was chosen by the Council on February 2, 2022, to enter into contract negotiations to perform the city’s Needs Assessment and Facilities Master Plan. This Plan includes a City Hall, Police Station, Public Works, Library, and Multi-generational Recreation Center. The contract price is \$50,000, as was budgeted and provided for in the RFQ, and is for 6 months, which was also the timeframe provided for in the RFQ.

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

- Professional Services Contract

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve and award a Professional Services Contract for a Space Needs Assessment and Facilities Master Plan to PGAL, Inc.

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

## PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract (the “Contract”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “Effective Date”) by and between the City of Manor, Texas, a Texas home rule municipal corporation (the “City”) and PGAL, Inc., a Texas Corporation (the “Consultant”). The City and the Consultant are sometimes referred to herein as the “Parties.”

### RECITALS:

WHEREAS, the City desires to retain a professional consultant for services associated with preparing a Space Needs Assessment and Facilities Master Plan for the City; and

WHEREAS, the Consultant responded to a Request for Qualifications for Space Needs Assessment and Facilities Master Plan services for the City (“RFQ”);

WHEREAS, a copy of the RFQ is attached hereto;

WHEREAS, the Consultant responded to the RFQ seeking to provide space needs assessment and planning service for the City;

WHEREAS, Consultant is in the business of planning of the type proposed by the City; and

WHEREAS, Consultant has by providing a response to the RFQ indicated a willingness to undertake the space needs assessment and planning services for the benefit of the City; and

WHEREAS, the City wishes to authorize Consultant to undertake space needs assessment and planning services under the terms set forth herein.

### AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Consultant hereby agree as follows:

#### **A. Scope of Services**

The general Scope of Work (“SOW”) for this Contract is a Space Needs Assessment and Facilities Master Plan that addresses the existing facilities of the City as well as future facility needs of the City (“Project”). The specific SOW shall consist of the following documents, attached hereto and incorporated herein by this reference:

- Request for Qualifications (“RFQ”) issued by the City on November 8, 2021;
- Addendum No.1 to the RFQ issued by the City; and
- The Consultant’s Response to RFQ, dated December 17, 2021.
- PGAL Scope & Proposal Letter dated March 30, 2022

The SOW shall be governed by the above-identified documents, except as may be amended by the issuance of change orders pursuant to this Contract.

## **B. Payment**

Consultant agrees to accept the fee sum of **\$50,000.00** based on the rates provided in Attachment A, as full payment for the performance of the SOW services contemplated under this Contract, which sum shall be increased or decreased only by the amount representing the associated cost of any and all change orders approved as provided in this Contract. The City shall render payment based on key benchmarks as approved in Attachment Scope & Proposal Letter . Invoices shall be submitted to the City once a month. Payment shall be made by the City within thirty (30) calendar days of the City's receipt of the invoice. Upon termination of this Contract, payments under this section shall cease, provided, however, that Consultant shall be entitled to payments for work performed in accordance with this Contract before the date of termination and for which Consultant has not yet been paid.

## **C. Change Orders**

The City may from time to time request changes in the scope and focus of the activities, investigations, and studies conducted or to be conducted by Consultant pursuant to this Contract, provided, however, that any such change that in the opinion of Consultant or the City Manager varies significantly from the SOW set out herein and would entail an increase in cost or expense to the City shall be mutually agreed upon in advance in writing by Consultant and the City Manager.

1. Any material change to the SOW contemplated under this Contract shall be accomplished only as provided in this section.
2. When the original contract amount plus all change orders is equal to or less than \$50,000.00, the City Manager or his designee may approve the written change order provided the change order does not exceed \$10,000, and provided the sum of all change orders does not exceed 25% of the original contract amount. When a change order exceeds \$10,000 or when the sum of all change orders exceeds 25% of the original contract amount, the City Council must approve such change order prior to commencement of the services or work. Thereafter, any additional change orders exceeding \$10,000 or any additional change orders totaling 25 percent following such City Council approval, must be approved by City Council.
3. Should either party determine that a material change to the SOW is necessary or advisable, the particular change shall be set forth in a writing entitled "Change Order, [date]," and shall bear the signatures of an authorized representative of each party. Upon execution by both Parties of any such change order, the SOW shall be deemed modified and incorporated by this reference into this Contract as if set forth fully herein. The City will retain all original change orders approved pursuant to this

section and Consultant shall be provided a copy for its files.

