



Dr. Christopher Harvey, Mayor  
Emily Hill, Mayor Pro Tem, Place 1  
Anne Weir, Place 2  
Maria Amezcua, Place 3  
Sonia Wallace, Place 4  
Aaron Moreno, Place 5  
Deja Hill, Place 6

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## City Council Regular Meeting

Wednesday, June 07, 2023 at 7:00 PM

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

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### AGENDA

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

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

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**PUBLIC COMMENTS**

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

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

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

**PUBLIC HEARINGS**

- 1. Conduct a public hearing on the creation of the Mustang Valley Public Improvement District (PID) within the municipal boundaries of the City of Manor, Texas.**  
*Submitted by: Scott Dunlop, Development Services Director*

## CONSENT AGENDA

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

- 2. Consideration, discussion, and possible action to approve the City Council Minutes.**  
*Submitted by: Lluvia T. Almaraz, City Secretary*
  - May 17, 2023, City Council Regular Meeting; and
  - May 24, 2023, City Council Called Special Session
  
- 3. Consideration, discussion, and possible action to submit project closeout documentation to Capital Metro for the FY2021 Paving Project.**  
*Submitted by: Pauline M. Gray, P.E., City Engineer*
  
- 4. Consideration, discussion, and possible action on discontinuing services with Spectrum/Charter and transferring to AT&T MetroEthernet Services.**  
*Submitted by: Phil Green, IT Director*
  
- 5. Consideration, discussion, and possible action on the purchase of Taser equipment for Manor Police Department.**  
*Submitted by: Ryan Phipps, Chief of Police*
  
- 6. Consideration, discussion, and possible action on the purchase of firearms and related equipment for Manor Police Department.**  
*Submitted by: Ryan Phipps, Chief of Police*
  
- 7. Consideration, discussion, and possible action on the purchase of 2 Stalker MC 360 message trailers for Manor Police Department.**  
*Submitted by: Ryan Phipps, Chief of Police*
  
- 8. Second and Final Reading: Consideration, discussion, and possible action on an ordinance rezoning one (1) lot on 1.069 acres, more or less, out of the Gates G Survey 63, Abstract 315 and being located at 13500 FM 973, Manor, TX from Industrial Light (IN-1) to Commercial Light (C-1).**  
*Applicant: Henry Juarez*  
*Owner: Henry Juarez*  
*Submitted by: Scott Dunlop, Development Services Director*

## REGULAR AGENDA

- 9. Consideration, discussion, and possible action on the acceptance of the City of Manor, Texas Annual Financial Report and Independent Auditors' Report Year ended September 30, 2022.**  
*Submitted by: Lydia Collins, Director of Finance*

- 10.** Consideration, discussion, and possible action on a Resolution creating the Mustang Valley Public Improvement District (PID).  
*Submitted by: Scott Dunlop, Development Services Director*
- 11.** Consideration, discussion, and possible action on an Agreement regarding the Dissolution of the Mustang Valley Public Improvement District.  
*Submitted by: Scott Dunlop, Development Services Director*
- 12.** Consideration, discussion, and possible action on a Resolution of the City of Manor, Texas Approving the Form and Authorizing the Distribution of a Preliminary Limited Offering Memorandum for the City of Manor, Texas Special Assessment Revenue Bonds, Series 2023 (Manor Heights Public Improvement District Improvement Area #3 Project).  
*Submitted by: Scott Dunlop, Development Services Director*
- 13.** Consideration, discussion, and possible action on a Resolution of the City of Manor, Texas determining the costs of certain authorized improvements to be financed by the Manor Heights Public Improvement District; Approving a Preliminary Amended and Restated Service and Assessment Plan, Including the Proposed Assessment Roll; Calling for Notice of a Public Hearing for June 21, 2023, to Consider an Ordinance Levying Assessments on Property Located Within Improvement Area #3 of the Manor Heights Public Improvement District; Directing the Filing of the Proposed Assessment Roll With the City Secretary to Make Said Proposed Assessment Roll available for Public Inspection; Directing City Staff to Publish and Mail Notice of Said Public Hearing; and Resolving Other Matters Related to the Foregoing.  
*Submitted by: Scott Dunlop, Development Services Director*
- 14.** Consideration, discussion, and possible action on the City of Manor, Texas Deposit Agreement for the Proposed Water and Sewer Service Transfer and an Exchange of Extra-Territorial Jurisdiction (ETJ) for the Blue Bluff Project.  
*Submitted by: Scott Dunlop, Development Services Director*
- 15.** Consideration, discussion, and possible action on an Ordinance of the City of Manor, Texas accepting certain property released from the Extraterritorial Jurisdiction (“ETJ”) of the City of Austin into the City of Manor’s ETJ; and providing for related matters.  
*Submitted by: Scott Dunlop, Development Services Director*
- 16.** Consideration, discussion, and possible action on an Ordinance approving the proposed amended budget for Fiscal Year 2022-2023.  
*Submitted by: Lydia Collins, Director of Finance*
- 17.** Consideration, discussion, and possible action on a contract awarding a copier lease bid for copiers at City Hall, Manor Police Department, and Public Works.  
*Submitted by: Lydia Collins, Director of Finance*

- 18.** Consideration, discussion, and possible action on Second Amendment to Development Agreement (Butler/East Hwy 290 & 13100 N. FM 973).  
*Submitted by: Scott Dunlop, Development Services Director*
- 19.** Consideration, discussion, and possible action on a variance request from Manor Code of Ordinance, Section 15.02.004a(d) Minimum Parking Requirements to reduce the minimum number of parking spaces from eight (8) to five (5) for a proposed drive-through restaurant located on Lot 2A, Block B Las Entradas North Section 1.  
*Submitted by: Scott Dunlop, Development Services Director*
- 20.** Consideration, discussion, and possible action on a Resolution Finding Public Convenience and Necessity And Authorizing The Use of Eminent Domain To Condemn If Necessary a 1.267 acre Wastewater Easement and a 1.241 acre Temporary Construction Easement (both as described in Exhibit “A”) from that 100.015 Acre Tract conveyed by Warranty Deed to First United Builders, L.L.C. and recorded at Document Number 2020019707 Of The Official Public Records of Travis County, Texas, For The Public Use And Purpose of Construction Of A Wastewater Line.  
*Submitted by: Paige Saenz, City Attorney*
- 21.** Consideration, discussion, and possible action on a Resolution Finding Public Convenience and Necessity And Authorizing The Use of Eminent Domain To Condemn If Necessary a 0.3340 Acre Wastewater Easement and a 0.4172 Acre Temporary Construction Easement (both as described in Exhibit “A”) from Lot 6, Manor Villa Estates, a Subdivision of Record Recorded at Volume 83, Page 155C of the Plat Records of Travis County, Texas, as Conveyed To David A. Price and recorded at Document Number 2016134444 Of The Official Public Records of Travis County, Texas, For The Public Use And Purpose of Construction Of A Wastewater Line.  
*Submitted by: Paige Saenz, City Attorney*
- 22.** Consideration, discussion, and possible action to authorize the Manor Police Department to enter into an agreement with Flock Safety for the deployment of a vehicle fingerprinting system.  
*Submitted by: Ryan Phipps, Chief of Police*
- 23.** Consideration, discussion, and possible action on the purchase of a Community Outreach and Engagement Trailer for youth and community relations.  
*Submitted by: Ryan Phipps, Chief of Police*

## EXECUTIVE SESSION

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

*- Sections 551.071, and 551.087, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding EntradaGlen PID;*

- Section 551.071, and 551.087, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the NewHaven Development;
- Section 551.071 and Section 551.087, Texas Government Code to deliberate on the acquisition of real property; and
- Section 551.074 (Personnel Matters) to review and discuss a study regarding employee compensation.

**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.

- 24. Consideration, discussion, and possible action on a Resolution accepting the petition to dissolve the EntradaGlen Public Improvement District (PID) and setting a public hearing to consider the dissolution of the EntradaGlen PID.**  
*Submitted by: Scott Dunlop, Development Services Director*
- 25. Consideration, discussion, and possible action on a Resolution accepting the petition to create the Newhaven Public Improvement District (PID) and setting a public hearing to consider the creation of the Newhaven PID.**  
*Submitted by: Scott Dunlop, Development Services Director*
- 26. Consideration, discussion, and possible action on the Professional Services Agreement Newhaven Public Improvement District – PID Consultants for the proposed Newhaven Public Improvement District.**  
*Submitted by: Scott Dunlop, Development Services Director*

**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, June 2, 2023, 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 10 days prior to this meeting. Please contact the City Secretary at 512.215.8285 or e-mail [lalmaraz@manortx.gov](mailto:lalmaraz@manortx.gov)



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** June 7, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

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**AGENDA ITEM DESCRIPTION:**

Conduct a public hearing on the creation of the Mustang Valley Public Improvement District (PID) within the municipal boundaries of the City of Manor, Texas.

**BACKGROUND/SUMMARY:**

KB Home Lonestar Inc. (“Developer”) submitted a petition to create the Mustang Valley PID that includes approximately 137 acres. City Council accepted the petition and called a public hearing to create the PID. Attached is the Developer’s petition.

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

- Petition

**STAFF RECOMMENDATION:**

It is the City Staff’s recommendation that the City Council conduct the public hearing.

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

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JUN 14 2022

Time: 11:57 am/pm

STATE OF TEXAS

§  
§  
§

PETITION TO ESTABLISH  
PUBLIC IMPROVEMENT DISTRICT

COUNTY OF TRAVIS

TO THE HONORABLE GOVERNING BODY OF THE CITY OF MANOR:

COMES NOW KB HOME LONE STAR INC., a Texas corporation ("Petitioner"), and hereby requests and petitions the City of Manor, Texas (the "City") to establish the Mustang Valley Public Improvement District (the "District") under and pursuant to the provisions of Chapter 372, Texas Local Government Code, on the hereinafter described property situated within corporate limits of the City, and in support thereof would respectfully show the following:

I.

The general nature of the proposed public improvements to be provided by the District, in phases, are (a) acquisition, construction and improvements, and maintenance of the improvements, consisting of (1) landscaping; (2) erection of fountains, distinctive lighting, and signs; (3) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of-way, including related landscaping, lighting, traffic control devices, screening walls and retaining walls; (4) construction or improvement of pedestrian malls; (5) acquisition and installation of pieces of art; (6) acquisition, construction, or improvement of off-street parking facilities; (7) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements; (8) the establishment or improvement of parks; (9) projects similar to those listed in (1)-(8); (10) acquisition, by purchase or otherwise, of real property or contract rights in connection with an authorized improvement; (11) special supplemental and maintenance services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, roadways, public safety, security, business recruitment, development, recreation, and cultural enhancement (collectively, the "Authorized Improvements"); and (b) the payment of expenses incurred in the establishment, administration, and operation of the District, including maintenance costs, costs of issuance, funding debt service and capitalized interest reserves and credit enhancement fees of any bonds issued by or on behalf of the District, if necessary.

II.

The estimated costs of constructing and acquiring all of the currently proposed public improvements, together with bond issuance costs, legal and financial fees, letter of credit fees and expenses, bond credit enhancement expenses, capitalization of bond interest, the creation of a bond reserve fund, expenses incurred in the establishment, administration and operation of the District and acquisition, by purchase or otherwise, of real property or contract rights in connection with each authorized improvement, is presently estimated to be a total of approximately \$28,000,000, based on the estimated current and future costs for construction and acquisition of the Authorized Improvements to serve the area within the District, as authorized by law. The total costs of the Authorized Improvements shall be paid from any revenues or assessments lawfully available to



the City, anticipating that the costs of acquisition of the Authorized Improvements will be paid pursuant to a contractual reimbursement obligation or bonds secured by and payable from a special assessment levied on all property within the District's boundaries for the public improvements.

### III.

The boundaries of the proposed District are fully described in Exhibit "A", attached hereto and made a part hereof for all purposes.

### IV.

The proposed method of assessment related to the costs of acquisition of the Authorized Improvements is to impose a special assessment to be paid in installments on all useable property within the District, net of any public right-of-way, according to the value of the property, without regard to the value of improvements on the property, or in any other manner that results in imposing equal shares of the cost on property similarly benefitted. A report will be prepared showing the special benefits accruing to property within the District and how the costs of the Authorized Improvements are assessed to property on the basis of special benefit received by the property from the Authorized Improvements.

### V.

The estimated costs of the Authorized Improvements are in addition to costs of operating and maintaining the Authorized Improvements, issuing bonds, if any, and establishing, administering and operating the District. All costs incurred by the District shall be paid by the District, and there shall be no apportionment of costs between the District and the City as a whole. The City will not be obligated to provide any funds to finance the proposed Authorized Improvements except from assessments generated by property within the District.

### VI.

Management and administration of the District shall be by the City. The City may contract from time to time with a private company for District administrative services.

### VII.

The individual executing this Petition is duly authorized to execute this Petition, and the Petitioner and the undersigned request the establishment of the District.

### VIII.

An Advisory Board may be established to develop and recommend an improvement plan to the City Council of the City (the "Council"). The Petitioner requests that if the Council establishes an Advisory Board, that such Advisory Board should include representatives of the Petitioner.

IX.

This Petition has been executed for and on behalf of (i) the owners of more than 50% of the taxable real property described in said Exhibit A, representing all of the appraised value of taxable real property liable for assessment under this Petition as shown by the current roll of the Travis County Appraisal District, and (ii) the record owners of more than 50% of the real property liable for assessment under this Petition, and shall be filed with the Secretary of the City.

WHEREFORE, PREMISES CONSIDERED, Petitioner prays that the Council:

(1) duly consider this Petition and adopt a Resolution finding (i) that this Petition complies with all legal requirements; (ii) that the proposed improvements are necessary, advisable and will provide a public use and benefit to the City; and (iii) that the estimated costs of the improvements, the method of assessment and the apportionment of costs between the District and the City are reasonable and acceptable;

(2) call a public hearing, give notice thereof as required by law and hold such hearing on the advisability of the public improvements specified in this Petition; and

(3) grant all matters requested in this Petition and grant such other relief, in law or in equity, to which Petitioner shall show itself to be entitled.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, this Petition has been executed by the duly authorized representative of the Petitioner on June 6, 2022.

**PETITIONER**

KB HOME LONE STAR INC.  
a Texas Corporation

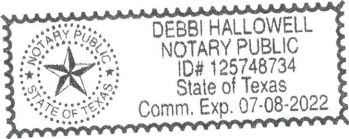
By: [Signature]  
Title: VP LAND  
Date: 6/6/22

STATE OF TEXAS §  
COUNTY OF Travis §

This instrument was acknowledged before me, on the 6<sup>th</sup> day of June, 2022, by Pet Murphy, the VP, Land - of KB Home Lone Star Inc., the Petitioner.

[Signature]  
Notary Public in and for the State of Texas

[SEAL]



## Exhibit A Description of the Property

42.921 ACRES  
(1,869,634 SQ. FT.)  
SUMNER BACON SURVEY, ABSTRACT NO. 63  
TRAVIS COUNTY TEXAS  
HOLLEY TRACT

### FIELD NOTES

BEING ALL OF THAT CERTAIN 42.921 ACRE (1,869,634 SQ. FT.) TRACT OF LAND SITUATED IN THE SUMNER BACON SURVEY, ABSTRACT NUMBER 63, SITUATED IN TRAVIS COUNTY, TEXAS, SAID LAND BEING MORE PARTICULARLY DESCRIBED AS ALL OF A CALLED 25.585 ACRE TRACT OF LAND CONVEYED TO ROBERT AND LINDSEY SMITH IN DOCUMENT NUMBER 2016022747 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND THE REMAINDER OF A CALLED 29.682 ACRE TRACT OF LAND CONVEYED TO ROBERT AND LINDSEY SMITH IN DOCUMENT NUMBER 2016022751 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 42.921 ACRE (1,869,634 SQ. FT.) TRACT OF LAND, BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, at a 1/2 Inch iron rod found, being in the south right-of-way line of Anderson Road (R.O.W. Varies), also being in the southeast line of a called 40.00 acre tract of land conveyed to Kenneth and Joyce Sprinkles in Volume 8947, Page 802 of the Real Property Records of Travis County, Texas, being also a northwest corner of said 25.585 acre tract for a northwest corner and the **POINT OF BEGINNING** of the herein described tract of land,

**THENCE**, with the common line of said 25.585 acre tract and said Anderson Road (ROW Varies), the following two (2) courses and distances, numbered 1 and 2

- 1.) N62°25'38"E, a distance of 55.03 feet to a 1/2 inch iron rod found, for corner, and
- 2.) S63°17'54"E, a distance of 5.96' to a 1/2 inch capped iron rod set stamped "CBD SETSTONE", for corner, being the westernmost corner of a called 35.469 acre tract conveyed to Hau Wu and Lanfang Zhang in Document Number 2014104874 of the Official Public Records of Travis County, Texas, from which a 1/2 inch iron rod found bears N27°03'02"E, a distance of 1034.56 feet, being the northernmost corner of said 35.469 acre tract, also being the westernmost corner of a called 12.000 acre tract of land conveyed to Olmer Orellana in Document Number 2014160204 of the Official Public Records of Travis County, Texas

**THENCE**, with the common line of said 25.585 acre tract and said 35.469 acre tract the following three (3) courses and distances, numbered 1 through 3,

- 1.) S61°52'16"E, a distance of 742.87 feet to a 1/2 capped inch iron rod found, stamped "BRYAN TECH", for corner,
- 2.) S61°40'48"E, passing at a distance of 33.53 feet and 1.6 feet to the left a 1/2 inch iron rod found, and continuing for a total distance of 285.29 feet to a 1/2 capped inch iron rod found, for corner and
- 3.) S61°37'58"E, passing at a distance of 128.53 feet and 2.3 feet to the right a 1/2 inch iron rod found, and continuing for a total distance of 439.53 feet to a 4" concrete monument found, being the southernmost corner of said 35.469 acre tract, also being the westernmost corner of a called 6.789 acre tract conveyed to Vladimir M. Haviar in Document Number 2009019842 of the Official Public Records of Travis County, Texas,

**THENCE**, with the common line of said 25.585 acre tract and said 6.789 acre tract, S62°05'57"E, a distance of 162.99 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner, being the easternmost corner of said 25.585 acre tract and being also the northernmost corner of a called 14.044 acres conveyed to Don Bayer and Jimmy Bayer in Document Number 2009122122 of the Official Public Records of Travis County, Texas,

42.921 ACRES  
 (1,869,634 SQ. FT.)  
 SUMNER BACON SURVEY, ABSTRACT NO. 63  
 TRAVIS COUNTY TEXAS  
 HOLLEY TRACT

**THENCE**, with the common line of said 25.585 acre tract, said 14.044 acre tract, and a called 19.000 acre tract conveyed to Benny Gundy in Document Number 2009017772, Official Public Records of Travis County, Texas, S51°49'49"W, passing at a distance of 690.10 feet a capped 1/2 inch iron found, being the northernmost corner of said 19.000 acre tract, same being the westernmost corner of said 14.044 acre tract and continuing for a total distance of 828.24 feet to a capped 1/2 inch iron rod found, being a northwest corner of said 19.000 acre tract, same being a northeast corner of a called 12.334 acre tract conveyed to The Layla Trust in Document Number 2020009667 of the Official Public Records of Travis County, Texas, for corner,

**THENCE**, with the common line of said 25.585 acre tract and said 12.334 acre tract, N60°12'14"W, a distance of 299.26 feet to a capped 1/2 inch iron rod found, stamped "BRYAN TECH", for corner, same being the northernmost corner of said 12.334 acre tract and the westernmost corner of the remainder of said 29.682 acre tract,

**THENCE**, with the common line of said 12.334 acre tract and the remainder of said 29.682 acre tract, S27°51'07"W, a distance of 734.09 feet to a capped 1/2 inch iron rod found stamped "BRYAN TECH", for the southernmost corner of the herein described tract of land, being the westernmost corner of said 12.334 acre tract, same being the southernmost corner of the remainder of said 29.682 acre tract, and being also in the northeast line of a called 39.135 acre tract (Tract Two) conveyed to Mary Ruth Holley in Document Number 2009125123 of the Official Public Records of Travis County, Texas and described in Volume 4234, Page 732, Deed Records of Travis County, Texas

**THENCE**, with the common line of said 39.135 acre tract and the remainder of said 29.682 acre tract, N62°13'53"W, a distance of 1005.54 feet to a capped 1/2 inch iron rod found, stamped "BRYAN TECH", for the westernmost corner of the herein described tract of land, same being the northernmost corner of said 39.125 acre tract, same being the southernmost corner of the remainder of said 29.682 acre tract, and being also in the southeast line of a said 40.00 acre tract,

**THENCE**, with the common line of said 40.00 acre tract and the remainder of said 29.682 acre tract, N26°47'53"E, passing at a distance of 765.16 feet a capped 1/2 inch iron rod found, stamped "BRYAN TECH", also passing at a distance of 926.85 feet and 0.32 feet to the right of a capped 1/2 inch iron rod found, stamped "BRUSSEL", and continuing for a total distance of 1446.99 feet to the POINT OF BEGINNING and containing 42.921 acres (1,869,634 SQ. FT.) of land.

.93.983 ACRES  
 (4,093,912 SQ. FT.)  
 SUMNER BACON SURVEY, ABSTRACT NO. 63  
 TRAVIS COUNTY TEXAS  
 HOLLEY TRACT

**FIELD NOTES**

**BEING ALL OF THAT CERTAIN 93.983 (4,093,912 SQ. FT.) ACRE TRACT OF LAND SITUATED IN THE SUMNER BACON SURVEY, ABSTRACT NUMBER 63, TRAVIS COUNTY, TEXAS, SAID LAND BEING MORE PARTICULARLY DESCRIBED AS THE REMAINDER OF A CALLED 39.135 ACRE TRACT OF LAND (TRACT ONE), THE REMAINDER OF A CALLED 39.135 ACRE TRACT OF LAND (TRACT TWO), AND THE REMAINDER OF A CALLED 20 ACRE TRACT OF LAND (TRACT THREE), CONVEYED TO MARY RUTH HOLLEY IN DOCUMENT NUMBER 2009125123 AND DOCUMENT NUMBER 2009125124, BOTH OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND DESCRIBED IN VOLUME 4234, PAGE 732, DEED RECORDS OF TRAVIS COUNTY TEXAS, SAID 93.983 ACRE (4,093,912 SQ. FT.) TRACT OF LAND, BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING**, at a 1/2 inch aluminum capped iron rod found, stamped "TXDOT" in the southwest line of said 39.135 acre Tract One, being in the west right-of way line of F.M. 973 (R.O.W. varies), same being the northeast corner of a called 75.37 acre tract conveyed to the Board of Trustees of Manor Independent School District in Document Number 2008031946 Official Public Records of Travis County Texas, for the southeast corner and **POINT OF BEGINNING** of the herein described tract of land, from which a 3/4 inch capped iron rod found, stamped "BGE" in the east right-of-way line of said F.M. 973, bears S14°48'15"E a distance of 302.09 feet,

**THENCE**, With the common line of said 39.135 acre Tract One and said 75.37 acre tract, N62°32'47"W, a distance of 2808.00 feet to a 1/2 inch capped iron rod set stamped "CBD SETSTONE", being in the northeastern line of said 75.37 acre tract, also being the southernmost corner of a called 40.00 acre tract conveyed to Kenneth and Joyce Sprinkles in Volume 8947, Page 802, Real Property Records of Travis County, Texas, for the westernmost corner of the herein described tract of land, from which a 3/4 inch iron pipe found bears N62°32'47"W, a distance of 553.37 feet, being in the southwestern line of said 40.00 acre tract, also being the northernmost corner of a 3.56 acre tract conveyed to Aqua Water Supply Corporation in Document Number 2009010572 Official Public Records of Travis County, Texas,

**THENCE**, with the northwest line of said 39.135 acre Tract One, the northwest line of said 39.135 acre Tract two, and the southeast line of said 40.00 acre tract, N26°45'24"E, passing at a distance of 3.02 feet a 1/2 inch iron rod found, continuing for a total distance of 1462.16 feet to a 1/2 inch iron rod found, being the westernmost corner of a 29.682 acre tract of land conveyed to Robert and Lindsey Smith in Document Number 2016022751, Official Public Records of Travis County, Texas, for the northernmost corner of the herein described tract of land, from which a capped 1/2 inch iron rod found, stamped "BRYAN TECH", being in the eastern line of said 40.00 acre tract, also being the westernmost corner of a 25.585 acre tract conveyed to Robert and Lindsey Smith in Document Number 2016022747, Official Public Records of Travis County, Texas also being the northernmost corner of said 29.682 acre tract, bears N26°48'38"E, a distance of 765.12 feet

**THENCE**, continuing with the common boundary line of said 93.983 acre tract and said 29.682 acre tract, S62°13'24"E, passing at a distance of 1005.54 feet a 1/2 inch capped iron rod found stamped "BRYAN TECH" for the southernmost corner of said 29.682 acre tract, being at the westernmost corner of a called 12.334 acre tract conveyed to The Layla Trust in Document Number 2020009667, Official Public Records of Travis County, Texas, continuing for a total distance of 2809.36 feet to a 1/2 inch iron rod found in the west right-of-way line of said F.M. 973 (R.O.W. Varies), being at the southernmost corner of said 12.334 acre tract of land, same being at the beginning of a point of curvature to the right, for the easternmost corner of the herein described tract of land,

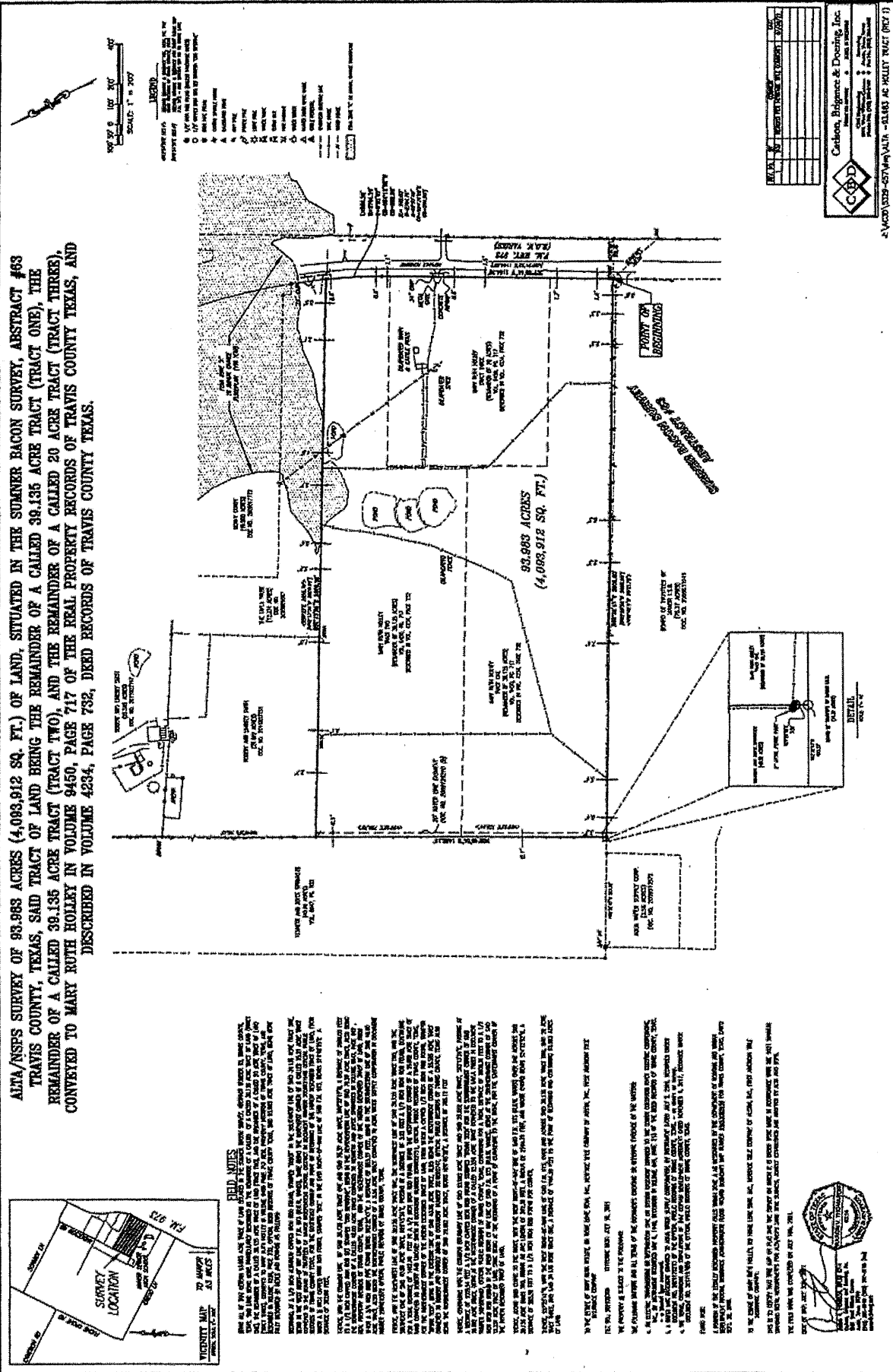
93.983 ACRES  
(4,093,912 SQ. FT.)  
SUMNER BACON SURVEY, ABSTRACT NO. 63  
TRAVIS COUNTY TEXAS  
HOLLEY TRACT

THENCE, along said curve to the right, with the west right-of-way line of said F.M. 973 (R.O.W. Varies) over and across said 39.135 acre Tract Two, having an arc length of 282.38 feet, a radius of 2764.79 feet, and whose chord bears S24°12'52"W, a distance of 282.26 feet to a 1/2 inch iron rod found for corner,

THENCE, S27°25'41"W, with the west right-of-way line of said F.M. 973, over and across said 39.135 acre Tract Two, said 20 acre Tract Three, and said 39.135 acre Tract One, a distance of 1164.39 feet to the POINT OF BEGINNING and containing 93.983 acres (4,093,912 SQ. FT.) of land.







**ALTA/NSPS SURVEY OF 93.983 ACRES (4,093,912 SQ. FT.) OF LAND, SITUATED IN THE SUMNER BACON SURVEY, ABSTRACT #63 TRAVIS COUNTY, TEXAS, SAID TRACT OF LAND BEING THE REMAINDER OF A CALLED 39.135 ACRE TRACT (TRACT ONE), THE REMAINDER OF A CALLED 39.135 ACRE TRACT (TRACT TWO), AND THE REMAINDER OF A CALLED 20 ACRE TRACT (TRACT THREE), CONVEYED TO MARY RUTH HOLLEY IN VOLUME 9450, PAGE 717 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY TEXAS, AND DESCRIBED IN VOLUME 4234, PAGE 732, DEED RECORDS OF TRAVIS COUNTY TEXAS.**

**FIELD NOTES**

RECORD MADE AT THE OFFICE OF THE SURVEYOR, TRAVIS COUNTY, TEXAS, ON THE 27TH DAY OF APRIL, 1907, BY THE SURVEYOR, JAMES H. BROWN, AS FOLLOWS: THE SURVEY WAS MADE FOR THE PURPOSE OF DIVIDING THE LAND DESCRIBED IN THE ABOVE TITLE INTO SEVERAL TRACTS, THE BOUNDARIES OF WHICH ARE SHOWN ON THE PLAT HEREOF. THE SURVEY WAS MADE BY THE METHOD OF ANGLES AND DISTANCES. THE BEARING OF EACH COURSE WAS OBTAINED BY THE METHOD OF THE SUN. THE DISTANCES WERE MEASURED BY THE METHOD OF THE CHAIN. THE CORNER MARKS WERE PLACED AT THE CORNERS OF EACH TRACT, AND AT OTHER PLACES AS NECESSARY TO DEFINE THE BOUNDARIES. THE BEARING AND DISTANCE OF EACH COURSE, AND THE LOCATION OF EACH CORNER MARK, ARE SET FORTH IN THE FOLLOWING TABLE:

1. COURSE FROM POINT A TO POINT B, BEARING S 89° 15' 30" E, DISTANCE 100.00 FEET.
2. COURSE FROM POINT B TO POINT C, BEARING S 89° 15' 30" E, DISTANCE 100.00 FEET.
3. COURSE FROM POINT C TO POINT D, BEARING S 89° 15' 30" E, DISTANCE 100.00 FEET.
4. COURSE FROM POINT D TO POINT E, BEARING S 89° 15' 30" E, DISTANCE 100.00 FEET.
5. COURSE FROM POINT E TO POINT F, BEARING S 89° 15' 30" E, DISTANCE 100.00 FEET.
6. COURSE FROM POINT F TO POINT G, BEARING S 89° 15' 30" E, DISTANCE 100.00 FEET.
7. COURSE FROM POINT G TO POINT H, BEARING S 89° 15' 30" E, DISTANCE 100.00 FEET.
8. COURSE FROM POINT H TO POINT I, BEARING S 89° 15' 30" E, DISTANCE 100.00 FEET.
9. COURSE FROM POINT I TO POINT J, BEARING S 89° 15' 30" E, DISTANCE 100.00 FEET.
10. COURSE FROM POINT J TO POINT K, BEARING S 89° 15' 30" E, DISTANCE 100.00 FEET.
11. COURSE FROM POINT K TO POINT L, BEARING S 89° 15' 30" E, DISTANCE 100.00 FEET.
12. COURSE FROM POINT L TO POINT M, BEARING S 89° 15' 30" E, DISTANCE 100.00 FEET.
13. COURSE FROM POINT M TO POINT N, BEARING S 89° 15' 30" E, DISTANCE 100.00 FEET.
14. COURSE FROM POINT N TO POINT O, BEARING S 89° 15' 30" E, DISTANCE 100.00 FEET.
15. COURSE FROM POINT O TO POINT P, BEARING S 89° 15' 30" E, DISTANCE 100.00 FEET.
16. COURSE FROM POINT P TO POINT Q, BEARING S 89° 15' 30" E, DISTANCE 100.00 FEET.
17. COURSE FROM POINT Q TO POINT R, BEARING S 89° 15' 30" E, DISTANCE 100.00 FEET.
18. COURSE FROM POINT R TO POINT S, BEARING S 89° 15' 30" E, DISTANCE 100.00 FEET.
19. COURSE FROM POINT S TO POINT T, BEARING S 89° 15' 30" E, DISTANCE 100.00 FEET.
20. COURSE FROM POINT T TO POINT U, BEARING S 89° 15' 30" E, DISTANCE 100.00 FEET.
21. COURSE FROM POINT U TO POINT V, BEARING S 89° 15' 30" E, DISTANCE 100.00 FEET.
22. COURSE FROM POINT V TO POINT W, BEARING S 89° 15' 30" E, DISTANCE 100.00 FEET.
23. COURSE FROM POINT W TO POINT X, BEARING S 89° 15' 30" E, DISTANCE 100.00 FEET.
24. COURSE FROM POINT X TO POINT Y, BEARING S 89° 15' 30" E, DISTANCE 100.00 FEET.
25. COURSE FROM POINT Y TO POINT Z, BEARING S 89° 15' 30" E, DISTANCE 100.00 FEET.
26. COURSE FROM POINT Z TO POINT A, BEARING S 89° 15' 30" E, DISTANCE 100.00 FEET.



# Mustang Valley Public Improvement District

## Development Standards and Establishment of a Public Improvement District

KB Home Lone Star Inc. (the “KB Home”) intends to develop a tract of land as a master-planned community consisting of approximately 136.094 acres (the “Property”) which is located within the municipal boundaries of the City of Manor (the “City”). After due consideration, the City concluded that the development of the Property through the creation of a public improvement district (“PID”) would further the growth of the City, provide public recreational spaces, increase the assessed valuation of the real estate situated within the City, and otherwise be in the best interests of the City by furthering the health, safety, morals and welfare of its residents and taxpayers.

A Development Agreement between KB Home and the City (the “Agreement”) was executed on October 2, 2021 and established the terms under which a PID would be created. The City is now considering a petition for the creation of the Mustang Valley PID, which covers the area formerly referred to as the Holley/Smith tract which will be developed as a master-planned community containing 380 dwelling units. The development plan by KB Home conforms to the development standards of the city which will confer benefits to the City to a degree that is superior to benefits typically generated by projects that do not involve PID financing. The City will directly benefit from the creation of the PID through its control over development standards for the property, the expansion of public amenities, and the extension of roadway and water and wastewater systems, by KB Home.

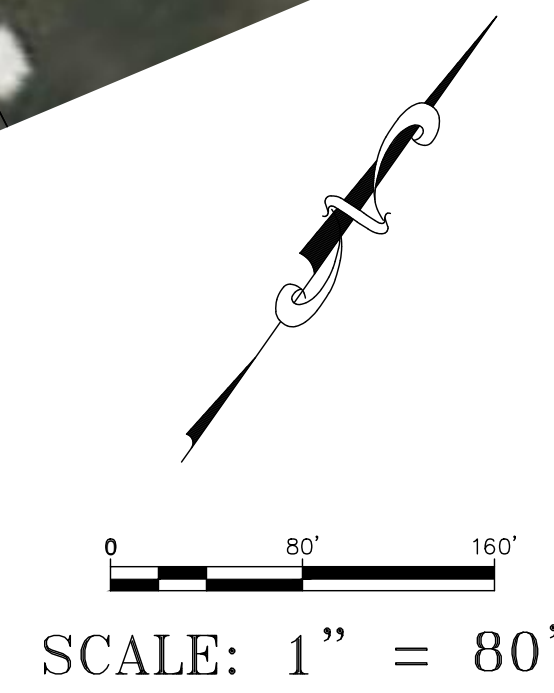
KB Home has worked with the City engineer to obtain review and approval for construction plans and specifications for the development of the Property. In accordance with the Agreement, KB Home has also caused for the construction of a primary collector roadway and has dedicated the necessary right-of-way required for the needs of the property. The proposed intersection at Arnham Lane and FM 973 is shown on the Traffic Exhibit attached.

Under the terms of the Agreement, KB Home has agreed to comply with the City’s development standards which includes improvements that enhance the City’s master plan. KB Home plans to dedicate approximately 6.7 acres of parkland and open space and will design, construct and install public amenities consisting of basketball courts, playground equipment and walking trails as shown on the Park Exhibit attached. KB Home is also funding the cost and design of offsite water improvements to extend a water main to provide service to the property and create a looped system through the site. An exhibit showing the offsite water solution is shown on the Water Exhibit attached.

Through the use of the PID, funding will be efficiently allocated to the Authorized Improvements referenced in the Agreement with funding prioritized for roadway, water, wastewater and community park improvements needed to build a quality community.

### Specific Areas of Benefit Provided by KB Home:

- Construction of Anderson Road as a primary collector roadway which was fully funded and constructed at a cost of \$1,246,458.79.
- 2.33 right-of-way dedication necessary for the extension of Cameron Road to the north of the Property.
- \$1,537,860 paid to the City of Manor as prepayment in 2021 towards the construction of a wastewater line, acquisition of easements and related appurtenances for the wastewater improvement project. Interest payments for a three-year period are estimated at \$405,000.
- KB arranged for the Property to be removed from the certificate of convenience and necessity (“CCN”) water service area of Aqua Water Supply Corporation which will allow the City to expand its water CCN service area and serve the Property.



DESIGNED BY: LAW	DRAFTED BY: CMC
DATE	
REVISION	
<b>Carlson, Brigrance &amp; Doering, Inc.</b> Civil Engineering ♦ Surveying Main Office: 5301 West Williams Cannon Dr., Austin, Texas 78750 North Office: 12129 RR 620 N., Ste. 600, Austin, Texas 78750 Phone No. (512) 280-5160 www.cbdi.com	
SHEET NAME: <b>PROPOSED FM 973 &amp; ARNHAMN LANE INTERSECTION</b>	
JOB NAME: <b>HOLLEY SMITH MANOR TTA</b>	
PROJECT: <b>HOLLEY SMITH DEVELOPMENT PLAN</b>	
DATE: <b>MAY 2023</b>	
JOB NUMBER: <b>5411.1</b>	
SHEET: <b>1 OF 1</b>	

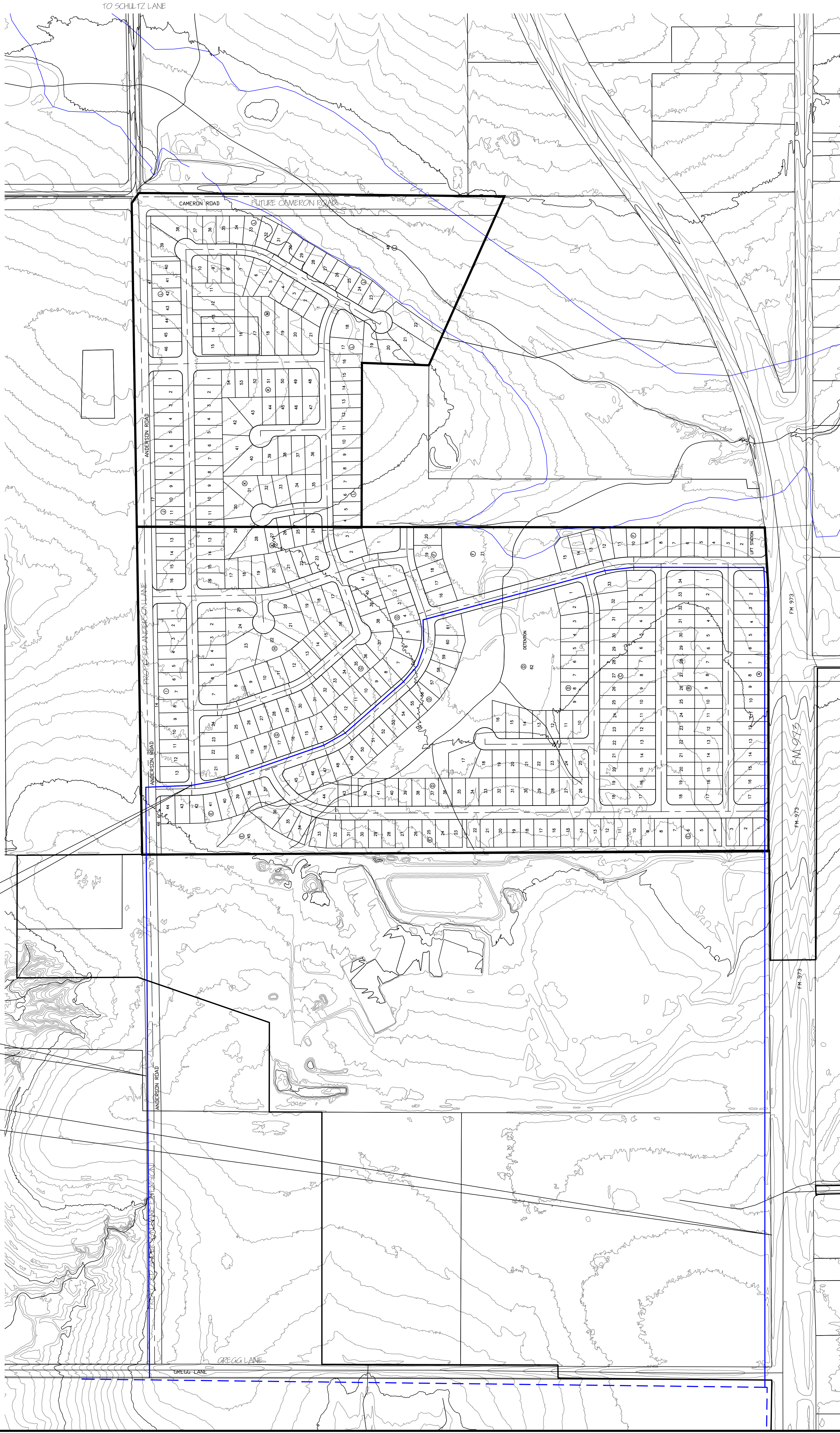
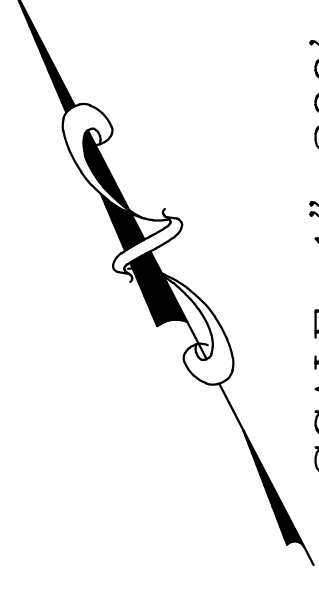
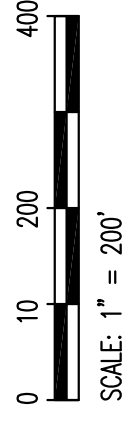


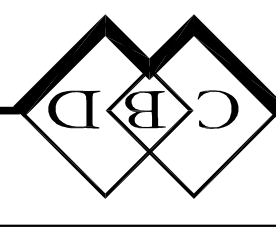
# HOLLEY SMITH MANOR TRACT

## WATER EXHIBIT

SECURE C&U CHANGE TO BE INCLUDED IN MANOR WATER SERVICE AREA: TIE TO MANOR WATER LINES AT GREGG LANE AND FM 975 AND CREATE A LOOP THROUGH THE SITE.

SCALE: 1" = 200'

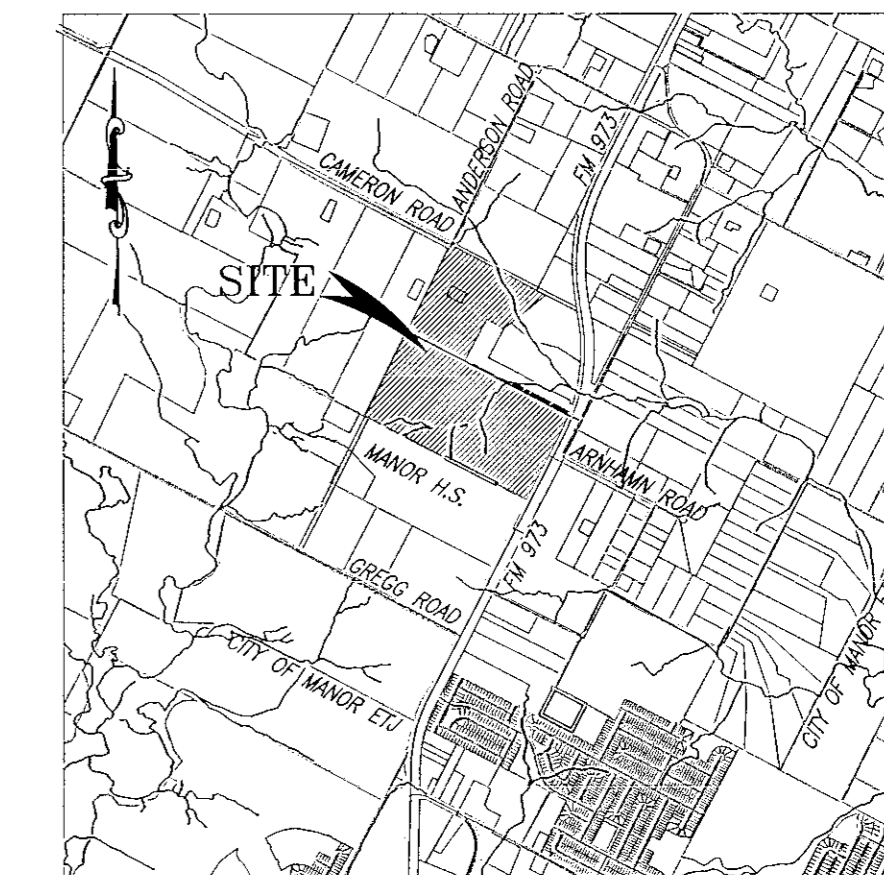



**Cartson, Brigrance & Doering, Inc.**  
 Civil Engineering & Surveying  
 5501 West William Cartson  
 Austin, Texas 78748  
 Phone No. (512) 280-5160  
 Fax No. (512) 280-5165  
 FIRM ID #F3791

DESIGNED BY: CRB	DRAWN BY: JSL	DATE: JULY 2021
WATER EXHIBIT		
SHEET		

JOB NAME: HOLLEY SMITH MANOR TRACT	PROJECT: PRELIMINARY CONCEPT
JOB NUMBER: 4612 HOLLEY	SHEET: 1 OF 1

# PRELIMINARY PLAT FOR HOLLEY SMITH MANOR SUBDIVISION CITY OF MANOR JANUARY 2022



VICINITY MAP  
N.T.S.

**TABLE OF CONTENTS**  
PRELIMINARY PLAN COVER SHEET  
PRELIMINARY GENERAL NOTES  
EXISTING CONDITIONS & DEMOLITION PLAN  
PRELIMINARY PLAN 100 SCALE (1 OF 2)  
PRELIMINARY PLAN 100 SCALE (2 OF 2)

**PROJECT INFORMATION:**

TOTAL ACREAGE: 136.92 ACRES  
SURVEY: SUMNER BACON, ABSTRACT NO. 63  
F.E.M.A. MAP NO. 4845300295H TRAVIS COUNTY, TEXAS DATED: SEPTEMBER 26, 2008

**SUBDIVISION INFORMATION:**

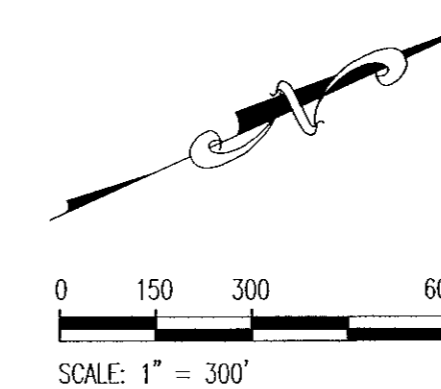
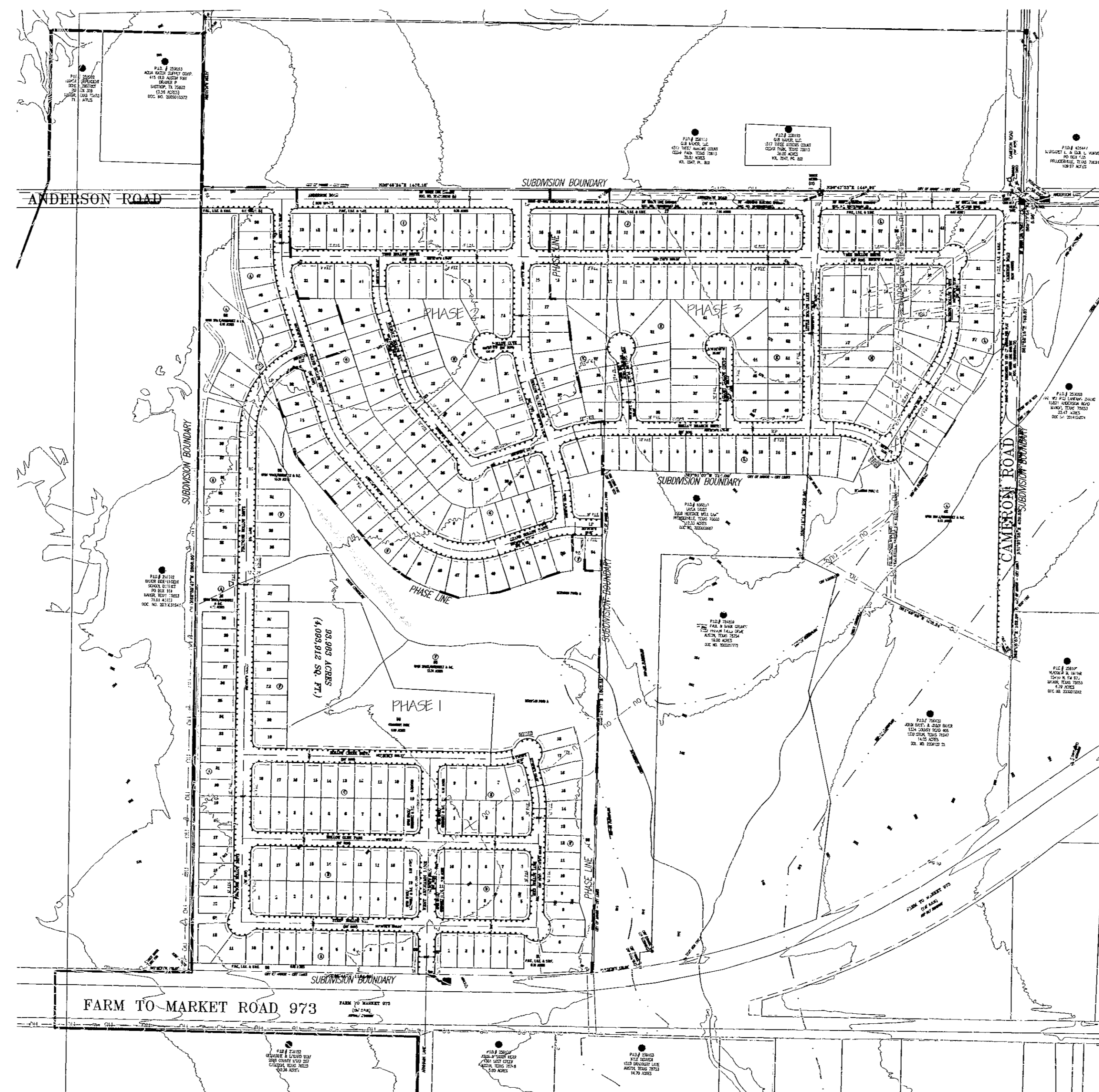
NO. OF BLOCKS: 13  
NO. OF LOTS: 379  
NO. RESIDENTIAL LOTS: 369 72.37 AC.  
NO. OF OPEN SPACE, DRAINAGE & GREENBELT LOTS: 3 26.59 AC.  
NO. OF LANDSCAPE, DRAINAGE & SIDEWALK LOTS: 6 2.89 AC.  
NO. OF PARKS: 1 6.56 AC.

TOTAL LINER FOOTAGE OF STREETS: 21,301 L.F. 28.51 AC.

TOTAL ACRES: 136.92 AC.

**ADJOINING OWNERS:**

- ① P.I.D.# 426447  
MARGARET L. & EMIL L. VORWERK  
PO BOX 935  
PFLUGERVILLE, TEXAS 78691  
109.97 ACRES
- ② P.I.D.# 259088  
HAN WU AND LANFANG ZHANG  
15821 ANDERSON ROAD  
MANOR, TEXAS 78653  
35.47 ACRES
- ③ P.I.D.# 259108  
VLADIMAR M. HAVAR  
15420 N. FM 973  
MANOR, TEXAS 78653  
6.79 ACRES
- ④ P.I.D.# 786420  
JOHN BAYER & JIMMY BAYER  
1334 COUNTY ROAD 405  
LEXINGTON, TEXAS 78947  
14.05 ACRES
- ⑤ P.I.D.# 896833  
LAYLA TRUST  
2008 HERITAGE WELL LANE  
PFLUGERVILLE, TEXAS 78660  
12.33 ACRES
- ⑥ P.I.D.# 784659  
BENNY, PAUL & MARK GRUNDY  
1552 PAYTON FALLS DRIVE  
AUSTIN, TEXAS 78754  
19.00 ACRES
- ⑦ P.I.D.# 259163  
KYLE NGUYEN  
1523 BRADBURY LANE  
AUSTIN, TEXAS 78753  
14.70 ACRES
- ⑧ P.I.D.# 259159  
JOHN & SANDY KERR  
1301 LOST CREEK  
AUSTIN, TEXAS 78746  
5.80 ACRES
- ⑨ P.I.D.# 259152  
GERALDINE & EDWARD WOLF  
2868 COUNTY ROAD 267  
CAMERON, TEXAS 76520  
50.36 ACRES
- ⑩ P.I.D.# 259092  
MANOR INDEPENDENT SCHOOL  
DISTRICT  
PO BOX 359  
MANOR, TEXAS 78653  
71.81 ACRES
- ⑪ P.I.D.# 259093  
AQUA WATER SUPPLY CORP.  
415 OLD AUSTIN HWY  
DRAWER P  
BASTROP, TX 78602  
(3.56 ACRES)
- ⑫ P.I.D.# 259110  
CAB MANOR, LLC  
4517 THREE ARROWS COURT  
CEDAR PARK, TEXAS 78613  
39.00 ACRES



**LEGEND**

- CONCRETE MONUMENT SET
- IRON PIPE FOUND
- IRON ROD FOUND
- IRON ROD SET
- WL ESMT. WATER LINE EASEMENT
- WW ESMT. WASTEWATER EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- L.E. LANDSCAPE EASEMENT
- D.E. DRAINAGE EASEMENT
- D.A.E. DRAINAGE ACCESS EASEMENT
- A.E. ACCESS EASEMENT
- SW.E. SIDEWALK EASEMENT
- 17 LOT NUMBER
- Ⓐ BLOCK NUMBER
- BUILDING SETBACK LINE
- - - EASEMENT LINE
- ⋯ SIDEWALK LOCATION
- ① ADJACENT PROPERTY OWNER
- CREEK CENTERLINE
- - - 100 YEAR FLOODPLAIN

**LEGAL DESCRIPTION**

BEING ALL OF THAT CERTAIN 93,983 (4,093,912 SQ. FT.) ACRE TRACT OF LAND SITUATED IN THE SUMNER BACON SURVEY, ABSTRACT NUMBER 63, TRAVIS COUNTY, TEXAS, SAID LAND BEING MORE PARTICULARLY DESCRIBED AS THE REMAINDER OF A CALLED 39,135 ACRE TRACT OF LAND (TRACT ONE), THE REMAINDER OF A CALLED 39,135 ACRE TRACT OF LAND (TRACT TWO), AND THE REMAINDER OF A CALLED 20 ACRE TRACT OF LAND (TRACT THREE), CONVEYED TO MARY RUTH HOLLEY IN VOLUME 9450, PAGE 717 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND DESCRIBED IN VOLUME 4234, PAGE 732, DEED RECORDS OF TRAVIS COUNTY TEXAS, SAID 93,983 ACRE (4,093,912 SQ. FT.) TRACT OF LAND AND BEING ALL OF THAT CERTAIN 42,921 ACRE (1,869,634 SQ. FT.) TRACT OF LAND SITUATED IN THE SUMNER BACON SURVEY, ABSTRACT NUMBER 63, SITUATED IN TRAVIS COUNTY, TEXAS, SAID LAND BEING MORE PARTICULARLY DESCRIBED AS ALL OF A CALLED 25,585 ACRE TRACT OF LAND CONVEYED TO ROBERT AND LINDSEY SMITH IN DOCUMENT NUMBER 2016022747 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND THE REMAINDER OF A CALLED 29,882 ACRE TRACT OF LAND CONVEYED TO ROBERT AND LINDSEY SMITH IN DOCUMENT NUMBER 2016022751 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 42,921 ACRE (1,869,634 SQ. FT.) TRACT OF LAND

**FLOODPLAIN NOTE:**

A PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100 YEAR FLOOD PLAIN OF THE FEDERAL FLOOD INSURANCE ADMINISTRATION FIRM PANEL NO. 4845300295H FOR TRAVIS COUNTY, TEXAS, DATED SEPTEMBER 26, 2008

**OWNER: DEVELOPER: ENGINEER/AGENT:**

KB HOME  
ATTN: JOHN ZINSMEYER  
10800 PECAN PARK BLVD., SUITE 200  
AUSTIN, TEXAS 78750  
PHONE: (512) 651-8100

KB HOME  
ATTN: JOHN ZINSMEYER  
10800 PECAN PARK BLVD., SUITE 200  
AUSTIN, TEXAS 78750  
PHONE: (512) 651-8100

CARLSON, BRIGANCE & DOERING, INC.  
5501 WEST WILLIAM CANNON DR.  
AUSTIN, TEXAS 78749  
PHONE: (512) 280-5160  
FAX: (512) 280-5165

STATE OF TEXAS      CERTIFICATE OF SURVEYOR  
COUNTY OF TRAVIS

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND. THIS PROPERTY COMPLIES WITH TRAVIS COUNTY CHAPTER 82 DEVELOPMENT REGULATIONS.



*Charles R. Brigance, Jr.* 24 Jan 2022  
ARON THOMASON      DATE:  
REGISTERED PROFESSIONAL LAND SURVEYOR

**ENGINEERS CERTIFICATION**

THIS IS TO CERTIFY THAT I AM CERTIFIED TO PRACTICE THE PROFESSION OF ENGINEERING IN THE STATE OF TEXAS, THAT I PREPARED THE PLANS SUBMITTED HERewith AND THAT ALL INFORMATION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AS RELATED TO THE ENGINEERING PORTIONS THEREOF, AND THAT SAID PLANS COMPLY WITH THE CITY OF AUSTIN CODES PURSUANT TO LAND DEVELOPMENT CODE TITLE 30 REQUIREMENTS AND ORDINANCES AND TRAVIS COUNTY CHAPTER 82 DEVELOPMENT REGULATIONS.

WITNESS MY HAND THIS 20th DAY OF January, 2022

*Charles R. Brigance, Jr.*  
CHARLES R. BRIGANCE, JR., P.E.      NO. 64346

**CITY OF MANOR ACKNOWLEDGEMENTS**

THIS PRELIMINARY PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS AND IS HEREBY RECOMMENDED FOR APPROVAL BY THE COUNCIL ON THIS THE \_\_\_\_ OF \_\_\_\_, 2022 A.D.

APPROVED:      ATTEST"

PHILIP TRYON, CHAIRPERSON      LLUVIA T. ALMARAZ, CITY SECRETARY

ACCEPTED AND APPROVED FOR RECORD BY THE CITY COUNCIL, CITY OF MANOR, TEXAS, ON THIS THE \_\_\_\_ OF \_\_\_\_, 2022 A.D.

APPROVED:      ATTEST"

HONORABLE DR. LARRY WALLACE, JR.      LLUVIA T. ALMARAZ, MAYOR OF THE CITY OF MANOR, TEXAS      CITY SECRETARY

DESIGNED BY: CRB	DRAFTED BY: CJP
DATE:	
REVISION:	
 Carlson, Brigance & Doering, Inc. Civil Engineering & Surveying FIRM ID #F3791 North Office: 5501 West William Cannon Dr., Austin, Texas 78749 Main Office: 12120 West William Cannon Dr., Austin, Texas 78750 Phone No: (512) 280-5160 www.cbding.com	
OVERALL PRELIMINARY PLAN HOLLEY SMITH MANOR SUBDIVISION PRELIMINARY PLAT	
SHEET NAME:	PROJECT:
JOB NAME:	
 CHARLES R. BRIGANCE, JR., P.E.      NO. 64346	
DATE:	JAN 2022
JOB NUMBER:	5411
SHEET:	1 OF 5

BENCH MARKS  
BM1:  
TP CIRS  
N:10114414.72 E: 3182177.13  
ELEV: 558.02  
BM2:  
TP CIRS  
N:10117547.43 E: 3180641.52  
ELEV: 565.51

GENERAL NOTES:

- ALL STREETS IN THE SUBDIVISION WILL BE CONSTRUCTED USING CITY OF MANOR URBAN STANDARDS AND WILL BE DEDICATED AS PUBLIC R.O.W. AT FINAL PLATING.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE CITY OF MANOR WATER AND WASTEWATER SYSTEM.
- THE WATER AND WASTEWATER UTILITY SYSTEM SERVING THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE CITY OF MANOR UTILITY DESIGN CRITERIA. THE WATER AND WASTEWATER UTILITY PLAN MUST BE REVIEWED AND APPROVED BY THE MANOR WATER UTILITY. ALL WATER AND WASTEWATER CONSTRUCTION MUST BE INSPECTED BY THE CITY OF MANOR. THE LANDOWNER MUST PAY THE CITY INSPECTION FEE WITH THE UTILITY CONSTRUCTION.
- PRIOR TO CONSTRUCTION ON ANY LOT IN THIS SUBDIVISION, DRAINAGE PLANS WILL BE SUBMITTED TO THE CITY OF MANOR & TRAVIS COUNTY. RAINFALL RUN-OFF SHALL BE HELD TO THE AMOUNT OF EXISTING CONDITIONS.
- DRIVEWAY LOCATIONS SHALL CONFORM TO CITY OF MANOR TRANSPORTATION CRITERIA MANUAL.
- EROSION/SEDIMENTATION CONTROLS ARE REQUIRED ON EACH LOT INCLUDING SINGLE FAMILY AND DUPLEX CONSTRUCTION, PURSUANT TO CITY OF MANOR LAND DEVELOPMENT CODE.
- PUBLIC SIDEWALKS, BUILT TO THE CITY OF MANOR STANDARDS, ARE REQUIRED ALONG BOTH SIDES OF ALL STREETS INCLUDING: JAVA DRIVE, ESPRESSO DRIVE, AVINGER LANE, WEIZENBOCK LANE, KUMBEACHER DRIVE, LEIPZIGER DRIVE, SCHNEIDER DRIVE, PILSENER PASS, FREIGEST DRIVE, GRAND AVENUE PARKWAY AND THE SUBDIVISION SIDE OF FARM TO MARKET ROAD 1325/BURNET ROAD AS SHOWN BY A DOTTED LINE ON THE FACE OF THE PLAT. THESE SIDEWALKS ARE REQUIRED TO BE IN PLACE PRIOR TO THE LOTS BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY.
- PEDERNALES ELECTRIC HAS THE RIGHT TO PRUNE AND/OR REMOVE TREES, SHRUBBERY AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP THE EASEMENTS CLEAR. MANOR ENERGY WILL PERFORM ALL TREE WORK IN COMPLIANCE WITH THE CITY OF MANOR LAND DEVELOPMENT CODE.
- THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE MANOR ENERGY WITH ANY EASEMENT AND/OR ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED, FOR THE INSTALLATION AND ONGOING MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRIC FACILITIES. THESE EASEMENTS AND/OR ACCESS ARE REQUIRED TO PROVIDE ELECTRIC SERVICE TO THE BUILDING AND WILL NOT BE LOCATED SO AS TO CAUSE THE SITE TO BE OUT OF COMPLIANCE WITH THE CITY OF MANOR LAND DEVELOPMENT CODE.
- THE OWNER SHALL BE RESPONSIBLE FOR ANY INSTALLATION OF TEMPORARY EROSION CONTROL, VEGETATION AND TREE PROTECTION. IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR ANY TREE PRUNING AND TREE REMOVAL THAT IS WITHIN TEN FEET OF THE CENTER LINE OF THE OVERHEAD ELECTRICAL FACILITIES DESIGNED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT. MANOR ENERGY WORK SHALL ALSO BE INCLUDED WITHIN THE LIMITS OF CONSTRUCTION FOR THIS PROJECT.
- NO BUILDINGS, FENCES, LANDSCAPING OR OTHER OBSTRUCTIONS ARE PERMITTED IN DRAINAGE EASEMENTS EXCEPT AS APPROVED BY THE CITY OF MANOR AND TRAVIS COUNTY.
- PARKLAND DEDICATION IS REQUIRED PER TITLE 25 AND TITLE 30 OF THE CITY CODE PRIOR TO APPROVAL OF A FINAL PLAT IN THIS SUBDIVISION. THE AREA TO BE DEDICATED IS SHOWN ON THIS PRELIMINARY PLAN AS LOT 56 BLOCK "T". THE LOT SHALL BE DEDICATED TO THE CITY OF MANOR UPON ANNEXATION FOR ALL PURPOSES. PUBLIC RECREATION EASEMENTS WILL BE PROVIDED ON LOT 56 "T" AT THE TIME OF FINAL PLAT. LOT 56 SATISFIES THE PARKLAND DEDICATION REQUIREMENTS FOR 369 SINGLE-FAMILY LOTS THE PARK DEVELOPMENT FEE WILL BE SATISFIED BY CONSTRUCTION OF AMENITIES AND/OR FEE-IN-LIEU THEREOF PRIOR TO FINAL PLAT APPROVAL.
- ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR ASSIGNS.
- WATER QUALITY CONTROLS ARE REQUIRED FOR ALL DEVELOPMENT WITH IMPERVIOUS COVER IN EXCESS OF 20% OF THE GROSS SITE AREA OF EACH LOT PURSUANT TO THE CITY OF MANOR LAND DEVELOPMENT CODE.
- PRIOR TO THE RECORDING OF ANY FINAL PLAT OF ALL OR A PORTION OF THIS PRELIMINARY PLAN, FISCAL SURETY SHALL BE PROVIDED IN ACCORDANCE WITH THE LAND DEVELOPMENT CODE FOR THE FOLLOWING SUBDIVISION IMPROVEMENTS:
  - A. STREET CONSTRUCTION AND RELATED INFRASTRUCTURE, INCLUDING PAVING AND SIDEWALKS, FOR THE FOLLOWING PUBLIC STREETS:
 

CAMERON ROAD	BRD HOLLOW LANE	HOLLOW COVE
ANDERSON ROAD	HOLLOW CREEK DRIVE	FEN HOLLOW PLACE
STEEP HOLLOW DRIVE	GRAND HOLLOW DRIVE	GLORY HOLLOW COURT
WEST ARNHAM LANE	TREE HOLLOW DRIVE	LITTLE HOLLOW LANE
FISHBONE HOLLOW DRIVE	BULBOUS HOLLOW WAY	NARROW HOLLOW DRIVE
HOLLOW GLEN PASS	HOLLOW VALLEY LANE	
  - B. ENVIRONMENTAL AND SAFETY CONTROLS, AND OTHER RELATED TERMS (E.G. EROSION AND SEDIMENTATION CONTROLS, RESTORATION, CHANNEL WORK, PIPE IN EASEMENTS, DETENTION, WATER QUALITY POND, ETC.) AS DETERMINED PRIOR TO FINAL PLAT APPROVAL. THE RESTORATION COST ESTIMATE WILL BE BASED ON DISTURBED AREAS INCLUDING THE FOLLOWING PUBLIC STREETS:
 

CAMERON ROAD	BRD HOLLOW LANE	HOLLOW COVE
ANDERSON ROAD	HOLLOW CREEK DRIVE	FEN HOLLOW PLACE
STEEP HOLLOW DRIVE	GRAND HOLLOW DRIVE	GLORY HOLLOW COURT
WEST ARNHAM LANE	TREE HOLLOW DRIVE	LITTLE HOLLOW LANE
FISHBONE HOLLOW DRIVE	BULBOUS HOLLOW WAY	NARROW HOLLOW DRIVE
HOLLOW GLEN PASS	HOLLOW VALLEY LANE	

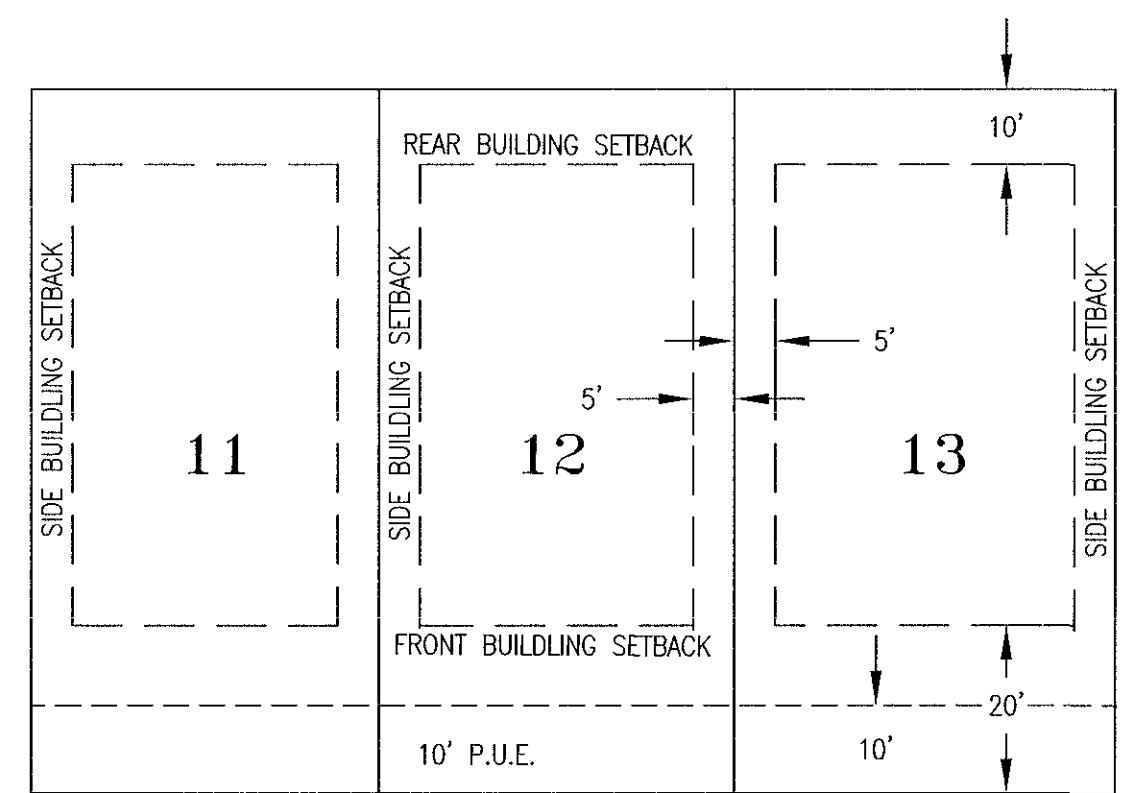
- A 10 FOOT (10') P.U.E. IS HEREBY DEDICATED ADJACENT TO ALL STREETS.
- THE UTILITY PROVIDERS FOR THE SUBDIVISION ARE AS FOLLOWS:
  - WATER & WASTEWATER - CITY OF MANOR
  - ELECTRIC - BLUE BONNET ENERGY
  - GAS - ATMOS ENERGY
- TWO-YEAR PEAK FLOW CONTROL AS DETERMINED UNDER THE DRAINAGE CRITERIA MANUAL AND THE ENVIRONMENTAL CRITERIA MANUAL IS REQUIRED PURSUANT TO THE CITY OF MANOR LAND DEVELOPMENT CODE.
- LOT 51, 52 & 53 BLOCK "A"; LOT 19 BLOCK "B"; LOT 19 BLOCK "C"; LOT 11 BLOCK "D"; LOT 10 BLOCK "E"; LOTS 55, 56 & 57 BLOCK "F"; LOT 14 BLOCK "I"; LOT 17 BLOCK "J" AND LOTS 41 & 42 BLOCK "L" SHALL BE MAINTAINED BY THE OWNER AND OR REPRESENTATIVE OF THE SUBDIVISION. UPON ANNEXATION FOR ALL PURPOSES BY THE CITY OF MANOR, LOT 56 BLOCK "T" WILL BE DEDICATED TO THE CITY OF MANOR AND THE CITY SHALL BEGIN MAINTAINING IT. NO RESIDENTIAL USES ARE ALLOWED ON THESE AFOREMENTIONED LOTS.

**STREET STANDARDS CHART**

STREET NAME	STREET LENGTH	R.O.W. WIDTH	PAVEMENT WIDTH	SIDEWALKS	CLASSIFICATION
CAMERON ROAD	1,644 LF	VARIES	40' FACE TO FACE	4.0'	MAJOR ARTERIAL
ANDERSON ROAD	4,088 LF	70'	40' FACE TO FACE	4.0'	UNDIVIDED COLLECTOR
STEEP HOLLOW DRIVE	1,681 LF	50'	30' FACE TO FACE	4.0'	RESIDENTIAL
WEST ARNHAM LANE	889 LF	80'	40' FACE TO FACE	4.0'	RESIDENTIAL
FISHBONE HOLLOW DRIVE	2,135 LF	60'	40' FACE TO FACE	4.0'	RESIDENTIAL
HOLLOW GLEN PASS	1,064 LF	50'	30' FACE TO FACE	4.0'	RESIDENTIAL
BRD HOLLOW LANE	631 LF	50'	30' FACE TO FACE	4.0'	RESIDENTIAL
HOLLOW CREEK DRIVE	1,025 LF	50'	30' FACE TO FACE	4.0'	RESIDENTIAL
GRAND HOLLOW DRIVE	2,025 LF	80'	40' FACE TO FACE	4.0'	RESIDENTIAL
TREE HOLLOW DRIVE	2,411 LF	50'	30' FACE TO FACE	4.0'	RESIDENTIAL
BULBOUS HOLLOW WAY	847 LF	50'	30' FACE TO FACE	4.0'	RESIDENTIAL
HOLLOW VALLEY LANE	1,197 LF	60'	40' FACE TO FACE	4.0'	RESIDENTIAL
HOLLOW COVE	124 LF	50'	30' FACE TO FACE	4.0'	RESIDENTIAL
FEN HOLLOW PLACE	295 LF	50'	30' FACE TO FACE	4.0'	RESIDENTIAL
GLORY HOLLOW COURT	317 LF	50'	30' FACE TO FACE	4.0'	RESIDENTIAL
LITTLE HOLLOW LANE	816 LF	50'	30' FACE TO FACE	4.0'	RESIDENTIAL
NARROW HOLLOW DRIVE	741 LF	50'	30' FACE TO FACE	4.0'	RESIDENTIAL

**Curve Table**

Curve #	Length	Radius	DELTA	Chord Direction	Chord Length
C1	282.38	2764.79	5°51'07"	S24°12'52"W	282.26

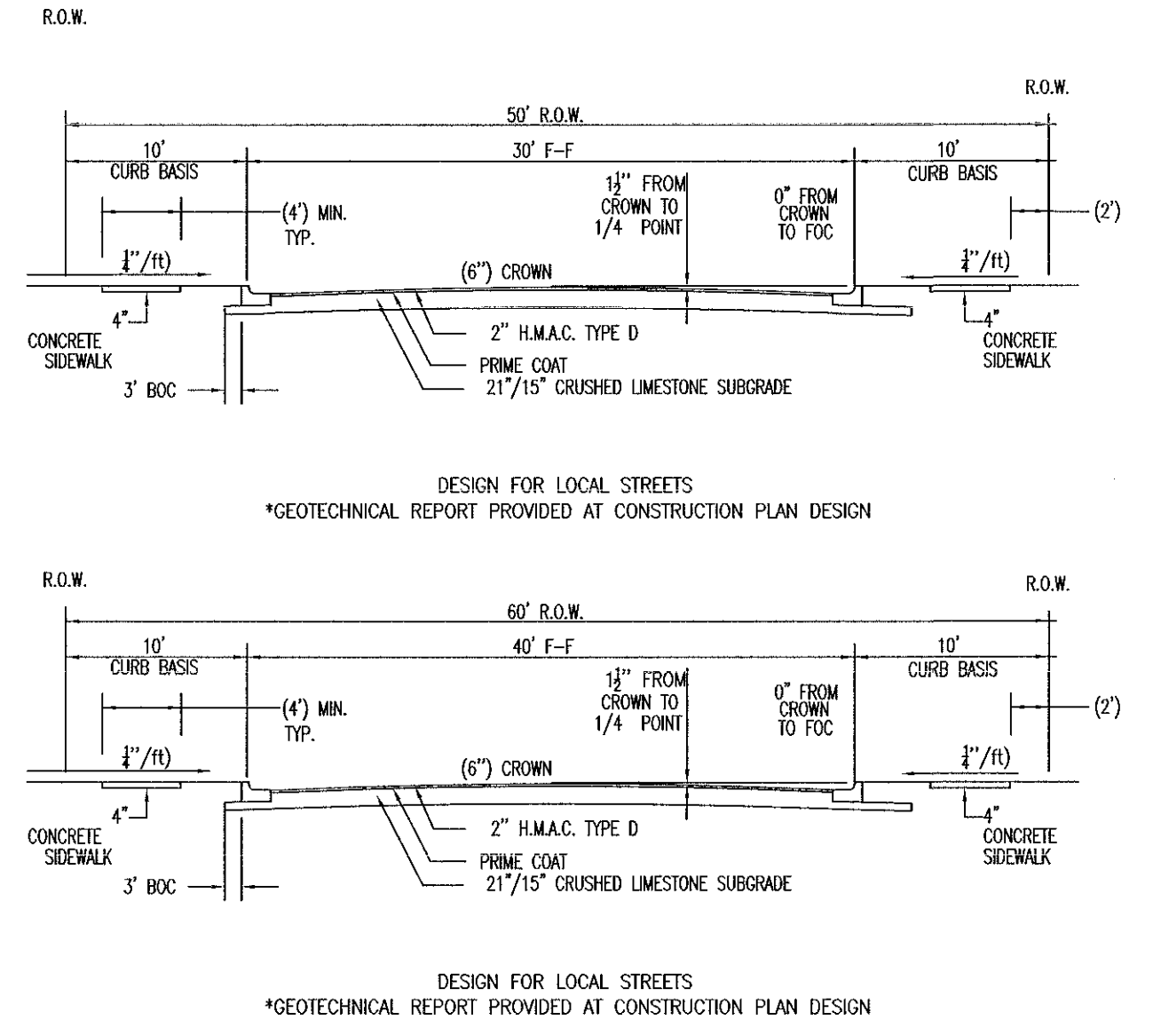


**BUILDING SETBACK DETAIL**  
N.T.S.

- NOTES:
- THERE SHALL BE A 10' P.U.E. ALONG ALL STREETS
  - THERE SHALL BE A 10 FT REAR SETBACK, A 5 FT SIDE SETBACK AND A 20 FT FRONT SETBACK FOR ALL LOTS WITHIN THIS SUBDIVISION.

- THE OWNER OF THE PROPERTY IS RESPONSIBLE FOR MAINTAINING CLEARANCES REQUIRED BY THE NATIONAL ELECTRIC SAFETY CODE, OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS, CITY OF MANOR RULES AND REGULATIONS AND TEXAS STATE LAWS PERTAINING TO CLEARANCES WHEN WORKING IN CLOSE PROXIMITY TO OVERHEAD POWER LINES AND EQUIPMENT. MANOR ENERGY WILL NOT RENDER ELECTRIC SERVICE UNLESS REQUIRED CLEARANCES ARE MAINTAINED. ALL COSTS INCURRED BECAUSE OF FAILURE TO COMPLY WITH THE REQUIRED CLEARANCES WILL BE CHARGED TO THE OWNER.
- THE CITY'S ENVIRONMENTAL CRITERIA MANUAL (ECM) SECTIONS 2.4.1.D AND 2.4.2.C STATE, IN AREAS WHERE UTILITY LINES ARE PRESENT OR PROPOSED ONLY TREES FROM THE UTILITY COMPATIBLE SHADE TREES LIST (SEE APPENDIX F) SHALL BE PLANTED WITHIN 30 TO 40 LATERAL FEET FROM ANY OVERHEAD TRANSMISSION CONDUCTOR, UNLESS A MORE RESTRICTIVE DEDICATED RIGHT-OF-WAY HAS BEEN ESTABLISHED. ALL TREES ARE PROHIBITED TO BE PLANTED WITHIN 25 FEET OF THE BASE OF TRANSMISSION STRUCTURES.
- ANY PLANNED TEMPORARY OR PERMANENT FENCING MUST NOT PREVENT ACCESS TO THE EASEMENT. MANOR ENERGY WILL INSTALL A LOCK ON THE GATE TO PROVIDE ACCESS. IDENTIFY LOCATION AND PROVIDE SPECIFICATIONS FOR PROPOSED FENCING. ACCESS MUST BE GIVEN 24 HOURS A DAY.
- PROPERTY OWNER IS RESPONSIBLE FOR ALL DAMAGES TO CURBING, LANDSCAPE AND WALLS PLACED AROUND THE ELECTRIC TRANSMISSION STRUCTURES/POLES/LINES CAUSED BY MANOR ENERGY DURING MAINTENANCE AND REPAIRS.
- THE EXISTING STRUCTURE SHALL BE REMOVED PRIOR TO FINAL PLAT AND SAID REMOVAL SHALL COMPLY WITH ALL NECESSARY PERMITTING REQUIREMENTS.
- ALL ACTIVITIES WITHIN THE CRITICAL ENVIRONMENTAL FEATURE (CEF) AND ASSOCIATED SETBACK MUST COMPLY WITH THE CITY OF MANOR LAND DEVELOPMENT CODE. THE NATURAL VEGETATIVE COVER MUST BE RETAINED TO MAXIMUM EXTENT PRACTICABLE, CONSTRUCTION IS PROHIBITED, AND WASTEWATER DISPOSAL OR IRRIGATION IS PROHIBITED. MITIGATION/ENHANCEMENT OF CEF BUFFER AREAS WILL BE ACCOMPLISHED THROUGH PLANTING OF NATIVE TREE AND SHRUB SPECIES AND HYDROMULCHED WITH NATIVE GRASS SPECIES COMPLIANT WITH 609S SPECIFICATION. MITIGATION FOR TEMPORARY CONSTRUCTION WITHIN THE SETBACK SHALL BE DETERMINED AT THE TIME OF CONSTRUCTION PLANS.
- LOT 1 BLOCK "T" COMMERCIAL LOT, LOT 62 BLOCK "B" COMMERCIAL LOT AND LOT 63 BLOCK "B" MULTIFAMILY LOT WILL EACH BE REQUIRED TO PROVIDE A BIOFILTRATION WATER QUALITY POND ON THE LOT AND DEDICATE THAT AREA AS CEF SETBACK AREA.
- FOR THE PORTION OF THE PROPERTY WITHIN TRAVIS COUNTY, A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO SITE DEVELOPMENT.
- THIS SITE IS SUBJECT TO THE CITY OF MANOR'S VOID AND WATER FLOW MITIGATION RULES.

FLOOD PLAN NOTE:  
NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP # 48453C0255J & 48453C0260J WILLIAMSON & TRAVIS COUNTIES, TEXAS DATED AUGUST 18, 2014.



DESIGNED BY: CRB	DRAFTED BY: CJP
DATE:	
REVISION:	
 Carl <span style="font-size: small;">son, Brigrance &amp; Doering, Inc.</span> Civil Engineering & Surveying	
Main Office 5501 West 12190 North Austin, Texas 78750 Phone No: (512) 286-5160 www.cbdtg.com	Firm ID #19791 North Office 12190 North Austin, Texas 78750 www.cbdtg.com
<b>OVERALL PRELIMINARY PLAN</b> <b>HOLLEY SMITH MANOR SUBDIVISION</b> <b>PRELIMINARY PLAT</b>	
SHEET NAME: OVERALL PRELIMINARY PLAN JOB NAME: HOLLEY SMITH MANOR SUBDIVISION PROJECT: PRELIMINARY PLAT	
CITY OF MANOR ACKNOWLEDGEMENTS THIS PRELIMINARY PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS AND IS HEREBY RECOMMENDED FOR APPROVAL BY THE COUNCIL ON THIS THE _____ OF _____, 2022 A.D.	
APPROVED:	ATTEST
PHILIP TRYON, CHAIRPERSON SECRETARY	LLUVIA T. ALMARAZ, CITY SECRETARY
ACCEPTED AND APPROVED FOR RECORD BY THE CITY COUNCIL, CITY OF MANOR, TEXAS, ON THIS THE _____ OF _____, 2022 A.D.	
APPROVED:	ATTEST
HONORABLE DR. LARRY WALLACE, JR., MAYOR OF THE CITY OF MANOR, TEXAS	LLUVIA T. ALMARAZ, CITY SECRETARY
DATE: JAN 2022	
JOB NUMBER: 5411	
SHEET: 2 OF 5	

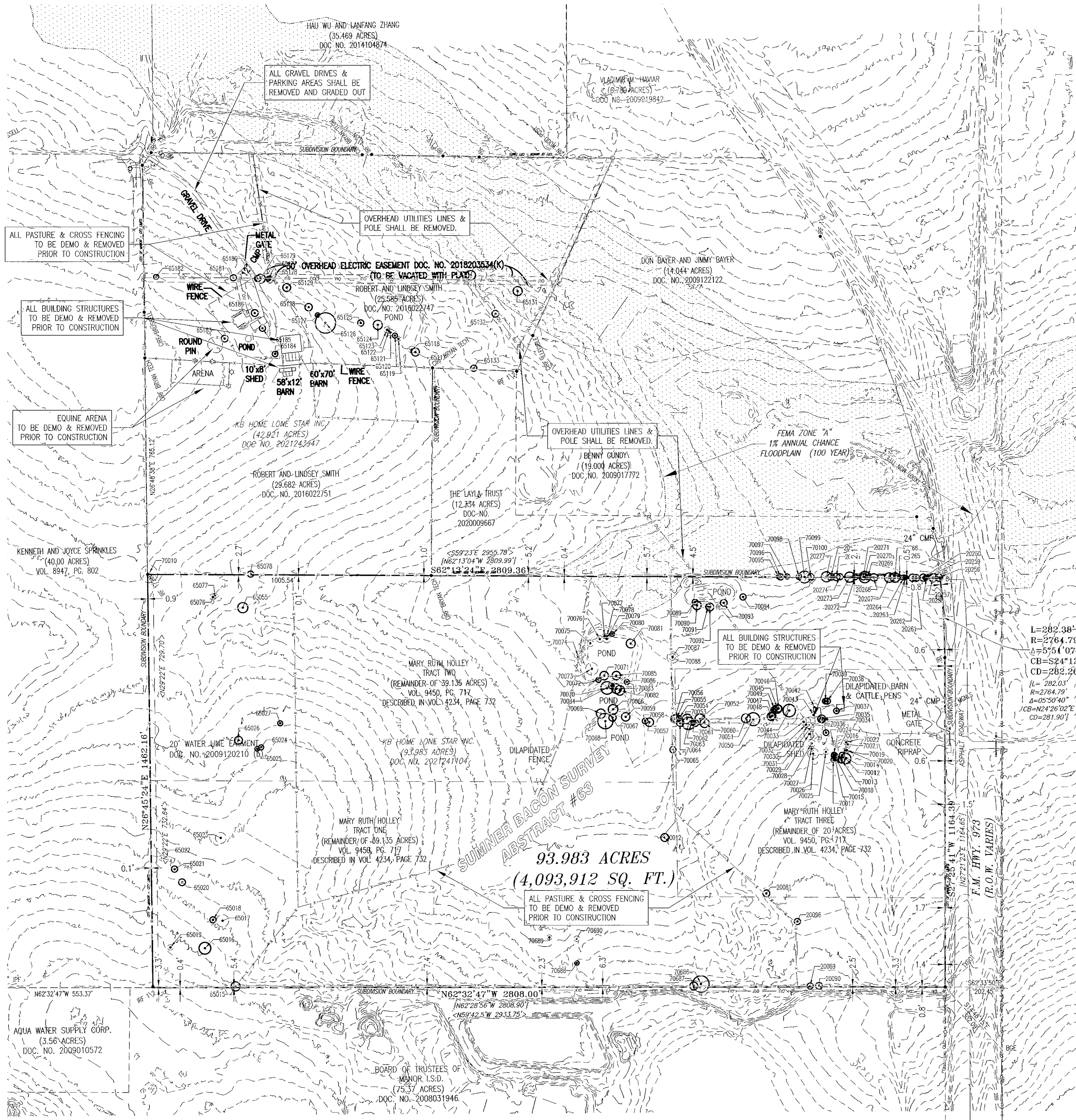
**ENGINEERS CERTIFICATION**

THIS IS TO CERTIFY THAT I AM CERTIFIED TO PRACTICE THE PROFESSION OF ENGINEERING IN THE STATE OF TEXAS, THAT I PREPARED THE PLANS SUBMITTED HEREWITH, AND THAT ALL INFORMATION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AS RELATED TO THE ENGINEERING PORTIONS THEREOF, AND THAT SAID PLANS COMPLY WITH THE CITY OF MANOR CODES AND ORDINANCES AND TRAVIS COUNTY.

WITNESS MY HAND THIS 20th DAY OF January, 2022

*Charles R. Brigrance, Jr.*  
 CHARLES R. BRIGRANCE, JR. P.E. NO. 64346

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Point #	Tree Description
20012	HACKBERRY 14"
20081	HACKBERRY 12"
20089	HACKBERRY 11"
20090	HACKBERRY 12"
20096	HACKBERRY 11"
20256	HACKBERRY 13"
20257	HACKBERRY MULTI 15"
20258	HACKBERRY 8"
20259	HACKBERRY 9"
20260	HACKBERRY MULTI 13"
20261	HACKBERRY 12"
20262	HACKBERRY 13"
20263	HACKBERRY 8"
20264	HACKBERRY 9"
20265	HACKBERRY 8"
20266	HACKBERRY MULTI 17"
20267	HACKBERRY 17"
20268	HACKBERRY 13"
20269	HACKBERRY 9
20270	HACKBERRY MULTI 18"

Point #	Tree Description
20271	HACKBERRY 11"
20272	HACKBERRY 10"
20273	HACKBERRY MULTI 18"
20274	HACKBERRY 11"
20275	HACKBERRY 13"
20276	HACKBERRY MULTI 12"
20277	HACKBERRY MULTI 18"
65015	HACKBERRY 16"
65016	MESQUITE MULTI 20"
65017	MESQUITE MULTI 22"
65018	MESQUITE MULTI 11"
65019	MESQUITE MULTI 10"
65020	MESQUITE MULTI 12"
65021	MESQUITE MULTI 11"
65022	MESQUITE MULTI 11"
65023	MESQUITE MULTI 19"
65024	MESQUITE MULTI 9"
65025	MESQUITE MULTI 8"
65026	MESQUITE MULTI 14"
65027	MESQUITE MULTI 9"

Point #	Tree Description
65055	MESQUITE MULTI 18"
65076	MESQUITE MULTI 11"
65077	MESQUITE MULTI 9"
65078	CEDAR 11"
65117	HACKBERRY 14"
65118	HACKBERRY 12"
65119	HACKBERRY 8"
65120	HACKBERRY 9"
65121	HACKBERRY MULTI 12"
65122	HACKBERRY 9"
65123	HACKBERRY MULTI 11"
65124	HACKBERRY MULTI 16"
65125	LIVE OAK MULTI 10"
65126	CEDAR MULTI 35"
65127	CEDAR 8"
65128	CEDAR 13"
65129	HACKBERRY MULTI 14"
65130	HACKBERRY MULTI 17"
65131	CEDAR 16"
65132	HACKBERRY 12"

Point #	Tree Description
65133	HACKBERRY 11"
65177	HACKBERRY 8"
65178	HACKBERRY 12"
65179	HACKBERRY MULTI 16"
65180	HACKBERRY 11"
65181	HACKBERRY MULTI 11"
65182	HACKBERRY 9"
65183	HACKBERRY 12"
65184	HACKBERRY 10"
65185	HACKBERRY 11"
65186	LIVE OAK 12"
70010	HACKBERRY MULTI 31"
70012	HACKBERRY MULTI 18"
70013	HACKBERRY 11"
70014	HACKBERRY 10"
70015	HACKBERRY 11"
70016	HACKBERRY 8"
70017	HACKBERRY 8"
70018	HACKBERRY 10"
70019	HACKBERRY 8"

Point #	Tree Description
70020	HACKBERRY 10"
70021	HACKBERRY 11"
70022	HACKBERRY 9"
70024	HACKBERRY 8"
70025	HACKBERRY 10"
70026	HACKBERRY MULTI 19"
70027	HACKBERRY 9"
70028	HACKBERRY 13"
70029	HACKBERRY MULTI 19"
70030	HACKBERRY 11"
70031	HACKBERRY 8"
70032	HACKBERRY 10"
70033	HACKBERRY MULTI 12"
70034	HACKBERRY 9"
70035	HACKBERRY 14"
70036	HACKBERRY 10"
70037	HACKBERRY 10"
70038	HACKBERRY 11"
70039	HACKBERRY 10"
70042	HACKBERRY 14"

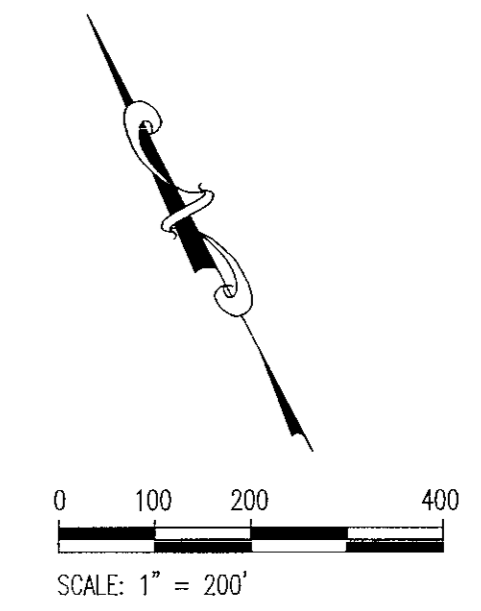
Point #	Tree Description
70043	HACKBERRY 11"
70044	HACKBERRY MULTI 22"
70045	HACKBERRY MULTI 15"
70046	HACKBERRY 12"
70047	HACKBERRY 12"
70048	HACKBERRY 14"
70049	HACKBERRY 10"
70050	HACKBERRY MULTI 23"
70051	HACKBERRY 15"
70052	HACKBERRY 18"
70053	HACKBERRY MULTI 17"
70054	HACKBERRY 9"
70055	HACKBERRY MULTI 14"
70056	HACKBERRY MULTI 14"
70057	HACKBERRY 15"
70058	ELM 10"
70059	WILLOW MULTI 15"
70060	HACKBERRY 16"
70061	HACKBERRY MULTI 12"
70062	HACKBERRY 8"

Point #	Tree Description
70063	HACKBERRY MULTI 22"
70064	HACKBERRY 13"
70065	HACKBERRY 11"
70066	WILLOW 17"
70067	WILLOW MULTI 13"
70068	WILLOW 27"
70069	WILLOW MULTI 16"
70070	WILLOW 22"
70071	WILLOW 15"
70072	HACKBERRY 9"
70073	WILLOW MULTI 21"
70074	HACKBERRY 8"
70075	WILLOW MULTI 12"
70076	WILLOW MULTI 13"
70077	HACKBERRY 8"
70078	HACKBERRY 10"
70079	WILLOW 14"
70080	HACKBERRY 8"
70081	HACKBERRY MULTI 16"
70082	WILLOW 17"

Point #	Tree Description
70083	WILLOW 17"
70084	WILLOW 10"
70085	WILLOW MULTI 15"
70086	HACKBERRY 9"
70087	HACKBERRY MULTI 12"
70088	CEDAR MULTI 19"
70089	HACKBERRY 10"
70090	HACKBERRY MULTI 15"
70091	HACKBERRY 9"
70092	HACKBERRY MULTI 14"
70093	HACKBERRY 12"
70094	HACKBERRY 11"
70095	HACKBERRY 8"
70096	HACKBERRY MULTI 11"
70097	HACKBERRY 9"
70098	HACKBERRY 10"
70099	HACKBERRY MULTI 21"
70100	HACKBERRY 11"
70686	BOIS D'ARC MULTI 29"
70687	BOIS D'ARC 14"

Point #	Tree Description
70688	HACKBERRY 8"
70689	MULBERRY 9"
70690	BOIS D'ARC MULTI 9"

TREES TO BE REMOVED:  
COUNT: 38  
TOTAL INCHES: 451"



**LEGEND**

- ⊕ BENCHMARK
- PUNCH HOLE FOUND
- ▨ CONCRETE MONUMENT FOUND
- 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- 1/2" CAPPED IRON ROD SET (UNLESS OTHERWISE NOTED)
- ⊙ IRON PIPE FOUND
- ⊙ 600 NAIL FOUND
- ⊙ COTTON SPINDLE FOUND
- ⊙ CONTROL POINT
- ⊙ CALCULATED POINT
- ⊙ ASPHALT
- ⊙ POWER POLE
- ⊙ SIGN
- ⊙ WATER VALVE
- ⊙ CLEAN OUT
- ⊙ FIRE HYDRANT
- ⊙ WATER METER
- ⊙ TELEPHONE PEDESTAL
- OVERHEAD ELECTRIC LINE
- ⊙ WIRE FENCE
- ⊙ TREE TO BE REMOVED
- ⊙ TREE TO BE SAVED

**BENCH MARKS**  
BM1:  
TP CIRS  
N:10114414.72 E: 3182177.13  
ELEV: 558.02  
BM2:  
TP CIRS  
N:10117547.43 E: 3180641.52  
ELEV: 565.51

DESIGNED BY:	DRAFTED BY:
CRB	CJP

**Carlson, Brigrance & Doering, Inc.**  
Civil Engineering & Surveying  
FIRM ID #F3791  
North Office: 406  
12100 North Loop East, Suite 600  
Austin, Texas 78750  
www.cbdrp.com  
Main Office: 600  
5501 West Avenue Dr.  
Austin, Texas 78749  
Phone No. (512) 280-5160

**EXISTING CONDITIONS & DEMOLITION PLAN**  
**HOLLEY SMITH MANOR SUBDIVISION**  
**PRELIMINARY PLAT**

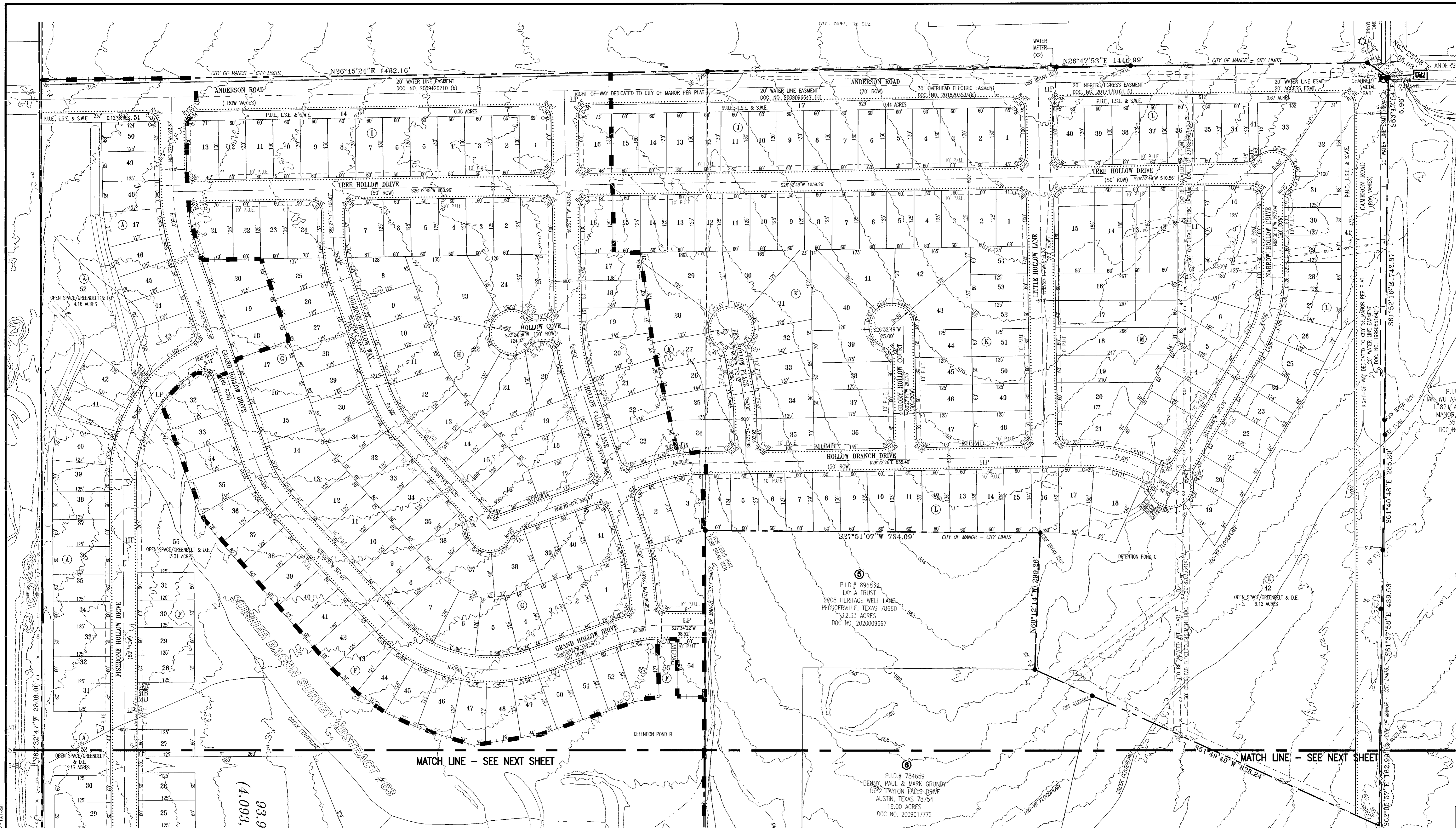
*Carol R. Brigrance*  
Professional Engineer  
No. 64346  
State of Texas  
Carlson, Brigrance & Doering, Inc.  
ID# F3791

**CITY OF MANOR ACKNOWLEDGEMENTS**  
THIS PRELIMINARY PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS AND IS HEREBY RECOMMENDED FOR APPROVAL BY THE COUNCIL ON THIS THE \_\_\_\_ OF \_\_\_\_\_, 2022 A.D.  
APPROVED: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
PHILLIP TRYON, CHAIRPERSON LUVIA T. ALMARAZ, CITY SECRETARY  
ACCEPTED AND APPROVED FOR RECORD BY THE CITY COUNCIL, CITY OF MANOR, TEXAS, ON THIS THE \_\_\_\_ OF \_\_\_\_\_, 2022 A.D.  
APPROVED: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
HONORABLE DR. LARRY WALLACE, JR. LUVIA T. ALMARAZ, MAYOR OF THE CITY OF MANOR, TEXAS CITY SECRETARY

01-20-22  
DATE  
JAN 2022  
JOB NUMBER  
5411  
SHEET  
3 OF 5

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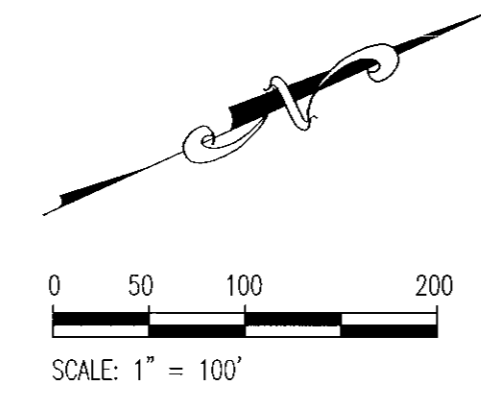


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93.9  
4.093,

MATCH LINE - SEE NEXT SHEET

MATCH LINE - SEE NEXT SHEET



LEGEND			
□	CONCRETE MONUMENT SET	17	LOT NUMBER
●	IRON PIPE FOUND	(A)	BLOCK NUMBER
○	IRON ROD FOUND	---	BUILDING SETBACK LINE
○	IRON ROD SET	---	EASEMENT LINE
WL ESMT.	WATER LINE EASEMENT	---	SIDEWALK LOCATION
WW ESMT.	WASTEWATER EASEMENT	---	ADJACENT PROPERTY OWNER
P.U.E.	PUBLIC UTILITY EASEMENT	---	CREEK CENTERLINE
L.E.	LANDSCAPE EASEMENT	---	100 YEAR FLOODPLAIN
D.E.	DRAINAGE EASEMENT	①	
D.A.E.	DRAINAGE ACCESS EASEMENT		
A.E.	ACCESS EASEMENT		
S.W.E.	SIDEWALK EASEMENT		

DESIGNED BY: CRB	DRAFTED BY: CJP
DATE:	
REVISION:	
 <b>Carlson, Brigrance &amp; Doering, Inc.</b> Civil Engineering & Surveying FIRM ID #F5759 Main Office: North Office 3501 West William Cannon Dr. 12429 RR 620 N., Ste. 600 Austin, Texas 78750 Phone No. (512) 280-5160 www.cbding.com	
<b>PRELIMINARY PLAN (1 OF 2)</b> <b>HOLLEY SMITH MANOR SUBDIVISION</b> <b>PRELIMINARY PLAN</b>	
SHEET NAME: PRELIMINARY PLAN (1 OF 2) JOB NAME: HOLLEY SMITH MANOR SUBDIVISION PROJECT: PRELIMINARY PLAN	
APPROVED: _____ ATTEST: _____ PHILLIP TRYON, CHAIRPERSON SECRETARY LLUVIA T. ALMARAZ, CITY SECRETARY	
ACCEPTED AND APPROVED FOR RECORD BY THE CITY COUNCIL, CITY OF MANOR, TEXAS, ON THIS THE ____ OF _____, 2022 A.D.	
APPROVED: _____ ATTEST: _____ HONORABLE DR. LARRY WALLACE, JR. MAYOR OF THE CITY OF MANOR, TEXAS LLUVIA T. ALMARAZ, CITY SECRETARY	
DATE:	JAN 2022
JOB NUMBER:	5411
SHEET:	4 OF 5

CITY OF MANOR ACKNOWLEDGEMENTS

THIS PRELIMINARY PLAN HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS AND IS HEREBY RECOMMENDED FOR APPROVAL BY THE COUNCIL ON THIS THE \_\_\_\_ OF \_\_\_\_\_, 2022 A.D.

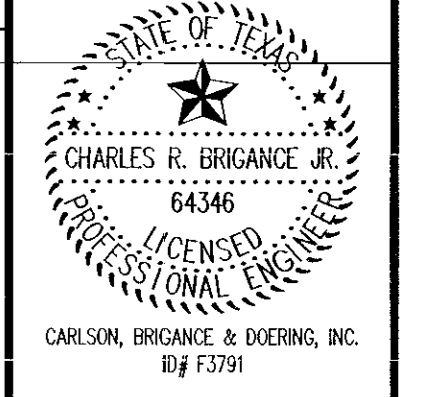
APPROVED: \_\_\_\_\_ ATTEST: \_\_\_\_\_

PHILLIP TRYON, CHAIRPERSON SECRETARY  
 LLUVIA T. ALMARAZ, CITY SECRETARY

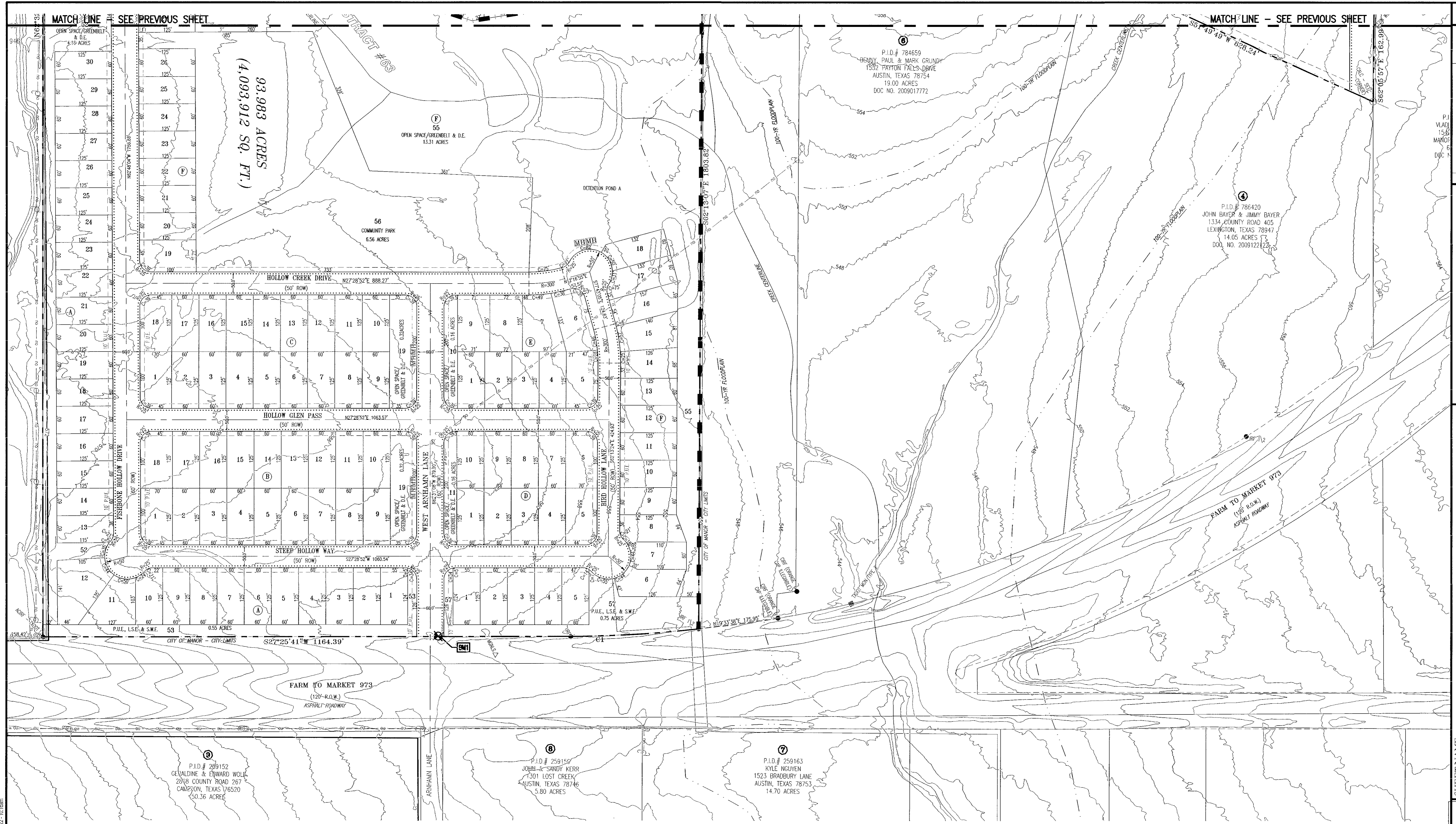
ACCEPTED AND APPROVED FOR RECORD BY THE CITY COUNCIL, CITY OF MANOR, TEXAS, ON THIS THE \_\_\_\_ OF \_\_\_\_\_, 2022 A.D.

APPROVED: \_\_\_\_\_ ATTEST: \_\_\_\_\_

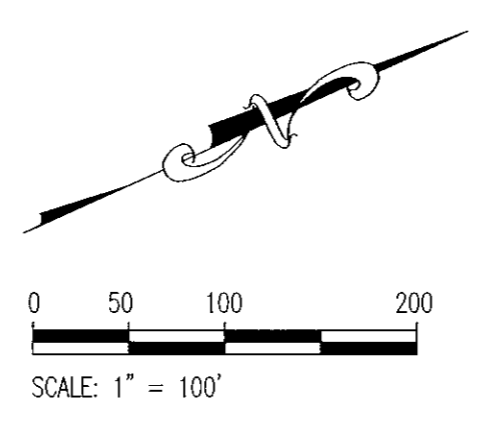
HONORABLE DR. LARRY WALLACE, JR. MAYOR OF THE CITY OF MANOR, TEXAS  
 LLUVIA T. ALMARAZ, CITY SECRETARY



10/27/2021  
 CARLSON, BRIGRANCE & DOERING, INC.  
 10/27/2021



FILE PATH: J:\AG303411\PRELIMINARY PLANS\5411\PRELIMINARY PLANS.dwg - Jan 24, 2022 - 10:18 AM



**LEGEND**

□	CONCRETE MONUMENT SET	17	LOT NUMBER
●	IRON PIPE FOUND	(A)	BLOCK NUMBER
○	IRON ROD FOUND	---	BUILDING SETBACK LINE
○	IRON ROD SET	---	EASEMENT LINE
WL ESMT.	WATER LINE EASEMENT	---	SIDEWALK LOCATION
WW ESMT.	WASTEWATER EASEMENT	①	ADJACENT PROPERTY OWNER
P.U.E.	PUBLIC UTILITY EASEMENT	---	CREEK CENTERLINE
L.E.	LANDSCAPE EASEMENT	---	100 YEAR FLOODPLAIN
D.E.	DRAINAGE EASEMENT		
D.A.E.	DRAINAGE ACCESS EASEMENT		
A.E.	ACCESS EASEMENT		
SW.E.	SIDEWALK EASEMENT		

**CITY OF MANOR ACKNOWLEDGEMENTS**

THIS PRELIMINARY PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS AND IS HERE BY RECOMMENDED FOR APPROVAL BY THE COUNCIL ON THIS THE \_\_\_\_ OF \_\_\_\_\_, 2022 A.D.

APPROVED: \_\_\_\_\_ ATTEST: \_\_\_\_\_

PHILIP TRYON, CHAIRPERSON  
SECRETARY

LLUVIA T. ALMARAZ, CITY SECRETARY

ACCEPTED AND APPROVED FOR RECORD BY THE CITY COUNCIL, CITY OF MANOR, TEXAS, ON THIS THE \_\_\_\_ OF \_\_\_\_\_, 2022 A.D.

APPROVED: \_\_\_\_\_ ATTEST: \_\_\_\_\_

HONORABLE DR. LARRY WALLACE, JR. LLUVIA T. ALMARAZ,  
MAYOR OF THE CITY OF MANOR, TEXAS CITY SECRETARY

DESIGNED BY: CRB	DRAFTED BY: CJP
DATE: _____	REVISION: _____
<b>PRELIMINARY PLAN (2 OF 2)</b> <b>HOLLEY SMITH MANOR SUBDIVISION</b> <b>PRELIMINARY PLAT</b>	
SHEET NAME: _____ JOB NAME: _____ PROJECT: _____	
CARLSON, BRIGRANCE & DOERING, INC. 87 F3751	
DATE: 01-20-22	
JOB NUMBER: 5411	
SHEET: 5 OF 5	



### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** June 7, 2023  
**PREPARED BY:** Lluvia T. Almaraz, City Secretary  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

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

- May 17, 2023, City Council Regular Meeting; and
- May 24, 2023, City Council Called Special Session

**BACKGROUND/SUMMARY:**

**LEGAL REVIEW:** Not Applicable

**FISCAL IMPACT:** Not Applicable

**PRESENTATION:** No

**ATTACHMENTS:** Yes

- May 17, 2023, City Council Regular Meeting Minutes
- May 24, 2023, City Council Called Special Session Minutes

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve the City Council Minutes of May 17, 2023, City Council Regular Meeting; and May 24, 2023, City Council Called Special Session.

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



**CITY COUNCIL  
CALLED SPECIAL SESSION MINUTES  
MAY 24, 2023**

**PRESENT:**

Dr. Christopher Harvey, Mayor

**COUNCIL MEMBERS:**

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

**CITY STAFF:**

Scott Moore, City Manager  
Lluvia T. Almaraz, City Secretary  
Tracey Vasquez, HR Director  
Ryan Phipps, Chief of Police  
Michael Pachnick, IT Technician

**SPECIAL SESSION – 6:00 P.M.**

With a quorum of the Council Members present, the special session of the Manor City Council was called to order by Mayor Harvey at 6:01 p.m. on Wednesday, May 24, 2023, in the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

**INVOCATION**

Mayor Harvey Church gave the invocation.

**PLEDGE OF ALLEGIANCE**

Mayor Harvey led the Pledge of Allegiance.

**PUBLIC COMMENTS**

No one appeared at this time.

**City Council Called Special Session Minutes  
May 24, 2023**

Mayor Harvey adjourned the special session of the Manor City Council into Executive Session at 6:02 p.m. on Wednesday, May 24, 2023, 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 551.074 (Personnel Matters)* to review and discuss a study regarding employee compensation. at 6:02 p.m. on Wednesday, May 24, 2023.

The Executive Session was adjourned at 8:01 p.m. on Wednesday, May 24, 2023.

**OPEN SESSION**

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during Closed Executive Session at 8:01 p.m. on Wednesday, May 24, 2023.

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

There was no action taken.

**ADJOURNMENT**

The Special Session of the Manor City Council was Adjourned at 8:01 p.m. on Wednesday, May 24, 2023.

These minutes were approved by the Manor City Council on the 7<sup>th</sup> day of June 2023.

**APPROVED:**

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

**ATTEST:**

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



**CITY COUNCIL  
REGULAR SESSION MINUTES  
MAY 17, 2023**

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

**PRESENT:**

Dr. Christopher Harvey, Mayor

**COUNCIL MEMBERS:**

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

**CITY STAFF:**

- Scott Moore, City Manager
- Lluvia T. Almaraz, City Secretary
- Scott Dunlop, Development Services Director
- Lydia Collins, Finance Director
- Ryan Phipps, Chief of Police
- Denver Collins, Assistant Chief of Police
- Scott Jones, Economic Development Director
- Matthew Woodard, Public Works Director
- Debbie Charbonneau, Heritage & Tourism Manager
- Sarah Friberg, Court Administrator
- Chasem Creed, IT Technician
- Veronica Rivera, Assistant City Attorney
- Frank Phelan, P.E., City Engineer
- Pauline Gray, P.E., City Engineer
- Daria Sakharova, 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 7:00 p.m. on Wednesday, May 17, 2023, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

### **INVOCATION**

Rev. Andy Anderson with Park Springs Baptist Church gave the invocation.

### **PLEDGE OF ALLEGIANCE**

Mayor Harvey led the Pledge of Allegiance.

### **PROCLAMATIONS**

#### **A. Declaring the week of May 21-27, 2023, as “Public Works Week”**

Mayor Harvey read and presented the Proclamation to the Manor Public Works Department. Mayor Harvey and Council thanked the Public Works Department for their hard work and commitment to the city. Public Works Department Director Woodard thanked his staff for all their hard work.

### **PUBLIC COMMENTS**

Robert Battaile, 502 E. Eggleston St., Manor, Texas, submitted a speaker card and expressed his concerns and frustration with City Council and the city’s proposed developments. He discussed his proposed initiative items. Mr. Battaile also expressed his disagreement with Agenda Item’s 6,17,18 and 19.

Pete Dwyer, 9900 Highway 290 E., Manor, Texas, submitted a speaker card and discussed the EntradaGlen PID progress.

Mayor Harvey read and presented a proclamation declaring Wednesday, May 17, 2023, as “Debbie Charbonneau Day” to Debbie Charbonneau, Heritage and Tourism Manager. Mayor and Council thanked Debbie Charbonneau for her years of service.

No one else appeared at this time.

### **PRESENTATION**

#### **A. 2023 TML Small Town Conference Update, presented by Mayor Harvey.**

Mayor Harvey presented the attached PowerPoint Presentation and gave an update on the 2023 TML Small Town Conference.

## PUBLIC HEARINGS

- 1. Conduct a public hearing on an ordinance rezoning five (5) lots on .23 acres, more or less, out of the South 40 ft of Lots 6-10, Block 1, AE Lanes Addition, and being located at 707 Bastrop St, Manor, TX from Single-Family Suburban (SF-1) to Two-Family Residential (TF). *Applicant: Saavy ATX Realty LLC; Owner: Wenkai Chen***

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

Mayor Harvey opened the public hearing.

Robert Battaile, 502 E. Eggleston St., Manor, Texas, submitted a speaker card and expressed his concerns regarding the rezoning request.

Development Services Director Dunlop discussed the proposed rezoning request and requested for Council to leave Public Hearing open until the June 21<sup>st</sup> Regular Council meeting.

**MOTION:** Upon a motion made by Council Member Amezcua and seconded by Council Member Moreno, to leave the Public Hearing open until the June 21<sup>st</sup> Regular Council Meeting.

There was no further discussion.

### Motion to stay open carried 6-0

- 2. Conduct a public hearing on an ordinance rezoning one (1) lot on 1.069 acres, more or less, out of the Gates G Survey 63, Abstract 315 and being located at 13500 FM 973, Manor, TX from Industrial Light (IN-1) to Commercial Light (C-1). *Applicant: Henry Juarez; Owner: Henry Juarez***

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

Mayor Harvey opened the public hearing.

Development Services Director Dunlop discussed the proposed rezoning request.

**MOTION:** Upon a motion made by Council Member Amezcua and seconded by Mayor Pro Tem Emily Hill, to close the Public Hearing.

Discussion was held regarding regulations for Commercial Light (C-1).

There was no further discussion.

### Motion to close carried 6-0



## CONSENT AGENDA

3. **Consideration, discussion, and possible action to approve the City Council Minutes of May 3, 2023, City Council Regular Meeting.**
  - **April 5, 2023, City Council Called Special Session; and**
  - **April 5, 2023, City Council Regular Meeting**
4. **Consideration, discussion, and possible action on the acceptance of the April 2023 Departmental Reports.**
  - **Police – Ryan Phipps, Chief of Police**
  - **Finance – Lydia Collins, Director of Finance**
  - **Travis County ESD No. 12 – Ryan Smith, Fire Chief**
  - **Economic Development – Scott Jones, Economic Development Director**
  - **Development Services – Scott Dunlop, Development Services Director**
  - **Community Development – Debbie Charbonneau, Heritage & Tourism Manager**
  - **Municipal Court – Sarah Friberg, Court Clerk**
  - **Public Works – Matt Woodard, Director of Public Works**
  - **Manor Cemetery – Nora Sanchez, MC Manager**
  - **Human Resources – Tracey Vasquez, HR Manager**
  - **IT – Phil Green, IT Director**
  - **Administration – Lluvia T. Almaraz, City Secretary**
5. **Consideration, discussion, and possible action on the Purchase Agreements with Carlota Nunez and Simon Nunez for a wastewater easement with a temporary construction easement.**

**MOTION:** Upon a motion made by Council Member Amezcua and seconded by Council Member Moreno, to approve the Consent Agenda as read.

There was no further discussion.

**Motion to approve carried 6-0**

## REGULAR AGENDA

6. **Consideration, discussion, and possible action on an Interlocal Agreement Between Manor Independent School District and the City of Manor for the Summer Library Program.**

The city staff recommended that the City Council approve the Interlocal Agreement between Manor Independent School District and the City of Manor and authorize the City Manager to negotiate a final agreement and execute the final agreement.

City Manager Moore discussed the proposed agreement.

Mayor Harvey clarified that the summer campus libraries that would be open were Blake Manor Elementary, Lagos Elementary, and Shadowglen Elementary. He suggested revisions be made to the agreement revising the participation from four (4) to three (3) elementary schools on “Section 2.2 Responsibilities of School District”.

Discussion was held regarding the clarification of Section 2.3 Additional Responsibilities of the School District.

Assistant City Attorney Rivera clarified if Council approved item, the motion would need to state with revisions as discussed.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Amezcua, to approve the Interlocal Agreement between Manor Independent School District and the City of Manor and authorize the City Manager to negotiate a final agreement and execute the final agreement with revisions to Section 2.2.

There was no further discussion.

**Motion to approve carried 6-0**

7. **First Reading: Consideration, discussion, and possible action on an Ordinance rezoning five (5) lots on .23 acres, more or less, out of the South 40 ft of Lots 6-10, Block 1, AE Lanes Addition, and being located at 707 Bastrop St, Manor, TX from Single-Family Suburban (SF-1) to Two-Family Residential (TF).** *Applicant: Saavy ATX Realty LLC; Owner: Wenkai Chen*

The city staff recommended that the City Council postpone the item to the June 21<sup>st</sup> Regular Council Meeting.

**MOTION:** Upon a motion made by Council Member Amezcua and seconded by Council Member Moreno to postpone the item to the June 21<sup>st</sup> Regular Council meeting.

There was no further discussion.

**Motion to postpone carried 6-0**

8. **First Reading: Consideration, discussion, and possible action on an ordinance rezoning one (1) lot on 1.069 acres, more or less, out of the Gates G Survey 63, Abstract 315 and being located at 13500 FM 973, Manor, TX from Industrial Light (IN-1) to Commercial Light (C-1).** *Applicant: Henry Juarez; Owner: Henry Juarez*

The city staff recommended that the City Council approve a first reading of an ordinance rezoning one (1) lot on 1.069 acres, more or less, out of the Gates G Survey 63, Abstract 315 and being located at 13500 FM 973, Manor, TX from Industrial Light (IN-1) to Commercial Light (C-1).

Development Services Director Dunlop discussed the proposed rezoning request.

Ordinance: An Ordinance of the City of Manor, Texas, Amending the Zoning Ordinance by Rezoning a Parcel of Land From Light Industrial (IN-1) to Light Commercial (C-1); Making Findings of Fact; and Providing for Related Matters.

**MOTION:** Upon a motion made by Council Member Amezcua and seconded by Council Member Weir to approve the first reading of an ordinance rezoning one (1) lot on 1.069 acres, more or less, out of the Gates G Survey 63, Abstract 315 and being located at 13500 FM 973, Manor, TX from Industrial Light (IN-1) to Commercial Light (C-1).

There was no further discussion.

**Motion to approve carried 5-1 (Council Member Deja Hill voted against)**

**9. Consideration, discussion, and possible action on a Performance Bond Extension request for the Village at Manor Commons Phase 3.**

The city staff recommendation was that the City Council approve a Performance Bond Extension request for the Village at Manor Commons Phase 3 to June 8, 2024.

Development Services Director Dunlop discussed the proposed bond extension.

**MOTION:** Upon a motion made by Council Member Amezcua and seconded by Council Member Moreno, to approve a Performance Bond Extension request for the Village at Manor Commons Phase 3 to June 8, 2024.

There was no further discussion.

**Motion to approve carried 6-0**

**10. Consideration, discussion, and possible action on a resolution of the City of Manor, Texas, approving and authorizing the Manor Heights Public Improvement District Reimbursement Agreement (Improvement Area #3).**

The city staff recommendation was that the City Council approve Resolution No. 2023-18 of the City of Manor, Texas approving and authorizing the Manor Heights Public Improvement District Reimbursement Agreement (Improvement Area #3) and directing the Mayor to execute the Reimbursement Agreement (Improvement Area #3).

Assistant City Attorney Rivera discussed the proposed agreement.

Resolution No. 2023-18: A Resolution of the City of Manor, Texas Approving and Authorizing the Manor Heights Public Improvement District Reimbursement Agreement (Improvement Area #3).

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Amezcua, to approve Resolution No. 2023-18 of the City of Manor, Texas approving and authorizing the Manor Heights Public Improvement District Reimbursement Agreement (Improvement Area #3) and directing the Mayor to execute the Reimbursement Agreement (Improvement Area #3).

There was no further discussion.

**Motion to approve carried 6-0**

**11. Consideration, discussion, and possible action on the City of Manor Fiscal Year 2023-2024 Budget Priorities with the Legislative Agenda.**

The city staff recommendation was that the City Council give staff and Budget Committee direction for the Fiscal Year 2023-24 budgeting priorities.

Director of Finance Collins discussed the 23-24 Budget Priorities with the Legislative Agenda and asked the Council for additional direction.

Discussion was held regarding the budget process.

**MOTION:** Upon a motion made by Council Member Amezcua and seconded by Mayor Pro Tem Emily Hill, to give staff and Budget Committee direction for the Fiscal Year 2023-2024 budget priorities.

There was no further discussion.

**Motion to approve carried 6-0**

Council Member Deja Hill stepped away from the dais at 8:27 p.m.

**12. Consideration, discussion, and possible action on a resolution to conduct a public hearing to consider amendment of Water and Wastewater Community Impact Fees as recommended by the Advisory Committee.**

The city staff recommendation was that the City Council approve Resolution No. 2023-19 to conduct a public hearing for the purpose of amending the Water and Wastewater Community Impact Fees.

City Engineer Gray discussed the proposed Public Hearing.

Resolution No. 2023-19: A Resolution of the City of Manor, Texas Setting a Public Hearing to be held at 7:00 P.M. on Wednesday, July 5, 2023, at Manor City Hall, 105 E. Eggleston Street, Manor, Texas 78653 to Consider Amendment of Water and Wastewater Community Impact Fees.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Amezcua, to approve Resolution No. 2023-19 to conduct a public hearing for the purpose of amending the Water and Wastewater Community Impact Fees.

There was no further discussion.

**Motion to approve carried 5-0**

Council Member Deja Hill returned to the dais at 8:29 p.m.

**13. Consideration, discussion, and possible action on the approval to submit the FY2023 Project Improvement List to Capital Metro.**

The city staff recommendation was that the City Council approve the submission of the FY2023 Project Improvement list to Capital Metro.

City Engineer Gray discussed the proposed FY2023 Project Improvement list with Capital Metro.

Discussion was held regarding the proposed street repairs for Greenbury, Wilhorse, and Bell Farms.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Weir, to approve the submission of the FY2023 Project Improvement list to Capital Metro.

There was no further discussion.

**Motion to approve carried 6-0**

**14. Consideration, discussion, and possible action on a change order to the construction contract for the Cottonwood Creek Phase 2 Wastewater Collection System Improvement project.**

The city staff recommendation was that the City Council approve Change Order No. 2 to the construction contract for the Cottonwood Creek Phase 2 Wastewater Collection System Improvement project with R Construction Civil, LLC in the amount of \$68,122.75.00.

City Engineer Phelan discussed the proposed Change Order for the Cottonwood Creek Phase 2 Wastewater Collection System Improvement project.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Council Member Moreno, to approve Change Order No. 2 to the construction contract for the Cottonwood Creek Phase 2 Wastewater Collection System Improvement project with R Construction Civil, LLC in the amount of \$68,122.75.00.

There was no further discussion.

**Motion to approve carried 6-0**

**15. Consideration, discussion, and possible action on a statement of work for engineering services for the Manor Commercial Park Wastewater Collection System & Carriage Hills Lift Station #5 Improvements project.**

The city staff recommendation was that the City Council approve and award Statement of Work #7 to George Butler Associates, Inc. for the Manor Commercial Park Wastewater Collection System & Carriage Hills Lift Station #5 Improvements in the amount of \$344,600.

City Engineer Phelan discussed the proposed Statement of Work for Engineering Services for the Manor Commercial Park Wastewater Collection System & Carriage Hills Lift Station #5 Improvement Project.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Council Member Amezcua, to approve and award Statement of Work #7 to George Butler Associates, Inc. for the Manor Commercial Park Wastewater Collection System & Carriage Hills Lift Station #5 Improvements in the amount of \$344,600.

There was no further discussion.

**Motion to approve carried 6-0**

**16. Consideration, discussion, and possible action on the 2022 Fall Inflow and Infiltration Report.**

The city staff recommendation was that the City Council accept the report as presented.

City Engineer Sakharova, P.E., presented the attached PowerPoint Presentation regarding the Fall 2022 Inflow and Infiltration Project.

**MOTION:** Upon a motion made by Council Member Amezcua and seconded by Council Member Moreno, to accept the report as presented.

There was no further discussion.

**Motion to approve acceptance carried 6-0**

**17. Consideration, discussion, and possible action on an amendment to the Space Needs Assessment and Facilities Master Plan Contract with PGAL.**

The city staff recommendation was that the City Council approve the Scope & Proposal Letter for Concept Design Services with PGAL.

Director of Finance Collins discussed the proposed letter for Concept Design Services with PGAL.

**MOTION:** Upon a motion made by Council Member Amezcua and seconded by Council Member Moreno, to approve the Scope & Proposal Letter for Concept Design Services with PGAL.

There was no further discussion.

**Motion to approve carried 6-0**

**18. Consideration, discussion, and possible action on creating the City Facilities Design Committee; and appointing Mayor Harvey and two (2) City Councilmembers to the City Facilities Design Committee with City staff.**

The city staff recommendation was that the City Council appoint Mayor Harvey and two (2) Council Members to the City Facilities Design Committee.

Director of Finance Collins discussed the proposed City Facilities Design Committee.

Mayor Harvey opened the floor for nominations. He stated that all council would have the opportunity to have input even though they wouldn't be part of the committee.

Mayor Pro Tem Emily Hill, Council Member Deja Hill, and Council Member Moreno nominated themselves.

**MOTION:** Upon a motion made by Council Member Deja Hill and seconded by Council Member Amezcua, to appoint Mayor Harvey, Council Member Deja Hill, and Council Member Moreno to the City Facilities Design Committee.

There was no further discussion.

**Motion to approve appointment carried 6-0**

**19. Consideration, discussion, and possible action on approving and authorizing the Scope of Work included in the Request for Proposals for City Branding and Ongoing Communications Services.**

The city staff recommendation was that the City Council approve and authorize the Scope of Work included in the request for proposals for City Branding and Ongoing Communications Services with revisions.

Economic Development Director Jones discussed the proposed RFP for City Branding and Ongoing Communications Services.

Mayor Harvey suggested adding public schools and hiring internships to support the workforce.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Amezcua, to approve and authorize the Scope of Work included in the request for proposals for City Branding and Ongoing Communications Services.

There was no further discussion.

**Motion to approve carried 6-0**

**20. Consideration, discussion, and possible action on an ordinance of the City of Manor, Texas, repealing Ordinance No. 309.**

The city staff recommendation was that the City Council approve Ordinance No. 704 repealing Ordinance No. 309.

Economic Development Director Jones discussed the proposed ordinance amendment.

Ordinance No. 704: An Ordinance of The City of Manor, Texas, Repealing Ordinance No. 309; Providing Severability; Savings Clause; Open Meetings and Effective Date Clauses; and Providing for Related Matters.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Amezcua, to approve Ordinance No. 704 repealing Ordinance No. 309.

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 9:06 p.m. on Wednesday, May 17, 2023, in accordance with the requirements of the Open Meetings Law.

**EXECUTIVE SESSION**

The Manor City Council convened into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in *Sections 551.071, and 551.087, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding EntradaGlen PID; Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Multi-Family Project Development Using Public Facility Corporations; and Section 551.071 and Section 551.087, Texas Government Code to deliberate on the acquisition of real property.* at 9:06 p.m. on Wednesday, May 17, 2023.

The Executive Session was adjourned at 10:13 p.m. on Wednesday, May 17, 2023.



**OPEN SESSION**

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during the Closed Executive Session at 10:13 p.m. on Wednesday, May 17, 2023.

There was no action taken.

**ADJOURNMENT**

The Regular Session of the Manor City Council was Adjourned at 10:13 p.m. on Wednesday, May 17, 2023.

These minutes were approved by the Manor City Council on the 7<sup>th</sup> day of June 2023.

**APPROVED:**

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

**ATTEST:**

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

Draft Minutes



# City of Manor

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Texas Municipal League  
Small Cities Conference  
5/11/2023



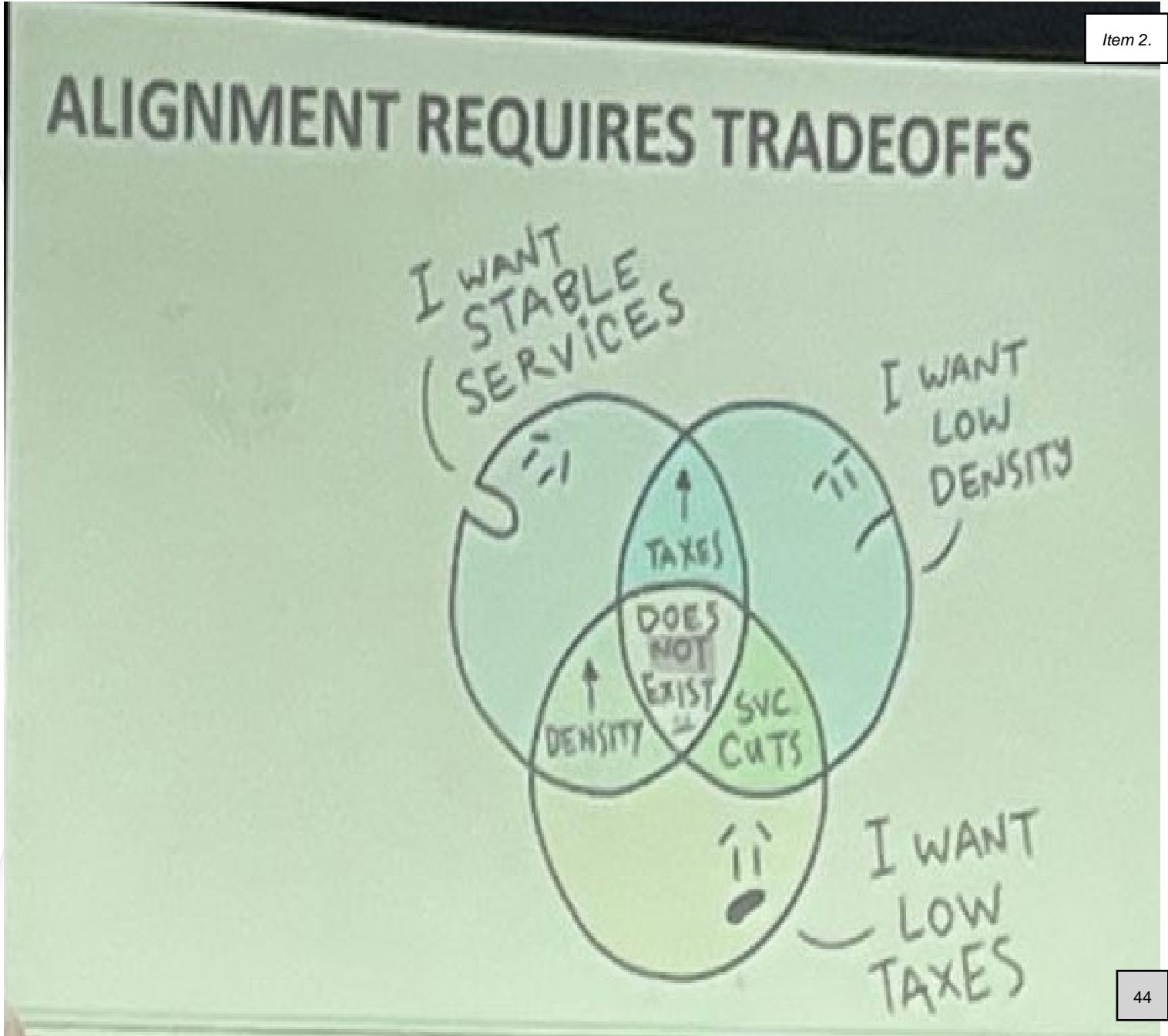
# Economic Development for Small Towns

Michael Guevara - Founding and Managing Shareholder, Guevara Law

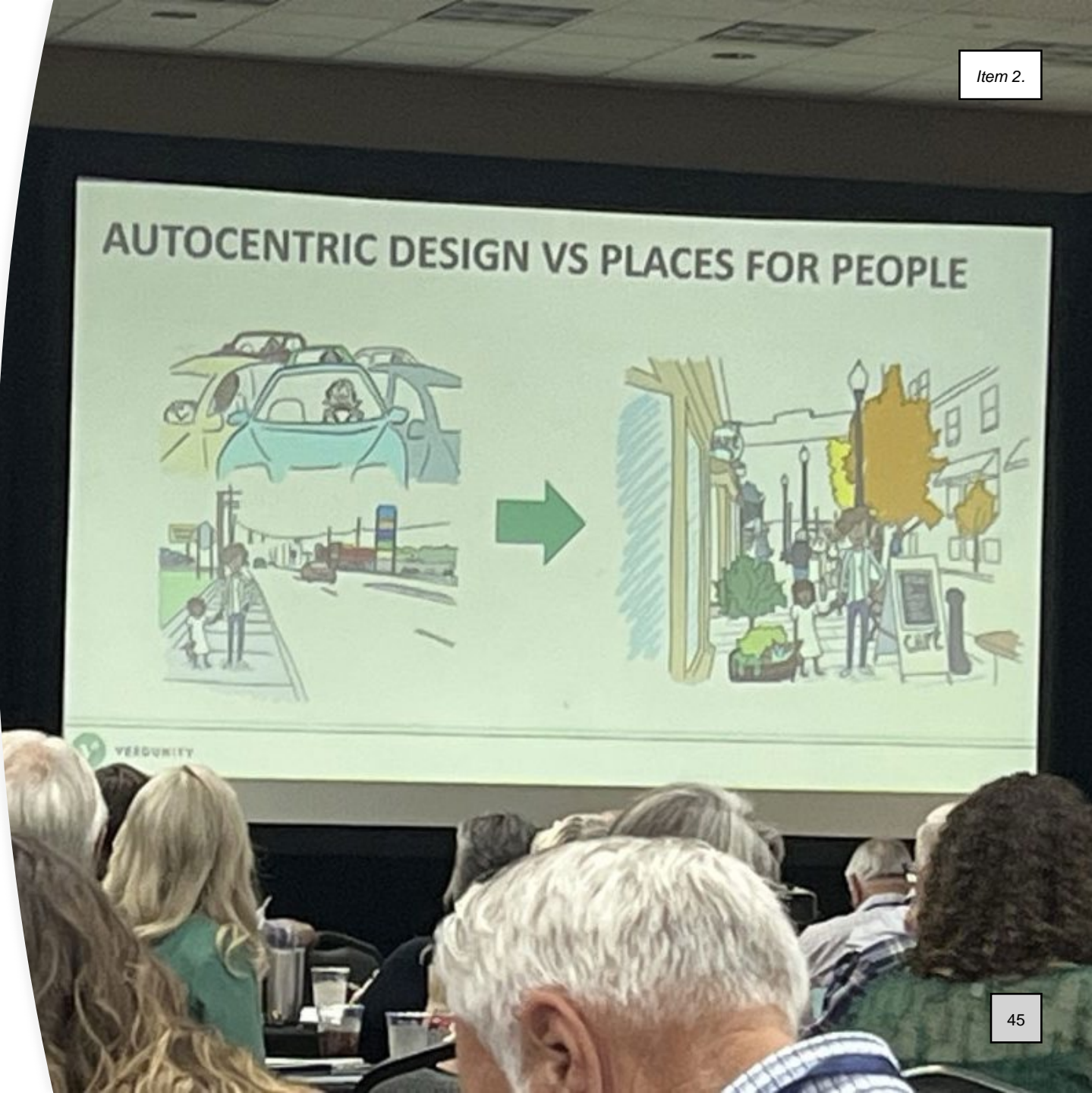
## Close the Resource Gap

- Increase Taxes or Fees
- Reduce Services
- Develop Responsibly

To Close The Resource Gap, We Can Only Get Two of the Three.

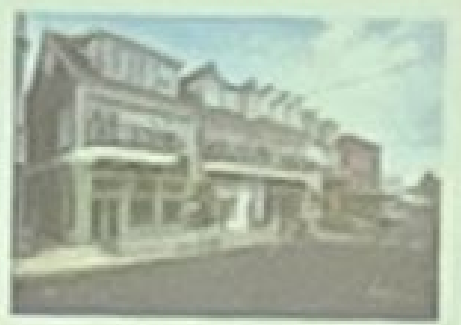
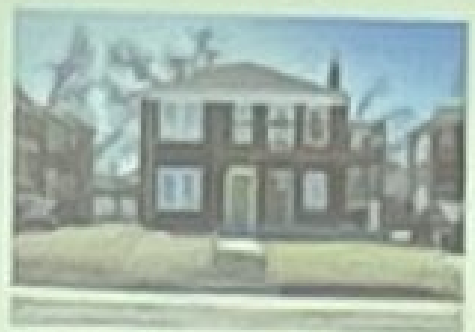
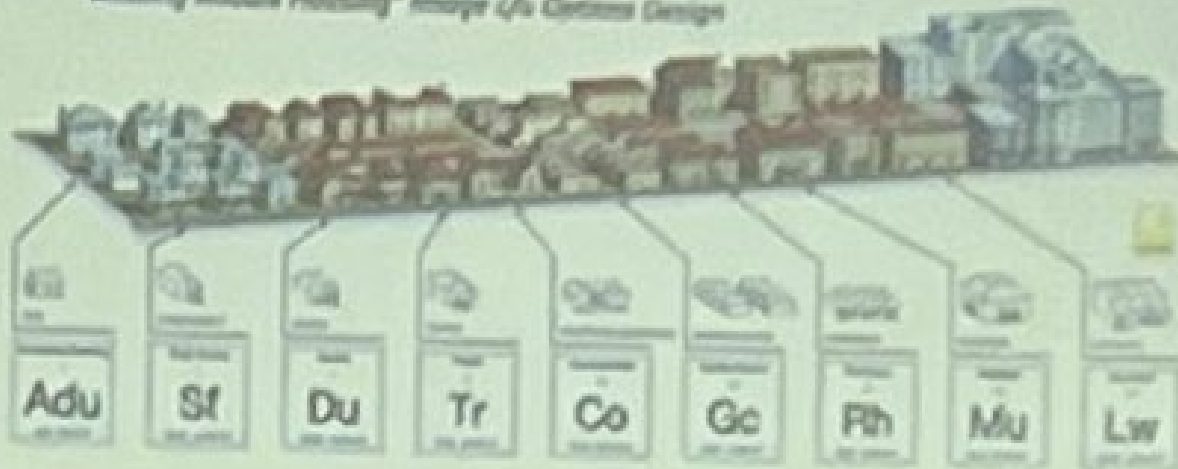


- Walkable
- Bikeable
- Connecting to Trails
- Uber/Lift
- Carpool
- Personal Vehicles
- Public Transportation



# "COMPLETE" NEIGHBORHOODS

"Missing Middle Housing" Image Life Centers Design



WE NEED A COMMON LANGUAGE

TO

DISCUSS COMMON PROBLEMS

AND

BUILD COMMON SOLUTIONS



FISCAL SUSTAINABILITY = DOLLAR\$ + SENSE

## IS YOUR CITY REALLY FISCALLY SUSTAINABLE?

- Does your City have enough money to pay for basic services and infrastructure maintenance now and in the future?
- How much of the City's revenue is depending on volatile sources such as sales tax and fees from new development versus property tax (a more stable and predictable source)?
- Can current and future liabilities be addressed while keeping housing affordable for those who are and want to live in the community?

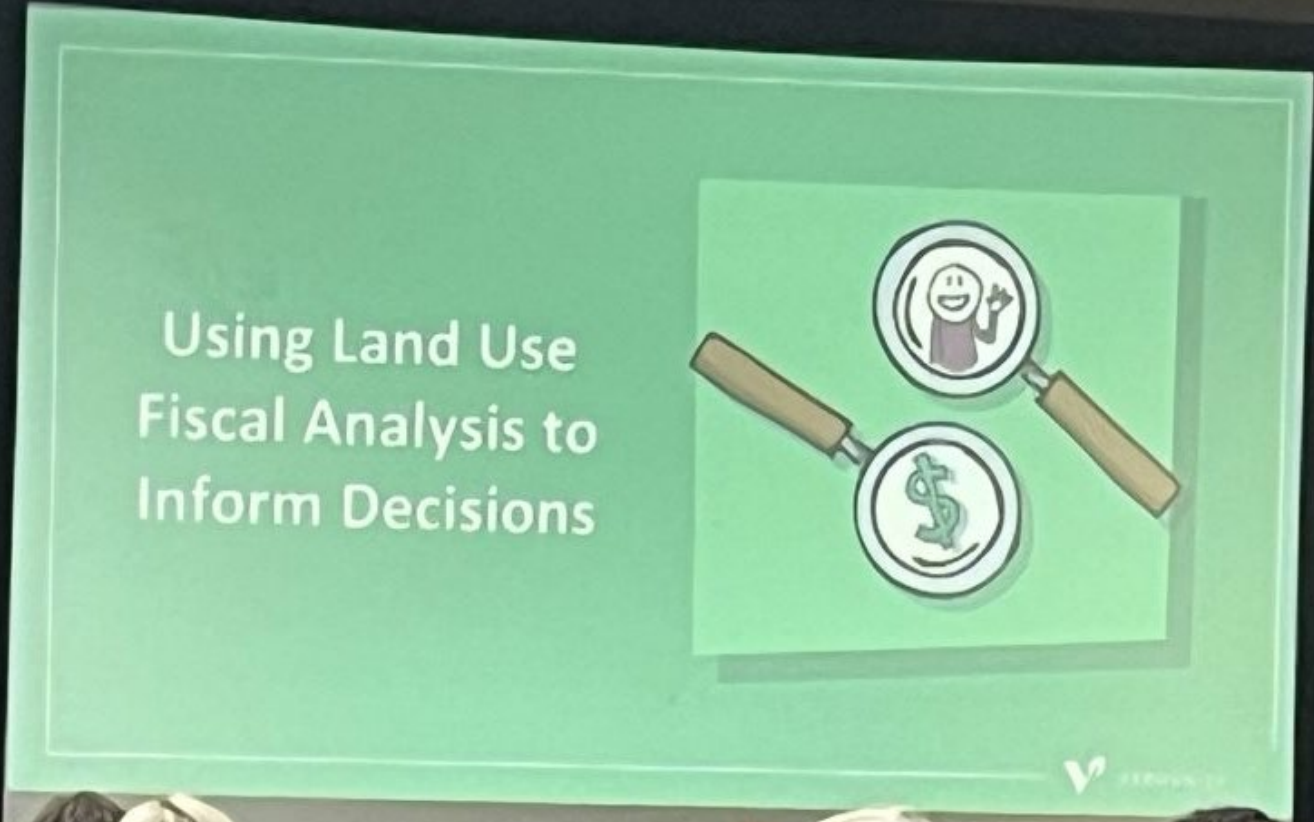


Is there a way to:

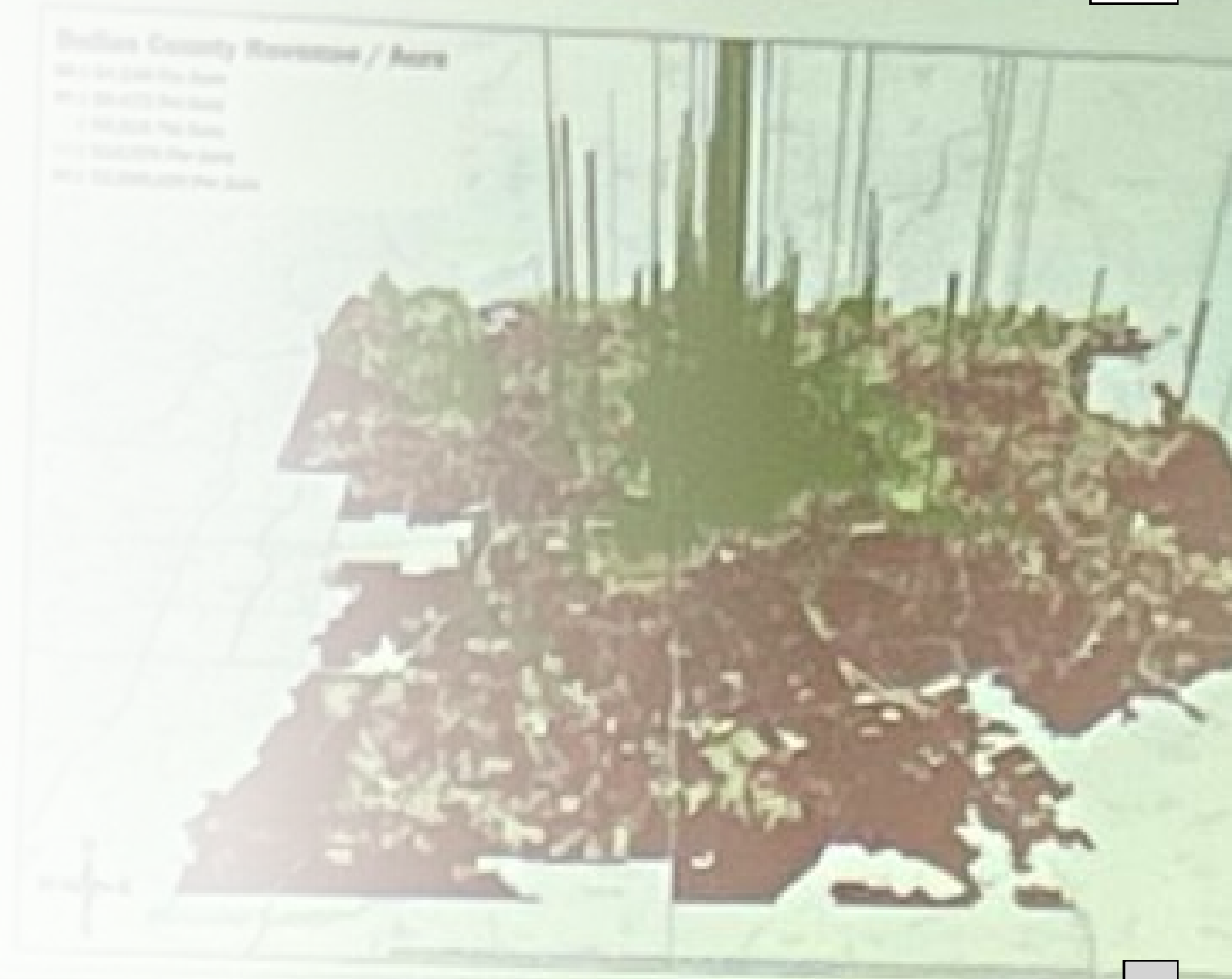
- ✓ Increase your city's tax base
- ✓ Grow local jobs and businesses
- ✓ Diversify housing types and price points
- ✓ Improve safety and mobility options
- ✓ Close infrastructure funding gaps
- ✓ Increase wealth of residents and businesses

*without raising taxes?*

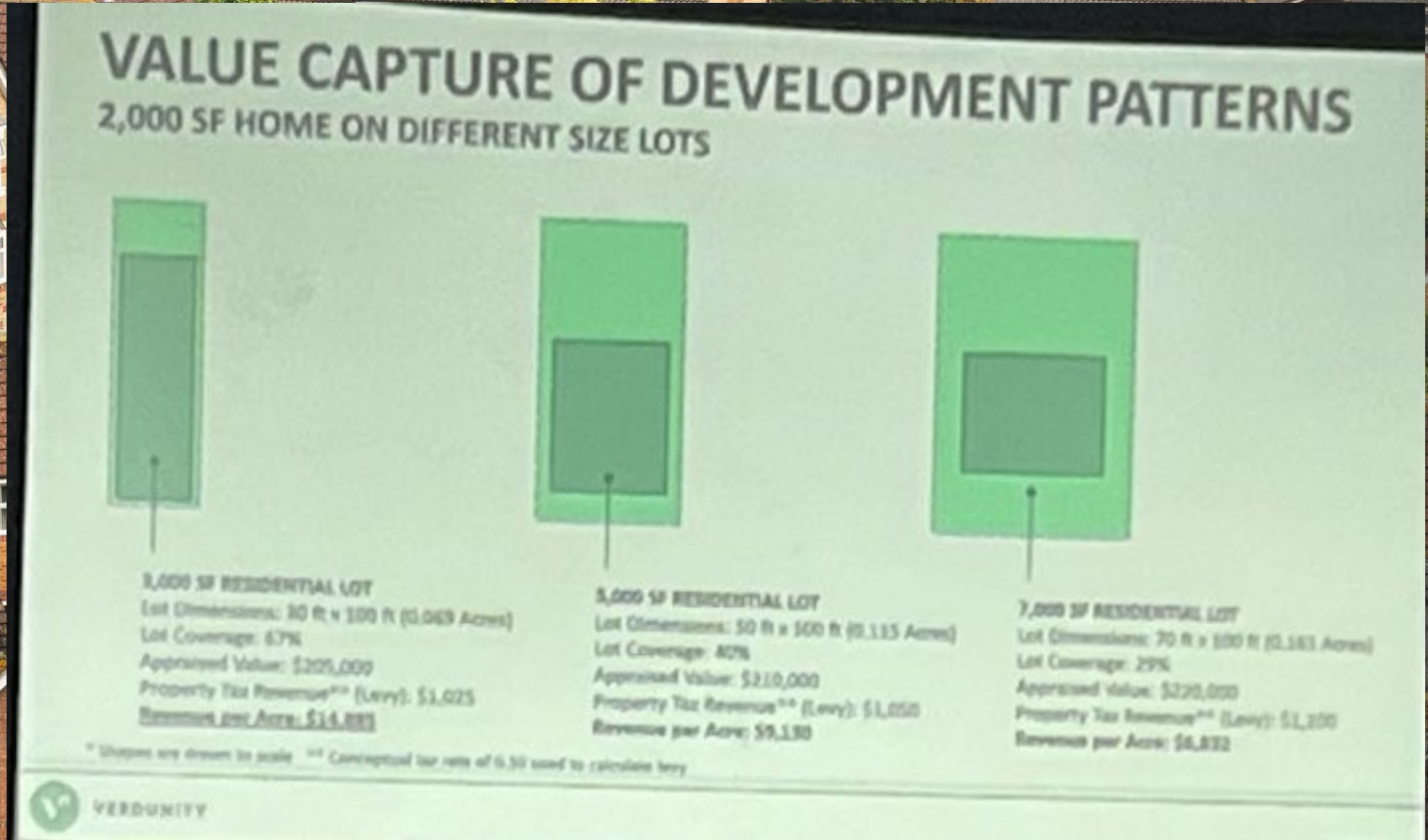
We Have to  
Think About  
Strategic Dense  
Spaces to  
Sustain Manor



**The height of the green lines correlate to the property taxes per acre**



There is a reason for a diverse housing product in and across the City of Manor



# DEVELOPMENT FISCAL IMPACT ANALYSIS

**Will private development generate enough tax revenue to recoup the public investment over the life cycle of the project?**

*This financial analysis is provided for purposes of financial statement planning & when considering zoning requests. The City is obligated to approve all zoning requests if it complies with the standards & zoning conditions, regardless of the fact that it is not financially sustainable.*

Est. Total Public Public Utilities (see estimates provided by applicant)	\$12,800,000
Current Total Value of Improvements (2015)	\$13,100,000
Current Total Tax Value Per Acre (100,000 sq ft / Current total value of project)	\$11,500
Current Total Annual Tax Revenue (Current total value x Current tax rate \$0.2911 per \$100 value)	\$4,543.04
Est. Total Value of Impact (avg. 24 years in use based on 2015, 2014, 2013)	\$128,520,833
Est. Total Tax Value Per Acre (100,000 sq ft / Est. total value of project)	\$206,540
Est. Total Annual Tax Revenue (Est. total value x Current tax rate \$0.2911 per \$100 value)	\$429,572
Amount to Public Utilities (see above)	\$4,800,000
Est. Total Annual Cost to Serve (\$1,014 x 2011 cost)	\$176,874
Est. Total Annual Depreciation (future value/40 yrs)	\$3,216,274
EST. ANNUAL COST TO SERVE + DEPRECIATION	\$3,393,148

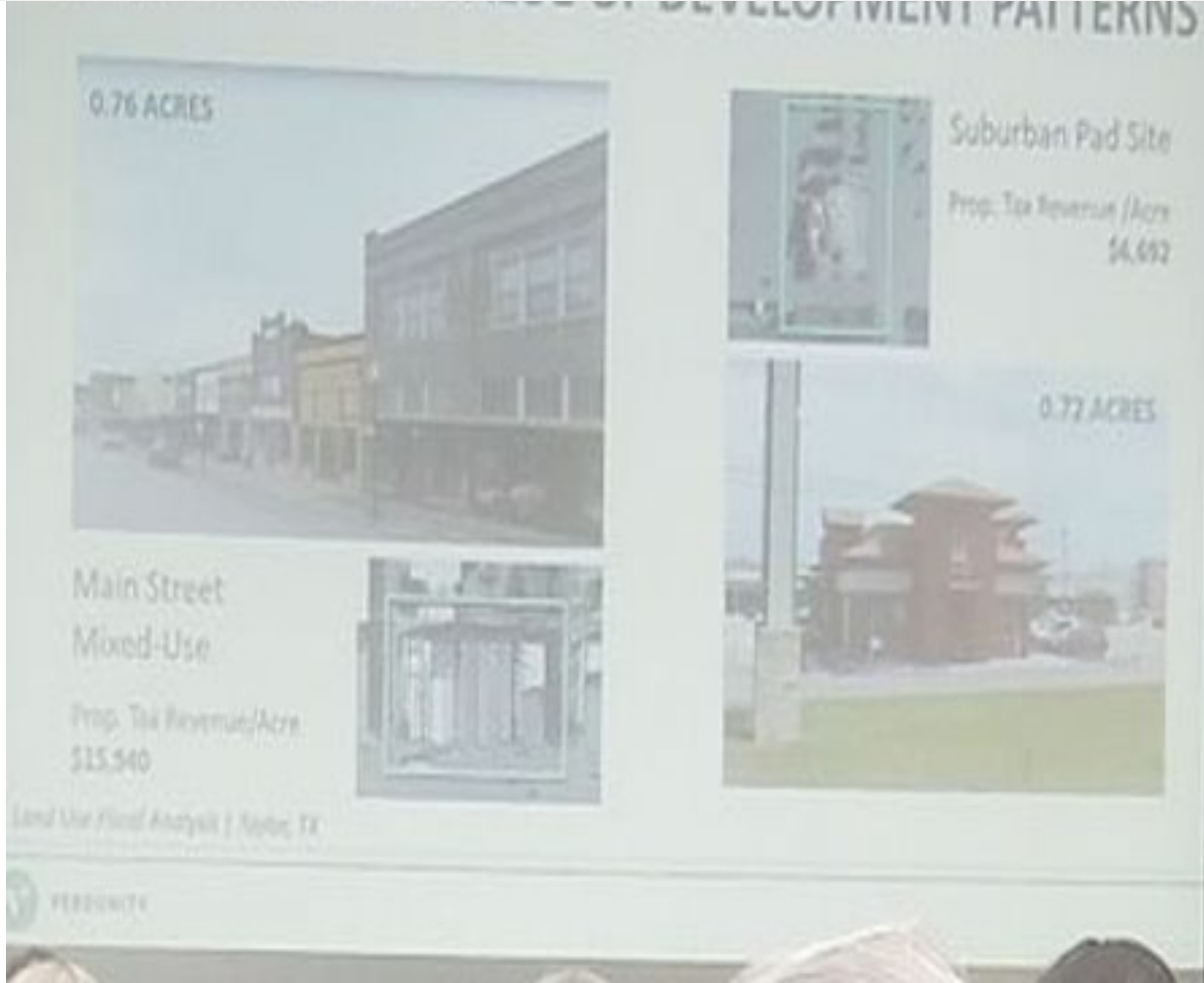
*W/ 24-yr. life cycle, the project is not financially sustainable & will degrade the financial condition of the City as it's annual operating requirements is not a source of net revenue. Should utility & general fund allocations not be made, W/ 24-yr. infrastructure will degrade and likely cause a corresponding degradation in property & cultural values.*

Total SF 5.5 lots	403	211,446
Total SF 6.0 lots	78	46,800
Total SF 7.0 lots	170	101,100
Total SF 8.0 lots	3	17,700
Total SF 10 lots	1	59,000
Total Lots	655	437,046
Total Lot Area	61,828	311,276
Total Open Space Area	11,481	14,176
Total Right-of-Way Area	42,408	276,944
Total Paved Area	141,827	100%

Ouch!

# Comparing the Value of Development Patterns

- Main Street Mixed-Use
- 0.76 acres
- \$15,540 per acre
  
- Suburban Pad Site
- 0.72 acres
- \$4492 per acre


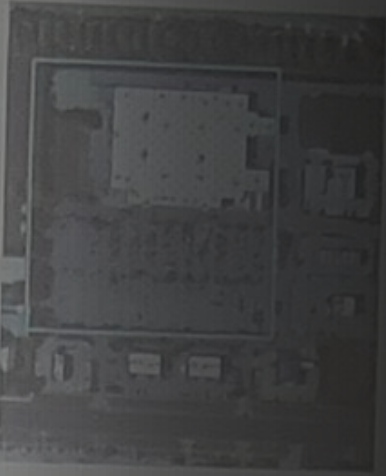




Downtown  
Density increases  
revenue,  
affordability, and  
access to small  
businesses.

---

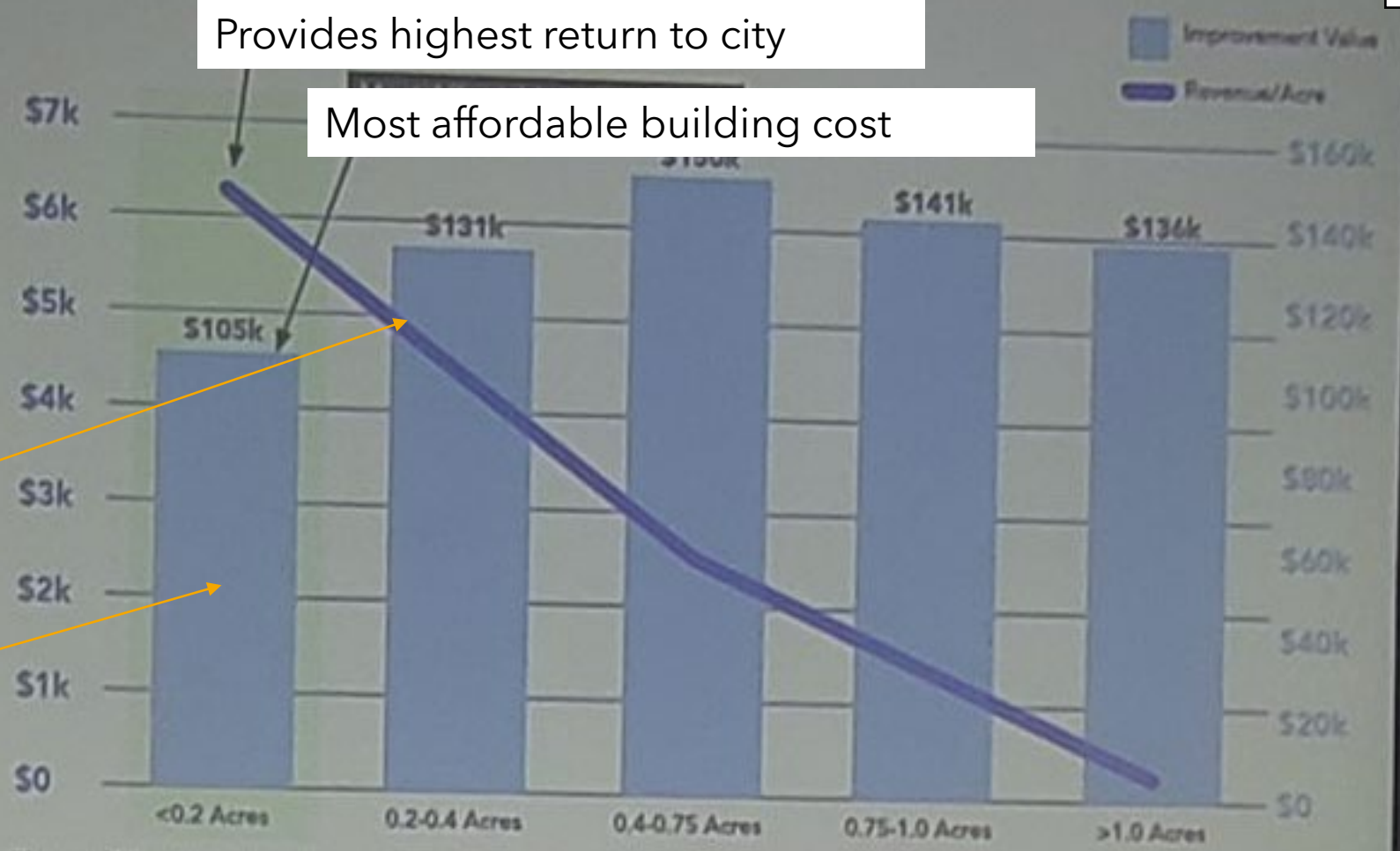
### COMPARING THE VALUE OF DEVELOPMENT PATTERNS

	
Traditional Grid Downtown (10.46 Acres)	Auto Oriented Big Box (17.36 Acres)
Prop. Tax Revenue /Acre \$12,307	Prop. Tax Revenue/Acre \$4,660

Land Use Fiscal Analysis | Taylor, TX

VERDUNITY

# BUILDING VALUE VS. REVENUE PER ACRE SINGLE FAMILY



Provides highest return to city

Most affordable building cost

Revenue/Acre

Improvement Value

Figure 53: Single Family Improvement Value compared to Rev/Acre Source: Verdunity

Land Use Fiscal Analysis | Taylor, TX

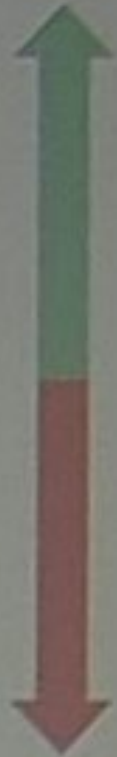


# HIGH VALUE DEVELOPMENT (PROPERTY TAX)

## Common Characteristics

- ✓ High ratio of building footprint to lot size
- ✓ Multi-story structures
- ✓ Narrow lot frontage
- ✓ Smaller lots
- ✓ Narrower streets in a grid pattern

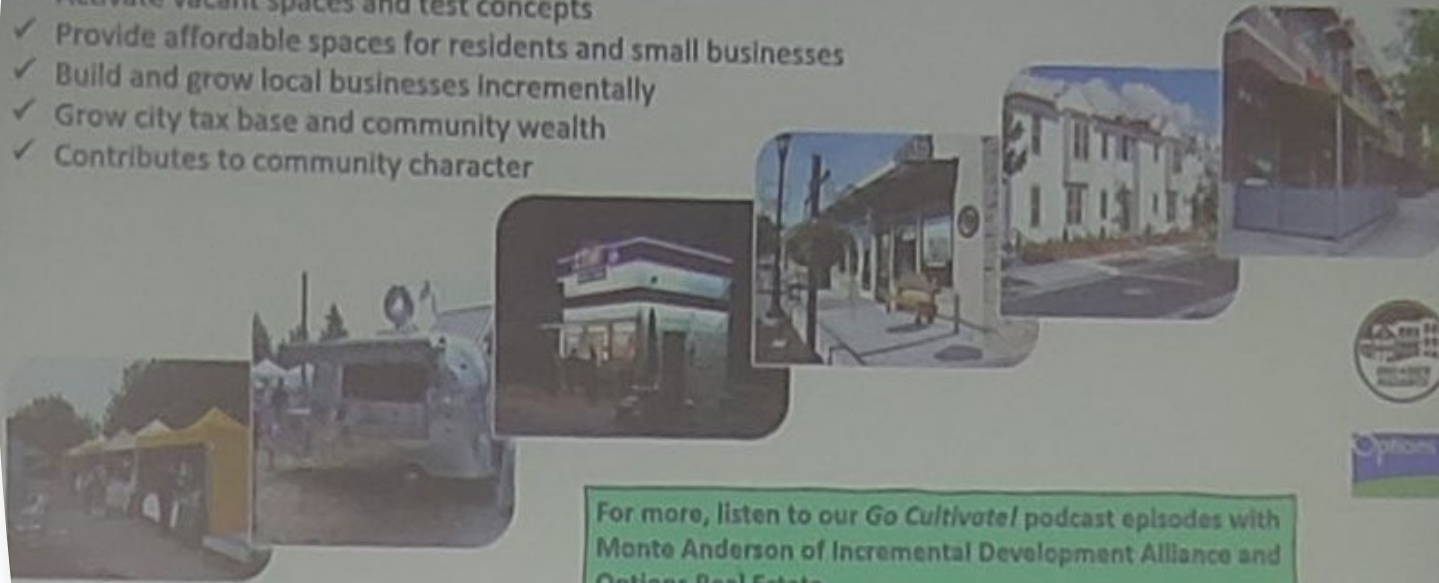
## Assessed Value & Revenue per Acre

- ✓ High density mixed-use Higher
  - ✓ Multifamily and smallplexes
  - ✓ Live-work and neighborhood commercial
  - ✓ Small lot single family detached
  - ✓ Large lot single family detached
  - ✓ Big box commercial
  - ✓ Industrial Lower
- 

- Activate vacant spaces for test concepts
- Provide affordable spaces for residents and small businesses
- Build and grow local businesses incrementally
- Grow city tax base and community wealth
- Contribute to Community Character

## CULTIVATING FISCAL HEALTH AND LOCAL WEALTH WITH INCREMENTAL DEVELOPMENT

- ✓ Activate vacant spaces and test concepts
- ✓ Provide affordable spaces for residents and small businesses
- ✓ Build and grow local businesses incrementally
- ✓ Grow city tax base and community wealth
- ✓ Contributes to community character



For more, listen to our *Go Cultivate!* podcast episodes with Monte Anderson of Incremental Development Alliance and Options Real Estate  
<https://www.verdunity.com/podcast>

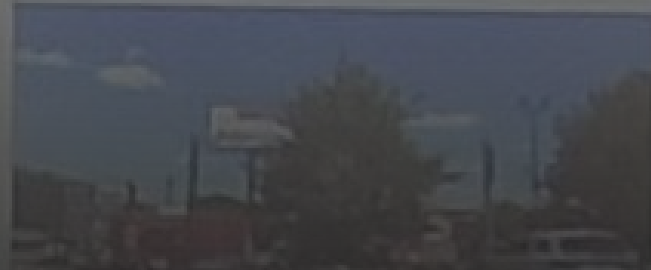
VERDUNITY

# REVITALIZING AGING PLACES AND BUILDINGS

Item 2.



Grow DeSoto Marketplace, DeSoto, TX



# Desoto Texas

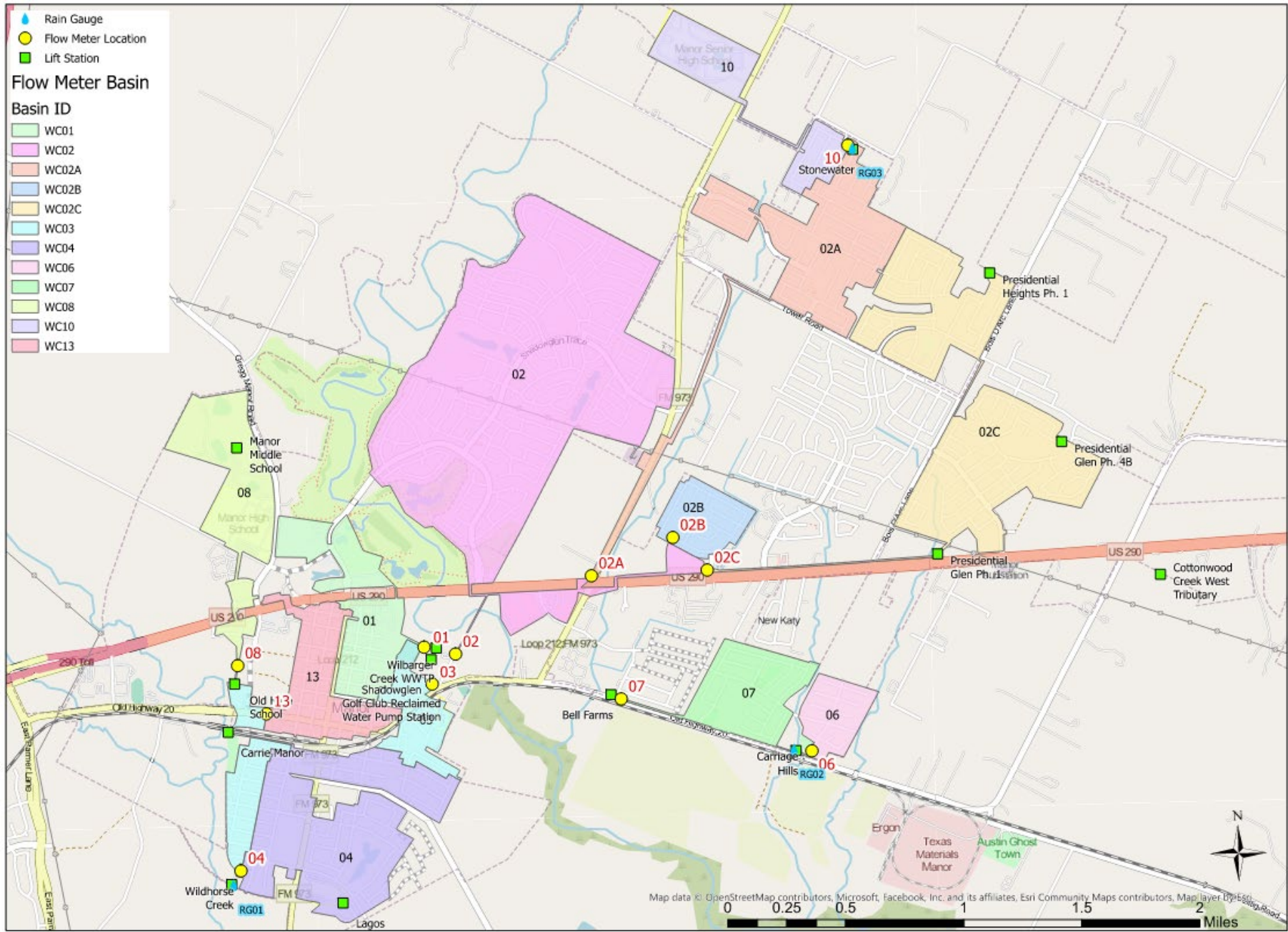
# Fall 2022

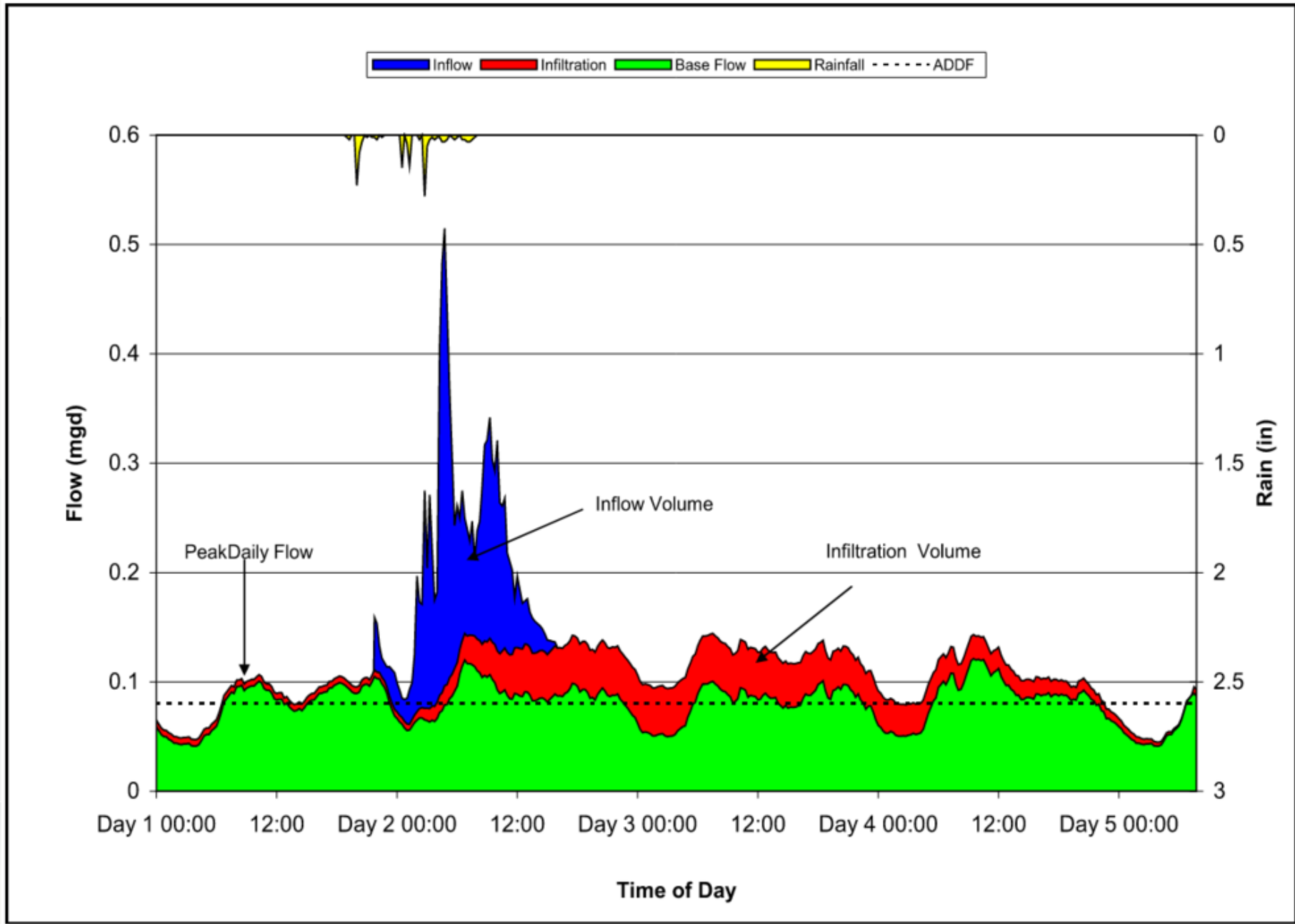
# Inflow and Infiltration Project

## Project Purpose:

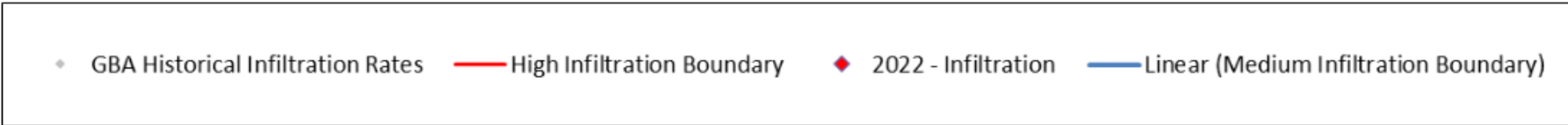
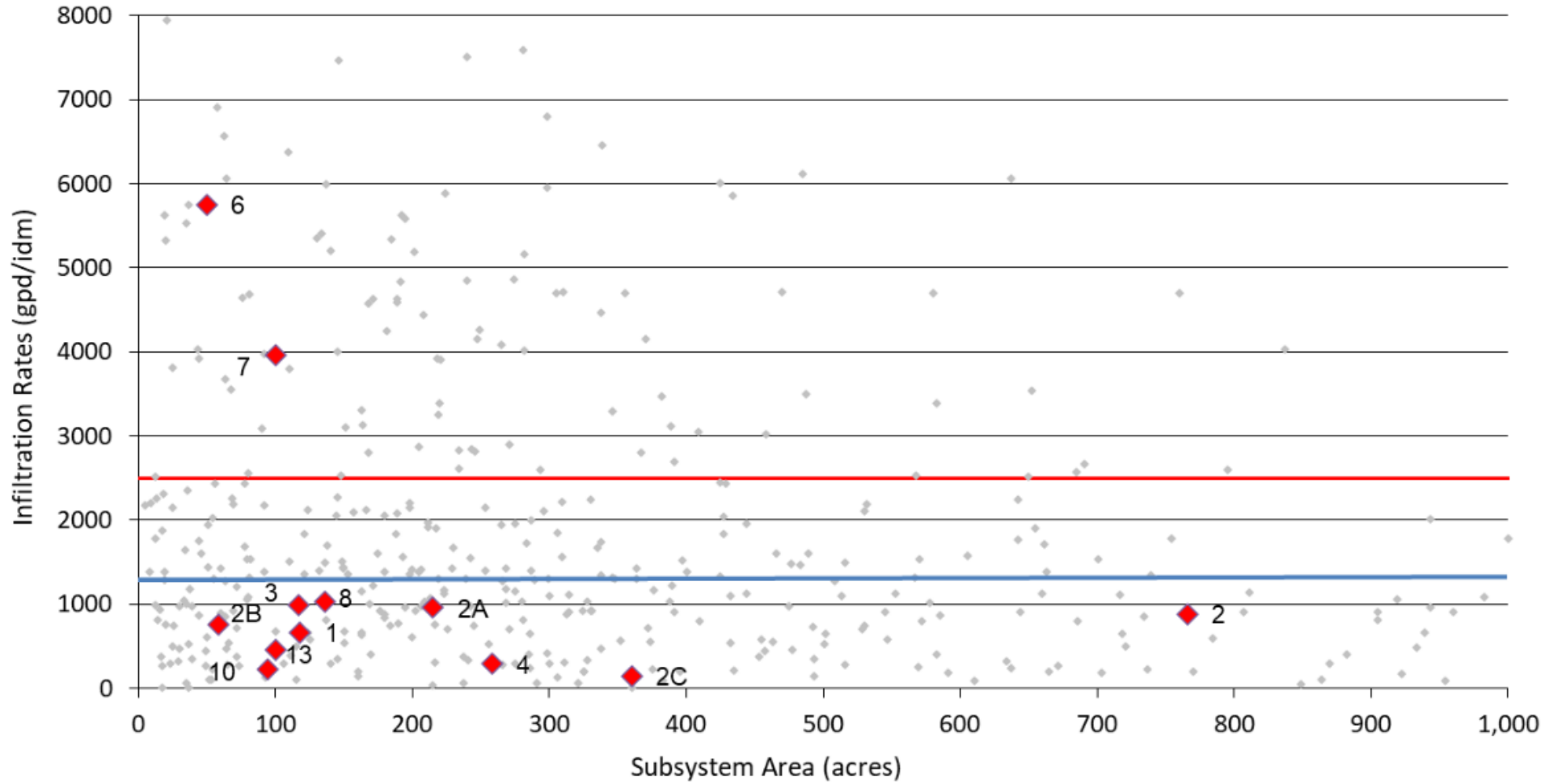
- Perform I&I analysis of sewer basins with flow meters
- Perform sanitary sewer evaluation study on two “pilot” basins
- Provide recommendations for future study and rehab projects



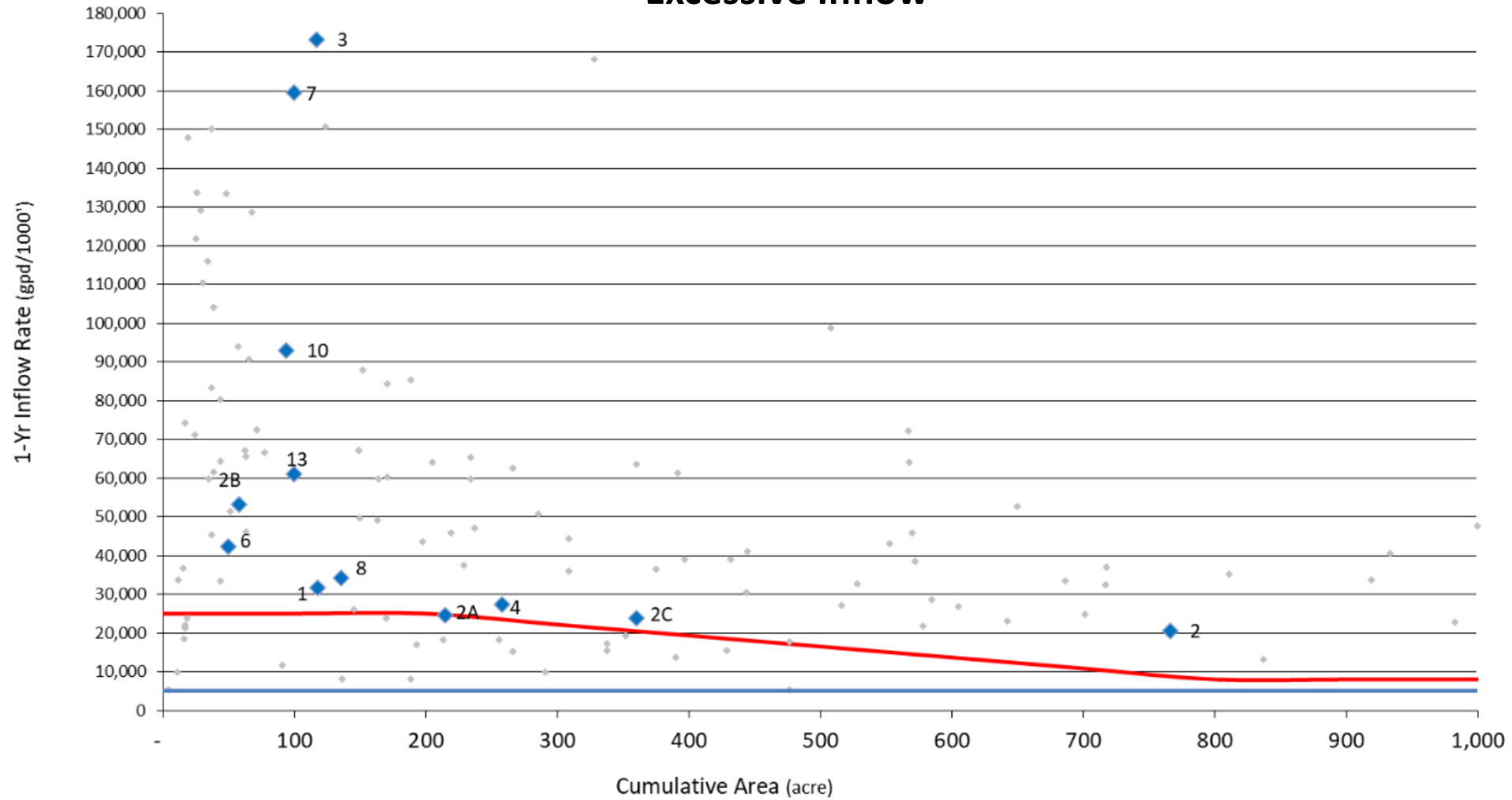




# Excessive Infiltration



# Excessive Inflow

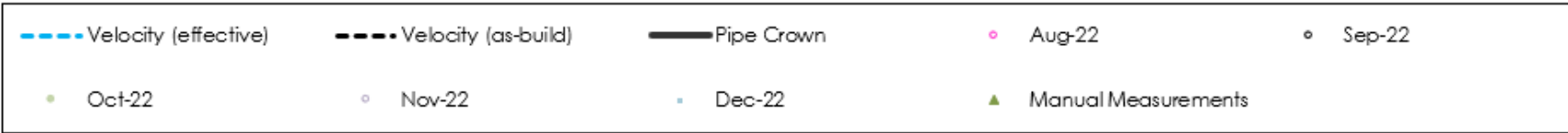
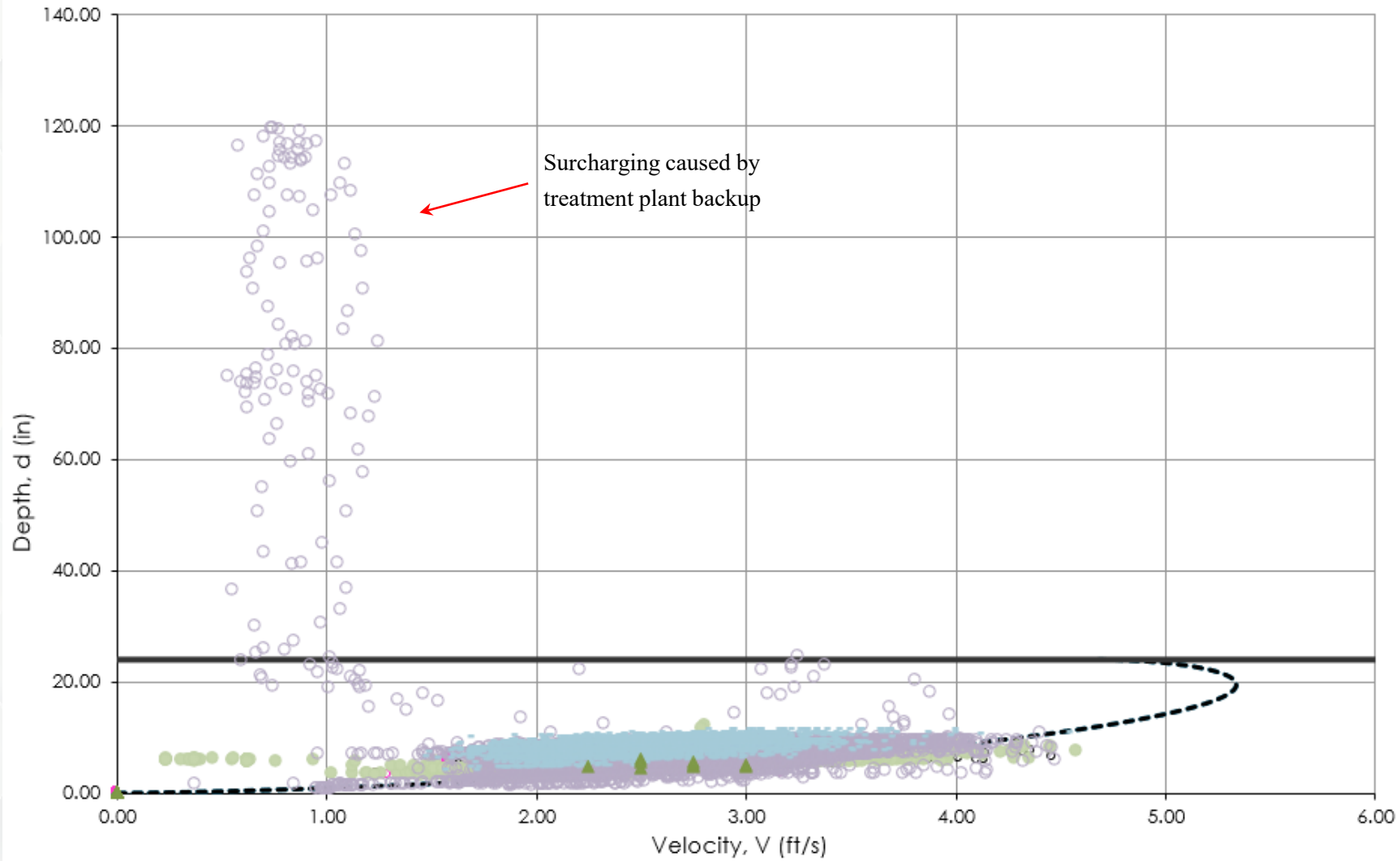


◆ GBA Historical Inflow Rates      — High Inflow Rate Boundary      ◆ 2022 - Inflow      — Linear (Medium Inflow Rate Boundary)



# Site - 2 FULL SCATTERGRAPH

Item 2.



# Recommended Pilot Study Area

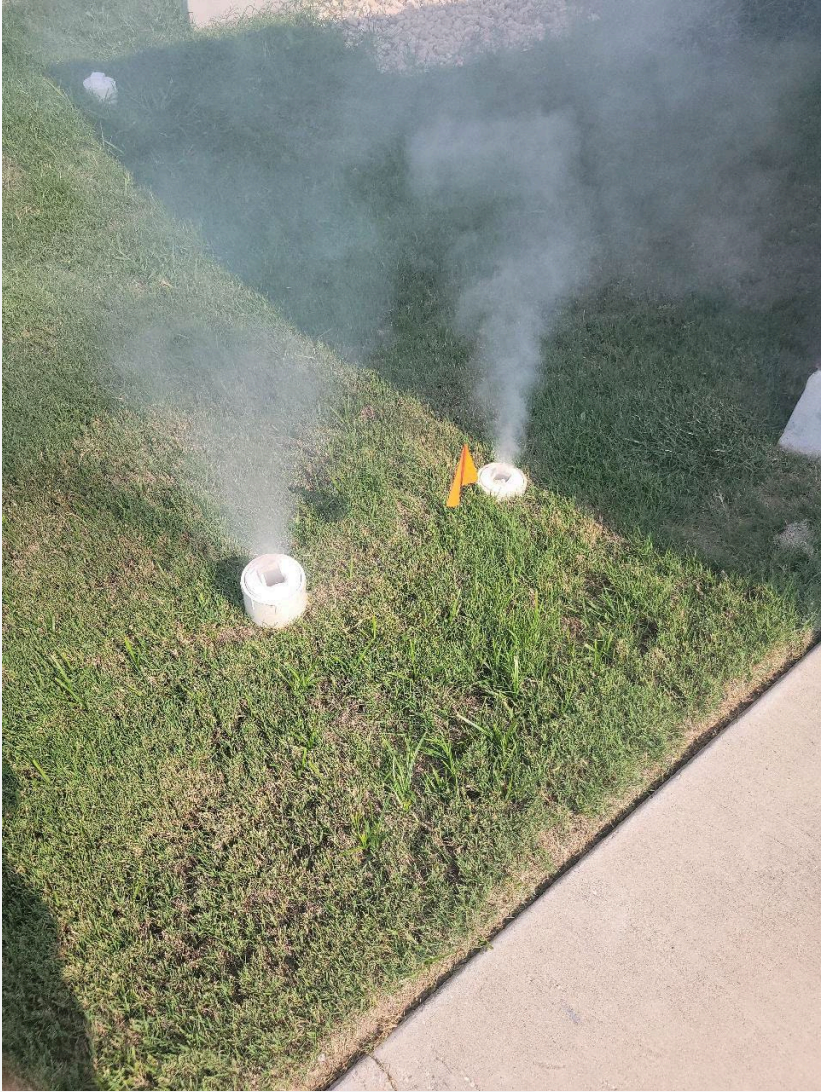
Item 2.



# Pilot Study Area Investigations

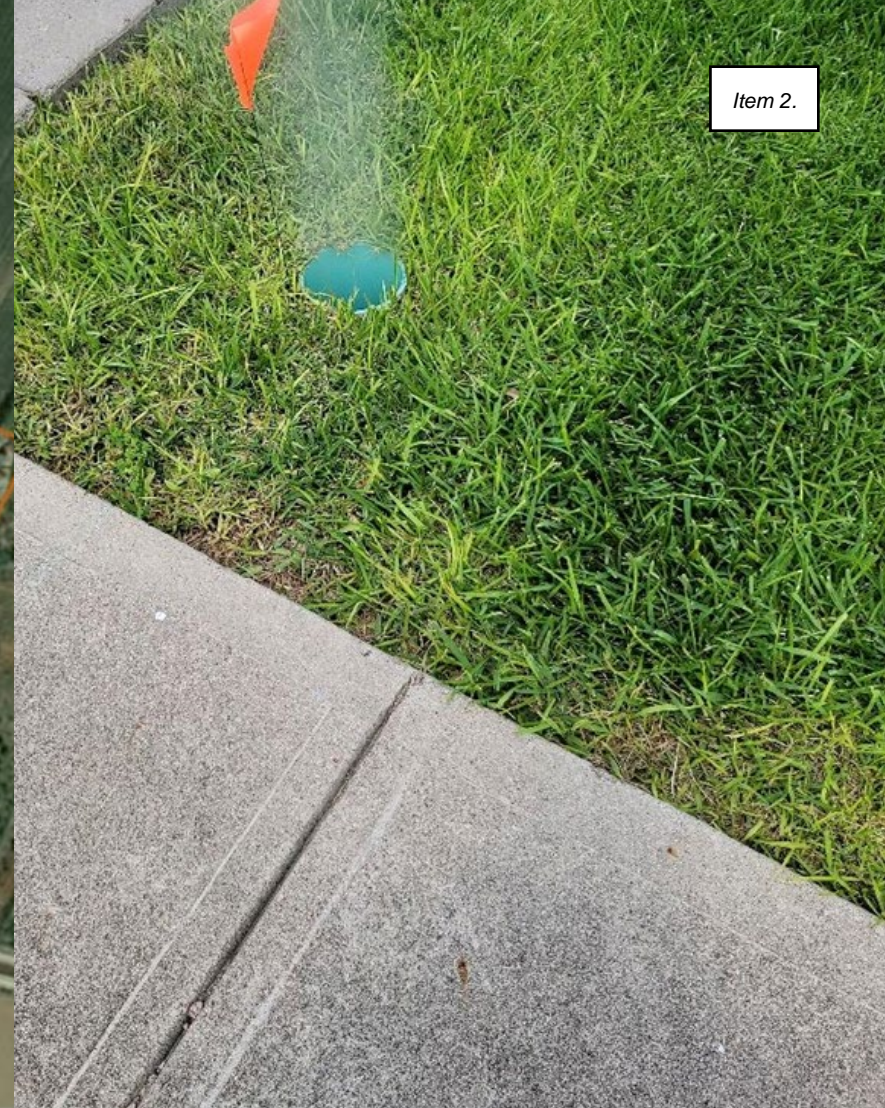
## Smoke Testing

### CCTV





# I/I Investigations – Manhole Inspections



# I/I Investigations – Smoke Testing



Pipe ID	Comment
<b>O12-009 - O12-008</b>	MSA at 50.1 ft D. due to debris. <span style="border: 1px solid black; padding: 2px;">Item 2.</span> 3D, reversal was rated 4G00. Sag rated 3/4 for 30.1U-196.8U
<b>O13-001 - O13-021</b>	Infiltration Runner rated 4 at 272.3ft DS
<b>O13-010 - O13-009</b>	Multiple significant sags in line. 175.2-200.1, 227.3-243.2, 315.3-335.1
<b>O13-016 - O13-015</b>	Sag rated 3 from 39.6-66.0 ft DS. MCU rated 4 at 46.5
<b>N12-009 - O12-019</b>	Sag rated 3 from 230-265Ft DS
<b>N13-012 - N12-009</b>	Flow Level rated 3 at 503 ft DS most likely due to a sag
<b>O12-008 - O12-007</b>	Sag rated 3 at 8-23.9ft D and at 237.2ft D. Other minor sags in line rated 2.
<b>O12-019 - O12-018</b>	Sag rated 3 from 29-125 DS and 289-361 DS sags rated 2 also in line
<b>O13-012 - O13-011</b>	Sag rated 3 from 190-251, and 377-558 ft DS
<b>O13-044 - O13-043</b>	Sag rated 3 from 126.4-184.5 ft DS. MSA due to debris. Line had significant amount of debris which had to be cleaned. Line rated 3A22 DS initially, rated 372C upon redo. Redo was 241.5D, first pass was 184.6D.
<b>O13-046 - O13-045</b>	Sag rated 3 from 4.5-55.8 DS and again at 237.8-250.8 DS. Sags rated 2 also in line.

# I/I Investigations – CCTV



# I/I Removal Projects – Epoxy Manhole Lining

Item 2.



# I/I Removal Projects – CIPP Installation

Item 2.





Creating  
**remarkable**  
solutions *Expanding the Possibilities.*



### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** June 7, 2023  
**PREPARED BY:** Pauline M. Gray  
**DEPARTMENT:** City Engineer

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action to submit project closeout documentation to Capital Metro for the FY2021 Paving Project.

**BACKGROUND/SUMMARY:**

The project included 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 that were both chosen. Approximately, 1.25 miles of City Streets were repaired/reconstructed with the project. Streets that were worked on were Parsons from the City Limits to Bastrop, S San Marcos between the railroad tracks and Burton, N Bastrop between 290 and W Murray, N Caldwell between 290 and W Townes, E Rector between N Burnet and N La Grange, E Lane between Lexington and N Burnet, E Townes between N Burnet and N La Grange, and E Browning between Lexington and N La Grange.

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

- Draft Project Closeout letter with a request for the release of remaining funds
- Closeout Documentation to be attached to the project closeout letter

**STAFF RECOMMENDATION:**

It is the city staff's recommendation that the City Council approve and authorize City Manager Scott Moore, to submit the closeout letter, documentation, and request for the remainder of the allocated funds for the FY2021 Paving Project to Capital Metro.

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



May 26, 2023

Capital Metropolitan Transportation Authority  
Attention: Ms. Melanie Capesius, Government Relations and Compliance Manager  
2910 East Fifth Street  
Austin, TX 78702

Re: BCT Suburban Communities Program  
FY 2021 Funded Project  
City of Manor, Texas

Dear Ms. Capesius:

The City of Manor has recently completed our approved BCT FY2021 Paving Improvements project comprised of street reconstruction and resurfacing including excavation, subgrade preparation, flexible base installation, and Hot Mix Asphalt Concrete in select areas. The project was inspected by City of Manor staff and the project engineer and found to be in compliance with our interlocal agreement and the Engineer's plans and specifications.

Please process this invoice for the payment of the remaining approved funding under this program for FY2021. The amount of this invoice is \$84,500.00. Documentation pertaining to the cost of the project and photographs of the completed project are included with this invoice.

If you have any questions or need additional information regarding the City of Manor's participation in the BCT Suburban Communities Program, please do not hesitate to contact me at (512) 595-2906 or [smoore@manortx.gov](mailto:smoore@manortx.gov).

Sincerely,

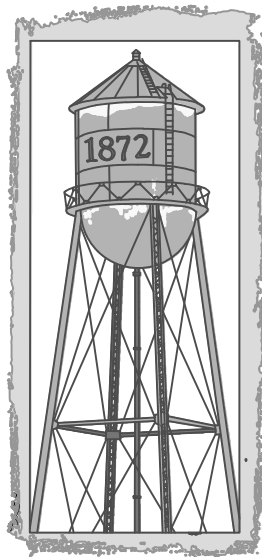
Scott Moore  
City Manager  
City of Manor, Texas

Enclosures

Copy: George Butler Associates

CONTRACT DOCUMENTS  
AND SPECIFICATIONS

# FY2021 CAPITAL METRO PAVING IMPROVMENTS



CITY OF  
MANOR

EST. ★ 1872

TEXAS

CITY OF MANOR, TEXAS  
Travis County, Texas

**FEBRUARY 2022**



GBA JOB NO. : 15125.00

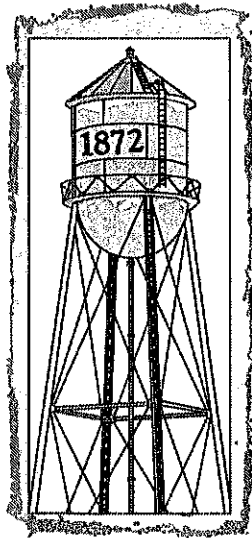


Jay Engineering Company  
A Division of GBA  
P.O. Box 2029  
Leander, Texas 78646-2029  
Tel. (512) 259-3882

Texas Registered Engineering Firm F-4242

CONTRACT DOCUMENTS  
AND SPECIFICATIONS

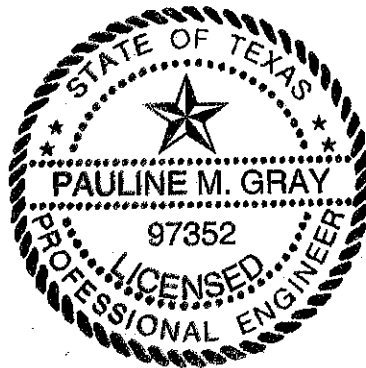
# FY2021 CAPITAL METRO PAVING IMPROVMENTS



CITY OF  
MANOR

EST. ★ 1872

TEXAS



*Pauline M. Gray*  
2/22/2022

CITY OF MANOR, TEXAS  
Travis County, Texas

**FEBRUARY 2022**



GBA JOB NO. : 15125.00



Jay Engineering Company  
A Division of GBA  
P.O. Box 2029  
Leander, Texas 78646-2029  
Tel. (512) 259-3882

Texas Registered Engineering Firm F-4242

# CERTIFICATE OF INTERESTED PARTIES

FORM 121 Item 3.

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Forsythe Brothers Infrastructure, llc  
Manor, TX United States

Certificate Number:  
2022-861094

Date Filed:  
03/15/2022

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
City of Manor Texas

Date Acknowledged:

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
2022-04  
fy2021 capital metro paving improvements

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

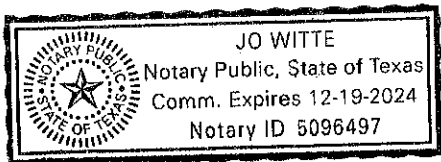
**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is Burt M, and my date of birth is 3/12/70  
My address is 13816 Terrel Tree, manor TX, 78633 USA  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 15<sup>th</sup> day of March, 2022.  
(month) (year)



Jo Witte  
Signature of authorized agent of contracting business entity  
(Declarant)

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- Payment Bond
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## **CITY OF MANOR, TEXAS INVITATION TO BID**

The City of Manor, Texas hereby invites the submission of sealed bids for the FY2021 CAPITAL METRO PAVING IMPROVEMENTS. This project consists of level up, milling, HMAC overlay, subgrade preparation, flexible base, pavement marker installation, stop bar installation, traffic control, and other appurtenant work.

Sealed bids will be received at Manor City Hall, 105 East Eggleston Street, Manor, Texas until 10:00 A.M. on Tuesday, March 15, 2022. At such time and place, bids will be publicly opened and read aloud.

Bids shall be clearly identified on the lower-left corner of the envelope with "FY2021 CAPITAL METRO PAVING IMPROVEMENTS PROJECT." Bids received after the named closing date and time will be returned unopened.

Construction plans, bid documents, questions, and addendum will be processed through CIVCAST. Email: [pgray@gbateam.com](mailto:pgray@gbateam.com) or contact Pauline M. Gray, P.E. at (512) 259-3882 option 4 with any questions.

A 5% Bid Bond, 100% Performance and Payment Bonds, and Insurance requirements are required. Bidders shall comply with all bid requirements and specifications as defined by Jay Engineering Company, Inc.

The City of Manor reserves the right to reject any or all bids, and to waive any and all technicalities or formalities.



FY2021 CAPITAL METRO PAVING IMPROVEMENTS  
CITY OF MANOR

## INSTRUCTIONS TO BIDDERS

SEALED PROPOSALS addressed to the CITY OF MANOR (hereinafter named the "Owner") for completion of the FY2021 CAPITAL METRO PAVING IMPROVEMENTS ("Project") will be received at Manor City Hall, until 10:00 AM, Tuesday, March 15, 2022, and then be publicly opened and read aloud at that time and place.

The Owner may not accept this bid until it has received from the bidder a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC"), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The undersigned understands that failure to provide said form complete with a certificate number assigned by the TEC will result in a non-conforming bid and will prohibit the Owner from considering this bid for acceptance.

Envelopes containing sealed proposals shall be clearly marked on the outside with the name and address of the bidder and the words:

FY2021 CAPITAL METRO PAVING IMPROVEMENTS  
CITY OF MANOR, TEXAS  
TO BE OPENED AT 10:00 AM, TUESDAY, MARCH 15, 2022

The Contractor's Proposal form, provided separately, contains spaces which to enter prices, or a computer-generated form, for BASE BID AND ALTERNATE BID Items. Bidders must enter a price for all Items. Award of a construction contract will be based on the most favorable combination of BASE BID AND ALTERNATIVE BID prices. The BASE BID will be the minimum amount of work awarded if a contract is awarded.

Each proposal shall be legibly printed in ink, or replaced with a computer-generated form, and attached to the Contractor's Proposal form provided. No alterations in proposals, or in the printed forms therefore, or erasures, interpolations, or otherwise will be acceptable unless signed or initialed by the bidder. No alteration in any proposal, or in the form on which it is submitted shall be made by any person after the proposal has been submitted by the bidder. Any and all addenda to the contract documents on which a proposal is based shall be acknowledged by the bidder's signature in the space provided on the proposal.

The bidder shall state all unit prices in written words, as well as in figures, and in case of a difference between written words and in figures, the written words shall be deemed correct.

1. **PROPOSAL GUARANTEE**: Each proposal shall be accompanied by a cashier's check or a certified check drawn on an acceptable bank, or an acceptable bid bond, in an amount not less than five percent (5%) of the total amount of the bid. The proposal guarantee shall be made payable without condition to Owner and the amount of the said proposal guarantee may be retained by the Owner as liquidated damages if the proposal covered thereby is accepted and a contract based thereon is awarded and the bidder should fail to enter into a contract in the form prescribed within ten (10) days after such award is made by the Owner.
2. **WITHDRAWAL OF BID**: No bidder may withdraw his proposal for a period of forty-five (45) days after the day of the bid opening. A bidder may withdraw his proposal at any time prior to the expiration of the period during which proposals may be submitted, by a written request signed in the same manner and by the same person who signed the proposal.

3. RETURN OF PROPOSAL GUARANTEE: The proposal guarantee of each unsuccessful bidder will be returned when his proposal is rejected. The proposal guarantee of the bidder to whom a contract is awarded will be returned when the successful bidder executes a contract and files a satisfactory bond. The proposal guarantee of the second lowest responsible bidder will be returned when the successful bidder executes a contract and files a satisfactory bond, which period shall not exceed forty-five (45) days from the day of the bid opening.
4. EXECUTION OF AGREEMENT: Bidders shall note the Agreement bound herein, and all provisions thereof. The successful bidder, upon notice of award of a contract for construction of the Project, will be required to execute the Agreement as bound herein.
5. ACCEPTANCE AND REJECTION OF BIDS: The Owner reserves the right to accept the bid which, in its judgment, is the lowest and best bid; to reject any or all bids; and to waive irregularities or formalities in any bid. Bids received after the specified time of closing will be returned unopened.
6. SIGNATURE OF BIDDERS: Each bidder shall sign his proposal using his usual signature and giving his full business address. Bids by partnerships shall be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representatives. Bids by corporations shall be signed with the name of the corporation followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation. The names of all persons signing should also be typed or printed below the word "President", "Secretary", "Agent", or other designation. When requested by the Owner, satisfactory evidence of the authority of the person signing shall be furnished.
7. INTERPRETATION OF CONTRACT DOCUMENTS: If any person who contemplates submitting a bid is in doubt as to the true meaning of any part of these specifications or other proposed contract documents he may submit to the Engineer (Jay Engineering Company, Inc., P.O. Box 1220, Leander, TX 78646) a written request for an interpretation thereof prior to 72 hours before the opening of bids. The person submitting the request will be responsible for its prompt delivery. Interpretation of the proposed contract documents will be made only by addendum. A copy of each addendum will be mailed or delivered to each person obtaining a set of contract documents. The Owner will not be responsible for any other explanations or interpretations of the proposed contract documents.
8. TIME FOR COMPLETION: The Contractor will be expected to start work upon issuance of a written work order by the Owner or Notice to Proceed by the Engineer and shall complete all work thereunder within the following times:

**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**

See Special Conditions for sequencing of the work. The time allowed is deemed sufficient for completion of the work considering materials availability, weather, and the work scope, but if weather conditions prevent proper and safe prosecution of the work, additional time will be allowed if justified and documented. The contractor must demonstrate continuous progress in the work if the weather allows.

9. QUALIFICATIONS OF BIDDERS: Bidders that have not recently performed work for the Owner, or that otherwise have no local performance record, must be prepared to submit qualification data within

48 hours after the scheduled opening of bids. If requested, bidders must submit satisfactory evidence that they have practical knowledge of the particular work bid upon and that they have adequate plant, appropriate technical expertise, and the necessary financial resources to complete the proposed work. Specific submittal data shall include:

- a) A current financial statement.
- b) The name, address, and telephone of the bidder's surety.
- c) The name, address, and telephone of financial references, including banks and trade accounts. Bank and financial reference authorizations may be required.
- d) A complete listing of projects completed within the past two years and a complete listing of projects in progress. The listing shall include for each project the location, amount of contract, and the name, address, and telephone of the project owner and engineer.

Each bidder must thereby show that former work performed by him has been handled in such a manner that there are no just or proper claims pending against such work. No bid submitted by a bidder who is engaged in any work which would impair his ability to finance the work covered by such bid or to provide suitable equipment for its proper prosecution and completion will be accepted. Bidders are expected to inform themselves regarding all local and site conditions pertaining to the work they will be doing.

10. **TEC FORM 1295:** Provision of Texas Ethics Commission Form 1295 ("TEC Form 1295") by Bidders: Effective January 1, 2016, pursuant to Texas Government Code § 2252.908 (the "Interested Party Disclosure Act" or the "Act"), the Owner may not award the contract to a bidder unless the bidder has provided to the Owner a completed, signed and notarized TEC Form 1295 which has been assigned a certificate number by the Texas Ethics Commission (the "TEC"). Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed, and notarized, and provided to the Owner. The TEC Form 1295 may accompany the bid or may be submitted separately but must be provided to the Owner before the award of the contract. For purposes of completing the TEC Form 1295, the entity's name is **CITY OF MANOR**; the contract ID number is **2022-04**, and the description of goods and services is **FY2021 CAPITAL METRO PAVING IMPROVEMENTS**. Neither the Owner nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any bidder with respect to the proper completion of the TEC Form 1295.
11. **RULES AND REGULATIONS:** The bidder's attention is directed to the fact that all applicable Federal and State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed and services to be provided shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though written herein.
12. **BONDS:** Coincident with the execution of the contract, the contractor shall furnish good and sufficient surety bond in the full amount of the contract sum, guaranteeing the faithful performance of all the covenants, stipulations and agreements of the contract, the payment of all bills and obligations arising from the execution of the contract, which bills or obligations might or will in any manner become a claim against the Owner, and guaranteeing the work included in this contract against faulty materials or workmanship for one (1) year after the date of completion of contract and acceptance by the Owner. All provisions of the bonds shall be complete and in full accordance with Statutory requirements. The bonds shall be executed with the proper sureties through a company licensed and qualified to operate in the State and approved by the Owner. Bonds shall be signed by an agent resident in State and date of bond shall be the date of execution of the contract. If at any time during the continuance of the contract the surety of the Contractor's bond becomes irresponsible, the Owner

shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. In default thereof the contract may be suspended, and all payments or money due the Contractor withheld.

13. INSURANCE: The Contractor, and his subcontractors shall, when performing construction work under his supervision at the Project site, carry insurance as follows for the duration of such work:
- a) Statutory Workers Compensation.
  - b) Comprehensive General Liability Insurance with minimum Bodily Injury limits of \$500,000 for each person and \$1,000,000 for each occurrence including coverage on same for independent contractors.
  - c) Property Damage Insurance with minimum limits of \$300,000 for each occurrence including same coverage limits for independent contractors.
  - d) Automobile Liability Insurance for all owner, non-owned, and hired vehicles with minimum limits for Bodily Injury of \$250,000 for each person and \$500,000 for each occurrence and Property Damage minimum limits of \$100,000 for each occurrence. Contractor shall require subcontractors to provide Automobile Insurance with same minimum limits.

Contractor shall not commence work at site under this contract until he has obtained all required insurance and until such insurance has been approved by the Owner. Certificates must be furnished within 72 hours of Notice of Award. The Contractor shall not allow any sub-contractors to commence work until all the insurance required has been obtained and approved. Approval of the insurance by the Owner and Engineer shall not relieve or decrease the liability of the Contractor hereunder.

The required insurance must be written by a company licensed to do business in Texas at the time the policy is issued. In addition, the company must be acceptable to the Owner.

The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled or reduced, restricted or limited until ten (10) days after the Owner has received written notice as evidenced by return receipts of registered or certified letter. Certificates of insurance shall contain transcripts from the proper office of the Insurer, evidencing in particular those operations to which the insurance applies, the expiration date and the above-mentioned notice of cancellation clause.

All liability policies carried under these contracts shall also include the CITY OF MANOR, TEXAS as an additional insured.

For insurance purposes, the title of ownership of equipment and materials shall remain with the Contractor until final acceptance.

14. BUILDERS RISK INSURANCE: The Contractor shall maintain Builder's Risk Insurance (fire and extended coverage) on a 100% completed value basis on the insurable portions of the Project for the benefit of the Owner, the Contractor and all sub-contractors, as their interest may appear.
15. SALES TAX: The Contractor must possess an individual Texas Sales and Use Tax permit. The successful Contractor will be required to furnish a Separation of Costs document to the Owner. The Owner will then furnish an exemption certificate to the Contractor.

FY2021 CAPITAL METRO PAVING IMPROVEMENTS  
CITY OF MANOR

**CONTRACTOR'S PROPOSAL**

TO THE

CITY OF MANOR, TEXAS

FOR THE

FY2021 CAPITAL METRO PAVING IMPROVEMENTS

Date: March 15, \_\_\_\_\_, 2022

Proposal of Forsythe Brothers Infrastructure, LLC (hereinafter called "Bidder") a (proprietorship)(corporation) organized and doing business under the laws of the state of Texas to the City of Manor, Texas (hereinafter called "City" or "Owner"):

GENTLEMEN:

The Bidder, in compliance with your advertisement and Instructions to Bidders for construction of the -- FY2021 CAPITAL METRO PAVING IMPROVEMENTS ("Project"); having examined the drawings and technical specifications with related documents, the site of the proposed work, and being familiar with all the conditions and requirements for construction of the proposed Project, including the availability of labor, materials and equipment for proper prosecution of the work, hereby proposes to furnish all labor, materials, plant and equipment to construct the Project in strict accordance with the Contract Documents and Specifications, within the time set forth herein and at the price(s) stated in the following schedule. The stated prices are sufficient to cover all expenses incurred in performing the work required under the Contract Documents of which this Proposal is a part.

Bidder acknowledges receipt of the following Addenda, as evidenced by the authorized signature(s) following:

ADDENDUM NO. <u>1</u>	BY: <u><i>Bill [Signature]</i></u>
ADDENDUM NO. <u>2</u>	BY: <u><i>Bill [Signature]</i></u>
ADDENDUM NO. _____	BY: _____

Contractor's Proposal Bid Schedule					
Item No.	Estimated Quantity	Unit	Description of Item	Unit Price	Total Item Cost
<b>Base Bid Items</b>					
1	1	LS	Traffic Control Plan and controls, complete and in place, per Lump Sum.	\$ <del>10,000.00</del> <sup>12,000.00</sup> WMP	\$ <del>10,000.00</del> <sup>12,000.00</sup> WMP
2	2	EA	Project Sign including posts, installation and removal, complete and in place per Each.	\$ 1,500.00	\$ 3,000.00
<b>Site 1 - North Caldwell from US 290 to West Townes Street</b>					
3	5	EA	12" Single White Stop Sign Bars, Type 1 (Thermo) complete and in place	\$ 200.00	\$ 1,000.00
4	3033	SY	6" Subgrade Prep, including scarification, moisture treatment and compaction, complete and in place	\$ 1.00	\$ 3,033.00
5	1085	CY	Excavation of existing street to subgrade, including disposal, as measured in its original location, complete and in place per Cubic Yard.	\$ 17.50	\$ 18,987.50
6	3280	SY	12" Flex Base, including moisture treatment and compaction, complete and in place, per Square Yard	\$ 37.00	\$ 121,360.00
7	3033	SY	2" HMAc Type D, PG 64-16 Pavement Overlay including prep work and prime/tack coat complete and in place, per Square Yard.	\$ 16.75	\$ 50,802.75
8	2	EA	Wastewater Manhole Adjustment (18" max.), complete and in place, per Each.	\$ 1,000.00	\$ 2,000.00
9	11	EA	Driveway Pavement Joint to existing driveways per detail, complete and in place per Each.	\$ 500.00	\$ 5,500.00
10	6	EA	New to existing pavement joints	\$ 1,000.00	\$ 6,000.00
<b>Site 2 - North Bastrop from US 290 to West Murray Avenue</b>					
11	1032	SY	6" Subgrade Prep, including scarification, moisture treatment and compaction, complete and in place per Square Yard	\$ 1.00	\$ 1,032.00
12	370	CY	Excavation of existing street to subgrade, including disposal, as measured in its original location, complete and in place per Cubic Yard.	\$ 15.00	\$ 5,550.00
13	1115	SY	12" Flex Base, including moisture treatment and compaction, complete and in place, per Square Yard	\$ 37.00	\$ 41,255.00
14	1032	SY	2" HMAc Type D, PG 64-16 Pavement Overlay including prep work and prime/tack coat complete and in place, per Square Yard.	\$ 16.75	\$ 17,286.00
15	2	EA	Driveway Pavement Joint to existing driveways per detail, complete and in place per Each.	\$ 500.00	\$ 1,000.00
16	1	EA	12" Single White Stop Sign Bars, Type 1 (Thermo) complete and in place per Each	\$ 200.00	\$ 200.00
17	1	EA	Wastewater Manhole Adjustment (18" max.), complete and in place, per Each.	\$ 1,000.00	\$ 1,000.00
18	2	EA	New to existing pavement joints	\$ 1,000.00	\$ 2,000.00
<b>Site 3 - South San Marcos Street from East Burton Street to East Carrie Manor</b>					
19	110	TON	HMAc (Type D) Level Up as compensation for all required level up for project.	\$ 100.00	\$ 11,000.00
20	795	SY	2" HMAc Type D, PG 64-16 Pavement Overlay including prep work and prime/tack coat complete and in place, per Square Yard.	\$ 16.75	\$ 13,316.25
21	2	EA	New to existing pavement joints	\$ 1,000.00	\$ 2,000.00
22	2	EA	Driveway Pavement Joint to existing driveways per detail, complete and in place per Each.	\$ 500.00	\$ 1,000.00
23	1	EA	12" Single White Stop Sign Bars, Type 1 (Thermo) complete and in place per Each	\$ 200.00	\$ 200.00

00 WMP

Item No.	Estimated Quantity	Unit	Description of Item	Unit Price	Total Item Cost
<b>Site 3 - South San Marcos from East Carrie Manor to Railroad Tracks</b>					
24	3	EA	12" Single White Stop Sign Bars, Type 1 (Thermo) complete and in place	\$ 200.00	\$ 600.00
25	888	SY	6" Subgrade Prep, including scarification, moisture treatment and compaction, complete and in place	\$ 1.00	\$ 888.00
26	320	CY	Excavation of existing street to subgrade, including disposal, as measured in its original location, complete and in place per Cubic Yard.	\$ 17.50	\$ 5,600.00
27	960	SY	12" Flex Base, including moisture treatment and compaction, complete and in place, per Square Yard	\$ 37.00	\$ 35,520.00
28	888	SY	2" HMAC Type D, PG 64-16 Pavement Overlay including prep work and prime/tack coat complete and in place, per Square Yard.	\$ 16.75	\$ 14,874.00
29	1	EA	Wastewater Manhole Adjustment (18" max.,) complete and in place, per Each.	\$ 1,000.00	\$ 1,000.00
30	3	EA	Driveway Pavement Joint to existing driveways per detail, complete and in place per Each.	\$ 500.00	\$ 1,500.00
31	2	EA	Railroad Crossing Striping		\$ -
32	2	EA	New to existing pavement joints	\$ 1,000.00	\$ 2,000.00
<b>Site 6 - East Lane Avenue from Lexington Street to North La Grange</b>					
33	1,692	SY	2" HMAC Type D, PG 64-16 Pavement Overlay including prep work and prime/tack coat complete and in place, per Square Yard.	\$ 16.75	\$ 28,341.00
34	4	EA	12" Single White Stop Sign Bars, Type 1 (Thermo) complete and in place per Each	\$ 200.00	\$ 800.00
35	4	EA	New to existing pavement joints	\$ 50.00	\$ 200.00
36	10	EA	Driveway Pavement Joint to existing driveways per detail, complete and in place per Each.	\$ 50.00	\$ 500.00
<b>Site 7 - East Rector Street between Burnet Street and La Grange Street.</b>					
37	741	SY	2" HMAC Type D, PG 64-16 Pavement Overlay including prep work and prime/tack coat complete and in place, per Square Yard.	\$ 16.75	\$ 12,411.75
38	1	EA	Wastewater Manhole Adjustment (18" max.,) complete and in place, per Each.	\$ 1,000.00	\$ 1,000.00
39	2	EA	New to existing pavement joints	\$ 50.00	\$ 100.00
40	4	EA	Driveway Pavement Joint to existing driveways per detail, complete and in place per Each.	\$ 50.00	\$ 200.00
<b>Site 8 - East Townes from Burnet Street to La Grange Street</b>					
41	769	SY	2" HMAC Type D, PG 64-16 Pavement Overlay including prep work and prime/tack coat complete and in place, per Square Yard.	\$ 16.75	\$ 12,880.75
42	2	EA	12" Single White Stop Sign Bars, Type 1 (Thermo) complete and in place per Each	\$ 200.00	\$ 400.00
43	2	EA	New to existing pavement joints	\$ 50.00	\$ 100.00
44	2	EA	Driveway Pavement Joint to existing driveways per detail, complete and in place per Each.	\$ 50.00	\$ 100.00
<b>Site 9 - East Browning Street from Lexington to La Grange Street</b>					
45	1,650	SY	2" HMAC Type D, PG 64-16 Pavement Overlay including prep work and prime/tack coat complete and in place, per Square Yard.	\$ 16.75	\$ 27,637.50
46	1	EA	12" Single White Stop Sign Bars, Type 1 (Thermo) complete and in place per Each	\$ 200.00	\$ 200.00
47	4	EA	New to existing pavement joints	\$ 50.00	\$ 200.00
48	6	EA	Driveway Pavement Joint to existing driveways per detail, complete and in place per Each.	\$ 50.00	\$ 300.00
				<b>Total Base Bid =</b>	<b>\$ 466,875.50</b>

467,875.50  
Wmf

Item No.	Estimated Quantity	Unit	Description of Item	Unit Price	Total Item Cost
<b>Site #4 - Alternate Bid A - Parsons Street from City Limits to North Bastrop (Reconstruction)</b>					
A-1	1	LS	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.	\$ 10,000.00	\$ 10,000.00
A-2	6344	SY	6" Subgrade Prep, including scarification, moisture treatment and compaction, complete and in place	\$ 1.00	\$ 6,344.00
A-3	2285	CY	Excavation of existing street to subgrade, including disposal, as measured in its original location, complete and in place per Cubic Yard.	\$ 15.00	\$ 34,275.00
A-4	6850	SY	12" Flex Base, including moisture treatment and compaction, complete and in place, per Square Yard	\$ 28.00	\$ 191,800.00
A-5	6344	SY	2" HMAc Type D, PG 64-16 Pavement Overlay including prep work and prime/tack coat complete and in place, per Square Yard.	\$ 16.75	\$ 106,262.00
A-6	2	EA	Wastewater Manhole Adjustment (18" max.), complete and in place, per Each.	\$ 1,000.00	\$ 2,000.00
A-7	4	EA	New to existing pavement joints	\$ 1,000.00	\$ 4,000.00
A-8	22	EA	Driveway Pavement Joint to existing driveways per detail, complete and in place per Each.	\$ 50.00	\$ 1,100.00
<b>Site #4 - Alternate Bid A - Parsons Street from North Bastrop to Lexington (Mill and Overlay)</b>					
A-9	1	LS	Restripling of Parsons Street	\$ 8,000.00	\$ 8,000.00
A-10	2285	SY	Milling Asphaltic Concrete Pavement	\$ 1.00	\$ 2,285.00
A-11	2285	SY	2" HMAc Type D, PG 64-16 Pavement Overlay including prep work and prime/tack coat complete and in place, per Square Yard.	\$ 16.75	\$ 38,273.75
A-11	2	EA	New to existing pavement joints	\$ 500.00	\$ 1,000.00
A-12	8	EA	Driveway Pavement Joint to existing driveways per detail, complete and in place per Each.	\$ 250.00	\$ 2,000.00
				<b>Total Alternate Bid A =</b>	<b>\$ 407,339.75</b>
<b>Site #5 - Alternate Bid B - Caldwell Street and Alley behind Duett</b>					
B-1	2	EA	Wastewater Manhole Adjustment (18" max.), complete and in place, per Each.	\$ 300.00	\$ 600.00
B-2	714	SY	2" HMAc Type D, PG 64-16 Pavement Overlay including prep work and prime/tack coat complete and in place, per Square Yard.	\$ 16.75	\$ 11,959.50
B-3	1	EA	12" Single White Stop Sign Bars, Type 1 (Thermo) complete and in place per Each	\$ 200.00	\$ 200.00
B-4	2	EA	New to existing pavement joints	\$ 50.00	\$ 100.00
B-5	3	EA	Driveway Pavement Joint to existing driveways per detail, complete and in place per Each.	\$ 25.00	\$ 75.00
				<b>Total Alternate Bid B =</b>	<b>\$ 12,934.50</b>
				<b>Total Base Bid and Alternate Bids =</b>	<b>\$ 286,149.75</b>

888,149.75  
LWJF



**CONTRACTOR'S PROPOSAL (cont'd)**

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" from the Owner and to fully complete the work within following times:

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


Upon receipt of a written notice to the acceptance of this bid, Bidder will execute the formal contract Agreement within ten (10) days and shall deliver the Surety Bonds and Insurance Certificate as required by the Instructions to Bidders.

X

Bid security as required by the Instructions to Bidders in the sum of \$50,000.00 USD (\$ \_\_\_\_\_) is hereto attached.

The bid security is to become the property of the Owner in the event the Proposal is accepted by the Owner and the Agreement and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully Submitted,

By 

Title member

(Corporate Seal,  
if applicable)

Forsythe Brothers Infrastructure, Inc  
Business Name

\_\_\_\_\_  
PO Box 116 Manor TX 78653  
Address

512 579 8862  
Telephone



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: 4/20/2022

By: [Signature]

Title: Mayor, City of Manor

Title: member

Printed Name: [Signature]

Printed Name: B. Forsythe

Date Signed: [Signature]

Date Signed: 4/20/22

ATTEST:

ATTEST:

[Signature]  
City Secretary, City of Manor

[Signature]



**PERFORMANCE BOND**

STATE OF TEXAS )(

COUNTY OF Travis )(

KNOW ALL MEN BY THESE PRESENTS: That <sup>Forsythe Brothers</sup> Infrastructure, LLC, of the City of Manor County of Travis, and State of Texas, as Principal, and <sup>Texas Bonding Company</sup> authorized under the laws of the State of Texas to act as Surety on bonds for principals, are held and firmly bound unto City of Manor (Owner) as Obligee in the penal sum of <sup>Eight Hundred Eighty Three Thousand One Hundred Forty Nine & 75/100</sup> Dollars (\$ 888,149.75) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a written Agreement with the Owner, dated the 7<sup>th</sup> day of April, 2022, for construction of <sup>FY2021 Capital Metro Paving</sup> Improvements (Project) in accordance with Plans and Specifications prepared by Jay Engineering, which contract is hereby referred to and made in part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall promptly and faithfully perform said Contract and said in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract and the Plans and Specifications hereto annexed, then this obligation shall be void; otherwise, to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas, as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anywise effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

Whenever Principal shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety, jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and made available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

PERFORMANCE BOND (cont'd)

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 25th day of April, 2022

Forsythe Brothers Infrastructure, LLC

Principal

By [Signature]

Title Member

Address 309 West Lane Street

Manor, TX 78653

\_\_\_\_\_

Texas Bonding Company

Surety

By [Signature]

Title John W. Schuler, Attorney-in-fact

Address 1405 E. Riverside Drive

Austin, TX 78741

\_\_\_\_\_

The name and address of the Resident Agent of Surety is \_\_\_\_\_

Time Insurance Agency

1405 E. Riverside Drive, Austin, TX 78741

Bond Number: 1001183581

PAYMENT BOND

STATE OF TEXAS )(

COUNTY OF Travis )(

KNOW ALL MEN BY THESE PRESENTS: That Forsythe Brothers Infrastructure, LLC, of the City of Manor County of Travis, and State of Texas, as Principal, and Texas Bonding Company, authorized under the laws of the State of Texas to act as Surety on bonds for principals, are held and firmly bound unto City of Manor (Owner), hereinafter called the Obligee, in the penal sum of Eight Hundred Eighty Eight Thousand One Hundred Forty Dollars (\$ 888,149.74) for the payment of which sum, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a written Contract with the Owner, dated the 4th day of April, 2022, for construction of FY2021 Capital Metro Paving Improvements (Project) which contract is hereby referred to and made in part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided in said contract, then, this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas, as amended and all liabilities on this bond to all claimants shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anywise effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 25th day of April, 2022

Forsythe Brothers Infrastructure, LLC
Principal
By [Signature]
Title Member
Address 309 West Lane Street
Manor, TX 78653

Texas Bonding Company
Surety
By [Signature]
Title John W. Schuler, Attorney-in-fact
Address 1405 E. Riverside Drive
Austin, TX 78741

The name and address of the Resident Agent of Surety is Time Insurance Agency
1405 E. Riverside Drive, Austin, TX 78741

Bond Number: 1001183581



**POWER OF ATTORNEY**  
**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY**  
**UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

John Schuler or Steve Dobson of Austin, Texas

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*Ten Million\*\*\*\*\* Dollars (\*\*\*10,000,000.00\*\*\*). This Power of Attorney shall expire without further action on April 23<sup>rd</sup>, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

~~Be it Resolved~~, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

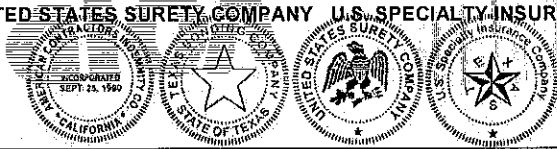
~~Attorney-in-Fact~~ may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

~~Be it Resolved~~ that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1<sup>st</sup> day of June, 2018.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY**  
**UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California  
County of Los Angeles



By:   
Daniel P. Aguilar, Vice President

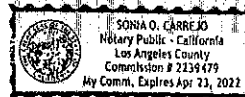
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 1<sup>st</sup> day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

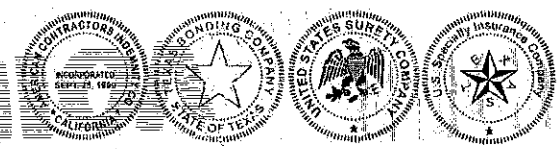
Signature (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 25<sup>th</sup> day of April, 2022.

Corporate Seals  
Bond No. 1001183581  
Agency No. 17071



Kio Lo, Assistant Secretary



# American Contractors Indemnity Company dba Texas Bonding Company

## TEXAS COMPLAINT NOTICE

### IMPORTANT NOTICE

1. To obtain information or make a complaint:
2. You may contact your agent.
3. You may call the company's toll free telephone number for information or to make a complaint at:

**1-800-486-6695**

4. You may also write to the company at:

801 S. Figueroa Street, Suite 700  
Los Angeles, CA 90017

5. You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

**1-800-252-3439**

6. You may write to the Texas Department of Insurance at:

Consumer Protection (111-1A)  
P.O. Box 149091  
Austin, TX 78714-9091  
Fax No. (512) 490-1007  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

7. **PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8. **ATTACH THIS NOTICE TO YOUR POLICY**

This notice is for information only and does not become a part or condition of the attached document.

### AVISO IMPORTANTE

- Para obtener informacion o para someter una queja:
- Puede comunicarse con su agente.
- Usted puede llamar al numero de telefono gratis de la compania's para informacion o para someter una queja al:

**1-800-486-6695**

- Usted tambien puede escribir a la compa ia:

801 S. Figueroa Street, Suite 700  
Los Angeles, CA 90017

- Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos, o quejas al:

**1-800-252-3439**

- Puede escribir al Departamento de Seguros de Texas al:

Consumer Protection (111-1A)  
P.O. Box 149091  
Austin, TX 78714-9091  
Fax No. (512) 490-1007  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

7. **DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concierne a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

8. **UNA ESTE AVISO A SU POLIZA**

Esta aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) **Item 3.**  
5/5/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

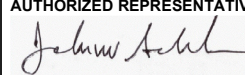
<b>PRODUCER</b> <b>Time Insurance Agency, Inc.</b> 1405 East Riverside Dr Austin, TX 78741	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>(512) 447-7773</b>		<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b> <b>info@timeinsurance.com</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURED</b>  <b>Forsythe Brothers Infrastructure, LLC</b> P O Box 116 Manor, TX 78653	<b>INSURER A : Evanston Insurance Co.</b>		<b>35378</b>
	<b>INSURER B : Progressive Insurance Company</b>		<b>29203</b>
	<b>INSURER C : Texas Mutual Insurance Company</b>		<b>22945</b>
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
<b>A</b>	<b>X</b> <b>COMMERCIAL GENERAL LIABILITY</b>			<b>3AA563060</b>	<b>4/29/2022</b>	<b>4/29/2023</b>	EACH OCCURRENCE	\$ <b>1,000,000</b>
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ <b>100,000</b>
	<b>X</b> <b>Pollution Liability</b>						MED EXP (Any one person)	\$ <b>5,000</b>
	<input type="checkbox"/>						PERSONAL & ADV INJURY	\$ <b>1,000,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ <b>2,000,000</b>
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ <b>2,000,000</b>
	OTHER:							\$
<b>B</b>	<b>AUTOMOBILE LIABILITY</b>			<b>01377140-2</b>	<b>11/11/2021</b>	<b>11/11/2022</b>	COMBINED SINGLE LIMIT (Ea accident)	\$ <b>1,000,000</b>
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/>						PROPERTY DAMAGE (Per accident)	\$
							\$	
<b>A</b>	<b>UMBRELLA LIAB</b>			<b>EZXS3078329</b>	<b>4/29/2022</b>	<b>4/29/2023</b>	EACH OCCURRENCE	\$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> <b>EXCESS LIAB</b>						AGGREGATE	\$ <b>1,000,000</b>
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$	
<b>C</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			<b>0002026837</b>	<b>2/5/2022</b>	<b>2/5/2023</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / N	<input type="checkbox"/> N / A				E.L. EACH ACCIDENT	\$ <b>1,000,000</b>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ <b>1,000,000</b>
							E.L. DISEASE - POLICY LIMIT	\$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  City of Manor P.O. Box 387 105 E. Eggleston Manor, TX 78653	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

**APPLICATION AND CERTIFICATE FOR PAYMENT**

**TO OWNER:** City of Manor Texas

**PROJECT:** Manor 2021 Paving Improvements

**APPLICATION NO:** 1  
**PERIOD TO:** 27-Jul-22  
**CONTRACT FOR:**  
**CONTRACT DATE:**  
**PROJECT NOS:**

**DISTRIBUTION TO:**  
**OWNER** YES VIA ENGINEER  
**ARCHITECT** N/A  
**ENGINEER** YES  
**CONTRACTOR** files  
**FIELD** NO  
**OTHER** NO

**FROM CONTRACTOR:** Forsythe Brothers Infrastructure, llc  
 PO BOX 116  
 MANOR TEXAS 78653

**VIA ENGINEER:** GBA Team

**CONTRACTOR'S APPLICATION FOR PAYMENT**

APPLICATION IS MADE FOR PAYMENT, SHOWN BELOW, IN CONNECTION WITH ATTACHED EXHIBIT DELINEATING PROJECT LINE ITEMS

<b>1. ORIGINAL CONTRACT SUM</b>	\$ 888,149.75
<b>2. NET CHANGE BY CHANGE ORDERS</b>	<u>                    </u>
<b>3. CONTRACT SUM TO DATE (LINE 1 +/- LINE 2)</b>	\$ 888,149.75
<b>4. TOTAL COMPLETED AND STORED TO DATE</b>	\$ 211,820.00
<b>5: RETAINAGE</b>	
5 % OF COMPLETED WORK	\$ 10,591.00
5 % OF STORED MATERIAL	<u>                    </u>
<b>TOTAL RETAINAGE</b>	\$ 10,591.00
<b>6. TOTAL EARNED LESS RETAINAGE</b>	\$ 201,229.00
<b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</b>	<u>                    </u>
<b>8. CURRENT PAYMENT DUE</b>	<u>\$ 201,229.00</u>
<b>9. BALANCE TO FINISH INCLUDING RETAINAGE</b>	<u>\$ 686,920.75</u>

NOTE: CHANGE ORDER SUMMARY IS SHOWN ON SEPARATE EXHIBIT

The undersigned Contractor certifies to the best of the Contractor's knowledge, information and belief the Work covered by the Application and Certificate for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein now due.

**CONTRACTOR:**  
 By: Bill Forsythe Date: 27-Jul-22

**ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information, and belief, that the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED..... \$ 201,229.00  
 (Attach explanation if amount certified differs from the amount applied. Initial figures on this Application and on the attachment sheet(s) that are changed to conform with the amount certified)

**ENGINEER**  
 By: Pauline M Gray Date: 8/4/2022

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the CONTRACTOR named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or CONTRACTOR under this Contract.

City of Manor 2020 Paving Improvements										
Project Bid Items										
Item Description	Bid summary quantity	Unit	Unit Price	Plan unit cost	Quantity Previous Period	Subtotal previous Pay Period	Quantity this Pay Period	Subtotal current Pay Period	Over/Under original Estimate	Comments
<b>Base Bid Items</b>										
Traffic control plan and controls	1	LS	\$ 10,000.00	\$ 10,000.00		\$ -		0.65 \$ 6,000.00		(4,000.00)
Project Sign including posts, installation and removal	2	EA	\$ 1,500.00	\$ 3,000.00		\$ -	2	\$ 3,000.00		
<b>Site 1-North Caldwell from US 290 to West Townes St</b>										
12" single white stop bar	5	EA	\$ 200.00	\$ 1,000.00		\$ -		\$ -		(1,000.00)
6" subgrade prep	3033	SY	\$ 1.00	\$ 3,033.00		\$ -	2970	\$ 2,970.00		(63.00) deduct for shorten to state row
excavation of existing street to subgrade	1085	CY	\$ 17.50	\$ 18,987.50		\$ -	1070	\$ 18,725.00		(262.50) deduct for shorten to state row
12" flex base, including moisture treat and compaction	3280	SY	\$ 37.00	\$ 121,360.00		\$ -	3230	\$ 119,510.00		(1,850.00) deduct for shorten to state row
2" HMAc type D pg64-16	3033	SY	\$ 16.75	\$ 50,802.75		\$ -		\$ -		(50,802.75)
Wastewater manhole adjustment	2	EA	\$ 1,000.00	\$ 2,000.00		\$ -		\$ 0		(2,000.00) left as zero for now since have to wait until paving completed to install the concrete aprons
driveway pavement joint	11	EA	\$ 500.00	\$ 5,500.00		\$ -	11	\$ 5,500.00		
new to existing pavement joints	6	EA	\$ 1,000.00	\$ 6,000.00		\$ -	6	\$ 6,000.00		
<b>Site 2- North Bastrop from US 290 to West Murray Avenue</b>										
6" subgrade prep	1032	SY	\$ 1.00	\$ 1,032.00		\$ -	1015	\$ 1,015.00		(17.00) deduct for shorten to state row
excavation of existing street to subgrade	370	CY	\$ 15.00	\$ 5,550.00		\$ -	360	\$ 5,400.00		(150.00) deduct for shorten to state row
12" flex base, including moisture treat and compaction	1115	SY	\$ 37.00	\$ 41,225.00		\$ -	1100	\$ 40,700.00		(525.00) deduct for shorten to state row
2" HMAc type D pg64-16	1032	SY	\$ 16.75	\$ 17,286.00		\$ -		\$ -		(17,286.00)
driveway pavement joint	2	EA	\$ 500.00	\$ 1,000.00		\$ -	2	\$ 1,000.00		
12" single white stop bar	1	EA	\$ 200.00	\$ 200.00		\$ -		\$ -		(200.00)
Wastewater manhole adjustment	1	EA	\$ 1,000.00	\$ 1,000.00		\$ -		\$ 0		(1,000.00) left as zero for now since have to wait until paving completed to install the concrete aprons
new to existing pavement joints	2	EA	\$ 1,000.00	\$ 2,000.00		\$ -	2	\$ 2,000.00		
<b>Site 3- South San Marcos Street from East Burton Street to East Carrie Manor</b>										
Hmac Type D level up	110	TON	\$ 100.00	\$ 11,000.00		\$ -		\$ -		(11,000.00)
2" HMAc type D pg64-16	795	SY	\$ 16.75	\$ 13,316.25		\$ -		\$ -		(13,316.25)
new to existing pavement joints	2	EA	\$ 1,000.00	\$ 2,000.00		\$ -		\$ -		(2,000.00)
driveway pavement joint	2	EA	\$ 500.00	\$ 1,000.00		\$ -		\$ -		(1,000.00)
12" single white stop bar	1	EA	\$ 200.00	\$ 200.00		\$ -		\$ -		(200.00)
<b>Site 3-South San Marcos From East Carrie Manor to Railroad Tracks</b>										
12" single white stop bar	3	EA	\$ 200.00	\$ 600.00		\$ -		\$ -		(600.00)
6" subgrade prep	888	SY	\$ 1.00	\$ 888.00		\$ -		\$ -		(888.00)
excavation of existing street to subgrade	320	CY	\$ 17.50	\$ 5,600.00		\$ -		\$ -		(5,600.00)
12" flex base, including moisture treat and compaction	960	SY	\$ 37.00	\$ 35,520.00		\$ -		\$ -		(35,520.00)
2" HMAc type D pg64-16	888	SY	\$ 16.75	\$ 14,874.00		\$ -		\$ -		(14,874.00)
Wastewater manhole adjustment	1	EA	\$ 1,000.00	\$ 1,000.00		\$ -		\$ -		(1,000.00)
driveway pavement joint	3	EA	\$ 500.00	\$ 1,500.00		\$ -		\$ -		(1,500.00)
Railroad Crossing Striping	2	EA	\$ 1,000.00	\$ 2,000.00		\$ -		\$ -		(2,000.00)
new to existing pavement joints	2	EA	\$ 1,000.00	\$ 2,000.00		\$ -		\$ -		(2,000.00)
<b>Site 6-East Lane Avenue from Lexington St to North La Grange</b>										
2" HMAc type D pg64-16	1692	SY	\$ 16.75	\$ 28,341.00		\$ -		\$ -		(28,341.00)
12" single white stop bar	4	EA	\$ 200.00	\$ 800.00		\$ -		\$ -		(800.00)
new to existing pavement joints	4	EA	\$ 50.00	\$ 200.00		\$ -		\$ -		(200.00)
driveway pavement joint	10	EA	\$ 50.00	\$ 500.00		\$ -		\$ -		(500.00)
<b>Site 7-East Rector Street Between Burnet Street and La Grange Street</b>										
2" HMAc type D pg64-16	741	SY	\$ 16.75	\$ 12,411.75		\$ -		\$ -		(12,411.75)
Wastewater manhole adjustment	1	EA	\$ 1,000.00	\$ 1,000.00		\$ -		\$ -		(1,000.00)
new to existing pavement joints	2	EA	\$ 50.00	\$ 100.00		\$ -		\$ -		(100.00)
driveway pavement joint	4	EA	\$ 50.00	\$ 200.00		\$ -		\$ -		(200.00)
<b>Site 8-East Townes from Burnet Street to LaGrange Street</b>										
2" HMAc type D pg64-16	769	SY	\$ 16.75	\$ 12,880.75		\$ -		\$ -		(12,880.75)
12" single white stop bar	2	EA	\$ 200.00	\$ 400.00		\$ -		\$ -		(400.00)
new to existing pavement joints	2	EA	\$ 50.00	\$ 100.00		\$ -		\$ -		(100.00)
driveway pavement joint	2	EA	\$ 50.00	\$ 100.00		\$ -		\$ -		(100.00)
<b>Site 9-East Browning Street from Lexington to LaGrange Street</b>										
2" HMAc type D pg64-16	1650	SY	\$ 16.75	\$ 27,637.50		\$ -		\$ -		(27,637.50)
12" single white stop bar	1	EA	\$ 200.00	\$ 200.00		\$ -		\$ -		(200.00)
new to existing pavement joints	4	EA	\$ 50.00	\$ 200.00		\$ -		\$ -		(200.00)
driveway pavement joint	6	EA	\$ 50.00	\$ 300.00		\$ -		\$ -		(300.00)
<b>Total for Base Bid Items</b>										
				\$ 467,875.50		\$ -		\$ 211,820.00		(256,055.50)
<b>Site #4-Alternate Bid A-Parsons Street from City Limits to North Bastrop</b>										
traffic control plan	1	LS	\$ 10,000.00	\$ 10,000.00		\$ -		\$ -		(10,000.00)
6" subgrade prep	6344	SY	\$ 1.00	\$ 6,344.00		\$ -		\$ -		(6,344.00)
excavation of existing street to subgrade	2285	CY	\$ 15.00	\$ 34,275.00		\$ -		\$ -		(34,275.00)
12" flex base, including moisture treat and compaction	6850	SY	\$ 28.00	\$ 191,800.00		\$ -		\$ -		(191,800.00)
2" HMAc type D pg64-16	6344	SY	\$ 16.75	\$ 106,262.00		\$ -		\$ -		(106,262.00)
Wastewater manhole adjustment	2	EA	\$ 1,000.00	\$ 2,000.00		\$ -		\$ -		(2,000.00)
new to existing pavement joints	4	EA	\$ 1,000.00	\$ 4,000.00		\$ -		\$ -		(4,000.00)
driveway pavement joint	22	EA	\$ 50.00	\$ 1,100.00		\$ -		\$ -		(1,100.00)
<b>Site #4-Alternate Bid A-Parsons Street from North Bastrop to Lexington (mill and overlay)</b>										
restriping of parsons street	1	LS	\$ 8,000.00	\$ 8,000.00		\$ -		\$ -		(8,000.00)
milling asphaltic concrete pavement	2285	SY	\$ 1.00	\$ 2,285.00		\$ -		\$ -		(2,285.00)
2" HMAc type D pg64-16	2285	SY	\$ 16.75	\$ 38,273.75		\$ -		\$ -		(38,273.75)
new to existing pavement joints	2	EA	\$ 500.00	\$ 1,000.00		\$ -		\$ -		(1,000.00)
driveway pavement joint	8	EA	\$ 250.00	\$ 2,000.00		\$ -		\$ -		(2,000.00)
<b>Site #5-Alternate Bid B-Caldwell Street and Alley behind Duett's</b>										
Wastewater manhole adjustment	2	EA	\$ 300.00	\$ 600.00		\$ -		\$ -		(600.00)
2" HMAc type D pg64-16	714	SY	\$ 16.75	\$ 11,959.50		\$ -		\$ -		(11,959.50)
12" single white stop bar	1	EA	\$ 200.00	\$ 200.00		\$ -		\$ -		(200.00)
new to existing pavement joints	2	EA	\$ 50.00	\$ 100.00		\$ -		\$ -		(100.00)
driveway pavement joint	3	EA	\$ 25.00	\$ 75.00		\$ -		\$ -		(75.00)
<b>Total for Alternate Bid Items</b>										
				\$ 420,274.25		\$ -		\$ -		(420,274.25)
<b>Totals of Base Bid + Alternate Bid Items</b>										
				\$ 888,149.75		\$ -		\$ 211,820.00		(676,329.75)

**APPLICATION AND CERTIFICATE FOR PAYMENT**

**TO OWNER:** City of Manor Texas

**PROJECT:** Manor 2021 Paving Improvements

**APPLICATION NO:** 2  
**PERIOD TO:** 7-Sep-22  
**CONTRACT FOR:**  
**CONTRACT DATE:**  
**PROJECT NOS:**

**DISTRIBUTION TO:**  
**OWNER** YES VIA ENGINEER  
**ARCHITECT** N/A  
**ENGINEER** YES  
**CONTRACTOR** files  
**FIELD** NO  
**OTHER** NO

**FROM CONTRACTOR:** Forsythe Brothers Infrastructure, llc  
 PO BOX 116  
 MANOR TEXAS 78653

**VIA ENGINEER:** GBA Team

**CONTRACTOR'S APPLICATION FOR PAYMENT**

APPLICATION IS MADE FOR PAYMENT, SHOWN BELOW, IN CONNECTION WITH ATTACHED EXHIBIT DELINEATING PROJECT LINE ITEMS

<b>1. ORIGINAL CONTRACT SUM</b>	\$ 888,149.75
<b>2. NET CHANGE BY CHANGE ORDERS</b>	<u>                    </u>
<b>3. CONTRACT SUM TO DATE (LINE 1 +/- LINE 2)</b>	\$ 888,149.75
<b>4. TOTAL COMPLETED AND STORED TO DATE</b>	<u>\$ 421,625.50</u>
<b>5: RETAINAGE</b>	
5 % OF COMPLETED WORK	<u>\$ 21,081.28</u>
5 % OF STORED MATERIAL	<u>\$ -</u>
<b>TOTAL RETAINAGE</b>	<u>\$ 21,081.28</u>
<b>6. TOTAL EARNED LESS RETAINAGE</b>	<u>\$ 400,544.23</u>
<b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</b>	<u>\$ 201,229.00</u>
<b>8. CURRENT PAYMENT DUE</b>	<u>\$ 199,315.23</u>
<b>9. BALANCE TO FINISH INCLUDING RETAINAGE</b>	<u>\$ 487,605.53</u>

NOTE: CHANGE ORDER SUMMARY IS SHOWN ON SEPARATE EXHIBIT

The undersigned Contractor certifies to the best of the Contractor's knowledge, information and belief the Work covered by the Application and Certificate for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein now due.

**CONTRACTOR:**  
 By: Bill Forsythe Date: 7-Sep-22

**ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information, and belief, that the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED..... \$ 199,315.23  
 (Attach explanation if amount certified differs from the amount applied. Initial figures on this Application and on the attachment sheet(s) that are changed to conform with the amount certified)

**ENGINEER**  
 By: Pauline M Gray Date: 9/7/2022

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the CONTRACTOR named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or CONTRACTOR under this Contract.

City of Manor 2020 Paving Improvements										
Project Bid Items										
Item Description	Bid summary quantity	Unit	Unit Price	Plan unit cost	Quantity Previous Period	Subtotal previous Pay Period	Quantity this Pay Period	Subtotal current Pay Period	Over/Under original Estimate	Comments
<b>Base Bid Items</b>										
Traffic control plan and controls	1 LS		\$ 10,000.00	\$ 10,000.00	0.6	\$ 6,000.00		0.4	\$ 4,000.00	\$ -
Project Sign including posts, installation and removal	2 EA		\$ 1,500.00	\$ 3,000.00	2	\$ 3,000.00		0	\$ -	\$ -
<b>Site 1-North Caldwell from US 290 to West Townes St</b>										
12" single white stop bar	5 EA		\$ 200.00	\$ 1,000.00		\$ -		\$ -	\$ -	(1,000.00)
6" subgrade prep	3033 SY		\$ 1.00	\$ 3,033.00	2970	\$ 2,970.00		\$ -	\$ -	(63.00)
excavation of existing street to subgrade	1085 CY		\$ 17.50	\$ 18,987.50	1070	\$ 18,725.00		\$ -	\$ -	(262.50)
12" flex base, including moisture treat and compaction	3280 SY		\$ 37.00	\$ 121,360.00	3230	\$ 119,510.00		\$ -	\$ -	(1,850.00)
2" HMAC type D pg64-16	3033 SY		\$ 16.75	\$ 50,802.75		\$ -	3000	\$ 50,250.00	\$ -	(552.75)
Wastewater manhole adjustment	2 EA		\$ 1,000.00	\$ 2,000.00	0	\$ -	3	\$ 3,000.00	\$ 1,000.00	one by barbeque place, one just south of lane st, and another just north of townes
driveway pavement joint	11 EA		\$ 500.00	\$ 5,500.00	11	\$ 5,500.00		\$ -	\$ -	-
new to existing pavement joints	6 EA		\$ 1,000.00	\$ 6,000.00	6	\$ 6,000.00		\$ -	\$ -	-
<b>Site 2- North Bastrop from US 290 to West Murray Avenue</b>										
6" subgrade prep	1032 SY		\$ 1.00	\$ 1,032.00	1015	\$ 1,015.00		\$ -	\$ -	(17.00)
excavation of existing street to subgrade	370 CY		\$ 15.00	\$ 5,550.00	360	\$ 5,400.00		\$ -	\$ -	(150.00)
12" flex base, including moisture treat and compaction	1115 SY		\$ 37.00	\$ 41,225.00	1100	\$ 40,700.00		\$ -	\$ -	(525.00)
2" HMAC type D pg64-16	1032 SY		\$ 16.75	\$ 17,286.00		\$ -	1001	\$ 16,766.75	\$ -	(519.25)
driveway pavement joint	2 EA		\$ 500.00	\$ 1,000.00	2	\$ 1,000.00		\$ -	\$ -	-
12" single white stop bar	1 EA		\$ 200.00	\$ 200.00		\$ -		\$ -	\$ -	(200.00)
Wastewater manhole adjustment	1 EA		\$ 1,000.00	\$ 1,000.00	0	\$ -	1	\$ 1,000.00	\$ -	-
new to existing pavement joints	2 EA		\$ 1,000.00	\$ 2,000.00	2	\$ 2,000.00		\$ -	\$ -	-
<b>Site 3- South San Marcos Street from East Burton Street to East Carrie Manor</b>										
HMAC Type D level up	110 TON		\$ 100.00	\$ 11,000.00		\$ -	110	\$ 11,000.00	\$ -	-
2" HMAC type D pg64-16	795 SY		\$ 16.75	\$ 13,316.25		\$ -		\$ -	\$ -	(13,316.25)
new to existing pavement joints	2 EA		\$ 1,000.00	\$ 2,000.00		\$ -	2	\$ 2,000.00	\$ -	-
driveway pavement joint	2 EA		\$ 500.00	\$ 1,000.00		\$ -	2	\$ 1,000.00	\$ -	-
12" single white stop bar	1 EA		\$ 200.00	\$ 200.00		\$ -		\$ -	\$ -	(200.00)
<b>Site 3-South San Marcos From East Carrie Manor to Railroad Tracks</b>										
12" single white stop bar	3 EA		\$ 200.00	\$ 600.00		\$ -		\$ -	\$ -	(600.00)
6" subgrade prep	888 SY		\$ 1.00	\$ 888.00		\$ -	800	\$ 800.00	\$ -	(88.00)
excavation of existing street to subgrade	320 CY		\$ 17.50	\$ 5,600.00		\$ -	315	\$ 5,512.50	\$ -	(87.50)
12" flex base, including moisture treat and compaction	960 SY		\$ 37.00	\$ 35,520.00		\$ -	960	\$ 35,520.00	\$ -	-
2" HMAC type D pg64-16	888 SY		\$ 16.75	\$ 14,874.00		\$ -		\$ -	\$ -	(14,874.00)
Wastewater manhole adjustment	1 EA		\$ 1,000.00	\$ 1,000.00		\$ -		\$ -	\$ -	(1,000.00)
driveway pavement joint	3 EA		\$ 500.00	\$ 1,500.00		\$ -	3	\$ 1,500.00	\$ -	-
Railroad Crossing Striping	2 EA		\$ 1,000.00	\$ 2,000.00		\$ -		\$ -	\$ -	(2,000.00)
new to existing pavement joints	2 EA		\$ 1,000.00	\$ 2,000.00		\$ -	2	\$ 2,000.00	\$ -	-
<b>Site 6-East Lane Avenue from Lexington St to North La Grange</b>										
2" HMAC type D pg64-16	1692 SY		\$ 16.75	\$ 28,341.00		\$ -	1325	\$ 22,193.75	\$ -	(6,147.25) Used this item to handle paving at ww treatment plant parking since 1 block of lane removed (488 parking lot)
12" single white stop bar	4 EA		\$ 200.00	\$ 800.00		\$ -		\$ -	\$ -	(800.00) total lane st =590 lf (298 west, 292 east), so prorated the square yards to get just the east lane value added to the 488 parking lot
new to existing pavement joints	4 EA		\$ 50.00	\$ 200.00		\$ -	2	\$ 100.00	\$ -	(100.00)
driveway pavement joint	10 EA		\$ 50.00	\$ 500.00		\$ -	0	\$ -	\$ -	(500.00)
<b>Site 7-East Rector Street Between Burnet Street and LaGrange Street</b>										
2" HMAC type D pg64-16	741 SY		\$ 16.75	\$ 12,411.75		\$ -	740	\$ 12,395.00	\$ -	(16.75)
Wastewater manhole adjustment	1 EA		\$ 1,000.00	\$ 1,000.00		\$ -	0	\$ -	\$ -	(1,000.00) handled in previous paving project
new to existing pavement joints	2 EA		\$ 50.00	\$ 100.00		\$ -	2	\$ 100.00	\$ -	-
driveway pavement joint	4 EA		\$ 50.00	\$ 200.00		\$ -	0	\$ -	\$ -	(200.00)
<b>Site 8-East Townes from Burnet Street to LaGrange Street</b>										
2" HMAC type D pg64-16	769 SY		\$ 16.75	\$ 12,880.75		\$ -	760	\$ 12,730.00	\$ -	(150.75)
12" single white stop bar	2 EA		\$ 200.00	\$ 400.00		\$ -		\$ -	\$ -	(400.00)
new to existing pavement joints	2 EA		\$ 50.00	\$ 100.00		\$ -	2	\$ 100.00	\$ -	-
driveway pavement joint	2 EA		\$ 50.00	\$ 100.00		\$ -	0	\$ -	\$ -	(100.00)
<b>Site 9-East Browning Street from Lexington to LaGrange Street</b>										
2" HMAC type D pg64-16	1650 SY		\$ 16.75	\$ 27,637.50		\$ -	1650	\$ 27,637.50	\$ -	-
12" single white stop bar	1 EA		\$ 200.00	\$ 200.00		\$ -		\$ -	\$ -	(200.00)
new to existing pavement joints	4 EA		\$ 50.00	\$ 200.00		\$ -	4	\$ 200.00	\$ -	-
driveway pavement joint	6 EA		\$ 50.00	\$ 300.00		\$ -	0	\$ -	\$ -	(300.00)
Total for Base Bid Items				\$ 467,875.50		\$ 211,820.00		\$ 209,805.50	\$ -	(46,250.00)
<b>Site #4-Alternate Bid A-Parsons Street from City Limits to North Bastrop</b>										
traffic control plan	1 LS		\$ 10,000.00	\$ 10,000.00		\$ -		\$ -	\$ -	(10,000.00)
6" subgrade prep	6344 SY		\$ 1.00	\$ 6,344.00		\$ -		\$ -	\$ -	(6,344.00)
excavation of existing street to subgrade	2285 CY		\$ 15.00	\$ 34,275.00		\$ -		\$ -	\$ -	(34,275.00)
12" flex base, including moisture treat and compaction	6850 SY		\$ 28.00	\$ 191,800.00		\$ -		\$ -	\$ -	(191,800.00)
2" HMAC type D pg64-16	6344 SY		\$ 16.75	\$ 106,262.00		\$ -		\$ -	\$ -	(106,262.00)
Wastewater manhole adjustment	2 EA		\$ 1,000.00	\$ 2,000.00		\$ -		\$ -	\$ -	(2,000.00)
new to existing pavement joints	4 EA		\$ 1,000.00	\$ 4,000.00		\$ -		\$ -	\$ -	(4,000.00)
driveway pavement joint	22 EA		\$ 50.00	\$ 1,100.00		\$ -		\$ -	\$ -	(1,100.00)
<b>Site #4-Alternate Bid A-Parsons Street from North Bastrop to Lexington (mill and overlay)</b>										
restriping of parsons street	1 LS		\$ 8,000.00	\$ 8,000.00		\$ -		\$ -	\$ -	(8,000.00)
milling asphaltic concrete pavement	2285 SY		\$ 1.00	\$ 2,285.00		\$ -		\$ -	\$ -	(2,285.00)
2" HMAC type D pg64-16	2285 SY		\$ 16.75	\$ 38,273.75		\$ -		\$ -	\$ -	(38,273.75)
new to existing pavement joints	2 EA		\$ 500.00	\$ 1,000.00		\$ -		\$ -	\$ -	(1,000.00)
driveway pavement joint	8 EA		\$ 250.00	\$ 2,000.00		\$ -		\$ -	\$ -	(2,000.00)
<b>Site #5-Alternate Bid B-Caldwell Street and Alley behind Duett's</b>										
Wastewater manhole adjustment	2 EA		\$ 300.00	\$ 600.00		\$ -		\$ -	\$ -	(600.00)
2" HMAC type D pg64-16	714 SY		\$ 16.75	\$ 11,959.50		\$ -		\$ -	\$ -	(11,959.50)
12" single white stop bar	1 EA		\$ 200.00	\$ 200.00		\$ -		\$ -	\$ -	(200.00)
new to existing pavement joints	2 EA		\$ 50.00	\$ 100.00		\$ -		\$ -	\$ -	(100.00)
driveway pavement joint	3 EA		\$ 25.00	\$ 75.00		\$ -		\$ -	\$ -	(75.00)
Total for Alternate Bid Items				\$ 420,274.25		\$ -		\$ -	\$ -	(420,274.25)
Totals of Base Bid + Alternate Bid Items				\$ 888,149.75		\$ 211,820.00		\$ 209,805.50	\$ -	(466,524.25)

Bill Forsythe

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: City of Manor Texas

PROJECT: Manor 2021 Paving Improvements

APPLICATION NO: 3
PERIOD TO: 27-Sep-22
CONTRACT FOR:
CONTRACT DATE:
PROJECT NOS:

DISTRIBUTION TO:
OWNER YES VIA ENGINEER
ARCHITECT N/A
ENGINEER YES
CONTRACTOR files
FIELD NO
OTHER NO

FROM CONTRACTOR: Forsythe Brothers Infrastructure, llc
PO BOX 116
MANOR TEXAS 78653

VIA ENGINEER: GBA Team

CONTRACTOR'S APPLICATION FOR PAYMENT

APPLICATION IS MADE FOR PAYMENT, SHOWN BELOW, IN CONNECTION WITH ATTACHED EXHIBIT DELINEATING PROJECT LINE ITEMS

Table with 2 columns: Description and Amount. Rows include: 1. ORIGINAL CONTRACT SUM (\$ 888,149.75), 2. NET CHANGE BY CHANGE ORDERS, 3. CONTRACT SUM TO DATE (LINE 1 +/- LINE 2) (\$ 888,149.75), 4. TOTAL COMPLETED AND STORED TO DATE (\$ 504,462.00), 5: RETAINAGE (5% OF COMPLETED WORK \$ 25,223.10, 5% OF STORED MATERIAL \$ -), TOTAL RETAINAGE (\$ 25,223.10), 6. TOTAL EARNED LESS RETAINAGE (\$ 479,238.90), 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (\$ 400,544.23), 8. CURRENT PAYMENT DUE (\$ 78,694.67), 9. BALANCE TO FINISH INCLUDING RETAINAGE (\$ 408,910.85)

NOTE: CHANGE ORDER SUMMARY IS SHOWN ON SEPARATE EXHIBIT

The undersigned Contractor certifies to the best of the Contractor's knowledge, information and belief the Work covered by the Application and Certificate for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein now due.

CONTRACTOR:
By: Bill Forsythe Date: 27-Sep-22

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information, and belief, that the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED..... \$ 78,694.67
(Attach explanation if amount certified differs from the amount applied. Initial figures on this Application and on the attachment sheet(s) that are changed to conform with the amount certified)

ENGINEER
By: Pauline M. Gray Date: 9/28/2022

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the CONTRACTOR named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or CONTRACTOR under this Contract.





APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: City of Manor Texas

PROJECT: Manor 2021 Paving Improvements

APPLICATION NO: 4
PERIOD TO: 30-Sep-22
CONTRACT FOR:
CONTRACT DATE:
PROJECT NOS:

DISTRIBUTION TO:
OWNER YES VIA ENGINEER
ARCHITECT N/A
ENGINEER YES
CONTRACTOR files
FIELD NO
OTHER NO

FROM CONTRACTOR: Forsythe Brothers Infrastructure, llc
PO BOX 116
MANOR TEXAS 78653

VIA ENGINEER: GBA Team

CONTRACTOR'S APPLICATION FOR PAYMENT

APPLICATION IS MADE FOR PAYMENT, SHOWN BELOW, IN CONNECTION WITH ATTACHED EXHIBIT DELINEATING PROJECT LINE ITEMS

Table with 2 columns: Description and Amount. Rows include: 1. ORIGINAL CONTRACT SUM (\$ 888,149.75), 2. NET CHANGE BY CHANGE ORDERS, 3. CONTRACT SUM TO DATE (LINE 1 +/- LINE 2) (\$ 888,149.75), 4. TOTAL COMPLETED AND STORED TO DATE (\$ 860,436.00), 5: RETAINAGE, 5 % OF COMPLETED WORK (\$ 43,021.80), 5 % OF STORED MATERIAL (\$ -), TOTAL RETAINAGE (\$ 43,021.80), 6. TOTAL EARNED LESS RETAINAGE (\$ 817,414.20), 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (\$ 479,238.90), 8. CURRENT PAYMENT DUE (\$ 338,175.30), 9. BALANCE TO FINISH INCLUDING RETAINAGE (\$ 70,735.55)

NOTE: CHANGE ORDER SUMMARY IS SHOWN ON SEPARATE EXHIBIT

The undersigned Contractor certifies to the best of the Contractor's knowledge, information and belief the Work covered by the Application and Certificate for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein now due.

CONTRACTOR: Bill Forsythe
By: Bill Forsythe Date: 30-Sep-22

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information, and belief, that the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED..... \$ 338,175.30
(Attach explanation if amount certified differs from the amount applied. Initial figures on this Application and on the attachment sheet(s) that are changed to conform with the amount certified)

ENGINEER
By: [Signature] Date: 9/30/2022

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the CONTRACTOR named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or CONTRACTOR under this Contract.

City of Manor 2020 Paving Improvements											
Project Bid Items											
Item Description	Bid summary	Quantity	Unit	Unit Price	Plan unit cost	Quantity Previous Period	Subtotal previous Pay Period	Quantity this Pay Period	Subtotal current Pay Period	Over/Under original Estimate	Comments
<b>Base Bid Items</b>											
Traffic control plan and controls		1	LS	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00		\$ -	\$ -	
Project Sign including posts, installation and removal		2	EA	\$ 1,500.00	\$ 3,000.00	2	\$ 3,000.00	0	\$ -	\$ -	
<b>Site 1-North Caldwell from US 290 to West Townes St</b>											
12" single white stop bar		5	EA	\$ 200.00	\$ 1,000.00			5	\$ 1,000.00	\$ -	
6" subgrade prep		3033	CY	\$ 1.00	\$ 3,033.00	2970	\$ 2,970.00		\$ -	\$ (63.00)	
excavation of existing street to subgrade		1085	CY	\$ 17.50	\$ 18,987.50	1070	\$ 18,725.00		\$ -	\$ (262.50)	
12" flex base, including moisture treat and compaction		3280	SY	\$ 37.00	\$ 121,360.00	3230	\$ 119,510.00		\$ -	\$ (1,850.00)	
2" HMAC type D pg64-16		3033	SY	\$ 16.75	\$ 50,802.75	3000	\$ 50,250.00		\$ -	\$ (552.75)	
Wastewater manhole adjustment		2	EA	\$ 1,000.00	\$ 2,000.00	3	\$ 3,000.00		\$ -	\$ 1,000.00	one by barbeque place, one just south of lane st, and another just north of townes
driveway pavement joint		11	EA	\$ 500.00	\$ 5,500.00	11	\$ 5,500.00		\$ -	\$ -	
new to existing pavement joints		6	EA	\$ 1,000.00	\$ 6,000.00	6	\$ 6,000.00		\$ -	\$ -	
<b>Site 2- North Bastrop from US 290 to West Murray Avenue</b>											
6" subgrade prep		1032	SY	\$ 1.00	\$ 1,032.00	1015	\$ 1,015.00		\$ -	\$ (17.00)	
excavation of existing street to subgrade		370	CY	\$ 15.00	\$ 5,550.00	360	\$ 5,400.00		\$ -	\$ (150.00)	
12" flex base, including moisture treat and compaction		1115	SY	\$ 37.00	\$ 41,255.00	1100	\$ 40,700.00		\$ -	\$ (555.00)	
2" HMAC type D pg64-16		1032	SY	\$ 16.75	\$ 17,286.00	1001	\$ 16,766.75		\$ -	\$ (519.25)	
driveway pavement joint		2	EA	\$ 500.00	\$ 1,000.00	2	\$ 1,000.00		\$ -	\$ -	
12" single white stop bar		1	EA	\$ 200.00	\$ 200.00			1	\$ 200.00	\$ -	
Wastewater manhole adjustment		1	EA	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00		\$ -	\$ -	
new to existing pavement joints		2	EA	\$ 1,000.00	\$ 2,000.00	2	\$ 2,000.00		\$ -	\$ -	
<b>Site 3- South San Marcos Street from East Burton Street to East Carrie Manor</b>											
Hmac Type D level up		110	TON	\$ 100.00	\$ 11,000.00	110	\$ 11,000.00		\$ -	\$ -	
2" HMAC type D pg64-16		795	SY	\$ 16.75	\$ 13,316.25	795	\$ 13,316.25		\$ -	\$ -	
new to existing pavement joints		2	EA	\$ 1,000.00	\$ 2,000.00	2	\$ 2,000.00		\$ -	\$ -	
driveway pavement joint		2	EA	\$ 500.00	\$ 1,000.00	2	\$ 1,000.00		\$ -	\$ -	
12" single white stop bar		1	EA	\$ 200.00	\$ 200.00			1	\$ 200.00	\$ -	
<b>Site 3-South San Marcos From East Carrie Manor to Railroad Tracks</b>											
12" single white stop bar		3	EA	\$ 200.00	\$ 600.00	3	\$ 600.00		\$ -	\$ -	
6" subgrade prep		888	SY	\$ 1.00	\$ 888.00	800	\$ 800.00		\$ -	\$ (88.00)	
excavation of existing street to subgrade		320	CY	\$ 17.50	\$ 5,600.00	315	\$ 5,512.50		\$ -	\$ (87.50)	
12" flex base, including moisture treat and compaction		960	SY	\$ 37.00	\$ 35,520.00	960	\$ 35,520.00		\$ -	\$ -	
2" HMAC type D pg64-16		888	SY	\$ 16.75	\$ 14,874.00	888	\$ 14,874.00		\$ -	\$ -	
Wastewater manhole adjustment		1	EA	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00		\$ -	\$ (1,000.00)	
driveway pavement joint		3	EA	\$ 500.00	\$ 1,500.00	3	\$ 1,500.00		\$ -	\$ -	
Railroad Crossing Striping		2	EA	\$ 1,000.00	\$ 2,000.00			2	\$ 2,000.00	\$ -	
new to existing pavement joints		2	EA	\$ 1,000.00	\$ 2,000.00	2	\$ 2,000.00		\$ -	\$ -	
<b>Site 6-East Lane Avenue from Lexington St to North La Grange</b>											
2" HMAC type D pg64-16		1692	SY	\$ 16.75	\$ 28,341.00	1325	\$ 22,193.75		\$ -	\$ (6,147.25)	Used this item to handle paving at ww treatment plant parking since 1 block of lane removed (488 parking lot)
12" single white stop bar		4	EA	\$ 200.00	\$ 800.00			4	\$ 800.00	\$ -	total lane st =590 lf (298 west, 292 east), so prorated the square yards to get just the east lane value added to the 488 parking lot
new to existing pavement joints		4	EA	\$ 50.00	\$ 200.00	2	\$ 100.00		\$ -	\$ (100.00)	
driveway pavement joint		10	EA	\$ 50.00	\$ 500.00	0	\$ -		\$ -	\$ (500.00)	
<b>Site 7-East Rector Street between Burnet Street and La Grange Street</b>											
2" HMAC type D pg64-16		741	SY	\$ 16.75	\$ 12,411.75	740	\$ 12,395.00		\$ -	\$ (16.75)	
Wastewater manhole adjustment		1	EA	\$ 1,000.00	\$ 1,000.00	0	\$ -		\$ -	\$ (1,000.00)	handled in previous paving project
new to existing pavement joints		2	EA	\$ 50.00	\$ 100.00	2	\$ 100.00		\$ -	\$ -	
driveway pavement joint		4	EA	\$ 50.00	\$ 200.00	0	\$ -		\$ -	\$ (200.00)	
<b>Site 8-East Townes from Burnet Street to LaGrange Street</b>											
2" HMAC type D pg64-16		769	SY	\$ 16.75	\$ 12,880.75	760	\$ 12,730.00		\$ -	\$ (150.75)	
12" single white stop bar		2	EA	\$ 200.00	\$ 400.00			2	\$ 400.00	\$ -	
new to existing pavement joints		2	EA	\$ 50.00	\$ 100.00	2	\$ 100.00		\$ -	\$ -	
driveway pavement joint		2	EA	\$ 50.00	\$ 100.00	0	\$ -		\$ -	\$ (100.00)	
<b>Site 9-East Browning Street from Lexington to LaGrange Street</b>											
2" HMAC type D pg64-16		1650	SY	\$ 16.75	\$ 27,637.50	1650	\$ 27,637.50		\$ -	\$ -	
12" single white stop bar		1	EA	\$ 200.00	\$ 200.00			1	\$ 200.00	\$ -	
new to existing pavement joints		4	EA	\$ 50.00	\$ 200.00	4	\$ 200.00		\$ -	\$ -	
driveway pavement joint		6	EA	\$ 50.00	\$ 300.00	0	\$ -		\$ -	\$ (300.00)	
<b>Total for Base Bid Items</b>				\$ 467,875.50			\$ 450,415.75		\$ 4,800.00	\$ (12,659.75)	
<b>Site #4-Alternate Bid A-Parsons Street from City Limits to North Bastrop</b>											
traffic control plan		1	LS	\$ 10,000.00	\$ 10,000.00	0.5	\$ 5,000.00	0.5	\$ 5,000.00	\$ -	
6" subgrade prep		6344	SY	\$ 1.00	\$ 6,344.00			6329	\$ 6,129.00	\$ (215.00)	
excavation of existing street to subgrade		2285	CY	\$ 15.00	\$ 34,275.00			2216	\$ 33,150.00	\$ (1,125.00)	
12" flex base, including moisture treat and compaction		6850	SY	\$ 28.00	\$ 191,800.00			6690	\$ 184,800.00	\$ (7,000.00)	
2" HMAC type D pg64-16		6344	SY	\$ 16.75	\$ 106,262.00			6340	\$ 106,195.00	\$ (67.00)	
Wastewater manhole adjustment		2	EA	\$ 1,000.00	\$ 2,000.00			2	\$ 2,000.00	\$ -	
new to existing pavement joints		4	EA	\$ 1,000.00	\$ 4,000.00			4	\$ 4,000.00	\$ -	
driveway pavement joint		22	EA	\$ 50.00	\$ 1,100.00			28	\$ 1,400.00	\$ 300.00	
<b>Site #4-Alternate Bid A-Parsons Street from North Bastrop to Lexington (mill and overlay)</b>											
restriping of parsons street		1	LS	\$ 8,000.00	\$ 8,000.00			1	\$ 8,000.00	\$ -	
milling asphaltic concrete pavement		2285	SY	\$ 1.00	\$ 2,285.00	1400	\$ 1,400.00		\$ -	\$ (885.00)	removed pavement instead of the mill to give opportunity to regrade roadway
2" HMAC type D pg64-16		2285	SY	\$ 16.75	\$ 38,273.75	1400	\$ 23,450.00		\$ -	\$ (14,823.75)	
new to existing pavement joints		2	EA	\$ 500.00	\$ 1,000.00	2	\$ 1,000.00		\$ -	\$ -	
driveway pavement joint		8	EA	\$ 250.00	\$ 2,000.00	8	\$ 2,000.00		\$ -	\$ -	
<b>Site #5-Alternate Bid B-Caldwell Street and Alley behind Duett's</b>											
Wastewater manhole adjustment		2	EA	\$ 300.00	\$ 600.00			2	\$ 600.00	\$ -	
2" HMAC type D pg64-16		714	SY	\$ 16.75	\$ 11,959.50	1255	\$ 21,021.25		\$ -	\$ 9,061.75	
12" single white stop bar		1	EA	\$ 200.00	\$ 200.00			1	\$ 200.00	\$ -	
new to existing pavement joints		2	EA	\$ 50.00	\$ 100.00	2	\$ 100.00		\$ -	\$ -	
driveway pavement joint		3	EA	\$ 25.00	\$ 75.00	3	\$ 75.00		\$ -	\$ -	
<b>Total for Alternate Bid Items</b>				\$ 420,274.25			\$ 54,046.25		\$ 351,174.00	\$ (15,054.00)	
<b>Totals of Base Bid + Alternate Bid Items</b>				\$ 888,149.75			\$ 504,462.00		\$ 355,974.00	\$ (27,713.75)	

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: City of Manor Texas

PROJECT: Manor 2021 Paving Improvements

APPLICATION NO: 5
PERIOD TO: 30-Sep-22
CONTRACT FOR:
CONTRACT DATE:
PROJECT NOS:

DISTRIBUTION TO:
OWNER YES VIA ENGINEER
ARCHITECT N/A
ENGINEER YES
CONTRACTOR files
FIELD NO
OTHER NO

FROM CONTRACTOR: Forsythe Brothers Infrastructure, llc
PO BOX 116
MANOR TEXAS 78653

VIA ENGINEER: GBA Team

CONTRACTOR'S APPLICATION FOR PAYMENT

APPLICATION IS MADE FOR PAYMENT, SHOWN BELOW, IN CONNECTION WITH ATTACHED EXHIBIT DELINEATING PROJECT LINE ITEMS

Table with 2 columns: Description and Amount. Rows include: 1. ORIGINAL CONTRACT SUM (\$ 888,149.75), 2. NET CHANGE BY CHANGE ORDERS (\$ (8,463.75)), 3. CONTRACT SUM TO DATE (LINE 1 +/- LINE 2) (\$ 879,686.00), 4. TOTAL COMPLETED AND STORED TO DATE (\$ 879,686.00), 5: RETAINAGE (5% OF COMPLETED WORK \$ 43,984.30, 5% OF STORED MATERIAL \$ -), TOTAL RETAINAGE (\$ 43,984.30), 6. TOTAL EARNED LESS RETAINAGE (\$ 835,701.70), 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (\$ 817,414.20), 8. CURRENT PAYMENT DUE (\$ 18,287.50), 9. BALANCE TO FINISH INCLUDING RETAINAGE (\$ 43,984.30)

NOTE: CHANGE ORDER SUMMARY IS SHOWN ON SEPARATE EXHIBIT

The undersigned Contractor certifies to the best of the Contractor's knowledge, information and belief the Work covered by the Application and Certificate for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein now due.

CONTRACTOR:
By: Bill Forsythe Date: 27-Apr-23

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information, and belief, that the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED..... \$ 18,287.50
(Attach explanation if amount certified differs from the amount applied. Initial figures on this Application and on the attachment sheet(s) that are changed to conform with the amount certified)

ENGINEER
By: Pauline M Gray Date: 5/1/2023

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the CONTRACTOR named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or CONTRACTOR under this Contract.



APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: City of Manor Texas

PROJECT: Manor 2021 Paving Improvements

APPLICATION NO: retainage

DISTRIBUTION TO:

PERIOD TO: 30-Sep-22

CONTRACT FOR:

CONTRACT DATE:

PROJECT NOS:

OWNER YES VIA ENGINEER

ARCHITECT N/A

ENGINEER YES

CONTRACTOR files

FIELD NO

OTHER NO

FROM CONTRACTOR: Forsythe Brothers Infrastructure, llc  
PO BOX 116  
MANOR TEXAS 78653

VIA ENGINEER: GBA Team

CONTRACTOR'S APPLICATION FOR PAYMENT

APPLICATION IS MADE FOR PAYMENT, SHOWN BELOW, IN CONNECTION WITH ATTACHED EXHIBIT DELINEATING PROJECT LINE ITEMS

1. ORIGINAL CONTRACT SUM	\$	888,149.75
2. NET CHANGE BY CHANGE ORDERS	\$	(8,463.75)
3. CONTRACT SUM TO DATE (LINE 1 +/- LINE 2)	\$	879,686.00
4. TOTAL COMPLETED AND STORED TO DATE	\$	879,686.00
5: RETAINAGE		
5 % OF COMPLETED WORK		
5 % OF STORED MATERIAL	\$	- No Stored Material
TOTAL RETAINAGE	\$	-
6. TOTAL EARNED LESS RETAINAGE	\$	879,686.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	835,701.70
8. CURRENT PAYMENT DUE	\$	43,984.30
9. BALANCE TO FINISH INCLUDING RETAINAGE	\$	-

NOTE: CHANGE ORDER SUMMARY IS SHOWN ON SEPARATE EXHIBIT

The undersigned Contractor certifies to the best of the Contractor's knowledge, information and belief the Work covered by the Application and Certificate for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein now due.

CONTRACTOR:

By: Bill Forsythe Date: 27-Apr-23

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information, and belief, that the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED..... \$ 43,984.30  
(Attach explanation if amount certified differs from the amount applied. Initial figures on this Application and on the attachment sheet(s) that are changed to conform with the amount certified)

ENGINEER Pauline M Gray Date: 5/1/2023

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the CONTRACTOR named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or CONTRACTOR under this Contract.

Retainage





1500 County Road 269  
Leander, TX 78641

P.O. Box 2029  
Leander, TX 78646-2029

### CHANGE ORDER

ORDER NO.: 1  
DATE: March 24, 2023  
AGREEMENT DATE: April 7, 2022

NAME OF PROJECT: FY2021 Capital Metro Paving Improvements

OWNER: City of Manor

CONTRACTOR: Forsythe Brothers Infrastructure, LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:

1. Justification:

- Item No. 1 – Remove 63 SY from Bid Item No. 4 – 6” subgrade prep @ \$1.00/SY
- Item No. 2 – Remove 15 CY from Bid Item No. 5 – excavation of existing street @ \$17.50/CY
- Item No. 3 – Remove 50 SY from Bid Item No. 6 – 12” flexible base @ \$37.00/SY
- Item No. 4 – Remove 33 SY from Bid Item No. 7 – 2” HMAC Type D @ \$16.75/SY
- Item No. 5 – Add 1 EA from Bid Item No. 8 – Wastewater manhole adjustment @ \$1,000.00/EA
- Item No. 6 – Remove 17 SY from Bid Item No. 11 – 6” subgrade prep @ \$1.00/SY
- Item No. 7 – Remove 10 CY from Bid Item No. 12 – excavation of existing street @ \$15.00/CY
- Item No. 8 – Remove 15 SY from Bid Item No. 13 – 12” Flexible base @ \$37.00/SY
- Item No. 9 – Remove 31 SY from Bid Item No. 14 – 2” HMAC @ \$16.75/SY
- Item No. 10 – Remove 88 SY from Bid Item No. 25 – 6” subgrade prep @ \$1.00/SY
- Item No. 11 – Remove 5 CY from Bid Item No. 26 – Excavation of existing street @ \$17.50/CY
- Item No. 12 – Remove 1 EA from Bid Item No. 29 – Manhole adjustment @ \$1,000.00/EA
- Item No. 13 – Remove 367 SY from Bid Item No. 33 – 2” HMAC @ \$16.75/SY
- Item No. 14 – Remove 2 EA from Bid Item No. 35 – New to existing pavement joints @ \$50.00/EA
- Item No. 15 – Remove 10 EA from Bid Item No. 36 – Driveway pavement joints @ \$50.00/EA
- Item No. 16 – Remove 1 SY from Bid Item No. 37 – 2” HMAC @ \$16.75/SY
- Item No. 17 – Remove 1 EA from Bid Item No. 38 – Wastewater manhole adjustment @ \$1,000.00/EA
- Item No. 18 – Remove 4 EA from Bid Item No. 40 – driveway pavement joint @ \$50.00/EA
- Item No. 19 – Remove 9 SY from Bid Item No. 41- 2” HMAC @ \$16.75/SY
- Item No. 20 – Remove 2 EA from Bid Item No. 44 – Driveway Pavement Joint @ \$50.00/EA
- Item No. 21 – Remove 6 EA from Bid Item No. 48 – driveway pavement joint @ \$50.00/EA
- Item No. 22 – Remove 215 SY from Bid Item No. A-2 – 6” subgrade prep @ \$1.00/SY
- Item No. 23 – Remove 75 CY from Bid Item No. A-3 – excavation of existing street @ \$15.00/CY
- Item No. 24 – Remove 250 SY of Bid Item No. A-4 – 12” flex base @ \$28.00/SY
- Item No. 25 – Remove 4 SY of Bid Item No. A-5 – 2” HMAC @ \$16.75/SY
- Item No. 26 – Remove 885 SY of Bid Item No. A-10 – Milling asphalt concrete pavement @ \$1.00/SY
- Item No. 27 – Remove 885 SY of Bid Item No. A-11 – 2” HMAC @ \$16.75/SY
- Item No. 28 – Add 541 SY of 2” HMAC to Bid Item No. B-2 – 2” HMAC @ \$16.75/SY
- Item No. 29 – CO1.1 – Add 1 LS of work on East Lane to perform grading and base work prior to paving @ \$5,000.00/LS
- Item No. 30 – CO1.2 – Add 1 LS additional work and base transport for alley behind Duett’s @ \$12,500.00/LS



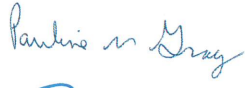
Item No. 31 – CO1.2 – Add 1 EA driveway cut for Duett Property @ \$1,750.00.

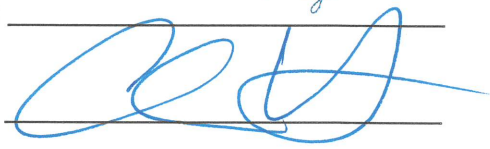
- 2. Change to CONTRACT PRICE:  
 Original CONTRACT PRICE: \$888,149.75  
 Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$888,149.75  
 The CONTRACT PRICE due to this CHANGE ORDER will be decreased by: \$8,463.75  
 New CONTRACT PRICE including this CHANGE ORDER will be: \$879,686.00


- 3. Change to CONTRACT TIME:  
 No change to contract time.

Approvals Required:

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

Recommended by: Pauline M. Gray, P.E. Signed:   
 Engineer

Ordered by: \_\_\_\_\_ Signed:   
 Dr. Christopher Harvey, Mayor  
 Owner City of Manor

Accepted by: Forsythe Brothers Infrastructure, LLC Signed   
 Contractor



### SEPARATION OF COSTS

Pursuant to the Instructions to Bidders, the proposal of the undersigned that has been submitted for performing this contract in full is hereby segregated as follows:

The amount of this bid that is charged for Skill and labor is: 205,000  
\$ \_\_\_\_\_

The amount of this bid that is charged for materials and tangible personal property (not less than the actual cost of such materials) is 674,686  
\$ \_\_\_\_\_

**TOTAL** 879,686.00  
\$ \_\_\_\_\_

Bill Joseph  
Contractor Signature

(Note: This form to be completed only by lowest responsible bidder after he has been selected)

**FINAL BILLS PAID AFFIDAVIT  
AND WAIVER OF LIEN**

Item 3.

STATE OF TEXAS  
COUNTY OF Travis

Date: 4.25.23

Owner: City of Manor

Contractor/Material Provider ("Affiant"): Forsythe Brothers Infrastructure, LLC

Project: City of Manor 2021 Paving

This is to acknowledge and certify that Affiant has completed the construction of all improvements for the project noted above and that they have been paid in full for all labor and material provided to the above-noted construction project, and acknowledge and certify that Affiant, and all of his or its agents, employees, successors, assigns, subsidiaries, and legal representatives will and do release and waive all Mechanic's liens, or similar lien rights, which have or might arise as a result of the Affiant's or Affiant's agents' or employees' providing labor and materials to the above-noted project pursuant to the Contract.

In addition to the foregoing, Affiant acknowledges and certifies that Affiant has paid all laborers, subcontractors, materialmen, and all other persons or parties who have provided labor or materials through, for, or on behalf of the Affiant to the above-noted construction project.

Affiant indemnifies and holds Owner harmless from any liens, debts or obligations which arise as a result of labor or materials provided by or through Affiant to the project through the date set out above. Affiant further indemnifies and holds harmless all real property on which the improvements were constructed and all interests in such property, including leasehold interests, from any liens, debts, or obligations arising from any labor or materials provided by or through Affiant to the project through the date set out above.

SUBSCRIBED AND SWORN TO BY Affiant on this 25 day of April, 2023.

**AFFIANT:**

Signature: Bill Forsythe

Typed Name: Bill Forsythe

Title: member

Initialed: BF

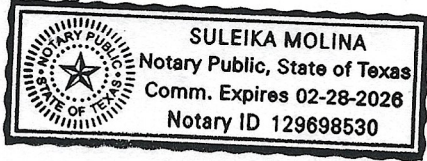
STATE OF TEXAS

COUNTY OF Travis

BEFORE ME the undersigned authority on this day personally appeared Bill Forsythe known to me to be the person noted above, and acknowledged to me the following: that he/she executed the foregoing for the purpose and consideration therein expressed, in the capacity therein stated, and as the duly authorized act and deed of the party releasing and waiving the lien therein; and that every statement therein is within his/her knowledge and is true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 25 day of April, 2023.

[SEAL]



Suleika Molina  
Notary in and for the State of Texas

Name: Suleika Molina

My commission expires: 02/28/2026

Initialed: B-7















































**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** June 7, 2023  
**PREPARED BY:** Phil Green, Director  
**DEPARTMENT:** IT

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on discontinuing services with Spectrum/Charter and transferring to AT&T MetroEthernet Services.

**BACKGROUND/SUMMARY:**

The City of Manor’s internet service is currently provided by Spectrum/Charter. Back in the fall of 2022, Phil Green, Director of Information Technology was able to reduce the cost for internet service by \$5,004 for City Hall, Police Department, and Public Works facility. With the reduction in cost for internet services from Spectrum, the city continued to encounter reliability issues over the past several months creating downtime in some instances ranging from 4-6 hours during our peak operating hours at all three facilities. Our Information Technology Team has closely monitored other high-speed internet options for the organization and has identified AT&T as the option we should transition to that will generate more savings for the city of for-like services. Funding is available to discontinue the Spectrum fiber service and secure the AT&T MetroEthernet Service in this fiscal year’s budget. The support from AT&T is governed by the TEXAN (DIR) contract, which we are utilizing for other information technology services.

**LEGAL REVIEW:** Yes  
**FISCAL IMPACT:** Yes, Reduction in Internet costs  
**PRESENTATION:** No  
**ATTACHMENTS:** No

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve and authorize the discontinuation of services with Spectrum/Charter and transfer to AT&T MetroEthernet Services.

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





**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** June 7, 2023  
**PREPARED BY:** Ryan Phipps, Chief of Police  
**DEPARTMENT:** Police Department

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on the purchase of Taser equipment for Manor Police Department.

**BACKGROUND/SUMMARY:**

The Manor Police Department is purchasing 5 Tasers and related equipment for \$15,000 to accommodate the needs for the new personnel added to the department. The Police Leadership team will evaluate the need to replace the existing tasers that are near the end of their useful life.

**LEGAL REVIEW:**

**FISCAL IMPACT:** Yes, it will impact budget line item 51803  
**PRESENTATION:** No  
**ATTACHMENTS:** No

**STAFF RECOMMENDATION:**

It is the city staff's recommendation that the City Council approve and authorize the Manor Police Department to purchase 5 tasers and related equipment in an amount not to exceed \$15,000.

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

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**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** June 7, 2023  
**PREPARED BY:** Ryan Phipps, Chief of Police  
**DEPARTMENT:** Police Department

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on the purchase of firearms and related equipment for Manor Police Department.

**BACKGROUND/SUMMARY:**

The Manor Police Department is purchasing firearms and related equipment to accommodate the needs for officer positions as the department has grown. This equipment will be purchased from CTC Gunworks LLC for \$20,936.56.

**LEGAL REVIEW:** No  
**FISCAL IMPACT:** Yes, it will impact budget line item 51802  
**PRESENTATION:** No  
**ATTACHMENTS:** No

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve and authorize the Manor Police Department to purchase firearms and related equipment from CTC Gunworks LLC in the amount of \$20,936.56.

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



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** June 7, 2023  
**PREPARED BY:** Ryan Phipps, Chief of Police  
**DEPARTMENT:** Police Department

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on the purchase of 2 Stalker MC 360 message trailers for Manor Police Department.

**BACKGROUND/SUMMARY:**

The Manor Police Department is purchasing 2 Stalker MC 360 message trailers. These trailers will be deployed during emergencies, and events, and as a deterrent with speed notification. They will be used to relay vital information during emergencies and special events. Currently, the Police Department rents these units that are not readily available during emergency situations.

**LEGAL REVIEW:**

**FISCAL IMPACT:** Yes, it will impact budget line item 51748

**PRESENTATION:** No

**ATTACHMENTS:** No

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve and authorize the Manor Police Department to purchase 2 Stalker MC360 message trailers in an amount not to exceed \$47,000.

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

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**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** June 7, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Second and Final Reading: Consideration, discussion, and possible action on an ordinance rezoning one (1) lot on 1.069 acres, more or less, out of the Gates G Survey 63, Abstract 315 and being located at 13500 FM 973, Manor, TX from Industrial Light (IN-1) to Commercial Light (C-1).

*Applicant: Henry Juarez*

*Owner: Henry Juarez*

**BACKGROUND/SUMMARY:**

This property was annexed on April 20<sup>th</sup>, 2016 and zoned Light Industrial (IN-1) also on April 20<sup>th</sup>, 2016. At the time the adjacent 40-acre property was zoned Light Industrial and this 1-acre tract was intended to be a contractor’s shop for a plumbing company that occupies the site. The adjacent 40-acre tract was rezoned to Institutional Large (I-2) on September 1<sup>st</sup>, 2021 for the MISD K-8 Campus. The Comprehensive Plan has the majority of the portion of N. FM 973 south of Gregg Lane as Commercial Corridor or Community Mixed-Use, both which align with the uses in the requested Light Commercial C-1 zoning category.

P&Z voted 7-0 to recommend approval. The first reading was approved at the May 17, 2023, Regular Council Meeting.

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

- Ordinance No. 705
- Letter of Intent
- Rezoning map
- Aerial Image
- Preliminary Site Layout
- FLUM
- Commercial Corridor Dashboard
- Community Mixed-Use Dashboard
- Notice and Mailing Labels

**STAFF RECOMMENDATION:**

It is the City Staff’s recommendation that the City Council approve the second and final reading of Ordinance No. 705 rezoning one (1) lot on 1.069 acres, more or less, out of the Gates G Survey 63, Abstract 315 and being located at 13500 FM 973, Manor, TX from Industrial Light (IN-1) to Commercial Light (C-1).

<b>PLANNING &amp; ZONING COMMISSION:</b>	<b>Recommend Approval</b>	<b>Disapproval</b>	<b>None</b>
	<b>X</b>		



**ORDINANCE NO. 705**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM LIGHT INDUSTRIAL (IN-1) TO LIGHT COMMERCIAL (C-1); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.**

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

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

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

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

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

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

**Section 3. Rezoned Property.** The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property described in Exhibits "A" (the "Property"), from Light Industrial (IN-1) to zoning district Light Commercial (C-1). The Property is accordingly hereby rezoned to Light Commercial (C-1).

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

**ORDINANCE NO. 705**

**PASSED AND APPROVED FIRST READING** on this the 17<sup>th</sup> day of May 2023.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the 7<sup>th</sup> day of June 2023.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

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

**EXHIBIT "A"**

Property Address: 13500 N. FM 973 Manor, TX 78653

Property Legal Description:

1.069 acres of land more or less, being all of that certain 1.062 acres of land of the Greenbury Gates Survey No. 63, Travis County, Texas as conveyed to Michael and James Paclik Jr. by warranty deed recorded in Document Number 2013171610, Official Public Records, Travis County, Texas; more particularly described by metes and bounds as follows:

BEGINNING at an iron rod with cap in the west right-of-way of F.M. 973 at the S.E. corner of that certain 1.062 acres of land recorded in Document Number 2013171610, Official Public Records, Travis County, Texas; for the S.E. corner hereof, from which point a spindle found on the east right-of-way of F.M. 973 bears S 58° 26' 39" E at a distance of 40.44 feet;

THENCE N 62° 05' 04" W for a distance of 189.74 feet to a ½" iron rod found for the S.W. corner hereof;

THENCE N 28° 08' 03" E for a distance of 247.31 feet to a ½" iron rod found for the N.W. corner hereof;

THENCE S 61° 39' 20" E for a distance of 188.00 feet to an iron rod with cap found on the west right-of-way of F.M. 973 for the N.E. corner hereof;

THENCE S 27° 43' 45" W along the west right-of-way of F.M. 973 for a distance of 245.90 feet to the POINT OF BEGINNING, containing 1.069 acres of land, more or less.



April 10, 2023

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

RE: Letter of Intent  
Rezoning Request – 13500 FM 973

Dear Mr. Dunlop,

Please accept this Letter of Intent for a Rezoning Request for the subject property located at 13500 FM 973 in Manor, Texas 78653. The TCAD Parcel Property ID is 786707, is 1.069 acres in size, and is legally described as Abstract 315 Survey 63 Gates G Acreage 1.0690 in Travis County, Texas.

The property is currently zoned IN-1 and we are requesting to change to C-1. The property is current in use as a plumbing company. The property owner wants to remove the existing building and construct a new building with parking for restaurant use.

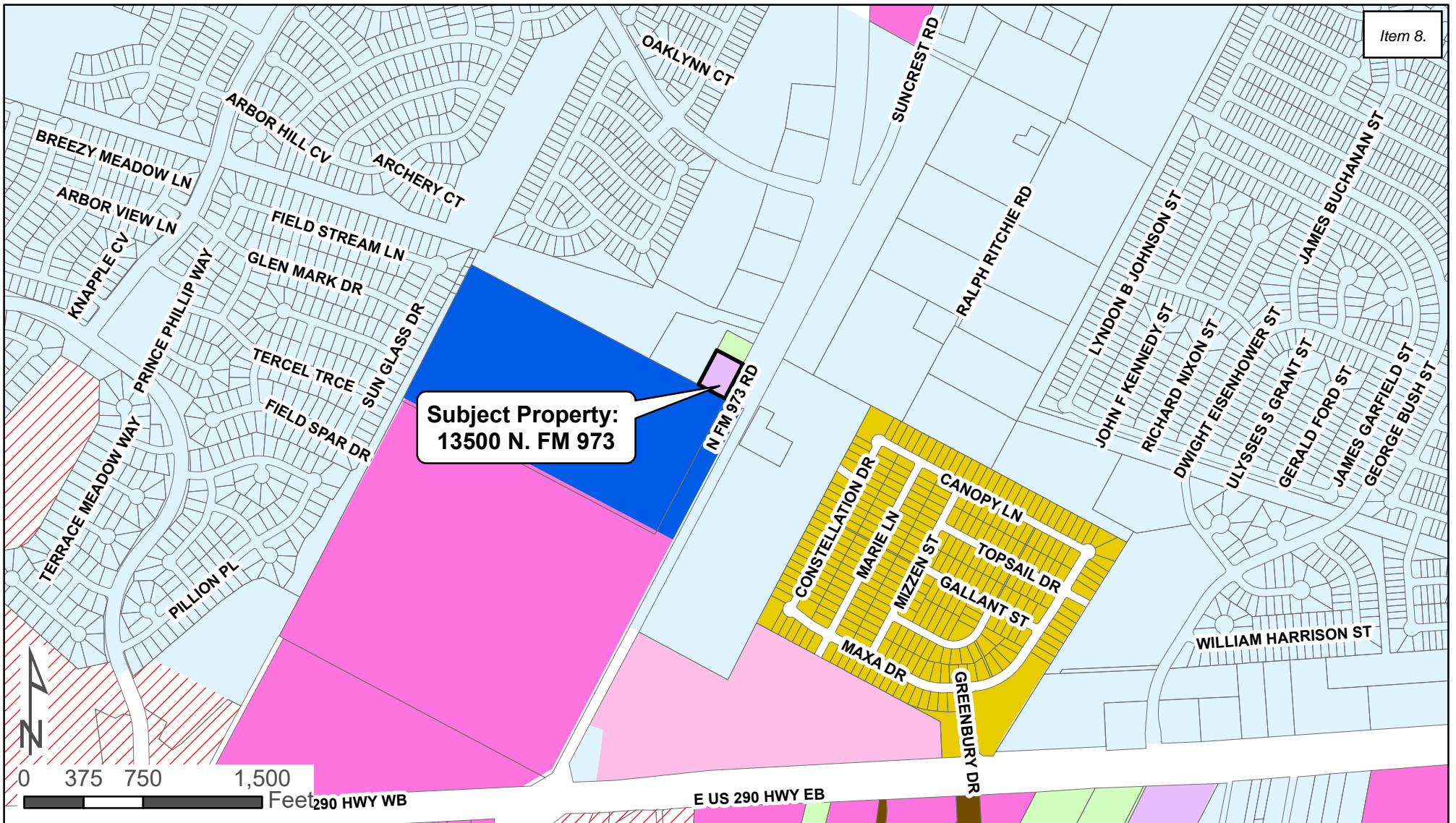
The property is on the border between Public/Semi-Public, Mixed-Density Neighborhood, and Commercial Corridor future land use as per the City's Comprehensive Plan 2050. The proposed restaurant development will follow City of Manor's vision and guidelines for development in that area and will be complementary to the existing and future neighborhoods.

Please feel free to contact me at (512) 576-4399 or at [juarezje@gmail.com](mailto:juarezje@gmail.com) if you have any questions or require additional information.

Respectfully submitted,



Henry Juarez  
Development Consultant



Current:  
Light Industrial (IN-1)




Proposed:  
Light Commercial (C-1)

Zone	
	A - Agricultural
	SF-1 - Single Family Suburban
	SF-2 - Single Family Standard
	TF - Two Family
	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
	NB - Neighborhood Business
	DB - Downtown Business
	IN-1 - Light Industrial
	IN-2 - Heavy Industrial
	PUD - Planned Unit Development
	ETJ

# 13500 FM 973

Write a description for your map.

**Legend**

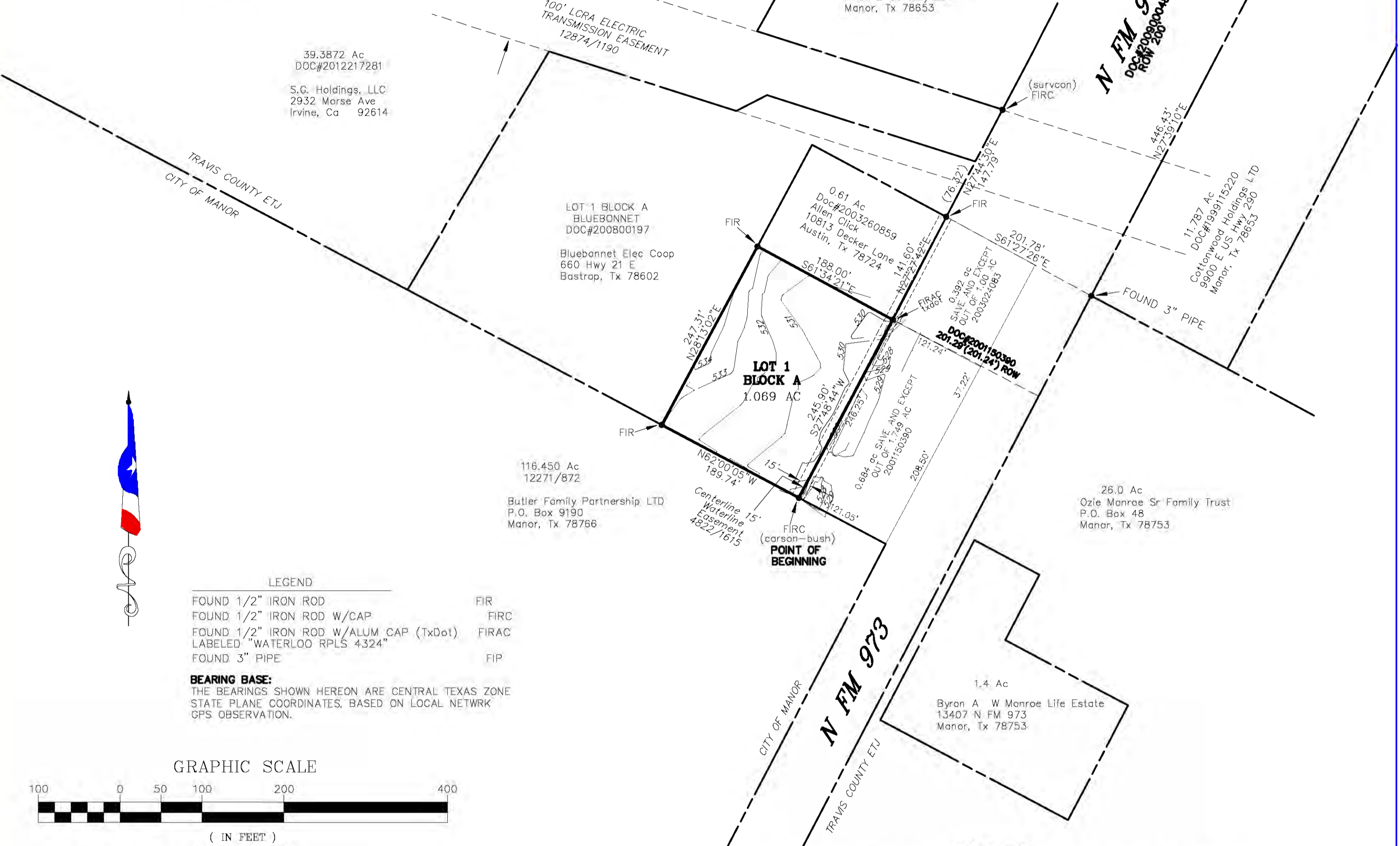
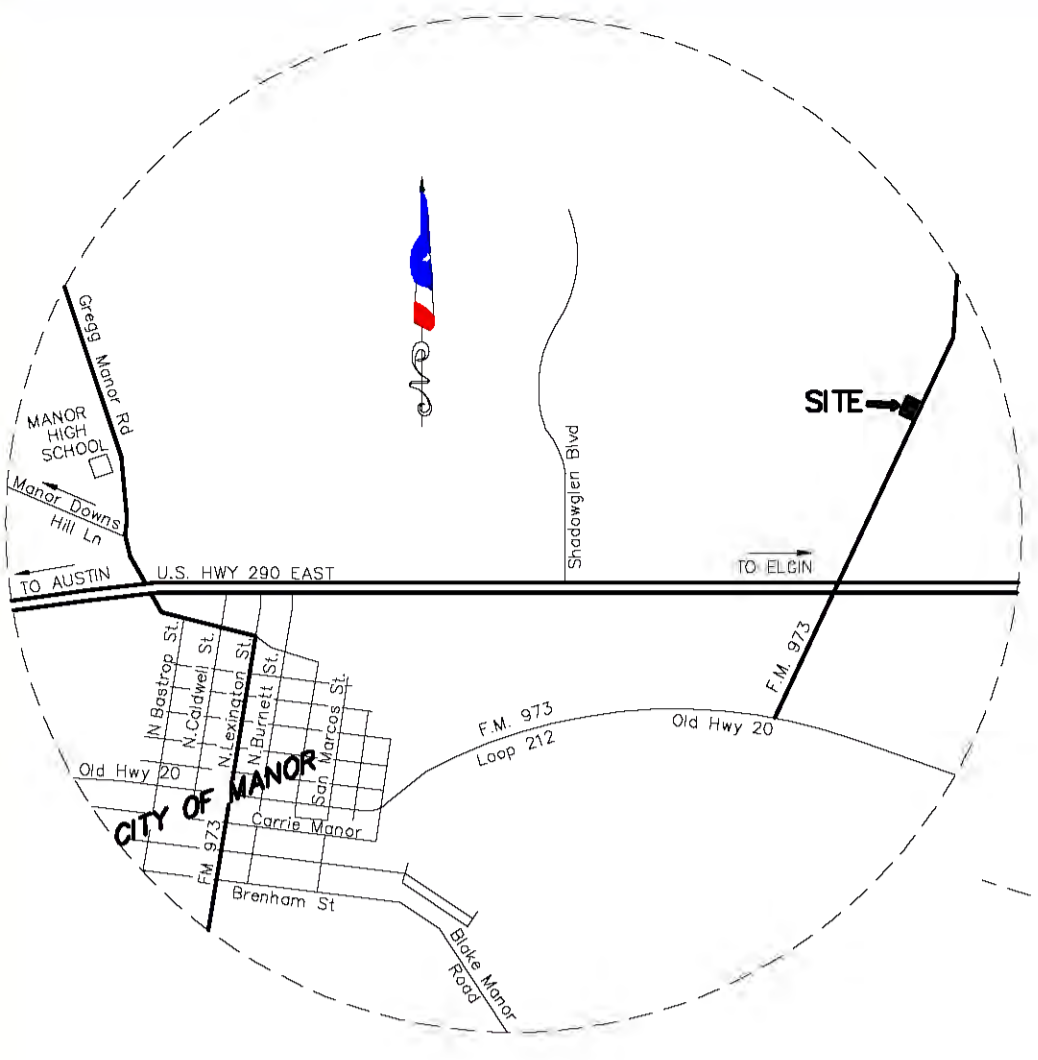
-  13500 FM973 Item 8.
-  Feature 1
-  JM Plumbing, Inc. MLS#40335



Cobblestone Bookkeeping Services

13500 FM 973 JM Plumbing, Inc. MLS#40335

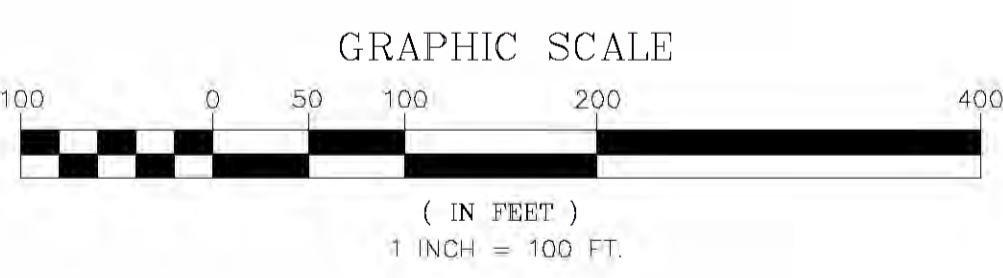
# PRELIMINARY PLAN MIRELES PARK



**LEGEND**

FOUND 1/2" IRON ROD	FIR
FOUND 1/2" IRON ROD W/CAP	FIRC
FOUND 1/2" IRON ROD w/ALUM CAP (TxDot)	FIRAC
LABELLED "WATERLOO RPLS 4324"	FIP
FOUND 3" PIPE	FIP

**BEARING BASE:**  
THE BEARINGS SHOWN HEREON ARE CENTRAL TEXAS ZONE STATE PLANE COORDINATES, BASED ON LOCAL NETWORK GPS OBSERVATION.



**FIELD NOTES**  
BEING 1.069 ACRES OUT OF THE GREENBURY GATES SURVEY NO. 63, ABSTRACT 315, TRAVIS COUNTY, TEXAS, AND BEING THAT SAME 1.069 ACRES CONVEYED TO JULIO C. MIRELES BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2013171610, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS. FOR WHICH A MORE PARTICULAR DESCRIPTIONS BY METES AND BOUNDS IS AS FOLLOWS.

BEGINNING at an iron rod found with cap(carson/bush) in the west right of way of N FM 973 at the SE corner of that certain 1.069 acre of land described in Document No. 2013171610, Official Public Records, Travis County, Texas, same being the north line of a 116.45 acre tract conveyed to Butler Family Partnership, LTD., by deed recorded in Volume 12271, Page 875, Real Property Records, for the SE corner hereof;

THENCE N62°00'05"W for a distance of 189.74 feet to a 1/2" iron rod found at the SE corner of Lot 1, Block A, Bluebonnet, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 200800197, Official Public Records, for the SE corner hereof;

THENCE N28°13'02"E along the NW line hereof for a distance of 247.31 feet to a 1/2" iron rod found at the SW corner of a 0.61 acre tract conveyed to Allen Click by deed recorded in Document No. 2003260859, Official Public Records, for the NW corner hereof;

THENCE S61°34'21"E for a distance of 188.00 feet to a 1/2" iron rod with aluminum cap(txdot) found in the west line of N FM 973 at the SE corner of said Click tract, for the NE corner hereof;

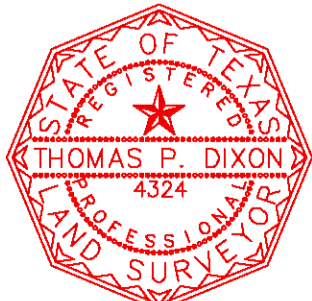
THENCE S27°48'44"W along the west ROW of N FM 973 for a distance of 245.90 feet to the POINT OF BEGINNING of this tract, containing 1.069 acres of land, more or less.

**Surveyors Certification**  
I, THOMAS P. DIXON, AM AUTHORIZED UNDER THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED PORTIONS OF THE TRAVIS COUNTY SUBDIVISION ORDINANCE, AMENDED, IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY DIRECT SUPERVISION, ON THE GROUND, MARCH 2, 2017.

NO PORTION OF THIS TRACT LIES WITHIN THE BOUNDARIES OF THE 100-YEAR FLOOD PLAIN AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY MAP PANEL NO. 48453C0485H, EFFECTIVE DATE OF SEPTEMBER 26, 2008.

THOMAS P. DIXON R.P.L.S. #4324 DATE 3/24/2017

WATERLOO SURVEYORS INC.  
P.O. BOX 160176  
AUSTIN, TEXAS 78716-0176  
Phone: 512-481-9602  
www.waterloosurveyors.com  
FIRM# 10124400

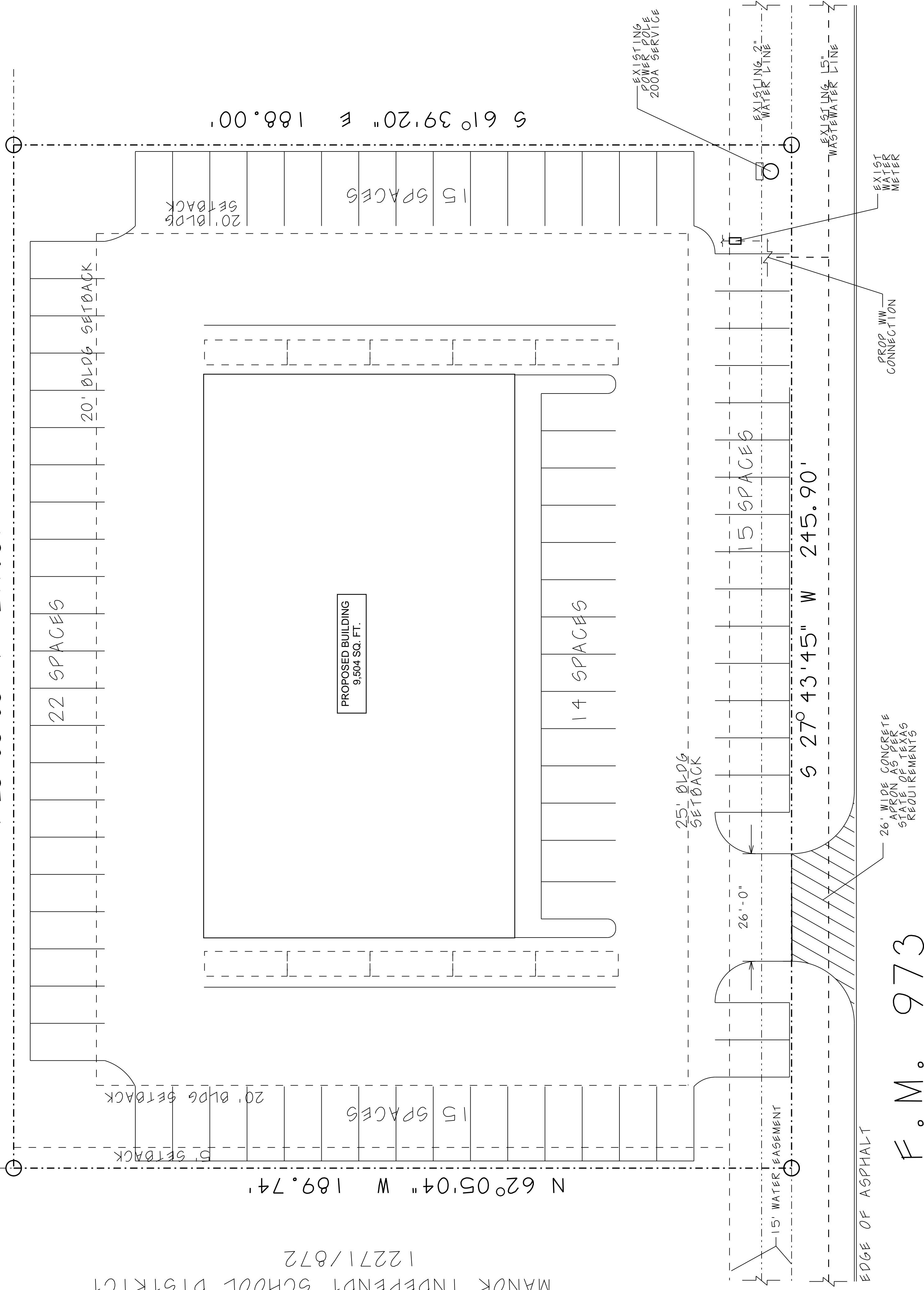


**OWNER:**  
JULIO C. MIRELES  
13500 N FM 973  
MANOR, TEXAS 78653

**LEGAL DESCRIPTION:**  
BEING 1.069 ACRES OUT OF THE GREENBURY GATES SURVEY NO. 63, ABSTRACT 315, TRAVIS COUNTY, TEXAS.(ETJ MANOR)  
ACRES: 1.0692 ACRES, MORE OR LESS  
PROPOSED 1 COMMERCIAL LOT  
PREPARATION DATE: MARCH 23, 2017

BLUEBONNET ELECTRIC COOPERATIVE INC.

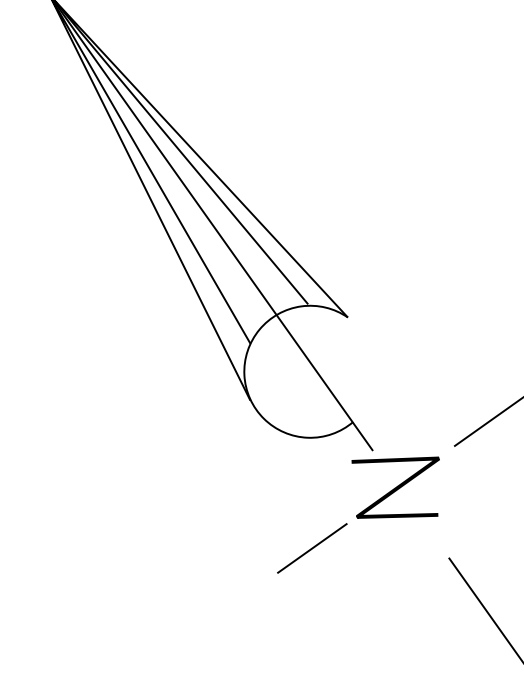
N 28° 08' 03" E 247.31'



MANOR INDEPENDT SCHOOL DISTRICT  
12271/872

N 62° 05' 04" W 189.74'

S 61° 39' 20" E 188.00'



ALLEN GLICK  
DOC# 2003260859

**LEGAL DESCRIPTION**

1.069 ACRES OF LAND, MORE OR LESS,  
BEING ALL OF THAT CERTAIN 1.062 ACRES  
OF LAND CONVEYED TO MICHAEL JAMES PACUK,  
BY WARRANTY DEED RECORDED IN DOCUMENT  
NUMBER 2013171610, DEED RECORDS TRAVIS COUNTY

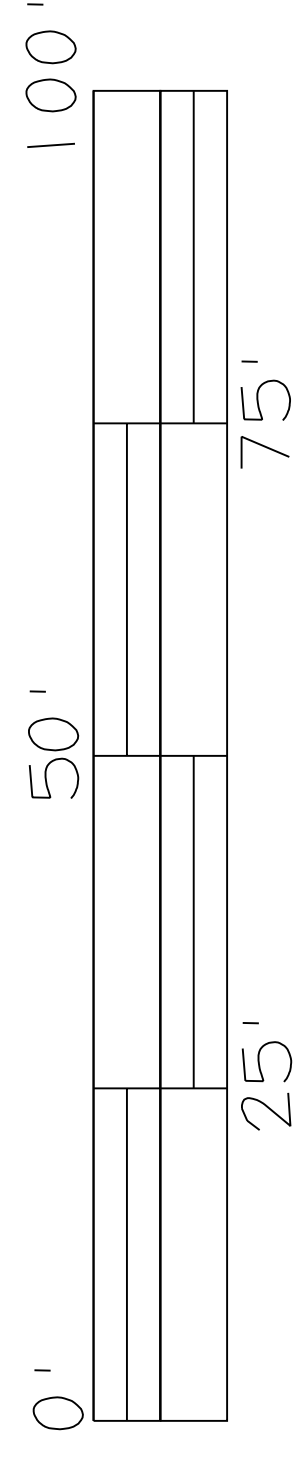
AD5 315 SUR 63 GATES 6  
ACR - 1.0690 AC

PROPERTY ID: 786707

**OWNER:** JULIO G. MIRELES  
13500 N. FM 973  
MANOR, TEXAS 78753  
\*512\* 775-0773

**PROJECT INFORMATION:**

LOT SIZE = 1.0690 ACR = 46,565.14 SQ.FT.  
PROPOSED BUILDING = 9,504 SQ.FT.  
PROPOSED BUILDING COVERAGE = 10.7 %  
PROPOSED PARKING/DRIVE = 50.FT.  
TOTAL PROPOSED IMPERVIOUS COVER = 50.FT.  
PROPOSED IMPERVIOUS COVER = %



**SITE PLAN**

SCALE: 1" = 30'-0"

REVISIONS:	DESCRIPTION
DATE	

**LG Architecture**  
Luis Garcia, Architect  
(512) 784-6467  
Austin, Texas

**JM Plumbing**  
13500 N.FM 973  
Manor, Texas

SHEET NAME:  
**Site Plan**

SHEET NUMBER:

**SP 1-0**

EDGE OF ASPHALT

F.M. 973

EDGE OF ASPHALT

26' WIDE CONCRETE  
APRON AS PER  
STATE OF TEXAS  
REQUIREMENTS

EXIST  
WATER  
METER

PROP. WW  
CONNECTION

EXISTING 15"  
WASTE WATER  
LINE

EXISTING 2"  
WATER LINE

EXISTING  
POWER POLE  
200A SERVICE

25' BLDG  
SETBACK

15' WATER  
LEASUREMENT

S 27° 43' 45" W 245.90'

15 SPACES

14 SPACES

PROPOSED BUILDING  
9,504 SQ. FT.

14 SPACES

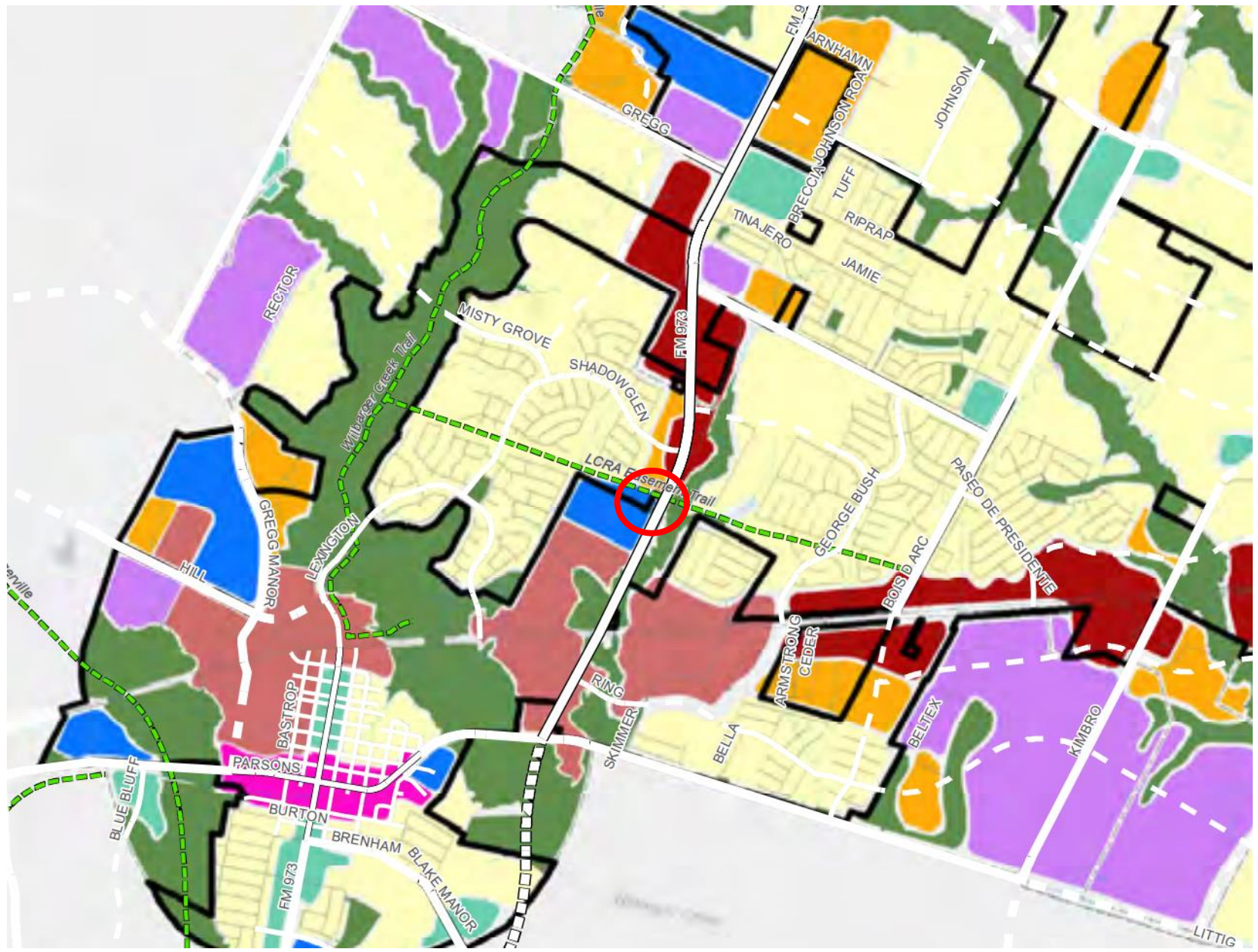
15 SPACES

22 SPACES

15 SPACES

20' BLDG  
SETBACK

20' BLDG  
SETBACK



## COMMERCIAL CORRIDOR

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

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

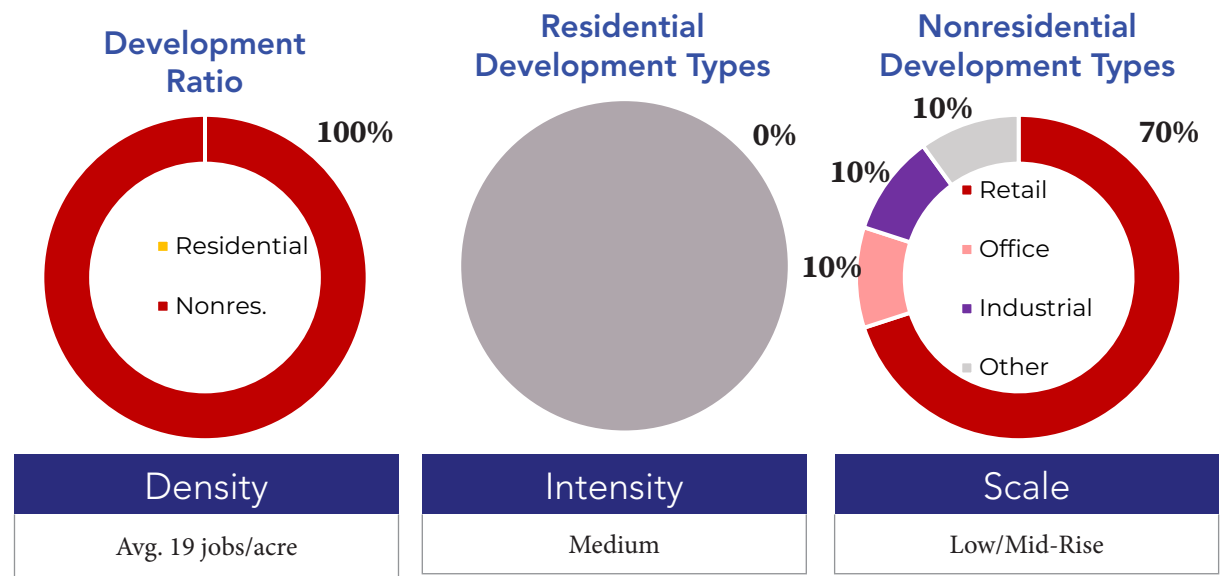
Commercial corridors often consist of traditional and suburban commercial development with large surface parking lots that front a major roadway or highway.

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

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

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

Figure 3.6. Commercial Corridor Land Use Mix Dashboard



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



## COMMUNITY MIXED-USE

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

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

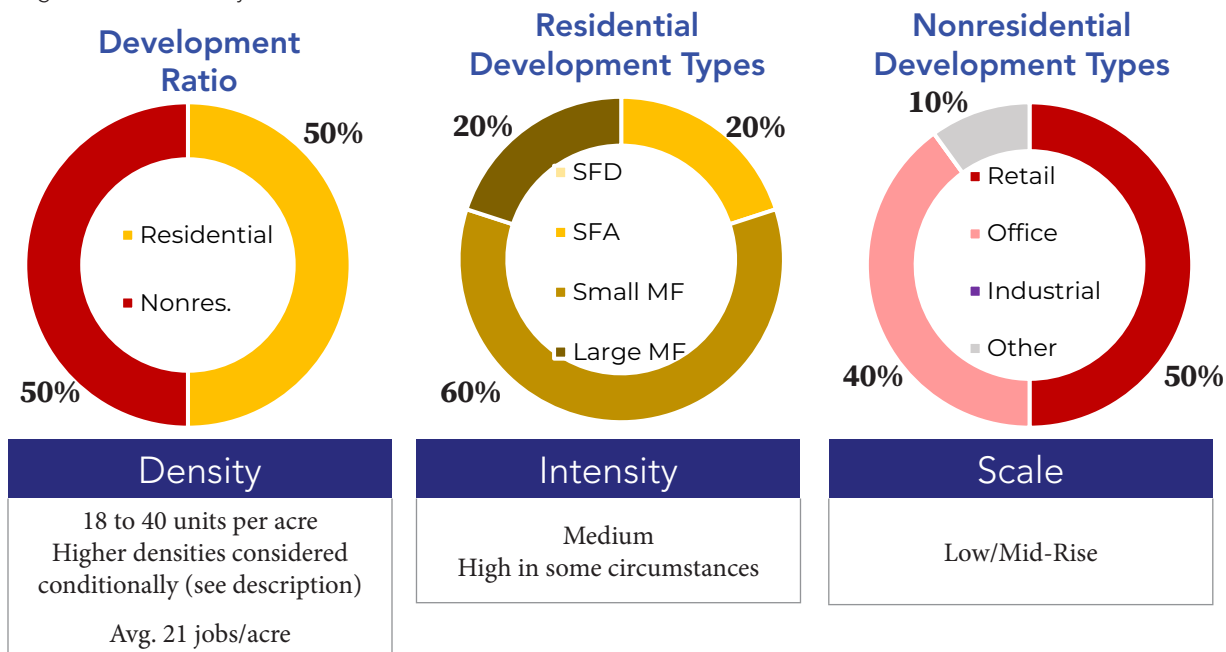
Community Mixed-Use areas allow residential units in close proximity to goods, services and civic activities, reducing residents' dependence on the car.

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

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

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

Figure 3.9. Community Mixed-Use Land Use Mix Dashboard



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



4/26/2023

## City of Manor Development Services

# Notification for a Rezoning Application

Project Name: 13500 FM 973 Rezoning IN-1 to C-1  
 Case Number: 2023-P-1534-ZO  
 Case Manager: Michael Burrell  
 Contact: [mburrell@manortx.gov](mailto:mburrell@manortx.gov) – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon on a Rezoning Application for one lot out of the Gates G Survey 63, Abstract 315 and being located at 13500 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 one (1) lot on 1.069 acres, more or less, out of the Gates G Survey 63, Abstract 315 and being located at 13500 FM 973, Manor, TX from Industrial Light (IN-1) to Commercial Light (C-1).**

***Applicant: LIQUE Engineers***  
***Owner: Rapid Express Car Wash***

The Planning and Zoning Commission will meet at 6:30PM on May 10, 2023 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on May 17, 2023 at 105 East Eggleston Street in the City Hall Council Chambers.

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

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

Board of Trustees of The Manor ISD  
PO Box 9190  
Austin, TX 78766-9190

Bluebonnet Electric Cooperative Inc  
650 Highway 21 E  
Bastrop, TX 78602-5864

SG Land Holdings LLC  
2646 Dupont Dr Suite 60 PMB 520  
Irvine, CA 92612-7651

Cottonwood Holdings LTD  
9900 US Highway 290 E  
Manor, TX 78653-9720

Click Allen  
10813 Decker Lane  
Austin, TX 78724-1017

Cottonwood Holdings LTD  
9900 US Highway 290 E  
Manor, TX 78653-9720



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** June 7, 2023  
**PREPARED BY:** Lydia Collins, Director  
**DEPARTMENT:** Finance

---

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on the acceptance of the City of Manor, Texas Annual Financial Report and Independent Auditors’ Report Year ended September 30, 2022.

**BACKGROUND/SUMMARY:**

Atchley and Associates started their initial field work started November 29<sup>th</sup>- December 1<sup>st</sup>, 2022.

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

- Annual Financial Report and Independent Auditors’ Report Year ended September 30, 2022

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve and accept the City of Manor, Texas Annual Financial Report and Independent Auditors’ Report Year ended September 30, 2022

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

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**CITY OF MANOR, TEXAS  
ANNUAL FINANCIAL REPORT  
AND  
INDEPENDENT AUDITORS' REPORT  
YEAR ENDED SEPTEMBER 30, 2022**



## CITY OF MANOR, TEXAS

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**CITY OF MANOR, TEXAS**

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## **INDEPENDENT AUDITORS' REPORT**

To the Honorable Mayor and  
Members of the City Council  
City of Manor, Texas

### **Report on the Audit of the Financial Statements**

#### **Opinions**

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Manor, Texas (the City), as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of September 30, 2022, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### **Basis for Opinions**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

### **Auditors' Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

## Other Matters

### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that Management's Discussion and Analysis on pages 4-11, budgetary comparison information on page 58, schedule of changes in the City's net pension asset/liability and related ratios - last ten years on page 60-61, Texas Municipal Retirement System schedule of funding progress on page 63, and Schedule of Changes in the City's total OPEB asset/liability and related ratios last ten years on page 64-65 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### *Other Reporting Required by Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated May 9, 2023, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

*Atchley & Associates LLP*

Austin, Texas  
May 9, 2023

**MANAGEMENT'S DISCUSSION AND ANALYSIS  
(UNAUDITED)**



**CITY OF MANOR, TEXAS**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)**  
**SEPTEMBER 30, 2022**

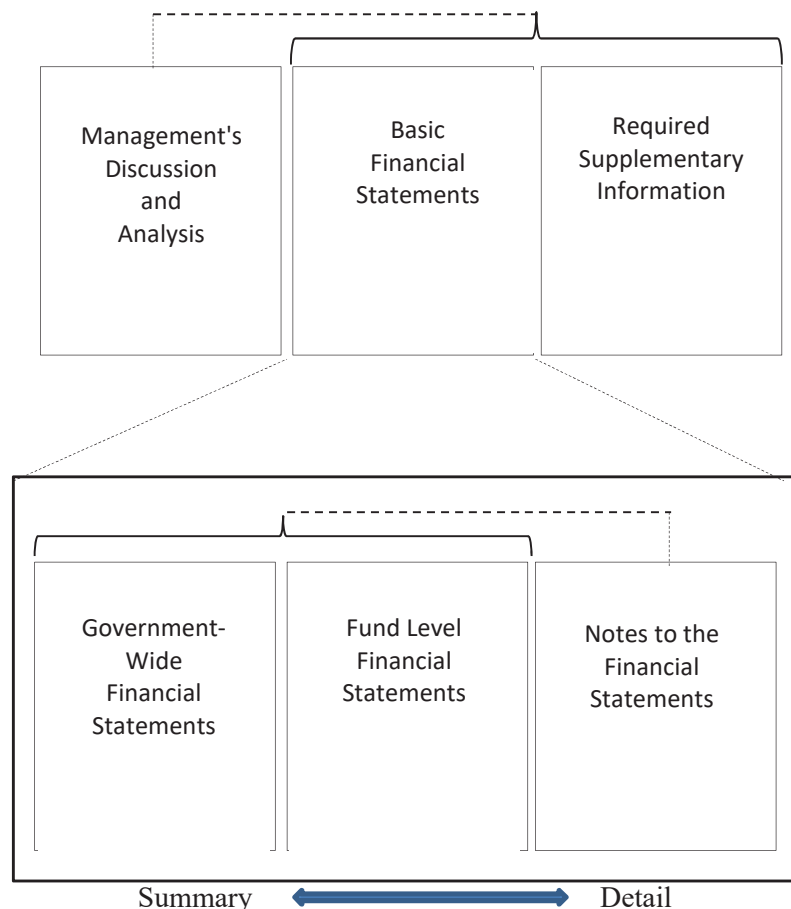
This section of the City of Manor's (the City) annual financial report presents management's discussion and analysis of the City's financial performance during the fiscal year ended September 30, 2022. This discussion and analysis should be read in conjunction with the City's financial statements.

**OVERVIEW OF THE FINANCIAL STATEMENTS**

This annual report consists of three parts - management's discussion and analysis (this section), the basic financial statements, and the required supplementary information. The basic financial statements include two types of statements that present different views of the City:

- The first two statements are government-wide financial statements that provide both long-term and short-term information about the City's overall financial status.
- The remaining statements are fund financial statements that focus on individual parts of the government, reporting the City's operations in more detail than the government-wide statements.
- Governmental funds statements tell how general government services were financed in the short term as well as what remains for future spending.
- The financial statements also include notes to the financial statements explaining some of the information in the financial statements and provide more detailed data.
- The report also contains required supplementary information in addition to the basic financial statements themselves. This contains additional information about the City's General Fund budget and information about the City's pension plan.

**FIGURE A-1**  
**REQUIRED COMPONENTS OF THE**  
**CITY'S ANNUAL FINANCIAL REPORT**



**Figure A-1** shows how the parts of this annual report are arranged and related to one another.

The remainder of this overview explains the structure and contents of each of the statements.

**CITY OF MANOR, TEXAS**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)**  
**SEPTEMBER 30, 2022**

**Government-Wide Financial Statements**

The government-wide financial statements report information about the City as a whole using accounting methods similar to those used by private-sector businesses. The statement of net position includes all of the government's assets and liabilities. In the statement of activities, all of the current year's revenues and expenses are accounted for regardless of when cash is received or paid, and all of the City's governmental activities and city services are combined and show how they are financed.

Both government-wide statements report the City's net position and how it has changed. Net position, the difference between the City's assets plus deferred outflows and liabilities plus deferred inflows, is one way to measure the City's financial health or position. Over time, increases or decreases in the City's net position are an indicator of whether its financial health is improving or deteriorating, respectively.

**Fund Financial Statements**

The fund financial statements provide more detailed information about the City's most significant (major) funds - not the City as a whole. Funds are accounting devices that the City uses to keep track of specific revenue sources and spending for particular purposes.

All cities have at least one major fund:

- Governmental fund – The City's basic services are included in governmental funds, which focus on (1) how cash and other financial assets that can readily be converted to cash flow in and out and (2) the balances left at year end that are available for spending. Consequently, the governmental fund statements provide a detailed short-term view that helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the City's programs. Because these funds do not encompass the additional long-term focus of the government-wide statements, additional information is provided following each fund statement that explains the relationship (or difference) between them.

Other common major funds:

- Some common funds are required by State law, such as the debt service fund, special revenues fund, and capital projects fund.
- Management may establish other funds to control and manage money for particular purposes or to show that it is properly using certain revenue resources, such as special revenue, capital project, and grant funds.

**Figure A-2** summarizes the major features of the City's financial statements, including the portion of the city government they cover, and the types of information they contain.



**CITY OF MANOR, TEXAS**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)**  
**SEPTEMBER 30, 2022**

**Figure A-2 - Major Features of the City's Government-Wide and Fund Financial Statements**

<i>Type of Statements</i>	<b>Fund Statements</b>		
	<b>Government-Wide</b>	<b>Governmental Funds</b>	<b>Proprietary Funds</b>
<i>Scope</i>	Entire City's government (except fiduciary funds) and the City's component units.	The activities of the City that are not proprietary or fiduciary.	Activities the City operates similar to private business: utilities
<i>Required financial statements</i>	Statement of Net Position Statement of Activities	Balance Sheet Statement of Revenues, Expenditures & Changes in Fund Balances	Statement of Net Position Statement of Revenues, Expenses & Changes in Net Position Statement of Cash Flows
<i>Accounting basis and measurement focus</i>	Accrual accounting and economic resources focus	Modified accrual accounting and current financial resources focus	Accrual accounting and economic resources focus
<i>Type of asset/liability information</i>	All assets and liabilities, both financial and capital, short-term and long-term	Only assets expected to be used up and liabilities that come due during the year or soon thereafter; no capital assets or long-term debt included	All assets and liabilities, both financial and capital, and short-term and long-term
<i>Type of inflow/outflow information</i>	All revenues and expenses during year, regardless of when cash is received or paid	Revenues for which cash is received during or soon after year end; expenditures when goods or services have been received and payment is made during the year or soon thereafter	All revenues and expenses during the year, regardless of when cash is received or paid

**THE CITY AS A WHOLE (GOVERNMENT-WIDE)**

**FINANCIAL HIGHLIGHTS**

- The City's total combined net position was \$56,510,904 at September 30, 2022 (See Figure A-3).
- Current year activity resulted in an increase in the City's net position by \$11,365,631 (See Figure A-4).

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**CITY OF MANOR, TEXAS  
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)  
SEPTEMBER 30, 2022**

**Figure A-3  
City's Net Position**

	Governmental Activities		Business-Type Activities		Total	
	<u>2022</u>	<u>2021</u>	<u>2022</u>	<u>2021</u>	<u>2022</u>	<u>2021</u>
<b>Assets:</b>						
Current and other assets	\$ 38,850,272	\$ 15,298,633	\$ 20,155,816	\$ 18,843,448	\$ 59,006,088	\$ 34,142,081
Noncurrent assets	6,946,326	7,250,172	35,086,720	30,168,254	42,033,046	37,418,426
Total assets	<u>45,796,598</u>	<u>22,548,805</u>	<u>55,242,536</u>	<u>49,011,702</u>	<u>101,039,134</u>	<u>71,560,507</u>
Deferred outflows	501,368	493,788	38,969	33,376	540,337	527,164
<b>Liabilities:</b>						
Current liabilities	10,050,457	4,882,960	2,138,418	1,073,139	12,188,875	5,956,099
Long-term liabilities	19,183,796	6,119,170	13,649,171	14,616,566	32,832,967	20,735,736
Total liabilities	<u>29,234,253</u>	<u>11,002,130</u>	<u>15,787,589</u>	<u>15,689,705</u>	<u>45,021,842</u>	<u>26,691,835</u>
Deferred inflows	346,101	214,632	57,806	35,931	403,907	250,563
<b>Net position:</b>						
Investment in capital assets	(14,330,984)	1,022,634	21,661,170	15,739,104	7,330,186	16,761,738
Restricted	1,153,184	1,148,411	8,773,429	9,624,743	9,926,613	10,773,154
Unrestricted	29,895,412	9,654,786	9,001,511	7,955,595	38,896,923	17,610,381
Total net position	<u>\$ 16,717,612</u>	<u>\$ 11,825,831</u>	<u>\$ 39,436,110</u>	<u>\$ 33,319,442</u>	<u>\$ 56,153,722</u>	<u>\$ 45,145,273</u>

**CITY OF MANOR, TEXAS  
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)  
SEPTEMBER 30, 2022**

**Figure A-4  
Changes in City Net Position**

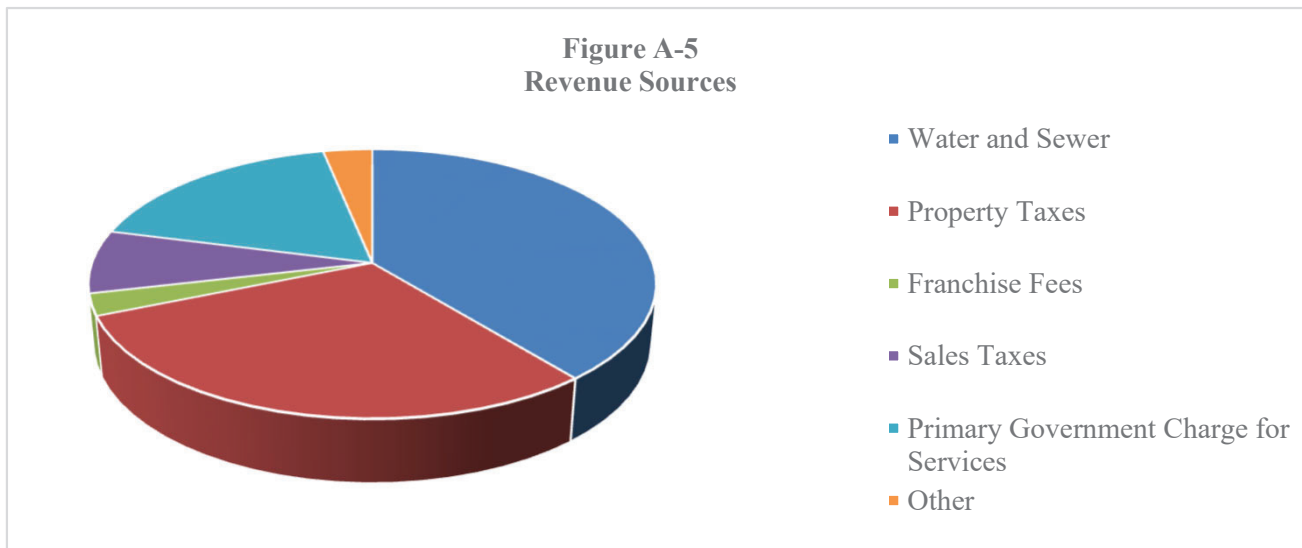
	Governmental Activities		Business-Type Activities		Total	
	2022	2021	2022	2021	2022	2021
<b>Revenues:</b>						
Program revenues:						
Charges for services	\$ 5,727,573	\$ 4,549,820	\$ 12,582,367	\$ 8,351,432	\$ 18,309,940	\$ 12,901,252
General revenues:						
Taxes	12,984,317	11,299,434	-	-	12,984,317	11,299,434
Interest income	193,672	119,990	3,302	875	196,974	120,865
Other	739,710	869,065	-	-	739,710	869,065
<b>Total revenues</b>	<b>19,645,272</b>	<b>16,838,309</b>	<b>12,585,669</b>	<b>8,352,307</b>	<b>32,230,941</b>	<b>25,190,616</b>
<b>Expenses:</b>						
General government	4,333,261	3,221,827	-	-	4,333,261	3,221,827
Public safety	4,662,515	3,937,397	-	-	4,662,515	3,937,397
Streets	2,609,563	1,187,460	-	-	2,609,563	1,187,460
Municipal court	454,757	426,846	-	-	454,757	426,846
Development services	1,008,702	1,155,364	-	-	1,008,702	1,155,364
Sanitation	1,421,286	1,180,105	-	-	1,421,286	1,180,105
Interest and fiscal charges	263,407	171,931	339,362	395,821	602,769	567,752
Water and sewer	-	-	6,129,639	5,924,673	6,129,639	5,924,673
<b>Total expenses</b>	<b>14,753,491</b>	<b>11,280,930</b>	<b>6,469,001</b>	<b>6,320,494</b>	<b>21,222,492</b>	<b>17,601,424</b>
<b>Revenues over(under) expenses</b>	<b>4,891,781</b>	<b>5,557,379</b>	<b>6,116,668</b>	<b>2,031,813</b>	<b>11,008,449</b>	<b>7,589,192</b>
Transfers	-	(910,163)	-	910,163	-	-
<b>Change in net position</b>	<b>4,891,781</b>	<b>4,647,216</b>	<b>6,116,668</b>	<b>2,941,976</b>	<b>11,008,449</b>	<b>7,589,192</b>
<b>Beginning net position</b>	<b>11,825,831</b>	<b>7,178,615</b>	<b>33,319,442</b>	<b>30,377,466</b>	<b>45,145,273</b>	<b>37,556,081</b>
<b>Ending net position</b>	<b>\$ 16,717,612</b>	<b>\$ 11,825,831</b>	<b>\$ 39,436,110</b>	<b>\$ 33,319,442</b>	<b>\$ 56,153,722</b>	<b>\$ 45,145,273</b>

Item 9.

**CITY OF MANOR, TEXAS**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)**  
**SEPTEMBER 30, 2022**

**CITY REVENUES**

The majority of the City's revenue is generated from charges for water and sewer services (39%), property taxes (30%), and primary government charges for services (18%). The remaining is obtained from the grants, contributions, sales taxes, franchise fees, court fees, and other sources (See Figure A-5).



**GROWTH TRENDS**

**Governmental Activities**

The City's property tax rate for maintenance and operations (M&O) increased from \$0.6009 to \$0.6034 in the current fiscal year generating \$7,438,755 in M&O taxes, an increase of \$1,172,771 over the previous fiscal year. While the City's franchise fees increased \$443,869, or 22%, and sales taxes increased by \$274,337, or 49%. The new M&O tax rate for the year beginning October 1, 2022 is \$0.5090.

**Business-Type Activities**

Water sales increased by \$726,094, or 25%, while sewer sales increased by \$674,034, or 28%.

**FINANCIAL ANALYSIS OF THE CITY'S FUNDS**

**General Fund Budgetary Highlights**

General Fund revenues exceeded expenditures and transfers by \$3,597,219 which was \$2,577,901 less than budgeted. See details of budget and actual revenues on page 58.

**Capital Assets**

During the year ended September 30, 2022, the City invested \$10,046,641 in a broad range of capital assets, including infrastructure, equipment, and buildings (See Figure A-6). These additions were funded from bond proceeds, capital impact fees, general budgeted expenditures, and notes payables.

**CITY OF MANOR, TEXAS**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)**  
**SEPTEMBER 30, 2022**

**Figure A-6**  
**City's Capital Assets**

	Governmental Activities		Business-Type Activities		Total	
	2022	2021	2022	2021	2022	2021
Land	\$ 480,607	\$ 470,607	\$ 406,816	\$ 406,816	\$ 887,423	\$ 877,423
Construction in progress	676,268	150,983	4,428,876	2,048,432	5,105,144	2,199,415
Buildings and equipment	8,297,618	8,015,276	1,633,247	1,633,247	9,930,865	9,648,523
Sidewalks	244,164	244,164	-	-	244,164	244,164
Streets and improvements	7,237,043	7,237,043	12,992	12,992	7,250,035	7,250,035
Water system	-	-	9,474,596	7,465,930	9,474,596	7,465,930
Sewer system	-	-	26,193,545	24,843,198	26,193,545	24,843,198
<b>Total at historical cost</b>	<b>16,935,700</b>	<b>16,118,073</b>	<b>42,150,072</b>	<b>36,410,615</b>	<b>59,085,772</b>	<b>52,528,688</b>
Accumulated depreciation	(9,989,374)	(8,867,901)	(7,063,352)	(6,242,361)	(17,052,726)	(15,110,262)
<b>Net capital assets</b>	<b>\$ 6,946,326</b>	<b>\$ 7,250,172</b>	<b>\$ 35,086,720</b>	<b>\$ 30,168,254</b>	<b>\$ 42,033,046</b>	<b>\$ 37,418,426</b>

**Debt Administration**

The City's property tax rate for debt services decreased from \$0.2152 to \$0.1793 in the current fiscal year generating \$2,193,924 in debt service taxes, an decrease of \$3,922 over the previous fiscal year. More detailed information about the City's debt is presented in the Notes to the Financial Statements. The new debt service tax rate for the year beginning October 1, 2022 is \$0.2380.

**Figure A-7**  
**City's Long-Term Debt**

	Governmental Activities		Business-Type Activities		Total	
	2022	2021	2022	2021	2022	2021
Financed purchases	\$ 1,162,860	\$ 1,181,688	\$ 88,297	\$ 130,418	\$ 1,251,157	\$ 1,312,106
Bonds payable	20,114,450	5,227,739	13,425,550	14,429,150	33,540,000	19,656,889
<b>Total</b>	<b>\$ 21,277,310</b>	<b>\$ 6,409,427</b>	<b>\$ 13,513,847</b>	<b>\$ 14,559,568</b>	<b>\$ 34,791,157</b>	<b>\$ 20,968,995</b>

**ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES**

Next year's proposed General Fund budget is projected to remain consistent with this year's actual revenues.

General fund proposed expenditures are expected to increase by \$3,497,848, resulting in a balanced budget.

**CONTACTING THE CITY'S FINANCIAL MANAGEMENT**

This financial report is designed to provide our citizens, taxpayers, customers, and investors and creditors with a general overview of the City's finances and to demonstrate the City's accountability for the money it receives. Any questions about this report or need for additional financial information should be addressed to the City of Manor, Attn: City Manager, P.O. Box 387, Manor, TX 78653.

## **BASIC FINANCIAL STATEMENTS**





**CITY OF MANOR, TEXAS**  
**STATEMENT OF NET POSITION**  
**SEPTEMBER 30, 2022**

Item 9.

	Primary Government		Total
	Governmental Activities	Business-Type Activities	
<b>ASSETS</b>			
Current assets:			
Cash and cash equivalents	\$ 36,780,498	\$ 11,045,972	\$ 47,826,470
Receivables, net	526,091	706,650	1,232,741
Due (to) from other funds	390,499	(390,499)	-
Restricted assets:			
Cash and cash equivalents	470,250	8,321,067	8,791,317
Investments	682,934	472,626	1,155,560
Non-current assets:			
Capital assets:			
Non-depreciable	1,156,875	4,835,692	5,992,567
Depreciable, net	5,789,451	30,251,028	36,040,479
<b>Total assets</b>	<b>45,796,598</b>	<b>55,242,536</b>	<b>101,039,134</b>
<b>DEFERRED OUTFLOWS</b>			
Deferred outflows related to refunding	152,232	-	152,232
Deferred outflows related to OPEB	32,995	5,298	38,293
Deferred outflows related to pensions	316,141	33,671	349,812
<b>Total deferred outflows</b>	<b>501,368</b>	<b>38,969</b>	<b>540,337</b>
<b>LIABILITIES</b>			
Current liabilities:			
Payable from unrestricted assets:			
Accounts payable	1,629,259	1,243,390	2,872,649
Passthrough liabilities	1,233,263	-	1,233,263
Unearned revenue	4,040,109	-	4,040,109
Payable from restricted assets:			
Interest payable	54,909	38,431	93,340
Financed purchases, due within one year	461,217	43,459	504,676
Bonds payable, due within one year	2,631,700	768,300	3,400,000
Non-current liabilities:			
Payable from unrestricted assets:			
Compensated absences	301,785	70,274	372,059
Payable from restricted assets:			
Customer deposits	-	797,373	797,373
Financed purchases, due more than one year	701,643	44,838	746,481
Bonds payable, due more than one year	17,482,750	12,657,250	30,140,000
Net OPEB liability	92,149	14,821	106,970
Net pension liability	605,469	109,453	714,922
<b>Total liabilities</b>	<b>29,234,253</b>	<b>15,787,589</b>	<b>45,021,842</b>

The accompanying notes are an integral part of this financial statement.

**CITY OF MANOR, TEXAS**  
**STATEMENT OF NET POSITION - CONTINUED**  
**SEPTEMBER 30, 2022**

Item 9.

	Primary Government		
	Governmental Activities	Business-Type Activities	Total
<b>DEFERRED INFLOWS</b>			
Deferred inflows related to OPEB	\$ 12,855	\$ 2,083	\$ 14,938
Deferred inflows related to pensions	333,246	55,723	388,969
<b>Total deferred inflows</b>	346,101	57,806	403,907
<b>NET POSITION</b>			
Net investment in capital assets	(14,330,984)	21,661,170	7,330,186
Restricted	1,153,184	8,773,429	9,926,613
Unrestricted	29,895,412	9,001,511	38,896,923
<b>Total net position</b>	\$ 16,717,612	\$ 39,436,110	\$ 56,153,722

The accompanying notes are an integral part of this financial statement.

**CITY OF MANOR, TEXAS  
STATEMENT OF ACTIVITIES  
YEAR ENDED SEPTEMBER 30, 2022**

Item 9.

<b>Function/program activities</b>	<b>Expenses</b>	<b>Charges for Services</b>
<b>Primary government:</b>		
Government activities:		
General government	\$ 4,333,261	\$ 422
Public safety	4,662,515	139,901
Streets	2,609,563	-
Municipal court	454,757	562,555
Development services	1,008,702	3,554,654
Sanitation	1,421,286	1,470,041
Interest on long-term debt	263,407	-
Total government activities	14,753,491	5,727,573
Business-type activities:		
Water	4,230,300	4,739,678
Sewer	1,899,339	7,842,689
Interest on long-term debt	339,362	-
Total business-type activities	6,469,001	12,582,367
<b>Total primary government</b>	<b>21,222,492</b>	<b>18,309,940</b>

**General revenues:**

Taxes:

    Property

    Sales

    Franchise

    Other

Interest income

Miscellaneous

Transfers

**Total general revenues and transfers**

**Changes in net assets**

**Net position - beginning of year**

**Net position - end of year after restatement**

The accompanying notes are an integral part of this financial statement.

Program Revenues		Net (Expenses) Revenues and Changes in Net Assets		
Operating Grants & Contributions	Capital Grants & Contributions	Primary Government		
		Governmental Activities	Business-Type Activities	Total
\$ -	\$ -	\$ (4,332,839)	\$ -	\$ (4,332,839)
-	-	(4,522,614)	-	(4,522,614)
-	-	(2,609,563)	-	(2,609,563)
-	-	107,798	-	107,798
-	-	2,545,952	-	2,545,952
-	-	48,755	-	48,755
-	-	(263,407)	-	(263,407)
-	-	(9,025,918)	-	(9,025,918)
-	-	-	509,378	509,378
-	-	-	5,943,350	5,943,350
-	-	-	(339,362)	(339,362)
-	-	-	6,113,366	6,113,366
-	-	(9,025,918)	6,113,366	(2,912,552)
		9,591,046	-	9,591,046
		2,445,670	-	2,445,670
		839,132	-	839,132
		108,469	-	108,469
		193,672	3,302	196,974
		739,710	-	739,710
		-	-	-
		13,917,699	3,302	13,921,001
		4,891,781	6,116,668	11,008,449
		11,825,831	33,319,442	45,145,273
		<u>\$ 16,717,612</u>	<u>\$ 39,436,110</u>	<u>\$ 56,153,722</u>

The accompanying notes are an integral part of this financial statement.

**CITY OF MANOR, TEXAS  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
SEPTEMBER 30, 2022**

Item 9.

	<b>General Fund</b>	<b>Special Revenues Fund</b>
<b>ASSETS</b>		
Unrestricted		
Cash and cash equivalents	\$ 20,691,610	\$ 1,015,070
Receivables, net	493,185	-
Due from other funds	-	-
Restricted assets:		
Cash and cash equivalents	470,250	-
Investments	8,997	386,304
<b>Total assets</b>	<b>\$ 21,664,042</b>	<b>\$ 1,401,374</b>
 <b>LIABILITIES AND FUND BALANCES</b>		
<b>LIABILITIES</b>		
Accounts payable	\$ 1,567,993	\$ 60,631
Passthrough liabilities	453,479	769,857
Unearned revenue	4,021,633	-
Due to other funds	940,100	-
<b>Total liabilities</b>	<b>6,983,205</b>	<b>830,488</b>
 <b>DEFERRED INFLOWS OF RESOURCES</b>		
Unavailable revenue - property taxes	94,673	-
<b>Total liabilities</b>	<b>94,673</b>	<b>-</b>
 <b>FUND BALANCES</b>		
Restricted	479,247	570,886
Committed	-	-
Unassigned	14,106,917	-
<b>Total fund balances</b>	<b>14,586,164</b>	<b>570,886</b>
<b>Total liabilities, deferred inflows, and fund balances</b>	<b>\$ 21,664,042</b>	<b>\$ 1,401,374</b>

The accompanying notes are an integral part of this financial statement.

<b>Debt Service Fund</b>	<b>Capital Projects Fund</b>	<b>Total Governmental Funds</b>
\$ (851,629)	\$ 15,925,447	\$ 36,780,498
32,906	-	526,091
1,330,599	-	1,330,599
-	-	470,250
287,633	-	682,934
<u>\$ 799,509</u>	<u>\$ 15,925,447</u>	<u>\$ 39,790,372</u>
\$ 635	\$ -	\$ 1,629,259
-	9,927	1,233,263
18,476	-	4,040,109
-	-	940,100
<u>19,111</u>	<u>9,927</u>	<u>7,842,731</u>
<u>70,935</u>	<u>-</u>	<u>165,608</u>
<u>70,935</u>	<u>-</u>	<u>165,608</u>
709,463	-	1,759,596
-	15,915,520	15,915,520
-	-	14,106,917
<u>709,463</u>	<u>15,915,520</u>	<u>31,782,033</u>
<u>\$ 799,509</u>	<u>\$ 15,925,447</u>	<u>\$ 39,790,372</u>

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**CITY OF MANOR, TEXAS**  
**RECONCILIATION OF THE BALANCE SHEET OF**  
**GOVERNMENTAL FUNDS TO THE STATEMENT OF NET POSITION**  
**SEPTEMBER 30, 2022**

Item 9.

<b>TOTAL FUND BALANCE - TOTAL GOVERNMENTAL FUNDS</b>	\$	31,782,033
 Amounts reported for governmental activities in the statement of net position are different due to the following:		
Capital assets, net of accumulated depreciation are not financial resources and, therefore, are not reported in the funds.		6,946,326
Certain receivables are not available to pay current-period expenditures and, therefore, are deferred in the funds. This amount includes deferred property taxes.		165,608
Deferred outflows and inflows represent the consumption of net position that is applicable to a future reporting period and are not reported in the funds.		155,267
Certain liabilities related to long-term debt are not reported in the funds, such as accrued interest payable.		(54,909)
Certain long-term liabilities are not due and payable in the current period and, therefore, are not reported in the funds.		<u>(22,276,713)</u>
<b>NET POSITION - GOVERNMENTAL ACTIVITIES</b>	<b>\$</b>	<b><u>16,717,612</u></b>

The accompanying notes are an integral part of this financial statement.



**CITY OF MANOR, TEXAS**  
**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES**  
**GOVERNMENTAL FUNDS**  
**YEAR ENDED SEPTEMBER 30, 2022**

Item 9.

	<b>General Fund</b>	<b>Special Revenues Fund</b>
<b>REVENUES</b>		
Property taxes	\$ 7,438,755	\$ -
Sales tax	2,445,670	-
Franchise taxes	839,132	-
Other taxes	32,010	76,459
Licenses and permits	3,554,654	-
Charge for services	1,470,041	-
Court and police	562,555	-
Public safety	139,901	-
Interest income	157,023	4,757
Interest income - restricted	-	-
Other	740,132	-
<b>Total revenues</b>	<b>17,379,873</b>	<b>81,216</b>
<b>EXPENDITURES</b>		
Current:		
General government	4,246,510	120,545
Public safety	4,673,053	-
Streets	1,888,125	-
Municipal court	454,757	-
Development services	999,396	-
Sanitation	1,421,286	-
Capital outlay	99,527	-
Debt service:		
Principal	-	-
Interest	-	-
<b>Total expenditures</b>	<b>13,782,654</b>	<b>120,545</b>
<b>Excess (deficiency) of revenues over expenditures</b>	<b>3,597,219</b>	<b>(39,329)</b>
<b>OTHER FINANCING SOURCES (USES)</b>		
Bond issuance proceeds	-	-
Bond issuance fees	-	-
Transfers in	-	-
Transfers out	-	-
<b>Total other financing sources (uses)</b>	<b>-</b>	<b>-</b>
<b>Net change in fund balances</b>	<b>3,597,219</b>	<b>(39,329)</b>
<b>Fund balances - beginning of year</b>	<b>10,988,945</b>	<b>610,215</b>
<b>Fund balances - end of year</b>	<b>\$ 14,586,164</b>	<b>\$ 570,886</b>

The accompanying notes are an integral part of this financial statement.

<b>Debt Services Fund</b>	<b>Capital Projects Fund</b>	<b>Total Governmental Funds</b>
\$ 2,193,924	\$ -	\$ 9,632,679
-	-	2,445,670
-	-	839,132
-	-	108,469
-	-	3,554,654
-	-	1,470,041
-	-	562,555
-	-	139,901
2,010	29,882	193,672
-	-	-
-	-	740,132
<u>2,195,934</u>	<u>29,882</u>	<u>19,686,905</u>
1,235	-	4,368,290
-	-	4,673,053
-	-	1,888,125
-	-	454,757
-	-	999,396
-	-	1,421,286
-	278,441	377,968
1,291,400	-	1,291,400
193,836	-	193,836
<u>1,486,471</u>	<u>278,441</u>	<u>15,668,111</u>
<u>709,463</u>	<u>(248,559)</u>	<u>4,018,794</u>
-	16,360,000	16,360,000
-	(185,996)	(185,996)
-	-	-
-	-	-
<u>-</u>	<u>16,174,004</u>	<u>16,174,004</u>
709,463	15,925,445	20,192,798
-	(9,925)	11,589,235
<u>\$ 709,463</u>	<u>\$ 15,915,520</u>	<u>\$ 31,782,033</u>

The accompanying notes are an integral part of this financial statement.

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**CITY OF MANOR, TEXAS**  
**RECONCILIATION OF THE STATEMENT OF REVENUES,**  
**EXPENDITURES, AND CHANGES IN FUND BALANCES OF**  
**GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES**  
**YEAR ENDED SEPTEMBER 30, 2022**

**NET CHANGE IN FUND BALANCES - TOTAL GOVERNMENTAL FUNDS**           \$     20,192,798

Amounts reported for governmental activities in the statement of activities are different due to the following:

Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which depreciation exceeded capital outlay expenses in the current period. (303,846)

The proceeds of debt issuances provide current financial resources to governmental funds, but issuing debt increases long-term liabilities in the statement of net assets. Repayment of debt principal is an expenditure in the governmental funds, but the long-term liabilities in the statement of net assets. This is the amount by which debt payments exceeded proceeds and changes in accrued interest and amortization of deferred outflows from refunding. (15,119,343)

Some expenses reported in the statement of activities do not require the use of current financial resources and are not reported as expenditures in the governmental funds. These expenditures include changes in accrued compensation and changes in pension and OPEB benefits and related inflows and outflows. 122,172

**CHANGE IN NET ASSETS - GOVERNMENTAL ACTIVITIES** \$     4,891,781

**CITY OF MANOR, TEXAS**  
**STATEMENT OF NET POSITION**  
**PROPRIETARY FUND**  
**SEPTEMBER 30, 2022**

Item 9.

	<b>Water and Sewer System</b>	<b>Capital Impact Fees</b>	<b>Total</b>
<b>ASSETS</b>			
Current assets:			
Unrestricted assets:			
Cash and cash equivalents	\$ 11,045,972	\$ -	\$ 11,045,972
Accounts receivable, net	706,650	-	706,650
Due from other funds	-	940,100	940,100
Restricted assets:			
Cash and cash equivalents	797,373	7,523,694	8,321,067
Investments	-	472,626	472,626
<b>Total current assets</b>	<b>12,549,995</b>	<b>8,936,420</b>	<b>21,486,415</b>
Non-current assets:			
Non-depreciable assets, net	4,835,692	-	4,835,692
Depreciable assets, net	30,251,028	-	30,251,028
<b>Total non-current assets</b>	<b>35,086,720</b>	<b>-</b>	<b>35,086,720</b>
<b>Total assets</b>	<b>47,636,715</b>	<b>8,936,420</b>	<b>56,573,135</b>
<b>DEFERRED OUTFLOWS</b>			
Deferred outflow related to OPEB	5,298	-	5,298
Deferred outflow related to pension	33,671	-	33,671
<b>Total deferred outflows</b>	<b>38,969</b>	<b>-</b>	<b>38,969</b>
<b>LIABILITIES</b>			
Current liabilities:			
Accounts payable	283,026	960,364	1,243,390
Interest payable	38,431	-	38,431
Due to other funds	1,330,599	-	1,330,599
Notes payable, due within one year	43,459	-	43,459
Bonds payable, due within one year	768,300	-	768,300
<b>Total current liabilities</b>	<b>2,463,815</b>	<b>960,364</b>	<b>3,424,179</b>
Non-current liabilities:			
Compensated absences	70,274	-	70,274
Customer deposits	797,373	-	797,373
Notes payable, due after one year	44,838	-	44,838
Bonds payable, due after one year	12,657,250	-	12,657,250
Net OPEB liability	14,821	-	14,821
Net pension liability	109,453	-	109,453
<b>Total non-current liabilities</b>	<b>13,694,009</b>	<b>-</b>	<b>13,694,009</b>
<b>Total liabilities</b>	<b>16,157,824</b>	<b>960,364</b>	<b>17,118,188</b>

The accompanying notes are an integral part of this financial statement.

**CITY OF MANOR, TEXAS**  
**STATEMENT OF NET POSITION - CONTINUED**  
**PROPRIETARY FUND**  
**SEPTEMBER 30, 2022**

Item 9.

	<u>Water and Sewer System</u>	<u>Capital Impact Fees</u>	<u>Total</u>
<b>DEFERRED INFLOWS</b>			
Deferred inflow related to OPEB	\$ 2,083	\$ -	\$ 2,083
Deferred inflow related to pensions	55,723	-	55,723
<b>Total deferred inflows</b>	<u>57,806</u>	<u>-</u>	<u>57,806</u>
<b>NET POSITION</b>			
Investment in capital assets	21,661,170	-	21,661,170
Restricted	797,373	7,976,056	8,773,429
Unrestricted	9,001,511	-	9,001,511
<b>Total net assets</b>	<u>\$ 31,460,054</u>	<u>\$ 7,976,056</u>	<u>\$ 39,436,110</u>

The accompanying notes are an integral part of this financial statement.

**CITY OF MANOR, TEXAS**  
**STATEMENT OF REVENUES, EXPENSES, AND**  
**CHANGES IN NET POSITION**  
**PROPRIETARY FUND**  
**YEAR ENDED SEPTEMBER 30, 2022**

Item 9.

	<b>Water and Sewer System</b>	<b>Capital Impact Fees</b>	<b>Total</b>
<b>OPERATING REVENUES</b>			
Water service	\$ 3,611,787	\$ -	\$ 3,611,787
Sewer service	3,083,154	-	3,083,154
Penalties	121,065	-	121,065
Miscellaneous	1,063	-	1,063
Capital impact fees	-	5,765,298	5,765,298
Total operating revenues	<u>6,817,069</u>	<u>5,765,298</u>	<u>12,582,367</u>
<b>OPERATING EXPENSES</b>			
Personnel services	887,992	-	887,992
Operations	151,814	765,138	916,952
Utilities	317,898	-	317,898
Insurance	65,804	-	65,804
Materials and supplies	267,578	-	267,578
Maintenance	162,029	242,379	404,408
Water fees	1,919,428	-	1,919,428
Wastewater fees	528,588	-	528,588
Depreciation	820,991	-	820,991
Total operating expenses	<u>5,122,122</u>	<u>1,007,517</u>	<u>6,129,639</u>
<b>OPERATING INCOME</b>	<u>1,694,947</u>	<u>4,757,781</u>	<u>6,452,728</u>
<b>NON-OPERATING REVENUES (EXPENSES)</b>			
Interest income	-	3,302	3,302
Interest expense	(339,362)	-	(339,362)
Total non-operating revenues (expenses)	<u>(339,362)</u>	<u>3,302</u>	<u>(336,060)</u>
<b>INCOME (LOSS) BEFORE CONTRIBUTIONS &amp; TRANSFERS</b>	1,355,585	4,761,083	6,116,668
<b>CONTRIBUTIONS AND TRANSFERS</b>			
Transfers in (out)	5,673,055	(5,673,055)	-
Transfers from (to) primary government	-	-	-
<b>CHANGE IN NET POSITION</b>	7,028,640	(911,972)	6,116,668
<b>NET POSITION - BEGINNING OF YEAR</b>	<u>24,431,414</u>	<u>8,888,028</u>	<u>33,319,442</u>
<b>NET POSITION - END OF YEAR</b>	<u>\$ 31,460,054</u>	<u>\$ 7,976,056</u>	<u>\$ 39,436,110</u>

The accompanying notes are an integral part of this financial statement.

**CITY OF MANOR, TEXAS**  
**STATEMENT OF CASH FLOWS**  
**PROPRIETARY FUND**  
**YEAR ENDED SEPTEMBER 30, 2022**

Item 9.

**CASH FLOWS FROM OPERATING ACTIVITIES**

Receipts from customers	\$ 12,444,819
Payments to suppliers	(3,314,054)
Payments to employees and contractors	(876,463)
Net cash flows from operating activities	8,254,302

**CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES**

Increase in customer deposits	60,658
Increase in restricted assets	831,050
Net cash flows from non-capital financing activities	891,708

**CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES**

Transfers from primary government	390,499
Additions to capital assets	(5,739,457)
Principal payments on debt	(1,045,721)
Interest payments on debt	(358,264)
Net cash flows from capital and related financing activities	(6,752,943)

**CASH FLOWS FROM INVESTING ACTIVITIES**

Interest income	3,302
Net cash flows from investing activities	3,302

**NET CHANGE IN CASH AND CASH EQUIVALENTS**

2,396,369

**CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR**

8,649,603

**CASH AND CASH EQUIVALENTS - END OF YEAR**

\$ 11,045,972

**RECONCILIATION OF OPERATING INCOME TO NET**

**CASH FROM OPERATING ACTIVITIES**

Operating income	\$ 6,452,728
Adjustments not affecting cash:	
Depreciation	820,991
(Increase) decrease in assets and increase (decrease) in liabilities:	
Accounts receivable	(137,548)
Accounts payable	1,106,602
Compensated absences	35,197
Deferred outflows	(5,593)
Deferred inflows	21,875
Net OPEB liability	2,266
Net pension liability	(42,216)
Net cash flows from operating activities	\$ 8,254,302

The accompanying notes are an integral part of this financial statement.



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**CITY OF MANOR, TEXAS**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**YEAR ENDED SEPTEMBER 30, 2022**

Item 9.

**A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The City of Manor, Texas (City) is a Home Rule city in which citizens elect the mayor and six council members at large by place. The City operates under the Council-Manager form of government and provides such services as are authorized by its charter to advance the welfare, health, comfort, safety, and convenience of the City and its inhabitants.

The financial statements of the City are prepared in accordance with generally accepted accounting principles (GAAP) in the United States of America as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted primary standard-setting body for establishing governmental accounting and financial reporting principles. GASB periodically updates its codification of the existing Governmental Accounting and Financial Reporting Standards, which along with subsequent GASB pronouncements (Statements and Interpretations), constitutes GAAP for governmental units. The more significant accounting and reporting policies and practices used by the City are described below.

**Reporting Entity**

The City's basic financial statements include all activities, organizations, and functions for which the City is considered to be financially accountable. The criteria considered in determining activities to be reported within the City's basic financial statements include whether:

- the organization is legally separate (can sue and be sued in its own name)
- the City holds the corporate powers of the organization
- the City appoints a voting majority of the organization's board
- the City is able to impose its will on the organization
- the organization has the potential to impose a financial benefit/burden on the City
- there is a fiscal dependency by the organization of the City

The above criteria were applied to potential organizations to determine if the entity should be reported as part of the City. It was determined that the City has no component units or related organizations that should be reported within the City's basic financial statements.

**Implementation of New Standards**

GASB Statement No. 87, *Leases*, (GASB 87) requires recognition of certain lease assets and liabilities for leases that were previously classified as operating leases and recognized as inflows or outflows of resources based on the payment provisions of the contract. It also establishes a single model for lease accounting based on the principle that leases are financings of the right to use an asset. There is no restatement nor cumulative effect as prior periods are not presented as part of the audited financial statements.

For those leases where the underlying lease asset transferred ownership, the City followed the provisions applicable to capital assets and to long-term debt or payables, depending on the financing as directed by GASB 87. Additional information on financed purchases can be found in Note H.

**CITY OF MANOR, TEXAS**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**YEAR ENDED SEPTEMBER 30, 2022**

Item 9.

**A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED**

GASB Statement No. 89, *Accounting for Interest Cost Incurred Before the End of a Construction Period*, establishes accounting requirements for interest cost incurred before the end of a construction period and enhances the relevance and comparability of information about capital assets and the cost of borrowing for a reporting period. This statement has no impact on the City.

GASB Statement 92, *Omnibus 2020*, addresses a variety of topics and includes specific provisions about the following: The effective date of Statement No. 87, *Leases*, and Implementation Guide No. 2019-3, *Leases*; For interim financial reports, reporting of intraentity transfers of assets between a primary government employer and a component unit defined benefit pension plan or defined benefit other postemployment benefit (OPEB) plan; The applicability of Statements No. 73, *Accounting and Financial Reporting for Pensions and Related Assets That Are Not within the Scope of GASB Statement 68, and Amendments to Certain Provisions of GASB Statements 67 and 68, as amended*, and No. 74, *Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans, as amended, to reporting assets accumulated for postemployment benefits*; The applicability of certain requirements of Statement No. 84, *Fiduciary Activities*, to postemployment benefit arrangements, measurement of liabilities (and assets, if any) related to asset retirement obligations (AROs) in a government acquisition, reporting by public entity risk pools for amounts that are recoverable from reinsurers or excess insurers; Reference to nonrecurring fair value measurements of assets or liabilities in authoritative literature; and terminology used to refer to derivative instruments. The applicable portions of this statement were implemented by the City in fiscal year 2022.

GASB Statement 93, *Replacement of Interbank Offered Rates*, includes certain provisions that are effective in fiscal year 2022 and other provisions in fiscal year 2023. Some governments have entered into agreements in which variable payments made or received depend on an interbank offered rate (IBOR)—most notably, the London Interbank Offered Rate (LIBOR). As a result of global reference rate reform, LIBOR is expected to cease to exist in its current form at the end of 2021, prompting governments to amend or replace financial instruments for the purpose of replacing LIBOR with other reference rates, by either changing the reference rate or adding or changing fallback provisions related to the reference rate. The City does not participate in hedge accounting nor derivatives; therefore, this statement has no impact on the City.

GASB Statement No. 99, *Omnibus 2022*, includes certain provisions effective for the City in fiscal year 2022 and other provisions in fiscal year 2023 and 2024. The Statement addresses a variety of topics which include provisions regarding practice issues that have been identified during implementation and application of certain GASB Statements as well as accounting and financial reporting for financial guarantees. The following provisions were effective in fiscal year 2022: extension of the use of the London Interbank Offered Rate, accounting for Supplemental Nutrition Assistance Program distributions, disclosures of nonmonetary transactions, pledges of future revenues by pledging governments, clarification to GASB Statement 34, *Basic Financial Statements – and Management’s Discussion and Analysis – for State and Local Governments*, and terminology updates related to GASB Statement No. 53, *Accounting and Financial Reporting for Derivative Instruments* and GASB Statement 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position*.

**CITY OF MANOR, TEXAS**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**YEAR ENDED SEPTEMBER 30, 2022**

Item 9.

**A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED**

GASB Statement No. 97, *Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans—an amendment of GASB Statements No. 14 and No. 84, and a supersession of GASB Statement No. 32*, addresses a variety of topics and includes specific provisions about the following: (1) increase consistency and comparability related to the reporting of fiduciary component units in circumstances in which a potential component unit does not have a governing board and the primary government performs the duties that a governing board typically would perform; (2) mitigate costs associated with the reporting of certain defined contribution pension plans, defined contribution other postemployment benefit (OPEB) plans, and employee benefit plans other than pension plans or OPEB plans (other employee benefit plans) as fiduciary component units in fiduciary fund financial statements; and (3) enhance the relevance, consistency, and comparability of the accounting and financial reporting for Internal Revenue Code (IRC) Section 457 deferred compensation plans (Section 457 plans) that meet the definition of a pension plan and for benefits provided through those plans. Travis City's Section 457 Deferred Compensation plan does not meet the definition of a pension plan because only employees make contributions to the plan and no benefit is provided; therefore, this statement has no impact on the City.

**Government-Wide Financial Statements**

The government-wide financial statements are prepared using the economic resources measurement focus and accrual basis of accounting. Government-wide financial statements do not provide information by individual fund or fund types, but distinguish between the City's governmental activities and business-type activities on the Statement of Net Position and Statement of Activities. The statements report information on all of the non-fiduciary activities of the primary government and its component units. The City's Statement of Net Position includes both non-current assets and non-current liabilities of the City. Accrual accounting reports all of the revenues and cost of providing services each year, not just those received or paid in the current year or soon thereafter. Additionally, the government-wide Statement of Activities reflects depreciation expense on the City's capital assets, including infrastructure.

**Statement of Net Position**

The Statement of Net Position is designed to display the financial position of the primary government (government and business-type activities). The City reports all capital assets, including infrastructure, in the government-wide Statement of Net Position and reports depreciation expense - the cost of "using up" capital assets - in the Statement of Activities. The net position of the City is broken down into three categories: 1) invested in capital assets, net of related debt; 2) restricted; and 3) unrestricted. Long-term liabilities are reported in two categories: 1) the amount due within one year; and 2) the amount due in more than one year.

**CITY OF MANOR, TEXAS**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**YEAR ENDED SEPTEMBER 30, 2022**

**A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED**

**Statement of Activities**

The government-wide Statement of Activities reports net revenue (expense) in a format that focuses on the cost of each of the City's governmental activities and for each of the City's business-type activities. The expense of individual functions is compared to revenues generated directly by the function (for instance, through user charges or intergovernmental grants). General revenues (including all taxes), investment earnings, special and extraordinary items, and transfers between governmental and business-type activities are reported separately after the total net expenses of the government's functions, ultimately arriving at the change in net position of the period. Program revenues are segregated into three categories: 1) charges for services; 2) program-specific operating grants and contributions; and 3) program-specific capital grants and contributions. Indirect costs are allocated amount functions based on use.

**Fund Level Financial Statements**

In addition to the government-wide financial statements, the City prepares fund financial statements, which continue to use the modified accrual basis of accounting and the current financial resources measurement focus. The focus on the fund financial statements is on the major individual funds of the governmental and business-type activities, as well as any fiduciary funds (by category) and any component units. Fund financial accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain government functions or activities.

The City reports the following major governmental funds:

***General Fund***

Reports as the primary fund of the City. This fund is used to account for all financial resources not reported in any other funds.

***Special Revenue Fund***

Established to account for revenues assessed and collected for specific purposes.

***Debt Service Fund***

Established to account for the accumulation of financial resources for the payment of principal and interest of the City's general obligation debt. The City annually levies *ad valorem* taxes restricted for the retirement of general obligation bonds and interest. This fund reports *ad valorem* taxes collected for debt purposes only.

***Capital Projects Fund***

Bond Management - Established to account for the capital expenditures of general obligation bond proceeds.

Grants Management - Established to account for the City's capital grants and contributions which fund the acquisition, construction, or rehabilitation of capital assets. These revenues are subject to externally imposed restrictions to these program uses.

The City reports the following major enterprise funds:

**CITY OF MANOR, TEXAS**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**YEAR ENDED SEPTEMBER 30, 2022**

**A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED**

***Water and Sewer Fund***

Accounts for the operating activities of the City's water and sewer services.

**Measurement Focus/Basis of Accounting**

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, generally including the reclassification or elimination of internal activity (between or within fund). Proprietary fund level financial statements also report using the same focus and basis of accounting although internal activity is not eliminated in these statements. Revenues are recorded when earned and expenses are recorded when liability is incurred, regardless of the timing of related cash flows. Property tax revenues are recognized in the year in which they are levied while grants are recognized when grantor eligibility requirements are met.

Governmental fund level financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized when they are both measurable and available. Available means collectible within the current period or soon enough thereafter to pay current liabilities. The City considers revenues to be available if they are collected within sixty days of the fiscal year end. Expenditures are recorded when the related fund liability is incurred, except for debt principal and interest which are reported expenditures in the year due.

Major revenue sources susceptible to accrual include sales and property taxes. In general, other revenues are recognized when cash is received.

Operating income reported in the proprietary fund financial statements includes revenues and expenses related to the primary, continuing operations of the fund. Principal operating revenues for proprietary funds are charges to customers for sales or services. Principal operating expenses are the costs of providing goods or services and included administrative expenses and depreciation of capital assets.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as needed. See Note E for information describing the City's restricted assets.

**Assets, Liabilities, and Net Position or Equity**

***Cash and Cash Equivalents***

For purposes of the statement of cash flows, highly liquid investments are considered to be cash equivalents if they have a maturity of three months or less when purchased.

***Inventories and Prepaid Items***

The City records purchases of supplies as expenditures, utilizing the purchase method of accounting for inventory. Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items.

**CITY OF MANOR, TEXAS**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**YEAR ENDED SEPTEMBER 30, 2022**

**A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED**

***Capital Assets***

The City's capital assets and infrastructure with useful lives of more than one year are stated at historical cost and comprehensively reported in the government-wide financial statements. The City maintains infrastructure asset records consistent with all other capital assets. Proprietary capital assets are also reported in their respective funds. Donated assets are stated at fair value on the date donated. The City generally capitalizes assets with a cost of \$5,000 or more as purchases and outlays occur. The cost of normal maintenance and repairs that do not add to the asset value or materially extend useful lives are not capitalized. Capital assets are depreciated using the straight-line method. When capital assets are disposed, the cost and applicable accumulated depreciation are removed from the respective accounts, and the resulting gain or loss is recorded in operations. For information describing capital assets. (see Note F)

Estimated useful lives, in years, for depreciable assets are as follows:

Vehicles	5
Software	5
Machinery and equipment	5-7
Buildings and improvements	10-20
Infrastructure	20-50

***Deferred Inflows/Outflows of Resources***

Deferred outflows of resources represent a consumption of net position that applies to a future period and will not be recognized as an outflow of resources (expense/expenditure) until that time. Deferred outflows, found on the government-wide statement of net position, consist of deferred losses on refundings and deferred outflows related to pensions. A deferred loss on refunding occurs when there is a difference in the carrying value of the refunded debt and its reacquisition price. The amount is deferred and amortized over the shorter of the life of the refunded debt or refunding debt. Deferred outflows related to pensions consist of amounts paid into the retirement system after the prescribed measurement date plus the net difference between projected and actual earnings.

Deferred inflows of resources represent an acquisition of net position that applies to a future period and will not be recognized as an inflow of resources (revenue) until that time. Deferred inflows, found on the government-wide statement of net position, consist of deferred inflows related to pensions and deferred professional prosecutor revenue. On the governmental funds balance sheet, deferred inflows consist of deferred property tax revenue, deferred special assessment revenue, and deferred professional prosecutor revenue. All amounts are deferred and recognized as inflows of resources in the period that the amounts become available.

***Long-Term Debt***

In the government-wide and proprietary fund level financial statements, outstanding debt is reported as liabilities. Outstanding debt is reported within governmental activities and business-type activities based on use of proceeds. Bond issue costs are expensed when incurred.

***Fund Balance/Net Position***

Fund balances/net position are divided into five classifications based primarily on the extent to which the City is bound to observe constraints imposed upon the use of the resources in the governmental funds. The classifications are as follows:

**CITY OF MANOR, TEXAS**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**YEAR ENDED SEPTEMBER 30, 2022**

Item 9.

**A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED**

Non-spendable

The non-spendable fund balance category includes amounts that cannot be spent because they are not in spendable form, or legally or contractually required to be maintained intact. The "not in spendable form" criterion includes items that are not expected to be converted to cash. It also includes the long-term amount of interfund loans.

Restricted

Fund balance is reported as restricted when constraints placed on the use of resources are either externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or is imposed by law through constitutional provisions or enabling legislation. Enabling legislation authorizes the City to assess, levy, charge, or otherwise mandate payment of resources (from external resource providers) and includes a legally enforceable requirement that those resources be used only for the specific purposes stipulated in the legislation. Legal enforceability means that the City can be compelled by an external party-such as citizens, public interest groups, or the judiciary to use resources created by enabling legislation only for the purposes specified by the legislation.

Committed

The committed fund balance classification includes amounts that can be used only for the specific purposes imposed by formal action (ordinance or resolution) of the City Council. Those committed amounts cannot be used for any other purpose unless the City Council removes or changes the specified use by taking the same type of action (ordinance or resolution) it employed to previously commit those amounts. In contrast to fund balance that is restricted by enabling legislation, committed fund balance classification may be redeployed for other purposes with appropriate due process. Constraints imposed on the use of committed amounts are imposed by the City Council, separate from the authorization to raise the underlying revenue; therefore, compliance with these constraints are not considered to be legally enforceable. Committed fund balance also incorporates contractual obligations to the extent that existing resources in the fund have been specifically committed for use in satisfying those contractual requirements.

Assigned

Amounts in the assigned fund balance classification are intended to be used by the City for specific purposes but do not meet the criteria to be classified as restricted or committed. In governmental funds other than the General Fund, the assigned fund balance represents the remaining amount that is not restricted or committed. In the General Fund, assigned amounts represent intended uses established by the City Council or a city official delegated that authority by City Charter or ordinance.

Unassigned

Unassigned fund balance is the residual classification for the General Fund and includes all spendable amounts not contained in the other classifications. In other governmental funds, the unassigned classification is used only to report a deficit balance resulting from overspending for specific purposes for which amounts had been restricted, committed, or assigned.

The City applies restricted resources first when expenditures are incurred for purposes for which either restricted or unrestricted (committed, assigned, and unassigned) amounts are available. Similarly, within unrestricted fund balance, committed amounts are reduced first followed by assigned, and then unassigned amounts when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.



**CITY OF MANOR, TEXAS**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**YEAR ENDED SEPTEMBER 30, 2022**

**A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED**

**Revenues and Expenditures/Expenses**

***Inter-Fund Activity***

Inter-fund activity results from loans, services provided, reimbursements or transfers between funds. Loans are reported as inter-fund receivables and payables as appropriate and are subject to elimination upon consolidation. Services provided, deemed to be at market or near market rates, are treated as revenues and expenditures or expenses. Reimbursements occur when one fund incurs a cost, charges the appropriate benefiting fund, and reduces its related cost as a reimbursement. All other inter-fund transactions are treated as transfers. Transfers-in and transfers-out are netted and presented as a single "Transfers" line on the government-wide statement of activities. Similarly, inter-fund receivables and payables, if applicable, are netted and presented as a single "Internal Balances" line of the government-wide statement of net assets.

***Compensated Absences***

Compensated absences are reported as accrued in the government-wide financial statements. In the fund level financial statements, only matured compensated absences payable to currently terminating employees are reported.

***Use of Estimates***

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosures of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reported periods. Final amounts could differ from those estimates.

**B. DEPOSITS AND INVESTMENTS**

The City's funds are required to be deposited and invested under the terms of a depository contract. The depository bank deposits for safekeeping and trust with the City's agent bank approved pledged securities in an amount sufficient to protect City funds on a day-to-day basis during the period of the contract. The pledge of approved securities is waived only to the extent of the depository bank's dollar amount of Federal Deposit Insurance Corporation (FDIC) insurance.

***Cash Deposits***

At September 30, 2022, carrying amounts of the City's cash deposits were \$56,617,787 and bank balances were \$55,861,885. The City's cash deposits at September 30, 2022, were in excess of FDIC insurance and bank pledges securities by \$29,490,263.

***Investments***

The City is required by Government Code Chapter 2256, The Public Funds Investment Act (Act), to adopt, implement, and publicize an investment policy. That policy must be written; primarily emphasize safety of principal and liquidity; address investment diversification, yield, and maturity and the quality and capability of investment management; and include a list of the types of authorized investments in which the investing entity's funds may be invested and the maximum allowable stated maturity of any individual investment owned by the entity.

**CITY OF MANOR, TEXAS**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**YEAR ENDED SEPTEMBER 30, 2022**

**B. DEPOSITS AND INVESTMENTS - CONTINUED**

The Act requires an annual audit of investment practices. Audit procedures in this area conducted as a part of the audit of the general purpose financial statements disclosed that in the areas of investment practices, management reports and establishment of appropriate policies, the City adhered to the requirements of the Act. Additionally, investment practices of the City were in accordance with local policies.

The Act determines the types of investments which are allowable for the City. These include, with certain restrictions, (1) obligations of the U.S. Treasury, certain U.S. agencies, and the State of Texas, (2) certificates of deposit, (3) certain municipal securities, (4) money market savings accounts, (5) repurchase agreements, (6) bankers' acceptances, (7) mutual funds, (8) investment pools, (9) guaranteed investment contracts, and (10) common trust funds.

***Fair Value Hierarchy***

The three levels of the fair value hierarchy under GASB 72 are described as follows:

- Level 1 Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the entity has the ability to access.
- Level 2 Inputs to the valuation methodology include:
  - Quoted prices for similar assets or liabilities in active markets;
  - Quoted prices for identical or similar assets or liabilities in inactive markets;
  - Inputs other than quoted prices that are observable for the asset or liability; and
  - Inputs that are derived principally from or corroborated by observable market data by correlation or other means.
- Level 3 Inputs to the valuation methodology are unobservable and significant and use the best information available under the circumstances.

The City's investments at September 30, 2022, are shown below. These investments are not classified in a level hierarchy as they are recorded at net asset value.

Investment or Investment Type	Maturity	Fair Value
TexPool Investment	N/A	\$ 1,155,560

GASB Statement No. 79, *Certain External Investment Pools and Pool Participants* (GASB 79). This statement establishes how certain state and local government external investment pools may measure and report their investments. An external investment pool may elect to measure, for reporting purposes, all of its investments at amortized cost if it meets certain criteria. In addition, this statement also establishes additional note disclosures for external investment pools and their participants.

TexPool operates in a manner consistent with the criteria set forth in GASB 79 and therefore uses amortized cost to report net assets to compute share prices. The State Comptroller of Public Accounts exercises oversight responsibility over TexPool. Oversight includes the ability to significantly influence operations, designation of management, and accountability for fiscal matters. Additionally, the State Comptroller has established an advisory board composed of both participants in TexPool and other persons who do not have a business relationship with TexPool. The Advisory Board members review the investment policy and management fee structure. TexPool does not have any restrictions or limitations on withdrawals.

**CITY OF MANOR, TEXAS**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**YEAR ENDED SEPTEMBER 30, 2022**

Item 9.

**B. DEPOSITS AND INVESTMENTS - CONTINUED**

TexPool is rated AAAM by Standard & Poor's. As a requirement to maintain the rating, weekly portfolio information must be submitted to Standard & Poor's for review. TexPool is also required to send portfolio information to the office of the State Comptroller of Public Accounts.

**Analysis of Specific Deposit and Investment Risks**

Professional standards require a determination as to whether the City was exposed to the following specific investment risks at year end and if so, the reporting of certain related disclosures:

***Credit Risk***

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The ratings of securities by nationally recognized rating agencies are designed to give an indication of credit risk. At year end, the City was not exposed to a significant amount of credit risk.

***Custodial Credit Risk***

Deposits are exposed to custodial credit risk if they are not covered by depository insurance and the deposits are uncollateralized, collateralized with securities held by the pledging financial institution, or collateralized with securities held by the pledging financial institution's trust department or agent but not in the City's name.

Investment securities are exposed to custodial credit risk if the securities are uninsured, are not registered in the name of the government, and are held by either the counterparty or the counterparty's trust department or agent but not in the City's name. At September 30, 2022, the City's investment deposits were entirely covered by depository insurance or collateralized with securities held by the pledging financial institution in the City's name.

***Concentration of Credit Risk***

This is the risk of loss attributed to the magnitude of a government's investment in a single issuer. At year end, the City was not exposed to concentration of credit risk.

***Interest Rate Risk***

This is the risk that changes in interest rates will adversely affect the fair value of an investment. At year end, the City was not exposed to interest rate risk.

***Foreign Currency Risk***

This is the risk that exchange rates will adversely affect the fair value of an investment. At year end, the City was not exposed to foreign currency risk.

**CITY OF MANOR, TEXAS**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**YEAR ENDED SEPTEMBER 30, 2022**

**C. RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS**

**Explanation of differences between the Governmental Fund Balance Sheet and the Government-wide Statement of Net Position:**

The governmental fund balance sheet includes a reconciliation between the governmental fund balance on the fund financial statements and total net position of governmental activities on the government-wide financial statements.

<b>Governmental fund balance</b>		\$ 31,782,033
 <b><u>Difference due to capital assets</u></b>		
Capital assets	16,935,700	
Accumulated depreciation	<u>(9,989,374)</u>	6,946,326
 <b><u>Difference due to deferred outflows</u></b>		
Deferred outflows related to pensions	316,141	
Deferred outflows related to OPEB	32,995	
Deferred loss on refunding	<u>152,232</u>	501,368
 <b><u>Difference due to current liabilities</u></b>		
Interest payable		(54,909)
 <b><u>Difference due to non-current liabilities</u></b>		
Compensated absences	(301,785)	
Net pension liability	(605,469)	
Net OPEB liability	(92,149)	
Notes payable	(1,162,860)	
Bonds payable	<u>(20,114,450)</u>	<u>(22,276,713)</u>
 <b><u>Difference due to deferred inflows</u></b>		
Deferred inflows related to property taxes	165,608	
Deferred inflows related to pensions	(333,246)	
Deferred inflows related to OPEB	<u>(12,855)</u>	<u>(180,493)</u>
 <b>Government-wide net position</b>		 <b><u><u>\$ 16,717,612</u></u></b>

**CITY OF MANOR, TEXAS**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**YEAR ENDED SEPTEMBER 30, 2022**

**C. RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS - CONTINUED**

**Explanation of differences between the Governmental Fund Statement of Revenues, Expenditures, and Changes in Fund Balances and the Government-wide Statement of Activities:**

The governmental fund statement of revenues, expenditures, and changes in fund balances includes a reconciliation between the change in governmental fund balance on the fund financial statements and change in total net position of governmental activities on the government-wide financial statements.

<b>Change in governmental fund balance</b>	\$ 20,192,798
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**Amount by which depreciation exceeds capital outlay expense and other capital related transactions**

Capital outlay	817,627	
Depreciation expense	<u>(1,121,473)</u>	(303,846)

**Long-term debt and related items**

Debt payments	1,785,353	
Debt issuances	(16,835,125)	
Accrued interest adjustment	(39,914)	
Amortization of loss on refunding	<u>(29,657)</u>	(15,119,343)

**Expenses or revenues that do not require the use of current financial resources or have not matured**

Property taxes recorded as deferred inflows	(41,633)	
Changes in pension expense and deferred outflows and inflows	175,387	
Changes in OPEB expense and deferred outflows and inflows	(3,602)	
Compensated absence adjustment	<u>(7,980)</u>	<u>122,172</u>

<b>Change in government-wide net position</b>	<b><u><u>\$ 4,891,781</u></u></b>
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**D. RECEIVABLES, UNCOLLECTIBLE ACCOUNTS, AND DEFERRED REVENUE**

***Sales Tax Receivable***

Sales taxes are collected and remitted to the City by the State Comptroller's Office. All sales taxes are collected within sixty days of year end. At fiscal year end, the receivables represent taxes collected but not yet received by the City and are recorded as revenue.

***Property Taxes Receivable and Deferred Revenue***

Property taxes are assessed and remitted to the City by the Travis County Tax Assessor's Office. Taxes, levied annually on October 1, are due by January 31. The majority of tax payments are received December through March. Lien dates for real property are July.

**CITY OF MANOR, TEXAS**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**YEAR ENDED SEPTEMBER 30, 2022**

**D. RECEIVABLES, UNCOLLECTIBLE ACCOUNTS, AND DEFERRED REVENUE - CONTINUED**

Allowances for uncollectible tax receivables reported in the General Fund are based upon historical experience in collecting property taxes. Uncollectible personal property taxes are periodically reviewed and written off when deemed uncollectible; however, state statutes prohibit writing off real property taxes without specific authority from the Texas Legislation.

In the governmental fund level financial statements, property taxes receivable are recorded in the General Fund when assessed (October 1). At fiscal year end, property taxes receivables represent delinquent taxes. If delinquent taxes are not paid within sixty days of fiscal year end, they are recorded as deferred revenue.

In the government-wide financial statements, property tax receivables and related revenues include all amounts due to the City regardless of when cash is received.

At September 30, 2022, receivables for governmental activities are summarized in the government-wide financial

	Receivables	Allowance for Uncollectible Accounts	Net Receivables
Sales tax receivable	\$ 233,082	\$ -	\$ 233,082
Property tax receivable	165,608	(88,858)	76,750
Employee receivable	1,961	-	1,961
Court fines receivable	917,524	(889,999)	27,525
Other	186,773	-	186,773
Total receivables	\$ 1,504,948	\$ (978,857)	\$ 526,091

***Business-Type Activities Receivables***

Business-type activities receivables represent amounts due from customers for water, wastewater, and sanitation services. These receivables are due within one month. Receivables are reported net of an allowance for uncollectible accounts and revenues net of what is estimated to be uncollectible. The allowance is estimated using accounts receivable past due more than ninety days.

At September 30, 2022, Business-type activities receivables are summarized in the financial statements as follows:

	Receivables	Allowance for Uncollectible Accounts	Net Receivables
Customer receivables	\$ 706,799	\$ (1,349)	\$ 705,450
NSF checks	1,200	-	1,200
Total receivables	\$ 707,999	\$ (1,349)	\$ 706,650

**CITY OF MANOR, TEXAS**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**YEAR ENDED SEPTEMBER 30, 2022**

Item 9.