4. Any request by the Consultant for an increase in the SOW and an increase in the amount listed in Section B. of this Contract shall be made and approved by the City prior to the Consultant providing such services or the right to payment for such additional services shall be waived. If there is a dispute between the Consultant and the City with respect to any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such service is additional to the SOW included in this Contract, the Consultant agrees to continue providing on a timely basis all services to be provided by the Consultant hereunder, including any service as to which there is a dispute.

#### **D. Time of Performance**

1. Consultant's SOW services shall be completed as presented in Attachment A within six (6) months of receiving the Notice to Proceed. Consultant will undertake the SOW services in a thorough and workmanlike manner in every respect and in compliance with the applicable standard of care for such professionals.
2. The SOW services will be considered complete when all services described in the SOW have been finished, and the final work product materials have been accepted by the City Council.

#### **E. Independent Consultant**

1. In all activities or services performed hereunder, the Consultant is an independent Consultant and not an agent or employee of the City. The Consultant, as an independent Consultant, shall be responsible for the final product contemplated under this Contract. Except for materials furnished by the City, the Consultant shall supply all materials, equipment and labor required for the execution of the work on the project. The Consultant shall have ultimate control over the execution of the work under this Contract. The Consultant shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and sub-contractors, and the City shall have no control of or supervision over the employees of the Consultant or any of the Consultant's sub-contractors except to the limited extent provided for in this Contract. Consultant shall be liable for any misrepresentations. Any negotiations by the Consultant on the City's behalf are binding on the City only when within the SOW contained herein and approved by the City.
2. The City's Project Manager for all purposes under this Contract is the City Manager, or his designee, and all communications from Consultant to City arising out of this Contract shall be directed to the City Manager's attention, or his designee.

#### **F. Authorization**

1. The City shall direct Consultant to commence work on the Project by sending Consultant

a "letter of authorization" to begin work on the Project.

2. Upon receipt of the letter of authorization to begin work on the implementation of the Project, Consultant shall meet with the City for the purpose of determining the nature of the Project, including but not limited to the following: meeting with the City's staff to coordinate Project goals, schedules, and deadlines; coordinating data collection; briefing the City's management staff; documenting study assumptions and methodologies; devising the format for any interim reports and the final report to the City.
3. Consultant shall consult with the City and may in some limited circumstances, act as the City's representative, but it is understood and agreed by the Parties that for all purposes related to this Contract, Consultant shall be an independent Consultant at all times and is not to be considered either an agent or an employee of the City.

### **G. Representations and Warranty**

1. The Consultant has familiarized itself with the nature and the extent of this Contract, the SOW, the locality, all characteristics of the City considering the local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the SOW services, or apply in any manner whatsoever to the work.
2. As an experienced and qualified professional, Consultant warrants that the information provided by Consultant reflects high professional and industry standards, procedures, and performances and has the personnel and resources to complete the Project within the time frame set forth herein. Approval or acceptance by the City of any of Consultant's work product under this Contract shall not constitute, or be deemed, a release of the responsibility and liability of Consultant, its employees, agents, or associates for the exercise of skill and diligence necessary to fulfill Consultant's responsibilities under this Contract. Nor shall the City's approval or acceptance be deemed to be the assumption of responsibility by the City for any defect or error in the work products prepared by Consultant, its employees, associates, agents, or sub-contractors.
3. Consultant shall keep the City informed of the progress of the work and shall guard against any defects or deficiencies in its work.
4. Consultant shall be responsible for using due diligence to correct errors, deficiencies or unacceptable work product. Consultant shall, at no cost to the City, remedy any errors, deficiencies or any work product found unacceptable, in the City's sole discretion, as soon as possible, but no later than fifteen (15) calendar days after receiving notice of said errors, deficiencies, or unacceptable work product.
5. Any and all of Consultant's work product ("Work Product") hereunder considered work(s) made by Consultant for the City and shall be the exclusive property of the City. Upon completion or termination of this Contract, Consultant shall promptly deliver to the City all records, notes, data, memorandum, models, and equipment of any nature