**E. RESTRICTED ASSETS**

At September 30, 2022, restricted assets consisted of the following:

<b>Cash and cash equivalents:</b>	Governmental Activities	Business-Type Activities	Total
Other	\$ (769,931)	\$ -	\$ (769,931)
Parkland project	470,250	-	470,250
Rose Hill Public Improvement District	769,931	-	769,931
Customer deposits	-	797,373	797,373
Capital improvements - water system	-	2,491,008	2,491,008
Capital improvements - sewer system	-	5,032,686	5,032,686
Total cash and cash equivalents	\$ 470,250	\$ 8,321,067	\$ 8,791,317

<b>Investments:</b>	Governmental Activities	Business-Type Activities	Total
Parks	\$ 8,997	\$ -	\$ 8,997
Debt service	287,633	-	287,633
Tourism	386,304	-	386,304
Capital improvements - sewer system	-	472,626	472,626
Total investments	\$ 682,934	\$ 472,626	\$ 1,155,560

**F. CAPITAL ASSETS**

Capital asset activity for the year ended September 30, 2022, was as follows:

<b>Governmental Activities:</b>	Beginning Balance	Additions	Deletions/ Reclass	Ending Balance
Non-depreciable assets:				
Land	\$ 470,607	\$ 10,000	\$ -	\$ 480,607
Construction in progress	150,983	732,231	(206,946)	676,268
Total non-depreciable assets	\$ 621,590	\$ 742,231	\$ (206,946)	\$ 1,156,875
Depreciable assets:				
Buildings	\$ 2,419,785	\$ 206,946	\$ -	\$ 2,626,731
Equipment	5,595,491	75,396	-	5,670,887
Sidewalks	244,164	-	-	244,164
Streets and improvements	7,237,043	-	-	7,237,043
Total depreciable assets	15,496,483	282,342	-	15,778,825
Accumulated depreciation	(8,867,901)	(1,121,473)	-	(9,989,374)
Depreciable assets, net	\$ 6,628,582	\$ (839,131)	\$ -	\$ 5,789,451

**CITY OF MANOR, TEXAS**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**YEAR ENDED SEPTEMBER 30, 2022**

Item 9.

**F. CAPITAL ASSETS - CONTINUED**

<b>Business-Type Activities:</b>	<u>Beginning Balance</u>	<u>Additions</u>	<u>Deletions/ Reclass</u>	<u>Ending Balance</u>
Non-depreciable assets:				
Land	\$ 406,816	\$ -	\$ -	\$ 406,816
Construction in progress	2,048,432	5,673,055	(3,292,611)	4,428,876
Total non-depreciable assets	<u>\$ 2,455,248</u>	<u>\$ 5,673,055</u>	<u>\$ (3,292,611)</u>	<u>\$ 4,835,692</u>
Depreciable assets:				
Machinery and equipment	\$ 1,633,247	\$ -	\$ -	\$ 1,633,247
Culverts	12,992	-	-	12,992
Infrastructure - water system	7,465,930	2,008,666	-	9,474,596
Infrastructure - sewer system	24,843,198	1,350,347	-	26,193,545
Total depreciable assets	<u>33,955,367</u>	<u>3,359,013</u>	<u>-</u>	<u>37,314,380</u>
Accumulated depreciation	<u>(6,242,361)</u>	<u>(820,991)</u>	<u>-</u>	<u>(7,063,352)</u>
Depreciable assets, net	<u>\$ 27,713,006</u>	<u>\$ 2,538,022</u>	<u>\$ -</u>	<u>\$ 30,251,028</u>

Depreciation expense was charged to the functions as follows:

Function:	<u>Governmental Activities</u>	<u>Business-Type Activities</u>	<u>Total</u>
General government	\$ 187,770	\$ -	\$ 187,770
Public safety	344,780	-	344,780
Streets	579,617	-	579,617
Development services	9,306	-	9,306
Water	-	519,474	519,474
Sewer	-	301,517	301,517
Total depreciation expense	<u>\$ 1,121,473</u>	<u>\$ 820,991</u>	<u>\$ 1,942,464</u>

**G. INTER-FUND BALANCES AND ACTIVITY**

**Transfers (To)From Other Funds**

<u>Purpose</u>	<u>General Fund</u>	<u>Debt Service Fund</u>	<u>Proprietary Fund</u>	<u>Capital Impact Fees</u>
Transfers of funds to cover debt service	\$ -	\$ 261,347	\$ (261,347)	\$ -
Transfer of capital assets	-	-	5,673,055	(5,673,055)



**CITY OF MANOR, TEXAS**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**YEAR ENDED SEPTEMBER 30, 2022**

Item 9.

**H. LONG-TERM DEBT**

**Long-Term Debt Activity**

Changes in long-term debt obligations for the year ended September 30, 2022, are as follows:

<b>Governmental Activities:</b>	<u>Beginning Balances</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending Balances</u>	<u>Amounts Due Within One Year</u>
Financed purchases	\$ 1,181,688	\$ 475,125	\$ (493,953)	\$ 1,162,860	\$ 461,217
Bonds payable	5,045,850	16,360,000	(1,291,400)	20,114,450	2,631,700
Loss on refunding	181,889	-	(29,657)	152,232	29,657
<b>Total governmental activities</b>	<b><u>\$ 6,409,427</u></b>	<b><u>\$ 16,835,125</u></b>	<b><u>\$ (1,815,010)</u></b>	<b><u>\$ 21,429,542</u></b>	<b><u>\$ 3,122,574</u></b>

<b>Business-Type Activities:</b>	<u>Beginning Balances</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending Balances</u>	<u>Amounts Due Within One Year</u>
Financed purchases	\$ 130,418	\$ -	\$ (42,121)	\$ 88,297	\$ 43,459
Bonds payable	14,429,150	-	(1,003,600)	13,425,550	768,300
<b>Total business-type activities</b>	<b><u>\$ 14,559,568</u></b>	<b><u>\$ -</u></b>	<b><u>\$ (1,045,721)</u></b>	<b><u>\$ 13,513,847</u></b>	<b><u>\$ 811,759</u></b>

**Debt Service Requirements**

***Financed Purchases***

On November 15, 2017, the City entered into financing agreements for vehicles totaling \$441,289 at 2.56% fixed interest rate with yearly payments of \$95,053 due in November. The City's balance remaining on the note payable at September 30, 2022, is \$92,648.

On November 30, 2018, the City entered into financing agreements for vehicles totaling \$582,414 at 3.57% fixed interest rate with yearly payments of \$135,919 due in December. The City's balance remaining on the note payable at September 30, 2022, is \$131,234.

On July 26, 2019, the City entered into financing agreements for vehicles and equipment totaling \$376,450 at 3.175% fixed interest rate with yearly payments of \$82,611 due in July. The City's balance remaining on the note payable at September 30, 2022, is \$157,674.

On September 17, 2020, the City entered into financing agreements for vehicles totaling \$50,302 at 2.77% fixed interest rate with yearly payments of \$10,618 due in October. The City's balance remaining on the note payable at September 30, 2022, is \$20,384.

On November 18, 2020, the City entered into financing agreements for vehicles totaling \$435,599 at 1.942% fixed interest rate with yearly payments of \$92,259 due in December. The City's balance remaining on the note payable at September 30, 2022, is \$351,797.

**CITY OF MANOR, TEXAS**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**YEAR ENDED SEPTEMBER 30, 2022**

**H. LONG-TERM DEBT - CONTINUED**

*Financed Purchases - Continued*

On November 11, 2020, the City entered into financing agreements for tasers totaling \$87,169 at 0.00% fixed interest rate with yearly payments of \$17,280 due in November. The City's balance remaining on the note payable at September 30, 2022, is \$51,840.

On May 31, 2022, the City entered into financing agreements for equipment totaling \$475,126 at 3.00% fixed interest rate with monthly payments of \$8,547, maturing on May 30, 2027. The City's balance remaining on the note payable at September 30, 2022, is \$445,581.

Debt service requirements on long-term notes payable at September 30, 2022, were as follows:

For the years ending September 30,	Governmental Activities		
	Principal	Interest	Total
2023	\$ 504,676	\$ 31,592	\$ 536,268
2024	287,946	17,380	305,326
2025	202,069	10,027	212,096
2026	189,433	5,383	194,816
2026	67,033	751	67,784
	\$ 1,251,157	\$ 65,133	\$ 1,316,290

***Bonds Payable***

General Obligation Refunding Bonds, Series 2012

On April 1, 2012, the City issued \$3,510,000 in general obligation bonds, proceeds to be used to refund Series 2001 and 2004 revenue bonds. The bond interest rate of 2.55% with semi-annual payments due on February 15 and August 15 of each year until maturity in 2026 or prior redemption.

Certificate of Obligation Bonds, Series 2012

On September 1, 2012, the City issued \$1,835,000 in certificate of obligation bonds, proceeds to be used for city construction. Bond interest rate of 2.49% with semi-annual payments due on February 15 and August 15 of each year until maturity in 2027 or prior redemption.

General Obligation Refunding Bonds, Series 2015

On February 15, 2015, the City issued \$4,750,000 in general obligation bonds, proceeds to be used to partially refund Series 2007 revenue bonds. Bond interest rate of 2.29% with semi-annual payments due on February 15 and August 15 of each year until maturity in 2026 or prior redemption.

Combination Tax and Revenue Certificate of Obligation Bonds, Series 2016

On August 18, 2016, the City issued \$18,000,000 in certificate of obligation bonds, proceeds to be used for city street and drainage improvements (\$270,000) and water and waste water improvements (\$17,730,000). Bond interest rate of 2.29% with semi-annual payments due on February 15 and August 15 of each year until maturity in 2031 or prior redemption.

**CITY OF MANOR, TEXAS**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**YEAR ENDED SEPTEMBER 30, 2022**

**H. LONG-TERM DEBT - CONTINUED**

*Bonds Payable - Continued*

Combination Tax and Revenue Certificate of Obligation Bonds, Series 2021

On December 1, 2021, the City issued \$6,360,000 in combined tax and revenue certificate of obligation bonds, proceeds to be used for the improvement and expansion of the City's water and sewer system. Bond interest rate of 1.76% with semi-annual payments due on February 15 and August 15 of each year until maturity in 2036 or prior redemption.

Tax Note, Series 2022

On September 22, 2022, the City issued \$10,000,000 in tax notes, proceeds to be used for the improvement and expansion of the City's water and sewer system. Bond interest rate of 2.97% with semi-annual payments due on February 15 and August 15 of each year until maturity in 2039 or prior redemption.

Debt service requirements on long-term bond debt at September 30, 2022, were as follows:

		Series 2012 - \$3,510,000		
		Principal	Interest	Total
For the years ending September 30,				
	2023	\$ 315,000	\$ 19,253	\$ 334,253
	2024	315,000	11,220	326,220
	2025	60,000	3,188	63,188
	2026	65,000	1,718	66,718
	Total	\$ 755,000	\$ 35,379	\$ 790,379

		Series 2012 - \$1,835,000		
		Principal	Interest	Total
For the years ending September 30,				
	2023	\$ 130,000	\$ 17,181	\$ 147,181
	2024	135,000	13,944	148,944
	2025	140,000	10,583	150,583
	2026	140,000	7,097	147,097
	2027	145,000	3,611	148,611
	Total	\$ 690,000	\$ 52,416	\$ 742,416

		Series 2015 - \$4,750,000		
		Principal	Interest	Total
For the years ending September 30,				
	2023	\$ 465,000	\$ 57,136	\$ 522,136
	2024	485,000	46,487	531,487
	2025	500,000	35,381	535,381
	2026	515,000	23,931	538,931
	2027	530,000	12,137	542,137
	Total	\$ 2,495,000	\$ 175,072	\$ 2,670,072

**CITY OF MANOR, TEXAS**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**YEAR ENDED SEPTEMBER 30, 2022**

Item 9.

**H. LONG-TERM DEBT - CONTINUED**

*Bonds Payable - Continued*

		Series 2016 - \$18,000,000		
		Principal	Interest	Total
For the years ending September 30,				
	2023	\$ 780,000	\$ 312,127	\$ 1,092,127
	2024	800,000	294,265	1,094,265
	2025	1,170,000	275,945	1,445,945
	2026	1,200,000	249,152	1,449,152
	2027	1,290,000	221,672	1,511,672
	2027-2031	8,390,000	486,625	8,876,625
	Total	\$ 13,630,000	\$ 1,839,786	\$ 15,469,786

		Series 2021 CO - \$6,360,000		
		Principal	Interest	Total
For the years ending September 30,				
	2023	\$ 375,000	\$ 105,072	\$ 480,072
	2024	380,000	98,472	478,472
	2025	390,000	91,784	481,784
	2026	395,000	84,920	479,920
	2027	405,000	77,968	482,968
	2027-2031	2,145,000	280,280	2,425,280
	2032	1,880,000	83,600	1,963,600
	Total	\$ 5,970,000	\$ 822,096	\$ 6,792,096

		Series 2022 Tax Notes - \$10,000,000		
		Principal	Interest	Total
For the years ending September 30,				
	2023	\$ 1,335,000	\$ 266,475	\$ 1,601,475
	2024	1,340,000	257,351	1,597,351
	2025	1,380,000	217,553	1,597,553
	2026	1,420,000	176,567	1,596,567
	2027	1,465,000	134,393	1,599,393
	2027-2031	3,060,000	137,066	3,197,066
	Total	\$ 10,000,000	\$ 1,189,405	\$ 11,189,405

**Deferred Outflow on Refunding**

The City has deferred outflow of \$373,180 related to the Series 2015 refunding. This outflow represents the amount of the new bond principal, less issuance costs, that was greater than the current principal balance of the bonds refunded and will be amortized, straight-line, over the life of the Series 2015 Bond. The deferred outflow remaining balance at September 30, 2022 was \$152,232.

**Continuing Disclosure**

The City has entered into a continuing disclosure undertaking to provide Annual Reports and Material Event Notices to the State Information Disclosure Depository of Texas, which is the Municipal Advisory Council. This information is required under SEC Rule 15c2-12 to enable investors to analyze the financial condition and operation of the City.

**CITY OF MANOR, TEXAS**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**YEAR ENDED SEPTEMBER 30, 2022**

Item 9.

**I. RESTRICTED NET ASSETS**

At September 30, 2022, net assets restricted by enabling legislation consisted of the following:

	Governmental Activities	Business-Type Activities	Total
Rose Hill Public Improvement District	\$ 769,931	\$ -	\$ 769,931
Parkland project	470,250	-	470,250
Tourism	386,304	-	386,304
Debt service	287,633	-	287,633
Other	(760,934)	-	(760,934)
Capital improvements	-	8,773,429	8,773,429
Total restricted net assets	\$ 1,153,184	\$ 8,773,429	\$ 9,926,613

**J. RISK MANAGEMENT**

The City is exposed to various risks of loss related to torts, thefts, damage or destruction of assets, error and omissions, injuries to employees, and natural disasters. During fiscal year 2015, the City obtained general liability coverage at a cost that is considered to be economically justifiable by joining together with other governmental entities in the State as a member of the Texas Municipal League Intergovernmental Risk Pool (TML). TML is a self-funded pool operating as a common risk management and insurance program. The City pays an annual premium to TML for its above insurance coverage. The agreement for the formation of TML provides that TML will be self-sustaining through member premiums and will reinsure through commercial companies for claims in excess of acceptable risk levels; however, each category of coverage has its own level of reinsurance. The City continues to carry commercial insurance for other risks of loss. There were no significant reductions in commercial insurance coverage in the past fiscal year and settled claims resulting from these risks have not exceeded coverage in any of the past three fiscal years.

**K. PENSION PLAN**

**Plan Description**

The City provides pension benefits for all of its eligible employees through a non-traditional, joint contributory, hybrid defined benefit plan in the state-wide Texas Municipal Retirement System (TMRS), an agent multiple-employer public employee retirement system. The plan provisions that have been adopted by the City are within the options available in the governing state statutes of TMRS.

TMRS issues a publicly available comprehensive annual financial report that includes financial statements and required supplementary information (RSI) for TMRS. This report also provides detailed explanations of the contributions, benefits, and actuarial methods and assumptions used by TMRS. This report may be obtained by writing to TMRS, P.O. Box 149153, Austin, TX 78714-9153, or by calling 800-924-8677; in addition, the report is available on TMRS's website at [www.TMRS.com](http://www.TMRS.com).

The plan provisions are adopted by the governing body of the City, within the options available in the state statutes governing TMRS. Plan provisions for the City are as follows:

**CITY OF MANOR, TEXAS**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**YEAR ENDED SEPTEMBER 30, 2022**

Item 9.

**K. PENSION PLAN - CONTINUED**

	Plan Year 2020	Plan Year 2021
Employee deposit rate	7.0%	7.0%
Matching ratio (city to employee)	2 to 1	2 to 1
Years required for vesting	5	5
Service retirement eligibility (expressed as age/years of service)	60/5, 0/20	60/5, 0/20
Updated service credit	0%	0%
Annuity increase (to retirees)	0% of CPI	0% of CPI

At December 31, 2021, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	11
Inactive employees entitled to but not yet receiving benefits	44
Active employees	76
	131

**Contributions**

Under the state law governing TMRS, the contribution rate for each city is determined annually by the actuary, using the Projected Unit Credit actuarial cost method. This rate consists of the normal cost contribution rate and the prior service cost contribution rate, which is calculated to be a level percent of payroll from year to year. The normal cost contribution rate finances the portion of an active member's projected benefit allocated annually; the prior service contribution rate amortizes the unfunded (overfunded) actuarial liability (asset) over the applicable period for that city. Both the normal cost and prior service contribution rates include recognition of the projected impact of annually repeating benefits, such as Updated Service Credits and Annuity Increases.

The City contributes to the TMRS Plan at an actuarially determined rate. Both the employees and the City make contributions monthly. Since the City needs to know its contribution rate in advance for budgetary purposes, there is a one-year delay between the actuarial valuation that serves as the basis for the rate and the calendar year when the rate goes into effect. The actuarially determined required employer contribution rate for calendar years 2021, 2020, and 2019 were 8.85%, 9.23%, and 4.35%, respectively. The required contribution rate payable by the employee members for calendar years 2021, 2020, and 2019 was 7%.

**Net Pension Asset**

The City's net pension asset was measured as of December 31, 2021, and the total pension asset used to calculate the net pension asset was determined by an actuarial valuation as of that date.

**CITY OF MANOR, TEXAS**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**YEAR ENDED SEPTEMBER 30, 2022**

**K. PENSION PLAN - CONTINUED**

**Actuarial Assumptions**

The total pension liability in the December 31, 2021, actuarial valuation was determined using the following actuarial assumptions:

Actuarial valuation date	December 31, 2021
Actuarial cost method	Entry Age Normal
Amortization method	Level Percentage of Payroll, Closed
Remaining amortization period	23 Years
Asset valuation method	10 Year smoothed market; 12% soft corridor
Inflation	2.50%
Salary increases	3.50% to 11.50% including inflation
Investment rate of return	6.75%
Retirement age	Experience-based table of rates that are specific to the City's plan of benefits. Last updated for the 2019 valuation pursuant to an experience study of the period 2014 - 2018
Mortality	Post-retirement: 2019 Municipal Retirees of Texas Mortality Tables. The rates are projected on a fully generational basis with scale UMP. Pre-retirement: PUB(10) mortality tables, with the Public Safety table used for males and the General Employee table used for females. The rates are projected on a fully generational basis with scale UMP.
Other Information:	
Notes	1) There were no benefit changes during the year.

The actuarial assumptions used in the December 31, 2021, valuation were based on the results of an actuarial experience study for the period December 31, 2014 – December 31, 2018.

**Discount Rate**

The discount rate used to measure the total pension asset was 6.75%. System-wide Investment Return Assumption: 6.75% per year, compounded annually, composed of an assumed 2.50% inflation rate and a 4.25% net real rate of return. This rate represents the assumed return, net of all investment expenses.

**CITY OF MANOR, TEXAS**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**YEAR ENDED SEPTEMBER 30, 2022**

Item 9.

**K. PENSION PLAN - CONTINUED**

**Change in Net Pension Asset**

	Increase (Decrease)		
	Total Pension	Fiduciary	Net Pension
	Liability / (Asset)	Net Position	Liability / (Asset)
	(a)	(b)	(a-b)
Balances as of December 31, 2020	\$ 6,116,381	\$ 5,078,137	\$ 1,038,244
Changes for the year:			
Service cost	605,221	-	605,221
Interest on total pension liability	426,594	-	426,594
Change in benefit terms including substantively automatic status	-	-	-
Difference between expected and actual experience	57,592	-	57,592
Effect of assumptions changes or inputs	-	-	-
Benefit payments	(198,170)	-	(198,170)
Contributions - employer	-	418,118	(418,118)
Contributions - employee	-	334,112	(334,112)
Net investment income	-	663,540	(663,540)
Benefit payments	-	(198,170)	198,170
Administrative expenses	-	(3,063)	3,063
Other	-	22	(22)
Net changes	891,237	1,214,559	(323,322)
Balances as of December 31, 2021	\$ 7,007,618	\$ 6,292,696	\$ 714,922

**Sensitivity of the Net Pension Liability (Asset) to Changes in the Discount Rate**

The following presents the net pension liability of the City, calculated using the discount rate of 6.75%, as well as what the City's net pension asset would be if it were calculated using a discount rate that is one percentage point lower (5.75%) or one percentage point higher (7.75%) than the current rate.

	1% Decrease 5.75%	Current Discount Rate 6.75%	1% Increase 7.75%
Net pension liability / (asset)	\$ 1,953,531	\$ 714,922	\$ (277,345)

**Pension Plan Fiduciary Net Position**

Detailed information about the pension plan's fiduciary net position is available in the separately issued TMRS's comprehensive annual financial report.



**CITY OF MANOR, TEXAS**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**YEAR ENDED SEPTEMBER 30, 2022**

Item 9.

**K. PENSION PLAN - CONTINUED**

**Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions**

For the year ended September 30, 2022, the City recognized pension expense of \$433,674. At September 30, 2022, deferred outflows and inflows of resources related to pensions were reported from the following sources:

	Deferred Inflows of Resources	Deferred Outflows of Resources
Differences between expected and actual earnings- actuarial (gains) or losses	\$ 56,208	\$ -
Differences between projected and actual earnings on pension plan investments	328,612	-
Changes in assumptions	4,149	-
Contributions made subsequent to measurement date	-	349,812
	\$ 388,969	\$ 349,812

The \$349,812 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended September 30, 2022. Other amounts reported as deferred outflows of resources and deferred inflows of resources will be recognized as pension expense as follows:

Years Ending September 30,	
2023	\$ 272,764
2024	(136,509)
2025	(85,835)
2026	(82,681)
2027	(11,160)
Thereafter	4,264
	\$ (39,157)

**Funded Status and Funding Process**

The fund status as of December 31, 2021, is presented as follows:

	(a)	(b)	(c)	(d)	(e)	(f)
Actuarial Valuation Date	Actuarial Value of Assets	Actuarial Accrued Liability (AAL)	Funded Ratio (a)/(b)	Unfunded AAL (UAAL) (b) - (a)	Covered Payroll	UAAL as of % of Covered Payroll (d)/(e)
12/31/2019	\$ 4,110,326	\$ 5,433,888	75.6%	\$ 1,323,562	\$ 4,338,512	30.5%
12/31/2020	5,078,137	6,116,381	83.0%	1,038,244	4,724,397	22.0%
12/31/2021	6,292,696	7,007,618	89.8%	714,922	4,773,033	15.0%

**CITY OF MANOR, TEXAS**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**YEAR ENDED SEPTEMBER 30, 2022**

**K. PENSION PLAN - CONTINUED**

Actuarial valuations involve estimates of the value of reported amounts and assumptions about the probability of events far into the future. Actuarially determined amounts are subject to continual revision as actual amounts are compared to past expectations and new estimates are made about the future.

Actuarial calculations are based on the benefits provided under the terms of the substantive plan in effect at the time of each valuation, and reflect a long-term perspective. Consistent with that perspective, actuarial methods, and assumptions used include techniques that are designed to reduce short-term volatility actuarial in accrued liabilities and the actuarial value of assets. The schedule of funding progress, presented as Required Supplementary Information following the notes to the financial statements, presents multi-year trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liability of benefits.

**L. OTHER POSTEMPLOYMENT BENEFITS (OPEB) - SUPPLEMENTAL DEATH BENEFITS FUND (SDBF)**

**Plan Description**

The City also participates in the cost sharing multiple-employer defined benefit group-term insurance plan operated by the Texas Municipal Retirement System (TMRS) known as Supplemental Death Benefits Fund (SDBF). The City elected, by ordinance, to provide group-term life insurance coverage to both current and retired employees. The City may terminate coverage under and discontinue participation in the SDBF by adopting an ordinance before November 1 of any year to be effective the following January 1.

The death benefit for active employees provides a lump-sum payment approximately equal to the employee's annual salary (calculated based on the employee's actual earnings, for the 12-month period preceding the month of death); retired employees are insured for \$7,500; this coverage is an "other postemployment benefit," or OPEB.

At December 31, 2021, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	6
Inactive employees entitled to but not yet receiving benefits	8
Active employees	76
	<hr/> 90

**Contributions**

Due to the SDBF being considered an unfunded OPEB plan, benefit payments are treated as being equal to the employer's yearly contributions for retirees. During the year ended September 30, 2022, the City has not made any contributions to the SDBF.

**CITY OF MANOR, TEXAS**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**YEAR ENDED SEPTEMBER 30, 2022**

**L. OTHER POSTEMPLOYMENT BENEFITS (OPEB) - SUPPLEMENTAL DEATH BENEFITS FUND (SDBF)**  
**- CONTINUED**

**Actuarial Assumptions**

The total pension liability in the December 31, 2021, actuarial valuation was determined using the following actuarial assumptions:

Actuarial valuation date	December 31, 2021
Inflation	2.50%
Salary increases	3.50% to 11.50% including inflation
Discount rate*	1.84%
Retirees' share of benefit-related costs	\$0
Administrative expenses	All administrative expenses are paid through the Pension Trust and accounted for under reporting requirements under GASB Statement No. 68.
Mortality rates - service retirees	2019 Municipal Retirees of Texas Mortality Tables. The rates are projected on a fully generational basis with scale UMP.
Mortality rates - disabled retirees	2019 Municipal Retirees of Texas Mortality Tables with a 4 year setforward for males and a 3 year setforward for females. In addition, a 3.5% and 3% minimum mortality rate will be applied to reflect the impairment for younger members who become disabled for males and females, respectively. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements subject to the floor.
Other Information:	
Notes	No benefit changes during the year.

\*The discount rate was based on the Fidelity Index's "20-Year Municipal GO AA Index" rate as of December 31, 2021.

Note: The actuarial assumptions used in the December 31, 2021 valuation were based on the results of an actuarial experience study for the period December 31, 2014 to December 31, 2018.

**CITY OF MANOR, TEXAS**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**YEAR ENDED SEPTEMBER 30, 2022**

Item 9.

**L. OTHER POSTEMPLOYMENT BENEFITS (OPEB) - SUPPLEMENTAL DEATH BENEFITS FUND (SDBF)**  
**- CONTINUED**

	<u>Change in Net Pension Asset</u>		
	Increase (Decrease)		
	Total Pension Liability / (Asset) (a)	Fiduciary Net Position (b)	Net Pension Liability / (Asset) (a-b)
Balances as of December 31, 2020	\$ 89,615	\$ -	\$ 89,615
Changes for the year:			
Service cost	13,842	-	13,842
Interest on total pension liability	1,926	-	1,926
Difference between expected and actual experience	(2,418)	-	(2,418)
Effect of assumptions changes or inputs	4,482	-	4,482
Benefit payments	(477)	-	(477)
Administrative expenses	-	-	-
Contributions - employer	-	-	-
Contributions - employee	-	-	-
Benefit payments	-	-	-
Other	-	-	-
Net changes	<u>17,355</u>	<u>-</u>	<u>17,355</u>
Balances as of December 31, 2021	<u>\$ 106,970</u>	<u>\$ -</u>	<u>\$ 106,970</u>

**Sensitivity of the Net Pension Liability (Asset) to Changes in the Discount Rate**

The following presents the net pension liability of the City, calculated using the discount rate of 1.84%, as well as what the City's net pension asset would be if it were calculated using a discount rate that is one percentage point lower (0.84%) or one percentage point higher (2.84%) than the current rate.

	1% Decrease 0.84%	Current Discount Rate 1.84%	1% Increase 2.84%
Net pension liability / (asset)	<u>\$ 140,528</u>	<u>\$ 106,970</u>	<u>\$ 82,424</u>

**Pension Plan Fiduciary Net Position**

Detailed information about the pension plan's fiduciary net position is available in the separately issued TMRS's comprehensive annual financial report.

**Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions**

For the year ended September 30, 2022, the City recognized pension expense of \$17,438. At September 30, 2022, deferred outflows and inflows of resources related to pensions were reported from the following sources:

**CITY OF MANOR, TEXAS**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**YEAR ENDED SEPTEMBER 30, 2022**

**L. OTHER POSTEMPLOYMENT BENEFITS (OPEB) - SUPPLEMENTAL DEATH BENEFITS FUND (SDBF)**  
**- CONTINUED**

	Deferred Inflows of Resources	Deferred Outflows of Resources
Differences between expected and actual experience	\$ 17,092	\$ -
Changes in assumptions and other inputs	-	27,629
Contributions made subsequent to measurement date	-	-
	\$ 17,092	\$ 27,629

Amounts reported as deferred outflows of resources and deferred inflows of resources will be recognized as pension

Years Ending September 30,	
2023	\$ 1,670
2024	1,670
2025	1,670
2026	1,670
2027	1,479
Thereafter	2,378
	\$ 10,537

**M. HEALTH CARE COVERAGE**

During the year ended September 30, 2022, employees of the City were covered by a health insurance plan (the Plan). The City paid premiums of \$542,345 to the Plan. Employees, at their option, authorized payroll withholdings to pay premiums for dependents. All premiums were paid to a licensed insurer. The Plan was authorized by Article 3.51-2, Texas Insurance Code and was documented by contractual agreement.

The contract between the City and the licensed insurer is renewable October 1, and terms of coverage and premium costs are included in the contractual provisions.

**N. COMMITMENTS AND CONTINGENCIES**

**Grant Contingencies**

The City participates in grant programs which are governed by various rules and regulations of the grantor agencies. Costs charged to the respective grant programs are subject to audit and adjustment by the grantor agencies; therefore, to the extent that the City has not complied with the rules and regulations governing the grants, refunds of any money received may be required, and the collectability of any related receivable may be impaired. In the opinion of the City, there are no significant contingent liabilities relating to compliance with the rules and regulations governing the respective grants; therefore, no provision has been recorded in the accompanying basic financial statements for such contingencies.

**CITY OF MANOR, TEXAS**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**YEAR ENDED SEPTEMBER 30, 2022**

Item 9.

**N. COMMITMENTS AND CONTINGENCIES - CONTINUED**

**Litigation**

The City is subject to certain legal proceedings in the normal course of operations. In the opinion of management, the aggregate liability, if any, with respect to potential legal actions will not materially adversely affect the City's financial position, results of operations, or cash flows.

**Arbitrage Rebates**

The City invests portions of bond proceeds during construction of related projects and as reserves for debt retirement after construction is complete. Any interest earned on invested bond proceeds over interest paid on bonds must be paid back to the federal government every five years. As of September 30, 2022, the City's arbitrage liability was \$0.

**O. SUBSEQUENT EVENTS**

On February 15, 2023, the City entered into an agreement with a Contractor to work on the Bell Farms and Presidential Glen Lift Station Improvements Project. This project has a contracted amount of \$1,731,127.

On March 1, 2023, the City entered into financing agreements for vehicles totaling \$588,317 at 5.47% fixed interest rate with yearly payments of \$137,657 due in March.

**REQUIRED SUPPLEMENTARY INFORMATION**





**CITY OF MANOR, TEXAS**  
**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES**  
**BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS) - GENERAL FUND**  
**YEAR ENDED SEPTEMBER 30, 2022**

Item 9.

	<b>Budget</b>	<b>Final Budget</b>	<b>Actual</b>	<b>Variance Favorable (Unfavorable)</b>
<b>REVENUES</b>				
Property taxes	\$ 7,411,430	\$ 7,409,652	\$ 7,438,755	\$ 29,103
Sales taxes	1,932,496	2,381,579	2,445,670	64,091
Franchise taxes	589,511	839,133	839,132	(1)
Other taxes	15,705	32,010	32,010	-
Licenses and permits	1,886,197	3,554,579	3,554,654	75
Charge for services	1,117,130	1,470,041	1,470,041	-
Court and police	444,756	565,334	562,555	(2,779)
Public safety	215,954	139,892	139,901	9
Interest	100,000	157,023	157,023	-
Other	562,260	3,430,655	740,132	(2,690,523)
Total revenues	<u>14,275,439</u>	<u>19,979,898</u>	<u>17,379,873</u>	<u>(2,600,025)</u>
<b>EXPENDITURES</b>				
General government	4,475,702	4,268,386	4,246,510	21,876
Public safety	5,060,564	4,673,248	4,673,053	195
Streets	1,510,405	1,888,143	1,888,125	18
Municipal court	707,874	454,791	454,757	34
Development services	925,425	999,397	999,396	1
Sanitation	1,350,000	1,421,286	1,421,286	-
Capital outlay	245,470	99,527	99,527	-
Debt payments	-	-	-	-
Interest	-	-	-	-
Total expenditures	<u>14,275,440</u>	<u>13,804,778</u>	<u>13,782,654</u>	<u>22,124</u>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>				
	<u>(1)</u>	<u>6,175,120</u>	<u>3,597,219</u>	<u>(2,577,901)</u>
<b>OTHER FINANCING SOURCES (USES)</b>				
Capital grants and contributions	-	-	-	-
Transfers (to) from other funds:	-	-	-	-
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>NET CHANGE IN FUND BALANCE</b>				
	(1)	6,175,120	3,597,219	(2,577,901)
<b>FUND BALANCE - BEGINNING OF YEAR</b>				
	10,988,945	10,988,945	10,988,945	-
<b>FUND BALANCE - END OF YEAR</b>				
	<u>\$ 10,988,944</u>	<u>\$ 17,164,065</u>	<u>\$ 14,586,164</u>	<u>\$ (2,577,901)</u>

**CITY OF MANOR, TEXAS**  
**NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**  
**YEAR ENDED SEPTEMBER 30, 2022**

Item 9.

**A. GENERAL FUND BUDGETARY ANALYSIS**

**Budgetary Information**

The City Council adopts an annual budget prepared on a non-GAAP cash basis. City management may transfer part or all of any unencumbered appropriation balance within specific categories (i.e., personnel, operations, supplies, or capital outlay) within programs; however, any revisions that alter the total expenditures of the categories must be approved by the City Council. The City, for management purposes, adopts budgets for all funds. Legal budgets are also adopted for all funds, and the legal level of control is the fund level.

Capital projects are funded through capital grants or general obligation debt authorized for specific purposes.

All unused appropriations, except appropriations for capital expenditures, lapse at the close of the fiscal year to the extent they have not been expended or encumbered. An appropriation for capital expenditures shall continue in force until the purpose for which it was made is accomplished or abandoned. No supplemental budgetary appropriations occurred in the debt service fund or in the general fund. Revised budgets, if any, are used for budget versus actual comparisons.

**B. BUDGET VERSUS ACTUAL RESULTS**

Operating revenues in the general fund were less than budgeted by \$2,600,025, and operating expenditures were more than budgeted by \$22,124, resulting in an overall unfavorable operating variance of \$2,577,901. Due to favorable operating results, there was an overall increase in fund balance of \$3,597,219 for the City's general fund.

**CITY OF MANOR, TEXAS**  
**REQUIRED SUPPLEMENTAL INFORMATION**  
**SCHEDULE OF CHANGES IN THE CITY'S NET PENSION ASSET/LIABILITY**  
**AND RELATED RATIOS**  
**LAST TEN YEARS\***  
**(Unaudited)**

Item 9.

	<u>2022</u>	<u>2021</u>
<b>Total Pension Liability (Asset)</b>		
Service cost	\$ 605,221	\$ 599,998
Interest on total pension liability	426,594	383,525
Change in benefit terms including substantively automatic status	-	-
Effect of plan changes	-	-
Difference between expected and actual experience	57,592	(196,958)
Effect of assumptions changes or inputs	-	-
Benefit payments, including refunds of employee contributions	(198,170)	(104,072)
Net change in total pension liability (asset)	<u>891,237</u>	<u>682,493</u>
Total pension liability (asset), beginning	<u>6,116,381</u>	<u>5,433,888</u>
Total pension liability (asset), ending (a)	<u><u>\$ 7,007,618</u></u>	<u><u>\$ 6,116,381</u></u>
<b>Fiduciary Net Position</b>		
Employer contributions	\$ 418,118	\$ 430,394
Employee contributions	334,112	330,708
Net investment income	663,540	312,881
Benefit payments, including refunds of employee contributions	(198,170)	(104,072)
Administrative expenses	(3,063)	(2,019)
Other	21	(81)
Net change in fiduciary net position	<u>1,214,558</u>	<u>967,811</u>
Fiduciary net position, beginning	<u>5,078,137</u>	<u>4,110,326</u>
Fiduciary net position, ending (b)	<u><u>\$ 6,292,695</u></u>	<u><u>\$ 5,078,137</u></u>
Net pension liability (asset), ending = (a) - (b)	<u><u>\$ 714,923</u></u>	<u><u>\$ 1,038,244</u></u>
Fiduciary net position as a % of total pension liability (asset)	89.80%	83.03%
Covered employee payroll	\$ 4,773,033	\$ 4,724,397
Net pension liability (asset) as a % of covered employee payroll	14.98%	21.98%

\* Fiscal year 2015 was the first year of implementation, therefore only eight years are shown.

2020	2019	2018	2017	2016	2015
\$ 550,557	\$ 473,885	\$ 312,499	\$ 263,418	\$ 217,127	\$ 131,462
327,129	276,744	169,207	144,524	122,699	103,455
-	1,049,303	-	-	-	-
-	-	-	-	-	25,647
28,739	22,226	39,102	11,751	14,209	26,291
(7,557)	-	-	-	68,829	-
(72,110)	(57,375)	(57,953)	(99,189)	(16,304)	(41,958)
826,758	1,764,783	462,855	320,504	406,560	244,897
4,607,130	2,842,347	2,379,492	2,058,988	1,652,428	1,407,531
<u>\$ 5,433,888</u>	<u>\$ 4,607,130</u>	<u>\$ 2,842,347</u>	<u>\$ 2,379,492</u>	<u>\$ 2,058,988</u>	<u>\$ 1,652,428</u>
\$ 384,826	\$ 160,213	\$ 145,755	\$ 96,836	\$ 81,392	\$ 42,366
303,696	187,603	171,891	144,102	126,237	100,392
468,829	(84,618)	312,128	133,631	2,638	91,356
(72,110)	(57,375)	(57,953)	(99,189)	(16,304)	(41,958)
(2,645)	(1,635)	(1,619)	(1,511)	(1,607)	(953)
(79)	(85)	(82)	(81)	(79)	(78)
1,082,517	204,103	570,120	273,788	192,277	191,125
3,027,809	2,823,706	2,253,586	1,979,798	1,787,521	1,596,396
<u>\$ 4,110,326</u>	<u>\$ 3,027,809</u>	<u>\$ 2,823,706</u>	<u>\$ 2,253,586</u>	<u>\$ 1,979,798</u>	<u>\$ 1,787,521</u>
<u>\$ 1,323,562</u>	<u>\$ 1,579,321</u>	<u>\$ 18,641</u>	<u>\$ 125,906</u>	<u>\$ 79,190</u>	<u>\$ (135,093)</u>
75.64%	65.72%	99.34%	94.71%	96.15%	108.18%
\$ 4,338,512	\$ 3,752,058	\$ 3,437,829	\$ 2,882,032	\$ 2,524,736	\$ 2,007,847
30.51%	42.09%	0.54%	4.37%	3.14%	-6.73%

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**CITY OF MANOR, TEXAS  
TEXAS MUNICIPAL RETIREMENT SYSTEM  
SCHEDULE OF FUNDING PROGRESS  
(Unaudited)**

Item 9.

Actuarial Valuation Date	(a) Actuarial Value of Assets	(b) Actuarial Accrued Liability (AAL)	(c) Funded Ratio (a)/(b)	(d) Unfunded AAL (UAAL) (b) - (a)	(e) Covered Payroll	(f) UAAL as a Percentage of Covered Payroll (d)/(e)
12/31/2019	\$ 4,110,326	\$ 5,433,888	75.6%	\$ 1,323,562	\$ 4,338,512	30.5%
12/31/2020	5,078,137	6,116,381	83.0%	1,038,244	4,724,397	22.0%
12/31/2021	6,292,696	7,007,618	89.8%	714,922	4,773,033	15.0%

**CITY OF MANOR, TEXAS**  
**REQUIRED SUPPLEMENTAL INFORMATION**  
**SCHEDULE OF CHANGES IN THE CITY'S TOTAL OPEB ASSET/LIABILITY**  
**AND RELATED RATIOS**  
**LAST TEN YEARS\***  
**(Unaudited)**

Item 9.

	<u>2022</u>	<u>2021</u>	<u>2020</u>
<b>Total OPEB Liability (Asset)</b>			
Service cost	\$ 13,842	\$ 10,866	\$ 6,508
Interest on total OPEB liability	1,926	2,241	2,089
Effect of plan changes	-	-	-
Difference between expected and actual experience	(2,418)	(15,733)	(1,673)
Effect of assumptions changes or inputs	4,482	16,427	16,515
Benefit payments	<u>(477)</u>	<u>(472)</u>	<u>(434)</u>
Net change in total OPEB liability (asset)	17,355	13,329	23,005
Total OPEB liability (asset), beginning	<u>89,615</u>	<u>76,286</u>	<u>53,281</u>
Total OPEB liability (asset), ending (a)	<u>\$ 106,970</u>	<u>\$ 89,615</u>	<u>\$ 76,286</u>
Covered payroll	\$ 4,773,033	\$ 4,724,397	\$ 4,338,512
Net OPEB liability (asset) as a % of covered payroll	2.24%	1.90%	1.76%

\* Fiscal year 2018 was the first year of implementation, therefore only five years are shown.

**CITY OF MANOR, TEXAS**  
**REQUIRED SUPPLEMENTAL INFORMATION**  
**SCHEDULE OF CHANGES IN THE CITY'S TOTAL OPEB ASSET/LIABILITY**  
**AND RELATED RATIOS**  
**LAST TEN YEARS\***  
**(Unaudited)**

Item 9.

2019	2018
\$ 6,003	\$ 4,813
1,860	1,648
-	-
(2,490)	-
(5,293)	5,549
-	-
80	12,010
53,201	41,191
\$ 53,281	\$ 53,201

\$ 3,752,058	\$ 3,437,829
1.42%	1.55%



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**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL  
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON  
AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN  
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

To the Honorable Mayor and  
Members of the City Council  
City of Manor, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Manor, Texas (the City), as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated May 9, 2023.

**Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

## Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

## Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Austin, Texas  
May 9, 2023

**CITY OF MANOR, TEXAS  
SCHEDULE OF FINDINGS AND RESPONSES  
YEAR ENDED SEPTEMBER 30, 2022**

Item 9.

Financial Statement Findings

None

**CITY OF MANOR, TEXAS  
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS  
YEAR ENDED SEPTEMBER 30, 2022**

Item 9.

Prior Audit Findings

None



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** June 7, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a resolution creating the Mustang Valley Public Improvement District (PID).

**BACKGROUND/SUMMARY:**

On October 27, 2021, KB Home Lonestar Inc. (“Developer”) and the City entered into a Development Agreement for a master-planned residential community on an approximately 137-acre tract with the intent to create a PID. The attached resolution is provided for City Council consideration to create the Mustang Valley PID.

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

- Resolution No. 2023-22

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve Resolution No. 2023-22 creating the Mustang Valley Public Improvement District (PID).

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

**RESOLUTION NO. 2023-22**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS AUTHORIZING AND CREATING THE MUSTANG VALLEY PUBLIC IMPROVEMENT DISTRICT WITHIN THE CITY OF MANOR, TEXAS IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Manor, Texas (the “City”) is authorized by Chapter 372, Texas Local Government Code, as amended (the “Act”) to create a public improvement district within its corporate limits and its extraterritorial jurisdiction and to levy special assessments against property within the district to pay the costs of public improvement projects that confer a special benefit on property within the district; and

**WHEREAS**, on June 14, 2022, KB Home Lone Star Inc., a Texas corporation (the “Petitioner”), submitted and filed with the City Secretary of the City (the “City Secretary”) pursuant to the Act a “Petition to Establish Mustang Valley Public Improvement District” (the “Petition”) requesting the establishment of a public improvement district covering approximately 136.904 acres described in the Petition, and is more particularly described by metes and bounds in Exhibit “A” and depicted in Exhibit “B” (the “Property”) each attached hereto and incorporated herein for all purposes, to be known as the Mustang Valley Public Improvement District (the “District”); and

**WHEREAS**, Petitioner represents that they constitute (i) the owners of taxable real property representing more than fifty percent (50%) of the appraised value of taxable real property liable for assessment under the proposal in the Petition, as determined by the current roll of the appraisal district in which the property is located and (ii) the record owners of real property liable for assessment under the proposal who: (A) constitute more than fifty percent (50%) of all record owners of property that is liable for assessment under the proposal in the Petition; or (B) own taxable real property that constitutes more than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal in the Petition, within the corporate limits of the City. It is further asserted that Petitioner includes the intended successors in interest to certain owners of taxable real property within the area proposed for the District and who will be responsible for the assessments against the property within the District; and

**WHEREAS**, the Act states that a Petition to create a public improvement district is sufficient if signed by owners of more than fifty percent (50%) of the taxable real property, according to appraised value, and either of the following: more than fifty percent (50%) of the area of all taxable real property liable for assessment under the proposal, or more than fifty percent (50%) of all record owners of property liable for assessment; and

**WHEREAS**, Petitioners estimate the cost of the proposed public improvements is \$28,000,000.00 (including issuance and other financing costs) and that said cost will be recovered through an assessment against property in the District which will result in each parcel paying its fair share of the costs of public improvements based on the special benefits received by the property; and

**WHEREAS**, the City Council of Manor, Texas (the “City Council”) has investigated and determined that the facts contained in the Petition are true and correct; and

**WHEREAS**, after publishing notice in an official newspaper of general circulation in the City and mailing notice of the hearing, all as required by and in conformity with the Act, the City Council, conducted a public hearing on the advisability of the improvements and services on June 7, 2023; and

**WHEREAS**, after all persons having an interest in the creation of the District were given the opportunity to be heard, the City Council closed the public hearing; and

**WHEREAS**, the Petition, has been examined, verified, and found to meet the requirements of Section 372.005(b) of the Act and to be sufficient for consideration by the City Council; and

**WHEREAS**, the City Council has determined that the approval of this Resolution is in the best interests of the City and its residents.

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

**SECTION 1.** The City Council hereby approves the recitals contained in the preamble of this Resolution and finds that all the recitals are true and correct and incorporate the same in the body of this Resolution as findings of fact.

**SECTION 2.** The Petition submitted to the City by the Petitioner was filed with the City Secretary and complies with Section 372.005 of the Act.

**SECTION 3.**Pursuant to the requirements of the Act, including, without limitation, Sections 372.006, 372.009(a), 372.009(b), and 372.010, the City Council, after considering the Petition and the evidence and testimony presented at the public hearing, hereby finds and declares:

- (a) Advisability of the Proposed Improvements. It is advisable to create the District to provide the Authorized Improvements (as defined below) described in the Petition and this Resolution. The Authorized Improvements will promote the interests of the City and will confer a special benefit on the District.
- (b) General Nature of the Proposed Improvements. The purposes of the District include the design, acquisition, construction, and improvement of public improvement projects authorized by the Act. The general nature of the proposed public improvements to be provided by the District that are necessary for the development of the Property within the District, in phases, may include, without limitation: (1) landscaping; (2) erection of fountains, distinctive lighting, and signs; (3) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of-way, including related landscaping, lighting, traffic control devices, screening walls and retaining walls; (4) construction or improvement of pedestrian malls; (5) acquisition and installation of pieces of art; (6) acquisition, construction, or improvement of off-street parking facilities; (7) acquisition,



construction, or improvement of water, wastewater, or drainage facilities or improvements; (8) the establishment or improvement of parks; (9) projects similar to those listed in (1)-(8); (10) acquisition, by purchase or otherwise, of real property or contract rights in connection with an authorized improvement; (11) special supplemental and maintenance services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, roadways, public safety, security, business recruitment, development, recreation, and cultural enhancement; and (12) the payment of expenses incurred in the establishment, administration, and operation of the District, including maintenance costs, costs of issuance, funding debt service and capitalized interest reserves and credit enhancement fees of any bonds issued by or on behalf of the District, if necessary (collectively, the “Authorized Improvements”). These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property within the District.

- (c) Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire and construct the Authorized Improvements is \$28,000,000.00 (including bond issuance and other financing costs). The City will determine what amount or portion of the costs will be paid by assessment of the property owners within the District. Unless otherwise agreed upon by the City, the City will not be obligated to provide any funds to finance the proposed Authorized Improvements, other than from assessments levied on real property within the District. The developer of the Property (the “Developer”) may be obligated for the costs of certain specified Authorized Improvements within the District. The City and the Developer may be reimbursed for the costs of certain specified Authorized Improvements from assessments levied within the District. The Developer may also pay certain costs of the Authorized Improvements from other funds available to the Developer.
- (d) District Boundaries. The District is proposed to include approximately 136.904 acres of land generally located north of Gregg Ln, east of Fuchs Grove Rd, south of Schmidt Ln and west of FM 973 and within the corporate limits of the City, as more particularly described in Exhibit “A” attached hereto, and as depicted in Exhibit “B” attached hereto.
- (e) Proposed Method of Assessment. An assessment methodology will be prepared that will address: (i) how the costs of the Authorized Improvements financed with the assessments are assessed against the property in the District, (ii) the assessments to be collected each year, and (iii) reduction of the assessments for costs savings (pursuant to the annual review of the service plan for the District). Additionally, a report will be prepared showing the special benefits accruing to property in the District and how the costs of the Authorized Improvements are assessed to property on the basis of the special benefits. The result will be that equal shares of the costs will be imposed on property similarly benefited. The assessment methodology will result in each parcel paying its fair share of the costs of the Authorized Improvements provided with the assessments based on the special benefits received by the property from the Authorized Improvements and property equally situated paying equal shares of the costs of the

Authorized Improvements.

- (f) Proposed Apportionment of Cost between the District and the City. Authorization and creation of the District will not obligate the City to provide any funds to finance the Authorized Improvements. No City property in the District shall be assessed. All of the costs of the Authorized Improvements will be paid from assessments levied on the Property within the District and from other funds, if any, available to the District.
- (g) Management of the District. The District shall be managed by the City. The City may contract with a consultant or third-party administrator, who shall, from time to time, advise the City regarding certain operations of the District.
- (h) Advisory Body. The District shall be managed without the creation of an advisory body. The City Council reserves the right to appoint an advisory body in the future.

**SECTION 4.** The Mustang Valley Public Improvement District is hereby authorized and created as a public improvement district under the Act in accordance with the findings as to the advisability of the Authorized Improvements contained in this Resolution, which authorization shall take effect on the date of adoption of this Resolution. The District shall be subject to the terms, conditions, limitations, and reservations contained in the findings of Section 3 of this Resolution. The Authorized Improvements described in the Petition and Section 3 of this Resolution are authorized to be made in accordance with the service and assessment plan for the Mustang Valley Public Improvement District to be approved by City Council at a future meeting.

**SECTION 5.** The District can be terminated as provided by law or as provided in that certain Agreement Regarding the Dissolution of the Mustang Valley Public Improvement District dated \_\_\_\_\_, 2023 (the "Dissolution Agreement"). Subject to the last sentence of this Section 5, the power of the City to continue to levy and collect assessments within the District pursuant to the Act will cease and the District will be dissolved following the date that a petition requesting dissolution is filed with the City Secretary of the City of Manor and the petition contains signatures of at least the number of property owners in the District to make the petition sufficient for creation of a public improvement district as provided in Section 372.005(b) of the Act, and a public hearing has been held by the City Council as described in Section 372.011 of the Act. If the District is dissolved, the District shall remain in effect for the purpose of meeting obligations of indebtedness for the Authorized Improvements.

**SECTION 6.** This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

**SECTION 7.** If any section, article, paragraph, sentence, clause, phrase or word in this Resolution or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution; and the City Council hereby declares it would have passed such remaining portions of the Resolution despite such invalidity, which remaining portions shall remain in full force and effect.

**SECTION 8.** The City Secretary is directed to give notice of the authorization for the establishment of the District by recording this Resolution in the Official Public Records of Travis County, Texas on or before the seventh day after the passage of this Resolution.

**SECTION 9.** It is officially found, determined and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

**SECTION 10.** This Resolution shall be in full force and effect from and after its passage, and it is accordingly so resolved.

**PASSED AND ADOPTED** by the City Council of Manor, Texas, at a regular meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, at which a quorum was present, and for which due notice was given pursuant to Government Code, Chapter 551.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

\_\_\_\_\_  
Lluvia T. Almaraz, City Secretary  
City of Manor, Texas

[CITY SEAL]

**AFTER RECORDING RETURN TO:**  
City of Manor, Texas  
Attn: City Secretary  
105 E. Eggleston Street  
Manor, TX 78653

**EXHIBIT "A"**  
**METES AND BOUNDS DESCRIPTION OF THE PROPERTY**

42.921 ACRES  
 (1,869,634 SQ. FT.)  
 SUMNER BACON SURVEY, ABSTRACT NO. 63  
 TRAVIS COUNTY TEXAS  
 HOLLEY TRACT

**FIELD NOTES**

**BEING ALL OF THAT CERTAIN 42.921 ACRE (1,869,634 SQ. FT.) TRACT OF LAND SITUATED IN THE SUMNER BACON SURVEY, ABSTRACT NUMBER 63, SITUATED IN TRAVIS COUNTY, TEXAS, SAID LAND BEING MORE PARTICULARLY DESCRIBED AS ALL OF A CALLED 25.585 ACRE TRACT OF LAND CONVEYED TO ROBERT AND LINDSEY SMITH IN DOCUMENT NUMBER 2016022747 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND THE REMAINDER OF A CALLED 29.682 ACRE TRACT OF LAND CONVEYED TO ROBERT AND LINDSEY SMITH IN DOCUMENT NUMBER 2016022751 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 42.921 ACRE (1,869,634 SQ. FT.) TRACT OF LAND, BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING**, at a 1/2 inch iron rod found, being in the south right-of-way line of Anderson Road (R.O.W. Varies), also being in the southeast line of a called 40.00 acre tract of land conveyed to Kenneth and Joyce Sprinkles in Volume 8947, Page 802 of the Real Property Records of Travis County, Texas, being also a northwest corner of said 25.585 acre tract for a northwest corner and the **POINT OF BEGINNING** of the herein described tract of land,

**THENCE**, with the common line of said 25.585 acre tract and said Anderson Road (ROW Varies), the following two (2) courses and distances, numbered 1 and 2

- 1.) N62°25'38"E, a distance of 55.03 feet to a 1/2 inch iron rod found, for corner, and
- 2.) S63°17'54"E, a distance of 5.96' to a 1/2 inch capped iron rod set stamped "CBD SETSTONE", for corner, being the westernmost corner of a called 35.469 acre tract conveyed to Hau Wu and Lanfang Zhang in Document Number 2014104874 of the Official Public Records of Travis County, Texas, from which a 1/2 inch iron rod found bears N27°03'02"E, a distance of 1034.56 feet, being the northernmost corner of said 35.469 acre tract, also being the westernmost corner of a called 12.000 acre tract of land conveyed to Olmer Orellana in Document Number 2014160204 of the Official Public Records of Travis County, Texas

**THENCE**, with the common line of said 25.585 acre tract and said 35.469 acre tract the following three (3) courses and distances, numbered 1 through 3,

- 1.) S61°52'16"E, a distance of 742.87 feet to a 1/2 capped inch iron rod found, stamped "BRYAN TECH", for corner,
- 2.) S61°40'48"E, passing at a distance of 33.53 feet and 1.6 feet to the left a 1/2 inch iron rod found, and continuing for a total distance of 285.29 feet to a 1/2 capped inch iron rod found, for corner and
- 3.) S61°37'58"E, passing at a distance of 128.53 feet and 2.3 feet to the right a 1/2 inch iron rod found, and continuing for a total distance of 439.53 feet to a 4" concrete monument found, being the southernmost corner of said 35.469 acre tract, also being the westernmost corner of a called 6.789 acre tract conveyed to Vladimir M. Haviar in Document Number 2009019842 of the Official Public Records of Travis County, Texas,

**THENCE**, with the common line of said 25.585 acre tract and said 6.789 acre tract, S62°05'57"E, a distance of 162.99 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner, being the easternmost corner of said 25.585 acre tract and being also the northernmost corner of a called 14.044 acres conveyed to Don Bayer and Jimmy Bayer in Document Number 2009122122 of the Official Public Records of Travis County, Texas,

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42.921 ACRES  
(1,869,634 SQ. FT.)  
SUMNER BACON SURVEY, ABSTRACT NO. 63  
TRAVIS COUNTY TEXAS  
HOLLEY TRACT

**THENCE**, with the common line of said 25.585 acre tract, said 14.044 acre tract, and a called 19.000 acre tract conveyed to Benny Gundy in Document Number 2009017772, Official Public Records of Travis County, Texas, S51°49'49"W, passing at a distance of 690.10 feet a capped 1/2 inch iron found, being the northernmost corner of said 19.000 acre tract, same being the westernmost corner of said 14.044 acre tract and continuing for a total distance of 828.24 feet to a capped 1/2 inch iron rod found, being a northwest corner of said 19.000 acre tract, same being a northeast corner of a called 12.334 acre tract conveyed to The Layla Trust in Document Number 2020009667 of the Official Public Records of Travis County, Texas, for corner,

**THENCE**, with the common line of said 25.585 acre tract and said 12.334 acre tract, N60°12'14"W, a distance of 299.26 feet to a capped 1/2 inch iron rod found, stamped "BRYAN TECH", for corner, same being the northernmost corner of said 12.334 acre tract and the westernmost corner of the remainder of said 29.682 acre tract,

**THENCE**, with the common line of said 12.334 acre tract and the remainder of said 29.682 acre tract, S27°51'07"W, a distance of 734.09 feet to a capped 1/2 inch iron rod found stamped "BRYAN TECH", for the southernmost corner of the herein described tract of land, being the westernmost corner of said 12.334 acre tract, same being the southernmost corner of the remainder of said 29.682 acre tract, and being also in the northeast line of a called 39.135 acre tract (Tract Two) conveyed to Mary Ruth Holley in Document Number 2009125123 of the Official Public Records of Travis County, Texas and described in Volume 4234, Page 732, Deed Records of Travis County, Texas

**THENCE**, with the common line of said 39.135 acre tract and the remainder of said 29.682 acre tract, N62°13'53"W, a distance of 1005.54 feet to a capped 1/2 inch iron rod found, stamped "BRYAN TECH", for the westernmost corner of the herein described tract of land, same being the northernmost corner of said 39.125 acre tract, same being the southernmost corner of the remainder of said 29.682 acre tract, and being also in the southeast line of a said 40.00 acre tract,

**THENCE**, with the common line of said 40.00 acre tract and the remainder of said 29.682 acre tract, N26°47'53"E, passing at a distance of 765.16 feet a capped 1/2 inch iron rod found, stamped "BRYAN TECH", also passing at a distance of 926.85 feet and 0.32 feet to the right of a capped 1/2 inch iron rod found, stamped "BRUSSEL", and continuing for a total distance of 1446.99 feet to the **POINT OF BEGINNING** and containing 42.921 acres (1,869,634 SQ. FT.) of land.

Surveyed by:  7/27/2021

AARON V. THOMASON, R.P.L.S. NO. 6214  
*Carlson, Brigrance and Doering, Inc.*  
REG. #100248900  
5501 West William Cannon  
Austin, TX 78749  
Ph: 512-280-5160 Fax: 512-280-5165  
[aaron@cbdeng.com](mailto:aaron@cbdeng.com)



BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203)

93.983 ACRES  
 (4,093,912 SQ. FT.)  
 SUMNER BACON SURVEY, ABSTRACT NO. 63  
 TRAVIS COUNTY TEXAS  
 HOLLEY TRACT

**FIELD NOTES**

**BEING ALL OF THAT CERTAIN 93.983 (4,093,912 SQ. FT.) ACRE TRACT OF LAND SITUATED IN THE SUMNER BACON SURVEY, ABSTRACT NUMBER 63, TRAVIS COUNTY, TEXAS, SAID LAND BEING MORE PARTICULARLY DESCRIBED AS THE REMAINDER OF A CALLED 39.135 ACRE TRACT OF LAND (TRACT ONE), THE REMAINDER OF A CALLED 39.135 ACRE TRACT OF LAND (TRACT TWO), AND THE REMAINDER OF A CALLED 20 ACRE TRACT OF LAND (TRACT THREE), CONVEYED TO MARY RUTH HOLLEY IN DOCUMENT NUMBER 2009125123 AND DOCUMENT NUMBER 2009125124, BOTH OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND DESCRIBED IN VOLUME 4234, PAGE 732, DEED RECORDS OF TRAVIS COUNTY TEXAS, SAID 93.983 ACRE (4,093,912 SQ. FT.) TRACT OF LAND, BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING**, at a 1/2 inch aluminum capped iron rod found, stamped "TXDOT" in the southwest line of said 39.135 acre Tract One, being in the west right-of way line of F.M. 973 (R.O.W. varies), same being the northeast corner of a called 75.37 acre tract conveyed to the Board of Trustees of Manor Independent School District in Document Number 2008031946 Official Public Records of Travis County Texas, for the southeast corner and **POINT OF BEGINNING** of the herein described tract of land, from which a 1/2 inch capped iron rod found, stamped "BGE" in the east right-of-way line of said F.M. 973, bears S14°48'15"E a distance of 302.09 feet,

**THENCE**, With the common line of said 39.135 acre Tract One and said 75.37 acre tract, N62°32'47"W, a distance of 2808.00 feet to a 1/2 inch capped iron rod set stamped "CBD SETSTONE", being in the northeastern line of said 75.37 acre tract, also being the southernmost corner of a called 40.00 acre tract conveyed to Kenneth and Joyce Sprinkles in Volume 8947, Page 802, Real Property Records of Travis County, Texas, for the westernmost corner of the herein described tract of land, from which a 3/4 inch iron pipe found bears N62°32'47"W, a distance of 553.37 feet, being in the southwestern line of said 40.00 acre tract, also being the northernmost corner of a 3.56 acre tract conveyed to Aqua Water Supply Corporation in Document Number 2009010572 Official Public Records of Travis County, Texas,

**THENCE**, with the northwest line of said 39.135 acre Tract One, the northwest line of said 39.135 acre Tract two, and the southeast line of said 40.00 acre tract, N26°45'24"E, passing at a distance of 3.02 feet a 1/2 inch iron rod found, continuing for a total distance of 1462.16 feet to a 1/2 inch iron rod found, being the westernmost corner of a 29.682 acre tract of land conveyed to Robert and Lindsey Smith in Document Number 2016022751, Official Public Records of Travis County, Texas, for the northernmost corner of the herein described tract of land, from which a capped 1/2 inch iron rod found, stamped "BRYAN TECH", being in the eastern line of said 40.00 acre tract, also being the westernmost corner of a 25.585 acre tract conveyed to Robert and Lindsey Smith in Document Number 2016022747, Official Public Records of Travis County, Texas also being the northernmost corner of said 29.682 acre tract, bears N26°48'38"E, a distance of 765.12 feet

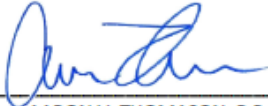
**THENCE**, continuing with the common boundary line of said 93.983 acre tract and said 29.682 acre tract, S62°13'24"E, passing at a distance of 1005.54 feet a 1/2 inch capped iron rod found stamped "BRYAN TECH" for the southernmost corner of said 29.682 acre tract, being at the westernmost corner of a called 12.334 acre tract conveyed to The Layla Trust in Document Number 2020009667, Official Public Records of Travis County, Texas, continuing for a total distance of 2809.36 feet to a 1/2 inch iron rod found in the west right-of-way line of said F.M. 973 (R.O.W. Varies), being at the southernmost corner of said 12.334 acre tract of land, same being at the beginning of a point of curvature to the right, for the easternmost corner of the herein described tract of land,

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93.983 ACRES  
(4,093,912 SQ. FT.)  
SUMNER BACON SURVEY, ABSTRACT NO. 63  
TRAVIS COUNTY TEXAS  
HOLLEY TRACT

**THENCE**, along said curve to the right, with the west right-of-way line of said F.M. 973 (R.O.W. Varies) over and across said 39.135 acre Tract Two, having an arc length of 282.38 feet, a radius of 2764.79 feet, and whose chord bears S24°12'52"W, a distance of 282.26 feet to a 1/2 inch iron rod found for corner,

**THENCE**, S27°25'41"W, with the west right-of-way line of said F.M. 973, over and across said 39.135 acre Tract Two, said 20 acre Tract Three, and said 39.135 acre Tract One, a distance of 1164.39 feet to the **POINT OF BEGINNING** and containing 93.983 acres (4,093,912 SQ. FT.) of land.

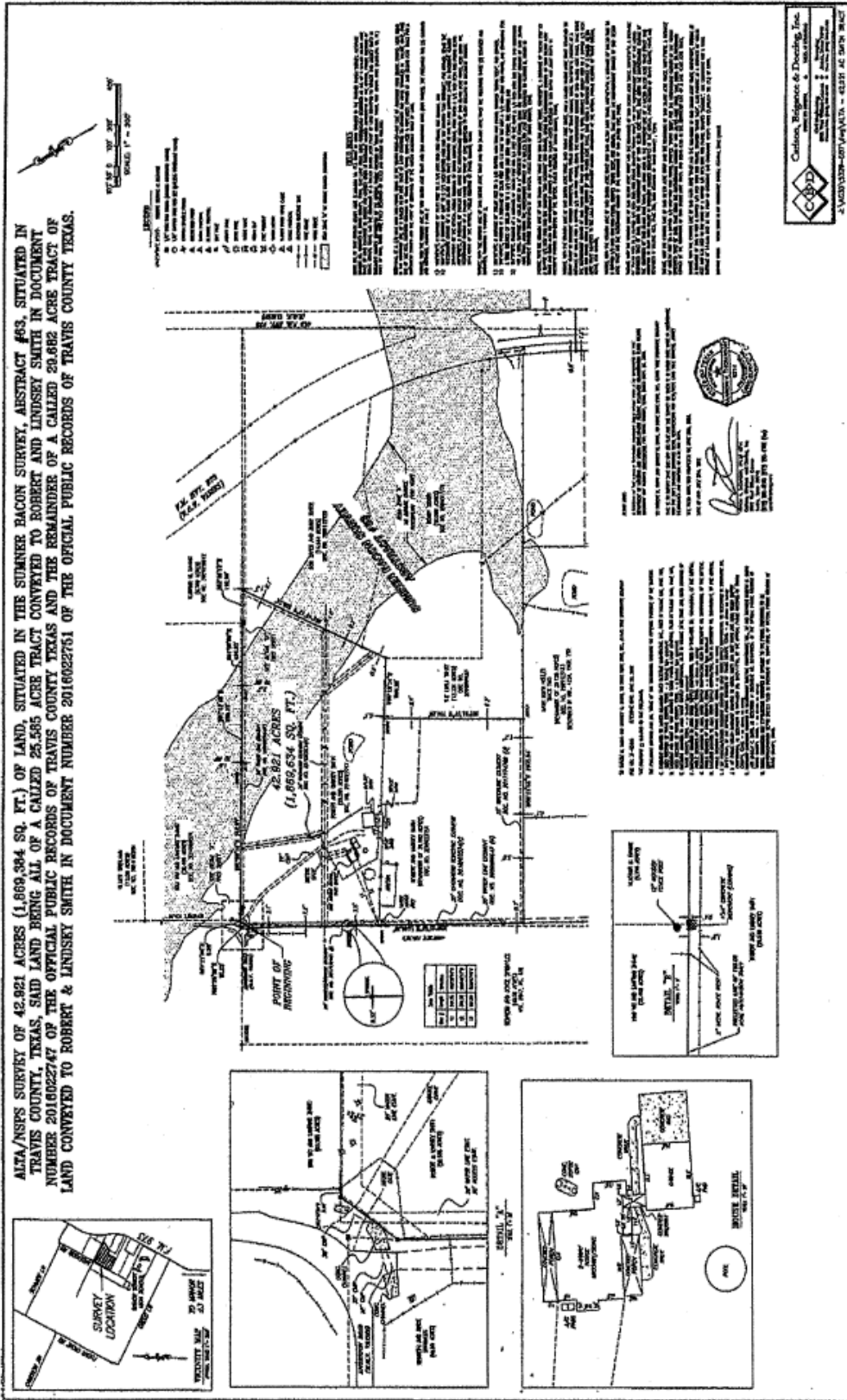
Surveyed by:  7/27/2021  
AARON V. THOMASON, R.P.L.S. NO. 6214  
*Carlson, Brigrance and Doering, Inc.*  
REG. #100248900  
5501 West William Cannon  
Austin, TX 78749  
Ph: 512-280-5160 Fax: 512-280-5165  
[aaron@cbdeng.com](mailto:aaron@cbdeng.com)

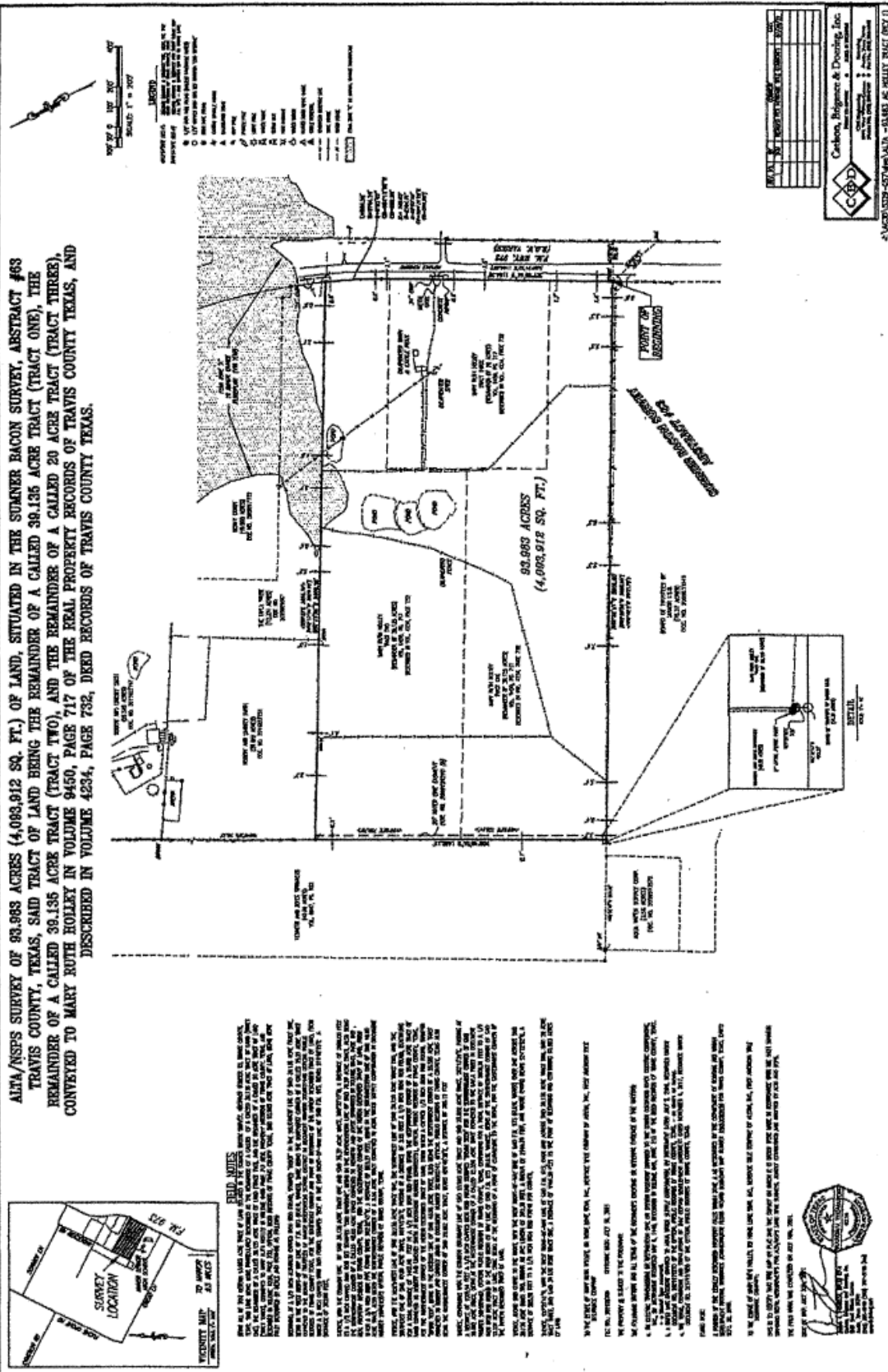


BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203)

**EXHIBIT "B"**  
**PROPERTY DEPICTION**









**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** June 7, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on an Agreement Regarding the Dissolution of the Mustang Valley Public Improvement District.

**BACKGROUND/SUMMARY:**

On October 27, 2021, KB Home Lonestar Inc. (“Developer”) and the City entered into a Development Agreement for a master-planned residential community on an approximately 137-acre tract with the intent to create a PID and provide for the parties to enter into a dissolution agreement contemporaneously with the PID creation. The dissolution agreement provides that the PID may be dissolved if the levying of assessments or bond issuance does not take place by June 8, 2026. The attached dissolution agreement is provided for City Council consideration.

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

- Dissolution Agreement

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve the Agreement Regarding the Dissolution of the Mustang Valley Public Improvement District.

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

**Agreement Regarding the Dissolution of  
the Mustang Valley Public Improvement District**

This Agreement Regarding the Dissolution of the Mustang Valley Public Improvement District (the “Agreement”) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by KB Home Lonestar Inc., a Texas corporation (the “Developer”) and the City of Manor, a Texas home rule municipality (the “City”), hereinafter sometimes referred to collectively as the “Parties.”

**Whereas**, the Developer requested the City establish the Mustang Valley Public Improvement District (the “District”) in that certain Petition to Establish Mustang Valley Public Improvement District, including any subsequent amendments (the “Petition”); and

**Whereas**, on the same date that the parties entered into this Agreement, the City approved the formation of the District over the Property described in **Exhibit A**, attached hereto and incorporated herein for all purposes, by Resolution No. \_\_\_\_\_, as it may be amended from time to time (the “Resolution”); and

**Whereas**, the Developer has requested the City to issue bonds to assist with the financing of certain public improvements identified in the Resolution (the “PID Bonds”); and

**Whereas**, the Parties desire to provide for the dissolution of the District if special assessments are not levied or the PID Bonds are not issued by the deadline set forth herein;

**NOW, THEREFORE**, for and in consideration of the above recitals and the terms, conditions and agreements stated in this Agreement, the Parties agree as follows:

1. The recitals set forth above are incorporated herein and made a part of this Agreement for all purposes.
2. The Developer agrees that this Agreement constitutes Developer’s petition to dissolve the District under Section 372.011, Texas Local Government Code, and the City is hereby authorized to dissolve the District, in the event that the first issuance of PID Bonds or a levy of special assessments does not occur by June 8, 2026 (the “Authorization”). The Developer will not oppose the City’s dissolution of the District undertaken in accordance with this Agreement and will cooperate with the City to cause the District to be dissolved.
3. The Authorization shall terminate and expire upon the earlier of (i) the levy of special assessments or (ii) the first issuance of the PID Bonds.
4. This Agreement shall be a covenant running with the land and shall be binding upon future owners of the Property or portions thereof and shall further be binding upon and inure to the benefit of the parties, and their successors and assigns. Developer shall cause any person or entity to whom Developer transfers the Property or any portion thereof (the “Subsequent Owner”) to execute a document containing language substantially similar to that set forth in paragraph 2 granting the City the authorization

to dissolve the District as provided in paragraph 2. Developer shall provide the City with a copy of said document within three (3) business days of signing.

- 5. This Agreement may be amended only by a written instrument executed by all the parties. Upon satisfaction of one of the conditions set forth in paragraph 2, the City will execute an instrument confirming the termination and expiration of this Agreement so that it can be recorded in the Official Public Records of Travis County, Texas.
- 6. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws provisions, and venue shall lie in Travis County, Texas.
- 7. It is acknowledged and agreed by the parties that time is of the essence in the performance of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement and this Agreement is effective as of the first date indicated above.

**CITY:**

**City of Manor, Texas**  
a Texas home rule municipal corporation

Attest:

By: \_\_\_\_\_  
Name: Lluvia T. Almaraz  
Title: City Secretary

By: \_\_\_\_\_  
Name: Dr. Christopher Harvey  
Title: Mayor

**THE STATE OF TEXAS           §**  
**COUNTY OF TRAVIS           §**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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

**DEVELOPER:**

**KB Home Lonestar Inc.,**  
a Texas corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS           §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a Texas  
\_\_\_\_\_, on behalf of said company.

\_\_\_\_\_  
Notary Public, State of Texas

**AFTER RECORDING RETURN TO:**

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

## Exhibit A Property Description

42.921 ACRES  
(1,869,634 SQ. FT.)  
SUMNER BACON SURVEY, ABSTRACT NO. 63  
TRAVIS COUNTY TEXAS  
HOLLEY TRACT

### FIELD NOTES

BEING ALL OF THAT CERTAIN 42.921 ACRE (1,869,634 SQ. FT.) TRACT OF LAND SITUATED IN THE SUMNER BACON SURVEY, ABSTRACT NUMBER 63, SITUATED IN TRAVIS COUNTY, TEXAS, SAID LAND BEING MORE PARTICULARLY DESCRIBED AS ALL OF A CALLED 25.585 ACRE TRACT OF LAND CONVEYED TO ROBERT AND LINDSEY SMITH IN DOCUMENT NUMBER 2016022747 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND THE REMAINDER OF A CALLED 29.682 ACRE TRACT OF LAND CONVEYED TO ROBERT AND LINDSEY SMITH IN DOCUMENT NUMBER 2016022751 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 42.921 ACRE (1,869,634 SQ. FT.) TRACT OF LAND, BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, at a 1/2 inch iron rod found, being in the south right-of-way line of Anderson Road (R.O.W. Varies), also being in the southeast line of a called 40.00 acre tract of land conveyed to Kenneth and Joyce Sprinkles in Volume 8947, Page 802 of the Real Property Records of Travis County, Texas, being also a northwest corner of said 25.585 acre tract for a northwest corner and the **POINT OF BEGINNING** of the herein described tract of land,

**THENCE**, with the common line of said 25.585 acre tract and said Anderson Road (ROW Varies), the following two (2) courses and distances, numbered 1 and 2

- 1.) N62°25'38"E, a distance of 55.03 feet to a 1/2 inch iron rod found, for corner, and
- 2.) S63°17'54"E, a distance of 5.96' to a 1/2 inch capped iron rod set stamped "CBD SETSTONE", for corner, being the westernmost corner of a called 35.469 acre tract conveyed to Hau Wu and Lanfang Zhang in Document Number 2014104874 of the Official Public Records of Travis County, Texas, from which a 1/2 inch iron rod found bears N27°03'02"E, a distance of 1034.56 feet, being the northernmost corner of said 35.469 acre tract, also being the westernmost corner of a called 12.000 acre tract of land conveyed to Olmer Orellana in Document Number 2014160204 of the Official Public Records of Travis County, Texas

**THENCE**, with the common line of said 25.585 acre tract and said 35.469 acre tract the following three (3) courses and distances, numbered 1 through 3,

- 1.) S61°52'16"E, a distance of 742.87 feet to a 1/2 capped inch iron rod found, stamped "BRYAN TECH", for corner,
- 2.) S61°40'48"E, passing at a distance of 33.53 feet and 1.6 feet to the left a 1/2 inch iron rod found, and continuing for a total distance of 285.29 feet to a 1/2 capped inch iron rod found, for corner and
- 3.) S61°37'58"E, passing at a distance of 128.53 feet and 2.3 feet to the right a 1/2 inch iron rod found, and continuing for a total distance of 439.53 feet to a 4" concrete monument found, being the southernmost corner of said 35.469 acre tract, also being the westernmost corner of a called 6.789 acre tract conveyed to Vladimir M. Haviar in Document Number 2009019842 of the Official Public Records of Travis County, Texas,

**THENCE**, with the common line of said 25.585 acre tract and said 6.789 acre tract, S62°05'57"E, a distance of 162.99 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner, being the easternmost corner of said 25.585 acre tract and being also the northernmost corner of a called 14.044 acres conveyed to Don Bayer and Jimmy Bayer in Document Number 2009122122 of the Official Public Records of Travis County, Texas,

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42.921 ACRES  
(1,869,634 SQ. FT.)  
SUMNER BACON SURVEY, ABSTRACT NO. 63  
TRAVIS COUNTY TEXAS  
HOLLEY TRACT


**THENCE**, with the common line of said 25.585 acre tract, said 14.044 acre tract, and a called 19.000 acre tract conveyed to Benny Gundy in Document Number 2009017772, Official Public Records of Travis County, Texas, S51°49'49"W, passing at a distance of 690.10 feet a capped 1/2 inch iron found, being the northernmost corner of said 19.000 acre tract, same being the westernmost corner of said 14.044 acre tract and continuing for a total distance of 828.24 feet to a capped 1/2 inch iron rod found, being a northwest corner of said 19.000 acre tract, same being a northeast corner of a called 12.334 acre tract conveyed to The Layla Trust in Document Number 2020009667 of the Official Public Records of Travis County, Texas, for corner,

**THENCE**, with the common line of said 25.585 acre tract and said 12.334 acre tract, N60°12'14"W, a distance of 299.26 feet to a capped 1/2 inch iron rod found, stamped "BRYAN TECH", for corner, same being the northernmost corner of said 12.334 acre tract and the westernmost corner of the remainder of said 29.682 acre tract,

**THENCE**, with the common line of said 12.334 acre tract and the remainder of said 29.682 acre tract, S27°51'07"W, a distance of 734.09 feet to a capped 1/2 inch iron rod found stamped "BRYAN TECH", for the southernmost corner of the herein described tract of land, being the westernmost corner of said 12.334 acre tract, same being the southernmost corner of the remainder of said 29.682 acre tract, and being also in the northeast line of a called 39.135 acre tract (Tract Two) conveyed to Mary Ruth Holley in Document Number 2009125123 of the Official Public Records of Travis County, Texas and described in Volume 4234, Page 732, Deed Records of Travis County , Texas

**THENCE**, with the common line of said 39.135 acre tract and the remainder of said 29.682 acre tract, N62°13'53"W, a distance of 1005.54 feet to a capped 1/2 inch iron rod found, stamped "BRYAN TECH", for the westernmost corner of the herein described tract of land, same being the northernmost corner of said 39.125 acre tract, same being the southernmost corner of the remainder of said 29.682 acre tract, and being also in the southeast line of a said 40.00 acre tract,

**THENCE**, with the common line of said 40.00 acre tract and the remainder of said 29.682 acre tract, N26°47'53"E, passing at a distance of 765.16 feet a capped 1/2 inch iron rod found, stamped "BRYAN TECH", also passing at a distance of 926.85 feet and 0.32 feet to the right of a capped 1/2 inch iron rod found, stamped "BRUSSEL", and continuing for a total distance of 1446.99 feet to the **POINT OF BEGINNING** and containing 42.921 acres (1,869,634 SQ. FT.) of land.

Surveyed by:  7/27/2021  
AARON V. THOMASON, R.P.L.S. NO. 6214  
**Carlson, Brigrance and Doering, Inc.**  
REG. #100248900  
5501 West William Cannon  
Austin, TX 78749  
Ph: 512-280-5160 Fax: 512-280-5165  
[aaron@cbdeng.com](mailto:aaron@cbdeng.com)



BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203)

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93.983 ACRES  
 (4,093,912 SQ. FT.)  
 SUMNER BACON SURVEY, ABSTRACT NO. 63  
 TRAVIS COUNTY TEXAS  
 HOLLEY TRACT

#### FIELD NOTES

BEING ALL OF THAT CERTAIN 93.983 (4,093,912 SQ. FT.) ACRE TRACT OF LAND SITUATED IN THE SUMNER BACON SURVEY, ABSTRACT NUMBER 63, TRAVIS COUNTY, TEXAS, SAID LAND BEING MORE PARTICULARLY DESCRIBED AS THE REMAINDER OF A CALLED 39.135 ACRE TRACT OF LAND (TRACT ONE), THE REMAINDER OF A CALLED 39.135 ACRE TRACT OF LAND (TRACT TWO), AND THE REMAINDER OF A CALLED 20 ACRE TRACT OF LAND (TRACT THREE), CONVEYED TO MARY RUTH HOLLEY IN DOCUMENT NUMBER 2009125123 AND DOCUMENT NUMBER 2009125124, BOTH OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND DESCRIBED IN VOLUME 4234, PAGE 732, DEED RECORDS OF TRAVIS COUNTY TEXAS, SAID 93.983 ACRE (4,093,912 SQ. FT.) TRACT OF LAND, BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, at a 1/2 inch aluminum capped iron rod found, stamped "TXDOT" in the southwest line of said 39.135 acre Tract One, being in the west right-of way line of F.M. 973 (R.O.W. varies), same being the northeast corner of a called 75.37 acre tract conveyed to the Board of Trustees of Manor Independent School District in Document Number 2008031946 Official Public Records of Travis County Texas, for the southeast corner and **POINT OF BEGINNING** of the herein described tract of land, from which a 1/2 inch capped iron rod found, stamped "BGE" in the east right-of-way line of said F.M. 973, bears S14°48'15"E a distance of 302.09 feet,

**THENCE**, With the common line of said 39.135 acre Tract One and said 75.37 acre tract, N62°32'47"W, a distance of 2808.00 feet to a 1/2 inch capped iron rod set stamped "CBD SETSTONE", being in the northeastern line of said 75.37 acre tract, also being the southernmost corner of a called 40.00 acre tract conveyed to Kenneth and Joyce Sprinkles in Volume 8947, Page 802, Real Property Records of Travis County, Texas, for the westernmost corner of the herein described tract of land, from which a 3/4 inch iron pipe found bears N62°32'47"W, a distance of 553.37 feet, being in the southwestern line of said 40.00 acre tract, also being the northernmost corner of a 3.56 acre tract conveyed to Aqua Water Supply Corporation in Document Number 2009010572 Official Public Records of Travis County, Texas,

**THENCE**, with the northwest line of said 39.135 acre Tract One, the northwest line of said 39.135 acre Tract two, and the southeast line of said 40.00 acre tract, N26°45'24"E, passing at a distance of 3.02 feet a 1/2 inch iron rod found, continuing for a total distance of 1462.16 feet to a 1/2 inch iron rod found, being the westernmost corner of a 29.682 acre tract of land conveyed to Robert and Lindsey Smith in Document Number 2016022751, Official Public Records of Travis County, Texas, for the northernmost corner of the herein described tract of land, from which a capped 1/2 inch iron rod found, stamped "BRYAN TECH", being in the eastern line of said 40.00 acre tract, also being the westernmost corner of a 25.585 acre tract conveyed to Robert and Lindsey Smith in Document Number 2016022747, Official Public Records of Travis County, Texas also being the northernmost corner of said 29.682 acre tract, bears N26°48'38"E, a distance of 765.12 feet

**THENCE**, continuing with the common boundary line of said 93.983 acre tract and said 29.682 acre tract, S62°13'24"E, passing at a distance of 1005.54 feet a 1/2 inch capped iron rod found stamped "BRYAN TECH" for the southernmost corner of said 29.682 acre tract, being at the westernmost corner of a called 12.334 acre tract conveyed to The Layla Trust in Document Number 2020009667, Official Public Records of Travis County, Texas, continuing for a total distance of 2809.36 feet to a 1/2 inch iron rod found in the west right-of-way line of said F.M. 973 (R.O.W. Varies), being at the southernmost corner of said 12.334 acre tract of land, same being at the beginning of a point of curvature to the right, for the easternmost corner of the herein described tract of land,

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93.983 ACRES  
(4,093,912 SQ. FT.)  
SUMNER BACON SURVEY, ABSTRACT NO. 63  
TRAVIS COUNTY TEXAS  
HOLLEY TRACT

**THENCE**, along said curve to the right, with the west right-of-way line of said F.M. 973 (R.O.W. Varies) over and across said 39.135 acre Tract Two, having an arc length of 282.38 feet, a radius of 2764.79 feet, and whose chord bears S24°12'52"W, a distance of 282.26 feet to a 1/2 inch iron rod found for corner,

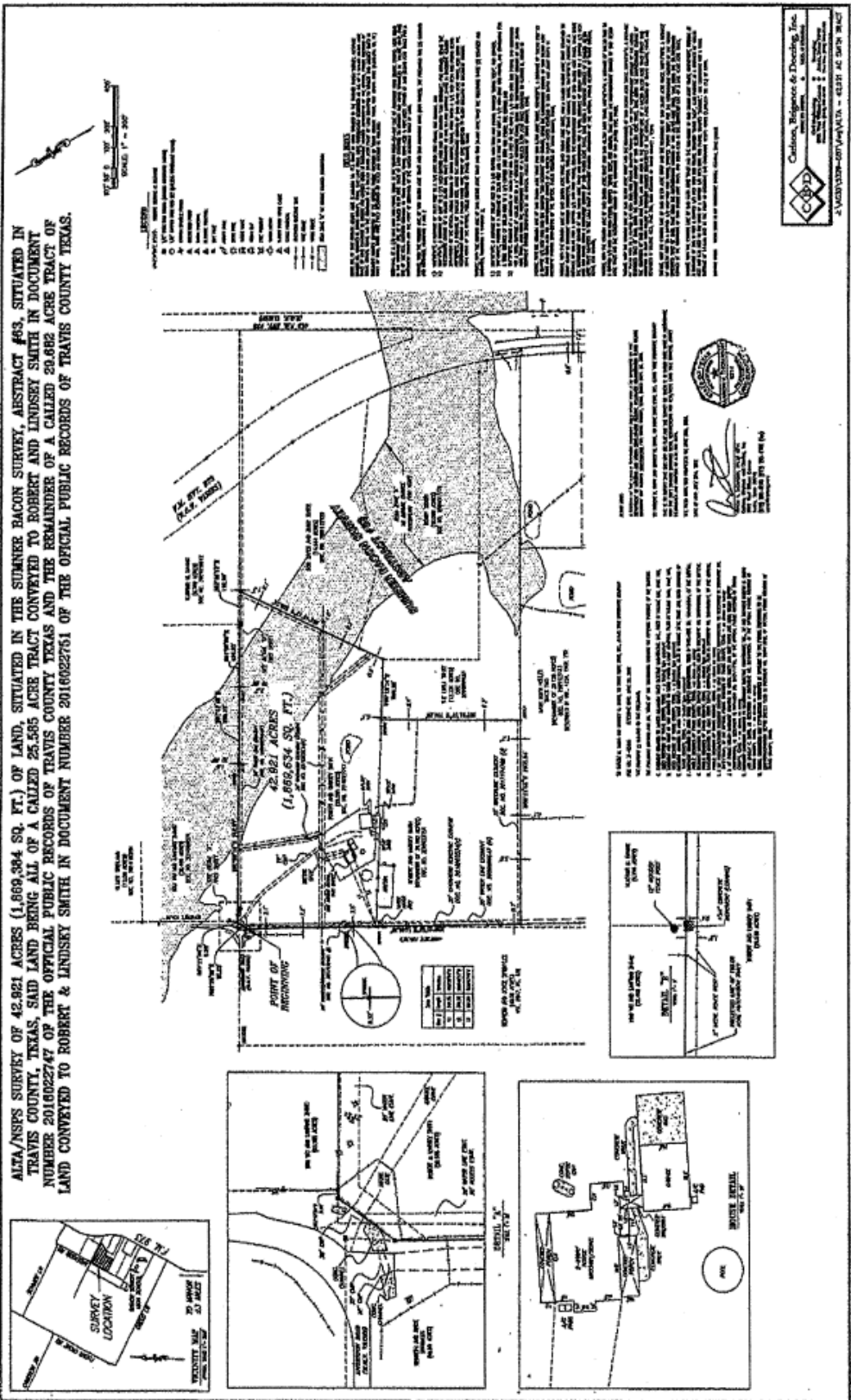
**THENCE**, S27°25'41"W, with the west right-of-way line of said F.M. 973, over and across said 39.135 acre Tract Two, said 20 acre Tract Three, and said 39.135 acre Tract One, a distance of 1164.39 feet to the **POINT OF BEGINNING** and containing 93.983 acres (4,093,912 SQ. FT.) of land.

Surveyed by:  7/27/2021

AARON V. THOMASON, R.P.L.S. NO. 6214  
**Carlson, Brigance and Doering, Inc.**  
REG. #100248900  
5501 West William Cannon  
Austin, TX 78749  
Ph: 512-280-5160 Fax: 512-280-5165  
[aaron@cbdeng.com](mailto:aaron@cbdeng.com)



BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203)







**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** June 7, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a Resolution of the City of Manor, Texas approving the form and authorizing the distribution of a Preliminary Limited Offering Memorandum for the City of Manor, Texas Special Assessment Revenue Bonds, Series 2023 (Manor Heights Public Improvement District Improvement Area #3 Project).

**BACKGROUND/SUMMARY:**

The Council by this action will approve the distribution of a Preliminary Limited Offering Memorandum for the Improvement Area #3 Bonds, which Bonds will price and be authorized by the Council at the June 21, 2023, City Council meeting. This is the document that will be used to market the Bonds to potential investors. The Resolution allows for any final changes or supplemental information to the offering document (as approved by a city official) before being printed and distributed.

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

- PLOM Resolution No. 2023-20

**STAFF RECOMMENDATION:**

It is city staff’s recommendation that the City Council approve Resolution No. 2023-20 authorizing the distribution of a Preliminary Limited Offering Memorandum for the City of Manor, Texas Special Assessment Revenue Bonds, Series 2023 (Manor Heights Public Improvement District Improvement Area #3 Project).

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

**RESOLUTION NO. 2023-20**

**RESOLUTION APPROVING THE FORM AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY LIMITED OFFERING MEMORANDUM FOR CITY OF MANOR, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023 (MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3 PROJECT)**

WHEREAS, this City Council has adopted a resolution authorizing the creation of Manor Heights Public Improvement District (the “District”);

WHEREAS, this City Council intends to issue its City of Manor, Texas Special Assessment Revenue Bonds, Series 2023 (Manor Heights Public Improvement District Improvement Area #3 Project), to fund public improvements within Improvement Area #3 of the District (the “Bonds”);

WHEREAS, there has been presented to this City Council a Preliminary Limited Offering Memorandum for the Bonds (the “Preliminary Limited Offering Memorandum”); and

WHEREAS, this City Council finds and determines that it is necessary and in the best interests of the City to approve the form and content of the Preliminary Limited Offering Memorandum and authorize the use of the Preliminary Limited Offering Memorandum in the offering and sale of the Bonds by the Underwriter for the Bonds, FMSbonds, Inc.

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

**Section 1.** The form and content of the Preliminary Limited Offering Memorandum is hereby approved, with such changes, addenda, supplements or amendments as may be approved by the City Manager, Finance Director, Financial Advisor, Counsel or Bond Counsel to the City. The City hereby authorizes the Preliminary Limited Offering Memorandum to be used by the Underwriter in connection with the marketing and sale of the Bonds.

**Section 2.** Capitalized terms used herein and not otherwise defined shall have the meanings assigned thereto in the Preliminary Limited Offering Memorandum.

**Section 3.** This Resolution shall be effective immediately upon its adoption.

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

**DULY PASSED, APPROVED, AND EFFECTIVE** this 7th day of June 2023.

**THE CITY OF MANOR, TEXAS**

---

Dr. Christopher Harvey,  
Mayor

**ATTEST:**

---

Lluvia T. Almaraz,  
City Secretary

NEW ISSUE

NOT RATED

**THE BONDS ARE INITIALLY OFFERED ONLY TO PERSONS WHO MEET THE DEFINITION OF (1) "ACCREDITED INVESTOR" (AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933), OR (2) "QUALIFIED INSTITUTIONAL BUYER" (WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT OF 1933). SEE "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS".**

*In the opinion of Bond Counsel, under existing statutes, regulations, rulings and court decisions, interest on the Bonds (as hereinafter defined), including interest in the form of original issue discount, will not be includible in gross income of the holders thereof for federal income tax purposes, assuming continuing compliance by the City (as hereinafter defined) with the requirements of the Internal Revenue Code of 1986, as amended (the "Code"). Interest on the Bonds is not subject to the alternative minimum tax imposed on individuals under the Code. For purposes of the 15% federal minimum tax that is imposed on "applicable corporations" (as defined in the 2022 Inflation Reduction Act (the "2022 Act") for taxable years beginning after December 31, 2022, interest on the Bonds will be taken into account in determining "adjusted financial statement income" (as defined in the 2022 Act). See "TAX MATTERS" herein.*

\$4,255,000\*

CITY OF MANOR, TEXAS,

(a municipal corporation of the State of Texas located in Travis County)

SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023

(MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3 PROJECT)

**Dated Date: Delivery Date (defined below)**  
**Interest to Accrue from Delivery Date**

**Due: September 15, as shown on the inside cover page**

The City of Manor, Texas, Special Assessment Revenue Bonds, Series 2023 (Manor Heights Public Improvement District Improvement Area #3 Project) (the "Bonds"), are being issued by the City of Manor, Texas (the "City"). The Bonds will be issued in fully registered form, without coupons, in authorized denominations of \$100,000 of principal amount and any integral multiple of \$5,000 in excess thereof, or such smaller amount authorized by the Indenture (as defined below); provided, however, that upon receipt by the Paying Agent/Registrar of written evidence that the Bonds have received an Investment Grade Rating (as defined in the Indenture), authorized denomination shall mean \$5,000 or any integral multiple thereof, notwithstanding any subsequent downgrade, suspension or withdrawal of such rating. The Bonds will bear interest at the rates set forth on the inside cover page hereof, and such interest will be calculated on the basis of a 360-day year of twelve 30-day months, and will be payable on each March 15 and September 15, commencing March 15, 2024\*, until maturity or earlier redemption. The Bonds will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York. No physical delivery of the Bonds will be made to the beneficial owners thereof. For so long as the book-entry only system is maintained, the principal of and interest on the Bonds will be paid from the sources described herein by UMB Bank, N.A., as trustee (the "Trustee"), to Cede & Co. as the registered owner thereof. See "BOOK-ENTRY-ONLY SYSTEM."

The Bonds are being issued by the City pursuant to the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the "PID Act"), an ordinance expected to be adopted by the City Council of the City (the "City Council") on June 21, 2023, and an Indenture of Trust, dated June 1, 2023, (the "Indenture"), entered into by and between the City and the Trustee.

Proceeds of the Bonds will be used to provide funds for the purposes of (i) paying a portion of the Actual Costs of the Improvement Area #3 Improvements (defined herein), (ii) funding a reserve account for payment of principal and interest on the Bonds, (iii) paying a portion of the cost incidental to the organization and administration of the District, and (iv) paying costs of issuance of the Bonds. See "THE IMPROVEMENT AREA #3 IMPROVEMENTS" and "APPENDIX B — Form of Indenture." Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Indenture.

The Bonds, when issued and delivered, will constitute valid and binding special and limited obligations of the City payable solely from and secured by the Trust Estate (as defined herein), consisting primarily of Assessments (as defined herein) levied against assessable properties in Improvement Area #3 (as defined herein) of the Manor Heights Public Improvement District (the "District") in accordance with a 2023 Amended and Restated Service and Assessment Plan (as defined herein), all to the extent and upon the conditions described herein. The Bonds (as defined herein) are not payable from funds raised or to be raised from taxation. See "SECURITY FOR THE BONDS."

**The Bonds involve a substantial degree of risk and are not suitable for all investors. See "BONDHOLDERS' RISKS" and "SUITABILITY FOR INVESTMENT." Prospective purchasers should carefully evaluate the risks and merits of an investment in the Bonds, should consult with their legal and financial advisors before considering a purchase of the Bonds, and should be willing to bear the risks of loss of their investment in the Bonds. The Bonds are not credit enhanced or rated and no application has been made for a rating on the Bonds.**

THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE CITY AND ARE PAYABLE SOLELY FROM THE SOURCES IDENTIFIED IN THE INDENTURE. THE OWNERS OF THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF MONEY RAISED OR TO BE RAISED BY TAXATION, OR OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. NO OWNER OF THE BONDS SHALL HAVE THE RIGHT TO DEMAND ANY EXERCISE OF THE CITY'S TAXING POWER TO PAY THE PRINCIPAL OF THE BONDS OR THE INTEREST OR REDEMPTION PREMIUM, IF ANY, THEREON. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE. SEE "SECURITY FOR THE BONDS."

This cover page contains certain information for quick reference only. It is not a summary of the Bonds. Investors must read this entire Limited Offering Memorandum to obtain information essential to the making of an informed investment decision.

The Bonds are offered for delivery when, as, and if issued by the City and accepted by the Underwriter, subject to, among other things, the approval of the Bonds by the Attorney General of Texas and the receipt of the opinion of Bickerstaff Heath Delgado Acosta LLP, Bond Counsel, as to the validity of the Bonds and the excludability of interest thereon from gross income for federal income tax purposes. See "APPENDIX D — Form of Opinion of Bond Counsel." Certain legal matters will be passed upon for the Underwriter by its counsel, Norton Rose Fulbright US LLP, and for the Developer by its special counsel, Metcalfe Wolff Stuart & Williams LLP. It is expected that the Bonds will be delivered in book-entry form through the facilities of DTC on or about July \_\_, 2023 (the "Delivery Date").

FMSbonds, Inc.

\* Preliminary; subject to change.



**MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, PRICES, YIELDS,  
AND CUSIP NUMBERS**

CUSIP Prefix: \_\_\_\_\_ (a)

\$ \_\_\_\_\_\*  
CITY OF MANOR, TEXAS,  
(a municipal corporation of the State of Texas located in Travis County)  
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023  
(MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3 PROJECT)

\$ \_\_\_\_\_ % Term Bonds, Due September 15, 20 \_\_, Priced to Yield \_\_\_\_\_ %; CUSIP \_\_\_\_\_ (a) (b) (c)

\$ \_\_\_\_\_ % Term Bonds, Due September 15, 20 \_\_, Priced to Yield \_\_\_\_\_ %; CUSIP \_\_\_\_\_ (a) (b) (c)

\* Preliminary; subject to change.

- (a) CUSIP numbers are included solely for the convenience of owners of the Bonds. CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services (“CGS”), managed by FactSet Research Systems Inc. on behalf of the American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the service provided by CGS. CUSIP numbers are provided for convenience of reference only. The City, the City’s Financial Advisor and the Underwriter do not take any responsibility for the accuracy of such numbers.
- (b) The Bonds are subject to redemption, in whole or in part, prior to stated maturity, at the option of the City, on any date on or after September 15, 20 \_\_, at the redemption price of 100% of the principal amount plus accrued interest to the date of redemptions as described herein under “DESCRIPTION OF THE BONDS — Redemption Provisions.”
- (c) The Bonds are also subject to mandatory sinking fund redemption and extraordinary optional redemption as described herein under “DESCRIPTION OF THE BONDS — Redemption Provisions.”

**CITY OF MANOR, TEXAS  
CITY COUNCIL**

<u>Name</u>	<u>Place</u>	<u>Term Expires (November)</u>
Dr. Christopher Harvey	Mayor	2024
Emily Hill	Place 1, Mayor Pro Tem	2024
Anne Weir	Place 2	2026
Maria Amezcua	Place 3	2024
Sonia Wallace	Place 4	2026
Aaron Moreno	Place 5	2024
Deja Hill	Place 6	2026

**CITY MANAGER**  
Scott Moore

**CITY SECRETARY**  
Lluvia T. Almaraz

**DIRECTOR OF FINANCE**  
Lydia M. Collins

**ADMINISTRATOR**  
P3Works, LLC

**FINANCIAL ADVISOR TO THE CITY**  
SAMCO Capital Markets, Inc.

**BOND COUNSEL**  
Bickerstaff Heath Delgado Acosta LLP

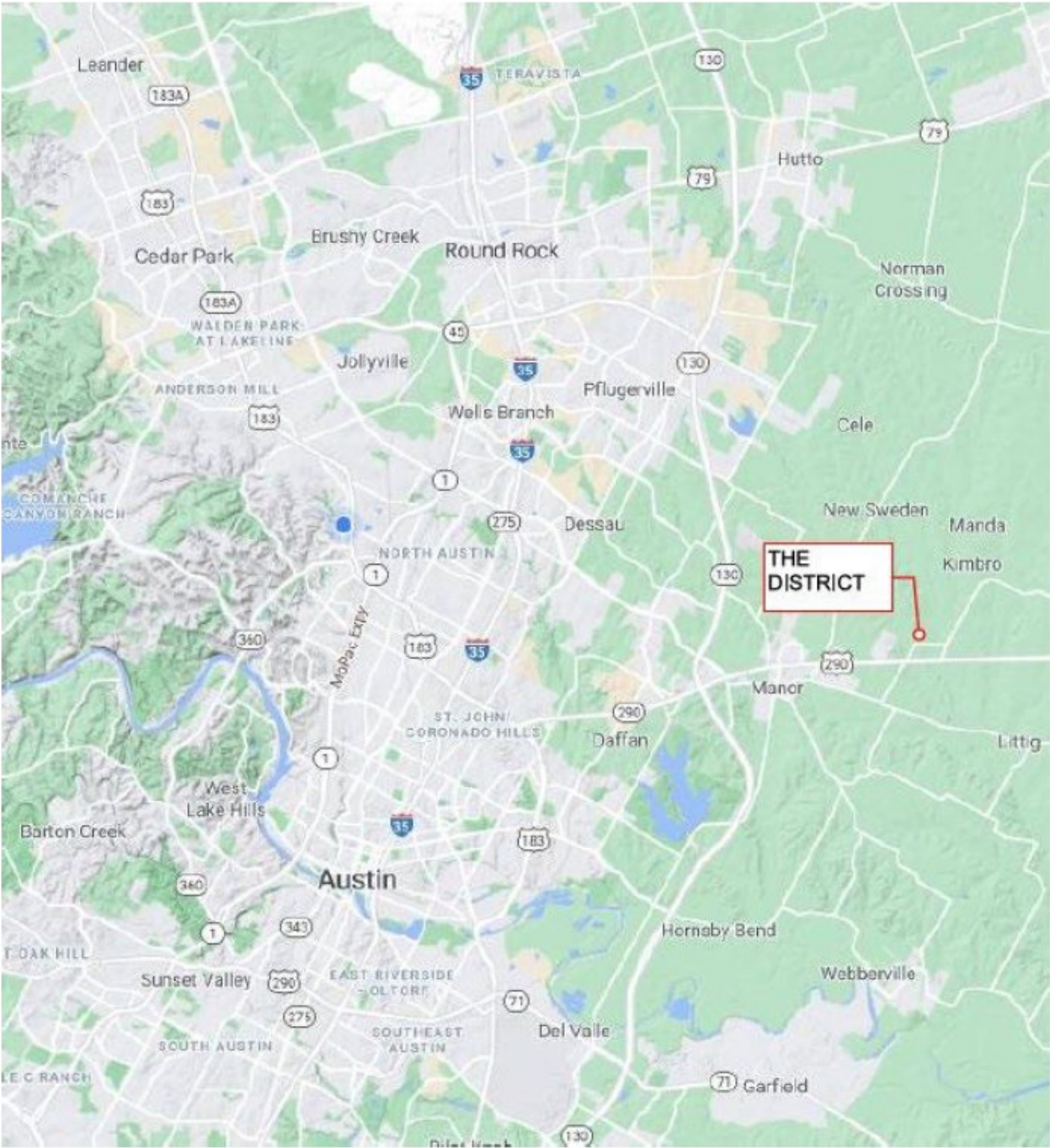
**UNDERWRITER’S COUNSEL**  
Norton Rose Fulbright US LLP

For additional information regarding the City, please contact:

Scott Moore  
City Manager  
City of Manor  
105 E. Eggleston Street  
Manor, Texas 78653  
(512) 272-5555  
smoore@cityofmanor.org

Christina M. Lane  
Senior Managing Director, Austin  
SAMCO Capital Markets, Inc.  
6805 N. Capital of Texas Highway, Suite 350  
Austin, Texas 78731  
(512) 914-0683  
clane@samcocapital.com

REGIONAL LOCATION MAP OF THE DISTRICT



AREA LOCATION MAP OF THE DISTRICT

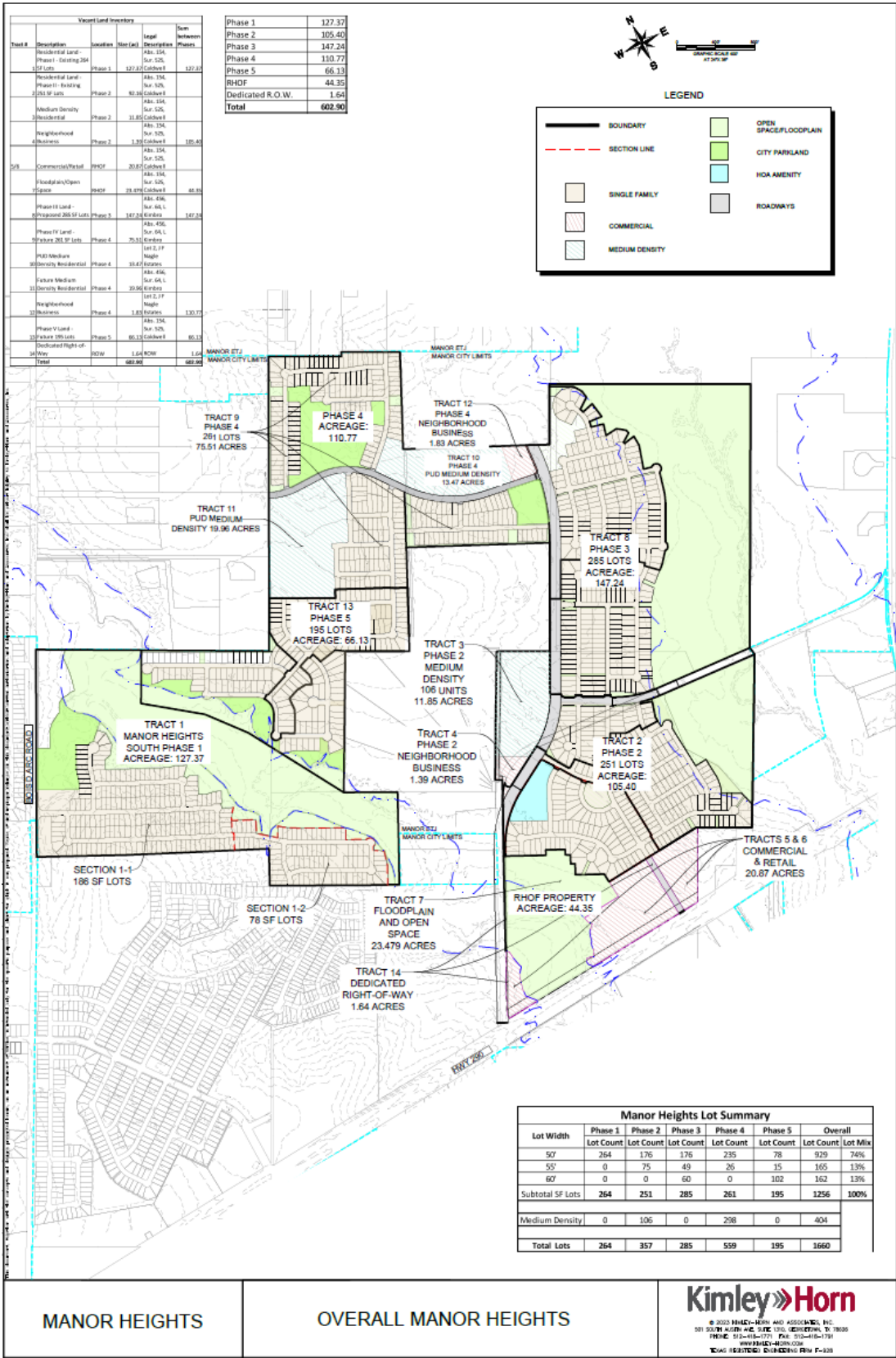


MAP OF TERRITORY WITH DISTRICT LOCATION WITHIN CITY TERRITORY

MANOR HEIGHTS  
MARCH 2021  
DATE MADE: 03/11/2021  
SCALE: 1:11,177



### MAP SHOWING BOUNDARIES OF THE DISTRICT

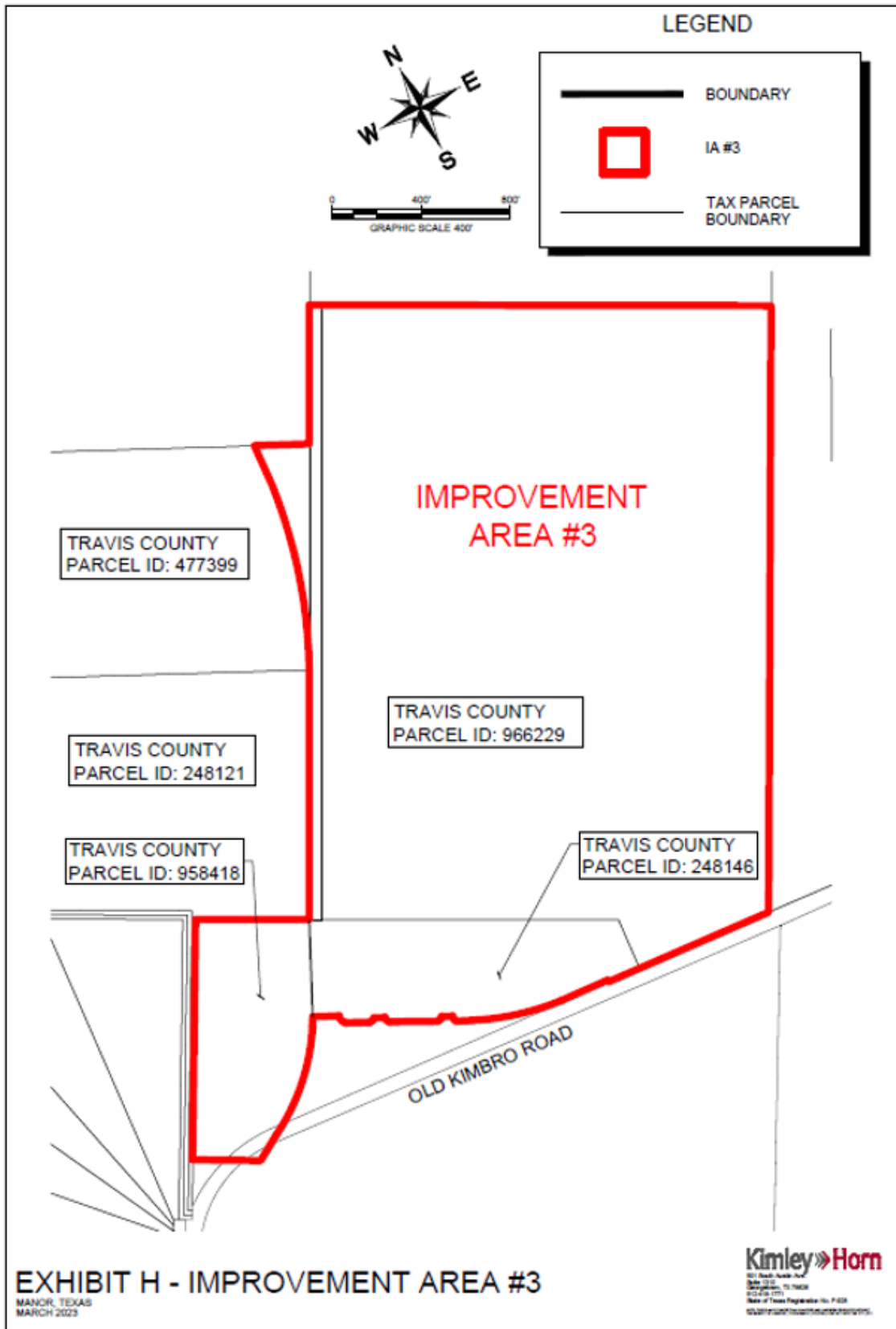


MANOR HEIGHTS

OVERALL MANOR HEIGHTS

**Kimley & Horn**  
 © 2022 KIMLEY-HORN AND ASSOCIATES, INC.  
 581 93rd Avenue, Suite 1100, Deerfield, IL 60015  
 PHONE: 847-410-7777 FAX: 847-410-7778  
 WWW.KIMLEY-HORN.COM  
 REG. REGISTERED SURVEYOR No. 1234

MAP SHOWING IMPROVEMENT AREA #3 OF THE DISTRICT



*FOR PURPOSES OF COMPLIANCE WITH RULE 15C2-12 OF THE SECURITIES AND EXCHANGE COMMISSION AS AMENDED AND IN EFFECT ON THE DATE OF THIS PRELIMINARY LIMITED OFFERING MEMORANDUM, THIS DOCUMENT CONSTITUTES AN "OFFICIAL STATEMENT" OF THE CITY WITH RESPECT TO THE BONDS THAT HAS BEEN "DEEMED FINAL" BY THE CITY AS OF ITS DATE EXCEPT FOR THE OMISSION OF NO MORE THAN THE INFORMATION PERMITTED BY RULE 15C2-12.*

NO DEALER, BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED BY THE CITY OR THE UNDERWRITER TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATIONS, OTHER THAN THOSE CONTAINED IN THIS LIMITED OFFERING MEMORANDUM, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY EITHER OF THE FOREGOING. THIS LIMITED OFFERING MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY AND THERE SHALL BE NO OFFER, SOLICITATION OR SALE OF THE BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE.

THE INITIAL PURCHASERS ARE ADVISED THAT THE BONDS BEING OFFERED PURSUANT TO THIS LIMITED OFFERING MEMORANDUM ARE BEING OFFERED AND SOLD ONLY TO "ACCREDITED INVESTORS" AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT OF 1933") AND "QUALIFIED INSTITUTIONAL BUYERS" AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933. SEE "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS" HEREIN. EACH PROSPECTIVE INITIAL PURCHASER IS RESPONSIBLE FOR ASSESSING THE MERITS AND RISKS OF AN INVESTMENT IN THE BONDS, MUST BE ABLE TO BEAR THE ECONOMIC AND FINANCIAL RISK OF SUCH INVESTMENT IN THE BONDS, AND MUST BE ABLE TO AFFORD A COMPLETE LOSS OF SUCH INVESTMENT. CERTAIN RISKS ASSOCIATED WITH THE PURCHASE OF THE BONDS ARE SET FORTH UNDER "BONDHOLDERS' RISKS" HEREIN. EACH INITIAL PURCHASER, BY ACCEPTING THE BONDS, AGREES THAT IT WILL BE DEEMED TO HAVE MADE THE ACKNOWLEDGMENTS AND REPRESENTATIONS DESCRIBED UNDER THE HEADING "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS."

THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS LIMITED OFFERING MEMORANDUM IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE UNITED STATES FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION. THE INFORMATION SET FORTH HEREIN HAS BEEN FURNISHED BY THE CITY AND OBTAINED FROM SOURCES, INCLUDING THE DEVELOPER, WHICH ARE BELIEVED BY THE CITY AND THE UNDERWRITER TO BE RELIABLE, BUT IT IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS, AND IS NOT TO BE CONSTRUED AS A REPRESENTATION OF THE UNDERWRITER. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND NEITHER THE DELIVERY OF THIS LIMITED OFFERING MEMORANDUM, NOR ANY SALE MADE HEREUNDER, SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE CITY OR THE OWNER SINCE THE DATE HEREOF.

NONE OF THE CITY, THE UNDERWRITER OR THE DEVELOPER MAKE ANY REPRESENTATION AS TO THE ACCURACY, COMPLETENESS, OR ADEQUACY OF THE INFORMATION SUPPLIED BY THE DEPOSITORY TRUST COMPANY FOR USE IN THIS LIMITED OFFERING MEMORANDUM.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH LAWS. THE REGISTRATION OR QUALIFICATION OF THE BONDS UNDER THE SECURITIES LAWS OF ANY JURISDICTION IN WHICH THEY MAY HAVE BEEN REGISTERED OR QUALIFIED, IF ANY, SHALL NOT BE REGARDED AS A RECOMMENDATION THEREOF. NONE OF SUCH JURISDICTIONS, OR ANY OF THEIR AGENCIES, HAVE PASSED UPON THE MERITS OF THE BONDS OR THE ACCURACY OR COMPLETENESS OF THIS LIMITED OFFERING MEMORANDUM.

CERTAIN STATEMENTS INCLUDED OR INCORPORATED BY REFERENCE IN THIS LIMITED OFFERING MEMORANDUM CONSTITUTE "FORWARD-LOOKING STATEMENTS" WITHIN THE MEANING OF THE

UNITED STATES PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995, SECTION 21E OF THE UNITED STATES EXCHANGE ACT OF 1934, AS AMENDED, AND SECTION 27A OF THE SECURITIES ACT OF 1933. SUCH STATEMENTS ARE GENERALLY IDENTIFIABLE BY THE TERMINOLOGY USED, SUCH AS “PLAN,” “EXPECT,” “ESTIMATE,” “PROJECT,” “ANTICIPATE,” “BUDGET” OR OTHER SIMILAR WORDS. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE CITY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ANY OF ITS EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, OTHER THAN AS DESCRIBED UNDER “CONTINUING DISCLOSURE” HEREIN.

THE TRUSTEE HAS NOT PARTICIPATED IN THE PREPARATION OF THIS LIMITED OFFERING MEMORANDUM AND ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED IN THIS LIMITED OFFERING MEMORANDUM OR THE RELATED TRANSACTIONS AND DOCUMENTS OR FOR ANY FAILURE BY ANY PARTY TO DISCLOSE EVENTS THAT MAY HAVE OCCURRED AND MAY AFFECT THE SIGNIFICANCE OR ACCURACY OF SUCH INFORMATION.

NEITHER THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THE BONDS OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

References to website addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader’s convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this Limited Offering Memorandum for purposes of, and as that term is defined in, the Rule.

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**PRELIMINARY LIMITED OFFERING MEMORANDUM**

**\$4,255,000\***

**CITY OF MANOR, TEXAS,**

**(a municipal corporation of the State of Texas located in Travis County)**

**SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023**

**(MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3 PROJECT)**

**INTRODUCTION**

The purpose of this Limited Offering Memorandum, including the cover page, inside cover page and appendices hereto, is to provide certain information in connection with the issuance and sale by the City of Manor, Texas (the “City”), of its \$4,255,000\* aggregate principal amount of Special Assessment Revenue Bonds, Series 2023 (Manor Heights Public Improvement District Improvement Area #3 Project) (the “Bonds”).

INITIAL PURCHASERS ARE ADVISED THAT THE BONDS BEING OFFERED PURSUANT TO THIS LIMITED OFFERING MEMORANDUM ARE BEING OFFERED INITIALLY TO AND ARE BEING SOLD ONLY TO “ACCREDITED INVESTORS” AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT OF 1933”) AND “QUALIFIED INSTITUTIONAL BUYERS” AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933. PROSPECTIVE INVESTORS SHOULD BE AWARE OF CERTAIN RISK FACTORS, ANY OF WHICH, IF MATERIALIZED TO A SUFFICIENT DEGREE, COULD DELAY OR PREVENT PAYMENT OF PRINCIPAL OF, AND/OR INTEREST ON THE BONDS. THE BONDS ARE NOT A SUITABLE INVESTMENT FOR ALL INVESTORS. SEE “LIMITATIONS APPLICABLE TO INITIAL PURCHASERS,” “BONDHOLDERS’ RISKS,” AND “SUITABILITY FOR INVESTMENT.”

The Bonds are being issued by the City pursuant to the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the “PID Act”), an ordinance expected to be adopted by the City Council of the City (the “City Council”) on June 21, 2023 (the “Bond Ordinance”), and an Indenture of Trust, dated June 1, 2023, (the “Indenture”), entered into by and between the City and the Trustee. The Bonds will be secured by special assessments (the “Assessments”) levied against assessable property located within Improvement Area #3 (the “Assessed Property”) of the Manor Heights Public Improvement District (the “District”) pursuant to a separate ordinance expected to be adopted by the City Council on June 21, 2023 (the “Assessment Ordinance”).

Reference is made to the Indenture for a full statement of the authority for, and the terms and provisions of, the Bonds. All capitalized terms used in this Limited Offering Memorandum, except as otherwise noted in “ASSESSMENT PROCEDURES,” that are not otherwise defined herein shall have the meanings set forth in the Indenture. See “APPENDIX B — Form of Indenture.”

Set forth herein are brief descriptions of the City, the District, the Developer (as defined herein), the Administrator (as defined herein), the Creation Resolution (as defined herein), the Assessment Ordinance, the TIRZ Ordinance (as defined herein), the Bond Ordinance, the 2023 Amended and Restated Service and Assessment Plan (as defined herein), the Development Agreement (as defined herein), the Financing and Reimbursement Agreement (as defined herein), the Improvement Area #3 Reimbursement Agreement (as defined herein), and the TIRZ Project and Finance Plan (as defined herein), together with summaries of terms of the Bonds and the Indenture and certain provisions of the PID Act. All references herein to such documents and the PID Act are qualified in their entirety by reference to such documents or such PID Act and all references to the Bonds are qualified by reference to the definitive forms thereof and the information with respect thereto contained in the Indenture. Copies of these documents may be obtained during the period of the offering of the Bonds from the Underwriter, FMSbonds, Inc., 5 Cowboys Way, Suite 300-25, Frisco, Texas 75034, telephone number (214) 418-1588. The form of the Indenture appears in APPENDIX B and the form of 2023 Amended and Restated Service and Assessment Plan appears as APPENDIX C. The information provided under this caption “INTRODUCTION” is intended to provide a brief overview of the

\* Preliminary; subject to change.

information provided in the other captions herein and is not intended, and should not be considered, fully representative or complete as to the subjects discussed hereunder.

## PLAN OF FINANCE

### Development Plan

The District consists of approximately 602.9 acres making up the master planned community known as “Manor Heights” (the “Development”). By deed dated, October 31, 2019, Forestar (USA) Real Estate Group, Inc., a Delaware corporation (“Forestar” and/or the “Developer”) acquired a majority portion of the property (the “Forestar Parcels”) from Sky Village Kimbro Estates, LLC, a Texas limited liability company (“Sky Village Kimbro”) and RHOF, LLC, a Texas limited liability company (“RHOF”) and was assigned to develop all of the residential property in the District. RHOF retained a minority portion of the property and will develop a portion of the commercial property located on Highway 290 (the “RHOF Commercial Parcels”), within the District. Sky Village Kimbro no longer owns any of the land within the District. The Forestar Parcels also include neighborhood commercial property within the District, which it intends to sell to a third-party commercial developer (the “Forestar Commercial Parcels”). Developer is a wholly owned subsidiary of Forestar Group Inc., a Delaware corporation (“Forestar Group”), a publicly traded residential lot development company. Forestar Group is a majority-owned subsidiary of D.R. Horton, Inc., a Delaware corporation (“D.R. Horton”). See “THE DEVELOPMENT — Overview” and “THE DEVELOPER — History and Financing of the District.”

The Developer plans to develop the District in five phases. The Developer has completed the construction of certain public improvements benefiting the first phase (“Improvement Area #1”), the second phase (“Improvement Area #2”) and certain improvements in the remaining three phases (collectively referred to herein as, the “Major Improvement Area”). The public improvements benefiting Improvement Area #1 (the “Improvement Area #1 Projects”) consisted of public improvements benefiting only Improvement Area #1 (the “Improvement Area #1 Improvements”) and Improvement Area #1’s allocable share of certain public improvements benefiting the entire District (the “Major Improvements”). The public improvements benefiting Improvement Area #2 (the “Improvement Area #2 Projects”) consist of public improvements benefiting only Improvement Area #2 (the “Improvement Area #2 Improvements”) and Improvement #2’s allocable share of the Major Improvements. The public improvements benefiting the Major Improvement Area consist of the Major Improvement Area’s allocable share of the Major Improvements. The public improvements benefiting Improvement Area #3 (the “Improvement Area #3”) consist of public improvements benefiting only Improvement Area #3 (the “Improvement Area #3 Improvements”).

The Developer began development of Improvement Area #3 in June of 2021, and as of April 1, 2023, the Developer has completed all of the lots in Improvement Area #3. As of April 1, 2023, the Developer has spent \$10,602,619 towards the construction costs of the Improvement Area #3 Improvements. See “PLAN OF FINANCE — Home of Development in the District” and “THE DEVELOPMENT.”

Following the development of Improvement Area #3, the Developer anticipates that it will follow with the construction of certain public improvements benefitting the future improvement areas (each an “Future Improvement Area”) within the District (the “Future Improvement Area Improvements” and, together with the Major Improvements, the Improvement Area #1 Improvements, the Improvement Area #2 Improvement, and the Improvement Area #3 Improvements, the “Authorized Improvements”) over a period of approximately six years. See “THE DEVELOPMENT - Development Plan.” The boundaries of the District and the concept plan for the District are shown in the “MAP SHOWING BOUNDARIES OF THE DISTRICT” and “MAP SHOWING IMPROVEMENT AREA #3 OF THE DISTRICT” on pages v and vi.

The Developer estimates the costs of the Improvement Area #3 Improvements to be approximately \$10,602,619, and the estimated costs of the Future Improvement Area Improvements to be determined as development progresses. The foregoing costs do not include District Formation Expenses and Bond Issuance Costs (as defined in the 2023 Amended and Restated Service and Assessment Plan).

### The Development Agreement

The City, Sky Village Kimbro and RHOF entered into the Development Agreement (Manor Heights) effective November 7, 2018, as amended by the First Amendment to Development Agreement effective November 6,

2019 and the Second Amendment to the Development Agreement effective October 21, 2020. After Forestar acquired the residential parcels, Sky Village Kimbro and RHOF assigned all of their rights under the Development Agreement (save and except the RHOF Commercial Parcels) to Forestar on October 31, 2019. Thereafter, the City and Forestar entered into the Third Amendment to the Development Agreement effective June 15, 2022 (the Development Agreement (Manor Heights), as amended, is herein referred to as the “Development Agreement”). In addition to expressing the City’s intent to reimburse the Developer for the cost of constructing the Authorized Improvements and establishing the development standards for the property, the Development Agreement established a maximum equivalent tax rate for each lot classification identified in the 2023 Amended and Restated Service and Assessment Plan equal to \$0.33 per \$100 of estimated buildout value. See “THE DEVELOPMENT — Development Agreement.”

*Wastewater Treatment Plant.* The Major Improvements include the cost of “Phase 1” of a two-phase 400,000 gallons per day wastewater treatment plant (the “Wastewater Treatment Plant”). Pursuant to the Development Agreement, the City agreed to construct, and the Developer agreed to finance and pay for the costs of, the Wastewater Treatment Plant. A portion of the proceeds of the City’s Special Assessment Revenue Bonds, Series 2021 (Manor Heights Public Improvement District Area #1-2 Project (the “Series IA#1-2 Bonds”) and the City’s Special Assessment Revenue Bonds, Series 2021 (Manor Heights Public Improvement District Major Improvement Area Project (the “Series 2021 MIA Bonds”) were to be used to reimburse the Developer for the costs of Phase 1 of the Wastewater Treatment Plant. Phase 1 of the Wastewater Treatment Plant was completed in December of 2021. As development of the District progresses, the City will commence construction on “Phase 2” of the Wastewater Treatment Plant, currently anticipated to begin in the fourth quarter of 2023. See “THE DEVELOPMENT — Development Plan - Wastewater Treatment Plant” and “THE DEVELOPER — History and Financing of the District.”

*MAD4 Roadway.* The Major Improvements include the costs of the major arterial roadway commencing at the current termination of Old Kimbro Road and terminating at the northern boundary line of the District (the “MAD4 Roadway”). The Developer commenced construction of the initial segment of the MAD4 Roadway in January of 2021, and the initial phase was completed and accepted by the City in August of 2021. As development of the District progresses, the Developer will complete the MAD4 Roadway in additional phases. of See “THE DEVELOPMENT — Development Plan” and “THE DEVELOPER — History and Financing of the District.”

### **The Financing and Reimbursement Agreement**

On April 21, 2021, the City and the Developer entered into that certain Manor Heights Public Improvement District Financing and Reimbursement Agreement (the “Financing and Reimbursement Agreement”), which provides, in part, for the issuance and sale of PID Bonds (as defined in the Financing and Reimbursement Agreement), including the Bonds, and the reimbursement of the Developer from the proceeds thereof for funds advanced by the Developer to pay the Actual Costs of Authorized Improvements within the District, and other matters related thereto. RHOF and Continental Homes of Texas, L.P., as Landowners (as defined in the Financing and Reimbursement Agreement) consented to the Financing and Reimbursement Agreement. See “THE DEVELOPMENT — The Financing and Reimbursement Agreement” and “APPENDIX F - Financing and Reimbursement Agreement.”

### **The Improvement Area #3 Reimbursement Agreement**

In furtherance of the City’s intent to reimburse the Developer for the Actual Costs of the Improvement Area #3 Improvements, the City and the Developer entered into the Manor Heights Public Improvement District Reimbursement Agreement (Improvement Area #3), effective as of May 17, 2023, ( the “IA #3 Reimbursement Agreement”). The City’s obligations under the IA #3 Reimbursement Agreement are payable solely from the Assessments levied on Improvement Area #3 Assessed Property. The Bonds are being issued, among other things, to satisfy the City’s obligations under the IA #3 Reimbursement Agreement to reimburse the Developer for the Actual Costs of the Improvement Area #3 Improvements already constructed and to finance the remainder of the Actual Costs of the Improvement Area #3 Improvements. See “THE DEVELOPMENT — The Improvement Area #3 Reimbursement Agreement” and “APPENDIX G - Improvement Area #3 Reimbursement Agreement.”

### **TIRZ Project and Finance Plan**

In return for the Developer’s commitment to build homes with an average sales price of \$287,000 for single-family homes and an average sales price of \$200,000 for condominiums, the City created the Tax Increment Reinvestment Zone No. 1, City of Manor, Texas (the “TIRZ”) through Ordinance No. 536 approved by the City

Council on December 5, 2018 (the “TIRZ Ordinance”) to fund the costs of certain public improvements benefiting the property in the TIRZ, including certain offsite water and wastewater improvements, the MAD4 Roadway (that portion not funded through the District), the Wastewater Treatment Plant (Phase 2) and enhanced landscaping (the “TIRZ Improvements”). The TIRZ was created over the same property located within the District. The City has agreed to deposit into the TIRZ fund for each year of the duration of the TIRZ an amount equal to thirty and one-half percent (30.5%) per \$100 of the captured appraised value levied and collected in the TIRZ.

Under the Tax Increment Reinvestment Zone No. 1 City of Manor, Texas Project and Finance Plan (“TIRZ Project and Finance Plan”), as approved by City Council in Ordinance No. 558 on November 6, 2019, the Developer is entitled to receive tax increment revenues from the TIRZ (“TIRZ Revenues”) on April 15 of each year until the earlier of (i) 25 years beginning on the second April 15th following the creation of the TIRZ, (ii) the Maximum Contribution (\$19,168,820) has been paid to the Developer, or (iii) the Developer has been paid an amount equal to the cost of the TIRZ Improvements including seven percent (7.0%) simple interest accrued on unreimbursed amounts for the cost of the TIRZ Improvements. Certain milestones for average home and condominium sales prices must be met in order for the Developer to be eligible to receive TIRZ Revenues. See “THE DEVELOPMENT — TIRZ Project and Finance Plan.”

### **Home Development within the District**

The Development is planned to include the following residential product types: 50’ lots, 55’ lots, 60’ lots, and medium density condominiums that are currently expected to be built in 3-unit and 4-unit structures. The Developer anticipates that Improvement Area #3 will include approximately 285 single-family lots, and approximately 106 medium-density condominium units.

The Developer has executed a lot purchase and sale contract (the “Continental Lot Purchase Contract One”) effective September 2, 2021 with Continental Homes of Texas, L.P., a Texas limited partnership, (“Continental Homes”) for the sale of 51 single-family lots within Improvement Area #3. Continental Homes is a wholly-owned subsidiary of D.R. Horton. Continental Homes has completed the purchase of the 51 lots subject to Continental Lot Purchase Contract One. The Developer has also executed a second lot purchase and sale contract (the “Continental Lot Purchase Contract Two”) effective March 31, 2022, with Continental Homes, for the sale of 45 single-family lots within Improvement Area #3. Continental Homes has agreed to take down 15 lots quarterly beginning in June 2023 under the Continental Lot Purchase Contract Two. See “THE DEVELOPMENT — Status of Lot Purchase Contracts.”

The Developer has executed a lot purchase and sale contract (the “Brightland Lot Purchase Contract”) effective August 12, 2022 with Gehan Homes, a Texas limited partnership, now doing business as Brightland Homes (“Brightland Homes”) for the sale of 67 single-family lots within Improvement Area #3. Brightland Homes has completed the purchase of 49 of the lots subject to Brightland Lot Purchase Contract, and has agreed to take down 16 lots quarterly thereafter. See “THE DEVELOPMENT — Status of Lot Purchase Contracts.”

The Developer has executed a lot purchase and sale contract (the “Chesmar Lot Purchase Contract” and, together with the Continental Lot Purchase Contract One, the Continental Lot Purchase Contract Two and the Brightland Lot Purchase Contract, the “Lot Purchase Contracts”) effective December 28, 2022 with Chesmar Homes, LLC, a Texas limited liability company, (“Chesmar Homes” and, together with Continental Homes and Brightland Homes, the “Builders”) for the sale of 44 single-family lots within Improvement Area #3. Chesmar Homes has completed the purchase of 18 of the lots subject to the Chesmar Lot Purchase Contract, and has agreed to take down 12 lots in the first subsequent quarter and then 13 lots quarterly thereafter. See “THE DEVELOPMENT — Status of Lot Purchase Contracts.”

### **Condominium Development**

The Developer executed a Land Purchase and Sales Contract (the “Great Gulf Land Purchase Contract”), effective February 1, 2022, with GG B2R Pecan Carillon, LP, a Texas limited partnership (“Great Gulf Carillon”) for the sale of land that comprises the medium density condominium lots. Great Gulf Carillon is an affiliate of Great Gulf Group of Companies. Great Gulf Carillon has completed the purchase of all 106 condominium lots, and has engaged the Developer to complete the development of the project under a guaranteed maximum price contract.

## The Bonds

Proceeds of the Bonds will be used to provide funds for (i) paying a portion of the Actual Costs of the Improvement Area #3 Improvements (defined herein), (ii) funding a reserve account for payment of principal and interest on the Bonds, (iii) paying a portion of the cost incidental to the organization and administration of the District, and (iv) paying costs of issuance of the Bonds. See “THE IMPROVEMENT AREA #3 IMPROVEMENTS” and “APPENDIX B — Form of Indenture.” Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Indenture. Payment of the Bonds, bonds refunding all or a portion of the Bonds (“Refunding Bonds”) and any bonds issued in exchange or replacement thereof as permitted by the Indenture (the “Bonds”) is secured by a pledge of and a lien upon the Trust Estate, consisting primarily of the Assessments and all to the extent and upon the conditions described herein and in the Indenture. See “SECURITY FOR THE BONDS” and “ASSESSMENT PROCEDURES.”

The Bonds shall never constitute an indebtedness or general obligation of the City, the State of Texas (the “State”) or any other political subdivision of the State, within the meaning of any constitutional provision or statutory limitation whatsoever, but the Bonds are limited and special obligations of the City payable solely from the Trust Estate as provided in the Indenture. Neither the faith and credit nor the taxing power of the City, the State or any other political subdivision of the State is pledged to the payment of the Bonds.

## Additional Obligations

The City expects to issue one or more series of bonds in phases (collectively, the “Future Improvement Area Bonds”) to finance the cost of internal infrastructure within each of the Future Improvement Areas as development proceeds. The estimated costs of the internal infrastructure benefiting Future Improvement Areas of the District will be determined as Future Improvement Areas of the District are developed. The Service and Assessment Plan will be updated to identify the improvements authorized by the PID Act, including those improvements listed in the Service and Assessment Plan to be constructed within Future Improvement Areas of the District to be financed by each new series of Future Improvement Area Bonds. Such Future Improvement Area Bonds will be secured by separate special assessments levied pursuant to the PID Act on assessable property within the applicable Future Improvement Areas of the District. It is not anticipated that any Future Improvement Area Bonds will be issued with respect to Improvement Area #3. See “SECURITY FOR THE BONDS — Additional Obligations and Other Liens; Refunding Bonds.”

**The Bonds and any Future Improvement Area Bonds issued by the City are separate and distinct issues of securities secured by separate assessments. Any Future Improvement Area Bonds to be issued by the City are not offered pursuant to this Limited Offering Memorandum. Investors interested in purchasing any of these other City obligations should refer to the offering documents related thereto, when and if available.**

## LIMITATIONS APPLICABLE TO INITIAL PURCHASERS

Each initial purchaser is advised that the Bonds being offered pursuant to this Limited Offering Memorandum are being offered and sold only to “accredited investors” as defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933 and “qualified institutional buyers” as defined in Rule 144A promulgated under the Securities Act of 1933. Each initial purchaser of the Bonds (each, an “Investor”) will be deemed to have acknowledged, represented and warranted to the City as follows:

1. The Investor has authority and is duly authorized to purchase the Bonds and to execute the investment letter and any other instruments and documents required to be executed by the Investor in connection with the purchase of the Bonds.
2. The Investor is an “accredited investor” under Rule 501 of Regulation D of the Securities Act of 1933 or a “qualified institutional buyer” under Rule 144A of the Securities Act of 1933, and therefore, has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the investment represented by the Bonds.
3. The Bonds are being acquired by the Investor for investment and not with a view to, or for resale in connection with, any distribution of the Bonds, and the Investor intends to hold the Bonds solely for its own account



for investment purposes and for an indefinite period of time, and does not intend at this time to dispose of all or any part of the Bonds. However, the investor may sell the Bonds at any time the Investor deems appropriate. The Investor understands that it may need to bear the risks of this investment for an indefinite time, since any sale prior to maturity may not be possible.

4. The Investor understands that the Bonds are not registered under the Securities Act of 1933 and that such registration is not legally required as of the date hereof; and further understands that the Bonds (a) are not being registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any state, (b) will not be listed in any stock or other securities exchange, and (c) will not carry a rating from any rating service.

5. The Investor acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, and the Investor has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the City, the Improvement Area #3 Improvements, the Bonds, the security therefor, and such other information as the Investor has deemed necessary or desirable in connection with its decision to purchase the Bonds (collectively, the “Investor Information”). The Investor has received a copy of this Limited Offering Memorandum relating to the Bonds. The Investor acknowledges that it has assumed responsibility for its review of the Investor Information and it has not relied upon any advice, counsel, representation or information from the City in connection with the Investor’s purchase of the Bonds. The Investor agrees that none of the City, its councilmembers, officers, or employees shall have any liability to the Investor whatsoever for or in connection with the Investor’s decision to purchase the Bonds except for gross negligence, fraud or willful misconduct. For the avoidance of doubt, it is acknowledged that the Underwriter is not deemed an officer or employee of the City.

6. The Investor acknowledges that the obligations of the City under the Indenture are special, limited obligations payable solely from amounts paid to the City pursuant to the terms of the Indenture and the City shall not be directly or indirectly or contingently or morally obligated to use any other moneys or assets of the City for amounts due under the Indenture. The Investor understands that the Bonds are not secured by any pledge of any moneys received or to be received from taxation by the City, the State or any political subdivision or taxing district thereof; that the Bonds will never represent or constitute a general obligation or a pledge of the faith and credit of the City, the State or any political subdivision thereof; that no right will exist to have taxes levied by the State or any political subdivision thereof for the payment of principal and interest on the Bonds; and that the liability of the City and the State with respect to the Bonds is subject to further limitations as set forth in the Bonds and the Indenture.

7. The Investor has made its own inquiry and analysis with respect to the Bonds and the security therefor. The Investor is aware that the development of the District involves certain economic and regulatory variables and risks that could adversely affect the security for the Bonds.

8. The Investor acknowledges that the sale of the Bonds to the Investor is made in reliance upon the certifications, representations and warranties described in items 1-7 above.

## **DESCRIPTION OF THE BONDS**

### **General Description**

The Bonds will mature on the dates and in the amounts set forth in the inside cover page of this Limited Offering Memorandum. Interest on the Bonds will accrue from the Delivery Date and will be computed on the basis of a 360-day year of twelve 30-day months and will be payable on each March 15 and September 15, commencing March 15, 2024\* (each, an “Interest Payment Date”), until maturity or prior redemption. UMB Bank, N.A., Austin, Texas is the initial Paying Agent and Registrar for the Bonds.

The Bonds will be issued in fully registered form, without coupons, in authorized denominations of \$100,000 of principal and any integral multiple of \$5,000 in excess thereof, or such smaller amount authorized by the Indenture; provided, however, that upon receipt by the Paying Agent/Registrar of written evidence that the Bonds have received an Investment Grade Rating (as defined in the Indenture), Authorized Denomination shall mean \$5,000 or any integral multiple thereof, notwithstanding any subsequent downgrade, suspension or withdrawal of such rating (the

\* Preliminary; subject to change.

“Authorized Denominations”). Upon initial issuance, the ownership of the Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”), and purchases of beneficial interests in the Bonds will be made in book-entry only form. See “BOOK-ENTRY-ONLY SYSTEM” and “SUITABILITY FOR INVESTMENT.”

**Redemption Provisions**

*Optional Redemption.* The City reserves the right and option to redeem the Bonds before their scheduled maturity dates, in whole or in part, in amounts equal to Authorized Denominations, on or after September 15, 20[ ], such redemption date or dates to be fixed by the City, at the Redemption Price.

*Extraordinary Optional Redemption.* The City reserves the right and option to redeem the Bonds before their respective scheduled maturity dates, in whole or in part, on any day of any month, at the Redemption Price from amounts on deposit in the Redemption Fund as a result of Prepayments (including related transfers to the Redemption Fund as provided in the Indenture), or as a result of unexpended amounts transferred from the IA#3 Improvements Account of the Project Fund as provided in the Indenture. The City shall notify the Trustee in writing at least forty-five (45) days before the scheduled extraordinary optional redemption date fixed by the City, or such other time period as the Trustee and the City shall mutually agree. Notwithstanding the foregoing, the Trustee will not be required to make an extraordinary optional redemption pursuant to the Indenture unless it has at least \$5,000 available in the Redemption Fund with which to redeem the Bonds. In lieu of redeeming the Bonds with the funds described in the Indenture, the City may purchase the Bonds in the open market of the maturity to be redeemed at the price not in excess of that provided in the Indenture. See “ASSESSMENT PROCEDURES — Prepayment of Assessments” for the definition and description of Prepayments.

*Mandatory Sinking Fund Redemption.* The Bonds are subject to mandatory sinking fund redemption prior to Stated Maturity and will be redeemed by the City in part at the Redemption Price from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to the Indenture, on the dates and in the respective Sinking Fund Installments as set forth in the following schedule:

**Term Bonds Maturing September 15, 20**

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 15, 20__	\$
September 15, 20__	
September 15, 20__	
September 15, 20__ *	

\* Stated Maturity

**Term Bonds Maturing September 15, 20**

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 15, 20__	\$
September 15, 20__	
September 15, 20__	
September 15, 20__ *	

\* Stated Maturity

**Term Bonds Maturing September 15, 20**

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 15, 20__	\$

September 15, 20\_\_  
September 15, 20\_\_  
September 15, 20\_\_\*

\* Stated Maturity

**Term Bonds Maturing September 15, 20**

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 15, 20__	\$
September 15, 20__	
September 15, 20__	
September 15, 20__*	

\* Stated Maturity

At least forty-five (45) days prior to each scheduled mandatory redemption date, and subject to any prior reduction authorized by the Indenture, the Trustee shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Bonds equal to the aggregate principal amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption.

The principal amount of Bonds of a Stated Maturity required to be redeemed on any mandatory sinking fund redemption date shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least 45 days prior to the mandatory sinking fund redemption date, shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

The Sinking Fund Installments of Bonds of a Stated Maturity required to be redeemed on any mandatory sinking fund redemption date shall be reduced in integral multiples of \$5,000 by any portion of such Bonds, which, at least 45 days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions, and not previously credited to a mandatory sinking fund redemption, as follows:

- (i) if the Bonds to be redeemed are selected in accordance with the 10% or Greater Manner (as defined and described below), the Sinking Fund Installment of Bonds of a Stated Maturity required to be redeemed for each mandatory sinking fund redemption date shall be reduced by the principal amount called for redemption and allocated to such Series Bond on a pro rata basis among the scheduled Sinking Fund Installments to be mandatorily redeemed on the mandatory sinking fund redemption dates; or
- (ii) if the Bonds to be redeemed are selected in accordance with the Less Than 10% Manner (as defined and described below), the Sinking Fund Installment of Bonds of a Stated Maturity required to be redeemed for each mandatory sinking fund redemption date shall be reduced by the principal amount called for redemption and allocated to such Bonds in the inverse order of mandatory sinking fund redemption dates.

Partial Redemption. If less than all of the Bonds are called for optional redemption or extraordinary optional redemption, the Bonds or portion of a Series Bond of any one maturity to be redeemed shall be selected in the following manner:

- (i) If the principal amount called for redemption is greater than or equal to ten percent (10%) of the original aggregate principal amount of the Bonds, the principal amount called for redemption shall be allocated on a pro rata basis among all Outstanding Bonds and a portion of all Outstanding Bonds shall be redeemed in the principal amount allocated to such Bonds (the “10% or Greater Manner”); and

- (ii) If the principal amount called for redemption is less than ten percent (10%) of the original aggregate principal amount of the Bonds, the Outstanding Bonds shall be redeemed in inverse order of maturity (the “Less Than 10% Manner”).

Bonds may be redeemed in minimum principal amounts of \$5,000 or any integral thereof. Each Series Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Series Bond by \$5,000.

A portion of an Outstanding Series Bond of any one maturity may be redeemed, but only in a principal amount equal to \$5,000 or any integral thereof. If a portion of an Outstanding Series Bond of a maturity is selected for redemption, the Trustee shall select the Outstanding Bonds of such maturity to be redeemed by lot. The Trustee shall treat each \$5,000 portion of such Series Bond as though it were a single Series Bond for purposes of selection for redemption. No redemption shall result in a Series Bond in a denomination of less than an Authorized Denomination; provided, however, if the amount of the Outstanding Series Bond is less than an Authorized Denomination after giving effect to such partial redemption, a Series Bond in the principal amount equal to the unredeemed portion, but not less than \$5,000, may be issued.

Upon surrender of any Series Bond for redemption in part, the Trustee in accordance with the Indenture, shall authenticate and deliver and exchange the Series Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Series Bond so surrendered, which shall be an Authorized Denomination. A new Series Bond representing the unredeemed balance of such Series Bond shall be issued to the Owner thereof, such exchange being without charge.

*Notice of Redemption to Owners.* Upon written notification by the City to the Trustee of the exercise of any redemption, the Trustee shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Series Bond or portion thereof to be redeemed, at the address shown in the Register.

The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed, any conditions to such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Series Bond shall become due and payable.

Any notice given as provided in the Indenture shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

The City has the right to rescind any optional redemption or extraordinary optional redemption by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. Upon written notice of such rescission from the City, the Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

### **BOOK-ENTRY-ONLY SYSTEM**

*This section describes how ownership of the Bonds is to be transferred and how the principal of premium, if any, and interest on the Bonds are to be paid to and credited by DTC, while the Bonds are registered in its nominee name. The information in this section concerning DTC and the Book-Entry-Only System has been provided by DTC for use in disclosure documents such as this Limited Offering Memorandum. The City and the Underwriter believe*

*the source of such information to be reliable, but neither the City nor the Underwriter takes responsibility for the accuracy or completeness thereof.*

*The City cannot and does not give any assurance that (1) DTC will distribute payments of debt service on the Bonds, or redemption or other notices, to DTC Participants, (2) DTC Participants or others will distribute debt service payments paid to DTC or its nominee (as the registered owner of the Bonds), or redemption or other notices, to the Beneficial Owners, or that they will do so on a timely basis or (3) DTC will serve and act in the manner described in this Limited Offering Memorandum. The current rules applicable to DTC are on file with the Securities and Exchange Commission (the "SEC"), and the current procedures of DTC to be followed in dealing with DTC Participants are on file with DTC.*

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered security certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC, is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its registered subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). Direct Participants and Indirect Participants are collectively referred to herein as "Participants." DTC has an S&P Global Ratings rating of "AA+". The DTC Rules applicable to its Participants are on file with the SEC.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of

significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Series Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all Bonds of the same maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant of such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, interest and all other payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or Paying Agent/Registrar, on the payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Trustee, the Paying Agent/Registrar, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, interest and payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Trustee, the Paying Agent/Registrar or the City, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Participants.

DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the City or the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered. Thereafter, Bond certificates may be transferred and exchanged as described in the Indenture.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but none of the City, the City's Financial Advisor or the Underwriter take any responsibility for the accuracy thereof.

**NONE OF THE CITY, THE TRUSTEE, THE PAYING AGENT, THE CITY'S FINANCIAL ADVISOR OR THE UNDERWRITER WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO THE DTC PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT AS NOMINEE WITH RESPECT TO THE PAYMENTS TO OR THE PROVIDING OF NOTICE FOR THE DTC PARTICIPANTS, THE INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS OF THE BONDS. THE CITY CANNOT AND DOES NOT GIVE ANY ASSURANCES THAT DTC, THE DTC PARTICIPANTS OR OTHERS WILL DISTRIBUTE PAYMENTS OF PRINCIPAL OF OR INTEREST ON THE BONDS PAID TO DTC OR ITS NOMINEE, AS THE REGISTERED OWNER, OR PROVIDE ANY NOTICES TO THE BENEFICIAL OWNERS OR THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC WILL ACT IN THE MANNER DESCRIBED IN THIS LIMITED OFFERING MEMORANDUM. THE CURRENT RULES APPLICABLE TO DTC ARE ON FILE WITH THE SECURITIES AND EXCHANGE COMMISSION, AND THE CURRENT PROCEDURES OF DTC TO BE FOLLOWED IN DEALING WITH DTC PARTICIPANTS ARE ON FILE WITH DTC.**

## SECURITY FOR THE BONDS

### General

THE BONDS ARE SPECIAL AND LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE CITY AND ARE PAYABLE SOLELY FROM THE SOURCES IDENTIFIED IN THE INDENTURE. THE OWNERS OF THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF MONEY RAISED OR TO BE RAISED BY TAXATION, OR OUT OF ANY FUNDS OF THE CITY OTHER THAN THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. NO OWNER OF THE BONDS SHALL HAVE THE RIGHT TO DEMAND ANY EXERCISE OF THE CITY’S TAXING POWER TO PAY THE PRINCIPAL OF THE BONDS OR THE INTEREST OR REDEMPTION PREMIUM, IF ANY, THEREON. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE TRUST ESTATE.

The following is a summary of certain provisions contained in the Indenture. Reference is made to the Indenture for a full statement of the terms and provisions of the Bonds. Investors must read the entire Indenture to obtain information essential to the making of an informed investment decision. See “APPENDIX B — Form of Indenture.”

The principal of, premium, if any, and interest on the Bonds are secured by a pledge of and a lien upon the Pledged Revenues (defined below), consisting primarily of certain revenue from Assessments levied against Assessed Property, respectively, and other funds comprising the Trust Estate, all to the extent and upon the conditions described herein and in the Indenture. In accordance with the PID Act, the City has caused the preparation of a 2023 Amended and Restated Service and Assessment Plan (as amended, restated and supplemented, the “2023 Amended and Restated Service and Assessment Plan”), amending the Service and Assessment Plan approved by the City Council on May 5, 2021 (as the same is amended and updated from time to time, the “Service and Assessment Plan”), which describes the special benefit received by the property within the District, including Improvement Area #3, provides the basis and justification for the determination of special benefit on such property, establishes the methodology for the levy of Assessments and provides for the allocation of Pledged Revenues for payment of principal of, premium, if any, and interest on the Bonds. The Service and Assessment Plan is reviewed and updated annually for the purpose of determining the annual budget for improvements and the Annual Installments (as defined below) of the Assessments due in a given year. The determination by the City of the assessment methodology set forth in the 2023 Amended and Restated Service and Assessment Plan is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on all current and future landowners within the District. See “APPENDIX C — Form of 2023 Amended and Restated Service and Assessment Plan.”

For the purposes of the information summarized under this heading “SECURITY FOR THE BONDS,” Bonds means any Bond or all Bonds as authorized by the Bond Ordinance and issued in accordance with the Indenture, including the Bonds, Refunding Bonds, and any Bonds issued in exchange or replacement thereof as permitted by the Indenture.

### Pledged Revenues

The City is authorized by the PID Act, the Assessment Ordinance and other provisions of State law to finance the Improvement Area #3 Improvements by levying Assessments upon properties in Improvement Area #3 of the District benefited thereby. For a description of the assessment methodology and the amounts of Assessments levied and anticipated to be levied in each phase of the District, see “ASSESSMENT PROCEDURES” and “APPENDIX C — Form of 2023 Amended and Restated Service and Assessment Plan.”

The Bonds are secured by a pledge of and a lien upon the Pledged Revenues (defined below), consisting primarily of Assessment Revenue (defined below), and other funds comprising the Trust Estate, all to the extent and upon the conditions described herein and in the Indenture. Pursuant to the Indenture:

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

“Annual Installment” means, with respect to each Improvement Area #3 Assessed Property, each annual installment payment of the Assessments as calculated by the Administrator and approved by the City Council, including (i) principal, (ii) interest, (iii) Annual Collection Costs; and (iv) the Additional Interest.

“Assessment Revenue” means monies collected by or on behalf of the City from any one or more of the following: (i) an Assessment levied against an Assessed Property, or Annual Installment payment thereof, including any interest on such Assessment or Annual Installment thereof during any period of delinquency, (ii) a Prepayment, (iii) Delinquent Collection Costs, and (iv) Foreclosure Proceeds.

“Delinquent Collection Costs” means for an Assessed Property, interest, penalties, and other costs and expenses authorized by the PID Act that directly or indirectly relate to the collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under the 2023 Amended and Restated Service and Assessment Plan, including costs and expenses to foreclose liens.

“Foreclosure Proceeds” means the proceeds, including interest and penalty interest, received by the City from the enforcement of the Assessments against any Improvement Area #3 Assessed Property or Improvement Area #3 Assessed Properties, whether by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Costs.

“Pledged Funds” means the Pledged Revenue Fund, the Bond Fund, the Project Fund (but only with respect to such accounts of the Project Fund created pursuant to the Indenture), the Reserve Fund, and the Redemption Fund.

“Pledged Revenues” means the sum of (i) Assessment Revenue (other than Delinquent Collection Costs); (ii) the moneys held in any of the Pledged Funds; and (iii) any additional revenues that the City may pledge to the payment of Bonds.

“Trust Estate” means the Trust Estate described in the granting clauses of the Indenture.

The City will covenant, agree, and warrant in the Indenture that it will take and pursue all actions permissible under applicable laws to cause the Assessments to be collected and the liens thereof to be enforced continuously. See “— Pledged Revenue Fund.” See also “APPENDIX B — Form of Indenture” and “APPENDIX C — Form of 2023 Amended and Restated Service and Assessment Plan.”

The PID Act provides that the Assessments (including any reassessment, with interest, the expense of collection and reasonable attorney’s fees, if incurred) are a first and prior lien (the “Assessment Lien”) against the Improvement Area #3 Assessed Property, superior to all other liens or claims, except liens and claims for the State, county, school district, municipality, or other political subdivisions of the State for ad valorem taxes and are a personal liability of and charge against the owners of property, regardless of whether the owners are named. Pursuant to the PID Act, the Assessment Lien is effective from the date of the Assessment Ordinance until the Assessments are paid (or otherwise discharged), and is enforceable by the City Council in the same manner that an ad valorem property tax levied against real property may be enforced by the City Council. See “ASSESSMENT PROCEDURES” herein.

### **Collection and Enforcement of Assessments**

For so long as any Bonds are Outstanding and amounts are due to the Developer under the Improvement Area #3 Reimbursement Agreement to reimburse it for the funds it has contributed to pay Actual Costs of the Improvement Area #3 Improvements, the City covenants, agrees and warrants that it will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof enforced



continuously, in the manner and to the maximum extent permitted by Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Assessments.

The City will determine or cause to be determined, no later than February 15 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Assessment or the corresponding Assessed Property in Improvement Area #3.

### **Unconditional Levy of Assessments**

The City will impose Assessments on the Assessed Property to pay the principal of and interest on the Bonds scheduled for payment from Pledged Revenues as described in the Indenture and in the 2023 Amended and Restated Service and Assessment Plan and coming due during each fiscal year. The Assessments became effective or will become effective on the date of, and strictly in accordance with the terms of, the Assessment Ordinance. Each Assessment may be paid immediately in full or in periodic Annual Installments over a period of time equal to the term of the Bonds, which installments shall include interest on the Assessments. Pursuant to the Assessment Ordinance, interest on the Assessments will be calculated at the rate of interest on the Bonds plus 0.50%, calculated on the basis of a 360-day year of twelve 30-day months. Such rate may be adjusted as described in the 2023 Amended and Restated Service and Assessment Plan. Each Annual Installment will be calculated on or before October 1 of each year and shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments of the Assessments will be due when billed and will be delinquent if not paid prior to February 1, 2024.

As authorized by Section 372.018(b) of the PID Act, the City will calculate and collect each year while the Bonds are Outstanding and unpaid an assessment to pay the annual costs incurred by the City in the administration and operation of Improvement Area #3. The portion of each Annual Installment of an Assessment used to pay such annual costs shall remain in effect from year to year until all Bonds are finally paid or until the City adjusts the amount of the levy after an annual review in any year pursuant to Section 372.013 of the PID Act. The Assessments to pay annual expenses shall be due in the manner set forth in the Assessment Ordinance on October 1 of each year and shall be delinquent if not paid by February 1 of the following year. Such portion of the Assessments to pay Annual Collection Costs do not secure repayment of the Bonds.

There will be no discount for the early payment of Assessments.

Assessments, together with interest, penalties, and expense of collection and reasonable attorneys' fees, as permitted by the Texas Tax Code, shall be a first and prior lien against the property assessed, superior to all other liens and claims, except liens or claims for State, county, school district or municipality ad valorem taxes and shall be a personal liability of and charge against the owner of the property regardless of whether the owners are named. The lien for Assessments and penalties and interest began or will begin on the effective date of the Assessment Ordinance and continues until the Assessments are paid or until all Bonds are finally paid.

Failure to pay an Annual Installment when due shall not accelerate the payment of the remaining Annual Installments of the Assessments and such remaining Annual Installments (including interest) shall continue to be due and payable at the same time and in the same amount and manner as if such default had not occurred.

### **Perfected Security Interest**

Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the Trust Estate provided for in the Indenture, and such pledge is, under current law, valid, effective and perfected. The City shall cause to be filed all appropriate initial financing statements, if any, to ensure that the Trustee (for the benefit of the Owners of the Bonds) is granted a valid and perfected first priority lien on the entire Trust Estate. Nothing in the Indenture shall obligate the Trustee to file any initial financing statements. Upon the City's timely delivery of a copy of such filed initial financing statement, if any, to the Trustee, the Trustee shall file continuation statements of such initial financing statement(s) in the same jurisdictions as the initial financing statement(s) previously provided to the

Trustee. Unless the Trustee is otherwise notified in writing by the City, the Trustee may rely upon the initial financing statements in filing any continuation statements in the Indenture. See “APPENDIX B — Form of Indenture.”

### **Project Collection Fund**

While any Bonds are Outstanding, Travis County (the “County”), by agreement with the City, may collect Assessment Revenue on the City’s behalf. If the County, whether acting by and through its Tax Office or otherwise, presents or otherwise tenders to the Trustee such collected Assessment Revenue for deposit on the City’s behalf, the Trustee shall accept such Assessment Revenue and deposit the same into the Project Collection Fund. The Trustee shall, as directed by the City pursuant to a City Certificate, deposit or cause to be deposited all of that portion of the Assessment Revenue deposited into the Project Collection Fund that consists of the Annual Collection Costs and the Delinquent Collection Costs to the Administrative Fund and, as directed pursuant to a City Certificate, on or before February 20, 2024, and on or before February 20 and August 20 of each year thereafter while the Bonds are Outstanding, deposit or cause to be deposited all of that portion of the Assessment Revenue deposited into the Project Collection Fund that consists of Pledged Revenue into the Pledged Revenue Fund.

### **Pledged Revenue Fund**

Upon the Trustee’s receipt of the Pledged Revenues from the Project Collection Fund, the Trustee shall deposit or cause to be deposited the Pledged Revenues to be applied by the Trustee in the following order of priority:

- (i) first, to the Pledged Revenue Fund in an amount sufficient to pay debt service on the Bonds next coming due in such calendar year;
- (ii) second, to the Reserve Account of the Reserve Fund in an amount to cause the amount in the Reserve Account to equal the Reserve Account Requirement;
- (iii) third, to the Additional Interest Reserve Account of the Reserve Fund in an amount equal to the Additional Interest, to cause the amount in the Additional Interest Reserve Account to equal the Additional Interest Reserve Requirement;
- (iv) fourth, to the Project Fund to pay Actual Costs of the Improvement Area #3 Improvements; and
- (v) fifth, to pay other costs permitted by the PID Act.

Along with each transfer to the Trustee, the City shall provide a City Certificate as to the funds, accounts and payments into which the amounts are to be deposited or paid.

From time to time as needed to pay the obligations relating to the Bonds, but no later than five (5) Business Days before each Interest Payment Date, the Trustee shall withdraw from the Pledged Revenue Fund and transfer to the Principal and Interest Account of the Bond Fund, an amount, taking into account any amounts then on deposit in such Principal and Interest Account, such that the amount on deposit in the Principal and Interest Account equals the principal (including any Sinking Fund Installments) and interest due on the Bonds on the next Interest Payment Date.

If, after the foregoing transfers and any transfer from the Reserve Fund, there are insufficient funds to make the payments provided in the paragraph above, the Trustee shall apply the available funds in the Principal and Interest Account first to the payment of interest, then to the payment of principal (including any Sinking Fund Installments) on the Bonds, in the manner described in the Indenture.

Notwithstanding the above, the Trustee shall deposit as soon as practicable after receipt Prepayments to the Pledged Revenue Fund and after such deposit shall transfer such Prepayments to the Redemption Fund. The Trustee shall also deposit as soon as practicable after receipt Foreclosure Proceeds to the Pledged Revenue Fund and after such deposit shall transfer Foreclosure Proceeds, as directed by the City pursuant to a City Certificate, first to the Reserve Fund to restore any transfers from the accounts within the Reserve Fund made with respect to the Improvement Area #3 Assessed Property or Improvement Area #3 Assessed Properties to which the Foreclosure Proceeds relate (first, to replenish the Reserve Account Requirement, and second, to replenish the Additional Interest Reserve Requirement), and second, to the Redemption Fund.

After satisfaction of the requirement to provide for the payment of the principal and interest on the Bonds and to fund any deficiency that may exist in any Account of the Reserve Fund and transfer of funds pursuant to the above (as described in the Indenture), the City may direct the Trustee by City Certificate to apply Assessments for any lawful purposes permitted by the PID Act for which the Assessments may be applied. The Trustee may rely on such written direction of the City and shall have no obligation to determine the lawful purposes permitted under the PID Act.

### **Bond Fund**

On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments) and interest then due and payable on the Bonds.

If amounts in the Principal and Interest Account are insufficient for the purposes set forth in the paragraph above, the Trustee shall withdraw from the Reserve Fund amounts to cover the amount of such insufficiency in the order, as described in the Indenture. Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

### **Project Fund**

Money on deposit in the IA#3 Improvements Account and the Costs of Issuance Account of the Project Fund shall be used for the purposes specified in the Indenture.

Disbursements from the IA#3 Improvements Account of the Project Fund to pay the Actual Costs of the Improvement Area #3 Improvements shall be made by the Trustee upon receipt by the Trustee of one or more City Certificates containing a properly executed and completed Certification for Payment. The disbursement of funds from the IA#3 Improvements Account of the Project Fund pursuant to a City Certificate shall be deemed to be pursuant to and in accordance with the disbursement procedures described in the Financing and Reimbursement Agreement and the Indenture.

If the City Representative reasonably determines that amounts then on deposit in the IA#3 Improvements Account of the Project Fund are not expected to be expended for purposes of the IA#3 Improvements Account due to the abandonment, or constructive abandonment, of the Improvement Area #3 Improvements, such that, in the reasonable opinion of the City Representative after a reasonable inquiry or concurrence of the Developer, as applicable, it is unlikely that the amounts in the IA#3 Improvements Account of the Project Fund will ever be expended for the purposes of the IA#3 Improvements Account, the City Representative after a reasonable inquiry or concurrence of the Developer, as applicable, shall file a City Certificate with the Trustee which identifies the amounts then on deposit in the IA#3 Improvements Account that are not expected to be used for purposes of the IA#3 Improvements Account. If such City Certificate is so filed, the amounts on deposit in the IA#3 Improvements Account shall be transferred to the Redemption Fund to redeem Bonds on the earliest practical date after notice of redemption has been provided in accordance with this Indenture.

Upon the filing of a City Certificate stating that all of the Improvement Area #3 Improvements have been completed and that all Actual Costs of the Improvement Area #3 Improvements allocable to the Assessed Property have been paid, or that any such Actual Costs are not required be paid from the IA#3 Improvements Account of the Project Fund, the Trustee shall (i) transfer the amount, if any remaining within the IA#3 Improvements Account of the Project Fund to the Principal and Interest Account of the Bond Fund, and (ii) close the IA#3 Improvements Account of the Project Fund.

### **Reserve Account of the Reserve Fund**

Pursuant to the Indenture, a Reserve Account will be created within the Reserve Fund for the benefit of the Bonds and held by the Trustee and will be funded with proceeds of the Bonds in the amount of the Reserve Account Requirement. Pursuant to the Indenture, the "Reserve Account Requirement" for the Bonds shall be an amount equal to the least of (i) Maximum Annual Debt Service on the Bonds as of the Closing Date therefor, (ii) 125% of the average Annual Debt Service on the Bonds as of the Closing Date therefor, or (iii) 10% of the lesser of the par amount of the Outstanding Bonds or the original issue price of the Bonds; provided, however, that such amount shall be

reduced by any transfers made pursuant to prepayments or excess earnings in the Reserve Account, as set forth in the Indenture, and as a result of optional redemption, the Reserve Account Requirement shall be reduced by a percentage equal to the pro rata principal amount of Bonds redeemed by such redemption divided by the total principal amount of the Outstanding Bonds prior to such redemption. As of the date of delivery of the Bonds, the Reserve Account Requirement equals \$ \_\_\_\_\_, which is an amount equal to the [Maximum Annual Debt Service] on the Bonds as of the Closing Date therefor.

Whenever, on any Interest Payment Date, the amount on deposit in the Principal and Interest Account of the Bond Fund is insufficient to pay the debt service on the Bonds due on such date, the Trustee shall transfer first from the Additional Interest Reserve Account of the Reserve Fund (described below), and second from the Reserve Account of the Reserve Fund to the Bond Fund in the amount necessary to cure such deficiency. In such event, the Additional Interest shall be used to replenish first, the Reserve Account and second, the Additional Interest Reserve Account.

If, after a Reserve Fund withdrawal, the amount on deposit in the Reserve Account of the Reserve Fund is less than the Reserve Account Requirement, the Trustee shall transfer from the Pledged Revenue Fund to the Reserve Account of the Reserve Fund the amount of such deficiency, in accordance with the Indenture, but only to the extent that such amount is not required for the timely payment of principal, interest, or Sinking Fund Installments.

Whenever the Bonds are to be redeemed with the proceeds of Prepayments pursuant to extraordinary optional redemption, a proportionate amount in the Reserve Account of the Reserve Fund shall be transferred on the Business Day prior to the redemption date by the Trustee to the Redemption Fund to be applied to the redemption of the Bonds. The amount so transferred from the Reserve Account of the Reserve Fund shall be equal to an amount representing the difference between (i) the lesser of (A) the Reserve Account Requirement prior to redemption and (B) the amount actually on deposit in the Reserve Account prior to redemption, and (ii) the Reserve Account Requirement after such redemption; provided, however, no such transfer from the Reserve Account shall cause the amount on deposit therein to be less than the Reserve Account Requirement to be in effect after such redemption. If after such transfer, and after applying investment earnings on the Redemption Fund toward payment of accrued and unpaid interest to the date of redemption on the Bonds to be redeemed, there are insufficient funds to pay the principal amount plus accrued and unpaid interest on such Bonds to the date fixed for redemption of the Bonds to be redeemed as a result of such Prepayment, the Trustee shall transfer an amount equal to the shortfall from the Additional Interest Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds.

At the final maturity of the Bonds, the amount on deposit in the Reserve Account and the Additional Interest Reserve Account shall be transferred to the Redemption Fund and applied to the payment of the principal of the Bonds.

#### **Additional Interest Reserve Account of the Reserve Fund**

The Trustee will transfer an amount equal to the Additional Interest (as defined below) from the Pledged Revenue Fund to the Additional Interest Reserve Account on February 20, 2024 and on the twentieth day of each month thereafter until the amount on deposit in the Additional Interest Reserve Account is equal to the Additional Interest Reserve Requirement]; provided, however, that at any time the amount on deposit in the Additional Interest Reserve Account is less than the Additional Interest Reserve Requirement, the Trustee shall resume depositing the Additional Interest (as defined below) into the Additional Interest Reserve Account until the Additional Interest Reserve Requirement has accumulated in the Additional Interest Reserve Account. The Additional Interest Reserve Requirement is an amount equal to 5.5% of the par amount of the Bonds. The “Additional Interest” is the 0.50% interest above the interest rate borne by the Bonds, authorized by Section 372.018(a) of the PID Act. Whenever, on any Interest Payment Date, or on any other date at the written request of the City Representative, the amount on deposit in the Additional Interest Reserve Account exceeds the Additional Interest Reserve Requirement, the Trustee shall provide written notice to the City of the amount of the excess (the “Excess Additional Interest Reserve Amount”). Such excess on deposit in the Additional Interest Reserve Account shall be transferred, at the direction of the City pursuant to a City Certificate, to the Administrative Fund for the payment of Annual Collection Costs or to the Redemption Fund in order to effect the redemption of the Bonds pursuant to extraordinary optional redemption. In the event that the Trustee does not receive a City Certificate directing the transfer of the Excess Additional Interest Reserve Amount to the Administrative Fund within forty-five (45) days of providing notice to the City of such Excess Additional Interest Reserve Amount, the Trustee shall transfer the Excess Additional Interest Reserve Amount to the Redemption Fund and redeem the Bonds pursuant to extraordinary optional redemption. See “APPENDIX B — Form of Indenture” and “APPENDIX C — Form of 2023 Amended and Restated Service and Assessment Plan.”

Moneys deposited in the Additional Interest Reserve Account will be used and withdrawn by the Trustee for the purpose of making transfers to the Principal and Interest Account of the Bond Fund, pursuant to, and at the times specified in, the Indenture to pay a portion of the accrued interest on Bonds being redeemed pursuant to an extraordinary optional redemption for Prepayments. The amount to be transferred shall be an amount, for each Prepayment, equal to the amount of any shortfall, after transfers from the Reserve Account of the Reserve Fund as described above and application of investment earnings on the Prepayment toward payment of accrued interest, necessary to pay the principal amount plus accrued interest on such Bonds to be redeemed as a result of the Prepayment.

As discussed above, if, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds due on such date, the Trustee shall transfer any available funds on deposit first from the Additional Interest Reserve Account, and second from the Reserve Account of the Reserve Fund, to the Bond Fund in the amount necessary to cure such deficiency. In such event, the Additional Interest shall be used to replenish first, the Reserve Account, and second, the Additional Interest Reserve Account.

At the final maturity of the Bonds, the amount on deposit in the Additional Interest Reserve Account shall be transferred to the Redemption Fund and applied to the payment of the principal of the Bonds.

### **Administrative Fund**

The City will create under the Indenture an Administrative Fund held by the Trustee. On or before February 20, 2024, and on or before each February 20 and August 20 of each year thereafter while the Bonds are Outstanding, the City shall deposit or cause to be deposited to the Administrative Fund the amounts collected each year to pay Annual Collection Costs, other than the Annual Collection Costs and Delinquent Collection Costs deposited into the Project Collection Fund. Moneys in the Administrative Fund shall be held by the Trustee separate and apart from the other Funds created and administered hereunder and used as directed by a City Certificate solely for the purposes set forth in the 2023 Amended and Restated Service and Assessment Plan. See “APPENDIX C — Form of 2023 Amended and Restated Service and Assessment Plan.”

**THE ADMINISTRATIVE FUND SHALL NOT BE PART OF THE TRUST ESTATE AND SHALL NOT BE SECURITY FOR THE BONDS.**

### **Defeasance**

All Outstanding Bonds shall prior to the Stated Maturity or redemption date thereof be deemed to have been paid and to no longer be deemed Outstanding if (i) in case any such Bonds are to be redeemed on any date prior to their Stated Maturity, the Trustee shall have given notice of redemption on said date as provided in the Indenture, (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Defeasance Securities the principal of and the interest on which when due will provide moneys which, together with any moneys deposited with the Trustee at the same time, shall be sufficient to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, (iii) the Trustee shall have received a report by an independent certified public accountant selected by the City verifying the sufficiency of the moneys or Defeasance Securities deposited with the Trustee to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (iv) if the Bonds are then rated, the Trustee shall have received written confirmation from each rating agency then rating the Bonds that such deposit will not result in the reduction or withdrawal of the rating on the Bonds, and (v) the Trustee shall have received an opinion of Bond Counsel to the effect that (A) any Bond having been deemed to have been paid as provided in the Indenture is no longer Outstanding hereunder and is no longer secured by or entitled to the benefits of the Indenture, (B) such defeasance is in accordance with the terms hereof and (C) such defeasance will not adversely affect the exclusion of interest on such Bond from gross income for purposes of federal income taxation. Neither Defeasance Securities nor moneys deposited with the Trustee nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Bonds. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall be reinvested in Defeasance Securities as directed in writing by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds on and prior to such

redemption date or maturity date thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

Furthermore, all rights of the City to initiate proceedings to call the defeased Bonds for redemption or take any other action amending the terms of the defeased Bond are extinguished; provided, however, that the right to call the Bonds for redemption is not extinguished if the City: (i) in the proceedings providing for such defeasance, expressly reserves the right to call the defeased Bonds for redemption; (ii) gives notice of the reservation of that right to the owners of the defeased Bonds immediately following the defeasance; (iii) directs that notice of the reservation be included in any defeasance or redemption notices that it authorizes; and (iv) at or prior to the time of the redemption, satisfies the conditions of the preceding paragraph with respect to such defeased Bonds as though it was being defeased at the time of the exercise of the option to redeem the defeased Bonds, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the defeased Bonds.

“Defeasance Securities” means Investment Securities then authorized by applicable law for the investment of funds to defease public securities. “Investment Securities” mean those authorized investments described in the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended; and that at the time made are included in and authorized by the City’s official investment policy as approved by the City Council from time to time. Under current State law, Investment Securities that are authorized for the investment of funds to defease public securities are (a) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America; (b) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality, and that, on the date the governing body of the City adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; and (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the City adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent.

There is no assurance that the current law will not be changed in a manner which would permit investments other than those described above to be made with amounts deposited to defease the Bonds. Because the Indenture does not contractually limit such investments, Developer may be deemed to have consented to defeasance with such other investments, notwithstanding the fact that such investments may not be of the same investment quality as those currently permitted under State law. There is no assurance that the ratings for U.S. Treasury securities used as Defeasance Securities or that for any other Defeasance Security will be maintained at any particular rating category.

### **Events of Default**

Each of the following occurrences or events constitutes an “Event of Default” under the Indenture:

- (i) The failure of the City to deposit the Pledged Revenues to the Pledged Revenue Fund;
- (ii) The failure of the City to enforce the collection of the Assessments including the prosecution of foreclosure proceedings;
- (iii) The failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; and
- (iv) Default in the performance or observance of any other covenant, agreement or obligation of the City under the Indenture and the continuation thereof for a period of ninety (90) days after written notice to the City by the Trustee, or by the Owners of a Quarter in Interest of the Bonds with a copy to the Trustee, specifying such default by the Owners of a Quarter in Interest of the Bonds requesting that the failure be remedied.

### **Immediate Remedies for Default**

Subject to the limitations on liability of the City provided within the Indenture, upon the happening and continuance of any of the Events of Default, the Trustee may, and at the written direction of the Owners of a Quarter

in Interest of the Bonds and its receipt of indemnity satisfactory to it shall, proceed against the City for the purpose of protecting and enforcing the rights of the Owners under the Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by the Indenture or by Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained herein, or injunction; provided, however, that any action for money damages against the City shall be limited in recovery to the assets of the Trust Estate, including the Pledged Revenues and Pledged Funds. The Trustee retains the right to obtain the advice of counsel in its exercise of remedies for default.

THE PRINCIPAL OF THE BONDS SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

If the assets of the Trust Estate are sufficient to pay all amounts due with respect to all Outstanding Bonds, in the selection of Trust Estate assets to be used in the payment of Bonds due under the provisions of the Indenture, the City shall determine, in its absolute discretion, and shall instruct the Trustee by City Certificate, which Trust Estate assets shall be applied to such payment and shall not be liable to any Owner or other Person by reason of such selection and application; provided, however, the City Certificate shall account and provide for payment in full of all amounts then due under the Indenture, including but not limited to full payment of principal and interest due and payable on bonds similarly secured. In the event that the City shall fail to deliver to the Trustee such City Certificate, the Trustee shall select and liquidate or sell Trust Estate assets as provided in the following paragraph, and shall not be liable to any Owner, or other Person, or the City by reason of such selection, liquidation or sale.

Whenever moneys are to be applied pursuant to the provisions of the Indenture, irrespective of and whether other remedies authorized under the Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms as the Trustee may deem appropriate and as may be required by law and apply the proceeds thereof in accordance with the provisions of the Indenture. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the City, and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the City shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the judgment of the Trustee, proper for the purpose which may be designated in such request.

#### **Restriction on Owner's Actions**

No Owner shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of the Indenture or for the execution of any trust or any other remedy thereunder, unless (i) a default has occurred and is continuing of which the Trustee has been notified in writing, (ii) such default has become an Event of Default and the Owners of a Quarter in Interest of the Bonds have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (iii) the Owners have furnished to the Trustee indemnity as provided in Section 9.2 of the Indenture, (iv) the Trustee has for sixty (60) days after such notice failed or refused to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name, (v) no written direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Owners of a majority of the aggregate principal amount of the Bonds then Outstanding, and (vi) notice of such action, suit, or proceeding is given to the Trustee in writing; however, all proceedings at law or in equity shall be instituted and maintained in the manner provided herein and for the equal benefit of the Owners of all Bonds then Outstanding. The notification, request and furnishing of indemnity set forth above shall, at the option of the Trustee as advised by counsel, be conditions precedent to the execution of the powers and trusts of the Indenture and to any action or cause of action for the enforcement of the Indenture or for any other remedy thereunder.

Subject to provisions of the Indenture with respect to certain liabilities of the City, nothing in the Indenture shall affect or impair the right of any Owner to enforce, by action at law, payment of any Bond at and after the maturity thereof, or on the date fixed for redemption or the obligation of the City to pay each Bond issued thereunder to the respective Owners thereof at the time and place, from the source and in the manner expressed therein and in the Bonds.

In case the Trustee or any Owners shall have proceeded to enforce any right under the Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Owners, then and in every such case the City, the Trustee and the Owners shall be restored to their former positions and rights thereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

### **Application of Revenues and Other Moneys after Default**

All moneys, securities, funds and Pledged Revenues, Pledged Funds and other assets of the Trust Estate and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of Article XI of the Indenture shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including its counsel fees, costs, and expenses), liabilities, and advances incurred or made by the Trustee and the fees of the Trustee in carrying out the Indenture, during the continuance of an Event of Default, notwithstanding Section 11.2 of the Indenture, shall be applied by the Trustee, on behalf of the City, to the payment of interest and principal or Redemption Price then due on Bonds, as follows:

(i) **FIRST:** To the payment to the Owners entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the Owners entitled thereto, without any discrimination or preference; and

(ii) **SECOND:** To the payment to the Owners entitled thereto of the unpaid principal of Outstanding Bonds, or Redemption Price of any Bonds which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal due and to the Owners entitled thereto, without any discrimination or preference.

Within ten (10) days of receipt of such good and available funds, the Trustee may fix a record and payment date for any payment to be made to Owners.

In the event funds are not adequate to cure any of the Events of Default, the available funds shall be allocated to the Bonds that are Outstanding in proportion to the quantity of Bonds that are currently due and in default under the terms of the Indenture.

The restoration of the City to its prior position after any and all defaults have been cured shall not extend to or affect any subsequent default under the Indenture or impair any right consequent thereon.

### **Investment of Funds**

Money in any Fund or Account established pursuant to the Indenture shall be invested by the Trustee as directed by the City pursuant to a City Certificate filed with the Trustee at least two (2) business days in advance of the making of such investment in time deposits or certificates of deposit secured in the manner required by law for public funds, or be invested in direct obligations of, including obligations the principal and interest on which are unconditionally guaranteed by, the United States of America, in obligations of any agencies or instrumentalities thereof, or in such other investments as are permitted under the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended, or any successor law, as in effect from time to time; provided that all such deposits and investments shall be made in such manner (which may include repurchase agreements for such investment with any primary dealer of such agreements) that the money required to be expended from any Fund will be available at the proper time or times. Such investments shall be valued each year in terms of current market value as of September 30. Amounts in the Additional Interest Reserve Account may not be invested above the Yield (as defined in the Indenture) on the Bonds, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such yield restriction will not adversely affect the exemption from federal income tax of the interest on any Bond. For purposes of maximizing investment returns, to the extent permitted by law, money in such Funds may be invested in common investments of the kind described above, or in a common pool of such investment which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and



the share thereof purchased with such money or owned by such Fund are held by or on behalf of each such Fund. If necessary, such investments shall be promptly sold in order to make the disbursements required or permitted by the Indenture or to prevent any default.

Obligations purchased as an investment of moneys in any Fund or Account shall be deemed to be part of such Fund or Account, subject, however, to the requirements of the Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds and Accounts. Whenever in the Indenture any moneys are required to be transferred by the City to the Trustee, such transfer may be accomplished by transferring a like amount of Investment Securities, unless the City instructs the Trustee otherwise by written direction.

**Against Encumbrances**

Other than Refunding Bonds, the City shall not create and, to the extent Pledged Revenues are received, shall not suffer to remain, any lien, encumbrance or charge upon the Pledged Revenues, the Pledged Funds, the Trust Estate, or any other property pledged under the Indenture, except any pledge created for the equal and ratable security of the Bonds. So long as Bonds are Outstanding, the City shall not issue any bonds, notes or other evidences of indebtedness secured by any pledge of or other lien or charge on the Pledged Revenues, the Pledged Funds, the Trust Estate or other property pledged under the Indenture, except that the City may issue Refunding Bonds in accordance with the terms of the Indenture.

**Additional Obligations or Other Liens; Refunding Bonds**

The City reserves the right to issue obligations under other indentures, assessment ordinances, or similar agreements or other obligations which do not constitute or create a lien on the Trust Estate and are not payable from the Trust Estate.

Other than Refunding Bonds issued to refund all or a portion of the Bonds, the City will not create or voluntarily permit to be created any debt, lien or charge on any portion of the Trust Estate, and will not cause or allow any matter or things whatsoever whereby the lien of the Indenture or the priority thereof might or could be lost or impaired; and further covenants that it will pay or cause to be paid or will make adequate provisions for the satisfaction and discharge of all lawful claims and demands which if unpaid might by law be given precedence over or any equality with the Indenture as a lien or charge upon the Trust Estate; provided, however, that nothing in the Indenture shall require the City to apply, discharge, or make provision for any such lien, charge, claim, or demand so long as the validity thereof shall be contested by it in good faith, unless thereby, in the opinion of Bond Counsel or counsel to the Trustee, the same would endanger the security for the Bonds.

**SOURCES AND USES OF FUNDS\***

The table that follows summarizes the expected sources and uses of proceeds of the Bonds:

Sources of Funds:	
Principal Amount	\$4,255,000
TOTAL SOURCES	\$
Use of Funds:	
Deposit to IA#3 Improvements Account of the Project Fund	\$
Deposit to Reserve Account of the Reserve Fund	
Deposit to Administrative Fund	
Deposit to Costs of Issuance Account of the Project Fund	
Underwriter Discount <sup>(1)</sup>	
TOTAL USES	\$

<sup>(1)</sup> Includes Underwriter’s Counsel’s fee in the amount of \$ \_\_\_\_\_.  
\* Preliminary; subject to change.

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**DEBT SERVICE REQUIREMENTS\***

The following table sets forth the anticipated debt service requirements for the Bonds:

<b><u>Year Ending</u></b> <b><u>(September 30)</u></b>	<b><u>Principal</u></b>	<b><u>Interest</u></b>	<b><u>Total</u></b>
2024	\$	\$	\$
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
2046			
2047			
2048			
2049			
2050			
2051			
2052			
2053			
<b>Total<sup>(1)</sup></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

<sup>(1)</sup> To be updated and completed upon pricing  
\* Preliminary; subject to change.

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**OVERLAPPING TAXES AND DEBT**

The land within the District has been, and is expected to continue to be, subject to taxes and assessments imposed by taxing entities other than the City. Such taxes are payable in addition to the Assessments.

**Overlapping Jurisdictions Tax Rates**

The land within Improvement Area #3 lies within the corporate limits of the City. The land within Improvement Area #3 has been, and is expected to continue to be, subject to taxes and assessments imposed by taxing entities other than the City. Such taxes are payable in addition to the Assessments.

Improvement Area #3 is located within the City, Travis County, the Manor Independent School District (“Manor ISD”), Travis Central Health, Travis County Emergency Services District #12 (“Travis County ESD #12”) and the Austin Community College District (“ACC”), all of which may levy ad valorem taxes upon land in Improvement Area #3 for payment of debt incurred by such governmental entities and/or for payment of maintenance and operations expenses. The City has no control over the level of ad valorem taxes or special assessments levied by such other taxing authorities. The following table reflects the overlapping ad valorem tax rates currently levied on property located in Improvement Area #3.

<u>Taxing Entity</u>	<i>At Delivery of the Bonds Tax Year 2022 Ad Valorem Tax Rate<sup>(1)</sup></i>	<i>Projected at Build Out Tax Year 2022 Ad Valorem Tax Rate<sup>(1)</sup></i>
The City	\$ 0.747000	\$ 0.747000
Travis County	0.318239	0.318239
Travis Central Health	0.098684	0.098684
Travis County ESD #12	0.100000	0.100000
Austin Community College District	0.098700	0.098700
Manor Independent School District	<u>1.352000</u>	<u>1.352000</u>
<b>Total Existing Tax Rate</b>	<b><u>\$ 2.714623</u></b>	<b><u>\$ 2.714623</u></b>
Estimated Average Annual Installment in the District as tax rate equivalent per Equivalent Unit	<u>\$ 0.33213<sup>(2)</sup></u>	<u>\$ 0.33213<sup>(3)</sup></u>
<b>Total Tax Rate and Average Annual Installment for the District as tax rate equivalent per \$100 in value</b>	<b><u>\$ 3.046757<sup>(3)</sup></u></b>	<b><u>\$ 3.045757<sup>(3)</sup></u></b>

Source: Travis Central Appraisal District, the City, and Administrator.

- (1) As reported by the taxing entities. Per \$100 taxable appraised value.
- (2) Based on \$30,200,000 estimated appraised value as provided in the Appraisal.
- (3) Derived from information presented in Exhibit K-1 of the 2023 Amended and Restated Service and Assessment Plan. Based on \$156,605,460 estimated build out value for Improvement Area #3 as provided by the Developer. Pursuant to the Development Agreement the estimated average annual installment as a tax rate equivalent cannot exceed \$0.33. Preliminary, subject to change.

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**Overlapping Debt of the District**

As noted above, the District includes territory located in other governmental entities that may issue or incur debt secured by the levy and collection of ad valorem taxes or assessments. Set forth below is an overlapping debt table showing the outstanding indebtedness payable from ad valorem taxes with respect to property within the District, as of March 31, 2023, and City debt secured by the Assessments:

<u>Taxing or Assessing Entity</u>	<u>Total Outstanding Debt</u>	<u>Estimated % Applicable<sup>(1)</sup></u>	<u>Direct and Estimated Overlapping Debt<sup>(1)</sup></u>
The City (the Bonds)	\$ 4,255,000*	100.000%	\$ 4,255,000*
The City (Ad Valorem Tax Supported Debt)	33,630,000	1.6782%	564,364
Travis County	900,550,000	0.0104%	93,253
Travis County Healthcare District	73,795,000	0.0104%	7,644
Austin Community College District	414,210,000	0.0086%	35,519
Manor Independent School District	514,159,999	0.2998%	1,541,475
	\$1,940,599,999		\$6,497,255

Source: Municipal Advisory Council of Texas and the City.

\* Preliminary; subject to change.

(1) Based on the estimated appraised value of the District provided by the Appraisal.

**Agricultural Valuation**

If land is devoted principally to agricultural use, the landowner can apply for an agricultural valuation on the property and pay ad valorem taxes based on the land’s agricultural value. Agricultural use includes production of crops or livestock. It also can include leaving the land idle for a government program or for normal crop or livestock rotation.

If land qualified for an agricultural valuation and the land use changes to a non-agricultural use, “rollback taxes” are assessed for each of the previous five years in which the land received the lower agricultural valuation. The rollback tax is the difference between taxes paid on land’s agricultural value and the taxes that the land owner would have paid if the land had been taxed on a higher market value plus interest charged for each year from the date on which taxes would have been due. If the land use changes to a non-agricultural use on only a portion of a larger tract, the landowner can fence off the remaining land and maintain the agricultural valuation on the remaining land. In this scenario, the landowner would only be responsible for rollback taxes on that portion of the land where use changed and not the entire tract.

The property within Improvement Area #3 is under development and no longer subject to an agricultural valuation with respect to ad valorem taxes. The Developer paid the rollback taxes.

**Homeowners’ Association**

In addition to the taxes and the Assessments described above, the Developer anticipates that each owner of a single-family lot within Improvement Area #3 will pay an annual maintenance and operation fee and/or a property owners’ association fee to a homeowners’ association (the “Homeowners’ Association”) to be formed by the Developer.

**ASSESSMENT PROCEDURES**

**General**

*Capitalized terms used under this caption and not otherwise defined in this Limited Offering Memorandum shall have the meanings given in the 2023 Amended and Restated Service and Assessment Plan.*

As required by the PID Act, when the City determines to defray a portion of the costs of the Improvement Area #3 Improvements through Assessments, it must adopt a resolution generally describing the Improvement Area #3 Improvements and the land within Improvement Area #3 of the District to be subject to Assessments to pay the

costs therefor. The City has caused assessment rolls to be prepared (the “Assessment Rolls”), which Assessment Rolls will show the land within Improvement Area #3 to be assessed, the amount of the benefit to and the Assessment against each lot or parcel of land and the number of Annual Installments in which the Assessment is divided. The Assessment Rolls will be filed with the City Secretary and made available for public inspection. Statutory notice was given to the owners of the property to be assessed and a public hearing was conducted to hear testimony from affected property owners as to the propriety and advisability of undertaking the Improvement Area #3 Improvements and funding the same with Assessments.

The City expects to proceed to levy the Assessments and adopt the Assessment Ordinance immediately prior to adopting the Bond Ordinance on June 21, 2023. After such adoptions, the Assessments will become legal, valid and binding liens upon the property against which the Assessments are made.

Under the PID Act, the costs of Improvement Area #3 Improvements may be assessed by the City against the assessable property in Improvement Area #3 of the District so long as the special benefit conferred upon the Assessed Properties by the Improvement Area #3 Improvements equals or exceeds the Assessments relating to such Assessed Properties. The costs of the Improvement Area #3 Improvements may be assessed using any methodology that results in the imposition of equal shares of cost on Assessed Properties similarly benefited. The allocation of benefits and assessments to the benefited land within Improvement Area #3 of the District is presented in the 2023 Amended and Restated Service and Assessment Plan, which should be read in its entirety. See “APPENDIX C — Form of 2023 Amended and Restated Service and Assessment Plan.”

### **Assessment Methodology**

The 2023 Amended and Restated Service and Assessment Plan describes the special benefit to be received by each parcel of assessable property as a result of the Improvement Area #3 Improvements, provides the basis and justification for the determination that such special benefit exceeds the Assessments being levied, and establishes the methodology by which the City allocates the special benefit of the Improvement Area #3 Improvements in a manner that results in equal shares of costs being apportioned to parcels similarly benefited.

The City has determined that the Improvement Area #3 Improvements are allocated entirely to the Improvement Area #3 Parcel.

As described in the 2023 Amended and Restated Service and Assessment Plan, a portion of the costs of the Improvement Area #3 Improvements are being funded with proceeds of the Bonds, which are payable from and secured by Pledged Revenues and other funds comprising the Trust Estate.

### **The 2023 Amended and Restated Service and Assessment Plan will be updated prior to closing of the Bonds to reflect final pricing thereof.**

*Assessments.* As further set forth in the 2023 Amended and Restated Service and Assessment Plan, the benefits received by the Improvement Area #3 Improvements are currently allocated 100% to Improvement Area #3 Assessed Property by spreading the entire Assessment across the Improvement Area #3 Parcel.

*Method of Reallocation of Assessments upon Subdivision.* Once a lot has an Assessment applied to it and then proceeds to be subdivided again, Assessments will be reallocated based upon estimated buildout value (as defined in the 2023 Amended and Restated Service and Assessment Plan) but in no event will the new subdivision cause the sum of the Assessments for the subdivided lots to be greater than the Assessment for the lot prior to its subdivision. The allocation method used above is to insure there will not be an increase in the Assessment for each specific parcel. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to the 2023 Amended and Restated Service and Assessment Plan shall be reflected in an update to the 2023 Amended and Restated Service and Assessment Plan approved by the City Council.

The following table provides the proposed allocation of the Assessments and the estimated value to lien ratio for Improvement Area #3 based on Lot Type.

**Estimated Improvement Area #3 Value to Lien Ratios<sup>(1)</sup>**

<u>Lot Type</u>	<u>Number of Lots</u>	<u>Base Lot Price<sup>(2)</sup></u>	<u>Estimated Average Base Home Price<sup>(3)</sup></u>	<u>Estimated Buildout Value<sup>(3)(4)</sup></u>	<u>Assessment per Lot<sup>(4)</sup></u>	<u>Estimated Ratio of Value of Base Lot Price to Assessment</u>	<u>Estimated Ratio of Value of Base Home Price to Assessment</u>
50'	176	\$82,680	\$413,400	\$72,758,400	\$17,740.29	4.66:1	23.30:1
55'	49	90,948	454,740	22,282,260	19,514.32	4.66:1	23.30:1
60'	60	99,216	496,080	29,764,800	21,288.35	4.66:1	23.30:1
Condo	106	60,000	300,000	31,800,000	12,873.94	4.66:1	23.30:1

- (1) Preliminary; subject to change.
- (2) Based on actual base lot prices from the Lot Purchase Contracts. The base lot price for lots having a designated fifty percent (50%) impervious cover limit under applicable law is \$62,500. The base lot price for lots having a designated forty percent (40%) impervious cover limit under applicable law is \$60,000 per lot. Does not include additional fees to be paid by the Developer. See "THE DEVELOPMENT — Development Plan. See "THE DEVELOPMENT — Status of Lot Purchase Contracts."
- (3) The Estimated Average Base Home Price is provided by the Developer. No assurances can be given that projected home prices and buildout values will be realized. Home prices in the Appraisal may differ.
- (4) Derived from information in the 2023 Amended and Restated Service and Assessment Plan.

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*Method of Reallocation of Assessments upon Consolidation.* Upon the consolidation of two or more Improvement Area #3 Assessed Properties, the Assessments for the consolidated Assessed Properties shall be the sum of the Assessments prior to consolidation. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it will be prepaid by such amount by the party requesting the consolidation of the Assessed Properties. Any reallocation pursuant to the 2023 Amended and Restated Service and Assessment Plan shall be reflected in an update to the 2023 Amended and Restated Service and Assessment Plan approved by the City Council of the City. The consolidation of any Improvement Area #3 Assessed Property shall be considered an administrative action and will not require any notice or public hearing (as defined in the PID Act) by the City Council of the City.

The City has determined the method of allocation for the costs of the Authorized Improvements will result in the imposition of equal shares of the Assessments on parcels similarly situated within the District. The Assessments and interest thereon are expected to be paid in Annual Installments. The determination by the City of the assessment methodology set forth in the 2023 Amended and Restated Service and Assessment Plan is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer, all other current owners of property within the District and all future owners and developers within the District. See “APPENDIX C — Form of 2023 Amended and Restated Service and Assessment Plan.”

### **Collection and Enforcement of Assessment Amounts**

Under the PID Act, the Annual Installments may be collected in the same manner and at the same time as regular ad valorem taxes of the City. The Assessments may be enforced by the City in the same manner that an ad valorem tax lien against real property is enforced. Delinquent installments of the Assessments incur interest, penalties and attorney’s fees in the same manner as delinquent ad valorem taxes. Under the PID Act, the Assessment Lien is a first and prior lien against the property assessed, superior to all other liens and claims except liens or claims for State, county, school district or municipal ad valorem taxes. See “BONDHOLDERS’ RISKS — Assessment Limitations” herein.

In the Indenture, the City will covenant to collect, or cause to be collected, Assessments as provided in the Assessment Ordinance. No less frequently than annually, City staff or a designee of the City shall prepare, and the City Council shall approve, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and a calculation of the Annual Installment for each Parcel. Assessments for Annual Collection Costs shall be allocated among all Parcels in proportion to the amount of the Annual Installments for the Parcels.

In the Indenture, the City will covenant, agree and warrant that, for so long as any Bonds are Outstanding, that it will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Assessments.

To the extent permitted by law, notice of the Annual Installments will be sent by, or on behalf of the City, to the affected property owners on the same statement or such other mechanism that is used by the City, so that such Annual Installments are collected simultaneously with ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City.

The City will determine or cause to be determined, no later than February 15 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Assessments or the corresponding Assessed Property.

The City will implement the basic timeline and procedures for Assessment collections and pursuit of delinquencies set forth in Exhibit C of the Disclosure Agreement of Issuer set forth in APPENDIX E-1 and to comply therewith to the extent that the City reasonably determines that such compliance is the most appropriate timeline and procedures for enforcing the payment of delinquent Assessments.

The City shall not be required under any circumstances to expend any funds for Delinquent Collection Costs in connection with its covenants and agreements under the Indenture or otherwise other than with funds on deposit in the Administrative Fund.

Annual Installments will be paid to the City or its agent. Annual Installments are due when billed on or about October 1 of each year and become delinquent on February 1 of the following year. In the event Assessments are not timely paid, there are penalties and interest as set forth below:

Date Payment	Cumulative <u>Received</u>	Cumulative <u>Penalty</u>	Cumulative <u>Interest</u>	<u>Total</u>
February		6%	1%	7%
March		7%	2%	9%
April		8%	3%	11%
May		9%	4%	13%
June		10%	5%	15%
July		12%	6%	18%

After July, the penalty remains at 12%, and interest accrues at the rate of 1% each month. In addition, if an account is delinquent in July, a 20% attorney’s collection fee may be added to the total penalty and interest charge. In general, property subject to lien may be sold, in whole or in parcels, pursuant to court order to collect the amounts due. An automatic stay by creditors or other entities, including governmental units, could prevent governmental units from foreclosing on property and prevents liens for post-petition taxes from attaching to property and obtaining secured creditor status unless, in either case, an order lifting the stay is obtained from the bankruptcy court. In most cases, post-petition Assessments are paid as an administrative expense of the estate in bankruptcy or by order of the bankruptcy court.

**Assessment Amounts**

*Assessment Amounts.* The maximum amounts of the Assessments will be established by the methodology described in the 2023 Amended and Restated Service and Assessment Plan. The Assessment Rolls set forth for each year the Annual Installment for each Assessed Property consisting of (i) the annual portion allocable to the payment of principal and interest on the Bonds, which amount includes the Additional Interest; and (ii) the portion of the Annual Installment allocable to Annual Collection Costs. The Annual Installments for Improvement Area #3 will be determined annually during the Annual Service Plan Update. The Assessments have been or will be levied against the parcels comprising the Assessed Property as indicated on the respective Assessment Rolls. See “APPENDIX C — Form of 2023 Amended and Restated Service and Assessment Plan” and “APPENDIX F —Financing and Reimbursement Agreement.”

The Annual Installments shown on the Assessment Rolls will be reduced to equal the actual costs of repaying the Bonds (which amount will include the Additional Interest of the interest costs) and actual Annual Collection Costs (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

*Method of Apportionment of Assessments.* For purposes of the 2023 Amended and Restated Service and Assessment Plan, the City Council has determined that the Assessments shall be initially allocated to the Assessed Property based on the ratio of estimated buildout value of each Assessed Property to estimated buildout value of all Assessed Properties.

As the existing parcels are subsequently divided, the Assessments will be further apportioned pro rata based on the estimated build-out value of the newly created parcels. See “ASSESSMENT PROCEDURES — Assessment Methodology” and “APPENDIX C — Form of 2023 Amended and Restated Service and Assessment Plan.”

The Bonds are secured by a first lien on and pledge of Pledged Revenues, including the Assessments. See “SECURITY FOR THE BONDS” and “APPENDIX C — Form of 2023 Amended and Restated Service and Assessment Plan.”

The following table provides the expected allocation of Assessments based on proposed Lot Types.



**Assessment Allocation by Lot Type in the Improvement Area #3<sup>(1)</sup>**

<u>Lot Type</u>	Planned Number of <u>Lots</u>	Estimated Buildout Value per <u>Lot</u>	Maximum Assessment <u>Per Lot</u>	Total Assessments <u>per Lot Type</u>	Average Annual Installments <u>Per Lot</u>	Equivalent Tax Rate <u>per \$100 AV<sup>(2)</sup></u>
50'(Lot Type 4)	176	\$413,400	\$17,740.29	\$3,122,291	\$1,373.01	\$0.3321
55'(Lot Type 5)	49	454,740	19,514.32	956,202	1,510.37	0.3321
60'(Lot Type 6)	60	496,080	21,288.35	1,277,301	1,647.67	0.3321
Condominium (Lot Type 7)	106	300,000	12,874.94	1,364,638	996.42	0.3321
<b>Total/ Weighted Average</b>	<b>391</b>	<b>\$400,525</b>	<b>\$17,187.80</b>	<b>\$6,720,431</b>	<b>\$1,330.25</b>	<b>\$0.3321</b>

- (1) Based on the concept plan for the District. Derived from information in the 2023 Amended and Restated Service and Assessment Plan. The actual Lot counts and estimated buildout value may vary from that shown above.
- (2) Derived from information in the 2023 Amended and Restated Service and Assessment Plan. Pursuant to the Development Agreement the maximum assessment per lot may not result in a tax rate equivalent that exceeds \$0.33 per \$100 valuation.

**Prepayment of Assessments**

*Voluntary Prepayment of Assessments.* The owner of the Assessed Property may pay, at any time, all or any part of an Assessment in accordance with the PID Act. Interest costs from the date of prepayment to the date of redemption of the applicable PID Bonds, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If an Assessment is paid in full, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced to zero and the Assessment Roll to be revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of an updated 2023 Amended and Restated Service and Assessment Plan; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate; and (4) the City shall provide the owner with a recordable “Notice of PID Assessment Termination.”

If an Assessment is paid in part, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced and the Assessment Roll revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of updated 2023 Amended and Restated Service and Assessment Plan; and (3) the obligation to pay the Assessment and corresponding Annual Installments shall be reduced to the extent of the prepayment made.

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

*True-Up if Maximum Assessment Exceeded at Plat.* Prior to the approval of a final subdivision plat, the Administrator shall certify that the final plat will not cause the Assessment for any Lot Type to exceed the Maximum Assessment. If the subdivision of any Assessed Property by a final subdivision plat causes the Assessment per Lot for any Lot Type to exceed the applicable Maximum Assessment for such Lot Type, the Owner must partially prepay the Assessment for each Assessed Property that exceeds the applicable Maximum Assessment for such Lot Type in an amount sufficient to reduce the Assessment to the applicable Maximum Assessment for such Lot Type. The City’s approval of a final subdivision plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay such Assessments.

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

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property,) (the “Remaining Property”), following the reclassification of the Taken Property as Non-Benefited Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner of the Remaining Property will remain liable to pay in Annual Installments, or payable as otherwise provided by the 2023 Amended and Restated Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the Maximum Assessment, the owner of the Remaining Property will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed the Maximum Assessment, in which case the Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the City receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against the amount of prepayment, with any remainder credited against the assessment on the Remaining Property.

In all instances the Assessment remaining on the Remaining Property shall not exceed the Maximum Assessment.

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a \$100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefited Property and the remaining 90 acres of Remaining Property shall be subject to the \$100 Assessment (provided that this \$100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the \$100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment on the Remaining Property by \$10, then the owner shall be required to pay \$10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to be \$90.

Notwithstanding the previous paragraphs in this subsection, if the owner of the Taken Property notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value requirement, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment to the Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirements. Said owner will remain liable to pay the Annual Installments on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this subsection, the Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirement on all outstanding PID Bonds.

Reduction of Assessments. If, as a result of cost savings or an Authorized Improvement not being constructed, the Actual Costs of completed Authorized Improvements are less than the Assessments, the City Council shall reduce each Assessment on a pro-rata basis such that the sum of the resulting reduced Assessments for all Assessed Properties equals the reduced Actual Costs. Excess PID Bond proceeds shall be applied to redeem outstanding PID Bonds. The Assessments shall not, however, be reduced to an amount less than the outstanding PID Bonds.

### **Priority of Lien**

The Assessments or any reassessment, the expense of collection, and reasonable attorney’s fees, if incurred, constitute a first and prior lien against the property assessed, superior to all other liens and claims except liens or claims for the State, county, school district or municipal ad valorem taxes, and are a personal liability of and charge against the owners of the property regardless of whether the owners are named. The lien is effective from the date of the respective Assessment Ordinance until the Assessment is paid and may be enforced by the City in the same manner

as an ad valorem tax levied against real property may be enforced by the City. The owner of any property assessed may pay the entire Assessment levied against any lot or parcel, together with accrued interest to the date of payment, at any time. See “ASSESSMENT PROCEDURES — Prepayment of Assessments.”

### **Foreclosure Proceedings**

In the event of delinquency in the payment of any Annual Installment, except for unpaid Assessments on homestead property (unless the lien associated with the Assessment attached prior to the date the property became a homestead), the City is empowered to order institution of an action in State district court to foreclose the lien of such delinquent Annual Installment. In such action the real property subject to the delinquent Annual Installments may be sold at judicial foreclosure sale for the amount of such delinquent Annual Installments, plus penalties and interest.

Any sale of property for nonpayment of an installment or installments of an Assessment will be subject to the lien established for remaining unpaid installments of the Assessment against such property and such property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent installments of the Assessments against such property as they become due and payable. Judicial foreclosure proceedings are not mandatory. In the event a foreclosure is necessary, there could be a delay in payments to Owners of the Bonds pending prosecution of the foreclosure proceedings and receipt by the City of the proceeds of the foreclosure sale. It is possible that no bid would be received at the foreclosure sale, and in such event there could be an additional delay in payment of the principal of and interest on the Bonds or such payment may not be made in full. The City is not required under any circumstance to purchase or make payment for the purchase of the delinquent Assessment on the corresponding Assessed Property.

In the Indenture, the City will covenant to take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and to cause no reduction, abatement or exemption of the Assessments, provided that the City is not required to expend any funds for collection and enforcement of Assessments other than funds on deposit in the Administrative Fund. Pursuant to the Indenture, Foreclosure Proceeds (excluding Delinquent Collection Costs) constitute Pledged Revenues to be deposited into the Pledged Revenue Fund upon receipt by the City and distributed in accordance with the Indenture. See “APPENDIX B — Form of Indenture.” See also “APPENDIX E-I — Form of Disclosure Agreement of Issuer” for a description of the expected timing of certain events with respect to collection of the delinquent Assessments.

The City will not be obligated to fund foreclosure proceedings out of any funds other than in the Administrative Fund. If Pledged Revenues are insufficient to pay foreclosure costs, the Owners of the Bonds may be required to pay amounts necessary to continue foreclosure proceedings. See “APPENDIX B — Form of Indenture” and “APPENDIX C — Form of 2023 Amended and Restated Service and Assessment Plan.”

## **THE CITY**

### **Background**

The City is located in eastern Travis County, and sits approximately 12 miles east of Austin, Texas. Access to the City is provided by State Highway 290 and FM 973. The City covers approximately 9.76 square miles. The City’s location is part of the growing Austin-Round Rock Metroplex and has resulted in rapid growth over the last several years. The City’s 2020 census population was 13,652. The City was ranked the 7<sup>th</sup> fastest growing suburb in America in 2018 and 2019. The City’s population estimate as of January 31, 2023 is 19,620.

### **City Government**

The City is a political subdivision and is a home rule municipality of the State of Texas, duly organized and existing under the laws of the State, including the City’s Home Rule Charter. The City adopted a Home Rule Charter on May 12, 2007, and which was amended in 2020. The City operates under a Council/Manager form of government with a City Council comprised of the Mayor and six Council members who are elected for staggered three-year terms. The City Council formulates operating policy for the City while the City Manager is the chief administrative officer.

The current members of the City Council and their respective expiration of terms of office are as follows:

<u>Name</u>	<u>Term Expires</u> <u>(November)</u>
Dr. Christopher Harvey	2024
Emily Hill	2024
Anne Weir	2026
Maria Amezcua	2024
Sonia Wallace	2026
Aaron Moreno	2024
Deja Hill	2026

The principal administrators of the City include the following:

<u>Name</u>	<u>Position</u>
Scott Moore	City Manager
Lluvia T. Almaraz	City Secretary
Lydia M. Collins	Director of Finance

General information regarding the City and the surrounding area can be found in “APPENDIX A - General Information Regarding the City and Surrounding Area.”

### THE DISTRICT

#### General

The PID Act authorizes municipalities, such as the City, to create public improvement districts within their boundaries or extraterritorial jurisdiction, and to impose assessments within the public improvement districts to pay for certain improvements. The District was created by Resolution No. 2018-10 of the City adopted on November 7, 2018 in accordance with the PID Act (the “Creation Resolution”) for the purpose of undertaking and financing the cost of certain public improvements within the District, including the Improvement Area #3 Improvements, authorized by the PID Act and approved by the City Council that confer a special benefit on the District property. The City adopted Resolution No. 2020-11 on October 7, 2020, which authorized adding additional land to the boundaries of the District. The District is not a separate political subdivision of the State and is administered by the City Council. A map of the property within the District is included on page iv hereof.

#### Powers and Authority of the City

Pursuant to the PID Act, the City may establish and create the District and undertake, or reimburse a developer for the costs of, improvement projects that confer a special benefit on property located within the District, whether located within the City limits or the City’s extraterritorial jurisdiction. The PID Act provides that the City may levy and collect special assessments on property in the District, or portions thereof, payable in periodic installments based on the benefit conferred by an improvement project to pay all or part of its cost.

Pursuant to the PID Act and the Creation Resolution, the City has the power to undertake, or reimburse a developer for the costs of, the financing, acquisition, construction or improvement of the Improvement Area #3 Improvements. See “THE IMPROVEMENT AREA #3 IMPROVEMENTS.” Pursuant to the authority granted by the PID Act and the Creation Resolution, the City has determined to undertake the construction, acquisition or purchase of certain roadway, water, wastewater and storm drainage improvements within Improvement Area #3 of the District and to finance a portion of the costs thereof through the issuance of the Bonds. The City has further determined to provide for the payment of debt service on the Bonds through Pledged Revenues. See “ASSESSMENT PROCEDURES” herein and “APPENDIX C — Form of 2023 Amended and Restated Service and Assessment Plan.”

## THE IMPROVEMENT AREA #3 IMPROVEMENTS

### General

The Improvement Area #3 Improvements consist of the “Improvement Area #3 Improvements,” which consist of the local infrastructure benefitting only Improvement Area #3 of the District. See “THE IMPROVEMENT AREA #3 IMPROVEMENTS” and “THE DEVELOPMENT — Development Plan.” Developer is responsible for the completion of the construction, acquisition and purchase of the Improvement Area #3 Improvements. To the extent that the proceeds of the Bonds are not sufficient to fund the Improvement Area #3 Improvements, the balance of the Actual Costs for Improvement Area #3 Improvements will be paid for by Developer. See “THE DEVELOPMENT — Development Plan.”

The Appraisal (as defined below) estimates that the “As Vacant” market value of Improvement Area #3, as of April 10, 2023 (the “Date of Value”), is \$30,200,000.

The Appraisal is attached hereto as APPENDIX H and should be read in its entirety in order to understand the meaning and basis of the information set forth therein. The Appraisal is addressed to the City and the Underwriter. Investors should not assume that the disposition of the lots in Improvement Area #3 of the District in the event of default would provide sufficient funds to pay the principal of Bonds outstanding at that time. The conclusions reached in the Appraisal are subject to certain assumptions, which are set forth in the Appraisal. See “APPRAISAL” for further information.

### Improvement Area #3 Improvements

The Improvement Area #3 Improvements include roadway, water, wastewater and drainage improvements benefitting Improvement Area #3 of the District. A description of the Improvement Area #3 Improvements follows:

Water. Improvements including trench excavation and embedment, trench safety, PVC piping, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide water service to each Lot within Improvement Area #3.

Wastewater. Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide wastewater service to each Lot within Improvement Area #3.

Drainage. Improvements including trench excavation and embedment, trench safety, reinforced concrete pipe, manholes, storm outfalls, storm drain inlets, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to ensure proper drainage of the public roadways within Improvement Area #3.

Roadway. Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for sidewalks and high modulus mixtures for roadways, testing, handicapped ramps, and streetlights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included to provide roads to each Lot within Improvement Area #3.

Soft Costs. Include costs associated with engineering and design of Improvement Area #3 Improvements including permits, fees and fiscals.

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The table below reflects the total estimated costs for the Improvement Area #3 Improvements, including costs of issuing the Bonds.

	<b>Improvement Area #3 [a]</b>
Water	\$ 1,199,062
Wastewater	1,777,998
Drainage	3,229,931
Roadway	3,012,678
Soft Costs	<u>1,382,950</u>
	\$ 10,602,619
Debt Service Reserve Fund	\$ 295,350
Underwriter Discount	127,950
Cost of Issuance	276,575
First Year Annual Collection Costs	<u>30,000</u>
	\$ 729,875
<b>Total</b>	<b>\$ 11,332,194</b>

**Notes:**

[a] Costs were determined by engineering report provided by Kimley-Horn and Associates dated 1/30/2023. Improvement Area #3 is within the Major Improvement Area and therefore funds a portion of the Major Improvements. Source: 2023 Amended and Restated Service and Assessment Plan; preliminary, subject to change.

**Ownership and Maintenance of Improvement Area #3 Improvements**

The Improvement Area #3 Improvements will be dedicated to and accepted by the City either by fee or through a public use easement and will constitute a portion of the City’s infrastructure improvements. The City will provide for the ongoing operation, maintenance and repair of the roadway, water, wastewater and storm drainage portions of the Improvement Area #3 Improvements, constructed and conveyed, as outlined in the 2023 Amended and Restated Service and Assessment Plan.

**THE DEVELOPMENT**

*The following information has been provided by the Developer. Certain of the following information is beyond the direct knowledge of the City, the City’s Financial Advisor or the Underwriter, and none of the City, the City’s Financial Advisor or the Underwriter have any way of guaranteeing the accuracy of such information. The Developer has reviewed this Limited Offering Memorandum and warrants and represents that neither (i) the information under the caption “THE DEVELOPMENT” nor (ii) the information relating to the Developer’s plan for developing the land within the District (the “Development”) under the subcaption “BONDHOLDERS’ RISKS — Dependence Upon Developer” contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made herein, in the light of the circumstances under which they are made, not misleading. At the time of delivery of the Bonds to the Underwriter, the Developer will deliver a certificate to this effect to the City and the Underwriter.*

**Overview**

The Development is an approximately 602.9-acre development project located in the fast-growing Austin-Round Rock TX Metropolitan Statistical Area. The Development is wholly within the city limits of the City and is situated in the northeast portion of Travis County along Old Kimbro Road, north of US Highway 290, approximately 12 miles northwest of the downtown central business district of Austin, Texas.

Property within the District comprising the Development was purchased by Sky Village Kimbro and RHOF in 2016 for a long-term residential and commercial development project. By deed, dated October 31, 2019, Forestar acquired a majority portion of the property, also referred to herein as the Forestar Parcels, within the District and was assigned to develop all of the residential property in the District. Forestar also owns a portion of the commercial

property within the District, also referred to herein as the Forestar Commercial Parcels, which it intends to sell to a third-party commercial developer who will be assigned to develop Forestar Commercial Parcels. RHOF retained a minority portion of the property and will develop a portion of the commercial property located on Highway 290, also referred to herein as the RHOF Commercial Parcels, within the District. Sky Village Kimbro no longer owns any of the land within the District.

The Development is being developed by the Developer as a long-term development to consist of residential and commercial land use. See “THE DEVELOPER — History and Financing of the District.” In addition, the Development will include park(s) and open space areas for its residents, and others, to enjoy. This combination will provide its residents a community environment in which to live. Furthermore, the Development is located within the Manor Independent School District.

### **Development Plan**

The District is expected to include five residential phases of development with some additional commercial development. Future residential phases and the commercial development will all be included in the Future Improvement Areas of the District. See “APPENDIX C — Form of 2023 Amended and Restated Service and Assessment Plan.”

Development has commenced on the Improvement Area # 3 Improvements. Development of the Major Improvements commenced in January of 2021 and was completed in December 2021. In addition to the Authorized Improvements, the Developer has agreed, pursuant to the Development Agreement, to dedicate approximately 41.52 acres of parkland and approximately 183.7 acres of open space to the City, for a total of 225.22 acres (the “Parkland and Open Space”).

*Major Improvements.* The Major Improvements include Phase 1 of the Wastewater Treatment Plant, roadway improvements (including the MAD4 Roadway), right-of-way acquisition and soft costs to serve the entire District. Construction of Phase 1 of the Wastewater Treatment Plant was completed in August of 2022. Construction on the remaining Major Improvements, including the initial segment of the MAD4 Roadway, began in January of 2021 and was completed and accepted by the City in December of 2021. The total costs of the Major Improvements was \$9,525,302.

As development of the District proceeds, the City will commence construction on Phase 2 of the Wastewater Treatment Plan, currently anticipated to begin in the fourth quarter of 2023. Phase 2 of the Wastewater Treatment Plant will not be financed through the District, but rather the costs of Phase 2 of the Wastewater Treatment Plant will be financed by the Developer, which costs will be eligible for reimbursement from TIRZ Revenues, if certain criteria under the TIRZ Project and Finance Plan are met, and Impact Fee rebates. See “TIRZ Project and Finance Plan” below.

*Improvement Area #3 Improvements.* The Improvement Area #3 Improvements include water, wastewater, drainage, roadway, and soft costs necessary to serve Improvement Area #3. The costs of the Improvement Area #3 Improvements are expected to be approximately \$10,602,619\*. Improvement Area #3 is expected to contain 285 single-family lots and 106 condominium lots. The Developer has completed all of the lots in Improvement Area #3. As of April 1, 2023, the Developer has spent \$10,602,619 toward the construction of the Improvement Area #3 Improvements. Home construction commenced in Improvement Area #3 in February of 2023.

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\* Preliminary, subject to change.

The Developer’s current expectations regarding estimated home and lot prices and lot absorption in Improvement Area #3 and Future Improvement Areas of the District are as follows:

**Lot and Home Prices and Absorption in Improvement Area #3**

Approximate Lot Width (Sq. Ft.)	Quantity	Estimated Base Lot Price <sup>(1)</sup>	Estimated Average Base Home Price <sup>(2)</sup>	Absorption Period of Lots	Projected Absorption Period of Homes to Homeowners <sup>(3)</sup>
50'	176	\$82,680	\$413,400	Completed	Q2 2024
55'	49	90,948	454,740	Completed	Q2 2024
60'	60	99,216	496,080	Completed	Q1 2024
<b>Subtotal</b>	<b>285</b>				
Condos	106	60,000	300,000	Completed	Q4 2024

<sup>(1)</sup> Based on actual base lot prices from the Lot Purchase Contracts. The base lot price for lots having a designated fifty percent (50%) impervious cover limit under applicable law is \$62,500. The base lot price for lots having a designated forty percent (40%) impervious cover limit under applicable law is \$60,000 per lot. Does not include additional fees to be paid by the Developer.

<sup>(2)</sup> The Average Base Home Prices are provided by the Developer. Home prices in the Appraisal may differ.

<sup>(3)</sup> The expected final sale date of homes to homeowners and does not include any lots reserved for model homes. Based on projections provided by Developer and subject to change.

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**Lot and Home Prices and Absorption in the Major Improvement Area**

Approximate Lot Width (Sq. Ft.)	Quantity	Estimated Base Lot Price <sup>(1)</sup>	Estimated Average Base Home Price <sup>(2)</sup>	Projected Absorption Period of Lots <sup>(3)</sup>	Projected Absorption Period of Homes to Homeowners <sup>(4)</sup>
<i>Phase 4</i>					
50'	234	\$ 66,245	\$ 314,663	Q3 2026	Q3 2027
55'	19	72,869	320,183	Q3 2026	Q3 2027
<b>Subtotal</b>	<b>253</b>				
Condos	265				
<i>Phase 5</i>					
50'	88	\$ 66,245	\$314,663	Q1 2028	Q1 2029
55'	12	72,869	320,183	Q1 2028	Q1 2029
60'	97	79,494	331,224	Q1 2028	Q1 2029
<b>Subtotal</b>	<b>197</b>				
<b>Total</b>	<b>715</b>				

(1) Based on projections, assuming 2% inflation, provided by Developer and subject to change. Does not include additional fees to be paid by the Developer.

(2) Based on projections, assuming 2% inflation, provided by Developer and subject to change. The 2023 Amended and Restated Service and Assessment Plan estimated buildout value for the Major Improvement Area does not take into account inflation. Home prices in the Appraisal may differ.

(3) The expected completion date of Lots. Based on projections provided by Developer and subject to change.

(4) The expected final sale date of homes to homeowners and does not include any lots reserved for model homes. Based on projections provided by Developer and subject to change.

**Status of Lot Purchase Contracts**

Improvement Area #3 is expected to contain 285 single-family lots and 106 condominium lots in total. As of April of 2023, the Developer has completed all 285 single-family lots of Improvement Area #3 and all 106 condominium lots within Improvement Area #3.

The Developer has executed the Continental Lot Purchase Contract One for the sale of 51 single-family lots within Improvement Area #3. Continental Homes is a wholly-owned subsidiary of D.R. Horton. Continental Homes has completed the purchase of the 51 lots subject to Continental Lot Purchase Contract One. The Developer has also executed the Continental Lot Purchase Contract Two for the sale of 45 single-family lots within Improvement Area #3. Continental Homes has agreed to take down 15 lots quarterly beginning in June 2023 under the Continental Lot Purchase Contract Two. See “THE DEVELOPMENT — Status of Lot Purchase Contracts.”

The Developer has executed the Brightland Lot Purchase Contract for the sale of 67 single-family lots within Improvement Area #3. Brightland Homes has completed the purchase of 49 of the lots subject to Brightland Lot Purchase Contract, and has agreed to take down 16 lots quarterly thereafter. See “THE DEVELOPMENT — Status of Lot Purchase Contracts.”

The Developer has executed the Chesmar Lot Purchase Contract and, together with the Continental Lot Purchase Contract One, the Continental Lot Purchase Contract Two and the Brightland Lot Purchase Contract, the “Lot Purchase Contracts”) effective December 28, 2022 with Chesmar Homes, LLC, a Texas limited liability company, (“Chesmar Homes” and, together with Continental Homes and Brightland Homes, the “Builders”) for the sale of 44 single-family lots within Improvement Area #3. Chesmar Homes has completed the purchase of 18 of the lots subject to the Chesmar Lot Purchase Contract, and has agreed to take down 12 lots in the first subsequent quarter and then 13 lots quarterly thereafter. See “THE DEVELOPMENT — Status of Lot Purchase Contracts.”

## Condominium Development

The Developer executed a the Great Gulf Land Purchase Contract for the sale of land that comprises the medium density condominium lots. Great Gulf Carillon is an affiliate of Great Gulf Group of Companies. Great Gulf Carillon has completed the purchase of all 106 condominium lots, and has engaged the Developer to complete the development of the project under a guaranteed maximum price contract.

## Commercial Development

RHOF expects to develop the RHOF Commercial Parcels in the Development once a substantial amount of the homes in the District are complete. The Forestar Commercial Parcels will be sold and assigned to a commercial developer at a later date for the development of the Forestar Commercial Parcels. Parkland Dedication

Pursuant to the Creation Resolution and the Development Agreement between the City and Developer as successor in interest to Sky Village Kimbro and RHOF, Developer must dedicate the Parkland and Open Space to the City, which dedication includes approximately 33.7 acres as parkland and approximately 183.7 acres of open space (which open space includes flood plain) for a total of 217.4 acres, together with 7.82 acres of land that was previously conveyed to the City by Developer, for a total of 225.2 acres. The Developer will also construct parkland improvements (the “Parkland Improvements”) in the Parkland and Open Space to include pedestrian trails, trailheads, shade structures, seating, and recreational playing field(s). To date, the City’s community park has been constructed and includes a playscape, open fields, pavilion, hammocks and enhanced landscaping. Additional trail systems have also been constructed along the Development’s flood plain. See “THE DEVELOPMENT — Development Plan.”

## HOA Amenities

Forestar has agreed to construct the “HOA Amenities,” expected to consist of, among other things, a swimming pool, pool house, and playground (collectively, the “Amenity Center”). The Developer anticipates that the HOA Amenities will cost approximately \$1,500,000 to construct. Forestar commenced construction of the Amenity Center in February of 2022 and anticipates completion of such construction by July of 2023. The Amenity Center will be available to all single-family and condominium residents. All of the HOA Amenities will be owned, operated and maintained by the Homeowners’ Association.

## Development Agreement

The City, Sky Village Kimbro and RHOF entered into the Development Agreement (Manor Heights) effective November 7, 2018, as amended by the First Amendment to Development Agreement effective November 6, 2019 and the Second Amendment to the Development Agreement effective October 21, 2020. After Forestar acquired the residential parcels, Sky Village Kimbro and RHOF assigned all of their rights under the Development Agreement (save and except the RHOF Commercial Parcels) to Forestar on October 31, 2019. Thereafter, the City and Forestar entered into the Third Amendment to the Development Agreement effective June 15, 2022 (the Development Agreement (Manor Heights), as amended, is herein referred to as the “Development Agreement”). The Development Agreement expresses the City’s intent to reimburse the Developer for the cost of constructing the Authorized Improvements and establishing the development standards for the property. Additionally, the Development Agreement established a maximum assessment per lot that is equal to the lesser of (i) the assessment amount calculated in the 2023 Amended and Restated Service and Assessment Plan and (ii) an assessment that produces an average Annual Installment resulting in the maximum equivalent tax rate for each lot classification identified in the 2023 Amended and Restated Service and Assessment Plan equal \$0.33 per \$100 of estimated buildout value.

*Wastewater Treatment Plant.* The Major Improvements include the cost of “Phase 1” of a two-phase 400,000 gallons per day wastewater treatment plant (the “Wastewater Treatment Plant”). Pursuant to the Development Agreement, the City agreed to construct, and the Developer agreed to finance and pay for the costs of, the Wastewater Treatment Plant. A portion of the proceeds of the Series 2021 IA#1-2 Bonds and the Series 2021 MIA Bonds were to be used to reimburse the Developer for the costs of Phase 1 of the Wastewater Treatment Plant. Phase 1 of the Wastewater Treatment Plant was completed in August of 2022. As development of the District proceeds, the City will commence construction on “Phase 2” of the Wastewater Treatment Plant, currently anticipated to begin in the fourth quarter of 2023. See “THE DEVELOPMENT — Development Plan - Wastewater Treatment Plant” and “THE DEVELOPER — History and Financing of the District.”

*MAD4 Roadway.* The Major Improvements include the costs of the major arterial roadway commencing at the current termination of Old Kimbro Road and terminating at the northern boundary line of the District (the “MAD4 Roadway”). The Developer commenced construction of the initial segment of the MAD4 Roadway in January of 2021, which was completed and accepted by the City in December of 2021. See “THE DEVELOPMENT — Development Plan” and “THE DEVELOPER — History and Financing of the District.”

*Impact Fee Rebates.* Pursuant to the Development Agreement, the City has agreed to make rebate payments to the Developer for the cost of certain water lines necessary for the City to service the property (the “Water Line Project”) in an amount equal to fifty percent (50%) of the water impact fees paid to the City for connections to the City water utility system within the property. The water impact fee rebates will terminate on the earlier to occur of: (i) twelve (12) years from the date on which the first water impact fee is paid for a connect to the City water utility system within the property; (ii) Developer receiving water impact fee rebates equal to the actual costs of the Water Line Project; or (iii) the expiration of the Development Agreement.

The City has agreed to make rebate payments to the Developer for the cost of certain wastewater lines necessary for the City to service the property (the “Wastewater Line Project”) and certain off-site wastewater improvements (including the Wastewater Treatment Plant) (the “Off-Site Wastewater Improvements”) in an amount equal to one hundred percent (100%) of the wastewater impact fees paid to the City for connections to the City wastewater utility system within the property. The wastewater impact fee rebates will terminate on the earlier to occur of: (i) twelve (12) years from the date on which the first wastewater impact fee is paid for a connect to the City wastewater utility system within the property; (ii) Developer receiving wastewater impact fee rebates equal to the actual costs of the Wastewater Line Project and any of the Offsite Wastewater Improvements not paid for by the TIRZ; or (iii) the expiration of the Development Agreement.

### **The Financing and Reimbursement Agreement**

On April 21, 2021, the City and the Developer entered into that certain Manor Heights Public Improvement District Financing and Reimbursement Agreement (the “Financing and Reimbursement Agreement”), which provides, in part, for the issuance and sale of PID Bonds (as defined in the Financing and Reimbursement Agreement), including the Bonds, and the reimbursement of the Developer from the proceeds thereof for funds advanced by the Developer to pay the Actual Costs of Authorized Improvements within the District, and other matters related thereto. RHOF and Continental Homes of Texas, L.P., as Landowners (as defined in the Financing and Reimbursement Agreement) consented to the Financing and Reimbursement Agreement. See “THE DEVELOPMENT — The Financing and Reimbursement Agreement” and “APPENDIX F - Financing and Reimbursement Agreement.”

### **The Improvement Area #3 Reimbursement Agreement**

In furtherance of the City’s intent to reimburse the Developer for the Actual Costs of the Improvement Area #3 Improvements, the City and the Developer entered into the Manor Heights Public Improvement District Reimbursement Agreement (Improvement Area #3), effective as of May 17, 2023, (the “IA #3 Reimbursement Agreement”). The City’s obligations under the IA #3 Reimbursement Agreement are payable solely from the Assessments levied on Improvement Area #3 Assessed Property. The Bonds are being issued, among other things, to satisfy the City’s obligations under the IA #3 Reimbursement Agreement to reimburse the Developer for the Actual Costs of Improvement Area #3 Improvements already constructed and to finance the remainder of the Actual Costs of the Improvement Area #3 Improvements. See “THE DEVELOPMENT — The Improvement Area #3 Reimbursement Agreement” and “APPENDIX G - Improvement Area #3 Reimbursement Agreement.”

### **TIRZ Project and Finance Plan**

In return for the Developer’s commitment to build homes with an average sales price of \$287,000 for single-family homes (the “Home Price Requirement”) and an average sales price of \$200,000 for condominiums (the “Condo Price Requirement”), the City created the TIRZ to fund the costs of the TIRZ Improvements. The TIRZ was created over the same property located within the District. The City has agreed to deposit into the TIRZ fund for each year of the duration of the TIRZ an amount equal to thirty and one-half percent (30.5%) per \$100 of the captured appraised value levied and collected in the TIRZ.

Under the TIRZ Project and Finance Plan, the Developer is entitled TIRZ Revenues on April 15 of each year until the earlier of (i) 25 years beginning on the second April 15th following the creation of the TIRZ, (ii) the Maximum Contribution (\$19,168,820) has been paid to the Developer, or (iii) the Owner has been paid an amount equal to the cost of the TIRZ Improvements including seven percent (7.0%) simple interest accrued on unreimbursed amounts for the cost of the TIRZ Improvements.

On or about April 1 of each year, the City will calculate the average sales price of homes (the “Project Home Price”) and condominiums (the “Project Condo Price”) completed in the TIRZ during the prior two (2) calendar years. The Developer will cause homebuilders in the TIRZ to supply the City with the sales price of every home sold within the TIRZ. The City will calculate the City TIRZ contribution percentage for all homes and condominiums completed two (2) calendar years prior according to the methodology provided below.

(i) if the Project Home Price or the Project Condo Price equals or exceeds the Home Price Requirement or the Condo Price Requirement, respectively, as updated annually, the City will contribute 30.5% of its incremental ad valorem taxes; and

(ii) if the Project Home Price or the Project Condo Price is 10% or more below the Home Price Requirement or the Condo Price Requirement, respectively, the City will contribute 0% of its incremental ad valorem taxes; and

(iii) if the Project Home Price or the Project Condo Price is less than 10% below the Home Price Requirement or the Condo Price Requirement, respectively, the City will contribute an amount equal to the following formula:

$$30.5\% \times ((\text{Project Home Price} - \text{Home Price Requirement} \div 90\%) \div 10\%) \text{ or}$$

$$30.5\% \times ((\text{Project Condo Price} - \text{Condo Price Requirement} \div 90\%) \div 10\%).$$

The single-family home prices provided under the Lot Purchase Contracts result in an average sales price of \$287,000 for single-family homes. The Developer expects that future condominium prices will result in an average sale price of and \$200,000 for condominiums. There are no assurances that the Developer will meet the criteria under the TIRZ Project and Finance Plan to be eligible to receive reimbursement for the TIRZ Improvements. **The TIRZ Revenues are not security for the Bonds.**

### **Post-Closing Agreement**

The Builders entered into a Post-Closing Agreement (the “Post-Closing Agreement”) with the Developer agreeing to: (i) comply with reporting requirements and obligations under the Continuing Disclosure Agreement of Developer; (ii) comply with the Homebuyer Disclosure Program; (iii) not interfere with the operation of the District and/or TIRZ; and (iv) indemnify, defend, and hold harmless Developer, its successors, assigns, and designees. See APPENDIX E — Form of Disclosure Agreement of Developer.

### **Zoning/Permitting**

The District is currently zoned under the PUD Ordinance adopted by the City Council on December 10, 2019. The PUD Ordinance allows certain residential uses and establishes guidelines pertaining to purpose, height, area and setbacks. Because the District lies within the city limits of the City, the City’s zoning and subdivision regulations control the aspects of development not specifically set forth in the PUD Ordinance. Improvement Area #3 of the District is zoned as PUD.

### **Education**

The District is located entirely within the Manor Independent School District (the “School District”). The land plan for the Development does not include a school site; however, Presidential Meadows Elementary School is located approximately one mile from the Development, and Manor Middle School and Manor High School are both located approximately three miles from the Development.

Presidential Meadows Elementary School is rated average (5 out of 10), while Manor Middle School and Manor High School are rated below average (3 out of 10) by GreatSchools.org. According to the Texas Education Agency annual school report cards, Presidential Meadows Elementary School was rated “C”; Manor Middle School was not rated; and Manor High School was rated “C” for the 2022 Texas Education Agency Accountability Ratings Overall Summary. (The categories for public school districts and public schools are A, B, C or Not Rated (meaning it received a score below 70 out of 100).)

## **Environmental**

*Site Evaluation.* Developer has performed a Phase I environmental study; however, Developer’s policy considers this environmental report to be confidential in nature. While this report is confidential, all recommendations have been followed or resolved.

*Endangered Species.* According to the website for the United States Fish and Wildlife Service, the goldencheeked warbler, whooping crane, and several species of arachnids, amphibians, and insects are considered endangered species in Travis County. The Developer is not aware of any endangered species located on District property.

## **Existing Mineral Rights**

There are certain mineral rights reservations located within the District that are not owned by the Developer. There may also be additional mineral rights and related real property rights reflected in the chain of title for the real property within the District recorded in the real property records of Travis County. However, the Developer is not aware of any ongoing or expected mineral rights development or exploration in or adjacent to the District. The City Council has also adopted an ordinance regulating drilling within the corporate limits of the City, which may restrict the development of such rights.

Although the Developer does not expect the above-described mineral rights, or the exercise of such rights or any other mineral rights or related property rights in or around the District, to have a material adverse effect on the property within the District or the ability of landowners within the District to pay Assessments, the Developer makes no guarantee as to such expectation. See “BONDHOLDERS’ RISKS — Exercise of Mineral Rights.”

## **Final Geotechnical Exploration**

Geotechnical exploration reports covering the property in the District (the “Geotechs”) were completed in September of 2017, May of 2018, August of 2019, and on November 2, 2020. The Geotechs made several recommendations regarding subgrade and foundation soil preparation, lime stabilized subgrade, base course, surface course, and general conditions. The Developer has followed all such recommendations.

## **Utilities**

*Water and Wastewater.* The City will provide both water and wastewater service to the Development. The City also owns various facilities including storage and pump facilities, water distribution and sewage collection lines, meters, valves, and other facilities necessary to provide water and sewer service to its customers. The City’s water distribution system and wastewater collection and treatment system currently have sufficient capacity to provide water and wastewater service to the Development. See “THE DEVELOPMENT — Development Agreement — Major Improvements.”

*Additional Utilities.* Additional utilities are provided by: Bluebonnet Electrical, Si Energy, Spectrum, and AT&T.

## **THE DEVELOPER**

### **General**

In general, the activities of a developer in a development such as the District include purchasing the land, designing the subdivision, including the utilities and streets to be installed and any community facilities to be built, defining a marketing program and building schedule, securing necessary governmental approvals and permits for

development, arranging for the construction of roads and the installation of utilities (including, in some cases, water, sewer, and drainage facilities, as well as telephone and electric service) and selling improved lots and commercial reserves to builders, developers, or other third parties. The relative success or failure of a developer to perform such activities within a development may have a material effect on the security of the revenue bonds, such as the Bonds, issued by a public improvement district. A developer is generally under no obligation to a public improvement district, such as the District, to develop the property which it owns in a development. Furthermore, there is no restriction on the developer's right to sell any or all of the land which the developer owns within a development. In addition, a developer is ordinarily the major tax and assessment payer within a district during its development.

### **Description of the Developer**

Forestar is a wholly owned subsidiary of Forestar Group. Forestar Group, a majority owned subsidiary of D.R. Horton, stock trades on the NYSE under the symbol "FOR." Forestar Group is subject to the informational requirements of the Securities and Exchange Act of 1934, as amended, and in accordance therewith files reports, proxy statements, and other information with the SEC. Such reports, proxy statements, and other information filed by Forestar Group can be inspected and copied at the Public Reference Section of the SEC, Room 100 F Street, N.E., Washington D.C. 20549 and at the SEC's internet website at <http://www.sec.gov>. Copies of such materials can be obtained by mail from the Public Reference Section of the SEC at prescribed rates. Copies of the above reports, proxy statements and other information may also be inspected at the offices of the NYSE, 11 Wall St, New York, NY 10005. All documents subsequently filed by Forestar Group pursuant to the requirements of the Securities and Exchange Act of 1934 after the date of this Limited Offering Memorandum will be available for inspection in the same manner as described above.

In addition, Forestar Group makes available on its website, <https://www.forestar.com/home/default.aspx>, its annual reports on Form 10-K, quarterly reports on Form 10-Q and current reports from Form 8-K (and any amendments to those reports) filed pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as soon as practicable after they have been electronically filed with the SEC as well as other financial institutions. Unless otherwise specified, information contained on Forestar's website, available by hyperlink from Forestar's website or on the SEC's website, is not incorporated into this Limited Offering Memorandum.

Forestar's ability to make full and timely payments of Assessments or taxes will directly affect the City's ability to meet its obligation to make payments on the Bonds. See "BONDHOLDERS' RISKS — Dependence Upon Developer and Homebuilder."

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### Description of Past and Current Projects of Forestar Group

The following is a brief sampling of past and current development projects of Forestar and its related entities in Central Texas:

Name	Location	No. of Lots	Status of Development
Cibolo Canyons	San Antonio	1000+	Fully Developed
Millbrook	San Marcos	350	Under Development
Creekside	New Braunfels	233	Under Development
Cobalt Canyon	St. Hedwig	223	Under Development
Stolte	San Antonio ETJ	650	Under Development
Applewood	San Antonio ETJ	740	Under Development
Elizondo	St. Hedwig	1,111	Entitlements
Wildhorse	Austin	1500	Entitlements

### Executive Biographies of Officers and Principals of Forestar Group

#### *Donald J. Tomnitz, Executive Chairman*

Donald J. Tomnitz is currently serving as the Executive Chairman of Forestar Group. Prior to Forestar Group, he served as the Vice Chairman and Chief Executive Officer of D.R. Horton, Inc. from November 1998 to September 2014. He was a Vice President in charge of various divisions of D.R. Horton from 1983 until he was elected Vice President-Western Region in 1994. From 1996 until 1998, Mr. Tomnitz was President of the Company's Homebuilding Division. In 1998, he was elected an Executive Vice President of the Company and in 2000, he became President. Before joining D.R. Horton, Mr. Tomnitz was a Captain in the U.S. Army, a Vice President of RepublicBank of Dallas, N.A., and a Vice President of Crow Development Company, a Trammell Crow Company. Mr. Tomnitz holds a Bachelor of Arts Degree in Economics from Westminster College and a Master of Business Administration in Finance from Western Illinois University.

#### *Daniel C. Bartok, Chief Executive Officer*

Mr. Bartok is currently serving as the Chief Executive Officer of Forestar Group. Mr. Bartok joined Forestar Group on December 29, 2017 with more than 35 years of experience in real estate, most recently serving as the Executive Vice President of Owned Real Estate for Wells Fargo. Prior to joining Wells Fargo, he built a successful real estate development company operating across multiple states, with an emphasis on residential land development and homebuilding. Mr. Bartok graduated from the University of Illinois with a degree in accounting and began his career at Price Waterhouse.

#### *James D. Allen, Chief Financial Officer*

Mr. Allen is currently serving as the Chief Financial Officer of Forestar Group. Mr. Allen joined Forestar Group in March 2020 with over 35 years of operating and financial experience, most recently serving as a Senior Operating Partner at Palm Beach Capital where he was responsible for operational oversight and executive and financial support of the firm's portfolio companies. Prior to joining Palm Beach Capital, he served as CFO of Hollander Sleep Products and held a variety of executive roles at both private and public companies, including Operating Vice President and Group CFO at Sun Capital Partners, Chief Administrative Officer at Mattress Firm Inc. and a variety of C-Suite roles at Tandycrafts Inc. after spending 10 years at PricewaterhouseCoopers where he began his career. Mr. Allen graduated from Evangel University with a BBA in Accounting and Management.

### History and Financing of the District

*Acquisition and Development Financing.* The Developer purchased the Forestar Parcels within the District on November 6, 2019 for approximately \$11,800,000. The Developer's acquisition was made on a cash basis and no

third-party financing was used to acquire or has been used to subsequently develop the property within the District. The Developer will fund the HOA Amenities and the Parkland Improvements on a cash basis as well. Thus, there are currently no liens on the property within the District which were incurred by the Developer, and the Developer does not currently anticipate incurring any liens on the property within the District for as long as the Developer owns such property (with the exception of the liens for the Assessments and the Major Improvement Area Assessments). The PID Act provides that the Assessment Lien is a first and prior lien against the assessed property within the District and is superior to all other liens and claims except liens or claims for State, county, school district, or municipality ad valorem taxes.

*Fiscal Security.* MAD4 Roadway. The Developer has posted a payment and performance bond for the benefit of the City, in an amount of 120% of the estimated costs to complete the MAD4 Roadway. Additionally, to assure that the MAD4 Roadway is timely completed and that funding is available to complete the roadway, the City and the Developer have entered into a completion agreement (the “MAD4 Roadway Completion Agreement”). See “THE DEVELOPMENT — Development Plan.” Pursuant to the MAD4 Roadway Completion Agreement, within ten (10) business days of after written request of the City, Developer must provide evidence to the City that sufficient funds are available to the Developer to fund the completion of the MAD4 Roadway in a manner sufficient to the MAD4 Roadway Completion Agreement. See “THE DEVELOPMENT - The Development Agreement.”

*Wastewater Treatment Plant.* The Developer completed Phase I of the Wastewater Treatment Plant and has secured payment and performance bonds for Phase 2 of the Wastewater Treatment Plant. See “THE DEVELOPMENT - Development Agreement – MAD4Roadway.”

### THE ADMINISTRATOR

The City has selected P3Works, LLC as the initial Administrator. The City has entered into an agreement with the Administrator to provide specialized services related to the administration of the District needed to support the issuance of the Bonds. The Administrator will primarily be responsible for preparing the annual update to the 2023 Amended and Restated Service and Assessment Plan. The Administrator is a consulting firm focused on providing district services relating to the formation and administration of public improvement districts, and has offices in Austin, Texas and North Richland Hills, Texas. The Administrator’s duties will include:

- Preparation of the annual update to the 2023 Amended and Restated Service and Assessment Plan
- Preparation of assessment rolls for county billing and collection
- Establishing and maintaining a database of all County Parcel IDs within the District
- Trust account analysis and reconciliation
- Property owner inquires
- Determination of prepayment amounts
- Preparation and review of disclosure notices with Dissemination Agent
- Review of Developer draw requests for reimbursement of Authorized Improvement costs.

### APPRAISAL OF PROPERTY WITHIN IMPROVEMENT AREA #3

#### The Appraisal

*General.* The AEGIS Group, Inc. (the “Appraiser”) prepared an appraisal report for the City and the Underwriter dated as of April 10, 2023, based upon a physical inspection of the District conducted on April 10, 2023 (the “Appraisal”). The Appraisal was prepared at the request of the City and the Underwriter. The description herein of the Appraisal is intended to be a brief summary only of the Appraisal as it relates to the District. The Appraisal is attached hereto as APPENDIX H and should be read in its entirety. The conclusions reached in the Appraisal are subject to certain assumptions, hypothetical conditions and qualifications, which are set forth therein. See “APPENDIX H — Appraisal.”

*Value Estimates.* The Appraiser appraised the land within Improvement Area #3 on an “As Vacant” basis for the 285 finished single-family lots and the medium-density condo lot in Improvement Area #3 of the District. The Appraisal is subject to the hypothetical condition as of the Date of Value that Improvement Area #3 has 285 single-family residential lots developed by Developer. Since completing the lots, the Developer sold 97 of the lots to three



homebuilders. As such, as of April 10, 2023, the Developer does not own all 285 lots in Improvement Area #3 of the District.

The “As Vacant” market value of Improvement Area #3, using the methodologies described in the Appraisal and subject to the limiting conditions and assumptions set forth in the Appraisal as of the Date of Value, is \$30,200,000. See “APPENDIX H — Appraisal.”

**None of the Underwriter, the Developer, the Financial Advisor nor the City make any representations as to the accuracy, completeness, assumptions or information contained in the Appraisal. The assumptions or qualifications with respect to the Appraisal are contained therein. There can be no assurance that any such assumptions will be realized, and the Developer, the City, the Financial Advisor and the Underwriter make no representation as to the reasonableness of such assumptions.**

**Prospective investors should read the complete Appraisal in order to make an informed decision regarding any contemplated purchase of the Bonds. The complete Appraisal is attached hereto as APPENDIX H.**

**BONDHOLDERS’ RISKS**

*Before purchasing any of the Bonds, prospective investors and their professional advisors should carefully consider all of the risk factors described below which may create possibilities wherein interest may not be paid when due or that the Bonds may not be paid at maturity or otherwise as scheduled, or, if paid, without premium, if applicable. The following risk factors (which are not intended to be an exhaustive listing of all possible risks associated with an investment in the Bonds) should be carefully considered prior to purchasing any of the Bonds. Moreover, the order of presentation of the risks summarized below does not necessarily reflect the significance of such investment risks.*

**THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE CITY AND ARE PAYABLE SOLELY FROM THE SOURCES IDENTIFIED IN THE INDENTURE. THE OWNERS OF THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF MONEY RAISED OR TO BE RAISED BY TAXATION, OR OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. NO OWNER OF THE BONDS SHALL HAVE THE RIGHT TO DEMAND ANY EXERCISE OF THE CITY’S TAXING POWER TO PAY THE PRINCIPAL OF THE BONDS OR THE INTEREST OR REDEMPTION PREMIUM, IF ANY, THEREON. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE.**

The ability of the City to pay debt service on the Bonds as due is subject to various factors that are beyond the City’s control. These factors include, among others, (a) the ability or willingness of property owners within Improvement Area #3 to pay Assessments levied by the City, (b) cash flow delays associated with the institution of foreclosure and enforcement proceedings against property within Improvement Area #3, (c) general and local economic conditions which may impact real property values, the ability to liquidate real property holdings and the overall value of real property development projects, and (d) general economic conditions which may impact the general ability to market and sell the property within the District, it being understood that poor economic conditions within the City, State and region may slow the assumed pace of sales of such property.

The rate of development of the property in the District is directly related to the vitality of the residential housing industry. In the event that the sale of the lands within the District should proceed more slowly than expected and the Developer is unable to pay the Assessments, only the value of the Assessed Property, with improvements, will be available for payment of the debt service on the Bonds, and such value can only be realized through the foreclosure or expeditious liquidation of the lands within Improvement Area #3 and/or Improvement Area #2. There is no assurance that the value of such lands will be sufficient for that purpose and the expeditious liquidation of real property

through foreclosure or similar means is generally considered to yield sales proceeds in a lesser sum than might otherwise be received through the orderly marketing of such real property.

The Underwriter is not obligated to make a market in or repurchase any of the Bonds, and no representation is made by the Underwriter, the City or the City's Financial Advisor that a market for the Bonds will develop and be maintained in the future. If a market does develop, no assurance can be given regarding future price maintenance of the Bonds.

The City has not applied for or received a rating on the Bonds. The absence of a rating could affect the future marketability of the Bonds. There is no assurance that a secondary market for the Bonds will develop or that holders who desire to sell their Bonds prior to the stated maturity will be able to do so.

### **Infectious Disease Outbreak**

In March 2020, the World Health Organization and the President of the United States separately declared the outbreak of a respiratory disease caused by a novel coronavirus ("COVID-19") to be a public health emergency (the "Pandemic"). There are currently no COVID-19 related operating limits imposed by executive order of the Governor for any business or other establishment in the State, and on May 5, 2023, the World Health Organization declared COVID-19 no longer represented a global health emergency. The Governor retains the right to impose additional restrictions on activities if needed in order to mitigate the effects of COVID-19. The City has not experienced any decrease in property values or unusual tax delinquencies as a result of COVID-19; however, the City cannot predict the long-term economic effect of COVID-19 or a similar virus should there be a reversal of economic activity and re-imposition of restrictions.

Adverse economic conditions, if they materialize, may reduce or negatively affect economic conditions in the City and lead to unemployment for property owners within the District or may otherwise have a negative impact on the sale of parcels, lots or homes within the District. The Bonds are secured primarily by Assessments levied on benefitted property within Improvement Area #3. If lot or home sales are negatively impacted by future outbreaks or resulting economic conditions, the Developer will continue to be responsible for the payment of the Assessments as long as they own such lots.

None of the City, the Financial Advisor, the Underwriter or the Developer can predict the impact the COVID-19 or any similar events or future outbreaks may have on the City, the financial and operating condition of the Developer, the projected buildout schedule, home prices and buildout values or an investment in the Bonds.

### **Risk from Weather Events**

All of the State, including the City, is subject to extreme weather events that can cause loss of life and damage to property through weather events that include strong winds, flooding, heavy rains and freezes, including events similar to the severe winter storm that the continental United States experienced in February 2021, which resulted in disruptions in the Electric Reliability Council of Texas power grid and prolonged blackouts throughout the State. It is impossible to predict such weather events and the impact they may have on the City, including land within the District.

### **Failure or Inability to Complete Proposed Development**

Proposed development within the District (including the foregoing) may be affected by changes in general economic conditions, fluctuations in the real estate market and interest rates, changes in the income tax treatment of real property ownership, unexpected increases in development costs and other similar factors as well as availability of utilities and the development or existence of environmental concerns with such land. See "Availability of Utilities" and "Hazardous Substances" below. Land development within the District could also be affected adversely by changes in governmental policies, including, but not limited to, governmental policies to restrict or control development. (Any approvals needed in the future for the Development must come from the City.) There can be no assurances that other similar projects will not be developed in the future or that existing projects will not be upgraded or otherwise able to compete with the Development. A slowdown of the development process and the related absorption rate within the Development because of any or all of the foregoing could affect adversely land values. THE TIMELY PAYMENT OF THE BONDS DEPENDS UPON THE WILLINGNESS AND ABILITY OF THE DEVELOPER AND ANY

SUBSEQUENT OWNERS TO PAY THE ASSESSMENTS WHEN DUE. ANY OR ALL OF THE FOREGOING COULD REDUCE THE WILLINGNESS AND THE ABILITY OF SUCH OWNERS TO PAY THE ASSESSMENTS AND COULD GREATLY REDUCE THE VALUE OF PROPERTY WITHIN IMPROVEMENT AREA #3 IN THE EVENT SUCH PROPERTY HAS TO BE FORECLOSED. In that event, there could be a default in the payment of the Bonds.

### **Completion of Homes**

The cost and time for completion of homes by the Developer is uncertain and may be affected by changes in national, regional and local and economic conditions; changes in long and short term interest rates; changes in the climate for real estate purchases; changes in demand for or supply of competing properties; changes in local, regional and national market and economic conditions; unanticipated development costs, market preferences and architectural trends; unforeseen environmental risks and controls; the adverse use of adjacent and neighboring real estate; changes in interest rates and the availability of mortgage funds to buyers of the homes yet to be built in the Development, which may render the sale of such homes difficult or unattractive; acts of war, terrorism or other political instability; delays or inability to obtain governmental approvals; changes in laws; moratorium; force majeure (which may result in uninsured losses); strikes; labor shortages; energy shortages; material shortages; inflation; adverse weather conditions; subcontractor defaults; and other unknown contingencies and factors beyond the control of the Developer.

### **Absorption Rate**

There can be no assurance that the Developer will be able to achieve its anticipated absorption rates. Failure to achieve the absorption rate estimates will adversely affect the estimated value of the Development, could impair the economic viability of the Development and could reduce the ability or desire of property owners to pay the Assessments.

### **Assessment Limitations**

Annual Installments of Assessments are billed to property owners in Improvement Area #3 of the District. Annual Installments are due and payable, and bear the same penalties and interest for non-payment, as for ad valorem taxes as set forth under "ASSESSMENT PROCEDURES" herein. Additionally, Annual Installments established by the 2023 Amended and Restated Service and Assessment Plan correspond in number and proportionate amount to the number of installments and principal amounts of the Bonds maturing in each year, Annual Collection Costs, and the Additional Interest. See "ASSESSMENT PROCEDURES" herein. The unwillingness or inability of a property owner to pay regular property tax bills as evidenced by property tax delinquencies may also indicate an unwillingness or inability to make regular property tax payments and Annual Installments of Assessment payments in the future.

In order to pay debt service on the Bonds, it is necessary that Annual Installments are paid in a timely manner. Due to the lack of predictability in the collection of Annual Installments in the District, the City has established a Reserve Account in the Reserve Fund, to be funded from the proceeds of the Bonds, to cover delinquencies. The Annual Installments are secured by the Assessment Lien. However, there can be no assurance that foreclosure proceedings will occur in a timely manner so as to avoid depletion of the Reserve Account and delay in payments of debt service on the Bonds. See "BONDHOLDERS' RISKS — Remedies and Bankruptcy" herein.

Upon an ad valorem tax lien foreclosure event of a property within Improvement Area #3 of the District, any Assessment that is also delinquent will be foreclosed upon in the same manner as the ad valorem tax lien (assuming all necessary conditions and procedures for foreclosure are duly satisfied). To the extent that a foreclosure sale results in insufficient funds to pay in full both the delinquent ad valorem taxes and the delinquent Assessments, the liens securing such delinquent ad valorem taxes and delinquent Assessments would likely be extinguished. Any remaining unpaid balance of the delinquent Assessments would then be an unsecured personal liability of the original property owner.

Based upon the language of Texas Local Government Code, § 372.017(b), case law relating to other types of assessment liens and opinions of the Texas Attorney General, the Assessment Lien as it relates to installment payments that are not yet due should remain in effect following an ad valorem tax lien foreclosure, with future installment payments not being accelerated. Texas Local Government Code § 372.018(d) supports this position, stating that an

Assessment Lien runs with the land and the portion of an assessment payment that has not yet come due is not eliminated by foreclosure of an ad valorem tax lien.

The Assessment Lien is superior to any homestead rights of a property owner that were properly claimed after the adoption of the Assessment Ordinance. However, an Assessment Lien may not be foreclosed upon if any homestead rights of a property owner were properly claimed prior to the adoption of the Assessment Ordinance (“Preexisting Homestead Rights”) for as long as such rights are maintained on the property. It is unclear under State law whether or not Pre-existing Homestead Rights would prevent the Assessment Lien from attaching to such homestead property or instead cause the Assessment Lien to attach, but remain subject to, the Pre-existing Homestead Rights.

Under State law, in order to establish homestead rights, the claimant must show a combination of both overt acts of homestead usage and intention on the part of the owner to claim the land as a homestead. Mere ownership of the property alone is insufficient and the intent to use the property as a homestead must be a present one, not an intention to make the property a homestead at some indefinite time in the future. As of the date of adoption of the Assessment Ordinance, no such homestead rights had been claimed. Furthermore, the Developer is not eligible to claim homestead rights and the Landowners represent that they own all property within the District as of the date of the Assessment Ordinance. Consequently, there are and can be no homestead rights on the Assessed Property superior to the Assessment Lien and, therefore, the Assessment Liens may be foreclosed upon by the City.

Failure by owners of the parcels to pay Annual Installments when due, depletion of the Reserve Fund, delay in foreclosure proceedings, or the inability of the City to sell parcels which have been subject to foreclosure proceedings for amounts sufficient to cover the delinquent installments of Assessments levied against such parcels may result in the inability of the City to make full or punctual payments of debt service on the Bonds.

THE ASSESSMENTS CONSTITUTE A FIRST AND PRIOR LIEN AGAINST THE PROPERTY ASSESSED, SUPERIOR TO ALL OTHER LIENS AND CLAIMS EXCEPT LIENS AND CLAIMS FOR STATE, COUNTY, SCHOOL DISTRICT OR MUNICIPALITY AD VALOREM TAXES AND IS A PERSONAL OBLIGATION OF AND CHARGE AGAINST THE OWNERS OF PROPERTY LOCATED WITHIN IMPROVEMENT AREA #3 OF THE DISTRICT.

### **Risks Related to the Current Real Estate Market**

In the past, the real estate market has experienced significant slowing of new home sales and new home closings due in part to the subprime mortgage crisis involving adjustable rate mortgages and other creative mortgage financing tools that allowed persons with higher credit risk to buy homes. The economic crisis that resulted from higher interest rates, at a time when many subprime mortgages were due to reset their interest rates, has served to reduce the availability of mortgages to many potential home buyers, making entry into the real estate market difficult. These downturns in the real estate market and other factors beyond the control of the Developer, including general economic conditions, may impact the timing of lot and home sales within the District.

### **Competition**

The housing industry in the Austin area is very competitive, and none of the Developer, the City, the City’s Financial Advisor or the Underwriter can give any assurance that the building programs that are planned will ever commence. The competitive position of the Developer in the sale of developed lots or single-family residential units is affected by most of the factors discussed in this section, and such competitive position is directly related to maintenance of market values in the District.

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Competitive projects in the area include, but are not limited to:

<u>Project Name</u>	<u>Prices (\$1,000s)<sup>(1)</sup></u>	<u>Approximate Distance to Development</u>
Shadow Glen	\$324 - \$458	3.7 miles
Elm Creek North	\$237 - \$347	4.7 miles
Homestead Estates	\$295 - \$375	7.7 miles
Peppergrass	\$282 - \$354	7.2 miles
Presidential Meadows	\$307 - \$389	3.0 miles
Whisper Valley	\$357 - \$441	8.2 miles
Lagos	\$333 - \$375	5.3 miles
Presidential Glen	Sold out	1.8 miles

<sup>(1)</sup> Per the Appraisal

**Loss of Tax Exemption**

The Indenture contains covenants by the City intended to preserve the exclusion from gross income of interest on the Bonds for federal income tax purposes. As discussed under the caption “TAX MATTERS” herein, interest on the Bonds could become includable in gross income for purposes of federal income taxation, retroactive to the date the Bonds were issued, as a result of future acts or omissions of the City in violation of its covenants in the Indenture.

Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the federal or State level, may adversely affect the tax-exempt status of interest on the Bonds under federal or State law and could affect the market price or marketability of the Bonds. Any such proposal could limit the value of certain deductions and exclusions, including the exclusion for tax-exempt interest. The likelihood of any such proposal being enacted cannot be predicted. Prospective purchasers of the Bonds should consult their own tax advisors regarding the foregoing matters.

**Bankruptcy**

The payment of Assessments and the ability of the City to foreclose on the lien of a delinquent unpaid Assessment may be limited by bankruptcy, insolvency or other laws generally affecting creditors’ rights or by the laws of the State relating to judicial foreclosure. Although bankruptcy proceedings would not cause the Assessments to become extinguished, bankruptcy of a property owner in all likelihood would result in a delay in prosecuting foreclosure proceedings. Such a delay would increase the likelihood of a delay or default in payment of the principal of and interest on the Bonds, and the possibility that delinquent Assessments might not be paid in full.

**Direct and Overlapping Indebtedness, Assessments and Taxes**

The ability of an owner of property within the District to pay the Assessments could be affected by the existence of other taxes and assessments imposed upon the property. Public entities whose boundaries overlap those of the District currently impose ad valorem taxes on the property within the District and will likely do so in the future. Such entities could also impose assessment liens on the property within the District. The imposition of additional liens, or for private financing, may reduce the ability or willingness of the Developer to pay the Assessments. See “OVERLAPPING TAXES AND DEBT.”

**Depletion of Reserve Fund**

Failure of the owners of property within the District to pay the Assessments when due could result in the rapid, total depletion of the accounts in the Reserve Fund prior to replenishment from the resale of property upon a foreclosure or otherwise or delinquency redemptions after a foreclosure sale, if any. There could be a default in payments of the principal of and interest on the Bonds if sufficient amounts are not available in the Reserve Fund. The Indenture provides that if, after a withdrawal from the Reserve Fund, the amount in the Reserve Fund is less than the Reserve Account Requirement, the Trustee shall transfer an amount from the Pledged Revenue Fund to the Reserve

Account of the Reserve Fund sufficient to cure such deficiency, as described under “SECURITY FOR THE BONDS — Reserve Account of the Reserve Fund” herein.

### **Hazardous Substances**

While governmental taxes, assessments and charges are a common claim against the value of a parcel, other less common claims may be relevant. One of the most serious in terms of the potential reduction in the value that may be realized to the assessment is a claim with regard to a hazardous substance. In general, the owners and operators of a parcel may be required by law to remedy conditions relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as “CERCLA” or “Superfund Act,” is the most well-known and widely applicable of these laws. It is likely that, should any of the parcels of land located in the District be affected by a hazardous substance, the marketability and value of parcels would be reduced by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller.

The value of the land within the District does not take into account the possible liability of the owner (or operator) for the remedy of a hazardous substance condition of the parcel. The City has not independently verified, and is not aware, that the owner (or operator) of any of the parcels within the District has such a current liability with respect to such parcel; however, it is possible that such liabilities do currently exist and that the City is not aware of them.

Further, it is possible that liabilities may arise in the future with respect to any of the land within the District resulting from the existence, currently, of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently, on the parcel of a substance not presently classified as hazardous but which may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of a parcel that is realizable upon a delinquency. See “THE DEVELOPMENT — Environmental” for discussion of previous Phase 1 ESA performed on property within the District.

### **Regulation**

Development within the District may be subject to future federal, State and local regulations. Approval may be required from various agencies from time to time in connection with the layout and design of development in the District, the nature and extent of public improvements, land use, zoning and other matters. Failure to meet any such regulations or obtain any such approvals in a timely manner could delay or adversely affect development in the District and property values.

### **Recent Changes in State Law Regarding Public Improvement Districts**

The 87<sup>th</sup> Legislature passed House Bill 1543, which became effective September 1, 2021, and requires a person who proposed to sell or otherwise convey real property within a public improvement district to provide to the purchaser of the property, before the execution of a binding contract of purchase and sale, written notice of the obligation to pay public improvement district assessments, in accordance with Section 5.014, Texas Property Code, as amended. In the event a contract to purchase and sale is entered into without the seller providing the notice, the intended purchaser is entitled to terminate the contract of purchase and sale. If the Developer or Builders within the District do not provide the required notice and prospective purchasers of property within the District terminate the purchase contract, a property owner who did not receive the required notice is entitled, after sale, to sue for damages for (i) all costs relative to the purchase, plus interest and reasonable attorney’s fees, or (ii) an amount not to exceed \$5,000, plus reasonable attorney’s fees. In a suit filed pursuant to clause (i), any damages awarded must go first to pay any outstanding liens on the property. In such an event, the outstanding Assessments on such property should be paid. On payment of all damages respectively to the lienholders and purchaser pursuant to clause (i), the purchaser is required to reconvey the property to the seller. Further, if the Developer or Builders within the District do not provide the required notice and become liable for monetary damages, the anticipated buildout and absorption schedule may be affected. No assurances can be given that the projected buildout and absorption schedules presented in this Limited Offering Memorandum will be realized. The forms of notice to be provided to homebuyers are attached as Exhibit V

to the 2023 Amended and Restated Service and Assessment Plan. See “APPENDIX C — Form of 2023 Amended and Restated Service and Assessment Plan.”

### **Potential Future Changes in State Law Regarding Public Improvement Districts**

The 88th Legislative Session of the State convened on January 10, 2023 and is scheduled through May 29, 2023, pending any special legislative sessions. During prior sessions and interim business of the Texas legislature, various proposals and reports have been presented by committees of Texas Senate and Texas House of Representative which suggest or recommend changes to the PID Act relating to oversight of bonds secured by special assessments including adopting requirements relating to levels of build out or adding state level oversight in connection with the issuance of bonds secured by special assessments under the PID Act. To date, no legislation has been passed by either chamber of the Texas legislature to act on such recommendations; however, it is impossible to predict what new proposals may be presented regarding the PID Act and the issuance of special assessment bonds during the 88th Legislative Session or any upcoming legislative sessions, whether such new proposals or any previous proposals regarding the same will be adopted by the Texas Senate and House of Representatives and signed by the Governor, and, if adopted, the form thereof. It is impossible to predict with certainty the impact that any such future legislation will or may have on the security for the Bonds.

### **100-Year Flood Plain**

According to the National Flood Insurance Rate Map Community Panel Number 48453C0505H and 48453C0485J, portions of the Development’s gross land area is within Zone A, subject to the 100-year floodplain; however, the proposed lots and commercial developments of the Development are all located within Zone X and not subject to the floodplain. There is a buildable site area on each lot that will be outside of the 100-year and 500-year floodplain. To reclaim portions of the Development within the floodplain for future development, the engineer concluded that grading in future phases will require a revision to the current floodplain map through the Letter of Map Revision (LOMR) process. The Developer has started this permitting process.

Additionally, FEMA will from time to time revise its Flood Insurance Rate Maps. None of the City, the Underwriter, or the Developer make any representation as to whether FEMA may revise its Flood Insurance Rate Maps, whether such revisions may result in homes that are currently outside of the 100-year flood plain from being included in the 100-year flood plain in the future, or whether extreme flooding events may exceed the Flood Plain.

### **Exercise of Mineral Rights**

As described herein under “THE DEVELOPMENT— Existing Mineral Rights,” there are certain mineral rights reservations located within the District, including in Improvement Area #3, not owned by the Developer. There may also be additional mineral rights and related real property rights reflected in the chain of title for the real property within the District recorded in the real property records of Travis County. However, the Developer is not aware of any ongoing or expected mineral rights development or exploration in or adjacent to the District.

Certain rules and regulations of the Texas Railroad Commission may restrict the ability of mineral owners on adjacent properties to explore or develop such property due to well density, acreage, or location issues. Additionally, the City Council has also adopted an ordinance regulating drilling within the corporate limits of the City, which may restrict the development of such rights.

The Developer does not expect the existence or exercise of any mineral rights or related real property rights in or around the District to have a material adverse effect on the Development, the property within the District, or the ability of landowners within Improvement Area #3 to pay Assessments. However, none of the City, the Financial Advisor, or the Underwriter provide any assurances as to such Developer expectations.

### **Bondholders’ Remedies and Bankruptcy**

In the event of default in the payment of principal of or interest on the Bonds or the occurrence of any other Event of Default under the Indenture, and upon the written request of Quarter in Interest of the Bonds then Outstanding, the Trustee shall proceed to protect and enforce its rights and the rights of the owners of the Bonds under the Indenture by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any

board or officer having jurisdiction, either for mandamus or the specific performance of any covenant or agreement contained therein or in aid or execution of any power granted or for the enforcement of any proper legal or equitable remedy, as the Trustee shall deem most effectual to protect and enforce such rights. The issuance of a writ of mandamus may be sought if there is no other available remedy at law to compel performance of the City’s obligations under the Bonds or the Indenture and such obligations are not uncertain or disputed. The remedy of mandamus is controlled by equitable principles, so rests with the discretion of the court, but may not be arbitrarily refused. There is no acceleration of maturity of the Bonds in the event of default and, consequently, the remedy of mandamus may have to be relied upon from year to year. The owners of the Bonds cannot themselves foreclose on property within Improvement Area #3 of the District or sell property within Improvement Area #3 of the District in order to pay the principal of and interest on the Bonds. The enforceability of the rights and remedies of the owners of the Bonds further may be limited by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions such as the City. In this regard, should the City file a petition for protection from creditors under federal bankruptcy laws, the remedy of mandamus or the right of the City to seek judicial foreclosure of its Assessment Lien would be automatically stayed and could not be pursued unless authorized by a federal bankruptcy judge. See “BONDHOLDERS’ RISKS — Bankruptcy Limitation to Bondholders’ Rights” herein.

Any bankruptcy court with jurisdiction over bankruptcy proceedings initiated by or against a property owner within Improvement Area #3 of the District pursuant to the Federal Bankruptcy Code could, subject to its discretion, delay or limit any attempt by the City to collect delinquent Assessments, or delinquent ad valorem taxes, against such property owner.

In addition, in 2006, the Texas Supreme Court ruled in *Tooke v. City of Mexia*, 197 S.W.3d 325 (Tex. 2006) (“*Tooke*”) that a waiver of sovereign immunity must be provided for by statute in “clear and unambiguous” language. In so ruling, the Court declared that statutory language such as “sue and be sued”, in and of itself, did not constitute a clear and unambiguous waiver of sovereign immunity.

In *Wasson Interests, Ltd. v. City of Jacksonville*, 489 S.W.3d 427 (Tex. 2016) (“*Wasson*”), the Texas Supreme Court addressed whether the distinction, as found in tort-based causes of action, between governmental and proprietary acts (the “Proprietary-Governmental Dichotomy”) applies to breach of contract claims against municipalities. The Court analyzed the rationale behind the Proprietary-Governmental Dichotomy to determine that “a city’s proprietary functions are not done pursuant to the ‘will of the people’” and protecting such municipalities “via the [S]tate’s immunity is not an efficient way to ensure efficient allocation of [S]tate resources.” While the Court recognized that the distinction between governmental and proprietary functions is not clear, the *Wasson* opinion held that the Proprietary-Governmental Dichotomy applies in a contract-claims context. The Court reviewed *Wasson* again in June 2018 and clarified that to determine whether governmental immunity applies to a breach of contract claim, the proper inquiry is whether the municipality was engaged in a governmental or proprietary function when it entered into the contract, not at the time of the alleged breach. Therefore, in regard to municipal contract cases (as in tort claims), it is incumbent on the courts to determine whether a function was proprietary or governmental based upon the statutory guidance at the time of inception of the contractual relationship. Notwithstanding the foregoing new case law issued by the Court, such sovereign immunity issues have not been adjudicated in relation to bond matters (specifically, in regard to the issuance of municipal debt). Each situation will be prospectively evaluated based on the facts and circumstances surrounding the contract in question to determine if a suit, and subsequently, a judgment, is justiciable against a municipality.

The City is not aware of any State court construing the Local Government Immunity Waiver Act in the context of whether contractual undertakings of local governments that relate to their borrowing powers are contracts covered by such act. Because it is unclear whether the Texas legislature has effectively waived the City’s sovereign immunity from a suit for money damages in the absence of City action, the Trustee or the owners of Bonds may not be able to bring such a suit against the City for breach of the Bonds or the Indenture covenants. As noted above, the Indenture provides that owners of the Bonds may exercise the remedy of mandamus to enforce the obligations of the City under the Indenture. Neither the remedy of mandamus nor any other type of injunctive relief was at issue in *Tooke*, and it is unclear whether *Tooke* will be construed to have any effect with respect to the exercise of mandamus, as such remedy has been interpreted by Texas courts. In general, Texas courts have held that a writ of mandamus may be issued to require public officials to perform ministerial acts that clearly pertain to their duties. Texas courts have held that a ministerial act is defined as a legal duty that is prescribed and defined with a precision and certainty that



leaves nothing to the exercise of discretion or judgment, though mandamus is not available to enforce purely contractual duties. However, mandamus may be used to require a public officer to perform legally-imposed ministerial duties necessary for the performance of a valid contract to which the State or a political subdivision of the State is a party (including the payment of moneys due under a contract).

### **Use of Appraisal**

Caution should be exercised in the evaluation and use of appraisal results. An appraisal is an estimate of market value as of a specified date based upon assumptions and limiting conditions and any extraordinary assumptions specific to the relevant valuation. It is not a precise measure of value but is based on a subjective comparison of related activity taking place in the real estate market. The valuation set forth in an appraisal is based on various assumptions of future expectations and while the appraiser's forecasts for properties in the District is considered to be reasonable at the current time, some of the assumptions may not materialize or may differ materially from actual experience in the future. The Bonds will not necessarily trade at values determined solely by reference to the underlying value of the properties in the District, including Improvement Area #3.

In performing its analyses, an appraiser makes numerous assumptions with respect to general business, economic and regulatory conditions and other matters, many of which are beyond the Appraiser's, Underwriter's and City's control, as well as to certain factual matters. Furthermore, the Appraiser's analysis, opinions and conclusions are necessarily based upon market, economic, financial and other circumstances and conditions existing prior to the valuation.

### **Judicial Foreclosures**

Judicial foreclosure proceedings are not mandatory; however, the City has covenanted to order and cause such actions to be commenced. In the event a foreclosure is necessary, there could be a delay in payments to owners of the Bonds pending prosecution of the foreclosure proceedings and receipt by the City of the proceeds of the foreclosure sale. It is possible that no bid would be received at the foreclosure sale, and, in such event, there could be an additional delay in payment of the principal of and interest on the Bonds or such payment may not be made in full. Moreover, in filing a suit to foreclose, the City must join other taxing units that have claims for delinquent taxes against all or part of the same property; the proceeds of any sale of property within the District available to pay debt service on the Bonds may be limited by the existence of other tax liens on the property. (See "OVERLAPPING TAXES AND DEBT" herein.) Collection of delinquent taxes, assessments and the Assessments may be adversely affected by the effects of market conditions on the foreclose sale price, and by other factors, including taxpayers' right to redeem property within two years of foreclosure for residential and agricultural use property and six months for other property, and by a time-consuming and expensive collection procedure.

### **No Acceleration**

The Indenture does not contain a provision allowing for the acceleration of the Bonds in the event of a payment default or other default under the terms of the Bonds or the Indenture.

### **Bankruptcy Limitation to Bondholders' Rights**

The enforceability of the rights and remedies of the owners of the Bonds may be limited by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions such as the City. The City is authorized under State law to voluntarily proceed under Chapter 9 of the Federal Bankruptcy Code, 11 U.S.C. 901-946. The City may proceed under Chapter 9 if it (1) is generally not paying its debts, or unable to meet its debts, as they become due, (2) desires to effect a plan to adjust such debts, and (3) has either obtained the agreement of or negotiated in good faith with its creditors, is unable to negotiate with its creditors because negotiation is impracticable, or reasonably believes that a creditor may attempt to obtain a preferential transfer.

If the City decides in the future to proceed voluntarily under the Federal Bankruptcy Code, the City would develop and file a plan for the adjustment of its debts, and the Bankruptcy Court would confirm the plan if (1) the plan complies with the applicable provisions of the Federal Bankruptcy Code, (2) all payments to be made in connection with the plan are fully disclosed and reasonable, (3) the City is not prohibited by law from taking any action necessary

to carry out the plan, (4) administrative expenses are paid in full, (5) all regulatory or electoral approvals required under State law are obtained and (6) the plan is in the best interests of creditors and is feasible. The rights and remedies of the owners of the Bonds would be adjusted in accordance with the confirmed plan of adjustment of the City's debt.

### **Tax-Exempt Status of the Bonds**

As further described in "TAX MATTERS" below, failure of the City to comply with the requirements of the Internal Revenue Code of 1986 (the "Code") and the related legal authorities, or changes in the federal tax law or its application, could cause interest on the Bonds to be included in the gross income of owners of the Bonds for federal income tax purposes, possibly from the date of original issuance of the Bonds. Further, the opinion of Bond Counsel is based on current legal authority, covers certain matters not directly addressed by such authorities, and represents Bond Counsel's judgment as to the proper treatment of interest on the Series 2023 1A#3 Bonds for federal income tax purposes. It is not binding on the Internal Revenue Service ("IRS") or the courts. The IRS has an ongoing program of auditing obligations that are issued and sold as bearing tax-exempt interest to determine whether, in the view of the IRS, interest on such obligations is included in the gross income of the owners thereof for federal income tax purposes. The IRS has announced that its audit efforts will focus in part on "developer-driven bond transactions," including certain tax increment financings and certain assessment bond transactions. In recent audits, the IRS has asserted that interest on such "developer-driven" obligations can be taxable, in certain circumstances, even when those transactions otherwise meet all applicable tax law requirements. It cannot be predicted if this IRS focus could lead to an audit of the Bonds or what the result would be of any such audit. If an audit of the Bonds is commenced, under current procedures parties other than the City would have little, if any, right to participate in the audit process. Moreover, because achieving judicial review in connection with an audit of tax-exempt obligations is difficult, obtaining an independent review of IRS positions with which the City legitimately disagree, may not be practicable. Any action of the IRS, regardless of the outcome, including but not limited to selection of the Bonds for audit, or the course or result of such audit, or an audit of obligations presenting similar tax issues, may affect the market price for, or the marketability of, the Bonds. Finally, if the IRS ultimately determines that the interest on the Bonds is not excluded from the gross income of Bondholders for federal income tax purposes, the Issuer may not have the resources to settle with the IRS, the Bonds are not required to be redeemed, and the interest rate on the Bonds will not increase.

### **Management and Ownership**

The management and ownership of the Developer and related property owners could change in the future. Purchasers of the Bonds should not rely on the management experience of such entities. There are no assurances that such entities will not sell the subject property or that officers will not resign or be replaced. In such circumstances, a new developer or new officers in management positions may not have comparable experience in projects comparable to the Development.

### **General Risks of Real Estate Investment and Development**

Investments in undeveloped or developing real estate are generally considered to be speculative in nature and to involve a high degree of risk. The Development will be subject to the risks generally incident to real estate investments and development. Many factors that may affect the Development, as well as the operating revenues of the Developer, including those derived from the Development, are not within the control of the Developer. Such factors include changes in national, regional and local economic conditions; changes in long and short term interest rates; changes in the climate for real estate purchases; changes in demand for or supply of competing properties; changes in local, regional and national market and economic conditions; unanticipated development costs, market preferences and architectural trends; unforeseen environmental risks and controls; the adverse use of adjacent and neighboring real estate; changes in interest rates and the availability of mortgage funds to buyers of the homes to be built in the Development, which may render the sale of such homes difficult or unattractive; acts of war, terrorism or other political instability; delays or inability to obtain governmental approvals; changes in laws; moratorium; acts of God (which may result in uninsured losses); strikes; labor shortages; energy shortages; material shortages; inflation; adverse weather conditions; contractor or subcontractor defaults; and other unknown contingencies and factors beyond the control of the Developer. Furthermore, the operating revenues of the Developer may be materially adversely affected if specific conditions in the lot purchase contracts are not met. Failure to meet the lot purchase contract's conditions allows the applicable lot purchaser to terminate its obligation to purchase lots from the Developer and obtain its earnest money deposit back.

The Development cannot be initiated or completed without the Developer obtaining a variety of governmental approvals and permits, some of which have already been obtained. Certain permits are necessary to initiate construction of each phase of the Development and to allow the occupancy of residences and to satisfy conditions included in the approvals and permits. There can be no assurance that all of these permits and approvals can be obtained or that the conditions to the approvals and permits can be fulfilled. The failure to obtain any of the required approvals or fulfill any one of the conditions could cause materially adverse financial results for the Developer.

### **Availability of Utilities**

The progress of development within the District is also dependent upon the City providing an adequate supply of water and sufficient capacity for the collection and treatment of wastewater. If the City fails to supply water and wastewater services to the property within the District, the Development of the land in the District could be adversely affected. See “THE DEVELOPMENT — Utilities.”

### **Dependence upon Developer and Homebuilder**

*Initial Liability for Assessments.* The Continental Lot Purchase Contract One and Continental Lot Purchase Contract Two provide that Continental Homes is obligated to takedown an aggregate of 97 single-family lots within Improvement Area #3. As of April 1, 2023, Continental Homes has taken down 30 single-family lots. The Brightland Lot Purchase Contract provides that Brightland Homes is obligated to takedown 67 single-family lots within Improvement Area #3. As of April 1, 2023, Brightland Homes has taken down 50 single-family lots. The Chesmar Lot Purchase Contract provides that Chesmar Homes is obligated to takedown 45 single-family lots, including one model lot, within Improvement Area #3. As of April 1, 2023, Chesmar Homes has taken down 18 single-family lots. The Developer owns the remaining 187 single family lots in Improvement Area #3. Great Gulf Carrillon owns all 106 condominium lots in Improvement Area #3. As of April 1, 2023 Developer is responsible for payment of 42.10% of the Assessments on the single-family lots, Continental Homes is responsible for payment of 18.25% of the Assessments on the single-family lots, Brightland Homes is responsible for payment of 33.33% of the Assessments on the single-family lots, and Chesmar Homes is responsible for 6.32% of the Assessments on the single-family lots. Great Gulf Carrillon is responsible for payment of 100% of the Assessments on the condominium lots.

*Assessment Payments.* The ability of the Developer and the Builders to make full and timely payment of the Assessments will directly affect the ability of the City to meet its debt service obligations with respect to the Bonds. The City will pay the Developer, or the Developer’s designee, from proceeds of the Bonds for project costs actually incurred in developing and constructing the Improvement Area #3 Improvements within the District. See “THE IMPROVEMENT AREA #3 IMPROVEMENTS” and “THE DEVELOPMENT — Development Plan.”

There can be no assurances given as to the financial ability of the Developer to advance any funds to the City to supplement revenues from the Assessments, if necessary, or as to whether the Developer will advance such funds.

The source of funding for future land development activities and infrastructure construction to develop the remaining lots proposed for the District also consists of proceeds from Future Improvement Area Bonds and proceeds of lot sales, as well as possible bank financing and equity contributions by the Developer and its parent company.

Finally, if for any reason, the Development cannot be completed as planned, the Developer or any subsequent property owner will nevertheless remain responsible for the full amount of the applicable Assessments, notwithstanding the fact that the amount of the Assessments when levied assumed the full development of the Improvement Area #3 Assessed Property.

## **TAX MATTERS**

### **Tax Exemption**

In the opinion of Bickerstaff Heath Delgado Acosta LLP, Bond Counsel, under existing statutes, regulations, rulings and court decisions, interest on the Bonds will not be includable in the gross income of the holders thereof for federal income tax purposes assuming continuing compliance by the City with the requirements of the Code. Interest on the Bonds is not subject to the alternative minimum tax imposed on individuals under the Code. For purposes of

the 15% federal minimum tax that is imposed on “applicable corporations” (as defined in the 2022 Inflation Reduction Act (the “2022 Act”)) for taxable years beginning after December 31, 2022, interest on the Bonds will be taken into account in determining “adjusted financial statement income” (as defined in the 2022 Act).

In rendering its opinion, Bond Counsel has relied on the City’s covenants contained in the Order and the City’s covenants contained in the Arbitrage and Tax Certificate, that it will comply with the applicable requirements of the Code, relating to, *inter alia*, the use and operation of the project and the use and investment of proceeds of the Bonds and rebate to the United States Treasury of specified arbitrage earnings, if any, under Section 148(f) of the Code. Failure of the City to comply with such covenants could result in the interest on the Bonds being subject to federal income tax from the date of issue of the Bonds. Bond Counsel has not undertaken to monitor compliance with such covenants or to advise any party as to changes in the law after the date of issuance of the Bonds that may affect the tax-exempt status of the interest.

Except as stated above, Bond Counsel will express no opinion as to any federal, state or local tax consequences resulting from the receipt or accrual of interest on, or acquisition, ownership or disposition of the Bonds.

Bond Counsel’s opinions are based on existing law, which is subject to change. Such opinions are further based on Bond Counsel’s knowledge of facts as of the date thereof. Bond Counsel assumes no duty to update or supplement its opinions to reflect any facts or circumstances that may thereafter come to Bond Counsel’s attention or to reflect any changes in any law that may thereafter occur or become effective. Moreover, Bond Counsel’s opinions are not a guarantee of result and are not binding on the Internal Revenue Service (the “Service”); rather, such opinions represent Bond Counsel’s legal judgment based upon its review of existing law and in reliance upon the representations and covenants referenced above that it deems relevant to such opinions. The Service has an ongoing audit program to determine compliance with rules that relate to whether interest on state or local obligations is includable in gross income for federal income tax purposes. No assurance can be given whether or not the Service will commence an audit of the Bonds. If an audit is commenced, in accordance with its current published procedures the Service is likely to treat the City as the taxpayer and the Owners may not have a right to participate in such audit. Public awareness of any future audit of the Bonds could adversely affect the value and liquidity of the Bonds during the pendency of the audit regardless of the ultimate outcome of the audit.

### **Collateral Federal Income Tax Consequences**

Prospective purchasers of the Bonds should be aware that the ownership of tax-exempt obligations such as the Bonds may result in collateral federal income tax consequences to, among others, financial institutions, life insurance companies, property and casualty insurance companies, certain foreign corporations doing business in the United States, S corporations with subchapter C earnings and profits, individual recipients of Social Security or Railroad Retirement benefits, individuals otherwise qualifying for the earned income tax credit, owners of an interest in a financial asset securitization investment trust (“FASIT”), and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry, or who have paid or incurred certain expenses allocable to, tax-exempt obligations. Prospective purchaser should consult their own tax advisors as to the applicability of these consequences to their particular circumstances.

Existing law may change to reduce or eliminate the benefit to obligation holders of the exclusion of interest on the Bonds from gross income for federal income tax purposes. Any proposed legislation or administrative action, whether or not taken, could also affect the value and marketability of the Bonds. Prospective purchasers of the Bonds should consult with their own tax advisors with respect to any proposed or future changes in tax law.

Section 884 of the code imposes on certain foreign corporations a branch profits tax equal to thirty percent (30%) of the “dividend equivalent amount” for the taxable year. Interest on the bonds received or accrued by a foreign corporation subject to the branch profits tax may be included in computing the “dividend equivalent amount” of such corporation.

In addition, passive investment income, including interest on the Bonds, may be subject to federal income taxation under Section 1375 of the Code for any S corporation that has Subchapter C earnings and profits at the close of the taxable year, if more than twenty-five percent (25%) of the gross receipts of such S corporation is passive investment income.

In addition, attention is called to the fact that Section 265(b)(1) of the Code eliminates the interest deduction otherwise allowable with respect to indebtedness deemed incurred by banks, thrift institutions and other financial institutions to purchase or to carry tax-exempt obligations acquired after August 7, 1986 other than designated “qualified tax-exempt obligations” as defined in Section 265(b)(3) of the Code.

### **Tax Accounting Treatment of Discount and Premium on Certain Bonds**

The initial public offering price of certain discount Bonds (the “Discount Bonds”) may be less than the amount payable on such Bonds at maturity. An amount equal to the difference between the initial public offering price of a Discount Bonds (assuming that a substantial amount of the Discount Bonds of that maturity are sold to the public at such price) and the amount payable at maturity constitutes original issue discount to the initial purchaser of such Discount Bonds. A portion of such original issue discount allocable to the holding period of such Discount Bonds by the initial purchaser will, upon the disposition of such Discount Bonds (including by reason of its payment at maturity), be treated as interest excludable from gross income, rather than as taxable gain, for federal income tax purposes, on the same terms and conditions as those for other interest on the Bonds described above under “Tax Exemption.” Such interest is considered to be accrued actuarially in accordance with the constant interest method over the life of a Discount Bonds, taking into account the semiannual compounding of accrued interest, at the yield to maturity on such Discount Bonds and generally will be allocated to an original purchaser in a different amount from the amount of the payment denominated as interest actually received by the original purchaser during the tax year. However, such interest may be required to be taken into account in determining the alternative minimum taxable income of a corporation, for purposes of calculating a corporation’s alternative minimum tax imposed by Section 55 of the Code, and the amount of the branch profits tax applicable to certain foreign corporations doing business in the United States, even though there will not be a corresponding cash payment. In addition, the accrual of such interest may result in certain other collateral federal income tax consequences to, among others, financial institutions, life insurance companies, property and casualty insurance companies, S corporations with “subchapter C” earnings and profits, individual recipients of Social Security or Railroad Retirement benefits, individuals otherwise qualifying for earned income tax credit, owners of an interest in a FASIT, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry, or who have paid or incurred certain expenses allocable to, tax-exempt obligations. Moreover, in the event of the redemption, sale or other taxable disposition of a Discount Bonds by the initial owner prior to maturity, the amount realized by such owner in excess of the basis of such Discount Bonds in the hands of such owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Discount Bonds was held) is includable in gross income. Owners of Discount Bonds should consult with their own tax advisors with respect to the determination of accrued original issue discount on Discount Bonds for federal income tax purposes and with respect to the state and local tax consequences of owning and disposing of Discount Bonds. It is possible that, under applicable provisions governing determination of state and local income taxes, accrued interest on Discount Bonds may be deemed to be received in the year of accrual even though there will not be a corresponding cash payment.

The initial public offering price of certain Bonds (the “Premium Bonds”) may be greater than the amount payable on such Bonds at maturity. An amount equal to the difference between the initial public offering price of a Premium Series Bond (assuming that a substantial amount of the Premium Bonds of that maturity are sold to the public at such price) and the amount payable at maturity constitutes premium to the initial purchaser of such Premium Bonds. The basis for federal income tax purposes of a Premium Series Bond in the hands of such initial purchaser must be reduced each year by the amortizable Series Bond premium, although no federal income tax deduction is allowed as a result of such reduction in basis for amortizable bond premium. Such reduction in basis will increase the amount of any gain (or decrease the amount of any loss) to be recognized for federal income tax purposes upon a sale or other taxable disposition of a Premium Series Bond. The amount of premium which is amortizable each year by an initial purchaser is determined by using such purchaser’s yield to maturity. Purchasers of the Premium Bonds should consult with their own tax advisors with respect to the determination of amortizable bond premium on Premium Bonds for federal income tax purposes and with respect to the state and local tax consequences of owning and disposing of Premium Bonds.

### **State, Local and Foreign Taxes**

Investors should consult their own tax advisors concerning the tax implications of the purchase, ownership or disposition of the Bonds under applicable state or local laws. Foreign investors should also consult their own tax advisors regarding the tax consequences unique to investors who are not United States persons.

## Changes in Federal and State Tax Law

From time to time, there are legislative proposals in the United States Congress and in the states that, if enacted, could alter or amend the Federal and State tax matters referred to above or adversely affect the market value or marketability of the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to bonds issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value or marketability of the Bonds.

Prospective purchasers of the Bonds should consult with their own tax advisors regarding any other federal income tax legislation, whether currently pending or proposed, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Bonds and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending legislation, regulatory initiatives or litigation.

The City invests its investable funds in investments authorized by State law in accordance with investment policies approved by the City Council of the City. Both State law and the City's investment policies are subject to change.

## LEGAL MATTERS

### Legal Proceedings

Delivery of the Bonds will be accompanied by the unqualified approving legal opinion of the Attorney General of the State to the effect that the Bonds are valid and legally binding obligations of the City under the Constitution and laws of the State, payable from the Trust Estate and, based upon their examination of a transcript of certified proceedings relating to the issuance and sale of the Bonds, the legal opinion of Bond Counsel, to a like effect.

Bickerstaff Heath Delgado Acosta LLP serves as Bond Counsel to the City. Norton Rose Fulbright US LLP serves as Underwriter's Counsel. The legal fees paid to Bond Counsel and Underwriter's Counsel are contingent upon the sale and delivery of the Bonds.

### Legal Opinions

The City will furnish the Underwriter a transcript of certain certified proceedings incident to the authorization and issuance of the Bonds. Such transcript will include a certified copy of the approving opinion of the Attorney General of Texas, as recorded in the Bond Register of the Comptroller of Public Accounts of the State, to the effect that the Bonds are valid and binding special obligations of the City. The City will also furnish the legal opinion of Bond Counsel, to the effect that, based upon an examination of such transcript, the Bonds are valid and binding special obligations of the City under the Constitution and laws of the State. The legal opinion of Bond Counsel will further state that the Bonds, including principal thereof and interest thereon, are payable from and secured by a pledge of and lien on the Pledged Revenues. Bond Counsel will also provide a legal opinion to the effect that interest on the Bonds will be excludable from gross income for federal income tax purposes under Section 103(a) of the Code, subject to the matters described above under the caption "TAX MATTERS." A copy of the opinion of Bond Counsel is attached hereto as "APPENDIX D — Form of Opinion of Bond Counsel."

Except as noted below, Bond Counsel did not take part in the preparation of the Limited Offering Memorandum, and such firm has not assumed any responsibility with respect thereto or undertaken independently to verify any of the information contained therein, except that, in its capacity as Bond Counsel, such firm has reviewed the information describing the Bonds herein under the captions or subcaptions "PLAN OF FINANCE — The Bonds;" "Additional Obligations" (first paragraph only), "DESCRIPTION OF THE BONDS," "SECURITY FOR THE BONDS," "ASSESSMENT PROCEDURES" (except for the subcaptions "Assessment Methodology" and "Assessment Amounts") "THE DISTRICT," "TAX MATTERS," "LEGAL MATTERS — Legal Proceedings" (first paragraph only), "LEGAL MATTERS — Legal Opinions," "CONTINUING DISCLOSURE — The City," "REGISTRATION AND QUALIFICATION OF BONDS FOR SALE," "LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS" and APPENDIX B, and such firm is of the opinion that the information relating to the Bonds, the Bond Ordinance, the Assessment Ordinance and the Indenture contained

therein fairly and accurately describes the laws and legal issues addressed therein and, with respect to the Bonds, such information conforms to the Bond Ordinance, the Assessment Ordinance and the Indenture.

The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. In rendering a legal opinion, the attorney does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of the parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

#### **Litigation — The City**

At the time of delivery and payment for the Bonds, the City will certify that, except as disclosed herein, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, pending or overtly threatened against the City affecting the existence of the District, or seeking to restrain or to enjoin the sale or delivery of the Bonds, the application of the proceeds thereof, in accordance with the Indenture, or the collection or application of Assessments securing the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Assessment Ordinance, the Indenture, any action of the City contemplated by any of the said documents, or the collection or application of the Pledged Revenues, or in any way contesting the completeness or accuracy of this Limited Offering Memorandum or any amendment or supplement thereto, or contesting the powers of the City or its authority with respect to the Bonds or any action of the City contemplated by any documents relating to the Bonds.

#### **Litigation — The Developer**

At the time of delivery and payment for the Bonds, the Developer will certify that, except as disclosed herein, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory body, public board or body pending, or, to the best knowledge of the Developer, threatened against or affecting the Developer or any of its affiliates wherein an unfavorable decision, ruling or finding would have a material adverse effect on the financial condition or operations of the Developer or its managing member, or would adversely affect (1) the transactions contemplated by, or the validity or enforceability of, the Bonds, the Indenture, the 2023 Amended and Restated Service and Assessment Plan, the Financing and Reimbursement Agreement, or the IA#3 Reimbursement Agreement, or otherwise described in this Limited Offering Memorandum or (2) the tax-exempt status of interest on the Bonds (individually or in the aggregate, a “Material Adverse Effect”). Forestar Group and Forestar have been and are parties to pending and threatened litigation related to their commercial and real estate development activities. According to the Developer, such litigation occurs in the ordinary course of business and is not expected to have a Material Adverse Effect.

### **SUITABILITY FOR INVESTMENT**

Investment in the Bonds poses certain economic risks. See “BONDHOLDERS’ RISKS.” The Bonds are not rated by any nationally recognized municipal securities rating service.

No dealer, broker, salesman or other person has been authorized by the City or the Underwriter to give any information or make any representations, other than those contained in this Limited Offering Memorandum, and, if given or made, such other information or representations must not be relied upon as having been authorized by either of the foregoing. Additional information will be made available to each prospective investor, including the benefit of a site visit to the City and the opportunity to ask questions of the Developer, as such prospective investor deems necessary in order to make an informed decision with respect to the purchase of the Bonds.

### **ENFORCEABILITY OF REMEDIES**

The remedies available to the owners of the Bonds upon an event of default under the Indenture are in many respects dependent upon judicial actions, which are often subject to discretion and delay. See “BONDHOLDERS’ RISKS — Bondholders’ Remedies and Bankruptcy.” Under existing constitutional and statutory law and judicial decisions, including the federal bankruptcy code, the remedies specified by the Indenture and the Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Bonds will be qualified, as to the enforceability of the remedies provided in the various legal instruments, by

limitations imposed by governmental immunity, bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors and enacted before or after such delivery, and by general principles of equity that permit the exercise of judicial discretion.

### **NO RATING**

No application for a rating on the Bonds has been made to any rating agency, nor is there any reason to believe that the City would have been successful in obtaining an investment grade rating for the Bonds had application been made.

### **CONTINUING DISCLOSURE**

#### **The City**

Pursuant to Rule 15c2-12 of the SEC (the “Rule”), the City, the Administrator and UMB Bank, N.A., as dissemination agent (in such capacity, the “Dissemination Agent”), will enter into a Continuing Disclosure Agreement (the “Disclosure Agreement of Issuer”), for the benefit of the Owners of the Bonds (including Owners of beneficial interests in the Bonds), to provide, by certain dates prescribed in the Disclosure Agreement of Issuer, certain financial information and operating data relating to the City (collectively, the “City Reports”). The specific nature of the information to be contained in the City Reports is set forth in “APPENDIX E-1 — Form of Disclosure Agreement of Issuer.” Under certain circumstances, the failure of the City to comply with its obligations under the Disclosure Agreement of Issuer constitutes an event of default thereunder. Such a default will not constitute an event of default under the Indenture, but such event of default under the Disclosure Agreement of Issuer would allow the Owners of the Bonds (including Owners of beneficial interests in the Bonds) to bring an action for specific performance.

The City has agreed to update information and to provide notices of certain specified events only as provided in the Disclosure Agreement of Issuer. The City has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided in this Limited Offering Memorandum, except as provided in the Disclosure Agreement of Issuer. The City makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell the Bonds at any future date. The City disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of the Disclosure Agreement of Issuer or from any statement made pursuant to the Disclosure Agreement of Issuer.

#### **The City’s Compliance with Prior Undertakings**

During the past five years the City has complied in all material respects with its continuing disclosure agreements made by it in accordance with the Rule, except that the City did not timely file notice of its privately placed Tax Notes, Series 2022. The City has subsequently posted notice of that debt obligation on EMMA. The City’s failure to timely file was the result of an administrative oversight, and the City has since put procedures in place to ensure that it complies with its obligations under the Rule going forward.

#### **The Developer**

Pursuant to the Rule, the Developer, the Administrator and the Dissemination Agent will enter into a Continuing Disclosure Agreement (the “Disclosure Agreement of Developer”), for the benefit of the Owners of the Bonds (including Owners of beneficial interests in the Bonds), to provide, by certain dates prescribed in the Disclosure Agreement of Developer, certain information regarding the Development and the Authorized Improvements (collectively, the “Developer Reports”). The specific nature of the information to be contained in the Developer Reports is set forth in “APPENDIX E-2 — Form of Disclosure Agreement of Developer.” Under certain circumstances, the failure of the Developer or the Administrator to comply with its obligations under the Disclosure Agreement of Developer constitutes an event of default thereunder. Such a default will not constitute an event of default under the Indenture, but such event of default under the Disclosure Agreement of Developer would allow the Owners of the Bonds (including Owners of beneficial interests in the Bonds) to bring an action for specific performance.



The Developer has agreed to provide (i) certain updated information to the Administrator, which consultant will prepare and provide such updated information in report form and (ii) notices of certain specified events, only as provided in the Disclosure Agreement of Developer. The Developer has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided in this Limited Offering Memorandum, except as provided in the Disclosure Agreement of Developer. The Developer makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell the Bonds at any future date. The Developer disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of the Disclosure Agreement of Developer or from any statement made pursuant to the Disclosure Agreement of Developer.

### **The Developer's Compliance with Prior Undertakings**

Developer has entered into various continuing disclosure agreements pursuant to the Rule (each a "Continuing Disclosure Agreement") concerning bond issuances related to properties Developer owns and controls. During the past five years Developer has complied in all material respects with any and all obligations under any Continuing Disclosure Agreement to which it is a party.

### **UNDERWRITING**

FMSbonds, Inc. (the "Underwriter") has agreed to purchase the Bonds from the City at a purchase price of \$\_\_\_\_\_ (the par amount of the Bonds, less a reoffering discount of \$\_\_\_\_\_ less an underwriting discount of \$\_\_\_\_\_). The Underwriter's obligations are subject to certain conditions precedent and if obligated to purchase any of the Bonds, the Underwriter will be obligated to purchase all of the Bonds. The Bonds may be offered and sold by the Underwriter at prices lower than the initial offering prices stated on the inside cover page hereof, and such initial offering prices may be changed from time to time by the Underwriter.

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## **REGISTRATION AND QUALIFICATION OF BONDS FOR SALE**

The sale of the Bonds has not been registered under the Federal Securities Act of 1933, as amended, in reliance upon the exemption provided thereunder by Section 3(a)(2); and the Bonds have not been qualified under the Securities Act of Texas in reliance upon various exemptions contained therein; nor have the Bonds been qualified under the securities acts of any other jurisdiction. The City assumes no responsibility for qualification of the Bonds under the securities laws of any jurisdiction in which the Bonds may be sold, assigned, pledged, hypothecated or otherwise transferred. This disclaimer of responsibility for qualification for sale or other disposition of the Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration provisions.

## **LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS**

The PID Act and Section 1201.041 of the Public Security Procedures Act (Chapter 1201, Texas Government Code, as amended) provide that the Bonds are negotiable instruments and investment securities governed by Chapter 8, Texas Business and Commerce Code, as amended, and are legal and authorized investments for insurance companies, fiduciaries, trustees, or for the sinking funds of municipalities or other political subdivisions or public agencies of the State. With respect to investment in the Bonds by municipalities or other political subdivisions or public agencies of the State, the PFIA requires that the Bonds be assigned a rating of at least "A" or its equivalent as to investment quality by a national rating agency. See "NO RATING" above. In addition, the PID Act and various provisions of the Texas Finance Code provide that, subject to a prudent investor standard, the Bonds are legal investments for state banks, savings banks, trust companies with capital of one million dollars or more, and savings and loan associations. The Bonds are eligible to secure deposits to the extent of their market value. No review by the City has been made of the laws in other states to determine whether the Bonds are legal investments for various institutions in those states. No representation is made that the Bonds will be acceptable to public entities to secure their deposits or acceptable to such institutions for investment purposes.

The City made no investigation of other laws, rules, regulations or investment criteria which might apply to such institutions or entities or which might limit the suitability of the Bonds for any of the foregoing purposes or limit the authority of such institutions or entities to purchase or invest in the Bonds for such purposes.

## **INVESTMENTS**

The City invests its funds in investments authorized by State law in accordance with investment policies approved by the City Council. Both State law and the City's investment policies are subject to change.

### **Legal Investments**

Under State law, the City is authorized to invest in obligations meeting the requirements of the Texas Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended (the "PFIA") which may include: (1) obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks; (2) direct obligations of the State or its agencies and instrumentalities; (3) collateralized mortgage obligations issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States; (4) other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (the "FDIC") or by the explicit full faith and credit of the United States; (5) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than "A" or its equivalent; (6) bonds issued, assumed, or guaranteed by the State of Israel; (7) interest-bearing banking deposits that are guaranteed or insured by the FDIC or the National Credit Union Share Insurance Fund (the "NCUSIF") or their respective successors; (8) interest-bearing banking deposits, other than those described in clause (7), that (i) are invested through a broker or institution with a main office or branch office in this State and selected by the City in compliance with the PFIA, (ii) the broker or institution arranges for the deposit of the funds in one or more federally insured depository institutions, wherever located, for the City's account, (iii) the full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States, and (iv) the City appoints as its custodian of the banking deposits, in compliance with the PFIA, the institution in clause (8)(i) above, a bank, or

a broker-dealer; (9) certificates of deposit and share certificates meeting the requirements of the PFIA (i) that are issued by an institution that has its main office or a branch office in the State and are guaranteed or insured by the FDIC or the NCUSIF, or their respective successors, or are secured as to principal by obligations described in clauses (1) through (8), above, or secured in accordance with Chapter 2257, Texas Government Code, or in any other manner and amount provided by law for City deposits, or (ii) where (a) the funds are invested by the City through a broker or institution that has a main office or branch office in the State and selected by the City in compliance with the PFIA, (b) the broker or institution arranges for the deposit of the funds in one or more federally insured depository institutions, wherever located, for the account of the City, (c) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and (d) the City appoints, in compliance with the PFIA, the institution in clause (9)(ii)(a) above, a bank, or broker-dealer as custodian for the City with respect to the certificates of deposit; (10) fully collateralized repurchase agreements that have a defined termination date, are secured by a combination of cash and obligations described by clause (1) which are pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City, and are placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in the State; (11) certain bankers' acceptances with a stated maturity of 365 days or less, if the short-term obligations of the accepting bank, or of the holding company of which the bank is the largest subsidiary, are rated not less than "A-1" or "P-1" or the equivalent by at least one nationally recognized credit rating agency; (12) commercial paper with a stated maturity of 270 days or less that is rated at least "A-1" or "P-1" or an equivalent by either (i) two nationally recognized credit rating agencies, or (ii) one nationally recognized credit rating agency if the commercial paper is fully secured by an irrevocable letter of credit issued by a United States or state bank; (13) no-load mutual funds registered with and regulated by the Securities and Exchange Commission and complies with Securities and Exchange Commission Rule 2a-7; (14) no-load mutual funds that are registered and regulated by the Securities and Exchange Commission that have a weighted maturity of less than two years and either (i) have a duration of one year or more and are invested exclusively in obligations approved in this paragraph, or (ii) have a duration of less than one year and the investment portfolio is limited to investment grade securities, excluding asset backed securities; (15) guaranteed investment contracts that have a defined termination date and are secured by obligations described in clause (1), excluding obligations which the City is explicitly prohibited from investing in, and in an amount at least equal to the amount of bond proceeds invested under such contract; and (16) securities lending programs if (i) the securities loaned under the program are 100% collateralized, including accrued income, (ii) a loan made under the program allows for termination at any time, (iii) a loan made under the program is either secured by (a) obligations described in clauses (1) through (8) above, (b) irrevocable letters of credit issued by a state or national bank that is continuously rated by a nationally recognized investment rating firm at not less than "A" or its equivalent, or (c) cash invested in obligations described in clauses (1) through (8) above, clauses (12) through (14) above, or an authorized investment pool, (iv) the terms of a loan made under the program require that the securities being held as collateral be pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party designated by the City, (v) a loan made under the program is government securities dealer or a financial institution doing business in the State, and (vi) the agreement to lend securities has a term of one year or less.

The City may invest in such obligations directly or through government investment pools that invest solely in such obligations provided that the pools are rated no lower than "AAA" or "AAAm" or an equivalent by at least one nationally recognized rating service. The City may also contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control for a term up to two years, but the City retains ultimate responsibility as fiduciary of its assets. In order to renew or extend such a contract, the City must do so by order, ordinance, or resolution. The City is specifically prohibited from investing in: (1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal; (2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security and bears no interest; (3) collateralized mortgage obligations that have a stated final maturity of greater than ten (10) years; and (4) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

### **Investment Policies**

Under State law, the City is required to invest its funds under written investment policies that primarily emphasize safety of principal and liquidity; that address investment diversification, yield, maturity, and the quality

and capability of investment management; and that include a list of authorized investments for City funds, the maximum allowable stated maturity of any individual investment, the maximum average dollar-weighted maturity allowed for pooled fund groups, methods to monitor the market price of investments acquired with public funds, a requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis, and procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the PFIA. All City funds must be invested consistent with a formally adopted "Investment Strategy Statement" that specifically addresses each fund's investment. Each Investment Strategy Statement will describe its objectives concerning: (1) suitability of investment type, (2) preservation and safety of principal, (3) liquidity, (4) marketability of each investment, (5) diversification of the portfolio, and (6) yield.

Under State law, the City's investments must be made "with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment considering the probable safety of capital and the probable income to be derived." At least quarterly the City's investment officers must submit an investment report to the City Council detailing: (1) the investment position of the City, (2) that all investment officers jointly prepared and signed the report, (3) the beginning market value, the ending market value and the fully accrued interest for the reporting period of each pooled fund group, (4) the book value and market value of each separately listed asset at the end of the reporting period, (5) the maturity date of each separately invested asset, (6) the account or fund or pooled fund group for which each individual investment was acquired, and (7) the compliance of the investment portfolio as it relates to: (a) adopted investment strategies and (b) State law. No person may invest City funds without express written authority from the City Council.

#### **Additional Provisions**

Under State law, the City is additionally required to: (1) annually review its adopted policies and strategies; (2) adopt by written instrument a rule, order, ordinance or resolution stating that it has reviewed its investment policy and investment strategies and records any changes made to either its investment policy or investment strategy in the respective rule, order, ordinance or resolution; (3) require any investment officers with personal business relationships or relatives with firms seeking to sell securities to the City to disclose the relationship and file a statement with the Texas Ethics Commission and the City Council; (4) require the qualified representative of firms offering to engage in an investment transaction with the City to: (a) receive and review the City's investment policy, (b) acknowledge that reasonable controls and procedures have been implemented to preclude investment transactions conducted between the City and the business organization that are not authorized by the City's investment policy (except to the extent that this authorization is dependent on an analysis of the makeup of the entity's entire portfolio, requires an interpretation of subjective investment standards or relates to investment transactions of the entity that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority), and (c) deliver a written statement in a form acceptable to the City and the business organization attesting to these requirements; (5) in conjunction with its annual financial audit, perform a compliance audit of the management controls on investments and adherence to the City's investment policy; (6) provide specific investment training for the Treasurer, chief financial officer and investment officers; (7) restrict reverse repurchase agreements to not more than ninety (90) days and restrict the investment of reverse repurchase agreement funds to no greater than the term of the reverse purchase agreement; (8) restrict the investment in no-load mutual funds in the aggregate to no more than fifteen percent (15%) of the City's monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service; (9) require local government investment pools to conform to the new disclosure, rating, net asset value, yield calculation, and advisory board requirements; and (10) at least annually review, revise and adopt a list of qualified brokers that are authorized to engage in investment transactions with the City.

#### **INFORMATION RELATING TO THE TRUSTEE**

The City has appointed UMB Bank, N.A., a national banking association organized under the laws of the United States, to serve as Trustee. The Trustee is to carry out those duties assignable to it under the Indenture. Except for the contents of this section, the Trustee has not reviewed or participated in the preparation of this Limited Offering Memorandum and assumes no responsibility for the contents, accuracy, fairness or completeness of the information set forth in this Limited Offering Memorandum or for the recitals contained in the Indenture or the Bonds, or for the validity, sufficiency, or legal effect of any of such documents.

Furthermore, the Trustee has no oversight responsibility, and is not accountable, for the use or application by the City of any of the Bonds authenticated or delivered pursuant to the Indenture or for the use or application of the proceeds of such Bonds by the City. The Trustee has not evaluated the risks, benefits, or propriety of any investment in the Bonds and makes no representation, and has reached no conclusions, regarding the value or condition of any assets or revenues pledged or assigned as security for the Bonds, the technical or financial feasibility of the project, or the investment quality of the Bonds, about all of which the Trustee expresses no opinion and expressly disclaims the expertise to evaluate.

Additional information about the Trustee may be found at its website at <https://www.umb.com/>. Neither the information on the Trustee's website, nor any links from that website, is a part of this Limited Offering Memorandum, nor should any such information be relied upon to make investment decisions regarding the Bonds.

## **SOURCES OF INFORMATION**

### **General**

The information contained in this Limited Offering Memorandum has been obtained primarily from the City's records, the Developer and its representatives and other sources believed to be reliable. In accordance with its responsibilities under the federal securities law, the Underwriter has reviewed the information in this Limited Offering Memorandum in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of the transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Limited Offering Memorandum or any sale hereunder will create any implication that there has been no change in the financial condition or operations of the City or the Developer described herein since the date hereof. This Limited Offering Memorandum contains, in part, estimates and matters of opinion that are not intended as statements of fact, and no representation or warranty is made as to the correctness of such estimates and opinions or that they will be realized. The summaries of the statutes, resolutions, ordinances, indentures and engineering and other related reports set forth herein are included subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions and reference is made to such documents for further information.

### **Source of Certain Information**

The information contained in this Limited Offering Memorandum relating to the description of the Improvement Area #3 Improvements, the Development and the Developer generally and, in particular, the information included in maps on pages (ii) - (vi) and in the sections captioned "PLAN OF FINANCE," "THE IMPROVEMENT AREA #3 IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPER," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Improvement Area #3 Improvements and the Development), "LEGAL MATTERS — Litigation — The Developer," and "CONTINUING DISCLOSURE — The Developer" and "— The Developer's Compliance with Prior Undertakings" has been provided by the Developer, and the Developer warrants and represents that the information contained herein is true and correct and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made herein, in the light of the circumstances under which they were made, not misleading. At the time of delivery of the Bonds to the Underwriter, the Developer will deliver a certificate to this effect to the City and the Underwriter.

### **Experts**

The information regarding the 2023 Amended and Restated Service and Assessment Plan in this Limited Offering Memorandum has been provided by P3Works, LLC and has been included in reliance upon the authority of such firm as experts in the field of assessment allocation/methodology and district administration.

The information regarding the Appraisal in this Limited Offering Memorandum has been provided by the Appraiser and has been included in reliance upon the authority of such firm as experts in the field of the appraisal of real property. The Appraiser has consented to the inclusion of the Appraisal herein.

### **Updating of Limited Offering Memorandum**

If, subsequent to the date of the Limited Offering Memorandum, the City learns, through the ordinary course of business and without undertaking any investigation or examination for such purposes, or is notified by the Underwriter, of any adverse event which causes the Limited Offering Memorandum to be materially misleading, and unless the Underwriter elects to terminate its obligation to purchase the Bonds, the City will promptly prepare and supply to the Underwriter an appropriate amendment or supplement to the Limited Offering Memorandum satisfactory to the Underwriter; provided, however, that the obligation of the City to so amend or supplement the Limited Offering Memorandum will terminate when the City delivers the Bonds to the Underwriter, unless the Underwriter notifies the City on or before such date that less than all of the Bonds have been sold to ultimate customers; in which case the City's obligations hereunder will extend for an additional period of time (but not more than ninety (90) days after the date the City delivers the Bonds) until all of the Bonds have been sold to ultimate customers.

### **FORWARD-LOOKING STATEMENTS**

Certain statements included or incorporated by reference in this Limited Offering Memorandum constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the Securities Act. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "project," "anticipate," "budget" or other similar words.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED HEREIN TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE CITY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ANY OF ITS EXPECTATIONS, OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, OTHER THAN AS DESCRIBED UNDER "CONTINUING DISCLOSURE" HEREIN.

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**AUTHORIZATION AND APPROVAL**

The City Council will approve the form and content of this preliminary Limited Offering Memorandum and the use thereof by the Underwriter in connection with the marketing and sale of the Bonds. In the Bond Ordinance, the City Council will approve the form and content of the final Limited Offering Memorandum.

CITY OF MANOR, TEXAS

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

## APPENDIX A

## GENERAL INFORMATION REGARDING THE CITY AND SURROUNDING AREA

The following information has been provided for informational purposes only.

**Historical Employment in Travis County (Average Annual)**

	Average Annual				
	2022	2021	2020	2019	2018
Civilian Labor Force	822,494	778,563	735,013	731,331	713,786
Total Employed	799,306	747,009	688,176	712,144	693,275
Total Unemployed	23,188	31,554	46,837	19,187	20,511
Unemployment Rate	2.8%	4.1%	6.4%	2.6%	2.9%

Source: Texas Workforce Commission.

**Major Employers in Travis County**

<u>Employer</u>	<u>Product or Service</u>	<u>Employees</u>
State of Texas	Government	59,035
The University of Texas at Austin	Education & Research	37,067
H.E.B. Grocery Co.	Grocery Stores	19,008
City of Austin	Government	16,427
Wal-Mart Stores, Inc.	Retail	15,000
Dell Inc.	Electronics	14,030
Federal Government	Government	12,982
Amazon.com, LLC	Retail	11,000
Austin ISD	Education	10,858

Source: The Municipal Advisory Council of Texas.

**Building Permits**

Year Ended 30-Sep	Commercial		Residential		Grand Total (\$)
	Number <sup>(1)</sup>	Value (\$)	Number	Value	
2018	30	37,718,084	558	143,927,683	181,645,767
2019	10	16,405,970	611	174,338,256	190,744,226
2020	10	77,161,580	823	243,226,846	320,338,427
2021	14	28,849,537	345	102,871,225	131,720,762
2022	24	79,017,054	907	298,015,274	377,032,328
2023 <sup>(1)</sup>	5	6,947,456	345	109,795,597	116,743,053

Source: City of Manor

<sup>(1)</sup> Includes multi-family new building permits.

<sup>(2)</sup> As of May 17, 2023.



### Surrounding Economic Activity

The major employers in municipalities surrounding the City are set forth in the table below.

City of Elgin, TX		City of Pflugerville, TX		City of Austin, TX		City of Round Rock, TX	
Approximately 12 Miles from Manor		Approximately 12 Miles from Manor		Approximately 15 Miles from Manor		Approximately 15 Miles from Manor	
Employer	Employees	Employer	Employees	Employer	Employees	Employer	Employees
Elgin ISD	664	Amazon	1,547	State Government	39,685	Dell Technologies	13,000
Wal-Mart	225	Pflugerville ISD	1,400	University of Texas at Austin	28,061	Round Rock ISD	6,750
HEB Grocery	200	City of Pflugerville	407	HEB	19,008	City of Round Rock	1,021
ACME Brick Company	162	Wal-Mart	325	Ascension Seton	15,218	Kalahari Resorts & Conventions	1,000
Hanson Brick Company	80	Brandt	306	Federal Government	15,000	Round Rock Premium Outlets	800
City of Elgin	67	Mtech	268	Wal-Mart Stores	15,000	Ascension Seton Medical Center Williamson	750
Southside Market & BBQ	65	Cash Construction Company	250	City of Austin	14,964	Baylor Scott & White Healthcare	750
Elgin-Butler Brick	60	ESD	250	Dell Computer Corporation	13,000	St. David's Round Rock Medical Center	689
Elgin Veterinary Hospital	40	Curative	248	Amazon	11,000	Emerson Automation Solutions	682
Meyer Sausage/Smokehouse	25	Costco	155	Austin ISD	10,940	Amazon	600

City of Bastrop, TX	
Approximately 28 Miles from Manor	
Employer	Employees
Bastrop ISD	1,427
Hyatt Regency Lost Pines Resort	650
Bastrop County	464
MD Anderson Cancer Center	439
H.E.B Grocery Co.	408
Wal-Mart	311
Agilent/Stratagene	306
Bastrop FCI	276
Buc-ee's	169
Bluebonnet Electric Co-Op	168

City of Buda, TX	
Approximately 30 Miles from Manor	
Employer	Employees
Capital Excavation	315
HEB Grocery	249
Wal-Mart	240
ProBuild	222
Fat Quarter Shop	215
Cabela's	196
Texas Lehigh Cement	180
US Foods	159
Hays Community YMCA	157
Capital Spectrum	150

Source: Municipal Advisory Council of Texas.

APPENDIX B  
FORM OF INDENTURE

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**INDENTURE OF TRUST**

**By and Between**

**CITY OF MANOR, TEXAS**

**and**

**UMB BANK, N.A.,  
as Trustee**

**DATED AS OF JUNE 1, 2023**

**SECURING**

**\$ \_\_\_\_\_,000**

**CITY OF MANOR, TEXAS**

**SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023  
(MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT  
IMPROVEMENT AREA #3 PROJECT)**

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## INDENTURE OF TRUST

THIS INDENTURE OF TRUST, dated as of June 1, 2023 is by and between the CITY OF MANOR, TEXAS (the “*City*”), and UMB BANK, N.A., as trustee (together with its successors, the “*Trustee*”). Capitalized terms used in the preambles, recitals and granting clauses and not otherwise defined shall have the meanings assigned thereto in Article I.

WHEREAS, a petition (the “*Petition*”) was submitted by Sky Village Kimbro Estates, LLC, a Texas limited liability company, and RHOF, LLC, a Texas limited liability company, and filed with the City Secretary of the City (the “*City Secretary*”) on September 10, 2018, pursuant to the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the “*PID Act*”), requesting the creation of a public improvement district located in the City to be known as the Manor Heights Public Improvement District (the “*District*”); and

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

WHEREAS, on November 7, 2018, after due notice, the City Council of the City (“*City Council*”) held a public hearing in the manner required by law on the advisability of the improvement projects and services described in the Petition as required by Section 372.009 of the PID Act; and

WHEREAS, the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2018-10 adopted by a majority of the members of the City Council, authorized the creation of the District in accordance with its finding as to the advisability of the improvement projects and services; and

WHEREAS, on November 9, 2018, the City published notice of its authorization of the creation of the District in the *Manor Community News*, a newspaper of general circulation in the City; and

WHEREAS, no written protests of the creation of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after November 9, 2018; and

WHEREAS, on October 7, 2020, after due notice, the City Council held a public hearing on the matter as required by law on the advisability of adding additional land to the boundaries of the District; and

WHEREAS, on September 3, 2020, Forestar (USA) Real Estate Group, Inc., a Delaware corporation, (the “*Developer*”) the successor-in-interest to RHOF LLC, a Texas limited liability company, Sky Village Kimbro Estates, LLC, a Texas limited liability company, Alma Juanita Champion Meier, William Clark Meier, and Carolyn Juanita Meier Fauber, filed a petition with



the City Secretary requesting the City authorize adding additional land to the boundaries of the District; and

WHEREAS, the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2020-11 adopted by a majority of the members of the City Council, authorized adding additional land to the boundaries of the District; and

WHEREAS, on May 5, 2021, the City Council, in accordance with the authority granted to it by the PID Act and other applicable laws, issued its “City of Manor, Texas Special Assessment Revenue Bonds, Series 2021 (Manor Heights Public Improvement District Major Improvement Area Project)” (the “*Series 2021 MIA Bonds*”) and its “City of Manor, Texas Special Assessment Revenue Bonds, Series 2021 (Manor Heights Public Improvement District Improvement Area #1-2 Project)” (the “*Series 2021 IA#1-2 Bonds*”);

WHEREAS, the Series 2021 MIA Bonds are payable from the assessments levied against that portion of the District designated as the Major Improvement Area and are secured by that certain Indenture of Trust, dated May 1, 2021, executed and delivered by the City and the Trustee, concurrent with the issuance of the Series 2021 MIA Bonds, and as amended by the First Amendment to Indenture of Trust, dated December 1, 2021 (collectively, the “*2021 Indenture*”); and

WHEREAS, the City Council, pursuant to Section 372.016 of the PID Act, filed the proposed “Improvement Area #3 Assessment Roll” for the District with the City Secretary and made the proposed Assessment Roll subject to public inspection, and also directed and caused the City Secretary to publish notice of a public hearing on June 9, 2023 in the *Manor Journal*, a newspaper of general circulation in the City, for the consideration of the proposed “Improvement Area #3 Assessments” (the “*Assessments*”) and the “2023 Amended and Restated Service and Assessment Plan,” and, on the same date, mailed notice of the public hearing to the last known address of each property owner liable for such assessments; and

WHEREAS, on June 21, 2023, the City Council convened the public hearing, and at such public hearing all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to make any objection to the proposed Assessment Roll and the Assessments; and

WHEREAS, at the June 21, 2023, public hearing referenced above, there were no written objections or evidence submitted to the City Secretary in opposition to the 2023 Amended and Restated Service and Assessment Plan (as defined herein), the allocation of Actual Costs (defined herein), the Assessment Roll, or the levy of the Assessments; and

WHEREAS, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City Secretary or the City, the City Council closed the hearing; and

WHEREAS, on June 21, 2023, the City approved and accepted the 2023 Amended and Restated Service and Assessment Plan in conformity with the requirements of the PID Act and adopted Ordinance No. \_\_\_\_ (the “*Assessment Ordinance*”) and therein levied the Assessments; and

WHEREAS, the City Council is authorized by the PID Act to issue its revenue bonds payable from special assessments for the purposes of (i) paying a portion of the costs of Authorized Improvements (defined herein), (ii) (ii) funding a reserve account for payment of principal and interest on the bonds, (iii) paying a portion of the costs incidental to the organization and administration of the District, and (iv) paying costs of issuance; and

WHEREAS, pursuant to the Act and other laws, and by Articles X and XIII of the 2021 Indenture, the City is authorized to issue Future Improvement Area Bonds (as defined in the 2021 Indenture) upon the satisfaction of the requirements stated in Article XIII of the 2021 Indenture pertaining to the progress of the development of the District (the “Future Bonds Test”), and is authorized to enter into this Indenture; and

WHEREAS, the requirements of the Future Bonds Test have been satisfied and the City now desires to issue one series of its Future Improvement Area Bonds for the purposes of (i) paying a portion of the costs of the Improvement Area #3 Improvements (as defined herein), (ii) (ii) funding a reserve account for the payment of principal and interest on the Bonds (defined herein), (iii) paying a portion of the costs incidental to the organization and administration of the District, and (iv) paying costs of issuance, and such series of Bonds are to be entitled “City of Manor, Texas Special Assessment Revenue Bonds, Series 2023 (Manor Heights Public Improvement District Improvement Area #3 Project)” (the “Bonds”), such Bonds being payable solely from the Trust Estate (defined herein), consisting primarily of the Assessment Revenue (defined herein) and other funds pledged under this Indenture to the payment of Bonds and for the purposes set forth in the preamble of this Indenture; and

WHEREAS, the Trustee has agreed to accept the trusts herein created and to serve as Trustee upon the terms set forth in this Indenture.

NOW, THEREFORE, the City, in consideration of the foregoing premises and acceptance by the Trustee of the trusts herein created, of the purchase and acceptance of the Bonds by the Owners (defined herein) thereof, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, CONVEY, PLEDGE, TRANSFER, ASSIGN, and DELIVER to the Trustee for the benefit of the Owners, a security interest in all of the moneys, rights and properties described in the Granting Clauses hereof, as follows (collectively, the “Trust Estate”):

FIRST GRANTING CLAUSE

The Pledged Revenues and all moneys and investments held in the Pledged Funds, including any contract or any evidence of indebtedness related thereto or other rights of the City to receive any of such moneys or investments, whether now existing or hereafter coming into existence, and whether now or hereafter acquired; and

## SECOND GRANTING CLAUSE

Any and all other property or money of every name and nature which is, from time to time hereafter by delivery or by writing of any kind, conveyed, pledged, assigned or transferred to the Trustee as additional security hereunder by the City or by anyone on its behalf or with its written consent, and the Trustee is hereby authorized to receive any and all such property or money at any and all times and to hold and apply the same subject to the terms thereof; and

## THIRD GRANTING CLAUSE

Any and all proceeds and products of the foregoing property described in the above granting clauses;

TO HAVE AND TO HOLD the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors or assigns;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and ratable benefit of all present and future Owners of the Bonds from time to time issued under and secured by this Indenture, and for enforcement of the payment of the Bonds in accordance with their terms, and for the performance of and compliance with the obligations, covenants, and conditions of this Indenture;

PROVIDED, HOWEVER, if and to the extent that Assessments have been prepaid, the lien on the real property associated with such Prepayment shall be released and the rights of the Trustee and Owners under this Indenture to proceed against the City for the purpose of protecting and enforcing the rights of the Owners with respect to such released real property shall terminate;

FURTHER PROVIDED, HOWEVER, if the City or its assigns shall well and truly pay, or cause to be paid, the principal or redemption price of and the interest on all the Bonds at the times and in the manner stated in the Bonds, according to the true intent and meaning thereof, then this Indenture and the rights hereby granted shall cease, terminate and be void; otherwise this Indenture is to be and remain in full force and effect; and

IN ADDITION, the Bonds are special obligations of the City payable solely from the Trust Estate, as and to the extent provided in this Indenture. The Bonds do not give rise to a charge against the general credit or taxing powers of the City and are not payable except as provided in this Indenture. Notwithstanding anything to the contrary herein, the Owners shall never have the right to demand payment thereof out of any funds of the City other than the Trust Estate. The City shall have no legal or moral obligation to pay for the Bonds out of any funds of the City other than the Trust Estate.

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated, and delivered and the Trust Estate hereby created, assigned, and pledged is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes as hereinafter expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners from time to time of the Bonds as follows:

ARTICLE I  
DEFINITIONS, FINDINGS AND INTERPRETATION

Section 1.1. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Indenture, the following terms shall have the meanings specified below:

“*2021 Indenture*” means the Indenture of Trust dated as of May 1, 2021 between the City and UMB Bank, N.A., securing the Series 2021 MIA Bonds.

“*2023 Amended and Restated Service and Assessment Plan*” means the Service and Assessment Plan, as amended and restated by the Annual Service Plan Update, passed and approved by City Council on June 21, 2023, by Ordinance No. \_\_\_\_\_, as same may be further amended, updated, supplemented or otherwise modified from time to time.

“*Account*” means any of the accounts established pursuant to Section 6.1 of this Indenture.

“*Actual Costs*” means, with respect to the Improvement Area #3 Improvements, the actual costs paid or incurred by or on behalf of the Developer: (1) to plan, finance, design, acquire, construct, install, and dedicate such improvements to the City; (2) to prepare plans, specifications (including bid packages), contracts, and as-built drawings; (3) to obtain zoning, licenses, plan approvals, permits, inspections, and other governmental approvals; (4) for third-party professional consulting services including but not limited to, engineering, surveying, geotechnical, land planning, architectural, landscaping, legal, accounting, and appraisals; (5) of labor, materials, equipment, fixtures, payment and performance bonds and other construction security, and insurance premiums; (6) to implement, administer, and manage the above-described activities; and (7) for the creation of the District and the costs of the issuance of the Bonds. Actual Costs shall not include general contractor’s fees in an amount that exceeds a percentage equal to the percentage of work completed or construction management fees in an amount that exceeds an amount equal to the construction management fee amortized in approximately equal monthly installments over the term of the applicable construction management contract. Amounts expended for costs described in subsection (3), (4), and (6) above shall be excluded from the amount upon which the general contractor and construction management fees are calculated.

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

“*Additional Interest Rate*” means the incremental interest rate charged on the Assessments securing the Bonds, in excess of the interest rate charged on the Bonds, in the amount of one-half of one percent (0.50%) as authorized pursuant to the PID Act.

“*Additional Interest Reserve Account*” means the Account established pursuant to Section 6.1 hereof.

“*Additional Interest Reserve Requirement*” means, initially, an amount equal to 5.5% of the par amount of the Outstanding Bonds which will be funded from the payment of the Additional Interest deposited to the Pledged Revenue Fund.

“*Additional Obligations*” means any bonds or obligations, including specifically, any installment contracts, reimbursement agreements, temporary note or time warrant secured in whole or in part by an assessment, other than the Assessments securing the Bonds, levied against property within Improvement Area #3 of the District in accordance with the PID Act.

“*Administrative Fund*” means that Fund established by Section 6.1 and administered pursuant to Section 6.10 hereof.

“*Administrator*” means P3Works, LLC, unless and until a different Administrator is designated by the City and if no Administrator is designated, the City.

“*Annual Collection Costs*” means, with respect to Improvement Area #3, the actual or budgeted costs and expenses related to the creation and operation of the District, the issuance and sale of the Bonds, and the construction, operation and maintenance of the Improvement Area #3 Improvements, including, but not limited to, costs and expenses for: (1) the Administrator and City staff; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (4) preparing and maintaining records with respect to the Assessment Rolls and Annual Service Plan Updates; (5) issuing, paying, and redeeming the Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with the Service and Assessment Plan and the PID Act with respect to the administration of a reimbursement agreement and the issuance and sale of the Bonds, including continuing disclosure requirements; and (8) the paying agent/registrar and Trustee in connection with the Bonds, including their respective legal counsel. Amounts collected for Annual Collection Costs but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

“*Annual Debt Service*” means, for each Bond Year, the sum of (i) the interest due on the Outstanding Bonds in such Bond Year, assuming that the Outstanding Bonds are retired as scheduled (including by reason of Sinking Fund Installments), and (ii) the principal amount of the Outstanding Bonds due in such Bond Year (including any Sinking Fund Installments due in such Bond Year).

“*Annual Installment*” means, with respect to the Assessments, the annual installment payments of an Assessment calculated by the Administrator and approved by the City Council, including: (i) principal; (ii) interest; (iii) Annual Collection Costs; and (iv) the Additional Interest.

“*Annual Service Plan Update*” means the annual review and update of the Service and Assessment Plan required by the PID Act, and the 2023 Amended and Restated Service and Assessment Plan.

“*Applicable Laws*” means the PID Act, and all other laws or statutes, rules, or regulations, and any amendments thereto, of the State of Texas or of the United States, by which the City and its powers, securities, operations, and procedures are, or may be, governed or from which its powers may be derived.

“*Assessed Property*” means each respective Parcel of land located within Improvement Area #3, other than Non-Benefited Property, against which an Assessment is levied by the

Assessment Ordinance in accordance with the 2023 Amended and Restated Service and Assessment Plan.

“*Assessment(s)*” means the aggregate assessments shown on the Improvement Area #3 Assessment Roll, which is Exhibit J to the 2023 Amended and Restated Service and Assessment Plan. The singular of such term means the assessment levied against an Assessed Property, as shown on the Assessment Roll, subject to reallocation upon the subdivision of an Assessed Property or reduction according to the provisions of the 2023 Amended and Restated Service and Assessment Plan and the PID Act.

“*Assessment Ordinance*” means Ordinance No. \_\_\_ adopted by the City Council on June 21, 2023, that levied the Assessments on the Assessed Properties.

“*Assessment Revenue*” means monies collected by or on behalf of the City from any one or more of the following: (i) an Assessment levied against an Assessed Property, or Annual Installment payment thereof, including any interest on such Assessment or Annual Installment thereof during any period of delinquency, (ii) a Prepayment, (iii) Delinquent Collection Costs, and (iv) Foreclosure Proceeds.

“*Assessment Roll*” or “*Assessment Rolls*” means the Assessment Roll attached as Exhibit J to the 2023 Amended and Restated Service and Assessment Plan, or any other Assessment Roll in an amendment or supplement to the 2023 Amended and Restated Service and Assessment Plan or in an Annual Service Plan Update, showing the total amount of the Assessments against each Assessed Property related to the Bonds and the Improvement Area #3 Improvements, as updated, modified, or amended from time to time in accordance with the terms of the 2023 Amended and Restated Service and Assessment Plan and the PID Act.

“*Authorized Denomination*” means \$100,000 and any integral multiple of \$5,000 in excess thereof, or such smaller amount authorized by Section 4.5(c); *provided, however*, that upon receipt by the Paying Agent/Registrar of written evidence that the Bonds have received an Investment Grade Rating, Authorized Denomination shall mean \$5,000 or any integral multiple thereof, notwithstanding any subsequent downgrade, suspension or withdrawal of such rating. With respect to PID Bonds issued other than the Bonds, such term shall have the meaning ascribed thereto in the Supplemental Indenture authorizing the issuance of such PID Bonds.

“*Authorized Improvements*” means those public improvements, including the Improvement Area #3 Improvements, authorized by Section 372.003 of the PID Act, including those listed in Section III and Exhibit C and depicted in Exhibit P of the Service and Assessment Plan.

“*Bond Counsel*” means Bickerstaff Heath Delgado Acosta LLP or any other attorney or firm of attorneys designated by the City that are nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

“*Bond Date*” means the date designated as the initial date of the Bonds by Section 3.2(a) of this Indenture.

“*Bond Fund*” means the Fund established pursuant to Section 6.1 and administered as provided in Section 6.5 hereof.

“*Bond Ordinance*” means Ordinance No. \_\_\_ adopted by the City Council on June 21, 2023, authorizing the issuance of the Bonds pursuant to this Indenture.

“*Bond Year*” means the one-year period beginning on September 15 in each year and ending on September 14 in the following year.

“*Bonds*” or “*Bond*” means the City’s bonds authorized to be issued by Section 3.1 of this Indenture entitled “City of Manor, Texas Special Assessment Revenue Bonds, Series 2023 (Manor Heights Public Improvement District Improvement Area #3 Project).”

“*Business Day*” means any day other than a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close.

“*Certification for Payment*” means a certification for payment substantially in the forms of Exhibit D attached to the Financing Agreement executed by the Developer and submitted to the City and approved by the City Representative, specifying the amount of work performed and the Actual Costs thereof, and requesting payment for such Actual Costs from money on deposit in accounts of the Project Fund as further described in the Financing Agreement and Section 6.6 herein.

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

“*City Certificate*” means a certificate signed by the City Representative and delivered to the Trustee certifying that the Trustee is authorized to take the action specified in the City Certificate, and a form of City Certificate is included as *Exhibit B* to this Indenture.

“*City Council*” shall have the meaning ascribed to such term in the recitals hereof.

“*City Engineer*” means the civil engineer or firm of civil engineers selected by the City to perform the duties set forth herein and in the Financing Agreement.

“*City Representative*” means any official or agent of the City authorized by the City Council to undertake the action referenced herein.

“*City Secretary*” means the City Secretary of the City.

“*Closing Date*” means the date of the initial delivery of and payment for the Bonds.

“*Code*” means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

“*Continuing Disclosure Agreements*” or “*Continuing Disclosure Agreement*” means both, or either of, the Continuing Disclosure Agreements by and between the City, the Administrator and the Dissemination Agent with respect to the Bonds, and by and between the Developer, the Administrator and the Dissemination Agent, with respect to the Bonds.

“*Costs of Issuance Account*” means the Account established pursuant to Section 6.1 hereof.

“*County*” means Travis County, Texas.

“*Defeasance Securities*” means Investment Securities then authorized by applicable law for the investment of funds to defease public securities.

“*Delinquent Collection Costs*” means for an Assessed Property, interest, penalties, and other costs and expenses authorized by the PID Act that directly or indirectly relate to the collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under the 2023 Amended and Restated Service and Assessment Plan, including costs and expenses to foreclose liens.

“*Designated Payment/Transfer Office*” means (i) with respect to the initial Paying Agent/Registrar named in this Indenture, the transfer/payment office located in Austin, Texas, or such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

“*Developer*” means Forestar (USA) Real Estate Group, Inc., a Delaware corporation.

“*Development Agreement*” means the agreement titled the “Development Agreement,” and which was entered into by and between the City and Sky Village Kimbro Estates, LLC, a Texas limited liability company, and RHOF, LLC, a Texas limited liability company on November 7, 2018, as assigned to the Developer on October 31, 2019, as amended on November 6, 2019, October 21, 2020, and June 15, 2022.

“*Dissemination Agent*” means UMB Bank, N.A. and its successors.

“*District*” shall have the meaning set forth in the first recital.

“*DTC*” means The Depository Trust Company of New York, New York, or any successor securities depository.

“*DTC Participant*” means brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions.

“*Event of Default*” shall have the meaning, with respect to this Indenture, set forth in Section 11.1 hereof.

“*Excess Additional Interest Reserve Amount*” shall have the meaning set forth in Section 6.8(e) hereof.

“*Financing Agreement*” means the “*Manor Heights Public Improvement District Financing and Reimbursement Agreement*” between the City and the Developer, and consented to by RHOF, LLC and by Continental Homes of Texas, L.P., effective as of April 21, 2021, which provides, in part, for the deposit of proceeds from the issuance and sale of PID Bonds and the payment of Actual Costs of Authorized Improvements within the District, the issuance of bonds, the reimbursement of Actual Costs to the Developer from the proceeds of the PID Bonds for funds



advanced by the Developer and used to pay Actual Costs of Authorized Improvements and other matters related thereto.

“*Foreclosure Proceeds*” means the proceeds, including interest and penalty interest, received by the City from the enforcement of the Assessments against any Assessed Property or Assessed Properties, whether by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Costs.

“*Fund*” means any of the funds established pursuant to Section 6.1 of this Indenture.

“*Future Bonds Test*” means the requirements established under Article XIII of the 2021 Indenture which must be satisfied prior to issuance of any Future Improvement Area Bonds.

“*IA#3 Improvements Account*” means the Account of such name established pursuant to Section 6.1 hereof.

“*Improvement Area #3*” means the area to be developed within the District, that is described by metes and bounds in Exhibit A-4 of the 2023 Amended and Restated Service and Assessment Plan and generally depicted on the map in Exhibit B-4 to the 2023 Amended and Restated Service and Assessment Plan.

“*Improvement Area #3 Improvements*” means those Authorized Improvements constructed that benefit Improvement Area #3, which are more particularly described in Section III.D of the 2023 Amended and Restated Service and Assessment Plan.

“*Improvement Area #3 Reimbursement Agreement*” means the Manor Heights Public Improvement District Reimbursement Agreement (Improvement Area #3), effective as of May 17, 2023, by and between the City and the Developer that provides for reimbursement of a portion of the Actual Costs of the Improvement Area #3 Improvements, plus interest, to the Developer.

“*Indenture*” means this Indenture of Trust as originally executed or as it may be from time to time supplemented or amended by one or more indentures supplemental hereto and entered into pursuant to the applicable provisions hereof.

“*Independent Financial Consultant*” means any consultant or firm of such consultants appointed by the City who, or each of whom: (i) is judged by the City, as the case may be, to have experience in matters relating to the issuance and/or administration of the Bonds; (ii) is in fact independent and not under the domination of the City; (iii) does not have any substantial interest, direct or indirect, with or in the City, or any owner of real property in the District, or any real property in the District; and (iv) is not connected with the City as an officer or employee of the City or related by consanguinity or affinity to any such officer or employee, but who may be regularly retained to make reports to the City.

“*Initial Bond*” means the initial Bond as set forth in *Exhibit A* to this Indenture.

“*Interest Payment Date*” means the date or dates upon which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being on March 15 and September 15 of each year, commencing March 15, 2024.

“*Investment Grade Rating*” means a rating on the Bonds, assigned by a Rating Agency in one of such Rating Agency's four highest categories for long-term debt instruments (without regard for gradation within a rating category and without regard for credit enhancement unless such credit enhancement extends through the final maturity date of the Bonds) or otherwise designated as investment grade by a Rating Agency.

“*Investment Securities*” means those authorized investments described in the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended; and that at the time made are included in and authorized by the City’s official investment policy as approved by the City Council from time to time.

“*Landowner*” or “*Landowners*” means, collectively, the Developer, RHOF, LLC, a Texas limited liability company, and Continental Homes of Texas, L.P., a Texas limited partnership, and any successor and assigns, or if Landowner’s interest in property located in the District is transferred, in whole or in part, in any manner, the subsequent landowner(s) or the successors(s) or assign(s) of such subsequent landowner.

“*Maximum Annual Debt Service*” means the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds.

“*Non-Benefited Property*” means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements. Property is identified as Non-Benefitted Property at the time the Assessments (1) are imposed or (2) are reallocated pursuant to a subdivision of a Parcel that is not assessed.

“*Outstanding*” means, as of any particular date when used with reference to Bonds, all Bonds authenticated and delivered under this Indenture except (i) any Bond that has been canceled by the Trustee (or has been delivered to the Trustee for cancellation) at or before such date, (ii) any Bond for which the payment of the principal or Redemption Price of and interest on such Bond shall have been made as provided in Article IV, and (iii) any Bond in lieu of or in substitution for which a new Bond shall have been authenticated and delivered pursuant to Section 3.11 herein.

“*Owner*” or “*Holder*” means the Person who is the registered owner of a Bond or Bonds, as shown in the Register, which shall be Cede & Co., as nominee for DTC, so long as the Bonds are in book-entry only form and held by DTC as securities depository in accordance with Section 3.13 herein.

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

“*Paying Agent/Registrar*” means initially the Trustee, or any successor thereto as provided in this Indenture.

“*Person*” or “*Persons*” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

“*Petition*” is defined in the recitals.

“*PID Act*” means Texas Local Government Code, Chapter 372, Improvement Districts in Municipalities and Counties, Subchapter A, Public Improvement Districts, as amended.

“*PID Bonds*” means bonds issued by the City to finance the Actual Costs of the Authorized Improvements, including the Bonds, and secured by assessments levied on assessed properties within the District.

“*Pledged Funds*” means the Pledged Revenue Fund, the Bond Fund, the Project Fund (but only with respect to such accounts of the Project Fund created pursuant to the terms of this Indenture), the Reserve Fund, and the Redemption Fund.

“*Pledged Revenue Fund*” means that fund established pursuant to Section 6.1 hereof and administered pursuant to Section 6.4 herein.

“*Pledged Revenues*” means the sum of (i) Assessment Revenue (other than Delinquent Collection Costs); (ii) the moneys held in any of the Pledged Funds; and (iii) any additional revenues that the City may pledge to the payment of Bonds.

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

“*Principal and Interest Account*” means the Account of such name established pursuant to Section 6.1 hereof.

“*Project Collection Fund*” means that fund established by Section 6.1.

“*Project Fund*” means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.6 herein.

“*Purchaser*” means the initial underwriter of the Bonds.

“*Quarter in Interest*” means as of any particular date of calculation, the Owners of no less than twenty-five percent (25%) of the principal amount of the then Outstanding Bonds. In the event that two or more groups of Owners satisfy the percentage requirement set forth in the immediately preceding sentence and act (or direct the Trustee in writing to act) in a conflicting manner, only the group of Owners with the greatest percentage of Outstanding Bonds (as measured in accordance with the immediately preceding sentence) shall, to the extent of such conflict, be deemed to satisfy such requirement.

“*Rating Agency*” means each of Moody's Investors Service, Inc., S&P Global Ratings, Fitch Ratings Inc., Kroll Bond Rating Agency, Inc., and any other nationally recognized statistical rating organization recognized as such by the SEC.

“*Rebate Amount*” has the meaning ascribed to such term in section 1.148-1(b) of the Regulations.

“*Rebate Fund*” means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.9 herein.

“*Record Date*” means the close of business on the last calendar day of the month next preceding an Interest Payment Date.

“*Redemption Fund*” means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.7 herein.

“*Redemption Price*” means 100% of the principal amount of such Bonds, or portions thereof, to be redeemed plus accrued interest to the date of redemption.

“*Refunding Bonds*” means bonds secured by a parity lien, with the Outstanding Bonds, on the Trust Estate issued pursuant to Section 3.6 hereof, as more specifically described in a Supplemental Indenture, authorizing the refunding of all or any portion of the Outstanding Bonds.

“*Register*” means the register specified in Article III of this Indenture.

“*Regulations*” shall have the meaning set forth in Section 7.5(a) hereof.

“*Reserve Account*” means the Account of such name established pursuant to Section 6.1 hereof.

“*Reserve Account Requirement*” means the least of: (i) Maximum Annual Debt Service on the Bonds as of the Closing Date therefor, (ii) 125% of the average Annual Debt Service on the Bonds as of the Closing Date therefor, or (iii) 10% of the lesser of the par amount of the Outstanding Bonds or the original issue price of the Bonds. As of the Closing Date for the Bonds, the Reserve Account Requirement is \$\_\_\_\_\_.00, which is an amount equal to [Maximum Annual Debt Service] on the Bonds as of the Closing Date therefor.

“*Reserve Fund*” means that fund established pursuant to Section 6.1 and administered in Section 6.8 herein.

“*SEC*” means the United States Securities and Exchange Commission.

“*Series*” means any designated series of Refunding Bonds issued under this Indenture.

“*Series 2021 IA#1-2 Bonds*” means the City of Manor, Texas Special Assessment Revenue Bonds, Series 2021 (Manor Heights Public Improvement District Improvement Area #1-2 Project).

“*Series 2021 MIA Bonds*” means the City of Manor, Texas Special Assessment Revenue Bonds, Series 2021 (Manor Heights Public Improvement District Major Improvement Area Project).

“*Service and Assessment Plan*” means the original Service and Assessment Plan approved by the City Council on May 5, 2021, as the same is amended and updated from time to time.

“*Sinking Fund Installment*” means the amount of money to redeem or pay at maturity the principal of Bonds payable from such installments at the times and in the amounts provided in Section 4.2 herein.

“*Stated Maturity*” means the date the Bonds are scheduled to mature without regard to any redemption or prepayment.

“*Supplemental Indenture*” means an indenture which has been duly executed by the Trustee and the City Representative pursuant to an ordinance adopted by the City Council and which indenture amends or supplements this Indenture, but only if and to the extent that such indenture is specifically authorized hereunder.

“*Tax Certificate*” means the Arbitrage and Tax Certificate delivered by the City on the Closing Date for the Bonds setting forth the facts, estimates and circumstances in existence on the Closing Date for the Bonds which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the interest on such Bonds to be included in the gross income of the Owners thereof for Federal income tax purposes.

“*Trust Estate*” means the Trust Estate described in the granting clauses of this Indenture.

“*Trustee*” means UMB Bank, N.A., Austin, Texas, a national banking association duly organized and validly existing under the laws of the United States of America, solely in its capacity as Trustee hereunder and its successors, and any other corporation or association that may at any time be substituted in its place, as provided in Article IX, such entity to serve as Trustee and Paying Agent/Registrar for the Bonds.

#### Section 1.2. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Indenture are hereby adopted, restated and made a part of the operative provisions hereof.

#### Section 1.3. Table of Contents, Titles and Headings.

The table of contents, titles, and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Indenture or any provision hereof or in ascertaining intent, if any question of intent should arise.

#### Section 1.4. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Words importing persons include any legal person, including any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization and government or agency or political subdivision thereof.

(c) Any reference to a particular Article or Section shall be to such Article or Section of this Indenture unless the context shall require otherwise.

(d) This Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Indenture.

## ARTICLE II THE BONDS

### Section 2.1. Security for the Bonds.

The Bonds, as to both principal and interest, are and shall be equally and ratably secured by and payable from a first lien on and pledge of the Trust Estate.

The lien on and pledge of the Trust Estate shall be valid and binding and fully perfected from and after the Closing Date for the Bonds or each series of Refunding Bonds issued under this Indenture, without physical delivery or transfer of control of the Trust Estate, the filing of this Indenture or any other act; all as provided in Texas Government Code, Chapter 1208, as amended, which applies to the issuance of the Bonds and the pledge of the Trust Estate granted by the City under this Indenture, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are Outstanding such that the pledge of the Trust Estate granted by the City under this Indenture is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

### Section 2.2. Limited Obligations.

The Bonds are special and limited obligations of the City, payable solely from and secured solely by the Trust Estate, including the Pledged Revenues and the Pledged Funds; and the Bonds shall never be payable out of funds raised or to be raised by taxation or from any other revenues, properties or income of the City.

### Section 2.3. Authorization for Indenture.

The terms and provisions of this Indenture and the execution and delivery hereof by the City to the Trustee have been duly authorized by official action of the City Council of the City. The City has ascertained and it is hereby determined and declared that the execution and delivery of this Indenture is necessary to carry out and effectuate the purposes set forth in the preambles of this Indenture and that each and every covenant or agreement herein contained and made is necessary, useful or convenient in order to better secure the Bonds and is a contract or agreement necessary, useful and convenient to carry out and effectuate the purposes herein described.

Section 2.4. Contract with Owners and Trustee.

(a) The purposes of this Indenture are to establish a lien and the security for, and to prescribe the minimum standards for the authorization, issuance, execution and delivery of, the Bonds and to prescribe the rights of the Owners, and the rights and duties of the City and the Trustee.

(b) In consideration of the purchase and acceptance of any or all of the Bonds by those who shall purchase and hold the same from time to time, the provisions of this Indenture shall be a part of the contract of the City with the Owners, and shall be deemed to be and shall constitute a contract among the City, the Owners, and the Trustee.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.1. Authorization.

The Bonds are hereby authorized to be issued and delivered in accordance with the Constitution and general laws of the State of Texas, including particularly the PID Act, as amended. The Bonds shall be issued in the aggregate principal amount of \$\_\_\_\_,000 for the purposes of (i) paying a portion of the Actual Costs of the Improvement Area #3 Improvements, (ii) funding a reserve account for payment of principal and interest on the Bonds, (iii) paying a portion of the Actual Costs incidental to the organization and administration of the District, and (iv) paying costs of issuance of the Bonds.

Section 3.2. Date, Denomination, Maturities, Numbers and Interest.

(a) The Bonds shall be dated \_\_\_\_\_, 2023 (the “Bond Date”) and shall be issued in Authorized Denominations. Upon the receipt of an Investment Grade Rating on the Bonds, the City shall promptly notify the Dissemination Agent in writing of such rating change and shall provide written direction to the Dissemination Agent to file a notice of such occurrence with the Municipal Securities Rulemaking Board and to forward such notice to the Paying Agent/Registrar and to the Trustee. The Dissemination Agent shall file such notice and forward the same to the Paying Agent/Registrar and to the Trustee immediately following the day on which it receives written notice of such occurrence from the City. Any such notice is required to be filed within ten (10) Business Days of the occurrence of the receipt of the Investment Grade Rating. Upon receipt by the Paying Agent/Registrar of written evidence that the Bonds have received an Investment Grade Rating, beneficial ownership in the Bonds may be acquired in principal denominations of \$5,000 or any integral multiple thereof, notwithstanding any subsequent downgrade, suspension or withdrawal of such rating. The Bonds shall be in fully registered form, without coupons, and shall be numbered separately from R-1 upward, except the Initial Bond, which shall be numbered I-1.

(b) Interest shall accrue and be paid on each Bond from the date of initial delivery of the Bonds or the most recent Interest Payment Date to which interest has been paid or provided for, at the rate per annum set forth below until the principal thereof has been paid on the maturity date specified below or otherwise provided for. Such interest shall be payable

semiannually on March 15 and September 15 of each year, commencing March 15, 2024 computed on the basis of a 360-day year of twelve 30-day months.

(c) The Bonds shall mature on September 15 in the years and in the principal amounts and shall bear interest as set forth below:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
20__	\$ _____	_____%
20__	_____	_____%
20__	_____	_____%
20__	_____	_____%

(d) The Bonds shall be subject to mandatory sinking fund redemption, optional redemption, and extraordinary optional redemption prior to maturity as provided in Article IV herein, and shall otherwise have the terms, tenor, denominations, details, and specifications as set forth in the form of Bond set forth in *Exhibit A* to this Indenture.

Section 3.3. Conditions Precedent to Delivery of Bonds.

(a) The Bonds shall be executed by the City and delivered to the Trustee, whereupon the Trustee shall authenticate the Bonds and, upon payment of the purchase price of the Bonds, shall deliver the Bonds upon the order of the City, but only upon delivery to the Trustee of:

- (1) a certified copy of the Assessment Ordinance;
- (2) a certified copy of the Bond Ordinance;
- (3) a copy of the executed Financing Agreement;
- (4) a copy of the executed Improvement Area #3 Reimbursement Agreement;
- (5) a copy of this Indenture executed by the Trustee and the City;
- (6) a City Certificate directing the authentication and delivery of the Bonds, describing the Bonds to be authenticated and delivered, designating the purchasers to whom the Bonds are to be delivered, stating the purchase price of the Bonds and stating that all items required by this Section are therewith delivered to the Trustee in form and substance satisfactory to the City;
- (7) a copy of the executed Continuing Disclosure Agreements for each of the City and the Developer;
- (8) a copy of the executed opinion of Bond Counsel; and
- (9) the approving opinion of the Attorney General of the State and the State Comptroller’s registration certificate.



(b) Each Series of Refunding Bonds shall be executed by the City and delivered to the Trustee, whereupon the Trustee shall authenticate such Refunding Bonds and, upon payment of the purchase price of such Series of Refunding Bonds, shall deliver such Series of Refunding Bonds upon the order of the City, but only upon delivery to the Trustee of:

- (1) the items described in Section 3.3(a)(1), (3), (4), and (5) above;
- (2) a certified copy of the ordinance of the City Council authorizing the issuance of such Series of Refunding Bonds and all actions necessary therefor;
- (3) an original executed counterpart of the Supplemental Indenture for such Series of Refunding Bonds that establishes, among other things, the date, rate or rates of interest on, interest payment dates, maturity dates, redemption and all other terms and provisions of such Refunding Bonds, which such terms shall include a deposit into the Reserve Account of an amount equal to the Reserve Account Requirement taking into account the then Outstanding Bonds and the Bonds then proposed to be issued;
- (4) a copy of the opinion of Bond Counsel required by Section 10.1 hereof;
- (5) a City Certificate, including the requisite information as set forth in Section 3.3(a)(6) above, to the effect that the issuance of such Series of Refunding Bonds complies with the requirements contained herein and in each Supplemental Indenture;
- (6) the City Representative shall certify to the Trustee in writing that the City is not in default in the performance and observance of any of the terms, provisions and conditions applicable to the City contained herein or in any Supplemental Indenture;
- (7) City Certificate confirming that the principal (including sinking fund installments) of such Refunding Bonds is scheduled to mature on September 15 of the years in which principal is scheduled to mature; and
- (8) City Certificate confirming that the interest on such Refunding Bonds is scheduled to be paid on March 15 and September 15 of the years in which interest is scheduled to be paid.

Section 3.4. Medium, Method and Place of Payment.

(a) Principal of and interest on the Bonds shall be paid in lawful money of the United States of America, as provided in this Section.

(b) Interest on the Bonds shall be payable to the Owners thereof as shown in the Register at the close of business on the relevant Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, that continues for thirty (30) days or more thereafter, a new record date for such interest payment (a "*Special Record Date*") will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "*Special Payment Date*," which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) Business Days prior to the

Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

(c) Interest on the Bonds shall be paid by check, dated as of the Interest Payment Date, and sent, first class United States mail, postage prepaid, by the Paying Agent/Registrar to each Owner at the address of each as such appears in the Register or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, the Owner shall bear all risk and expense of such other banking arrangement.

(d) The principal of each Bond shall be paid to the Owner of such Bond on the due date thereof, whether at the maturity date or the date of prior redemption thereof, upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar. If any Bond is not presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his part under this Indenture, or with respect to, said Bond. If any Bond shall not be presented for payment within one year following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall return to the City such funds theretofore held by it for payment of such Bonds. Thereafter, the registered Owner of that Bond shall look only to the City for payment and then only to amounts so received by the City. The obligations of the Trustee under this Section shall be subject, however, to any law applicable to the unclaimed funds or the Trustee providing other requirements for the disposition of unclaimed property.

(e) In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption of any Bonds or the date any action is to be taken pursuant to this Indenture is not a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

(f) Unclaimed payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds to which such unclaimed payments pertain. Subject to any escheat, abandoned property, or similar law of the State of Texas, any such payments remaining unclaimed by the Owners entitled thereto for two (2) years after the applicable payment or redemption date shall be applied to the next payment or payments on such Bonds thereafter coming due and, to the extent any such money remains after the retirement of all Outstanding Bonds, shall be paid to the City to be used for any lawful purpose. Thereafter, none of the City, the Paying Agent/Registrar, or any other Person shall be liable or responsible to any holders of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to any applicable escheat law or similar law of the State of Texas, including the provisions of Title 6 of the Texas Property Code, as amended.

### Section 3.5. Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the City by the Mayor or Mayor Pro Tem of the City and the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Indenture unless and until there appears thereon the Certificate of Trustee substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Trustee. It shall not be required that the same officer or authorized signatory of the Trustee sign the Certificate of Trustee on all of the Bonds. In lieu of the executed Certificate of Trustee described above, each Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which certificate shall be evidence that each Initial Bond has been duly approved by the Attorney General of the State of Texas, is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas, including the provisions of Title 6 of the Texas Property Code, as amended.

(d) On each Closing Date, one Initial Bond representing the entire principal amount of all of the Bonds of such Series, payable in stated installments to the Purchaser, or its designee, executed with the manual or facsimile signatures of the Mayor or Mayor Pro Tem of the City and the City Secretary, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Purchaser or its designee. Upon payment for such Initial Bond, the Trustee shall cancel the Initial Bond and, upon City Certificate, deliver to DTC on behalf of the Purchaser, in the aggregate principal amount of all Bonds for such maturity, one registered definitive Bond for each year of maturity of the applicable Series, in the aggregate principal amount of all Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC.

### Section 3.6. Refunding Bonds.

(a) Except in accordance with the provisions of this Indenture, including Section 13.2, the City shall not issue additional bonds, notes or other obligations payable from any portion of the Trust Estate, other than Refunding Bonds. The City reserves the right to issue Refunding Bonds, the proceeds of which would be utilized to refund all or any portion of the Outstanding Bonds and to pay all costs incident to the Refunding Bonds, as authorized by the laws of the State of Texas. Except as limited by the terms of this Indenture, including Section

13.2, the City reserves the right to incur debt payable solely from sources other than the Trust Estate, including revenue derived from contracts with other entities, including private corporations, municipalities and political subdivisions issued particularly for the purchase, construction, improvement, extension, replacement, enlargement or repair of the facilities needed in performing any such contract.

(b) The principal of all Refunding Bonds must be scheduled to be paid, be subject to mandatory sinking fund redemption or mature on September 15 of the years in which such principal is scheduled to be paid. All Refunding Bonds must bear interest at a fixed rate and any interest payment dates for Refunding Bonds must be March 15 and September 15. The date, rate or rates of interest on, interest payment dates, maturity dates, redemption and all other terms and provisions of Refunding Bonds shall be set forth in a Supplemental Indenture.

(c) Upon their authorization by the City, the Series of Refunding Bonds issued under this Section 3.6 shall be issued and shall be delivered to the purchasers or owners thereof, but before, or concurrently with, the delivery of said Refunding Bonds to such purchasers or owners there shall have been filed with the Trustee the items required by Section 3.3(b) above.

#### Section 3.7. Ownership.

(a) The City, the Trustee, the Paying Agent/Registrar and any other Person may treat the Person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment as provided herein (except interest shall be paid to the Person in whose name such Bond is registered on the relevant Record Date) and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Trustee, nor the Paying Agent/Registrar, shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of any Bond shall be valid and effectual and shall discharge the liability of the City, the Trustee and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

#### Section 3.8. Registration, Transfer and Exchange.

(a) So long as any Bond remains Outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a Register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Indenture. The Paying Agent/Registrar represents and warrants that it will maintain a copy of the Register, and, upon written request from the City, file with the City, and shall cause the Register to be current with all registration and transfer information as from time to time may be applicable.

(b) A Bond shall be transferable only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond or Bonds of

the same maturity and interest rate and in any Authorized Denomination and in an aggregate principal amount equal to the unpaid principal amount of the Bond presented for exchange. The Trustee is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) The Trustee is hereby authorized to authenticate and deliver Bonds transferred or exchanged in accordance with this Section. A new Bond or Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bond being transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first class, postage prepaid, to the Owner or his designee. Each transferred Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such transferred Bond is delivered.

(e) Each exchange Bond delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(f) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different Authorized Denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Bond.

(g) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond or portion thereof called for redemption prior to maturity within 45 days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

(h) Following the delivery and registration of the Initial Bond of a given Series and pending the preparation of definitive Bonds for such Series, the proper officers of the City may execute and, upon the City's request, the Trustee shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

### Section 3.9. Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Indenture, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Indenture, shall be cancelled, and proper records shall be made regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall dispose of cancelled Bonds in accordance with the records retention requirements of the Trustee.

Section 3.10. Temporary Bonds

(a) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Indenture.

(b) The City, without unreasonable delay, shall prepare, execute and deliver to the Trustee the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bond or Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and the Trustee shall authenticate and deliver in exchange therefor a Bond or Bonds of the same maturity and series, in definitive form, in the Authorized Denomination, and in the same aggregate principal amount, as the Bond or Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.11. Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Trustee shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the City shall issue and the Trustee, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the Trustee to save them and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Trustee and the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Trustee.

(c) After the delivery of such replacement Bond, if a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the Person to whom it was delivered or any Person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity

provided therefor to the extent of any loss, damage, cost, or expense incurred by the City, the Paying Agent/Registrar or the Trustee in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

### Section 3.12. Book-Entry Only System.

The Bonds shall initially be issued in book-entry-only form and shall be deposited with DTC, which is hereby appointed to act as the securities depository therefor, in accordance with the letter of representations from the City to DTC. On the Closing Date for the Bonds, the definitive Bonds shall be issued in the form of a single typewritten certificate for each maturity thereof registered in the name of Cede & Co., as nominee for DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any Person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other Person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other Person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Indenture to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the Person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners as shown in the Register, as provided in this Indenture, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No Person other than an Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Indenture. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the registered owner at the close of business on the

relevant Record Date, the word “Cede & Co.” in this Indenture shall refer to such new nominee of DTC.

Section 3.13. Successor Securities Depository: Transfer Outside Book-Entry-Only System.

In the event that the City determines that DTC is incapable of discharging its responsibilities described herein and in the letter of representations from the City to DTC, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Indenture.

Section 3.14. Payments to Cede & Co.

Notwithstanding any other provision of this Indenture to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds shall be made and given, respectively, in the manner provided in the blanket letter of representations from the City to DTC.

Section 3.15. Use of Book-Entry-Only System Not Required.

Notwithstanding any provision of this Indenture to the contrary, any Supplemental Indenture may provide that a Series of Refunding Bonds will not be issued in book-entry-only form and that Sections 3.12 – 3.14 of this Indenture will not apply to such Series.

#### ARTICLE IV REDEMPTION OF BONDS BEFORE MATURITY

Section 4.1. Limitation on Redemption.

The Bonds shall be subject to redemption before their scheduled maturity only as provided in this Article IV. Each Series other than the Bonds shall be subject to redemption as provided in the Supplemental Indenture authorizing the issuance of such Series.

Section 4.2. Mandatory Sinking Fund Redemption.

(a) The Bonds are subject to mandatory sinking fund redemption prior to their Stated Maturity and will be redeemed by the City in part at the Redemption Price from moneys available



for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI, on the dates and in the respective Sinking Fund Installments as set forth in the following schedule:

**Term Bonds Maturing September 15, 20**

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 15, 20__	\$ __,000
September 15, 20__	__,000
September 15, 20__	__,000
September 15, 20__*	__,000

**Term Bonds Maturing September 15, 20**

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 15, 20__	\$ __,000
September 15, 20__	__,000
September 15, 20__	__,000
September 15, 20__	__,000
September 15, 20__*	__,000

**Term Bonds Maturing September 15, 20**

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 15, 20__	\$ __,000
September 15, 20__	__,000
September 15, 20__	__,000
September 15, 20__	__,000
September 15, 20__	__,000
September 15, 20__	__,000
September 15, 20__	__,000
September 15, 20__	__,000
September 15, 20__	__,000
September 15, 20__*	__,000

**Term Bonds Maturing September 15, 20**

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 15, 20__	\$ __,000

\_\_\_\_\_  
\* Stated Maturity

September 15, 20__	___,000
September 15, 20__	___,000
September 15, 20__	___,000
September 15, 20__	___,000
September 15, 20__	___,000
September 15, 20__	___,000
September 15, 20__	___,000
September 15, 20__	___,000
September 15, 20__	___,000
September 15, 20__*	___,000

(b) At least forty-five (45) days prior to each scheduled mandatory redemption date and subject to any prior reduction authorized by this Indenture, the Trustee shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Bonds equal to the aggregate principal amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.6 of this Indenture.

(c) The principal amount of Bonds of a Stated Maturity required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least 45 days prior to the mandatory sinking fund redemption date, shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

(d) The Sinking Fund Installments of Bonds of a Stated Maturity required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced in integral multiples of \$5,000 by any portion of such Bonds, which, at least 45 days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions in Sections 4.3 and 4.4, respectively, hereof, and not previously credited to a mandatory sinking fund redemption, as follows:

(i) if the Bonds to be redeemed are selected in accordance with the 10% or Greater Manner (as defined and described below), the Sinking Fund Installment of Bonds of a Stated Maturity required to be redeemed for each mandatory sinking fund redemption date shall be reduced by the principal amount called for redemption and allocated to such Bond on a pro rata basis among the scheduled Sinking Fund Installments to be mandatorily redeemed on the mandatory sinking fund redemption dates; or

(ii) if the Bonds to be redeemed are selected in accordance with the Less Than 10% Manner (as defined and described below), the Sinking Fund Installment of Bonds of a Stated Maturity required to be redeemed for each mandatory sinking fund redemption date shall be reduced by the principal amount called for redemption and

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\* Stated Maturity

allocated to such Bonds in the inverse order of mandatory sinking fund redemption dates.

Section 4.3. Optional Redemption.

The City reserves the right and option to redeem the Bonds before their scheduled maturity dates, in whole or in part, in amounts equal to Authorized Denominations, on or after September 15, 20\_\_, such redemption date or dates to be fixed by the City, at the Redemption Price.

Section 4.4. Extraordinary Optional Redemption.

(a) The City reserves the right and option to redeem the Bonds before their respective scheduled maturity dates, in whole or in part, on any day of any month, at the Redemption Price from amounts on deposit in the Redemption Fund as a result of Prepayments (including related transfers to the Redemption Fund as provided in this Indenture), or as a result of unexpended amounts transferred from the IA#3 Improvements Account of the Project Fund pursuant to the terms of this Indenture. The City shall notify the Trustee in writing at least forty-five (45) days before the scheduled extraordinary option redemption date fixed by the City, or such other time period as the Trustee and the City shall mutually agree.

Notwithstanding the foregoing, the Trustee will not be required to make an extraordinary optional redemption pursuant to this Section 4.4 unless it has at least \$5,000 available in the Redemption Fund with which to redeem the Bonds.

(b) In lieu of redeeming the Bonds with the funds described in this Section, the City may purchase the Bonds in the open market of the maturity to be redeemed at the price not in excess of that provided in Section 4.7.

Section 4.5. Partial Redemption.

(a) If less than all of the Bonds are called for optional redemption or extraordinary optional redemption pursuant to Sections 4.3 and 4.4, respectively, hereof, the Bonds or portion of a Bond of any one maturity to be redeemed shall be selected in the following manner:

(i) If the principal amount called for redemption is greater than or equal to ten percent (10%) of the original aggregate principal amount of the Bonds, the principal amount called for redemption shall be allocated on a pro rata basis among all Outstanding Bonds and a portion of all Outstanding Bonds shall be redeemed in the principal amount allocated to such Bonds (the “10% or Greater Manner”); and

(ii) If the principal amount called for redemption is less than ten percent (10%) of the original aggregate principal amount of the Bonds, the Outstanding Bonds shall be redeemed in inverse order of maturity (the “Less Than 10% Manner”).

Bonds may be redeemed in minimum principal amounts of \$5,000 or any integral thereof. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by \$5,000.

(b) A portion of an Outstanding Bond of any one maturity may be redeemed, but only in a principal amount equal to \$5,000 or any integral thereof. If a portion of an Outstanding Bond of a maturity is selected for redemption pursuant to subsection 4.5(a) hereof, the Trustee shall select the Outstanding Bonds of such maturity to be redeemed by lot. The Trustee shall treat each \$5,000 portion of such Bond as though it were a single Bond for purposes of selection for redemption. No redemption shall result in a Bond in a denomination of less than an Authorized Denomination; provided, however, if the amount of the Outstanding Bond is less than an Authorized Denomination after giving effect to such partial redemption, a Bond in the principal amount equal to the unredeemed portion, but not less than \$5,000, may be issued.

(c) Upon surrender of any Bond for redemption in part, the Trustee in accordance with Section 3.8 of this Indenture, shall authenticate and deliver and exchange the Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, which shall be an Authorized Denomination. A new Bond representing the unredeemed balance of such Bond shall be issued to the Owner thereof, such exchange being without charge.

#### Section 4.6. Notice of Redemption to Owners.

(a) Upon written notification by the City to the Trustee of the exercise of any redemption, the Trustee shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond or portion thereof to be redeemed, at the address shown in the Register.

(b) The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, and subject to Section 4.5 hereof, an identification of the Bonds or portions thereof to be redeemed, any conditions to such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond shall become due and payable.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

(d) The City has the right to rescind any optional redemption or extraordinary optional redemption described in Section 4.3 or 4.4 by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. Upon written notice of such rescission from the City, the Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

(e) With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the

receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

Section 4.7. Purchase Price for Bonds.

Upon receipt of written notice from the City specifying the Bonds to be purchased, the Trustee shall apply moneys available for redemption to the purchase of Bonds which were otherwise to be redeemed in such order or priority and subject to such restrictions as may be prescribed in this Indenture in the manner provided in this Section. The purchase price paid by the Trustee on behalf of the City (excluding accrued and unpaid interest but including any brokerage and other charges) for any Bond purchased by the City pursuant to this Section shall not exceed the principal amount of such Bond.

Section 4.8. Payment Upon Redemption.

(a) The Trustee shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the Redemption Fund or otherwise received by the Trustee from the City and shall use such funds solely for the purpose of paying the Redemption Price on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the designated corporate trust office of the Trustee (initially, Austin, Texas) on or after the date fixed for redemption, the Trustee shall pay the Redemption Price on such Bond to the date of redemption from the moneys set aside for such purpose.

Section 4.9. Effect of Redemption.

Notice of redemption having been given as provided in Section 4.6 of this Indenture, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption provided that funds for the payment of the Redemption Price of such Bonds or the principal of and interest on such Bonds, as applicable, to the date fixed for redemption are on deposit with the Trustee; thereafter, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

ARTICLE V  
FORM OF THE BONDS

Section 5.1. Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of Trustee, and the Assignment to appear on each of the Bonds, (i) shall be substantially in the form set forth in *Exhibit A* to this Indenture with such appropriate insertions, omissions, substitutions, and other variations as are permitted or

required by this Indenture, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

(d) The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

(e) The form of each Series other than the Bonds shall be set forth in the applicable Supplemental Indenture authorizing the issuance of such Series.

#### Section 5.2. CUSIP Registration.

The City may secure identification numbers through CUSIP Global Services, managed by FactSet Research Systems, Inc. on behalf of the American Bankers Association, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof; and, none of the City, the Trustee, or the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds. The Trustee may include in any redemption notice a statement to the effect that the CUSIP numbers on the Bonds have been assigned by an independent service and are included in such notice solely for the convenience of the Owners of the Bonds and that neither the City nor the Trustee shall be liable for any inaccuracies of such numbers.

#### Section 5.3. Legal Opinion.

The approving legal opinion of Bond Counsel may be printed on or attached to each Bond over the certification of the City Secretary of the City, which may be executed in facsimile.

#### Section 5.4. Statement of Insurance.

A statement relating to municipal bond insurance policy, if any, to be issued for the Bonds may be printed on or attached to each Bond.

ARTICLE VI  
FUNDS AND ACCOUNTS

Section 6.1. Establishment of Funds and Accounts.

(a) Creation of Funds. The following Funds are hereby created and established under this Indenture:

- (i) Project Collection Fund;
- (ii) Pledged Revenue Fund;
- (iii) Bond Fund;
- (iv) Project Fund;
- (v) Redemption Fund;
- (vi) Reserve Fund;
- (vii) Rebate Fund; and
- (viii) Administrative Fund.

(b) Creation of Accounts.

(i) The following Account(s) are hereby created and established under the Project Fund:

- (A) IA#3 Improvements Account; and
- (B) Costs of Issuance Account.

(ii) The following Account(s) are hereby created and established under the Reserve Fund:

- (A) Reserve Account; and
- (B) Additional Interest Reserve Account.

(c) Each Fund (and each Account and each subaccount, if any) created within such Fund shall be maintained by the Trustee separate and apart from all other funds and accounts of the City. The Pledged Funds shall constitute trust funds which shall be held in trust by the Trustee as part of the Trust Estate solely for the benefit of the Owners of the Bonds.

(d) Except as otherwise provided herein, interest earnings and profit on each respective Fund and Account established by this Indenture, including the Project Collection Fund, shall be applied or withdrawn for the purposes of such Fund or Account as specified below.

Section 6.2. Initial Deposits to Funds and Accounts.

(a) The proceeds from the sale of the Bonds shall be paid to the Trustee and deposited or transferred by the Trustee as follows:

- (i) to the Reserve Account of the Reserve Fund: \$ \_\_\_\_\_.00, which is equal to the initial Reserve Account Requirement;
- (ii) to the Administrative Fund: \$30,000.00;
- (iii) to the Costs of Issuance Account of the Project Fund: \$ \_\_\_\_\_; and
- (iv) to the IA#3 Improvements Account of the Project Fund: \$ \_\_\_\_\_.

Section 6.3. Project Collection Fund.

While any Bonds are Outstanding, the County, by agreement with the City, may collect Assessment Revenue on the City's behalf. If the County, whether acting by and through its Tax Office or otherwise, presents or otherwise tenders to the Trustee such collected Assessment Revenue for deposit on the City's behalf, the Trustee shall accept such Assessment Revenue and deposit the same into the Project Collection Fund. The Trustee shall, as directed by the City pursuant to a City Certificate, deposit or cause to be deposited all of that portion of the Assessment Revenue deposited into the Project Collection Fund that consists of the Annual Collection Costs and the Delinquent Collection Costs to the Administrative Fund and, as directed pursuant to a City Certificate, on or before February 20, 2024, and on or before February 20 and August 20 of each year thereafter while the Bonds are Outstanding, deposit or cause to be deposited all of that portion of the Assessment Revenue deposited into the Project Collection Fund that consists of Pledged Revenue into the Pledged Revenue Fund.

Section 6.4. Pledged Revenue Fund.

(a) Upon the Trustee's receipt of the Pledged Revenues from the Project Collection Fund, the Trustee shall deposit or cause to be deposited the Pledged Revenues to be applied by the Trustee in the following order of priority:

- (i) first, to the Pledged Revenue Fund in an amount sufficient to pay debt service on the Bonds next coming due in such calendar year;
- (ii) second, to the Reserve Account of the Reserve Fund in an amount to cause the amount in the Reserve Account to equal the Reserve Account Requirement;
- (iii) third, to the Additional Interest Reserve Account of the Reserve Fund in an amount equal to the Additional Interest to cause the amount in the Additional Interest Reserve Account to equal the Additional Interest Reserve Requirement;
- (iv) fourth, to the Project Fund to pay Actual Costs of the Improvement Area #3 Improvements; and



- (v) fifth, to pay other costs permitted by the PID Act.

Along with each transfer to the Trustee, the City shall provide a City Certificate as to the funds, accounts and payments into which the amounts are to be deposited or paid.

(b) From time to time as needed to pay the obligations relating to the Bonds, but no later than five (5) Business Days before each Interest Payment Date, the Trustee shall withdraw from the Pledged Revenue Fund and transfer to the Principal and Interest Account of the Bond Fund, an amount, taking into account any amounts then on deposit in such Principal and Interest Account, such that the amount on deposit in the Principal and Interest Account equals the principal (including any Sinking Fund Installments) and interest due on the Bonds on the next Interest Payment Date.

(c) If, after the foregoing transfers and any transfer from the Reserve Fund as provided in Section 6.8 herein, there are insufficient funds to make the payments provided in paragraph (b) above, the Trustee shall apply the available funds in the Principal and Interest Account first to the payment of interest, then to the payment of principal (including any Sinking Fund Installments) on the Bonds in the same manner described by Section 11.4(a) below.

(d) Notwithstanding Section 6.4(a) hereof, the Trustee shall deposit as soon as practicable after receipt Prepayments to the Pledged Revenue Fund and after such deposit shall transfer such Prepayments to the Redemption Fund.

(e) Notwithstanding Section 6.4(a) hereof, the Trustee shall deposit as soon as practicable after receipt Foreclosure Proceeds to the Pledged Revenue Fund and after such deposit shall transfer Foreclosure Proceeds, as directed by the City pursuant to a City Certificate, first to the Reserve Fund to restore any transfers from the accounts within the Reserve Fund made with respect to the Assessed Property or Assessed Properties to which the Foreclosure Proceeds relate (*first*, to replenish the Reserve Account Requirement, and *second*, to replenish the Additional Interest Reserve Requirement), and second, to the Redemption Fund.

(f) After satisfaction of the requirement to provide for the payment of the principal and interest on the Bonds and to fund any deficiency that may exist in any Account of the Reserve Fund and transfer of funds pursuant to Section 6.4(a)(i) – (iv) above, the City may direct the Trustee by City Certificate to apply Assessments for any lawful purposes permitted by the PID Act for which Assessments may be applied. The Trustee may rely on such written direction of the City and shall have no obligation to determine the lawful purposes permitted under the PID Act.

#### Section 6.5. Bond Fund.

(a) On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments) and interest then due and payable on the Bonds.

(b) If amounts in the Principal and Interest Account are insufficient for the purposes set forth in paragraph (a) above, the Trustee shall withdraw from the Reserve Fund amounts to cover the amount of such insufficiency in the order described in Section 6.8(f) hereof. Amounts

so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

Section 6.6. Project Fund.

(a) Money on deposit in the IA#3 Improvements Account and the Costs of Issuance Account of the Project Fund shall be used for the purposes specified herein.

(b) Disbursements from the IA#3 Improvements Account of the Project Fund to pay the Actual Costs of the Improvement Area #3 Improvements shall be made by the Trustee upon receipt by the Trustee of one or more City Certificates, in the form attached hereto as *Exhibit B*, containing a properly executed and completed Certification for Payment. The disbursement of funds from the IA#3 Improvements Account of the Project Fund pursuant to a City Certificate delivered under this Section 6.6 shall be deemed to be pursuant to and in accordance with the disbursement procedures described in the Financing Agreement and this Section 6.6 of the Indenture. Such provisions and procedures related to such disbursement contained in the Financing Agreement are herein incorporated by reference and deemed set forth herein in full, provided the Trustee shall be protected in disbursing from the IA#3 Improvements Account of the Project Fund pursuant to a City Certificate delivered under this Section 6.6.

(c) Disbursements from the Costs of Issuance Account of the Project Fund shall be made by the Trustee pursuant to and in accordance with a City Certificate providing for the application of such funds to be disbursed (with the exception of fees and expenses initially incurred by the Trustee, which may be withdrawn by the Trustee).

(d) If the City Representative reasonably determines that amounts then on deposit in the IA#3 Improvements Account of the Project Fund are not expected to be expended for purposes of the IA#3 Improvements Account due to the abandonment, or constructive abandonment, of the Improvement Area #3 Improvements, such that, in the reasonable opinion of the City Representative after a reasonable inquiry or concurrence of the Developer, as applicable, it is unlikely that the amounts in the IA#3 Improvements Account of the Project Fund will ever be expended for the purposes of the IA#3 Improvements Account, the City Representative shall file a City Certificate with the Trustee which identifies the amounts then on deposit in the IA#3 Improvements Account that are not expected to be used for purposes of the IA#3 Improvements Account. If such City Certificate is so filed, the amounts on deposit in the IA#3 Improvements Account shall be transferred to the Redemption Fund to redeem Bonds on the earliest practical date after notice of redemption has been provided in accordance with this Indenture.

(e) Upon the filing of a City Certificate stating that all of the Improvement Area #3 Improvements have been completed and that all Actual Costs of the Improvement Area #3 Improvements allocable to the Assessed Property have been paid, or that any such Actual Costs are not required be paid from the IA#3 Improvements Account of the Project Fund, the Trustee shall (i) transfer the amount, if any, remaining within the IA#3 Improvements Account of the Project Fund to the Principal and Interest Account of the Bond Fund, and (ii) close the IA#3 Improvements Account of the Project Fund.

(f) Not later than six (6) months following the Closing Date or upon an earlier determination by the City Representative that all costs of issuance of the Bonds have been paid and the appropriate portion of the costs incidental to the organization of the District have been paid, the amounts on deposit in the Costs of Issuance Account of the Project Fund shall be transferred to the IA#3 Improvements Account of the Project Fund, as directed by the City in a City Certificate filed with the Trustee, and the Costs of Issuance Account of the Project Fund shall be closed.

(g) In making any determination pursuant to this Section, the City Representative may conclusively rely upon a report issued by the City Engineer or a certificate of an Independent Financial Consultant. The preceding clause notwithstanding, the City Representative shall undertake a reasonable inquiry before filing a City Certificate transferring funds in accordance with Section 6.6(d) as a result of the abandonment or constructive abandonment of the Improvement Area #3 Improvements.

In providing any disbursement under this Section, the Trustee may conclusively rely as to the completeness and accuracy of all statements in such City Certificate if such certificate is signed by a City Representative, and the Trustee shall not be required to make any independent investigation in connection therewith. The execution of any City Certificate by a City Representative shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent to the payments requested have been completed.

Section 6.7. Redemption Fund.

Subject to adequate amounts on deposit in the Pledged Revenue Fund, the Trustee, as directed by City Certificate, shall cause to be deposited to the Redemption Fund from the Pledged Revenue Fund an amount sufficient to redeem Bonds as provided in Sections 4.3 and 4.4 on the dates specified for redemption as provided in Sections 4.3 and 4.4. Amounts on deposit in the Redemption Fund shall be used and withdrawn by the Trustee to redeem Bonds as provided in Article IV.

Section 6.8. Reserve Fund.

(a) The Reserve Account will be initially funded with a deposit of \$\_\_\_\_\_.00 from the proceeds of the Bonds and the City agrees with the Owners of the Bonds to accumulate from the deposits outlined in Section 6.4(a) hereof, and when accumulated maintain in the Reserve Account, an amount equal to not less than the Reserve Account Requirement. All amounts deposited in the Reserve Account shall be used and withdrawn by the Trustee for the purpose of making transfers to the Principal and Interest Account of the Bond Fund as provided in this Indenture. The Trustee will transfer from the Pledged Revenue Fund to the Additional Interest Reserve Account, to the extent that the Reserve Account contains the Reserve Account Requirement and funds are available after application of the deposit priority in Section 6.4(a) hereof, an amount equal to the Additional Interest in the Additional Interest Reserve Account until the Additional Interest Reserve Requirement has been accumulated in the Additional Interest Reserve Account; provided, however, that at any time the amount on deposit in the Additional Interest Reserve Account is less than Additional Interest Reserve Requirement, the Trustee shall resume depositing the Additional Interest into the Additional Interest Reserve Account until the

Additional Interest Reserve Requirement has accumulated in the Additional Interest Reserve Account.

(b) Whenever a transfer is made from an account of the Reserve Fund to the Principal and Interest Account of the Bond Fund due to a deficiency in the Bond Fund, the Trustee shall provide written notice thereof to the City, specifying the amount withdrawn and the source of said funds.

(c) Whenever Bonds are to be redeemed with the proceeds of Prepayments pursuant to Section 4.4, a proportionate amount in the Reserve Account of the Reserve Fund shall be transferred on the Business Day prior to the redemption date by the Trustee to the Redemption Fund to be applied to the redemption of the Bonds. The amount so transferred from the Reserve Account of the Reserve Fund shall be equal to an amount representing the difference between (i) the lesser of (A) the Reserve Account Requirement prior to redemption and (B) the amount actually on deposit in the Reserve Account prior to redemption, and (ii) the Reserve Account Requirement after such redemption; provided, however, no such transfer from the Reserve Account shall cause the amount on deposit therein to be less than the Reserve Account Requirement to be in effect after such redemption. If after such transfer, and after applying investment earnings on the Redemption Fund toward payment of accrued and unpaid interest to the date of redemption on the Bonds to be redeemed, there are insufficient funds to pay the principal amount plus accrued and unpaid interest on such Bonds to the date fixed for redemption of the Bonds to be redeemed as a result of such Prepayment, the Trustee shall transfer an amount equal to the shortfall from the Additional Interest Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds.

(d) Whenever, on any Interest Payment Date, or on any other date at the written request of a City Representative, the amount in the Reserve Account exceeds the Reserve Account Requirement, the Trustee shall provide written notice to the City Representative of the amount of the excess. Such excess shall be transferred to the Principal and Interest Account of the Bond Fund to be used for the payment of interest on the Bonds on the next Interest Payment Date in accordance with Section 6.5 hereof, unless within 45 days of such notice to the City Representative, the Trustee receives a City Certificate instructing the Trustee to apply such excess: (i) to pay amounts due under Section 6.9 hereof, or (ii) to the IA#3 Improvements Account of the Project Fund if such application and the expenditure of funds is expected to occur within three years of the date hereof.

(e) Whenever, on any Interest Payment Date, or on any other date at the written request of the City Representative, the amount on deposit in the Additional Interest Reserve Account exceeds the Additional Interest Reserve Requirement, the Trustee shall provide written notice to the City of the amount of the excess (the "*Excess Additional Interest Reserve Amount*"). Such excess on deposit in the Additional Interest Reserve Account shall be transferred, at the direction of the City pursuant to a City Certificate, to the Administrative Fund for the payment of Annual Collection Costs or to the Redemption Fund in order to effect the redemption of Bonds pursuant to Section 4.4. In the event that the Trustee does not receive a City Certificate directing the transfer of the Excess Additional Interest Reserve Amount to the Administrative Fund within forty-five (45) days of providing notice to the City of such Excess Additional Interest Reserve Amount, the Trustee shall transfer the Excess Additional Interest

Reserve Amount to the Redemption Fund and redeem the Bonds pursuant to extraordinary optional redemption. The Trustee shall incur no liability for the accuracy or validity of the transfer so long as the Trustee made such transfer pursuant to this Section.

(f) Whenever, on any Interest Payment Date, the amount on deposit in the Principal and Interest Account of the Bond Fund is insufficient to pay the debt service on the Bonds due on such date, the Trustee shall transfer first from the Additional Interest Reserve Account of the Reserve Fund and second from the Reserve Account of the Reserve Fund to the Bond Fund the amounts necessary to cure such deficiency.

(g) At the final maturity of the Bonds, the amount on deposit in the Reserve Account and the Additional Interest Reserve Account shall be transferred to the Redemption Fund and applied to the payment of the principal of the Bonds.

(h) If, after a Reserve Fund withdrawal, the amount on deposit in the Reserve Account of the Reserve Fund is less than the Reserve Account Requirement, the Trustee shall transfer from the Pledged Revenue Fund to the Reserve Account of the Reserve Fund the amount of such deficiency, in accordance with Section 6.4.

(i) If the amounts held in the Reserve Fund together with the amounts held in the Bond Fund and Redemption Fund are sufficient to pay the principal amount and of all Outstanding Bonds on the next Interest Payment Date, together with the unpaid interest accrued on such Bonds as of such Interest Payment Date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Bonds as of such Interest Payment Date.

Section 6.9. Rebate Fund: Rebate Amount.

(a) There is hereby established a special fund of the City to be designated “City of Manor, Texas Rebate Fund” (the “Rebate Fund”) to be held by the Trustee in accordance with the terms and provisions of this Indenture. Amounts on deposit in the Rebate Fund shall be used solely for the purpose of paying amounts due the United States Government related to the Bonds in accordance with the Code. The Trustee shall transfer from the Pledged Revenue Fund to the credit of the Rebate Fund each amount instructed by City Certificate to be transferred thereto.

(b) In order to assure that the Rebate Amount is paid to the United States rather than to a third party, investments of funds on deposit in the Rebate Fund shall be made in accordance with the Code and the Tax Certificate. The Trustee shall withdraw from the Rebate Fund and pay to the United States the amounts instructed by City Certificate. The Trustee may conclusively rely on such City Certificate as set forth in this Section and shall not be responsible for any loss or liability resulting from the investment of funds under this Section.

(c) The Trustee conclusively shall be deemed to have complied with the provisions of this Section and Section 7.5(h) hereof and shall not be liable or responsible if it follows the written instructions of the City and shall not be required to take any action under this Section and Section 7.5(h) hereof in the absence of written instructions from the City.

(d) If, on the date of each annual calculation, the amount on deposit in the Rebate Fund exceeds the Rebate Amount, the City may direct the Trustee, pursuant to a City Certificate, to transfer the amount in excess of the Rebate Amount to the Principal and Interest Account of the Bond Fund.

Section 6.10. Administrative Fund.

(a) On or before February 20, 2024, and on or before each February 20 and August 20 of each year thereafter while the Bonds are Outstanding, the City shall deposit or cause to be deposited to the Administrative Fund the amounts collected each year to pay Annual Collection Costs, other than the Annual Collection Costs and Delinquent Collection Costs deposited into the Project Collection Fund, which amounts shall be deposited in accordance with Section 6.3 hereof. Moneys in the Administrative Fund shall be held by the Trustee separate and apart from the other Funds created and administered hereunder and used as directed by a City Certificate solely for the purposes set forth in the 2023 Amended and Restated Service and Assessment Plan.

(b) The Administrative Fund is not a Pledged Fund.

Section 6.11. Investment of Funds.

(a) Money in any Fund or Account established pursuant to this Indenture shall be invested by the Trustee only as directed by the City pursuant to a City Certificate filed with the Trustee at least two (2) business days in advance of the making of such investment (or as directed below) in time deposits or certificates of deposit secured in the manner required by law for public funds, or be invested in direct obligations of, including obligations the principal and interest on which are unconditionally guaranteed by, the United States of America, in obligations of any agencies or instrumentalities thereof, or in such other investments as are permitted under the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended, or any successor law, as in effect from time to time; the City Certificate shall direct investment in such deposits and investments (which may include repurchase agreements for such investment with any primary dealer of such agreements) so that the money required to be expended from any Fund will be available at the proper time or times. Such investments shall be valued each year in terms of current market value as of September 30. For purposes of maximizing investment returns, to the extent permitted by law, money in such Funds may be invested in common investments of the kind described above, or in a common pool of such investments which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such Fund are held by or on behalf of each such Fund. If necessary, such investments shall be promptly sold in order to make the disbursements required or permitted by this Indenture or to prevent any default. In the event the City does not provide written investment directions, the Trustee is instructed to invest funds into the Morgan Stanley Government Fund, 8352 (CUSIP 61747C889).

(b) Obligations purchased as an investment of moneys in any Fund or Account shall be deemed to be part of such Fund or Account, subject, however, to the requirements of this

Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds and Accounts. Whenever in this Indenture any moneys are required to be transferred by the City to the Trustee, such transfer shall be accomplished by transferring a like amount of Investment Securities unless the City instructs the Trustee otherwise by written direction.

(c) The Trustee and its affiliates may act as sponsor, depository, principal or agent in the acquisition or disposition of any investment. The Trustee shall not incur any liability for losses arising from any investments made pursuant to this Section. The Trustee shall not be required to determine the suitability or legality of any investments or whether investments comply with Section 6.11(a) above.

(d) Investments in any and all Funds and Accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular Funds or Accounts of amounts received or held by the Trustee hereunder, provided that the Trustee shall at all times account for such investments strictly in accordance with the Funds and Accounts to which they are credited and otherwise as provided in this Indenture.

(e) The Trustee will furnish the City monthly cash transaction statements which include detail for all investment transactions made by the Trustee hereunder.

Section 6.12. Advances from Available Funds.

In the event of a delinquency in the payment of any installment of the Assessment levied upon any property for the payment of the principal portion of an Annual Installment, the City may, but is not obligated to, be the purchaser of the delinquent property upon which any of said Assessments are levied in like manner in which it may become the purchaser of property sold for the nonpayment of general ad valorem property taxes, and in the event the City does so become the purchaser of such property, shall pay and transfer and deposit into the Pledged Revenue Fund the amount of any remaining amount of unpaid Assessment, delinquent Assessment installments and interest thereon. The City may also pay and transfer from available funds and deposit into the Pledged Revenue Fund, but shall not be so obligated, the amount of any such Assessment pending redemption or sale. Any amounts so advanced by the City shall be recoverable upon sale or redemption of the property. The City shall not be obligated to advance available funds to cure any deficiency in the Pledged Revenue Fund, or any other Fund created hereunder, and has determined that it would not obligate itself to advance available funds from other funds of the City to cure any such deficiency.

Section 6.13. Security of Funds.

All Funds heretofore created or reaffirmed, to the extent not invested as herein permitted, shall be secured in the manner and to the fullest extent required by law for the security of public funds, and such Funds shall be used only for the purposes and in the manner permitted or required by this Indenture.

## ARTICLE VII COVENANTS

### Section 7.1. Confirmation of the Assessments.

The City hereby confirms, covenants, and agrees that, in the Assessment Ordinance, it has levied the Assessments against the respective Assessed Properties from which the Pledged Revenues will be collected and received.

### Section 7.2. Collection and Enforcement of the Assessments.

(a) For so long as any Bonds are Outstanding and amounts are due to the Developer under the Financing Agreement or Improvement Area #3 Reimbursement Agreement to reimburse it for the funds it has contributed to pay Actual Costs of the Improvement Area #3 Improvements, the City covenants, agrees and warrants that it will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Assessments.

(b) The City will determine or cause to be determined, no later than February 15 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Assessment or the corresponding Assessed Property.

### Section 7.3. Against Encumbrances.

(a) Other than Refunding Bonds, the City shall not create and, to the extent Pledged Revenues are received, shall not suffer to remain, any lien, encumbrance or charge upon the Pledged Revenues, the Pledged Funds, the Trust Estate, or any other property pledged under this Indenture, except any pledge created for the equal and ratable security of the Bonds.

(b) So long as Bonds are Outstanding hereunder, the City shall not issue any bonds, notes or other evidences of indebtedness secured by any pledge of or other lien or charge on the Pledged Revenues, the Pledged Funds, the Trust Estate or any other property pledged under this Indenture, except that the City may issue Refunding Bonds in accordance with the terms of this Indenture.

### Section 7.4. Records, Accounts, Accounting Reports.

The City hereby covenants and agrees that so long as any of the Bonds or any interest thereon remain outstanding and unpaid, and the obligation to the Developer to reimburse it under the Financing Agreement or the Improvement Area #3 Reimbursement Agreement for funds it has contributed to pay Actual Costs of the Improvement Area #3 Improvements remain outstanding



and unpaid, it will keep and maintain a proper and complete system of records and accounts pertaining to the Assessments. The Trustee and Owner or Owners of any Bonds or any duly authorized agent or agents of such Owners shall have the right at all reasonable times to inspect all such records, accounts, and data relating thereto, upon written request to the City by the Trustee or duly authorized representative, as applicable. The City shall provide the Trustee or duly authorized representative, as applicable, an opportunity to inspect such books and records relating to the Bonds during the City's regular business hours and on a mutually agreeable date not later than thirty days after the City receives such request.

Section 7.5. Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms shall have the following meanings:

“*Code*” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Issue Date.

“*Computation Date*” has the meaning set forth in section 1.148-1(b) of the Regulations.

“*Gross Proceeds*” means any proceeds as defined in section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in section 1.148-1(c) of the Regulations, of the Bonds.

“*Investment*” has the meaning set forth in section 1.148-1(b) of the Regulations.

“*Issue Date*” for the tax-exempt Bonds or other obligations of the City is the respective date on which such bonds or other obligations of the City is delivered against payment therefor.

“*Net Sale Proceeds*” has the meaning stated in section 1.148-1(b) of the Regulations.

“*Nonpurpose Investment*” means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

“*Proceeds*” has the meaning stated in section 1.148-1(b) of the Regulations.

“*Rebate Amount*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Regulations*” means any proposed, temporary or final Income Tax Regulations issued pursuant to sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“Yield” of (1) any Investment has the meaning set forth in section 1.148-5 of the Regulations; and (2) the Bonds has the meaning set forth in section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Bonds:

(i) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan.

(i) Except to the extent permitted by section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or

burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(ii) The City covenants and agrees that the levied Assessments will meet the requirements of the “tax assessment loan exception” within the meaning of section 1.141-5(d) of the Regulations on the date the Bonds are delivered and will ensure that the Assessments continue to meet such requirements for so long as the Bonds are outstanding hereunder.

(e) Not to Invest at Higher Yield. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested) if, as a result of such investment, the Yield from the Issue Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

(i) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the final Computation Date. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(iii) As additional consideration for the purchase of the Bonds by the Purchaser and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall,

pursuant to a City Certificate, pay to the United States the amount described in paragraph (2) above at the times, in the installments, to the place, in the manner and accompanied by such forms or other information as is or may be required by section 148(f) of the Code and the regulations and rulings thereunder.

(iv) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (ii) and (iii), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) *Not to Divert Arbitrage Profits.* Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) *Not Hedge Bonds.* The City will not invest more than 50 percent of the Proceeds of each series of the Bonds in Nonpurpose Investments having a substantially guaranteed yield for four years or more. On the Issue Date of each series of the Bonds, the City reasonably expects that at least 85 percent of the Net Sale Proceeds of each series of the Bonds will be used to carry out the governmental purpose of such series within three years after the respective Issue Date of such series.

(k) *Elections.* The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, or City Secretary, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Tax Certificate or similar or other appropriate certificate, form or document.

## ARTICLE VIII LIABILITY OF CITY

Neither the full faith and credit nor the general taxing power of the City is pledged to the payment of the Bonds, and except for the Trust Estate, no City taxes, fee or revenues from any source are pledged to the payment of, or available to pay any portion of, the Bonds or any other obligations relating to the District. The City shall never be liable for any obligations relating to the Bonds or other obligations relating to the District, other than as specifically provided for in this Indenture.

The City shall not incur any responsibility in respect of the Bonds or this Indenture other than in connection with the duties or obligations explicitly herein or in the Bonds assigned to or imposed upon it. The City shall not be liable in connection with the performance of its duties

hereunder, except for its own willful default or act of bad faith. The City shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions covenants or agreements of the Trustee herein or of any of the documents executed by the Trustee in connection with the Bonds, or as to the existence of a default or Event of Default thereunder.

In the absence of bad faith, the City may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the City and conforming to the requirements of this Indenture. The City shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts.

No provision of this Indenture, the Bonds, the Assessment Ordinance, or any agreement, document, instrument, or certificate executed, delivered or approved in connection with the issuance, sale, delivery, or administration of the Bonds (collectively, the “*Bond Documents*”), shall require the City to expend or risk its own general funds or otherwise incur any financial liability (other than with respect to the Trust Estate and the Annual Collection Costs) in the performance of any of its obligations hereunder, or in the exercise of any of its rights or powers, if in the judgment of the City there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it.

Neither the Owners nor any other Person shall have any claim against the City or any of its officers, officials, agents, or employees for damages suffered as a result of the City’s failure to perform in any respect any covenant, undertaking, or obligation under any Bond Documents or as a result of the incorrectness of any representation in, or omission from, any of the Bond Documents, except to the extent that any such claim relates to an obligation, undertaking, representation, or covenant of the City, in accordance with the Bond Documents and the PID Act. Any such claim shall be payable only from the Trust Estate or the amounts collected to pay Annual Collection Costs on deposit in the Administrative Fund. Nothing contained in any of the Bond Documents shall be construed to preclude any action or proceeding in any court or before any governmental body, agency, or instrumentality against the City or any of its officers, officials, agents, or employees to enforce the provisions of any of the Bond Documents or to enforce all rights of the Owners of the Bonds by mandamus or other proceeding at law or in equity.

The City may rely on and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The City may consult with counsel with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Indenture the City shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the City, be deemed to be conclusively proved and established by a certificate of the Trustee, an Independent Financial Consultant, an independent inspector or the City Manager or other person designated by the City Council to so act on behalf of the City, and such certificate shall be full warrant to the City for any action taken

or suffered under the provisions of this Indenture upon the faith thereof, but in its discretion the City may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

In order to perform its duties and obligations hereunder, the City may employ such persons or entities as it deems necessary or advisable. The City shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations, and directions of such persons or entities.

## ARTICLE IX THE TRUSTEE

### Section 9.1. Trustee as Registrar and Paying Agent.

The Trustee is hereby designated and agrees to act as Registrar and Paying Agent for and in respect to the Bonds. The Trustee hereby accepts and agrees to execute the respective trusts imposed upon it by this Indenture, but only upon the express terms and conditions, and subject to the provisions of this Indenture to all of which the parties hereto and the Owners of the Bonds agree. No implied covenants or obligations shall be read into this Indenture against the Trustee.

### Section 9.2. Trustee Entitled to Indemnity.

The Trustee shall be under no obligation to institute any suit, or to undertake any proceeding under this Indenture, or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified, to the extent permitted by law, to its satisfaction against any and all costs and expenses, outlays, and counsel fees and other reasonable disbursements, and against all liability except as a consequence of its own negligence or willful misconduct; provided, however, that absent an Event of Default, the Trustee shall not request or require indemnification as a condition to making any deposits, payments or transfers when required hereunder, or to deliver any notice when required hereunder. Nevertheless, the Trustee may begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as the Trustee, without indemnity, and in such case the Trustee may make transfers from the Pledged Revenue Fund or the Administrative Fund (and to the extent moneys in the such funds are insufficient, then from any money in its possession, except the Rebate Fund) to pay all costs, fees, expenses, outlays, and counsel fees and other reasonable disbursements properly incurred in connection therewith and shall, to the extent permitted by law, be entitled to a preference therefor over any Bonds Outstanding hereunder.

### Section 9.3. Responsibilities of the Trustee.

(a) The recitals contained in this Indenture and in the Bonds shall be taken as the statements of the City and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of this Indenture or the Bonds or with respect to the security afforded by this Indenture, and the Trustee shall incur no liability with respect thereto. Except as otherwise expressly provided in this Indenture, the Trustee shall have no responsibility or duty with respect to: (i) the issuance of Bonds for value; (ii) the

application of the proceeds thereof, except to the extent that such proceeds are received by it in its capacity as Trustee; (iii) the application of any moneys paid to the City or others in accordance with this Indenture, except as to the application of any moneys paid to it in its capacity as Trustee; or (iv) any calculation of arbitrage or rebate under the Code.

(b) The duties and obligations of the Trustee shall be determined by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture. The Trustee will, prior to any Event of Default and after curing of any Event of Default, perform such duties and only such duties as are specifically set forth herein. The Trustee will, during the existence of an Event of Default, exercise such rights and powers vested in it by this Indenture and use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(c) The Trustee shall not be liable for any action taken or omitted by it in the performance of its duties under this Indenture, except for its own negligence or willful misconduct. In no event shall the Trustee be liable for incidental, indirect, special or consequential damages in connection with or arising from this Indenture for the existence, furnishing or use of Improvement Area #3 of the District.

(d) The Trustee, before the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If any Event of Default shall have occurred and be continuing, the Trustee shall exercise such rights and powers vested in it by this Indenture, and shall use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs in exercising any rights or remedies or performing any of its duties hereunder.