that are within Consultant's possession or control and that are the City's property or relate to the City or its business. If by operation of law, any of the Work Product, including all related documents, is not owned in its entirety by the City automatically upon creation thereof, then Consultant agrees to assign, and hereby assigns, to the City and its designees the ownership of such Work Product, including all related property rights. "Work Product" shall mean any writings (including excel, power point, emails, etc.), programming, documentation, data compilations, reports, and any other media, materials, or other objects produced as a result of Consultant's work hereunder or delivered by Consultant in the course of performing that work.

6. Consultant warrants to City that (i) Consultant has the full power and authority to enter into this Contract, (ii) Consultant has not previously assigned, transferred or otherwise encumbered the rights conveyed herein, (iii) Work Product is an original work of authorship created by Consultant's employees during the course of their employment by Consultant, and does not infringe on any copyright, patent, trademark, trade secret, contractual right, or any other proprietary right of any person or entity, (iv) Consultant has not published the Work Product (including any derivative works) or any portion thereof outside of the United States, and (v) to the best of the Consultant's knowledge, no other person or entity, except City, has any claim of any right, title, or interest in or to the Work Product.
7. Consultant shall not seek to invalidate, attack, or otherwise do anything either by act of omission or commission which might impair, violate, or infringe the title and rights assigned to City by Consultant in this section of the Contract.

## H. Indemnification and Release

### 1. Indemnity

- a. To the fullest extent permitted by law, Consultant agrees to indemnify and hold harmless the City, its Council members, officials, officers, agents, employees, and volunteers (separately and collectively referred to in this paragraph as "Indemnitee") from and against all claims, damages losses and expenses (including but not limited to attorney's fees) arising out of or resulting from any negligent act, error or omission, intentional tort or willful misconduct, intellectual property infringement or breach of contract including failure to pay a sub-contractor, or supplier occurring in the course of performance of professional services pursuant to this Contract by Consultant, its employees, sub-contractors, or others for whom Consultant may be legally liable ("Consultant Parties"), but only to the extent caused in whole or in part by the Consultant Parties. **IF THE CLAIMS, ETC. ARE CAUSED IN PART BY CONSULTANT PARTIES, AND ALSO IN PART BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OR ALL OF THE INDEMNITEES OR ANY OTHER THIRD PARTY, THEN CONSULTANT SHALL ONLY INDEMNIFY ON A COMPARATIVE BASIS, AND ONLY FOR THE AMOUNT FOR WHICH CONSULTANT PARTIES ARE FOUND LIABLE AND NOT FOR ANY AMOUNT FOR**



**WHICH ANY OR ALL INDEMNITEES OR OTHER THIRD PARTIES ARE LIABLE.**

- b. To the fullest extent permitted by law, Consultant agrees to defend the Indemnitees where the indemnifiable acts listed above occur outside the course of performance of professional services (i.e. non- professional services) and the claim is not based wholly or partly on the negligence of, fault of, or breach of contract by the governmental agency, the agency's agent, employee, or other entity over which the governmental agency exercises control, other than the Consultant or Consultant Parties.
  - c. It is mutually understood and agreed that the indemnification provided for in this section shall indefinitely survive any expiration, completion or termination of this Contract.
  - d. It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under this section, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.
2. Release. The Consultant releases, relinquishes, and discharges the City, its Council members, officials, officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Consultant or its employees and any loss of or damage to any property of the Consultant or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Consultant's work to be performed hereunder. Both the City and the Consultant expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and in the event of injury, sickness, death, loss, or damage suffered by the Consultant or its employees, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused in whole or in part by the City, any other party released hereunder, the Consultant, or any third party.