(e) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, attorneys, or receivers, and shall not be responsible for any misconduct or negligence on the part of any agent, attorney, or receiver appointed or chosen by it with due care, and the Trustee shall be entitled to rely and act upon the opinion or advice of counsel, who may be counsel to the City, concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such agents, attorneys, and receivers as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction by it taken or omitted to be taken in good faith in reliance upon such opinion or advice of counsel.

(f) The Trustee shall not be responsible for any recital herein (except with respect to the authentication certificate of the Trustee endorsed on the Bonds) or for the recording, filing, or refiling of this Indenture in connection therewith, or for the validity of the execution by the City of this Indenture or of any Supplemental Indentures or instruments of further assurance, or for the sufficiency or security of the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with this Indenture.

(g) The Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof, or as to the validity or sufficiency of this Indenture or of the Bonds. The

Trustee shall not be accountable for the use or application of any Bonds or the proceeds thereof or of any money paid to or upon the order of the City under any provision of this Indenture.

(h) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of a Quarter in Interest of the Bonds relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture.

(i) The Trustee shall not be required to take notice, and shall not be deemed to have notice, of any default or Event of Default unless the Trustee shall be notified specifically of the default or Event of Default in a written instrument or document delivered to it by the City or by the Owners of a Quarter in Interest of the Bonds. In the absence of delivery of a notice satisfying those requirements, the Trustee may assume conclusively that there is no Event of Default, except as noted above.

(j) Before taking any action under this Indenture (other than making any payment of principal, premium, or interest on the Bonds), the Trustee may require that a satisfactory indemnity be furnished to it for the payment or reimbursement of all costs and expenses (including, without limitation, attorney's fees and expenses) to which it may be put and to protect it against all liability which it may incur in or by reason of such action, except liability which it adjudicated to have resulted from its negligence or willful misconduct.

(k) The Trustee's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Indenture shall extend to the Trustee's officers, directors, agents, attorneys and employees. Such immunities and protections and rights to indemnification, together with the Trustee's right to compensation, shall survive the Trustee's resignation or removal, the discharge of this Indenture, and final payment of the Bonds.

#### Section 9.4. Property Held in Trust.

All moneys and securities held by the Trustee at any time pursuant to the terms of this Indenture shall be held by the Trustee in trust for the purposes and under the terms and conditions of this Indenture.

#### Section 9.5. Trustee Protected in Relying on Certain Documents.

The Trustee may conclusively rely upon any order, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond, or other document provided to the Trustee in accordance with the terms of this Indenture that it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper board or Person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, the Financing Agreement, and the Development Agreement, or upon the written opinion of any counsel, architect, engineer, insurance consultant, management consultant, or accountant believed by the Trustee to be qualified in relation to the subject matter, and the Trustee shall be under no duty to make any investigation or inquiry into and shall not be deemed to have knowledge of any statements contained or matters referred to in any such instrument. The Trustee may consult with counsel, who may or may not



be Bond Counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered, or omitted to be taken by it in good faith and in accordance therewith. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who, at the time of making such request, or giving such authority or consent is the Owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor and upon transfer or in place thereof.

Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, such matter may be deemed to be conclusively proved and established by a City Certificate, unless other evidence in respect thereof be hereby specifically prescribed. Such City Certificate shall be full warrant for any action taken or suffered in good faith under the provisions hereof, but in its discretion the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided herein, any request, order, notice, or other direction required or permitted to be furnished pursuant to any provision hereof by the City to the Trustee shall be sufficiently executed if executed in the name of the City by the City Representative.

The Trustee shall not be under any obligation to see to the recording or filing of this Indenture, or otherwise to the giving to any Person of notice of the provisions hereof except as expressly required in Section 9.13 herein.

The Trustee may conclusively rely upon any City Certificate received by it pursuant to the terms hereof and shall in no instance be obligated to make any independent investigation in connection therewith.

Section 9.6. Compensation.

Unless otherwise expressly provided by written contract with the Trustee, the Trustee shall transfer from the Administrative Fund, upon written direction from the City, compensation for all services rendered by it hereunder, including its services as Registrar and Paying Agent, together with all its reasonable expenses, charges, and other disbursements and those of its counsel, agents and employees, incurred in and about the administration and execution of the trusts hereby created and the exercise of its powers and the performance of its duties hereunder, upon delivery of an invoice therefor to the City, and the Trustee shall have a lien therefor on any and all funds at any time held by the Trustee (except the Rebate Fund). None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if in the judgment of the Trustee there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it. If the City shall fail to make any payment required by this Section, the Trustee may make such payment from any moneys held in the Administrative Fund and to the extent moneys in the Administrative Fund are insufficient, then from any money in its possession (except the Rebate Fund) and shall be entitled to a preference therefor over any Bonds Outstanding hereunder on amounts held by the Trustee (except the Rebate Fund). The right of the Trustee to fees, expenses, and indemnification shall survive the release, discharge, and satisfaction of the Indenture.

Section 9.7. Permitted Acts.

The Trustee and its directors, officers, employees, or agents may become the owner of or may in good faith buy, sell, own, hold and deal in Bonds and may join in any action that any Owner of Bonds may be entitled to take as fully and with the same rights as if it were not the Trustee. The Trustee may act as depository, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, the City or any committee formed to protect the rights of Owners of Bonds or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Indenture, whether or not such committee shall represent the Owners of a majority in aggregate outstanding principal amount of the Bonds. The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct.

Section 9.8. Resignation of Trustee.

The Trustee may at any time resign and be discharged of its duties and obligations hereunder by giving not fewer than 30 days' written notice, specifying the date when such resignation shall take effect, to the City and each Owner of any Outstanding Bond. Such resignation shall take effect upon the appointment of a successor as provided in Section 9.10 and the acceptance of such appointment by such successor.

Section 9.9. Removal of Trustee.

The Trustee may be removed at any time by the Owners of a Quarter in Interest of the Bonds by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or by their attorneys-in-fact, duly authorized and delivered to the City. Copies of each such instrument shall be delivered by the City to the Trustee and any successor thereof. The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the Owners of not less than 10% of the aggregate principal amount of the Bonds Outstanding.

Section 9.10. Successor Trustee.

If the Trustee shall resign, be removed, be dissolved, or become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of the Trustee hereunder shall thereupon become vacant.

If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, a successor Trustee may be appointed after any such vacancy shall have occurred by the Owners of a Quarter in Interest of the Bonds by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or their attorneys-in-fact, duly authorized and delivered to such successor Trustee, with notification thereof being given to the predecessor Trustee and the City.

Until such successor Trustee shall have been appointed by the Owners a Quarter in Interest of the Bonds, the City shall forthwith appoint a Trustee to act hereunder. Copies of any instrument of the City providing for any such appointment shall be delivered by the City to the Trustee so appointed. The City shall mail notice of any such appointment to each Owner of any Outstanding Bonds within 30 days after such appointment. Any appointment of a successor Trustee made by the City immediately and without further act shall be superseded and revoked by an appointment subsequently made by the Owners of Bonds.

If in a proper case no appointment of a successor Trustee shall be made within 45 days after the giving by any Trustee of any notice of resignation in accordance with Section 9.8 herein or after the occurrence of any other event requiring or authorizing such appointment, the Trustee or any Owner of Bonds may apply to any court of competent jurisdiction for the appointment of such a successor, and the court may thereupon, after such notice, if any, as the court may deem proper, appoint such successor and the City shall be responsible for the costs of such appointment process. Any duties and obligations of such predecessor Trustee shall thereafter cease and terminate, and the payment of the fees and expenses owed to the predecessor Trustee shall be paid in full.

Any successor Trustee appointed under the provisions of this Section shall be a commercial bank or trust company or national banking association (i) having a capital and surplus and undivided profits aggregating at least \$50,000,000, if there be such a commercial bank or trust company or national banking association willing and able to accept the appointment on reasonable and customary terms, and (ii) authorized by law to perform all the duties of the Trustee required by this Indenture.

Each successor Trustee shall mail, in accordance with the provisions of the Bonds, notice of its appointment to any Rating Agency which, at the time of such appointment, is providing a rating on the Bonds and each of the Owners of the Bonds.

#### Section 9.11. Transfer of Rights and Property to Successor Trustee.

Any successor Trustee appointed under the provisions of Section 9.10 shall execute, acknowledge, and deliver to its predecessor and the City an instrument in writing accepting such appointment, and thereupon such successor, without any further act, deed, or conveyance, shall become fully vested with all moneys, estates, properties, rights, immunities, powers, duties, obligations, and trusts of its predecessor hereunder, with like effect as if originally appointed as Trustee. However, the Trustee then ceasing to act shall nevertheless, on request of the City or of such successor and upon payment of amounts owing to it hereunder, execute, acknowledge, and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all the rights, immunities, powers, and trusts of such Trustee and all the right, title, and interest of such Trustee in and to the Trust Estate, and shall pay over, assign, and deliver to such successor any moneys or other properties subject to the trusts and conditions herein set forth. Should any deed, conveyance, or instrument in writing from the City be required by such successor for more fully and certainly vesting in and confirming to it any such moneys, estates, properties, rights, powers, duties, or obligations, any and all such deeds, conveyances, and instruments in writing, on

request and so far as may be authorized by law, shall be executed, acknowledged, and delivered by the City.

Section 9.12. Merger, Conversion or Consolidation of Trustee.

Any corporation or association into which the Trustee may be merged or with which it may be consolidated or any corporation or association resulting from any merger, conversion or consolidation to which it shall be a party or any corporation or association to which the Trustee may sell or transfer all or substantially all of its corporate trust business shall be the successor to such Trustee hereunder, without any further act, deed or conveyance, provided that such corporation or association shall be a commercial bank or trust company or national banking association qualified to be a successor to such Trustee under the provisions of Section 9.10, or a trust company that is a wholly-owned subsidiary of any of the foregoing.

Section 9.13. Security Interest in Trust Estate.

Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the Trust Estate provided for herein, and such pledge is, under current law, valid, effective and perfected. The City shall cause to be filed all appropriate initial financing statements to ensure that the Trustee (for the benefit of the Owners of the Bonds) is granted a valid and perfected first priority lien on the entire Trust Estate. Nothing herein shall obligate the Trustee to file any initial financing statements. Upon the City's timely delivery of a copy of such filed initial financing statement, if any, to the Trustee, the Trustee shall file continuation statements of such initial financing statement(s) in the same jurisdictions as the initial financing statement(s) previously provided to the Trustee. Unless the Trustee is otherwise notified in writing by the City, the Trustee may rely upon the initial financing statements in filing any continuation statements hereunder.

Section 9.14. Accounts, Periodic Reports and Certificates.

The Trustee shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Funds and Accounts established by this Indenture and which shall at all times be subject to inspection by the City, and the Owner or Owners of not less than 10% in principal amount of any Bonds then Outstanding or their representatives duly authorized in writing.

Section 9.15. Construction of Indenture.

The Trustee may construe any of the provisions of this Indenture insofar as the same may appear to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provisions hereof by the Trustee in good faith shall be binding upon the Owners of the Bonds.

Section 9.16. Offering Documentation.

The Trustee shall have no responsibility with respect to any information, statement, or recital in any official statement, offering memorandum, or any other disclosure material prepared

or distributed with respect to the Bonds and shall have no responsibility for compliance with any State or federal securities laws in connection with the Bonds.

Section 9.17. Expenditure of Funds and Risk.

None of the provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of its rights or powers if the Trustee shall have reasonable grounds for believing that the repayment of such funds or indemnity against such risk or liability is not assured.

Section 9.18. Environmental Hazards.

The Trustee may inform any Owner of environmental hazards that the Trustee has reason to believe exist, and the Trustee has the right to take no further action and in such event, no fiduciary duty exists which imposes any obligation for further action with respect to the Trust Estate or any portion thereof if the Trustee, in its individual capacity, determines that any such action would materially and adversely subject the Trustee to environmental or other liability for which the Trustee has not been adequately indemnified.

The Trustee shall not be responsible or liable for the environmental condition related to the improvements to any real property or for diminution in value of the same, or for any claims by or on behalf of the owners thereof as the result of any contamination by a hazardous substance, hazardous material, pollutant, or contaminant. The Trustee assumes no duty or obligation to assess the environmental condition of any improvements or with respect to compliance thereof under State or federal laws pertaining to the transport, storage, treatment, or disposal of hazardous substances, hazardous materials, pollutants, or contaminants or regulations, permits, or licenses issued under such laws.

ARTICLE X  
MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 10.1. Amendments Permitted.

This Indenture and the rights and obligations of the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Indenture, except as provided below, pursuant to the affirmative vote at a meeting of Owners of the Bonds, or with the written consent without a meeting, of the Owners of more than fifty percent (50%) of the aggregate principal amount of the Bonds then Outstanding. No such modification or amendment shall (i) extend the maturity of any Bond or reduce the principal of or interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, (ii) permit the creation by the City of any pledge or lien upon the Trust Estate superior to the pledge and lien created for the benefit of the Bonds, (iii) except as otherwise permitted by this Indenture, permit the creation by the City of any pledge or lien upon the Trust Estate on a parity with the pledge and lien created for the benefit of the Bonds, or (iv) reduce the percentage of Bonds required for the amendment hereof. Any such amendment may not modify any of the rights or obligations of the Trustee without its written consent.

This Indenture and the rights and obligations of the City and of the Owners may also be modified or amended at any time by a Supplemental Indenture, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

- (i) to add to the covenants and agreements of the City in this Indenture contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;
- (ii) to make modifications not adversely affecting any Outstanding Bonds in any material respect;
- (iii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in regard to questions arising under this Indenture, as the City may deem necessary or desirable and not inconsistent with this Indenture, and that shall not adversely affect the rights of the Owners of the Bonds;
- (iv) to authorize a Series of Refunding Bonds in accordance with the provisions of this Indenture; and
- (v) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds.

#### Section 10.2. Owners' Meetings.

The City may at any time call a meeting of the Owners of the Bonds. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof, and to fix and adopt rules and regulations for the conduct of said meeting.

#### Section 10.3. Procedure for Amendment with Written Consent of Owners.

The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds or of this Indenture, to the extent that such amendment is permitted by Section 10.1 herein, to take effect when and as provided in this Section. A copy of such Supplemental Indenture, together with a request to Owners for their consent thereto, shall be mailed by first class mail, by the Trustee to each Owner of Bonds from whom consent is required under this Indenture, but failure to mail copies of such Supplemental Indenture and request shall not affect the validity of the Supplemental Indenture when assented to as in this Section provided.

Such Supplemental Indenture shall not become effective unless there shall be filed with the Trustee the written consents of the Owners as required by this Indenture and a notice shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 11.6 herein. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof), unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Indenture, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Indenture, stating in substance that the Supplemental Indenture has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Indenture or consents thereto). Proof of the mailing of such notice shall be filed with the Trustee. A record, consisting of the papers required by this Section 10.3 to be filed with the Trustee, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Indenture shall become effective upon the filing with the Trustee of the proof of mailing of such notice, and the Supplemental Indenture shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article) upon the City and the Owners of all Bonds at the expiration of forty-five (45) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such 45-day period; provided however that the Trustee during such 45-day period and any such further period during which any such action or proceeding may be pending shall be entitled, in its sole discretion, to take such action, or to refrain from taking such action, with respect to such Supplemental Indenture as it may deem expedient and the Trustee shall have no liability with respect to any action taken or any instance of inaction except as a consequence of its own negligence or willful misconduct.

#### Section 10.4. Effect of Supplemental Indenture.

From and after the time any Supplemental Indenture becomes effective pursuant to this Article X, this Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties, and obligations under this Indenture of the City, the Trustee and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

#### Section 10.5. Endorsement or Replacement of Bonds Issued After Amendments.

The City may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article X shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and presentation of his Bond for that purpose at the designated office of the Trustee or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond. The City may determine that new Bonds, so modified as in the opinion of the City is necessary to conform to such Owners' action, shall be prepared, executed, and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the designated office of the Trustee without cost to any Owner, for Bonds then Outstanding, upon surrender of such Bonds.

Section 10.6. Amendatory Endorsement of Bonds.

The provisions of this Article X shall not prevent any Owner from accepting any amendment as to the particular Bonds held by such Owner, provided that due notation thereof is made on such Bonds.

Section 10.7. Waiver of Default.

Subject to the second and third sentences of Section 10.1 above, with the written consent of the Owners of more than fifty percent (50%) in aggregate principal amount of the Bonds then Outstanding, the Owners may waive compliance by the City with certain past defaults under the Indenture and their consequences. Any such consent shall be conclusive and binding upon the Owners and upon all future Owners. For the avoidance of doubt, any waiver given pursuant to this Section shall be subject to Section 11.5 below.

Section 10.8. Execution of Supplemental Indenture.

In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee shall receive, and shall be fully protected in relying upon, an opinion of Bond Counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee’s own rights, duties and immunities under this Indenture or otherwise.

No such amendment shall modify any of the rights or obligations of the Trustee without its written consent. In executing or accepting any Supplemental Indenture, the Trustee shall be fully protected in relying upon an opinion of qualified counsel addressed and delivered to the Trustee stating that (a) the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture, (b) the execution and delivery of will not adversely affect the exclusion from federal gross income of the interest on the Bonds, and (c) such Supplemental Indenture will, upon the execution and delivery thereof, to be a valid and binding obligation of the City.

ARTICLE XI  
DEFAULT AND REMEDIES

Section 11.1. Events of Default.

Each of the following occurrences or events shall be and is hereby declared to be an “Event of Default,” to wit:

- (i) The failure of the City to deposit the Pledged Revenues to the Pledged Revenue Fund;
- (ii) The failure of the City to enforce the collection of the Assessments including the prosecution of foreclosure proceedings;



(iii) The failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; and

(iv) Default in the performance or observance of any other covenant, agreement or obligation of the City under this Indenture and the continuation thereof for a period of ninety (90) days after written notice to the City by the Trustee, or by the Owners of a Quarter in Interest of the Bonds with a copy to the Trustee, specifying such default by the Owners of a Quarter in Interest of the Bonds requesting that the failure be remedied.

Section 11.2. Immediate Remedies for Default.

(a) Subject to Article VIII, upon the happening and continuance of any one or more of the Events of Default described in Section 11.1, the Trustee may, and at the written direction of the Owners of a Quarter in Interest of the Bonds and its receipt of indemnity satisfactory to it shall, proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by this Indenture or by Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained herein, or injunction; provided, however, that any action for money damages against the City shall be limited in recovery to the assets of the Trust Estate, including the Pledged Revenues and Pledged Funds. The Trustee retains the right to obtain the advice of counsel in its exercise of remedies for default.

(b) THE PRINCIPAL OF THE BONDS SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

(c) If the assets of the Trust Estate are sufficient to pay all amounts due with respect to all Outstanding Bonds, in the selection of Trust Estate assets to be used in the payment of Bonds due under this Article, the City shall determine, in its absolute discretion, and shall instruct the Trustee by City Certificate, which Trust Estate assets shall be applied to such payment and shall not be liable to any Owner or other Person by reason of such selection and application; provided, however, the City Certificate shall account and provide for payment in full of all amounts then due under this Indenture, including but not limited to full payment of principal and interest due and payable on bonds similarly secured. In the event that the City shall fail to deliver to the Trustee such City Certificate, the Trustee shall select and liquidate or sell Trust Estate assets as provided in the following paragraph, and shall not be liable to any Owner, or other Person, or the City by reason of such selection, liquidation or sale. The Trustee shall have no liability for its selection of Trust Estate assets to liquidate or sell.

(d) Whenever moneys are to be applied pursuant to this Article XI, irrespective of and whether other remedies authorized under this Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms as the Trustee may deem appropriate and as may be required by law and apply the proceeds thereof in

accordance with the provisions of this Section. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the City, and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the City shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the judgment of the Trustee, proper for the purpose which may be designated in such request.

Section 11.3. Restriction on Owner's Action.

(a) No Owner shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust thereof or any other remedy hereunder, unless (i) a default has occurred and is continuing of which the Trustee has been notified in writing, (ii) such default has become an Event of Default and the Owners of a Quarter in Interest of the Bonds have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (iii) the Owners have furnished to the Trustee indemnity as provided in Section 9.2 herein, (iv) the Trustee has for sixty (60) days after such notice failed or refused to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name, (v) no written direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Owners of a majority of the aggregate principal amount of the Bonds then Outstanding, and (vi) notice of such action, suit, or proceeding is given to the Trustee in writing; however, all proceedings at law or in equity shall be instituted and maintained in the manner provided herein and for the equal benefit of the Owners of all Bonds then Outstanding. The notification, request and furnishing of indemnity set forth above shall, at the option of the Trustee as advised by counsel, be conditions precedent to the execution of the powers and trusts of this Indenture and to any action or cause of action for the enforcement of this Indenture or for any other remedy hereunder.

b) Subject to Article VIII, nothing in this Indenture shall affect or impair the right of any Owner to enforce, payment of any Bond at and after the maturity thereof, or on the date fixed for redemption or the obligation of the City to pay each Bond issued hereunder to the respective Owners thereof at the time and place, from the source and in the manner expressed herein and in the Bonds.

(c) In case the Trustee or any Owners shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Owners, then and in every such case the City, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 11.4. Application of Revenues and Other Moneys After Default.

(a) All moneys, securities, funds and Pledged Revenues, Pledged Funds, or other assets of the Trust Estate and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including its counsel fees, costs, and expenses), liabilities, and advances incurred or made by the Trustee and the fees of the Trustee in carrying out this Indenture, during the continuance of an Event of Default, notwithstanding Section 11.2 hereof, shall be applied by the Trustee, on behalf of the City, to the payment of interest and principal or Redemption Price then due on Bonds, as follows:

FIRST: To the payment to the Owners entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the Owners entitled thereto, without any discrimination or preference; and

SECOND: To the payment to the Owners entitled thereto of the unpaid principal of Outstanding Bonds, or Redemption Price of any Bonds which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal or Redemption Price due and to the Owners entitled thereto, without any discrimination or preference.

Within ten (10) days of receipt of such good and available funds, the Trustee may fix a record and payment date for any payment to be made to Owners pursuant to this Section 11.4.

(b) In the event funds are not adequate to cure any of the Events of Default described in Section 11.1, the available funds shall be allocated to the Bonds that are Outstanding in proportion to the quantity of Bonds that are currently due and in default under the terms of this Indenture.

(c) The restoration of the City to its prior position after any and all defaults have been cured, as provided in Section 11.3, shall not extend to or affect any subsequent default under this Indenture or impair any right consequent thereon.

Section 11.5. Effect of Waiver.

No delay or omission of the Trustee, or any Owner, to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given to the Trustee or the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient.

The Trustee, if previously directed in writing by Owners of a Quarter in Interest of the Bonds, shall waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest, if any, on the Bonds.

Section 11.6. Evidence of Ownership of Bonds.

(a) Any request, consent, revocation of consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners of Bonds may be in one or more instruments of similar tenor and shall be signed or executed by such Owners in person or by their attorneys duly appointed in writing. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, or the holding by any Person of the Bonds shall be sufficient for any purpose of this Indenture (except as otherwise herein expressly provided) if made in the following manner:

(i) The fact and date of the execution of such instruments by any Owner of Bonds or the duly appointed attorney authorized to act on behalf of such Owner may be provided by a guarantee of the signature thereon by a bank or trust company or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the Person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guarantee, certificate, or affidavit shall also constitute sufficient proof of his authority.

(ii) The ownership of Bonds and the amount, numbers and other identification and date of holding the same shall be proved by the Register.

(b) Except as otherwise provided in this Indenture with respect to revocation of a consent, any request or consent by an Owner of Bonds shall bind all future Owners of the same Bonds in respect of anything done or suffered to be done by the City or the Trustee in accordance therewith.

Section 11.7. No Acceleration.

In the event of the occurrence of an Event of Default under Section 11.1 hereof, the right of acceleration of any Stated Maturity is not granted as a remedy hereunder and the right of acceleration under this Indenture is expressly denied.

Section 11.8. Mailing of Notice.

Any provision in this Article for the mailing of a notice or other document to Owners shall be fully complied with if it is mailed, first class postage prepaid, only to each Owner at the address appearing upon the Register.

Section 11.9. Exclusion of Bonds.

Bonds owned or held by or for the account of the City shall be promptly delivered to the Trustee and cancelled. Such Bonds will not be deemed Outstanding for any purpose, including without limitation, the purpose of consent or other action or any calculation of Outstanding Bonds provided for in this Indenture, and the City shall not be entitled with respect to such Bonds to give any consent or take any other action provided for in this Indenture.

Section 11.10. Remedies Not Exclusive.

No remedy herein conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity, by statute or by contract.

Section 11.11. Direction by Owners.

Anything herein to the contrary notwithstanding, the Owners of a Quarter in Interest of the Bonds shall have the right by an instrument in writing executed and delivered to the Trustee, to direct the choice of remedies and the time, method and place of conducting any proceeding for any remedy available to the Trustee hereunder, under each Supplemental Indenture or otherwise, or exercising any trust or power conferred upon the Trustee, including the power to direct or withhold directions with respect to any remedy available to the Trustee or the Owners, provided, (i) such direction shall not be otherwise than in accordance with law and the provisions hereof, (ii) that the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction, (iii) that the Trustee may still require satisfactory indemnity prior to taking such action, and (iv) that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unjustly prejudicial to Owners not parties to such direction.

ARTICLE XII  
GENERAL COVENANTS AND REPRESENTATIONS

Section 12.1 Representations as to Trust Estate.

(a) The City represents and warrants that it is authorized by Applicable Laws to authorize and issue the Bonds, to execute and deliver this Indenture and to pledge the Trust Estate in the manner and to the extent provided in this Indenture, and that the Trust Estate are and will be and remain free and clear of any pledge, lien, charge, or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and lien created in or authorized by this Indenture except as expressly provided herein.

(b) The City shall at all times, to the extent permitted by Applicable Laws, defend, preserve and protect the pledge of the Trust Estate and all the rights of the Owners and the Trustee, under this Indenture against all claims and demands of all Persons whomsoever.

(c) The City will take all steps reasonably necessary and appropriate, and will direct the Trustee to take all steps reasonably necessary and appropriate, to collect all delinquencies in the collection of the Major Improvement Area Assessments and any other amounts pledged to the payment of the Bonds to the fullest extent permitted by the PID Act and other Applicable Laws.

(d) To the extent permitted by law, statements for the Annual Installments shall be sent by, or on behalf of the City, to the affected property owners on the same statement or such other mechanism that is used by the City, so that such Annual Installments are collected simultaneously with ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City.

Section 12.2. Accounts, Periodic Reports and Certificates.

The Trustee shall keep or cause to be kept proper books of records and accounts (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Funds and Accounts established by this Indenture, and which shall at all times be subject to inspection by the City during the Trustee's regular business hours and each Owner or their representatives duly authorized in writing providing reasonable notice to the Trustee.

Section 12.3. General.

The City shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under the provisions of this Indenture.

Section 12.4. Texas Government Code Sections 2271.02 and 2274.002.

The Indenture has a value of less than \$100,000 and that the provisions required by Sections 2271.002 and 2274.002 of the Texas Government Code for contracts having a value of at least \$100,000 are not required in this Indenture

Section 12.5. No Terrorist Organization.

The Trustee represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended, and posted on any of the following pages of such officer's Internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made to solely to comply with Section 2252.152, Texas Government Code, as amended, and to the extent such section does not contravene applicable State or federal law and excludes the Trustee and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Trustee understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Trustee and exists to make a profit.

ARTICLE XIII  
SPECIAL COVENANTS

Section 13.1. Further Assurances; Due Performance.

(a) At any and all times the City will duly execute, acknowledge and deliver, or will cause to be done, executed and delivered, all and every such further acts, conveyances, transfers,

and assurances in a manner as the Trustee shall reasonably require for better conveying, transferring, pledging, and confirming unto the Trustee, all and singular, the revenues, Funds, Accounts and properties constituting the Pledged Funds, and the Trust Estate hereby transferred and pledged, or intended so to be transferred and pledged.

(b) The City will duly and punctually keep, observe and perform each and every term, covenant and condition on its part to be kept, observed and performed, contained in this Indenture.

### Section 13.2 Additional Obligations or Other Liens; Refunding Bonds.

(a) The City reserves the right, subject to the provisions contained in this Section 13.2, to issue Additional Obligations under other indentures, assessment ordinances, or similar agreements or other obligations which do not constitute or create a lien on the Trust Estate and are not payable from the Trust Estate.

(b) Other than Refunding Bonds issued to refund all or a portion of the Bonds, the City will not create or voluntarily permit to be created any debt, lien or charge on any portion of the Trust Estate, and will not cause or allow any matter or things whatsoever whereby the lien of this Indenture or the priority hereof might or could be lost or impaired; and further covenants that it will pay or cause to be paid or will make adequate provisions for the satisfaction and discharge of all lawful claims and demands which if unpaid might by law be given precedence over or any equality with this Indenture as a lien or charge upon the Trust Estate; provided, however, that nothing in this Section shall require the City to apply, discharge, or make provision for any such lien, charge, claim, or demand so long as the validity thereof shall be contested by it in good faith, unless thereby, in the opinion of Bond Counsel or counsel to the Trustee, the same would endanger the security for the Bonds.

### Section 13.3. Books of Record.

(a) The City shall cause to be kept full and proper books of record and accounts, in which full, true and proper entries will be made of all dealing, business and affairs of the City, which relate to the Pledged Revenues, the Pledged Funds, and the Bonds.

(b) The Trustee shall have no responsibility with respect to the financial and other information received by it pursuant to this Section 13.3 except to receive and retain same, subject to the Trustee's document retention policies, and to distribute the same in accordance with the provisions of this Indenture. Specifically, but without limitation, the Trustee shall have no duty to review such information, is not considered to have notice of the contents of such information or a default based on such contents and has no duty to verify the accuracy of such information.

ARTICLE XIV  
PAYMENT AND CANCELLATION OF THE BONDS AND  
SATISFACTION OF THE INDENTURE

Section 14.1. Trust Irrevocable.

The trust created by the terms and provisions of this Indenture is irrevocable until the Bonds secured hereby are fully paid or provision is made for their payment as provided in this Article.

Section 14.2. Satisfaction of Indenture.

If the City shall pay or cause to be paid, or there shall otherwise be paid to the Owners, principal of and interest on all of the Bonds, at the times and in the manner stipulated in this Indenture, and all amounts due and owing with respect to the Bonds have been paid or provided for, then the pledge of the Trust Estate and all covenants, agreements, and other obligations of the City to the Owners of such Bonds, shall thereupon cease, terminate, and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the City copies of all such documents as it may have evidencing that principal of and interest on all of the Bonds has been paid so that the City may determine if the Indenture is satisfied; if so, the Trustee shall pay over or deliver all moneys held by it in the Funds and Accounts held hereunder to the Person entitled to receive such amounts, or, if no Person is entitled to receive such amounts, then to the City.

Section 14.3. Bonds Deemed Paid.

All Outstanding Bonds shall prior to the Stated Maturity or redemption date thereof be deemed to have been paid and to no longer be deemed Outstanding if (i) in case any such Bonds are to be redeemed on any date prior to their Stated Maturity, the Trustee shall have given notice of redemption on said date as provided herein, (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Defeasance Securities the principal of and the interest on which when due will provide moneys which, together with any moneys deposited with the Trustee at the same time, shall be sufficient to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, (iii) the Trustee shall have received a report by an independent certified public accountant selected by the City verifying the sufficiency of the moneys or Defeasance Securities deposited with the Trustee to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, (iv) if the Bonds are then rated, the Trustee shall have received written confirmation from each Rating Agency that such deposit will not result in the reduction or withdrawal of the rating on the Bonds, and (v) the Trustee shall have received an opinion of Bond Counsel to the effect that (A) any Bond having been deemed to have been paid as provided in this Section is no longer Outstanding hereunder and is no longer secured by or entitled to the benefits of this Indenture, (B) such defeasance is in accordance with the terms hereof and (C) such defeasance will not adversely affect the exclusion of interest on such Bond from gross income for purposes of federal income taxation. Neither Defeasance Securities nor moneys deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in



trust for, the payment of the principal of and interest on the Bonds. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall be reinvested in Defeasance Securities as directed in writing by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds on and prior to such redemption date or maturity date thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

## ARTICLE XV MISCELLANEOUS

### Section 15.1. Benefits of Indenture Limited to Parties.

Nothing in this Indenture, expressed or implied, is intended to give to any Person other than the City, the Trustee and the Owners, any right, remedy, or claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Trustee.

### Section 15.2. Successor is Deemed Included in All References to Predecessor.

Whenever in this Indenture or any Supplemental Indenture either the City or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

### Section 15.3. Execution of Documents and Proof of Ownership by Owners.

Any request, declaration, or other instrument which this Indenture may require or permit to be executed by Owners may be in one or more instruments of similar tenor and shall be executed by Owners in person or by their attorneys duly appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, declaration, or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the Person signing such request, declaration, or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number, and date of holding the same shall be proved by the Register.

Any request, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Trustee in good faith and in accordance therewith.

Section 15.4. Waiver of Personal Liability.

No member, officer, agent, or employee of the City shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds; but nothing herein contained shall relieve any such member, officer, agent, or employee from the performance of any official duty provided by law.

Section 15.5. Notices to and Demands on City and Trustee.

(a) Except as otherwise expressly provided in this Indenture, all notices or other instruments required or permitted under this Indenture, including any City Certificate, shall be in writing and shall be delivered by hand, mailed by first class mail, postage prepaid, or transmitted by facsimile or e-mail and addressed as follows:

If to the City:	City of Manor, Texas 105 E. Eggleston Street P.O. Box 387 Manor, Texas 78653 Attn: City Manager Fax No.: 512.272.8792 Email: <a href="mailto:smoore@manortx.gov">smoore@manortx.gov</a>
With copy to:	The Knight Law Firm, LLP Attn: Veronica Rivera, City Attorney 223 West Anderson Lane, Suite A-105 Austin, Texas 78752 Fax No.: 512.922.3004 Email: <a href="mailto:vrivera@cityattorneytexas.com">vrivera@cityattorneytexas.com</a>
If to the Trustee or the Paying Agent/Registrar:	UMB Bank, N.A. Attn: Robert Rodriguez 6034 Courtyard Dr., Ste. 370 Austin, Texas 78730 Fax No.: 512.582.5855 Email: <a href="mailto:Robert.Rodriguez@umb.com">Robert.Rodriguez@umb.com</a>

Any such notice, demand, or request may also be transmitted to the appropriate party by telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

Any of such addresses may be changed at any time upon written notice of such change given to the other party by the party effecting the change. Notices and consents given by mail in accordance with this Section shall be deemed to have been given five Business Days after the date of dispatch; notices and consents given by any other means shall be deemed to have been given when received.

(b) The Trustee shall mail to each Owner of a Bond notice of (i) any substitution of the Trustee; or (ii) the redemption or defeasance of all Bonds Outstanding.

(c) The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods; provided, however, that the City shall provide to the Trustee an incumbency certificate listing designated persons authorized to provide such instructions, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the City elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method), the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

(d) The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

#### Section 15.6. Partial Invalidity.

If any Section, paragraph, sentence, clause, or phrase of this Indenture shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Indenture. The City hereby declares that it would have adopted this Indenture and each and every other Section, paragraph, sentence, clause, or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid, or unenforceable.

#### Section 15.7. Applicable Laws.

This Indenture shall be governed by and enforced in accordance with the laws of the State of Texas applicable to contracts made and performed in the State of Texas.

#### Section 15.8. Counterparts.

This Indenture may be executed in counterparts, each of which shall be deemed an original.

*[remainder of page left blank intentionally]*

IN WITNESS WHEREOF, the City and the Trustee have caused this Indenture of Trust to be executed all as of the date hereof.

CITY OF MANOR, TEXAS

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Secretary

[CITY SEAL]

UMB BANK, N.A.,  
as Trustee

By: \_\_\_\_\_  
Authorized Officer

**EXHIBIT A**

(a) Form of Bond.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE CITY, OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION OR AGENCY THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

REGISTERED

REGISTERED

No. \_\_\_\_\_

\$ \_\_\_\_\_

United States of America  
State of Texas

CITY OF MANOR, TEXAS  
SPECIAL ASSESSMENT REVENUE BOND, SERIES 2023  
(MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT  
IMPROVEMENT AREA #3 PROJECT)

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF DELIVERY</u>	<u>CUSIP NUMBER</u>
_____ %	September 15, 20__	_____	_____

The City of Manor, Texas (the “City”), for value received, hereby promises to pay, solely from the Trust Estate, to

\_\_\_\_\_

or registered assigns, on the Maturity Date, as specified above, the sum of

\_\_\_\_\_ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the Date of Delivery, as specified above, or the most recent Interest Payment Date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid

semiannually on March 15 and September 15 of each year, commencing March 15, 2024, until maturity or prior redemption.

Capitalized terms appearing herein that are defined terms in the Indenture defined below, have the meanings assigned to them in the Indenture. Reference is made to the Indenture for such definitions and for all other purposes.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in Austin, Texas (the “*Designated Payment/Transfer Office*”), of UMB Bank, N.A., as trustee and paying agent/registrars (the “*Trustee*”, which term includes any successor trustee under the Indenture), or, with respect to a successor trustee and paying agent/registrars, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the Interest Payment Date, mailed by the Trustee to the registered owner at the address shown on the registration books kept by the Trustee or by such other customary banking arrangements acceptable to the Trustee, requested by, and at the risk and expense of, the Person to whom interest is to be paid. For the purpose of the payment of interest on this Bond, the registered owner shall be the Person in whose name this Bond is registered at the close of business on the “*Record Date*,” which shall be the last calendar day of the month next preceding such Interest Payment Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, that continues for 30 days or more thereafter, a new record date for such interest payment (a “*Special Record Date*”) will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the “*Special Payment Date*,” which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of a duly authorized issue of assessment revenue bonds of the City having the designation specified in its title (herein referred to as the “*Bonds*”), dated \_\_\_\_\_, 2023 and issued in the aggregate principal amount of \$\_\_\_\_\_,000 and issued, with the limitations described herein, pursuant to an Indenture of Trust, dated as of June 1, 2023 (the “*Indenture*”), by and between the City and the Trustee, to which Indenture reference is hereby made for a description of the amounts thereby pledged and assigned, the nature and extent of the lien and security, the respective rights thereunder to the holders of the Bonds, the Trustee, and the City, and the terms upon which the Bonds are, and are to be, authenticated and delivered and by this reference to the terms of which each holder of this Bond hereby consents. All Bonds issued under the Indenture are equally and ratably secured by the amounts thereby pledged and assigned. The Bonds are being issued for the purposes of (i) paying a portion of the Actual Costs of the Improvement Area #3 Improvements, (ii) funding a reserve account for payment of principal and interest on the

Bonds, (iii) paying a portion of the Actual Costs incidental to the organization and administration of the District, and (iv) paying costs of issuance of the Bonds.

The Bonds are limited obligations of the City payable solely from the Trust Estate as defined in the Indenture. Reference is hereby made to the Indenture, copies of which are on file with and available upon request from the Trustee, for the provisions, among others, with respect to the nature and extent of the duties and obligations of the City, the Trustee and the Owners. The Owner of this Bond, by the acceptance hereof, is deemed to have agreed and consented to the terms, conditions and provisions of the Indenture.

Notwithstanding any provision hereof, the Indenture may be released and the obligation of the City to make money available to pay this Bond may be defeased by the deposit of money and/or certain direct or indirect Defeasance Securities sufficient for such purpose as described in the Indenture.

The Bonds are issuable as fully registered bonds only in Authorized Denominations, subject to the provisions of the Indenture authorizing redemption in Authorized Denominations.

The Bonds are subject to mandatory sinking fund redemption prior to their respective Stated Maturities and will be redeemed by the City in part at a price equal to 100% of the principal amount thereof, or portions thereof, to be redeemed plus accrued interest thereon to the date set for redemption (the "Redemption Price") from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI of the Indenture, on the dates and in the Sinking Fund Installment amounts as set forth in the following schedule:

[INSERT SCHEDULES FROM SECTION 4.2]

At least forty-five (45) days prior to each scheduled mandatory redemption date and subject to any prior reduction authorized by this Indenture, the Trustee shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Bonds equal to the aggregate principal amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in the Indenture.

The principal amount of Bonds of a Stated Maturity required to be redeemed on any mandatory sinking fund redemption date shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least 45 days prior to the mandatory sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

The Sinking Fund Installments of Bonds required to be redeemed on any mandatory sinking fund redemption date shall be reduced in integral multiples of \$5,000 by any portion of such Bonds, which, at least 45 days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions in Sections 4.3 and 4.4, respectively, of the Indenture, and not previously credited to a mandatory sinking fund redemption, as follows:

(i) if the Bonds to be redeemed are selected in accordance with the 10% or Greater Manner (as defined and described below), the Sinking Fund Installment of Bonds of a Stated Maturity required to be redeemed for each mandatory sinking fund redemption date shall be reduced by the principal amount called for redemption and allocated to such Bond on a pro rata basis among the scheduled Sinking Fund Installments to be mandatorily redeemed on the mandatory sinking fund redemption dates; or

(ii) if the Bonds to be redeemed are selected in accordance with the Less Than 10% Manner (as defined and described below), the Sinking Fund Installment of Bonds of a Stated Maturity required to be redeemed for each mandatory sinking fund redemption date shall be reduced by the principal amount called for redemption and allocated to such Bond in the inverse order of mandatory sinking fund redemption dates.

The City reserves the right and option to redeem the Bonds before their scheduled maturity dates, in whole or in part, in amounts equal to Authorized Denominations, on or after September 15, 20\_\_\_, such redemption date or dates to be fixed by the City, at the Redemption Price.

Bonds are subject to extraordinary optional redemption prior to maturity in whole or in part, on any day of any month, at the Redemption Price from amounts on deposit in the Redemption Fund as a result of Prepayments, other transfers to the Redemption Fund pursuant to the Indenture, or as a result of unexpended amounts transferred from the Project Fund as provided in the Indenture.

If less than all of the Bonds are called for optional redemption or extraordinary optional redemption pursuant to Sections 4.3 and 4.4 of the Indenture, the Bonds or portion of a Bond of any one maturity to be redeemed shall be selected in the following manner:

(a) If the principal amount called for redemption is greater than or equal to ten percent (10%) of the original aggregate principal amount of the Bonds, the principal amount called for redemption shall be allocated on a pro rata basis among all Outstanding Bonds and a portion of all Outstanding Bonds shall be redeemed in the principal amount allocated to such Bond (the “10% or Greater Manner”); and

(b) If the principal amount called for redemption is less than ten percent (10%) of the original aggregate principal amount of the Bonds, the Outstanding Bonds shall be redeemed in inverse order of maturity (the “Less Than 10% Manner”).

Bonds may be redeemed in minimum principal amounts of \$5,000 or any integral thereof. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by \$5,000.

A portion of an Outstanding Bond of any one maturity may be redeemed, but only in a principal amount equal to \$5,000 or any integral thereof. If a portion of an Outstanding Bond of a maturity is selected for redemption pursuant to the Indenture, the Trustee shall select the Outstanding Bonds of such maturity to be redeemed by lot or in any manner deemed fair by the Trustee. The Trustee shall treat each \$5,000 portion of such Bond as though it were a single Bond



for purposes of selection for redemption. No redemption shall result in a Bond in a denomination of less than an Authorized Denomination; provided, however, if the amount of Outstanding Bonds is less than an Authorized Denomination after giving effect to such partial redemption, a Bond in the principal amount equal to the unredeemed portion, but not less than \$5,000, may be issued.

Upon surrender of any Bond for redemption in part, the Trustee in accordance with the Indenture, shall authenticate and deliver and exchange the Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, which shall be an Authorized Denomination. A new Bond representing the unredeemed balance of such Bond shall be issued to the Owner thereof, such exchange being without charge. If any Bonds are to be redeemed and such redemption results in the unredeemed portion of a single Bond in an amount less than the Authorized Denomination, a Bond in the principal amount equal to the unredeemed portion, but not less than \$5,000, may be issued.

The Trustee shall give notice of any redemption of the Bonds by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown on the Register. The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed. Any notice so given shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the City and the rights of the holders of Bonds under the Indenture at any time Outstanding affected by such modification. The Indenture also contains provisions permitting the holders of specified percentages in aggregate principal amount of the Bonds at the time Outstanding, on behalf of the holders of all the Bonds, to waive compliance by the City with certain past defaults under the Bond Ordinance or the Indenture and their consequences. Any such consent or waiver by the holder of this Bond or any predecessor Bond evidencing the same debt shall be conclusive and binding upon such holder and upon all future holders thereof and of any Bond issued upon the transfer thereof or in exchange therefor or in lieu thereof, whether or not notation of such consent or waiver is made upon this Bond.

As provided in the Indenture, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Trustee, and upon delivery to the Trustee of such certifications and/or opinion of counsel as may be required under the Indenture for the transfer of this Bond. Upon satisfaction of such requirements, one or more new fully registered Bonds of the same Stated

Maturity, of Authorized Denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Trustee shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The City, the Trustee, and any other Person may treat the Person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the Person in whose name this Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Bond be overdue, and neither the City nor the Trustee shall be affected by notice to the contrary.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY OF MANOR, TEXAS, TRAVIS COUNTY, TEXAS, THE STATE OF TEXAS, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE BONDS.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the total indebtedness of the City, including the Bonds, does not exceed any Constitutional or statutory limitation.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be executed under the official seal of the City.

\_\_\_\_\_  
Mayor, City of Manor, Texas

\_\_\_\_\_  
City Secretary, City of Manor, Texas  
[City Seal]

(b) Form of Comptroller's Registration Certificate.

The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
	§	
THE STATE OF TEXAS	§	

I HEREBY CERTIFY THAT there is on file and of record in my office an opinion to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this \_\_\_\_\_.

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

[SEAL]

(c) Form of Certificate of Trustee.

CERTIFICATE OF TRUSTEE

It is hereby certified that this is one of the Bonds of the series of Bonds referred to in the within mentioned Indenture.

UMB Bank, N.A.,  
Austin, Texas, as Trustee

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and zip code of transferee):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Social Security or other identifying number: \_\_\_\_\_) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Date: \_\_\_\_\_

Signature Guaranteed By:  
  
\_\_\_\_\_  
  
\_\_\_\_\_

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Trustee

Authorized Signatory

(e) The Initial Bond shall be in the form set forth in paragraphs (a), (b), (d) and (e) of this Exhibit A, except for the following alterations:

(i) immediately under the name of the Bond the heading "INTEREST RATE" and "MATURITY DATE" shall both be completed with the expression "As Shown Below," and the reference to the "CUSIP NUMBER" shall be deleted;

(ii) in the first paragraph of the Bond, the words "on the Maturity Date, as specified above, the sum of \_\_\_\_\_ DOLLARS" shall be deleted and the following will be inserted: "on September 15 in each of the years, in the principal amounts and bearing interest at the per annum rates set forth in the following schedule:

Year                      Principal Amount                      Interest Rate"

(Information to be inserted from Section 3.2(c) hereof); and

(iii) the Initial Bond shall be numbered I-1.



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APPENDIX C

FORM OF 2023 AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

# Manor Heights Public Improvement District

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PRELIMINARY AMENDED AND RESTATED SERVICE AND  
ASSESSMENT PLAN  
JUNE 7, 2023





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## INTRODUCTION

Capitalized terms used in this Amended and Restated Service and Assessment Plan shall have the meanings given to them in **Section I** unless otherwise defined in this 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 Amended and Restated Service and Assessment Plan, or an Exhibit attached to and made a part of this Amended and Restated Service and Assessment Plan for all purposes.

On November 7, 2018, the City passed and approved Resolution No. 2018-10 authorizing the creation of the District in accordance with the PID Act, which authorization was effective upon publication as required by the then-effective provisions of the PID Act. On October 7, 2020, the City authorized additional land to be included within the District pursuant to Resolution No. 2020-11. The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 602.9 acres located within the City, as described by metes and bounds on **Exhibit A-1** and depicted on **Exhibit B-1**.

On May 5<sup>th</sup>, 2021, the City Council passed and approved Ordinance No. 609 authorizing the levy of Assessments on Assessed Property within the District and approving the Original Service and Assessment Plan for the District.

On August 17<sup>th</sup>, 2022, the City Council passed and approved Ordinance No. 668 which approved the 2022 Annual Service Plan update as well as updating 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 Amended and Restated Service and Assessment Plan, which serves to amend and restate the Original Service and Assessment Plan in its entirety for the purposes of (1) levying Improvement Area #3 Assessments, (2) incorporating provisions relating to the City’s issuance of the Improvement Area #3 Bonds, and (3) updating the Assessment Roll.

The PID Act requires a Service Plan for the District. The Service Plan is contained in **Section IV**.

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

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

Improvements. The Improvement Area #1 Assessment Roll is included as **Exhibit F**. The Improvement Area #2 Assessment Roll is included as **Exhibit H**. The Improvement Area #3 Assessment Roll is included as **Exhibit J**. The Major Improvement Area Assessment Roll is included as **Exhibit L**.

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## SECTION I: DEFINITIONS

**“2022 Annual Service Plan Update”** means the 2022 Annual Service Plan Update passed and approved by the City Council on August 17<sup>th</sup>, 2022.

**“Amended and Restated Service and Assessment Plan”** means this Amended and Restated Service and Assessment Plan passed and approved by the City Council on June 7th, 2023, by Ordinance No. \_\_\_\_\_, which serves to amend and restate the Original Service and Assessment Plan in its entirety for the purposes of (1) levying the Improvement Area #3 Assessments, (2) incorporating provisions relating to the City’s issuance of the Improvement Area #3 Bonds, and (3) updating the Assessment Rolls.

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

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

**“Additional Interest Rate”** means the 0.50% additional interest charged on Assessments securing PID Bonds pursuant to Section 372.018 of the PID Act.

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

**“Annual Collection Costs”** means the actual or budgeted costs and expenses for: (1) the Administrator and City staff; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with

respect to Assessments and Annual Installments; (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (5) issuing, paying, and redeeming PID Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with this Amended and Restated Service and Assessment Plan and the Act with respect to the issuance and sale of PID Bonds, including continuing disclosure requirements; and (8) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

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

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

**“Appraisal District”** means Travis Central Appraisal District.

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

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

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

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

**“Assessment Roll”** means one or more assessment rolls for the Assessed Property within the District, as updated, modified or amended from time to time in accordance with the procedures set forth herein, and in the PID Act, including any Annual Service Plan Updates. The Improvement Area #1 Assessment Roll is included as **Exhibit F**. The Improvement Area #2 Assessment Roll is included as **Exhibit H**. The Improvement Area #3 Assessment Roll is included at **Exhibit J**. The Major Improvement Area Assessment Roll is included as **Exhibit L**.

**“Authorized Improvements”** means improvements authorized by Section 372.003 of the PID Act as described in **Section III** and **Exhibit C** and depicted on **Exhibit P**.

**“Bond Issuance Costs”** means the costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs,

publication costs, City costs, capitalized interest, reserve fund requirements, underwriter's discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

**"City"** means the City of Manor, Texas.

**"City Council"** means the governing body of the City.

**"County"** means Travis County, Texas.

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

**"Developer"** means Forestar (USA) Real Estate Group Inc., and any successor and assigns.

**"District"** means the Manor Heights Public Improvement District containing approximately 602.9 acres located within the City and shown on **Exhibit B-1** and more specifically described in **Exhibit A-1**.

**"District Formation Expenses"** means the costs associated with forming the District, including but not limited to 1st year District administration reserves, and any other cost or expense directly associated with the establishment of the District.

**"Estimated Buildout Value"** means the estimated buildout value of an Assessed Property at the time Assessments are levied, and shall be determined by the Administrator and confirmed by the City Council by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other information that may impact value.

**"Improvement Area #1"** means approximately 127.37 acres located within the District, as shown on **Exhibit B-2** and more specifically described in **Exhibit A-2**.

**"Improvement Area #1-2 Bonds"** means those certain "City of Manor, Texas, Special Assessment Revenue Bonds, Series 2021 (Manor Heights Public Improvement District Improvement Area #1-2 Project)", that are secured by Improvement Area #1 Assessments and Improvement Area #2 Assessments.

**"Improvement Area #1 Annual Installment"** means the annual installment payment of the Improvement Area #1 Assessment as calculated by the Administrator and approved by the City

Council that includes: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest.

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

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

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

**“Improvement Area #1 Improvements”** means those Authorized Improvements that only benefit Improvement Area #1, more specifically described in **Section III.B**, and which are to be financed with the proceeds of the Improvement Area #1-2 Bonds.

**“Improvement Area #1 Projects”** means the Improvement Area #1 Improvements and Improvement Area #1’s allocable share of the Major Improvements.

**“Improvement Area #2”** means approximately 91.81 acres located within the District, as shown on **Exhibit B-3** and more specifically described in **Exhibit A-3**.

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

**“Improvement Area #2 Assessed Property”** means any Parcel within Improvement Area #2 against which an Improvement Area #2 Assessment is levied.

**“Improvement Area #2 Assessment”** means an Assessment levied against Improvement Area #2 Assessed Property and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #2 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.



**“Improvement Area #2 Assessment Roll”** means the Assessment Roll for the Improvement Area #2 Assessed Property and included in this 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.

**“Improvement Area #2 Improvements”** means those Authorized Improvements that only benefit Improvement Area #2, and more specifically described in **Section III.C**, and which are to be financed with the proceeds of the Improvement Area #1-2 Bonds.

**“Improvement Area #2 Projects”** means the Improvement Area #2 Improvements and Improvement Area #2’s allocable share of the Major Improvements.

**“Improvement Area #3”** means approximately 159.04 acres located within the District, as shown on **Exhibit B-4** and more specifically described in **Exhibit A-4**.

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

**“Improvement Area #3 Assessed Property”** means any Parcel within Improvement Area #3 against which an Improvement Area #3 Assessment is levied.

**“Improvement Area #3 Assessment”** means an Assessment levied against Improvement Area #3 Assessed Property and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #3 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

**“Improvement Area #3 Assessment Roll”** means the Assessment Roll for the Improvement Area #3 Assessed Property and included in this Amended and Restated Service and Assessment Plan as **Exhibit J**, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

**“Improvement Area #3 Bonds”** means those certain “City of Manor, Texas, Special Assessment Revenue Bonds, Series 2023 (Manor Heights Public Improvement District Improvement Area #3 Project)”, that are secured by Improvement Area #3 Assessments.

**“Improvement Area #3 Condo Parcel”** means all of the area within Improvement Area #3 that is intended to be developed into 106 condominium units, consisting of tax ID 958418 as shown on **Exhibit B-6**.

**“Improvement Area #3 Improvements”** means those Authorized Improvements that only benefit Improvement Area #3, more specifically described in **Section III.D**, and which are to be financed with the proceeds of the Improvement Area #3 Bonds.

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

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

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

**“Lot Type 1”** means a Lot within Improvement Area #1 designated as a 50’ single-family residential lot by the Owner, as shown on the map attached as **Exhibit O**.

**“Lot Type 2”** means a Lot within Improvement Area #2 designated as a 50’ single-family residential lot by the Owner, as shown on the map attached as **Exhibit O**.

**“Lot Type 3”** means a Lot within Improvement Area #2 designated as a 55’ single-family residential lot by the Owner, as shown on the map attached as **Exhibit O**.

**“Lot Type 4”** means a Lot within Improvement Area #3 designated as a 50’ single-family residential lot by the Owner, as shown on the map attached as **Exhibit O**.

**“Lot Type 5”** means a Lot within Improvement Area #3 designated as a 55’ single-family residential lot by the Owner, as shown on the map attached as **Exhibit O**.

**“Lot Type 6”** means a Lot within Improvement Area #3 designated as a 60’ single-family residential lot by the Owner, as shown on the map attached as **Exhibit O**.

**“Lot Type 7”** means a Lot within Improvement Area #3 designated as a condominium residential lot by the Owner.

**“Major Improvement Area”** means approximately 383.102 acres located within the District, as shown on **Exhibit B-5** and more specifically described in **Exhibit A-8**.

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

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

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

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

**“Major Improvement Area Bonds”** means those certain “City of Manor, Texas, Special Assessment Revenue Bonds, Series 2021 (Manor Heights Public Improvement District Major Improvement Area Project).”

**“Major Improvement Area Projects”** means Major Improvement Area’s allocable share of the Major Improvements, District Formation Expenses and Bond Issuance Costs.

**“Major Improvement Area Remainder Parcel”** means all of the area within the Major Improvement Area, save and except all property within Improvement Area #3. Until a plat has been recorded on a property ID within the Major Improvement Area Remainder Parcel, the Major Improvement Area Annual Installment will be allocated to each property ID within the Major Improvement Area Remainder Parcel based on the Travis Central Appraisal District acreage for billing purposes only.

**“Major Improvements”** means the improvements and associated soft costs that benefit the entire District, and are more specifically described in **Section III.A.**

**“Maximum Assessment”** means, for each Lot within Improvement Area #1, Improvement Area #2 and Improvement Area #3, the amount shown for each Lot Type on **Exhibit N.** The Maximum Assessment shall be reduced annually by the principal portion of the Annual Installment.

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

**“Original Service and Assessment Plan”** means the Service and Assessment Plan passed and approved by City Council on May 5<sup>th</sup>, 2021, by Ordinance No. 609, which levied Assessments on Assessed Property within the District and approved the Assessment Roll.

**“Owner”** means either Forestar (USA) Real Estate Group Inc., RHOF, LLC or Continental Homes of Texas, L.P. and any successor and assigns.

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

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

**“PID Bonds”** means bonds issued by the City to finance the Actual Costs of the Authorized Improvements including the Improvement Area #1-2 Bonds, the Improvement Area #3 Bonds, and the Major Improvement Area Bonds.

**“Phase 2 Section 1B Final Plat”** means the platted property contained within the Manor Heights Phase 2, Section 1B Final Plat attached hereto as **Exhibit A-5.**

**“Phase 3 Section 1 Final Plat”** means the platted property contained within the Manor Heights Phase 3, Section 1 Final Plat attached hereto as **Exhibit A-6.**

**“Phase 3 Section 2 Final Plat”** means the platted property contained within the Manor Heights Phase 3, Section 2 Final Plat attached hereto as **Exhibit A-7.**

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

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

**“Property ID”** means a unique number assigned to each Parcel by the Appraisal District.

**“Service and Assessment Plan”** means any Service and Assessment Plan as amended, modified and updated from time to time.

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

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

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## SECTION II: THE DISTRICT

The District includes approximately 602.9 contiguous acres located within the corporate limits of the City, as more particularly described by metes and bounds on **Exhibit A-1** and depicted on **Exhibit B-1**. Development of the District is anticipated to include approximately 1,256 single-family units, 404 condos, 68,999 square feet of office space, 17,250 square feet of restaurant space and 150,935 square feet of retail space.

Improvement Area #1 includes approximately 127.37 acres located within the District, as more particularly described by metes and bounds on **Exhibit A-2** and depicted on **Exhibit B-2**. Development of Improvement Area #1 is anticipated to include approximately 264 single-family units.

Improvement Area #2 includes approximately 91.81 acres located within the District, as more particularly described by metes and bounds on **Exhibit A-3** and depicted on **Exhibit B-3**. Development of Improvement Area #2 is anticipated to include approximately 251 single-family units.

Improvement Area #3 includes approximately 159.04 acres located within the District, as more particularly described by metes and bounds on **Exhibit A-4** and depicted on **Exhibit B-4**. Development of Improvement Area #3 is anticipated to include approximately 285 single-family units and 106 condos.

The Major Improvement Area includes approximately 383.102 acres located within the District, as more particularly described by metes and bounds on **Exhibit A-8** and depicted on **Exhibit B-5**. Development of the Major Improvement Area is anticipated to include approximately 741 single-family units, 404 condos, 68,999 square feet of office space, 17,250 square feet of restaurant space and 150,935 square feet of retail space.

## SECTION III: AUTHORIZED IMPROVEMENTS

The City Council, based on information provided by the Owner and their engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the Major Improvements, the Improvement Area #1 Improvements, the Improvement Area #2 Improvements, the Improvement Area #3 Improvements, and District Formation Expenses and Bond Issuance Costs are Authorized Improvements and confer a special benefit on the Assessed Property. The budget for the Authorized Improvements is shown on **Exhibit C**, and maps depicting the Authorized Improvements are shown on **Exhibit P**.

## A. Major Improvements

- *Wastewater Treatment Plant Phase 1*

Improvements designed and constructed in accordance with 30 TAC Chapter 217 Rules with a nominal treatment capacity of 200,000 gallons per day.

- *Roadway*

Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways part of the MAD4 collector roads. All related earthwork, excavation, erosion control, demolition and paving are included.

- *Kimbro ROW Acquisition*

Improvements including easements needed for relocating the existing Manville water line conflicting with Old Kimbro Road widening.

- *Soft Costs*

Estimated to be 15% of above-described hard costs, inclusive of a 4% construction management fee.

## B. Improvement Area #1 Improvements

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide water service to each Lot within Improvement Area #1.

- *Wastewater*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide wastewater service to each Lot within Improvement Area #1.

- *Drainage*

Improvements including trench excavation and embedment, trench safety, reinforced concrete pipe, manholes, storm outfalls, storm drain inlets, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to ensure proper drainage of the public roadways within Improvement Area #1.

- *Roadway*

Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways, testing, handicapped ramps, and street lights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included to provide roads to each Lot within Improvement Area #1.

- *Trails*

Improvements include approximately 5' wide crushed granite trails along the proposed public parkland to be dedicated to the City.

- *Soft Costs*

Include costs associated with engineering and design of Improvement Area #1 Improvements including permits, fees and fiscals.

### **C. Improvement Area #2 Improvements**

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide water service to each Lot within Improvement Area #2.

- *Wastewater*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide wastewater service to each Lot within Improvement Area #2.

- *Drainage*

Improvements including trench excavation and embedment, trench safety, reinforced concrete pipe, manholes, storm outfalls, storm drain inlets, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to ensure proper drainage of the public roadways within Improvement Area #2.

- *Roadway*

Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways, testing, handicapped ramps, and street lights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included to provide roads to each Lot within Improvement Area #2.



- *Soft Costs*

Include costs associated with engineering and design of Improvement Area #2 Improvements including permits, fees and fiscals.

#### **D. Improvement Area #3 Improvements**

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide water service to each Lot within Improvement Area #3.

- *Wastewater*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide wastewater service to each Lot within Improvement Area #3.

- *Drainage*

Improvements including trench excavation and embedment, trench safety, reinforced concrete pipe, manholes, storm outfalls, storm drain inlets, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to ensure proper drainage of the public roadways within Improvement Area #3.

- *Roadway*

Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for sidewalks and high modulus mixtures for roadways, testing, handicapped ramps, and street lights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included to provide roads to each Lot within Improvement Area #3.

- *Soft Costs*

Include costs associated with engineering and design of Improvement Area #3 Improvements including permits, fees and fiscals.

#### **E. Bond Issuance Costs**

- *Debt Service Reserve Fund*

Equals the amount required to fund a reserve under an applicable Indenture.

- *Capitalized Interest*

Equals the amount of capitalized interest available for payment of interest on PID Bonds as reflected in an applicable Indenture.

- *Underwriter's Discount*

Equals a percentage of the par amount of a particular series of PID Bonds and includes a fee for underwriter's counsel.

- *Cost of Issuance*

Costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

#### **F. District Formation Expenses**

Costs associated with forming the District, including but not limited to 1<sup>st</sup> year District administration reserves, and any other cost or expense directly associated with the establishment of the District.

### **SECTION IV: SERVICE PLAN**

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan must be reviewed and updated, at least annually, and approved by the City Council. **Exhibit D** summarizes the Service Plan for the District.

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

### **SECTION V: ASSESSMENT PLAN**

The PID Act allows the City Council to apportion the costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City Council, with or without regard

to improvements constructed on the property; or (3) in any other manner approved by the City Council that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance reasonable classifications and formulas for the apportionment of the cost between the municipality or the City and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

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

#### **A. Assessment Methodology**

The City Council, acting in its legislative capacity based on information provided by the Owner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the Authorized Improvements shall be allocated as follows:

- Major Improvements shall be allocated between the Major Improvement Area, Improvement Area #1, and Improvement Area #2 pro rata based on estimated buildout value, as shown on **Exhibit R**.
- The Improvement Area #1 Improvements were allocated entirely to the Improvement Area #1 Assessed Property.
- The Improvement Area #2 Improvements were allocated entirely to the Improvement Area #2 Assessed Property.
- The Improvement Area #3 Improvements are allocated entirely to the Improvement Area #3 Assessed Property.

#### **B. Assessments**

Improvement Area #1 Assessments were levied on the Improvement Area #1 Assessed Property as shown on the Improvement Area #1 Assessment Roll, attached hereto as **Exhibit F**. The projected Improvement Area #1 Annual Installments are shown on **Exhibit G**, subject to revisions made during any Annual Service Plan Update.

Improvement Area #2 Assessments were levied on the Improvement Area #2 Assessed Property as shown on the Improvement Area #2 Assessment Roll, attached hereto as **Exhibit H**. The projected Improvement Area #2 Annual Installments are shown on **Exhibit I**, subject to revisions made during any Annual Service Plan Update.

Improvement Area #3 Assessments are levied on the Improvement Area #3 Assessed Property as shown on the Improvement Area #3 Assessment Roll, attached hereto as **Exhibit J**. The projected

Improvement Area #3 Annual Installments are shown on **Exhibit K-1** and **Exhibit K-2**, subject to revisions made during any Annual Service Plan Update.

Major Improvement Area Assessments were levied on the Major Improvement Area Assessed Property as shown on the Major Improvement Area Assessment Roll, attached hereto as **Exhibit L**. The projected Major Improvement Area Annual Installments are shown on **Exhibit M**, subject to revisions made during any Annual Service Plan Update.

Upon subdivisions of the Improvement Area #3 Assessed Property by final plat, the Maximum Assessment for each Lot Type is shown on **Exhibit N**. In no case will the Assessment for any Lot Type exceed the Maximum Assessment.

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

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

- *Improvement Area #1*
  1. The costs of Improvement Area #1 Projects, District Formation Expenses and Bond Issuance Costs equal \$8,626,986, as shown on **Exhibit C**; and
  2. The Improvement Area #1 Assessed Property receives special benefit from Improvement Area #1 Projects, District Formation Expenses and Bond Issuance Costs equal to or greater than the Actual Costs of the Improvement Area #1 Projects and District Formation Expenses and Bond Issuance Costs; and
  3. The Improvement Area #1 Assessed Property was allocated 100% of the Improvement Area #1 Assessments levied on the Improvement Area #1 Assessed Property for Improvement Area #1 Projects, District Formation Expenses and Bond Issuance Costs, which equal \$3,735,156, of which \$3,644,600.92 remains outstanding, as shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit F**; and
  4. The special benefit ( $\geq$  \$8,626,986) received by the Improvement Area #1 Assessed Property from Improvement Area #1 Projects, District Formation Expenses and Bond Issuance Costs is equal to or greater than the amount of the Improvement Area #1 Assessments (\$3,735,156) levied on the Improvement Area #1 Assessed Property; and
  5. At the time the City Council approved the Assessment Ordinance levying the Improvement Area #1 Assessments, the Owner owned 100% of the Improvement Area #1 Assessed Property. The Owner acknowledged that Improvement Area #1 Projects, District Formation Expenses and Bond Issuance Costs confer a special benefit on the Improvement Area #1 Assessed Property and consented to the imposition of the Improvement Area #1 Assessments to pay for Improvement Area #1 Projects,

District Formation Expenses and Bond Issuance Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Improvement Area #1 Assessments on the Improvement Area #1 Assessed Property.

- *Improvement Area #2*

1. The costs of Improvement Area #2 Projects, District Formation Expenses and Bond Issuance Costs equal \$10,448,125, as shown on **Exhibit C**; and
2. The Improvement Area #2 Assessed Property receives special benefit from Improvement Area #2 Projects, District Formation Expenses and Bond Issuance Costs equal to or greater than the Actual Costs of the Improvement Area #2 Projects, District Formation Expenses and Bond Issuance Costs; and
3. The Improvement Area #2 Assessed Property was allocated 100% of the Improvement Area #2 Assessments levied on the Improvement Area #2 Assessed Property for Improvement Area #2 Projects, District Formation Expenses and Bond Issuance Costs, which equal \$3,569,844, of which \$3,482,683.49 remains outstanding, as shown on the Improvement Area #2 Assessment Roll attached hereto as **Exhibit H**; and
4. The special benefit ( $\geq$  \$10,448,125) received by the Improvement Area #2 Assessed Property from Improvement Area #2 Projects, District Formation Expenses and Bond Issuance Costs is equal to or greater than the amount of the Improvement Area #2 Assessments (\$3,569,844) levied on the Improvement Area #2 Assessed Property; and
5. At the time the City Council approved the Assessment Ordinance levying the Improvement Area #2 Assessments, the Owner owned 100% of the Improvement Area #2 Assessed Property. The Owner acknowledged that Improvement Area #2 Projects, District Formation Expenses and Bond Issuance Costs confer a special benefit on the Improvement Area #2 Assessed Property and consented to the imposition of the Improvement Area #2 Assessments to pay for Improvement Area #2 Projects, District Formation Expenses and Bond Issuance Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Improvement Area #2 Assessments on the Improvement Area #2 Assessed Property.

- *Improvement Area #3*
  1. The costs of Improvement Area #3 Improvements and Bond Issuance Costs equal \$11,332,194, as shown on **Exhibit C**; and
  2. The Improvement Area #3 Assessed Property receives special benefit from Improvement Area #3 Improvements and Bond Issuance Costs equal to or greater than the Actual Costs of the Improvement Area #3 Improvements and Bond Issuance Costs; and
  3. The Improvement Area #3 Assessed Property is allocated 100% of the Improvement Area #3 Assessments levied on the Improvement Area #3 Assessed Property for the Improvement Area #3 Improvements and Bond Issuance costs, which equal \$4,255,000, as shown on the Improvement Area #3 Assessment Roll attached hereto as **Exhibit J**; and
  4. The special benefit ( $\geq$  \$11,332,194) received by the Improvement Area #3 Assessed Property from Improvement Area #3 Improvements and Bond Issuance Costs is equal to or greater than the amount of the Improvement Area #3 Assessments (\$4,255,000) levied on the Improvement Area #3 Assessed Property; and
  5. At the time the City Council approved the Assessment Ordinance levying the Improvement Area #3 Assessments, the Owner owned 100% of the Improvement Area #3 Assessed Property. The Owner acknowledged that Improvement Area #3 Improvements and Bond Issuance Costs confer a special benefit on the Improvement Area #3 Assessed Property and consented to the imposition of the Improvement Area #3 Assessments to pay for the Improvement Area #3 Improvements and Bond Issuance Costs. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) this Amended and Restated Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Improvement Area #3 Assessments on the Improvement Area #3 Assessed Property.
  
- *Major Improvement Area*
  1. The costs of the Major Improvement Area Projects, District Formation Expenses and Bond Issuance Costs equal \$8,111,777, as shown on **Exhibit C**; and
  2. The Major Improvement Area Assessed Property receives special benefit from the Major Improvement Area Projects, District Formation Expenses and Bond Issuance Costs equal to or greater than the Actual Costs of the Major Improvement Area Projects, District Formation Expenses and Bond Issuance Costs; and

3. The Major Improvement Area Assessed Property was allocated 100% of the Major Improvement Area Assessments levied on the Major Improvement Area Assessed Property for the Major Improvement Area Projects, District Formation Expenses and Bond Issuance Costs, which equal \$8,080,000, of which \$7,930,000 remains outstanding, as shown on the Major Improvement Area Assessment Roll attached hereto as **Exhibit L**; and
4. The special benefit ( $\geq$  \$8,111,777) received by the Major Improvement Area Assessed Property from the Major Improvement Area Projects, District Formation Expenses and Bond Issuance Costs is equal to or greater than the amount of the Major Improvement Area Assessments (\$8,080,000) levied on the Major Improvement Area Assessed Property; and
5. At the time the City Council approved the Assessment Ordinance levying the Major Improvement Area Assessments, the Owner owned 100% of the Major Improvement Area Assessed Property. The Owner acknowledged that the Major Improvement Area Projects, District Formation Expenses and Bond Issuance Costs confers a special benefit on the Major Improvement Area Assessed Property and consented to the imposition of the Major Improvement Area Assessments to pay for the Major Improvement Area Projects, District Formation Expenses and Bond Issuance Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Major Improvement Area Assessments on the Major Improvement Area Assessed Property.

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

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

#### **E. Additional Interest**

The interest rate on Assessments levied on the Assessed Property to pay the PID Bonds may exceed the interest rate on the PID Bonds by the Additional Interest Rate. Interest at the rate of the PID Bonds and the Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture.

## SECTION VI: TERMS OF THE ASSESSMENTS

### A. Reallocation of Assessments

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

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

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

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

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

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

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

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

Upon the subdivision of any Assessed Property based on a recorded subdivision plat and a Property ID has been assigned by the Appraisal District, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots based on Estimated Buildout Value according to the following formula:

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

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot

B = the Assessment for the Parcel prior to subdivision

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

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



E= the number of Lots with same Lot Type

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

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

### *3. Upon Consolidation*

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

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

Prior to the approval of a final subdivision plat, the Administrator shall certify that the final plat will not cause the Assessment for any Lot Type to exceed the Maximum Assessment. If the subdivision of any Assessed Property by a final subdivision plat causes the Assessment per Lot for any Lot Type to exceed the applicable Maximum Assessment for such Lot Type, the Owner must partially prepay the Assessment for each Assessed Property that exceeds the applicable Maximum Assessment for such Lot Type in an amount sufficient to reduce the Assessment to the applicable Maximum Assessment for such Lot Type. The City's approval of a final subdivision plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay such Assessments.

## **C. Mandatory Prepayment of Assessments**

If Assessed Property is transferred to a person or entity that is exempt from payment of the Assessment, the owner transferring the Assessed Property shall pay to the Administrator the full

amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the transfer. If the owner of the Assessed Property causes the Assessed Property to become Non-Benefited Property, the owner causing the change in status shall pay the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the change in status.

#### **D. Reduction of Assessments**

If as a result of cost savings or an Authorized Improvement not being constructed, the Actual Costs of completed Authorized Improvements are less than the Assessments, the City Council shall reduce each Assessment on a pro-rata basis such that the sum of the resulting reduced Assessments for all Assessed Properties equals the reduced Actual Costs. Excess PID Bond proceeds shall be applied to redeem outstanding PID Bonds. The Assessments shall not, however, be reduced to an amount less than the outstanding PID Bonds.

The Administrator shall update (and submit to the City Council for review and approval as part of the next Annual Service Plan Update) the Assessment Roll and corresponding Annual Installments to reflect the reduced Assessments.

#### **E. Prepayment of Assessments**

The owner of the Assessed Property may pay, at any time, all or any part of an Assessment in accordance with the PID Act. Interest costs from the date of prepayment to the date of redemption of the applicable PID Bonds, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

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

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

## F. Prepayment as a Result of Eminent Domain Proceeding or Taking

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

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property) (the **“Remaining Property”**), following the reclassification of the Taken Property as Non-Benefited Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner of the Remaining Property will remain liable to pay in Annual Installments, or payable as otherwise provided by this Amended and Restated Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the Maximum Assessment, the owner of the Remaining Property will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed the Maximum Assessment, in which case the Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the City receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against the amount of prepayment, with any remainder credited against the assessment on the Remainder Property.

In all instances the Assessment remaining on the Remaining Property shall not exceed the Maximum Assessment.

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a \$100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefited Property and the remaining 90 acres of Remaining Property shall be subject to the \$100 Assessment, (provided that this \$100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the \$100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment on the Remaining Property by \$10, then the owner shall be required to pay \$10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to be \$90.

Notwithstanding the previous paragraphs in this subsection, if the owner of the Taken Property notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value requirement, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment to the Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirement. Said owner will remain liable to pay the Annual Installments on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this subsection, the Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirement on all outstanding PID Bonds.

### **G. Payment of Assessment in Annual Installments**

**Exhibit G** shows the projected Improvement Area #1 Annual Installments. **Exhibit I** shows the projected Improvement Area #2 Annual Installments. **Exhibit K-1** shows the projected Improvement Area #3 Annual Installments for the Improvement Area #3 Bonds. **Exhibit K-2** shows the projected Improvement Area #3 Annual Installments for the Improvement Area #3 Bonds and the allocable share of Major Improvement Area Bonds for Improvement Area #3. **Exhibit M** shows the projected Major Improvement Area Annual Installments.

Assessments that are not paid in full shall be due and payable in Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update. Until a plat has been recorded on a Parcel and a Property ID has been assigned by the Appraisal District within Improvement Area #1, Improvement Area #2, Improvement Area #3, or the Major Improvement Area, the Annual Installment will be allocated to each Property ID within the Improvement Area #1 Assessed Property, Improvement Area #2 Assessed Property, Improvement Area #3 Assessed Property, and Major Improvement Area Assessed Property, respectively, based on the Travis Central Appraisal District acreage for billing purposes only.

The Administrator shall prepare and submit to the City Council for its review and approval, with a copy provided to the Developer contemporaneously therewith, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. Annual Collection Costs shall be allocated equally among Parcels for which the Assessments remain unpaid. Annual Installments shall be collected in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes for the City. The City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the PID Act.

Sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay the non-delinquent Annual Installments as they become due and payable.

The City reserves the right to refund PID Bonds in accordance with the PID Act and the applicable Indenture. In the event of a refunding, the Administrator shall recalculate the Annual Installments so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute "PID Bonds."

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments shall be due when billed and shall be delinquent if not paid prior to February 1, 2022.

## SECTION VII: ASSESSMENT ROLL

The Improvement Area #1 Assessment Roll is attached as **Exhibit F**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Improvement Area #1 Assessment Roll and Improvement Area #1 Annual Installments for each Parcel within the Improvement Area #1 Assessed Property as part of each Annual Service Plan Update.

The Improvement Area #2 Assessment Roll is attached as **Exhibit H**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Improvement Area #2 Assessment Roll and Improvement Area #2 Annual Installments for each Parcel within the Improvement Area #2 Assessed Property as part of each Annual Service Plan Update.

The Improvement Area #3 Assessment Roll is attached as **Exhibit J**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Improvement Area #3 Assessment Roll and Improvement Area #3 Annual Installments for each Parcel within the Improvement Area #3 Assessed Property as part of each Annual Service Plan Update.

The Major Improvement Area Assessment Roll is attached as **Exhibit L**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Major Improvement Area Assessment Roll and Major Improvement Area Annual Installments for each Parcel within the Major Improvement Area Assessed Property as part of each Annual Service Plan Update.

## SECTION VIII: ADDITIONAL PROVISIONS

### A. Calculation Errors

If the owner of a Parcel claims that an error has been made in any calculation required by this 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 Amended and Restated Service and Assessment Plan, the applicable ordinance authorizing the PID Bonds, or the Indenture, or is otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

### B. Amendments

Amendments to this 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 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 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 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 Amended and Restated Service and Assessment Plan. Interpretations of this Amended and Restated Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners or developers adversely affected by the interpretation. Appeals shall be decided at a meeting of the City Council during which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the owners and developers and their successors and assigns.

#### **D. Form of Buyer Disclosure**

Per Section 5.014 of the Texas Property Code, as amended, this Amended and Restated Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the District. The buyer disclosures are attached hereto in **Exhibit V-1, Exhibit V-2, Exhibit V-3, Exhibit V-4, Exhibit V-5, Exhibit V-6 and Exhibit V-7**. Within seven days of approval by the City Council, the City shall file and record in the real property records of the County the executed ordinance approving this Amended and Restated Service and Assessment Plan, or any future Annual Service Plan Updates. The executed ordinance, including any attachments, approving this Amended and Restated Service and Assessment Plan or any future Annual Service Plan Updates shall be filed and recorded in the real property records of the County in its entirety.

#### **E. Severability**

If any provision of this Amended and Restated Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

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## LIST OF EXHIBITS

<b>Exhibit A-1</b>	District Legal Description
<b>Exhibit A-2</b>	Improvement Area #1 Legal Description
<b>Exhibit A-3</b>	Improvement Area #2 Legal Description
<b>Exhibit A-4</b>	Improvement Area #3 Legal Description
<b>Exhibit A-5</b>	Phase 2 Section 1B Final Plat
<b>Exhibit A-5</b>	Phase 3 Section 1 Final Plat
<b>Exhibit A-7</b>	Phase 3 Section 2 Final Plat
<b>Exhibit A-8</b>	Major Improvement Area Legal Description
<b>Exhibit B-1</b>	District Boundary Map
<b>Exhibit B-2</b>	Improvement Area #1 Boundary Map
<b>Exhibit B-3</b>	Improvement Area #2 Boundary Map
<b>Exhibit B-4</b>	Improvement Area #3 Boundary Map
<b>Exhibit B-5</b>	Major Improvement Area Boundary Map
<b>Exhibit B-6</b>	Improvement Area #3 Condo Parcel Map
<b>Exhibit C</b>	Authorized Improvements
<b>Exhibit D</b>	Service Plan
<b>Exhibit E</b>	Sources and Uses
<b>Exhibit F</b>	Improvement Area #1 Assessment Roll
<b>Exhibit G</b>	Improvement Area #1 Annual Installment Schedule
<b>Exhibit H</b>	Improvement Area #2 Assessment Roll
<b>Exhibit I</b>	Improvement Area #2 Annual Installment Schedule
<b>Exhibit J</b>	Improvement Area #3 Assessment Roll
<b>Exhibit K-1</b>	Improvement Area #3 Bonds Annual Installment Schedule
<b>Exhibit K-2</b>	Improvement Area #3 Total Annual Installment Schedule
<b>Exhibit L</b>	Major Improvement Area Assessment Roll
<b>Exhibit M</b>	Major Improvement Area Annual Installment Schedule
<b>Exhibit N</b>	Maximum Assessment Per Lot Type
<b>Exhibit O</b>	Lot Type Classification Maps



<b>Exhibit P</b>	Maps of Authorized Improvements
<b>Exhibit Q</b>	Notice of PID Assessment Termination
<b>Exhibit R</b>	Estimated Buildout Value for Major Improvement Area, Improvement Area #1, Improvement Area #2, and Improvement Area #3
<b>Exhibit S</b>	Improvement Area #1-2 Bond Debt Service Schedule
<b>Exhibit T</b>	Improvement Area #3 Bond Debt Service Schedule
<b>Exhibit U</b>	Major Improvement Area Bond Debt Service Schedule
<b>Exhibit V-1</b>	Lot Type 1 Buyer Disclosure
<b>Exhibit V-2</b>	Lot Type 2 Buyer Disclosure
<b>Exhibit V-3</b>	Lot Type 3 Buyer Disclosure
<b>Exhibit V-4</b>	Lot Type 4 Buyer Disclosure
<b>Exhibit V-5</b>	Lot Type 5 Buyer Disclosure
<b>Exhibit V-6</b>	Lot Type 6 Buyer Disclosure
<b>Exhibit V-7</b>	Lot Type 7 Buyer Disclosure
<b>Exhibit W</b>	Improvement Area #3 Engineering Report

## EXHIBIT A-1 – DISTRICT LEGAL DESCRIPTION

### Exhibit A The Property

90.089 ACRES OUT OF THE A.C. CALDWELL SURVEY, ABSTRACT NUMBER 154, TRAVIS COUNTY, TEXAS AND BEING THE TRACTS OF LAND CONVEYED TO RHOF, LLC, A TEXAS LIMITED LIABILITY COMPANY, PER DEED RECORDED AS DOCUMENT NO.2017194263 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

44.0347 ACRES OF LAND LOCATED IN THE A.C. CALDWELL SURVEY, ABSTRACT NUMBER 154, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN CALLED 180.83 ACRES OF LAND CONVEYED TO ALMA JUANITA MEIER, AS DESCRIBED IN VOLUME 11376, PAGE 676, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

267.972 ACRES OF LAND LOCATED IN THE LEMUEL KIMBRO SURVEY, ABSTRACT NUMBER 456 AND THE A.C. CALDWELL SURVEY, ABSTRACT NUMBER 154, TRAVIS COUNTY, TEXAS AND BEING THE SAME 267.972 ACRE TRACT OF LAND CONVEYED TO SKY VILLAGE KIMBRO ESTATES, LLC, AS DESCRIBED IN DOCUMENT NUMBER 2016214460, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

(35.626 AC) LOT 2, J.F. NAGLE ESTATES, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NO. 199900207, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, TOGETHER WITH A NON-EXCLUSIVE 60 FOOT WIDE ACCESS AND PUBLIC UTILITY EASEMENT AS CREATED AND MORE PARTICULARLY DESCRIBED IN THAT DECLARATION OF ACCESS AND PUBLIC UTILITY EASEMENT RECORDED IN DOCUMENT NO. 1999058184, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, BEING THE SAME 35.626 ACRES CONVEYED TO SKY VILLAGE KIMBRO ESTATES, LLC, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

3.469 ACRES OF LAND LOCATED IN THE LEMUEL KIMBRO SURVEY, ABSTRACT NUMBER 456, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO SKY VILLAGE KIMBRO ESTATES, LLC, AS RECORDED IN 2017157471 OF THE OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS

157.9603 ACRES OUT OF THE A.C. CALDWELL SURVEY NO.52, ABSTRACT 154 AND THE LEMUEL KIMBRO SURVEY NO.64, ABSTRACT 456, AND BEING THE TRACTS OF LAND CONVEYED TO KIMBRO ROAD ESTATES, LP PER DEED RECORDED AS DOCUMENT NO.201780865 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

**A METES AND BOUNDS  
DESCRIPTION OF A  
3.700 ACRE RIGHT-OF-WAY OF LAND**

**BEING** a 3.700 acre (161,158 square feet) tract of land situated in the A.C. Caldwell Survey No. 52, Abstract No. 154, City of Manor, Travis County, Texas; and being a portion of Old Kimbro Road (80 feet wide); and being more particularly described as follows:

**COMMENCING**, at a 1/2-inch iron rod with a plastic cap stamped "KHA" found on the southerly right-of-way line of said Old Kimbro Road marking the northwest corner of a called 51.533 acre tract of land described in instrument to Chau Dinh and Kim Pham recorded in Document No. 2014139510 of the Official Public Records of Travis County, same being the northeast corner of a called 90.0886 acre tract of land described in instrument to RHOF, LLC recorded in Document No. 2017194263 of the Official Public Records of Travis County;

**THENCE**, North 85°48'57" West, 846.55 feet, along the southerly right-of-way line of Old Kimbro Road and the north line of said 90.0886 acre tract to the **POINT OF BEGINNING** of the herein described tract;

**THENCE**, continuing along the southerly right-of-way of said Old Kimbro Road and along the north line of said 90.0886 acre tract the following two (2) courses and distances:

1. North 85°48'57" West, 1629.02 feet to an iron rod with plastic cap stamped "KHA" found for a point of curvature;
2. in a southwesterly direction, along a tangent curve to the left, a central angle of 43°49'58", a radius of 533.10 feet, a chord bearing and distance of South 72°20'04" West, 397.96 feet, and a total arc length of 407.84 feet to a point for corner;

**THENCE**, departing the north line of said 90.0886 acre tract and crossing said Old Kimbro Road the following two (2) courses and distances:

1. North 40°17'42" West, 46.07 feet to a point for corner;
2. North 61°40'04" West, 35.46 feet to a 5/8-iron rod found on the northerly right-of-way line of said Old Kimbro Road marking the southwest corner of a called 157.9603 acre tract of land described in instrument to RHOF, LLC recorded in Document No. 2017180865 of the Official Public Records of Travis County;

**THENCE**, along the northerly right-of-way line of said Old Kimbro Road and along the south line of said 157.9603 acre tract the following three (3) courses and distances:

1. in a northeasterly direction, along a non-tangent curve to the right, a central angle of 36°32'19", a radius of 613.14 feet, a chord bearing and distance of North 68°23'46" East, 384.42 feet, and a total arc length of 391.01 feet to a 1/2-iron rod found for a point for corner;
2. in a northeasterly direction, along a non-tangent curve to the right, a central angle of 7°10'29", a radius of 1407.07 feet, a chord bearing and distance of South 89°23'14" East, 176.08 feet, and a total arc length of 176.20 feet to a concrete monument found for a point of tangency;
3. South 85°54'35" East, 1541.16 feet to a point for corner;

**THENCE**, South 4°11'03" West, 80.00 feet departing the south line of said 157.9603 acre tract and crossing said Old Kimbro Road to the **POINT OF BEGINNING**, and containing 3.700 acres of right-of-way in Travis County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD'83). All distances are on the surface and shown in U.S. Survey Feet. To convert grid distances to grid, apply the combined SURFACE to GRID scale factor of 0.99992097045. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

ABEL P. STENDAHL  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6754  
601 NW LOOP 410, SUITE 350  
SAN ANTONIO, TEXAS 78216  
PH. 210-541-9166  
abel.stendahl@kimley-horn.com



**EXHIBIT OF A 3.700 ACRE  
RIGHT-OF-WAY  
TO BE RELEASED**  
A.A. CALDWELL SURVEY NO.52,  
ABSTRACT NO. 154  
TRAVIS COUNTY, TEXAS

**Kimley»Horn**  
601 NW Loop 410, Suite 350 San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9166 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	DJG	APS	9/3/2020	069255703	1 OF 2

STENDAHL, ABEL 9/3/2020 10:57 AM K:\SNA\_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255703-MANOR HTS PHASE 2\DWG\EXHIBITS\3.700AC RIGHT OF WAY RELEASE.DWG

**EXHIBIT A-2 – IMPROVEMENT AREA #1 LEGAL DESCRIPTION**

Being 127.37 acres of land located in the A.C Caldwell Survey No. 52, Abstract No. 154, and being all of that 110.524 acre tract of land located in the A.C Caldwell Survey No. 52, Abstract No. 154, described in the Manor Heights South Phase 1 Section 1 Final Plat, recorded in Document No. 202100001 Official Public Records of Travis County, and being a portion of that certain 267.942 acre tract of land located in the A.C Caldwell Survey No. 52, Abstract No. 154, City of Manor, Travis County, Texas, conveyed to Forestar (USA) Real Estate Group Inc., as described in Document No. 2019171724, corrected in Document No. 2019176020, Official Public Records of Travis County, Texas.

**EXHIBIT A-3 – IMPROVEMENT AREA #2 LEGAL DESCRIPTION**

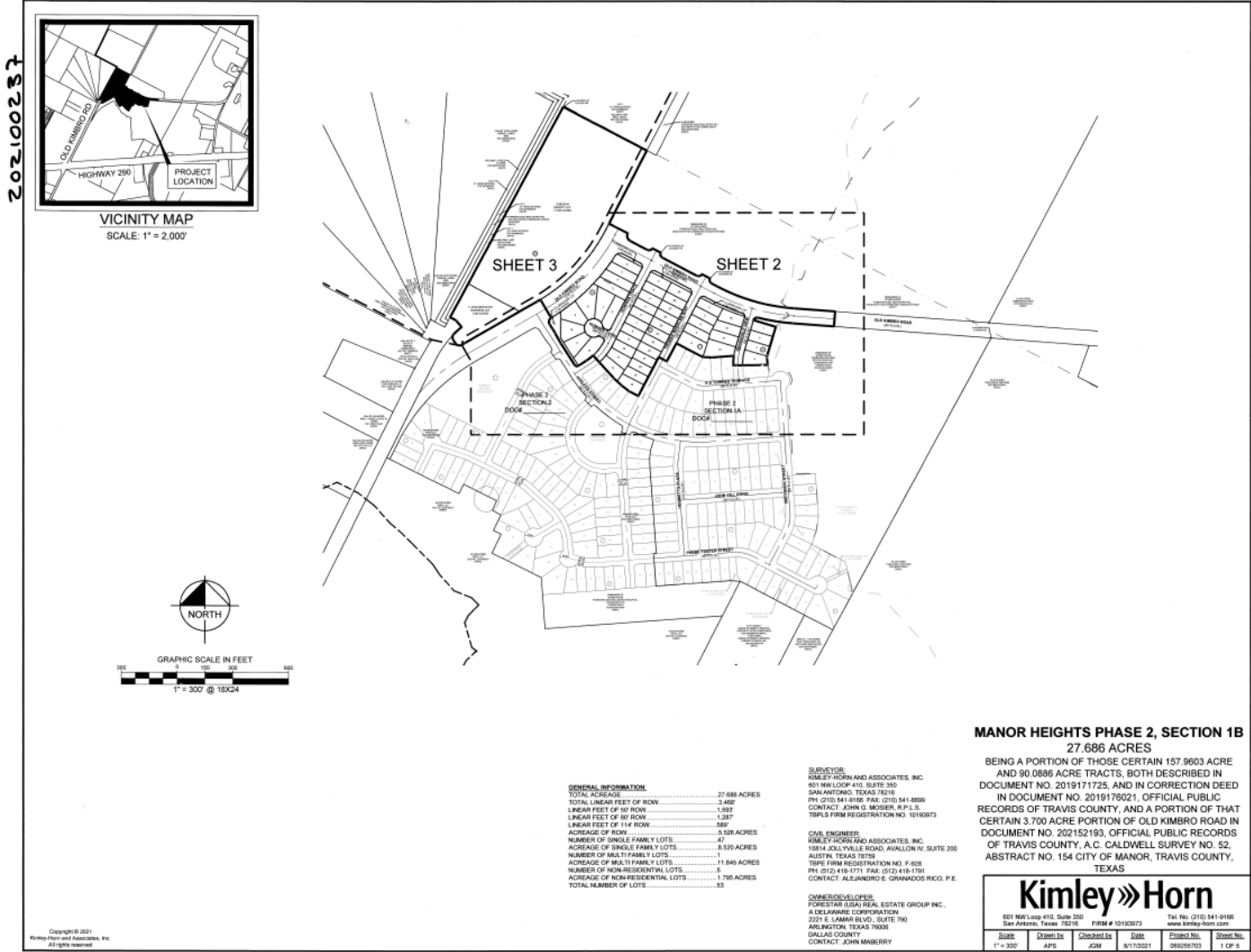
Being 91.81 acres of land located in the A.C Caldwell Survey No.52, Abstract No.154, and the Lemuel Kimbro Survey No.64, Abstract No.456, City of Manor, Travis County Texas, and being portion of that certain tract or parcel of land containing 90.089 acres located in the A.C. Caldwell Survey No.52 , Abstract No. 154, described in instrument to Forestar (USA) Real Estate Group Inc., recorded in Document No.2019171725, corrected in Document No.2019176021 Official Public Records of Travis County, and being a portion of that certain 157.9603 acre tract of land located in the A.C Caldwell Survey No.52, Abstract No.154, and the Lemuel Kimbro Survey No.64, Abstract No.456, City of Manor, Travis County Texas, described in instrument to Forestar (USA) Real Estate Group Inc., recorded in Document No.2019171725, corrected in Document No.2019176021 Official Public Records of Travis County , and a portion of that certain tract or parcel of land containing 3.7 acres situated in the A.C. Caldwell Survey No.52, Abstract 154, City of Manor, Travis County, Texas Conveyed to Forestar (USA) Real Estate Group Inc., as described in document 2021052193, official public records of Travis County, Texas.

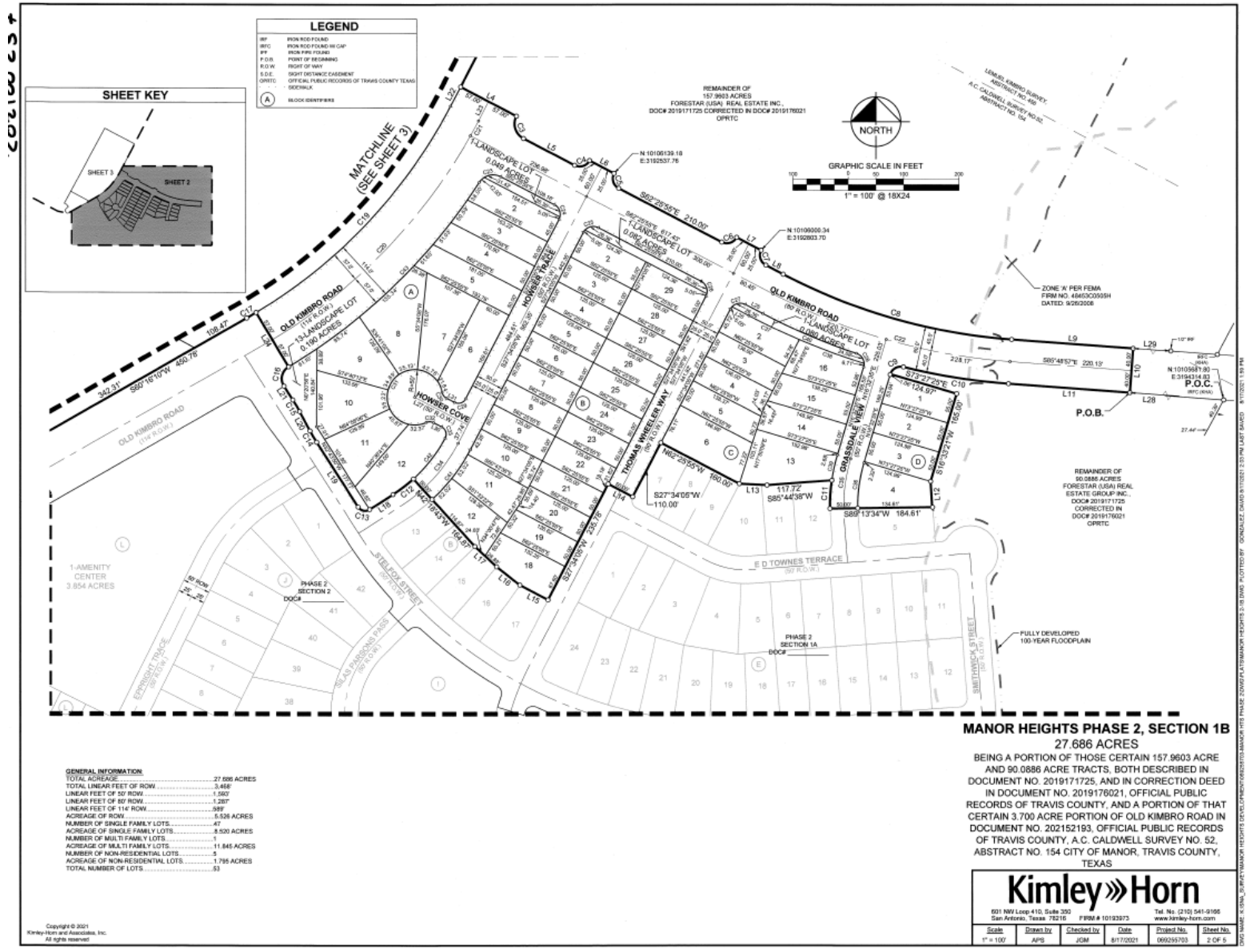
**EXHIBIT A-4 – IMPROVEMENT AREA #3 LEGAL DESCRIPTION**

Improvement Area #3 is contained within the area described by the Manor Heights Phase 2 Section 1B Final Plat, Manor Heights Phase 3 Section 1 Final Plat & Manor Heights Phase 3 Section 2 Final Plat as described below in **Exhibit A-5, Exhibit A-6 & Exhibit A-7**, respectively.

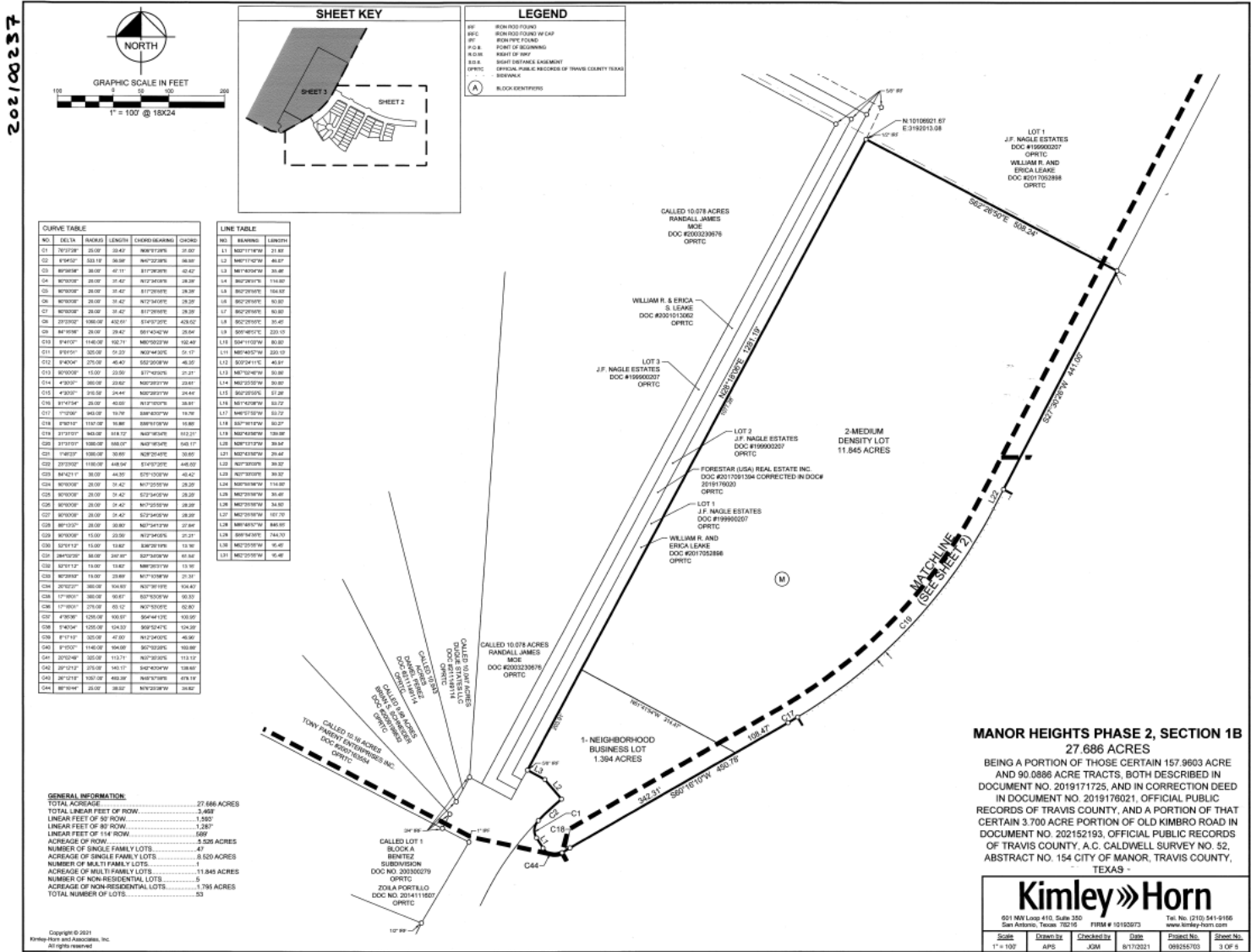
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**EXHIBIT A-5 – PHASE 2 SECTION 1B FINAL PLAT**









153001207

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

WHEREAS, FORESTAR USA REAL ESTATE GROUP INC., A DELAWARE CORPORATION, THE OWNER OF 27.686 ACRE TRACT LOCATED IN THE CALDWELL SURVEY NUMBER 52, ABSTRACT NUMBER 154, CITY OF MANOR, TRAVIS COUNTY, TEXAS AND BRING A PORTION OF THAT CERTAIN 157,980 ACRE TRACT OF LAND CONVEYED TO FORESTAR USA REAL ESTATE GROUP INC., A PORTION OF THAT CERTAIN 90,088 ACRE TRACT OF LAND CONVEYED TO FORESTAR USA REAL ESTATE GROUP INC., AS DESCRIBED IN DOCUMENT NUMBER 201911725, CORRECTED IN DOCUMENT NUMBER 202152193, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND A PORTION OF OLD KIMBRO ROAD, AN 80 FOOT WIDE RIGHT-OF-WAY, AND DO HEREBY SUBSCRIBE 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 "MANOR HEIGHTS PHASE 2, SECTION 1B" OF THE CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY SUBSCRIBES SAID 27.686 ACRES OF LAND OF SAID IN ACCORDANCE WITH THE ATTACHED MAP OR PLAN TO BE KNOWN AS "MANOR HEIGHTS PHASE 2, SECTION 1B" AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND PUBLIC EASEMENTS THEREIN SHOWN FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, SUBJECT TO ANY EASEMENT OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS DAY August 30 2021

BY: *[Signature]*  
 FORESTAR USA REAL ESTATE GROUP INC.,  
 A DELAWARE CORPORATION

2221 E LAMAR BLVD., SUITE 700  
 ARLINGTON, TEXAS 76010

THE STATE OF TEXAS  
 COUNTY OF WILLAMSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED *[Signature]* KNOWN TO ME TO BE THE PERSON OR AGENT WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 20 DAY OF August, 2021.

*[Signature]*  
 NOTARY PUBLIC  
 NOTARY REGISTRATION NUMBER 1328022-D  
 MY COMMISSION EXPIRES 01.11.2025  
 COUNTY OF WILLAMSON  
 THE STATE OF TEXAS

*[Notary Seal]*  
 KARINA WALESKA BOICE  
 Notary Public, State of Texas  
 Comm. Expires 01-11-2025  
 Notary ID 13388032-0

STATE OF TEXAS  
 COUNTY OF TRAVIS

I, ALEJANDRO E. GRANADOS RICO, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS 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.

A PORTION OF THIS SITE LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 446303025H, EFFECTIVE DATE SEPTEMBER 20, 2008, TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

*[Signature]*  
 ALEJANDRO E. GRANADOS RICO, P.E.  
 REGISTERED PROFESSIONAL ENGINEER No. 130084  
 KIMLEY HORN AND ASSOCIATES, INC.  
 5811 JOLLYVILLE ROAD  
 AVALON IV, SUITE 200  
 AUSTIN, TEXAS 78749

*[Professional Seal]*  
 8/11/2021

STATE OF TEXAS  
 COUNTY OF BEAR

I, JOHN G. MOESER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS PLAN COMPIES WITH THE SURVIVING 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. MOESER 8-19-21  
 JOHN G. MOESER  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 NO. 6330 - STATE OF TEXAS  
 501 NW LOOP 410, SUITE 300  
 SAN ANTONIO, TEXAS 78219  
 Ph: 210-321-2402  
 greg.moeser@kimley-horn.com

*[Professional Seal]*

SURVEYOR'S NOTES

1. THE BEARING, DISTANCES, ANGLES AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4602) (NAD83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS).
2. ALL DISTANCES SHOWN HEREON ARE ON THE SURFACE. THE COMBINED SURFACE TO GRID SCALE FACTOR FOR THE PROJECT IS 0.999207948. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.
3. ALL PROPERTY CORNERS OF THE LOTS IN THIS SUBDIVISION WILL BE MONUMENTED PRIOR TO LOTS SALES AND AFTER ROAD CONSTRUCTION WITH A 12-INCH IRON ROD WITH BEARING PLATE, CAP AND ANCHOR, NON-UNLESS OTHERWISE NOTED.

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GENERAL NOTES:

1. PROPERTY OWNERS OF THE LOTS ON WHICH THE PUBLIC UTILITY EASEMENT OR THE UNDERGROUND STORM WATER DRAINAGE FACILITIES EASEMENT ARE LOCATED AS SHOWN ON THIS 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.
2. A 12" PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET RIGHTS OF WAY.
3. PUBLIC SIDEWALKS BUILT TO CITY OF MANOR STANDARDS, ARE REQUIRED ALONG ALL STREETS WITHIN THIS SUBDIVISION. THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE ADJOINING LOT BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHDRAWING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY.
4. DRIVEWAY AND DRAINAGE CONSTRUCTION STANDARDS SHALL BE IN ACCORDANCE WITH THE REQUIREMENT OF THE CITY OF MANOR STANDARDS UNLESS OTHERWISE SPECIFIED AND APPROVE BY THE CITY OF MANOR.
5. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO THE CITY OF MANOR WATER AND WASTEWATER SYSTEM.
6. NO BUILDINGS SHALL BE CONSTRUCTED OR MAINTAINED WITHIN THE PUBLIC UTILITIES EASEMENTS OR THE UNDERGROUND STORM WATER FACILITIES EASEMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF MANOR. THE CITY OF MANOR IS NOT RESPONSIBLE FOR THE DAMAGE TO OR REPLACING ANY PORTIONS OF ANY FENCING, LANDSCAPING OR OTHER IMPROVEMENTS CONSTRUCTED WITHIN ANY OF SUCH EASEMENTS WHICH WERE NOT APPROVED BY THE CITY OF MANOR BEFORE THEIR CONSTRUCTION DUE TO THE NECESSARY AND CUSTOMARY WORK BY THE CITY OF MANOR IN REPAIRING, MAINTAINING, OR REPLACING THE UNDERGROUND PIPES AND RELATED FACILITIES WITHIN SUCH EASEMENTS.
7. ALL STREETS, DRAINAGE IMPROVEMENTS, SIDEWALKS, WATER AND WASTEWATER LINES, AND EROSION CONTROLS SHALL BE CONSTRUCTED AND INSTALLED TO CITY OF MANOR STANDARDS.
8. EROSION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON INDIVIDUAL LOTS, INCLUDING DETACHED SINGLE FAMILY IN ACCORDANCE WITH SECTION 14.0 OF THE CITY OF AUSTIN ENVIRONMENTAL CRITERIA MANUAL (FEBRUARY 20, 2020).
9. ALL STREETS IN THE SUBDIVISION SHALL BE CONSTRUCTED TO CITY OF MANOR URBAN STREET STANDARDS. ALL STREETS WILL BE CONSTRUCTED WITH CURB AND GUTTER.
10. PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF MANOR.
11. THE SUBDIVISION OWNER/DEVELOPER AS IDENTIFIED ON THIS PLAN IS RESPONSIBLE FOR POSTING FISCAL SURETY FOR THE CONSTRUCTION OF ALL SIDEWALKS AS SHOWN OR LISTED ON THE PLAN, WHETHER INSTALLED BY THE OWNER/DEVELOPER OR INDIVIDUAL HOMEBUILDERS. IT IS THE RESPONSIBILITY OF THE OWNER/DEVELOPER TO ENSURE ALL SIDEWALKS ARE ADA COMPLIANT UNLESS A VARIATION HAS BEEN GRANTED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION.
12. THE BUILDING SETBACK LINES SHALL COMPLY WITH THE APPROVED MANOR HEIGHTS PUD (ORDINANCE NO. 534) AND ARE AS FOLLOWS (SEE TYPICAL SETBACK DETAIL):  
 FRONT YARD - 20'  
 REAR YARD - 20'  
 SIDE YARD - 5'  
 STREET SIDE YARD - 15'
13. LOT 1, BLOCK A, LANDSCAPE LOT, LOT 13, BLOCK A, LANDSCAPE LOT, LOT 1, BLOCK B, LANDSCAPE LOT AND LOT 1, BLOCK C, LANDSCAPE LOT ARE DEDICATED TO THE HOMEOWNER ASSOCIATION, THE HOME OWNERS ASSOCIATION, AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HOA") SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL NON-RESIDENTIAL LOTS THAT ARE DEDICATED TO THE HOA.
14. PER THE APPROVED MANOR HEIGHTS PUD, MINIMUM SINGLE-FAMILY RESIDENTIAL LOT SHALL BE 6250 Sq.Ft WITHIN PUD-SE-1 AND 2200 Sq.Ft. WITHIN PUD-RES-A1 DENSITY. THE MINIMUM HOME SIDES WALL COMPLY WITH THOSE SET FORTH IN THE MANOR HEIGHTS PUD OF 1500 Sq.Ft.
15. ACCESS TO NON-RESIDENTIAL LOTS SHALL BE PROVIDED TO THE CITY WHERE MAINTENANCE IS REQUIRED TO BE PERFORMED BY THE CITY IN ACCORDANCE WITH THAT CERTAIN DEVELOPMENT AGREEMENT (MANOR HEIGHTS) DATED EFFECTIVE NOVEMBER 7, 2016, AS AMENDED.

CITY OF MANOR ACKNOWLEDGMENTS

THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF MANOR CORPORATE CITY LIMITS AS OF THIS DATE 7th DAY OF August 2021

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, ON THIS DATE 11th DAY OF Aug. 2021

*[Signature]*  
 PHILIP TRIEM, CHAIRPERSON

*[Signature]*  
 LUJANA ALMARAZ, CITY SECRETARY

ACCEPTED AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, ON THIS DATE 11th DAY OF Aug. 2021

APPROVED: *[Signature]*  
 DR. LARRY WALLACE, JR., MAYOR

ATTEST: *[Signature]*  
 LUJANA ALMARAZ, CITY SECRETARY

CITY OF MANOR, TEXAS

COUNTY OF TRAVIS  
 STATE OF TEXAS  
 KNOW ALL ME BY THESE PRESENTS:

I, DANA DEBEAUVOR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DATE 14 DAY OF August 2021 AT 12:37 O'CLOCK PM, DULY RECORDED ON THE DAY OF 14 DAY OF August 2021 AT 12:37 O'CLOCK PM.

IN THE PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER 202152193, OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 12 DAY OF August 2021

DANA DEBEAUVOR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

BY: *[Signature]*  
 DEPUTY E. MELINA

*[Notary Seal]*

MANOR HEIGHTS PHASE 2, SECTION 1B  
 27.686 ACRES  
 BEING A PORTION OF THOSE CERTAIN 157,9803 ACRE AND 90,0886 ACRE TRACTS, BOTH DESCRIBED IN DOCUMENT NO. 201911725, AND IN CORRECTION DEED IN DOCUMENT NO. 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND A PORTION OF THAT CERTAIN 3,700 ACRE PORTION OF OLD KIMBRO ROAD IN DOCUMENT NO. 202152193, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154 CITY OF MANOR, TRAVIS COUNTY, TEXAS

*[Diagram]*  
 TYPICAL SETBACK DETAIL  
 NOT TO SCALE

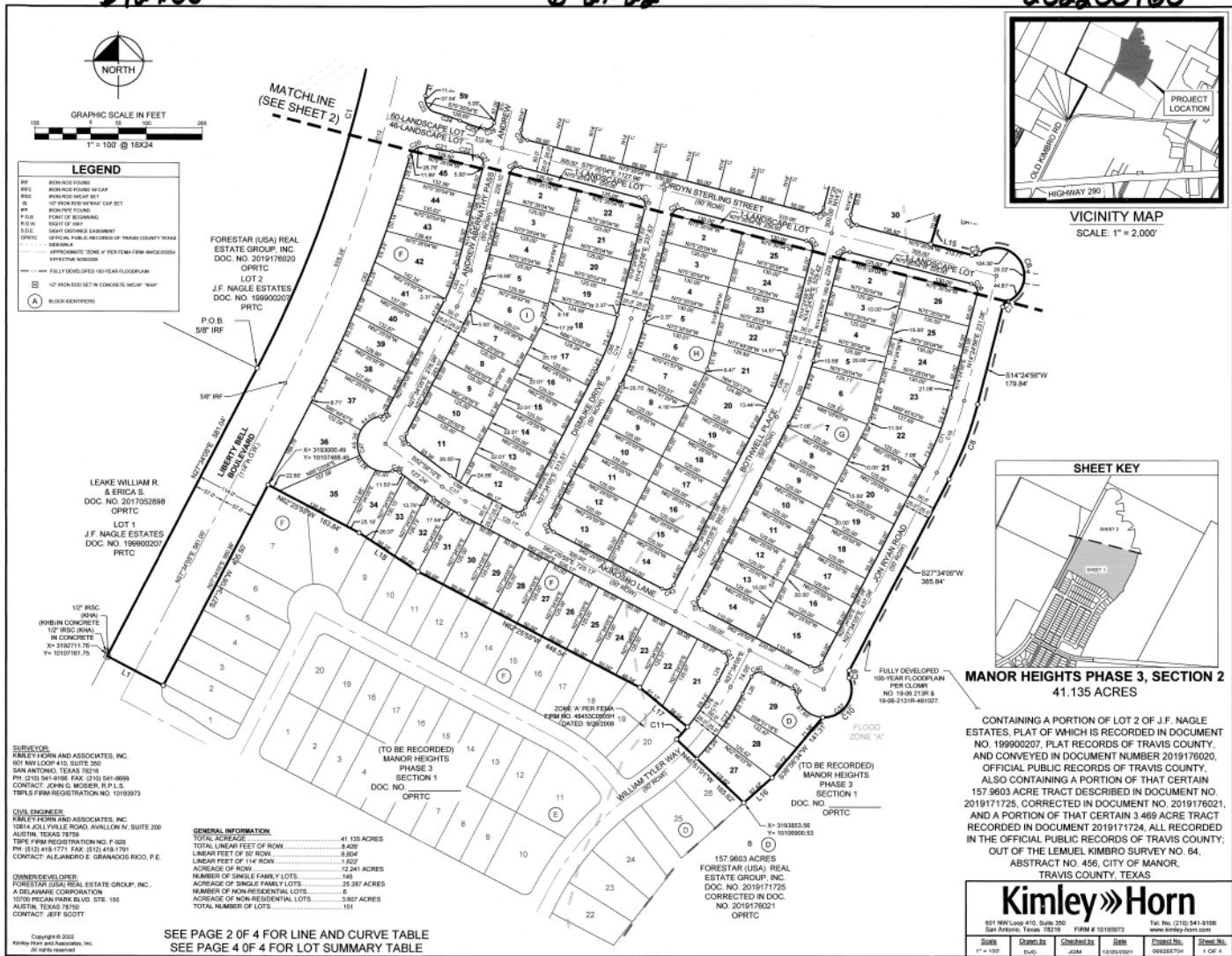
*[Table]*

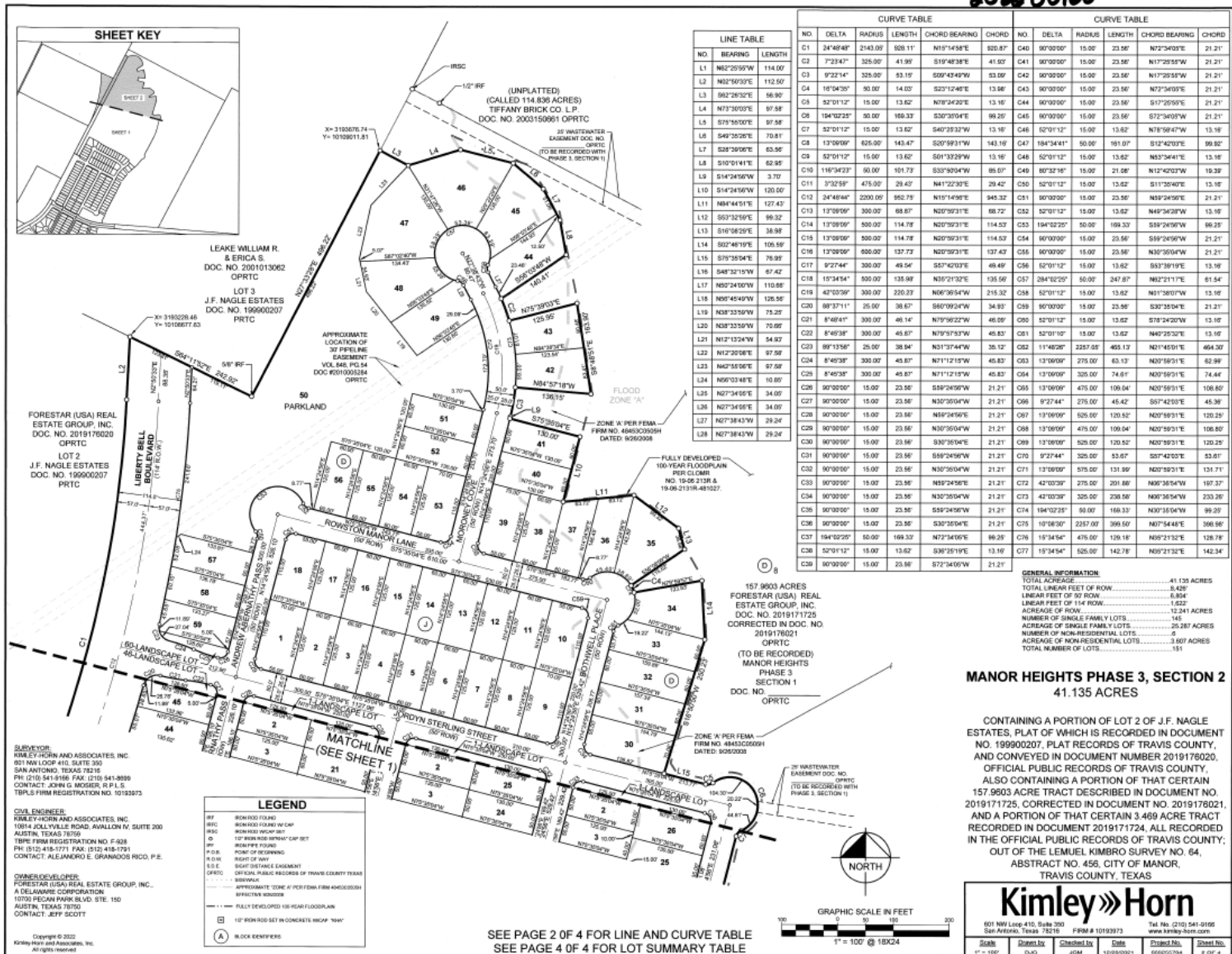
State	Station	City	Date	Project No.	Sheet No.
TX	APIS	JCAR	8/17/2021	092258703	4 OF 5

Kimley Horn  
 601 NW Loop 410, Suite 300 San Antonio, Texas 78216  
 Phone: (210) 541-9196  
 Fax: (210) 541-9197  
 www.kimley-horn.com



**EXHIBIT A-6 – PHASE 3 SECTION 1 FINAL PLAT**





202200160

THE STATE OF TEXAS §  
 COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, THE OWNER OF 41.135 ACRE TRACT LOCATED IN THE LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS, SAID 41.134 ACRES CONTAINING A PORTION OF LOT 2 OF J.F. NAGLE ESTATES, PLAT OF WHICH IS RECORDED IN DOCUMENT NO. 199900207, PLAT RECORDS OF TRAVIS COUNTY, AND CONVEYED IN DOCUMENT NUMBER 2019176020, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, ALSO CONTAINING A PORTION OF THAT CERTAIN 157,9603 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171725, CORRECTED IN DOCUMENT NO. 2019176021, AND A PORTION OF THAT CERTAIN 3,469 ACRE TRACT RECORDED IN DOCUMENT 2019171724, ALL RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DO HEREBY SUBDUCE SAID HAVING BEEN APPROVED FOR SUBDIVISION, PURSUANT TO THE PUBLIC NOTIFICATION AND HEARING PROVISION OF CHAPTER 212 AND 232 OF THE LOCAL GOVERNMENT CODE.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS "MANOR HEIGHTS PHASE 3, SECTION 2" OF THE CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY SUBDUCE SAID 41.135 ACRES OF LAND OF SAID IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT TO BE KNOWN AS "MANOR HEIGHTS PHASE 3, SECTION 2" AND SO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND PUBLIC EASEMENTS THEREIN SHOWN FOR THE PURPOSED AND CONSIDERATION THEREIN EXPRESSED, SUBJECT ANY EASEMENT OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS DAY MAY 25 2022.

BY: Jeff Scott  
 FORESTAR (USA) REAL ESTATE GROUP INC.,  
 A DELAWARE CORPORATION  
 1070 PECAN PARK BLVD, STE. 150  
 AUSTIN, TEXAS 78750  
 Jeff Scott

THE STATE OF TEXAS §  
 COUNTY OF WILLIAMSON §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JEFF SCOTT KNOWN TO ME THAT HE EXECUTES THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 25 DAY OF MAY 2022.

Anna Nelson Keiser  
 NOTARY PUBLIC  
 NOTARY REGISTRATION NUMBER: 131429861  
 MY COMMISSION EXPIRES: 7-8-22  
 COUNTY OF WILLIAMSON  
 THE STATE OF TEXAS

THE STATE OF TEXAS §  
 COUNTY OF TRAVIS §

I, ALEJANDRO E. GRANADOS RICO, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STAND POINT AND COMPLIES WITH THE ENGINEERING RELATED PORTION OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

THIS SITE IS LOCATED IN THE COTTONWOOD CREEK WATERSHED.

A PORTION OF THIS SITE LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48453C0504H, EFFECTIVE DATE SEPTEMBER 26, 2006, TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

Alvin E. Rios  
 ALEJANDRO E. GRANADOS RICO P.E.  
 REGISTERED PROFESSIONAL ENGINEER NO. 133084  
 RIOS ENGINEERING AND ASSOCIATES, INC.  
 10914 JOLI VILLE ROAD  
 ANWILLON IV, SUITE 200  
 AUSTIN, TEXAS 78750

THE STATE OF TEXAS §  
 COUNTY OF BEXAR §

I, JOHN G. MOSIER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT COMPLES WITH THE SURVEYING RELATED PORTIONS OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE IS TRUE AND CORRECT, AND WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

John G. Mosier 5-23-2022  
 JOHN G. MOSIER  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 NO. 6330 - STATE OF TEXAS  
 601 N.W. LOOP 410, SUITE 350  
 SAN ANTONIO, TEXAS 78216  
 PH: 210-321-3422  
 jgm@mosierandassociates.com

SURVEYOR'S NOTES

- THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (PFC 420) METERS, ASCERTAINED BY THE GLOBAL POSITIONING SYSTEM (GPS).
- ALL DISTANCES SHOWN HEREON ARE ON THE SURFACE. THE CORRECTED SURFACE TO GRID SCALE FACTOR FOR THE PROJECT IS 0.99982045. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.
- ALL PROPERTY CORNERS OF THE LOTS IN THIS SUBDIVISION WILL BE MONUMENTED PRIOR TO LOTS SALES AND AFTER ROAD CONSTRUCTION WITH A 10-ROUND IRON ROD WITH THE PLASTIC CAP STAMPED "MANOR HEIGHTS PHASE 3" UNLESS OTHERWISE NOTED.

GENERAL NOTES

- PROPERTY OWNERS OF THE LOTS ON WHICH THE PUBLIC UTILITY EASEMENT OR THE UNDERGROUND STORM WATER DRAINAGE FACILITIES EASEMENT ARE LOCATED AS SHOWN ON THIS PLAT SHALL PROVIDE ACCESS TO THE CITY OF MANOR IN ORDER FOR THE CITY OF MANOR TO INSPECT AND MAINTAIN THE UNDERGROUND FACILITIES LOCATED WITHIN ANY OF SUCH EASEMENTS.
- A 10' PUBLIC UTILITY 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 ADJOINING LOT BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHDRAWING 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 APPROVED BY THE CITY OF MANOR.
- 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 PUBLIC UTILITIES EASEMENTS OR THE UNDERGROUND STORM WATER FACILITIES EASEMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF MANOR. THE CITY OF MANOR IS NOT RESPONSIBLE FOR THE DAMAGE TO OR REPLACING ANY PORTIONS OF ANY FENCING, LANDSCAPING OR OTHER IMPROVEMENTS CONSTRUCTED WITHIN ANY OF SUCH EASEMENTS WHICH WERE NOT APPROVED BY THE CITY OF MANOR BEFORE THEIR CONSTRUCTION DUE TO THE NECESSARY AND CUSTOMARY WORK BY THE CITY OF MANOR IN REPAIRING, MAINTAINING, OR REPLACING THE UNDERGROUND PIPES AND RELATED FACILITIES WITHIN SUCH EASEMENTS.
- 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 14.4.2 OF THE CITY OF AUSTIN ENVIRONMENTAL CRITERIA MANUAL.
- ALL STREETS IN THE SUBDIVISION SHALL BE CONSTRUCTED TO CITY OF MANOR URBAN STREET STANDARDS. ALL STREETS WILL BE CONSTRUCTED WITH CURBS 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.
- THE BUILDING SETBACK LINES SHALL COMPLY WITH THE APPROVED MANOR HEIGHTS PUD ARE AS FOLLOWS: (SEE TYPICAL SETBACK DETAIL)  
 FRONT YARD - 25'  
 REAR YARD - 10'  
 SIDE YARD - 5'  
 STREET SIDE YARD - 15'
- THE HOME OWNERS ASSOCIATION, AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HOA") SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL NON-RESIDENTIAL LOTS THAT ARE DEDICATED TO THE HOA.
- PER THE APPROVED MANOR HEIGHTS PUD, MINIMUM SINGLE-FAMILY RESIDENTIAL LOT SHALL BE 6250 SQ. FT. WITHIN PUD-2P-1 AND 3300 SQ. FT. WITHIN PUD-MEDIUM DENSITY. THE MINIMUM HOME SIZES WILL COMPLY WITH THOSE SET FORTH IN THE MANOR HEIGHTS PUD OF 1999-00-07.
- LOT 50, BLOCK D, LANDSCAPE LOT 46, BLOCK F, LANDSCAPE LOT 1, LOT 1, BLOCK G, LANDSCAPE LOT 1, LOT 1, BLOCK H, LANDSCAPE LOT 1, BLOCK I, LANDSCAPE LOT 1, TO BE DEDICATED TO THE CITY OF MANOR, TEXAS, THE HOMEOWNER ASSOCIATION, AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HOA") SHALL BE RESPONSIBLE FOR MAINTENANCE OF LOT 50, BLOCK A, OPEN SPACE DRAINAGE LOT, LOT 52, BLOCK A, OPEN SPACE, LOT 26, BLOCK B, OPEN SPACE DRAINAGE LOT, AND LOT 11, BLOCK C, OPEN SPACE IN ACCORDANCE WITH THAT CERTAIN DEVELOPMENT AGREEMENT MANOR HEIGHTS DATED EFFECTIVE NOVEMBER 7, 2018, THE "DEVELOPMENT AGREEMENT" AND SHALL ENTER INTO A LICENSE AGREEMENT WITH THE CITY IN SUBSTANTIALLY THE FORM PROVIDED IN THE DEVELOPMENT AGREEMENT. THE CITY SHALL BE RESPONSIBLE FOR MAINTENANCE OF LOT 50, BLOCK D, LANDSCAPE LOT 1, LOT 13, BLOCK A, LANDSCAPE LOT 1, BLOCK B, LANDSCAPE LOT, LOT 6, BLOCK D, OPEN SPACE AND DRAINAGE LOT, LOT 18, BLOCK D, OPEN SPACE AND DRAINAGE LOT, LOT 28, BLOCK D, OPEN SPACE AND DRAINAGE LOT, AND LOT 30, BLOCK D, OPEN SPACE LOT UPON THE TERMINATION OF THE LICENSE AGREEMENT OR THE TERMINATION OF THE MAINTENANCE PERIOD PROVIDED IN THE DEVELOPMENT AGREEMENT, WHICHEVER IS LONGER.
- DEDICATION AND CONVEYANCE LOT 50, BLOCK D, PARKLAND SHALL BE MADE TO THE CITY OF MANOR, TEXAS IN ACCORDANCE WITH THAT CERTAIN DEVELOPMENT AGREEMENT MANOR HEIGHTS DATED EFFECTIVE NOVEMBER 7, 2018, AS AMENDED (THE "DEVELOPMENT AGREEMENT"). THE CONVEYOR/DEVELOPER SHALL ENTER INTO A LICENSE AGREEMENT WITH THE CITY IN SUBSTANTIALLY THE FORM PROVIDED IN THE DEVELOPMENT AGREEMENT. THE CITY SHALL BE RESPONSIBLE FOR MAINTENANCE OF LOT 50, BLOCK D, PARKLAND UPON THE TERMINATION OF THE LICENSE AGREEMENT OR THE TERMINATION OF THE MAINTENANCE PERIOD PROVIDED IN THE DEVELOPMENT AGREEMENT, WHICHEVER IS LONGER.
- ACCESS TO NON-RESIDENTIAL LOTS SHALL BE PROVIDED TO THE CITY WHERE MAINTENANCE IS REQUIRED TO BE PERFORMED BY THE CITY IN ACCORDANCE WITH THAT CERTAIN DEVELOPMENT AGREEMENT (MANOR HEIGHTS) DATED EFFECTIVE NOVEMBER 7, 2018.

CITY OF MANOR ACKNOWLEDGMENTS

THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF MANOR CORPORATE CITY LIMITS AS OF THIS DATE 14 DAY OF June 2022.

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, ON THIS DATE 14 DAY OF June 2022.

APPROVED: Julie Leonard ATTEST: Lluvia Almaraz  
 JULIE LEONARD, CLERK/CORPORATOR LLUVIA ALMARAZ, CITY SECRETARY

ACCEPTED AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, ON THIS DATE 14 DAY OF March 2022.

APPROVED: Christopher Harvey ATTEST: Lluvia Almaraz  
 CRISTOPHER HARVEY, MAYOR LLUVIA ALMARAZ, CITY SECRETARY

COUNTY OF TRAVIS §  
 STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

I, REBECCA GUERRERO, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, WAS FILED FOR RECORD IN MY OFFICE ON THE DATE 14 DAY OF June 2022, AT 12:00 O'CLOCK PM, DAILY RECORDED ON THE DAY OF RECORD DAY OF JUNE AT 12:00 O'CLOCK PM.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 14 DAY OF June 2022.

REBECCA GUERRERO, COUNTY CLERK, TRAVIS COUNTY, TEXAS

BY: T. Perez  
 DEPUTY

CITY OF MANOR TEXAS

MANOR HEIGHTS PHASE 3, SECTION 2  
 41.135 ACRES

CONTAINING A PORTION OF LOT 2 OF J.F. NAGLE ESTATES, PLAT OF WHICH IS RECORDED IN DOCUMENT NO. 199900207, PLAT RECORDS OF TRAVIS COUNTY, AND CONVEYED IN DOCUMENT NUMBER 2019176020, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, ALSO CONTAINING A PORTION OF THAT CERTAIN 157,9603 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171725, CORRECTED IN DOCUMENT NO. 2019176021, AND A PORTION OF THAT CERTAIN 3,469 ACRE TRACT RECORDED IN DOCUMENT 2019171724, ALL RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, OUT OF THE LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS

SURVEYOR:  
 RIOS ENGINEERING AND ASSOCIATES, INC.  
 601 NW LOOP 410, SUITE 350  
 SAN ANTONIO, TEXAS 78216  
 PH: (210) 418-1659  
 CONTACT: JOHN G. MOSIER, P.E.  
 TPLS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER:  
 FORESTAR (USA) REAL ESTATE GROUP, INC.  
 1070 PECAN PARK BLVD, SUITE 200  
 AUSTIN, TEXAS 78750  
 TRSFC FIRM REGISTRATION NO. F-628  
 PH: (512) 418-1771 FAX: (512) 418-1791  
 CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

OWNER/DEVELOPER:  
 FORESTAR (USA) REAL ESTATE GROUP, INC.,  
 A DELAWARE CORPORATION  
 1070 PECAN PARK BLVD, STE. 150  
 AUSTIN, TEXAS 78750  
 CONTACT: JEFF SCOTT

STANDARD STREET CORNER  
 FRONT YARD SETBACK - 25' FRONT YARD SETBACK - 25'  
 BUILDING PAD BUILDING PAD  
 SIDE YARD SETBACK - 5' SIDE YARD SETBACK - 5'  
 REAR YARD SETBACK - 10' REAR YARD SETBACK - 10'  
 STREET SIDE YARD SETBACK - 15' STREET SIDE YARD SETBACK - 15'

TYPICAL SETBACK DETAIL  
 NOT TO SCALE

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601 NW Loop 410, Suite 350  
 San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 641-9198  
 www.kirbyhorn.com

Scale	Author	Checked By	Date	Project No.	Sheet No.
1" = 100'	ELB	JGM	10/20/2021	0202201724	3 OF 8

000+00100

A METERS AND BOUNDS DESCRIPTION OF A 41.135 ACRE TRACT OF LAND

BEING a 4.135 acre (1,791,834 square feet) tract of land situated in the Lemuel Kimbro Survey No. 64, Abstract No. 486, City of Manor, Travis County, Texas, and containing a portion of Plat 17, Nagle Estates, plat of which is recorded in Document No. 199902027 of the Plat Records of Travis County, Texas, described in instrument to Forestar USA Real Estate Group, Inc., recorded in Document No. 201917620 of the Official Public Records of Travis County, and containing a portion of that certain 157,9603 acre tract of land described in Document No. 201917125, and a corrected deed in Document No. 201917621, and a portion of that certain 3,469 acre tract of land described in instrument to Forestar USA Real Estate Group, Inc., recorded in Document No. 2019171724 of the Official Public Records of Travis County, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found marking the southwestern line of aforesaid 3.469-acre tract on the southeasterly line of Lot 1 of J.F. Nagle Estates, plat of which is recorded in Document No. 199902027 of the Plat Records of Travis County;

THENCE, crossing into Lot 2, of said J.F. Nagle Estates, plat of which is recorded in Document No. 199902027 of the Plat Records of Travis County, 1. in a northerly direction along a non-tangent curve turning to the left, having a radius of 2143.05 feet, a chord North 10°14'58" East, 500.07', a central angle of 24°46'47", and an arc length of 608.11 feet to a 1/2-inch iron rod with a plastic cap stamped "904A" set for corner;

2. North 02°52'33" East, a distance of 112.60 feet to a 1/2-inch iron rod with a plastic cap stamped "904A" set for corner;

THENCE, along the southeasterly line of Lot 3 of said J.F. Nagle Estates, plat of which is recorded in Document No. 199902027 of the Plat Records of Travis County, 1. South 84°11'52" East, a distance of 262.92 feet to a 1/2-inch iron rod with a plastic cap stamped "904A" set for corner;

2. North 27°33'28" East, a distance of 456.22 feet to a 1/2-inch iron rod with a plastic cap stamped "904A" set for corner;

3. South 02°38'32" East, a distance of 56.93 feet to a 1/2-inch iron rod with a plastic cap stamped "904A" set marking the southwestern-most corner of aforesaid 157,9603-acre tract;

THENCE, crossing said 157,9603-acre tract, the following forty-one (41) courses and distances:

- 1. North 73°30'57" East, a distance of 57.55 feet to a 1/2-inch iron rod with a plastic cap stamped "904A" set for corner;
2. South 75°56'06" East, a distance of 87.58 feet to a 1/2-inch iron rod with a plastic cap stamped "904A" set for corner;
3. South 49°32'28" East, a distance of 70.81 feet to a 1/2-inch iron rod with a plastic cap stamped "904A" set for corner;
4. South 28°39'06" East, a distance of 63.36 feet to a 1/2-inch iron rod with a plastic cap stamped "904A" set for corner;
5. South 10°11'41" East, a distance of 62.25 feet to a 1/2-inch iron rod with a plastic cap stamped "904A" set for corner;
6. South 02°24'48" West, a distance of 143.41 feet to a 1/2-inch iron rod with a plastic cap stamped "904A" set for point of curvature;
7. In a southerly direction along a non-tangent curve turning to the right, having a radius of 325.00 feet, a chord South 10°49'30" East, 41.83, a central angle of 07°22'47", and an arc length of 41.98 to a 1/2-inch iron rod with a plastic cap stamped "904A" set for corner;
8. North 75°39'52" East, a distance of 125.29 feet to a 1/2-inch iron rod with a plastic cap stamped "904A" set for corner;
9. South 28°45'51" East, a distance of 103.80 feet to a 1/2-inch iron rod with a plastic cap stamped "904A" set for corner;
10. North 64°52'18" West, a distance of 135.15 feet to a 1/2-inch iron rod with a plastic cap stamped "904A" set for point of curvature;
11. In a southerly direction along a non-tangent curve turning to the right, having a radius of 325.00 feet, a chord South 09°42'49" West, 53.09, a central angle of 09°22'47", and an arc length of 53.19 to a 1/2-inch iron rod with a plastic cap stamped "904A" set for corner;
12. South 14°24'56" West, a distance of 170.90 feet to a 1/2-inch iron rod with a plastic cap stamped "904A" set for corner;
13. South 75°39'52" East, a distance of 130.00 feet to a 1/2-inch iron rod with a plastic cap stamped "904A" set for corner;
14. South 14°24'56" West, a distance of 120.00 feet to a 1/2-inch iron rod with a plastic cap stamped "904A" set for corner;
15. North 64°44'51" East, a distance of 127.43 feet to a 1/2-inch iron rod with a plastic cap stamped "904A" set for corner;
16. South 15°23'52" East, a distance of 66.32 feet to a 1/2-inch iron rod with a plastic cap stamped "904A" set for corner;
17. South 18°58'22" East, a distance of 38.39 feet to a 1/2-inch iron rod with a plastic cap stamped "904A" set for corner;
18. South 28°38'58" West, a distance of 115.62 feet to a 1/2-inch iron rod with a plastic cap stamped "904A" set for point of curvature;
19. In a southerly direction along a non-tangent curve turning to the right, having a radius of 50.00 feet, a chord South 22°12'46" East, 13.56, a central angle of 04°04'25", and an arc length of 14.53 to a 1/2-inch iron rod with a plastic cap stamped "904A" set for corner;
20. North 78°39'57" East, a distance of 125.83 feet to a 1/2-inch iron rod with a plastic cap stamped "904A" set for corner;
21. South 02°45'12" East, a distance of 105.59 feet to a 1/2-inch iron rod with a plastic cap stamped "904A" set for corner;
22. South 18°56'59" West, a distance of 253.23 feet to a 1/2-inch iron rod with a plastic cap stamped "904A" set for corner;
23. South 75°35'54" East, a distance of 70.95 feet to a 1/2-inch iron rod with a plastic cap stamped "904A" set for point of curvature;
24. In a southerly direction along a tangent curve to the left, having a radius of 15.00 feet, a chord North 20°24'22" East, 13.16, a central angle of 52°01'12", and an arc length of 13.02 to a 1/2-inch iron rod with a plastic cap stamped "904A" set for corner;
25. In a southerly direction along a reverse tangent curve turning to the right, having a radius of 20.00 feet, a chord South 32°30'04" East, 62.25, a central angle of 134°02'25", and an arc length of 69.33 to a 1/2-inch iron rod with a plastic cap stamped "904A" set for corner;
26. In a southerly direction along a reverse tangent curve turning to the left, having a radius of 15.00 feet, a chord South 49°22'32" West, 13.16, a central angle of 52°01'12", and an arc length of 13.02 to a 1/2-inch iron rod with a plastic cap stamped "904A" set for corner;
27. South 14°24'56" West, a distance of 179.84 feet to a 1/2-inch iron rod with a plastic cap stamped "904A" set for corner;
28. In a southerly direction along a tangent curve to the right, having a radius of 625.00 feet, a chord of South 20°16'31" West, 141.16, a central angle of 10°19'09", and an arc length of 143.47 to a 1/2-inch iron rod with a plastic cap stamped "904A" set for corner;
29. South 27°34'02" West, a distance of 235.84 feet to a 1/2-inch iron rod with a plastic cap stamped "904A" set for point of curvature;
30. In a southerly direction along a tangent curve to the left, having a radius of 15.00 feet, a chord of South 07°23'20" West, 13.16, a central angle of 62°01'12", and an arc length of 13.02 to a 1/2-inch iron rod with a plastic cap stamped "904A" set for corner;
31. In a southerly direction along a reverse tangent curve turning to the right, having a radius of 50.00 feet, a chord South 23°30'04" West, 60.07, a central angle of 116°04'25", and an arc length of 65.03 to a 1/2-inch iron rod with a plastic cap stamped "904A" set for corner;
32. South 78°36'54" West, a distance of 141.31 feet to a 1/2-inch iron rod with a plastic cap stamped "904A" set for corner;
33. South 48°32'15" West, a distance of 67.42 feet to a 1/2-inch iron rod with a plastic cap stamped "904A" set for corner;
34. North 49°31'01" West, a distance of 103.82 feet to a 1/2-inch iron rod with a plastic cap stamped "904A" set for point of curvature;
35. In a northerly direction along a non-tangent curve turning to the left, having a radius of 475.00 feet, a chord North 41°22'30" East, 20.42, a central angle of 03°32'59", and an arc length of 20.42 to a 1/2-inch iron rod with a plastic cap stamped "904A" set for corner;
36. North 02°24'52" West, a distance of 110.88 feet to a 1/2-inch iron rod with a plastic cap stamped "904A" set for corner;
37. North 02°25'58" West, a distance of 443.54 feet to a 1/2-inch iron rod with a plastic cap stamped "904A" set for corner;
38. North 02°49'42" West, a distance of 103.88 feet to a 1/2-inch iron rod with a plastic cap stamped "904A" set for corner;
39. North 02°25'58" West, a distance of 323.54 feet to a 1/2-inch iron rod with a plastic cap stamped "904A" set for corner;
40. South 27°34'02" West, a distance of 485.65 feet to a 1/2-inch iron rod with a plastic cap stamped "904A" set for corner;
41. North 02°25'58" West, a distance of 114.00 feet to a 1/2-inch iron rod with a plastic cap stamped "904A" set for corner;

THENCE, North 27°34'02" East, a distance of 581.04 feet to the POINT OF BEGINNING, and containing 1,791,834 square feet or 41.135 acres of land in Travis County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System GCS, Central Zone FIPS 4303 (NAD83). All distances are in feet and shown in U.S. Survey Feet. To convert grid distances to grid, apply the combined SURFACE to GRID scale factor of 0.999997045. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

SURVEYOR: KIMLEY-HORN AND ASSOCIATES, INC. 601 NW LOOP 410, SUITE 300 SAN ANTONIO, TEXAS 78212 PH: (210) 541-9198 FAX: (210) 541-8999 CONTACT: JOHN G. MOSIER, R.P.L.S. TPL#LS FIRM REGISTRATION NO. 10192973

CIVIL ENGINEER: KIMLEY-HORN AND ASSOCIATES, INC. 10614 JULLYVILLE ROAD, AVALON N, SUITE 200 AUSTIN, TEXAS 78759 TITLE: FIRM REGISTRATION NO. F-408 PH: (512) 418-1771 FAX: (512) 418-1791 CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

OWNER/DEVELOPER: FORESTAR USA REAL ESTATE GROUP, INC. A DELAWARE CORPORATION 10700 PECAN PARK BLVD. STE. 150 AUSTIN, TEXAS 78736 CONTACT: JEFF SCOTT

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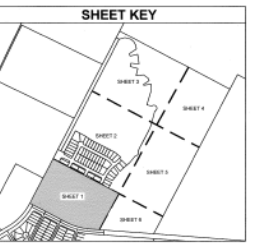
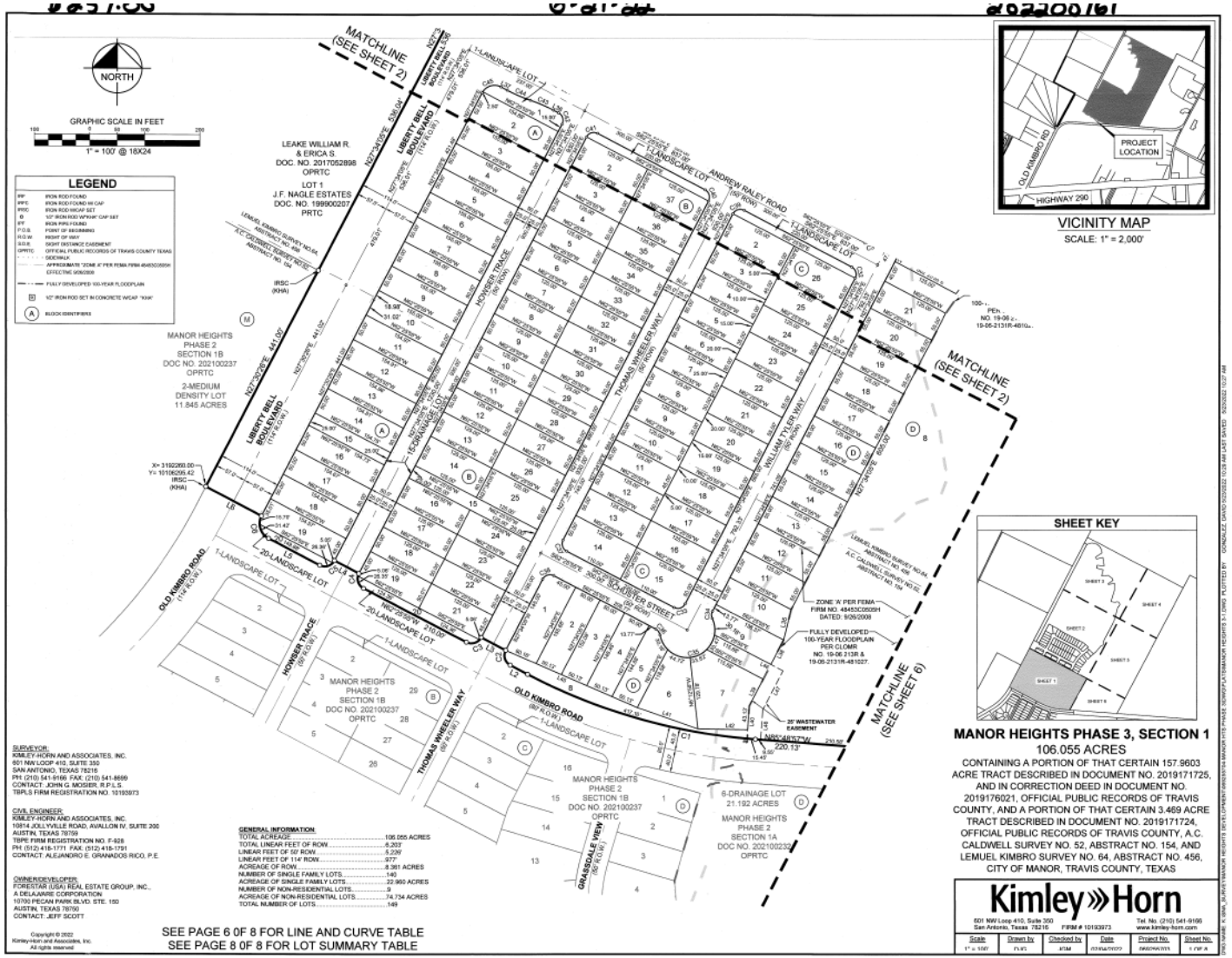
LOT TABLE with columns: LOT NO., ACRES, SQ. FT. and detailed lot descriptions for lots 27 through 166.

MANOR HEIGHTS PHASE 3, SECTION 2 41.135 ACRES

CONTAINING A PORTION OF LOT 2 OF J.F. NAGLE ESTATES, PLAT OF WHICH IS RECORDED IN DOCUMENT NO. 199902027, PLAT RECORDS OF TRAVIS COUNTY, AND CONVEYED IN DOCUMENT NUMBER 2019176202, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, ALSO CONTAINING A PORTION OF THAT CERTAIN 157,9603 ACRE TRACT DESCRIBED IN DOCUMENT NO. 201917125, CORRECTED IN DOCUMENT NO. 201917621, AND A PORTION OF THAT CERTAIN 3,469 ACRE TRACT RECORDED IN DOCUMENT 2019171724, ALL RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY; OUT OF THE LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS

Kimley-Horn logo and contact information: 601 NW Loop 410, Suite 300 San Antonio, Texas 78210 FIRM # 10192973 Tel. (210) 541-9198 www.kimley-horn.com

## EXHIBIT A-7 – PHASE 3 SECTION 2 FINAL PLAT



**MANOR HEIGHTS PHASE 3, SECTION 1**  
**106.055 ACRES**  
CONTAINING A PORTION OF THAT CERTAIN 157,9603 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171725, AND IN CORRECTION DEED IN DOCUMENT NO. 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND A PORTION OF THAT CERTAIN 3,469 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171724, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, A.C. CALDWELL SURVEY NO. 64, ABSTRACT NO. 154, AND LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS

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 San Antonio, Texas 78216 | FIRM # 10102973 | www.kimley-horn.com  
 Scale: 1" = 100' | Drawn by: PJP | Checked by: BTM | Date: 02/09/2023 | Sheet No.: 1 of 6

**GENERAL INFORMATION**

TOTAL ACRES	106.055 ACRES
TOTAL LINEAR FEET OF ROW	6,207
LINEAR FEET OF 50' ROW	5,236
LINEAR FEET OF 114' ROW	877
ACRES OF ROW	8.261 ACRES
NUMBER OF SINGLE FAMILY LOTS	149
ACRES OF SINGLE FAMILY LOTS	32,960 ACRES
NUMBER OF NON-RESIDENTIAL LOTS	9
ACRES OF NON-RESIDENTIAL LOTS	74,734 ACRES
TOTAL NUMBER OF LOTS	149

SEE PAGE 6 OF 8 FOR LINE AND CURVE TABLE  
 SEE PAGE 8 OF 8 FOR LOT SUMMARY TABLE

- LEGEND**
- IRON REINFORCED
  - IRON ROD FOUND IN CAP
  - IRON ROD IN HEAD SET
  - 10' REINFORCED ASPHALT CAP SET
  - IRON ROD IN FRAME
  - POINT OF BEGINNING
  - RIGHT OF WAY
  - RIGHT DISTANCE CALLOUT
  - OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS
  - SURVEY
  - EASEMENT
  - EASEMENT TO CORNER OF PER FEMA FIRM 464020048
  - EASEMENT TO CORNER
  - FULLY DEVELOPED 100-YEAR FLOODPLAIN
  - 10' IRON ROD SECT IN CONCRETE W/40' WAP
  - BLOCK CENTERLINES

**SURVEYOR:**  
 KIMLEY-HORN AND ASSOCIATES, INC.  
 651 NW LOOP 410, SUITE 300  
 SAN ANTONIO, TEXAS 78216  
 P.O. BOX 541 8100 FAX: (210) 541 8689  
 CONTACT: JOHN G. MOSEBIS, P.E. S.  
 TIER II FIRM REGISTRATION NO. 13103973

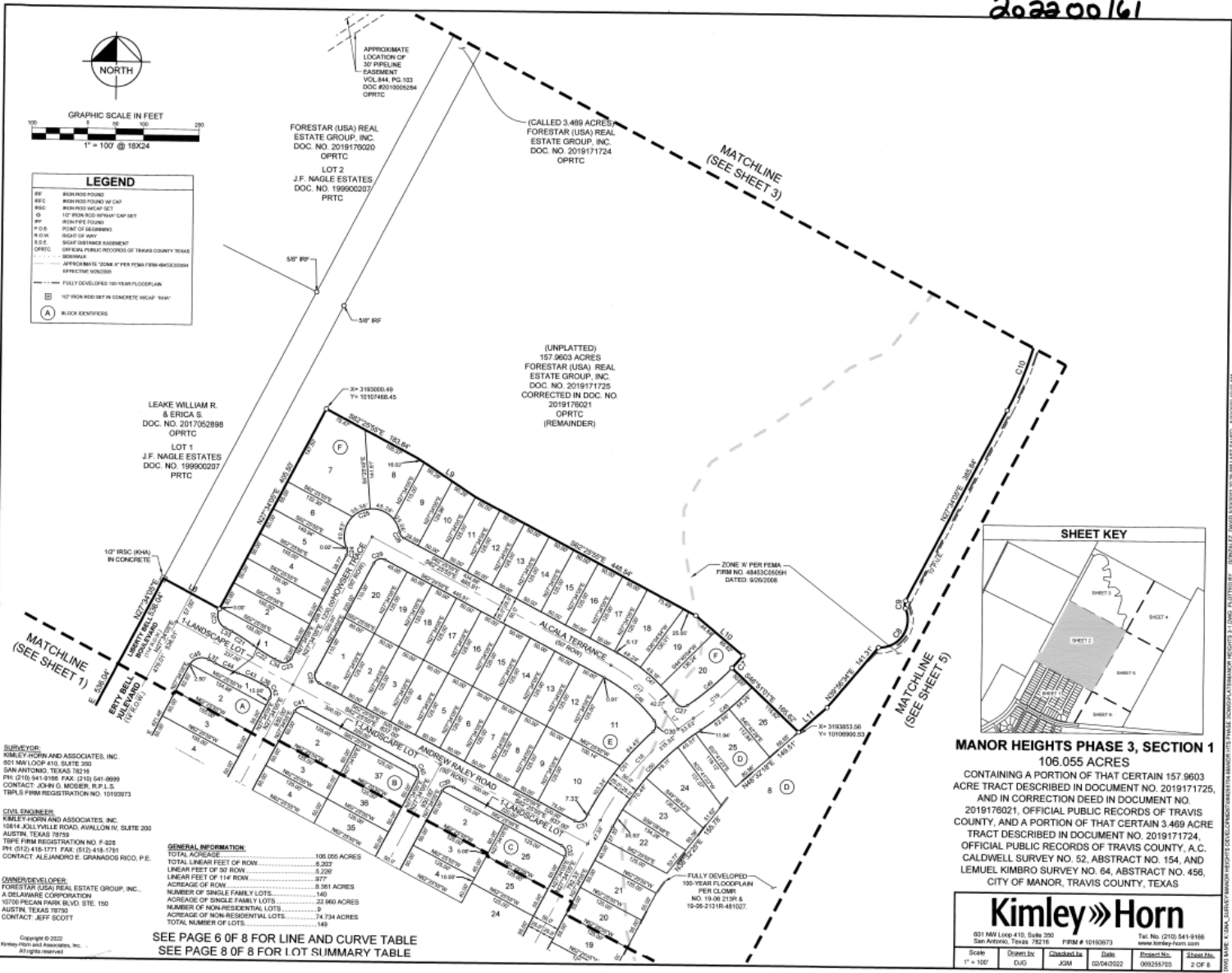
**CIVIL ENGINEER:**  
 KIMLEY-HORN AND ASSOCIATES, INC.  
 10914 JOLLIFIELD ROAD, AVALON IV, SUITE 200  
 AUSTIN, TEXAS 78759  
 TIER II FIRM REGISTRATION NO. F-438  
 P.O. BOX 541 8100 FAX: (210) 419-1791  
 CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

**OWNER/DEVELOPER:**  
 FORESTAR (USA) REAL ESTATE GROUP, INC.  
 A DELAWARE CORPORATION  
 10700 PECAN PARK BLVD, STE. 150  
 AUSTIN, TEXAS 78700  
 CONTACT: JEFF SCOTT

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2022 00 161



**LEGEND**

- IRF IRON ROD FOUND
- IRFC IRON ROD FOUND AT CAP
- IRSC IRON ROD FOUND SET
- IR 10' IRON ROD RIGHT-OF-WAY CAP SET
- IRP IRON PIPE FOUND
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT-OF-WAY
- S.D.E. SIGHT DISTANCE EASEMENT
- OPRTC OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS
- PRTC PRIVATE RECORDS OF TRAVIS COUNTY TEXAS
- APPROXIMATE 2008 4" PER FEMA FIRM 48453C5509H 100-YEAR FLOODPLAIN
- FULLY DEVELOPED 100-YEAR FLOODPLAIN
- 10' IRON ROD SET IN CONCRETE W/ CAP 1/4" x 1/4"
- (A) BLOCK IDENTIFIERS

**SUBJECT:**  
 KIMLEY-HORN AND ASSOCIATES, INC.  
 901 NW LOOP 410, SUITE 300  
 SAN ANTONIO, TEXAS 78216  
 PH: (210) 541-9186 FAX: (210) 541-8989  
 CONTACT: JOHN D. MOSEB, R.P.L.S.  
 TRPLS FIRM REGISTRATION NO. 1012973

**CIVIL ENGINEER:**  
 KIMLEY-HORN AND ASSOCIATES, INC.  
 1814 JOLLYVILLE ROAD, AVALON IV, SUITE 200  
 AUSTIN, TEXAS 78758  
 TRPE FIRM REGISTRATION NO. F-522  
 PH: (512) 419-1771 FAX: (512) 419-1795  
 CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

**OWNER/DEVELOPER:**  
 FORESTAR (USA) REAL ESTATE GROUP, INC.  
 A DELAWARE CORPORATION  
 1070 PISCATAWAY ROAD, SUITE 150  
 AUSTIN, TEXAS 78752  
 CONTACT: JEFF SCOTT

**GENERAL INFORMATION:**

TOTAL ACREAGE	106.055 ACRES
TOTAL LINEAR FEET OF ROW	6,207
LINEAR FEET OF 50' ROW	5,299
LINEAR FEET OF 114' ROW	277
ACREAGE OF ROW	8,361 ACRES
NUMBER OF SINGLE FAMILY LOTS	140
ACREAGE OF SINGLE FAMILY LOTS	23,860 ACRES
NUMBER OF NON-RESIDENTIAL LOTS	9
ACREAGE OF NON-RESIDENTIAL LOTS	74.734 ACRES
TOTAL NUMBER OF LOTS	149

SEE PAGE 6 OF 8 FOR LINE AND CURVE TABLE  
 SEE PAGE 8 OF 8 FOR LOT SUMMARY TABLE

**MANOR HEIGHTS PHASE 3, SECTION 1**  
 106.055 ACRES

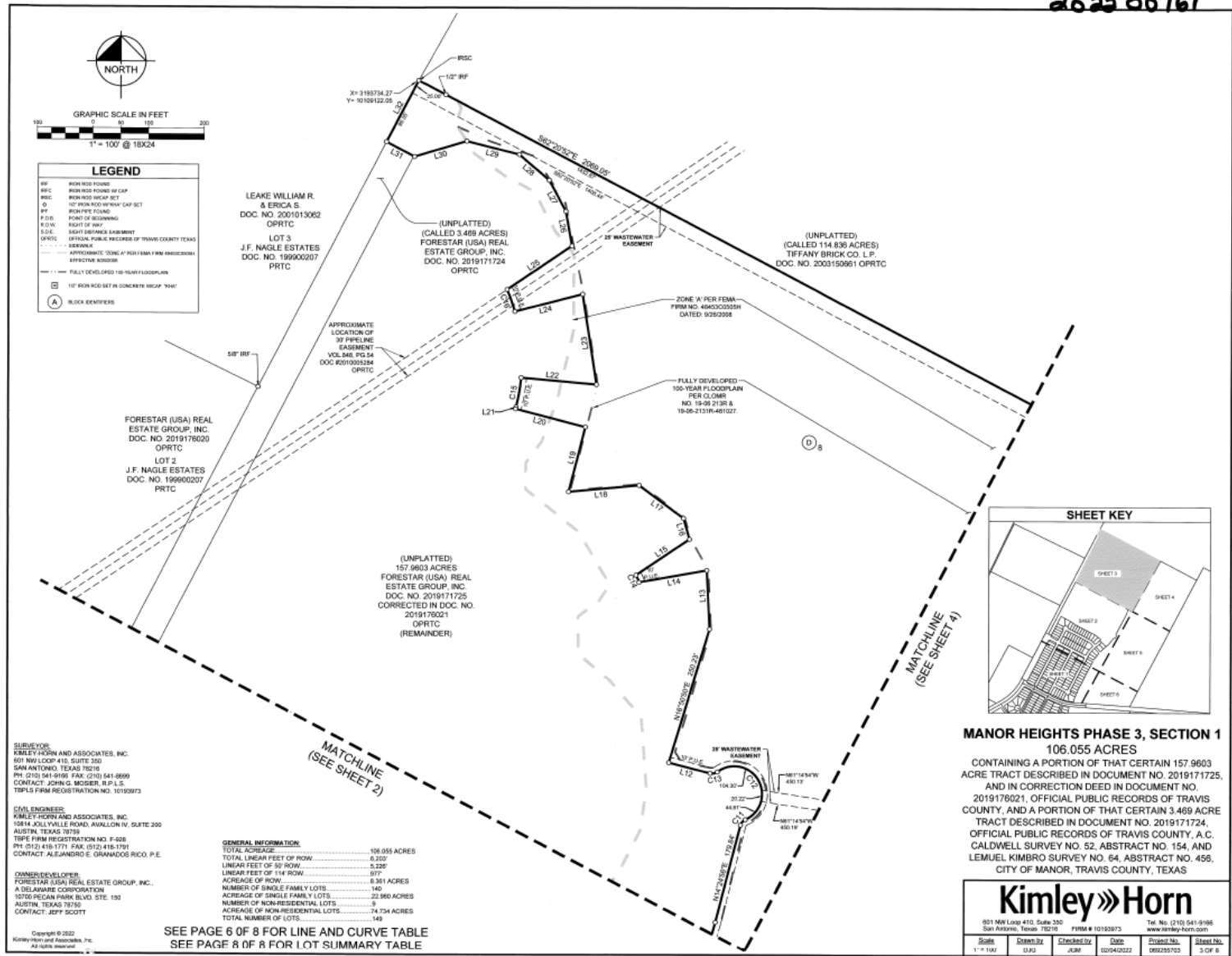
CONTAINING A PORTION OF THAT CERTAIN 157,9603 ACRES TRACT DESCRIBED IN DOCUMENT NO. 2019171725, AND IN CORRECTION DEED IN DOCUMENT NO. 2019178021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND A PORTION OF THAT CERTAIN 3,469 ACRES TRACT DESCRIBED IN DOCUMENT NO. 2019171724, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, AND LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS

**Kimley»Horn**

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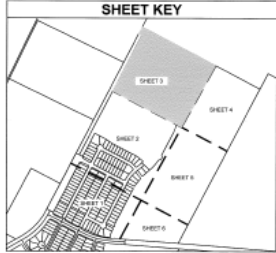
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	DUG	JGM	02/04/2022	099251703	2 OF 8

2022 00 161



**LEGEND**

- BP BORN ROAD FOUND
- BPC BORN ROAD FOUND IN CAP
- BSC BORN ROAD IN CAP SET
- D 10' BORN ROAD IN CAP SET
- FF BORN PIPE FOUND
- F.D. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- S.E. RIGHT OF WAY EASEMENT
- OPRTC OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS
- APPROXIMATE CORNER BY FERM FROM PROCEEDINGS
- EFFECTIVE BOUNDARY
- 100 YEAR FLOODPLAIN
- 10' BORN ROAD IN CAP "2004"
- BLOCK IDENTIFIERS



**MANOR HEIGHTS PHASE 3, SECTION 1**  
**106.055 ACRES**  
 CONTAINING A PORTION OF THAT CERTAIN 157.9603 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171725, AND IN CORRECTION DEED IN DOCUMENT NO. 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND A PORTION OF THAT CERTAIN 3.469 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171724, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, AND LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 458, CITY OF MANOR, TRAVIS COUNTY, TEXAS

**GENERAL INFORMATION**

TOTAL ACREAGE	106.055 ACRES
TOTAL LINEAR FEET OF ROW	6,202'
LINEAR FEET OF 50' ROW	5,228'
LINEAR FEET OF 114' ROW	972'
ACREAGE OF ROW	8.361 ACRES
NUMBER OF SINGLE FAMILY LOTS	140
ACREAGE OF SINGLE FAMILY LOTS	22.960 ACRES
NUMBER OF NON-RESIDENTIAL LOTS	9
ACREAGE OF NON-RESIDENTIAL LOTS	74.734 ACRES
TOTAL NUMBER OF LOTS	149

**SUBVEYOR:**  
 KIMLEY HORN AND ASSOCIATES, INC.  
 601 NW LOOP 410, SUITE 350  
 SAN ANTONIO, TEXAS 78216  
 PH: (210) 541-9199 FAX: (210) 541-8669  
 CONTACT: JOHN G. MESSER, R.P.L.S.  
 TEPUS FIRM REGISTRATION NO. 10103973

**CIVIL ENGINEER:**  
 KIMLEY HORN AND ASSOCIATES, INC.  
 10814 JOLLYVILLE ROAD, AVALON IV, SUITE 200  
 AUSTIN, TEXAS 78758  
 TEPUS FIRM REGISTRATION NO. F-528  
 PH: (210) 416-1771 FAX: (210) 416-1793  
 CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

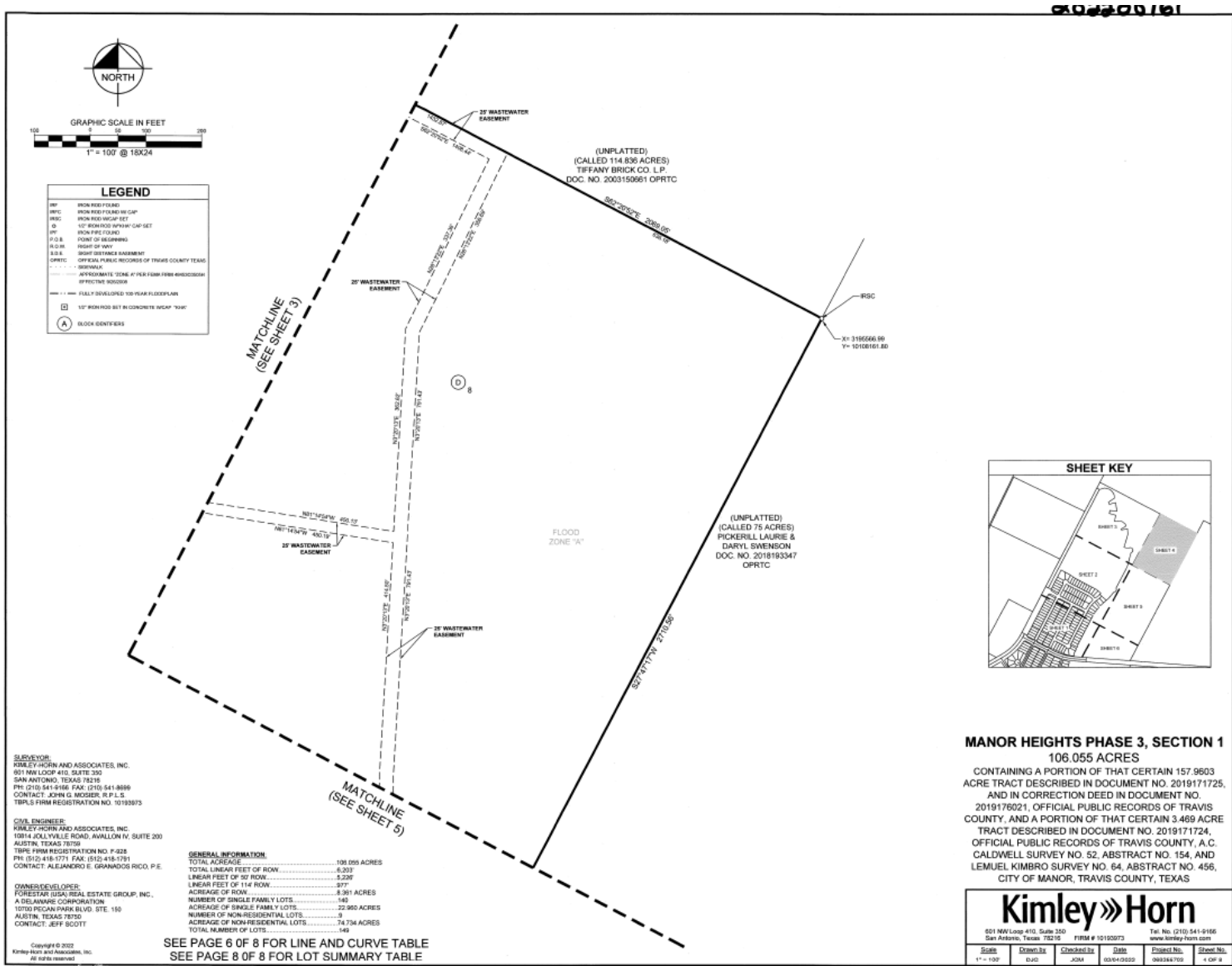
**OWNER/DEVELOPER:**  
 FORESTAR (USA) REAL ESTATE GROUP, INC.  
 A DELAWARE CORPORATION  
 10750 PEGAN PARK BLVD, STE. 150  
 AUSTIN, TEXAS 78750  
 CONTACT: JEFF SCOTT

SEE PAGE 6 OF 8 FOR LINE AND CURVE TABLE  
 SEE PAGE 8 OF 8 FOR LOT SUMMARY TABLE

**Kimley»Horn**

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Scale	Sheet No.	Checked By	Date	Drawn By	Sheet No.
1" = 100'	032	JGM	02/24/2022	08923973	3 OF 8



**SUPERVISOR:**  
 HOLEY HORN AND ASSOCIATES, INC.  
 651 HW LOOP 410, SUITE 300  
 SAN ANTONIO, TEXAS 78216  
 PH: (210) 541-9166 FAX: (210) 541-8899  
 CONTACT: JOHN G. MOSSER, R.P.L.S.  
 TPLS FIRM REGISTRATION NO. 10193973

**CIVIL ENGINEER:**  
 HOLEY HORN AND ASSOCIATES, INC.  
 10914 JOLLYVILLE ROAD, AVALLON IV, SUITE 200  
 AUSTIN, TEXAS 78758  
 TPLS FIRM REGISTRATION NO. F-222  
 PH: (512) 418-1771 FAX: (512) 418-1791  
 CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

**OWNER/DEVELOPER:**  
 FORTSTAR EQUITY REAL ESTATE GROUP, INC.  
 A BELMONT CORPORATION  
 10700 PECAN PARK BLVD, STE. 150  
 AUSTIN, TEXAS 78750  
 CONTACT: JEFF SCOTT

**GENERAL INFORMATION**

TOTAL ACRES	106.055 ACRES
TOTAL LINEAR FEET OF ROW	6,203
LINEAR FEET OF 50' ROW	5,230
LINEAR FEET OF 114' ROW	377
ACREAGE OF ROW	8.961 ACRES
NUMBER OF SINGLE FAMILY LOTS	143
ACREAGE OF SINGLE FAMILY LOTS	22.960 ACRES
NUMBER OF NON-RESIDENTIAL LOTS	9
ACREAGE OF NON-RESIDENTIAL LOTS	74.734 ACRES
TOTAL NUMBER OF LOTS	149

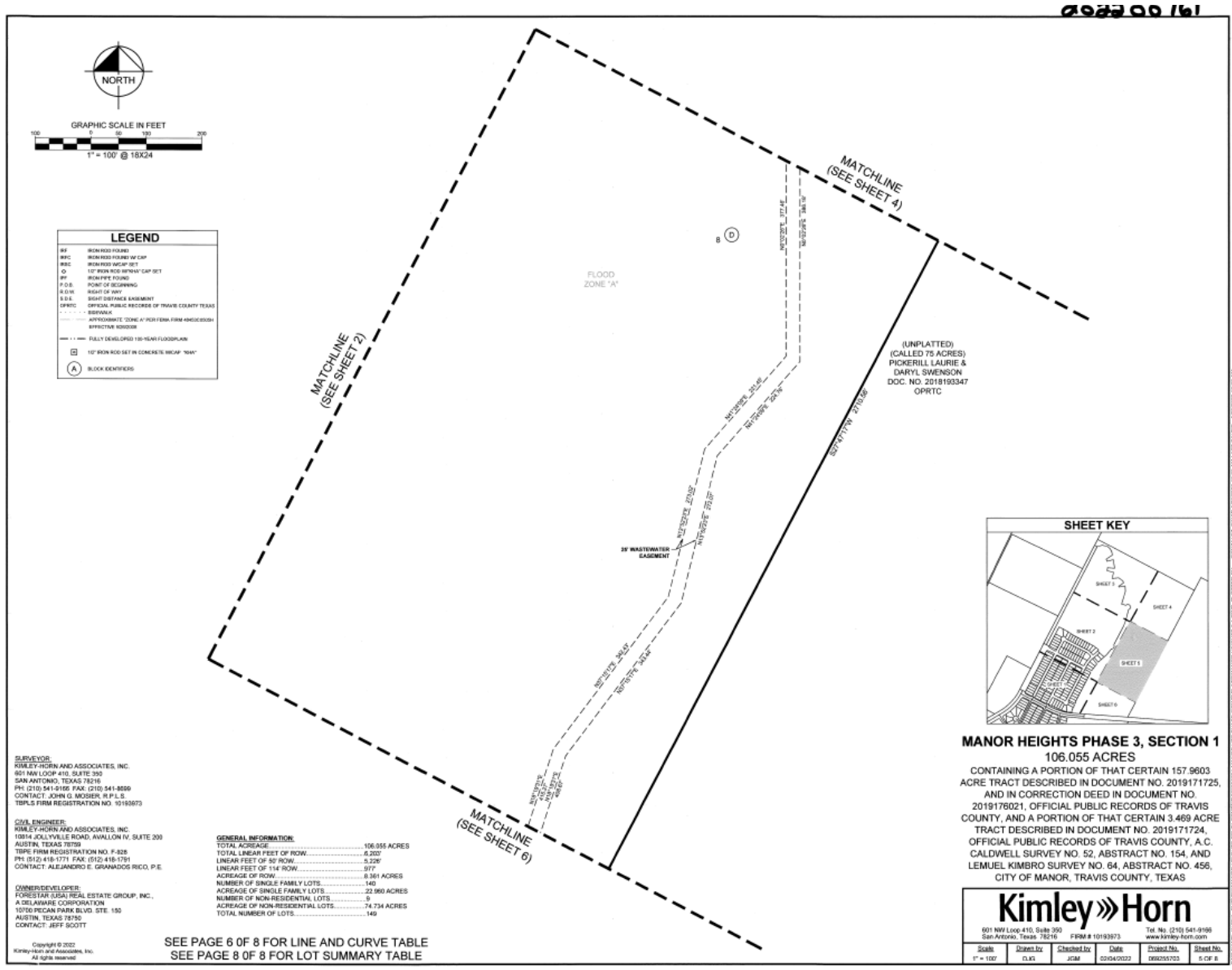
SEE PAGE 6 OF 8 FOR LINE AND CURVE TABLE  
 SEE PAGE 8 OF 8 FOR LOT SUMMARY TABLE

**MANOR HEIGHTS PHASE 3, SECTION 1**  
 106.055 ACRES  
 CONTAINING A PORTION OF THAT CERTAIN 157.9603  
 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171725,  
 AND IN CORRECTION DEED IN DOCUMENT NO.  
 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS  
 COUNTY, AND A PORTION OF THAT CERTAIN 3.469 ACRE  
 TRACT DESCRIBED IN DOCUMENT NO. 2019171724,  
 OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, A.C.  
 CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, AND  
 LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456,  
 CITY OF MANOR, TRAVIS COUNTY, TEXAS

**Kimley»Horn**

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1" = 100'	DJS	JOM	05/04/2023	089324709	4 OF 8



**SURVEYOR:**  
 KIMLEY-HORN AND ASSOCIATES, INC.  
 601 MAIN LOOP #110, SUITE 300  
 SAN ANTONIO, TEXAS 78216  
 PH: (210) 541-9199 FAX: (210) 541-8899  
 CONTACT: JOHN G. MOSEK, R.P.L.S.  
 TBP.L.S FIRM REGISTRATION NO. 10193873

**CIVIL ENGINEER:**  
 KIMLEY-HORN AND ASSOCIATES, INC.  
 10814 JULYVILLE ROAD, WILLOW PARK, SUITE 200  
 AUSTIN, TEXAS 78759  
 TBP.E FIRM REGISTRATION NO. 4308  
 PH: (512) 416-1771 FAX: (512) 416-1791  
 CONTACT: ALEJANDRO E. GRANADOS RICCO, P.E.

**OWNER/DEVELOPER:**  
 FORESTAR (USA) REAL ESTATE GROUP, INC.,  
 A DELAWARE CORPORATION  
 10700 PECAN PARK BLVD. STE. 100  
 AUSTIN, TEXAS 78750  
 CONTACT: JEFF SCOTT

**GENERAL INFORMATION:**

TOTAL ACRES	106.955 ACRES
TOTAL LINEAR FEET OF ROW	6,207'
LINEAR FEET OF 50' ROW	3,229'
LINEAR FEET OF 15' ROW	877'
ACRES OF ROW	8.861 ACRES
NUMBER OF SINGLE FAMILY LOTS	140
ACRES OF SINGLE FAMILY LOTS	22.960 ACRES
NUMBER OF NON-RESIDENTIAL LOTS	0
ACRES OF NON-RESIDENTIAL LOTS	74.734 ACRES
TOTAL NUMBER OF LOTS	140

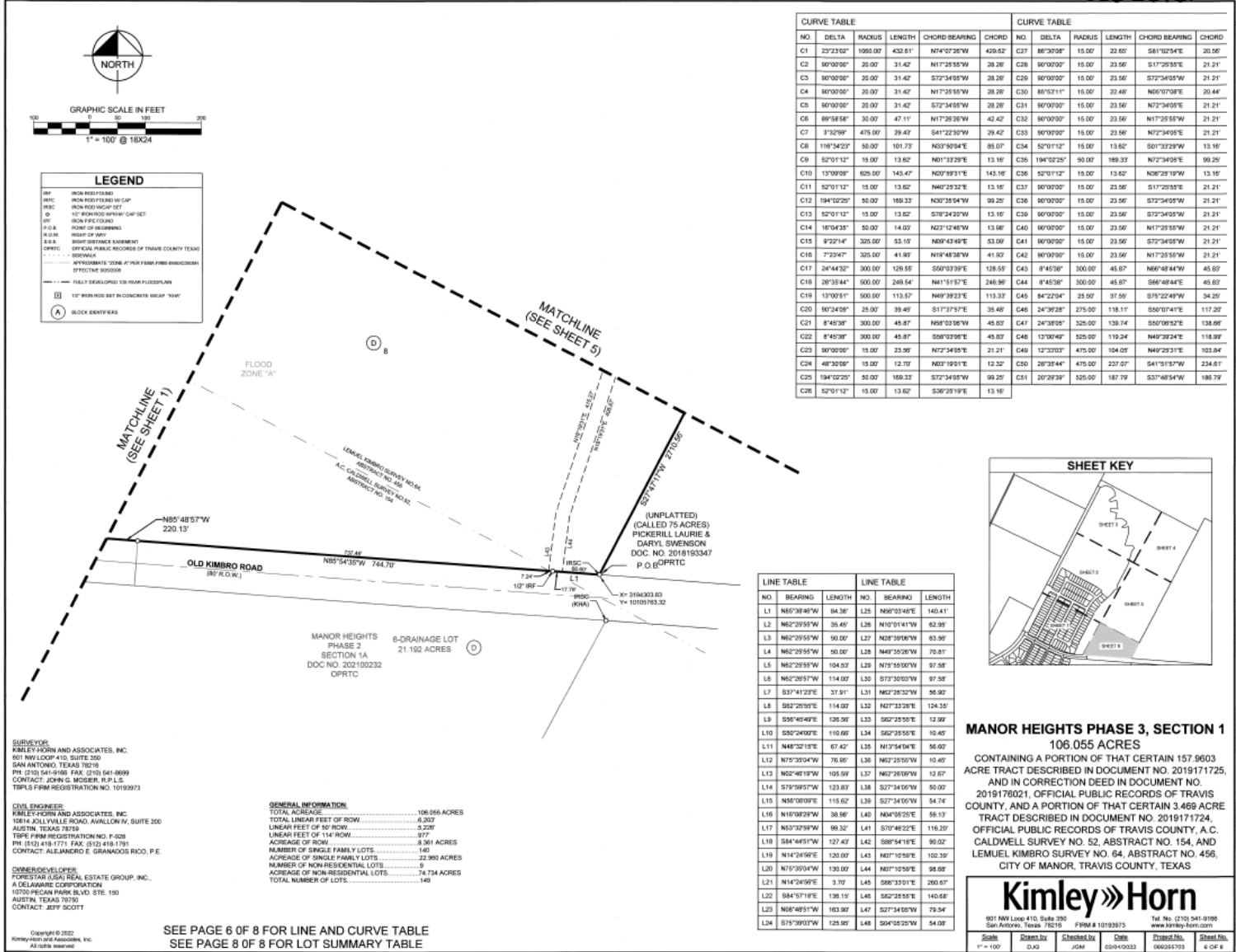
SEE PAGE 6 OF 8 FOR LINE AND CURVE TABLE  
 SEE PAGE 8 OF 8 FOR LOT SUMMARY TABLE

**MANOR HEIGHTS PHASE 3, SECTION 1**  
 106.055 ACRES  
 CONTAINING A PORTION OF THAT CERTAIN 157.9603  
 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171725,  
 AND IN CORRECTION DEED IN DOCUMENT NO.  
 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS  
 COUNTY, AND A PORTION OF THAT CERTAIN 3.469 ACRE  
 TRACT DESCRIBED IN DOCUMENT NO. 2019171724,  
 OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, A.C.  
 CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, AND  
 LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456,  
 CITY OF MANOR, TRAVIS COUNTY, TEXAS

**Kimley»Horn**

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1" = 100'	FLG	JGM	02/04/2022	0602050703	5 OF 8



THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

WHEREAS, FORESTAR USA REAL ESTATE GROUP INC., A DELAWARE CORPORATION, THE OWNER OF 106.055 ACRES TRACT LOCATED IN THE A.C. CALDWELL SURVEY NUMBER 52, ABSTRACT NUMBER 154, AND THE LEMUEL KIMBRO SURVEY NO. 54, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS, CONTAINING A PORTION OF THAT CERTAIN 157,9603 ACRES TRACT DESCRIBED IN DOCUMENT NO. 201917174, CORRECTED DOCUMENT NO. 201917174, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND A PORTION OF THAT CERTAIN 3,469 ACRES TRACT DESCRIBED IN DOCUMENT NO. 2019171724, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND DO HEREBY SUBDIVIDE SAID, HAVING BEEN APPROVED FOR SUBDIVISION PURSUANT TO THE PUBLIC NOTIFICATION AND HEARING PROVISIONS OF CHAPTERS 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 "MANOR HEIGHTS PHASE 3, SECTION 1" OF THE CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY SUBDIVIDES SAID 106.055 ACRES OF LAND OF SAID IN ACCORDANCE WITH THE ATTACHED MAP OR PLAN TO BE KNOWN AS "MANOR HEIGHTS PHASE 3, SECTION 1" AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND PUBLIC EASEMENTS THEREON SHOWN FOR THE PURPOSED AND CONSIDERATION THEREIN EXPRESSED, SUBJECT TO ANY EASEMENT OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS MAY 25 DAY OF 2022

BY: *Jeff Scott*  
FORESTAR USA REAL ESTATE GROUP INC.,  
A DELAWARE CORPORATION  
10700 PECAN PARK BLVD. STE. 150  
AUSTIN, TEXAS 78750  
JEFF SCOTT

THE STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Jeff Scott KNOWN TO ME TO BE THE PERSON OF AGENT WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 25<sup>th</sup> DAY OF MAY, 2022

*Anna Ouellet*  
NOTARY PUBLIC  
NOTARY REGISTRATION NUMBER: 31429841  
MY COMMISSION EXPIRES: 1-2-23  
COUNTY OF WILLIAMSON  
THE STATE OF TEXAS

STATE OF TEXAS §  
COUNTY OF TRAVIS §

I, ALEJANDRO E. GRANADOS RICO, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAN COMPLIES WITH THE SURVEYING 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 COTTOMWOOD CREEK WATERSHED.

A PORTION OF THIS SITE LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 494320504, EFFECTIVE DATE SEPTEMBER 26, 2004, TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

*Alfredo E. Granados Rico*  
ALEJANDRO E. GRANADOS RICO, P.E.  
REGISTERED PROFESSIONAL ENGINEER NO. 130084  
KIMLEY-HORN AND ASSOCIATES, INC.  
15814 JOLI VILLE ROAD  
ANALLON IV, SUITE 200  
AUSTIN, TEXAS 78759

STATE OF TEXAS §  
COUNTY OF BEXAR §

I, JOHN G. MOSIER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS 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.

*John G. Mosier* 5-23-2022  
JOHN G. MOSIER  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 8330 - STATE OF TEXAS  
601 NW LOOP #10, SUITE 300  
SAN ANTONIO, TEXAS 78216  
PH: 210-321-3422  
jgm@kimley-horn.com

SURVEYOR'S NOTES

1. THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRS, CENTRAL ZONE 179S-423S (MADIS), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS).
2. ALL DISTANCES SHOWN HEREON ARE ON THE SURFACE. THE COMBINED SURFACE TO GRID SCALE FACTOR FOR THE PROJECT IS 0.999997643. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.
3. ALL PROPERTY CORNERS OF THE LOTS IN THIS SUBDIVISION WILL BE MONUMENTED FROM BOTH LOTS SALES AND AFTER ROAD CONSTRUCTION WITH 6" (6.35 CM) IRON PIPES WITH RED PLASTIC CAP STAMPEDED YEAR, UNLESS OTHERWISE NOTED.

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GENERAL NOTES

1. PROPERTY OWNERS OF THE LOTS ON WHICH THE PUBLIC UTILITY EASEMENT OR THE UNDERGROUND STORM WATER DRAINAGE FACILITIES EASEMENT ARE LOCATED AS SHOWN ON THIS 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.
2. A 10' PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET RIGHTS OF WAY.
3. PUBLIC SIDEWALKS BUILT TO CITY OF MANOR STANDARDS, ARE REQUIRED ALONG ALL STREETS WITHIN THIS SUBDIVISION. THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE ADJOINING LOT BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY BUILDING PERMITS OR UTILITY CONNECTIONS BY THE GOVERNING BODY OF UTILITY COMPANY.
4. DRIVEWAY AND DRAINAGE CONSTRUCTION STANDARDS SHALL BE IN ACCORDANCE WITH THE REQUIREMENT OF THE CITY OF MANOR STANDARDS UNLESS OTHERWISE SPECIFIED AND APPROVED BY THE CITY OF MANOR.
5. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO THE CITY OF MANOR WATER AND WASTEWATER SYSTEM.
6. NO BUILDINGS SHALL BE CONSTRUCTED OR MAINTAINED WITHIN THE PUBLIC UTILITIES EASEMENTS OR THE UNDERGROUND STORM WATER FACILITIES EASEMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF MANOR. THE CITY OF MANOR IS NOT RESPONSIBLE FOR THE DAMAGE TO OR REPLACING ANY PORTIONS OF ANY FENCING, LANDSCAPING OR OTHER IMPROVEMENTS CONSTRUCTED WITHIN ANY OF SUCH EASEMENTS WHICH WERE NOT APPROVED BY THE CITY OF MANOR BEFORE THEIR CONSTRUCTION DUE TO THE NECESSARY AND CUSTOMARY WORK BY THE CITY OF MANOR IN REPAIRING, MAINTAINING, OR REPLACING THE UNDERGROUND PIPES AND RELATED FACILITIES WITHIN SUCH EASEMENTS.
7. ALL STREETS, DRAINAGE IMPROVEMENTS, SIDEWALKS, WATER AND WASTEWATER LINES, AND EROSION CONTROLS SHALL BE CONSTRUCTED AND INSTALLED TO CITY OF MANOR STANDARDS.
8. EROSION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON INDIVIDUAL LOTS, INCLUDING DETACHED SINGLE FAMILY IN ACCORDANCE WITH SECTION 1.4.8 OF THE CITY OF AUSTIN ENVIRONMENTAL CRITERIA MANUAL, FEBRUARY 20, 2020.
9. ALL STREETS IN THE SUBDIVISION SHALL BE CONSTRUCTED TO CITY OF MANOR URBAN STREET STANDARDS. ALL STREETS WILL BE CONSTRUCTED WITH CURB AND GUTTER.
10. PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF MANOR.
11. THE SUBDIVISION OWNER/DEVELOPER AS IDENTIFIED ON THIS PLAN IS RESPONSIBLE FOR POSTING FISCAL SURETY FOR THE CONSTRUCTION OF ALL SIDEWALKS AS SHOWN OR LISTED ON THE MANOR HEIGHTS PHASE 3 SECTION 1 FINAL PLAN, WHETHER INSTALLED BY THE OWNER/DEVELOPER OR BY AN INDIVIDUAL CONTRACTOR. IT IS THE RESPONSIBILITY OF THE OWNER/DEVELOPER TO ENSURE ALL SIDEWALKS ARE ADA COMPLIANT UNLESS A WAIVER HAS BEEN GRANTED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION.
12. THE BUILDING SETBACK LINES SHALL COMPLY WITH THE APPROVED MANOR HEIGHTS PUD (ORDINANCE NO. 534) AND ARE AS FOLLOWS: (SEE TYPICAL SETBACK DETAIL)  
FRONT YARD - 30'  
REAR YARD - 10'  
SIDE YARD - 5'  
STREET SIDE YARD - 10'
13. THE HOME OWNERS ASSOCIATION, AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HOA") SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL NON-RESIDENTIAL LOTS THAT ARE DEDICATED TO THE HOA.
14. PER THE APPROVED MANOR HEIGHTS PUD, MINIMUM SINGLE-FAMILY RESIDENTIAL LOT SHALL BE 6200 SQ.FT. WITHIN PUD-SP-1 AND 3500 SQ.F. WITHIN PUD-MEDIUM DENSITY. THE MINIMUM HOME SIZES SHALL COMPLY WITH THOSE SET FORTH IN THE MANOR HEIGHTS PUD OF 1500 SQ.FT.
15. LOT 8, BLOCK D, DRAINAGE LOT IS DEDICATED TO THE CITY OF MANOR, TEXAS. THE HOMEOWNER ASSOCIATION AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HOA") SHALL BE RESPONSIBLE FOR MAINTENANCE OF LOT 8, BLOCK D, DRAINAGE LOT. IN ACCORDANCE WITH THAT CERTAIN DEVELOPMENT AGREEMENT (MANOR HEIGHTS) DATED EFFECTIVE NOVEMBER 7, 2016 AS AMENDED (THE "DEVELOPMENT AGREEMENT") AND SHALL ENTER INTO A LICENSE AGREEMENT WITH THE CITY IN SUBSTANTIALLY THE FORM PROVIDED IN THE DEVELOPMENT AGREEMENT. THE CITY SHALL BE RESPONSIBLE FOR MAINTENANCE OF LOT 8, BLOCK D, DRAINAGE LOT, UPON TERMINATION OF THE LICENSE AGREEMENT OR THE TERMINATION OF THE MAINTENANCE PERIOD PROVIDED IN THE DEVELOPMENT AGREEMENT, WHICHEVER IS LONGER.
16. ACCESS TO NON-RESIDENTIAL LOTS SHALL BE PROVIDED TO THE CITY WHERE MAINTENANCE IS REQUIRED TO BE PERFORMED BY THE CITY IN ACCORDANCE WITH THAT CERTAIN DEVELOPMENT AGREEMENT (MANOR HEIGHTS) DATED EFFECTIVE NOVEMBER 7, 2016, AS AMENDED.

601 NW LOOP #10, Suite 300  
San Antonio, Texas 78216  
PH: (210) 341-8956 FAX: (210) 341-8939  
CONTACT: JOHN G. MOSIER, R.P.L.S.  
TBLPS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER  
KIMLEY-HORN AND ASSOCIATES, INC.  
10814 JOLI VILLE ROAD, ANALLON IV, SUITE 200  
AUSTIN, TEXAS 78759  
TBLPS FIRM REGISTRATION NO. F-428  
PH: (512) 418-1771 FAX: (512) 418-1791  
CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

OWNER/DEVELOPER  
FORESTAR (USA) REAL ESTATE GROUP, INC.,  
A DELAWARE CORPORATION  
10700 PECAN PARK BLVD. STE. 150  
AUSTIN, TEXAS 78750  
CONTACT: JEFF SCOTT

CITY OF MANOR ACKNOWLEDGMENTS

THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF MANOR CORPORATE CITY LIMITS AS OF THIS DATE, 14<sup>th</sup> DAY OF June, 2021.

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, ON THIS DATE, 11<sup>th</sup> DAY OF July, 2021.

APPROVED: *Julie Leonard*  
JULIE LEONARD, CLERK  
ATTEST: *Lluvia T. Almaraz*  
LLUVIA T. ALMARAZ, CITY SECRETARY

ACCEPTED AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, ON THIS DATE, 11<sup>th</sup> DAY OF July, 2021.