**I. Insurance**

- 1. Consultant shall not commence work under this Contract until it has presented Certificates of Insurance as required below, confirming it has obtained all insurance and bonds required by this section and with the minimum insurance coverage as follows:
  - a. Workers' Compensation: statutory limits.
  - b. Comprehensive General Liability insurance with minimum combined single limits

- of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations.
- c. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate with respect to each of Consultant's owned, hired and/or non-owned vehicles assigned to or used in performance of the services.
  - d. Professional Liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000).
2. The policies required above, except for the Workers' Compensation insurance, shall be endorsed to include the City as an additional insured. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by Consultant. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.
  3. Certificates of Insurance shall be completed by the Consultant's insurance agent as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. Each certificate shall provide that the coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
  4. Failure on the part of the Consultant to procure or maintain policies as provided herein shall constitute a material breach of contract upon which the City may immediately terminate this Contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.

## **J. Termination**

1. At any time, the City may terminate the Project for convenience, in writing. At such time, the City shall notify Consultant, in writing, who shall cease work immediately. Consultant shall be compensated for the services performed. In the event that the City terminates this

Contract for convenience, the City shall pay Consultant for the services properly performed and expenses incurred prior to the date of termination.

2. No term or provision of this Contract shall be construed to relieve the Consultant of liability to the City for damages sustained by the City or because of any breach of contract by the Consultant. The City may withhold payments to the Consultant for the purpose of setoff until the exact amount of damages due the City from the Consultant is determined and paid.

#### **K. Form 1295**

Texas law and the City requires that business entities, as defined in Texas Government Code, Section 2252.908, who contract with the City complete the on-line of Form 1295 "Certificate of Interested Parties" as promulgated by the Texas Ethics Commission (<https://www.ethics.state.tx.us/filinginfo/1295/>). Form 1295 is also required for any and all contract amendments, extensions or renewals. Prior to any payment to Consultant hereunder, Consultant shall provide proof of submission to the City Secretary that the appropriate Form 1295 documentation has been submitted.

#### **L. Miscellaneous Provisions**

1. This Contract is to be governed by and shall be construed in accordance with the laws of the State of Texas. Proper venue for any dispute or litigation shall be only in Travis County, Texas.
2. This Contract and all rights and obligations contained herein may not be assigned by Consultant without the prior written approval of the City. However, Consultant shall have the right to employ such assistance as may be required for the performance of the project, including the use of subcontractors, which employment shall not be deemed an assignment of the Consultant's rights and duties hereunder.
3. In the event of litigation enforcing or interpreting the terms of the within Contract, the City shall be entitled an award of reasonable attorney fees and all costs of suit, including expert witness fees, court reporter fees and similar litigation expenses. Nothing in this section shall be deemed a waiver of any constitutional or statutory protections afforded to municipal governments under Texas law.
4. To the extent permitted by State law, no public official or employee shall be personally responsible for any liability arising under or growing out of this Agreement.
5. Notices shall be mailed to the addresses designated and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

City:

City of Manor  
Attn: City Manager  
105 E. Eggleston St.  
Manor, TX 78653

with a copy to:

Paige H. Saenz  
The Knight Law Firm, LLP  
223 West Anderson Lane, Suite A105  
Austin, TX 77852

Consultant:

Cris Ruebush  
PGAL  
2222 Western Trails Blvd, Suite 300  
Austin, Texas 78745

with a copy to:

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 6. This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 7. This Contract represents the entire and integrated agreement between the City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by authorized representatives of each party.
- 8. No action or failure to act by the City shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing. No waiver of any provision of the Contract shall be of any force or effect, unless such waiver is in writing, expressly stating to be a waiver of a specified provision of the Contract and is signed by the party to be bound thereby. In addition, no waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition and shall not in any way limit or waive that party's right thereafter to enforce or compel strict compliance with the Contract or any portion or provision or right under the Contract.

9. This Contract and the rights, obligations and liabilities created hereunder shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors, and assigns of each of the Parties hereto, but no rights, obligations, or liabilities hereunder shall be assignable or delegable by Consultant without the prior written consent of the City. City may assign or delegate the rights, obligations, or liabilities created hereunder to its successor in interest without the consent of Consultant.
10. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
11. All obligations by either party which expressly or by their nature survive the expiration or termination of this Contract shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature or within one year of termination, provided however that any obligations regarding protecting confidential information shall continue in perpetuity.
12. The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by either or both Parties hereunder shall so survive the completion of performances and termination of this Contract, including the making of any and all payments due hereunder.
13. This Contract has been jointly negotiated by the Parties and shall not be construed against a party because that party may have primarily assumed responsibility for the drafting of this Contract.
14. To the extent this Contract constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, Consultant represents that neither Consultant nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Consultant (i) boycotts Israel or (ii) will boycott Israel through the term of this Contract. 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.
15. To the extent this Contract 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, Consultant represents that Consultant nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Consultant is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

16. Consultant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).
17. Consultant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

18. To the extent this Contract constitutes a governmental contract for critical infrastructure, and solely for purposes of compliance with Chapter 2274 of the Texas Government code, and except to the extent otherwise required by applicable federal law, Consultant represents that Consultant is not owned or controlled by citizens or Governments of Prohibited Countries and is not headquartered in Prohibited Countries.

*[Signature pages follow]*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

**CITY OF MANOR, TEXAS**  
a Texas municipal corporation

By: \_\_\_\_\_  
Dr. Christopher Harvey, Mayor

Attest:

By: \_\_\_\_\_  
Lluvia T. Almaraz, City Secretary



**CONSULTANT:**  
**PGAL, Inc**  
a Texas Corporation



By: \_\_\_\_\_  
Name: Christopher Ruebush  
Title: Principal

**Attachment A  
[see attached]**

**PGAL, INC.  
HOURLY RATE SCHEDULE**

<b>DISCIPLINE</b>	<b>RATE</b>
DIRECTOR	\$290.00
PRINCIPAL	\$250.00
PROJECT MANAGER VI	\$245.00
PROJECT MANAGER V	\$225.00
PROJECT MANAGER IV	\$215.00
PROJECT MANAGER III	\$205.00
PROJECT MANAGER II	\$190.00
PROJECT MANAGER I	\$185.00
SENIOR ARCHITECT VI/ DESIGNER VI/ INTERIOR DESIGNER VI/ ENGINEER VI	\$245.00
SENIOR ARCHITECT V/ DESIGNER V/ INTERIOR DESIGNER V/ ENGINEER V	\$225.00
SENIOR ARCHITECT IV/ DESIGNER IV/ INTERIOR DESIGNER IV/ ENGINEER IV	\$210.00
SENIOR ARCHITECT III/ DESIGNER III/ INTERIOR DESIGNER III/ ENGINEER III	\$200.00
SENIOR ARCHITECT II/ DESIGNER II/ INTERIOR DESIGNER II/ ENGINEER II	\$175.00
SENIOR ARCHITECT I/ DESIGNER I/ INTERIOR DESIGNER I/ ENGINEER I	\$165.00
ARCHITECT IV/ DESIGNER IV/ INTERIOR DESIGNER IV/ ENGINEER IV	\$150.00
ARCHITECT III/ DESIGNER III/ INTERIOR DESIGNER III/ ENGINEER III	\$135.00
ARCHITECT II/ DESIGNER II/ INTERIOR DESIGNER II/ ENGINEER II	\$110.00
ARCHITECT I/ DESIGNER I/ INTERIOR DESIGNER I/ ENGINEER I	\$90.00
BIM MANAGER IV	\$165.00
BIM MANAGER III	\$150.00
BIM MANAGER II	\$130.00
BIM MANAGER I	\$110.00
ENGINEER IN TRAINING III	\$135.00
ENGINEER IN TRAINING II	\$115.00
ENGINEER IN TRAINING I	\$105.00
CONSTRUCTION ADMINISTRATOR IV	\$240.00
CONSTRUCTION ADMINISTRATOR III	\$225.00
CONSTRUCTION ADMINISTRATOR II	\$200.00
CONSTRUCTION ADMINISTRATOR I	\$190.00
CONSTRUCTION INSPECTOR	\$170.00
PROJECT ADMINISTRATOR IV	\$140.00
PROJECT ADMINISTRATOR III	\$130.00
PROJECT ADMINISTRATOR II	\$110.00
PROJECT ADMINISTRATOR I	\$90.00
ADMINISTRATOR III	\$80.00
ADMINISTRATOR II	\$70.00
ADMINISTRATOR I	\$60.00