APPROVED: *Dr. Christopher Harnish*  
DR. CHRISTOPHER HARNISH, MAYOR  
ATTEST: *Lluvia T. Almaraz*  
LLUVIA T. ALMARAZ, CITY SECRETARY

CITY OF MANOR TEXAS

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

I, REBECCA GUERRERO, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF DEED AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DATE 25<sup>th</sup> DAY OF June, 2022 AT 10:00 O'CLOCK AM DULY RECORDED ON THE DAY OF RECORD OF June, 2022 AT 10:00 O'CLOCK AM IN THE PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER 202206061 OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 25<sup>th</sup> DAY OF June, 2022

REBECCA GUERRERO, COUNTY CLERK, TRAVIS COUNTY, TEXAS

BY: *T. Perez*  
T. PEREZ  
DEPUTY

CITY OF MANOR TEXAS

STANDARD SETBACK DETAIL  
NOT TO SCALE

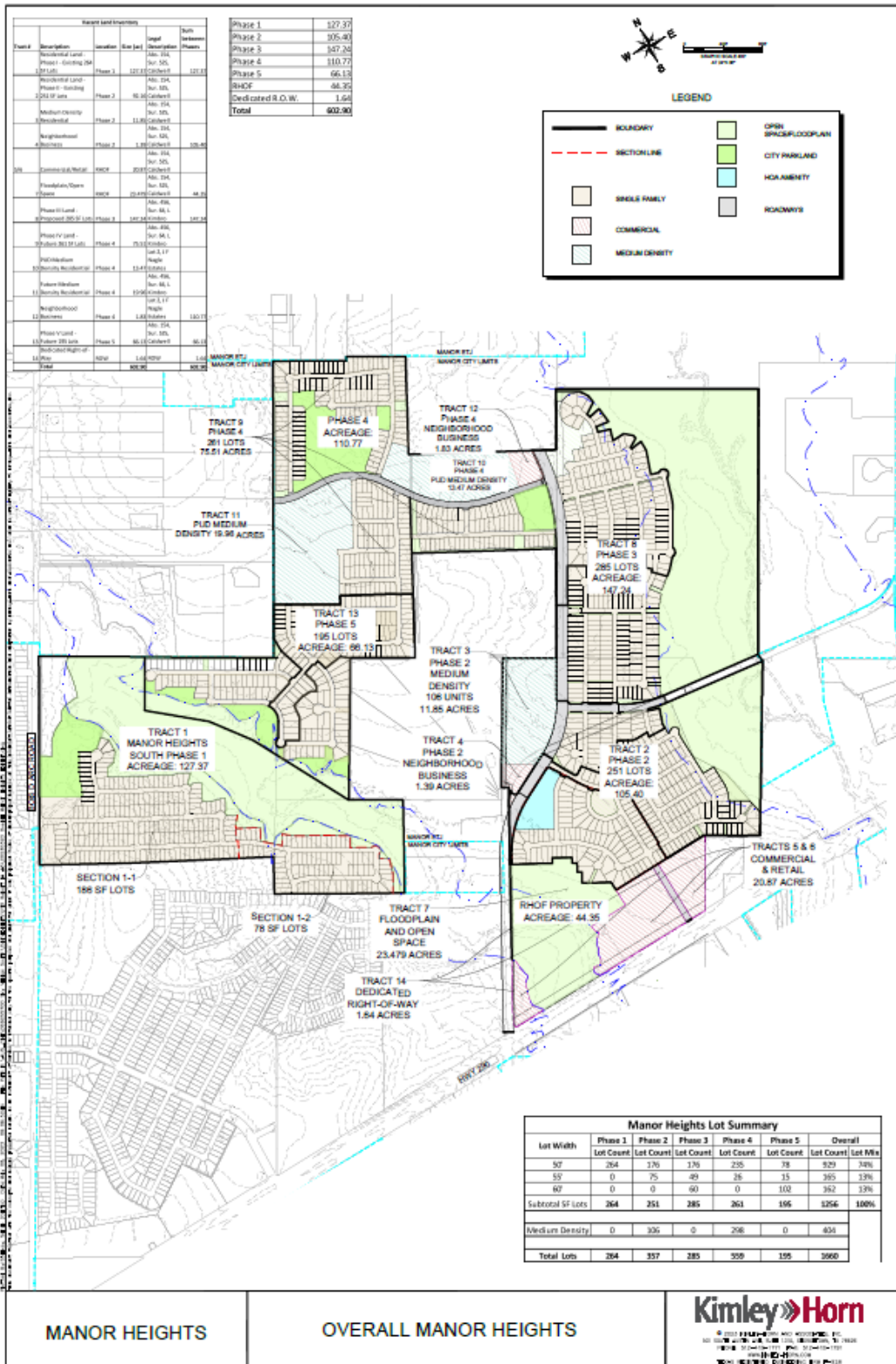


**EXHIBIT A-8 – MAJOR IMPROVEMENT AREA LEGAL DESCRIPTION**

383.102 Acres Being Portions of a called 267.972 acre Tract of land Recorded in document No.2016214460, Official Public Records of Travis County, 157.9603 Acre Tract Recorded in document No.201718086, Official Public Records of Travis County, A called 90.0886 Acre Tract Recorded in Documents No.2017194263, Official Public Records of Travis County, and a portion of Old Kimbro Road A.C. Caldwell Survey No. 52, Abstract No 154 City of Manor, Travis County, Texas

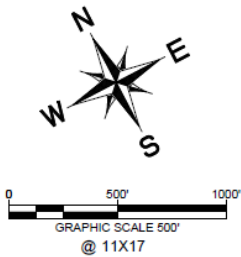


# EXHIBIT B-1 – DISTRICT BOUNDARY MAP

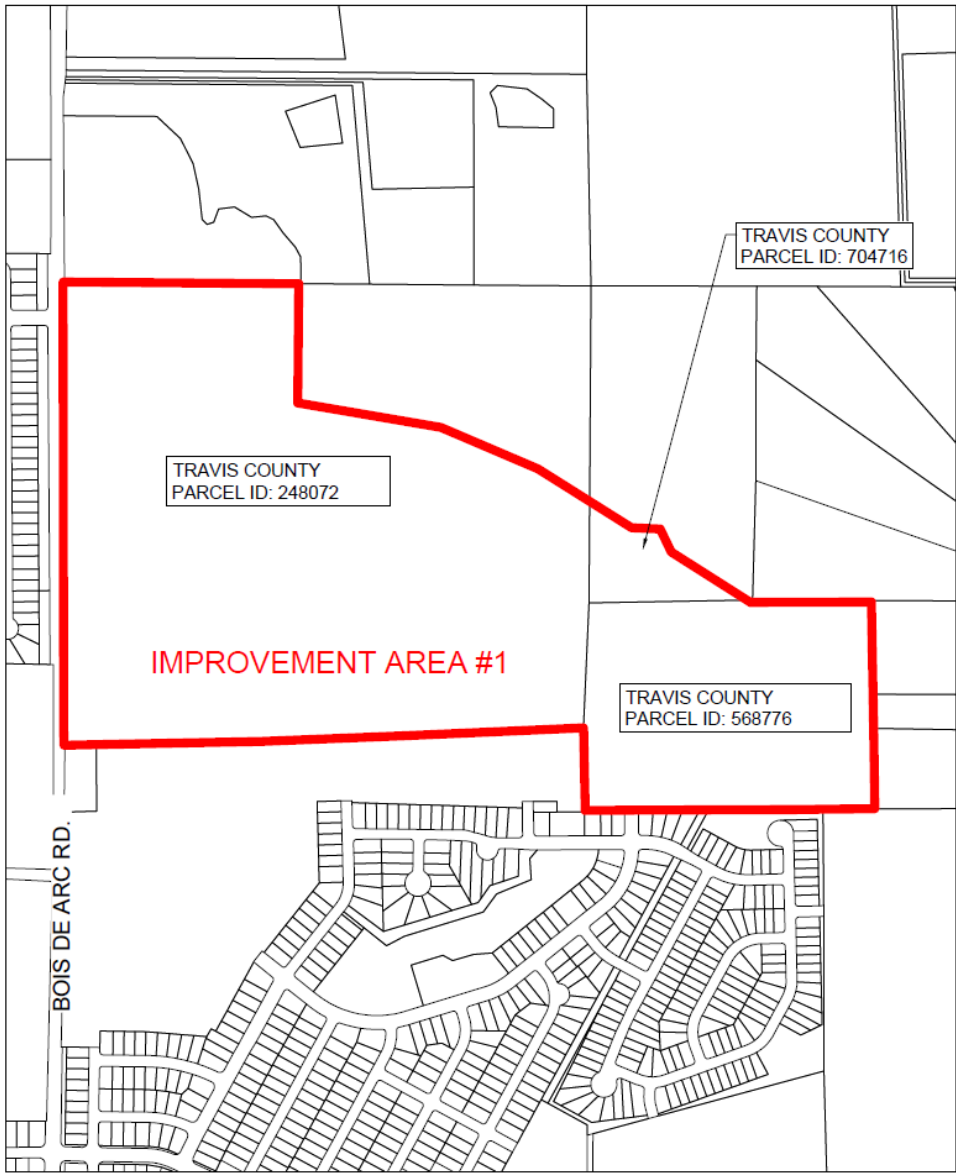


# EXHIBIT B-2 – IMPROVEMENT AREA #1 BOUNDARY MAP

## LEGEND



	BOUNDARY
	IA #1
	TAX PARCEL BOUNDARY

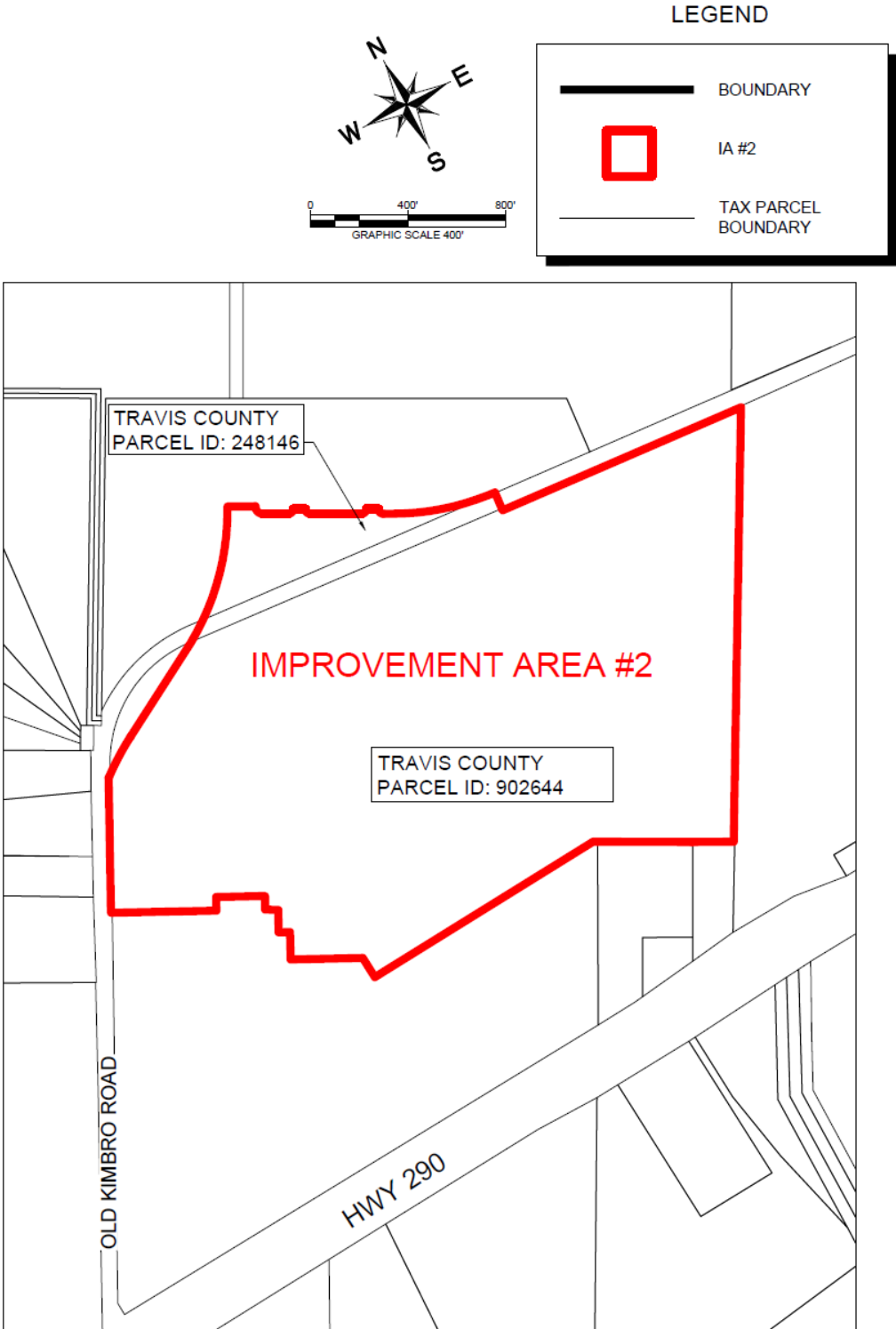


## EXHIBIT F - IMPROVEMENT AREA #1

MANOR, TEXAS  
FEBRUARY 2021



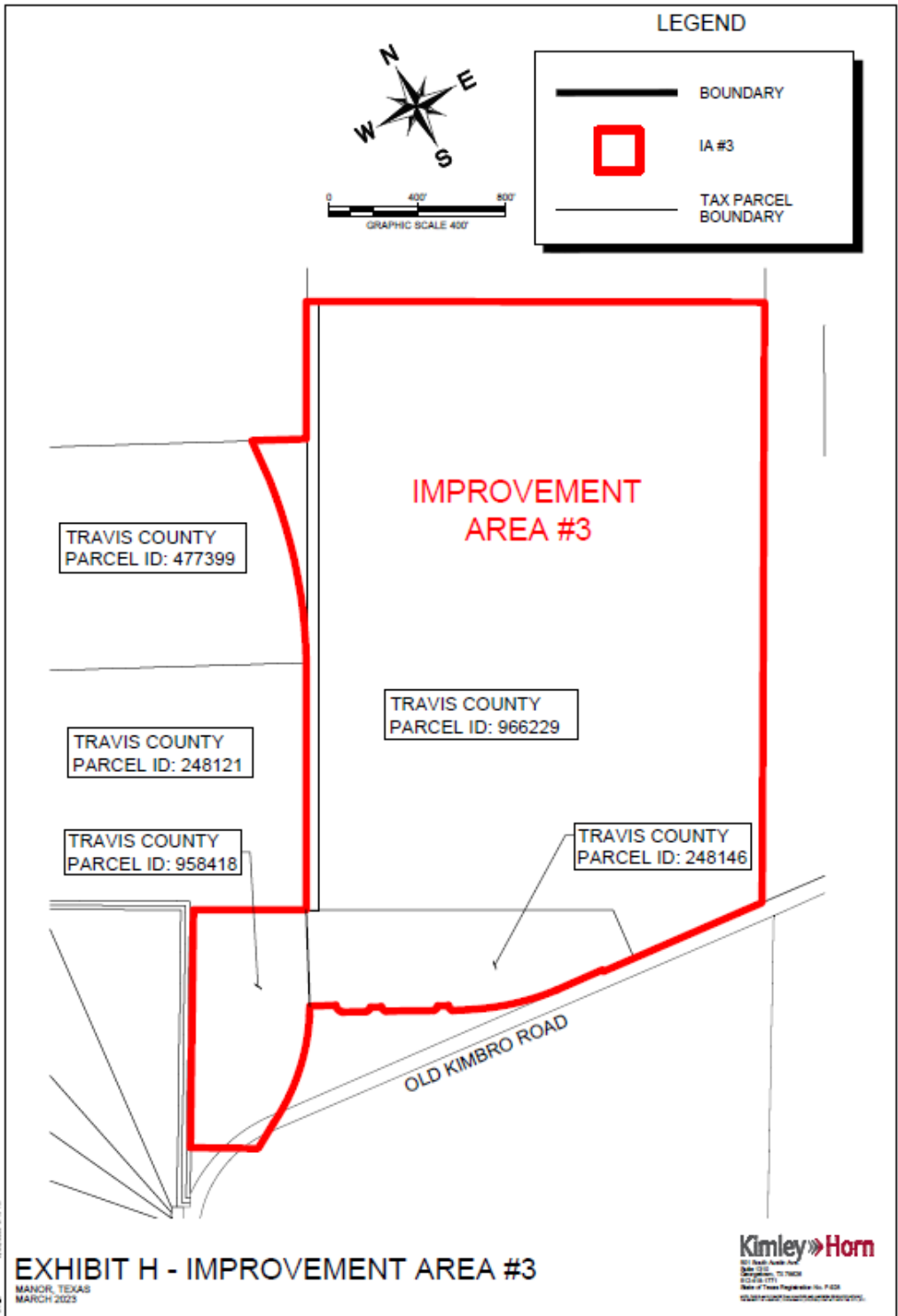
**EXHIBIT B-3 – IMPROVEMENT AREA #2 BOUNDARY MAP**



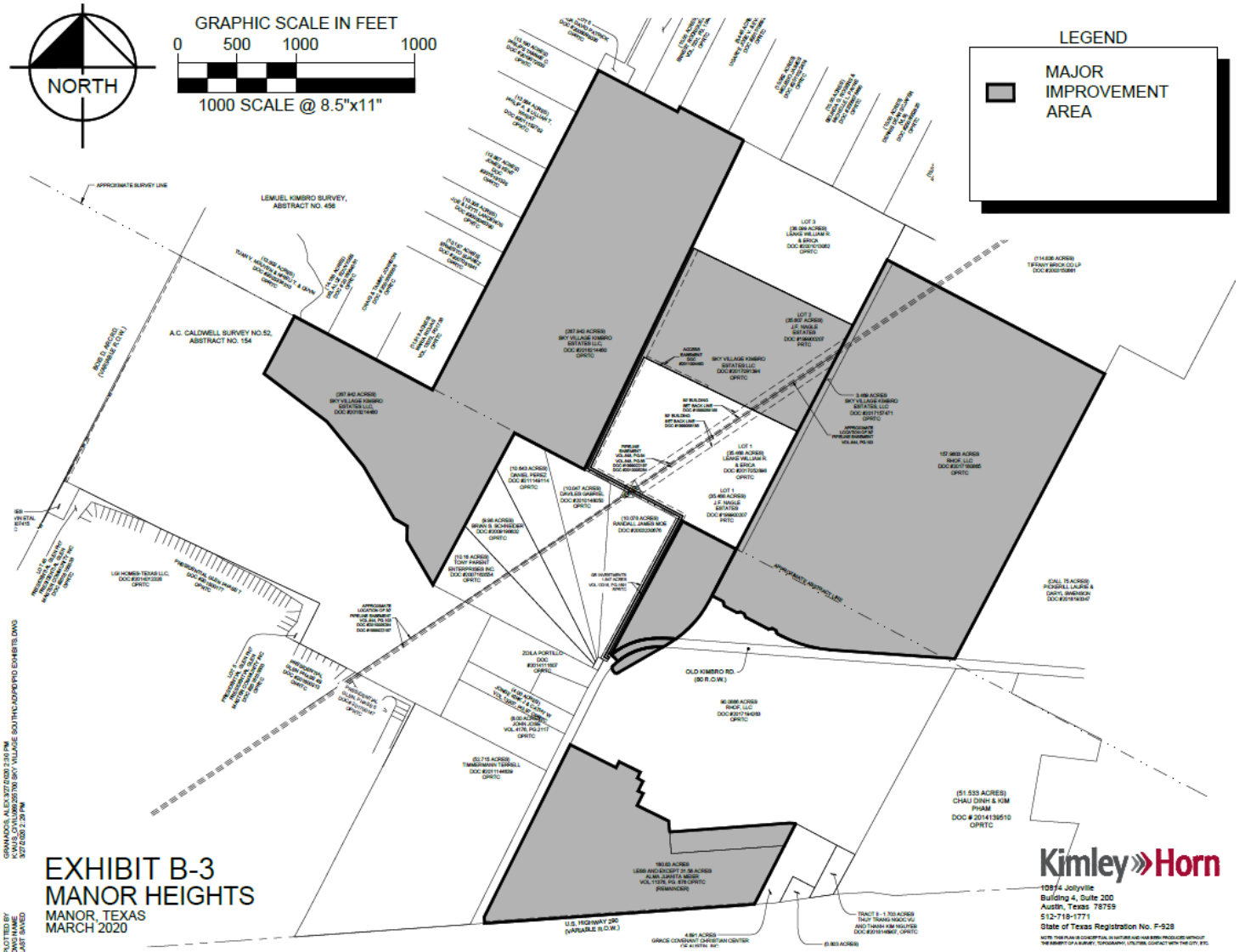
**EXHIBIT H - IMPROVEMENT AREA #2**  
MANOR, TEXAS  
FEBRUARY 2021



**EXHIBIT B-4 – IMPROVEMENT AREA #3 BOUNDARY MAP**

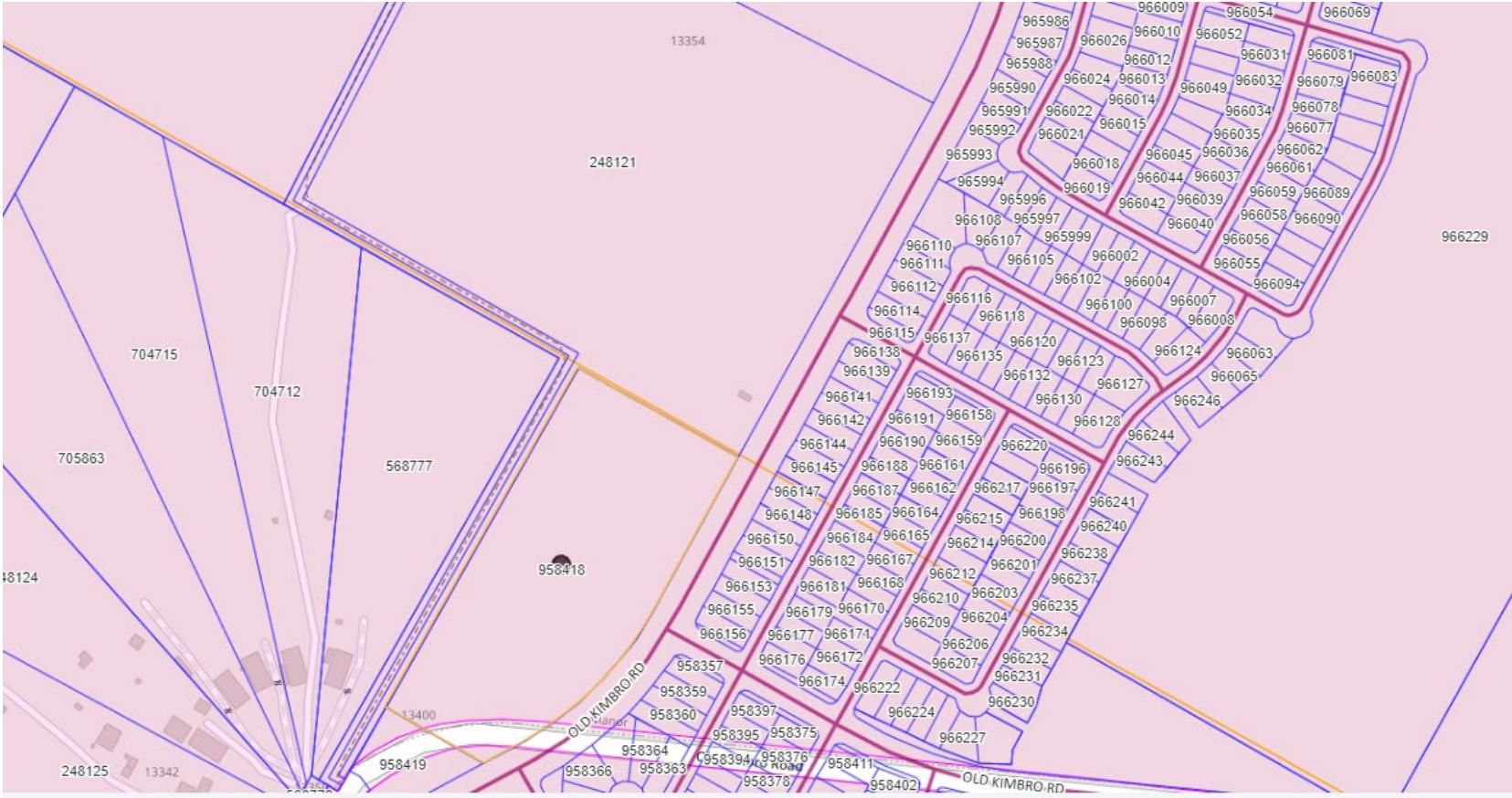


# EXHIBIT B-5 – MAJOR IMPROVEMENT AREA BOUNDARY MAP



### EXHIBIT B-6 – IMPROVEMENT AREA #3 CONDO PARCEL MAP

All Improvement Area #3 condominium lots will be contained within Tax ID 958418 upon final plat.



## EXHIBIT C – AUTHORIZED IMPROVEMENTS

	Total Costs	Improvement Area #1 [a]	Improvement Area #2 [a]	Improvement Area #3 [c]	Major Improvement Area [b]
<i>Major Improvements</i>					
Wastewater Treatment Plant Phase 1	\$ 5,119,898	\$ 799,087	\$ 763,720	\$ -	\$ 3,557,091
Roadway	3,115,626	486,270	464,749	-	2,164,607
Kimbro ROW Acquisition	47,348	7,390	7,063	-	32,895
Soft Costs [d]	1,242,431	193,912	185,330	-	863,189
	\$ 9,525,302	\$ 1,486,659	\$ 1,420,862	\$ -	\$ 6,617,781
<i>Improvement Area #1 Improvements</i>					
Water	\$ 877,624	\$ 877,624	\$ -	\$ -	\$ -
Wastewater	761,450	761,450	-	-	-
Drainage	1,147,364	1,147,364	-	-	-
Roadway	3,462,805	3,462,805	-	-	-
Trails	59,850	59,850	-	-	-
Soft Costs	163,600	163,600	-	-	-
	\$ 6,472,693	\$ 6,472,693	\$ -	\$ -	\$ -
<i>Improvement Area #2 Improvements</i>					
Water	\$ 895,023	\$ -	\$ 895,023	\$ -	\$ -
Wastewater	1,119,316	-	1,119,316	-	-
Drainage	1,164,737	-	1,164,737	-	-
Roadway	4,889,702	-	4,889,702	-	-
Trails	-	-	-	-	-
Soft Costs	320,400	-	320,400	-	-
	\$ 8,389,178	\$ -	\$ 8,389,178	\$ -	\$ -
<i>Improvement Area #3 Improvements</i>					
Water	\$ 1,199,062	\$ -	\$ -	\$ 1,199,062	\$ -
Wastewater	1,777,998	-	-	1,777,998	-
Drainage	3,229,931	-	-	3,229,931	-
Roadway	3,012,678	-	-	3,012,678	-
Soft Costs	1,382,950	-	-	1,382,950	-
	\$ 10,602,619	\$ -	\$ -	\$ 10,602,619	\$ -
<i>Bond Issuance Costs and District Formation Expenses</i>					
Debt Service Reserve Fund [e]	\$ 1,223,875	\$ 218,536	\$ 208,864	\$ 295,350	\$ 501,125
Capitalized Interest [e]	596,494	134,565	128,610	-	333,319
Underwriter Discount [e]	589,200	112,055	107,095	127,650	242,400
Cost of Issuance [e]	1,029,722	187,139	178,856	276,575	387,152
First Year Annual Collection Costs [e]	90,000	15,339	14,661	30,000	30,000
	\$ 3,529,291	\$ 667,634	\$ 638,086	\$ 729,575	\$ 1,493,996
<b>Total</b>	<b>\$ 38,519,082</b>	<b>\$ 8,626,986</b>	<b>\$ 10,448,125</b>	<b>\$ 11,332,194</b>	<b>\$ 8,111,777</b>

## Notes:

[a] Costs were determined by construction contracts provided by Kimley-Horn and Associates dated 1/8/2021.

[b] Costs were determined by Excel Construction Services bid for Wastewater Treatment Plant Phase 1 Improvements dated 11/9/2020 and construction contract provided by Kimley-Horn and Associates dated 1/8/2021 for Roadways Improvements.

[c] Costs were determined by engineering report provided by Kimley-Horn and Associates dated 1/30/2023. Improvement Area #3 is within the Major Improvement Area and therefore funds a portion of the Major Improvements.

[d] Soft costs estimated at 15% of hard costs, inclusive of a 4% construction management fee.

[e] Costs associated with the issuance of Improvement Area #1-2 bonds were allocated between Improvement Area #1 and Improvement Area #2 on a pro rata basis based on the amount of Assessments levied.

## EXHIBIT D – SERVICE PLAN

		Improvement Area #1				
Installments Due		1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028
	Principal	\$ 79,254	\$ 81,810	\$ 84,367	\$ 86,924	\$ 89,480
	Interest	132,648	130,667	128,621	126,512	123,796
	Capitalized Interest	-	-	-	-	-
	(1)	\$ 211,902	\$ 212,477	\$ 212,988	\$ 213,436	\$ 213,276
	Annual Collection Costs	(2) \$ 14,814	\$ 15,110	\$ 15,412	\$ 15,720	\$ 16,035
	Additional Interest Reserve	(3) \$ 18,292	\$ 17,896	\$ 17,487	\$ 17,065	\$ 16,631
	<b>Total Annual Installment</b>	<b>(4) = (1) + (2) + (3) \$ 245,008</b>	<b>\$ 245,483</b>	<b>\$ 245,887</b>	<b>\$ 246,221</b>	<b>\$ 245,941</b>

		Improvement Area #2				
Installments Due		1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028
	Principal	\$ 75,746	\$ 78,190	\$ 80,633	\$ 83,076	\$ 85,520
	Interest	126,777	124,883	122,929	120,913	118,317
	Capitalized Interest	-	-	-	-	-
	(1)	\$ 202,523	\$ 203,073	\$ 203,562	\$ 203,989	\$ 203,837
	Annual Collection Costs	(2) \$ 14,158	\$ 14,441	\$ 14,730	\$ 15,024	\$ 15,325
	Additional Interest Reserve	(3) \$ 17,483	\$ 17,104	\$ 16,713	\$ 16,310	\$ 15,894
	<b>Total Annual Installment</b>	<b>(4) = (1) + (2) + (3) \$ 234,164</b>	<b>\$ 234,618</b>	<b>\$ 235,005</b>	<b>\$ 235,324</b>	<b>\$ 235,056</b>

		Improvement Area #3				
Installments Due		1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028
	Principal	\$ 60,000	\$ 60,000	\$ 65,000	\$ 70,000	\$ 75,000
	Interest	\$ 234,025	\$ 230,725	\$ 227,425	\$ 223,850	\$ 220,000
	(1)	\$ 294,025	\$ 290,725	\$ 292,425	\$ 293,850	\$ 295,000
	Annual Collection Costs	(2) \$ 30,600	\$ 31,212	\$ 31,836	\$ 32,473	\$ 33,122
	Additional Interest Reserve	(3) \$ 21,275	\$ 20,975	\$ 20,675	\$ 20,350	\$ 20,000
	<b>Total Annual Installment</b>	<b>(4) = (1) + (2) + (3) \$ 345,900</b>	<b>\$ 342,912</b>	<b>\$ 344,936</b>	<b>\$ 346,673</b>	<b>\$ 348,122</b>

		Major Improvement Area				
Installments Due		1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028
	Principal	\$ 155,000	\$ 160,000	\$ 170,000	\$ 175,000	\$ 180,000
	Interest	328,631	323,788	318,788	313,475	306,913
	Capitalized Interest	-	-	-	-	-
	(1)	\$ 483,631	\$ 483,788	\$ 488,788	\$ 488,475	\$ 486,913
	Annual Collection Costs	(2) \$ 28,761	\$ 29,336	\$ 29,922	\$ 30,521	\$ 31,131
	Additional Interest Reserve	(3) \$ 39,650	\$ 38,875	\$ 38,075	\$ 37,225	\$ 36,350
	<b>Total Annual Installment</b>	<b>(4) = (1) + (2) + (3) \$ 552,042</b>	<b>\$ 551,998</b>	<b>\$ 556,785</b>	<b>\$ 556,221</b>	<b>\$ 554,394</b>



**EXHIBIT E – SOURCES AND USES**

	Improvement Area #1	Improvement Area #2	Improvement Area #3	Major Improvement Area
<b>Sources of Funds</b>				
Improvement Area #1-2 Bond Par	\$ 3,735,156	\$ 3,569,844	\$ -	\$ -
Improvement Area #1-2 Bond Premium	44,700	42,721	-	-
Improvement Area #3 Bond Par	-	-	4,255,000	-
Major Improvement Area Bond Par	-	-	-	8,080,000
Owner Contribution	4,847,130	6,835,560	7,077,194	31,777
<b>Total Sources</b>	<b>\$ 8,626,986</b>	<b>\$ 10,448,125</b>	<b>\$ 11,332,194</b>	<b>\$ 8,111,777</b>
<b>Uses of Funds</b>				
Major Improvements	\$ 1,486,659	\$ 1,420,862	\$ -	\$ 6,617,781
Improvement Area #1 Improvements	6,472,693	-	-	-
Improvement Area #2 Improvements	-	8,389,178	-	-
Improvement Area #3 Improvements	-	-	10,602,619	-
	<u>\$ 7,959,352</u>	<u>\$ 9,810,039</u>	<u>\$ 10,602,619</u>	<u>\$ 6,617,781</u>
<i>Bond Issuance Costs and District Formation Expenses</i>				
Debt Service Reserve Fund	\$ 218,536	\$ 208,864	\$ 295,350	\$ 501,125
Capitalized Interest	134,565	128,610	-	333,319
Underwriter Discount	112,055	107,095	127,650	242,400
Cost of Issuance	187,139	178,856	276,575	387,152
First Year Annual Collection Costs	15,339	14,661	30,000	30,000
	<u>\$ 667,634</u>	<u>\$ 638,086</u>	<u>\$ 729,575</u>	<u>\$ 1,493,996</u>
<b>Total Uses</b>	<b>\$ 8,626,986</b>	<b>\$ 10,448,125</b>	<b>\$ 11,332,194</b>	<b>\$ 8,111,777</b>

**EXHIBIT F – IMPROVEMENT AREA #1 ASSESSMENT ROLL**

Property ID	Lot Type	Improvement Area #1	
		Outstanding Assessment	Annual Installment Due 1/31/2024
951773	1	\$ 13,857.80	\$ 928.06
951774	1	13,857.80	928.06
951775	1	13,857.80	928.06
951776	1	13,857.80	928.06
951891	1	13,857.80	928.06
951892	1	13,857.80	928.06
951893	1	13,857.80	928.06
951894	1	13,857.80	928.06
951895	1	13,857.80	928.06
951896	1	13,857.80	928.06
951897	1	13,857.80	928.06
951898	1	13,857.80	928.06
951899	1	13,857.80	928.06
951900	1	13,857.80	928.06
951901	1	13,857.80	928.06
951902	1	13,857.80	928.06
951903	1	13,857.80	928.06
951904	1	13,857.80	928.06
951905	1	13,857.80	928.06
951906	1	13,857.80	928.06
951907	1	13,857.80	928.06
951908	1	13,857.80	928.06
951909	1	13,857.80	928.06
951910	1	13,857.80	928.06
951911	1	13,857.80	928.06
951912	1	13,857.80	928.06
951913	1	13,857.80	928.06
951914	1	13,857.80	928.06
951915	1	13,857.80	928.06
951916	1	13,857.80	928.06
951917	1	13,857.80	928.06
951918	1	13,857.80	928.06
951919	1	13,857.80	928.06
951920	1	13,857.80	928.06
951921	1	13,857.80	928.06
951922	1	13,857.80	928.06
951923	1	13,857.80	928.06
951924	1	13,857.80	928.06
951925	1	13,857.80	928.06
951926	1	13,857.80	928.06

Property ID	Lot Type	Improvement Area #1	
		Outstanding Assessment	Annual Installment Due 1/31/2024
951927	1	13,857.80	928.06
951928	1	13,857.80	928.06
951929	1	13,857.80	928.06
951930	1	13,857.80	928.06
951931	1	13,857.80	928.06
951932	1	13,857.80	928.06
951933	1	13,857.80	928.06
951934	1	13,857.80	928.06
951935	1	13,857.80	928.06
951936	1	13,857.80	928.06
951937	1	13,857.80	928.06
951938	1	13,857.80	928.06
951939	1	13,857.80	928.06
951940	1	13,857.80	928.06
951941	1	13,857.80	928.06
951942	1	13,857.80	928.06
951943	1	13,857.80	928.06
951944	1	13,857.80	928.06
951945	1	13,857.80	928.06
951946	1	13,857.80	928.06
951947	1	13,857.80	928.06
951948	1	13,857.80	928.06
951949	1	13,857.80	928.06
951950	1	13,857.80	928.06
951951	1	13,857.80	928.06
951952	1	13,857.80	928.06
951953	1	13,857.80	928.06
951954	1	13,857.80	928.06
951955	1	13,857.80	928.06
951956	1	13,857.80	928.06
951957	1	13,857.80	928.06
951958	1	13,857.80	928.06
951960	1	13,857.80	928.06
951961	1	13,857.80	928.06
951962	1	13,857.80	928.06
951963	1	13,857.80	928.06
951964	1	13,857.80	928.06
951965	1	13,857.80	928.06
951966	1	13,857.80	928.06
951967	1	13,857.80	928.06

Property ID	Lot Type	Improvement Area #1	
		Outstanding Assessment	Annual Installment Due 1/31/2024
951968	1	13,857.80	928.06
951969	1	13,857.80	928.06
951970	1	13,857.80	928.06
951971	1	13,857.80	928.06
951972	1	13,857.80	928.06
951973	1	13,857.80	928.06
951974	1	13,857.80	928.06
951975	1	13,857.80	928.06
951976	1	13,857.80	928.06
951977	1	13,857.80	928.06
951978	1	13,857.80	928.06
951979	1	13,857.80	928.06
951980	1	13,857.80	928.06
951981	1	13,857.80	928.06
951982	1	13,857.80	928.06
951983	1	13,857.80	928.06
951984	1	13,857.80	928.06
951985	1	13,857.80	928.06
951986	1	13,857.80	928.06
951987	1	13,857.80	928.06
951988	1	13,857.80	928.06
951989	1	13,857.80	928.06
951990	1	13,857.80	928.06
951991	1	13,857.80	928.06
951992	1	13,857.80	928.06
951993	1	13,857.80	928.06
951994	1	13,857.80	928.06
951995	1	13,857.80	928.06
951996	1	13,857.80	928.06
951997	1	13,857.80	928.06
951998	1	13,857.80	928.06
951999	1	13,857.80	928.06
952000	Open Space	-	-
952001	Open Space	-	-
952002	Open Space	-	-
952003	Open Space	-	-
952004	1	13,857.80	928.06
952005	1	13,857.80	928.06
952006	1	13,857.80	928.06
952007	1	13,857.80	928.06

Property ID	Lot Type	Improvement Area #1	
		Outstanding Assessment	Annual Installment Due 1/31/2024
952008	1	13,857.80	928.06
952009	1	13,857.80	928.06
952010	1	13,857.80	928.06
952011	1	13,857.80	928.06
952012	1	13,857.80	928.06
952013	1	13,857.80	928.06
952014	1	13,857.80	928.06
952015	1	13,857.80	928.06
952016	1	13,857.80	928.06
952017	1	13,857.80	928.06
952018	1	13,857.80	928.06
952019	1	13,857.80	928.06
952020	1	13,857.80	928.06
952021	1	13,857.80	928.06
952022	1	13,857.80	928.06
952023	1	13,857.80	928.06
952024	1	13,857.80	928.06
952025	1	13,857.80	928.06
952026	1	13,857.80	928.06
952027	1	13,857.80	928.06
952028	1	13,857.80	928.06
952029	1	13,857.80	928.06
952030	1	13,857.80	928.06
952031	1	13,857.80	928.06
952032	1	13,857.80	928.06
952033	1	13,857.80	928.06
952034	1	13,857.80	928.06
952035	1	13,857.80	928.06
952036	1	13,857.80	928.06
952037	1	13,857.80	928.06
952038	1	13,857.80	928.06
952039	1	13,857.80	928.06
952040	1	13,857.80	928.06
952041	1	13,857.80	928.06
952042	1	13,857.80	928.06
952043	1	13,857.80	928.06
952044	1	13,857.80	928.06
952045	1	13,857.80	928.06
952046	1	13,857.80	928.06
952047	1	13,857.80	928.06

Property ID	Lot Type	Improvement Area #1	
		Outstanding Assessment	Annual Installment Due 1/31/2024
952048	1	13,857.80	928.06
952051	1	13,857.80	928.06
952052	1	13,857.80	928.06
952053	1	13,857.80	928.06
952054	1	13,857.80	928.06
952055	1	13,857.80	928.06
952056	1	13,857.80	928.06
952057	1	13,857.80	928.06
952058	1	13,857.80	928.06
952059	1	13,857.80	928.06
952060	1	13,857.80	928.06
952061	1	13,857.80	928.06
952062	1	13,857.80	928.06
952063	1	13,857.80	928.06
952064	1	13,857.80	928.06
952065	1	13,857.80	928.06
952066	1	13,857.80	928.06
952067	1	13,857.80	928.06
952068	1	13,857.80	928.06
952069	1	13,857.80	928.06
952070	1	13,857.80	928.06
952071	1	13,857.80	928.06
952072	1	13,857.80	928.06
952073	1	13,857.80	928.06
952074	1	13,857.80	928.06
952075	1	13,857.80	928.06
952076	1	13,857.80	928.06
952077	1	13,857.80	928.06
952078	1	13,857.80	928.06
952079	1	13,857.80	928.06
952080	Open Space	-	-
953579	1	13,857.80	928.06
953580	1	13,857.80	928.06
953583	1	13,857.80	928.06
953584	1	13,857.80	928.06
953585	1	13,857.80	928.06
953586	1	13,857.80	928.06
953587	1	13,857.80	928.06
953588	1	13,857.80	928.06
953589	1	13,857.80	928.06

Property ID	Lot Type	Improvement Area #1	
		Outstanding Assessment	Annual Installment Due 1/31/2024
953590	1	13,857.80	928.06
953591	1	13,857.80	928.06
953592	1	13,857.80	928.06
953593	1	13,857.80	928.06
953594	1	13,857.80	928.06
953595	1	13,857.80	928.06
953596	1	13,857.80	928.06
953597	Open Space	-	-
953598	1	13,857.80	928.06
953599	1	13,857.80	928.06
953600	1	13,857.80	928.06
953601	1	13,857.80	928.06
953602	1	13,857.80	928.06
953603	1	13,857.80	928.06
953604	1	13,857.80	928.06
953605	1	13,857.80	928.06
953606	1	13,857.80	928.06
953607	1	13,857.80	928.06
953608	1	13,857.80	928.06
953609	Open Space	-	-
953610	1	13,857.80	928.06
953611	1	13,857.80	928.06
953612	1	13,857.80	928.06
953613	Open Space	-	-
953614	1	13,857.80	928.06
953615	1	13,857.80	928.06
953616	1	13,857.80	928.06
953617	1	13,857.80	928.06
953618	1	13,857.80	928.06
953619	1	13,857.80	928.06
953620	1	13,857.80	928.06
953621	1	13,857.80	928.06
953622	1	13,857.80	928.06
953623	1	13,857.80	928.06
953624	1	13,857.80	928.06
953625	1	13,857.80	928.06
953626	1	13,857.80	928.06
953627	1	13,857.80	928.06
953628	1	13,857.80	928.06
953629	1	13,857.80	928.06

Property ID	Lot Type	Improvement Area #1	
		Outstanding Assessment	Annual Installment Due 1/31/2024
953630	1	13,857.80	928.06
953631	1	13,857.80	928.06
953632	1	13,857.80	928.06
953633	1	13,857.80	928.06
953634	1	13,857.80	928.06
953635	1	13,857.80	928.06
953636	1	13,857.80	928.06
953637	1	13,857.80	928.06
953638	1	13,857.80	928.06
953639	1	13,857.80	928.06
953640	1	13,857.80	928.06
953641	1	13,857.80	928.06
953642	1	13,857.80	928.06
953643	1	13,857.80	928.06
953644	1	13,857.80	928.06
953645	1	13,857.80	928.06
953646	1	13,857.80	928.06
953647	Open Space	-	-
953648	1	13,857.80	928.06
953649	1	13,857.80	928.06
953650	1	13,857.80	928.06
953651	1	13,857.80	928.06
953653	1	13,857.80	928.06
953654	1	13,857.80	928.06
953655	1	13,857.80	928.06
953656	1	13,857.80	928.06
953657	1	13,857.80	928.06
953658	1	13,857.80	928.06
953659	1	13,857.80	928.06
953660	1	13,857.80	928.06
953661	1	13,857.80	928.06
953662	1	13,857.80	928.06
953663	Prepaid	-	-
<b>Total</b>		<b>\$ 3,644,600.92</b>	<b>\$ 244,079.47</b>

*Note: Totals may not sum due to rounding. Due to prepayments not yet redeemed the outstanding assessment may be less than outstanding Bonds for Improvement Area #1.*



## EXHIBIT G – IMPROVEMENT AREA #1 ANNUAL INSTALLMENT SCHEDULE

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest [b]	Capitalized Interest	Total Annual Installment
2024	\$ 79,253.82	\$ 132,647.89	\$ 14,813.52	\$ 18,292.29	\$ -	\$ 245,007.53
2025	81,810.40	130,666.54	15,109.79	17,896.02	-	245,482.76
2026	84,366.97	128,621.28	15,411.99	17,486.97	-	245,887.22
2027	86,923.55	126,512.11	15,720.23	17,065.14	-	246,221.03
2028	89,480.12	123,795.75	16,034.63	16,630.52	-	245,941.03
2029	92,036.70	120,999.49	16,355.32	16,183.12	-	245,574.64
2030	94,593.27	118,123.34	16,682.43	15,722.94	-	245,121.99
2031	97,149.85	115,167.31	17,016.08	15,249.97	-	244,583.21
2032	102,263.00	112,131.38	17,356.40	14,764.22	-	246,515.00
2033	104,819.57	108,552.17	17,703.53	14,252.91	-	245,328.18
2034	107,376.15	104,883.49	18,057.60	13,728.81	-	244,046.04
2035	112,489.30	101,125.32	18,418.75	13,191.93	-	245,225.30
2036	117,602.45	97,188.20	18,787.13	12,629.48	-	246,207.25
2037	120,159.02	93,072.11	19,162.87	12,041.47	-	244,435.47
2038	125,272.17	88,866.54	19,546.13	11,440.67	-	245,125.52
2039	130,385.32	84,482.02	19,937.05	10,814.31	-	245,618.71
2040	135,498.47	79,918.53	20,335.79	10,162.39	-	245,915.18
2041	140,611.62	75,176.09	20,742.51	9,484.89	-	246,015.11
2042	145,724.77	70,254.68	21,157.36	8,781.83	-	245,918.65
2043	150,837.92	64,425.69	21,580.50	8,053.21	-	244,897.33
2044	155,951.07	58,392.17	22,012.11	7,299.02	-	243,654.38
2045	163,620.80	52,154.13	22,452.36	6,519.27	-	244,746.55
2046	171,290.52	45,609.30	22,901.40	5,701.16	-	245,502.39
2047	178,960.24	38,757.68	23,359.43	4,844.71	-	245,922.07
2048	184,073.39	31,599.27	23,826.62	3,949.91	-	243,449.19
2049	194,299.69	24,236.33	24,303.15	3,029.54	-	245,868.72
2050	201,969.42	16,464.34	24,789.21	2,058.04	-	245,281.03
2051	209,639.14	8,385.57	25,285.00	1,048.20	-	244,357.91
<b>Total</b>	<b>\$ 3,658,458.72</b>	<b>\$ 2,352,208.71</b>	<b>\$ 548,858.89</b>	<b>\$ 308,322.94</b>	<b>\$ -</b>	<b>\$ 6,867,849.38</b>

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

**EXHIBIT H – IMPROVEMENT AREA #2 ASSESSMENT ROLL**

Parcel ID	Lot Type	Improvement Area #2	
		Outstanding Assessment	Annual Installment Due 1/31/2024
958244	2	\$ 13,857.80	\$ 928.06
958246	2	\$ 13,857.80	\$ 928.06
958247	2	\$ 13,857.80	\$ 928.06
958248	2	\$ 13,857.80	\$ 928.06
958249	2	\$ 13,857.80	\$ 928.06
958250	2	\$ 13,857.80	\$ 928.06
958251	2	\$ 13,857.80	\$ 928.06
958252	2	\$ 13,857.80	\$ 928.06
958254	2	\$ 13,857.80	\$ 928.06
958255	2	\$ 13,857.80	\$ 928.06
958256	2	\$ 13,857.80	\$ 928.06
958257	2	\$ 13,857.80	\$ 928.06
958258	Open Space	\$ -	\$ -
958259	2	\$ 13,857.80	\$ 928.06
958260	2	\$ 13,857.80	\$ 928.06
958262	2	\$ 13,857.80	\$ 928.06
958263	2	\$ 13,857.80	\$ 928.06
958264	2	\$ 13,857.80	\$ 928.06
958265	2	\$ 13,857.80	\$ 928.06
958266	2	\$ 13,857.80	\$ 928.06
958267	2	\$ 13,857.80	\$ 928.06
958268	2	\$ 13,857.80	\$ 928.06
958269	2	\$ 13,857.80	\$ 928.06
958270	2	\$ 13,857.80	\$ 928.06
958271	2	\$ 13,857.80	\$ 928.06
958272	2	\$ 13,857.80	\$ 928.06
958273	2	\$ 13,857.80	\$ 928.06
958274	2	\$ 13,857.80	\$ 928.06
958275	2	\$ 13,857.80	\$ 928.06
958276	2	\$ 13,857.80	\$ 928.06
958277	2	\$ 13,857.80	\$ 928.06
958278	2	\$ 13,857.80	\$ 928.06
958279	2	\$ 13,857.80	\$ 928.06
958280	2	\$ 13,857.80	\$ 928.06
958282	2	\$ 13,857.80	\$ 928.06
958283	2 - Prepaid	\$ -	\$ -
958284	2	\$ 13,857.80	\$ 928.06
958285	2	\$ 13,857.80	\$ 928.06
958286	2	\$ 13,857.80	\$ 928.06
958287	2	\$ 13,857.80	\$ 928.06

		Improvement Area #2		
Parcel ID	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2024	
958288	2	\$ 13,857.80	\$	928.06
958289	2	\$ 13,857.80	\$	928.06
958290	2	\$ 13,857.80	\$	928.06
958291	2	\$ 13,857.80	\$	928.06
958292	2	\$ 13,857.80	\$	928.06
958293	2	\$ 13,857.80	\$	928.06
958294	2	\$ 13,857.80	\$	928.06
958295	2	\$ 13,857.80	\$	928.06
958296	2	\$ 13,857.80	\$	928.06
958297	2	\$ 13,857.80	\$	928.06
958298	2	\$ 13,857.80	\$	928.06
958299	2	\$ 13,857.80	\$	928.06
958300	2	\$ 13,857.80	\$	928.06
958301	2	\$ 13,857.80	\$	928.06
958302	2	\$ 13,857.80	\$	928.06
958303	2	\$ 13,857.80	\$	928.06
958304	2	\$ 13,857.80	\$	928.06
958305	2	\$ 13,857.80	\$	928.06
958306	2	\$ 13,857.80	\$	928.06
958307	2	\$ 13,857.80	\$	928.06
958309	2	\$ 13,857.80	\$	928.06
958310	2	\$ 13,857.80	\$	928.06
958311	2	\$ 13,857.80	\$	928.06
958312	2	\$ 13,857.80	\$	928.06
958313	2	\$ 13,857.80	\$	928.06
958314	2	\$ 13,857.80	\$	928.06
958315	2	\$ 13,857.80	\$	928.06
958316	2	\$ 13,857.80	\$	928.06
958317	2	\$ 13,857.80	\$	928.06
958319	2	\$ 13,857.80	\$	928.06
958320	2	\$ 13,857.80	\$	928.06
958321	2	\$ 13,857.80	\$	928.06
958323	Open Space	\$ -	\$	-
958324	2	\$ 13,857.80	\$	928.06
958325	2	\$ 13,857.80	\$	928.06
958326	2	\$ 13,857.80	\$	928.06
958327	2	\$ 13,857.80	\$	928.06
958328	2	\$ 13,857.80	\$	928.06
958329	2	\$ 13,857.80	\$	928.06
958330	2	\$ 13,857.80	\$	928.06

		Improvement Area #2		
Parcel ID	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2024	
958331	2	\$ 13,857.80	\$	928.06
958332	2	\$ 13,857.80	\$	928.06
958333	2	\$ 13,857.80	\$	928.06
958334	2	\$ 13,857.80	\$	928.06
958335	2	\$ 13,857.80	\$	928.06
958336	2	\$ 13,857.80	\$	928.06
958337	2	\$ 13,857.80	\$	928.06
958338	2	\$ 13,857.80	\$	928.06
958339	2	\$ 13,857.80	\$	928.06
958340	2	\$ 13,857.80	\$	928.06
958341	2	\$ 13,857.80	\$	928.06
958343	Open Space	\$ -	\$	-
958344	2	\$ 13,857.80	\$	928.06
958345	2	\$ 13,857.80	\$	928.06
958357	Open Space	\$ -	\$	-
958358	2	\$ 13,857.80	\$	928.06
958359	2	\$ 13,857.80	\$	928.06
958360	2	\$ 13,857.80	\$	928.06
958361	2	\$ 13,857.80	\$	928.06
958363	2	\$ 13,857.80	\$	928.06
958364	2	\$ 13,857.80	\$	928.06
958365	2	\$ 13,857.80	\$	928.06
958366	2	\$ 13,857.80	\$	928.06
958367	2	\$ 13,857.80	\$	928.06
958368	2	\$ 13,857.80	\$	928.06
958369	2	\$ 13,857.80	\$	928.06
958370	Open Space	\$ -	\$	-
958375	2	\$ 13,857.80	\$	928.06
958376	2	\$ 13,857.80	\$	928.06
958377	2	\$ 13,857.80	\$	928.06
958378	2	\$ 13,857.80	\$	928.06
958379	2	\$ 13,857.80	\$	928.06
958380	2	\$ 13,857.80	\$	928.06
958381	2	\$ 13,857.80	\$	928.06
958382	2	\$ 13,857.80	\$	928.06
958383	2	\$ 13,857.80	\$	928.06
958384	2	\$ 13,857.80	\$	928.06
958385	2	\$ 13,857.80	\$	928.06
958386	2	\$ 13,857.80	\$	928.06
958387	2	\$ 13,857.80	\$	928.06

		Improvement Area #2		
Parcel ID	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2024	
958388	2	\$ 13,857.80	\$	928.06
958389	2	\$ 13,857.80	\$	928.06
958390	2	\$ 13,857.80	\$	928.06
958391	2	\$ 13,857.80	\$	928.06
958392	2	\$ 13,857.80	\$	928.06
958393	2	\$ 13,857.80	\$	928.06
958394	2	\$ 13,857.80	\$	928.06
958395	2	\$ 13,857.80	\$	928.06
958396	2	\$ 13,857.80	\$	928.06
958397	2	\$ 13,857.80	\$	928.06
958398	Open Space	\$ -	\$	-
958402	3	\$ 14,100.92	\$	944.34
958403	3	\$ 14,100.92	\$	944.34
958404	3	\$ 14,100.92	\$	944.34
958405	3	\$ 14,100.92	\$	944.34
958407	2	\$ 13,857.80	\$	928.06
958408	2	\$ 13,857.80	\$	928.06
958409	2	\$ 13,857.80	\$	928.06
958410	2	\$ 13,857.80	\$	928.06
958411	2	\$ 13,857.80	\$	928.06
958412	Open Space	\$ -	\$	-
958413	3	\$ 14,100.92	\$	944.34
958414	3	\$ 14,100.92	\$	944.34
958415	3	\$ 14,100.92	\$	944.34
958416	3	\$ 14,100.92	\$	944.34
958463	2	\$ 13,857.80	\$	928.06
958464	2	\$ 13,857.80	\$	928.06
958465	2	\$ 13,857.80	\$	928.06
958466	2	\$ 13,857.80	\$	928.06
958467	2	\$ 13,857.80	\$	928.06
958468	2	\$ 13,857.80	\$	928.06
958469	2	\$ 13,857.80	\$	928.06
958470	2	\$ 13,857.80	\$	928.06
958471	2	\$ 13,857.80	\$	928.06
958472	2	\$ 13,857.80	\$	928.06
958475	3	\$ 14,100.92	\$	944.34
958476	3	\$ 14,100.92	\$	944.34
958477	3	\$ 14,100.92	\$	944.34
958478	3	\$ 14,100.92	\$	944.34
958479	3	\$ 14,100.92	\$	944.34

		Improvement Area #2		
Parcel ID	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2024	
958480	3	\$ 14,100.92	\$	944.34
958481	3	\$ 14,100.92	\$	944.34
958482	3	\$ 14,100.92	\$	944.34
958483	3	\$ 14,100.92	\$	944.34
958484	2	\$ 13,857.80	\$	928.06
958485	2	\$ 13,857.80	\$	928.06
958486	2	\$ 13,857.80	\$	928.06
958487	2	\$ 13,857.80	\$	928.06
958488	2	\$ 13,857.80	\$	928.06
958489	2	\$ 13,857.80	\$	928.06
958490	2	\$ 13,857.80	\$	928.06
958491	2	\$ 13,857.80	\$	928.06
958492	3	\$ 14,100.92	\$	944.34
958493	3	\$ 14,100.92	\$	944.34
958494	3	\$ 14,100.92	\$	944.34
958495	3	\$ 14,100.92	\$	944.34
958496	3	\$ 14,100.92	\$	944.34
958497	2	\$ 13,857.80	\$	928.06
958498	2	\$ 13,857.80	\$	928.06
958499	2	\$ 13,857.80	\$	928.06
958500	2	\$ 13,857.80	\$	928.06
958501	2	\$ 13,857.80	\$	928.06
958761	2	\$ 13,857.80	\$	928.06
958762	2	\$ 13,857.80	\$	928.06
958763	2	\$ 13,857.80	\$	928.06
958764	2	\$ 13,857.80	\$	928.06
958765	2	\$ 13,857.80	\$	928.06
958766	2	\$ 13,857.80	\$	928.06
958767	2	\$ 13,857.80	\$	928.06
958768	2	\$ 13,857.80	\$	928.06
958769	Open Space	\$ -	\$	-
958770	2	\$ 13,857.80	\$	928.06
958771	2	\$ 13,857.80	\$	928.06
958772	3	\$ 14,100.92	\$	944.34
958773	3	\$ 14,100.92	\$	944.34
958774	Open Space	\$ -	\$	-
958775	3	\$ 14,100.92	\$	944.34
958776	3	\$ 14,100.92	\$	944.34
958777	3	\$ 14,100.92	\$	944.34
958778	3	\$ 14,100.92	\$	944.34

		Improvement Area #2	
Parcel ID	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2024
958779	3	\$ 14,100.92	\$ 944.34
958780	3	\$ 14,100.92	\$ 944.34
958781	Open Space	\$ -	\$ -
958782	3	\$ 14,100.92	\$ 944.34
958783	3	\$ 14,100.92	\$ 944.34
958784	3	\$ 14,100.92	\$ 944.34
958785	3	\$ 14,100.92	\$ 944.34
958786	3	\$ 14,100.92	\$ 944.34
958787	3	\$ 14,100.92	\$ 944.34
958788	3	\$ 14,100.92	\$ 944.34
958789	3	\$ 14,100.92	\$ 944.34
958790	3	\$ 14,100.92	\$ 944.34
958791	3	\$ 14,100.92	\$ 944.34
958792	3	\$ 14,100.92	\$ 944.34
958793	3	\$ 14,100.92	\$ 944.34
958794	2	\$ 13,857.80	\$ 928.06
958795	2	\$ 13,857.80	\$ 928.06
958796	2	\$ 13,857.80	\$ 928.06
958797	2	\$ 13,857.80	\$ 928.06
958798	2	\$ 13,857.80	\$ 928.06
958799	3	\$ 14,100.92	\$ 944.34
958800	3	\$ 14,100.92	\$ 944.34
958801	3	\$ 14,100.92	\$ 944.34
958802	2	\$ 13,857.80	\$ 928.06
958803	2	\$ 13,857.80	\$ 928.06
958804	2	\$ 13,857.80	\$ 928.06
958805	3	\$ 14,100.92	\$ 944.34
958806	3	\$ 14,100.92	\$ 944.34
958807	3	\$ 14,100.92	\$ 944.34
958808	3	\$ 14,100.92	\$ 944.34
958809	3	\$ 14,100.92	\$ 944.34
958810	3	\$ 14,100.92	\$ 944.34
958811	3	\$ 14,100.92	\$ 944.34
958812	3	\$ 14,100.92	\$ 944.34
958813	3	\$ 14,100.92	\$ 944.34
958814	3	\$ 14,100.92	\$ 944.34
958815	3	\$ 14,100.92	\$ 944.34
958816	3	\$ 14,100.92	\$ 944.34
958817	3	\$ 14,100.92	\$ 944.34
958818	3	\$ 14,100.92	\$ 944.34

		Improvement Area #2	
Parcel ID	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2024
958819	3	\$ 14,100.92	\$ 944.34
958820	3	\$ 14,100.92	\$ 944.34
958821	3	\$ 14,100.92	\$ 944.34
958822	3	\$ 14,100.92	\$ 944.34
958823	3	\$ 14,100.92	\$ 944.34
958824	3	\$ 14,100.92	\$ 944.34
958825	2	\$ 13,857.80	\$ 928.06
958826	2	\$ 13,857.80	\$ 928.06
958827	2	\$ 13,857.80	\$ 928.06
958828	2	\$ 13,857.80	\$ 928.06
958829	2	\$ 13,857.80	\$ 928.06
958830	3	\$ 14,100.92	\$ 944.34
958831	3	\$ 14,100.92	\$ 944.34
958832	3	\$ 14,100.92	\$ 944.34
958833	3	\$ 14,100.92	\$ 944.34
958834	3	\$ 14,100.92	\$ 944.34
958835	3	\$ 14,100.92	\$ 944.34
958836	3	\$ 14,100.92	\$ 944.34
958837	3	\$ 14,100.92	\$ 944.34
958838	3	\$ 14,100.92	\$ 944.34
958839	Open Space	\$ -	\$ -
958840	3	\$ 14,100.92	\$ 944.34
<b>Total</b>		<b>\$ 3,482,683.49</b>	<b>\$ 233,235.84</b>

*Note: Totals may not sum due to rounding. Due to prepayments not yet redeemed the outstanding assessment may be less than outstanding Bonds for Improvement Area #2.*



## EXHIBIT I – IMPROVEMENT AREA #2 ANNUAL INSTALLMENT SCHEDULE

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest [b]	Capitalized Interest	Total Annual Installment
2024	\$ 75,746.18	\$ 126,777.11	\$ 14,157.91	\$ 17,482.71	\$ -	\$ 234,163.90
2025	78,189.60	124,883.46	14,441.06	17,103.98	-	234,618.09
2026	80,633.03	122,928.72	14,729.89	16,713.03	-	235,004.65
2027	83,076.45	120,912.89	15,024.48	16,309.86	-	235,323.68
2028	85,519.88	118,316.75	15,324.97	15,894.48	-	235,056.08
2029	87,963.30	115,644.25	15,631.47	15,466.88	-	234,705.90
2030	90,406.73	112,895.40	15,944.10	15,027.06	-	234,273.29
2031	92,850.15	110,070.19	16,262.98	14,575.03	-	233,758.35
2032	97,737.00	107,168.62	16,588.24	14,110.78	-	235,604.65
2033	100,180.43	103,747.83	16,920.01	13,622.09	-	234,470.36
2034	102,623.85	100,241.51	17,258.41	13,121.19	-	233,244.96
2035	107,510.70	96,649.68	17,603.58	12,608.07	-	234,372.03
2036	112,397.55	92,886.80	17,955.65	12,070.52	-	235,310.52
2037	114,840.98	88,952.89	18,314.76	11,508.53	-	233,617.16
2038	119,727.83	84,933.46	18,681.06	10,934.33	-	234,276.66
2039	124,614.68	80,742.98	19,054.68	10,335.69	-	234,748.02
2040	129,501.53	76,381.47	19,435.77	9,712.61	-	235,031.38
2041	134,388.38	71,848.91	19,824.49	9,065.11	-	235,126.88
2042	139,275.23	67,145.32	20,220.98	8,393.17	-	235,034.69
2043	144,162.08	61,574.31	20,625.40	7,696.79	-	234,058.57
2044	149,048.93	55,807.83	21,037.90	6,975.98	-	232,870.64
2045	156,379.20	49,845.87	21,458.66	6,230.73	-	233,914.47
2046	163,709.48	43,590.70	21,887.83	5,448.84	-	234,636.85
2047	171,039.76	37,042.32	22,325.59	4,630.29	-	235,037.96
2048	175,926.61	30,200.73	22,772.10	3,775.09	-	232,674.53
2049	185,700.31	23,163.67	23,227.55	2,895.46	-	234,986.97
2050	193,030.58	15,735.66	23,692.10	1,966.96	-	234,425.29
2051	200,360.86	8,014.43	24,165.94	1,001.80	-	233,543.03
<b>Total</b>	<b>\$ 3,496,541.28</b>	<b>\$ 2,248,103.77</b>	<b>\$ 524,567.55</b>	<b>\$ 294,677.06</b>	<b>\$ -</b>	<b>\$ 6,563,889.54</b>

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

**EXHIBIT J – IMPROVEMENT AREA #3 ASSESSMENT ROLL**

Parcel ID	Legal Description	Lot Type	Improvement Area #3	
			Outstanding Assessment	Annual Installment Due 1/31/2024
958418	MANOR HEIGHTS PHS 2 SEC 1B BLK M LOT 2	Condo Parcel	\$ 864,012.02	\$ 70,237.78
966229	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 8 (DRAINAGE)	Non-Benefited	\$ -	\$ -
965955	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 50 (PARKLAND)	Non-Benefited	\$ -	\$ -
966065	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 27	Lot Type 5	\$ 12,355.37	\$ 1,004.40
965943	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 38	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965944	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 39	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965945	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 40	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965946	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 41	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965947	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 42	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965948	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 43	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965949	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 44	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965950	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 45	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965951	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 46	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965952	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 47	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965953	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 48	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965954	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 49	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965955	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 50 (PARKLAND)	Non-Benefited	\$ -	\$ -
965956	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 51	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965957	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 52	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965958	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 53	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965959	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 54	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965960	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 55	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965961	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 56	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965962	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 57	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965963	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 58	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965964	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 59	Lot Type 5	\$ 12,355.37	\$ 1,004.40
965965	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 60 (LANDSCAPE)	Non-Benefited	\$ -	\$ -
965966	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 8	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965967	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 7	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965968	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 6	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965969	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 5	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965970	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 4	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965971	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 3	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965972	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 2	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965973	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 1	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965974	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 18	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965975	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 17	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965976	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 16	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965977	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 15	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965978	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 14	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965979	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 13	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965980	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 12	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965981	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 11	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965983	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 46 (LANDSCAPE)	Non-Benefited	\$ -	\$ -
965984	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 45	Lot Type 4	\$ 11,232.16	\$ 913.09
965985	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 44	Lot Type 4	\$ 11,232.16	\$ 913.09
965986	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 43	Lot Type 4	\$ 11,232.16	\$ 913.09
965987	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 42	Lot Type 4	\$ 11,232.16	\$ 913.09
965988	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 41	Lot Type 4	\$ 11,232.16	\$ 913.09
965989	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 40	Lot Type 4	\$ 11,232.16	\$ 913.09
965990	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 39	Lot Type 4	\$ 11,232.16	\$ 913.09
965991	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 38	Lot Type 4	\$ 11,232.16	\$ 913.09
965992	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 37	Lot Type 4	\$ 11,232.16	\$ 913.09
965993	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 36	Lot Type 4	\$ 11,232.16	\$ 913.09
965994	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 35	Lot Type 4	\$ 11,232.16	\$ 913.09

Parcel ID	Legal Description	Lot Type	Improvement Area #3	
			Outstanding Assessment	Annual Installment Due 1/31/2024
965995	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 34	Lot Type 4	\$ 11,232.16	\$ 913.09
965996	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 33	Lot Type 4	\$ 11,232.16	\$ 913.09
965997	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 32	Lot Type 4	\$ 11,232.16	\$ 913.09
965998	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 31	Lot Type 4	\$ 11,232.16	\$ 913.09
965999	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 30	Lot Type 4	\$ 11,232.16	\$ 913.09
966000	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 29	Lot Type 4	\$ 11,232.16	\$ 913.09
966001	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 28	Lot Type 4	\$ 11,232.16	\$ 913.09
966002	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 27	Lot Type 4	\$ 11,232.16	\$ 913.09
966003	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 26	Lot Type 4	\$ 11,232.16	\$ 913.09
966004	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 25	Lot Type 4	\$ 11,232.16	\$ 913.09
966005	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 24	Lot Type 4	\$ 11,232.16	\$ 913.09
966006	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 23	Lot Type 4	\$ 11,232.16	\$ 913.09
966007	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 22	Lot Type 4	\$ 11,232.16	\$ 913.09
966008	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 21	Lot Type 4	\$ 11,232.16	\$ 913.09
966009	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 22	Lot Type 4	\$ 11,232.16	\$ 913.09
966010	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 21	Lot Type 4	\$ 11,232.16	\$ 913.09
966011	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 20	Lot Type 4	\$ 11,232.16	\$ 913.09
966012	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 19	Lot Type 4	\$ 11,232.16	\$ 913.09
966013	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 18	Lot Type 4	\$ 11,232.16	\$ 913.09
966014	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 17	Lot Type 4	\$ 11,232.16	\$ 913.09
966015	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 16	Lot Type 4	\$ 11,232.16	\$ 913.09
966016	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 15	Lot Type 4	\$ 11,232.16	\$ 913.09
966017	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 14	Lot Type 4	\$ 11,232.16	\$ 913.09
966018	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 13	Lot Type 4	\$ 11,232.16	\$ 913.09
966019	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 12	Lot Type 4	\$ 11,232.16	\$ 913.09
966020	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 11	Lot Type 4	\$ 11,232.16	\$ 913.09
966021	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 10	Lot Type 4	\$ 11,232.16	\$ 913.09
966022	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 9	Lot Type 4	\$ 11,232.16	\$ 913.09
966023	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 8	Lot Type 4	\$ 11,232.16	\$ 913.09
966024	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 7	Lot Type 4	\$ 11,232.16	\$ 913.09
966025	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 6	Lot Type 4	\$ 11,232.16	\$ 913.09
966026	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 5	Lot Type 4	\$ 11,232.16	\$ 913.09
966027	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 4	Lot Type 4	\$ 11,232.16	\$ 913.09
966028	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 3	Lot Type 4	\$ 11,232.16	\$ 913.09
966029	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 2	Lot Type 4	\$ 11,232.16	\$ 913.09
966030	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 1 (LANDSCAPE)	Non-Benefited	\$ -	\$ -
966031	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 24	Lot Type 4	\$ 11,232.16	\$ 913.09
966032	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 23	Lot Type 4	\$ 11,232.16	\$ 913.09
966033	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 22	Lot Type 4	\$ 11,232.16	\$ 913.09
966034	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 21	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966035	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 20	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966036	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 19	Lot Type 4	\$ 11,232.16	\$ 913.09
966037	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 18	Lot Type 4	\$ 11,232.16	\$ 913.09
966038	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 17	Lot Type 4	\$ 11,232.16	\$ 913.09
966039	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 16	Lot Type 4	\$ 11,232.16	\$ 913.09
966040	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 15	Lot Type 4	\$ 11,232.16	\$ 913.09
966041	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 14	Lot Type 4	\$ 11,232.16	\$ 913.09
966042	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 13	Lot Type 4	\$ 11,232.16	\$ 913.09
966043	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 12	Lot Type 4	\$ 11,232.16	\$ 913.09
966044	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 11	Lot Type 4	\$ 11,232.16	\$ 913.09
966045	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 10	Lot Type 4	\$ 11,232.16	\$ 913.09
966046	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 9	Lot Type 4	\$ 11,232.16	\$ 913.09
966047	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 8	Lot Type 4	\$ 11,232.16	\$ 913.09
966048	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 7	Lot Type 4	\$ 11,232.16	\$ 913.09
966049	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 6	Lot Type 4	\$ 11,232.16	\$ 913.09

Parcel ID	Legal Description	Lot Type	Improvement Area #3	
			Outstanding Assessment	Annual Installment Due 1/31/2024
966050	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 5	Lot Type 4	\$ 11,232.16	\$ 913.09
966051	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 4	Lot Type 4	\$ 11,232.16	\$ 913.09
966052	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 3	Lot Type 4	\$ 11,232.16	\$ 913.09
966053	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 2	Lot Type 4	\$ 11,232.16	\$ 913.09
966054	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 1 (LANDSCAPE)	Non-Benefited	\$ -	\$ -
966055	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 14	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966056	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 13	Lot Type 4	\$ 11,232.16	\$ 913.09
966057	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 12	Lot Type 4	\$ 11,232.16	\$ 913.09
966058	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 11	Lot Type 4	\$ 11,232.16	\$ 913.09
966059	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 10	Lot Type 4	\$ 11,232.16	\$ 913.09
966060	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 9	Lot Type 4	\$ 11,232.16	\$ 913.09
966061	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 8	Lot Type 4	\$ 11,232.16	\$ 913.09
966062	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 7	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966063	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 28	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966064	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 29	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966066	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 10	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966067	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 9	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966069	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 30	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966070	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 31	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966071	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 32	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966072	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 33	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966073	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 34	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966074	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 35	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966075	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 36	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966076	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 37	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966077	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 6	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966078	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 5	Lot Type 4	\$ 11,232.16	\$ 913.09
966079	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 4	Lot Type 4	\$ 11,232.16	\$ 913.09
966080	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 3	Lot Type 4	\$ 11,232.16	\$ 913.09
966081	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 2	Lot Type 4	\$ 11,232.16	\$ 913.09
966082	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 1 (LANDSCAPE)	Non-Benefited	\$ -	\$ -
966083	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 26	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966084	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 25	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966085	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 24	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966086	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 23	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966087	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 22	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966088	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 21	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966089	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 20	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966090	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 19	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966091	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 18	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966092	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 17	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966093	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 16	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966094	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 15	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966095	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 25	Lot Type 4	\$ 11,232.16	\$ 913.09
966124	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 20	Lot Type 4	\$ 11,232.16	\$ 913.09
966125	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 19	Lot Type 4	\$ 11,232.16	\$ 913.09
966126	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 12	Lot Type 4	\$ 11,232.16	\$ 913.09
966127	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 11	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966128	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 10	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966129	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 9	Lot Type 4	\$ 11,232.16	\$ 913.09
966130	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 8	Lot Type 4	\$ 11,232.16	\$ 913.09
966131	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 7	Lot Type 4	\$ 11,232.16	\$ 913.09
966132	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 6	Lot Type 4	\$ 11,232.16	\$ 913.09
966133	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 5	Lot Type 4	\$ 11,232.16	\$ 913.09
966134	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 4	Lot Type 4	\$ 11,232.16	\$ 913.09

Parcel ID	Legal Description	Lot Type	Improvement Area #3	
			Outstanding Assessment	Annual Installment Due 1/31/2024
966135	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 3	Lot Type 4	\$ 11,232.16	\$ 913.09
966136	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 2	Lot Type 4	\$ 11,232.16	\$ 913.09
966137	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 1	Lot Type 4	\$ 11,232.16	\$ 913.09
966138	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 1 (LANDSCAPE)	Non-Benefited	\$ -	\$ -
966139	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 2	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966140	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 3	Lot Type 4	\$ 11,232.16	\$ 913.09
966141	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 4	Lot Type 4	\$ 11,232.16	\$ 913.09
966142	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 5	Lot Type 4	\$ 11,232.16	\$ 913.09
966143	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 6	Lot Type 4	\$ 11,232.16	\$ 913.09
966144	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 7	Lot Type 4	\$ 11,232.16	\$ 913.09
966145	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 8	Lot Type 4	\$ 11,232.16	\$ 913.09
966146	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 9	Lot Type 4	\$ 11,232.16	\$ 913.09
966147	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 10	Lot Type 4	\$ 11,232.16	\$ 913.09
966148	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 11	Lot Type 4	\$ 11,232.16	\$ 913.09
966149	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 12	Lot Type 4	\$ 11,232.16	\$ 913.09
966150	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 13	Lot Type 4	\$ 11,232.16	\$ 913.09
966151	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 14	Lot Type 4	\$ 11,232.16	\$ 913.09
966152	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 15 (DRAINAGE)	Non-Benefited	\$ -	\$ -
966153	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 16	Lot Type 4	\$ 11,232.16	\$ 913.09
966154	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 17	Lot Type 4	\$ 11,232.16	\$ 913.09
966155	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 18	Lot Type 4	\$ 11,232.16	\$ 913.09
966156	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 19	Lot Type 4	\$ 11,232.16	\$ 913.09
966157	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 20 (LANDSCAPE)	Non-Benefited	\$ -	\$ -
966158	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 37	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966159	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 36	Lot Type 4	\$ 11,232.16	\$ 913.09
966160	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 35	Lot Type 4	\$ 11,232.16	\$ 913.09
966161	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 34	Lot Type 4	\$ 11,232.16	\$ 913.09
966162	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 33	Lot Type 4	\$ 11,232.16	\$ 913.09
966163	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 32	Lot Type 4	\$ 11,232.16	\$ 913.09
966164	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 31	Lot Type 4	\$ 11,232.16	\$ 913.09
966165	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 30	Lot Type 4	\$ 11,232.16	\$ 913.09
966166	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 29	Lot Type 4	\$ 11,232.16	\$ 913.09
966167	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 28	Lot Type 4	\$ 11,232.16	\$ 913.09
966168	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 27	Lot Type 4	\$ 11,232.16	\$ 913.09
966169	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 26	Lot Type 4	\$ 11,232.16	\$ 913.09
966170	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 25	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966171	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 24	Lot Type 4	\$ 11,232.16	\$ 913.09
966172	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 23	Lot Type 4	\$ 11,232.16	\$ 913.09
966173	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 22	Lot Type 4	\$ 11,232.16	\$ 913.09
966174	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 21	Lot Type 4	\$ 11,232.16	\$ 913.09
966175	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 20 (LANDSCAPE)	Non-Benefited	\$ -	\$ -
966176	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 19	Lot Type 4	\$ 11,232.16	\$ 913.09
966177	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 18	Lot Type 4	\$ 11,232.16	\$ 913.09
966178	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 17	Lot Type 4	\$ 11,232.16	\$ 913.09
966179	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 16	Lot Type 4	\$ 11,232.16	\$ 913.09
966180	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 15 (DRAINAGE)	Non-Benefited	\$ -	\$ -
966181	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 14	Lot Type 4	\$ 11,232.16	\$ 913.09
966182	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 13	Lot Type 4	\$ 11,232.16	\$ 913.09
966183	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 12	Lot Type 4	\$ 11,232.16	\$ 913.09
966184	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 11	Lot Type 4	\$ 11,232.16	\$ 913.09
966185	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 10	Lot Type 4	\$ 11,232.16	\$ 913.09
966186	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 9	Lot Type 4	\$ 11,232.16	\$ 913.09
966187	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 8	Lot Type 4	\$ 11,232.16	\$ 913.09
966188	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 7	Lot Type 4	\$ 11,232.16	\$ 913.09
966189	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 6	Lot Type 4	\$ 11,232.16	\$ 913.09

Parcel ID	Legal Description	Lot Type	Improvement Area #3	
			Outstanding Assessment	Annual Installment Due 1/31/2024
966190	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 5	Lot Type 4	\$ 11,232.16	\$ 913.09
966191	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 4	Lot Type 4	\$ 11,232.16	\$ 913.09
966192	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 3	Lot Type 4	\$ 11,232.16	\$ 913.09
966193	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 2	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966194	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 1 (LANDSCAPE)	Non-Benefited	\$ -	\$ -
966196	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 26	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966197	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 25	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966198	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 24	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966199	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 23	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966200	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 22	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966201	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 21	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966202	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 20	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966203	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 19	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966204	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 18	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966205	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 17	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966206	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 16	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966207	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 15	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966208	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 14	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966209	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 13	Lot Type 4	\$ 11,232.16	\$ 913.09
966210	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 12	Lot Type 4	\$ 11,232.16	\$ 913.09
966211	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 11	Lot Type 4	\$ 11,232.16	\$ 913.09
966212	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 10	Lot Type 4	\$ 11,232.16	\$ 913.09
966213	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 9	Lot Type 4	\$ 11,232.16	\$ 913.09
966214	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 8	Lot Type 4	\$ 11,232.16	\$ 913.09
966215	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 7	Lot Type 4	\$ 11,232.16	\$ 913.09
966216	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 6	Lot Type 4	\$ 11,232.16	\$ 913.09
966217	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 5	Lot Type 4	\$ 11,232.16	\$ 913.09
966218	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 4	Lot Type 4	\$ 11,232.16	\$ 913.09
966219	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 3	Lot Type 4	\$ 11,232.16	\$ 913.09
966220	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 2	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966221	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 1 (LANDSCAPE)	Non-Benefited	\$ -	\$ -
966222	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 1	Lot Type 4	\$ 11,232.16	\$ 913.09
966223	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 2	Lot Type 4	\$ 11,232.16	\$ 913.09
966224	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 3	Lot Type 4	\$ 11,232.16	\$ 913.09
966225	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 4	Lot Type 4	\$ 11,232.16	\$ 913.09
966226	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 5	Lot Type 4	\$ 11,232.16	\$ 913.09
966227	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 6	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966228	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 7	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966229	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 8 (DRAINAGE)	Non-Benefited	\$ -	\$ -
966230	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 9	Lot Type 4	\$ 11,232.16	\$ 913.09
966231	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 10	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966232	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 11	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966233	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 12	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966234	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 13	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966235	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 14	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966236	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 15	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966237	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 16	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966238	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 17	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966239	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 18	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966240	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 19	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966241	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 20	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966242	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 21	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966243	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 22	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966244	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 23	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966245	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 24	Lot Type 5	\$ 12,355.37	\$ 1,004.40

Parcel ID	Legal Description	Lot Type	Improvement Area #3	
			Outstanding Assessment	Annual Installment Due 1/31/2024
966246	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 25	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966247	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 26	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966098	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 18	Lot Type 4	\$ 11,232.16	\$ 913.09
966099	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 17	Lot Type 4	\$ 11,232.16	\$ 913.09
966100	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 16	Lot Type 4	\$ 11,232.16	\$ 913.09
966101	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 15	Lot Type 4	\$ 11,232.16	\$ 913.09
966102	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 14	Lot Type 4	\$ 11,232.16	\$ 913.09
966103	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 13	Lot Type 4	\$ 11,232.16	\$ 913.09
966104	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 12	Lot Type 4	\$ 11,232.16	\$ 913.09
966105	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 11	Lot Type 4	\$ 11,232.16	\$ 913.09
966106	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 10	Lot Type 4	\$ 11,232.16	\$ 913.09
966107	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 9	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966108	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 8	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966109	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 7	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966110	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 6	Lot Type 4	\$ 11,232.16	\$ 913.09
966111	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 5	Lot Type 4	\$ 11,232.16	\$ 913.09
966112	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 4	Lot Type 4	\$ 11,232.16	\$ 913.09
966113	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 3	Lot Type 4	\$ 11,232.16	\$ 913.09
966114	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 2	Lot Type 4	\$ 11,232.16	\$ 913.09
966115	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 1 (LANDSCAPE)	Non-Benefited	\$ -	\$ -
966116	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 20	Lot Type 4	\$ 11,232.16	\$ 913.09
966117	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 19	Lot Type 4	\$ 11,232.16	\$ 913.09
966118	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 18	Lot Type 4	\$ 11,232.16	\$ 913.09
966119	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 17	Lot Type 4	\$ 11,232.16	\$ 913.09
966120	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 16	Lot Type 4	\$ 11,232.16	\$ 913.09
966121	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 15	Lot Type 4	\$ 11,232.16	\$ 913.09
966122	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 14	Lot Type 4	\$ 11,232.16	\$ 913.09
966123	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 13	Lot Type 4	\$ 11,232.16	\$ 913.09
<b>Total</b>			<b>\$ 4,255,000.00</b>	<b>\$ 345,900.00</b>

**EXHIBIT K-1 – IMPROVEMENT AREA #3 BONDS ANNUAL INSTALLMENT  
SCHEDULE**

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest [b]	Total Annual Installment
2024	\$ 60,000	\$ 234,025	\$ 30,600	\$ 21,275	\$ 345,900
2025	60,000	230,725	31,212	20,975	342,912
2026	65,000	227,425	31,836	20,675	344,936
2027	70,000	223,850	32,473	20,350	346,673
2028	75,000	220,000	33,122	20,000	348,122
2029	75,000	215,875	33,785	19,625	344,285
2030	80,000	211,750	34,461	19,250	345,461
2031	85,000	207,350	35,150	18,850	346,350
2032	90,000	202,675	35,853	18,425	346,953
2033	95,000	197,725	36,570	17,975	347,270
2034	100,000	192,500	37,301	17,500	347,301
2035	105,000	187,000	38,047	17,000	347,047
2036	110,000	181,225	38,808	16,475	346,508
2037	120,000	175,175	39,584	15,925	350,684
2038	125,000	168,575	40,376	15,325	349,276
2039	130,000	161,700	41,184	14,700	347,584
2040	140,000	154,550	42,007	14,050	350,607
2041	145,000	146,850	42,847	13,350	348,047
2042	155,000	138,875	43,704	12,625	350,204
2043	165,000	130,350	44,578	11,850	351,778
2044	170,000	121,275	45,470	11,025	347,770
2045	180,000	111,925	46,379	10,175	348,479
2046	190,000	102,025	47,307	9,275	348,607
2047	200,000	91,575	48,253	8,325	348,153
2048	210,000	80,575	49,218	7,325	347,118
2049	225,000	69,025	50,203	6,275	350,503
2050	235,000	56,650	51,207	5,150	348,007
2051	250,000	43,725	52,231	3,975	349,931
2052	265,000	29,975	53,275	2,725	350,975
2053	280,000	15,400	54,341	1,400	351,141
<b>Total</b>	<b>\$ 4,255,000</b>	<b>\$ 4,530,350</b>	<b>\$ 1,241,383</b>	<b>\$ 411,850</b>	<b>\$ 10,438,583</b>

[a] Interest is calculated at a 5.50% rate for illustrative purposes.

[b] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*



## EXHIBIT K-2 - IMPROVEMENT AREA #3 TOTAL ANNUAL INSTALLMENT SCHEDULE

Installment Due 1/31	Major Improvement Area Bonds				Improvement Area #3 Bonds				Total Annual Installment
	Principal	Interest [a]	Annual Collection	Additional Interest [c]	Principal	Interest [b]	Annual Collection	Additional Interest [c]	
2024	\$ 48,189	\$ 102,171	\$ 8,942	\$ 12,327	\$ 60,000	\$ 234,025	\$ 30,600	\$ 21,275	\$ 517,529
2025	49,744	100,665	9,120	12,086	60,000	230,725	31,212	20,975	514,528
2026	52,853	99,111	9,303	11,837	65,000	227,425	31,836	20,675	518,040
2027	54,407	97,459	9,489	11,573	70,000	223,850	32,473	20,350	519,602
2028	55,962	95,419	9,679	11,301	75,000	220,000	33,122	20,000	520,483
2029	57,516	93,320	9,872	11,021	75,000	215,875	33,785	19,625	516,015
2030	60,625	91,163	10,070	10,734	80,000	211,750	34,461	19,250	518,053
2031	62,180	88,890	10,271	10,431	85,000	207,350	35,150	18,850	518,121
2032	65,289	86,558	10,477	10,120	90,000	202,675	35,853	18,425	519,396
2033	68,398	83,865	10,686	9,793	95,000	197,725	36,570	17,975	520,012
2034	71,507	81,044	10,900	9,451	100,000	192,500	37,301	17,500	520,203
2035	74,616	78,094	11,118	9,094	105,000	187,000	38,047	17,000	519,969
2036	77,725	75,016	11,340	8,721	110,000	181,225	38,808	16,475	519,310
2037	80,834	71,810	11,567	8,332	120,000	175,175	39,584	15,925	523,227
2038	83,943	68,476	11,798	7,928	125,000	168,575	40,376	15,325	521,421
2039	87,052	65,013	12,034	7,508	130,000	161,700	41,184	14,700	519,191
2040	91,715	61,422	12,275	7,073	140,000	154,550	42,007	14,050	523,092
2041	94,824	57,639	12,520	6,614	145,000	146,850	42,847	13,350	519,645
2042	99,488	53,727	12,771	6,140	155,000	138,875	43,704	12,625	522,331
2043	104,151	49,375	13,026	5,643	165,000	130,350	44,578	11,850	523,973
2044	108,815	44,818	13,287	5,122	170,000	121,275	45,470	11,025	519,812
2045	113,478	40,057	13,553	4,578	180,000	111,925	46,379	10,175	520,146
2046	118,142	35,093	13,824	4,011	190,000	102,025	47,307	9,275	519,676
2047	124,360	29,924	14,100	3,420	200,000	91,575	48,253	8,325	519,957
2048	130,578	24,483	14,382	2,798	210,000	80,575	49,218	7,325	519,359
2049	136,796	18,771	14,670	2,145	225,000	69,025	50,203	6,275	522,884
2050	143,014	12,786	14,963	1,461	235,000	56,650	51,207	5,150	520,230
2051	149,232	6,529	15,262	746	250,000	43,725	52,231	3,975	521,700
2052	-	-	-	-	265,000	29,975	53,275	2,725	350,975
2053	-	-	-	-	280,000	15,400	54,341	1,400	351,141
<b>Total</b>	<b>\$ 2,465,431</b>	<b>\$ 1,812,698</b>	<b>\$ 331,299</b>	<b>\$ 212,010</b>	<b>\$ 4,255,000</b>	<b>\$ 4,530,350</b>	<b>\$ 1,241,383</b>	<b>\$ 411,850</b>	<b>\$ 15,260,022</b>

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Interest is calculated at a 5.50% rate for illustrative purposes.

[c] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

## EXHIBIT L - MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

Parcel ID	Legal Description	Improvement Area	Lot Type	Major Improvement Area	
				Outstanding Assessment	Annual Installment Due 1/31/2024
248072	Abs. 154, Sur. 52, AC Caldwell	MIA	Initial Parcel	\$ 549,699.22	\$ 38,266.96
248122	Abs. 456, Sur. 64, L Kimbro	MIA	Initial Parcel	\$ 2,356,578.77	\$ 164,051.71
477399	Lot 2, J F Nagle Estates	MIA	Initial Parcel	\$ 856,397.67	\$ 59,617.57
704716	Abs. 154, Sur. 52, AC Caldwell	MIA	Initial Parcel	\$ 528,324.75	\$ 36,778.99
958419	Manor Heights PHS 2 Sec 18 Blk M Lot 1	MIA	Initial Parcel	\$ 33,522.82	\$ 2,333.67
236952	Abs. 154, Sur. 52, AC Caldwell	MIA	Initial Parcel	\$ 1,043,327.44	\$ 72,630.57
902644	Abs. 154, Sur. 52, AC Caldwell	MIA	Initial Parcel	\$ 96,717.84	\$ 6,732.95
958418	Manor Heights PHS 2 Sec 18 Blk M Lot 2	IA#3	Condo Parcel	\$ 500,625.72	\$ 34,850.74
966229	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 8 (DRAINAGE)	IA#3	Non-Benefited	\$ -	\$ -
965955	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 50 (PARKLAND)	IA#3	Non-Benefited	\$ -	\$ -
966065	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 27	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
965943	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 38	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965944	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 39	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965945	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 40	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965946	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 41	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965947	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 42	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965948	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 43	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965949	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 44	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965950	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 45	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965951	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 46	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965952	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 47	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965953	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 48	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965954	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 49	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965955	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 50 (PARKLAND)	IA#3	Non-Benefited	\$ -	\$ -
965956	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 51	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965957	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 52	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965958	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 53	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965959	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 54	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965960	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 55	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965961	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 56	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965962	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 57	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965963	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 58	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965964	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 59	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
965965	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 60 (LANDSCAPE)	IA#3	Non-Benefited	\$ -	\$ -
965966	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 8	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965967	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 7	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965968	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 6	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965969	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 5	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965970	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 4	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965971	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 3	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965972	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 2	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965973	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 1	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965974	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 18	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965975	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 17	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965976	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 16	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965977	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 15	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965978	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 14	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965979	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 13	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965980	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 12	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965981	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 11	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965983	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 46 (LANDSCAPE)	IA#3	Non-Benefited	\$ -	\$ -
965984	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 45	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
965985	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 44	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
965986	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 43	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
965987	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 42	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
965988	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 41	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
965989	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 40	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
965990	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 39	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
965991	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 38	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
965992	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 37	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06

Parcel ID	Legal Description	Improvement Area	Lot Type	Major Improvement Area	
				Outstanding Assessment	Annual Installment Due 1/31/2024
965993	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 36	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
965994	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 35	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
965995	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 34	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
965996	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 33	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
965997	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 32	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
965998	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 31	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
965999	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 30	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966000	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 29	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966001	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 28	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966002	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 27	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966003	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 26	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966004	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 25	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966005	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 24	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966006	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 23	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966007	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 22	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966008	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 21	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966009	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 22	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966010	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 21	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966011	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 20	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966012	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 19	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966013	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 18	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966014	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 17	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966015	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 16	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966016	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 15	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966017	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 14	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966018	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 13	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966019	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 12	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966020	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 11	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966021	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 10	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966022	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 9	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966023	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 8	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966024	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 7	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966025	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 6	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966026	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 5	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966027	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 4	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966028	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 3	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966029	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 2	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966030	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 1 (LANDSCAPE)	IA#3	Non-Benefited	\$ -	\$ -
966031	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 24	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966032	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 23	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966033	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 22	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966034	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 21	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966035	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 20	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966036	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 19	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966037	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 18	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966038	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 17	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966039	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 16	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966040	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 15	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966041	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 14	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966042	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 13	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966043	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 12	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966044	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 11	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966045	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 10	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966046	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 9	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966047	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 8	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966048	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 7	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966049	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 6	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966050	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 5	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966051	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 4	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966052	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 3	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06

Parcel ID	Legal Description	Improvement Area	Lot Type	Major Improvement Area	
				Outstanding Assessment	Annual Installment Due 1/31/2024
966053	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 2	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966054	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 1 (LANDSCAPE)	IA#3	Non-Benefited	\$ -	\$ -
966055	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 14	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966056	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 13	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966057	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 12	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966058	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 11	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966059	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 10	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966060	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 9	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966061	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 8	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966062	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 7	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966063	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 28	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966064	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 29	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966066	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 10	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966067	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 9	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966069	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 30	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966070	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 31	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966071	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 32	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966072	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 33	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966073	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 34	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966074	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 35	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966075	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 36	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966076	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 37	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966077	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 6	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966078	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 5	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966079	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 4	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966080	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 3	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966081	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 2	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966082	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 1 (LANDSCAPE)	IA#3	Non-Benefited	\$ -	\$ -
966083	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 26	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966084	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 25	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966085	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 24	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966086	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 23	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966087	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 22	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966088	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 21	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966089	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 20	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966090	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 19	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966091	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 18	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966092	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 17	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966093	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 16	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966094	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 15	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966095	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 25	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966124	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 20	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966125	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 19	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966126	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 12	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966127	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 11	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966128	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 10	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966129	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 9	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966130	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 8	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966131	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 7	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966132	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 6	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966133	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 5	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966134	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 4	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966135	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 3	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966136	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 2	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966137	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 1	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966138	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 1 (LANDSCAPE)	IA#3	Non-Benefited	\$ -	\$ -
966139	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 2	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966140	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 3	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966141	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 4	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966142	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 5	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06

Parcel ID	Legal Description	Improvement Area	Lot Type	Major Improvement Area	
				Outstanding Assessment	Annual Installment Due 1/31/2024
966143	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 6	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966144	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 7	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966145	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 8	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966146	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 9	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966147	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 10	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966148	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 11	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966149	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 12	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966150	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 13	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966151	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 14	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966152	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 15 (DRAINAGE)	IA#3	Non-Benefited	\$ -	\$ -
966153	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 16	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966154	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 17	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966155	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 18	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966156	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 19	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966157	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 20 (LANDSCAPE)	IA#3	Non-Benefited	\$ -	\$ -
966158	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 37	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966159	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 36	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966160	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 35	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966161	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 34	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966162	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 33	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966163	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 32	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966164	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 31	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966165	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 30	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966166	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 29	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966167	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 28	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966168	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 27	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966169	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 26	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966170	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 25	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966171	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 24	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966172	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 23	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966173	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 22	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966174	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 21	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966175	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 20 (LANDSCAPE)	IA#3	Non-Benefited	\$ -	\$ -
966176	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 19	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966177	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 18	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966178	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 17	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966179	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 16	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966180	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 15 (DRAINAGE)	IA#3	Non-Benefited	\$ -	\$ -
966181	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 14	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966182	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 13	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966183	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 12	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966184	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 11	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966185	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 10	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966186	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 9	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966187	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 8	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966188	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 7	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966189	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 6	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966190	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 5	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966191	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 4	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966192	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 3	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966193	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 2	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966194	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 1 (LANDSCAPE)	IA#3	Non-Benefited	\$ -	\$ -
966196	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 26	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966197	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 25	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966198	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 24	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966199	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 23	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966200	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 22	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966201	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 21	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966202	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 20	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966203	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 19	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37

Parcel ID	Legal Description	Improvement Area	Lot Type	Major Improvement Area	
				Outstanding Assessment	Annual Installment Due 1/31/2024
966204	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 18	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966205	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 17	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966206	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 16	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966207	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 15	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966208	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 14	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966209	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 13	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966210	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 12	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966211	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 11	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966212	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 10	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966213	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 9	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966214	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 8	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966215	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 7	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966216	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 6	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966217	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 5	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966218	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 4	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966219	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 3	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966220	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 2	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966221	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 1 (LANDSCAPE)	IA#3	Non-Benefited	\$ -	\$ -
966222	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 1	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966223	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 2	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966224	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 3	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966225	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 4	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966226	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 5	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966227	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 6	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966228	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 7	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966229	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 8 (DRAINAGE)	IA#3	Non-Benefited	\$ -	\$ -
966230	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 9	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966231	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 10	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966232	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 11	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966233	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 12	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966234	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 13	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966235	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 14	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966236	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 15	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966237	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 16	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966238	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 17	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966239	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 18	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966240	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 19	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966241	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 20	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966242	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 21	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966243	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 22	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966244	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 23	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966245	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 24	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966246	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 25	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966247	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 26	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966098	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 18	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966099	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 17	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966100	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 16	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966101	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 15	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966102	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 14	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966103	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 13	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966104	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 12	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966105	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 11	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966106	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 10	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966107	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 9	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966108	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 8	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966109	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 7	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966110	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 6	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966111	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 5	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966112	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 4	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966113	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 3	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06

Parcel ID	Legal Description	Improvement Area	Lot Type	Major Improvement Area	
				Outstanding Assessment	Annual Installment Due 1/31/2024
966114	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 2	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966115	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 1 (LANDSCAPE)	IA#3	Non-Benefited	\$ -	\$ -
966116	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 20	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966117	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 19	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966118	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 18	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966119	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 17	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966120	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 16	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966121	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 15	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966122	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 14	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966123	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 13	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
<b>Total</b>				<b>\$ 7,930,000.00</b>	<b>\$ 552,041.83</b>

Note: For billing purposes only, until a plat has been recorded within the Major Improvement Area Initial Parcel, the Annual Installment will be billed to each Tax Parcel within the Major Improvement Area Initial Parcel based on the acreage of the Tax Parcel as calculated by the Travis Central Appraisal District. Totals may not sum due to rounding.

## EXHIBIT M – MAJOR IMPROVEMENT AREA ANNUAL INSTALLMENT SCHEDULE

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest [b]	Capitalized Interest	Total Annual Installment
2024	\$ 155,000.00	\$ 328,631.26	\$ 28,760.57	\$ 39,650.00	\$ -	\$ 552,041.83
2025	160,000.00	323,787.50	29,335.78	38,875.00	-	551,998.28
2026	170,000.00	318,787.50	29,922.50	38,075.00	-	556,785.00
2027	175,000.00	313,475.00	30,520.95	37,225.00	-	556,220.95
2028	180,000.00	306,912.50	31,131.37	36,350.00	-	554,393.87
2029	185,000.00	300,162.50	31,754.00	35,450.00	-	552,366.50
2030	195,000.00	293,225.00	32,389.08	34,525.00	-	555,139.08
2031	200,000.00	285,912.50	33,036.86	33,550.00	-	552,499.36
2032	210,000.00	278,412.50	33,697.59	32,550.00	-	554,660.09
2033	220,000.00	269,750.00	34,371.55	31,500.00	-	555,621.55
2034	230,000.00	260,675.00	35,058.98	30,400.00	-	556,133.98
2035	240,000.00	251,187.50	35,760.16	29,250.00	-	556,197.66
2036	250,000.00	241,287.50	36,475.36	28,050.00	-	555,812.86
2037	260,000.00	230,975.00	37,204.87	26,800.00	-	554,979.87
2038	270,000.00	220,250.00	37,948.97	25,500.00	-	553,698.97
2039	280,000.00	209,112.50	38,707.94	24,150.00	-	551,970.44
2040	295,000.00	197,562.50	39,482.10	22,750.00	-	554,794.60
2041	305,000.00	185,393.74	40,271.75	21,275.00	-	551,940.49
2042	320,000.00	172,812.50	41,077.18	19,750.00	-	553,639.68
2043	335,000.00	158,812.50	41,898.72	18,150.00	-	553,861.22
2044	350,000.00	144,156.26	42,736.70	16,475.00	-	553,367.96
2045	365,000.00	128,843.76	43,591.43	14,725.00	-	552,160.19
2046	380,000.00	112,875.00	44,463.26	12,900.00	-	550,238.26
2047	400,000.00	96,250.00	45,352.53	11,000.00	-	552,602.53
2048	420,000.00	78,750.00	46,259.58	9,000.00	-	554,009.58
2049	440,000.00	60,375.00	47,184.77	6,900.00	-	554,459.77
2050	460,000.00	41,125.00	48,128.46	4,700.00	-	553,953.46
2051	480,000.00	21,000.00	49,091.03	2,400.00	-	552,491.03
<b>Total</b>	<b>\$ 7,930,000.00</b>	<b>\$ 5,830,500.02</b>	<b>\$ 1,065,614.03</b>	<b>\$ 681,925.00</b>	<b>\$ -</b>	<b>\$ 15,508,039.05</b>

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

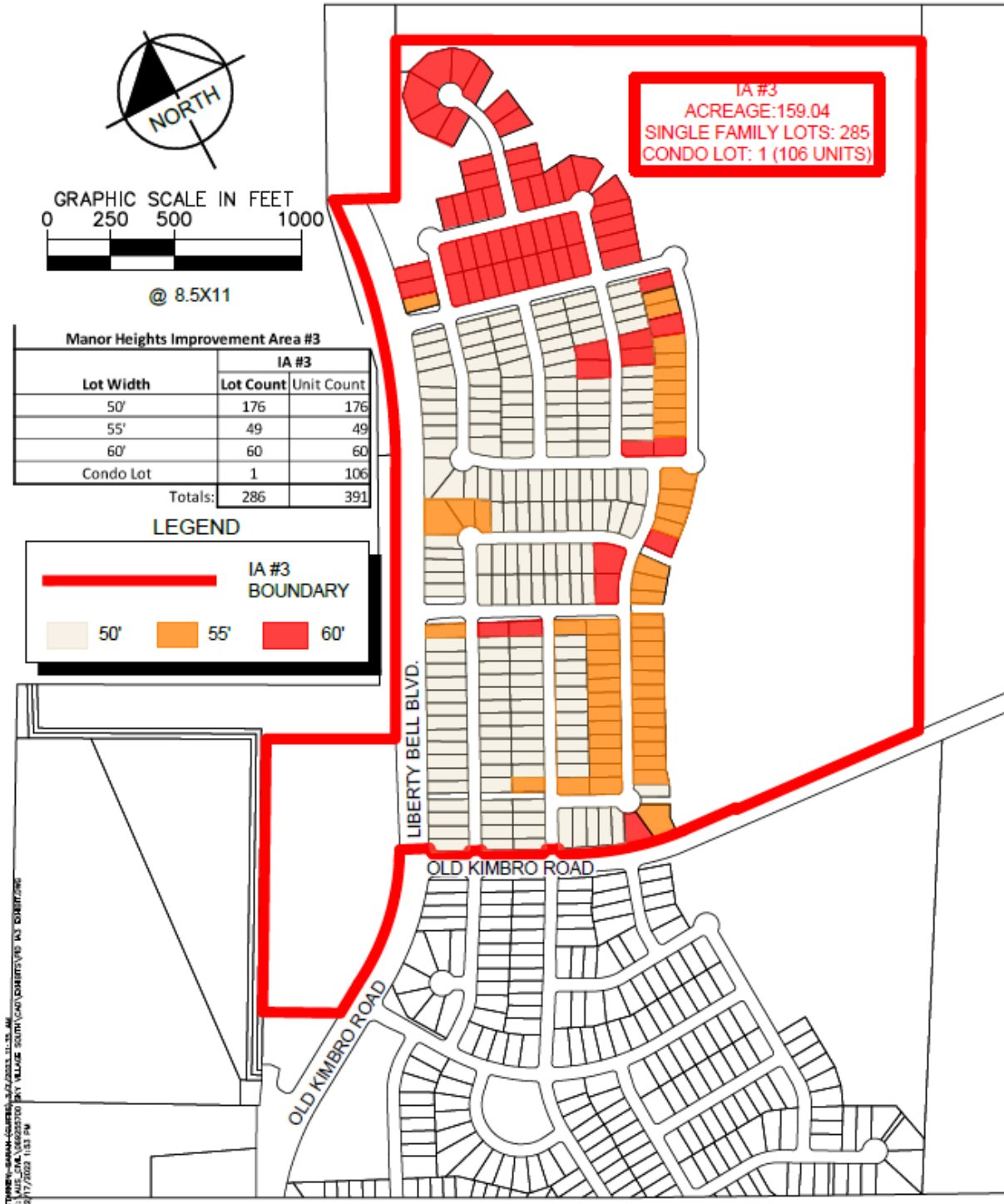
*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*



## EXHIBIT N – MAXIMUM ASSESSMENT PER LOT TYPE

Lot Type	Units/SF [a]	Improved Land Value per Lot	Improved Land Total Value	Assessed Value per Unit/SF	Total Assessed Value	Assessments				Annual Installments				Assessment per Unit/SF	Annual Installment per Unit/SF	PID Equivalent Tax Rate
						Major Improvement Area Bond	Improvement Area 1-2 Bond	Improvement Area #3 Bond	Total Assessment	Major Improvement Area Bond	Improvement Area 1-2 Bond	Improvement Area #3 Bond	Total Annual Installments			
<b>Improvement Area #1</b>																
Lot Type 1 - 50'	264	\$ 62,500	\$ 16,500,000	\$ 285,000	\$ 75,240,000	\$ -	\$ 3,644,601	\$ -	\$ 3,644,601	\$ -	\$ 245,252	\$ -	\$ 245,252	\$ 13,805	\$ 928.99	\$ 0.3260
<b>IA #1 Total</b>	<b>264</b>		<b>\$ 16,500,000</b>		<b>\$ 75,240,000</b>	<b>\$ -</b>	<b>\$ 3,644,601</b>	<b>\$ -</b>	<b>\$ 3,644,601</b>	<b>\$ -</b>	<b>\$ 245,252</b>	<b>\$ -</b>	<b>\$ 245,252</b>			<b>\$ 0.3260</b>
<b>Improvement Area #2</b>																
Lot Type 2 - 50'	176	\$ 42,557	\$ 7,490,032	\$ 285,000	\$ 50,160,000	\$ -	\$ 2,429,306	\$ -	\$ 2,429,306	\$ -	\$ 163,501	\$ -	\$ 163,501	\$ 13,803	\$ 928.99	\$ 0.3260
Lot Type 3 - 55'	75	\$ 42,558	\$ 3,191,850	\$ 290,000	\$ 21,750,000	\$ -	\$ 1,053,377	\$ -	\$ 1,053,377	\$ -	\$ 70,896	\$ -	\$ 70,896	\$ 14,045	\$ 945.28	\$ 0.3260
<b>IA #2 Total/Weighted Average</b>	<b>251</b>	<b>\$ 42,557</b>	<b>\$ 7,490,032</b>	<b>\$ 286,494</b>	<b>\$ 71,910,000</b>	<b>\$ -</b>	<b>\$ 3,482,683</b>	<b>\$ -</b>	<b>\$ 3,482,683</b>	<b>\$ -</b>	<b>\$ 234,398</b>	<b>\$ -</b>	<b>\$ 234,398</b>			<b>\$ 0.3260</b>
<b>Improvement Area #3</b>																
Lot Type 4 - 50'	176	\$ 82,680	\$ 14,551,680	\$ 413,400	\$ 72,758,400	\$ 1,145,432	\$ -	\$ 1,976,860	\$ 3,122,291	\$ 80,001	\$ -	\$ 161,658	\$ 241,659	\$ 17,740.29	\$ 1,373.06	\$ 0.3321
Lot Type 5 - 55'	49	\$ 90,948	\$ 4,456,452	\$ 454,740	\$ 22,282,260	\$ 350,788	\$ -	\$ 605,413	\$ 956,202	\$ 24,500	\$ -	\$ 49,508	\$ 74,008	\$ 19,514.32	\$ 1,510.37	\$ 0.3321
Lot Type 6 - 60'	60	\$ 99,216	\$ 5,952,960	\$ 496,080	\$ 29,764,800	\$ 468,586	\$ -	\$ 808,715	\$ 1,277,301	\$ 32,728	\$ -	\$ 66,133	\$ 98,860	\$ 21,288.35	\$ 1,647.67	\$ 0.3321
Lot Type 7 - Condo	106	\$ 60,000	\$ 6,360,000	\$ 300,000	\$ 31,800,000	\$ 500,626	\$ -	\$ 864,012	\$ 1,364,638	\$ 34,965	\$ -	\$ 70,655	\$ 105,620	\$ 12,873.94	\$ 996.42	\$ 0.3321
<b>IA#3 Total/Weighted Average</b>	<b>391</b>	<b>\$ 80,105</b>	<b>\$ 31,321,092</b>	<b>\$ 400,525</b>	<b>\$ 156,605,460</b>	<b>\$ 2,465,431</b>	<b>\$ -</b>	<b>\$ 4,255,000</b>	<b>\$ 6,720,431</b>	<b>\$ 172,194</b>	<b>\$ -</b>	<b>\$ 347,953</b>	<b>\$ 520,147</b>			<b>\$ 0.3321</b>
<b>Major Improvement Area - Remainder Area</b>																
50'	313	\$ 86,020	\$ 26,924,260	\$ 430,101	\$ 134,621,613	\$ 2,119,341	\$ -	\$ -	\$ 2,119,341	\$ 148,022	\$ -	\$ -	\$ 148,022	\$ 6,771	\$ 472.91	\$ 0.1100
55'	41	\$ 94,622	\$ 3,879,502	\$ 473,111	\$ 19,397,551	\$ 305,375	\$ -	\$ -	\$ 305,375	\$ 21,328	\$ -	\$ -	\$ 21,328	\$ 7,448	\$ 520.21	\$ 0.1100
60'	102	\$ 103,224	\$ 10,528,848	\$ 516,122	\$ 52,644,444	\$ 828,779	\$ -	\$ -	\$ 828,779	\$ 57,885	\$ -	\$ -	\$ 57,885	\$ 8,125	\$ 567.50	\$ 0.1100
Condo	298	\$ 62,424	\$ 18,602,352	\$ 312,120	\$ 93,011,760	\$ 1,464,279	\$ -	\$ -	\$ 1,464,279	\$ 102,270	\$ -	\$ -	\$ 102,270	\$ 4,914	\$ 343.19	\$ 0.1100
Office	68,999	\$ 40	\$ 2,759,960	\$ 200	\$ 13,799,800	\$ 217,250	\$ -	\$ -	\$ 217,250	\$ 15,173	\$ -	\$ -	\$ 15,173	\$ 3.15	\$ 0.22	\$ 0.1100
Restaurant	17,250	\$ 40	\$ 690,000	\$ 200	\$ 3,450,000	\$ 54,313	\$ -	\$ -	\$ 54,313	\$ 3,793	\$ -	\$ -	\$ 3,793	\$ 3.15	\$ 0.22	\$ 0.1100
Retail	150,935	\$ 40	\$ 6,037,400	\$ 200	\$ 30,187,000	\$ 475,232	\$ -	\$ -	\$ 475,232	\$ 33,192	\$ -	\$ -	\$ 33,192	\$ 3.15	\$ 0.22	\$ 0.1100
<b>MIA Remainder Area Total</b>			<b>\$ 69,422,322</b>		<b>\$ 347,112,168</b>	<b>\$ 5,464,569</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,464,569</b>	<b>\$ 381,664</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 381,664</b>			<b>\$ 0.1100</b>

**EXHIBIT O – LOT TYPE CLASSIFICATION MAPS**

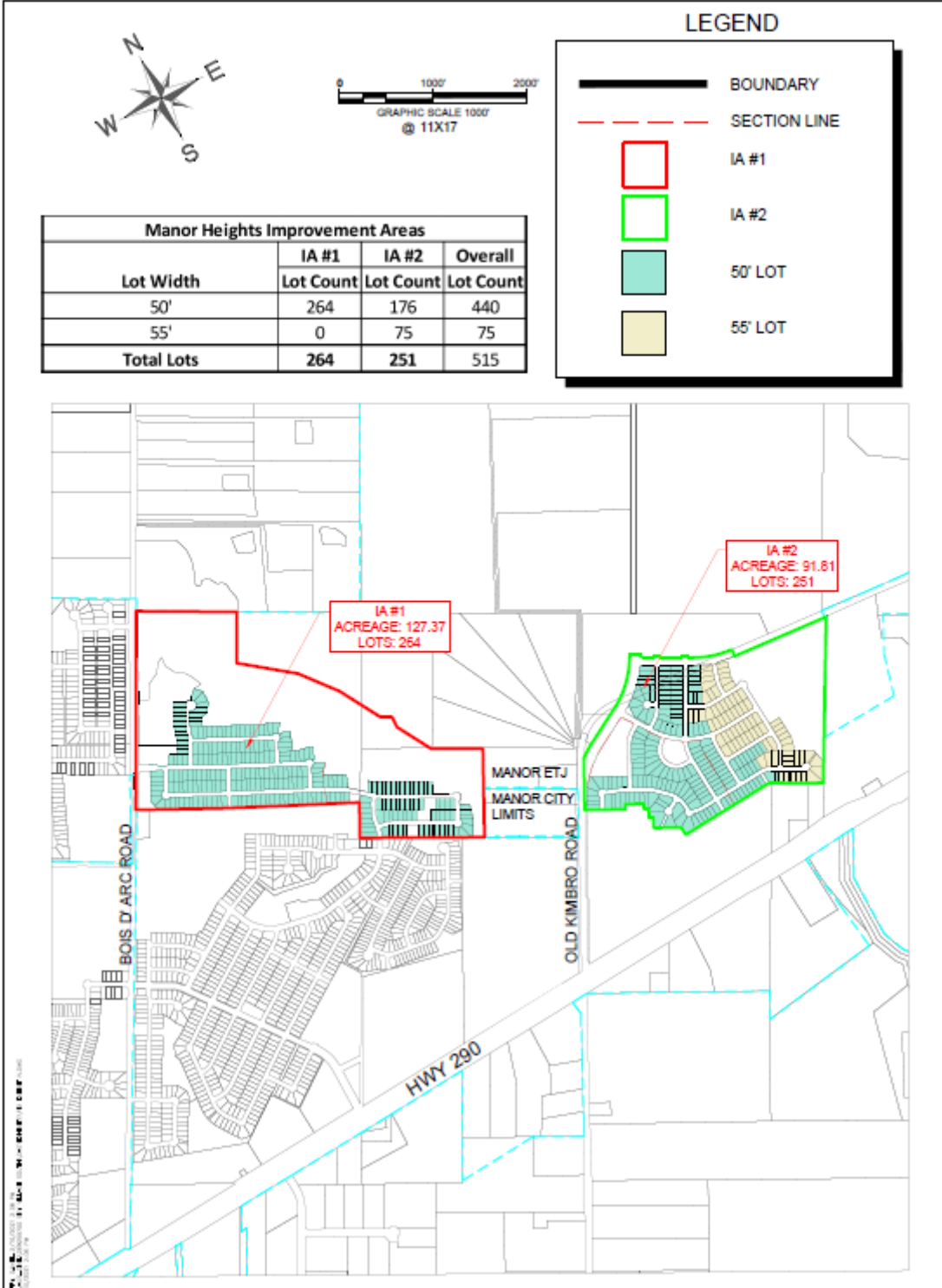


STAFF: JENNIFER COOPER, 3/27/2023, 11:33 AM  
 REVISION: 02/17/2023 BY: VILASU SODHI (GAS/COMMENTS/VE: ALI, KIMBLE/ENG)  
 12/17/2023 11:33 AM

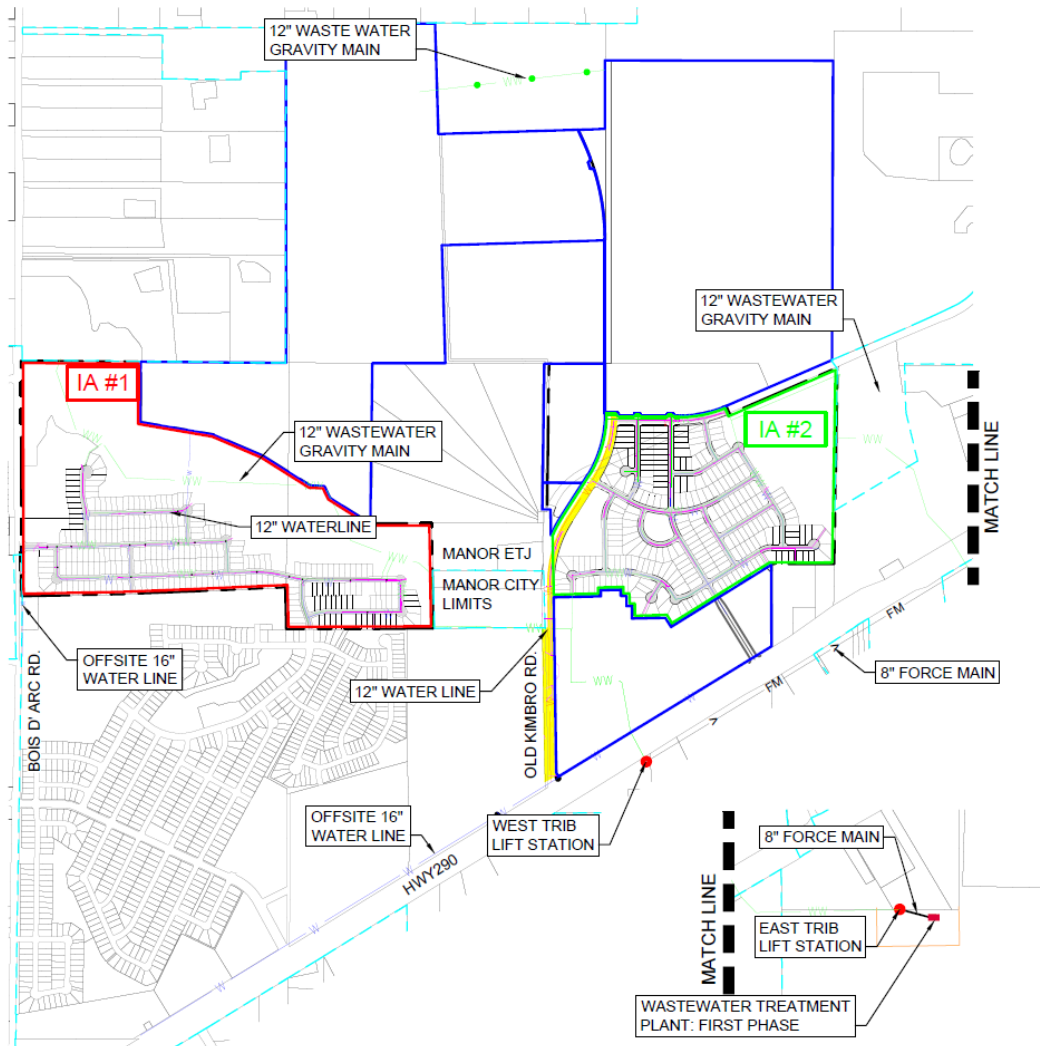
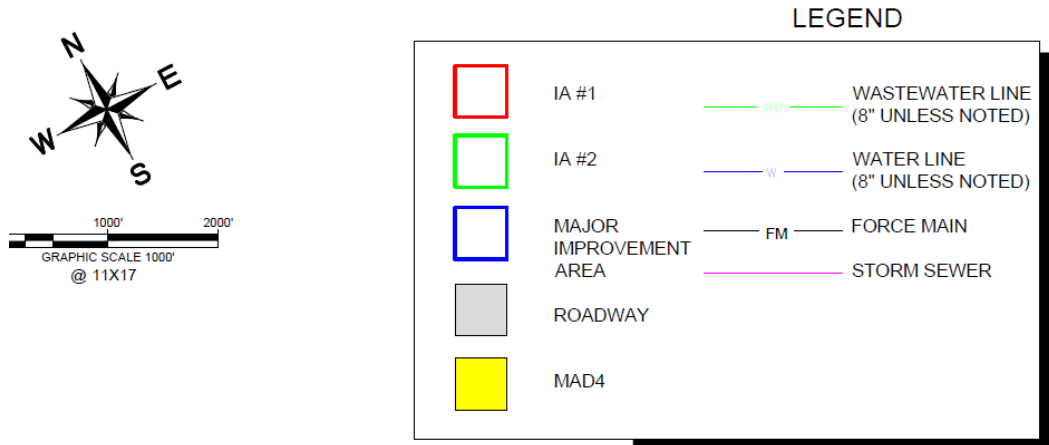
PLOTTED BY:  
 LAST SAVED

**Manor Heights- IA#3**  
 Manor, Texas  
 February 2023

**Kimley»Horn**  
 501 South Austin Avenue  
 Suite 1310  
 Georgetown, Texas 78626  
 512-718-1771  
 State of Texas Registration No. F-625  
Kimley-Horn and Associates, Inc. is an Equal Opportunity Employer.

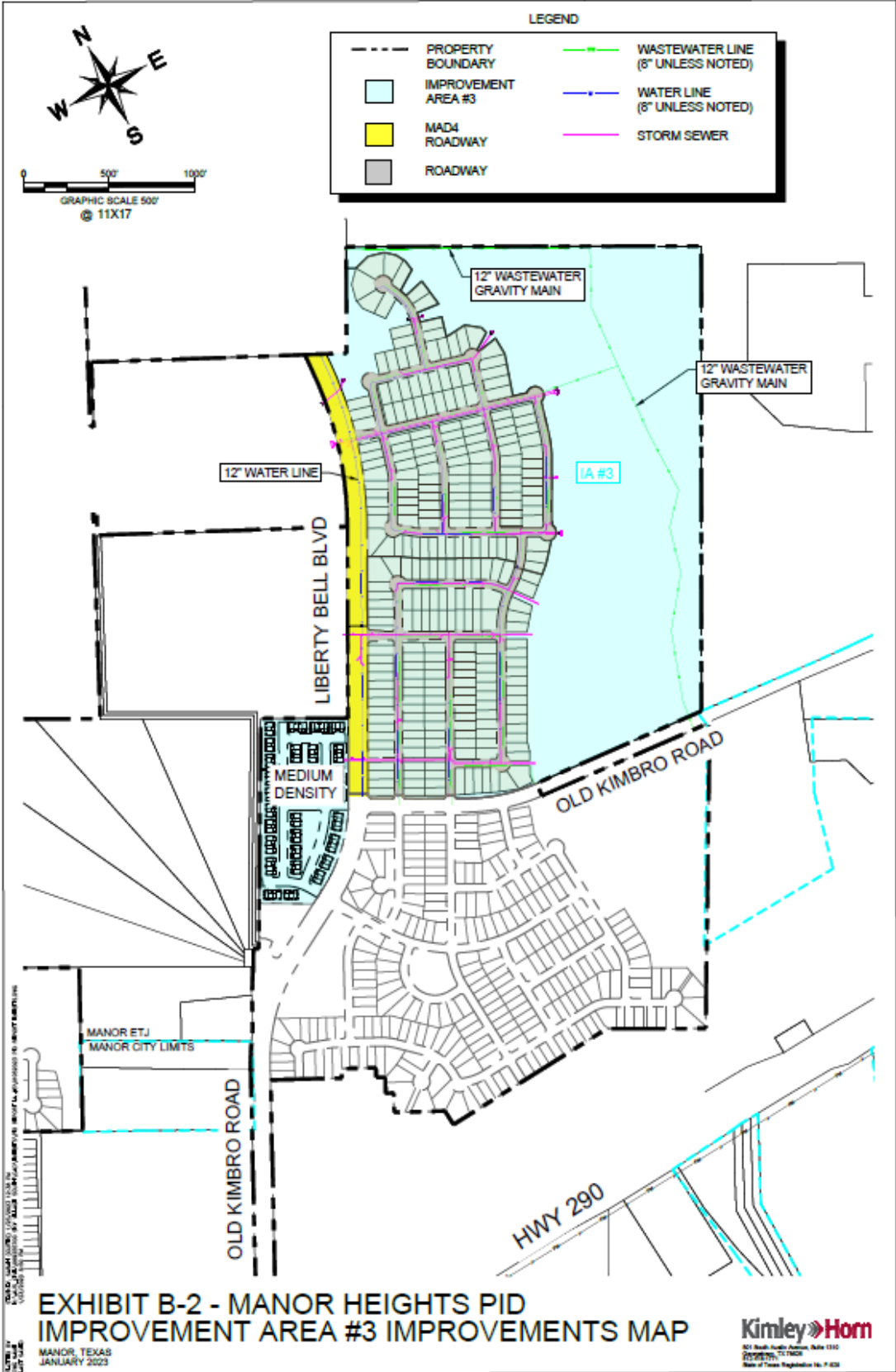


## EXHIBIT P – MAPS OF AUTHORIZED IMPROVEMENTS



**EXHIBIT O - MAP OF AUTHORIZED IMPROVEMENTS**  
 MANOR, TEXAS  
 FEBRUARY 2021

**Kimley»Horn**  
 12814 Jollyville  
 Building 4, Suite 200  
 Austin, Texas 78759  
 512-719-1771  
 State of Texas Registration No. P-928  
13726119/2220738/25512512/2125125125



**EXHIBIT Q – NOTICE OF PID ASSESSMENT TERMINATION**



P3Works, LLC  
9284 Huntington Square, Suite 100  
North Richland Hills, TX 76182

[Date]  
Travis County Clerk's Office  
Honorable [County Clerk Name]  
5501 Airport Boulevard  
Austin, Texas 78751

**Re: City of Manor Lien Release documents for filing**

Dear Ms./Mr. [County Clerk Name],

Enclosed is a lien release that the City of Manor is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents below:

City of Manor  
Attn: [City Secretary]  
105 E. Eggleston Street  
Manor, TX 78653

Please contact me if you have any questions or need additional information.

Sincerely,  
[Signature]

P3Works, LLC  
P: (817) 393-0353  
admin@p3-works.com

**AFTER RECORDING RETURN TO:**

**[City Secretary Name]**  
**105 E. Eggleston Street**  
**Manor, TX 78653**

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

**FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN**

STATE OF TEXAS	§	
	§	<b>KNOW ALL MEN BY THESE PRESENTS:</b>
COUNTY OF TRAVIS	§	

**THIS FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN** (this "Full Release") is executed and delivered as of the Effective Date by the City of Manor, Texas.

**RECITALS**

**WHEREAS**, the governing body (hereinafter referred to as the "City Council") of the City of Manor, Texas (hereinafter referred to as the "City"), is authorized by Chapter 372, Texas Local Government Code, as amended (hereinafter referred to as the "Act"), to create public improvement districts within the corporate limits and extraterritorial jurisdiction of the City; and

**WHEREAS**, on or about November 7, 2018, the City Council for the City, approved Resolution No. 2018-10, creating the Manor Heights Public Improvement District; and

**WHEREAS**, the City Council authorized additional land to be added to the boundaries of the District pursuant to Resolution No. 2020-11 adopted by the City Council on October 7, 2020; and

**WHEREAS**, the Manor Heights Public Improvement District consists of approximately 602.9 contiguous acres located within the City; and

**WHEREAS**, on or about May 5, 2021, the City Council, approved Ordinance No. 609, (hereinafter referred to as the "Assessment Ordinance") approving a service and assessment plan and assessment roll for the Property within the Manor Heights Public Improvement District; and

**WHEREAS**, on or about \_\_\_\_\_, 2023, the City Council, approved Ordinance No. \_\_\_\_\_, (hereinafter referred to as the "Improvement Area #3 Assessment Ordinance") approving the

Amended and Restated Service and Assessment plan and assessment roll for the Property within Improvement Area #3 of the Manor Heights Public Improvement District; and

**WHEREAS**, the Assessment Ordinance imposed an assessment in the amount of \$\_\_\_\_\_ (hereinafter referred to as the "Lien Amount") for the following property:

**WHEREAS**, the Improvement Area #3 Assessment Ordinance imposed an assessment in the amount of \$\_\_\_\_\_ (hereinafter referred to as the "Additional Lien Amount") for the following property:

[legal description], a subdivision in Travis County, Texas, according to the map or plat of record in Document/Instrument No. \_\_\_\_\_ of the Plat Records of Travis County, Texas (hereinafter referred to as the "Property"); and

**WHEREAS**, the property owners of the Property have paid unto the City the Lien Amount and Additional Lien Amount (if applicable).

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**RELEASE**

**NOW THEREFORE**, the City, the owner and holder of the Lien(s), Instrument No. \_\_\_\_\_, in the Real Property Records of Travis County, Texas, in the amount of the Lien Amount and Additional Lien Amount against the Property releases and discharges, and by these presents does hereby release and discharge, the above-described Property from said lien(s) held by the undersigned securing said indebtedness.

**EXECUTED** to be **EFFECTIVE** this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY OF MANOR, TEXAS,**

By: \_\_\_\_\_  
[Manager Name], City Manager

**ATTEST:**

\_\_\_\_\_  
[Secretary Name], City Secretary

**STATE OF TEXAS**                    §  
   §  
**COUNTY OF TRAVIS**           §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by [Manager Name], City Manager for the City of Manor, Texas, on behalf of said municipality.

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT R – ESTIMATED BUILDOUT VALUE FOR MAJOR IMPROVEMENT AREA,  
IMPROVEMENT AREA #1, IMPROVEMENT AREA #2, AND IMPROVEMENT AREA #3**

	Units		Estimated Buildout Value	Total Buildout Value
<b><i>Improvement Area #1</i></b>				
50'	264	lots	\$ 285,000	\$ 75,240,000
				\$ 75,240,000
<b><i>Improvement Area #2</i></b>				
50'	176	lots	\$ 285,000	\$ 50,160,000
55'	75	lots	\$ 290,000	\$ 21,750,000
	<b>251</b>			\$ 71,910,000
<b><i>Improvement Area #3 [a]</i></b>				
50'	176	lots	\$ 413,400	\$ 72,758,400
55'	49	lots	\$ 454,740	\$ 22,282,260
60'	60	lots	\$ 496,080	\$ 29,764,800
Condo	106	lots	\$ 300,000	\$ 31,800,000
	<b>391</b>			\$ 156,605,460
<b><i>Major Improvement Area - Remainder Area [b]</i></b>				
50'	313	lots	\$ 430,101	\$ 134,621,613
55'	41	lots	\$ 473,111	\$ 19,397,551
60'	102	lots	\$ 516,122	\$ 52,644,444
Condo	298	units	\$ 312,120	\$ 93,011,760
Office	68,999	SqFt	\$ 200	\$ 13,799,800
Restaurant	17,250	SqFt	\$ 200	\$ 3,450,000
Retail	150,935	SqFt	\$ 200	\$ 30,187,000
				\$ 347,112,168
			Major Improvement Area Subtotal:	\$ 503,717,628
			<b>District Total Projected Assessed Value:</b>	<b>\$ 650,867,628</b>

## Notes:

[a] Improvement Area #3 is within the Major Improvement Area.

[b] Includes all property within the Major Improvement Area excepting property within Improvement Area #3.

## EXHIBIT S – IMPROVEMENT AREA #1-2 BOND DEBT SERVICE SCHEDULE

### BOND DEBT SERVICE

City of Manor, Texas  
 Special Assessment Revenue Bonds, Series 2021  
 (Manor Heights Public Improvement District Improvement Area #1-2 Proj  
 ~REVISED FINAL NUMBERS~

Dated Date                    05/27/2021  
 Delivery Date                05/27/2021

Period Ending	Principal	Interest	Debt Service
09/30/2021		78,952.50	78,952.50
09/30/2022		263,175.00	263,175.00
09/30/2023	150,000	263,175.00	413,175.00
09/30/2024	155,000	259,425.00	414,425.00
09/30/2025	160,000	255,550.00	415,550.00
09/30/2026	165,000	251,550.00	416,550.00
09/30/2027	170,000	247,425.00	417,425.00
09/30/2028	175,000	242,112.50	417,112.50
09/30/2029	180,000	236,643.76	416,643.76
09/30/2030	185,000	231,018.76	416,018.76
09/30/2031	190,000	225,237.50	415,237.50
09/30/2032	200,000	219,300.00	419,300.00
09/30/2033	205,000	212,300.00	417,300.00
09/30/2034	210,000	205,125.00	415,125.00
09/30/2035	220,000	197,775.00	417,775.00
09/30/2036	230,000	190,075.00	420,075.00
09/30/2037	235,000	182,025.00	417,025.00
09/30/2038	245,000	173,800.00	418,800.00
09/30/2039	255,000	165,225.00	420,225.00
09/30/2040	265,000	156,300.00	421,300.00
09/30/2041	275,000	147,025.00	422,025.00
09/30/2042	285,000	137,400.00	422,400.00
09/30/2043	295,000	126,000.00	421,000.00
09/30/2044	305,000	114,200.00	419,200.00
09/30/2045	320,000	102,000.00	422,000.00
09/30/2046	335,000	89,200.00	424,200.00
09/30/2047	350,000	75,800.00	425,800.00
09/30/2048	360,000	61,800.00	421,800.00
09/30/2049	380,000	47,400.00	427,400.00
09/30/2050	395,000	32,200.00	427,200.00
09/30/2051	410,000	16,400.00	426,400.00
	7,305,000	5,205,615.02	12,510,615.02

**EXHIBIT T - IMPROVEMENT AREA #3 BOND DEBT SERVICE SCHEDULE**

## EXHIBIT U – MAJOR IMPROVEMENT AREA BOND DEBT SERVICE SCHEDULE

### BOND DEBT SERVICE

City of Manor, Texas  
 Special Assessment Revenue Bonds, Series 2021  
 (Manor Heights Public Improvement District Major Improvement Area Project)  
 ~FINAL NUMBERS~

Dated Date                    05/27/2021  
 Delivery Date                05/27/2021

Period Ending	Principal	Interest	Debt Service
09/30/2021		99,995.63	99,995.63
09/30/2022		333,318.76	333,318.76
09/30/2023	150,000	333,318.76	483,318.76
09/30/2024	155,000	328,631.26	483,631.26
09/30/2025	160,000	323,787.50	483,787.50
09/30/2026	170,000	318,787.50	488,787.50
09/30/2027	175,000	313,475.00	488,475.00
09/30/2028	180,000	306,912.50	486,912.50
09/30/2029	185,000	300,162.50	485,162.50
09/30/2030	195,000	293,225.00	488,225.00
09/30/2031	200,000	285,912.50	485,912.50
09/30/2032	210,000	278,412.50	488,412.50
09/30/2033	220,000	269,750.00	489,750.00
09/30/2034	230,000	260,675.00	490,675.00
09/30/2035	240,000	251,187.50	491,187.50
09/30/2036	250,000	241,287.50	491,287.50
09/30/2037	260,000	230,975.00	490,975.00
09/30/2038	270,000	220,250.00	490,250.00
09/30/2039	280,000	209,112.50	489,112.50
09/30/2040	295,000	197,562.50	492,562.50
09/30/2041	305,000	185,393.76	490,393.76
09/30/2042	320,000	172,812.50	492,812.50
09/30/2043	335,000	158,812.50	493,812.50
09/30/2044	350,000	144,156.26	494,156.26
09/30/2045	365,000	128,843.76	493,843.76
09/30/2046	380,000	112,875.00	492,875.00
09/30/2047	400,000	96,250.00	496,250.00
09/30/2048	420,000	78,750.00	498,750.00
09/30/2049	440,000	60,375.00	500,375.00
09/30/2050	460,000	41,125.00	501,125.00
09/30/2051	480,000	21,000.00	501,000.00
	8,080,000	6,597,133.19	14,677,133.19

**EXHIBIT V-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: \$13,857.80**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Manor Heights Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

\_\_\_\_\_  
<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 1**

<b>Installment Due 1/31</b>	<b>Principal</b>	<b>Interest [a]</b>	<b>Annual Collection Costs</b>	<b>Additional Interest [b]</b>	<b>Capitalized Interest</b>	<b>Total Annual Installment</b>
2024	300.20	502.45	56.11	69.29	-	928.06
2025	309.89	494.95	57.23	67.79	-	929.86
2026	319.57	487.20	58.38	66.24	-	931.39
2027	329.26	479.21	59.55	64.64	-	932.66
2028	338.94	468.92	60.74	62.99	-	931.59
2029	348.62	458.33	61.95	61.30	-	930.21
2030	358.31	447.44	63.19	59.56	-	928.49
2031	367.99	436.24	64.45	57.77	-	926.45
2032	387.36	424.74	65.74	55.93	-	933.77
2033	397.04	411.18	67.06	53.99	-	929.27
2034	406.73	397.29	68.40	52.00	-	924.42
2035	426.10	383.05	69.77	49.97	-	928.88
2036	445.46	368.14	71.16	47.84	-	932.60
2037	455.15	352.55	72.59	45.61	-	925.89
2038	474.52	336.62	74.04	43.34	-	928.51
2039	493.88	320.01	75.52	40.96	-	930.37
2040	513.25	302.72	77.03	38.49	-	931.50
2041	532.62	284.76	78.57	35.93	-	931.88
2042	551.99	266.12	80.14	33.26	-	931.51
2043	571.36	244.04	81.74	30.50	-	927.64
2044	590.72	221.18	83.38	27.65	-	922.93
2045	619.78	197.55	85.05	24.69	-	927.07
2046	648.83	172.76	86.75	21.60	-	929.93
2047	677.88	146.81	88.48	18.35	-	931.52
2048	697.25	119.69	90.25	14.96	-	922.16
2049	735.98	91.80	92.06	11.48	-	931.32
2050	765.04	62.36	93.90	7.80	-	929.09
2051	794.09	31.76	95.78	3.97	-	925.60
<b>Total</b>	<b>\$ 13,857.80</b>	<b>\$ 8,909.88</b>	<b>\$ 2,079.01</b>	<b>\$ 1,167.89</b>	<b>\$ -</b>	<b>\$ 26,014.58</b>

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

## EXHIBIT V-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: \$13,857.80**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Manor Heights Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

<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 \_\_\_\_\_

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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

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest [b]	Capitalized Interest	Total Annual Installment
2024	300.20	502.45	56.11	69.29	-	928.06
2025	309.89	494.95	57.23	67.79	-	929.86
2026	319.57	487.20	58.38	66.24	-	931.39
2027	329.26	479.21	59.55	64.64	-	932.66
2028	338.94	468.92	60.74	62.99	-	931.59
2029	348.62	458.33	61.95	61.30	-	930.21
2030	358.31	447.44	63.19	59.56	-	928.49
2031	367.99	436.24	64.45	57.77	-	926.45
2032	387.36	424.74	65.74	55.93	-	933.77
2033	397.04	411.18	67.06	53.99	-	929.27
2034	406.73	397.29	68.40	52.00	-	924.42
2035	426.10	383.05	69.77	49.97	-	928.88
2036	445.46	368.14	71.16	47.84	-	932.60
2037	455.15	352.55	72.59	45.61	-	925.89
2038	474.52	336.62	74.04	43.34	-	928.51
2039	493.88	320.01	75.52	40.96	-	930.37
2040	513.25	302.72	77.03	38.49	-	931.50
2041	532.62	284.76	78.57	35.93	-	931.88
2042	551.99	266.12	80.14	33.26	-	931.51
2043	571.36	244.04	81.74	30.50	-	927.64
2044	590.72	221.18	83.38	27.65	-	922.93
2045	619.78	197.55	85.05	24.69	-	927.07
2046	648.83	172.76	86.75	21.60	-	929.93
2047	677.88	146.81	88.48	18.35	-	931.52
2048	697.25	119.69	90.25	14.96	-	922.16
2049	735.98	91.80	92.06	11.48	-	931.32
2050	765.04	62.36	93.90	7.80	-	929.09
2051	794.09	31.76	95.78	3.97	-	925.60
<b>Total</b>	<b>\$ 13,857.80</b>	<b>\$ 8,909.88</b>	<b>\$ 2,079.01</b>	<b>\$ 1,167.89</b>	<b>\$ -</b>	<b>\$ 26,014.58</b>

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

**EXHIBIT V-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: \$14,100.92**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Manor Heights Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

\_\_\_\_\_  
<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

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest [b]	Capitalized Interest	Total Annual Installment
2024	305.47	511.27	57.10	70.50	-	944.34
2025	315.32	503.63	58.24	68.98	-	946.17
2026	325.18	495.75	59.40	67.40	-	947.73
2027	335.03	487.62	60.59	65.77	-	949.02
2028	344.89	477.15	61.80	64.10	-	947.94
2029	354.74	466.37	63.04	62.38	-	946.53
2030	364.59	455.29	64.30	60.60	-	944.78
2031	374.45	443.89	65.59	58.78	-	942.71
2032	394.16	432.19	66.90	56.91	-	950.15
2033	404.01	418.40	68.24	54.94	-	945.58
2034	413.86	404.26	69.60	52.92	-	940.63
2035	433.57	389.77	70.99	50.85	-	945.18
2036	453.28	374.60	72.41	48.68	-	948.96
2037	463.13	358.73	73.86	46.41	-	942.14
2038	482.84	342.52	75.34	44.10	-	944.80
2039	502.55	325.62	76.84	41.68	-	946.70
2040	522.26	308.03	78.38	39.17	-	947.84
2041	541.96	289.75	79.95	36.56	-	948.22
2042	561.67	270.78	81.55	33.85	-	947.85
2043	581.38	248.32	83.18	31.04	-	943.92
2044	601.09	225.06	84.84	28.13	-	939.13
2045	630.65	201.02	86.54	25.13	-	943.33
2046	660.21	175.79	88.27	21.97	-	946.25
2047	689.77	149.38	90.04	18.67	-	947.87
2048	709.48	121.79	91.84	15.22	-	938.33
2049	748.90	93.41	93.67	11.68	-	947.66
2050	778.46	63.46	95.55	7.93	-	945.39
2051	808.02	32.32	97.46	4.04	-	941.84
<b>Total</b>	<b>\$ 14,100.92</b>	<b>\$ 9,066.20</b>	<b>\$ 2,115.49</b>	<b>\$ 1,188.38</b>	<b>\$ -</b>	<b>\$ 26,470.98</b>

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

## EXHIBIT V-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: \$17,740.29**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Manor Heights Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

\_\_\_\_\_  
<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

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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 4

Installment Due 1/31	Major Improvement Area Bonds				Improvement Area #3 Bonds				Total Annual Installment
	Principal	Interest [a]	Additional Interest [c]	Annual Collection Costs	Principal	Interest [b]	Additional Interest [c]	Annual Collection Costs	
2024	\$ 127.21	\$ 269.71	\$ 32.54	\$ 23.60	\$ 158.39	\$ 617.77	\$ 56.16	\$ 80.78	\$ 1,366.15
2025	131.31	265.73	31.90	24.08	158.39	609.06	55.37	82.39	1,358.23
2026	139.52	261.63	31.25	24.56	171.58	600.35	54.58	84.04	1,367.50
2027	143.62	257.27	30.55	25.05	184.78	590.91	53.72	85.72	1,371.62
2028	147.73	251.88	29.83	25.55	197.98	580.75	52.80	87.44	1,373.95
2029	151.83	246.34	29.09	26.06	197.98	569.86	51.81	89.18	1,362.15
2030	160.04	240.65	28.33	26.58	211.18	558.97	50.82	90.97	1,367.53
2031	164.14	234.65	27.53	27.11	224.38	547.35	49.76	92.79	1,367.71
2032	172.35	228.49	26.71	27.66	237.58	535.01	48.64	94.64	1,371.08
2033	180.55	221.38	25.85	28.21	250.78	521.95	47.45	96.54	1,372.70
2034	188.76	213.94	24.95	28.77	263.98	508.15	46.20	98.47	1,373.21
2035	196.97	206.15	24.01	29.35	277.17	493.63	44.88	100.44	1,372.59
2036	205.17	198.02	23.02	29.94	290.37	478.39	43.49	102.44	1,370.85
2037	213.38	189.56	21.99	30.53	316.77	462.42	42.04	104.49	1,381.19
2038	221.59	180.76	20.93	31.14	329.97	445.00	40.45	106.58	1,376.42
2039	229.80	171.62	19.82	31.77	343.17	426.85	38.80	108.71	1,370.54
2040	242.11	162.14	18.67	32.40	369.57	407.97	37.09	110.89	1,380.84
2041	250.31	152.15	17.46	33.05	382.76	387.65	35.24	113.11	1,371.74
2042	262.62	141.83	16.21	33.71	409.16	366.60	33.33	115.37	1,378.82
2043	274.93	130.34	14.90	34.39	435.56	344.09	31.28	117.68	1,383.16
2044	287.24	118.31	13.52	35.07	448.76	320.14	29.10	120.03	1,372.18
2045	299.55	105.74	12.08	35.78	475.16	295.45	26.86	122.43	1,373.06
2046	311.87	92.64	10.59	36.49	501.55	269.32	24.48	124.88	1,371.82
2047	328.28	78.99	9.03	37.22	527.95	241.74	21.98	127.38	1,372.56
2048	344.69	64.63	7.39	37.97	554.35	212.70	19.34	129.92	1,370.98
2049	361.11	49.55	5.66	38.72	593.94	182.21	16.56	132.52	1,380.28
2050	377.52	33.75	3.86	39.50	620.34	149.54	13.59	135.17	1,373.28
2051	393.93	17.23	1.97	40.29	659.94	115.42	10.49	137.88	1,377.16
2052	-	-	-	-	699.53	79.13	7.19	140.63	926.49
2053	-	-	-	-	739.13	40.65	3.70	143.45	926.93
<b>Total</b>	<b>\$ 6,508.13</b>	<b>\$ 4,785.08</b>	<b>\$ 559.65</b>	<b>\$ 874.55</b>	<b>\$ 11,232.16</b>	<b>\$ 11,959.01</b>	<b>\$ 1,087.18</b>	<b>\$ 3,276.95</b>	<b>\$ 40,282.71</b>

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Interest is calculated at a 5.50% rate for illustrative purposes.

[c] Additional Interest is calculated at the additional interest rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

## EXHIBIT V-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: \$19,514.32**

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 *Manor Heights Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

\_\_\_\_\_  
<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

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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

Installment Due 1/31	Major Improvement Area Bonds				Improvement Area #3 Bonds				Total Annual Installment
	Principal	Interest [a]	Additional Interest [c]	Annual Collection Costs	Principal	Interest [b]	Additional Interest [c]	Annual Collection Costs	
2024	\$ 139.93	\$ 296.68	\$ 35.79	\$ 25.96	\$ 174.22	\$ 679.55	\$ 61.78	\$ 88.85	\$ 1,502.77
2025	144.44	292.30	35.10	26.48	174.22	669.96	60.91	90.63	1,494.05
2026	153.47	287.79	34.37	27.01	188.74	660.38	60.03	92.44	1,504.25
2027	157.98	283.00	33.61	27.55	203.26	650.00	59.09	94.29	1,508.78
2028	162.50	277.07	32.82	28.10	217.78	638.82	58.07	96.18	1,511.34
2029	167.01	270.98	32.00	28.67	217.78	626.84	56.99	98.10	1,498.37
2030	176.04	264.71	31.17	29.24	232.30	614.86	55.90	100.06	1,504.29
2031	180.55	258.11	30.29	29.82	246.82	602.09	54.74	102.07	1,504.48
2032	189.58	251.34	29.39	30.42	261.34	588.51	53.50	104.11	1,508.19
2033	198.61	243.52	28.44	31.03	275.85	574.14	52.19	106.19	1,509.98
2034	207.64	235.33	27.44	31.65	290.37	558.97	50.82	108.31	1,510.53
2035	216.66	226.76	26.41	32.28	304.89	543.00	49.36	110.48	1,509.85
2036	225.69	217.83	25.32	32.93	319.41	526.23	47.84	112.69	1,507.94
2037	234.72	208.52	24.19	33.59	348.45	508.66	46.24	114.94	1,519.31
2038	243.75	198.83	23.02	34.26	362.97	489.50	44.50	117.24	1,514.06
2039	252.77	188.78	21.80	34.94	377.48	469.53	42.68	119.59	1,507.59
2040	266.32	178.35	20.54	35.64	406.52	448.77	40.80	121.98	1,518.92
2041	275.34	167.37	19.21	36.36	421.04	426.41	38.76	124.42	1,508.91
2042	288.89	156.01	17.83	37.08	450.08	403.26	36.66	126.91	1,516.71
2043	302.43	143.37	16.39	37.82	479.12	378.50	34.41	129.44	1,521.48
2044	315.97	130.14	14.87	38.58	493.63	352.15	32.01	132.03	1,509.39
2045	329.51	116.32	13.29	39.35	522.67	325.00	29.55	134.67	1,510.36
2046	343.05	101.90	11.65	40.14	551.71	296.25	26.93	137.37	1,509.00
2047	361.11	86.89	9.93	40.94	580.75	265.91	24.17	140.11	1,509.81
2048	379.16	71.09	8.12	41.76	609.78	233.97	21.27	142.92	1,508.08
2049	397.22	54.50	6.23	42.60	653.34	200.43	18.22	145.77	1,518.31
2050	415.27	37.13	4.24	43.45	682.38	164.50	14.95	148.69	1,510.61
2051	433.33	18.96	2.17	44.32	725.93	126.97	11.54	151.66	1,514.88
2052	-	-	-	-	769.49	87.04	7.91	154.70	1,019.14
2053	-	-	-	-	813.04	44.72	4.07	157.79	1,019.62
<b>Total</b>	<b>\$ 7,158.95</b>	<b>\$ 5,263.59</b>	<b>\$ 615.62</b>	<b>\$ 962.00</b>	<b>\$ 12,355.37</b>	<b>\$ 13,154.91</b>	<b>\$ 1,195.90</b>	<b>\$ 3,604.64</b>	<b>\$ 44,310.99</b>

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Interest is calculated at a 5.50% rate for illustrative purposes.

[c] Additional Interest is calculated at the additional interest rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

**EXHIBIT V-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:

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
MANOR, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

\_\_\_\_\_  
STREET ADDRESS

**LOT TYPE 6 PRINCIPAL ASSESSMENT: \$21,288.35**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Manor Heights Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

\_\_\_\_\_  
<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

Installment Due 1/31	Major Improvement Area Bonds				Improvement Area #3 Bonds				Total Annual Installment
	Principal	Interest [a]	Additional Interest [c]	Annual Collection Costs	Principal	Interest [b]	Additional Interest [c]	Annual Collection Costs	
2024	\$ 152.65	\$ 323.65	\$ 39.05	\$ 28.32	\$ 190.06	\$ 741.32	\$ 67.39	\$ 96.93	\$ 1,639.38
2025	157.57	318.88	38.29	28.89	190.06	730.87	66.44	98.87	1,629.87
2026	167.42	313.95	37.50	29.47	205.90	720.42	65.49	100.85	1,641.00
2027	172.35	308.72	36.66	30.06	221.74	709.09	64.46	102.86	1,645.95
2028	177.27	302.26	35.80	30.66	237.58	696.90	63.35	104.92	1,648.74
2029	182.19	295.61	34.91	31.27	237.58	683.83	62.17	107.02	1,634.58
2030	192.04	288.78	34.00	31.90	253.42	670.76	60.98	109.16	1,641.04
2031	196.97	281.58	33.04	32.54	269.25	656.82	59.71	111.34	1,641.26
2032	206.82	274.19	32.06	33.19	285.09	642.01	58.36	113.57	1,645.29
2033	216.66	265.66	31.02	33.85	300.93	626.33	56.94	115.84	1,647.25
2034	226.51	256.72	29.94	34.53	316.77	609.78	55.43	118.16	1,647.85
2035	236.36	247.38	28.81	35.22	332.61	592.36	53.85	120.52	1,647.11
2036	246.21	237.63	27.62	35.92	348.45	574.07	52.19	122.93	1,645.02
2037	256.06	227.47	26.39	36.64	380.12	554.90	50.45	125.39	1,657.43
2038	265.91	216.91	25.11	37.37	395.96	534.00	48.55	127.90	1,651.71
2039	275.75	205.94	23.78	38.12	411.80	512.22	46.57	130.46	1,644.64
2040	290.53	194.57	22.41	38.88	443.48	489.57	44.51	133.07	1,657.00
2041	300.38	182.58	20.95	39.66	459.32	465.18	42.29	135.73	1,646.08
2042	315.15	170.19	19.45	40.45	490.99	439.92	39.99	138.44	1,654.59
2043	329.92	156.40	17.87	41.26	522.67	412.91	37.54	141.21	1,659.79
2044	344.69	141.97	16.23	42.09	538.51	384.16	34.92	144.04	1,646.61
2045	359.47	126.89	14.50	42.93	570.19	354.55	32.23	146.92	1,647.67
2046	374.24	111.16	12.70	43.79	601.86	323.19	29.38	149.85	1,646.18
2047	393.93	94.79	10.83	44.66	633.54	290.08	26.37	152.85	1,647.07
2048	413.63	77.56	8.86	45.56	665.22	255.24	23.20	155.91	1,645.18
2049	433.33	59.46	6.80	46.47	712.73	218.65	19.88	159.03	1,656.34
2050	453.03	40.50	4.63	47.40	744.41	179.45	16.31	162.21	1,647.94
2051	472.72	20.68	2.36	48.35	791.93	138.51	12.59	165.45	1,652.59
2052	-	-	-	-	839.44	94.95	8.63	168.76	1,111.79
2053	-	-	-	-	886.96	48.78	4.43	172.14	1,112.31
<b>Total</b>	<b>\$ 7,809.76</b>	<b>\$ 5,742.09</b>	<b>\$ 671.59</b>	<b>\$ 1,049.46</b>	<b>\$ 13,478.59</b>	<b>\$ 14,350.82</b>	<b>\$ 1,304.62</b>	<b>\$ 3,932.34</b>	<b>\$ 48,339.26</b>

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Interest is calculated at a 5.50% rate for illustrative purposes.

[c] Additional Interest is calculated at the additional interest rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

## EXHIBIT V-7 – LOT TYPE 7 BUYER DISCLOSURE

### NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
MANOR, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

\_\_\_\_\_  
STREET ADDRESS

**LOT TYPE 7 PRINCIPAL ASSESSMENT: \$12,873.94**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Manor Heights Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

\_\_\_\_\_  
<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 7

Installment Due 1/31	Major Improvement Area Bonds				Improvement Area #3 Bonds				Total Annual Installment
	Principal	Interest [a]	Additional Interest [c]	Annual Collection Costs	Principal	Interest [b]	Additional Interest [c]	Annual Collection Costs	
2024	\$ 92.31	\$ 195.72	\$ 23.61	\$ 17.13	\$ 114.94	\$ 448.31	\$ 40.76	\$ 58.62	\$ 991.40
2025	95.29	192.84	23.15	17.47	114.94	441.99	40.18	59.79	985.65
2026	101.25	189.86	22.68	17.82	124.52	435.66	39.61	60.99	992.38
2027	104.23	186.70	22.17	18.18	134.09	428.82	38.98	62.21	995.37
2028	107.20	182.79	21.65	18.54	143.67	421.44	38.31	63.45	997.06
2029	110.18	178.77	21.11	18.91	143.67	413.54	37.59	64.72	988.50
2030	116.14	174.64	20.56	19.29	153.25	405.64	36.88	66.01	992.40
2031	119.11	170.28	19.98	19.68	162.83	397.21	36.11	67.33	992.54
2032	125.07	165.81	19.39	20.07	172.41	388.25	35.30	68.68	994.98
2033	131.03	160.66	18.76	20.47	181.99	378.77	34.43	70.05	996.16
2034	136.98	155.25	18.11	20.88	191.56	368.76	33.52	71.46	996.52
2035	142.94	149.60	17.42	21.30	201.14	358.23	32.57	72.88	996.07
2036	148.89	143.70	16.71	21.72	210.72	347.16	31.56	74.34	994.81
2037	154.85	137.56	15.96	22.16	229.88	335.57	30.51	75.83	1,002.32
2038	160.80	131.17	15.19	22.60	239.46	322.93	29.36	77.35	998.86
2039	166.76	124.54	14.38	23.05	249.03	309.76	28.16	78.89	994.58
2040	175.69	117.66	13.55	23.51	268.19	296.06	26.91	80.47	1,002.06
2041	181.65	110.42	12.67	23.98	277.77	281.31	25.57	82.08	995.45
2042	190.58	102.92	11.76	24.46	296.92	266.03	24.18	83.72	1,000.60
2043	199.52	94.58	10.81	24.95	316.08	249.70	22.70	85.40	1,003.75
2044	208.45	85.86	9.81	25.45	325.66	232.32	21.12	87.10	995.77
2045	217.38	76.74	8.77	25.96	344.82	214.41	19.49	88.85	996.41
2046	226.32	67.23	7.68	26.48	363.97	195.44	17.77	90.62	995.51
2047	238.23	57.32	6.55	27.01	383.13	175.42	15.95	92.44	996.05
2048	250.14	46.90	5.36	27.55	402.28	154.35	14.03	94.28	994.91
2049	262.05	35.96	4.11	28.10	431.02	132.23	12.02	96.17	1,001.66
2050	273.96	24.49	2.80	28.66	450.18	108.52	9.87	98.09	996.58
2051	285.87	12.51	1.43	29.24	478.91	83.76	7.61	100.06	999.39
2052	-	-	-	-	507.65	57.42	5.22	102.06	672.34
2053	-	-	-	-	536.38	29.50	2.68	104.10	672.66
<b>Total</b>	<b>\$ 4,722.88</b>	<b>\$ 3,472.48</b>	<b>\$ 406.14</b>	<b>\$ 634.65</b>	<b>\$ 8,151.06</b>	<b>\$ 8,678.53</b>	<b>\$ 788.96</b>	<b>\$ 2,378.05</b>	<b>\$ 29,232.74</b>

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Interest is calculated at a 5.50% rate for illustrative purposes.

[c] Additional Interest is calculated at the additional interest rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

**EXHIBIT W – IMPROVEMENT AREA #3 ENGINEERING REPORT**



**ENGINEERING REPORT**

**Manor Heights  
Public Improvement District**

**Manor, Texas**

January 30, 2023

**Prepared for:  
City of Manor**



01/30/2023

*Alejandro E. Granados Rico*

**Prepared by:  
Kimley»»Horn**

501 South Austin Avenue  
Suite 1310  
Georgetown, TX 78628

Job No. 069255700  
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TBPE Firm #928

**TABLE OF CONTENTS**

- I. INTRODUCTION**
- II. DEVELOPMENT COSTS**
- III. DEVELOPMENT IMPROVEMENTS**
- IV. DEVELOPMENT SCHEDULE**
  - a. DESIGN STAGE**
  - b. CONSTRUCTION STAGE**

**APPENDICES**

- Exhibit A – Manor Heights Location Map**
- Exhibit B – Manor Heights PID Improvement Area #3 Map**
- Exhibit C - Engineers' OPC**

## I. INTRODUCTION

Manor Heights will be developed on approximately ±477.8 acres of undeveloped land in the City of Manor. The subject property is located along Old Kimbro Road and North of Highway 290, in Manor, Travis County, Texas. The project will encompass the construction of 1,256 single-family lots, . A site location map is included in the appendix as *Exhibit A*. A map of the overall Improvements Area #3 boundary is included in the appendix as *Exhibit B-1*.

This report includes supporting documentation for the issuance of bonds by the City for improvements installed in Improvement Area #3. The bonds are anticipated to be used to finance public infrastructure projects vital for the development within the PID.

## II. DEVELOPMENT COSTS

An Engineers' Opinion of Probable Cost (OPC) has been prepared for all public infrastructure within Improvement Area #3. The Engineers' OPC has been provided as *Exhibit C*.

## III. DEVELOPMENT IMPROVEMENTS

Overall development improvements have been defined as Improvement Area #3 as shown in *Exhibit B-2*. No assessments have been levied nor bonds issued for the improvements shown. Improvements for Improvement Area #3 include water, wastewater, drainage, and roadway, as shown on *Exhibit B-2*.

Water improvements include trench excavation and embedment, PVC piping, manholes, service connections, testing, related earthwork, excavation, and all other necessary appurtenances required to provide water service to each lot.

Wastewater improvements include trench excavation and embedment, PVC piping, manholes, service connections, testing, related earthwork, excavation, and all other necessary appurtenances required to provide wastewater service to each lot.

Drainage improvements include trench excavation and embedment, reinforced concrete pipe, manholes, storm sewer outfalls and headwalls, storm drain inlets, testing, related earthwork, excavation and all other necessary appurtenances required to ensure proper drainage.

Roadway improvements include subgrade stabilization, concrete and reinforcing steel for roadways, testing and handicap ramps. All related earthwork, excavation, retaining walls, intersections, signage and re-vegetation of all disturbed areas within the right-of-way are included to provide roads to each lot.

Included soft costs of the above hard costs are estimated to be 15%, inclusive of a 4% construction management fee.

#### IV. DEVELOPMENT SCHEDULE

**a. Design Stage**



The preliminary plan for Improvement Area #3 is approved by the City of Manor. The construction drawings for Carillon Townhomes, Phase 3-1 and Phase 3-2 of Improvement Area #3 are approved by the City of Manor. Phase 3-1 included the offsite wastewater connection to the Cottonwood Phase 2 Wastewater Line Project completed by the City of Manor. The overall boundary of Improvement Area #3 is shown in *Exhibit B-1*.

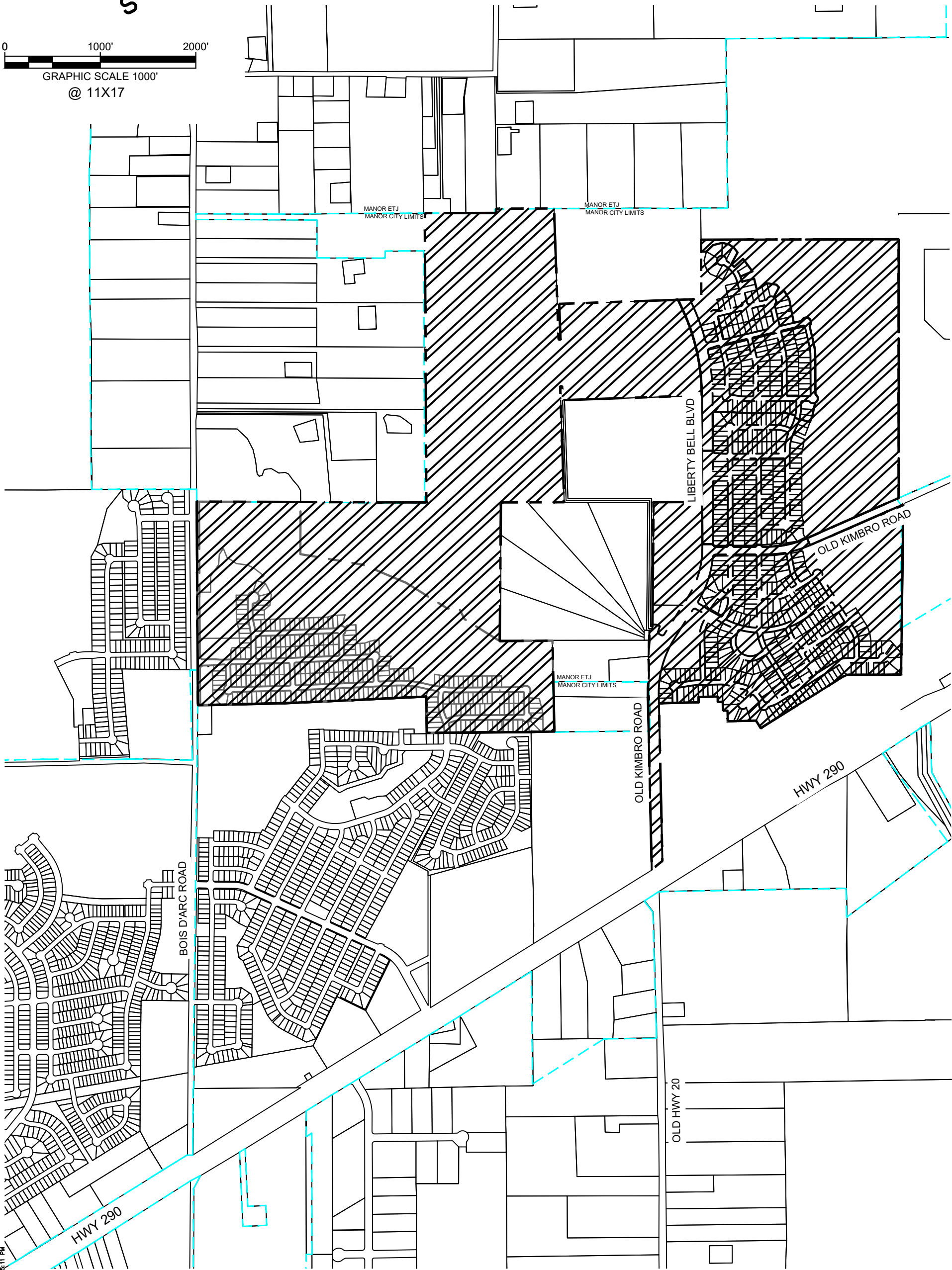
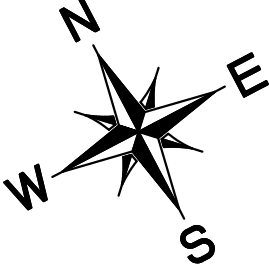
**b. Construction Stage**

The onsite construction improvements for Improvement Area #3 started in the third quarter of 2021 and anticipates final acceptance in the first quarter of 2023.

**Exhibit A**  
**Manor Heights Location Map**

LEGEND

	PROPERTY BOUNDARY
	MANOR CITY LIMITS/ETJ



STARKEY, SARAH (CURTIS) 1/12/2023 8:08 AM  
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# EXHIBIT A - MANOR HEIGHTS LOCATION MAP

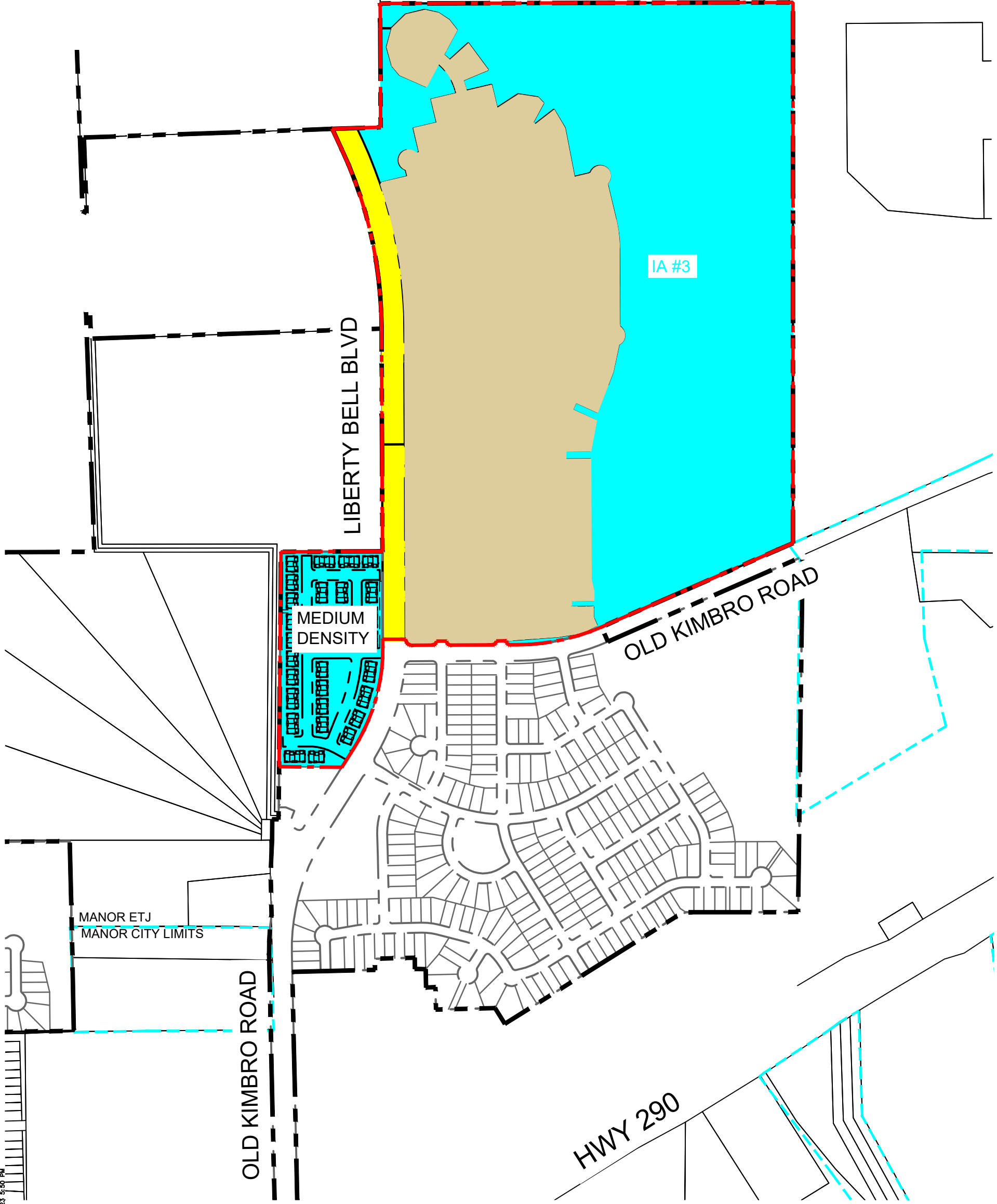
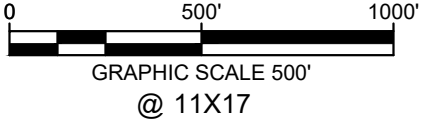
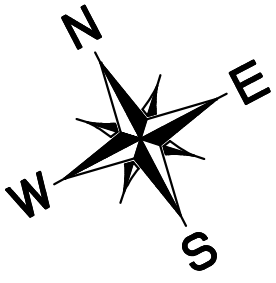
MANOR, TEXAS  
JANUARY 2023

## **Exhibit B-1**

# **Manor Heights PID Improvement Area #3 Boundary Map**

LEGEND

	PROPERTY BOUNDARY		IMPROVEMENT AREA #3
	IMPROVEMENT AREA #3 BOUNDARY		MAD4 ROADWAY
			ROADWAY



PLOTTED BY: STARKEY, SARAH (CURTIS) 1/25/2023 12:39 PM  
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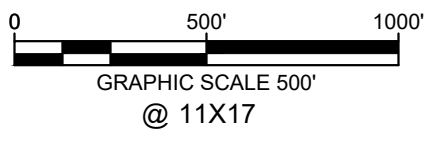
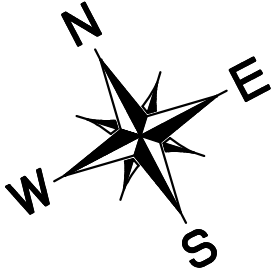
# EXHIBIT B-1 - MANOR HEIGHTS PID IMPROVEMENT AREA #3 BOUNDARY MAP

MANOR, TEXAS  
 JANUARY 2023



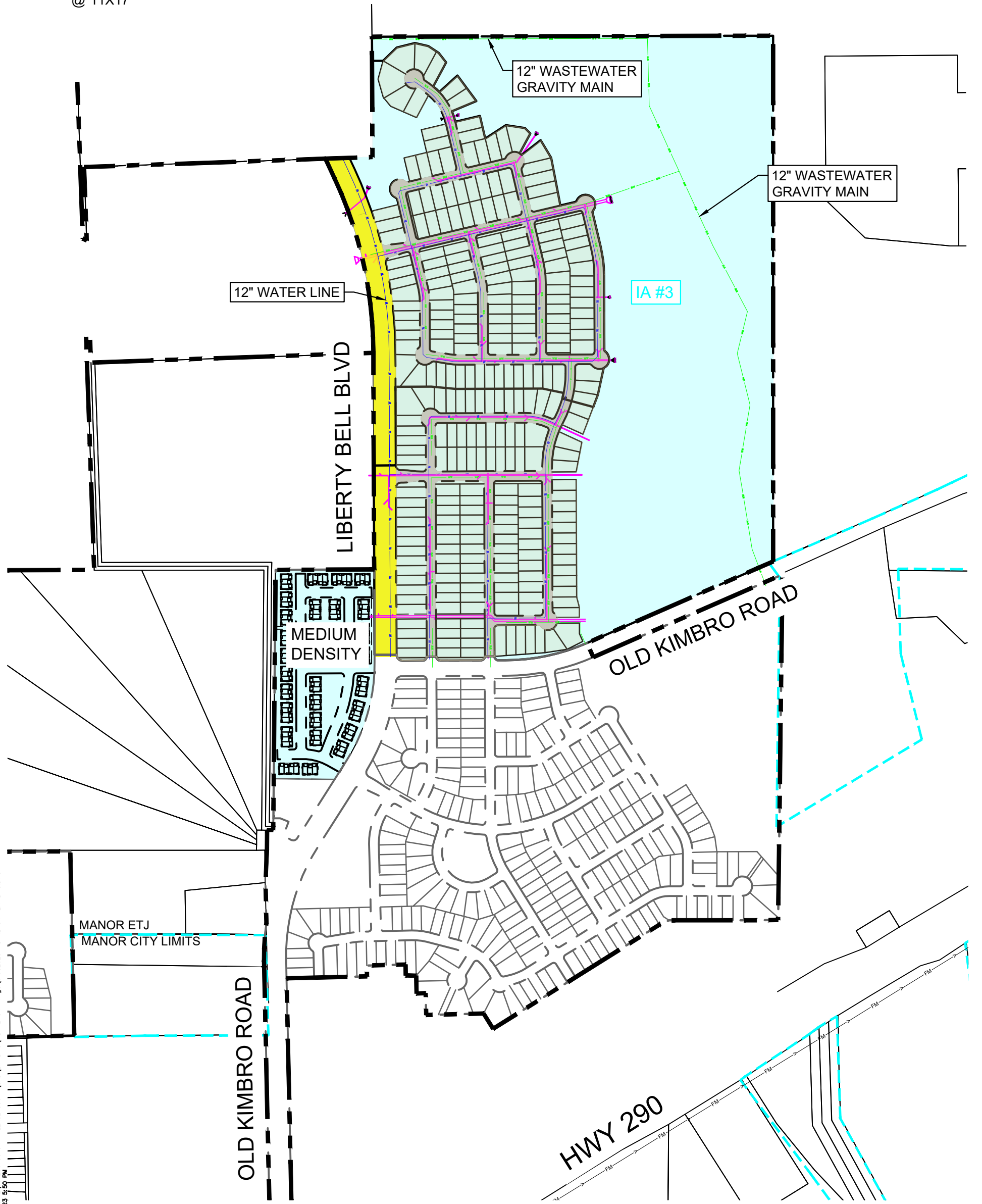
## **Exhibit B-2**

# **Manor Heights PID Improvement Area #3 Improvements Map**



LEGEND

	PROPERTY BOUNDARY		WASTEWATER LINE (8" UNLESS NOTED)
	IMPROVEMENT AREA #3		WATER LINE (8" UNLESS NOTED)
	MAD4 ROADWAY		STORM SEWER
	ROADWAY		



PLOTTED BY: STARKEY, SARAH (CURTIS) 1/25/2023 12:38 PM  
 DWG NAME: K:\AUS\_CIVIL\09265700\_SKY\_VILLAGE\_SOUTH\CAD\EXHIBITS\PID\_REPORT\_IA\_#3\01052023\_PID\_REPORT\_EXHIBITS.DWG  
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# EXHIBIT B-2 - MANOR HEIGHTS PID IMPROVEMENT AREA #3 IMPROVEMENTS MAP

MANOR, TEXAS  
 JANUARY 2023

**Exhibit C**  
**Engineers' OPC**

**OPINION OF PROBABLE CONSTRUCTION COST - MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT**  
**KIMLEY-HORN AND ASSOCIATES**  
 25-Jan-23

	TOTAL ACREAGE	ESTIMATED LOTS	ROADWAY	DRAINAGE	WASTEWATER	WATER	SUBTOTAL	SOFT COSTS (15%, W/ 4% CONSTRUCTION MANAGEMENT)	TOTAL
<b>INTERNAL IMPROVEMENTS (PID ELIGIBLE)</b>	147.19	391	\$3,012,678	\$3,229,931	\$1,777,998	\$1,199,062	\$9,219,668	\$1,382,950	\$10,602,619
<b>TOTAL PID ELIGIBLE IMPROVEMENTS (IA #3)</b>	147.19	391	\$3,012,678	\$3,229,931	\$1,777,998	\$1,199,062	\$9,219,668	\$1,382,950	\$10,602,619

1. Review all notes and assumptions. Costs were determined by actual construction costs provided by Kimley-Horn and Associates.

2. Legal, marketing, financing, closing costs, cost of sales, HOA funding, overhead, maintenance, insurance, etc. are not included.

3. Soft Cost Included in this OPC:

    Estimated to be 15% of hard costs, including a 4% construction management fee.

4. Questions regarding this OPC should be directed to Kimley-Horn and Associates, Alex Granados, (512) 782-0602.

**OPINION OF PROBABLE CONSTRUCTION COSTS  
IMPROVEMENT AREA #3**

Date Prepared: 01/25/2023  
Date Exhibit: 01/25/2023  
Project: Manor Heights PID Improvement Area #3  
KHA Job Number: N/A  
Prepared By: Sarah Starkey  
Reviewed By: Alex Granados

Total Acreage: 159.04  
Lots: 391  
LF Internal Residential: 12,030  
LF PID Eligible Collector Roadway: 2,599

**INTERNAL PUBLIC IMPROVEMENTS (PID ELIGIBLE)**

**A. WATER**

	DESCRIPTION		UNIT	COST / UNIT	TOTAL COST
1	8" GATE VALVE, COMPLETE IN PLACE	31	EA	\$ 1,850.00	\$ 57,350.00
2	8" PVC WATERLINE (C-900); INCLUDING ALL APPURTANANENCES NOT ITEMIZED IN THE BID INCLUDING BUT NOT LIMITED TO FITTINGS AND TESTING, COMPLETE IN PLACE	11,860	LF	\$ 34.00	\$ 427,376.80
3	SINGLE SERVICE CONNECTION W/ METER BOX, , COMPLETE IN PLACE	41	EA	\$ 1,650.00	\$ 67,650.00
4	DOUBLE SERVICE CONNECTION W/ METER BOX, COMPLETE IN PLACE	122	EA	\$ 2,150.00	\$ 262,300.00
5	2" IRRIGATION SERVICE CONNECTION W/ METER BOX, COMPLETE IN PLACE	6	EA	\$ 4,350.00	\$ 26,100.00
6	1" IRRIGATION SERVICE CONNECTION	2	EA	\$ 4,800.00	
7	FIRE HYDRANT ASSEMBLY INCLUDING 6" LEAD AND VALVE, COMPLETE IN PLACE	31	EA	\$ 4,800.00	\$ 148,800.00
8	8" PLUG AND BLOWOFF VALVE, COMPLETE IN PLACE	2	EA	\$ 3,650.00	\$ 7,300.00
9	REMOVE EXISTING 8" PLUG AND CONNECT, COMPLETE IN PLACE	3	EA	\$ 1,450.00	\$ 4,350.00
10	12" GATE VALVE, COMPLETE IN PLACE	6	EA	\$ 2,800.00	\$ 16,800.00
11	12" PVC WATERLINE (C-900); INCLUDING ALL APPURTANANENCES NOT ITEMIZED IN THE BID INCLUDING BUT NOT LIMITED TO FITTINGS AND TESTING, COMPLETE IN PLACE	2,665	LF	\$ 54.00	\$ 156,510.00
12	12" PLUG AND BLOWOFF VALVE, COMPLETE IN PLACE	2	EA	\$ 3,800.00	\$ 7,600.00
13	REMOVE EXISTING 12" PLUG AND CONNECT, COMPLETE IN PLACE	2	EA	\$ 1,200.00	\$ 2,400.00
14	TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEMS, COMPLETE IN PLACE	14,525	EA	\$ 1.00	\$ 14,525.00
				<b>Subtotal</b>	<b>\$ 1,199,061.80</b>

**B. WASTEWATER**

	DESCRIPTION		UNIT	COST / UNIT	TOTAL COST
14	8" SDR26 (ALL DEPTHS), COMPLETE IN PLACE	11,865	LF	\$ 32.00	\$ 395,203.20
15	SINGLE WASTEWATER SERVICE, COMPLETE IN PLACE	41	EA	\$ 1,700.00	\$ 77,558.80
16	DOUBLE WASTEWATER SERVICE, COMPLETE IN PLACE	122	EA	\$ 3,000.00	\$ 366,000.00
17	4' WASTEWATER DROP MANHOLE WITH GASKETED AND WATERTIGHT LID	2	EA	\$ 4,900.00	\$ 9,800.00
18	STANDARD 4' WASTEWATER MANHOLE, COMPLETE IN PLACE	43	EA	\$ 3,925.00	\$ 168,775.00
19	4' WASTEWATER MANHOLE WITH BOLTED TOP	5	EA	\$ 3,925.00	\$ 19,625.00
20	EXTRA DEPTH (OVER 8') MANHOLE, COMPLETE IN PLACE	95	EA	\$ 300.00	\$ 28,500.00
21	CONNECT TO EXISTING 8" WASTEWATER LINE STUBS	4	EA	\$ 750.00	\$ 3,000.00
22	SILT FENCE	5,410	LF	\$ 2.00	\$ 10,820.00
23	REVEGETATION	1	LS	\$ 33,700.00	\$ 33,700.00
24	SWPP	1	LS	\$ 4,200.00	\$ 4,200.00
25	ROCK BERM WASTEWATER IMPROVEMENTS	2	EA	\$ 3,700.00	\$ 7,400.00
26	CONNECTION TO EXISTING WASTEWATER LINE	1	EA	\$ 4,000.00	\$ 4,000.00
27	8" SDR 26 WW LINE (0'-10') DEPTH	2,417	LF	\$ 56.00	\$ 135,352.00
28	8" SDR 26 WW LINE (10'-12') DEPTH	124	LF	\$ 62.00	\$ 7,688.00
29	12" SDR 26 WW LINE (0'-10') DEPTH	1,500	LF	\$ 76.00	\$ 114,000.00
30	12" SDR 26 WW LINE (10'-12') DEPTH	1,770	LF	\$ 79.00	\$ 139,830.00
31	4' WW MANHOLE (0'-10') STANDARD DEPTH W/ COATING	16	EA	\$ 6,000.00	\$ 96,000.00
32	EXTRA VERTICAL FEET MANHOLE (ABOVE 10') W/ COATING	10	VF	\$ 603.00	\$ 6,030.00
33	MANHOLE VENT PIPE (4" DIP)	50	LF	\$ 950.00	\$ 47,500.00
34	BORED 24" STEEL ENCASMENT PIPE INCLUDING 12" SDR 26	150	LF	\$ 423.00	\$ 63,450.00
35	BORING PIT (30'x10')	1	EA	\$ 6,630.00	\$ 6,630.00
36	RECEIVING PIT (10'x10')	1	EA	\$ 2,210.00	\$ 2,210.00
37	CONCRETE TRENCH CAP	2	EA	\$ 6,525.00	\$ 13,050.00
38	TRENCH SAFETY EXCAVATION PROTECTION SYSTEMS, COMPLETE IN PLACE	17,676	EA	\$ 1.00	\$ 17,676.00
				<b>Subtotal</b>	<b>\$ 1,777,998.00</b>

**C. STORM WATER & DRAINAGE**

	DESCRIPTION		UNIT	COST / UNIT	TOTAL COST
22	18" RCP, CLASS III PIPE (ALL DEPTHS), COMPLETE IN PLACE	2,387	LF	\$ 42.00	\$ 100,254.00
23	24" RCP, CLASS III PIPE (ALL DEPTHS), COMPLETE IN PLACE	1,870	LF	\$ 53.00	\$ 99,110.00
24	30" RCP, CLASS III PIPE (ALL DEPTHS), COMPLETE IN PLACE	1,230	LF	\$ 68.00	\$ 83,640.00
25	36" RCP, CLASS III PIPE (ALL DEPTHS), COMPLETE IN PLACE	1,302	LF	\$ 96.00	\$ 124,992.00
26	42" RCP, CLASS III PIPE (ALL DEPTHS), COMPLETE IN PLACE	590	LF	\$ 124.00	\$ 73,160.00
27	48" RCP, CLASS III PIPE (ALL DEPTHS), COMPLETE IN PLACE	588	LF	\$ 155.00	\$ 91,140.00
28	4' x 4' RCB, (ALL DEPTHS), COMPLETE IN PLACE	490	LF	\$ 227.00	\$ 111,230.00
29	9' x 4' RCB, (ALL DEPTHS), COMPLETE IN PLACE	550	LF	\$ 557.00	\$ 306,350.00
30	8' x 4' RCB, (ALL DEPTHS), COMPLETE IN PLACE	316	LF	\$ 477.00	\$ 150,732.00
31	5' x 3' RCB, (ALL DEPTHS), COMPLETE IN PLACE	225	LF	\$ 248.00	\$ 55,800.00
32	10' x 4' RCB, (ALL DEPTHS), COMPLETE IN PLACE	360	LF	\$ 656.00	\$ 236,160.00
33	11' x 4' RCB, (ALL DEPTHS), COMPLETE IN PLACE	805	LF	\$ 806.00	\$ 648,830.00
34	12' x 4' RCB, (ALL DEPTHS), COMPLETE IN PLACE	420	LF	\$ 955.00	\$ 401,100.00
35	STANDARD 4' MANHOLE, COMPLETE IN PLACE	1	EA	\$ 3,000.00	\$ 3,000.00
36	STANDARD 5' MANHOLE, COMPLETE IN PLACE	7	EA	\$ 3,700.00	\$ 25,900.00
37	STANDARD 6' MANHOLE, COMPLETE IN PLACE	7	EA	\$ 4,700.00	\$ 32,900.00
38	STANDARD 7' MANHOLE, COMPLETE IN PLACE	1	EA	\$ 8,100.00	\$ 8,100.00
39	5' JUNCTION BOX WITH GRATE TOP	1	EA	\$ 8,200.00	\$ 8,200.00
40	4' x 5' JUNCTION BOX, COMPLETE IN PLACE	2	EA	\$ 4,700.00	\$ 9,400.00
41	4' x 6' JUNCTION BOX, COMPLETE IN PLACE	1	EA	\$ 4,400.00	\$ 4,400.00
42	6' x 12' JUNCTION BOX, COMPLETE IN PLACE	1	EA	\$ 13,000.00	\$ 13,000.00
43	8' x 10' JUNCTION BOX, COMPLETE IN PLACE	2	EA	\$ 15,000.00	\$ 30,000.00
44	12' x 12' JUNCTION BOX, COMPLETE IN PLACE	1	EA	\$ 27,000.00	\$ 27,000.00
45	3' x 13' JUNCTION BOX, COMPLETE IN PLACE	1	EA	\$ 17,500.00	\$ 17,500.00
46	4' x 13' JUNCTION BOX, COMPLETE IN PLACE	1	EA	\$ 15,700.00	\$ 15,700.00
47	6' x 12' JUNCTION BOX, COMPLETE IN PLACE	3	EA	\$ 13,000.00	\$ 39,000.00
48	10'X4' JUNCTION BOX WITH GRATE TOP	1	EA	\$ 21,000.00	\$ 21,000.00
49	10' TYPE 1 CURB INLET, COMPLETE IN PLACE	79	EA	\$ 4,300.00	\$ 339,700.00
50	STANDARD 24" HEADWALL, INCLUDING RIP RAP, COMPLETE IN PLACE	3	EA	\$ 4,900.00	\$ 14,700.00
51	STANDARD 36" HEADWALL, INCLUDING RIP RAP, COMPLETE IN PLACE	2	EA	\$ 7,600.00	\$ 15,200.00
52	STANDARD 42" HEADWALL, INCLUDING RIP RAP, COMPLETE IN PLACE	2	EA	\$ 8,800.00	\$ 17,600.00
53	STANDARD 48" HEADWALL, INCLUDING RIP RAP, COMPLETE IN PLACE	1	EA	\$ 11,000.00	\$ 11,000.00
54	STANDARD TXDOT 12' x 4' HEADWALL, INCLUDING RIP RAP, COMPLETE IN PLACE	1	EA	\$ 27,000.00	\$ 27,000.00
55	STANDARD TXDOT 4' x 4' HEADWALL, INCLUDING RIP RAP, COMPLETE IN PLACE	1	EA	\$ 19,000.00	\$ 19,000.00
56	STANDARD TXDOT 10' x 4' HEADWALL, INCLUDING RIP RAP, COMPLETE IN PLACE	2	EA	\$ 18,500.00	\$ 37,000.00
57	TRENCH SAFETY EXCAVATION PROTECTION SYSTEMS, COMPLETE IN PLACE	11,133	EA	\$ 1.00	\$ 11,133.00
				<b>Subtotal</b>	<b>\$ 3,229,931.00</b>

**D. PAVEMENT ITEMS**

	DESCRIPTION		UNIT	COST / UNIT	TOTAL COST
57	SUBGRADE PREPERATION, PER CITY OF AUSTIN STANDARD SPECIFICATION 201S, MINIMUM 6" DEPTH, PER SQUARE YARD- COMPLETE IN PLACE	60,310	SY	\$ 2.25	\$ 135,697.50
58	CRUSHED LIMESTONE BASE, 12-INCH, PER SQUARE YARD, COMPLETE IN PLACE	50,520	SY	\$ 13.25	\$ 669,390.00
59	HOT MIX ASPHALT CONCRETE PAVEMENT, 2.0" TYPE D, COMPLETE IN PLACE	37,275	SY	\$ 11.50	\$ 428,662.50
60	31.0" FLEXIBLE BASE - PER SQUARE YARD, COMPLETE IN PLACE (MAD4)	9,790	SY	\$ 35.00	\$ 342,650.00
61	HOT MIX ASPHALT CONCRETE PAVEMENT, 2.5" TYPE C, COMPLETE IN PLACE (MAD4)	6,960	SY	\$ 13.75	\$ 95,700.00
62	HOT MIX ASPHALT CONCRETE PAVEMENT, 2.5" TYPE D, COMPLETE IN PLACE (MAD4)	6,960	SY	\$ 13.75	\$ 95,700.00
63	TENSAR TX5 GEOGRID, COMPLETE IN PLACE	60,310	SY	\$ 3.85	\$ 232,193.50
64	8' GRANITE GRAVEL TRAIL, COMPLETE IN PLACE	3,550	LF	\$ 28.00	\$ 99,400.00
65	8' CONCRETE SIDEWALK, COMPLETE IN PLACE	787	SY	\$ 66.00	\$ 51,942.00
66	6" CONCRETE CURB AND GUTTER, COMPLETE IN PLACE	28,010	LF	\$ 14.00	\$ 392,140.00
67	DEVELOPER CONCRETE SIDEWALK, COMPLETE IN PLACE	1,840	SY	\$ 75.00	\$ 138,000.00
68	CONCRETE VALLEY GUTTER, COMPLETE IN PLACE	15	EA	\$ 3,700.00	\$ 55,500.00
69	SIDEWALK CURB RAMP, COMPLETE IN PLACE	42	EA	\$ 1,150.00	\$ 48,300.00
70	REVEGETATION OF ROW AND EASEMENTS, COMPLETE IN PLACE	8,135	SY	\$ 1.50	\$ 12,202.50
71	EXCAVATION AROUND EXISTING UTILITIES	25,158	CY	\$ 7.75	\$ 194,974.50
72	SIGNING AND STRIPING, COMPLETE IN PLACE	1	LS	\$ 13,800.00	\$ 13,800.00
73	STREET END BARRICADE	1	EA	\$ 1,350.00	\$ 1,350.00
74	TEMPORARY EMERGENCY ACCESS	145	SY	\$ 35.00	\$ 5,075.00
				<b>Subtotal</b>	<b>\$ 3,012,677.50</b>

**SUMMARY OF ESTIMATED PROJECT COSTS**

	DESCRIPTION	TOTAL COST
A.	<b>WATER</b>	\$ 1,199,061.80
B.	<b>WASTEWATER</b>	\$ 1,777,998.00
C.	<b>STORM WATER &amp; DRAINAGE</b>	\$ 3,229,931.00
D.	<b>PAVEMENT ITEMS</b>	\$ 3,012,677.50
	<b>Total Estimated Project Costs</b>	<b>\$ 9,219,668.30</b>

Cost per lot 23,579.71

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APPENDIX D  
FORM OF OPINION OF BOND COUNSEL





\$\_\_\_\_,000  
 CITY OF MANOR, TEXAS  
 SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023  
 (MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT  
 IMPROVEMENT AREA #3 PROJECT)

WE HAVE ACTED AS BOND COUNSEL in connection with the issuance by the City of Manor, Texas (the “City”) of its \$\_\_\_\_,000 aggregate original principal amount of Special Assessment Revenue Bonds, Series 2023 (Manor Heights Public Improvement District Improvement Area #3 Project) (the “Bonds”). We have examined the applicable and pertinent provisions of the Constitution and laws of the State of Texas; the Internal Revenue Code of 1986, as amended to the date hereof (the “Code”), the regulations of the United States Department of the Treasury adopted thereunder, rulings and procedures thereunder pertinent to this opinion; an ordinance of the City Council of the City (the “City Council”) authorizing the Bonds adopted on June 21, 2023 (the “Bond Ordinance”); the Indenture of Trust, dated June 1, 2023 (the “Indenture”), by and between the City and UMB Bank, N.A., as Trustee (the “Trustee”) authorizing the issuance of the Bonds; a transcript of certified proceedings of the City Council relating to the authorization, issuance, sale and delivery of the Bonds, including the Bond Ordinance, the Indenture, the Bonds and opinions of officials of the City; the Arbitrage and Tax Certificate of the City; and other pertinent instruments authorizing and relating to the issuance of the Bonds. We have examined the Initial Bond (as defined in the Indenture) which we found to be in due form and properly executed. As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

BASED ON OUR EXAMINATION, we are of the opinion as of the date hereof and under existing law, as follows:

1. The Bonds are valid and legally binding obligations of the City enforceable in accordance with their terms, except as their enforceability may be limited by bankruptcy, insolvency, or other laws affecting creditors' rights generally and as may be affected by matters involving the exercise of equitable or judicial discretion.
2. The Bonds are secured by and payable solely from the Trust Estate, as defined in the Indenture. The Owners of the Bonds shall never have the right to demand payment thereof from any funds raised by taxation, or from any other revenues, properties or income of the City.

3. Under existing statutes, regulations, rulings and court decisions, interest on the Bonds is excludable from the gross income of the holders thereof for federal income tax purposes assuming continuing compliance by the City with the requirements of the Code. Interest on the Bonds is not subject to the alternative minimum tax imposed on individuals under the Code. For purposes of the 15% federal minimum tax that is imposed on “applicable corporations” (as defined in the 2022 Inflation Reduction Act (the “2022 Act”)) for taxable years beginning after December 31, 2022, interest on the Bonds will be taken into account in determining “adjusted financial statement income” (as defined in the 2022 Act).

In rendering this opinion, we have assumed continuing compliance by the City with the covenants contained in the Indenture and the Arbitrage and Tax Certificate, that it will comply with the applicable requirements of the Code, including requirements relating to, *inter alia*, the use and investment of proceeds of the Bonds and rebate to the United States Treasury of specified arbitrage earnings, if any, under Section 148(f) of the Code. Failure of the City to comply with such covenants could result in the interest on the Bonds being subject to federal income tax from the date of issue. We have not undertaken to monitor compliance with such covenants or to advise any party as to changes in the law after the date hereof that may affect the tax-exempt status of the interest on the Bonds.

The opinions set forth above are based on existing law, which is subject to change. Such opinions are further based on our knowledge of facts as of the date hereof. We assume no duty to update or supplement these opinions to reflect any facts or circumstances that may hereafter come to our attention or to reflect any changes in any law that may hereafter occur or become effective. Moreover, our opinions are not a guarantee of result and are not binding on the Internal Revenue Service; rather, such opinions represent our legal judgment based upon our review of existing law and in reliance upon the representations and covenants referenced above that we deem relevant to such opinions. We observe that the City has covenanted in the Indenture not to take any action, or omit to take any action within its control, that if taken or omitted, respectively, may result in the treatment of interest on the Bonds as includable in gross income for federal income tax purposes.

Respectfully,

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APPENDIX E-1  
FORM OF DISCLOSURE AGREEMENT OF ISSUER

**CITY OF MANOR, TEXAS,  
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023  
(MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT  
IMPROVEMENT AREA #3 PROJECT)**

**CONTINUING DISCLOSURE AGREEMENT OF ISSUER**

This Continuing Disclosure Agreement of Issuer dated as of June 1, 2023 (this “Disclosure Agreement”) is executed and delivered by and between the City of Manor, Texas (the “Issuer”), P3Works, LLC (the “Administrator”), and UMB Bank, N.A., Austin, Texas (acting solely in its capacity as dissemination agent (the “Dissemination Agent”) with respect to the Issuer’s “Special Assessment Revenue Bonds, Series 2023 (Manor Heights Public Improvement District Improvement Area #3 Project)” (the “Bonds”). The Issuer, the Administrator and the Dissemination Agent covenant and agree as follows:

Section 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Administrator and the Dissemination Agent for the benefit of the Owners (defined below) and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Disclosure Agreement shall be filed with the MSRB through EMMA (defined below).

Section 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust dated as of June 1, 2023, between the Issuer and Trustee relating to the Bonds (the “Indenture”), which apply to any capitalized term used in this Disclosure Agreement, including the Exhibits hereto, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Administrator” shall mean P3Works, LLC, or an officer or employee of the City or third party designee of the City who is not an officer or employee thereof, identified in any indenture of trust relating to the Bonds or any other agreement or document approved by the Issuer related to the duties and responsibilities of the administration of the District.

“Annual Collection Costs” shall have the meaning assigned to such term in the Indenture.

“Annual Financial Information” shall mean annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

“Annual Installment” shall have the meaning assigned to such term in the Indenture.

“Annual Issuer Report” shall mean any Annual Issuer Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“Assessment(s)” shall have the meaning assigned to such term in the Indenture.

“Business Day” means any day other than a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of

the Paying Agent/Registrar (as each term is defined in the Indenture) is located are required or authorized by law or executive order to close.

“Developer” shall mean Forestar (USA) Real Estate Group, Inc., a Delaware corporation, and its designated successors and assigns.

“Disclosure Agreement of Developer” shall mean the Continuing Disclosure Agreement of Developer relating to the Bonds dated as of June 1, 2023 executed and delivered by the Developer, the Administrator and the Dissemination Agent.

“Disclosure Representative” shall mean such officer or employee of the Issuer as the Issuer may designate in writing to the Dissemination Agent from time to time.

“Dissemination Agent” shall mean UMB Bank, N.A., Austin, Texas, a national banking association duly organized and existing under the laws of the United States, in its capacity as dissemination agent, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Trustee a written acceptance of such designation.

“District” shall mean Manor Heights Public Improvement District.

“EMMA” shall mean the Electronic Municipal Market Access System available on the internet at <http://emma.msrb.org>.

“Fiscal Year” shall mean the Issuer’s fiscal year, currently the calendar year from October 1 through September 30.

“Foreclosure Proceeds” shall have the meaning assigned to such term in the Indenture.

“Improvement Area #3” shall have the meaning assigned to such term in the Indenture.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

“MSRB” shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive reports pursuant to the Rule.

“Outstanding” shall have the meaning assigned to such term in the Indenture.

“Owner” shall mean the registered owner of any Bonds.

“Participating Underwriter” shall mean FMSbonds, Inc. and its successors and assigns.

“Prepayment(s)” shall have the meaning assigned to such term in the Indenture.

“Rule” shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SEC” shall mean the United States Securities and Exchange Commission.

“Service and Assessment Plan” shall have the meaning assigned to such term in the Indenture.

“Trustee” shall mean UMB Bank, N.A., Austin, Texas, a national banking association duly organized and existing under the laws of the United States, acting solely in its capacity as trustee, or any successor trustee pursuant to the Indenture.

Section 3. Provision of Annual Issuer Reports.

(a) The Issuer shall cause and hereby directs the Administrator to compile and prepare the Annual Issuer Report. The Administrator shall provide such Annual Issuer Report to the Issuer and the Dissemination Agent no later than ten (10) Business Days before the expiration of six months after the end of each Fiscal Year.

(b) The Issuer shall cause and hereby directs the Dissemination Agent to provide or cause to be provided to the MSRB, in the electronic or other format required by the MSRB, commencing with the Fiscal Year ending September 30, 2023, an Annual Issuer Report provided to the Dissemination Agent which is consistent with the requirements of Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Issuer, if prepared and available, may be submitted separately from the Annual Issuer Report, and later than the date required in this paragraph for the filing of the Annual Issuer Report if audited financial statements are not available by that date; provided further, however, that the Annual Financial Information must be submitted not later than six months after the end of the Issuer’s Fiscal Year. In each case, the Annual Issuer Report may be submitted as a single document or as separate documents comprising a package and may include by reference other information as provided in Section 4 of this Disclosure Agreement. If the Issuer’s Fiscal Year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(a). All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(c) The Issuer shall or shall cause the Dissemination Agent to:

(1) determine the filing address or other filing location of the MSRB each year within ten (10) Business Days prior to filing the Annual Issuer Report on the date required in subsection (a);

(2) file the Annual Issuer Report (excluding the audited financial statements of the Issuer, if any, which shall be filed by the Issuer or the Dissemination Agent upon receipt from the Issuer) containing or incorporating by reference the information set forth in Section 4 hereof;

(3) file audited financial statements of the Issuer pursuant to Section 4(b) herein; and

(4) if the Issuer has provided the Dissemination Agent with the completed Annual Issuer Report and the Dissemination Agent has filed such Annual Issuer Report with the MSRB, then the Dissemination Agent shall file a report with the Issuer certifying that the Annual Issuer Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB, which report shall include a filing receipt from the MSRB.

Section 4. Content and Timing of Annual Issuer Reports. The Annual Issuer Report for the Bonds shall contain or incorporate by reference, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent, the following:

(a) *Annual Financial Information.* Within six (6) months after the end of each Fiscal Year the Annual Financial Information of the Issuer (any or all of which may be unaudited) being:

(1) Tables setting forth the following information, as of the end of such Fiscal Year:

(A) For the Bonds, the maturity date or dates, the interest rate or rates, the original aggregate principal amount and principal amount remaining Outstanding; and

(B) The amounts in the funds and accounts under the Indenture securing the Bonds and a description of the related investments.

(2) The principal and interest paid on the Bonds during such Fiscal Year and the minimum scheduled principal and interest required to be paid on the Bonds in the next Fiscal Year.

(3) Updates to the information in the Service and Assessment Plan as most recently amended or supplemented (a "SAP Update"), including any changes to the methodology for levying the Assessments in Improvement Area #3.

(4) The individual and aggregate taxable assessed valuation for parcels or lots within Improvement Area #3 of the District, based on the most recent certified tax roll available to the Issuer.

(5) Listing of any property owners in Improvement Area #3 representing more than five percent (5%) of the levy of Assessments, the amount of the levy of Assessments against such property owners, and the percentage of such Assessments relative to the entire levy of Assessments within the District, based on the most recent certified tax roll available to the Issuer.

(6) The current or delinquent status of the payment of the Assessments for each parcel or lot in Improvement Area #3 of the District as of March 1 of the calendar year immediately succeeding such Fiscal Year.

(7) The five-year collection and delinquency history of the Assessments.

(8) For each of the Assessments, the total amount of (A) Annual Installments invoiced, (B) Annual Installments collected (as reported by the County Tax Assessor Collector or the Administrator), (C) delinquent Annual Installments and the length of time of such delinquency, (D) delinquent Assessments collected, (E) Foreclosure Proceeds collected, and (F) Prepayments collected, as of the March 1 of the calendar year immediately succeeding such Fiscal Year, in each case with respect to the most recent



billing period (generally, October 1 of the preceding calendar year through January 31 of the current calendar year).

(9) A description of any amendment to this Disclosure Agreement and a copy of any restatements to the Issuer's audited financial statements during such Fiscal Year.

(b) *Audited Financial Statements.* If not provided with the financial information provided under subsection 4(a) above, if prepared and when available, the audited financial statements of the Issuer for the most recently ended Fiscal Year, prepared in accordance with generally accepted accounting principles applicable from time to time to the Issuer. If such audited financial statements are not complete within the time period specified in subsection 4(a) above, then the Issuer shall provide unaudited financial statements within such period and shall provide audited financial statements for the applicable Fiscal Year when and if the audit report on such statements becomes available.

See Exhibit B hereto for a form for submitting the information set forth in the preceding paragraphs.

The Issuer has designated P3Works, LLC as the initial Administrator. The Administrator, or the Issuer's staff if no Administrator is designated, shall prepare and provide the Annual Financial Information.

Any or all of the items listed above may be included by specific reference to other documents, including disclosure documents of debt issues of the Issuer, which have been submitted to and are publicly accessible from the MSRB. If the document included by reference is a final offering document, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

#### Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, each of the following is a Listed Event with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.

- (7) Modifications to rights of Owners, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of bonds, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the Issuer.
- (13) The consummation of a merger, consolidation, or acquisition of the Issuer, or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (14) Appointment of a successor or additional trustee under the Indenture or the change of name of a trustee, if material.
- (15) Incurrence of a financial obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, any of which affect security holders, if material.
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Issuer, any of which reflect financial difficulties.

The Issuer does not intend for any sale by the Developer of real property within Improvement Area #3 in the ordinary course of the Developer's business to be considered a significant event for the purposes of number (10) above.

For these purposes, "financial obligation" means (i) a debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term "financial obligation" shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule. The Issuer intends the words used in numbers (15) and (16) and the definition of "financial obligation" to have the meanings ascribed to them in SEC Release No. 34-83885 (August 20, 2018).

For these purposes, any event described in the immediately preceding number (12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but

subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

Whenever the Issuer obtains knowledge of the occurrence of a Listed Event, the Issuer shall promptly notify the Dissemination Agent in writing and the Issuer shall direct the Dissemination Agent to file a notice of such occurrence with the MSRB. The Dissemination Agent shall file such notice within ten (10) Business Days of the occurrence of such Listed Event; provided that the Dissemination Agent shall not be liable for the filing of notice of any Listed Event more than ten (10) Business Days after the occurrence of such Listed Event if notice of such Listed Event is received from the Issuer more than ten (10) Business Days after the occurrence of such Listed Event.

Additionally, the Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide annual audited financial statements or Annual Financial Information as required under this Disclosure Agreement. The form for submitting such notice is attached hereto as Exhibit A. Any notice under the preceding paragraphs shall be accompanied with the text of the disclosure that the Issuer desires to make, the written authorization of the Issuer for the Dissemination Agent to disseminate such information as provided herein, and the date the Issuer desires for the Dissemination Agent to disseminate the information (which date shall not be more than ten (10) Business Days after the occurrence of the Listed Event or failure to file).

In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures made pursuant to Sections 4 and 5 of this Disclosure Agreement. In addition, the Issuer shall have the sole responsibility to ensure that any notice required to be filed under this Section 5 is filed within ten (10) Business Days of the occurrence of the Listed Event.

(b) The Dissemination Agent shall, within three (3) Business Days of obtaining actual knowledge of the occurrence of any Listed Event with respect to the Bonds, notify the Disclosure Representative in writing of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the Disclosure Representative to do so. If the Dissemination Agent has been instructed by the Disclosure Representative on behalf of the Issuer to report the occurrence of a Listed Event under this subsection (b), the Dissemination Agent shall file a notice of such occurrence with the MSRB no later than the Business Day immediately following the day on which it receives written instructions from the Issuer. The Issuer acknowledges the duty to make or cause to be made the disclosures herein is that of the Issuer and not that of the Trustee or the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the Issuer as an accommodation to assist it in monitoring the occurrence of such event but is under no obligation to investigate whether any such event has occurred. As used above, “actual knowledge” means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Issuer or any Owner or beneficial owner of any interests in the Bonds as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

(c) If in response to a notice from the Dissemination Agent under subsection (b), the Issuer determines that the Listed Event under number (2), (7), (8), (10), (13), (14), or (15) of subsection (a) above is not material under applicable federal securities laws, the Issuer shall promptly, but in no case more than five (5) Business Days after occurrence of the event, notify the Dissemination Agent and the Trustee (if the Dissemination Agent is not the Trustee) in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (b).

(d) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall immediately file a notice of such occurrence with the MSRB (which date shall not be more than ten (10) Business Days after the occurrence of the Listed Event or failure to file).

Section 6. Termination of Reporting Obligations. The obligations of the Issuer, the Administrator and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required. So long as any of the Bonds remain Outstanding, the Dissemination Agent may assume that the Issuer is an obligated person with respect to the Bonds until it receives written notice from the Disclosure Representative stating that the Issuer is no longer an obligated person with respect to the Bonds, and the Dissemination Agent may conclusively rely upon such written notice with no duty to make investigation or inquiry into any statements contained or matters referred to in such written notice. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event with respect to the Bonds under Section 5(a).

Section 7. Dissemination Agent. The Dissemination Agent agrees to perform the duties set forth in this Disclosure Agreement. The Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge such Dissemination Agent. If the Issuer discharges the Dissemination Agent, the Issuer shall use best efforts to appoint a successor Dissemination Agent within 30 days of such discharge. The Dissemination Agent may resign at any time with sixty (60) days' notice to the Issuer and the Administrator, provided that if the Dissemination Agent is serving in the same capacity under the Disclosure Agreement of Developer, the Dissemination Agent shall resign under the Disclosure Agreement of Developer simultaneously with its resignation hereunder. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be the Trustee. In addition, pursuant to the Disclosure Agreement of Developer, the Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist the Developer, and any other party responsible for providing Quarterly Information pursuant to the Disclosure Agreement of Developer, in carrying out their respective obligations under the Disclosure Agreement of Developer, and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. In the event the Issuer appoints a new Dissemination Agent under the Disclosure Agreement of Developer, the Issuer shall give written notice of such change to the Administrator and any Party responsible for providing Quarterly Information at least fifteen (15) days prior to

the next Quarterly Filing Date. With the exception of the term “Disclosure Agreement of Developer”, capitalized terms used in this paragraph shall have the meanings given to such terms in the Disclosure Agreement of Developer.

Section 8. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Issuer and the Dissemination Agent may amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any amendment so requested by the Issuer), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the delivery of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment in the next related Annual Issuer Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(a), and (ii) the Annual Issuer Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. No amendment which adversely affects the Dissemination Agent may be made without its prior written consent (which consent will not be unreasonably withheld or delayed).

Section 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Issuer Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Issuer Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have

no obligation under this Disclosure Agreement to update such information or include it in any future Annual Issuer Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Agreement, the Dissemination Agent may (and, at the request of the Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds, shall, upon being indemnified to its satisfaction as provided in the Indenture), or any Owner or beneficial owner of the Bonds may, take such actions as may be necessary and appropriate to cause the Issuer, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture with respect to the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer to comply with this Disclosure Agreement shall be an action for mandamus or specific performance. A default under this Disclosure Agreement by the Issuer shall not be deemed a default under the Disclosure Agreement of Developer by the Developer, and a default under the Disclosure Agreement of Developer by the Developer shall not be deemed a default under this Disclosure Agreement by the Issuer.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent and Administrator. The Dissemination Agent shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. To the extent permitted by law, the Issuer agrees to hold harmless the Dissemination Agent, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Assessments collected from the property owners in Improvement Area #3, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Dissemination Agent for losses, expenses or liabilities arising from information provided to the Dissemination Agent by the Developer or the failure of the Developer to provide information to the Dissemination Agent as and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an "obligated person" under the Rule. The Dissemination Agent shall not be responsible for the Issuer's failure to submit a complete Annual Report to the MSRB. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The fact that the Dissemination Agent may have a banking or other business relationship with the Issuer or any person with whom the Issuer contracts in connection with the transaction described in the Indenture, apart from the relationship created by the Indenture or this Disclosure Agreement, shall not be construed to mean that the Dissemination Agent has actual knowledge of any event described in Section 5 above, except as may be provided by written notice to the Dissemination Agent pursuant to this Disclosure Agreement.

The Dissemination Agent may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the

construction of any of the provisions hereof or their respective duties hereunder, and the Dissemination Agent shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

Except as otherwise provided herein, the Administrator shall not have any responsibility for the (1) accuracy of any information provided by third parties or the Issuer for the disclosures made pursuant to the terms hereof, or (2) the untimeliness of any information provided by third parties or the Issuer for the disclosures made pursuant to the terms hereof, except where such untimeliness is attributable to the actions or inactions of the Administrator. The Administrator shall have only such duties as are specifically set forth in Sections 3 and 4 of this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. To the extent permitted by law, the Issuer agrees to hold harmless the Administrator, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Assessments collected from the property owners in the District, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability resulting from information provided to the Administrator by the Issuer, but excluding liabilities due to the Administrator's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Administrator for losses, expenses or liabilities arising from information provided to the Administrator by third parties or the Developer, or the failure of any third party or the Developer to provide information to the Administrator as and when required under this Agreement. The obligations of the Issuer under this Section shall survive resignation or removal of the Administrator and payment in full of the Bonds.

The Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR OR THE ISSUER BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, THE ADMINISTRATOR OR THE DISSEMINATION AGENT, RESPECTIVELY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. EITHER THE DISSEMINATION AGENT NOR THE ADMINISTRATOR ARE UNDER ANY OBLIGATION NOR ARE THEY REQUIRED TO BRING SUCH AN ACTION.

Section 12. Assessment Timeline. The basic expected timeline for the collection of Assessments and the anticipated procedures for pursuing the collection of delinquent Assessments is set forth in Exhibit C which is intended to illustrate the general procedures expected to be followed in enforcing the payment of delinquent Assessments.

Section 13. No Personal Liability. No covenant, stipulation, obligation or agreement of the Issuer, the Administrator, or the Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future council members, officer, agent or employee of the Issuer, the Administrator, or Dissemination Agent in other than that person's official capacity.

Section 14. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 15. Sovereign Immunity. The Dissemination Agent and the Administrator agree that nothing in this Disclosure Agreement shall constitute or be construed as a waiver of the Issuer's sovereign or governmental immunities regarding liability or suit.

Section 16. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Administrator, the Dissemination Agent, the Participating Underwriter, and the Owners and the beneficial owners from time to time of the Bonds and shall create no rights in any other person or entity. Nothing in this Disclosure Agreement is intended or shall act to disclaim, waive or otherwise limit the duties of the Issuer under federal and state securities laws.

Section 17. Dissemination Agent Compensation. The fees and expenses incurred by the Dissemination Agent for its services rendered in accordance with this Disclosure Agreement constitute Annual Collection Costs and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Issuer shall pay or reimburse the Dissemination Agent, but only with funds to be provided from the Annual Collection Costs component of the Annual Installments collected from the property owners in Improvement Area #3 of the District, for the fees and expenses for its services rendered in accordance with this Disclosure Agreement.