RATES INCLUDE ALL MARKUPS FOR OVERHEAD/ BURDEN/ FEES/ ETC./ AND WILL REMAIN IN EFFECT UNTIL DECEMBER 2022.

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as [architects/landscape architects/registered interior designers] in Texas." Also required is the Board's mailing address and phone number, which are: 333 Guadalupe Street, Suite 2-350, Austin, Texas 78701 and 512-305-9000.

March 30, 2022

Scott Dunlop  
Interim City Manager / Development Services Director  
City of Manor  
Phone: 512-215-8262  
E-mail: sdunlop@cityofmanor.org

## SCOPE & PROPOSAL LETTER

Dear Mr. Dunlop:

After review of your project criteria, PGAL is pleased to submit this detailed scope for providing a **Space Needs Assessment and Facilities Master Plan**. The scope of services and fees required to perform these services are based on the information provided by the City.

## PROJECT UNDERSTANDING

With a population of approximately 14,000 residents, the City of Manor anticipates continued growth. The goal of the assessment is to determine the space needs for City staff and facilities in the current year and at future population benchmarks.

The City departments that will be studied are the following: City Manager, City Secretary, Finance, Human Resources, Information Technology, Utility Billing, Municipal Court, and Heritage and Tourism, Development Services, Public Works, Police, Library, Parks & Recreation (exist today?)

The City owned buildings that will be documented for size, floor plan, and staff/space allocation are the following: City Hall (105 E. Eggleston Street), Police Department Building (402 W. Parsons Street), Public Works (416 Gregg Street)

Currently Municipal Court occurs in current Council Chamber

Currently there is no Library or Recreation facility

## CHARACTER AND EXTENT OF SERVICES

As an overview of the process of creating the final *Space Needs Assessment and Facilities Master Plan*, Basic Services will include the following:

- A. Fact Collection Phase:
  1. Gather existing documentation and drawings of existing facilities from City.
  3. Identify use of each existing building/space by interviewing key City staff.
  4. General field verification of existing drawings provided by the City to update plans to current layout.

5. Meetings with the City staff and tours of existing buildings and property to determine and document the basic code condition and use limitations of existing buildings and property.
  6. Conduct Level I building assessments.
- B. Standards Development Phase:
1. Inventory existing office and work station sizes.
  2. Recommend planning standards for Manor offices and work stations.
  3. Determine appropriate Population Benchmarks for space needs forecasting.
- C. Preliminary Needs Assessment Phase:
1. Forecast projected departmental space needs for selected Population Benchmarks by collaborating with key City staff.
  2. Create initial concept for project(s) road map to provide identified Space Needs.
  3. Develop a preliminary *Space Needs Assessment and Facilities Master Plan* document for review by the City.
  4. *Space Needs Assessment and Facilities Master Plan* to include graphic analysis, graphic conclusions, and written report.
  6. Develop preliminary order of magnitude budget estimate (based on cost per square foot assumptions) for implementation of the *Space Needs Assessment and Facilities Master Plan*.
  7. Present draft *Space Needs Assessment and Facilities Master Plan* to City Council for feedback.
- D. Final Needs Assessment Phase:
1. Prepare final *Space Needs Assessment and Facilities Master Plan* incorporating City comments.
  2. We will provide PDF of the final *Space Needs Assessment and Facilities Master Plan* (in for Screen and for Print format)
  3. Present final *Space Needs Assessment and Facilities Master Plan* to City Council.