Section 18. Administrator Compensation. The fees and expenses incurred by the Administrator for its services rendered in accordance with this Disclosure Agreement constitute Annual Collection Costs and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Administrator has entered into a separate agreement with the Issuer, which agreement governs the administration of the District, including the payment of the fees and expenses of the Administrator for its services rendered in accordance with this Disclosure Agreement.



Section 19. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas (the “State”).

Section 20. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 22. Anti-Boycott Verification. Pursuant to Section 2271.002, Texas Government Code, the Dissemination Agent and the Administrator hereby verify that neither the Dissemination Agent, the Administrator nor any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent or the Administrator, if any, boycott Israel and, to the extent this Disclosure Agreement is a contract for goods or services, will not boycott Israel during the term of this Disclosure 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 Dissemination Agent and the Administrator understand “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Dissemination Agent or the Administrator and exists to make a profit.

Section 23. Iran, Sudan, and Foreign Terrorist Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the Dissemination Agent and the Administrator represent that neither the Dissemination Agent, the Administrator nor any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent or the Administrator is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.1 53 or Section 2270.020, Texas Government Code, and posted on any of the following pages of such officer’s internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable State or federal law and excludes the Dissemination Agent, the Administrator and each parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent or the Administrator, 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 Dissemination Agent and the Administrator understand “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Dissemination Agent or the Administrator and exists to make a profit.

Section 24. Section 2274.002 as added by Senate Bill 13 (No Discrimination Against Fossil-Fuel Companies) Verification. To the extent this Disclosure 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 Dissemination Agent and the Administrator each hereby verify that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Disclosure Agreement. The foregoing verifications are made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable State or federal law. As used in the foregoing verifications, “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 Dissemination Agent and the Administrator each understand “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Dissemination Agent and the Administrator, respectively, within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

Section 25. Section 2274.002 as added by Senate Bill 19 (No Discrimination Against Firearm Entities and Firearm Trade Associations) Verification. To the extent this Disclosure 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 Dissemination Agent and the Administrator each hereby verify, respectively, 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 during the term of this Disclosure Agreement against a firearm entity or firearm trade association. The foregoing verifications are made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable State or federal law. As used in the foregoing verifications, (a) ‘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, (b) ‘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 (c) ‘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 Dissemination Agent and the Administrator each understand “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Dissemination Agent or the Administrator, respectively, within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

Section 26. Disclosure of Interested Parties. Pursuant to Section 2252.908(c)(4), Texas Government Code, as amended the Dissemination Agent hereby certifies it is a publicly traded business entity and is not required to file a Certificate of Interested Parties Form 1295 related to this Disclosure Agreement.

*[Signature pages follow.]*

CITY OF MANOR, TEXAS

By: \_\_\_\_\_  
Dr. Christopher Harvey  
Mayor

UMB BANK, N.A.  
(solely in its capacity as Dissemination Agent)

By: \_\_\_\_\_  
Authorized Officer

P3WORKS, LLC  
(as Administrator)

By: \_\_\_\_\_  
Authorized Officer

**EXHIBIT A**

**NOTICE TO MSRB OF FAILURE TO FILE  
ANNUAL ISSUER REPORT**

Name of Issuer: City of Manor, Texas  
 Name of Bond Issue: Special Assessment Revenue Bonds, Series 2023 (Manor Heights  
 Public Improvement District Improvement Area #3 Project)  
 Date of Delivery: \_\_\_\_\_, 20\_\_  
 CUSIP Numbers: [Insert CUSIP Numbers]

NOTICE IS HEREBY GIVEN that the City of Manor, Texas, has not provided [an Annual Issuer Report] [annual audited financial statements] with respect to the above-named bonds as required by the Continuing Disclosure Agreement of Issuer dated as of \_\_\_\_\_ 1, 2023, between the Issuer, P3Works, LLC, as Administrator and UMB Bank, N.A., as Dissemination Agent. The Issuer anticipates that [the Annual Issuer Report] [annual audited financial statements] will be filed by \_\_\_\_\_.

Dated: \_\_\_\_\_

UMB Bank, N.A.,  
 on behalf of the City of Manor, Texas  
 (solely in its capacity as Dissemination Agent)

By: \_\_\_\_\_

Title: \_\_\_\_\_

cc: City of Manor, Texas

**EXHIBIT B**

**CITY OF MANOR, TEXAS,  
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023  
(MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT  
IMPROVEMENT AREA #3 PROJECT)**

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**ANNUAL ISSUER REPORT\***

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Delivery Date: \_\_\_\_\_, 20\_\_

CUSIP Numbers: [insert CUSIP Numbers]

**DISSEMINATION AGENT**

Name: UMB Bank, N.A.,  
Address: \_\_\_\_\_  
City: \_\_\_\_\_, Texas \_\_\_\_\_  
Telephone: () - \_\_\_\_\_  
Contact Person: Attn: \_\_\_\_\_]

**SECTION 4(a)(1)(A)**

**BONDS OUTSTANDING**

CUSIP Number	Maturity Date	Interest Rate	Original Principal Amount	Outstanding Principal Amount	Outstanding Interest Amount

**SECTION 4(a)(1)(B)**

**INVESTMENTS**

Fund/Account Name	Investment Description	Par Value	Book Value	Market Value

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\* Excluding Audited Financial Statements of the Issuer



**SECTION 4(a)(2)**

**FINANCIAL INFORMATION AND OPERATING DATA WITH RESPECT TO THE ISSUER OF THE GENERAL TYPE AS OF THE END OF THE FISCAL YEAR**

**Debt Service Requirements on the Bonds**

<u>Year Ending</u> <u>(September 30)</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
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**ITEMS REQUIRED BY SECTION 4(a)(3) - (6)**

[Insert a line item for each applicable listing]

**SECTION 4(a)(7)**

**Collection and Delinquency History of Assessments**

<u>Time</u> <u>Period</u> [FISCAL YEAR END] [FEB 1. OF CURRENT YEAR] <sup>(3)</sup>	<u>Total</u> <u>Assessment</u> <u>Levied</u>	<u>Parcels</u> <u>Levied</u> <sup>(1)</sup>	<u>Delinquent</u> <u>Amount as</u> <u>of 3/1</u>	<u>Delinquent</u> <u>% as of 3/1</u>	<u>Delinquent</u> <u>Amount as</u> <u>of 9/1</u>	<u>Delinquent</u> <u>% as of 9/1</u>	<u>Total</u> <u>Assessments</u> <u>Collected</u> <sup>(2)</sup>
	\$		\$	%	\$	%	\$
	\$		\$	%	N/A	N/A	\$

<sup>(1)</sup> Pursuant to Section 31.031, Texas Tax Code, certain veterans, persons aged 65 or older, and the disabled, who qualify for an exemption under either Section 11.13(c), 11.32, or 11.22, Texas Tax Code, are eligible to pay property taxes in four equal installments ("Installment Payments"). Effective January 1, 2018, pursuant to Section 31.031(a-1), Texas Tax Code, the Installment Payments are each due before February 1, April 1, June 1, and August 1. Each unpaid Installment Payment is delinquent and incurs penalties and interest if not paid by the applicable date.

<sup>(2)</sup> [Does/does not] include interest and penalties.

<sup>(3)</sup> Collected as of February 1, 20\_\_.

**ITEMS REQUIRED BY SECTION 4(a)(8) - (9)**

[Insert a line item for each applicable listing]

## EXHIBIT C

**BASIC EXPECTED TIMELINE FOR ASSESSMENTS  
COLLECTIONS AND PURSUIT OF DELINQUENCIES**

Date	Delinquency Clock (Days)	Activity
January 31		Assessments are due.
February 1	1	Assessments Delinquent if not received
February 15	15	Issuer forwards payment to Trustee for all collections received as of February 15, along with detailed breakdown. Subsequent payments and relevant details will follow monthly thereafter.
		Issuer and/or Administrator should be aware if Reserve Fund needs to be utilized for debt service payment on March 15. <b>If there is to be a shortfall, the Trustee and Dissemination Agent should be immediately notified.</b>
		Issuer and/or Administrator should also be aware if, based on collections, there will be a shortfall for September payment.
		At this point, if total delinquencies are under 5% and if there is adequate funding for March and September payments, no further action is anticipated for collection of Assessments except that the Issuer or Administrator, working with the City Attorney or an appropriate designee, will begin process to cure deficiency. <b>For properties delinquent by more than one year or if the delinquency exceeds \$10,000 the matter will be referred for commencement of foreclosure.</b>
		<b>If there are over 5% delinquencies or if there is inadequate funding in the Pledged Revenue Fund for transfer to the Principal and Interest Account of such amounts as shall be required for the full March and September payments, the collection-foreclosure procedure will proceed against all delinquent properties.</b>
February 15	15	Issuer and/or Administrator should be aware of actual and specific delinquencies.
March 15		Trustee pays bond interest payments to bondholders.
		Reserve Fund payment to Bond Fund may be required if Assessments are below approximately 50% collection Issuer, or the Trustee on behalf of the Issuer, to notify Dissemination Agent of the occurrence of draw on the Reserve Fund and, following receipt of such notice,

Date	Delinquency Clock (Days)	Activity
		Dissemination Agent to notify MSRB of such draw or Fund for debt service.
		Use of Reserve Fund for debt service payment should trigger commencement of foreclosure on delinquent properties.
		Issuer determines whether or not any Annual Installments are delinquent and, if such delinquencies exist, the Issuer commences as soon as practicable appropriate and legally permissible actions to obtain such delinquent Annual Installments.
March 31	59/60	Issuer and/or Administrator to notify Dissemination Agent for disclosure to MSRB of all delinquencies in the form of the Annual Issuer Report or otherwise.
		If any property owner with ownership of property responsible for more than \$10,000 of the Assessments is delinquent or if a total of delinquencies is over 5%, or if it is expected that Reserve Fund moneys will need to be utilized for either the March or September bond payments, the Disclosure Representative shall work with City Attorney's office, or the appropriate designee, to satisfy payment of all delinquent Assessments.
April 15	74/75	Preliminary Foreclosure activity commences, and Issuer to notify Dissemination Agent of the commencement of preliminary foreclosure activity.
		If Dissemination Agent has not received Foreclosure Schedule and Plan of Collections, Dissemination Agent to request same from the Issuer.
May 1	89/90	If the Issuer has not provided the Dissemination Agent with Foreclosure Schedule and Plan of Collections, and if instructed by the bondholders under Section 11.2 of the Indenture, Dissemination Agent requests that the Issuer commence foreclosure or provide plan for collection.
May 15	103/104	The designated lawyers or law firm will be preparing the formal foreclosure documents and will provide periodic updates to the Dissemination Agent for dissemination to those bondholders who have requested to be notified of collections progress. The goal for the foreclosure actions is a filing by no later than June 1 (day 120/121).
<b>June 1</b>	<b>120/121</b>	<b>Foreclosure action to be filed with the court.</b>

<b>Date</b>	<b>Delinquency Clock (Days)</b>	<b>Activity</b>
<b>June 15</b>	<b>134/135</b>	<b>Issuer notifies Trustee and Dissemination Agent of Foreclosure filing status.</b> Dissemination Agent notifies bondholders.
July 1	150/151	If bondholders and Dissemination Agent have not been notified of a foreclosure action, Dissemination Agent will notify the Issuer that it is appropriate to file action.

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APPENDIX E-2  
FORM OF DISCLOSURE AGREEMENT OF DEVELOPER

**CITY OF MANOR, TEXAS,  
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023  
(MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT  
IMPROVEMENT AREA #3 PROJECT)**

**CONTINUING DISCLOSURE AGREEMENT OF DEVELOPER**

This Continuing Disclosure Agreement of Developer, dated as of June 1, 2023 (this “Disclosure Agreement”), is executed and delivered by and among Forestar (USA) Real Estate Group, Inc. (the “Developer”), P3Works, LLC (the “Administrator”), and UMB Bank, N.A., Austin, Texas (acting solely in its capacity as dissemination agent (the “Dissemination Agent”) with respect to the “City of Manor, Texas, Special Assessment Revenue Bonds, Series 2023 (Manor Heights Public Improvement District Improvement Area #3 Project)” (the “Bonds”). The Developer, the Administrator and the Dissemination Agent covenant and agree as follows:

Section 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Developer, the Administrator, and the Dissemination Agent for the benefit of the Owners (defined below) and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Disclosure Agreement shall be filed with the MSRB through EMMA (defined below).

Section 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust dated as of June 1, 2023, relating to the Bonds (the “Indenture”), which apply to any capitalized term used in this Disclosure Agreement, including the Exhibits hereto, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“2023 Amended and Restated Service and Assessment Plan” shall have the meaning assigned to such term in the Indenture.

“Additional Improvements” shall mean, collectively, the HOA Amenities and the Parkland Improvements.

“Administrator” shall mean the Issuer or the person or independent firm designated by the Issuer who shall have the responsibility provided in the 2023 Amended and Restated Service and Assessment Plan, the Indenture, or any other agreement or document approved by the Issuer related to the duties and responsibilities of the administration of the District. The Issuer has selected P3Works, LLC, as the current Administrator.

“Annual Collection Costs” shall have the meaning assigned to such term in the Indenture.

“Annual Installment” shall have the meaning assigned to such term in the Indenture.

“Assessed Property” shall have the meaning assigned to such term in the Indenture.

“Assessment(s)” shall have the meaning assigned in Indenture.

“Business Day” means any day other than a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar (as each term is defined in the Indenture) is located are required or authorized by law or executive order to close.

“Certification Letter” shall mean a certification letter provided by the Developer or any Significant Homebuilder, pursuant to Section 3, in substantially the form attached as Exhibit D.

“Condominium Homebuilder” shall mean any merchant homebuilder who enters into a Condominium Lot Sale Agreement for the condominium lots with the Developer, and the successors and assigns of such homebuilder under such Condominium Lot Sale Agreement.

“Condominium Lot Sale Agreement” shall mean, with respect to lots or land within Improvement Area #3 of the District, the Land Purchase and Sales Contract, effective February 1, 2022, between the Developer and GG B2R Pecan Carillon, LP, a Texas limited partnership, and any lot purchase and sale agreement between a Condominium Homebuilder and the Developer to purchase condominium lots.

“Developer” shall mean Forestar (USA) Real Estate Group, Inc., a Delaware corporation, and each other Person, through assignment, who assumes the obligations, requirements or covenants to construct one or more of the Improvement Area #3 Improvements or Additional Improvements and their designated successors and assigns.

“Developer Listed Events” shall mean any of the events listed in Section 4(a) of this Disclosure Agreement.

“Development Agreement” means the agreement titled the “Development Agreement (Manor Heights),” which was entered into by and between the Issuer, Sky Village Kimbro Estates, LLC, a Texas limited liability company, and RHOF, LLC, a Texas limited liability company on November 7, 2018, as assigned to the Developer on October 31, 2019, and amended by the First Amendment to Development Agreement (Manor Heights) on November 6, 2019, the Second Amendment to Development Agreement (Manor Heights) on October 21, 2020, and the Third Amendment to Development Agreement (Manor Heights) on June 15, 2022.

“Disclosure Agreement of Issuer” shall mean the Continuing Disclosure Agreement of Issuer dated as of June 1, 2023 executed and delivered by and among the Issuer, the Administrator, and the Dissemination Agent.

“Dissemination Agent” shall mean UMB Bank, N.A., Austin, Texas, a national banking association duly organized and existing under the laws of the United States, acting solely in its capacity as dissemination agent, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Trustee a written acceptance of such designation.

“District” shall mean Manor Heights Public Improvement District.



“EMMA” shall mean the Electronic Municipal Market Access System available on the internet at <http://emma.msrb.org>.

“HOA Amenities” shall mean a swimming pool, pool house, and playground, or other similar improvements constructed or to be constructed by the Developer within the District and to be owned and/or operated by a homeowners’ association.

“Improvement Area #3” shall have the meaning assigned to such term in the Indenture.

“Improvement Area #3 Improvements” shall have the meaning assigned to such term in the Indenture.

“Issuer” shall mean the City of Manor, Texas.

“Listed Events” shall mean, collectively, Developer Listed Events and Significant Homebuilder Listed Events.

“MSRB” shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive continuing disclosure reports pursuant to the Rule.

“Outstanding” shall have the meaning assigned to such term in the Indenture.

“Owner” shall have the meaning assigned to such term in the Indenture.

“Parkland” shall mean the approximately forty-one (41) acres of land within the District to be dedicated to the Issuer for parkland.

“Parkland Improvements” shall mean pedestrian trails, trailheads, shade structures, seating, and recreational playing fields, and and other similar improvements within the Parkland.

“Participating Underwriter” shall mean FMSbonds, Inc., and its successors and assigns.

“Person” shall mean any legal person, including any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government, or any agency or political subdivision thereof.

“Quarterly Ending Date” shall mean each March 31, June 30, September 30, and December 31, beginning September 30, 2023.

“Quarterly Filing Date” shall mean for each Quarterly Ending Date, the fifteenth calendar day of the second month following such Quarterly Ending Date being May 15, August 15, November 15, and February 15.

“Quarterly Information” shall have the meaning assigned to such term in Section 3 of this Disclosure Agreement.

“Quarterly Report” shall mean any Quarterly Report described in Section 3 of this Disclosure Agreement and substantially similar to that attached as Exhibit A hereto.

“Reporting Party” shall mean the Developer and/or Significant Homebuilder, as applicable.

“Rule” shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SEC” shall mean the United States Securities and Exchange Commission.

“Significant Homebuilder” shall mean a Single-Family Homebuilder that then owns five percent (5%)<sup>1</sup> or more of the single-family residential lots within Improvement Area #3 or a Condominium Homebuilder that then owns five percent (5%)<sup>2</sup> or more of the condominium lots within Improvement Area #3.

“Significant Homebuilder Listed Events” shall mean any of the events listed in Section 4(b) of this Disclosure Agreement.

“Single-Family Homebuilder(s)” shall mean any merchant builder who enters into a Single-Family Lot Sale Agreement with the Developer, and the successors and assigns of such homebuilder under such Single-Family Lot Sale Agreement.

“Single-Family Lot Sale Agreement” shall mean, with respect to lots or land within Improvement Area #3 of the District, each of the Lot Purchase and Sale Agreement between the Developer and Continental Homes of Texas, L.P., a Texas limited partnership, the Lot Purchase and Sale Agreement between the Developer and Gehan Homes, a Texas limited partnership, now doing business as Brightland Homes, and the Lot Purchase and Sale Agreement between the Developer and Chesmar Homes, a Texas limited liability company, and any other lot purchase and sale agreement between a Single Family Homebuilder and the Developer to purchase lots or to purchase land.

“Trustee” shall mean UMB Bank, N.A., Austin, Texas, a national banking association duly organized and existing under the laws of the United States, acting solely in its capacity as trustee, or any successor trustee pursuant to the Indenture.

### Section 3. Quarterly Reports.

(a) The Developer and any Significant Homebuilder, with respect to its acquired real property, shall, at its cost and expense, provide, or cause to be provided, to the Administrator, not more than ten (10) days after each Quarterly Ending Date, beginning with September 30, 2023, the information required for the preparation of the Quarterly Report (with respect to each party, the “Quarterly Information”). The Developer and any Significant Homebuilder shall provide, or cause to be provided to the Administrator, such Quarterly Information until such party’s obligations terminate pursuant to Section 7 of this Disclosure Agreement. For the avoidance of doubt, if the Developer elects, the Developer may, but shall not be obligated to, provide any Quarterly Information on behalf of any Significant Homebuilder. The Developer shall remain obligated with respect to any real property acquired by a Significant Homebuilder until an acknowledgment of assignment with respect to such real property is delivered in accordance with Section 6 of this Disclosure Agreement, at which time Developer shall have no further obligation

<sup>1</sup> At closing of the Bonds, based on the 2023 Amended and Restated Service and Assessment Plan, five percent (5%) of the total single-family residential lots within Improvement Area #3 of the District is currently equal to approximately fifteen (15) lots.

<sup>2</sup> At closing of the Bonds, based on the 2023 Amended and Restated Service and Assessment Plan, five percent (5%) of the total condominium lots within Improvement Area #3 of the District is currently equal to approximately five (5) lots.

or liability for disclosures or other responsibilities under this Disclosure Agreement as to the property so transferred.

(b) The Administrator shall (i) prepare each Quarterly Report with the Quarterly Information provided by the Developer and/or Significant Homebuilder pursuant to subsection (a) above and (ii) provide to the Developer and/or Significant Homebuilder, as applicable, each Quarterly Report for review no later than twenty (20) days after each Quarterly Ending Date. The Developer and/or any Significant Homebuilder, as applicable, shall review the Quarterly Report and, upon such review, shall promptly, but no later than thirty (30) days after each Quarterly Ending Date, provide to the Administrator the Certification Letter and authorize the Administrator to provide such Quarterly Report and Certification Letter to the Issuer and Dissemination Agent pursuant to subsection (c) below. In all cases, the Developer and/or any Significant Homebuilder, as applicable, shall have the sole responsibility for the content, design and other elements comprising substantive contents of all of the Quarterly Information provided by such party contained in the Quarterly Report.

(c) The Administrator shall provide to the Dissemination Agent, with a copy to the applicable Reporting Party, no later than thirty-five (35) days after each Quarterly Ending Date, the Quarterly Report containing the information described in this Section 3 and the Certification Letter(s) provided by the Developer and/or any Significant Homebuilder, as applicable, with written direction to file such documents with the MSRB. Pursuant to the written direction of the Administrator, the Dissemination Agent shall file the Quarterly Report and the Certification Letter(s) with the MSRB and provide a copy of such report to the Issuer, the Developer and the Participating Underwriter within ten (10) days of the Dissemination Agent's receipt thereof pursuant to this subsection 3(c); provided, however, that the Quarterly Report and the Certification Letter(s) must be submitted to the MSRB not later than each Quarterly Filing Date. In the event that the Developer, any Significant Homebuilder or the Administrator does not provide the information required by subsection (a) or (b) of this Section, as applicable, in a timely manner and, as a result, either an incomplete Quarterly Report is filed with the MSRB, or a Quarterly Report is not filed with the MSRB by each Quarterly Filing Date, the Dissemination Agent shall, upon written direction from the Developer, Significant Homebuilder or Administrator, as applicable, file a notice of failure to provide Quarterly Information or failure to file a Quarterly Report with the MSRB in substantially the form attached as Exhibit B, as soon as practicable. If incomplete Quarterly Information is provided by the Developer or any Significant Homebuilder to the Dissemination Agent, the Dissemination Agent shall not be responsible for the failure to submit a complete Quarterly Report to the MSRB. If the Developer and/or any Significant Homebuilder timely provides the required Quarterly Information to the Administrator as described in this Section 3, the failure of the Administrator to provide the information to the Dissemination Agent, or the failure of the Dissemination Agent to provide such information to the Participating Underwriter in a timely manner, shall not be deemed a default by the Developer, or any Significant Homebuilder, as applicable, under this Disclosure Agreement.

(d) The Quarterly Report shall be in a form similar to that as attached in Exhibit A hereof and shall include:

(i) In a form similar to that as Table 3(d)(i) in Exhibit A attached hereto, the composition of the property within Improvement Area #3 subject to the Assessments, as of the Quarterly Ending Date, including:

- A. The number of single-family residential parcels and condominium parcels;
- B. The number of acres of single-family residential parcels and condominium parcels;
- C. The number of platted single-family residential lots;
- D. The number of condominium lots;
- E. The number of single-family residential lots and the number of condominium lots identified in the original 2023 Amended and Restated Service and Assessment Plan; and
- F. An explanation as to any change to the number of lots/parcels within Improvement Area #3 from the original 2023 Amended and Restated Service and Assessment Plan;

(ii) In a form similar to that as Table 3(d)(ii) in Exhibit A attached hereto, the landowner composition of property located within Improvement Area #3 for which the applicable Reporting Party has reporting obligations pursuant to this Disclosure Agreement, including:

- A. The number of lots owned by each type of landowner (i.e., Developer, Single-Family Homebuilders, Condominium Homebuilders, end-user); and
- B. The percentage of single-family residential lots relative to the total single-family residential lots and the percentage of condominium lots relative to the total condominium lots for the Developer, each Single-Family Homebuilder, each Condominium Homebuilder, and end-users (end-users reported collectively), as of the Quarterly Ending Date;

(iii) In a form similar to that as Table 3(d)(iii) in Exhibit A attached hereto, for each parcel designated as single-family residential and condominium, lot absorption statistics by lot type, on a quarter over quarter basis for property located within Improvement Area #3 for which the applicable Reporting Party has reporting obligations pursuant to this Disclosure Agreement, including:

- A. The number of platted single-family lots and the number of condominium lots;
- B. The number of single-family lots in Improvement Area #3 previously owned by the Developer and closed with a Single-Family Homebuilder

and the number of condominium lots in Improvement Area #3 owned by the Developer closed with a Condominium Homebuilder and;

C. The number of single-family lots in Improvement Area #3 owned by the Developer and under contract (but not closed) with a Single-Family Homebuilder and the number of condominium lots in Improvement Area #3 owned by the Developer under contract (but not closed) with a Condominium Homebuilder; and

D. The number of single-family lots in Improvement Area #3 owned by the Developer not closed or under contract with a Homebuilder and the number of condominium lots in Improvement Area #3 owned by the Developer not closed or under contract with a Condominium Homebuilder;

(iv) In a form similar to that as Table 3(d)(iv) in Exhibit A attached hereto, for each parcel designated as single-family residential, for each Single-Family Homebuilder, broken down by lot type and phase, on a quarter over quarter basis:

A. The number of homes under construction in Improvement Area #3;

B. The number of completed homes not under contract with end-users in Improvement Area #3;

C. The number of homes under contract with end-users in Improvement Area #3;

D. The number of homes closed with (delivered to) end-users in Improvement Area #3;

E. The average sales price of homes closed with end-users; and

F. The estimated date of completion of all homes to be constructed by the Homebuilder;

(v) In a form similar to that as Table 3(d)(v) in Exhibit A and for each parcel designated as condominium, for each Condominium Homebuilder, broken down by lot type and phase, on a quarter over quarter basis:

A. The number of condominiums under construction in Improvement Area #3;

B. The number of completed condominiums not under contract with end-users in Improvement Area #3;

C. The number of condominiums under contract with end-users in Improvement Area #3;

D. The number of condominiums closed with (delivered to) end-users in Improvement Area #3;

E. The average sales price of condominiums closed with end-users; and

F. The estimated date of completion of all condominiums to be constructed by the Condominium Homebuilder;

(vi) In a form similar to that as Table 3(d)(vi) in Exhibit A attached hereto, materially adverse changes or determinations to permits/approvals for the development of Improvement Area #3 that necessitate changes to the land use plans of the Developer;

(vii) In a form similar to that as Table 3(d)(vii) in Exhibit A attached hereto, the occurrence of any new or modified mortgage debt on the land owned by the Developer, including the amount, interest rate and terms of repayment; and

(viii) Until completion of the Improvement Area #3 Improvements and acceptance by the City of the Improvement Area #3 Improvements, in a form similar to that as Table 3(d)(viii) in Exhibit A attached hereto, with respect to each category of the Improvement Area #3 Improvements, as set forth in the 2023 Amended and Restated Service and Assessment Plan, the Developer shall provide or cause to be provided the construction budget and timeline for the Improvement Area #3 Improvements to the Administrator for inclusion in each Quarterly Report, including:

A. Total budgeted costs of all Improvement Area #3 Improvements;

B. Total actual costs of the Improvement Area #3 Improvements drawn from the IA#3 Improvements Account as of the Quarterly Ending Date;

C. Total actual costs of Improvement Area #3 Improvements financed with other sources of funds (non-bond financed), as of the Quarterly Ending Date;

D. Forecast completion date;

E. Actual Issuer acceptance date; and

F. Narrative update on construction milestones for the Improvement Area #3 Improvements and Additional Improvements since the date of the prior Quarterly Report.

(e) Each such Quarterly Report shall include, in a form similar to that as Table 3(e)(i) in Exhibit A attached hereto, with respect to each category of the Additional Improvements, the Developer shall provide or cause to be provided the following information to the Administrator for inclusion in each Quarterly Report:

(i) Construction budget and timeline for the Additional Improvements, including:

A. Budgeted costs of all Additional Improvements;

- B. Expected or actual construction start date;
- C. Total actual costs of all Additional Improvements, as of the Quarterly Ending Date;
- D. Forecast or actual construction completion date, if delay from previously reported, an explanation of the delay;
- E. Actual Issuer acceptance date; and
- F. Narrative update on construction milestones for the Additional Improvements since the date of the prior Quarterly Report.

Section 4. Event Reporting Obligations.

(a) Pursuant to the provisions of this Section 4, each of the following is a Developer Listed Event with respect to the Bonds:

(i) Failure to pay any real property taxes or Assessments levied within Improvement Area #3 on a parcel owned by the Developer; provided, however, that the exercise of any right of the Developer as a landowner within Improvement Area #3 to exercise legal and/or administrative procedures to dispute the amount or validity of all or any part of any real property taxes shall not be considered a Developer Listed Event under this Section 4(a) nor a breach or default of this Disclosure Agreement; provided that the Developer has complied with all legal requirements relating to the protest of such value, including the posting of a bond, if required;

(ii) Material damage to or destruction of any development or improvements within Improvement Area #3, including the Improvement Area #3 Improvements and the Additional Improvements;

(iii) Material default by the Developer or any of the Developer's affiliates on any loan with respect to the acquisition, development or permanent financing of Improvement Area #3 undertaken by the Developer or any of the Developer's affiliates;

(iv) Material default by the Developer or any of Developer's affiliates on any loan secured by property within Improvement Area #3 owned by the Developer or any of the Developer's affiliates;

(v) The bankruptcy, insolvency, or similar filing of the Developer or any of the Developer's affiliates or any determination that the Developer or any of the Developer's affiliates is unable to pay its debts as they become due;

(vi) The consummation of a merger, consolidation, or acquisition of the Developer, or the sale of all or substantially all of the assets of the Developer or any of the Developer's affiliates, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(vii) The filing of any lawsuit with a claim for damages, in excess of \$1,000,000 against the Developer or any of the Developer's affiliates that may adversely affect the completion of development of Improvement Area #3 or litigation that may materially adversely affect the financial condition of the Developer or any of the Developer's affiliates;

(viii) Any change in the legal structure, chief executive officer or controlling ownership of the Developer; and

(ix) Any assignment and assumption of disclosure obligations under this Disclosure Agreement pursuant to Section 5 or 6 herein.

(b) Pursuant to the provisions of this Section 4, each of the following occurrences related to any Significant Homebuilder is a Significant Homebuilder Listed Event with respect to the Bonds:

(i) Failure to pay any real property taxes or Assessments levied within Improvement Area #3 on a lot or parcel owned by such Significant Homebuilder; provided, however, that the exercise of any right of such Significant Homebuilder as a landowner within Improvement Area #3 to exercise legal and/or administrative procedures to dispute the amount or validity of all or any part of any real property taxes shall not be considered a Significant Homebuilder Listed Event under this Section 4(b) nor a breach or default of this Disclosure Agreement;

(ii) The bankruptcy, insolvency or similar filing of such Significant Homebuilder or any determination that such Significant Homebuilder is unable to pay its debts as they become due;

(iii) The consummation of a merger, consolidation, or acquisition involving such Significant Homebuilder or the sale of all or substantially all of the assets of the Significant Homebuilder, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(iv) Any change in the type of legal entity, chief executive officer or controlling ownership of such Significant Homebuilder;

(v) Early termination of or material default by such Significant Homebuilder under a Single-Family Lot Sale Agreement or a Condominium Lot Sale Agreement; and

(vi) Any assignment and assumption of disclosure obligations under this Disclosure Agreement pursuant to Section 6 herein.

(c) Whenever the Developer obtains knowledge of the occurrence of a Developer Listed Event, the Developer shall promptly notify the Issuer, the Administrator and the Dissemination Agent in writing and the Developer shall direct the Dissemination Agent to file a notice of such occurrence with the MSRB, in the manner hereinafter described, and provide a copy of such notice to the Issuer and the Participating Underwriter. Any such notice is required to be



filed within ten (10) Business Days after the Developer becomes aware of the occurrence of such Developer Listed Event. If the Developer timely notifies the Dissemination Agent of the occurrence of a Developer Listed Event, as described in this Section 4, the failure of the Dissemination Agent to provide such notice to the Participating Underwriter in a timely manner shall not be deemed a default by the Developer under this Disclosure Agreement.

Whenever a Significant Homebuilder obtains knowledge of the occurrence of a Significant Homebuilder Listed Event, the applicable Significant Homebuilder shall promptly notify the Issuer, the Administrator and the Dissemination Agent in writing and such Significant Homebuilder shall direct the Dissemination Agent in writing to file a notice of such occurrence with the MSRB, in the manner hereinafter described, and provide a copy of such notice to the Issuer, the Developer and the Participating Underwriter. Any such notice is required to be filed within ten (10) Business Days after the Significant Homebuilder becomes aware of the occurrence of such Significant Homebuilder Listed Event. If the Significant Homebuilder timely notifies the Dissemination Agent of the occurrence of a Significant Homebuilder Listed Event, as described in this Section 4, the failure of the Dissemination Agent to provide such notice to the Participating Underwriter in a timely manner shall not be deemed a default by the Significant Homebuilder under this Disclosure Agreement.

Any notice under the two (2) preceding paragraphs shall be accompanied with the text of the disclosure that the Developer or Significant Homebuilder, as applicable, desires to make, the written authorization of the Developer or the Significant Homebuilder, as applicable, for the Dissemination Agent to disseminate such information as provided herein, and the date the Developer or Significant Homebuilder, as applicable, desires for the Dissemination Agent to disseminate the information (which date shall not be more than ten (10) Business Days after the Developer or Significant Homebuilder, as applicable, becomes aware of the occurrence of the Developer Listed Event or Significant Homebuilder Listed Event, as applicable).

The Developer and each Significant Homebuilder, if any, shall only be responsible for reporting the occurrence of a Listed Event applicable to such Reporting Party and shall not be responsible for reporting the occurrence of a Listed Event applicable to any other Reporting Party, regardless if such Person is providing Quarterly Information on behalf of any other Reporting Party. In all cases, the Developer or the Significant Homebuilder, as applicable, shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures. In addition, the Developer or the Significant Homebuilder, as applicable, shall have the sole responsibility to ensure that any notice required to be filed with the MSRB under this Section 4 is actually filed within ten (10) Business Days after the Developer or Significant Homebuilder, as applicable, becomes aware of the occurrence of the applicable Listed Event.

(d) The Dissemination Agent shall, promptly, and not more than five (5) Business Days after obtaining actual knowledge of the occurrence of any Listed Event, notify the Issuer, the Developer and the Significant Homebuilder, if applicable, of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the Developer or Significant Homebuilder, as applicable, to do so. It is agreed and understood that the duty to make or cause to be made the disclosures herein is that of the Developer or Significant Homebuilder, as applicable, and not that of the Trustee or the Dissemination Agent. It is agreed and understood

that the Dissemination Agent has agreed to give the foregoing notice to the Developer and Significant Homebuilder, as applicable, as an accommodation to assist it in monitoring the occurrence of such event but is under no obligation to investigate whether any such event has occurred. As used above, “actual knowledge” means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Participating Underwriter, the Issuer, the Developer, Significant Homebuilder, or any Owner or beneficial owner of any interests in the Bonds as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

(e) If the Dissemination Agent has been notified in writing by the Developer or Significant Homebuilder to report the occurrence of a Listed Event in accordance with subsections (c) or (d) of this Section 4, the Dissemination Agent shall file a notice of such occurrence with the MSRB promptly after its receipt of such written instructions from the Developer or Significant Homebuilder, as applicable; provided that all such notices must be filed no later than the date specified in subsection (c) of this Section 4 for such Listed Event. The Dissemination Agent shall, within three (3) Business Days of obtaining actual knowledge of the occurrence of any Listed Event, notify the Issuer and the Developer of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the Developer to do so. It is agreed and understood that the duty to make or cause to be made the disclosures herein is that of the Developer and not that of the Trustee or the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the Developer as an accommodation to assist it in monitoring the occurrence of such event but is under no obligation to investigate whether any such event has occurred. As used above, “actual knowledge” means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Participating Underwriter, the Issuer, the Developer or any Owner or beneficial owner of any interests in the Bonds as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

Section 5. Assumption of Reporting Obligations by Developers.

The Developer shall cause each Person, who, through assignment, assumes the obligations, requirements or covenants to construct one or more of the Improvement Area #3 Improvements or Additional Improvements to assume and comply with the disclosure obligations of the Developer under this Disclosure Agreement. The Developer shall deliver to the Dissemination Agent, Administrator and the Issuer, a written acknowledgement and assumption from each Person who assumes the obligations, requirements or covenants to construct one or more of the Improvement Area #3 Improvements or Additional Improvements, in substantially the form attached as Exhibit E (the “Developer Acknowledgment”), acknowledging and assuming its obligations under this Disclosure Agreement. Pursuant to Section 4(a)(ix) above, the Developer shall direct the Dissemination Agent to file a copy of each Developer Acknowledgment with the MSRB, in accordance with Sections 4(c) and 4(e) above. Upon any such transfer to a Person, and such Person’s delivery of written acknowledgement of assumption of Developer’s obligations under this Disclosure Agreement as to the property transferred, the Developer shall have no further obligation or liability for disclosures or other responsibilities under this Disclosure Agreement as to the property transferred or the obligations assigned. Notwithstanding anything to the contrary elsewhere herein, after such transfer of ownership, the Developer shall not be liable for the acts or

omissions of such Person arising from or in connection with such disclosure obligations under this Disclosure Agreement. Additionally, for the avoidance of doubt, the Developer shall require that any Person comply with obligations of this Section 5 with respect to any subsequent transfers by such Person to any individual or entity meeting the definition of a “Developer” in the future.

**Section 6. Assumption of Reporting Obligations by Significant Homebuilders.**

If a Single-Family Homebuilder or Condominium Homebuilder acquires ownership of real property in Improvement Area #3 resulting in such Single-Family Homebuilder or Condominium Homebuilder becoming a Significant Homebuilder, the Developer shall cause such Significant Homebuilder to comply with the Developer’s disclosure obligations under Section 3(d)(iv) and 4(b) hereof, with respect to such acquired real property until such party’s disclosure obligations terminate pursuant to Section 7 of this Disclosure Agreement; provided, however, a Significant Homebuilder who is also a Developer shall be required to provide the disclosure information required by Sections 3 and 4(a), as applicable, pursuant to Section 5 above. The Developer shall deliver to the Dissemination Agent, Administrator and the Issuer, a written acknowledgement from each Significant Homebuilder, in substantially the form attached as Exhibit F (the “Significant Homebuilder Acknowledgment”), acknowledging and assuming its obligations under this Disclosure Agreement. Pursuant to Sections 4(a)(ix) and 4(b)(vi) above, the Developer or Significant Homebuilder, as applicable, shall direct the Dissemination Agent to file a copy of the Significant Homebuilder Acknowledgment with the MSRB, in accordance with Sections 4(c) and 4(e) above. Upon any such transfer to a Significant Homebuilder, and such Significant Homebuilder’s delivery of written acknowledgement of assumption of Developer’s obligations under this Disclosure Agreement as to the property transferred, the Developer shall have no further obligation or liability for disclosures or other responsibilities under this Disclosure Agreement as to the property transferred or the obligations assigned. Notwithstanding anything to the contrary elsewhere herein, after such transfer of ownership, the Developer shall not be liable for the acts or omissions of such Significant Homebuilder arising from or in connection with such disclosure obligations under this Disclosure Agreement.

**Section 7. Termination of Reporting Obligations.**

(a) The reporting obligations of the Developer under this Disclosure Agreement shall terminate upon the earlier of (i) the date when none of the Bonds remain Outstanding or (ii) the date when (A) all of the Improvement Area #3 Improvements and Additional Improvements within Improvement Area #3 are complete, (B) the Developer no longer owns at least ten percent (10%)<sup>3</sup> of the single-family residential lots (proposed or actual) within Improvement Area #3, and (C) the Developer no longer owns at least ten percent (10%)<sup>4</sup> of the condominium lots (proposed or actual) within Improvement Area #3, as of the applicable Quarterly Ending Date.

(b) The reporting obligations of a Significant Homebuilder, if any, under this Disclosure Agreement shall terminate upon the earlier of when (i) none of the Bonds remain

<sup>3</sup> At closing of the Bonds, based on the 2023 Amended and Restated Service and Assessment Plan, ten percent (10%) of the total single-family residential lots (proposed or actual) within Improvement Area #3 of the District is equal to approximately thirty (30) lots.

<sup>4</sup> At closing of the Bonds, based on the 2023 Amended and Restated Service and Assessment Plan, ten percent (10%) of the total condominium lots (proposed or actual) within Improvement Area #3 of the District is equal to approximately thirty (10) lots.

Outstanding, or (ii) the Significant Homebuilder no longer owns at least five percent (5%)<sup>5</sup> of the single-family residential lots and at least five percent (5%)<sup>6</sup> of the condominium lots, as applicable, within Improvement Area #3, as of the applicable Quarterly Ending Date.

(c) Upon receipt of written notice from a Reporting Party or the Dissemination Agent that the reporting obligations of a Reporting Party have terminated in accordance with subsection (a) or (b) of this Section 7, the Administrator shall provide written notice to the applicable Reporting Party, the Participating Underwriter, the Issuer, and the Dissemination Agent in substantially the form attached as Exhibit C, thereby, terminating such Reporting Party's reporting obligations under this Disclosure Agreement (the "Termination Notice"). If such Termination Notice with respect to a Reporting Party occurs while any of the Bonds remain Outstanding, the Administrator shall immediately provide, or cause to be provided, the Termination Notice to the Dissemination Agent, and the Dissemination Agent shall provide such Termination Notice to the MSRB, the Issuer, the Trustee, the applicable Reporting Party and the Participating Underwriter on or before the next succeeding Quarterly Filing Date.

(d) The obligations of the Administrator and the Dissemination Agent under this Disclosure Agreement shall terminate upon, the earlier of (i) the date when none of the Bonds remain Outstanding, or (ii) termination of all Reporting Parties' reporting obligations in accordance with subsection (a) or (b) of this Section 7 and any Termination Notice required by subsection (c) of this Section 7 has been provided to the MSRB, the Issuer, the Trustee, the Dissemination Agent, the Reporting Parties, and the Participating Underwriter, as applicable.

Section 8. Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be UMB Bank, N.A. The Issuer may, from time to time, appoint or engage a successor Dissemination Agent to assist the Developer, any Person that has executed a Developer Acknowledgement pursuant to Section 5 hereof or any Significant Homebuilder that has executed a Significant Homebuilder Acknowledgment pursuant to Section 6 hereof in carrying out their obligations under this Disclosure Agreement, and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign at any time with sixty (60) days' notice to the Issuer, the Developer and the Administrator; provided, however, that if the Dissemination Agent is serving in the same capacity under the Disclosure Agreement of Issuer, the Dissemination Agent shall resign under the Disclosure Agreement of Issuer simultaneously with its resignation hereunder; provided, further, that if the Issuer is the Dissemination Agent, the Issuer may not resign without first appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. Pursuant to the Disclosure Agreement of Issuer, the Issuer has agreed to provide written notice to each of the Developer, any Person that has executed a Developer Acknowledgement pursuant to Section 5 hereof or any Significant Homebuilder that has executed a Significant Homebuilder Acknowledgment pursuant to Section 6 hereof of any change in the identity of the Dissemination Agent.

<sup>5</sup> At closing of the Bonds, based on the 2023 Amended and Restated Service and Assessment Plan, five percent (5%) of the total single-family residential lots within Improvement Area #3 of the District is currently equal to approximately fifteen (15) lots.

<sup>6</sup> At closing of the Bonds, based on the 2023 Amended and Restated Service and Assessment Plan, five percent (5%) of the total condominium lots within Improvement Area #3 of the District is currently equal to approximately fifteen (5) lots.

Section 9. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Developer, the Administrator and the Dissemination Agent may jointly amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any amendment so requested by the Developer or Administrator), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Section 3 or 4, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Developer or any Significant Homebuilder, or the type of business conducted; and

(b) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the Bonds. No amendment which adversely affects the Dissemination Agent or the Issuer may be made without the respective party's prior written consent (which consent will not be unreasonably withheld or delayed).

(c) In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Administrator shall describe such amendment in the next related Quarterly Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type of financial information or operating data being presented by the Developer. The Developer shall provide, or cause to be provided, at its cost and expense, an executed copy of any amendment or waiver entered into under this Section 9 to the Issuer, the Administrator, the Dissemination Agent, and the Participating Underwriter.

Section 10. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Developer or any Significant Homebuilder from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in addition to that which is required by this Disclosure Agreement. If the Developer or Significant Homebuilder chooses to include any information in any Quarterly Report or notice of occurrence of a Developer Listed Event or Significant Homebuilder Listed Event, as applicable, in addition to that which is specifically required by this Disclosure Agreement, the Developer or the Significant Homebuilder, as applicable, shall have no obligation under this Disclosure Agreement to update such information or include it in any future Quarterly Report or notice of occurrence of a Developer Listed Event or Significant Homebuilder Listed Event.

Section 11. Content of Disclosures. In all cases, the Developer or Significant Homebuilder, as applicable, shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures, whether provided under Section 3, 4 or 10 of this Disclosure Agreement.

Section 12. Default. In the event of a failure of the Developer, any Significant Homebuilder or the Administrator to comply with any provision of this Disclosure Agreement, the Dissemination Agent or any Owner or beneficial owner of the Bonds may, and the Trustee (at the request of any Participating Underwriter or the Owners of at least twenty-five percent (25%)

aggregate principal amount of Outstanding Bonds and upon being indemnified to its satisfaction) shall, take such actions as may be necessary and appropriate to cause the Developer, Significant Homebuilder and/or the Administrator to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture with respect to the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the Developer, Significant Homebuilder or the Administrator to comply with this Disclosure Agreement shall be an action to mandamus or specific performance. A default under this Disclosure Agreement by the Developer, or any Significant Homebuilder, as applicable, shall not be deemed a default under the Disclosure Agreement of Issuer by the Issuer, and a default under the Disclosure Agreement of Issuer by the Issuer shall not be deemed a default under this Disclosure Agreement by the Developer, any Significant Homebuilder or the Administrator. Additionally, a default by the Developer of its obligations under this Disclosure Agreement shall not be deemed a default by any Significant Homebuilder of such Significant Homebuilder's obligations under this Disclosure Agreement; and, likewise, a default by any Significant Homebuilder of such Significant Homebuilder's obligations under this Disclosure Agreement shall not be deemed a default of the Developer of the Developer's obligations under this Disclosure Agreement.

Section 13. Duties, Immunities and Liabilities of Dissemination Agent and Administrator.

(a) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitation the Quarterly Report) prepared by the Developer, Significant Homebuilder and/or the Administrator pursuant to this Disclosure Agreement. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. The Developer agrees to hold harmless the Dissemination Agent, its officers, directors, employees and agents against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Developer under this Section shall survive resignation or removal of the Dissemination Agent and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an "obligated person" under the Rule. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Dissemination Agent shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Dissemination Agent hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Dissemination Agent and believed to be genuine and to have been signed or presented by the proper party or parties.

(b) Except as otherwise provided herein, the Administrator shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Administrator shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. The Developer agrees to hold harmless the Administrator, its officers, directors, employees and

agents against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Administrator's breach, negligence or willful misconduct. The obligations of the Developer under this Section shall survive resignation or removal of the Administrator and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Administrator is an "obligated person" under the Rule. The Administrator is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Administrator hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

(c) The Dissemination Agent or the Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Dissemination Agent and Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR OR THE DEVELOPER, OR ANY SIGNIFICANT HOMEBUILDER BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY ANY OTHER PARTY TO THIS DISCLOSURE AGREEMENT OR A SIGNIFICANT HOMEBUILDER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. THE DISSEMINATION AGENT AND THE ADMINISTRATOR ARE UNDER NO OBLIGATION NOR ARE THEY REQUIRED TO BRING SUCH AN ACTION.

Section 14. No Personal Liability. No covenant, stipulation, obligation or agreement of the Developer, any Significant Homebuilder, the Administrator or the Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future officer, agent or employee of the Developer, any Significant Homebuilder, the Administrator or Dissemination Agent in other than that person's official capacity.

Section 15. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part

thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 16. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Developer, the Administrator, the Dissemination Agent, the Issuer, the Participating Underwriter, and the Owners and the beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity. Nothing in this Disclosure Agreement is intended or shall act to disclaim, waive or otherwise limit the duties of the Issuer under federal and state securities laws.

Section 17. Dissemination Agent Compensation. The fees and expenses incurred by the Dissemination Agent for its services rendered in accordance with this Disclosure Agreement constitute Annual Collection Costs and will be included in the Annual Installments as provided in the annual updates to the 2023 Amended and Restated Service and Assessment Plan. The Issuer shall pay or reimburse the Dissemination Agent, but only with funds to be provided from the Annual Collection Costs component of the Annual Installments collected from the property owners in Improvement Area #3, for the fees and expenses for its services rendered in accordance with this Disclosure Agreement.

Section 18. Administrator Compensation. The fees and expenses incurred by the Administrator for its services rendered in accordance with this Disclosure Agreement constitute Annual Collection Costs and will be included in the Annual Installments as provided in the annual updates to the 2023 Amended and Restated Service and Assessment Plan. The Administrator has entered into a separate agreement with the Issuer, which agreement governs the administration of Improvement Area #3, including the payment of the fees and expenses of the Administrator for its services rendered in accordance with this Disclosure Agreement.

Section 19. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

Section 20. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

*[Signature pages follow.]*



UMB BANK, N.A.  
(solely in its capacity as Dissemination Agent)

By: \_\_\_\_\_  
Authorized Officer

Forestar (USA) Real Estate Group, Inc., a  
Delaware corporation  
(as Developer)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

P3WORKS, LLC  
(as Administrator)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**CITY OF MANOR, TEXAS,  
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023  
(MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT  
IMPROVEMENT AREA #3 PROJECT)**

**DEVELOPER QUARTERLY REPORT  
[INSERT QUARTERLY ENDING DATE]**

Delivery Date: , 20 \_\_\_\_\_  
 CUSIP Numbers: [Insert CUSIP Numbers]  
 DISSEMINATION AGENT

Name: UMB Bank, N.A.  
 Address:  
 City:  
 Telephone: ( ) -  
 Contact Person: Attn:

**QUARTERLY INFORMATION**

**TABLE 3(d)(i)**

IMPROVEMENT AREA #3 OVERVIEW (as of [Insert Quarterly Ending Date])					
NUMBER OF SINGLE-FAMILY PARCELS, ACREAGE OF SUCH PARCELS AND NUMBER OF PLATTED SINGLE-FAMILY LOTS, CONDOMINIUM PARCELS, ACREAGE OF SUCH PARCELS AND NUMBER OF CONDOMINIUM LOTS, IN IMPROVEMENT AREA #3 SUBJECT TO ASSESSMENTS:					
	Improvement Area #3 <sup>(1)</sup>		Original 2023 Amended and Restated Service and Assessment Plan <sup>(2)</sup>		Explanation as to any change in Lots/Parcels from Original 2023 Amended and Restated Service and Assessment Plan
Single-Family					
Total SF Parcels/Acres					
Lot Type	-		-		
50' Lot					
55' Lot					
60' Lot					
[Future SF]					
Total SF Lots:					
Condominium					
Total Condo Parcels/Acres					
Condo Lot					
[Future Condo]					
Total Condo Lots:					

<sup>(1)</sup> Single-family lots represent the number of platted single-family lots in Improvement Area #3 and condominium lots represent the number of condominium lots in Improvement Area #3, as of [Insert Quarterly Ending Date].

- (2) Single-family lots represent the number of planned single-family lots and condominium lots represent the number of planned condominium lots included in Exhibit O of the original 2023 Amended and Restated Service and Assessment Plan.

**TABLE 3(d)(ii)**

DEVELOPER COMPOSITION (as of <i>[Insert Quarterly Ending Date]</i> ) OF IMPROVEMENT AREA #3		
Landowner Composition	Number of Actual Lots Owned	Percentage of Total Actual Lots
<b>Developer Owned</b>		
50' Lot		
55' Lot		
60' Lot		
[Future SF]		
<i>Total Developer Owned SF Lots:</i>		
Condominium		
[Future Condo]		
<i>Total Developer Owned Condo Lots:</i>		
<b>[SF Homebuilder] Owned<sup>(1)</sup></b>		
50' Lot		
55' Lot		
60' Lot		
[Future SF]		
<i>Total SF Homebuilder Owned SF Lots:</i>		
<b>[Condo Homebuilder] Owned</b>		
Condominium		
[Future Condo]		
<i>Total Condo Homebuilder Owned Condo Lots:</i>		
<b>End-User Owned</b>		
50' Lot		
55' Lot		
60' Lot		
[Future SF]		
<i>Total End-User Owned SF Lots:</i>		
Condominium		
[Future Condo]		

<i>Total End-User Owned Condo Lots:</i>		
<i>Total Development:</i>		

<sup>(1)</sup> Add additional rows for each Single-Family Homebuilder.

[Remainder of page intentionally left blank]

FOR EACH PARCEL DESIGNATED AS SINGLE-FAMILY RESIDENTIAL AND CONDOMINIUM:

**TABLE 3(d)(iii)**

DEVELOPER ABSORPTION STATISTICS FOR SINGLE-FAMILY RESIDENTIAL AND CONDOMINIUMS IN IMPROVEMENT AREA #3											
	Q__ 20	Q__ 20	Q__ 20	Q__ 20	Q__ 20	Q__ 20	Q__ 20	Q__ 20	Q__ 20	Q__ 20	Q__ 20
# of platted SF lots: <ul style="list-style-type: none"> <li>• 50'</li> <li>• 55'</li> <li>• 60'</li> <li>• [Future SF]</li> </ul> <b>TOTAL</b>											
# of SF lots under contract with SF Homebuilders: <ul style="list-style-type: none"> <li>• [SF Homebuilder] <ul style="list-style-type: none"> <li>○ 50'</li> <li>○ 55'</li> <li>○ 60'</li> <li>○ [Future SF]</li> </ul> </li> </ul> <b>Subtotal</b> <ul style="list-style-type: none"> <li>• [SF Homebuilder] <ul style="list-style-type: none"> <li>○ 50'</li> <li>○ 55'</li> <li>○ 60'</li> <li>○ [Future SF]</li> </ul> </li> </ul> <b>Subtotal</b> <ul style="list-style-type: none"> <li>• [SF Homebuilder] <ul style="list-style-type: none"> <li>○ 50'</li> <li>○ 55'</li> <li>○ 60'</li> <li>○ [Future SF]</li> </ul> </li> </ul> <b>Subtotal</b> <b>TOTAL</b>											
# of SF lots closed with SF Homebuilders: <ul style="list-style-type: none"> <li>• [SF Homebuilder] <ul style="list-style-type: none"> <li>○ 50'</li> <li>○ 55'</li> <li>○ 60'</li> <li>○ [Future SF]</li> </ul> </li> </ul> <b>Subtotal</b>											
<ul style="list-style-type: none"> <li>• [SF Homebuilder] <ul style="list-style-type: none"> <li>○ 50'</li> <li>○ 55'</li> <li>○ 60'</li> <li>○ [Future SF]</li> </ul> </li> </ul> <b>Subtotal</b>											
<ul style="list-style-type: none"> <li>• [SF Homebuilder] <ul style="list-style-type: none"> <li>○ 50'</li> <li>○ 55'</li> <li>○ 60'</li> <li>○ [Future SF]</li> </ul> </li> </ul> <b>Subtotal</b> <b>TOTAL</b>											



# of platted Condo lots: • Condo • [Future Condo] <b>TOTAL</b>											
# of Condo lots under contract with Condo Homebuilder: • [Homebuilder] ○ Condo ○ [Future Condo] <b>TOTAL</b>											
# of Condo lots closed with Condo Homebuilders: • [Condo Homebuilder] ○ Condo ○ [Future Condo] <b>TOTAL</b>											

**TABLE 3(d)(iv)**

[Single-Family Homebuilder] AND STATISTICS FOR SINGLE-FAMILY RESIDENTIAL LOTS IN IMPROVEMENT AREA #3 <sup>(1)</sup>								
	Q__ 20	Q__ 20	Q__ 20	Q__ 20	Q__ 20	Q__ 20	Q__ 20	Q__ 20
# of SF homes under construction: <ul style="list-style-type: none"> <li>• 50'</li> <li>• 55'</li> <li>• 60'</li> <li>• [Future SF]</li> </ul> <b>TOTAL</b>								
# of completed SF homes NOT under contract with end-user: <ul style="list-style-type: none"> <li>• 50'</li> <li>• 55'</li> <li>• 60'</li> <li>• [Future SF]</li> </ul> <b>TOTAL</b>								
# of SF homes under contract with end-user: <ul style="list-style-type: none"> <li>• 50'</li> <li>• 55'</li> <li>• 60'</li> <li>• [Future SF]</li> </ul> <b>TOTAL</b>								
# of SF homes delivered to end-users: <ul style="list-style-type: none"> <li>• 50'</li> <li>• 55'</li> <li>• 60'</li> <li>• [Future SF]</li> </ul> <b>TOTAL</b>								
Average home prices of homes delivered to end-users: <ul style="list-style-type: none"> <li>• 50'</li> <li>• 55'</li> <li>• 60'</li> <li>• [Future SF]</li> <li>• Average</li> </ul>								

<sup>(1)</sup> Additional tables to be added for each Homebuilder

The estimated date of completion of all homes to be constructed by [Single-Family Homebuilder] is \_\_\_\_\_, \_\_\_\_.

The estimated date of completion of all homes to be constructed by [Single-Family Homebuilder] is \_\_\_\_\_, \_\_\_\_.

The estimated date of completion of all homes to be constructed by [Single-Family Homebuilder] is \_\_\_\_\_, \_\_\_\_.

[Remainder of page intentionally left blank]

**TABLE 3(d)(v)**

<i>[Condominium Homebuilder]</i> ABSORPTION STATISTICS FOR CONDOMINIUM LOTS IN IMPROVEMENT AREA #3 <sup>(1)</sup>								
	<u>Q</u> <b>20</b>	<u>Q</u> <b>20</b>	<u>Q</u> <b>20</b>	<u>Q</u> <b>20</b>	<u>Q</u> <b>20</b>	<u>Q</u> <b>20</b>	<u>Q</u> <b>20</b>	<u>Q</u> <b>20</b>
# of condos under construction: <ul style="list-style-type: none"> <li>• Condo lot</li> <li>• [Future condo]</li> </ul> <b>TOTAL</b>								
# of completed condos NOT under contract with end-user: <ul style="list-style-type: none"> <li>• Condo lot</li> <li>• [Future Condo]</li> </ul> <b>TOTAL</b>								
# of condos homes under contract with end-user: <ul style="list-style-type: none"> <li>• Condo lot</li> <li>• [Future Condo]</li> </ul> <b>TOTAL</b>								
# of condos delivered to end-users: <ul style="list-style-type: none"> <li>• Condo lot</li> <li>• [Future condo]</li> </ul> <b>TOTAL</b>								
Average condo prices of condos delivered to end-users: <ul style="list-style-type: none"> <li>• Condo lot</li> <li>• [Future condo]</li> <li>• Average</li> </ul>								

<sup>(1)</sup> Additional tables to be added for each CondominiumHomebuilder

The estimated date of completion of all homes to be constructed by *[Condominium Homebuilder]* is \_\_\_\_\_, \_\_\_\_.

STATUS OF DEVELOPMENT IN IMPROVEMENT AREA #3:

**TABLE 3(d)(vi)**

PERMITS/APPROVALS	
Change or Determination to Permit/Approval	Description of the Change to the Land Use Plan

**TABLE 3(d)(vii)**

OCCURRENCE OF ANY NEW OR MODIFIED MORTGAGE DEBT				
Borrower	Lender	Amount	Interest Rate	Terms of Repayment

[Remainder of page intentionally left blank]



STATUS OF IMPROVEMENT AREA #3 IMPROVEMENTS:

**TABLE 3(d)(viii)**

IMPROVEMENT AREA #3 IMPROVEMENTS BUDGET AND TIMELINE OVERVIEW					
	Budgeted Costs	Actual costs of the Improvement Area #3 Improvements drawn from IA#3 Improvements Account, as of [ <i>Insert Quarterly Ending Date</i> ]	Actual Costs financed with sources other than Bond proceeds as of [ <i>Insert Quarterly Ending Date</i> ]	Forecast Completion Date	Actual Issuer Acceptance Date
Total costs required to complete Improvement Area #3 Projects:					
Improvements:					
• Water	\$ _____	\$ _____	\$ _____	_____	_____
• Wastewater	\$ _____	\$ _____	\$ _____	_____	_____
• Drainage	\$ _____	\$ _____	\$ _____	_____	_____
• Roadway	\$ _____	\$ _____	\$ _____	_____	_____
• Trails	\$ _____	\$ _____	\$ _____	_____	_____
• Soft Costs	\$ _____	\$ _____	\$ _____	_____	_____

Narrative update on construction milestones for Improvement Area #3 Improvements and Additional Improvements since last Quarterly Report:

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**STATUS OF IMPROVEMENT AREA #3 PROJECTS AND ADDITIONAL IMPROVEMENTS:  
TABLE 3(e)(i)**

ADDITIONAL IMPROVEMENTS BUDGET AND TIMELINE OVERVIEW					
	Budgeted Costs	Expected or Actual Construction Start date	Actual Costs spent as of <i>[Insert Quarterly Ending Date]</i>	Forecast or Actual Completion Date	Actual Issuer Acceptance Date
Total costs required to complete Additional Improvements: <ul style="list-style-type: none"> <li>• HOA Amenities</li> <li>• Parkland Improvements</li> </ul>	\$ _____ \$ _____	_____ _____	\$ _____ \$ _____	_____ _____	_____ _____

Narrative update on construction milestones for Additional Improvements since last Quarterly Report:

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**EXHIBIT B**

**NOTICE TO MSRB OF FAILURE TO  
[PROVIDE QUARTERLY INFORMATION] [FILE QUARTERLY REPORT]**

[DATE]

Name of Issuer: City of Manor, Texas  
Name of Bond Issue: Special Assessment Revenue Bonds, Series 2023 (Manor Heights Public Improvement District Improvement Area #3 Project) (the “Bonds”)  
CUSIP Numbers: [insert CUSIP Numbers]  
Date of Delivery: \_\_\_\_\_, 20\_\_  
SECTION 1.

NOTICE IS HEREBY GIVEN that \_\_\_\_\_, a \_\_\_\_\_ (the [“Developer<sup>1</sup>”] [“Significant Homebuilder”]) has not provided the [Quarterly Information] [Quarterly Report] for the period ending on [Insert Quarterly Ending Date] with respect to the Bonds as required by the Continuing Disclosure Agreement of Developer dated as of \_\_\_\_\_ 1, 2023, by and among Forestar (USA) Real Estate Group, Inc., a Delaware corporation (the “Developer”), P3Works, LLC, as the “Administrator” and UMB Bank, N.A., as the “Dissemination Agent.” The [Developer] [“Significant Homebuilder”] anticipates that the [Quarterly Information] [Quarterly Report] will be [provided] [filed] by \_\_\_\_\_.

[NOTICE IS HEREBY GIVEN that [Quarterly Information][the Quarterly Report] for the period ending on [Insert Quarterly Ending Date] with respect to the Bonds as required by the Continuing Disclosure Agreement of the Developer dated as of [\_\_\_\_\_] 1, 2023, by and among Forestar (USA) Real Estate Group, Inc. (the “Developer”), P3Works, LLC (the “Administrator”), and UMB Bank, N.A., Austin, Texas (acting solely in its capacity as dissemination agent (the “Dissemination Agent”) was not filed in a timely manner due to [\_\_\_\_\_] [\_\_\_\_\_] a \_\_\_\_\_ (the [“Developer”][“Significant Homebuilder”]) anticipates that the [Quarterly Information][Quarterly Report] will be [provided][filed] by \_\_\_\_\_.][The [Quarterly Information][Quarterly Report] was filed on [\_\_\_\_\_.]]

Dated: \_\_\_\_\_

UMB Bank, N.A.  
on behalf of the Developer  
(acting solely in its capacity as  
Dissemination Agent)

<sup>1</sup> If applicable, replace with applicable successor(s)/assign(s).



By: \_\_\_\_\_

Title: \_\_\_\_\_

cc: City of Manor, Texas

**EXHIBIT C**

**TERMINATION NOTICE**

[DATE]

Name of Issuer: City of Manor, Texas  
Name of Bond Issue: Special Assessment Revenue Bonds, Series 2023 (Manor Heights Public Improvement District Improvement Area #3 Project) (the “Bonds”)  
CUSIP Numbers. [insert CUSIP Numbers]  
Date of Delivery: \_\_\_\_\_, 20\_\_  
FMSbonds, Inc. UMB Bank, N.A.  
5 Cowboys Way, Suite 300-25  
Frisco, Texas 75034  
City of Manor, Texas Forestar (USA) Real Estate Group, Inc.  
105 E. Eggleston Street  
Manor, Texas 78653

NOTICE IS HEREBY GIVEN that that \_\_\_\_\_,  
a \_\_\_\_\_ (the [“Developer<sup>8</sup>”] [“Significant Homebuilder”]) is no longer responsible for providing [any Quarterly Information] [the Quarterly Report] with respect to the Bonds, thereby, terminating such party’s reporting obligations under the Continuing Disclosure Agreement of Developer dated as of \_\_\_\_\_ 1, 2023, by and among Forestar (USA) Real Estate Group, Inc., a Delaware corporation (the “Developer”), P3Works, LLC, as the “Administrator” and UMB Bank, N.A., as the “Dissemination Agent.”

Dated: \_\_\_\_\_

P3Works, LLC  
on behalf of the Developer  
(solely in its capacity as Administrator)

By: \_\_\_\_\_

Title: \_\_\_\_\_

<sup>8</sup> If applicable, replace with applicable successor(s)/assign(s).

**EXHIBIT D**

**CERTIFICATION LETTER**

[DATE]

Name of Issuer: City of Manor, Texas  
 Name of Bond Issue: Special Assessment Revenue Bonds, Series 2023 (Manor Heights Public Improvement District Improvement Area #3 Project) (the “Bonds”)  
 CUSIP Numbers. [insert CUSIP Numbers]  
 Date of Delivery: \_\_\_\_\_, 20\_\_  
 Re: Quarterly Report for Manor Heights Public Improvement District - Improvement Area #3

To whom it may concern:

Pursuant to the Continuing Disclosure Agreement of Developer dated as of \_\_\_\_\_ 1, 2023 by and among Forestar (USA) Real Estate Group, Inc.<sup>1</sup> (the “Developer”), P3Works, LLC, as the “Administrator”, and UMB Bank, N.A., as the “Dissemination Agent,” this letter constitutes the certificate stating that the Quarterly Information, provided by [Developer] [\_\_\_\_\_, as a “Significant Homebuilder”], contained in this Quarterly Report herein submitted by the Administrator, on behalf of the [Developer] [Significant Homebuilder], constitutes the [portion of the] Quarterly Report required to be furnished by the [Developer][Significant Homebuilder], Any and all Quarterly Information, provided by the [Developer][Significant Homebuilder], contained in this Quarterly Report for the three month period ending on [Insert Quarterly Ending Date], to the best of my knowledge, is true and correct, as of [insert date].

Please do not hesitate to contact our office if you have and questions or comments.

FORESTAR (USA) REAL ESTATE GROUP,  
 INC., a Delaware corporation  
 (as Developer)

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

OR

[SIGNIFICANT HOMEBUILDER  
 (as Significant Homebuilder)

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<sup>1</sup> 1 If applicable, replace with applicable successor(s)/assign(s).

By: \_\_\_\_\_  
Title: \_\_\_\_\_]

**EXHIBIT E**

**FORM OF ACKNOWLEDGEMENT OF ASSIGNMENT  
OF DEVELOPER REPORTING OBLIGATIONS**

[DATE]

[INSERT ASSIGNEE CONTACT INFORMATION]

**Re: Manor Heights Public Improvement District Improvement Area #3 - Continuing Disclosure Obligation**

Dear \_\_\_\_\_,

Per [*Insert name of applicable agreement*], as of, 20\_\_, you have been assigned and have assumed the obligations, requirements or covenants to construct one or more of the Improvement Area #3 Improvements or Additional Improvements (as those terms are defined in the Disclosure Agreement of Developer) within Improvement Area #3 of the Manor Heights Public Improvement District (the “District”).

Pursuant to Section 2 of the Continuing Disclosure Agreement of Developer dated as of \_\_\_\_\_ 1, 2023 (the “Disclosure Agreement of Developer”) by and among Forestar (USA) Real Estate Group, Inc. (the “Developer”), P3Works, LLC (the “Administrator”), and UMB Bank, N.A. (the “Dissemination Agent”) with respect to the “City of Manor, Texas, Special Assessment Revenue Bonds, Series 2023 (Manor Heights Public Improvement District Improvement Area #3 Project),” any person that, through assignment, assumes the obligations, requirements or covenants to construct one or more of the [Improvement Area #3 Improvements] or [Additional Improvements] within Improvement Area #3 of the District is defined as a Developer.

As a Developer, pursuant to Section 6 of the Disclosure Agreement of Developer, you acknowledge and assume the reporting obligations of the Disclosure Agreement of Developer for the property which is owned as detailed in the Disclosure Agreement of Developer, which is included herewith.

Sincerely,

FORESTAR (USA) REAL ESTATE GROUP, INC.,  
a Delaware corporation (as Developer)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Acknowledged by:

**[INSERT ASSIGNEE NAME]**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT F**

**FORM OF ACKNOWLEDGEMENT OF ASSIGNMENT  
OF SIGNIFICANT HOMEBUILDER REPORTING OBLIGATIONS**

[DATE]

[INSERT ASSIGNEE CONTACT INFORMATION]

**Re: Manor Heights Public Improvement District Improvement Area #3 - Continuing Disclosure Obligation**

Dear \_\_\_\_\_,

As of, 20 \_\_\_\_\_, you own [ ] lots within Improvement Area #3 of the Manor Heights Public Improvement District (the “District”), which is equal to approximately \_\_\_\_\_% of the [single-family residential] [condominium] lots within Improvement Area #3 of the District.

Pursuant to Section 2 of the Continuing Disclosure Agreement of Developer dated as of \_\_\_\_\_ 1, 2023, (the “Disclosure Agreement of Developer”) by and among Forestar (USA) Real Estate Group, Inc. (the “Developer”), P3Works, LLC (the “Administrator”), and UMB Bank, N.A. (the “Dissemination Agent”) with respect to the “City of Manor, Texas, Special Assessment Revenue Bonds, Series 2023 (Manor Heights Public Improvement District Improvement Area #3 Project),” any person or entity that owns [fifteen (15) or more of the single-family residential lots] [five (5) or more condominium lots] within Improvement Area #3 of the District is defined as a Significant Homebuilder.

As a Significant Homebuilder, pursuant to Section 6 of the Disclosure Agreement of Developer, you acknowledge and assume the reporting obligations under Sections 3(d)(iv) and 4(b) of the Disclosure Agreement of Developer for the property described in Attachment I hereto, as further detailed in the Disclosure Agreement of Developer, which is included herewith.

Sincerely,

FORESTAR (USA) REAL ESTATE GROUP, INC.,  
a Delaware corporation (as Developer)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged by:

**[INSERT ASSIGNEE NAME]**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTACHMENT I TO EXHIBIT F**

[Insert legal description of relevant lots]

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APPENDIX F  
FINANCING AND REIMBURSEMENT AGREEMENT

MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT  
FINANCING AND REIMBURSEMENT AGREEMENT

BETWEEN

FORESTAR (USA) REAL ESTATE GROUP, INC., A DELAWARE CORPORATION

AND

CITY OF MANOR, TEXAS

**MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT  
FINANCING AND REIMBURSEMENT AGREEMENT**

This Manor Heights Public Improvement District Financing and Reimbursement Agreement (this “**Agreement**”), dated as of April 21, 2021 (the “**Effective Date**”), is entered into between Forestar (USA) Real Estate Group, Inc., a Delaware corporation (including any Designated Successors and Assigns, the “**Owner**”), and the City of Manor, Texas (the “**City**”), acting by and through each’s duly authorized representative. The Consenting Party and the Owner and the City are sometimes collectively referenced in this Agreement as the “**Parties**”, or, each individually, as the “**Party**”. Capitalized terms not defined herein shall have the meanings ascribed thereto in Exhibit “A”, attached hereto.

Recitals:

WHEREAS, Owner, RHOF, LLC, a Texas limited liability company (“**RHOF**”) and Continental Homes of Texas, L.P., a Texas limited partnership (“**Horton**”) own a total of approximately 602 acres of land located within the City (the “**Property**”), which Property is more particularly described in Exhibit “B”, attached hereto;

WHEREAS, RHOF, Sky Village Kimbro Estates, LLC, and the City entered into a Development Agreement, effective November 7, 2018, which was amended by that certain First Amendment dated November 6, 2019 and that certain Second Amendment dated October 21, 2020 (as may be amended further, the “**Development Agreement**”) pertaining to development matters with respect to the Property;

WHEREAS, it is intended that the Property will be developed as a primarily residential development with approximately 24 acres intended to be developed for commercial use, in accordance with the Development Agreement, Ordinance No.481 which established the zoning for Manor Heights South, and the Planned Unit Development Zoning (as may be further amended, the “**PUD**”), adopted by the City Council of the City (the “**City Council**”) pursuant to Ordinance No. 534 on November 14, 2018 (the “**Project**”);

WHEREAS, the City Council authorized the formation of the Manor Heights Public Improvement District (as amended, the “**District**”) pursuant to a Resolution adopted by the City Council on November 7, 2018, in accordance with Chapter 372 of the Texas Local Government Code (the “**PID Act**”);

WHEREAS, the City Council authorized additional land to be added to the boundaries of the District pursuant to a Resolution No. 2020-11 adopted by the City Council on October 7, 2020.

WHEREAS, pursuant to a Resolution adopted by City Council on March 17, 2021, Owner and the City entered into that certain Manor Heights Public Improvement District Acquisition and Reimbursement Agreement (Improvement Area #1 and Improvement Area #2) as authorized by Section 372.023(d)(1) of the Act (the “**IA Acquisition and Reimbursement Agreement**”);

WHEREAS, pursuant to a Resolution adopted by City Council on April 21, 2021, Owner and the City entered into that certain Manor Heights Public Improvement District Acquisition and Reimbursement Agreement (Major Improvement Area) as authorized by Section 372.023(d)(1) of the Act (the “Major Acquisition and Reimbursement Agreement”);

WHEREAS, pursuant to the terms of this Agreement, the City has agreed to allow financing of certain Authorized Improvements conferring special benefits to the Property via a public improvement district;

WHEREAS, the Owner intends to construct certain Authorized Improvements over time to serve property located in the District (or portions thereof) and cause ownership of those improvements to vest with the City in accordance with the terms and provisions of this Agreement;

WHEREAS, the City intends to construct the Wastewater Facilities with a combination of proceeds from the PID Bonds and other funds provided by the Owner;

WHEREAS, from the proceeds of the PID Bonds, the City will, upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement, acquire those certain Authorized Improvements provided for in this Agreement and the Owner will be paid or repaid or reimbursed for the costs of acquisition, construction and improvement of the Segments that are completed from time to time and operative, subject to the terms and limitations set forth herein;

WHEREAS, the City intends to (upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement) adopt the Service and Assessment Plan, approve the Assessment Ordinance and levy Assessments on all or a portion of the property located within the District and issue bonds in one or more series for payment of costs associated with construction and/or acquisition of the Authorized Improvements included in the Service and Assessment Plan, as such plan may be amended from time to time; and

WHEREAS, the City has determined that it is in its best interests to build a portion of the Authorized Improvements (e.g. the Wastewater Facilities) and to contract with the Owner for the construction of the balance of the Authorized Improvements, which will result in the efficient and effective implementation of the Service and Assessment Plan.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the parties hereto agree as follows:

**ARTICLE I. SCOPE OF AGREEMENT**

This Agreement establishes provisions for the apportionment, levying, and collection of Assessments on the Property (Article II), the construction of Authorized Improvements to be acquired by the City (Article III), funding of Authorized Improvements (Article IV), the issuance of bonds for the financing of the Authorized Improvements (Article V), representation and warranties (Article VI), default and remedies (Article VII), and general provisions (Article VIII).

## ARTICLE II. APPORTIONMENT, LEVY AND COLLECTION OF ASSESSMENTS

### Section 2.01. Preliminary Matters

(a) On November 7, 2018, the City authorized the formation of the District by Resolution No. 2018-10 and on October 7, 2020, the City authorized additional land be included within the District pursuant to Resolution No. 2020-11. The District includes all of the Property.

(b) The Property is intended to be developed in phases, with the District being divided, for development planning purposes, into the Major Improvement Area (as more particularly described in Exhibit "B-1" attached hereto), Improvement Area #1 (as more particularly described in Exhibit "B-2" attached hereto) and Improvement Area #2 (as more particularly described in Exhibit "B-2" attached hereto) (the Major Improvement Area, Improvement Area #1, and Improvement Area #2 may each be referred to as an "**Improvement Area**"). The Owner intends to further divide the Major Improvement Area into two or more Improvement Areas as development progresses to the Major Improvement Area. All Authorized Improvements are intended to benefit one or more specific Improvement Areas or the entire District. It is intended that the Assessments for the Major Improvement Area, Improvement Area #1 and Improvement Area #2 will be levied concurrently. Thereafter, it is expected that PID Bonds for both the Major Improvement Area (the "**Major Improvement Area PID Bonds**") and Improvement Area #1 and Improvement Area #2 (the "**IA #1-2 PID Bonds**") will be issued. The Major Improvement Area PID Bonds will finance the Major Improvement Area's proportionate share of Actual Costs attributable to the construction of, acquisition of or reimbursement for the Major Improvements (as more particularly described in Exhibit "C-1" attached hereto). Likewise, the IA #1-2 PID Bonds will finance the Improvement Area #1 and Improvement Area #2's Actual Costs attributable to the construction of, acquisition of or reimbursement for the Improvement Area #1 Improvements (as more particularly described in Exhibit "C-1" attached hereto) and the Improvement Area #2 Improvements (as more particularly described in Exhibit "C-1" attached hereto), respectively; and the IA #1-2 PID Bonds will finance the Improvement Area #1 and Improvement Area #2's proportionate share of Actual Costs attributable to the construction of, acquisition of or reimbursement for the Major Improvements. The proportionate share of Actual Costs of Authorized Improvements will be allocated to each Improvement Area based on the benefit provided by the Authorized Improvements to that Improvement Area (as set forth in the Service and Assessment Plan) so that each Improvement Area's allocated Actual Costs will be funded by the PID Bonds issued for and secured by the Assessments on the particular Improvement Area.

(c) Parity Bonds may be issued to pay for or reimburse Owner for any Actual Costs for Authorized Improvements benefiting an Improvement Area that remain unpaid or unreimbursed after issuance of the initial PID Bonds secured by that Improvement Area.

(d) The Parties hereby acknowledge and agree that any references in this Agreement to the Owner's obligation to construct any Authorized Improvement may be disregarded with respect to the Wastewater Facilities since the City is constructing the Wastewater Facilities.

(e) On the Effective Date, the City Council has also considered and approved the Preliminary Service and Assessment Plan for the Property which is attached hereto as Exhibit "C".

The Owner acknowledges and agrees that the Service and Assessment Plan must meet the requirements of Texas Local Government Code Sections 372.013 and 372.014 and be presented to the City Council for review and approval prior to Assessments being levied and PID Bonds being issued. Subsequent to the City Council's approval of this Agreement, the City intends to approve the Service and Assessment Plan and levy Assessments on all benefited parcels in the District. Thereafter, the Service and Assessment Plan will be updated and amended by the City or its Administrator at least once per year, and submitted for the City Council's review and approval. Notwithstanding the above, it is hereby understood and acknowledged by the Parties that the Service and Assessment Plan may need to be amended over time if there are any changes to the Authorized Improvements or property within the District, in accordance with the terms set forth in this Agreement. Nevertheless, the basic terms and methodology described in the Service and Assessment Plan will generally apply to each series of PID Bonds.

(f) Assessments on any portion of the Property will bear a direct proportional relationship to and be less than or equal to the special benefit of the Authorized Improvements accruing to such portion of the Property.

(g) Assessments on any portion of the Property may be adjusted in connection with PID Bond issues or otherwise so long as the Assessments are determined in accordance with the Service and Assessment Plan and the PID Act.

(h) The Property may also be subject to an Owner's Association assessment.

(i) Promptly following submission to the City of the initial or an updated Service and Assessment Plan (or any subsequent amendment or supplement to the Service and Assessment Plan) acceptable in form and substance to the City and to the Owner with respect to the matters therein that require approval by the Owner as provided in this Agreement, the City Council shall consider, if applicable, an Assessment Ordinance relating to the applicable plan or amendment or supplement. If an Assessment Ordinance is adopted, the City shall use reasonable, good faith efforts to expeditiously initiate and approve all necessary documents and orders required to effectuate the Service and Assessment Plan and Assessment Ordinance.

(j) Prior to the issuance of any series of PID Bonds (except for Parity Bonds or any refunding bonds), the Owner shall provide an Appraisal to the City for the City's review and approval covering the portion of the Property that is subject to the Assessments. The City shall select the appraiser, in consultation with the Owner and the Underwriter, and all reasonable fees of the Appraisal shall be paid by the Owner.

#### **Section 2.02. Apportionment and Levy of Assessments**

The City will levy Assessments on the Property in accordance with the terms of this Agreement and with the Service and Assessment Plan at such time as an Assessment Ordinance is

approved by the City Council. The City's apportionment and levy of Assessments will be made in accordance with the PID Act.

**Section 2.03. Collection of Assessments**

(a) Subject to the terms and conditions of this Agreement, the City covenants and agrees that it shall, as authorized by the PID Act and other applicable law, continuously collect or cause to be collected Assessments levied pursuant to an Assessment Ordinance in accordance with the Service and Assessment Plan during the term of this Agreement in the manner and to the maximum extent permitted by applicable law. The City covenants and agrees that to the extent permitted by applicable law, it will not permit a reduction, abatement, or exemption in the Assessments due on any portion of the Property until (i) the PID Bonds related to that particular portion of the Property are no longer outstanding, whether as a result of payment in full, defeasance, or otherwise, or (ii) the Owner has been reimbursed for the unreimbursed Actual Costs eligible to be paid from the Assessment Revenues in accordance with the applicable Acquisition and Reimbursement Agreement. The City shall use best efforts to collect the Assessments consistent with the City's policies and standard practices applicable to the collection of City taxes and assessments.

(b) It is hereby acknowledged that Assessments can be used, to the extent any such Assessments are remaining after payments are made on the PID Bonds, to pay or reimburse Owner for any Actual Costs not paid or reimbursed under Section 4.02, Section 4.03, or Section 4.04 of this Agreement. Any reimbursement obligation to Owner under an Acquisition and Reimbursement Agreement or as provided above will be subordinate to payment of the applicable PID Bonds.

(c) Notwithstanding anything to the contrary contained herein or in the Service and Assessment Plan, once PID Bonds have been issued for an Improvement Area, the Assessment Revenues collected annually from the Property within such Improvement Area will be deposited in the applicable Pledged Revenue Fund and thereafter transferred in the priority as set forth in the applicable Indenture.

(d) Further notwithstanding anything to the contrary contained herein, the City covenants and agrees to use best efforts to contract with the Travis County Tax Assessor for the collection of the Assessments such that the Assessments will be included on the ad valorem tax bill(s) for the Property and will be collected as part of and in the same manner as ad valorem taxes.

**Section 2.04. Approval and Recordation of Assessments through Landowner Agreement**

Concurrently with the levy of the Assessments for any portion of the Property, the Owner and the Consenting Party shall execute a "**Landowner Agreement**" (herein so called) in which the Landowner shall (i) approve and accept the apportionment of the Assessments in the Service and Assessment Plan and the levy of the Assessments by the City and (ii) approve and accept the terms of the Home Buyer Disclosure Program. The Landowner Agreement further shall (a) evidence the Landowner's intent that the Assessments be covenants running with the land that (i) will bind any and all current and successor owners of the Property to the Assessments, including applicable interest thereon, as and when due and payable and (ii) provide that subsequent



purchasers of such land take their title subject to and expressly assume the terms and provisions of the Assessments; and (b) provide that the liens created by the levy of the Assessments are a first and prior lien on the Property, subject only to liens for ad valorem taxes of the State, County, City, or school district.

**Section 2.05** Assignment of Right to Payment of Unreimbursed Actual Costs.

Owner’s right, title and interest to the payments of unreimbursed Actual Costs shall be the sole and exclusive property of Owner (or its Transferee) and no other third party (including but not limited to the Consenting Party) shall have any claim or right to such funds unless Owner transfers its rights to its unreimbursed Actual Costs to a Transferee in writing and otherwise in accordance with the requirements set forth herein. Owner has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with notice to) the City, all or any portion of Owner’s right, title, or interest under this Agreement to receive payment of its unreimbursed Actual Costs, including either Bond Proceeds or Assessment Revenues (a “Transfer,” and the person or entity to whom the transfer is made, a “Transferee”). Notwithstanding the foregoing, no Transfer shall be effective until written notice of the Transfer, including the name and address of the Transferee, is provided to the City. The City may rely conclusively on any written notice of a Transfer provided by Owner without any obligation to investigate or confirm the Transfer. A Transferee shall be responsible for all continuing disclosure requirements and obligations as agreed to by the Owner and the City in the Disclosure Agreement of Owner.

**Section 2.06.** Obligations Secured by Pledged Revenues

**THE PID BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY SECURED SOLELY BY ASSESSMENT REVENUES (AS PROVIDED IN THE INDENTURE) AND ANY OTHER FUNDS HELD UNDER THE INDENTURE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE PID BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF THE CITY AND ARE NOT SECURED EXCEPT AS PROVIDED IN THE INDENTURE. THE OWNERS OF THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF ANY FUNDS OF THE CITY OTHER THAN THE ASSESSMENT REVENUES AND ANY OTHER FUNDS HELD UNDER THE INDENTURE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO THE OWNERS OF THE BONDS TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE ASSESSMENT REVENUES.**

**Section 2.07** PID True-Up

(a) If the subdivision of any Assessed Property by a recorded subdivision plat causes the Assessment per Lot included with that subdivision plat to exceed the Maximum Assessment, then prior to the City approving the plat, the Owner must partially prepay the Assessment for each Lot included with that subdivision plat that exceeds the Maximum Assessment in an amount sufficient to reduce the Assessment to the Maximum Assessment.

(b) At the time PID Bonds are issued, if the Assessment per Lot for any Lot classification identified in the Service and Assessment Plan exceeds the Maximum Assessment, then prior to the issuance of PID Bonds the Assessment on the applicable parcel shall be reduced until the Assessment equals the Maximum Assessment.

(c) Notwithstanding anything seemingly to the contrary herein, in the event of any conflict between this Agreement and the Service and Assessment Plan with respect to the calculation of the Maximum Assessment, the Service and Assessment Plan shall control.

### **ARTICLE III. CONSTRUCTION AND ACQUISITION**

#### **Section 3.01. Acquisition of Authorized Improvements**

The Owner will dedicate the Authorized Improvements to the City upon completion of the Authorized Improvements, and the City will accept dedication of such Authorized Improvements after confirming that the Authorized Improvements (or such Segment thereof) have been completed in accordance with this Agreement and the Regulatory Requirements.

#### **Section 3.02. Designation of Construction Manager, Construction Engineers**

(a) Except for the Wastewater Facilities which will be constructed by the City, the City hereby designates the Owner, or its assignees, as the Construction Manager with full responsibility for the design, the designation of easement locations, facilities site designations and acquisitions, supervision of construction, and the bidding and letting of construction contracts for the construction of the Authorized Improvements in accordance with the provisions of this Article III and in accordance with any requirements of the City and, as applicable, City approved plans.

(b) Except as otherwise provided herein, inspection of the construction of any Authorized Improvement being conveyed to the City will be by the City Construction Representative or its designee. Any City inspection of an Authorized Improvement being conveyed to the City will be in accordance with any requirements of the City.

(c) The Owner shall be entitled to a separate Construction Management Fee for the construction of each Segment, unless Owner contracts with a third party to act as the Construction Manager with respect to construction of the Authorized Improvements. The Construction Management Fee is part of Actual Costs and will be paid as part of the Actual Costs.

(d) The City shall cooperate with the Owner in connection with its services as Construction Manager.

(e) The Owner shall designate the consulting engineers for the Authorized Improvements (save and except for the Wastewater Facilities) for the compensation specified by the Owner.

#### **Section 3.03. Designation of Construction Manager Subcontractor**

The City acknowledges and agrees that Owner may subcontract out all or some of the duties of Construction Manager to a third party. Owner may designate an individual, company, or

partnership or other entity as a subcontractor for construction management services for one or more Authorized Improvements or distinct Segments thereof; provided, however, that such designee has the technical capacity, experience, and expertise to perform such construction management duties or obligations.

**Section 3.04. Maintenance of Project, Warranties**

Unless otherwise provided for, the Owner (or the Owner’s Association, as applicable) shall maintain each Authorized Improvement (or Segment thereof) in good and safe condition until such Authorized Improvement (or Segment thereof) is accepted by the City. The City’s acceptance of Authorized Improvements shall be in accordance with the City’s standard rules and procedures for the type of improvements being constructed. Prior to such acceptance, the Owner shall be responsible for performing any required maintenance on such Authorized Improvement. On or before the acceptance by the City of an Authorized Improvement (or Segment thereof), the Owner shall assign to the City all of the Owner’s rights in any warranties, guarantees, maintenance obligations, or other evidences of contingent obligations of third persons with respect to such Authorized Improvement (or Segment thereof).

**Section 3.05. Sales and Use Tax Exemptions**

(a) The parties agree that, as municipally and publicly owned and acquired properties, all costs of materials, other properties and services used in constructing the Authorized Improvements to be acquired by the City are exempt under the Texas Tax Code from sales and use taxes levied by the State of Texas, or by any county, city, special district, or other political subdivision of the State, as set forth in Texas Tax Code Section 151.309.

(b) The City will provide such certifications to the Owner and/or to suppliers and contractors as may be required to assure the exemptions claimed herein.

(c) The City and the Owner shall cooperate in structuring the construction contracts for the Authorized Improvements to comply with requirements (including those set forth in Texas Tax Code Section 151.309) for exemption from sales and use taxes.

**Section 3.06. Exemption from Public Bidding**

It is agreed that the construction of Authorized Improvements will be exempt from any public bidding or other purchasing and procurement policies pursuant to Texas Local Government Code Section 252.022(a)(9), which states that a project is exempt from such policies if “paving drainage, street widening, and other Authorized Improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements.”

**Section 3.07. Completion Agreement**

The Owner has executed a Completion Agreement (herein so called), a copy of which is attached hereto as Exhibit “H” prior to execution of this Agreement. The Completion Agreement, together with the payment and performance bonds being provided by the Owner pursuant to the terms of the Development Agreement, shall provide the City with adequate assurances that the

improvements described in the Completion Agreement will be completed by the Owner. Execution of the Completion Agreement alleviates any requirement for the Owner to provide a cash deposit to secure the completion of construction of any improvements within the Project.

#### **ARTICLE IV. PAYMENT FOR AUTHORIZED IMPROVEMENTS**

##### **Section 4.01. Overall Requirements**

(a) The City will, upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement and the Development Agreement, pay or reimburse, as applicable, the Owner for the Actual Costs of the Authorized Improvements as provided further herein.

(b) Any payment obligation of the City hereunder shall be payable solely from Assessment Revenues or, if PID Bonds are issued, the proceeds of such PID Bonds. Unless approved by the City, no other funds, revenues, taxes, or income of any kind other than Assessment Revenues or, if PID Bonds are issued, the proceeds of such bonds shall be used to pay the City's obligations hereunder. The obligations of the City under this Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or constitute a debt or other obligation of the City payable from any source other than Assessments Revenues or, if PID Bonds are issued, the proceeds of such bonds.

(c) The Parties anticipate that the Actual Costs to construct the Authorized Improvements will be greater than the Assessment Revenues or, if PID Bonds are issued, the net proceeds of such bonds available for Authorized Improvements. The Owner shall bear one hundred percent (100%) of the Actual Costs of constructing the Authorized Improvements not paid from the proceeds of the PID Bonds or Assessment Revenues.

(d) Upon completion of an Authorized Improvement (or Segment thereof), the Owner shall convey, and the City shall acquire, as more particularly described in Section 3.01, the given Authorized Improvement for the Actual Costs, after such Authorized Improvement (or Segment thereof) is completed and has been accepted by the City.

(e) Upon acceptance of an Authorized Improvement, and subject to any applicable maintenance-bond period, the City shall be responsible for all operation and maintenance of such Authorized Improvements.

##### **Section 4.02. Payments for Authorized Improvements Prior the Issuance of PID Bonds**

(a) Upon the approval of an Assessment Ordinance and prior to the issuance of PID Bonds, the City shall bill, collect, and immediately deposit the Assessment Revenues collected from the Assessed Property into the applicable Improvement Area Operating Account (excluding Annual Collection Costs and Delinquent Collection Costs). Funds in the Operating Accounts shall only be used to pay Actual Costs of the Authorized Improvements in accordance with this Agreement. Once PID Bonds are issued, the applicable Indenture shall control in the event of any conflicts with this Agreement.

(b) The general process to receive funds from the Pledged Revenue Fund to pay the

Actual Costs of the Authorized Improvements is as follows:

(1) the Owner shall deliver to the City Construction Representative and the City Engineer the following:

(A) a Certification for Payment substantially in the form attached hereto as Exhibit "D" executed by the Construction Manager and the Project Engineer evidencing the Actual Costs;

(B) evidence of the acceptance by the City of those Authorized Improvements to be funded by the PID Bond in question and the conveyance to the City of those Authorized Improvements to be funded by the PID Bonds as described in Section 2.03 above (for Completed Authorized Improvements only);

(C) waivers of liens for the work on the applicable Authorized Improvements through the previous Certification for Payment, receipts for payment and verification in form acceptable that any subcontractors have been paid;

(D) two-year maintenance bond; and

(E) an assignment of the warranties and guaranties in form reasonably acceptable to the City.

(2) After the Certification for Payment is submitted to the City Construction Representative, the City shall conduct a review to confirm those Authorized Improvements to be funded by the Assessment Revenues on deposit in the applicable Operating Account were constructed in accordance with the plans therefor (for Completed Authorized Improvements only) and to verify the Actual Costs of Authorized Improvements specified in such Certification for Payment. The City agrees to conduct such review in an expeditious manner after the Certification for Payment is submitted to the City Construction Representative and the Owner agrees to cooperate with the City in conducting each such review and to provide the City with such additional information and documentation as is reasonably necessary for the City to conclude each such review. Upon confirmation by the City that Authorized Improvements to be funded by the Assessment Revenues on deposit in the applicable Operating Account have been constructed in accordance with the plans therefor and this Agreement (for Completed Authorized Improvements only), verification and approval of the Actual Costs of those Authorized Improvements, the City shall within thirty (30) calendar days thereafter accept those Authorized Improvements not previously accepted by the City and the City Construction Representative shall sign the Certification for Payment and forward the same to the City Manager. The City Manager shall then have up to ten (10) business days to reimburse the Owner. Notwithstanding anything to the contrary stated herein, Owner shall not be required to complete construction of a particular Authorized Improvement in order to be reimbursed via a "progress payment" pursuant to this Section 4.02.

(c) The Owner shall be entitled to receive any unpaid amounts under a Certification for Payment approved under subsection (b) above (the "**Reimbursement Obligation Balance**"), plus simple interest on the Reimbursement Obligation Balance at the rate provided for in the applicable Acquisition and Reimbursement Agreement; provided, however, that the interest rate under this subsection (c) shall not exceed the maximum amount permissible under the PID Act. If any Actual Costs of the Authorized Improvements remain unreimbursed after the issuance of the PID Bonds, it is intended that Owner may request such Actual Costs to be reimbursed by a

subsequent issuance of Parity Bonds.

**Section 4.03. Payments for Authorized Improvements Upon the Issuance of PID Bonds**

(a) Upon receipt of a Bond Issuance Request, the City will consider the issuance of the PID Bonds, subject to meeting the requirements and conditions stated in the Development Agreement, Section 5.01 hereof, and State law, to reimburse the Owner for Actual Costs of those Authorized Improvements that are complete at the time of bond issue and to be completed by progress payments. The City will use diligent, reasonable and good faith efforts, subject to meeting the requirements and conditions stated herein and State law, to issue PID Bonds within four (4) to six (6) months after receiving a Bond Issuance Request from Owner.

(b) Once PID Bonds are issued pursuant to Article V hereof, the City shall bill, collect, and deposit into the Pledged Revenue Fund all Assessment Revenues constituting “pledged revenues” as defined in the Indenture. The City shall also deposit the proceeds of the PID Bonds and any other funds authorized by the applicable Indenture into the Project Fund. Funds in the Project Fund shall only be used to pay Actual Costs of the Authorized Improvements in accordance with the Indenture. When PID Bonds are issued, the proceeds of the PID Bonds shall be used to pay or reimburse the Owner for Actual Costs incurred in constructing the Authorized Improvements that are or will be dedicated and transferred to and accepted by the City. The Owner is responsible for Actual Costs of Authorized Improvements not paid from proceeds of the PID Bonds from the Pledged Revenue Fund, and any cost overruns (after applying cost savings). The lack of proceeds of the PID Bonds or the availability of other funds in the Pledged Revenue Fund or the Project Fund shall not diminish the obligation of the Owner to pay the Actual Costs of the Authorized Improvements.

(c) At least thirty (30) calendar days prior to the time of the closing of the PID Bonds, Owner may submit a Closing Disbursement Request (including any supporting documentation requested by the City) substantially in the form attached hereto in Exhibit “E” executed by the Construction Manager and the Project Engineer to the City Construction Representative to be reimbursed for those Owner Expended Funds accrued to date of such Closing Disbursement Request and not previously reimbursed. The City shall conduct a review to verify the Owner Expended Funds specified in such Closing Disbursement Request. Prior to disbursement of proceeds, City Construction Representative will sign the Closing Disbursement Request and deliver said Closing Disbursement Request to the Trustee. At the closing of the PID Bonds, Owner shall be reimbursed an amount equal to the applicable Owner Expended Funds.

(d) Any Authorized Improvements that have not been completed by Owner by the time the PID Bonds are issued, will be payable periodically as construction progresses. The procedures for such progress payments are contained in this Section 4.03 and the Indenture. Such payments shall be made by Trustee no more frequently than monthly and within five (5) business days of the Trustee’s receipt of the completed Certification for Payment from the City Construction Representative. If the City disapproves any Certification for Payment, the City shall provide a written explanation of the reasons for such disapproval so that if the Certification for Payment is revised in accordance with City’s comments, the Certification for Payment can be approved. Notwithstanding anything to the contrary contained herein, if the Quarterly Accounting provided by the Construction Manager for a particular Authorized Improvement shows there are not enough

funds in the segregated account to fund the remaining design and construction Actual Costs of that Authorized Improvement after taking into consideration any contingencies, the City Construction Representative shall not be obligated to authorize payments of a Certification for Payment until such time as Owner provides evidence satisfactory to the City Construction Representative that Owner has or will provide funds in an amount sufficient to fully fund the remaining design and construction Actual Costs of that Authorized Improvement. Furthermore, notwithstanding anything contained herein to the contrary, in the event a subcontractor supplying labor or materials for the Authorized Improvements claims that the subcontractor has not been paid for such labor or materials, the City Construction Representative shall not be obligated to authorize payment of a Certification for Payment until such claim is resolved.

(h) The general process for funding of Authorized Improvements from funds on deposit in the Project Fund is as follows:

(1) the Owner shall deliver to the City Construction Representative and the City Engineer the following:

(i) a Certification for Payment substantially in the form attached hereto as Exhibit "E" executed by the Construction Manager and the Project Engineer evidencing the Actual Costs,

(ii) evidence of the acceptance by the City of those Authorized Improvements to be funded by the PID Bond in question and the conveyance to the City (for Completed Authorized Improvements only), and

(iii) waivers of liens for the work on the applicable Authorized Improvements through the previous Certification for Payment, receipts for payment and verification in form acceptable that any subcontractors have been paid.

(2) After the Certification for Payment is submitted to the City Construction Representative, the City shall conduct a review to confirm those Authorized Improvements to be funded by proceeds of the PID Bonds were constructed in accordance with the plans therefor (for Completed Authorized Improvements only) and to verify the Actual Costs of Authorized Improvements specified in such Certification for Payment. The City agrees to conduct such review in an expeditious manner after the Certification for Payment is submitted to the City and the Owner agrees to cooperate with the City in conducting each such review and to provide the City with such additional information and documentation as is reasonably necessary for the City to conclude each such review. Upon confirmation by the City that Authorized Improvements to be funded by the PID Bonds have been constructed in accordance with the plans therefor and this Agreement (for Completed Authorized Improvements only), verification and approval of the Actual Costs of those Authorized Improvements, the City shall within thirty (30) calendar days thereafter accept those Authorized Improvements not previously accepted by the City and the City Construction Representative shall sign the Certification for Payment and forward the same to the City Manager. The City Manager shall then have up to ten (10) business days to forward the executed Certification for Payment to the Trustee for payment.

(i) In addition to the submitted items required in 4.03(e) above, in order to obtain the final progress payment for an Authorized Improvement funded by the PID Bonds pursuant to this Section 4.03, the Owner shall have provided to the City an assignment of the warranties and

guaranties, if applicable, and a two-year maintenance bond for such Authorized Improvement.

**Section 4.04. Parity Bonds**

(a) Any Actual Costs for Authorized Improvements for a given Improvement Area not paid or reimbursed from the proceeds of the initial series of PID Bonds for that Improvement Area or the proceeds from an Acquisition and Reimbursement Agreement may be paid or reimbursed from the proceeds of Parity Bonds for that Improvement Area. It is contemplated that Parity Bonds may be issued after issuance of the initial series of PID Bonds for an Improvement Area.

(b) The purpose of a Parity Bond issuance for an Improvement Area would be to fund (i) Authorized Improvements benefitting such Improvement Area that were not completed at the time the initial PID Bonds secured by that Improvement Area were issued; or (ii) the Actual Costs of Authorized Improvements that were completed at the time the initial PID Bonds secured by Assessments levied on such Improvement Area but that were not fully reimbursed by said initial PID Bonds or any applicable Acquisition and Reimbursement Agreement.

(c) There may be more than one series of Parity Bonds secured by Assessments levied on a specific Improvement Area. If the Parity Bonds secured by Assessments levied on a specific Improvement Area are sufficient to fully reimburse Owner for the unreimbursed Actual Costs for that Improvement Area, then Owner's right to receive any portion of the Assessments for such purposes shall automatically terminate. However, if the net proceeds of Parity Bonds are not sufficient to reimburse Owner for the unreimbursed Actual Costs eligible to be paid from Assessments for a given Improvement Area, or if the amount to be funded by such Parity Bonds is insufficient to justify issuance in the City's reasonable discretion, then Owner shall continue to receive the Assessments for that Improvement Area to the extent, and only to the extent, those funds remain available therefor after debt service is paid on the applicable PID Bonds until the date the Owner is fully repaid for the unreimbursed Actual Costs eligible to be paid from Assessments.

**Section 4.05. Payment Pursuant to Acquisition and Reimbursement Agreement**

(a) The City and Owner have previously entered into the Acquisition and Reimbursement Agreement(s), which will provide that any Assessment Revenues attributable to an Improvement Area remaining after payment of debt service on the PID Bonds will be used to reimburse the Owner for any Actual Costs attributable to the Authorized Improvements not paid pursuant to Section 4.02, Section 4.03 or Section 4.04 of this Agreement.

(b) Pursuant to the terms of the applicable Acquisition and Reimbursement Agreement, Owner shall convey, and the City shall acquire, the given Authorized Improvement or Segment thereof for the Actual Cost, after such Authorized Improvement is completed and has been accepted by the City.

**Section 4.06 City Cooperation/Wastewater Facilities**

The City shall cooperate with Owner and provide any and all documentation reasonably requested by Owner or the Administrator in a timely manner evidencing (i) the Actual Costs of the



Wastewater Facilities in order for Owner to include such information in payment requests (including Certification for Payments) and thereafter receive payments from the proceeds of the PID Bonds for the applicable Wastewater Facilities actually constructed by the City, and/or (ii) the timing and/or progress of the design and construction of the Wastewater Facilities in order for Owner to include such information in payment requests and/or the Owner Continuing Disclosure Agreement.

## ARTICLE V. PID BONDS

### Section 5.01. Issuance of PID Bonds

(a) Subject to the terms and conditions set forth in this Section V, the City intends to pay for the Authorized Improvements by issuing PID Bonds in one or more series. The City agrees to use diligent, reasonable and good faith efforts, subject to meeting the requirements and conditions stated herein and State law, to issue, within four to six months after receiving from Owner a Bond Issuance Request, the applicable PID Bonds, provided that Owner can reasonably demonstrate to the City and its financial advisors (i) that there is sufficient security for such PID Bonds, based upon the bond market conditions existing at the time of such proposed sale, (ii) that the Owner is current on all taxes, assessments, fees and obligations to the City, and (iii) by delivery to the City a certification or other evidence from an independent appraiser acceptable to the City confirming that the special benefits conferred on the properties being assessed for the Authorized Improvements increase the value of the property by an amount at least equal to the amount assessed against such property.

(b) The aggregate principal amount of PID Bonds required to be issued hereunder shall not exceed an amount sufficient to fund: (i) the Actual Costs of the Authorized Improvements, (ii) required reserves and capitalized interest of not more than 12 months after the completion of construction of the applicable Authorized Improvements funded by the PID Bond issue in question and in no event for a period greater than 12 months from the date of the initial delivery of the applicable PID Bonds and (iii) Bond Issuance Costs. Provided, however, that to the extent the law(s) which limit the period of capitalized interest to 12 months after completion of construction change, the foregoing limitation may be adjusted to reflect the law(s) in effect at the time of future PID Bond issuances.

(c) The final maturity for each series of PID Bonds shall occur no later than 30 years from the issuance of said PID Bonds.

(d) The maximum annual PID installment equivalent tax rate, calculated as of the date of the pricing of PID Bonds, shall be \$0.33 per \$100 of estimated buildout value. Assessments on any given portion of the Property may be adjusted in connection with subsequent PID Bond issues, as long as the maximum annual PID annual installment equivalent tax rate, as described in the foregoing sentence, is not exceeded, and the Assessments are determined in accordance with the Service and Assessment Plan. Assessments on any portion of the Property shall bear a direct proportionate relationship to the special benefit of the Authorized Improvements to that portion of the Property. Notwithstanding anything seemingly to the contrary herein, in the event of any conflict between this Agreement and the Service and Assessment Plan with respect to the calculation of the Maximum Assessment, the Service and Assessment Plan shall control.

(e) The minimum appraised value to lien ratio at the issuance date of each series of PID Bonds shall be 3 to 1.

(f) In addition to any other requirements of this Agreement, including but not limited to City Council approval, PID Bonds are not required to be issued under this Article V unless (i) the statutory requirements set forth in Chapter 372 of the Texas Local Government Code have been satisfied; (ii) the City receives at the time of issuance of such PID Bonds an opinion of counsel selected by the City stating in effect that the PID Bonds are legal and valid obligations under State law and that all preconditions to their issuance under State law have been satisfied; and (iii) the Attorney General has issued an opinion approving issuance of the bonds as required by the PID Act.

(g) The City will deliver a certificate relating to any PID Bonds authorized by the City Council (such certificate, as it may be amended and supplemented from time to time, being referred to herein as the “**Tax Certificate**”) containing covenants and agreements designed to satisfy the requirements of Sections 103 and 141 through 150, inclusive, of the Tax Code and the income tax regulations issued thereunder relating to the use of the proceeds of the PID Bonds or of any monies, securities or other obligations on deposit to the credit of any of the funds and accounts created by the Indenture or this Agreement or otherwise that may be deemed to be proceeds of the Bonds within the meaning of Section 148 of the Tax Code (collectively, “**Bond Proceeds**”).

(h) If the Owner is requesting Parity Bonds, the Owner must demonstrate that any applicable additional bonds test can be satisfied.

(i) The foregoing requirements apply to each series of PID Bonds issued.

#### **Section 5.02. Project Fund**

The City hereby covenants and agrees that when PID Bonds are issued, the Indenture will establish a Project Fund as a separate fund to be held by the Trustee under the Indenture. The portion of the proceeds of the PID Bonds issued to pay Actual Costs of Authorized Improvements and Bond Issuance Costs shall be deposited upon issuance into separate accounts within the Project Fund.

#### **Section 5.03. Denomination, Maturity, Interest, and Security for Bonds**

(a) Each series of PID Bonds is subject to authorization by the City Council. If authorized, the PID Bonds shall be issued in the denominations, shall mature and be prepaid, shall bear interest, and shall be secured by and payable solely from the PID Bond Security, all to be as described and provided in the PID Bond Ordinance or Indenture, as applicable.

(b) The final and adopted versions of each PID Bond Ordinance and Indenture (and all documents incorporated or approved therein) shall contain provisions relating to the withdrawal, application, and uses of the proceeds of the PID Bonds when and as issued and delivered and otherwise contain such terms and provisions as are mutually approved by the City and the Owner.

**Section 5.04. Sale of PID Bonds**

The PID Bonds, when issued by the City, shall be marketed and sold through a negotiated, competitive, or privately placed sale to an approved third party or parties with the cooperation and assistance of the Owner in all respects with respect to the preparation of marketing documents, such as preliminary and final official statements or in such other marketing and/or sales method mutually agreed upon by the City and the Owner.

**Section 5.05. Phased Issuance of Debt**

As previously stated, the proposed bond issuance program is anticipated to entail a minimum of one bond financing that will finance the Authorized Improvements required for the development of the Project. Following the issuance of the initial PID Bonds, Parity Bonds may be issued over the upcoming years as the value of the Property increases or additional Authorized Improvements are completed.

**Section 5.06 Special Obligations**

THE PID BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY SECURED SOLELY BY PLEDGED REVENUES (AS DEFINED IN THE INDENTURE) AND ANY OTHER FUNDS HELD UNDER THE INDENTURE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE PID BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF THE CITY AND ARE NOT SECURED EXCEPT AS PROVIDED IN THE INDENTURE. THE OWNERS OF THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND ANY OTHER FUNDS HELD UNDER THE INDENTURE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO THE OWNERS OF THE BONDS TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES. NONE OF THE CITY OR ANY OF ITS ELECTED OR APPOINTED OFFICIALS OR ANY OF ITS OFFICERS, EMPLOYEES, CONSULTANTS OR REPRESENTATIVES SHALL INCUR ANY LIABILITY HEREUNDER TO THE OWNER OR ANY OTHER PARTY IN THEIR INDIVIDUAL CAPACITIES BY REASON OF THIS AGREEMENT OR THEIR ACTS OR OMISSIONS UNDER THIS AGREEMENT.

**ARTICLE VI. REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATION**

**Section 6.01. Representations and Warranties of City**

The City makes the following covenant, representation and warranty for the benefit of the Owner:

The City is a political subdivision of the State of Texas, duly incorporated, organized and existing under the Constitution and general laws of the State, and has full legal right, power and authority under the PID Act and other applicable law (i) to enter into, execute and deliver this

Agreement, (ii) to adopt the Assessment Ordinance, and (iii) to carry out and consummate the transactions contemplated by this Agreement.

**Section 6.02. Covenants, Representation, and Warranties of Owner**

The Owner makes the following representations, warranties and covenants for the benefit of the City:

(a) Owner represents and warrants that it is a Delaware corporation, that it is in compliance with the laws of the State of Delaware, is qualified to do business in the State of Texas, and that it has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated.

(b) The Owner represents and warrants that the Owner has the power and authority to enter into this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered on behalf of the Owner.

(c) The Owner represents and warrants that this Agreement is valid and enforceable obligation of the Owner and is enforceable against the Owner in accordance with its terms, subject to bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights in general and by general equity principles.

(d) The Owner covenants that once it commences construction of a Segment it will use its reasonable and diligent efforts to do all things which may be lawfully required of it in order to cause such Segment of the Authorized Improvements to be completed in accordance with this Agreement.

(e) The Owner represents and warrants that (i) it will not request payment from the City for the acquisition of any Authorized Improvements that are not part of the Project, and (ii) it will diligently follow all procedures set forth in this Agreement with respect to Payment Requests.

(f) For a period of two (2) years after the final Acceptance Date of each applicable Authorized Improvement, the Owner covenants to maintain proper books of record and account for the Authorized Improvements and all costs related thereto. The Owner covenants that such accounting books will be maintained in accordance with sound accounting practices, and will be available for inspection by the City or its agent at any reasonable time during regular business hours upon at least 72 hours' notice.

(g) The Owner agrees to provide the information required pursuant to the Owner Continuing Disclosure Agreement executed by the Owner in connection with the PID Bonds.

(h) The Owner covenants to provide, or cause to be provided, such facts and estimates as the City reasonably considers necessary to enable it to execute and deliver its Tax Certificate. The Owner further covenants that (i) such facts and estimates will be based on its reasonable expectations on the date of issuance of the PID Bonds and will be, to the best of the knowledge of the officers of the Owner providing such facts and estimates, true, correct and complete as of that date, and (ii) the Owner will make reasonable inquires to ensure such truth, correctness and

completeness. The Owner covenants that it will not make, or (to the extent that it exercises control or direction) permit to be made, any use or investment of the Bond Proceeds that would cause any of the covenants or agreements of the City contained in the Tax Certificate to be violated or that would otherwise have an adverse effect on the tax-exempt status of the interest payable on the PID Bonds for federal income tax purposes.

**Section 6.03.** Intentionally Deleted.

**Section 6.04** Indemnification and Hold Harmless by Owner

THE OWNER WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, AND ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES, AND AGENTS (IN THIS SECTION, THE “CITY”) AGAINST AND FROM, AND WILL PAY TO THE CITY, THE AMOUNT OF, ALL ACTIONS, DAMAGES, CLAIMS, LOSSES, OR EXPENSE OF ANY TYPE, WHETHER OR NOT INVOLVING A THIRD-PARTY CLAIM (COLLECTIVELY, “DAMAGES”), ARISING DIRECTLY OR INDIRECTLY, FROM (i) THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE OWNER; (ii) THE NEGLIGENT DESIGN, ENGINEERING, OR CONSTRUCTION BY THE OWNER OF ANY AUTHORIZED IMPROVEMENT ACQUIRED BY THE CITY; OR (iii) THE OWNER’S NONPAYMENT UNDER CONTRACTS WITH THE OWNER FOR ANY AUTHORIZED IMPROVEMENT UNDER THIS AGREEMENT. THE OWNER WILL DEFEND THE CITY AGAINST ALL SUCH CLAIMS AND THE CITY WILL REASONABLY COOPERATE AND ASSIST IN PROVIDING SUCH DEFENSE. THIS SECTION SURVIVES THE TERMINATION OF THIS AGREEMENT INDEFINITELY, SUBJECT TO APPROPRIATE STATUTES OF LIMITATIONS, AS THEY MAY BE TOLLED OR EXTENDED BY AGREEMENT OR OPERATION OF LAW.

**ARTICLE VII. DEFAULT AND REMEDIES**

(a) A Party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

(b) Before any failure of any Party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within 30 days of the receipt of such notice (or 5 days in the case of a monetary default), subject, however, in the case of non-monetary default, to the terms and provisions of subparagraph (c) in this Article VII. Upon a breach of this Agreement, the non-defaulting Party in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained (and/or an action for mandamus as and if appropriate). Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Article VII or pursuant to the provisions of any other Section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-

exclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each of the Parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other Party. Notwithstanding any provision contained herein to the contrary, the Owner shall not be required to construct any portion of the Authorized Improvements (or take any other action related to or in furtherance of same) while the City is in default under this Agreement.

(c) Notwithstanding any provision in this Agreement to the contrary, if the performance of any covenant or obligation to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, widespread pestilence, fire or other casualty, shortage of materials, adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or tornadoes, labor action, strikes, changes in the law affecting the obligations of the Parties hereunder, or similar acts), the time for such performance shall be extended by the amount of time of the delay directly caused by and relating to such uncontrolled circumstances. The Party claiming delay of performance as a result of any of the foregoing Force Majeure events shall deliver written notice of the commencement of any such delay resulting from such Force Majeure event not later than seven (7) days after the claiming Party becomes aware of the same, and if the claiming Party fails to so notify the other Party of the occurrence of a “Force Majeure” event causing such delay, the claiming Party shall not be entitled to avail itself of the provisions for the extension of performance contained in this Article.

**ARTICLE VIII. GENERAL PROVISIONS**

**Section 8.01. Notices**

Any notice, communication, or disbursement required to be given or made hereunder shall be in writing and shall be given or made by facsimile, hand delivery, overnight courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below or at such other addresses as any be specified in writing by any Party hereto to the other parties hereto. Each notice which shall be mailed or delivered in the manner described above shall be deemed sufficiently given, served, sent, and received for all purpose at such time as it is received by the addressee (with return receipt, the delivery receipt or the affidavit of messenger being deemed conclusive evidence of such receipt) at the following addresses:

- If to City: City of Manor  
Attn: City Manager  
105 East Eggleston Street  
Manor, Texas 78653
- With a copy to: The Knight Law Firm, LLP  
Attn: Paige Saenz/Veronica Rivera  
223 West Anderson Lane, Suite A-105  
Austin, Texas 78752
- If to Owner: Forestar (USA) Real Estate Group, Inc.

Attn: John Maberry  
 10700 Pecan Park Blvd., Suite 150  
 Austin, Texas 78750

With a copy to: Metcalfe Wolff Stuart & Williams, LLP  
 Attn: Talley Williams  
 221 W. 6th, Suite 1300  
 Austin, Texas 78701

**Section 8.02. Fee Arrangement /Administration of District**

(a) The Owner agrees that it will pay all of the City's reasonable costs and expenses (including the City's third party advisors and consultants) related to the creation and administration of the District, as well as costs and expenses relating to the development and review of the Service and Assessment Plan (including legal fees and financial advisory fees) ("**City PID Costs**"). Prior to closing of the applicable PID Bonds, the City shall (i) submit to the Owner and the Trustee invoices and other supporting documentation evidencing the City PID Costs and (ii) direct the Trustee to pay these fees, as applicable, to the City or on behalf of the City from proceeds of the applicable PID Bonds. In addition to any City PID Costs pursuant to the preceding sentences, all fees of legal counsel related to the issuance of the applicable PID Bonds, including fees for the review of the District creation and District administration documentation, the preparation of customary bond documents and the obtaining of Attorney General approval for the applicable PID Bonds incurred by the Owner or otherwise, will be paid at closing from proceeds of the applicable PID Bonds.

Notwithstanding the foregoing, Owner and the City have entered into that certain Developer Deposit Agreement dated October 17, 2018 (as amended, the "**Deposit Agreement**") where Owner agreed to pay the City PID Costs. All City PID Costs paid by the Owner pursuant to the Deposit Agreement prior to the closing of the applicable PID Bonds shall be included in invoices paid at closing from proceeds of the PID Bonds.

(b) The Owner shall be solely responsible for the costs associated with the issuance of any Parity Bonds. The terms of subparagraph (a) above shall apply to the Owner in the event that any Parity Bonds are issued.

(c) The City has entered into a separate agreement with the Administrator to administer the District after closing. The Annual Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts set forth in the Service and Assessment Plan.

**Section 8.03. Assignment**

(a) Owner may, in its sole and absolute discretion, transfer or assign its rights or obligations under this Agreement with respect to all or part of the Project from time to time to an Affiliate without the consent of the City. Prior to the issuance of the initial PID Bonds, however, Owner shall not transfer or assign its rights or obligations under this Agreement with respect to all or part of the Project to a non-affiliated entity without the prior consent of the City, not to be unreasonably withheld conditioned or delayed. After the issuance of the initial PID Bonds, the

Owner may transfer or assign its rights or obligations under this Agreement to any party without the City's consent. Owner shall provide the City thirty (30) days prior written notice of any such assignment. Upon such assignment or partial assignment, Owner shall be fully released from any and all future obligations under this Agreement and shall have no liability for such obligations with respect to this Agreement for the part of the Project so assigned.

(b) The City hereby acknowledges and agrees that Owner shall have the right to make a collateral assignment of any reimbursements and/or proceeds under this Agreement to any lender on the Project and the City shall execute any documentation reasonably requested by such lender evidencing such fact.

(c) Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a sale or assignment to a Designated Successor or Assign unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is to a Designated Successor or Assign.

(d) Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a Transfer unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is deemed to be a Transfer.

#### **Section 8.04.** Construction of Certain Terms

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction shall apply:

(a) Words importing a gender include either gender.

(b) Words importing the singular include the plural and vice versa.

(c) A reference to a document includes an amendment, supplement, or addition to, or replacement, substitution, or novation of, that document but, if applicable, only if such amendment, supplement, addition, replacement, substitution, or novation is permitted by and in accordance with that applicable document.

(d) Any term defined herein by reference to another instrument or document shall continue to have the meaning ascribed thereto whether or not such other instrument or document remains in effect.

(e) A reference to any Party includes, with respect to Owner, its Designated Successors and Assigns, and reference to any Party in a particular capacity excludes such Party in any other capacity or individually.

(f) All references in this Agreement to designated "Articles," "Sections," and other subdivisions are to the designated Articles, Sections, and other subdivisions of this Agreement. All references in this Agreement to "Exhibits" are to the designated Exhibits to this Agreement.



(g) The words "herein," "hereof," "hereto," "hereby," "hereunder," and other words of similar import refer to this Agreement as a whole and not to the specific Section or provision where such word appears.

(h) The words "including" and "includes," and words of similar import, are deemed to be followed by the phrase "without limitation."

(i) Unless the context otherwise requires, a reference to the "Property," the "Authorized Improvements," or the "District" is deemed to be followed by the phrase "or a portion thereof."

(j) Every "request," "order," "demand," "direction," "application," "appointment," "notice," "statement," "certificate," "consent," "approval," "waiver," "identification," or similar action under this Agreement by any Party shall, unless the form of such instrument is specifically provided, be in writing duly signed by a duly authorized representative of such Party.

(k) The Parties hereto acknowledge that each such party and their respective counsel have participated in the drafting and revision of this Agreement. Accordingly, the Parties agree that any rule of construction that disfavors the drafting party shall not apply in the interpretation of this Agreement.

#### **Section 8.05.** Table of Contents; Titles and Headings

The titles of the articles and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

#### **Section 8.06.** Amendments

This Agreement may be amended, modified, revised or changed by written instrument executed by the Parties and approved by the City Council.

#### **Section 8.07.** Time

In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

#### **Section 8.08.** Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

#### **Section 8.09.** Entire Agreement

This Agreement contains the entire agreement of the Parties.

**Section 8.10. Severability; Waiver**

If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

**Section 8.11. Owner as Independent Contractor**

In performing under this Agreement, it is mutually understood that the Owner is acting as an independent contractor, and not an agent of the City.

**Section 8.12. Supplemental Agreements**

Other agreements and details concerning the obligations of the Parties under and with respect to this Agreement are/or will be included in the Service and Assessment Plan, the Assessment Ordinance, PID Bond Ordinance and/or Indenture. The Owner will provide any continuing disclosures required under the Indenture and will execute a separate agreement outlining Owner's continuing disclosure obligations, if required.

**Section 8.13. City's Acceptance of Authorized Improvements**

The City hereby agrees that it will not unreasonably withhold the final acceptance of any of the Authorized Improvements and will work with the Owner in good faith to expedite review and acceptance of such Authorized Improvements.

**Section 8.14. Boycotts and Foreign Business Engagements**

(a) The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Owner understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

(b) The Owner represents that neither it nor any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Owner and any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Owner understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

**Section 8.15. Exhibits**


The following exhibits are attached to and incorporated into this Agreement for all purposes:

- Exhibit A - Definitions
- Exhibit B - Property Description
- Exhibit B-1 - Major Improvement Area Description
- Exhibit B-2 - Improvement Area #1 Description and Improvement Area #2 Description
- Exhibit C - Preliminary Service and Assessment Plan
- Exhibit C-1 - Authorized Improvements
- Exhibit D - Forms of Certification for Payment
- Exhibit E - Closing Disbursement Request
- Exhibit F - Intentionally Deleted
- Exhibit G - Home Buyer Disclosure Program
- Exhibit G-1 - Notice of Obligation to Pay
- Exhibit H - Completion Agreement

[Signature Pages Follow]


**CITY:**

**CITY OF MANOR, TEXAS**

By:   
Name: Dr. Larry Wallace Jr.  
Title: Mayor

**OWNER:**


**FORESTAR (USA) REAL ESTATE GROUP,  
INC.,** a Delaware corporation

By:   
Name: James D. Allen  
Title: Chief Financial Officer

It is hereby acknowledged that the undersigned Consenting Party is executing this Agreement solely due to the fact that it is an owner of a portion of the Property and, except for the obligations expressly set forth under the Landowner Agreement, the undersigned Consenting Party has no rights, duties or obligations under this Agreement.

**CONSENTING PARTY:**

RHOF, LLC,  
a Texas limited liability company

By:   
Name: Gordon Reger  
Title: Manager

It is hereby acknowledged that the undersigned Consenting Party is executing this Agreement solely due to the fact that it is an owner of a portion of the Property and, except for the obligations expressly set forth under the Landowner Agreement, the undersigned Consenting Party has no rights, duties or obligations under this Agreement.

**CONSENTING PARTY:**

**Continental Homes of Texas, L.P.**  
(a Texas limited partnership)

By: CHTEX of Texas, Inc.  
(a Delaware corporation)  
*Its General Partner*


By:   
Name: Adib R Khoury  
Title: Asst Secretary

EXHIBIT "A"  
DEFINITIONS

Unless the context requires otherwise, and in addition to the terms defined above, each of the following terms and phrases used in this Agreement has the meaning ascribed thereto below:

**"Acceptance Date"** means, with respect to an Authorized Improvement or Segment, the date that the Actual Cost thereof is paid to the Owner pursuant to the terms hereof.

**"Acquisition and Reimbursement Agreement"** means collectively, the IA Acquisition and Reimbursement Agreement and the Major Acquisition and Reimbursement Agreement.

**"Actual Cost(s)"** means, with respect to the Authorized Improvements, the Owner's demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement, as specified in a payment request in a form that has been reviewed and approved by the City and in an amount not to exceed the amount for each Authorized Improvements as set forth in the Service and Assessment Plan (subject to cost overruns). Actual Costs may include (a) the costs incurred by or on behalf of the Owner (either directly or through affiliates) for the design, planning, financing, administration/management, acquisition, installation, construction and/or implementation of such Authorized Improvements, (b) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvements, (c) Construction Management Fee, (d) the costs incurred by or on behalf of the Owner for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, (e) all labor, bonds and materials, including equipment and fixtures, by contractors, builders and materialmen in connection with the acquisition, construction or implementation of the Authorized Improvements, (f) all related permitting and public approval expenses, architectural, engineering, and consulting fees, financing charges, taxes, governmental fees and charges, insurance premiums, and all payments for Annual Collection Costs after the date of a resolution authorizing such reimbursement, plus Interest, if any, at the lower of (x) the maximum interest rate permitted by the PID Act or (y) the interest rate of the Bonds calculated from the respective dates of the expenditures until the date of reimbursement therefore. **"Actual Cost(s)"** with respect to the Wastewater Facilities constructed by the City means Owner's share of the cost thereof, to the extent and at the time required to be paid by the Owner to the City.

**"Administrator"** has shall mean P3Works, LLC, or any subsequent person or entity designated by the City.

**"Affiliate"** means an entity which is controlled by, controls, or is under common control with Owner.

**"Agreement"** has the meaning given in the recitals to this Agreement.

**"Annual Collection Costs"** means the administrative, organization, maintenance and operation costs and expenses associated with, or incident to, the administration, organization, maintenance and operation of the District, including, but not limited to, the costs of (i) legal



counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, (ii) creating and organizing the District and preparing the assessment roll, (iii) computing, levying, collecting and transmitting the Assessments or the installments thereof, (iv) maintaining the record of installments, payments and reallocations and/or cancellations of the Assessments, (v) issuing, paying and redeeming the PID Bonds, (vi) investing or depositing the Assessments, (vii) complying with the PID Act with respect to the PID Bonds, (viii) paying the paying agent/registrars' and trustee's fees and expenses (including the fees and expenses of its legal counsel), and (ix) administering the construction of the Authorized Improvements, in accordance with the terms of this Agreement.

**“Annual Installment”** shall have the meaning given in the Service and Assessment Plan.

**“Appraisal”** means each appraisal of the Property (or applicable component thereof, as required by Section 2.01(h) hereof.

**“Assessed Property”** shall have the meaning given in the Service and Assessment Plan.

**“Assessment(s)”** means the assessments levied against properties in the District, as provided for in an Assessment Ordinance, including any supplemental assessments or reallocation of assessments levied in accordance with Sections 372.019 and 372.020 of the PID Act.

**“Assessment Ordinance”** means each ordinance, resolution or order adopted by the City Council levying the Assessments on the Property, as required by Article II of this Agreement.

**“Assessment Revenues”** means money collected by or on behalf of the City from any one or more of the following: (i) an Assessment levied against an assessed parcel, or Annual Installment payment thereof, including any interest on such Assessment or Annual Installment thereof during any period of delinquency, (ii) a Prepayment, (iii) Delinquent Collection Costs (as defined in the Indenture), and (iv) Foreclosure Proceeds (as defined in the Indenture).

**“Attorney General”** means the Texas Attorney General's Office.

**“Authorized Improvements”** means the improvements authorized by Section 372.003 of the PID Act, as further described in the Service and Assessment Plan. The Authorized Improvements contemplated for this Project are listed on Exhibit “C-1” attached hereto.

**“Bond Counsel”** means Bickerstaff Heath Delgado Acosta LLP.

**“Bond Issuance Costs”** means costs relating to the authorization, sale and issuance of the PID Bonds including, printing costs, costs of reproducing and binding documents, closing costs, filing and recording fees, initial fees, expenses and charges of the Trustee, including its first annual administration fee, expenses incurred by the City or Owners in connection with the issuance of the PID Bonds (provided such expenses are defined as “issuance costs” under the Tax Code), the SAP Consultant's fees, bond (underwriter's) discount or underwriting fee, legal fees and charges, including Bond Counsel, charges for execution, transportation and safekeeping of the PID Bonds and other costs, charges and fees in connection with the issuance of the PID Bonds.

“**Bond Issuance Request**” means written request made by Owner to the City in good faith as evidenced by Owner’s expenditure of necessary amounts for market studies, financial analysis, legal counsel, and other professional services and due diligence necessary to support the request.

“**Bond Proceeds**” shall have the meaning given to them in Section 5.01(i) hereof.

“**Certification for Payment**” means the certificate (whether one or more) in substantially the same form as Exhibit “D” attached hereto.

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

“**City Construction Representative**” means the City Engineer or such other person selected by the City to oversee the construction of the Authorized Improvements on behalf of the City.

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

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

“**City PID Costs**” shall have the meaning given in Section 8.02(a) of this Agreement.

“**Closing Disbursement Request**” means the request (whether one or more) in substantially the same form as Exhibit “E” attached hereto.

“**Completed Authorized Improvements**” means any Authorized Improvement that has been 100% completed, dedicated and conveyed by the Owner and accepted by the City.

“**Completion Agreement**” shall have the meaning given in Section 3.07 of this Agreement.

“**Consenting Party**” shall collectively mean RHOF and Horton.

“**Construction Manager**” means initially the Owner, and thereafter subject to change in accordance with Article III of this Agreement. The City acknowledges and agrees that (i) the Owner intends to subcontract out the duties of Construction Manager to a third party and (ii) Owner’s hiring of the initial subcontractor to serve as the Construction Manager shall not be deemed a change in the Construction Manager pursuant to the terms and conditions of Article III of this Agreement.

“**Construction Management Fee**” means 4% of the costs incurred by or on behalf of Owner for the construction of each Segment. The Construction Management Fee is part of the Actual Costs.

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

“**Debt**” means any bond, note, or other evidence of indebtedness incurred, entered into, or issued by the City related exclusively to the District.

**“Delinquent Collection Costs”** means interest, penalties and expenses incurred or imposed with respect to any delinquent installment of an Assessment, or an Annual Installment thereof, in accordance with the PID Act which includes the Actual Costs related to pursuing collection of such delinquent Assessment, or an Annual Installment thereof, and the Actual Costs related to foreclosing the lien against the Assessed Property, including attorney’s fees to the extent permitted under State law.

**“Deposit Agreement”** shall have the meaning given in Section 8.02(a) of this Agreement.

**“Designated Successors and Assigns”** shall mean (i) an entity to which Owner assigns (in writing) its rights and obligations contained in this Agreement pursuant to Section 8.03 related to all or a portion of the Property, (ii) any entity which is the successor by merger or otherwise to all or substantially all of Owner’s assets and liabilities including, but not limited to, any merger or acquisition pursuant to any public offering or reorganization to obtain financing and/or growth capital; or (iii) any entity which may have acquired all of the outstanding stock or ownership of assets of Owner.

**“Development Agreement”** has the meaning given in the recitals of this Agreement.

**“District”** has the meaning given in the recitals to this Agreement.

**“End User”** means any tenant, user, or owner of a fully developed and improved lot.

**“Effective Date”** has the meaning given in the recitals to this Agreement.

**“Force Majeure”** shall mean delays due to strikes, acts of God, inability to obtain labor or materials, litigation, enemy action, civil commotion, fire, rain or windstorm, governmental action or inaction, or similar causes, provided such similar causes are beyond the reasonable control of the party whose obligations are affected by such acts.

**“Home Buyer Disclosure Program”** means the disclosure program, administered by the Administrator as set forth in a document in substantially the same form as Exhibit “H” attached hereto, that establishes a mechanism to disclose to each End User the terms and conditions under which their lot is burdened by the District.

**“IA #1-2 PID Bonds”** has the meaning given in Section 2.01(b) of this Agreement.

**“Improvement Area”** has the meaning given in Section 2.01(b) of this Agreement.

**“Improvement Area #1”** has the meaning given in Section 2.01(b) of this Agreement.

**“Improvement Area #2”** has the meaning given in Section 2.01(b) of this Agreement.

**“Indenture”** means the applicable Indenture of Trust between the City and a trustee relating to the issuance of a series of PID Bonds for financing costs of Authorized Improvements, as it may be amended from time to time.

**“Interest”** shall mean the interest rate charged for the PID Bonds or such other interest rate as may be required by applicable law.

**“Landowner”** shall mean the owner(s) of the Property, which currently are Owner and the Consenting Party.

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

**“Major Improvement Area”** has the meaning given in Section 2.01(b) of this Agreement.

**“Major Improvement Area PID Bonds”** has the meaning given in Section 2.01(b) of this Agreement.

**“Maximum Assessment”** shall have the meaning given in the Service and Assessment Plan.

**“Maximum Equivalent Tax Rate”** means, for each lot classification identified in the Service and Assessment Plan, \$0.33 per \$100 of estimated buildout value. The estimated buildout value for a lot classification shall be determined by the Administrator and confirmed by the City Council by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, information provided by the Owner, or any other information that may help determine buildout value.

**“Operating Account”** shall have the meaning given in the Acquisition and Reimbursement Agreement.

**“Owner”** has the meaning given in the recitals to this Agreement.

**“Owner’s Association”** means a homeowner’s association or property owner’s association.

**“Owner Continuing Disclosure Agreement”** shall have the meaning given in the Indenture or any purchase agreement relating to the sale of the PID Bonds.

**“Owner Expended Funds”** has the meaning given in Section 4.02(c) of this Agreement.

**“Party”** means the Owner or the City, as parties to this Agreement, and **“Parties”** means collectively, the Owner and the City.

**“Parity Bonds”** means any PID Bonds issued subsequent to the Improvement Area #1-2 PID Bonds or Major Improvement Area PID Bonds and secured on a parity basis therewith.

**“Payment Request”** means the document to be provided by the Owner to substantiate the Actual Cost of one or more Segments.

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

**“PID Bonds”** means the special assessment revenue bonds to be issued by the City, in one or more series, to finance the Authorized Improvements that confer special benefit on the land within the District, which may include funds for any required reserves and amounts necessary to pay the Bond Issuance Costs, and to be secured by the revenues and funds pledged under an Indenture, consisting primarily of the Assessments, pursuant to the authority granted in the PID Act, and as described by this Agreement for the purposes of (i) financing the costs of Authorized Improvements and related costs and (ii) reimbursing the Owner for Actual Costs paid prior to the issuance of the PID Bonds. This term is used to collectively refer to the Major Improvement Area PID Bonds, the Improvement Area #1-2 PID Bonds and any Parity Bonds throughout this Agreement.

**“PID Bond Ordinance”** means and refers to the order(s) or ordinances of the City Council that will authorize and approve the issuance and sale of the PID Bonds and provide for their security and payment, either under the terms of the bond order or a trust indenture related to the PID Bonds.

**“PID Bond Security”** means the funds that are to be pledged in or pursuant to the PID Bond Ordinance or the Indenture to the payment of the debt service requirements on the PID Bonds, consisting of the Assessments, including earnings and income derived from the investment or deposit of Assessments in the special funds or accounts created and established for the payment and security of the PID Bonds, unless such earnings are required to be deposited into a rebate fund for payment to the federal government.

**“Pledged Revenue Fund”** means the separate and unique fund established by the City under such name pursuant to the Indenture wherein the Special Assessment Revenues are deposited.

**“Preliminary Service and Assessment Plan”** means the Manor Heights Public Improvement District Preliminary Service and Assessment Plan, which is attached hereto as Exhibit “C”.

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

**“Project”** has the meaning given in the recitals to this Agreement.

**“Project Engineer”** means the civil engineer or firm of civil engineers selected by the Owner to perform the duties set forth herein, which is currently Kimley-Horn. Owner reserves the right to replace the Project Engineer at any time in Owner’s sole discretion.

**“Project Fund”** means the separate and unique fund established by the City under such name pursuant to the Indenture as described in Section 5.02 hereof.

**“Property”** has the meaning given in the recitals to this Agreement.

**“Regulatory Requirements”** means the requirements and provisions of the City over the Authorized Improvements, as adjusted by the PUD and Development Agreement.

**“Reimbursement Obligation Balance”** has the meaning given in Section 4.02(c) of this Agreement.

**“SAP Consultant”** means Development Planning & Financing Group, Inc.

**“Segment” or “Segments”** means the discrete portions of the Authorized Improvements identified as such.

**“Service and Assessment Plan”** means the Manor Heights Public Improvement District Service and Assessment Plan (as such plan is amended, supplemented, and updated from time to time), to be initially adopted by the City Council in the initial Assessment Ordinance for the purpose of assessing allocated costs against property located within the boundaries of the District having terms, provisions and findings approved and agreed to by the Owner, as required by Article II of this Agreement.

**“State”** means the State of Texas.

**“Tax Certificate”** shall have the meaning given in Section 5.01(g) hereof.

**“Tax Code”** means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

**“Transfer”** shall have the meaning given in Section 2.05 hereof.

**“Transferee”** shall have the meaning given in Section 2.05 hereof.

**“Trustee”** means the trustee under the Indenture, and any successor thereto permitted under such Indenture and any other Trustee under a future Indenture.

**“Underwriter”** means FMSbonds, Inc., or its successor.

**“Wastewater Facilities”** means the wastewater facilities to be built by the City which are more particularly described on Exhibit “C-1” attached hereto.

**Exhibit "B"****PROPERTY DESCRIPTION FOR PROJECT**

90.089 ACRES OUT OF THE A.C. CALDWELL SURVEY, ABSTRACT NUMBER 154, TRAVIS COUNTY, TEXAS AND BEING THE TRACTS OF LAND CONVEYED TO RHOF, LLC, A TEXAS LIMITED LIABILITY COMPANY, PER DEED RECORDED AS DOCUMENT NO.2017194263 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

44.0347 ACRES OF LAND LOCATED IN THE A.C. CALDWELL SURVEY, ABSTRACT NUMBER 154, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN CALLED 180.83 ACRES OF LAND CONVEYED TO ALMA JUANITA MEIER, AS DESCRIBED IN VOLUME 11376, PAGE 676, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

267.972 ACRES OF LAND LOCATED IN THE LEMUEL KIMBRO SURVEY, ABSTRACT NUMBER 456 AND THE A.C. CALDWELL SURVEY, ABSTRACT NUMBER 154, TRAVIS COUNTY, TEXAS AND BEING THE SAME 267.972 ACRE TRACT OF LAND CONVEYED TO SKY VILLAGE KIMBRO ESTATES, LLC, AS DESCRIBED IN DOCUMENT NUMBER 2016214460, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

(35.626 AC) LOT 2, J.F. NAGLE ESTATES, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NO. 199900207, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, TOGETHER WITH A NON-EXCLUSIVE 60 FOOT WIDE ACCESS AND PUBLIC UTILITY EASEMENT AS CREATED AND MORE PARTICULARLY DESCRIBED IN THAT DECLARATION OF ACCESS AND PUBLIC UTILITY EASEMENT RECORDED IN DOCUMENT NO. 1999058184, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, BEING THE SAME 35.626 ACRES CONVEYED TO SKY VILLAGE KIMBRO ESTATES, LLC, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

3.469 ACRES OF LAND LOCATED IN THE LEMUEL KIMBRO SURVEY, ABSTRACT NUMBER 456, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO SKY VILLAGE KIMBRO ESTATES, LLC, AS RECORDED IN 2017157471 OF THE OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS

157.9603 ACRES OUT OF THE A.C. CALDWELL SURVEY NO.52, ABSTRACT 154 AND THE LEMUEL KIMBRO SURVEY NO.64, ABSTRACT 456, AND BEING THE TRACTS OF LAND CONVEYED TO KIMBRO ROAD ESTATES, LP PER DEED RECORDED AS DOCUMENT NO.201780865 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

**A METES AND BOUNDS  
DESCRIPTION OF A  
3.700 ACRE RIGHT-OF-WAY OF LAND**

**BEING** a 3.700 acre (161,158 square feet) tract of land situated in the A.C. Caldwell Survey No. 52, Abstract No. 154, City of Manor, Travis County, Texas; and being a portion of Old Kimbro Road (80 feet wide); and being more particularly described as follows:

**COMMENCING**, at a 1/2-inch iron rod with a plastic cap stamped "KHA" found on the southerly right-of-way line of said Old Kimbro Road marking the northwest corner of a called 51.533 acre tract of land described in instrument to Chau Dinh and Kim Pham recorded in Document No. 2014139510 of the Official Public Records of Travis County, same being the northeast corner of a called 90.0886 acre tract of land described in instrument to RHOF, LLC recorded in Document No. 2017194263 of the Official Public Records of Travis County;

**THENCE**, North 85°48'57" West, 846.55 feet, along the southerly right-of-way line of Old Kimbro Road and the north line of said 90.0886 acre tract to the **POINT OF BEGINNING** of the herein described tract;

**THENCE**, continuing along the southerly right-of-way of said Old Kimbro Road and along the north line of said 90.0886 acre tract the following two (2) courses and distances:

1. North 85°48'57" West, 1629.02 feet to an iron rod with plastic cap stamped "KHA" found for a point of curvature,
2. in a southwesterly direction, along a tangent curve to the left, a central angle of 43°49'58", a radius of 533.10 feet, a chord bearing and distance of South 72°20'04" West, 397.96 feet, and a total arc length of 407.64 feet to a point for corner,

**THENCE**, departing the north line of said 90.0886 acre tract and crossing said Old Kimbro Road the following two (2) courses and distances:

1. North 40°17'42" West, 46.07 feet to a point for corner,
2. North 61°40'04" West, 35.46 feet to a 5/8-iron rod found on the northerly right-of-way line of said Old Kimbro Road marking the southwest corner of a called 157.9603 acre tract of land described in instrument to RHOF, LLC recorded in Document No. 2017180885 of the Official Public Records of Travis County;

**THENCE**, along the northerly right-of-way line of said Old Kimbro Road and along the south line of said 157.9603 acre tract the following three (3) courses and distances:

1. in a northeasterly direction, along a non-tangent curve to the right, a central angle of 36°32'19", a radius of 613.14 feet, a chord bearing and distance of North 68°23'46" East, 384.42 feet, and a total arc length of 391.01 feet to a 1/2-iron rod found for a point for corner;
2. in a northeasterly direction, along a non-tangent curve to the right, a central angle of 7°10'29", a radius of 1407.07 feet, a chord bearing and distance of South 89°23'14" East, 176.08 feet, and a total arc length of 176.20 feet to a concrete monument found for a point of tangency;
3. South 85°54'35" East, 1541.16 feet to a point for corner;

**THENCE**, South 4°11'03" West, 80.00 feet departing the south line of said 157.9603 acre tract and crossing said Old Kimbro Road to the **POINT OF BEGINNING**, and containing 3.700 acres of right-of-way in Travis County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD83). All distances are on the surface and shown in U.S. Survey Feet. To convert grid distances to grid, apply the combined SURFACE to GRID scale factor of 0.99992097045. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas

ABEL P. STENDAHL  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6754  
801 NW LOOP 410, SUITE 350  
SAN ANTONIO, TEXAS 78216  
PH. 210-541-9166  
abel.stendahl@kimley-horn.com



**EXHIBIT OF A 3.700 ACRE  
RIGHT-OF-WAY  
TO BE RELEASED**  
A.A. CALDWELL SURVEY NO. 52,  
ABSTRACT NO. 154  
TRAVIS COUNTY, TEXAS

Kimley»Horn

201 NW Loop 410, Suite 350 San Antonio, Texas 78216 FIRM # 10199073 Tel. No. (210) 541-9100 www.kimley-horn.com

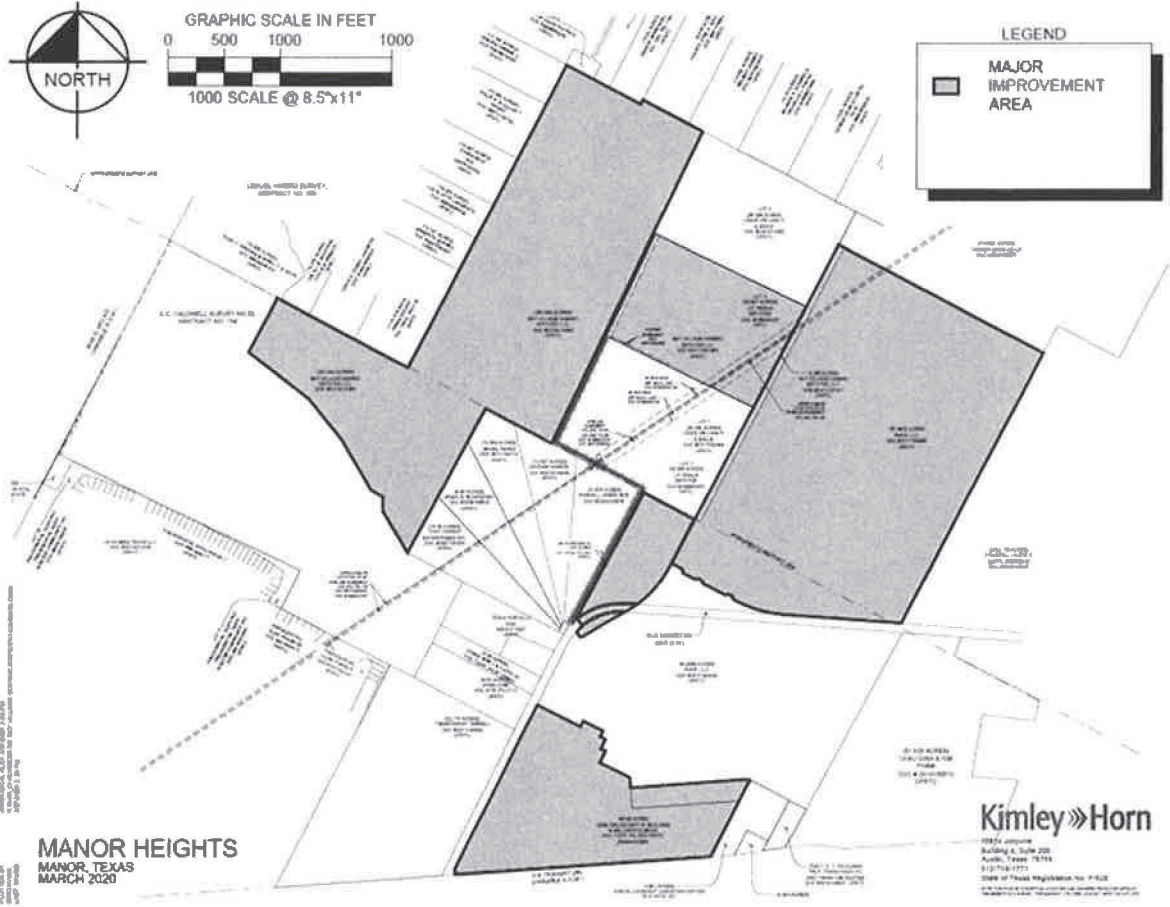
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### Exhibit "B-1"

## MAJOR IMPROVEMENT AREA DESCRIPTION



**Exhibit "B-2"**

IMPROVEMENT AREA #1 DESCRIPTION  
IMPROVEMENT AREA #2 DESCRIPTION

**LEGAL DESCRIPTION**  
**127.220 ACRES OF LAND**

127.220 acres of land located in the A.C. Caldwell Survey, Abstract Number 154, Travis County, Texas and being a portion of that certain called 267.942 acre tract of land conveyed to Sky Village Kimbro Estates, LLC, as described in Document Number 2016214460, Official Public Records of Travis County, Texas; said 127.220 acres being more particularly described as follows:

**BEGINNING**, at a found 60D nail located in the southeasterly right of way line of Bois D Arc Road and marking the most westerly southwest corner of the said 267.942 acres;

**THENCE**, along the southeasterly right of way line of Bois D Arc Road, the following courses:

North 26deg 34' 25" East, a distance of 97.95 feet, to a point;  
North 27deg 29' 03" East, a distance of 2033.50 feet, to a found ½ inch iron rod;

**THENCE**, leaving the southeasterly right of way line of Bois D Arc and along the boundary lines of the said 267.942 acre tract, the following courses:

South 62deg 00' 08" East, a distance of 1087.10 feet, to a point;  
South 27deg 59' 52" West, a distance of 546.56 feet, to a point;  
South 52deg 43' 04" East, a distance of 667.78 feet, to a point;  
South 39deg 17' 57" East, a distance of 485.70 feet, to a point;  
South 30deg 19' 16" East, a distance of 1155.97 feet, to a point;  
South 62deg 32' 46" East, a distance of 552.04 feet, to a found ½ inch iron rod;  
South 26deg 28' 58" West, a distance of 604.34 feet, to a point;  
South 26deg 46' 43" West, a distance of 346.69 feet, to a found 1" iron pipe;  
North 62deg 59' 47" West, a distance of 238.66 feet, to a found 60D nail;  
North 63deg 39' 43" West, a distance of 66.97 feet, to a found 1" iron pipe;  
North 62deg 38' 12" West, a distance of 695.93 feet, to a point;  
North 62deg 42' 20" West, a distance of 330.87 feet, to a point;  
North 26deg 23' 28" East, a distance of 379.90 feet, to a found ½ inch iron rod;  
North 64deg 58' 30" West, a distance of 812.74 feet, to a found 60D nail;  
North 64deg 44' 31" West, a distance of 669.79 Feet, to a found 60D nail;  
North 63deg 33' 33" West, a distance of 909.33 feet, to the **POINT OF BEGINNING** and containing 127.220 acres (5,541,696 square feet) of land, more or less.

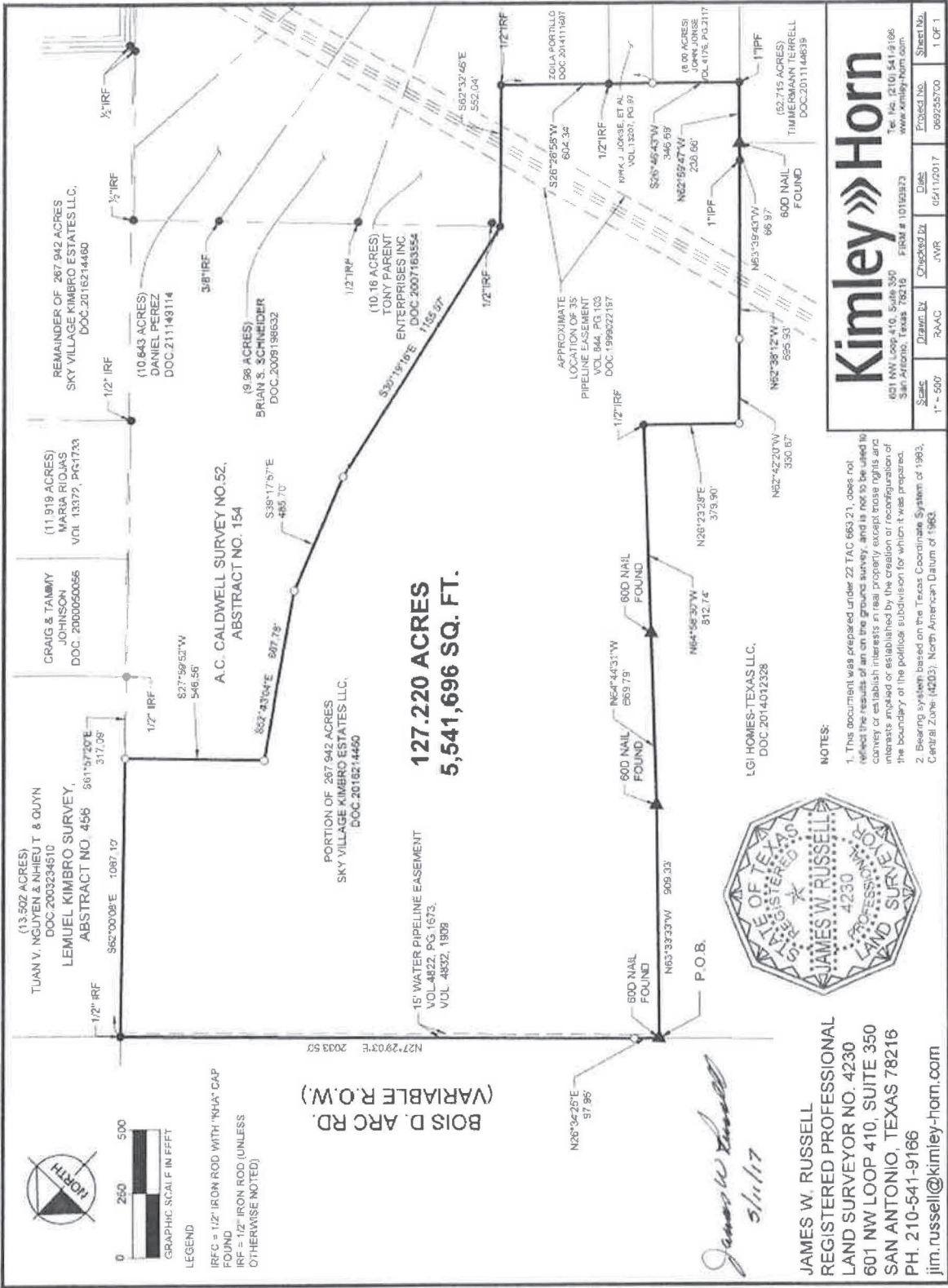
Bearing system based on the Texas Coordinate System of 1983, Central Zone (4203), North American Datum of 1983.

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

*James W Russell*  
5/10/17

James W. Russell  
Registered Professional Land Surveyor No. 4230  
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Ph. 210-541-9166  
[jim.russell@kimley-horn.com](mailto:jim.russell@kimley-horn.com)  
TBPLS Firm No. 10193973





0 250 500  
 GRAPHIC SCALE IN FEET  
 LEGEND  
 IRFC = 1/2" IRON ROD WITH "RHA" CAP FOUND  
 IRF = 1/2" IRON ROD (UNLESS OTHERWISE NOTED)

BOIS D. ARC RD.  
 (VARIABLE R.O.W.)

**127.220 ACRES**  
**5,541,696 SQ. FT.**

*James W. Russell*  
 5/11/17



**JAMES W. RUSSELL**  
 REGISTERED PROFESSIONAL  
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 jim.russell@kimley-horn.com

**NOTES:**

- This document was prepared under 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 appurtenant or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.
- Bearing system based on the Texas Coordinate System of 1983, Central Zone (4203), North American Datum of 1983.

# Kimley»Horn

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Scale	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
1" = 500'	RAC	JWR	05/11/2017	06225720	1 OF 1

**Exhibit “C”**

PRELIMINARY SERVICE AND ASSESSMENT PLAN

[See attached]

2021-4-  
21\_MAN\_Manor\_Heights\_SAP -  
Preliminary (01320016).DOCX

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APRIL 21, 2021  
PRELIMINARY SERVICE AND ASSESSMENT PLAN



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## INTRODUCTION

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

On November 7, 2018, the City passed and approved Resolution No. 2018-10 authorizing the creation of the District in accordance with the PID Act, which authorization was effective upon publication as required by the PID Act. On October 7, 2020, the City authorized additional land to be included within the District pursuant to Resolution No. 2020-11. The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 602.9 acres located within the City, as described by metes and bounds on **Exhibit A-1** and depicted on **Exhibit B-1**.

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

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

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City. The Assessment against each Assessed Property must be sufficient to pay its share of the Actual Costs apportioned to the Assessed Property and cannot exceed the special benefit conferred on the Assessed Property by the Authorized Improvements. The Improvement Area #1 Assessment Roll is included as **Exhibit F**. The Improvement Area #2 Assessment Roll is included as **Exhibit H**. The Major Improvement Area Assessment Roll is included as **Exhibit J**.

## SECTION I: DEFINITIONS

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

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

**“Additional Interest Rate”** means the 0.50% additional interest charged on Assessments securing PID Bonds pursuant to Section 372.018 of the PID Act.

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

**“Annual Collection Costs”** mean the actual or budgeted costs and expenses for: (1) the Administrator and City staff; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (5) issuing, paying, and redeeming PID Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with this Service and Assessment Plan and the Act with respect to the issuance and sale of PID Bonds, including continuing disclosure requirements; and (8) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

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

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

**“Appraisal District”** means Travis Central Appraisal District.

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

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

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

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

**“Assessment Roll”** means one or more assessment rolls for the Assessed Property within the District, as updated, modified or amended from time to time in accordance with the procedures set forth herein, and in the PID Act, including any Annual Service Plan Updates. The Improvement Area #1 Assessment Roll is included as **Exhibit F**. The Improvement Area #2 Assessment Roll is included as **Exhibit H**. The Major Improvement Area Assessment Roll is included as **Exhibit J**.

**“Authorized Improvements”** means improvements authorized by Section 372.003 of the PID Act as described in **Section III** and **Exhibit C** and depicted on **Exhibit O**.

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

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

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

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

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

**“Developer”** means Forestar (USA) Real Estate Group Inc., and any successor and assigns.

**“District”** means the Manor Heights Public Improvement District containing approximately 602.9 acres located within the City and shown on **Exhibit B-1** and more specifically described in **Exhibit A-1**.

**“District Formation Expenses”** means the costs associated with forming the District, including but not limited to 1st year District administration reserves, and any other cost or expense directly associated with the establishment of the District.

**“Estimated Buildout Value”** means the estimated buildout value of an Assessed Property at the time Assessments are levied, and shall be determined by the Administrator and confirmed by the City Council by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other information that may impact value.

**“Improvement Area #1”** means approximately 127.37 acres located within the District, as shown on **Exhibit B-2** and more specifically described in **Exhibit A-2**.

**“Improvement Area #1-2 Bonds”** mean those certain “City of Manor, Texas, Special Assessment Revenue Bonds, Series 2021 (Manor Heights Public Improvement District Improvement Area #1-2 Project)”, that are secured by Improvement Area #1 Assessments and Improvement Area #2 Assessments.

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

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

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

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

**“Improvement Area #1 Improvements”** mean those Authorized Improvements that only benefit Improvement Area #1, more specifically described in **Section III.B**, and which are to be financed with the proceeds of the Improvement Area #1-2 Bonds.

**“Improvement Area #1 Initial Parcel”** means all of the area within Improvement Area #1, other than Non-Benefited Property, as generally described by metes and bounds in **Exhibit A-2** and shown on the map on **Exhibit B-2**, consisting of approximately 127.37 acres. Until a plat has been recorded and a Property ID has been assigned by the Appraisal District to each Lot within Improvement Area #1, the Improvement Area #1 Annual Installment will be allocated to each property ID within the Improvement Area #1 Initial Parcel based on the Travis Central Appraisal District acreage for billing purposes only.

**“Improvement Area #1 Projects”** mean Improvement Area #1 Improvements and Improvement Area #1’s allocable share of the Major Improvements.

**“Improvement Area #2”** means approximately 91.81 acres located within the District, as shown on **Exhibit B-3** and more specifically described in **Exhibit A-3**.

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

**“Improvement Area #2 Assessed Property”** means any Parcel within Improvement Area #2 against which an Improvement Area #2 Assessment is levied.

**“Improvement Area #2 Assessment”** means an Assessment levied against Improvement Area #2 Assessed Property and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #2 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

**“Improvement Area #2 Assessment Roll”** means the Assessment Roll for the Improvement Area #2 Assessed Property and included in this Service and Assessment Plan as **Exhibit H**, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and

in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

**“Improvement Area #2 Improvements”** mean those Authorized Improvements that only benefit Improvement Area #2, and more specifically described in **Section III.C**, and which are to be financed with the proceeds of the Improvement Area #1-2 Bonds.

**“Improvement Area #2 Initial Parcel”** means all of the area within Improvement Area #2, other than Non-Benefited Property, as generally described by metes and bounds in **Exhibit A-3** and shown on the map on **Exhibit B-3**, consisting of approximately 91.81 acres. Until a plat has been recorded and a Property ID has been assigned by the Appraisal District to each Lot within Improvement Area #2, the Improvement Area #2 Annual Installment will be allocated to each property ID within the Improvement Area #2 Initial Parcel based on the Travis Central Appraisal District acreage for billing purposes only.

**“Improvement Area #2 Projects”** mean Improvement Area #2 Improvements and Improvement Area #2’s allocable share of the Major Improvements.

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

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

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

**“Lot Type 1”** means a Lot within Improvement Area #1 designated as a 50’ single-family residential lot by the Owner, as shown on the map attached as **Exhibit N**.

**“Lot Type 2”** means a Lot within Improvement Area #2 designated as a 50’ single-family residential lot by the Owner, as shown on the map attached as **Exhibit N**.

**“Lot Type 3”** means a Lot within Improvement Area #2 designated as a 55’ single-family residential lot by the Owner, as shown on the map attached as **Exhibit N**.

**“Major Improvement Area”** means approximately 383.102 acres located within the District, as shown on **Exhibit B-4** and more specifically described in **Exhibit A-4**.

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

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

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

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

**“Major Improvement Area Bonds”** mean those certain “City of Manor, Texas, Special Assessment Revenue Bonds, Series 2021 (Manor Heights Public Improvement District Major Improvement Area Project).”

**“Major Improvement Area Initial Parcel”** means all of the area within Major Improvement Area, other than Non-Benefited Property, as generally described by metes and bounds in **Exhibit A-4** and shown on the map on **Exhibit B-4**, consisting of approximately 383.102 acres. Until a plat has been recorded on a property ID within Major Improvement Area, the Major Improvement Area Annual Installment will be allocated to each property ID within the Major Improvement Area Initial Parcel based on the Travis Central Appraisal District acreage for billing purposes only.

**“Major Improvement Area Projects”** mean Major Improvement Area’s allocable share of the Major Improvements and District Formation and Bond Issuance Costs.



**“Major Improvements”** mean the improvements and associated soft costs that benefit the entire District, and are more specifically described in **Section III.A.**

**“Maximum Assessment”** means, for each Lot within Improvement Area #1 and Improvement Area #2, the amount shown for each Lot Type on **Exhibit M.** The Maximum Assessment shall be reduced annually by the principal portion of the Annual Installment.

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

**“Owner”** means either Forestar (USA) Real Estate Group Inc., RHOF, LLC or Continental Homes of Texas, L.P. and any successor and assigns.

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

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

**“PID Bonds”** mean bonds issued by the City to finance the Actual Costs of the Authorized Improvements including the Improvement Area #1-2 Bonds and the Major Improvement Area Bonds.

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

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

**“Property ID”** mean a unique number assigned to each Parcel by the Appraisal District.

**“Service and Assessment Plan”** means this Service and Assessment Plan as amended, modified and updated from time to time.

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

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

## SECTION II: THE DISTRICT

The District includes approximately 602.9 contiguous acres located within the corporate limits of the City, as more particularly described by metes and bounds on **Exhibit A-1** and depicted on **Exhibit B-1**. Development of the District is anticipated to include approximately 1,250 single-family units, 370 condos, 68,999 square feet of office space, 17,250 square feet of restaurant space and 150,935 square feet of retail space.

Improvement Area #1 includes approximately 127.37 acres located within the District, as more particularly described by metes and bounds on **Exhibit A-2** and depicted on **Exhibit B-2**. Development of Improvement Area #1 is anticipated to include approximately 264 single-family units.

Improvement Area #2 includes approximately 91.81 acres located within the District, as more particularly described by metes and bounds on **Exhibit A-3** and depicted on **Exhibit B-3**. Development of Improvement Area #1 is anticipated to include approximately 251 single-family units.

The Major Improvement Area includes approximately 383.102 acres located within the District, as more particularly described by metes and bounds on **Exhibit A-4** and depicted on **Exhibit B-4**. Development of the Major Improvement Area is anticipated to include approximately 735 single-family units, 370 condos, 68,999 square feet of office space, 17,250 square feet of restaurant space and 150,935 square feet of retail space.

## SECTION III: AUTHORIZED IMPROVEMENTS

The City Council, based on information provided by the Owner and their engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the Major Improvements, the Improvement Area #1 Improvements, the Improvement Area #2 Improvements, and District Formation and Bond Issuance Costs are Authorized Improvements and confer a special benefit on the Assessed Property. The budget for the Authorized Improvements is shown on **Exhibit C**, and a map depicting the Authorized Improvements is shown on **Exhibit O**.

### A. Major Improvements

- *Wastewater Treatment Plant Phase 1*

Improvements designed and constructed in accordance with 30 TAC Chapter 217 Rules with a nominal treatment capacity of 200,000 gallons per day.

- *Roadway*

Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways part of the MAD4 collector roads. All related earthwork, excavation, erosion control, demolition and paving are included.

- *Kimbrow ROW Acquisition*

Improvements including easements needed for relocating the existing Manville water line conflicting with Old Kimbro Road widening.

- *Soft Costs*

Estimated to be 15% of above-described hard costs, inclusive of a 4% construction management fee.

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

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide water service to each Lot within Improvement Area #1.

- *Wastewater*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide wastewater service to each Lot within Improvement Area #1.

- *Drainage*

Improvements including trench excavation and embedment, trench safety, reinforced concrete pipe, manholes, storm outfalls, storm drain inlets, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to ensure proper drainage of the public roadways within Improvement Area #1.

- *Roadway*

Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways, testing, handicapped ramps, and street lights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included to provide roads to each Lot within Improvement Area #1.

- *Trails*

Improvements include approximately 5' wide crushed granite trails along the proposed public parkland to be dedicated to the City.

- *Soft Costs*

Include costs associated with engineering and design of Improvement Area #1 Improvements including permits, fees and fiscals.

### **C. Improvement Area #2 Improvements**

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide water service to each Lot within Improvement Area #2.

- *Wastewater*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide wastewater service to each Lot within Improvement Area #2.

- *Drainage*

Improvements including trench excavation and embedment, trench safety, reinforced concrete pipe, manholes, storm outfalls, storm drain inlets, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to ensure proper drainage of the public roadways within Improvement Area #2.

- *Roadway*

Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways, testing, handicapped ramps, and street lights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included to provide roads to each Lot within Improvement Area #2.

- *Soft Costs*

Include costs associated with engineering and design of Improvement Area #2 Improvements including permits, fees and fiscals.

#### D. Bond Issuance Costs

- *Debt Service Reserve Fund*

Equals the amount required to fund a reserve under an applicable Indenture.

- *Capitalized Interest*

Equals the amount of capitalized interest available for payment of interest on PID Bonds as reflected in an applicable Indenture.

- *Underwriter's Discount*

Equals a percentage of the par amount of a particular series of PID Bonds and includes a fee for underwriter's counsel.

- *Cost of Issuance*

Costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

#### E. District Formation Expenses

Costs associated with forming the District, including but not limited to 1st year District administration reserves, and any other cost or expense directly associated with the establishment of the District.

### SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan must be reviewed and updated, at least annually, and approved by the City Council. **Exhibit D** summarizes the Service Plan for the District.

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

## SECTION V: ASSESSMENT PLAN

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

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

### A. Assessment Methodology

The City Council, acting in its legislative capacity based on information provided by the Owner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the Authorized Improvements shall be allocated as follows:

- Major Improvements shall be allocated between the Major Improvement Area, Improvement Area #1, and Improvement Area #2 pro rata based on estimated buildout value, as shown on **Exhibit Q**.
- The Improvement Area #1 Improvements are allocated entirely to the Improvement Area #1 Initial Parcel.
- The Improvement Area #2 Improvements are allocated entirely to the Improvement Area #2 Initial Parcel.

### B. Assessments

Improvement Area #1 Assessments will be levied on the Improvement Area #1 Initial Parcel as shown on the Improvement Area #1 Assessment Roll, attached hereto as **Exhibit F**. The projected Improvement Area #1 Annual Installments are shown on **Exhibit G**, subject to revisions made during any Annual Service Plan Update.

Improvement Area #2 Assessments will be levied on the Improvement Area #2 Initial Parcel as shown on the Improvement Area #2 Assessment Roll, attached hereto as **Exhibit H**. The

projected Improvement Area #2 Annual Installments are shown on **Exhibit I**, subject to revisions made during any Annual Service Plan Update.

Major Improvement Area Assessments will be levied on the Major Improvement Area Initial Parcel as shown on the Major Improvement Area Assessment Roll, attached hereto as **Exhibit J**. The projected Major Improvement Area Annual Installments are shown on **Exhibit K**, subject to revisions made during any Annual Service Plan Update.

Upon subdivisions of the Improvement Area #1 Initial Parcel or the Improvement Area #2 Initial Parcel by final plat, the Maximum Assessment for each Lot Type is shown on **Exhibit M**. In no case will the Assessment for any Lot Type exceed the Maximum Assessment.

### C. Findings of Special Benefit

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

- *Improvement Area #1*
  1. The costs of Improvement Area #1 Projects and District Formation Expenses and Bond Issuance Costs equal \$8,625,681, as shown on **Exhibit C**; and
  2. The Improvement Area #1 Assessed Property receives special benefit from Improvement Area #1 Projects and District Formation Expenses and Bond Issuance Costs equal to or greater than the Actual Costs of the Improvement Area #1 Projects and District Formation Expenses and Bond Issuance Costs; and
  3. The Improvement Area #1 Assessed Property will be allocated 100% of the Improvement Area #1 Assessments levied on the Improvement Area #1 Initial Parcel for Improvement Area #1 Projects and District Formation Expenses and Bond Issuance Costs, which equal \$3,070,446, as shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit F**; and
  4. The special benefit ( $\geq$  \$8,625,681) received by the Improvement Area #1 Assessed Property from Improvement Area #1 Projects and District Formation Expenses and Bond Issuance Costs is equal to or greater than the amount of the Improvement Area #1 Assessments (\$3,070,446) levied on the Improvement Area #1 Initial Parcel; and
  5. At the time the City Council approved the Assessment Ordinance levying the Improvement Area #1 Assessments, the Owner owned 100% of the Improvement Area #1 Assessed Property. The Owner acknowledged that Improvement Area #1 Projects and District Formation Expenses and Bond Issuance Costs confer a special benefit on the Improvement Area #1 Assessed Property and consented to the imposition of the Improvement Area #1 Assessments to pay for Improvement Area #1

Projects and District Formation Expenses and Bond Issuance Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Improvement Area #1 Assessments on the Improvement Area #1 Initial Parcel.

- *Improvement Area #2*

1. The costs of Improvement Area #2 Projects and District Formation Expenses and Bond Issuance Costs equal \$10,446,878, as shown on **Exhibit C**; and
2. The Improvement Area #2 Assessed Property receives special benefit from Improvement Area #2 Projects and District Formation Expenses and Bond Issuance Costs equal to or greater than the Actual Costs of the Improvement Area #2 Projects and District Formation Expenses and Bond Issuance Costs; and
3. The Improvement Area #2 Assessed Property will be allocated 100% of the Improvement Area #2 Assessments levied on the Improvement Area #2 Initial Parcel for Improvement Area #2 Projects and District Formation Expenses and Bond Issuance Costs, which equal \$2,934,554, as shown on the Improvement Area #2 Assessment Roll attached hereto as **Exhibit H**; and
4. The special benefit ( $\geq$  \$10,446,878) received by the Improvement Area #2 Assessed Property from Improvement Area #2 Projects and District Formation Expenses and Bond Issuance Costs is equal to or greater than the amount of the Improvement Area #2 Assessments (\$2,934,554) levied on the Improvement Area #2 Initial Parcel; and
5. At the time the City Council approved the Assessment Ordinance levying the Improvement Area #2 Assessments, the Owner owned 100% of the Improvement Area #2 Assessed Property. The Owner acknowledged that Improvement Area #2 Projects and District Formation Expenses and Bond Issuance Costs confer a special benefit on the Improvement Area #2 Assessed Property and consented to the imposition of the Improvement Area #2 Assessments to pay for Improvement Area #2 Projects and District Formation Expenses and Bond Issuance Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Improvement Area #2 Assessments on the Improvement Area #2 Initial Parcel.



- *Major Improvement Area*

1. The costs of the Major Improvement Area Projects and District Formation Expenses and Bond Issuance Costs equal \$8,310,589, as shown on **Exhibit C**; and
2. The Major Improvement Area Assessed Property receives special benefit from the Major Improvement Projects and District Formation Expenses and Bond Issuance Costs equal to or greater than the Actual Costs of the Major Improvement Area Projects and District Formation Expenses and Bond Issuance Costs; and
3. The Major Improvement Area Assessed Property will be allocated 100% of the Major Improvement Area Assessments levied on the Major Improvement Area Initial Parcel for the Major Improvement Area Projects and District Formation Expenses and Bond Issuance Costs, which equal \$7,090,000, as shown on the Major Improvement Area Assessment Roll attached hereto as **Exhibit J**; and
4. The special benefit ( $\geq$  \$8,310,589) received by the Major Improvement Area Assessed Property from the Major Improvement Area Projects and District Formation Expenses and Bond Issuance Costs is equal to or greater than the amount of the Major Improvement Area Assessments (\$7,090,000) levied on the Major Improvement Area Initial Parcel; and
5. At the time the City Council approved the Assessment Ordinance levying the Major Improvement Area Assessments, the Owner owned 100% of the Major Improvement Area Assessed Property. The Owner acknowledged that the Major Improvement Area Projects and District Formation Expenses and Bond Issuance Costs confers a special benefit on the Major Improvement Area Assessed Property and consented to the imposition of the Major Improvement Area Assessments to pay for the Major Improvement Area Projects and District Formation Expenses and Bond Issuance Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Major Improvement Area Assessments on the Major Improvement Area Initial Parcel.

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

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

## E. Additional Interest

The interest rate on Assessments levied on the Assessed Property to pay the PID Bonds may exceed the interest rate on the PID Bonds by the Additional Interest Rate. Interest at the rate of the PID Bonds and the Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture.

## SECTION VI: TERMS OF THE ASSESSMENTS

### A. Reallocation of Assessments

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

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

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

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

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

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

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

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

Upon the subdivision of any Assessed Property based on a recorded subdivision plat and a Property ID has been assigned by the Appraisal District, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots based on Estimated Buildout Value according to the following formula:

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

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot

B = the Assessment for the Parcel prior to subdivision

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

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

E = the number of Lots with same Lot Type

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

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

### *3. Upon Consolidation*

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

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

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

without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay such Assessments.

### **C. Mandatory Prepayment of Assessments**

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

### **D. Reduction of Assessments**

If as a result of cost savings or an Authorized Improvement not being constructed, the Actual Costs of completed Authorized Improvements are less than the Assessments, the City Council shall reduce each Assessment on a pro-rata basis such that the sum of the resulting reduced Assessments for all Assessed Properties equals the reduced Actual Costs. Excess PID Bond proceeds shall be applied to redeem outstanding PID Bonds. The Assessments shall not, however, be reduced to an amount less than the outstanding PID Bonds.

The Administrator shall update (and submit to the City Council for review and approval as part of the next Annual Service Plan Update) the Assessment Roll and corresponding Annual Installments to reflect the reduced Assessments.

### **E. Prepayment of Assessments**

The owner of the Assessed Property may pay, at any time, all or any part of an Assessment in accordance with the PID Act. Interest costs from the date of prepayment to the date of redemption of the applicable PID Bonds, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

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

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

#### **F. Prepayment as a Result of Eminent Domain Proceeding or Taking**

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

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property) (the **“Remaining Property”**), following the reclassification of the Taken Property as Non-Benefited Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner of the Remaining Property will remain liable to pay in Annual Installments, or payable as otherwise provided by this Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the Maximum Assessment, the owner of the Remaining Property will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed the Maximum Assessment, in which case the Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the City receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against the amount of prepayment, with any remainder credited against the assessment on the Remainder Property.

In all instances the Assessment remaining on the Remaining Property shall not exceed the Maximum Assessment.

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a \$100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefited Property and the remaining 90 acres of Remaining Property shall

be subject to the \$100 Assessment, (provided that this \$100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the \$100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment on the Remaining Property by \$10, then the owner shall be required to pay \$10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to be \$90.

Notwithstanding the previous paragraphs in this subsection, if the owner of the Taken Property notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value requirement, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment to the Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirement. Said owner will remain liable to pay the Annual Installments on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this subsection, the Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirement on all outstanding PID Bonds.

#### **G. Payment of Assessment in Annual Installments**

**Exhibit G** shows the projected Improvement Area #1 Annual Installments. **Exhibit I** shows the projected Improvement Area #2 Annual Installments. **Exhibit K** shows the projected Major Improvement Area Annual Installments. **Exhibit L-1** shows the projected Annual Installments for Lot Type 1. **Exhibit L-2** shows the projected Annual Installments for Lot Type 2. **Exhibit L-3** shows the projected Annual Installments for Lot Type 3.

Assessments that are not paid in full shall be due and payable in Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update. Until a plat has been recorded on a Parcel and a Property ID has been assigned by the Appraisal District within Improvement Area #1, Improvement Area #2, or the Major Improvement Area, the Annual Installment will be allocated to each Property ID within the Improvement Area #1 Initial Parcel, Improvement Area #2 Initial Parcel and Major Improvement Area Initial Parcel, respectively, based on the Travis Central Appraisal District acreage for billing purposes only.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. Annual Collection Costs shall be allocated equally among Parcels for which the Assessments remain unpaid. Annual Installments shall be collected in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties,

procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes for the City. The City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the PID Act.

Sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay the non-delinquent Annual Installments as they become due and payable.

The City reserves the right to refund PID Bonds in accordance with the PID Act and the applicable Indenture. In the event of a refunding, the Administrator shall recalculate the Annual Installments so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute "PID Bonds."

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments shall be due when billed and shall be delinquent if not paid prior to February 1, 2022.

## SECTION VII: ASSESSMENT ROLL

The Improvement Area #1 Assessment Roll is attached as **Exhibit F**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Improvement Area #1 Assessment Roll and Improvement Area #1 Annual Installments for each Parcel within the Improvement Area #1 Assessed Property as part of each Annual Service Plan Update.

The Improvement Area #2 Assessment Roll is attached as **Exhibit H**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Improvement Area #2 Assessment Roll and Improvement Area #2 Annual Installments for each Parcel within the Improvement Area #2 Assessed Property as part of each Annual Service Plan Update.

The Major Improvement Area Assessment Roll is attached as **Exhibit J**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Major Improvement Area Assessment Roll and Major Improvement Area Annual Installments for each Parcel within the Major Improvement Area Assessed Property as part of each Annual Service Plan Update.

## SECTION VIII: ADDITIONAL PROVISIONS

### A. Calculation Errors

If the owner of a Parcel claims that an error has been made in any calculation required by this Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator by December 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 Service and Assessment Plan, the applicable ordinance authorizing the PID Bonds, or the Indenture, or is otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

### B. Amendments

Amendments to this Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this Service and Assessment Plan may be amended without notice to owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this Service and Assessment Plan.

### C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this Service and Assessment Plan. Interpretations of this Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners or developers adversely affected by the interpretation. Appeals shall be decided at a meeting of the City Council during which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the owners and developers and their successors and assigns.



#### **D. Severability**

If any provision of this Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

## LIST OF EXHIBITS

<b>Exhibit A-1</b>	District Legal Description
<b>Exhibit A-2</b>	Improvement Area #1 Legal Description
<b>Exhibit A-3</b>	Improvement Area #2 Legal Description
<b>Exhibit A-4</b>	Major Improvement Area Legal Description
<b>Exhibit B-1</b>	District Boundary Map
<b>Exhibit B-2</b>	Improvement Area #1 Boundary Map
<b>Exhibit B-3</b>	Improvement Area #2 Boundary Map
<b>Exhibit B-4</b>	Major Improvement Area Boundary Map
<b>Exhibit C</b>	Authorized Improvements
<b>Exhibit D</b>	Service Plan
<b>Exhibit E</b>	Sources and Uses
<b>Exhibit F</b>	Improvement Area #1 Assessment Roll
<b>Exhibit G</b>	Improvement Area #1 Annual Installments
<b>Exhibit H</b>	Improvement Area #2 Assessment Roll
<b>Exhibit I</b>	Improvement Area #2 Annual Installments
<b>Exhibit J</b>	Major Improvement Area Assessment Roll
<b>Exhibit K</b>	Major Improvement Area Annual Installments
<b>Exhibit L-1</b>	Lot Type 1 Annual Installments
<b>Exhibit L-2</b>	Lot Type 2 Annual Installments
<b>Exhibit L-3</b>	Lot Type 3 Annual Installments
<b>Exhibit M</b>	Maximum Assessment Per Lot Type
<b>Exhibit N</b>	Lot Type Classification Map
<b>Exhibit O</b>	Map of Authorized Improvements
<b>Exhibit P</b>	Notice of PID Assessment Termination
<b>Exhibit Q</b>	Estimated Buildout Value for Major Improvement Area, Improvement Area #1, and Improvement Area #2
<b>Exhibit R</b>	Improvement Area #1-2 Bond Debt Service Schedule
<b>Exhibit S</b>	Major Improvement Area Bond Debt Service Schedule

## EXHIBIT A-1 – DISTRICT LEGAL DESCRIPTION

### Exhibit A The Property

90.089 ACRES OUT OF THE A.C. CALDWELL SURVEY, ABSTRACT NUMBER 154, TRAVIS COUNTY, TEXAS AND BEING THE TRACTS OF LAND CONVEYED TO RHOF, LLC, A TEXAS LIMITED LIABILITY COMPANY, PER DEED RECORDED AS DOCUMENT NO.2017194263 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

44.0347 ACRES OF LAND LOCATED IN THE A.C. CALDWELL SURVEY, ABSTRACT NUMBER 154, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN CALLED 180.83 ACRES OF LAND CONVEYED TO ALMA JUANITA MEIER, AS DESCRIBED IN VOLUME 11376, PAGE 676, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

267.972 ACRES OF LAND LOCATED IN THE LEMUEL KIMBRO SURVEY, ABSTRACT NUMBER 456 AND THE A.C. CALDWELL SURVEY, ABSTRACT NUMBER 154, TRAVIS COUNTY, TEXAS AND BEING THE SAME 267.972 ACRE TRACT OF LAND CONVEYED TO SKY VILLAGE KIMBRO ESTATES, LLC, AS DESCRIBED IN DOCUMENT NUMBER 2016214460, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

(35.626 AC) LOT 2, J.F. NAGLE ESTATES, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NO. 199900207, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, TOGETHER WITH A NON-EXCLUSIVE 60 FOOT WIDE ACCESS AND PUBLIC UTILITY EASEMENT AS CREATED AND MORE PARTICULARLY DESCRIBED IN THAT DECLARATION OF ACCESS AND PUBLIC UTILITY EASEMENT RECORDED IN DOCUMENT NO. 1999058184, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, BEING THE SAME 35.626 ACRES CONVEYED TO SKY VILLAGE KIMBRO ESTATES, LLC, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

3.469 ACRES OF LAND LOCATED IN THE LEMUEL KIMBRO SURVEY, ABSTRACT NUMBER 456, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO SKY VILLAGE KIMBRO ESTATES, LLC, AS RECORDED IN 2017157471 OF THE OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS

157.9603 ACRES OUT OF THE A.C. CALDWELL SURVEY NO.52, ABSTRACT 154 AND THE LEMUEL KIMBRO SURVEY NO.64, ABSTRACT 456, AND BEING THE TRACTS OF LAND CONVEYED TO KIMBRO ROAD ESTATES, LP PER DEED RECORDED AS DOCUMENT NO.201780865 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

**A METES AND BOUNDS  
DESCRIPTION OF A  
3.700 ACRE RIGHT-OF-WAY OF LAND**

**BEING** a 3.700 acre (161,158 square feet) tract of land situated in the A.C. Caldwell Survey No. 52, Abstract No. 154, City of Manor, Travis County, Texas; and being a portion of Old Kimbro Road (80 feet wide); and being more particularly described as follows:

**COMMENCING**, at a 1/2-inch iron rod with a plastic cap stamped "KHA" found on the southerly right-of-way line of said Old Kimbro Road marking the northwest corner of a called 51.533 acre tract of land described in instrument to Chau Dinh and Kim Pham recorded in Document No. 2014139510 of the Official Public Records of Travis County, same being the northeast corner of a called 90.0886 acre tract of land described in instrument to RHOF, LLC recorded in Document No. 2017194263 of the Official Public Records of Travis County;

**THENCE**, North 85°48'57" West, 846.55 feet, along the southerly right-of-way line of Old Kimbro Road and the north line of said 90.0886 acre tract to the **POINT OF BEGINNING** of the herein described tract;

**THENCE**, continuing along the southerly right-of-way of said Old Kimbro Road and along the north line of said 90.0886 acre tract the following two (2) courses and distances:

- 1. North 85°48'57" West, 1629.02 feet to an iron rod with plastic cap stamped "KHA" found for a point of curvature;
- 2. in a southwesterly direction, along a tangent curve to the left, a central angle of 43°49'58", a radius of 533.10 feet, a chord bearing and distance of South 72°20'04" West, 397.96 feet, and a total arc length of 407.84 feet to a point for corner;

**THENCE**, departing the north line of said 90.0886 acre tract and crossing said Old Kimbro Road the following two (2) courses and distances:

- 1. North 40°17'42" West, 46.07 feet to a point for corner;
- 2. North 61°40'04" West, 35.46 feet to a 5/8-iron rod found on the northerly right-of-way line of said Old Kimbro Road marking the southwest corner of a called 157.9603 acre tract of land described in instrument to RHOF, LLC recorded in Document No. 2017180865 of the Official Public Records of Travis County;

**THENCE**, along the northerly right-of-way line of said Old Kimbro Road and along the south line of said 157.9603 acre tract the following three (3) courses and distances:

- 1. in a northeasterly direction, along a non-tangent curve to the right, a central angle of 36°32'19", a radius of 613.14 feet, a chord bearing and distance of North 68°23'46" East, 384.42 feet, and a total arc length of 391.01 feet to a 1/2-iron rod found for a point for corner;
- 2. in a northeasterly direction, along a non-tangent curve to the right, a central angle of 7°10'29", a radius of 1407.07 feet, a chord bearing and distance of South 89°23'14" East, 176.08 feet, and a total arc length of 176.20 feet to a concrete monument found for a point of tangency;
- 3. South 85°54'35" East, 1541.16 feet to a point for corner;

**THENCE**, South 4°11'03" West, 80.00 feet departing the south line of said 157.9603 acre tract and crossing said Old Kimbro Road to the **POINT OF BEGINNING**, and containing 3.700 acres of right-of-way in Travis County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD'83). All distances are on the surface and shown in U.S. Survey Feet. To convert grid distances to grid, apply the combined SURFACE to GRID scale factor of 0.99992097045. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

ABEL P. STENDAHL  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6754  
601 NW LOOP 410, SUITE 350  
SAN ANTONIO, TEXAS 78216  
PH. 210-541-9166  
abel.stendahl@kimley-horn.com



**EXHIBIT OF A 3.700 ACRE  
RIGHT-OF-WAY  
TO BE RELEASED**

A.A. CALDWELL SURVEY NO.52,  
ABSTRACT NO. 154  
TRAVIS COUNTY, TEXAS

**Kimley»Horn**

601 NW Loop 410, Suite 350 San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9166 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	DJG	APS	9/3/2020	069255703	1 OF 2

STENDAHL, ABEL 9/3/2020 10:57 AM K:\ISNA\_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255703-MANOR HTS PHASE 2\DWG\EXHIBITS\3.700AC RIGHT OF WAY RELEASE.DWG

**EXHIBIT A-2 – IMPROVEMENT AREA #1 LEGAL DESCRIPTION**

Being 127.37 acres of land located in the A.C Caldwell Survey No. 52, Abstract No. 154, and being all of that 110.524 acre tract of land located in the A.C Caldwell Survey No. 52, Abstract No. 154, described in the Manor Heights South Phase 1 Section 1 Final Plat, recorded in Document No. 202100001 Official Public Records of Travis County, and being a portion of that certain 267.942 acre tract of land located in the A.C Caldwell Survey No. 52, Abstract No. 154, City of Manor, Travis County, Texas, conveyed to Forestar (USA) Real Estate Group Inc., as described in Document No. 2019171724, corrected in Document No. 2019176020, Official Public Records of Travis County, Texas.

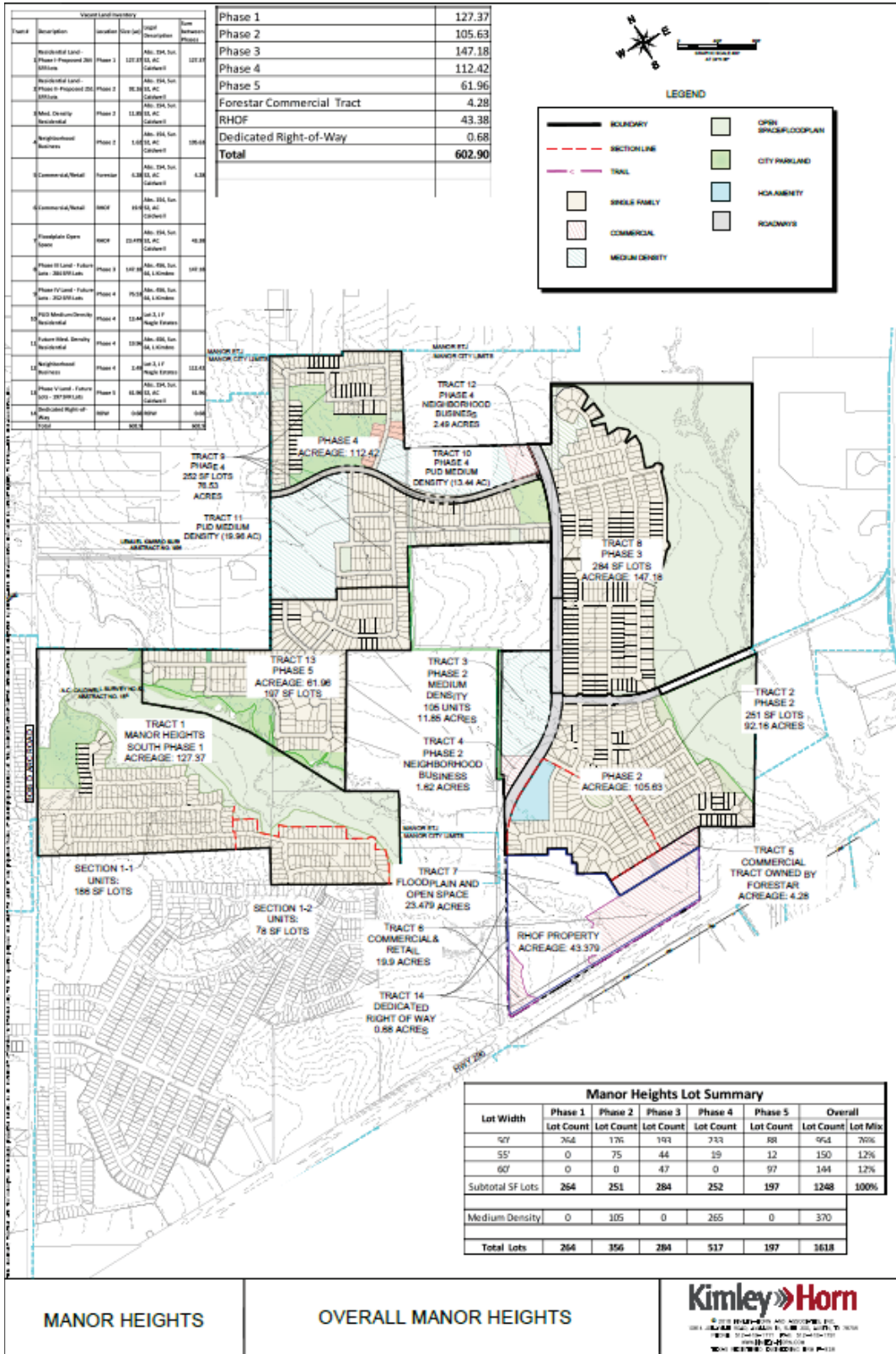
**EXHIBIT A-3 – IMPROVEMENT AREA #2 LEGAL DESCRIPTION**

Being 91.81 acres of land located in the A.C Caldwell Survey No.52, Abstract No.154, and the Lemuel Kimbro Survey No.64, Abstract No.456, City of Manor, Travis County Texas, and being portion of that certain tract or parcel of land containing 90.089 acres located in the A.C. Caldwell Survey No.52 , Abstract No. 154, described in instrument to Forestar (USA) Real Estate Group Inc., recorded in Document No.2019171725, corrected in Document No.2019176021 Official Public Records of Travis County, and being a portion of that certain 157.9603 acre tract of land located in the A.C Caldwell Survey No.52, Abstract No.154, and the Lemuel Kimbro Survey No.64, Abstract No.456, City of Manor, Travis County Texas, described in instrument to Forestar (USA) Real Estate Group Inc., recorded in Document No.2019171725, corrected in Document No.2019176021 Official Public Records of Travis County , and a portion of that certain tract or parcel of land containing 3.7 acres situated in the A.C. Caldwell Survey No.52, Abstract 154, City of Manor, Travis County, Texas Conveyed to Forestar (USA) Real Estate Group Inc., as described in document 2021052193, official public records of Travis County, Texas.

**EXHIBIT A-4 – MAJOR IMPROVEMENT AREA LEGAL DESCRIPTION**

383.102 Acres Being Portions of a called 267.972 acre Tract of land Recorded in document No.2016214460, Official Public Records of Travis County, 157.9603 Acre Tract Recorded in document No.201718086, Official Public Records of Travis County, A called 90.0886 Acre Tract Recorded in Documents No.2017194263, Official Public Records of Travis County, and a portion of Old Kimbro Road A.C. Caldwell Survey No. 52, Abstract No 154 City of Manor, Travis County, Texas

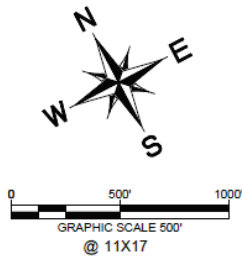
# EXHIBIT B-1 – DISTRICT BOUNDARY MAP



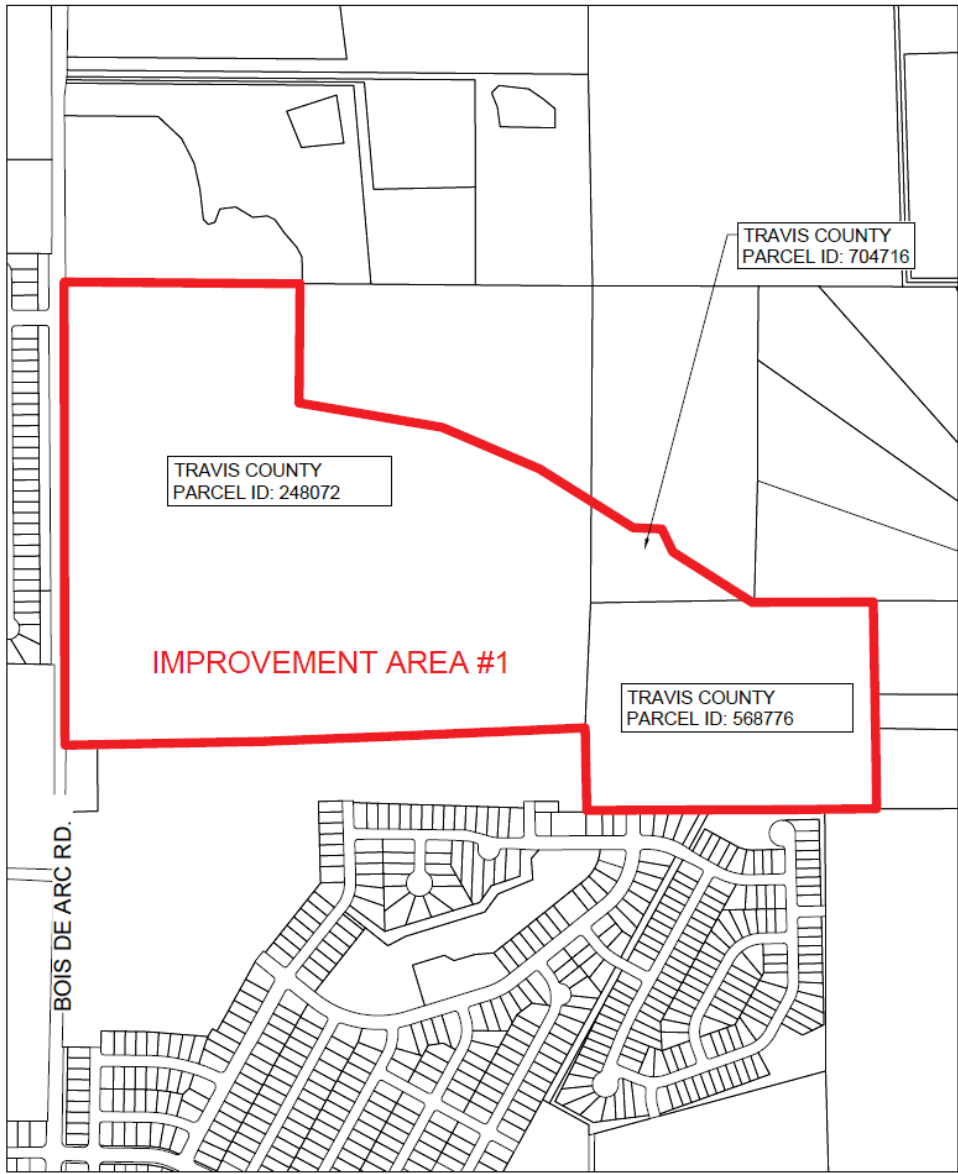


# EXHIBIT B-2 – IMPROVEMENT AREA #1 BOUNDARY MAP

## LEGEND



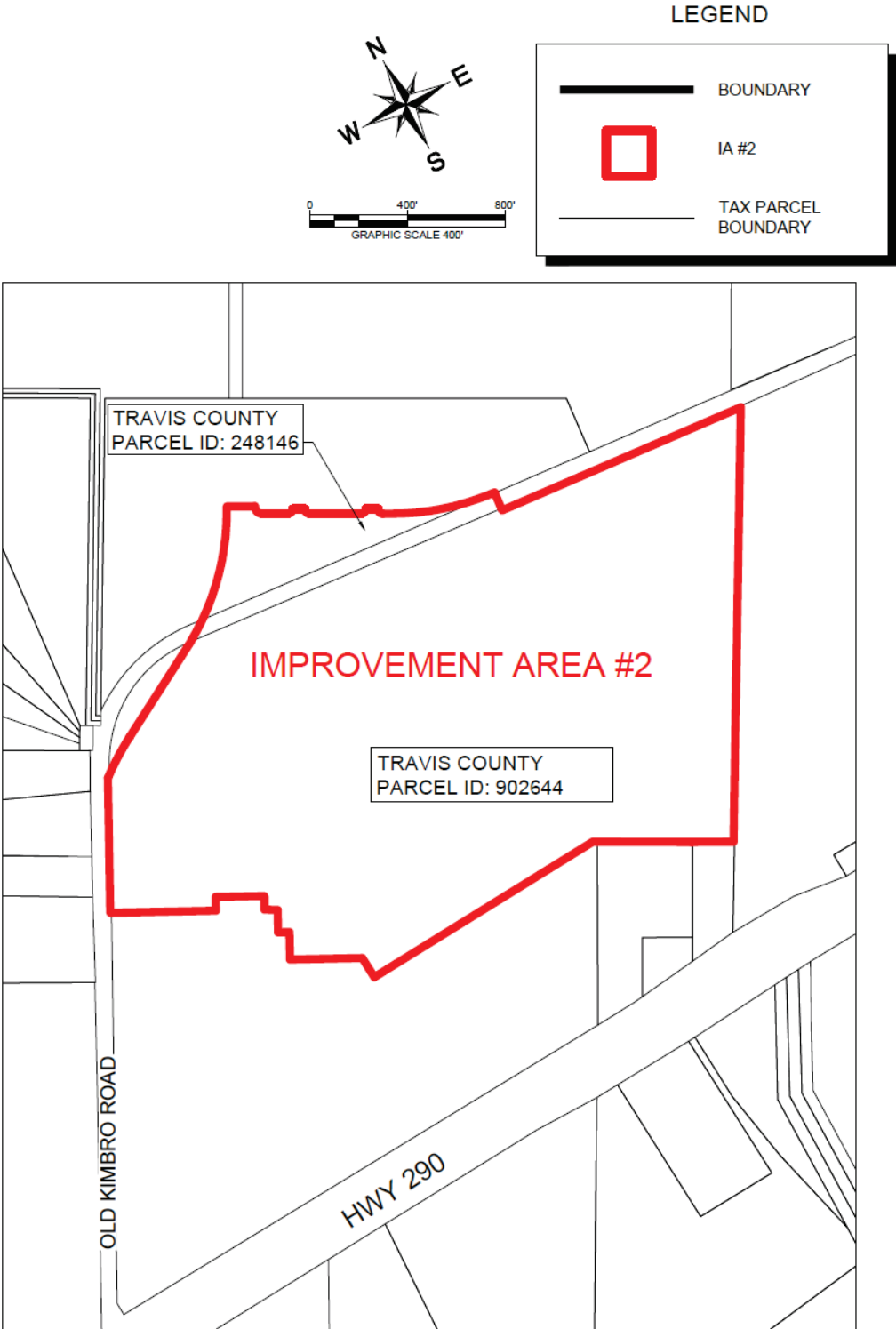
	BOUNDARY
	IA #1
	TAX PARCEL BOUNDARY



**EXHIBIT F - IMPROVEMENT AREA #1**  
MANOR, TEXAS  
FEBRUARY 2021

**Kimley»Horn**  
10814 Jollyville  
Building 4, Suite 200  
Austin, Texas 78758  
912-718-1771  
State of Texas Registration No. F-4028  
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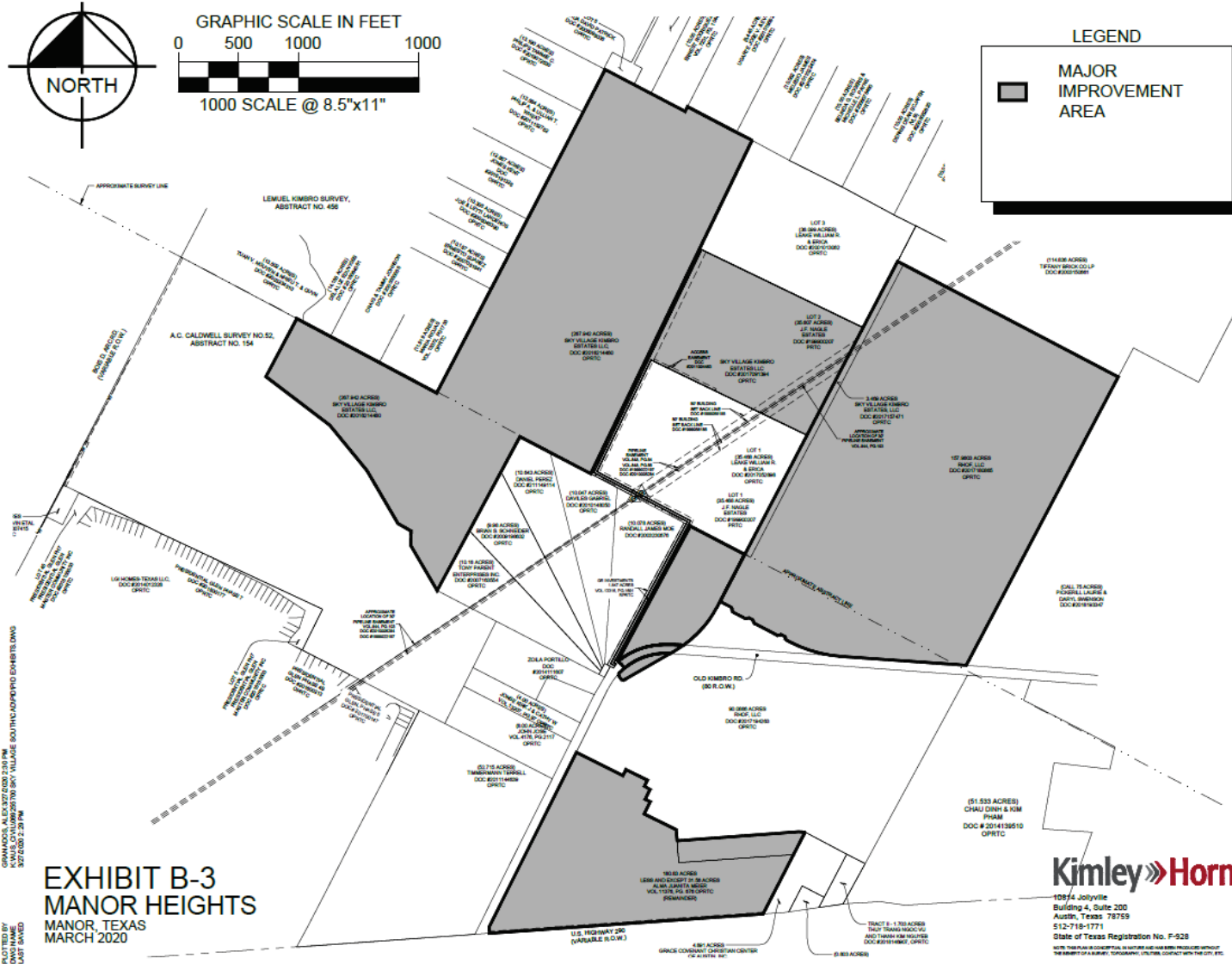
**EXHIBIT B-3 – IMPROVEMENT AREA #2 BOUNDARY MAP**



**EXHIBIT H - IMPROVEMENT AREA #2**  
MANOR, TEXAS  
FEBRUARY 2021

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# EXHIBIT B-4 – MAJOR IMPROVEMENT AREA BOUNDARY MAP



## EXHIBIT C – AUTHORIZED IMPROVEMENTS

	Total Costs	Improvement Area #1 [a]	Improvement Area #2 [a]	Major Improvement Area [b]
<i>Major Improvements</i>				
Wastewater Treatment Plant Phase 1	\$ 5,119,898	\$ 799,087	\$ 763,720	\$ 3,557,091
Roadway	3,115,626	486,270	464,749	2,164,607
Kimbro ROW Acquisition	47,348	7,390	7,063	32,895
Soft Costs [c]	1,242,431	193,912	185,330	863,189
	\$ 9,525,302	\$ 1,486,659	\$ 1,420,862	\$ 6,617,781
<i>Improvement Area #1 Improvements</i>				
Water	\$ 877,624	\$ 877,624	\$ -	\$ -
Wastewater	761,450	761,450	-	-
Drainage	1,147,364	1,147,364	-	-
Roadway	3,462,805	3,462,805	-	-
Trails	59,850	59,850	-	-
Soft Costs	163,600	163,600	-	-
	\$ 6,472,693	\$ 6,472,693	\$ -	\$ -
<i>Improvement Area #2 Improvements</i>				
Water	\$ 895,023	\$ -	\$ 895,023	\$ -
Wastewater	1,119,316.00	-	1,119,316	-
Drainage	1,164,737.00	-	1,164,737	-
Roadway	4,889,701.55	-	4,889,702	-
Trails	-	-	-	-
Soft Costs	320,400.00	-	320,400	-
	\$ 8,389,178	\$ -	\$ 8,389,178	\$ -
<i>Bond Issuance Costs and District Formation Expenses</i>				
Debt Service Reserve Fund [d]	\$ 882,950	\$ 195,028	\$ 186,397	\$ 501,525
Capitalized Interest [d]	874,475	179,621	171,671	523,183
Underwriter Discount [d]	392,850	92,113	88,037	212,700
Cost of Issuance [d]	785,700	184,227	176,073	425,400
First Year Annual Collection Costs [d]	60,000	15,339	14,661	30,000
	\$ 2,995,975	\$ 666,329	\$ 636,838	\$ 1,692,808
<b>Total</b>	<b>\$ 27,383,147</b>	<b>\$ 8,625,681</b>	<b>\$ 10,446,878</b>	<b>\$ 8,310,589</b>

## Notes:

[a] Costs were determined by construction contracts provided by Kimley-Horn and Associates dated 1/8/2021.