With the Needs Assessment covering all City Departments, and therefore multiple potential building types, specific department/facility considerations are chronicled below:

**General**

- PGAL will look at other sites within the city including any other existing public entity facilities and/or sites; one site test fit per facility/project.

- PGAL will incorporate emergency management operations and make recommendations with cost estimates on the incorporation of an emergency operation center either within an existing facility or “stand-alone”.
- PGAL will include allowances for information technology usage in the facilities budget estimates to allow City with funds to keep current with information technology advances.
- PGAL will consider and make recommendations on existing locations of city departments with existing and/or future buildings.

### **City Hall**

- Assess existing and future space needs for future personnel needs. PGAL will incorporate future staffing needs and departments from the city to incorporate into the Plan’s recommendations and cost estimates.
- Assess the existing and future space needs for Council Chambers and future events and meetings. Assess and make recommendations with budget estimate line item for allowance for upgrading informational technology to provide better customer services for residents, businesses, and visitors.
- Assess existing and future space needs of municipal court proceedings in Council Chambers.
- Assess and make recommendations on existing and future needs of conference room space. The City Hall Conference Room is heavily utilized. Provide recommendations on upgrades with technological improvements to such conference room to allow for more effective meetings.
- Work with staff to list potential reallocation/reconfiguration and uses for the existing City Hall.
- Do one site test fit of the determined project square footage on a potential site.

### **Development Services**

- Assess and make recommendations on current and future space needs for the Development Services Department with regards to new personnel, including Engineering personnel, and additional equipment in the future including large format printers.
- Assess and make recommendations on reintegrating Development Services back into City Hall and not a part of Public Works. Engineer personnel can be considered in either location.
- Do one site test fit of the determined project square footage on a potential site.

### **Police**

- Assess and make recommendations on current and future space needs for the Police Department with regards to personnel growth, equipment, vehicles, security measures, department adjacencies, site requirements, and space standards.
- Animal Control program based on go-by facility that City Police see as appropriate.

### **Public Works**

- PGAL will assess the existing and future space needs for future personnel growth, equipment, materials, vehicles (on and off-road), etc. PGAL will assess and make

recommendations with costs estimates on future growth and upgrades to public work's facilities located on the site to include but not limited to fueling station, stock-pile space for materials, space usage for on and off-road equipment, storage, and so forth.

- Assess and make a recommendation on a city warehouse for storage space used by all city departments.
- PGAL will assess and provide recommendations on continuing to house Streets and Parks personnel in a separate building or within a single building.
- Do one site test fit of the determined project square footage on the existing site.

### **Library**

- Assess future space needs for a library, including space for a collection, community services, computer stations, and personnel growth.
- Assess and make recommendations on space for a public meeting area (including small study areas, medium-sized group meeting areas and large event areas), incorporating technological improvements to such areas.
- Assess and provide recommendations for either building a separate library or incorporating the library with an existing or future facility, like City Hall.
- Assist City with hosting one Public Outreach Meeting
- Do one site test fit of the determined project square footage on a potential site.
- Sub-Consultant involvement: PLAN will assist with the Library Needs Assessment and attend up to three client meetings.

### **Multigenerational Recreation Center**

- Assess future space needs for a multigenerational recreation center including meeting room, kitchen, multi-purpose room, gymnasium with flexible configurations, exercise and weight room, senior citizen's room, childcare room, teen/game room, and restrooms.
- Assist City with hosting one Public Outreach Meeting
- Do one site test fit of the determined project square footage on a potential site.

### **BUILDING ASSESSMENTS**

Building assessments will be provided to existing facilities based on the intended use. Included in the Basic Services is a Level I assessment of the existing City owned buildings. Level I assessment includes a general architectural review of the building condition including the following: interior finishes, exterior materials, and potential accessibility violations. Level I assessments will not include engineering analysis of the buildings or systems.

Levels II and III assessments can be provided as an Additional Service.

Level II assessment option includes a more detailed architectural, structural and MEP review of building conditions and systems. This will include a detailed review of equipment, electrical panels, exterior skin, roof, and structure.

A Level III assessment includes testing of equipment, environmental testing and accessibility evaluation (by a Registered Accessibility Specialist).

**COMPENSATION**

**Basic Services:**

We propose to perform the Basic Services for developing the facilities plan as follows:

	SHARED	CITY HALL	POLICE	LIBRARY	REC CENTER	PUBLIC WORKS	TOTAL
A- FACT COLLECT		\$2,000	\$1,000			\$1,000	\$4,000
B- STANDARDS DEV	\$2,000						\$2,000
C - PRELIMINARY		\$7,000	\$4,000	\$6,000	\$4,000	\$3,500	\$24,500
D- FINAL		\$4,000	\$4,000	\$4,000	\$3,000	\$2,500	\$17,500
PUBLIC OUTREACH				\$1,000	\$1,000		\$2,000
TOTALS	\$2,000	\$13,000	\$9,000	\$11,000	\$8,000	\$7,000	\$50,000

This fee does not include any reimbursable expenses incurred on behalf of this project.

**Reimbursable Costs:**

We would expect to be reimbursed for any out-of-pocket expenses we incur on behalf of the project such as cost of reproduction, photography, color graphic work, plotting, special handling or delivery and mileage. Reimbursable expenses will be billed at our cost, plus a 10% service charge. Expenses required for this project are estimated to be \$1,000.00.

**Assumptions:**

Our proposal is based on the following assumptions:

The City will provide existing facility/site as-built drawings as a starting point for PGAL use.

The City will provide property boundaries and flood plain information for two 5-acre potential sites for use in test fits.

**Additional Services:**

If services other than those described as Basic Services are requested by the City, they will be billed in addition to the above compensation in accordance with the attached rate schedule.

Additional Services include but are not limited to the following:

Level II building assessments can be conducted for \$4,000.00 per building.

Level III building assessments.

Third party cost estimating.

3d Renderings

MEP and Structural Engineering

Civil Engineering

IT Consultant

**PROJECT SCHEDULE**

We are prepared to deliver this project in accordance with your requirements. The availability of City staff for interface with our team is important for us to complete the Needs Assessment in a timely manner.

Thank you for the opportunity to serve the City of Manor. Please don't hesitate to call should you have any questions regarding this proposal. My cell phone number: 512-484-0108.

Sincerely,

A handwritten signature in black ink, appearing to read "Cris Ruebush". The signature is fluid and cursive, with the first name "Cris" and last name "Ruebush" clearly distinguishable.

PGAL

Cris Ruebush AIA, LEED AP





**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** April 6, 2022  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on approving and adopting the new City Council Vision Statement for the City of Manor.

**BACKGROUND/SUMMARY:**

The City Council and city staff met on March 12, 2022, City Council Workshop. The Council and staff discussed changes to the current vision statement and deliberated on a new statement. The City Council and city staff concurred for the new vision statement to be changed and is recommending to read as follows:

*The City of Manor is a diverse, sustainable community and regional leader with exceptional services, a high quality of life, and a safe environment for citizens and businesses to thrive.*

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

**STAFF RECOMMENDATION:**

It is the city staff's recommendation that the City Council approve and adopt the new vision statement for the City of Manor as follows: *"The City of Manor is a diverse, sustainable community and regional leader with exceptional services, a high quality of life, and a safe environment for citizens and businesses to thrive."*

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