[b] Costs were determined by Excel Construction Services bid for Wastewater Treatment Plant Phase 1 Improvements dated 11/9/2020 and construction contract provided by Kimley-Horn and Associates dated 1/8/2021 for Roadways Improvements.

[c] Soft costs estimated at 15% of hard costs, inclusive of a 4% construction management fee.

[d] Costs associated with the issuance of Improvement Area #1 bonds were allocated between Improvement Area # 1 and Improvement Area #2 on a pro rata basis based on the amount of Assessments levied.

## EXHIBIT D – SERVICE PLAN

		Improvement Area #1				
Installments Due		1/31/2021	1/31/2022	1/31/2023	1/31/2024	1/31/2025
Principal		\$ -	\$ -	\$ 53,688	\$ 56,245	\$ 58,801
Interest		41,451	138,170	138,170	135,754	133,223
Capitalized Interest		(41,451)	(138,170)	-	-	-
	(1)	\$ -	\$ -	\$ 191,858	\$ 191,999	\$ 192,024
Annual Collection Costs	(2)	\$ -	\$ 15,646	\$ 15,959	\$ 16,278	\$ 16,604
Additional Interest Reserve	(3)	\$ -	\$ 15,352	\$ 15,352	\$ 15,084	\$ 14,803
<b>Total Annual Installment</b>	<b>(4) = (1) + (2) + (3)</b>	<b>\$ -</b>	<b>\$ 30,998</b>	<b>\$ 223,170</b>	<b>\$ 223,361</b>	<b>\$ 223,431</b>

		Improvement Area #2				
Installments Due		1/31/2021	1/31/2022	1/31/2023	1/31/2024	1/31/2025
Principal		\$ -	\$ -	\$ 51,312	\$ 53,755	\$ 56,199
Interest		39,616	132,055	132,055	129,746	127,327
Capitalized Interest		(39,616)	(132,055)	-	-	-
	(1)	\$ -	\$ -	\$ 183,367	\$ 183,501	\$ 183,526
Annual Collection Costs	(2)	\$ -	\$ 14,954	\$ 15,253	\$ 15,558	\$ 15,869
Additional Interest Reserve	(3)	\$ -	\$ 14,673	\$ 14,673	\$ 14,416	\$ 14,147
<b>Total Annual Installment</b>	<b>(4) = (1) + (2) + (3)</b>	<b>\$ -</b>	<b>\$ 29,627</b>	<b>\$ 213,292</b>	<b>\$ 213,475</b>	<b>\$ 213,542</b>

		Major Improvement Area				
Installments Due		1/31/2021	1/31/2022	1/31/2023	1/31/2024	1/31/2025
Principal		\$ -	\$ -	\$ 105,000	\$ 110,000	\$ 115,000
Interest		133,233	389,950	389,950	384,175	378,125
Capitalized Interest		(133,233)	(389,950)	-	-	-
	(1)	\$ -	\$ -	\$ 494,950	\$ 494,175	\$ 493,125
Annual Collection Costs	(2)	\$ -	\$ 30,600	\$ 31,212	\$ 31,836	\$ 32,473
Additional Interest Reserve	(3)	\$ -	\$ 35,450	\$ 35,450	\$ 34,925	\$ 34,375
<b>Total Annual Installment</b>	<b>(4) = (1) + (2) + (3)</b>	<b>\$ -</b>	<b>\$ 66,050</b>	<b>\$ 561,612</b>	<b>\$ 560,936</b>	<b>\$ 559,973</b>

## EXHIBIT E – SOURCES AND USES

	Improvement Area #1	Improvement Area #2	Major Improvement Area
<b>Sources of Funds</b>			
Improvement Area #1-2 Bond Par	\$ 3,070,446	\$ 2,934,554	\$ -
Major Improvement Area Bond Par	-	-	7,090,000
Owner Contribution	5,555,234	7,512,324	1,220,589
<b>Total Sources</b>	<b>\$ 8,625,681</b>	<b>\$ 10,446,878</b>	<b>\$ 8,310,589</b>
<b>Uses of Funds</b>			
Major Improvements	\$ 1,486,659	\$ 1,420,862	\$ 6,617,781
Improvement Area #1 Improvements	6,472,693	-	-
Improvement Area #2 Improvements	-	8,389,178	-
	<u>\$ 7,959,352</u>	<u>\$ 9,810,039</u>	<u>\$ 6,617,781</u>
<i>Bond Issuance Costs and District Formation Expenses</i>			
Debt Service Reserve Fund	\$ 195,028	\$ 186,397	\$ 501,525
Capitalized Interest	179,621	171,671	523,183
Underwriter Discount	92,113	88,037	212,700
Cost of Issuance	184,227	176,073	425,400
First Year Annual Collection Costs	15,339	14,661	30,000
	<u>\$ 666,329</u>	<u>\$ 636,838</u>	<u>\$ 1,692,808</u>
<b>Total Uses</b>	<b>\$ 8,625,681</b>	<b>\$ 10,446,878</b>	<b>\$ 8,310,589</b>

## EXHIBIT F – IMPROVEMENT AREA #1 ASSESSMENT ROLL

Property ID	Plat	Lot & Block	Lot Type	Improvement Area #1	
				Outstanding Assessment	Annual Installment Due 1/31/2022
				\$	\$
	Manor Heights - Phase 1, Section 1	Block A, Lot 1	Open Space		
	Manor Heights - Phase 1, Section 1	Block A, Lot 2	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block A, Lot 3	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block A, Lot 4	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block A, Lot 5	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block A, Lot 6	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block A, Lot 7	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block A, Lot 8	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block A, Lot 9	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block A, Lot 10	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block A, Lot 11	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block A, Lot 12	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block A, Lot 13	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block A, Lot 14	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block A, Lot 15	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block A, Lot 16	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block A, Lot 17	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block A, Lot 18	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block A, Lot 19	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block A, Lot 20	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block A, Lot 21	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block A, Lot 22	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block A, Lot 23	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block A, Lot 24	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block A, Lot 25	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block A, Lot 26	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block A, Lot 27	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block A, Lot 28	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block A, Lot 29	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block A, Lot 30	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block A, Lot 31	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block A, Lot 32	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block A, Lot 33	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block A, Lot 34	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block A, Lot 35	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block A, Lot 36	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block A, Lot 37	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block A, Lot 38	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block A, Lot 39	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block A, Lot 40	1	11,630.48	117.42

Property ID	Plat	Lot & Block	Lot Type	Improvement Area #1	
				Outstanding Assessment	Annual Installment Due 1/31/2022
	Manor Heights - Phase 1, Section 1	Block A, Lot 41	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block A, Lot 42	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block A, Lot 43	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block A, Lot 44	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block A, Lot 45	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block A, Lot 46	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block A, Lot 47	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block A, Lot 48	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block A, Lot 49	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block A, Lot 50	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block A, Lot 51	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block A, Lot 52	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block A, Lot 53	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block A, Lot 54	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block A, Lot 55	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block A, Lot 56	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block A, Lot 57	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block A, Lot 58	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block A, Lot 59	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block A, Lot 60	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block A, Lot 61	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block A, Lot 62	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block A, Lot 63	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block A, Lot 64	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block A, Lot 65	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block A, Lot 66	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block A, Lot 67	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block A, Lot 68	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block A, Lot 69	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block A, Lot 70	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block A, Lot 71	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block A, Lot 72	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block A, Lot 73	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block A, Lot 74	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block A, Lot 75	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block A, Lot 76	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block A, Lot 77	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block A, Lot 78	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block A, Lot 79	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block A, Lot 80	1	11,630.48	117.42



Property ID	Plat	Lot & Block	Lot Type	Improvement Area #1	
				Outstanding Assessment	Annual Installment Due 1/31/2022
	Manor Heights - Phase 1, Section 2	Block A, Lot 81	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block A, Lot 82	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block A, Lot 83	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block A, Lot 84	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block A, Lot 85	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block A, Lot 86	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block A, Lot 87	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block A, Lot 88	Open Space	-	-
	Manor Heights - Phase 1, Section 2	Block A, Lot 89	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block A, Lot 90	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block A, Lot 91	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block A, Lot 92	Open Space	-	-
	Manor Heights - Phase 1, Section 2	Block A, Lot 93	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block A, Lot 94	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block A, Lot 95	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block A, Lot 96	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block A, Lot 97	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block A, Lot 98	Open Space	-	-
	Manor Heights - Phase 1, Section 1	Block A, Lot 99	Open Space	-	-
	Manor Heights - Phase 1, Section 1	Block A, Lot 100	Open Space	-	-
	Manor Heights - Phase 1, Section 1	Block B, Lot 1	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block B, Lot 2	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block B, Lot 3	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block B, Lot 4	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block B, Lot 5	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block B, Lot 6	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block B, Lot 7	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block B, Lot 8	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block B, Lot 9	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block B, Lot 10	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block B, Lot 11	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block B, Lot 12	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block B, Lot 13	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block B, Lot 14	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block B, Lot 15	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block B, Lot 16	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block B, Lot 17	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block B, Lot 18	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block B, Lot 19	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block B, Lot 20	1	11,630.48	117.42

Property ID	Plat	Lot & Block	Lot Type	Improvement Area #1	
				Outstanding Assessment	Annual Installment Due 1/31/2022
	Manor Heights - Phase 1, Section 2	Block B, Lot 21	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block B, Lot 22	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block B, Lot 23	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block B, Lot 24	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block B, Lot 25	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block B, Lot 26	Open Space	-	-
	Manor Heights - Phase 1, Section 2	Block B, Lot 27	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block B, Lot 28	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block B, Lot 29	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block B, Lot 30	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block B, Lot 31	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block B, Lot 32	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block B, Lot 33	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block B, Lot 34	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block C, Lot 1	Open Space	-	-
	Manor Heights - Phase 1, Section 1	Block C, Lot 2	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block C, Lot 3	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block C, Lot 4	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block C, Lot 5	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block C, Lot 6	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block C, Lot 7	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block C, Lot 8	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block C, Lot 9	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block C, Lot 10	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block C, Lot 11	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block C, Lot 12	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block C, Lot 13	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block C, Lot 14	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block C, Lot 15	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block C, Lot 16	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block C, Lot 17	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block C, Lot 18	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block C, Lot 19	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block C, Lot 20	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block C, Lot 21	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block C, Lot 1	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block C, Lot 2	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block C, Lot 3	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block C, Lot 4	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block C, Lot 5	1	11,630.48	117.42

Property ID	Plat	Lot & Block	Lot Type	Improvement Area #1	
				Outstanding Assessment	Annual Installment Due 1/31/2022
	Manor Heights - Phase 1, Section 2	Block C, Lot 6	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block C, Lot 7	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block C, Lot 8	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block C, Lot 9	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block C, Lot 10	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block C, Lot 11	Open Space	-	-
	Manor Heights - Phase 1, Section 2	Block C, Lot 12	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block C, Lot 13	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block C, Lot 14	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block C, Lot 15	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block C, Lot 16	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block C, Lot 17	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block C, Lot 18	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block C, Lot 19	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block C, Lot 20	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block C, Lot 21	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block C, Lot 22	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block C, Lot 23	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block C, Lot 24	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block C, Lot 25	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block C, Lot 26	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block C, Lot 27	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 2	Block C, Lot 28	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block D, Lot 1	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block D, Lot 2	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block D, Lot 3	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block D, Lot 4	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block D, Lot 5	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block D, Lot 6	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block D, Lot 7	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block D, Lot 8	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block D, Lot 9	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block D, Lot 10	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block D, Lot 11	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block D, Lot 12	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block D, Lot 13	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block D, Lot 14	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block D, Lot 15	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block D, Lot 16	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block D, Lot 17	1	11,630.48	117.42

Property ID	Plat	Lot & Block	Lot Type	Improvement Area #1	
				Outstanding Assessment	Annual Installment Due 1/31/2022
	Manor Heights - Phase 1, Section 1	Block D, Lot 18	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block D, Lot 19	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block D, Lot 20	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block D, Lot 21	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block D, Lot 22	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block D, Lot 23	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block D, Lot 24	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block E, Lot 1	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block E, Lot 2	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block E, Lot 3	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block E, Lot 4	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block E, Lot 5	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block E, Lot 6	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block E, Lot 7	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block E, Lot 8	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block E, Lot 9	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block E, Lot 10	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block E, Lot 11	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block E, Lot 12	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block E, Lot 13	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block E, Lot 14	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block E, Lot 15	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block E, Lot 16	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block E, Lot 17	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block E, Lot 18	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block E, Lot 19	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block E, Lot 20	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block E, Lot 21	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block E, Lot 22	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block E, Lot 23	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block E, Lot 24	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block E, Lot 25	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block E, Lot 26	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block E, Lot 27	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block E, Lot 28	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block E, Lot 29	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block E, Lot 30	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block E, Lot 31	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block E, Lot 32	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block E, Lot 33	1	11,630.48	117.42

Property ID	Plat	Lot & Block	Lot Type	Improvement Area #1	
				Outstanding Assessment	Annual Installment Due 1/31/2022
	Manor Heights - Phase 1, Section 1	Block E, Lot 34	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block F, Lot 1	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block F, Lot 2	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block F, Lot 3	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block F, Lot 4	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block F, Lot 5	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block F, Lot 6	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block F, Lot 7	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block F, Lot 8	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block F, Lot 9	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block F, Lot 10	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block F, Lot 11	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block F, Lot 12	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block F, Lot 13	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block F, Lot 14	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block F, Lot 15	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block F, Lot 16	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block F, Lot 17	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block F, Lot 18	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block F, Lot 19	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block F, Lot 20	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block F, Lot 21	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block F, Lot 22	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block F, Lot 23	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block F, Lot 24	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block F, Lot 25	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block F, Lot 26	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block F, Lot 27	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block F, Lot 28	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block F, Lot 29	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block F, Lot 30	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block F, Lot 31	1	11,630.48	117.42
	Manor Heights - Phase 1, Section 1	Block F, Lot 32	1	11,630.48	117.42
<b>Total</b>				<b>\$ 3,070,446.48</b>	<b>\$ 30,998.47</b>

Note: For billing purposes only, until a plat has been recorded within the Improvement Area #1 Initial Parcel, the Annual Installment will be billed to each Tax Parcel within the Improvement Area #1 Initial Parcel based on the acreage of the Tax Parcel as calculated by the Travis Central Appraisal District.

## EXHIBIT G – IMPROVEMENT AREA #1 ANNUAL INSTALLMENTS

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Capitalized Interest	Total Annual Installment
2021	\$ -	\$ 41,451.03	\$ -	\$ -	\$ (41,451.03)	\$ -
2022	-	138,170.09	15,646.24	15,352.23	(138,170.09)	30,998.47
2023	53,688.07	138,170.09	15,959.16	15,352.23	-	223,169.56
2024	56,244.65	135,754.13	16,278.35	15,083.79	-	223,360.92
2025	58,801.22	133,223.12	16,603.91	14,802.57	-	223,430.82
2026	61,357.80	130,577.06	16,935.99	14,508.56	-	223,379.42
2027	63,914.37	127,815.96	17,274.71	14,201.77	-	223,206.82
2028	66,470.95	124,939.82	17,620.21	13,882.20	-	222,913.17
2029	69,027.52	121,948.62	17,972.61	13,549.85	-	222,498.60
2030	71,584.10	118,842.39	18,332.06	13,204.71	-	221,963.25
2031	76,697.25	115,621.10	18,698.70	12,846.79	-	223,863.84
2032	79,253.82	112,169.72	19,072.68	12,463.30	-	222,959.53
2033	81,810.40	108,603.30	19,454.13	12,067.03	-	221,934.86
2034	86,923.55	104,921.83	19,843.21	11,657.98	-	223,346.58
2035	89,480.12	101,010.28	20,240.08	11,223.36	-	221,953.84
2036	94,593.27	96,983.67	20,644.88	10,775.96	-	222,997.78
2037	99,706.42	92,726.97	21,057.78	10,303.00	-	223,794.17
2038	102,263.00	88,240.18	21,478.93	9,804.46	-	221,786.58
2039	107,376.15	83,638.35	21,908.51	9,293.15	-	222,216.16
2040	112,489.30	78,806.42	22,346.68	8,756.27	-	222,398.67
2041	117,602.45	73,744.40	22,793.62	8,193.82	-	222,334.29
2042	122,715.60	68,452.29	23,249.49	7,605.81	-	222,023.19
2043	127,828.75	62,930.09	23,714.48	6,992.23	-	221,465.55
2044	135,498.47	57,177.80	24,188.77	6,353.09	-	223,218.12
2045	140,611.62	51,080.37	24,672.54	5,675.60	-	222,040.13
2046	148,281.35	44,752.84	25,165.99	4,972.54	-	223,172.72
2047	153,394.50	38,080.18	25,669.31	4,231.13	-	221,375.12
2048	161,064.22	31,177.43	26,182.70	3,464.16	-	221,888.51
2049	168,733.94	23,929.54	26,706.35	2,658.84	-	222,028.68
2050	176,403.67	16,336.51	27,240.48	1,815.17	-	221,795.83
2051	186,629.97	8,398.35	27,785.29	933.15	-	223,746.76
<b>Total</b>	<b>\$ 3,070,446.48</b>	<b>\$ 2,669,673.96</b>	<b>\$ 634,737.84</b>	<b>\$ 292,024.77</b>	<b>\$ (179,621.12)</b>	<b>\$ 6,487,261.94</b>

[a] Interest is calculated at a 4.50% rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

**EXHIBIT H – IMPROVEMENT AREA #2 ASSESSMENT ROLL**

Parcel ID	Legal Description	Improvement Area #2	
		Outstanding Assessment	Annual Installment Due 1/31/2022
248146	Improvement Area #2 Initial Parcel	\$ 732,948.00	\$ 7,399.66
902644	Improvement Area #2 Initial Parcel	\$ 2,201,605.51	\$ 22,226.87
<b>Total</b>		<b>\$ 2,934,553.52</b>	<b>\$ 29,626.53</b>

*Note: For billing purposes only, until a plat has been recorded within the Improvement Area #2 Initial Parcel, the Annual Installment will be billed to each Tax Parcel within the Improvement Area #2 Initial Parcel based on the acreage of the Tax Parcel as calculated by the Travis Central Appraisal District.*

## EXHIBIT I – IMPROVEMENT AREA #2 ANNUAL INSTALLMENT

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Capitalized Interest	Total Annual Installment
2021	\$ -	\$ 39,616.47	\$ -	\$ -	\$ (39,616.47)	\$ -
2022	-	132,054.91	14,953.76	14,672.77	(132,054.91)	29,626.53
2023	51,311.93	132,054.91	15,252.84	14,672.77	-	213,292.44
2024	53,755.35	129,745.87	15,557.89	14,416.21	-	213,475.32
2025	56,198.78	127,326.88	15,869.05	14,147.43	-	213,542.14
2026	58,642.20	124,797.94	16,186.43	13,866.44	-	213,493.01
2027	61,085.63	122,159.04	16,510.16	13,573.23	-	213,328.05
2028	63,529.05	119,410.18	16,840.36	13,267.80	-	213,047.40
2029	65,972.48	116,551.38	17,177.17	12,950.15	-	212,651.18
2030	68,415.90	113,582.61	17,520.71	12,620.29	-	212,139.52
2031	73,302.75	110,503.90	17,871.13	12,278.21	-	213,955.99
2032	75,746.18	107,205.28	18,228.55	11,911.70	-	213,091.70
2033	78,189.60	103,796.70	18,593.12	11,532.97	-	212,112.39
2034	83,076.45	100,278.17	18,964.99	11,142.02	-	213,461.62
2035	85,519.88	96,539.72	19,344.28	10,726.64	-	212,130.52
2036	90,406.73	92,691.33	19,731.17	10,299.04	-	213,128.27
2037	95,293.58	88,623.03	20,125.79	9,847.00	-	213,889.40
2038	97,737.00	84,334.82	20,528.31	9,370.54	-	211,970.66
2039	102,623.85	79,936.65	20,938.88	8,881.85	-	212,381.23
2040	107,510.70	75,318.58	21,357.65	8,368.73	-	212,555.67
2041	112,397.55	70,480.60	21,784.81	7,831.18	-	212,494.13
2042	117,284.40	65,422.71	22,220.50	7,269.19	-	212,196.80
2043	122,171.25	60,144.91	22,664.91	6,682.77	-	211,663.84
2044	129,501.53	54,647.20	23,118.21	6,071.91	-	213,338.85
2045	134,388.38	48,819.63	23,580.58	5,424.40	-	212,212.99
2046	141,718.65	42,772.16	24,052.19	4,752.46	-	213,295.46
2047	146,605.50	36,394.82	24,533.23	4,043.87	-	211,577.42
2048	153,935.78	29,797.57	25,023.90	3,310.84	-	212,068.08
2049	161,266.06	22,870.46	25,524.37	2,541.16	-	212,202.05
2050	168,596.33	15,613.49	26,034.86	1,734.83	-	211,979.51
2051	178,370.03	8,026.65	26,555.56	891.85	-	213,844.09
<b>Total</b>	<b>\$ 2,934,553.52</b>	<b>\$ 2,551,518.54</b>	<b>\$ 606,645.38</b>	<b>\$ 279,100.23</b>	<b>\$ (171,671.38)</b>	<b>\$ 6,200,146.28</b>

[a] Interest is calculated at a 4.50% rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*



**EXHIBIT J – MAJOR IMPROVEMENT AREA ASSESSMENT ROLL**

Parcel ID	Legal Description	Major Improvement Area	
		Outstanding Assessment	Annual Installment Due 1/31/2022
248072	Major Improvement Area Initial Parcel	\$ 1,696,907.14	\$ 15,808.28
248122	Major Improvement Area Initial Parcel	1,447,037.94	13,480.52
477399	Major Improvement Area Initial Parcel	525,863.99	4,898.92
704716	Major Improvement Area Initial Parcel	385,813.77	3,594.22
816122	Major Improvement Area Initial Parcel	51,232.12	477.28
236952	Major Improvement Area Initial Parcel	650,303.85	6,058.19
248120	Major Improvement Area Initial Parcel	1,889,902.64	17,606.22
248146	Major Improvement Area Initial Parcel	442,938.55	4,126.39
<b>Total</b>		<b>\$ 7,090,000.00</b>	<b>\$ 66,050.00</b>

*Note: For billing purposes only, until a plat has been recorded within the Major Improvement Area Initial Parcel, the Annual Installment will be billed to each Tax Parcel within the Major Improvement Area Initial Parcel based on the acreage of the Tax Parcel as calculated by the Travis Central Appraisal District.*

## EXHIBIT K – MAJOR IMPROVEMENT AREA ANNUAL INSTALLMENTS

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Capitalized Interest	Total Annual Installment
2021	\$ -	\$ 133,232.92	\$ -		\$ (133,232.92)	\$ -
2022	-	389,950.00	30,600.00	35,450.00	(389,950.00)	66,050.00
2023	105,000.00	389,950.00	31,212.00	35,450.00	-	561,612.00
2024	110,000.00	384,175.00	31,836.24	34,925.00	-	560,936.24
2025	115,000.00	378,125.00	32,472.96	34,375.00	-	559,972.96
2026	120,000.00	371,800.00	33,122.42	33,800.00	-	558,722.42
2027	130,000.00	365,200.00	33,784.87	33,200.00	-	562,184.87
2028	135,000.00	358,050.00	34,460.57	32,550.00	-	560,060.57
2029	145,000.00	350,625.00	35,149.78	31,875.00	-	562,649.78
2030	150,000.00	342,650.00	35,852.78	31,150.00	-	559,652.78
2031	160,000.00	334,400.00	36,569.83	30,400.00	-	561,369.83
2032	170,000.00	325,600.00	37,301.23	29,600.00	-	562,501.23
2033	175,000.00	316,250.00	38,047.25	28,750.00	-	558,047.25
2034	185,000.00	306,625.00	38,808.20	27,875.00	-	558,308.20
2035	195,000.00	296,450.00	39,584.36	26,950.00	-	557,984.36
2036	210,000.00	285,725.00	40,376.05	25,975.00	-	562,076.05
2037	220,000.00	274,175.00	41,183.57	24,925.00	-	560,283.57
2038	230,000.00	262,075.00	42,007.24	23,825.00	-	557,907.24
2039	245,000.00	249,425.00	42,847.39	22,675.00	-	559,947.39
2040	260,000.00	235,950.00	43,704.34	21,450.00	-	561,104.34
2041	275,000.00	221,650.00	44,578.42	20,150.00	-	561,378.42
2042	290,000.00	206,525.00	45,469.99	18,775.00	-	560,769.99
2043	305,000.00	190,575.00	46,379.39	17,325.00	-	559,279.39
2044	325,000.00	173,800.00	47,306.98	15,800.00	-	561,906.98
2045	340,000.00	155,925.00	48,253.12	14,175.00	-	558,353.12
2046	360,000.00	137,225.00	49,218.18	12,475.00	-	558,918.18
2047	380,000.00	117,425.00	50,202.54	10,675.00	-	558,302.54
2048	405,000.00	96,525.00	51,206.59	8,775.00	-	561,506.59
2049	425,000.00	74,250.00	52,230.73	6,750.00	-	558,230.73
2050	450,000.00	50,875.00	53,275.34	4,625.00	-	558,775.34
2051	475,000.00	26,125.00	54,340.85	2,375.00	-	557,840.85
<b>Total</b>	<b>\$ 7,090,000.00</b>	<b>\$ 7,801,332.92</b>	<b>\$ 1,241,383.22</b>	<b>\$ 697,100.00</b>	<b>\$ (523,182.92)</b>	<b>\$ 16,306,633.22</b>

[a] Interest is calculated at a 5.50% rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

## EXHIBIT L-1 – LOT TYPE 1 ANNUAL INSTALLMENTS

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Capitalized Interest	Total Annual Installment
2021	\$ -	\$ 157.01	\$ -	\$ -	\$ (157.01)	\$ -
2022	-	523.37	59.27	58.15	(523.37)	117.42
2023	203.36	523.37	60.45	58.15	-	845.34
2024	213.05	514.22	61.66	57.14	-	846.06
2025	222.73	504.63	62.89	56.07	-	846.33
2026	232.42	494.61	64.15	54.96	-	846.13
2027	242.10	484.15	65.43	53.79	-	845.48
2028	251.78	473.26	66.74	52.58	-	844.37
2029	261.47	461.93	68.08	51.33	-	842.80
2030	271.15	450.16	69.44	50.02	-	840.77
2031	290.52	437.96	70.83	48.66	-	847.97
2032	300.20	424.89	72.24	47.21	-	844.54
2033	309.89	411.38	73.69	45.71	-	840.66
2034	329.26	397.43	75.16	44.16	-	846.01
2035	338.94	382.61	76.67	42.51	-	840.73
2036	358.31	367.36	78.20	40.82	-	844.69
2037	377.68	351.24	79.76	39.03	-	847.71
2038	387.36	334.24	81.36	37.14	-	840.10
2039	406.73	316.81	82.99	35.20	-	841.73
2040	426.10	298.51	84.65	33.17	-	842.42
2041	445.46	279.33	86.34	31.04	-	842.18
2042	464.83	259.29	88.07	28.81	-	841.00
2043	484.20	238.37	89.83	26.49	-	838.88
2044	513.25	216.58	91.62	24.06	-	845.52
2045	532.62	193.49	93.46	21.50	-	841.06
2046	561.67	169.52	95.33	18.84	-	845.35
2047	581.04	144.24	97.23	16.03	-	838.54
2048	610.09	118.10	99.18	13.12	-	840.49
2049	639.14	90.64	101.16	10.07	-	841.02
2050	668.20	61.88	103.18	6.88	-	840.14
2051	706.93	31.81	105.25	3.53	-	847.53
<b>Total</b>	<b>\$ 11,630.48</b>	<b>\$ 10,112.40</b>	<b>\$ 2,404.31</b>	<b>\$ 1,106.15</b>	<b>\$ (680.38)</b>	<b>\$ 24,572.96</b>

[a] Interest is calculated at a 4.50% rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

## EXHIBIT L-2 – LOT TYPE 2 ANNUAL INSTALLMENTS

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Capitalized Interest	Total Annual Installment
2021	\$ -	\$ 157.01	\$ -	\$ -	\$ (157.01)	\$ -
2022	-	523.37	59.27	58.15	(523.37)	117.42
2023	203.36	523.37	60.45	58.15	-	845.34
2024	213.05	514.22	61.66	57.14	-	846.06
2025	222.73	504.63	62.89	56.07	-	846.33
2026	232.42	494.61	64.15	54.96	-	846.13
2027	242.10	484.15	65.43	53.79	-	845.48
2028	251.78	473.26	66.74	52.58	-	844.37
2029	261.47	461.93	68.08	51.33	-	842.80
2030	271.15	450.16	69.44	50.02	-	840.77
2031	290.52	437.96	70.83	48.66	-	847.97
2032	300.20	424.89	72.24	47.21	-	844.54
2033	309.89	411.38	73.69	45.71	-	840.66
2034	329.26	397.43	75.16	44.16	-	846.01
2035	338.94	382.61	76.67	42.51	-	840.73
2036	358.31	367.36	78.20	40.82	-	844.69
2037	377.68	351.24	79.76	39.03	-	847.71
2038	387.36	334.24	81.36	37.14	-	840.10
2039	406.73	316.81	82.99	35.20	-	841.73
2040	426.10	298.51	84.65	33.17	-	842.42
2041	445.46	279.33	86.34	31.04	-	842.18
2042	464.83	259.29	88.07	28.81	-	841.00
2043	484.20	238.37	89.83	26.49	-	838.88
2044	513.25	216.58	91.62	24.06	-	845.52
2045	532.62	193.49	93.46	21.50	-	841.06
2046	561.67	169.52	95.33	18.84	-	845.35
2047	581.04	144.24	97.23	16.03	-	838.54
2048	610.09	118.10	99.18	13.12	-	840.49
2049	639.14	90.64	101.16	10.07	-	841.02
2050	668.20	61.88	103.18	6.88	-	840.14
2051	706.93	31.81	105.25	3.53	-	847.53
<b>Total</b>	<b>\$ 11,630.48</b>	<b>\$ 10,112.40</b>	<b>\$ 2,404.31</b>	<b>\$ 1,106.15</b>	<b>\$ (680.38)</b>	<b>\$ 24,572.96</b>

[a] Interest is calculated at a 4.50% rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

### EXHIBIT L-3 – LOT TYPE 3 ANNUAL INSTALLMENTS

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Capitalized Interest	Total Annual Installment
2021	\$ -	\$ 159.77	\$ -	\$ -	\$ (159.77)	\$ -
2022	-	532.55	60.31	59.17	(532.55)	119.48
2023	206.93	532.55	61.51	59.17	-	860.17
2024	216.79	523.24	62.74	58.14	-	860.91
2025	226.64	513.49	64.00	57.05	-	861.18
2026	236.49	503.29	65.28	55.92	-	860.98
2027	246.35	492.65	66.58	54.74	-	860.31
2028	256.20	481.56	67.91	53.51	-	859.18
2029	266.06	470.03	69.27	52.23	-	857.58
2030	275.91	458.06	70.66	50.90	-	855.52
2031	295.62	445.64	72.07	49.52	-	862.85
2032	305.47	432.34	73.51	48.04	-	859.36
2033	315.32	418.59	74.98	46.51	-	855.41
2034	335.03	404.40	76.48	44.93	-	860.85
2035	344.89	389.33	78.01	43.26	-	855.48
2036	364.59	373.81	79.57	41.53	-	859.51
2037	384.30	357.40	81.16	39.71	-	862.58
2038	394.16	340.11	82.79	37.79	-	854.84
2039	413.86	322.37	84.44	35.82	-	856.50
2040	433.57	303.75	86.13	33.75	-	857.20
2041	453.28	284.24	87.85	31.58	-	856.95
2042	472.99	263.84	89.61	29.32	-	855.75
2043	492.69	242.55	91.40	26.95	-	853.60
2044	522.26	220.38	93.23	24.49	-	860.36
2045	541.96	196.88	95.10	21.88	-	855.82
2046	571.53	172.49	97.00	19.17	-	860.18
2047	591.23	146.77	98.94	16.31	-	853.25
2048	620.80	120.17	100.92	13.35	-	855.23
2049	650.36	92.23	102.94	10.25	-	855.77
2050	679.92	62.97	104.99	7.00	-	854.87
2051	719.33	32.37	107.09	3.60	-	862.39
<b>Total</b>	<b>\$ 11,834.52</b>	<b>\$ 10,289.81</b>	<b>\$ 2,446.49</b>	<b>\$ 1,125.56</b>	<b>\$ (692.32)</b>	<b>\$ 25,004.07</b>

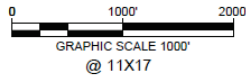
[a] Interest is calculated at a 4.50% rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

**EXHIBIT M – MAXIMUM ASSESSMENT PER LOT TYPE**

Lot Type	Units	Total Assessment	Maximum Assessment
1	264	\$ 3,070,446.48	\$11,630.48 per Unit
2	176	2,046,964.32	\$11,630.48 per Unit
3	75	887,589.19	\$11,834.52 per Unit
<b>Total</b>		<b>\$ 6,005,000.00</b>	

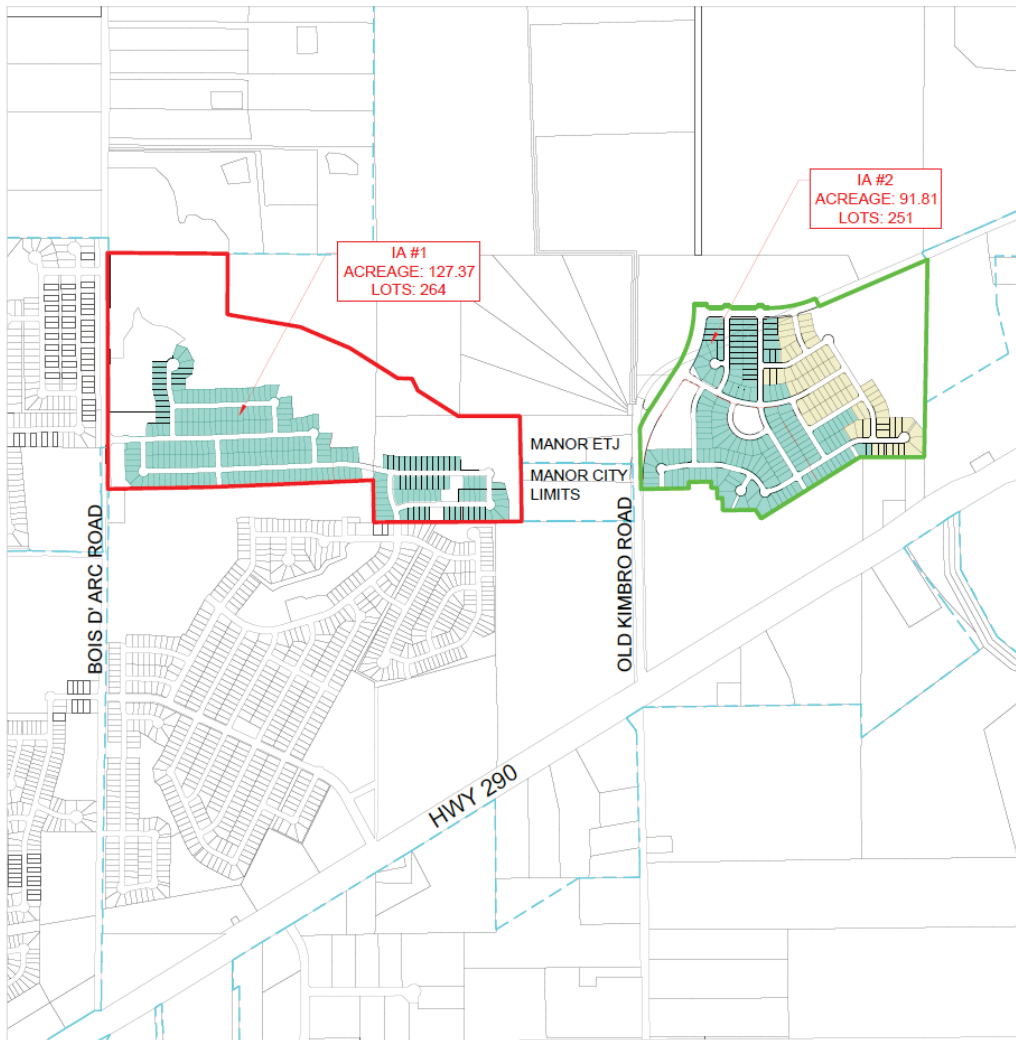
# EXHIBIT N – LOT TYPE CLASSIFICATION MAP



### LEGEND

	BOUNDARY
	SECTION LINE
	IA #1
	IA #2
	50' LOT
	55' LOT

Manor Heights Improvement Areas			
Lot Width	IA #1	IA #2	Overall
	Lot Count	Lot Count	Lot Count
50'	264	176	440
55'	0	75	75
<b>Total Lots</b>	<b>264</b>	<b>251</b>	<b>515</b>



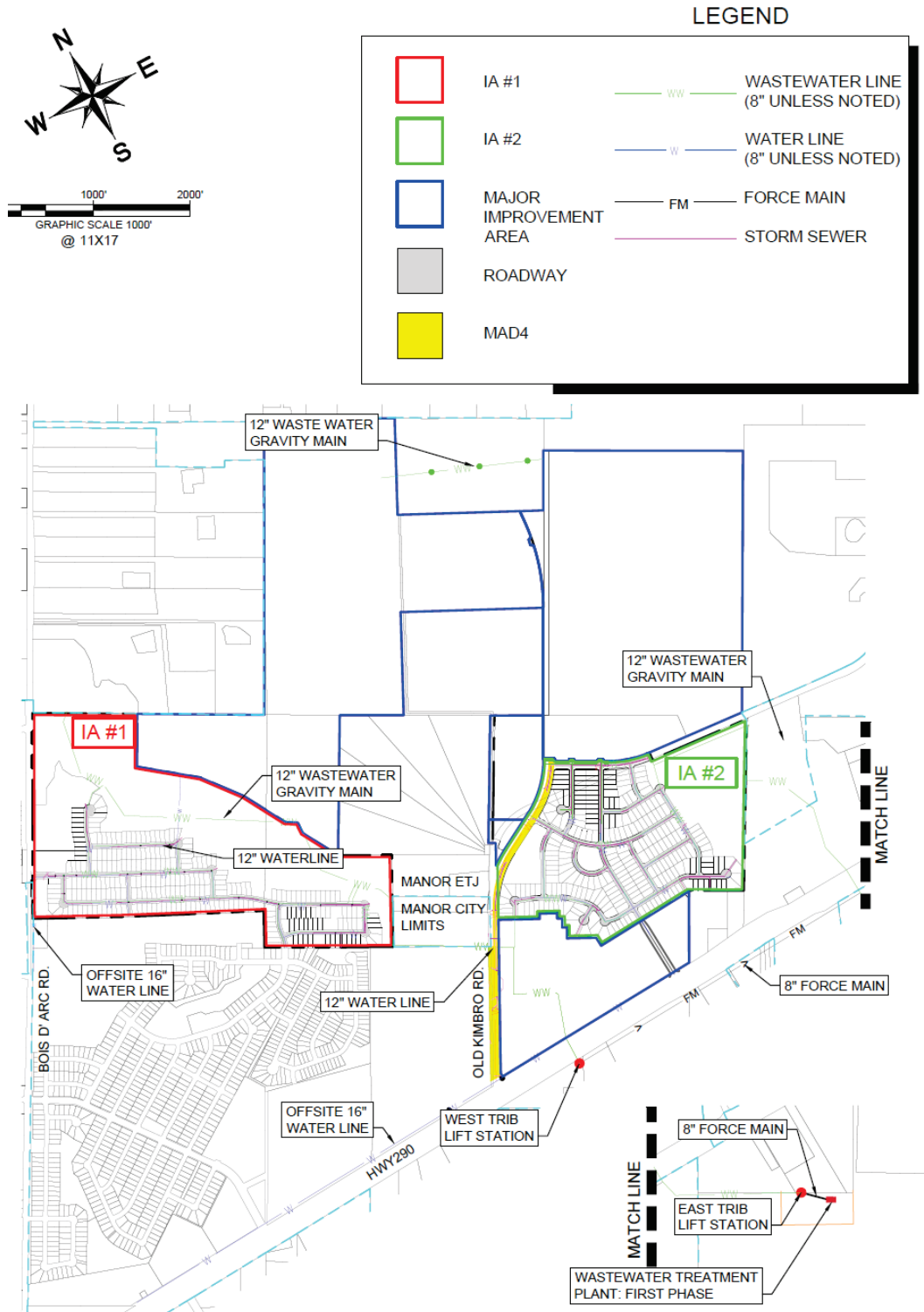
## EXHIBIT N -LOT TYPE CLASSIFICATION

MANOR, TEXAS  
FEBRUARY 2021

**Kimley»Horn**

10114 Jodyville  
Bulldog, Suite 200  
Austin, Texas 78739  
512-781-1771  
State of Texas Registration No. P-928  
K:\2021\PROJECTS\2021\Manor\20210214\EXHIBIT N

## EXHIBIT O – MAP OF AUTHORIZED IMPROVEMENTS



**EXHIBIT O - MAP OF AUTHORIZED IMPROVEMENTS**  
 MANOR, TEXAS  
 FEBRUARY 2021

**Kimley»Horn**  
 12814 Jollyville  
 Building 4, Suite 200  
 Austin, Texas 78759  
 512-719-1771  
 State of Texas Registration No. P-928  
 13726119/2229738/20150102/05/05/15



**EXHIBIT P – NOTICE OF PID ASSESSMENT TERMINATION**



P3Works, LLC  
9284 Huntington Square, Suite 100  
North Richland Hills, TX 76182

[Date]  
Travis County Clerk's Office  
Honorable [County Clerk Name]  
5501 Airport Boulevard  
Austin, Texas 78751

**Re: City of Manor Lien Release documents for filing**

Dear Ms./Mr. [County Clerk Name],

Enclosed is a lien release that the City of Manor is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents below:

City of Manor  
Attn: [City Secretary]  
105 E. Eggleston Street  
Manor, TX 78653

Please contact me if you have any questions or need additional information.

Sincerely,  
[Signature]

P3Works, LLC  
P: (817) 393-0353  
admin@p3-works.com

**AFTER RECORDING RETURN TO:**

[City Secretary Name]  
105 E. Eggleston Street  
Manor, TX 78653

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

**FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN**

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

**THIS FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN** (this "Full Release") is executed and delivered as of the Effective Date by the City of Manor, Texas.

**RECITALS**

**WHEREAS**, the governing body (hereinafter referred to as the "City Council") of the City of Manor, Texas (hereinafter referred to as the "City"), is authorized by Chapter 372, Texas Local Government Code, as amended (hereinafter referred to as the "Act"), to create public improvement districts within the corporate limits and extraterritorial jurisdiction of the City; and

**WHEREAS**, on or about November 7, 2018, the City Council for the City, approved Resolution No. 2018-10, creating the Manor Heights Public Improvement District; and

**WHEREAS**, the City Council authorized additional land to be added to the boundaries of the District pursuant to Resolution No. 2020-11 adopted by the City Council on October 7, 2020; and

**WHEREAS**, the Manor Heights Public Improvement District consists of approximately 602.9 contiguous acres located within the City; and

**WHEREAS**, on or about [REDACTED], the City Council, approved Ordinance No. [REDACTED], (hereinafter referred to as the "Assessment Ordinance") approving a service and assessment plan and assessment roll for the Property within the Manor Heights Public Improvement District; and

**WHEREAS**, the Assessment Ordinance imposed an assessment in the amount of \$ \_\_\_\_\_ (hereinafter referred to as the "Lien Amount") for the following property:

[legal description], a subdivision in Travis County, Texas, according to the map or plat of record in Document/Instrument No. \_\_\_\_\_ of the Plat Records of Travis County, Texas (hereinafter referred to as the "Property"); and

**WHEREAS**, the property owners of the Property have paid unto the City the Lien Amount.

**RELEASE**

**NOW THEREFORE**, the City, the owner and holder of the Lien, Instrument No. \_\_\_\_\_, in the Real Property Records of Travis County, Texas, in the amount of the Lien Amount against the Property releases and discharges, and by these presents does hereby release and discharge, the above-described Property from said lien held by the undersigned securing said indebtedness.

**EXECUTED** to be **EFFECTIVE** this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY OF MANOR, TEXAS,**

By: \_\_\_\_\_  
[Manager Name], City Manager

**ATTEST:**

\_\_\_\_\_  
[Secretary Name], City Secretary

<b>STATE OF TEXAS</b>	<b>§</b>
	<b>§</b>
<b>COUNTY OF TRAVIS</b>	<b>§</b>

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by [Manager Name], City Manager for the City of Manor, Texas, on behalf of said municipality.

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT Q – ESTIMATED BUILDOUT VALUE FOR MAJOR IMPROVEMENT AREA,  
IMPROVEMENT AREA #1, AND IMPROVEMENT AREA #2**

	Units		Estimated Buildout Value	Total Buildout Value	% of Estimated Buildout Value
<b><i>Improvement Area #1</i></b>					
50'	264	lots	\$ 285,000	\$ 75,240,000	
				<b>\$ 75,240,000</b>	<b>15.61%</b>
<b><i>Improvement Area #2</i></b>					
50'	176	lots	\$ 285,000	\$ 50,160,000	
55'	75	lots	\$ 290,000	\$ 21,750,000	
	<b>251</b>			<b>\$ 71,910,000</b>	<b>14.92%</b>
<b><i>Major Improvement Area</i></b>					
50'	516	lots	\$ 285,000	\$ 147,060,000	
55'	75	lots	\$ 290,000	\$ 21,750,000	
60'	144	lots	\$ 300,000	\$ 43,200,000	
Condos	370	units	\$ 204,000	\$ 75,480,000	
Office	68,999	SqFt	\$ 200	\$ 13,799,800	
Restaurant	17,250	SqFt	\$ 200	\$ 3,450,000	
Retail	150,935	SqFt	\$ 200	\$ 30,187,000	
				<b>\$ 334,926,800</b>	<b>69.48%</b>
				<b>\$ 482,076,800</b>	<b>100.00%</b>

**EXHIBIT R – IMPROVEMENT AREA #1-2 BOND DEBT SERVICE SCHEDULE**

**EXHIBIT S – MAJOR IMPROVEMENT AREA BOND DEBT SERVICE SCHEDULE**

## Exhibit “C-1”

### PROPOSED AUTHORIZED IMPROVEMENTS

#### A. Major Improvements

- *Wastewater Treatment Plant Phase 1*

Improvements designed and constructed in accordance with 30 TAC Chapter 217 Rules with a nominal treatment capacity of 200,000 gallons per day.

- *Roadway*

Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways part of the MAD4 collector roads. All related earthwork, excavation, erosion control, demolition and paving are included.

- *Kimbrow ROW Acquisition*

Improvements including easements needed for relocating the existing Manville water line conflicting with Old Kimbro Road widening.

- *Soft Costs*

Estimated to be 15% of above-described hard costs, inclusive of a 4% construction management fee.

#### B. Improvement Area #1 Improvements

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide water service to each Lot within Improvement Area #1.

- *Wastewater*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide wastewater service to each Lot within Improvement Area #1.

- *Drainage*

Improvements including trench excavation and embedment, trench safety, reinforced concrete pipe, manholes, storm outfalls, storm drain inlets, testing, related earthwork,

excavation, erosion control and all other necessary appurtenances required to ensure proper drainage of the public roadways within Improvement Area #1.

- *Roadway*

Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways, testing, handicapped ramps, and street lights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included to provide roads to each Lot within Improvement Area #1.

- *Trails*

Improvements include approximately 5' wide crushed granite trails along the proposed public parkland to be dedicated to the City.

- *Soft Costs*

Include costs associated with engineering and design of Improvement Area #1 Improvements including permits, fees and fiscals.

### **C. Improvement Area #2 Improvements**

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide water service to each Lot within Improvement Area #2.

- *Wastewater*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide wastewater service to each Lot within Improvement Area #2.

- *Drainage*

Improvements including trench excavation and embedment, trench safety, reinforced concrete pipe, manholes, storm outfalls, storm drain inlets, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to ensure proper drainage of the public roadways within Improvement Area #2.

- *Roadway*

Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways, testing, handicapped ramps,



and street lights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included to provide roads to each Lot within Improvement Area #2.

- *Soft Costs*

Include costs associated with engineering and design of Improvement Area #2 Improvements including permits, fees and fiscals.

**Exhibit "D"**  
**FORM OF CERTIFICATION FOR PAYMENT**  
 [IMPROVEMENT AREA # \_\_\_\_][MAJOR IMPROVEMENT AREA]  
**(Design – Manor Heights)**

\_\_\_\_\_ (“Construction Manager”) hereby requests payment for the percentage of design costs completed (the “Design Costs”) described in Attachment A attached hereto. Capitalized undefined terms shall have the meanings ascribed thereto in the Manor Heights Public Improvement District Financing and Reimbursement Agreement between Forestar (USA) Real Estate Group Inc., a Delaware corporation, and the City of Manor (the “City”), dated as of \_\_\_\_\_ (the “Finance Agreement”). In connection with this Certification for Payment, the undersigned, in his or her capacity as the \_\_\_\_\_ of Construction Manager, to his or her knowledge, hereby represents and warrants to the City as follows:

1. He (she) is a duly authorized representative of Construction Manager, qualified to execute this request for payment on behalf of the Construction Manager and knowledgeable as to the matters forth herein.
2. The design work described in Attachment A has been completed in the percentages stated therein.
3. The true and correct Design Costs for which payment is requested is set forth in Attachment A and payment for such requested amounts and purposes has not been subject to any previously submitted request for payment.
4. Attached hereto as Attachment B is a true and correct copy of a bills-paid affidavit evidencing that any contractor or subcontractor having performed design work described in Attachment A has been paid in full for all work completed through the previous Certification for Payment.
5. Attached hereto as Attachment C are invoices, receipts, worksheets, and other evidence of costs which are in sufficient detail to allow the City to verify the Design Costs for which payment is requested.

[Signature Page Follows]

SIGNATURE PAGE TO  
FORM OF CERTIFICATION FOR PAYMENT

Date : \_\_\_\_\_

[Construction Manager Signature Block to be added]

APPROVAL BY THE CITY

The Design described in Attachment A has been reviewed, verified, and approved by the City Construction Representative. Payment of the Design Costs is hereby approved.

Date: \_\_\_\_\_

**CITY OF MANOR, TEXAS**

By: \_\_\_\_\_

### ATTACHMENT A TO CERTIFICATION OF PAYMENT (DESIGN)

Jurisdiction Name: Travis County  
Ball's Fortuna Public Improvement District  
Certification of Payment #: \_\_\_\_\_  
Date: \_\_\_\_\_

Reimbursement Detail					Required Documents (Completed By Administrator)			Allocation to Project Accounts			
Vendor	Description of Work	Invoice Number	Check Number	Date Paid	Amount	Invoice	Cancelled Check	Lien Release or All Bills Paid Affidavit	Project Category #1	Project Category #2	Project Ca
					\$				\$	\$	\$
					\$				\$	- \$	- \$
					\$				\$	- \$	- \$
					\$				\$	- \$	- \$
					\$				\$	- \$	- \$
					\$				\$	- \$	- \$
					\$				\$	- \$	- \$
					\$				\$	- \$	- \$
					\$				\$	- \$	- \$
					\$				\$	- \$	- \$
					\$				\$	- \$	- \$
					\$				\$	- \$	- \$
Total						(1)	\$	- \$	\$	- \$	- \$
Original Budget						(2)	\$	- \$	\$	- \$	- \$
Budget Revisions						(3)	\$	- \$	\$	- \$	- \$
Revised Budget						(4) = (2) + (3)	\$	- \$	\$	- \$	- \$
SES Drawn To Date						(5)	\$	- \$	\$	- \$	- \$
SES This Draw						= (5)	\$	- \$	\$	- \$	- \$
Remaining Budget						(6) = (4) - (5) - (5)	\$	- \$	\$	- \$	- \$

ATTACHMENT B TO CERTIFICATION OF PAYMENT (DESIGN)

[attached – bills paid affidavit]

ATTACHMENT C TO CERTIFICATION OF PAYMENT (DESIGN)

[attached – receipts]

FORM OF CERTIFICATION FOR PAYMENT  
 [IMPROVEMENT AREA # \_\_\_\_][MAJOR IMPROVEMENT AREA]  
**(Construction – Manor Heights)**

\_\_\_\_\_ (“Construction Manager”) hereby requests payment of the Actual Cost of the work described in Attachment A attached hereto (the “Draw Actual Costs”). Capitalized undefined terms shall have the meanings ascribed thereto in the Manor Heights Public Improvement District Financing and Reimbursement Agreement between Forestar (USA) Real Estate Group Inc., a Delaware corporation, and the City of Manor (the “City”) dated as of \_\_\_\_\_. In connection with this Certification for Payment, the undersigned, in his or her capacity as the \_\_\_\_\_ of Construction Manager, to his or her knowledge, hereby represents and warrants to the City as follows:

1. He (she) is a duly authorized representative of Construction Manager, qualified to execute this request for payment on behalf of the Construction Manager and knowledgeable as to the matters forth herein.
2. The true and correct Draw Actual Costs for which payment is requested is set forth in Attachment A and payment for such requested amounts and purposes has not been subject to any previously submitted request for payment.
3. Attached hereto as Attachment B is a true and correct copy of a bills paid affidavit evidencing that any contractor or subcontractor having performed work on a Segment described in Attachment A has been paid in full for all work completed through the previous Certification for Payment.
4. Attached hereto as Attachment C are invoices, receipts, worksheets and other evidence of costs which are in sufficient detail to allow the City to verify the Draw Actual Costs of each Segment for which payment is requested.

[Signature Page Follows]



SIGNATURE PAGE TO  
FORM OF CERTIFICATION FOR PAYMENT

Date : \_\_\_\_\_

[Construction Manager Signature Block to  
Be inserted]

JOINDER OF PROJECT ENGINEER

The undersigned Project Engineer joins this Certification for Payment solely for the purposes of certifying that the representations made by Construction Manager in Paragraph 2 above are true and correct in all material respects.

---

Project Engineer

**APPROVAL BY THE CITY**

The Draw Actual Costs of each Segment described in Attachment A has been reviewed, verified and approved by the City Construction Representative of the City. Payment of the Draw Actual Costs of each such Segment is hereby approved.

Date: \_\_\_\_\_

**CITY OF MANOR, TEXAS**

By: \_\_\_\_\_



ATTACHMENT B TO CERTIFICATION OF PAYMENT (CONSTRUCTION)

[bills paid affidavit – attached]

ATTACHMENT C TO CERTIFICATION OF PAYMENT (CONSTRUCTION)

[receipts – attached]

Exhibit "E"

FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is a lawfully authorized representative for FORESTAR (USA) REAL ESTATE GROUP, INC., a Delaware corporation, (the "Owner") and requests payment from the [ ] Costs of Issuance Account of the Project Fund (as defined in the Manor Heights Public Improvement District Financing Agreement between Owner and the City of Manor, Texas (the "City")) from \_\_\_\_\_ (the "Trustee") in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) to be transferred from the [\_\_\_\_\_ Costs of Issuance Account of the Project Fund] upon the delivery of the [\_\_\_\_\_ Bonds] for costs incurred in the establishment, administration, and operation of the Manor Heights Public Improvement District (the "District"), as follows.

In connection to the above referenced payment, the Owner represents and warrants to the City as follows:

- 1. The undersigned is a duly authorized officer of the Owner, is qualified to execute this Closing Disbursement Request on behalf of the Owner, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the below referenced establishment, administration, and operation of the District at the time of the delivery of the Bonds has not been the subject of any prior payment request submitted to the City.
3. The amount listed for the below itemized costs is a true and accurate representation of the Actual Costs incurred by Owner with the establishment of the District at the time of the delivery of the Bonds, and such costs are in compliance with the Service and Assessment Plan. The itemized costs are as follows:

[insert itemized list of costs here]

TOTAL REQUESTED: \$ \_\_\_\_\_

- 4. The Owner is in compliance with the terms and provisions of the Manor Heights Public Improvement District Financing and Reimbursement Agreement, the Indenture, and the Service and Assessment Plan.
5. All conditions set forth in the Indenture and [the Major Acquisition and Reimbursement Agreement or IA Acquisition and Reimbursement Agreement for \_\_\_\_\_] for the payment hereby requested have been satisfied.
6. The Owner agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete its review.

**Payments requested hereunder shall be made as directed below:**

[Information regarding Payee, amount, and deposit instructions]

I hereby declare that the above representations and warranties are true and correct.

**FORESTAR (USA) REAL ESTATE GROUP,  
INC.**  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**APPROVAL OF REQUEST BY CITY**

The City is in receipt of the attached Closing Disbursement Request. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request and shall include said payments in the City Certificate submitted to the Trustee directing payments to be made from the [ ] Costs of Issuance Account upon delivery of the Bonds.

**CITY OF MANOR, TEXAS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit “F”**

Intentionally Deleted

**Exhibit "G"****HOME BUYER DISCLOSURE PROGRAM**

1. A Builder<sup>1</sup> for an Assessed Property shall provide each residential homebuyer with the "Notice of Obligation to Pay Public Improvement District Assessment to the City", the form of which is attached hereto as Exhibit "G-1".
2. A Builder for an Assessed Property shall provide evidence of compliance with 1 above, signed by such residential homebuyer, to the City upon receipt of written request by the City or the Builder which sets forth the County's mailing address and other contact information.
3. A Builder for an Assessed Property shall prominently display signage provided by the Owner or the Administrator in the Builder's model homes, if any, located within the Property.
4. If prepared and provided by the City and approved by Owner (such approval not to be unreasonably withheld), a Builder for an Assessed Property shall distribute informational brochures about the existence and effect of the District in prospective homebuyer sales packets.
5. A Builder shall include Assessments in estimated property taxes, if such Builder estimates monthly ownership Actual Costs for prospective homebuyers for an Assessed Property.
6. The Owner must post signage along the main entry/exits located at the boundaries of the District that identifies the area as a public improvement district. All signage shall be clearly visible to all motorists entering and exiting the District.

---

<sup>1</sup> Builder" means a commercial builder who is in the business of constructing and/or selling residences to individual home buyers.

Exhibit "G-1"

MANOR HEIGHTS PID – LOT TYPE [ ]: HOMEBUYER DISCLOSURE

NOTICE OF OBLIGATION TO PAY  
PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS  
TO THE CITY OF MANOR, TEXAS

CONCERNING THE PROPERTY AT:

\_\_\_\_\_

STREET ADDRESS

OUTSTANDING PRINCIPAL OF ASSESSMENT FOR AUTHORIZED  
IMPROVEMENT: \$[ ]

As the purchaser of the real property located at the street address set forth above, you are obligated to pay assessments to Travis County, Texas, for the Actual Costs of a portion of Authorized Improvements (the "Authorized Improvements"), undertaken for the benefit of the property within the "Manor Heights Public Improvement District" (the "District"), also known as "Manor Heights", created under Subchapter A, Chapter 372, Local Government Code, as amended.

**THE OUTSTANDING PRINCIPAL OF THE ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS [\$ ], WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH MAY VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION ACTUAL COSTS, ADMINISTRATIVE ACTUAL COSTS, AND DELINQUENCY ACTUAL COSTS.**

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change.** The exact amount of the annual installments, including the annual installments thereof, will be approved each year by the City Council of the City of Manor, Texas in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor, Texas.

You may ask your mortgage company to include the Annual Installments in your monthly escrow payment.

Your failure to pay any assessment, or any annual installment thereof, may result in penalties and interest being added to what you owe and could result in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate on the date specified below my signature.

**PURCHASER:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF TEXAS                    §  
  §  
TRAVIS COUNTY                    §

The foregoing instrument was acknowledged before me by \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS                    §  
  §  
TRAVIS COUNTY                    §

The foregoing instrument was acknowledged before me by \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

**PROJECTED ANNUAL INSTALLMENTS – LOT TYPE [ ]**

[WILL INSERT SCHEDULE OF PROJECTED ANNUAL INSTALLMENTS ONCE  
FINALIZED]

Exhibit "H"  
COMPLETION AGREEMENT

[See Attached]

## COMPLETION AGREEMENT

THIS COMPLETION AGREEMENT (herein, this “*Agreement*”) is made effective [DATE], 2020, by and between FORESTAR (USA) REAL ESTATE GROUP, INC., a Delaware corporation (together with its successors, assigns, the “*Developer*”), and the CITY OF MANOR, TEXAS (the “*City*”).

### RECITALS

WHEREAS, the Developer is the majority owner and developer of lands within the boundary of the Manor Heights Public Improvement District (the “*District*”) established by the City, as more particularly described in Exhibit A attached hereto and incorporated by referenced herein (the “*Property*”);

WHEREAS, the Property is subject to that certain *Development Agreement* dated as of November 7, 2018 (as amended, the “*Development Agreement*”);

WHEREAS, pursuant to the Development Agreement, the City and the Developer have agreed to certain terms relating to the construction and funding of certain infrastructure improvements, including but not limited to the MAD4 Roadway (the “*Designated Improvements*”);

WHEREAS, the Developer is a wholly-owned subsidiary of Forestar Group Inc. (“*Forestar Group*”), a publicly traded residential lot development company listed on the New York Stock Exchange under the ticker symbol “FOR”;

WHEREAS, in order to ensure that the Designated Improvements are completed and funding is available in a timely manner to provide for their completion, the Developer has agreed in the Second Amendment to the Development Agreement to enter into this Agreement to provide further assurances to the City that the Designated Improvements will be completed and Developer has the funds to complete the Designated Improvements; and

NOW, THEREFORE, based upon the above recitals and other good and valuable consideration, the receipt of which and sufficiency of which is hereby acknowledged, the Developer and the City, agree as follows:

1. **INCORPORATION OF RECITALS; CAPITALIZATION.** The recitals stated above are true and correct and are incorporated by reference as a material part of this Agreement. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Development Agreement.

2. **COMPLETION OF AUTHORIZED IMPROVEMENTS.**

(i) In addition to all of the other terms and conditions set forth in the Development Agreement, in order to assure the completion of the Designated Improvements, the Developer agrees, no later than ten (10) business days after written request of the City, to provide evidence to the City (“*Evidence of Available Funds*”) that sufficient funds are available to the Developer to fund the completion of the Designated Improvements. In response to any such request, the



Developer may provide Evidence of Available Funds by timely delivering a letter that directs the City to that portion of Forestar Group’s most recent filing with the United States Securities and Exchange Commission (the “SEC”) stating either that Forestar Group (a) is in compliance with the covenants, limitations and restrictions in its unsecured revolving credit facility, as described in Forestar Group’s 2019 Form 10-K annual report filed with the SEC, or (b) maintains cash and equivalents in an amount that equals or exceeds the estimated amount to complete the Designated Improvements.

(ii) The City has no responsibility for and no duty to verify the accuracy of any Evidence of Available Funds submitted pursuant to this Section 2.

**3. DEVELOPER DEFAULT; PROTECTION AGAINST THIRD PARTY INTERFERENCE.**

In the event the Developer does not comply with the terms of this Agreement, the City or its designee shall have the right to seek specific performance from a court of competent jurisdiction in order to ensure the Designated Improvements are completed as soon thereafter as reasonably possible.

**4. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the City and the Developer.

**5. AUTHORIZATION; CONSENT.** The execution of this Agreement has been duly authorized by the City and the Developer, and both the City and the Developer have full power and authority to comply with the terms and provisions of this instrument.

**6. NOTICES.** All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand-delivered by prepaid express overnight courier or messenger service, facsimile or, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested with delivery via email confirming mailing thereof, to the following addresses:

City:

City of Manor  
Attn: City Manager  
105 East Eggleston Street  
Manor, Texas 78653

With copy to:

The Knight Law Firm, LLP  
Attn: Paige Saenz  
223 West Anderson Lane, Suite A-105  
Austin, Texas 78752

Developer:

Forestar (USA) Real Estate Group, Inc.  
Attn: John Maberry & Matt Stark  
10700 Pecan Park Blvd. Suite 150  
Austin, Texas 78750

With a copy to:

Metcalf Wolff Stuart Williams, LLP  
Attn: Talley J. Williams  
221 West 6th Street, Suite 1300  
Austin, Texas 78701

Except as otherwise provided in this Agreement, any mailed notice sent in the manner provided above shall be deemed received three (3) business days after delivery or mailing. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day shall be deemed received the next business day. If any time for giving notice contained in this Agreement would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom notices are to be sent or copied may notify the other parties and addressees of any changes in name or address to which notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

**7. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the City, and the Developer, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation, other than the City and the Developer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the City and the Developer and their respective representatives, successors, and assigns.

**8. SUCCESSORS.** The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of Developer, and its successors and assigns, subject to Section 15 below.

**9. ASSIGNMENT.** This Agreement may be assigned by Developer to a party who is acquiring all or a majority of the Property owned by Developer provided that the Developer first obtains the prior written approval of the City Council, such consent not to be unreasonably withheld.

**10. CONSTRUCTION OF TERMS; CONFLICT WITH FINANCING AGREEMENT.** Whenever used the singular number shall include the plural, the plural the singular; the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires. To the extent there is a conflict between the terms of this Agreement and the Development Agreement, the Development

Agreement shall control. To the extent there is a conflict between the terms of this Agreement and the PID Financing Agreement to be entered into covering the District, the PID Financing Agreement shall control.

11. **CONTROLLING LAW.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Texas.

12. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

13. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

14. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

15. **COVENANT AND RECORDATION.** The Developer, as the developer and the majority owner of lands within the District at the time of the execution of this Agreement, agrees that the obligations imposed upon it by this Agreement are valid and enforceable and shall be covenants running with the lands described in Exhibit A hereto, creating an obligation and one which is binding upon successor owners and assigns. The Developer shall record this Agreement in the Public Records of Travis County, Texas, against the lands owned by the Developer at the time of execution of this Agreement. Once the Developer has completed all the Designated Improvements pursuant to the terms of this Agreement and the Development Agreement, the Developer shall notify the City, the City shall record, in the public records, a release and satisfaction of its obligations under this Agreement (the "*Completion Agreement Release*"). The form of the Completion Agreement Release is attached hereto as Exhibit B. This Agreement, when recorded, shall be binding upon the Developer and the City and their successors and assigns as permitted by this Agreement and upon the Property; **however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any end-user or unaffiliated homebuilder except for land use and development regulations that apply to such lots.**

IN WITNESS WHEREOF, the parties hereto execute this Agreement and further agree that it shall take effect as of the date first above written.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

CITY:

CITY OF MANOR, TEXAS

By: [Signature]  
Name: Dr. Larry Wallace Sr.  
Title: Mayor

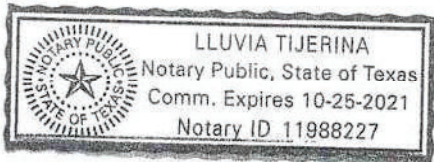
STATE OF TEXAS §

COUNTY OF Travis §

The foregoing instrument was acknowledged before me this October 21, 2020 by Dr. Larry Wallace Sr. as Mayor of the City of Manor, on behalf of the City.

[SEAL]

[Signature]  
Notary Public  
Commission Expires: 10-25-2021



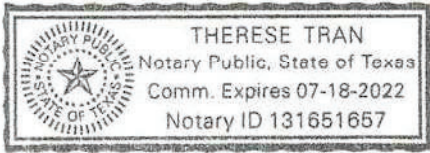
DEVELOPER:

FORESTAR (USA) REAL ESTATE GROUP, INC., a Delaware corporation

By: John Maberry  
Name: John Maberry  
Title: Vice President

STATE OF TEXAS §  
  §  
COUNTY OF Williamson §

This instrument was acknowledged before me on October 26, 2022 by John Maberry as VICE PRESIDENT of Forestar (USA) Real Estate Group, Inc., a Delaware corporation, on behalf of said corporation.



[Signature]  
Notary Public, State of Texas

AFTER RECORDING PLEASE RETURN TO:

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

**EXHIBIT A****METES AND BOUNDS DESCRIPTION OF THE PROPERTY**

90.089 ACRES OUT OF THE A.C. CALDWELL SURVEY, ABSTRACT NUMBER 154, TRAVIS COUNTY, TEXAS AND BEING THE TRACTS OF LAND CONVEYED TO RHOF, LLC, A TEXAS LIMITED LIABILITY COMPANY, PER DEED RECORDED AS DOCUMENT NO.2017194263 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

44.0347 ACRES OF LAND LOCATED IN THE A.C. CALDWELL SURVEY, ABSTRACT NUMBER 154, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN CALLED 180.83 ACRES OF LAND CONVEYED TO ALMA JUANITA MEIER, AS DESCRIBED IN VOLUME 11376, PAGE 676, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

267.972 ACRES OF LAND LOCATED IN THE LEMUEL KIMBRO SURVEY, ABSTRACT NUMBER 456 AND THE A.C. CALDWELL SURVEY, ABSTRACT NUMBER 154, TRAVIS COUNTY, TEXAS AND BEING THE SAME 267.972 ACRE TRACT OF LAND CONVEYED TO SKY VILLAGE KIMBRO ESTATES, LLC, AS DESCRIBED IN DOCUMENT NUMBER 2016214460, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

(35.626 AC) LOT 2, J.F. NAGLE ESTATES, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NO. 199900207, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, TOGETHER WITH A NON-EXCLUSIVE 60 FOOT WIDE ACCESS AND PUBLIC UTILITY EASEMENT AS CREATED AND MORE PARTICULARLY DESCRIBED IN THAT DECLARATION OF ACCESS AND PUBLIC UTILITY EASEMENT RECORDED IN DOCUMENT NO. 1999058184, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, BEING THE SAME 35.626 ACRES CONVEYED TO SKY VILLAGE KIMBRO ESTATES, LLC, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

3.469 ACRES OF LAND LOCATED IN THE LEMUEL KIMBRO SURVEY, ABSTRACT NUMBER 456, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO SKY VILLAGE KIMBRO ESTATES, LLC, AS RECORDED IN 2017157471 OF THE OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS

157.9603 ACRES OUT OF THE A.C. CALDWELL SURVEY NO.52, ABSTRACT 154 AND THE LEMUEL KIMBRO SURVEY NO.64, ABSTRACT 456, AND BEING THE TRACTS OF LAND CONVEYED TO KIMBRO ROAD ESTATES, LP PER DEED RECORDED AS DOCUMENT NO.201780865 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

**A METES AND BOUNDS  
DESCRIPTION OF A  
3.700 ACRE RIGHT-OF-WAY OF LAND**

BEING a 3.700 acre (181,158 square feet) tract of land situated in the A.C. Caldwell Survey No. 52, Abstract No. 154, City of Manor, Travis County, Texas; and being a portion of Old Kimbro Road (80 feet wide); and being more particularly described as follows:

COMMENCING, at a 1/2-inch iron rod with a plastic cap stamped "KHA" found on the southerly right-of-way line of said Old Kimbro Road marking the northwest corner of a called 51.533 acre tract of land described in instrument to Chau Dinh and Kim Pham recorded in Document No. 2014139510 of the Official Public Records of Travis County, same being the northeast corner of a called 90.0888 acre tract of land described in instrument to RHOF, LLC recorded in Document No. 2017194283 of the Official Public Records of Travis County;

THENCE, North 85°48'57" West, 848.55 feet, along the southerly right-of-way line of Old Kimbro Road and the north line of said 90.0888 acre tract to the POINT OF BEGINNING of the herein described tract;

THENCE, continuing along the southerly right-of-way of said Old Kimbro Road and along the north line of said 90.0888 acre tract the following two (2) courses and distances:

- 1. North 85°48'57" West, 1629.02 feet to an iron rod with plastic cap stamped "KHA" found for a point of curvature;
- 2. in a southwesterly direction, along a tangent curve to the left, a central angle of 43°49'58", a radius of 533.10 feet, a chord bearing and distance of South 72°20'04" West, 397.98 feet, and a total arc length of 407.84 feet to a point for corner;

THENCE, departing the north line of said 90.0888 acre tract and crossing said Old Kimbro Road the following two (2) courses and distances:

- 1. North 40°17'42" West, 48.07 feet to a point for corner;
- 2. North 61°40'04" West, 35.46 feet to a 5/8-iron rod found on the northerly right-of-way line of said Old Kimbro Road marking the southwest corner of a called 157.9803 acre tract of land described in instrument to RHOF, LLC recorded in Document No. 2017180865 of the Official Public Records of Travis County;

THENCE, along the northerly right-of-way line of said Old Kimbro Road and along the south line of said 157.9803 acre tract the following three (3) courses and distances:

- 1. in a northeasterly direction, along a non-tangent curve to the right, a central angle of 36°32'18", a radius of 813.14 feet, a chord bearing and distance of North 68°23'46" East, 384.42 feet, and a total arc length of 391.01 feet to a 1/2-iron rod found for a point for corner;
- 2. in a northeasterly direction, along a non-tangent curve to the right, a central angle of 7°10'29", a radius of 1407.07 feet, a chord bearing and distance of South 89°23'14" East, 176.08 feet, and a total arc length of 176.20 feet to a concrete monument found for a point of tangency;
- 3. South 85°54'35" East, 1541.18 feet to a point for corner;

THENCE, South 4°11'03" West, 80.00 feet departing the south line of said 157.9803 acre tract and crossing said Old Kimbro Road to the POINT OF BEGINNING, and containing 3.700 acres of right-of-way in Travis County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD'83). All distances are on the surface and shown in U.S. Survey Feet. To convert grid distances to grid, apply the combined SURFACE to GRID scale factor of 0.99992097045. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

ABEL P. STENDAHL  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6754  
601 NW LOOP 410, SUITE 350  
SAN ANTONIO, TEXAS 78216  
PH. 210-541-9166  
abel.stendahl@kimley-horn.com



**EXHIBIT OF A 3.700 ACRE  
RIGHT-OF-WAY  
TO BE RELEASED**  
A.A. CALDWELL SURVEY NO.52,  
ABSTRACT NO. 154  
TRAVIS COUNTY, TEXAS

**Kimley»Horn**  
801 NW Loop 410, Suite 350 San Antonio, Texas 78216 FIRM # 10103073 Tel. No. (210) 541-9166 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	DLG	APB	03/02/20	000-55703	1 of 2

STENDAHL, ABEL 9/30/20 10:57 AM K:\SNA\_SURVEY\MANOR HEIGHTS DEVELOPMENT\058255703-MANOR HTS PHASE 2\DWG\EXHIBITS\3.700AC RIGHT OF WAY RELEASE.DWG

**EXHIBIT B**

**COMPLETION AGREEMENT RELEASE**

The **CITY OF MANOR, TEXAS** (the "*City*"), hereby acknowledges receipt of notification of the completion of the Designated Improvements in accordance with Sections \_ and \_ of the Completion Agreement (the "*Completion Agreement*") by and between the City and **FORESTAR (USA) REAL ESTATE GROUP, INC.**, a Delaware corporation (the "*Developer*").

The Completion Agreement was recorded in the Public Records of Travis County, Texas under Instrument No. \_\_\_\_\_ against the real property more particularly described therein and incorporated by referenced herein.

Developer and its successors and assigns shall have no further obligations, duties or liabilities under the Completion Agreement, the City hereby releases, waives and forever discharges the Developer from all obligations, duties or liabilities of whatever nature arising under or in connection with the Completion Agreement.

**[SIGNATURE PAGE FOLLOWS]**



CITY:

CITY OF MANOR, TEXAS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

§  
§  
§

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of the City of Manor, on behalf of the City.

[SEAL]

\_\_\_\_\_  
Notary Public  
Commission Expires: \_\_\_\_\_

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APPENDIX G  
IMPROVEMENT AREA #3 REIMBURSEMENT AGREEMENT

**MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT  
REIMBURSEMENT AGREEMENT  
(IMPROVEMENT AREA #3)**

This Manor Heights Public Improvement District Reimbursement Agreement (Improvement Area #3) (this “Reimbursement Agreement”) is executed between the City of Manor, Texas (“City”) and Forestar (USA) Real Estate Group, Inc., a Delaware corporation (the “Owner”) (each individually referred to as a “Party” and collectively as the “Parties”) effective as of the 17<sup>th</sup> day of May 2023.

**RECITALS**

**WHEREAS**, on November 7, 2018, the City Council of the City (the “City Council”) authorized the formation of the Manor Heights Public Improvement District (the “District” or “PID”) pursuant to Resolution No. 2018-10 (the “Creation Resolution”) in accordance with the PID Act, covering approximately 599.2 acres of land described in the Creation Resolution (the “District Property”); and

**WHEREAS**, the City Council authorized additional land to be added to the boundaries of the District pursuant to Resolution No. 2020-11 adopted by the City Council on October 7, 2020; and

**WHEREAS**, the purpose of the District is to finance certain improvements authorized by Chapter 372, Texas Local Government Code (as may be amended, the “PID Act”) that promote the interests of the City and confer a special benefit on the assessed property within the District; and

**WHEREAS**, the District Property was originally contemplated to be developed in phases (“Improvement Areas”) beginning with Improvement Area #1, Improvement Area #2, and the Major Improvement Area;

**WHEREAS**, pursuant to the Manor Heights Public Improvement District Financing and Reimbursement Agreement (the “PID Financing Agreement”), the Owner now intends to further divide the Major Improvement Area into two or more Improvement Areas including Improvement Area #3, as depicted on Exhibit “A”, and the Owner intends that certain Authorized Improvements (as defined herein) be constructed over time to serve District Property (or portions thereof); and

**WHEREAS**, it is intended that the City Council shall pass and approve an assessment ordinance determining, among other things, the estimated costs of the Authorized Improvements allocable to Improvement Area #3 (the “Improvement Area #3 Improvements” and to be further defined in a Service and Assessment Plan (hereinafter defined)) and levy assessments against certain District Property within Improvement Area #3 (the “Improvement Area #3 Assessments” or the “Assessments”) in accordance with the Assessment Roll (as defined herein) attached to a

Service and Assessment Plan for the District (as the same may be amended or updated from time to time, the “Service and Assessment Plan”); and

**WHEREAS**, it is intended that bonds secured by the Improvement Area #3 Assessments (the “PID Bonds”) will be issued to finance a portion of the Actual Costs of, among other things, the Improvement Area #3 Improvements (the Actual Costs of the Improvement Area #3 Improvements being the “Improvement Area #3 Improvements Cost”); and

**WHEREAS**, the proceeds of the PID Bonds shall be used to reimburse the Owner for the Improvement Area #3 Improvements Cost; and

**WHEREAS**, it is anticipated that one or more series of PID Bonds will be issued pursuant to an Indenture of Trust (the “Indenture”) by and between the City and a legally qualified trustee selected by the City (the “Bond Trustee”); and

**WHEREAS**, it is anticipated that the City shall deposit the revenues received and collected by the City from the Improvement Area #3 Assessments, including foreclosure sale proceeds, first into segregated funds held by the City for Improvement Area #3’s revenues (an “Operating Account”), and then further transferred pursuant to the Indenture when executed; and

**WHEREAS**, the Parties intend that all or a portion of the Improvement Area #3 Improvements Cost shall be paid for with the hereinafter-defined Improvement Area #3 Reimbursement Obligation pursuant to the terms of this Reimbursement Agreement, and as further described pursuant to the PID Financing Agreement; and

**WHEREAS**, following the issuance of a series of PID Bonds, the Pledged Revenues, as defined herein, will secure the PID Bonds, and then, on a subordinate basis, the Improvement Area #3 Reimbursement Obligation; and

NOW THEREFORE, FOR VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. Recitals. The recitals to this Reimbursement Agreement are true and correct, and are incorporated as part of this Reimbursement Agreement for all purposes.
2. Definitions. Capitalized terms not otherwise herein defined shall be given the meaning assigned to such term in the PID Financing Agreement and/or Indenture, as applicable, and such definition shall govern in the event of a conflict with a definition herein.
  - a. Actual Costs – shall mean, with respect to Authorized Improvements, the actual costs paid or incurred by or on behalf of the Owner: (1) to plan, design, acquire, construct, install, and dedicate such improvements to the City; (2) to prepare plans, specifications (including bid packages), contracts, and as-built drawings; (3) to obtain zoning, licenses, plan approvals, permits, inspections, and other

governmental approvals; (4) for third-party professional consulting services including but not limited to, engineering, surveying, geotechnical, land planning, architectural, landscaping, legal, accounting, and appraisals; (5) of labor, materials, equipment, fixtures, payment and performance bonds and other construction security, and insurance premiums; and (6) to implement, administer, and manage the above-described activities. Actual Costs shall not include general contractor's fees in an amount that exceeds a percentage equal to the percentage of work completed or construction management fees in an amount that exceeds an amount equal to the construction management fee amortized in approximately equal monthly installments over the term of the applicable construction management contract. Amounts expended for costs described in subsection (3), (4), and (6) above shall be excluded from the amount upon which the general contractor and construction management fees are calculated.

- b. Assessment Roll – shall mean one or more assessment rolls for the assessed property within the District, as updated, modified or amended from time to time in accordance with the Service and Assessment Plan.
  - c. Authorized Improvements – shall mean any authorized improvement listed in the PID Act.
  - d. Improvement Area #3 Reimbursement Obligation – shall mean the Improvement Area #3 Reimbursement Obligation.
  - e. Pledged Revenues – shall mean the sum of (i) revenues generated by the Improvement Area #3 Assessments less delinquent collection costs; (ii) the moneys held by the City in the Operating Account; and (iii) any additional revenues that the City may pledge to the payment of the PID Bonds.
3. City Deposit of Revenue. Until a series of PID Bonds are issued, the City shall cause the revenue generated by the Improvement Area #3 Assessments to be deposited into the Operating Account. After a series of PID Bonds secured by the Pledged Revenues are issued, the City shall cause those Pledged Revenues to be deposited pursuant to the Indenture once executed.
4. Payment of Improvements Cost. The City shall pay the Improvement Area #3 Improvements Cost pursuant to executed and approved Payment Requests (defined herein) in the manner provided for in the PID Financing Agreement from the applicable Operating Account. Following the execution of the Indenture, the Bond Trustee shall pay the Improvement Area #3 Improvements Cost pursuant to executed and approved certifications for payment in the manner provided for in the PID Financing Agreement and the Indenture for PID Bonds.

5. Improvement Area #3 Reimbursement Obligation. Subject to the terms, conditions, and requirements contained herein, the City agrees to reimburse the Owner, and the Owner shall be entitled to receive from the City in an amount not to exceed \$4,255,000 for the Improvement Area #3 Improvements Cost (the "Improvement Area #3 Reimbursement Obligation") in accordance with the terms of this Reimbursement Agreement, and subject to any further limitations as may be contained in the PID Financing Agreement, until December 31, 2053 (the "Maturity Date"). It is hereby acknowledged that the City is not responsible hereunder for any amount of the Improvement Area #3 Improvements Cost in excess of the amount of the Improvement Area #3 Assessments collected. The Improvement Area #3 Reimbursement Obligation, including accrued and unpaid interest, shall be payable to the Owner, solely from the Pledged Revenues deposited in the Operating Account or, if PID Bonds are issued, the Project Fund or the reimbursement fund, as applicable, created by the Indenture. The Improvement Area #3 Reimbursement Obligation is authorized by the PID Act, is hereby approved by the City Council, and represents the total allowable costs to be assessed against Improvement Area #3 for the Improvement Area #3 Improvements. The interest rate paid to the Owner on the Improvement Area #3 Reimbursement Obligation shall be of 5.50%. The interest rate is hereby approved by the City Council and complies with the PID Act. Interest will accrue on the Improvement Area #3 Reimbursement Obligation at the interest rate stated above from the later to occur of: (i) the date that the Improvement Area #3 Assessment is levied by the City or (ii) the date a certificate for payment for the Improvement Area #3 Improvements Cost is approved by the City. Following the issuance of PID Bonds, interest on the Improvement Area #3 Reimbursement Obligation will accrue from the date of delivery of the PID Bonds at the interest rate of the PID Bonds. Interest shall be calculated on the basis of a 360-day year, comprised of twelve 30-day months.
6. Obligated Payment Sources. The Improvement Area #3 Reimbursement Obligation, plus accrued and unpaid interest as described above, is payable to the Owner and secured under this Reimbursement Agreement solely as described herein. No other City funds, revenue, taxes, income, or property shall be used even if the Improvement Area #3 Reimbursement Obligation is not paid in full at the Maturity Date, and the Improvement Area #3 Reimbursement Obligation is not a debt of the City, within the meaning of Article XI, Section 5, of the Constitution of the State of Texas. The City acknowledges and agrees that until the Improvement Area #3 Reimbursement Obligation and accrued and unpaid interest is paid in full, the obligation of the City to use amounts on deposit in the Operating Account or if PID Bonds are issued, in the Project Fund or the reimbursement fund, as applicable, created by the Indenture to pay the Improvement Area #3 Reimbursement Obligation and accrued and unpaid interest to the Owner is absolute and unconditional and the City does not have, and will not assert, any defenses to such obligation.

7. City Collection Efforts. The City will use all reasonable efforts to receive and collect, or cause to be received and collected by the Travis County Tax Assessor-Collector, Assessments (including the foreclosure of liens resulting from the nonpayment of the Assessments or other charges due and owing under the Service and Assessment Plan) and shall not permit a reduction, abatement, or exemption in the Assessments due on any portion of the District Property until the earlier of (i) the PID Bonds related to that particular portion of the District Property are no longer outstanding, whether as a result of payment in full, defeasance, or otherwise, or (ii) the Owner has been reimbursed for the unreimbursed Actual Costs in accordance with this Reimbursement Agreement. The City shall use best efforts to collect the Assessments consistent with the City's policies and standard practices applicable to the collection of City taxes and assessments.
8. Process for Payment for the Improvement Area #3 Reimbursement Obligation. The Owner may submit to the City a written request for payment in the form and manner provided for in the PID Financing Agreement (a "Payment Request") of any funds then available in the Operating Account or, after the issuance of PID Bonds, the Project Fund created by the Indenture, following February 1<sup>st</sup> of each year. Upon receipt of the Payment Request for the Improvement Area #3 Improvements described in the Service and Assessment Plan with all required documentation attached, the City shall cause available funds within the appropriate account under the Indenture or the Operating Account to be disbursed to the Owner within thirty (30) days. This process will continue until the Improvement Area #3 Reimbursement Obligation and accrued and unpaid interest is paid in full, or until PID Bonds are issued in an amount sufficient to pay the unpaid Improvement Area #3 Reimbursement Obligation in full, less any amounts required for reserves and any other costs or expenses associated with issuing the PID Bonds.
9. Termination. Upon either (i) all payments paid to the Owner under this Reimbursement Agreement equal to the Improvement Area #3 Reimbursement Obligation plus any accrued and unpaid interest, (ii) the PID Bonds being issued for Improvement Area #3 that is equal to the Improvement Area #3 Reimbursement Obligation, less any amounts required for reserves and any other costs or expenses associated with issuing the PID Bonds, less any payments made from the Bond Trustee pursuant to this Agreement, (iii) a combination of (i) and (ii) above that, collectively, is equal to the Improvement Area #3 Reimbursement Obligation, or (iv) the Maturity Date is reached, this Reimbursement Agreement shall terminate; provided, however that if on the Maturity Date, any portion of the Improvement Area #3 Reimbursement Obligation or accrued and unpaid interest remains unpaid, the Improvement Area #3 Reimbursement Obligation shall be canceled and for all purposes of this Reimbursement Agreement shall be deemed to have been conclusively and irrevocably PAID IN FULL; provided



further however that if any Assessments remain due and payable and are uncollected on the Maturity Date for Improvement Area #3, such Assessment, when, as, and if collected after the Maturity Date, shall be applied, first, to any amounts due in connection with Improvement Area #3 for any outstanding PID Bonds, and then paid to the Owner and applied to the Improvement Area #3 Reimbursement Obligation. Under no circumstances will either payments made under this Agreement or the PID Bonds equal more than the Improvement Area #3 Reimbursement Obligation.

10. Non-Recourse Obligation. The obligations of the City under this Reimbursement Agreement are non-recourse and payable only from Pledged Revenues and such obligations do not create a debt or other obligation payable from any other City revenues, taxes, income, or property. Neither the City nor any of its elected or appointed officials nor any of its employees shall incur any liability hereunder to the Owner or any other party in their individual capacities by reason of this Reimbursement Agreement or their acts or omission under this Reimbursement Agreement. Owner acknowledges that no appropriation of City funds has been or will be made to provide payments due under this Agreement. Further, Owner acknowledges that the only source of funds for payment under this Agreement is from the Operating Account or if PID Bonds are issued, from the Project Fund or the reimbursement fund, as applicable, created by the Indenture to pay the Improvement Area #3 Reimbursement Obligation.
11. Mandatory Prepayments. Notwithstanding any provision of this Reimbursement Agreement to the contrary, the Parties hereby acknowledge and agree that to the extent a prepayment of an Assessment is due and owing pursuant to the provisions of a Service and Assessment Plan (including any requirement to provide notice to Owner pursuant to the provisions thereof) in effect as of the date of this Agreement and remains unpaid for ninety (90) days after such notice, the City, upon providing written notice to the Owner, may reduce the amount of the Improvement Area #3 Reimbursement Obligation associated with that Assessment by a corresponding amount; provided, however, any reduction shall never result in a reduction in the amount of the Improvement Area #3 Reimbursement Obligation to be less than zero.
12. No Waiver. Nothing in this Reimbursement Agreement is intended to constitute a waiver by the City of any remedy the City may otherwise have outside this Reimbursement Agreement against any person or entity involved in the design, construction, or installation of the Improvement Area #3 Improvements.
13. Governing Law, Venue. This Reimbursement Agreement is being executed and delivered, and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Reimbursement Agreement. In the event of a dispute involving

this Reimbursement Agreement, venue for such dispute shall lie in any court of competent jurisdiction in Travis County, Texas.

- 14. Notice. Any notice required or contemplated by this Reimbursement Agreement shall be deemed given at the addresses shown below: (i) one (1) business day after deposit with a reputable overnight courier service for overnight delivery such as FedEx or UPS; or (ii) one (1) business day after deposit with the United States Postal Service, Certified Mail, Return Receipt Requested. Any Party may change its address by delivering written notice of such change in accordance with this section.

If to City:           City of Manor  
                               Attn: City Manager  
                               105 East Eggleston Street  
                               Manor, Texas 78653

With a copy to:    The Knight Law Firm, LLP  
                               Attn: Paige Saenz/Veronica Rivera  
                               223 West Anderson Lane, Suite A-105  
                               Austin, Texas 78752

If to Owner:        Forestar (USA) Real Estate Group, Inc.  
                               Attn: John Maberry  
                               10700 Pecan Park Blvd. Suite 150  
                               Austin, Texas 78750

With a copy to:    Metcalf Wolff Stuart & Williams, LLP  
                               Attn: Talley J. Williams  
                               221 W. 6th, Suite 1300  
                               Austin, Texas 78701  
                               Facsimile: (512) 404-2234

- 15. Invalid Provisions; Severability. If any provision of this Reimbursement Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions, and the remainder of this Reimbursement Agreement shall remain in full force and effect. If any provision of this Reimbursement Agreement directly conflicts with the terms of the Indenture, then the Indenture shall control.

- 16. Exclusive Rights of Owner. Owner's right, title and interest into the payments of the Improvement Area #3 Reimbursement Obligation (including any accrued and unpaid interest thereon), as described herein, shall be the sole and exclusive property of Owner (or its Transferee (defined herein)) and no other third party shall have any claim or right to such funds unless Owner transfers its rights to its Improvement Area #3 Reimbursement Obligation (including any accrued and unpaid interest thereon) to a Transferee in writing and otherwise in accordance with the requirements set forth herein. Owner has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part, all or any portion of Owner's right, title, or interest under this Reimbursement Agreement including, but not limited to, any right, title or interest

of Owner in and to payment of its Improvement Area #3 Reimbursement Obligation plus any accrued and unpaid interest thereon (a “Transfer,” and the person or entity to whom the transfer is made, a “Transferee”). Provided, however, that no such conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made without the prior written approval of the City Council if such conveyance, transfer, assignment, mortgage, pledge or other encumbrance would result in the payments hereunder being pledged to the payment of debt service on public securities issued by any other state of the United States or political subdivision thereof. Notwithstanding the foregoing, no Transfer shall be effective until written notice of the Transfer, including (A) the name and address of the Transferee and (B) a representation by the Owner that the Transfer does not and will not result in the issuance of municipal securities by any other state of the United States or political subdivision thereof is provided to the City. The Owner agrees that the City may rely conclusively on any written notice of a Transfer provided by Owner without any obligation to investigate or confirm the Transfer.

17. Assignment.

- a. Subject to subparagraph (b) below, Owner may, in its sole and absolute discretion, assign this Reimbursement Agreement with respect to all or part of the District Property from time to time to any party in connection with the sale of the Project or any portion thereof and in connection with a corresponding assignment of the rights and obligations in the PID Financing Agreement, if then existing, to any party, so long as the assignee has demonstrated to the City’s satisfaction that the assignee has the financial, technical, and managerial capacity, the experience, and expertise to perform any duties or obligations so assigned and so long as the assigned rights and obligations are assumed without modifications to this Reimbursement Agreement or the PID Financing Agreement. Owner shall provide the City thirty (30) days prior written notice of any such assignment. Upon such assignment or partial assignment, Owner shall be fully released from any and all obligations under this Reimbursement Agreement and shall have no further liability with respect to this Reimbursement Agreement for the part of the Project so assigned.
- b. Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a sale or assignment to a Designated Successor or Assign unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is to a Designated Successor or Assign.
- c. Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a Transfer unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is deemed to be a Transfer.
- d. Provided, however, that no such conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made without the prior written approval

of the City Council if such conveyance, transfer, assignment, mortgage, pledge or other encumbrance would result in the payments hereunder being pledged to the payment of debt service on public securities issued by any other state of the United States or political subdivision thereof.

- e. Notwithstanding anything to the contrary contained herein, this Section 17 shall not apply to Transfers which shall be governed by Section 16 above.
- f. It is hereby acknowledged that the limitations on the ability to make a Transfer as described in Section 16 above shall also apply to the Designated Successors and Assigns.

18. Failure; Default; Remedies.

- a. If either Party fails to perform an obligation imposed on such Party by this Reimbursement Agreement (a “Failure”) and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a “Default.” Upon the occurrence of a Failure by a non-performing Party, the other Party shall notify the non-performing Party in writing specifying in reasonable detail the nature of the Failure. The non-performing Party to whom notice of a Failure is given shall have at least 30 days from receipt of the notice within which to cure the Failure; however, if the Failure cannot reasonably be cured within 30 days and the non-performing Party has diligently pursued a cure within such 30-day period and has provided written notice to the other Party that additional time is needed, then the cure period shall be extended for an additional period (not to exceed 90 days) so long as the non-performing Party is diligently pursuing a cure.
  - b. If the Owner is in Default, the City’s sole and exclusive remedy shall be to seek specific enforcement of this Reimbursement Agreement. No Default by the Owner, however, shall: (1) affect the obligations of the City to use the Pledged Revenues on deposit in the reimbursement fund as provided in Section 6 of this Reimbursement Agreement; or (2) entitle the City to terminate this Reimbursement Agreement. In addition to specific enforcement, the City shall be entitled to attorney’s fees, court costs, and other costs of the City to obtain specific enforcement.
  - c. If the City is in Default, the Owner’s sole and exclusive remedies shall be to: (1) seek a writ of mandamus to compel performance by the City; or (2) seek specific enforcement of this Reimbursement Agreement.
19. Estoppel Certificate. Within thirty (30) days after the receipt of a written request by Owner or any Transferee, the City will certify in a written instrument duly executed and acknowledged to any person, firm or corporation specified in such request as to (i) the validity and force and effect of this Reimbursement Agreement in accordance with its terms, (ii) modifications or amendments to this Reimbursement Agreement and the substance of such modification or amendments; (iii) the existence of any default to the

best of the City's knowledge; and (iv) such other factual matters that may be reasonably requested.

20. Anti-Boycott Verification, No business with Sanctioned Countries. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Owner understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

The Owner represents that neither it nor any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Owner and any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Owner understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

21. No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Reimbursement Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Reimbursement Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the

extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification and the following definitions:

i. ‘discriminate against a firearm entity or firearm trade association,’ a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association;

ii. ‘firearm entity,’ a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting); and

iii. ‘firearm trade association,’ a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section

501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

22. No Discrimination Against Fossil Fuel Companies. To the extent this Reimbursement Agreement constitutes a contract for goods or services for which a written verification is required under Section 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 Reimbursement Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. The Owner understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Owner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.
23. Form 1295. If required, Owner shall complete Form 1295 in connection with the Owner's participation in the execution of this Reimbursement Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). If required, the City shall confirm receipt of the Form 1295 once received from the Owner, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Owner and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 shall be provided solely by the Owner; and, neither the City nor its consultants shall have verified such information.
24. Miscellaneous.
- a. The City does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow the Owner to enforce its remedies under this Reimbursement Agreement.
  - b. Nothing in this Reimbursement Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Owner any rights, remedies, or claims under or by reason

of this Reimbursement Agreement, and all covenants, conditions, promises, and agreements in this Reimbursement Agreement shall be for the sole and exclusive benefit of the City and the Owner.

- c. This Reimbursement Agreement may be amended only by written agreement of the Parties.
- d. This Reimbursement Agreement may be executed in counterparts, each of which shall be deemed an original.

[Signature pages to follow]



IN WITNESS WHEREOF, the Parties have executed this Reimbursement Agreement to be effective as of the date written on the first page of this Reimbursement Agreement.

CITY OF MANOR, TEXAS

By: [Signature]  
Name: Dr. Christopher Harvey  
Title: Mayor

ATTEST:

By: [Signature]  
Lluvia T. Almaraz, City Secretary



STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

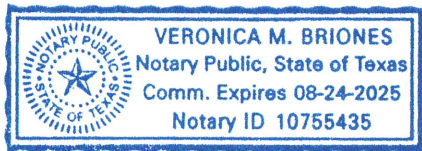
BEFORE ME, a Notary Public, on this day personally appeared, Dr. Christopher Harvey, Mayor of the City of Manor, Texas known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of that municipal corporation.

GIVEN UNDER MY HAND AND SEAL of office this 17<sup>th</sup> day of May, 2023.

(SEAL)

[Signature]

Notary Public, State of Texas



[Signatures Continue on Next Page]

**FORESTAR (USA) REAL ESTATE GROUP, INC.**, a Delaware corporation

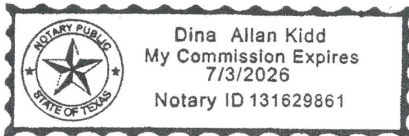
By: JS  
Name: JEFF SCOTT  
Title: VP

STATE OF TEXAS                   §  
  §  
COUNTY OF TRAVIS           §

This instrument was acknowledged before me on the 15<sup>TH</sup> day of MAY, 2023 by JEFF SCOTT, VP, of FORESTAR (USA) REAL ESTATE GROUP, INC., a Delaware corporation, on behalf of said corporation.

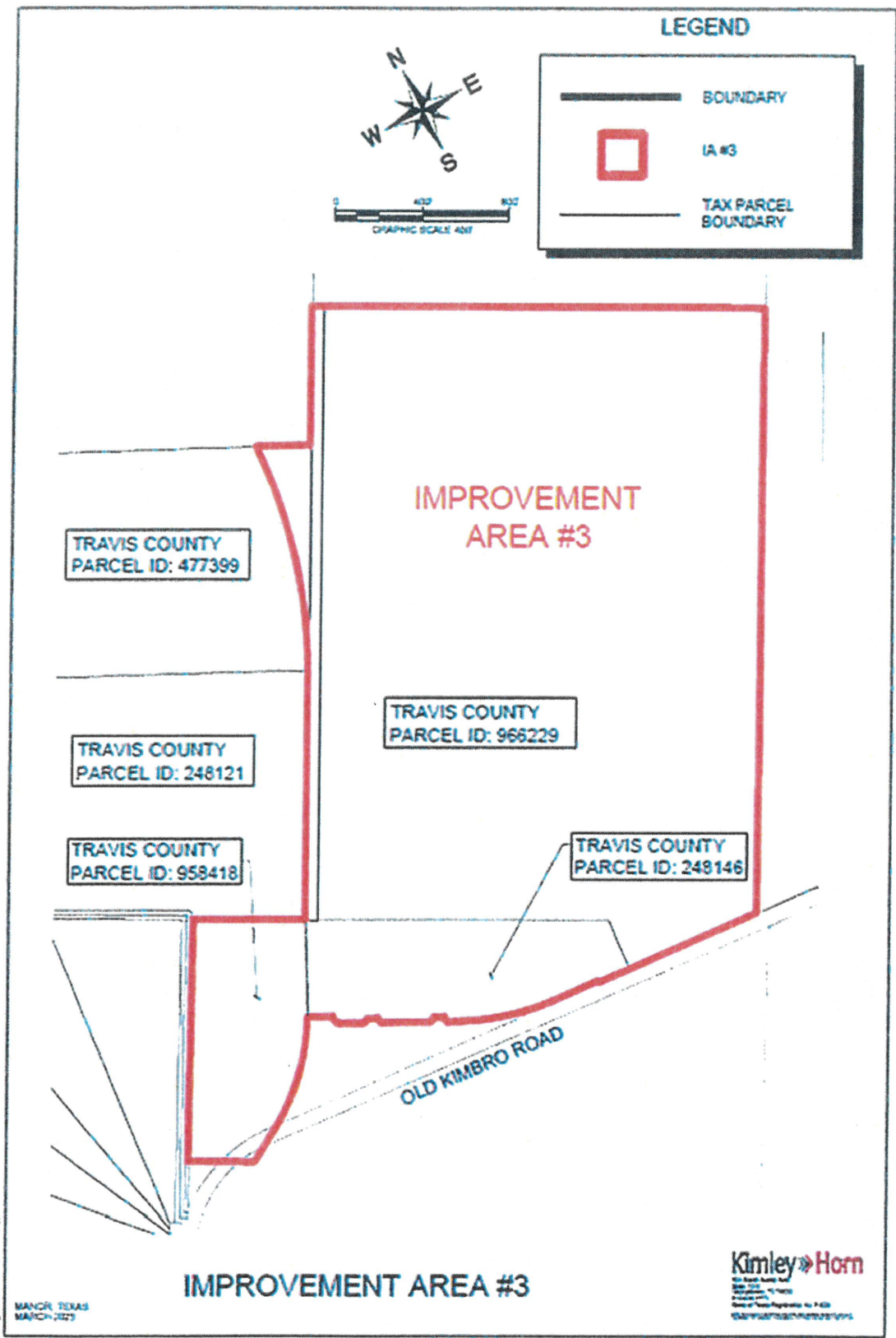
Dina Allan Kidd  
Notary Public, State of Texas

(SEAL)



DIWA ALLAN KIDD  
Name printed or typed  
Commission Expires: 7-3-26

### Exhibit "A" Improvement Area #3



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APPENDIX H  
APPRAISAL

**THE ÆGIS GROUP, INC.**  
**REAL ESTATE APPRAISAL & CONSULTING**

9430 Research Boulevard, Echelon Building II, Suite 150, Austin, Texas 78759  
 (512) 346-9983  
 info@aegisgroupinc.com

Non-Finalized Draft

Mr. Scott Moore  
 City Manager  
 City of Manor  
 105 East Eggleston Street  
 Manor, TX 78653

Mr. R.R. "Tripp" Davenport  
 Director  
 FMSbonds, Inc.  
 100 Crescent Court  
 Dallas, TX 75201

RE: 159.04 acres of land developed with 285 single family residential lots and an 11.845 acre lot for build to rent residents as part of the Manor Heights Master Planned Community (commonly known and marketed as Carillon) located on the north side of Old Kimbro Road, west of FM 1100 in Manor, Travis County, Texas.

Dear Mr. Moore and Mr. Davenport:

At your request, we inspected and appraised the above-referenced property that is currently improved with a 285 lot residential subdivision and 11.845 acre for a build to rent "condo site" development. Our appraisal considers the lots (residential and condo site) sold to one buyer in one transaction. The following summary provides insight to the proposed master planned community and how we appraised the property:

Land Use	No. of Lots	Lot Width	Lot Depth	Lot Area (SF)
Residential	176	50	125	6,250
Residential	49	55	125	6,875
Residential	60	60	125	7,500
Condo Site	1	N/A	N/A	515,968

The purpose of our appraisal is to develop an opinion of market value of the subject (residential and commercial), as if sold in bulk to a single buyer in a single transaction, using the Hypothetical Conditions discussed herein for the definitions of these terms.

The intended use of the appraisal is to assist the clients, City of Manor, a political subdivision of State of Texas and FMSbonds, Inc. in contemplating financing public infrastructure through the issuance of Special Assessment Revenue Bonds for the Manor Heights Public Improvement District (the "PID") created on the proposed residential subdivision in Manor, Travis, Texas. Funds from the bonds will be issued in one phase and will fund portions of the Authorized

Improvements. Funds from a non-reimbursable owner contribution will fund the remainder of the Authorized Improvements. The intended users of our appraisal are the City and FMSbonds, Inc. We acknowledge that this appraisal report will be utilized in a limited offering memorandum for bonds to be issued relating to the PID and we consent to such use.

Refer to the Scope of Work for the steps taken to complete this appraisal assignment.

For the purpose of this appraisal assignment, market value as used herein is defined as:

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and each acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in US dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

(Source: *The Appraisal of Real Estate*, 15<sup>th</sup> Edition, published by the Appraisal Institute, 2020.)

Considering the above definition of market value and based upon the data and analyses contained in our appraisal report, and the stated Hypothetical Conditions, it is our opinion that the market value of the subject's fee simple interest, as of April 10, 2023, is as follows:

Market Value 285 Residential Lots	\$26,200,000
Market Value 11.845 Acre "Condo Site"	\$ 4,000,000
Total Market Value	\$30,200,000

**This appraisal is not for purposes of determining the amount of any assessments to be levied by the PID, or is it the basis upon which a determination of the benefit any constructed or installed public improvements will have on properties within the PID.**

**Our appraisal is subject to the following Hypothetical Conditions as of April 10, 2023:**

**Manor Heights Public Improvement District (PID), Improvement Area #3 has 285 single family residential lots developed by Forestar. Since completing the lots, Forestar sold 97 of the lots to three homebuilders. As such, as of the date of appraisal, Forestar does not own all 285 lots in Improvement Area #3 of the Manor Heights PID.**

Mr. Scott Moore and Mr. Tripp Davenport  
Non-Finalized Draft  
Page 3

**Forestar sold the 11.845 acre lot in March 2022.**

**Our appraisal uses the Hypothetical Condition that as of the date of appraisal, Forestar owns all 285 single family residential lots and the 11.845 acre medium density “condo site” lot in Improvement Area #3.**

**Our appraisal uses the Hypothetical Condition that home construction has not started on any of the 285 single family residential lots in Improvement Area #3.**

**Homebuilders started construction of single family residences on some of the Improvement Area #3 lots.**

**All required PID identification and/or signage currently exists.**

**These Hypothetical Conditions may affect the assignment results.**

The reader's attention is directed to the accompanying appraisal report that includes the data and analysis employed in arriving at our opinion of value.

Should you have any questions regarding the contents of this report, please contact our office.

Respectfully submitted,

**THE ÆGIS GROUP, INC.**

Chad Goddard, MAI  
State Certified General Real Estate Appraiser  
No. TX-1320546-G

Eldon Y. Rude, MAI  
State Certified General Real Estate Appraiser  
No. TX-1320841-G



159.04 ACRES OF LAND DEVELOPED WITH 285 SINGLE FAMILY RESIDENTIAL LOTS AND AN 11.845 ACRE LOT FOR BUILD TO RENT RESIDENTS AS PART OF THE MANOR HEIGHTS MASTER PLANNED COMMUNITY (COMMONLY KNOWN AND MARKETED AS CARILLON) LOCATED ON THE NORTH SIDE OF OLD KIMBRO ROAD, WEST OF FM 1100 IN MANOR, TRAVIS COUNTY, TEXAS.

FOR

MR. SCOTT MOORE  
CITY MANAGER  
CITY OF MANOR  
105 EAST EGGLESTON STREET  
MANOR, TX 78653

MR. R.R. "TRIPP" DAVENPORT  
DIRECTOR  
FMSBONDS, INC.  
100 CRESCENT COURT  
DALLAS, TX 75201

BY

THE AEGIS GROUP, INC.  
9430 RESEARCH BOULEVARD  
ECHELON BUILDING II, SUITE 150  
AUSTIN, TEXAS 78759

AS

OF

APRIL 10, 2023

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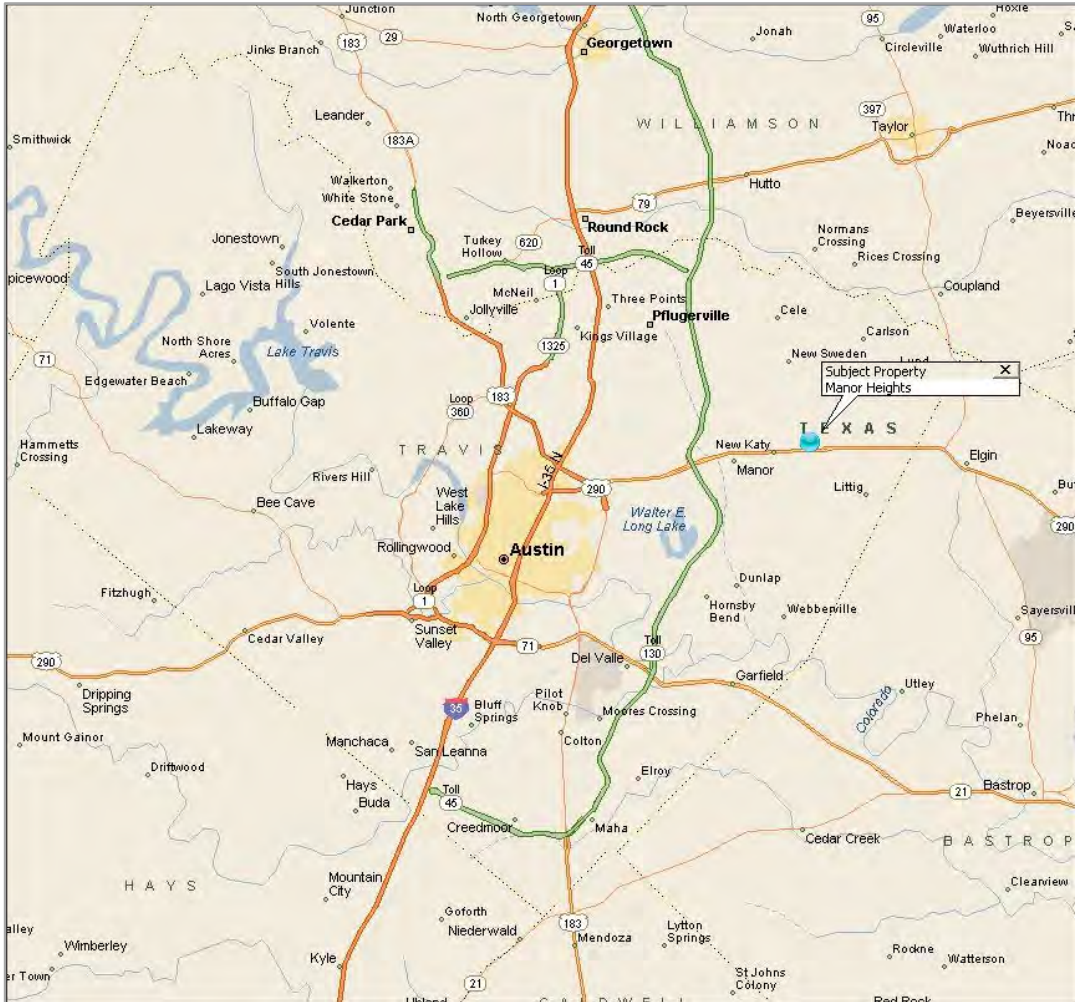
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### ADDENDA

Manor Heights Improvement Area #3 Public Improvement District Preliminary Service and Assessment Plan – March 30, 2023	
Plats – 285 Lots	
Plat – 11.845 Acre Lot	
Cost Estimate	
Comparable Land Sales	

### REGION MAP



**SUBJECT PHOTOGRAPHS**



Entrance to Carillon Community – Old Kimbro Road Looking North



11.845 Acre Medium Density Lot – Private Streets

**SUBJECT PHOTOGRAPHS**



**11.845 Acre Medium Density Lot – Private Streets**



**Lots Near Dismuke Drive and Jordyn Sterling Street**

**SUBJECT PHOTOGRAPHS**



**Moroney Cove Looking South**



**Intersection of Jordyn Sterling Street and Andrew Abernathy Pass**

**SUBJECT PHOTOGRAPHS**



**Community Mailboxes on Andrew Raley Road**



**Intersection of Old Kimbro Road and Thomas Wheeler Way**

**SUBJECT PHOTOGRAPHS**



**Subject From Old Kimbro Road**



**Liberty Bell Boulevard Looking North**



**SUBJECT PHOTOGRAPHS**



**Aerial**

**SUMMARY OF SALIENT FACTS AND CONCLUSIONS**

Property Identification: 159.04 acres of land developed with 285 single family residential lots and an 11.845 acre lot for build to rent residents as part of the Manor Heights Master Planned Community (commonly known and marketed as Carillon) located on the north side of Old Kimbro Road, west of FM 1100 in Manor, Travis County, Texas.

Interest Appraised: Fee simple interest

Date of Appraisal Report: Non-Finalized Draft

Date of Inspection: April 10, 2023

Effective Date of Appraisal: April 10, 2023

Legal Description: Multiple individual lots. Refer to plat in Addenda.

Tax Parcel I.D. Numbers: Multiple Parcel ID numbers retain in our work file.

Ownership: Forestar Real Estate Group, Inc.

Land Size: 159.04 acres (per Survey in SAP)

Zoning: Planned Unit Development - PUD

Utilities: All utilities (water, sewer, and electricity) are connected to the 285 finished residential finished lots and the 11.845 acre "condo site." Bluebonnet Electric Cooperative provides electrical service. City of Manor provides water and wastewater.

Highest and Best Use:  
"As Vacant" Single family residential subdivision with 285 completed finished residential lots and a 11.845 acre medium density lot "condo site."

<b>Opinion of Market Value:</b>	<b>Market Value 285 Residential Lots</b>	<b>\$26,200,000</b>
	<b><u>Market Value 11.845 Acre "Condo Sit"</u></b>	<b><u>\$ 4,000,000</u></b>
	<b>Total Market Value</b>	<b>\$30,200,000</b>

Exposure Time: We estimate that the subject would have sold within six to 12 months.

Marketing Time: We estimate the marketing time to be six to 12 months.

## CONTINGENT AND LIMITING CONDITIONS

This report is subject to the following limiting conditions:

The legal description furnished is assumed to be correct. The Ægis Group, Inc., assumes no responsibility for matters legal in character, nor renders any opinion as to the title, which is assumed to be good. The property is appraised having knowledgeable ownership and competent management.

The Ægis Group, Inc., has made no survey and assumes no responsibility in connection with such matters. The information identified in this report as being furnished by others is believed to be reliable, but no responsibility for its accuracy is assumed. The construction and condition of any improvements mentioned in the body of this report are based on observation and no engineering study has been made which would discover any latent defects. No certification as to any of the physical aspects could be given unless a proper engineering study was made.

The distribution of the total evaluation between land and improvements in this report, where applicable, applies only under the existing program of utilization. The separate estimates for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.

We are not required to give testimony or attendance in court by reason of the appraisal with reference to the property in question unless arrangements have been made previously thereof. Possession of this report or a copy thereof does not carry with it the right of publication. It may not be used for any purpose by anyone other than the addressee without the previous written consent of the appraisers.

Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media without the written approval and consent of the author, particularly as to valuation conclusions, the identity of the appraisers or firm with which they are connected or any reference to the Appraisal Institute, MAI, or AI-GRS designation.

To the best of the appraisers' knowledge, the subject property does not contain any toxic substances such as hazardous waste, asbestos or radon gas which would adversely impact the market value of the subject. Additionally, to the best of the appraisers' knowledge, there are no properties within the immediate area which contain these substances. This is not a guarantee that these substances do not occur in the subject property or within the immediate area.

The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirements of ADA in estimating the value of the property.

**This appraisal is not for purposes of determining the amount of any assessments to be levied by the PID, or is it the basis upon which a determination of the benefit any constructed or installed public improvements will have on properties within the PID.**

**HYPOTHETICAL CONDITIONS**

Hypothetical conditions deal with factors that are known to be false but are presumed to be true for the purposes of the appraisal.

**Our appraisal is subject to the following Hypothetical Conditions as of April 10, 2023:**

**Manor Heights Public Improvement District (PID), Improvement Area #3 has 285 single family residential lots developed by Forestar. Since completing the lots, Forestar sold 97 of the lots to three homebuilders. As such, as of the date of appraisal, Forestar does not own all 285 lots in Improvement Area #3 of the Manor Heights PID.**

**Forestar sold the 11.845 acre lot in March 2022.**

**Our appraisal uses the Hypothetical Condition that as of the date of appraisal, Forestar owns all 285 single family residential lots and the 11.845 acre medium density “condo site” lot in Improvement Area #3.**

**Our appraisal uses the Hypothetical Condition that home construction has not started on any of the 285 single family residential lots in Improvement Area #3.**

**Homebuilders started construction of single family residences on some of the Improvement Area #3 lots.**

**All required PID identification and/or signage currently exists.**

**These Hypothetical Conditions may affect the assignment results.**

## **INTRODUCTION**

**IDENTIFICATION OF SUBJECT**

159.04 acres of land developed with 285 single family residential lots and an 11.845 acre lot for build to rent residents as part of the Manor Heights Master Planned Community (commonly known and marketed as Carillon) located on the north side of Old Kimbro Road, west of FM 1100 in Manor, Travis County, Texas.

**LEGAL DESCRIPTION**

Multiple individual lots. Refer to plat in Addenda.

**PROPERTY USE AS OF EFFECTIVE DATE OF APPRAISAL**

As of the effective date of appraisal, the subject consists of 285 single family residential lots and an 11.845 acre lot for a build to rent development “condo site.”

**SALES HISTORY**

The subject’s current owner of most of the lots is Forestar Real Estate Group, Inc. Since September 2022, Forestar sold 97 lots in Manor Heights, Phase 3 to Continental Homes of Texas, L.P. (DR Horton), Chesmar Homes, LLC, and Gehan Homes, Ltd. (and/or Brightland Homes, Ltd.). Including the sold lots, 208 of the subject lots are under contract.

DR Horton contracted 52 lots (48 50’, 2 55’, and 2 60’) in November 2021 for a purchase price per lot of \$87,500 (\$1,750 per front foot for 50’ lots; all lots priced as 50’).

DR Horton entered into a second contract with Forestar on March 31, 2022 for 45 lots. The lot price per front foot for these lots is \$1,750 (\$87,500 for 50’ lots and \$96,250 for 55’ lots).

Both DR Horton contracts have a takedown structure of 15 initial lots and 15 lots per quarter after that. Both contracts have a price escalator of 7.0%.

Gehan (and/or Brightland) closed on 49 lots in Manor Heights, Phase 3. Gehan initial takedown in September 2022 was 20 lots, with 15 lots in December 2022 and another 15 lots in March 2023. Lot prices per front foot for Gehan lots were \$1,850 (\$92,500 for 50’; \$101,750 for 55’; and \$111,000 for 60’). Price escalator is 7.0%.

In December 2022, Chesmar contracted for 44 60’ lots; priced at \$108,000 (\$1,800 FF). The initial takedown was 20 lots (one of which is in Phase 2; effectively 19 lots in Phase 3). The remaining takedown structure is 12 lots per quarter.

These lot prices appear to be reasonable. The following tables show the mix of sold lots and remaining lots.

Sold Lots				
Land Use	No. of Lots	Lot Width	Lot Depth	Lot Area (SF)
Residential	39	50	125	6,250
Residential	36	55	125	6,875
Residential	22	60	125	7,500

Remaining Lots				
Land Use	No. of Lots	Lot Width	Lot Depth	Lot Area (SF)
Residential	137	50	125	6,250
Residential	13	55	125	6,875
Residential	38	60	125	7,500

Forestar sold the 11.845 acre lot for build to rent development to GG B2R Pecan Carillon LP in March 2022. The sale price was \$3,600,000 (\$6.98/SF). Forestar funded the construction of the horizontal infrastructure (i.e., utilities, streets, etc.) that is in place now. However, we understand that they did not do the work. In our opinion, the price paid for this lot is reasonable.

Prior to these transactions, Forestar owned the subject for more than three years.

### **REAL PROPERTY INTEREST APPRAISED**

Fee simple interest.

### **PURPOSE OF APPRAISAL**

The purpose of this appraisal is to develop an opinion of market value as if sold in bulk to one buyer in one transaction of the subject's fee simple interest considering the Hypothetical Conditions discussed herein.

### **EFFECTIVE DATE OF APPRAISAL**

The effective date of this appraisal is April 10, 2023.

### **DATE OF APPRAISAL REPORT**

The date of our appraisal report is Non-Finalized Draft.

### **TYPE OF APPRAISAL REPORT**

This appraisal is being reported in an appraisal report format. This report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the most recent *Uniform Standards of Professional Appraisal Practice*.

### **IDENTITY OF CLIENT**

The client is the City of Manor and FMSbond, Inc.

**INTENDED USERS OF APPRAISAL**

The intended users of the appraisal are City of Manor and FMSbonds, Inc.

**INTENDED USE OF APPRAISAL**

The intended use of our appraisal is to assist the City in financing public infrastructure through the issuance of Special Assessment Revenue Bonds for the PID. The bonds will be issued in one or more series and will fund portions of the Authorized Improvements. Funds from owners of the property within the PID will fund the remainder of the Authorized Improvements.

**FEE SIMPLE ESTATE DEFINITION**

According to *The Dictionary of Real Estate Appraisal*, 7<sup>th</sup> Edition, published by the Appraisal Institute, the fee simple estate is "absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

**MARKET VALUE DEFINITION**

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and each acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in US dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

(Source: *The Appraisal of Real Estate*, 15<sup>th</sup> Edition, published by the Appraisal Institute, 2020.)

**HYPOTHETICAL CONDITION DEFINITION**

According to the 7<sup>th</sup> Edition of *The Dictionary of Real Estate Appraisal*, a hypothetical condition is "A condition that is presumed to be true when it is known to be false. A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis."



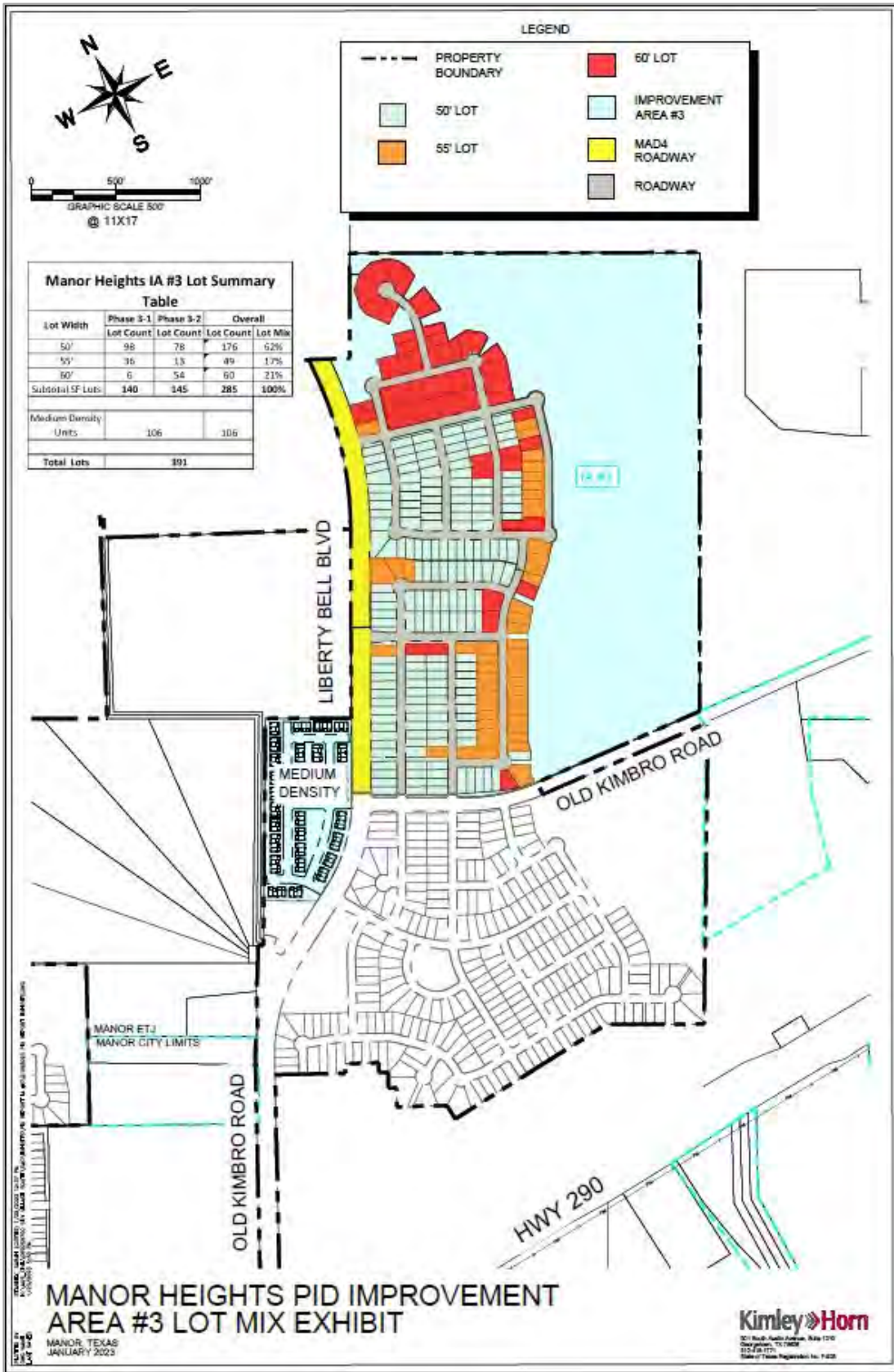
**SCOPE OF WORK**

Description and Analyses Sections describing and relating data concerning the area/city, the neighborhood, and the site is undertaken to develop the pertinent market characteristics and factual data for further processing in the valuation process. The analysis of all these characteristics is developed to establish the highest and best use of the site “as vacant.”

The subject is part of a master planned community. The following table summarizes the land use, number of lots, and lot sizes.

<b>Land Use</b>	<b>No. of Lots</b>	<b>Lot Width</b>	<b>Lot Depth</b>	<b>Lot Area (SF)</b>
Residential	176	50	125	6,250
Residential	49	55	125	6,875
Residential	60	60	125	7,500
Condo Site	1	N/A	N/A	515,968

The next exhibit provides a visual representation of the proposed land uses of the subject.



We appraised 285 residential lots using a DCF model that accounts for discounting and holding costs to reach a value of the lots as sold in bulk to a single buyer in a single transaction.

For the build to rent site (11.845 acres), we employed the Sales Comparison Approach to develop an opinion of market value.

### **EXPOSURE TIME**

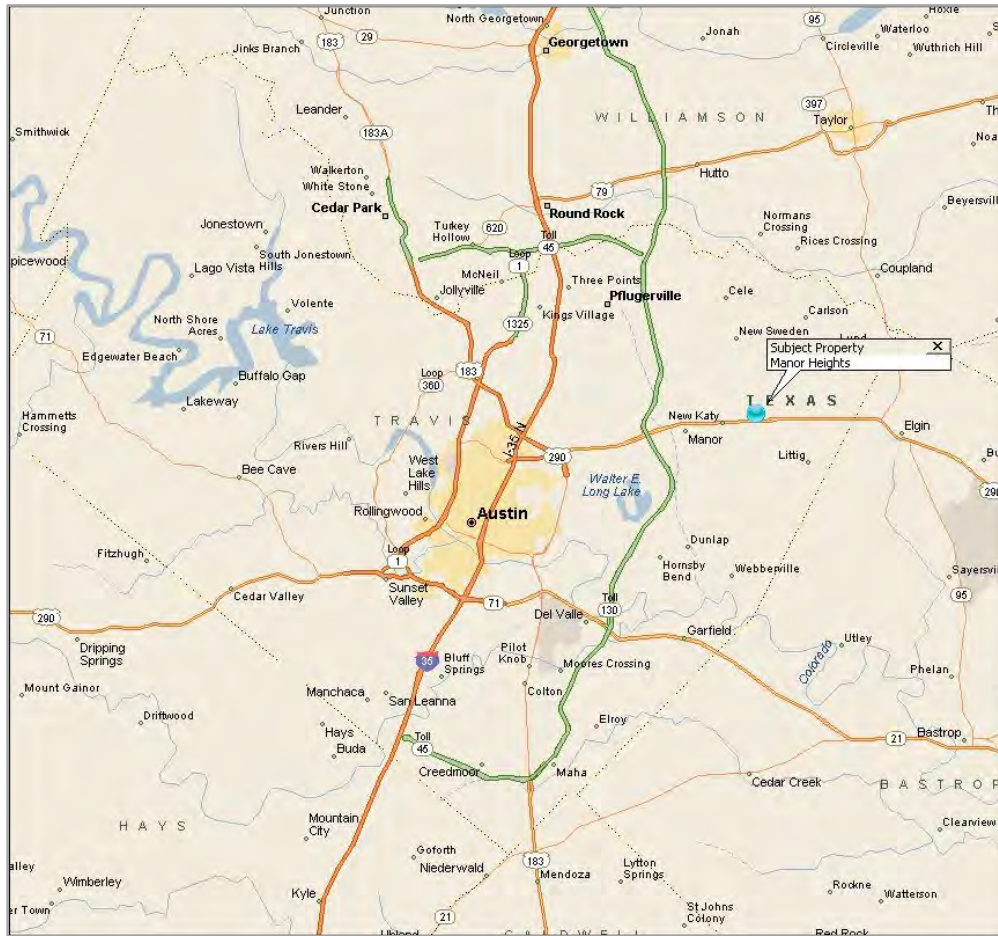
Exposure time represents the amount of time the subject property would have been anticipated to be on the market prior to the effective date of the appraisal at the appraised value. It is our opinion, given the data collected for this report, the exposure time would have been approximately six to 12 months.

### **MARKETING TIME**

Per *The Dictionary of Real Estate Appraisal*, 7<sup>th</sup> Edition, marketing time is “An opinion of the amount of time to sell a property interest at the concluded market value or at a benchmark price during the period immediately after the effective date of an appraisal.”

**DESCRIPTION**

**AUSTIN AREA ANALYSIS**

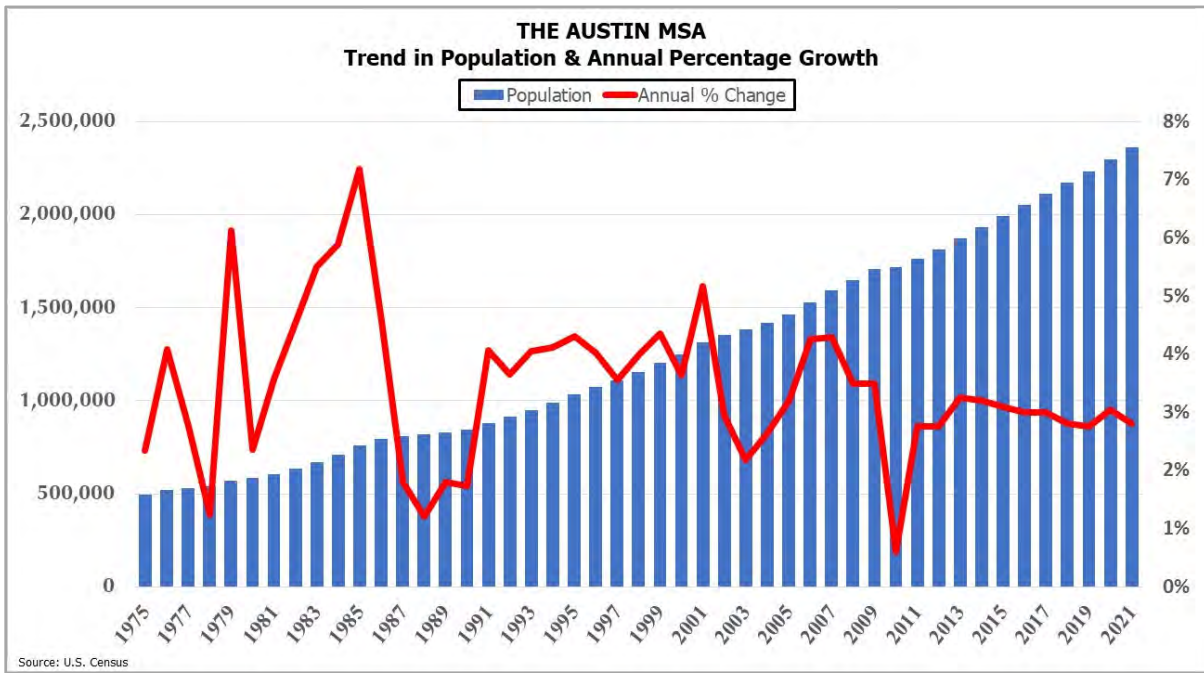


Located in the south-central part of Texas, within the Interstate-35 Growth Corridor, the Austin-San Marcos MSA is approximately 200 miles south of Dallas-Fort Worth, 80 miles north of San Antonio, and 160 miles west of Houston. Austin is the capital of Texas and is the county seat of Travis County. The Metropolitan Statistical Area (MSA) includes Travis, Williamson, Bastrop, Hays, and Caldwell counties. On the following pages we will present an overview of the factors that influence property values in the greater Austin area.

**Austin MSA Population**

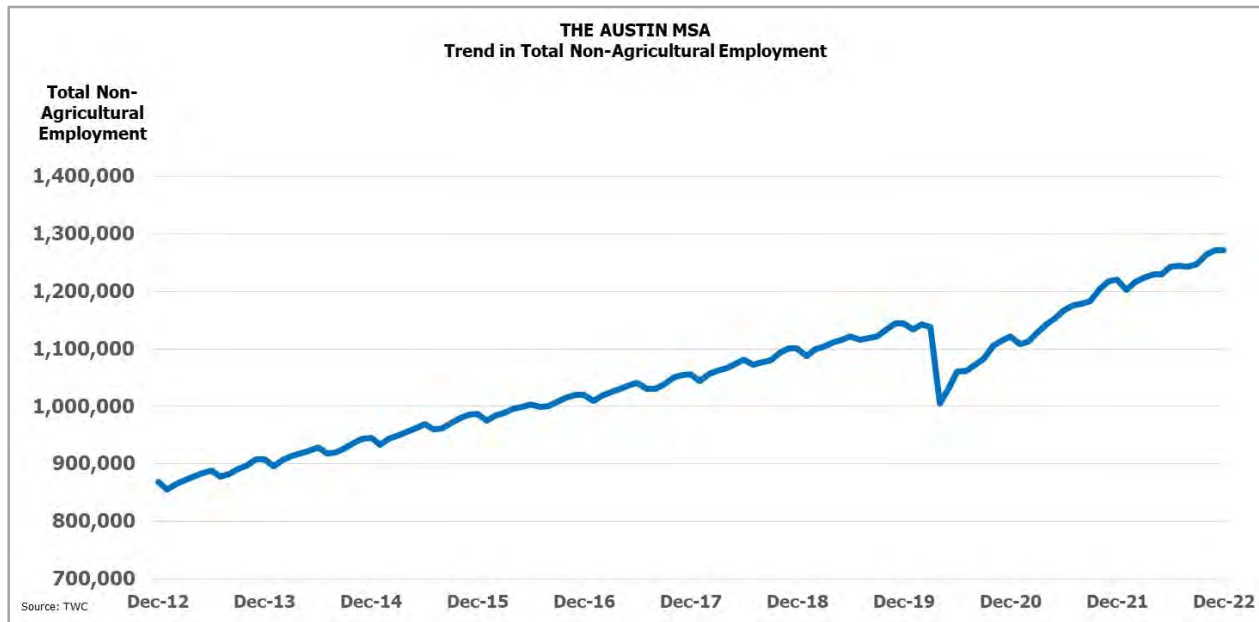
The Austin MSA has been one of the fastest growing in the U.S. over the last several decades, exhibiting on average 3% annual population growth over the last 20 years. Like other sun-belt regions, since the beginning of the pandemic the Austin MSA has experienced strong immigration from other parts of the U.S. From July 2020 to July 2021, the Census Bureau estimated the MSA population grew by 2.6%, with the suburban counties of Williamson and Hays both seeing in excess of 4.5% population growth during this one-year period.

Between 2022 and 2030, the MSA population is forecast to increase 21% which translates into an annual population growth during this eight-year period of 2.6%.



**The Austin Economy**

Prior to the pandemic, the Austin MSA had one of the strongest economies in the U.S. Over 376,000 new jobs were created in the region from 2010 through 2019 (reflecting an average of 37,600 per year), increasing non-agricultural employment from 765,800 to over 1.1 million jobs. With the onset of the pandemic, the Austin MSA lost over 136,000 jobs between February 2020 and April 2020. Like most major metropolitan areas in the U.S., the greatest percentage of jobs lost during the early months of the pandemic were in the Leisure & Hospitality and Education & Health Services categories.



Since April 2020, several key sectors of Austin’s economy have regained much or all of the momentum they had prior to the onset of the pandemic. The previous exhibit reflects the change in non-agricultural employment in the Austin MSA from December 2012 to December 2022. As the exhibit shows, total non-agricultural employment in Austin now exceeds pre-pandemic levels, with the region adding over 265,000 jobs since April 2020. The Austin MSA had a net increase of 50,900 jobs in the 12 months ending in December 2022, reflecting an increase of 4.2% in the last year. After reaching 11.8% in April 2020, the region’s unemployment rate dropped to 2.7% in December 2022.

The primary catalyst for the strong employment growth in the region over the last two decades has been the technology sector, with companies such as Dell, Apple, Google, Facebook, Amazon, Oracle, Intel and Samsung growing their workforces in Austin. In turn, many of the high-paying technology jobs resulted in job gains in other service-oriented sectors. The fact that Austin is the seat of State government, and home to the University of Texas at Austin, provides additional stability to the area economy.

TOP PRIVATE EMPLOYERS-THE AUSTIN REGION			
Rank	Company	2021 Employees	Business Type
1	HEB	20,749	Retail
2	Dell	13,000	Information Technology
3	Ascension Seton	12,086	Healthcare
4	Amazon	11,000	Retail/Distribution
5	St. David's	10,854	Healthcare
6	Walmart	7,800	Retail
7	Apple	7,000	Information Technology
8	Home Depot	6,475	Retail
9	IBM	6,000	Information Technology
10	Accenture PCC	5,376	Healthcare
11	Tesla	5,000	Manufacturing

Source: Austin Area Chamber of Commerce

Even in the midst of a pandemic, the region continued to attract new technology and manufacturing companies, as well as companies expanding their economic footprints in the Area. In July 2020, Tesla announced their plans to build a Gigafactory on approximately 2,100 acres the company purchased on SH 130 in southeast Austin. The approximately 4.2 million square foot facility reportedly cost over \$1.1 billion to construct, and is now in operation with over 12,200 employees as of April 2023. In November 2021, Samsung announced their plans to construct a \$17 billion chip manufacturing facility on approximately 1,000 acres they purchased in Taylor, Texas which is located east of Round Rock. Samsung’s facility will reportedly contain over six million square feet, and site preparation work for the facility commenced early in 2022.

Although the most recent employment statistics for the Austin MSA show the region continues to create jobs at levels well above historical norms, there is growing uncertainty regarding the jobs picture moving forward. With a number of the major technology companies announcing hiring freezes in recent months, and several announcing layoffs, it’s likely the job numbers for the region will begin to slow in the coming months.

Like most sun-belt cities, Austin's major employment centers are concentrated in the downtown area as well as key suburban centers. The fact that Austin serves as the Capital of Texas and is the location of the flagship campus for the University of Texas at Austin, results in dense employment concentrations located just north of the central business district. Austin's suburban employment nodes are primarily located north, northwest, northeast and southwest of the downtown area. The primary arterials supporting major employers and large concentrations of office and industrial space include IH 35, U.S. Highway 183, SH 130 Toll Road, U.S. 290 Tollway, Ben White Boulevard, MoPac Expressway (Loop 1), and Loop 360.

Based on historic growth patterns in the region, as well as the overall pro-growth mentality of Williamson County (located immediately north of Travis County), we expect employers and office development interests will continue to focus on this area for expansion in the coming decade. Although Hays County has not traditionally been looked to by major employers and developers to site large facilities, it will become more appealing as the drive times increase in north and northwest Austin. Now that SH 45 Southeast and SH 130 are complete, the transportation infrastructure in Hays County has been improved.

### **Transportation Infrastructure**

Although a number of new roadway projects have been built in the Austin region in the last decade, with the explosive population growth the area has experienced in recent years traffic congestion has only worsened. With limited local and state funds available to build new roads, most of the major roadway projects planned and built in recent years have been toll roads.

The six major roadway projects that have been built in the Austin region over the last decade (all of which are toll roads) include SH 130 which is located on the eastern edge of Austin and extends from Georgetown to Seguin, the 290 Toll Road that extends 6.2 miles from U.S. 183 to East Parmer Lane (immediately west of Manor), SH 45 North that extends from U.S. 183 to SH 130 in Pflugerville, SH 45 Southeast that extends from IH 35 in far south Austin to SH 130 south of Austin-Bergstrom International Airport, 45SW Toll which connects Loop 1 (Mopac Expressway) to FM 1626 in Hays County, and the 183A toll road extending from RM 620 to just south of SH 29 in Liberty Hill.



### Austin Region Toll Roads Map

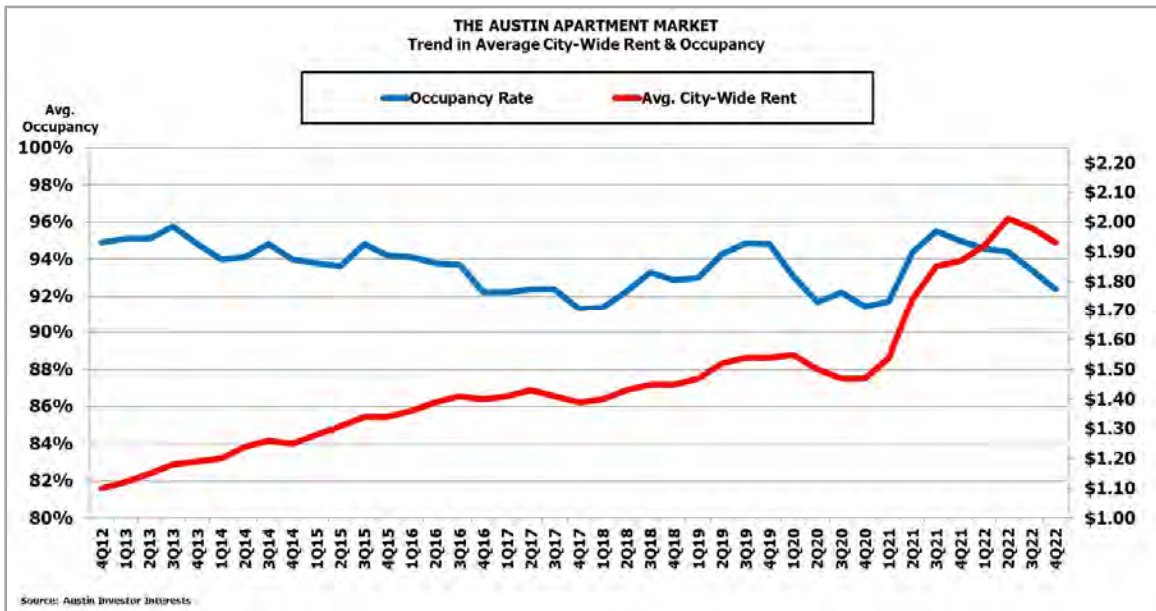


**THE AUSTIN METROPOLITAN STATISTICAL AREA-HOUSING**

**The Apartment Market**

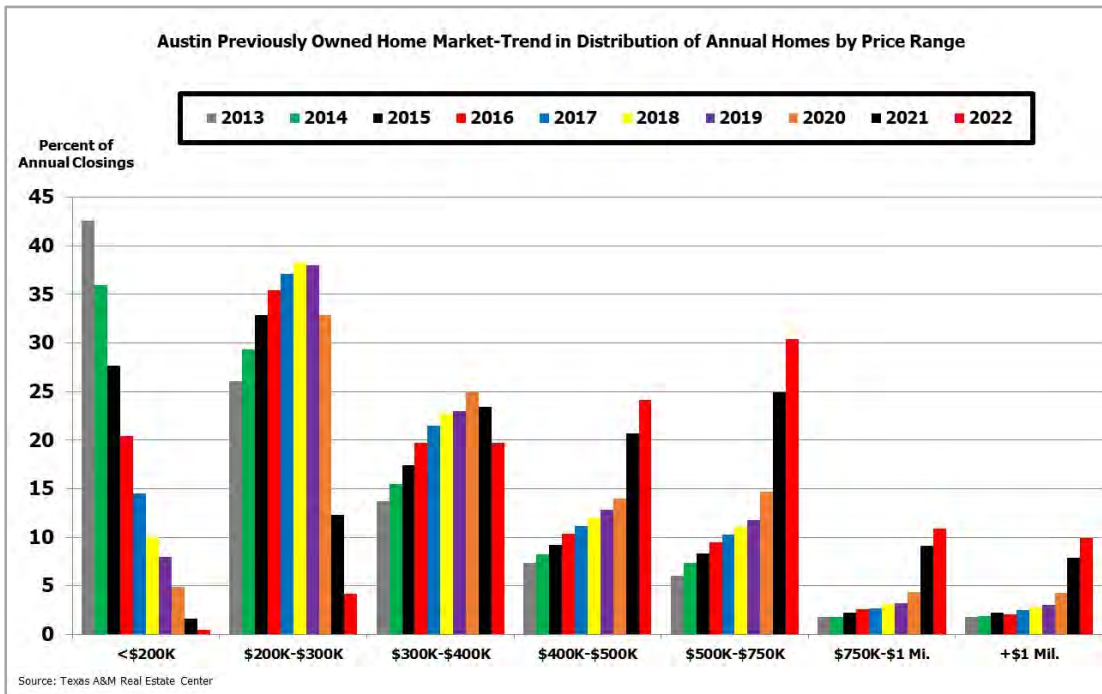
Like most sun-belt cities, Austin’s surge of in-migration during 2020 and 2021 resulted in strong absorption and sharply higher rents in the apartment market. In 2021, over 18,500 apartments were absorbed in the region, while only 11,221 new units were delivered. As a result of this imbalance in supply and demand, average rents increased over 25% from 3Q20 to 3Q21, with market-wide average occupancy eclipsing 95%.

With the technology sector contracting, and the level of in-migration into the region tapering in recent quarters, the apartment market is beginning to soften. Average city-wide rents dropped 4% between 2Q22 and 4Q22, with the overall occupancy rate decreasing from 94.4% in 2Q22 to 92.4% in 4Q22. Most significantly, with a record 52,000 units under construction in the region, absorption slowed to only 1,949 units during the final two quarters of 2022 (compared to 4,808 units absorbed during the first two quarters of the year). A short-term positive for the apartment market is the fact that some renters are staying in their apartments because they have either been priced out of the for-sale market (through some combination of higher home prices and increasing interest rates), or they decided to pause their buying decision.

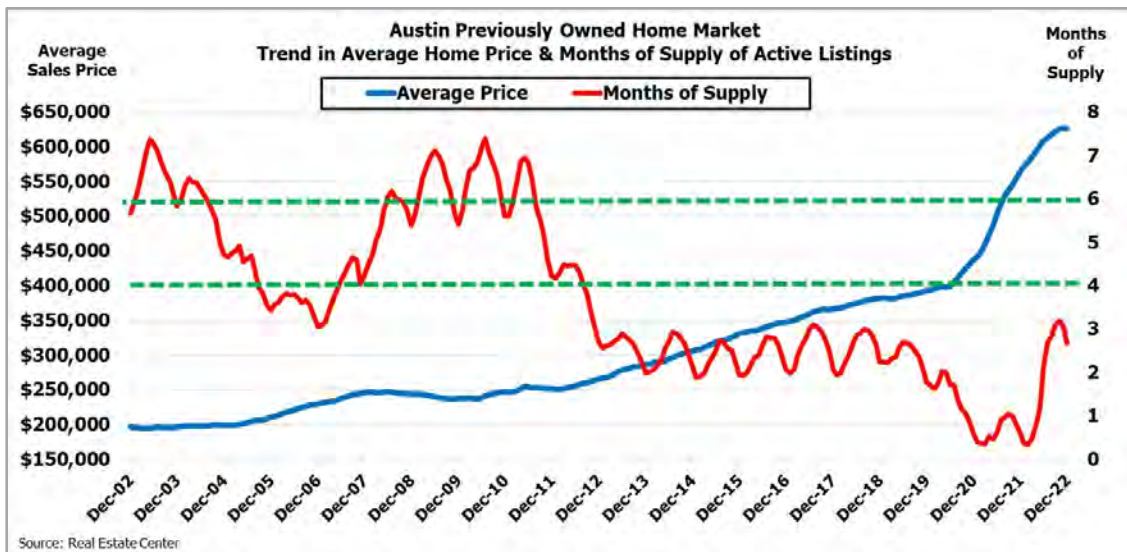


**The Previously Owned Home Market**

The market for previously owned homes in the Austin region was strong for a number of years, and while sales slowed during the first few months of the pandemic, like many other markets across the U.S. the demand for homes surged in May of 2020 resulting in historically low inventory levels and record levels of price appreciation. The sharp increase in home sales (both resale and new homes) was the result of several factors, the most significant of which were strong in-migration from other parts of the U.S., the desire for more space (both indoor and outdoor), and historically low mortgage interest rates.



The exhibit reflects the surge in home prices over the last few years. While as recently as 2020 over 40% of homes were priced under \$300,000, in 2022 less than 5% of closings were priced below \$300,000. The largest increase in sales volume between 2020 and 2022 was for homes priced above \$400,000 which accounted for over 75% of sales, compared to 37% of sales in 2020. Between May 2020 and May 2022 the average home price in the Austin region increased 51%, with the median increasing 68% during the same time period.

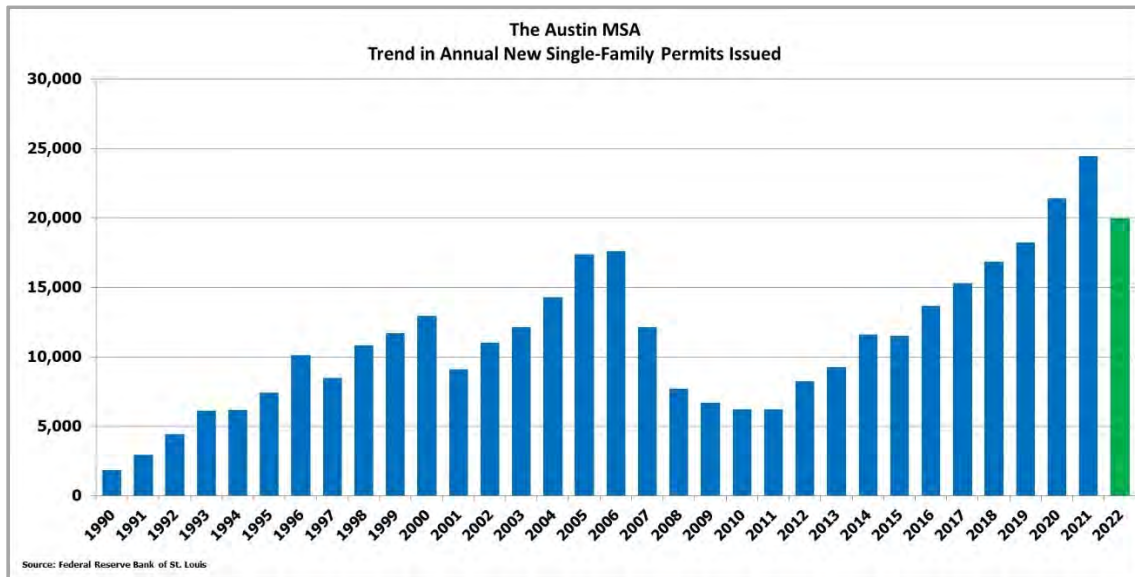


Statistics from the Austin Board of Realtors indicate the resale market began to slow in May 2022. The reasons for the slowdown are similar to those for other markets across the U.S., and include sharply higher mortgage interest rates, a drop in consumer confidence tied to growing uncertainty over the economy, as well as a growing hesitancy to purchase among would-be buyers reluctant to purchase a home at the top of the market.

The months of supply of resale inventory fell below 0.5 MOS in both 2021 and early 2022, which was a key reason for the huge increase in home prices during this period. The recent slowdown in the market has resulted in the MOS of active listings increasing in recent months, which has slowed the pace home price increases. From December 2021 to December 2022, the average home price in the area increased only 9%, while the median home price actually declined 2.8%. Active listings remained below historic levels for the region as many would-be sellers decided not to list their homes due to the uncertainty in the market, as well as the fact that so many home owners have mortgages with sub-5% interest rates and are not interested in trading up to a higher interest rate. With so much of the listing and sales activity taking place during the spring and summer, we will know much more about the direction of the market over the next 90-120 days.

**The New Home Market**

Like the market for previously owned homes, new home sales slowed in March and April of 2020 with the onset of the pandemic, with the pace of sales beginning to surge in early May. Similar to the resale market, the sharp increase in the demand for new homes was driven by strong job growth, unprecedented levels of in-migration from other parts of the U.S., the desire for more space, renters fleeing apartments, and record low interest rates.



Although there continues to be pockets of new home construction within the City of Austin, new home activity is strongest in sub-markets outside the City. Sub-markets experiencing the most new home construction in recent years include Cedar Park/Leander, Kyle/Buda, Pflugerville, Liberty Hill, Del Valle, Manor and Hutto.

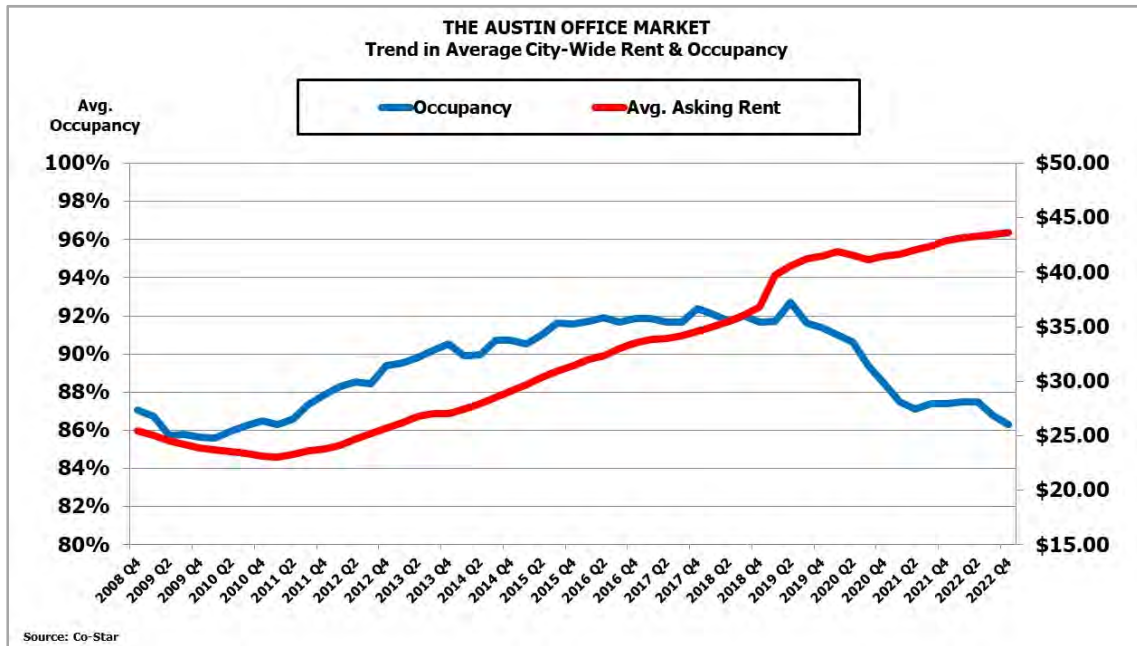
New home prices rose sharply over the 20 months following the beginning of the Pandemic driven by an extreme imbalance in demand over supply, as well as higher material and labor prices, and higher land and lot prices. Like builders across the U.S. over the last few years, builders in Austin dealt with materials shortages as well as severe delays in the delivery of building components. The result has been a significant increase in build times, as well as additional risks associated with costs.

Similar to the resale market, new home sales began to slow in early May, and continued to slow through the end of the year. The reasons for the slowdown in new home sales are the same as for the resale market, including higher interest rates, two years of significant home price increases, as well as a drop in consumer confidence tied to historically high inflation and growing uncertainty over the economy. With new home inventory at historically high levels, builders are focusing on completing and closing homes that are under contract, as well as selling inventory that is not currently under contract. With many would-be home buyers now pausing their buying decisions (either because of higher mortgage interest rates or uncertainty over the economy), builders are having to drop prices on existing unsold inventory to sell homes. A related challenge for most builders in the current market is having to renegotiate contracts with buyers who have homes under contract in order to stay competitive with inventory homes that are being marketed at lower prices. New home starts in the region dropped sharply during the final months of 2022 as builders reacted to the sudden drop in sales, and we expect starts to remain depressed in the first quarter of 2023 as builders assess new home demand levels.

**AUSTIN’S COMMERCIAL REAL ESTATE SECTORS**

The statistics referenced below for the Austin office, industrial and retail markets was provided by Co-Star which is an international real estate information company that conducts quarterly surveys of the commercial sectors in the Austin market.

**The Office Market**

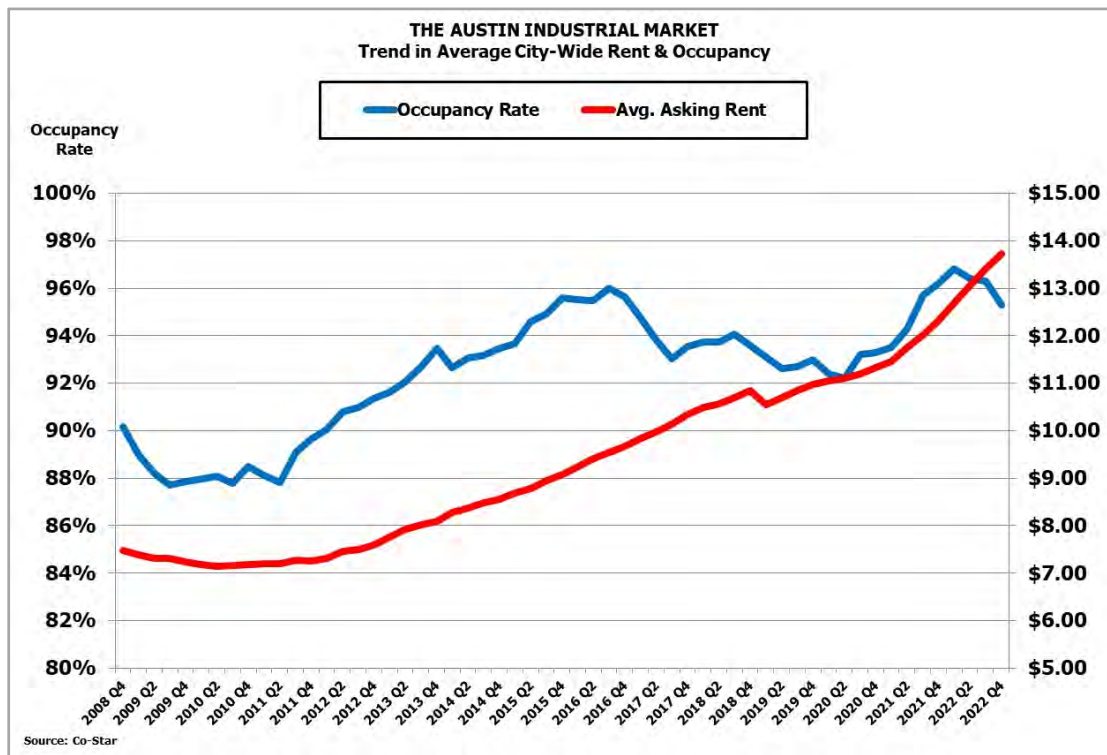


As the exhibit suggests, the dynamics in the Austin office market remained strong from the beginning of the most recent cycle until the onset of the pandemic, with stable occupancy rates and continued increases in overall rental rates resulting from more demand for office space than available supply. During the initial months of the pandemic, leasing velocity dropped significantly as companies delayed most decisions having to do with taking on more office space. Additionally, in the first few quarters of the pandemic a number of companies offered up

sub-lease space, which increased total sub-lease space in the market to over 2.5 million square feet by the end of 2020 (available sub-lease space now approximates 3.8 million square feet).

While the decrease in the occupancy rate over the last three years was tied to a combination of new product being delivered to the market, as well as the continued struggle companies have encountered with respect to back to the office policies, we expect the slowing economy, coupled with even more space being delivered in the coming quarters, will further erode occupancy rates and begin to put downward pressure on rents. As of 4Q22, there was over 4.9 million square feet of space under construction in the region, with much of it concentrated in the CBD and the Domain area. The recent announcement by Meta of their plans to sub-lease all of the nearly 600,000 square feet they leased in the yet to be completed Sixth and Guadalupe project is one example of large tech users being more conservative in their office leasing plans.

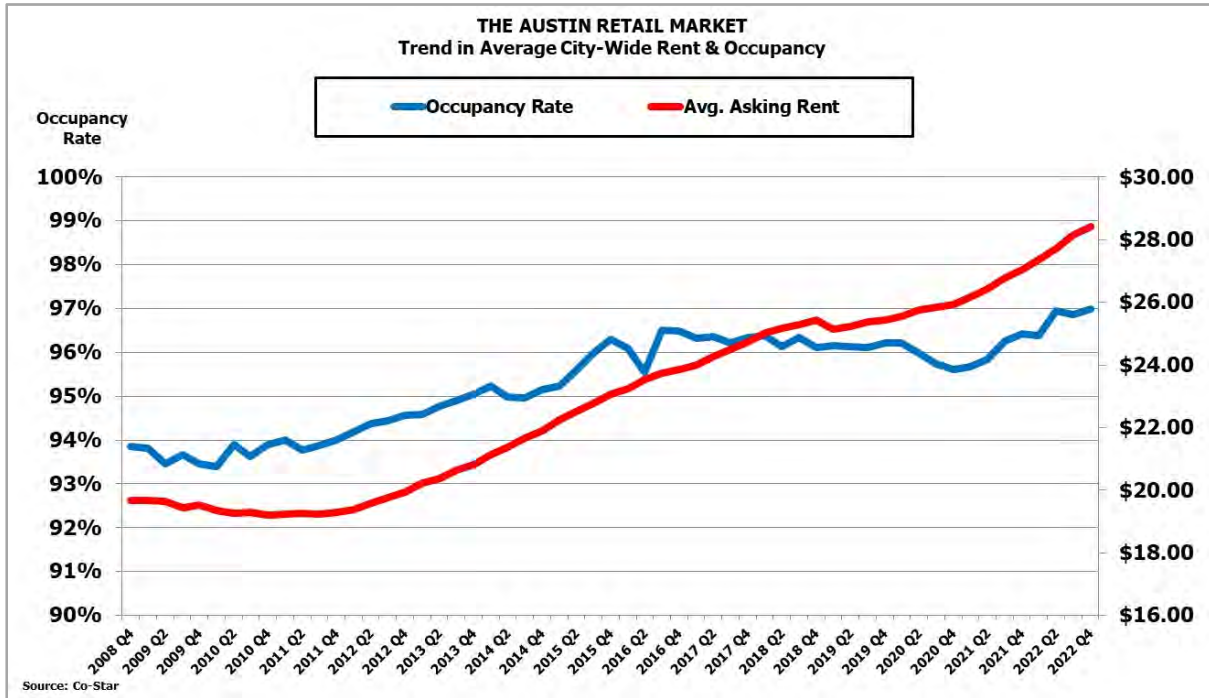
**The Industrial Market**



Like pretty much every growing metropolitan area in the U.S., the industrial market has been extremely strong since the beginning of the pandemic due to the surge in the need for more just-in-time inventory, as well as the growing need for space from both the commercial and residential construction sector. The overall occupancy rate for industrial space was 92% in 4Q20, and has increased to 95.3% as of 4Q22. Overall average rents for industrial space were \$11.27 per square foot in 4Q20, and have increased to \$13.72 per square foot in 4Q22. Approximately 2.6 million square feet of industrial space was absorbed during the four quarters ending in 4Q22, capping a three year period where annual absorption exceeded 2.0 million square feet in the Austin market. As of 4Q22, there was approximately 9.8 million square feet of industrial space under construction in the Austin market, a total that is also above what is typical in the local market.

As of 4Q22 there were no signs of softening in the local industrial market. That said, with the residential construction sector slowing, and the local economy likely to soften in the months to come, it’s reasonable to assume the demand for industrial space will moderate some over the next 6 to 12 months.

**The Retail Market**



While in recent years the retail sector has slowed in many metropolitan areas across the U.S., in Austin the strong job and population growth during the economic expansion helped keep the retail market strong in the region. Co-Star reports that overall market occupancy rates for retail space in the Austin market have remained above 95% for the last nine years, with average asking rents increasing during most of this period as well. What also sets Austin apart from many cities in the U.S. is the fact the region is still seeing new construction of retail space catering to its increasing population.

While the impacts of the pandemic were severe with respect to the retail market, with many retailers either closed for multiple months or forced to close their operations, the surge in population growth in the region in recent years, and especially during the pandemic, have ultimately resulted in the market dynamics in the retail sector remaining strong.

**Summary**

For decades the State of Texas and the University of Texas were primary drivers for the Austin economy. Over the last approximately 25 years the region’s economy transformed into one of the leading technology centers in the nation. What started as major chip manufactures (IBM, Motorola, 3M, TI, Applied Materials, Samsung and others) beginning to locate facilities in Austin, followed by the growth of Dell Computer in the late 1990s, morphed into significant

growth in recent years by companies such as Apple, Facebook, Google, Amazon, Tesla, Oracle, and more. The result of this corporate expansion into the Austin region has been explosive job and population growth since the beginning of the most recent cycle, which led to strong market conditions for all commercial property types, as well as the residential sectors.

Although the shutdowns resulting from the pandemic had a sudden and negative impact on the local economy, especially in the Leisure & Hospitality and Retail Trade sectors, the region's economy rebounded sharply with significant job gains recorded since the summer of 2020. From a real estate perspective, the area's housing markets (both rental and for sale) benefitted from strong in-migration from other regions, historically low mortgage interest rates, as well as the movement to increased work from home policies for many employers.

As noted earlier, while the most recent employment statistics indicate job growth in the Austin region remains robust, the recent announcements by a number of major tech companies of layoffs and hiring freezes suggests the area's job numbers will likely begin to slow in the coming months. With inflation at 40-year highs, and mortgage interest rates now exceeding 6%, investment in both commercial and residential real estate are exhibiting increased risk. Although the key metrics for Austin's real estate sectors remain healthy, we anticipate demand for all property types will moderate as we move through 2023. The degree of the slowdown in our real estate economy will be dictated by the condition of the larger global and U.S. economy in the coming quarters.



**NEIGHBORHOOD ANALYSIS**

A neighborhood can be considered as a part of a larger city or community wherein there is a tendency towards the grouping of land utilization. As defined in the 15<sup>th</sup> Edition of *The Appraisal of Real Estate, 2020*, “The boundaries of market areas, neighborhood, and districts identify the areas that influence a subject property’s value.” A neighborhood may be an urban or suburban development, which may include residential, commercial, industrial or other land uses that are generally characterized as being homogeneous in some respects and include a unified area with some definite boundaries.

The purpose of a neighborhood analysis is to provide a bridge between the study of general influences on all property values and the analysis of a particular subject. Neighborhood boundaries are identified by determining the area in which the four forces which effect value (social, economic, government and environmental) operate in the same way they effect the subject property.



For the neighborhood boundaries, we used the following boundaries:

- North:** Line extending east from the intersection of SH 130 and Pecan Street to SH 95
- East:** SH 95
- West:** SH 130
- South:** Line extending east from intersection of SH 130 and FM 969 to SH 95

Austin’s CBD is 16 miles southwest of the Manor Heights (i.e., Carillon) community. Austin Bergstrom International Airport is 14 miles southwest from the property. Tesla’s factory (opened January 2022) is 11 miles southwest of the subject.

**Demographic Analysis**

The following table provides a summary of the neighborhood’s demographics in the Neighborhood Analysis (all demographic data from 2022 and 2027 projections is from Site To Do Business).

Summary	Census 2010	2022	2027
Population	30,041	60,588	72,568
Households	9,445	18,979	23,064
Average Household Size	3.2	3.2	3.1
Owner Occupied Housing Units	72.5%	78.7%	77.1%
Renter Occupied Housing Units	19.1%	15.8%	14.8%
Median Age	31.0	32.5	32.0

Trends: 2022 - 2027 Annual Rate	Area	State	National
Population	3.67%	0.88%	0.25%
Households	4.00%	0.92%	0.31%

The area’s median age of 31.0 is younger than the state’s median age of 35.4. This is primarily due to the subject’s neighborhood fast growth associated with affordable housing and first time homebuyers. The neighborhood’s population is increasing at a significantly faster rate than Texas and the country.

Households by Income	2022		2027	
	Number	Percent	Number	Percent
Household Income Base	18,979	100%	23,064	100%
<\$15,000	1,158	6.1%	1,084	4.7%
\$15,000-\$24,999	1,158	6.1%	1,038	4.5%
\$25,000-\$34,999	1,139	6.0%	1,015	4.4%
\$35,000-\$49,999	1,993	10.5%	1,914	8.3%
\$50,000-\$74,999	3,283	17.3%	3,460	15.0%
\$75,000-\$99,999	3,682	19.4%	4,244	18.4%
\$100,000-\$149,999	3,853	20.3%	5,789	25.1%
\$150,000-\$199,999	1,689	8.9%	2,837	12.3%
\$200,000+	1,044	5.5%	1,707	7.4%

Median Household Income	\$78,873	\$91,152
Average Household Income	\$96,276	\$114,509
Per Capita Income	\$30,118	\$36,202

The area’s median household income (MHI) is 11.4% greater than the state’s MHI; average household income for the subject’s area compared to the State of Texas is 5.19% less; and per capita income in the area is 18.0% less than the state’s average.

Population by Age	Census 2010		2022		2027	
	Number	Percent	Number	Percent	Number	Percent
0 - 4	2,884	9.6%	5,211	8.6%	6,313	8.7%
5 - 9	2,794	9.3%	5,211	8.6%	6,313	8.7%
10 - 14	2,734	9.1%	4,968	8.2%	6,096	8.4%
15 - 24	3,905	13.0%	7,998	13.2%	9,289	12.8%
25 - 34	4,807	16.0%	9,149	15.1%	11,974	16.5%
35 - 44	4,416	14.7%	9,331	15.4%	10,813	14.9%
45 - 54	3,845	12.8%	7,028	11.6%	8,273	11.4%
55 - 64	2,523	8.4%	5,877	9.7%	6,168	8.5%
65 - 74	1,262	4.2%	3,817	6.3%	4,644	6.4%
75 - 84	661	2.2%	1,515	2.5%	2,104	2.9%
85+	210	0.7%	424	0.7%	508	0.7%

Housing Units by Occupancy Status and Tenure	Census 2010		2022		2027	
	Number	Percent	Number	Percent	Number	Percent
Total Housing Units	10,309	100%	20,083	100%	25,097	100%
Occupied	9,443	91.6%	18,978	94.5%	23,064	91.9%
Owner	7,474	72.5%	15,805	78.7%	19,350	77.1%
Renter	1,969	19.1%	3,173	15.8%	3,714	14.8%
Vacant	866	8.4%	1,105	5.5%	2,033	8.1%

The area has a small percentage of vacant homes. A significant percentage of the area’s homes are occupied by owners.

Owner Occupied Housing Units by Value	2022		2027	
	Number	Percent	Number	Percent
Total	18,978	100.0%	23,064	100.0%
<\$50,000	1,063	5.6%	231	1.0%
\$50,000-\$99,999	1,177	6.2%	231	1.0%
\$100,000-\$149,999	1,518	8.0%	185	0.8%
\$150,000-\$199,999	2,600	13.7%	1,338	5.8%
\$200,000-\$249,999	4,137	21.8%	4,544	19.7%
\$250,000-\$299,999	2,505	13.2%	3,990	17.3%
\$300,000-\$399,999	3,036	16.0%	5,489	23.8%
\$400,000-\$499,999	1,860	9.8%	4,567	19.8%
\$500,000-\$749,999	531	2.8%	1,937	8.4%
\$750,000-\$999,999	95	0.5%	23	0.1%
\$1,000,000-\$1,499,999	342	1.8%	415	1.8%
\$1,500,000-\$1,999,999	38	0.2%	46	0.2%
\$2,000,000+	76	0.4%	69	0.3%
Median Value	\$237,580		\$318,633	
Average Value	\$280,798		\$363,126	

The subject neighborhood is a bedroom community (i.e., most people living in the area commute to work).

The exhibit summarizes Texas Education Agency statistics for the Manor ISD and Elgin ISD, where the Carillon community is located. The data in the following table is from Texas Education Agency (TEA) from 2020 (most recent available).

Texas Education Agency School District Performance Comparison (2019-2020 School Year)							
School District	Total Student Enrollment	Annual Dropout Rate (9-12)	4 Year Graduation Rate (9-12)	Avg. SAT Score	Avg. ACT Score	Avg. Teacher Salary	Avg. Annual Teacher Turnover
Austin	81,346	0.8%	93.3%	1,098	22.5	\$52,397	16.7%
Del Valle	11,169	0.6%	91.8%	868	18.2	\$51,214	21.3%
Hays	19,788	2.6%	87.1%	974	21	\$51,412	17.4%
Hutto	7,218	0.3%	97.4%	1,043	20.4	\$50,021	15.1%
<b>Manor</b>	<b>9,581</b>	<b>2.6%</b>	<b>87.0%</b>	<b>894</b>	<b>18.4</b>	<b>\$52,193</b>	<b>25.3%</b>
<b>Elgin</b>	<b>4,556</b>	<b>1.8%</b>	<b>93.6%</b>	<b>900</b>	<b>19</b>	<b>\$53,480</b>	<b>31.9%</b>
Pflugerville	25,269	0.3%	97.8%	1,070	18.8	\$50,725	15.2%
Round Rock	48,919	0.4%	96.1%	1,104	25.2	\$51,493	12.4%
Taylor	3,190	1.0%	93.4%	1,030	20.1	\$47,305	21.0%
State of Texas	N/A	1.4%	92.4%	1,018	20.3	\$53,591	16.0%

Source: Texas Education Agency

Manor ISD is mid-size school districts in the Austin-Round Rock metro area. The district’s annual dropout rate, graduation rate, and test scores are generally less than averages from the metro area and statewide numbers. Although the Manor ISD is currently behind most of the other local school districts in most of these categories, the area’s location and affordability will continue to make it attractive for homebuyers.

Elgin ISD has about half the enrollment as Manor ISD. Elgin’s dropout rate and graduation rate are better than Manor’s rates. With the exception of teacher turnover rate, the two districts’ other rates are similar to each other.

The next table shows the education attainment for persons 25 and older.

2022 Population 25+ by Educational Attainment	
Total	37,198
Less than 9th Grade	8.9%
9th - 12th Grade, No Diploma	7.4%
High School Graduate	24.3%
GED/Alternative Credential	4.8%
Some College, No Degree	19.5%
Associate Degree	8.6%
Bachelor's Degree	19.6%
Graduate/Professional Degree	6.9%

Source: Site To Do Business

The subject neighborhood’s population has 26.5% to attain a bachelor or graduate degree. The Austin-Round Rock attainment of bachelor or graduate degree is 47.9%.

The next table is from Ersi and shows the market area’s number employed, unemployment rate, and types of occupation. As can be seen, the area’s workforce is reasonably diverse.

<b>2022 Employed Population 16+ by Occupation</b>	
Total Employed	30,238
Unemployment Rate	4.4%
<b>White Collar</b>	<b>61.0%</b>
Management/Business/Financial	16.6%
Professional	23.4%
Sales	8.7%
Administrative Support	12.3%
<b>Services</b>	<b>13.5%</b>
<b>Blue Collar</b>	<b>24.9%</b>
Farming/Forestry/Fishing	0.3%
Construction/Extraction	8.5%
Installation/Maintenance/Repair	2.7%
Production	4.2%
Transportation/Material Moving	9.5%

Source: Site To Do Business

The neighborhood’s percentage of white collar, services, and blue-collar employment percentages are somewhat similar to the metro area’s percentages (61.0%, 13.5%, and 24.9%), respectively.

**Residential Market Analysis**

Resale home prices in the local market have been increasing significantly in recent years. The following tables show the mean and median prices, year over year percentage changes, and month over month percentage changes for the Austin-Round Rock MSA.

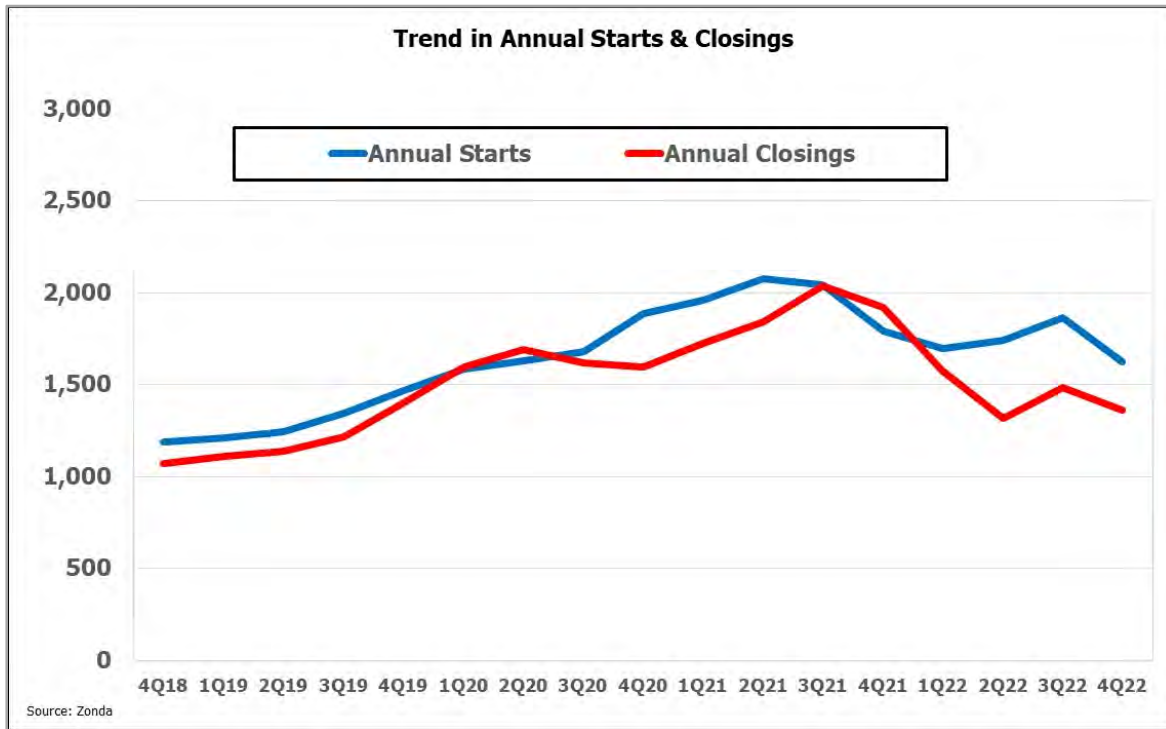
<b>Austin-Round Rock MSA -- Year Over Year</b>				
Year	Average Price	% Change	Median Price	% Change
2019	\$393,260	--	\$315,000	--
2020	\$438,045	11.4%	\$343,990	9.2%
2021	\$567,321	29.5%	\$451,500	31.3%
2022	\$625,686	10.3%	\$501,990	11.2%

<b>Austin-Round Rock MSA -- Month Over Month</b>				
Year	Average Price	% Change	Median Price	% Change
February-20	\$401,477	--	\$324,000	--
February-21	\$506,668	26.2%	\$395,950	22.2%
February-22	\$604,211	19.3%	\$497,250	25.6%
February-23	\$535,955	-11.3%	\$435,000	-12.5%

**New Home Market Trends**

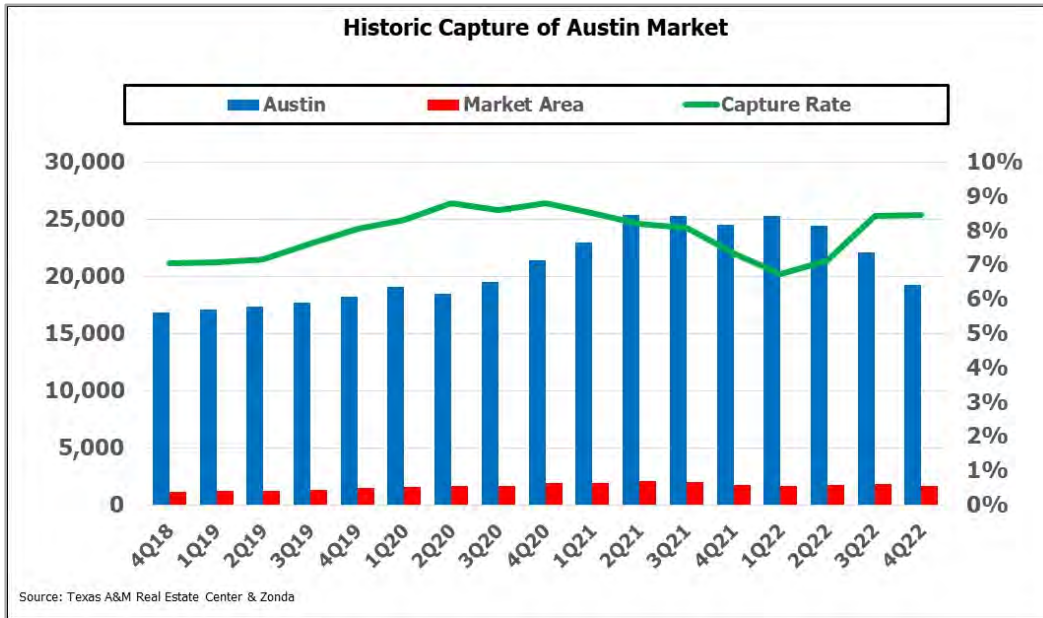
Lot development and new home activity have been strong within the subject market area for several years. The area’s proximity to Austin, its location along and near U.S. Highway 290, as well as its established school systems have all served as drivers for housing demand in the area. The following exhibit shows the trend in annual single-family starts and closings in the proposed subject community’s market area. The following graph (Source: Zonda Home) shows the trend of new home starts and closing in the market area.



Between Fourth Quarter 2018 and Second Quarter 2021, the number of quarterly starts increased every quarter and ranged from 1,186 to 2,074. The number of starts decreased in the Second Quarter 2022. As of early 2022, virtually none of these homes were finished and unsold, rather most of these homes were either under contract or builders were waiting until deep into the construction process to price the homes due to uncertainties with the ever increasing cost of building materials.

As of mid-year 2022, increasing interest rates and fears of a recession caused many prospective homebuyers to pull back from purchasing a new home. In response, builders began to decrease pricing, provide mortgage interest rate assistance, and slowing the number of starts. As of Fourth Quarter 2022, builders are concentrating on selling inventory already under construction. The dramatic percentage increases in the number of starts and closings noted during the pandemic are not believed sustainable going forward.

The next graph shows new home starts in Austin and the market area, along with the market area’s capture rate. The submarket’s capture rate since Fourth Quarter 2018 and the Fourth Quarter 2022 was consistently between 7% and 9% (weighted average 8%). The source of this data is the Texas A&M Real Estate Center and Zonda Home.



The next table shows the subdivisions with the highest annual starts and closings in the market area over the last four quarters.

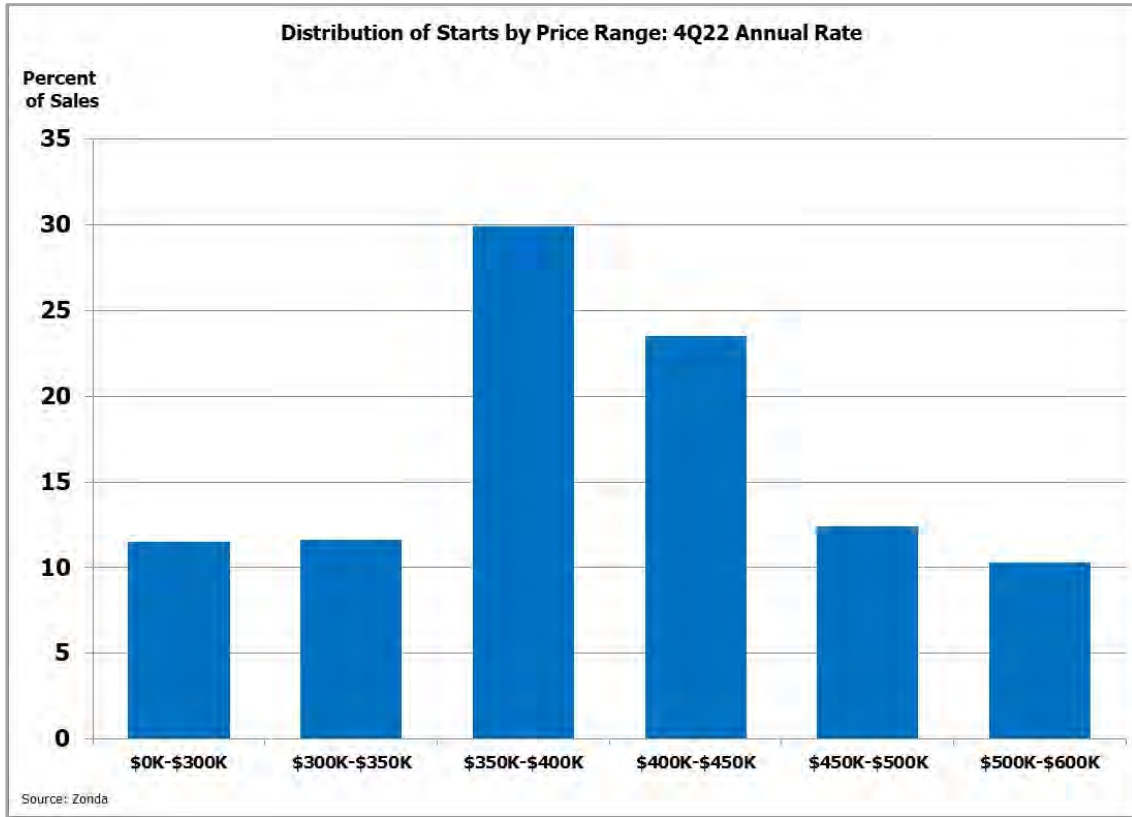
Top Market Area Communities Ranked by 4Q2022 Annual Starts								
Community	School District	4Q22 Annual Starts	4Q22 Annual Closings	Quarters with Sufficient VDL and Active Starts	Annual Starts Adjusted to Reflect 4 Quarters of Start Activity	Active Builders	Lot Sizes	4Q22 Base Home Pricing
Shadow Glen	Manor	319	151	4	319	Meritage, Perry, Gehan, Terrata	45', 50', 55', 60', 65'	\$324K - \$458K
Elm Creek North	Elgin	200	114	4	200	Lennar	40', 50'	\$237K-\$347K
Homestead Estates	Elgin	168	132	4	168	LGI	50'	\$295K - \$375K
<b>Carillon (Subject)</b>	<b>Manor</b>	<b>162</b>	<b>235</b>	<b>4</b>	<b>162</b>	<b>DR Horton, Richmond American, Gehan</b>	<b>50', 55', 60'</b>	<b>\$365K - \$483K</b>
Peppergrass	Elgin	152	92	4	152	DR Horton	40'	\$282K-\$354K
Presidential Meadows	Manor	115	112	4	115	KB Home	40', 50'	\$307K - \$389K
Whisper Valley	Manor	84	111	4	84	Pacesetter, GFO, CastleRock, Terrata, Thurman	25', 30', 35', 40', 50' 60'	\$357K - \$441K
Lagos	Manor	76	41	2	152	Pulte, Ashton Woods	50', 60'	\$333K-\$375K
Presidential Glen	Manor	73	14	4	73	Starlight	50'	Sold-out
<b>Totals</b>		<b>1,349</b>	<b>1,002</b>		<b>1,425</b>			

Source: Zonda and 360 Analytics

The previous table summarizes 2022 annual starts and closings for the top producing communities of detached single family homes in the subject market area. The top communities showed annual starts ranging from 73 to 319 homes. Considering the recent slowdown in the housing market, the pace of new home starts for most all of these communities summarized in

the table likely represent part of the peak of their velocity for this cycle. As noted earlier, with most builders now focusing on closing current inventory, we expect starts to fall in the market area in the near term.

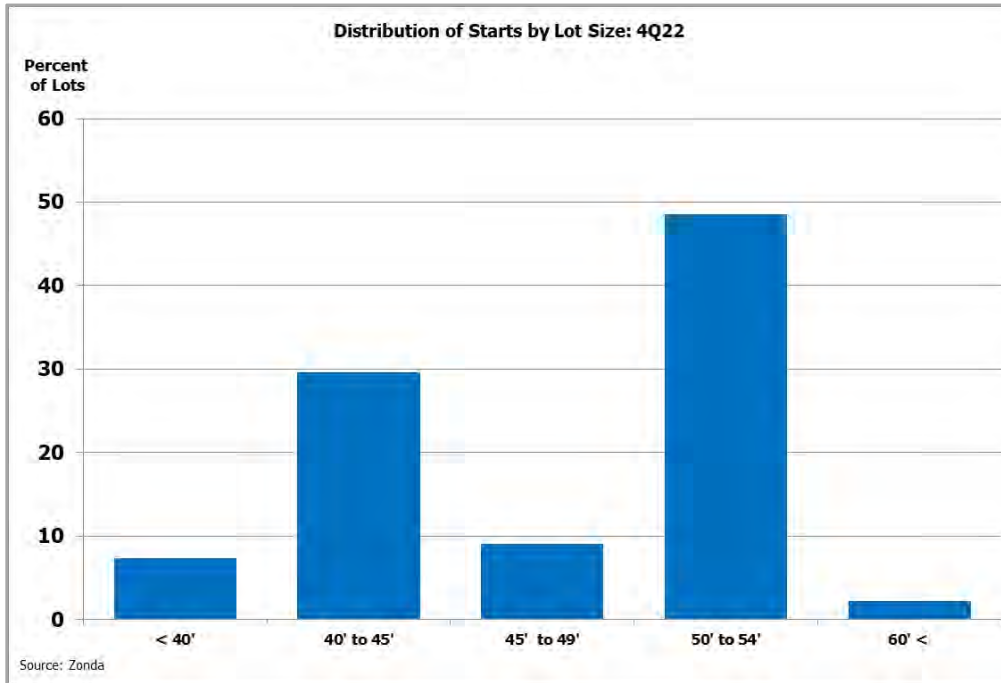
The next graph shows the distribution of new home starts by price for the four quarters ending Fourth Quarter 2022.



Of the area’s new homes, 77% are priced between \$300,000 and \$500,000.

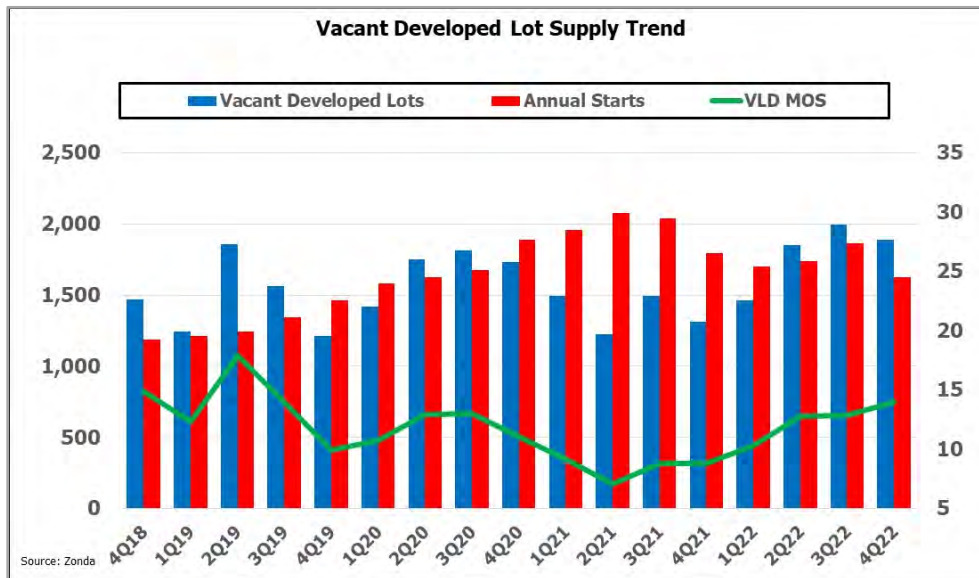
The next bar graph shows the distribution of starts by lot size.





The majority of home starts (87.3%) are on lots that are 40’ to 54’ wide.

The following graph provides a comparison of the number of vacant developed lots and number of annual starts, along with the ratio of vacant lots to annual starts (measured in the months supply of vacant developed lots).



Equilibrium range is considered to be a supply of 18 to 24 months. Over the past 17 quarters, the submarket has been below equilibrium in each quarter. The most recent quarter shows a supply of 14.0 months. Over the next few quarters, this number will increase as builders slow their starts pace.

Included below is a table summarizing information on 14 communities that have varying levels of entitlements that at some point represent future lot supply in the market area (some of these communities are already active, while several will represent new residential projects).

Partial Future Lot Supply						
Number	Community	Location	School District	Identified Future Lots	Owner/ Developer	Status
1	Brickston	North side of US 290, east of Abrahamson Rd	Elgin	2,200	Tx Bridal Trails	Future
2	Bohl's Tract	West side of FM 973 at New Sweden Gin Rd	Pflugerville	1,888	RMD & Co.	Future
3	Carillion	East side of Old Kimbro Rd, north of US Hwy 290	Manor	1,252	Forestar	Active
4	Eastwood	Between FM 973 and Blake Manor Rd, south of Manor	Manor	2,345	Brookfield Residential/John Lloyd	Future
5	Harvest Ridge	County Line Rd, Carlson Ln	Elgin	890	Clayton Properties	Active
6	Lagos	East of FM 973, south of Blake Manor Rd	Manor	2,341	Dwyer Realty	Active
7	Shadow Glen	West of FM 973, north of US Hwy 290	Manor	1,033	Perry Homes/Meritage	Active
8	Las Entradas	North of US Hwy 290, west of Gregg Manor Rd	Manor	489	Dwyer Realty	Future
9	Trinity Ranch	East side of Upper Elgin River Rd, south of Elgin	Elgin	1,715	Harris & Straub, Century Communities, Trophy Homes	Active
10	Two Creeks Crossing	North side of Gregg Manor Rd, east of SH 130	Manor	1,120	Lennar/Hutto 372	Future
11	Villages of New Sweden	East side of FM 973 at New Sweden Church Rd	Pflugerville	1,343	Shamrock Communities	Future
12	Whisper Valley	North side of Braker Ln, east of FM 973	Del Valle	3,667	Taurus Holdings	Active
13	Elm Creek West	North side of US Hwy 290, west of County Line Rd	Elgin	610	Lennar	Future
14	Larson Tract	North side of Ave C, west of SH 95	Elgin	838	Prima Vesta Land	Future
			<b>Total</b>	<b>21,731</b>		

From these 14 developments, there are over 21,000 future lots. With the number of future lots planned for the area, we anticipate new home building activity will remain strong in the market area for many years.

**Neighborhood Economic Development Comments**

The neighborhood’s southwest corner boundary is only eight miles from Austin’s CBD. As such, commuting to many of the downtown and centrally located employers, including the State of Texas and University of Texas is fairly easy.

Some of the major employers near the subject include Tesla (12,277), Applied Materials (4,590), Amazon Pflugerville Fulfillment (1,000), BAE Systems (691), Capitol Wright Distributing (581), FedEx (461), and Acme Brick (162).

Tesla’s, electric car manufacturing company “Gigafactory” located at the intersection of SH-130 and Harold Green Road, east of Austin (11 miles southwest of the subject community), started operations January 2022 (having a grand opening party April 7, 2022). Travis County gave Tesla tax breaks of at least \$14 million over 10 years. The factory currently (April 2023) employs about 12,227.

Amazon has recently completed a 3,200,000 SF distribution plant (“fulfillment center”) on a 94 acre site. The facility is approximately nine miles northwest of the subject. The plant is anticipate to produce 1,000 full-time jobs. This facility will be a significant economic boost to the area.

Samsung is currently developing a \$17 billion semiconductor FAB facility in Taylor. The 1,200 acre site is located near the former intersection of CR 401 and CR 404. Groundbreaking was in early 2022, with the target of having the facility operational in the second half of 2024. This project is the largest ever investment made by Samsung in the United States. It is projected to create over 2,000 high-tech jobs and thousands of related jobs once the facility is in full operation. Proximity to the Samsung FAB facility is expected to create major growth in both jobs and population in the vicinity of Taylor. The Samsung facility will be 14 miles northeast of subject.

The next table is from Ersi and shows the market area’s number employed, unemployment rate, and types of occupation. As can be seen, the area’s workforce is reasonably diverse.

<b>2022 Employed Population 16+ by Occupation</b>	
Total Employed	30,238
Unemployment Rate	4.4%
<b><u>White Collar</u></b>	<b>61.0%</b>
Management/Business/Financial	16.6%
Professional	23.4%
Sales	8.7%
Administrative Support	12.3%
<b><u>Services</u></b>	<b>13.5%</b>
<b><u>Blue Collar</u></b>	<b>24.9%</b>
Farming/Forestry/Fishing	0.3%
Construction/Extraction	8.5%
Installation/Maintenance/Repair	2.7%
Production	4.2%
Transportation/Material Moving	9.5%

Source: Site To Do Business

The neighborhood’s percentage of white collar, services, and blue-collar employment percentages are somewhat similar to the metro area’s percentages (61.0%, 13.5%, and 24.9%), respectively.

The tables below show Ersi’s estimated and projected median household income and median home value for the market area and Austin’s MSA.

Median Household Income		
Year	Market Area	Austin MSA
2022	\$78,873	\$89,278
2027	\$91,152	\$102,437

Median Home Value		
Year	Market Area	Austin MSA
2022	\$237,580	\$348,997
2027	\$318,633	\$376,913

The table above shows the 2022 median home value in the subject’s market area was \$237,580. Based on our research, this value level is well below the home prices found in most of the new home communities located within the market area, where most subdivisions have prices from the high \$200,000s to high \$400,000. According to MLS, the mean and median sales price of homes in 2022 in the market area were \$424,856 and \$391,000, respectively.

**Conclusion**

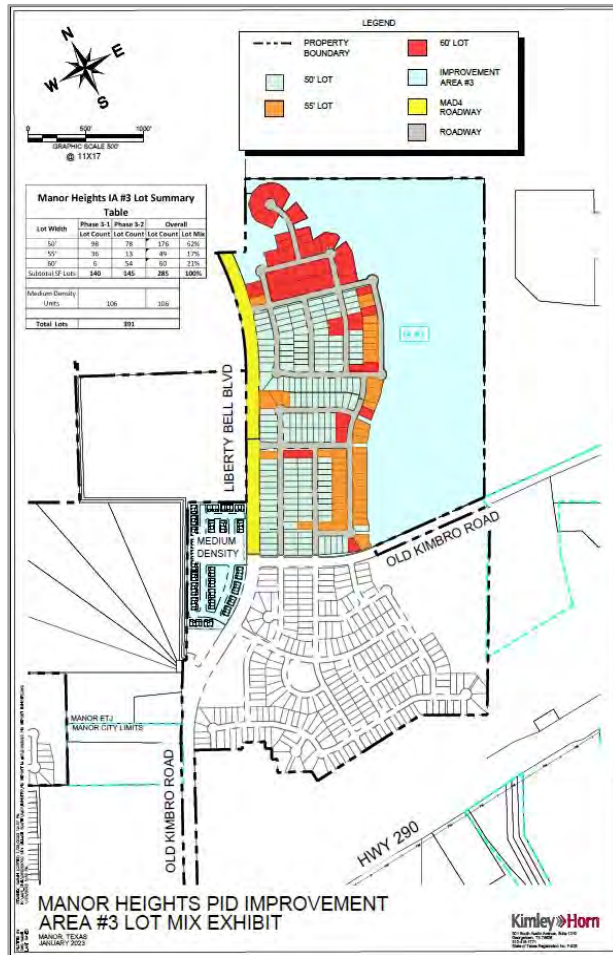
The significant development and home building activity now occurring in the subject neighborhood reflects the growth of Manor, Elgin, and East Travis County in the past 10 years. The growth pattern in the area is west to east; as evident by newer single-family residential developments in these areas. More affordable land and available utilities are major contributors to this growth. The subject neighborhood location east of SH-130 adds to its desirability.

The anticipated employment growth and associated population increases in the Austin MSA will result in the demand for more housing to accommodate the area’s expanding number of households. The market area’s proximity to Gigafactory Texas enhances the area. The addition of the nearby Amazon Fulfillment Center and the Samsung FAB are positive additions nearby. While many geographic sectors in the Austin region will experience new development and home building because of this growth, it is our expectation that the subject neighborhood will continue to represent a significant share of new single-family development and home building over the next five to ten years. The primary facilitators for this growth will be the availability of land that can be supplied with utility infrastructure, an existing roadway infrastructure that facilitates easy travel within and out of the market area, as well as home pricing that is below many of the other submarkets in the Austin region.

**SITE DESCRIPTION**

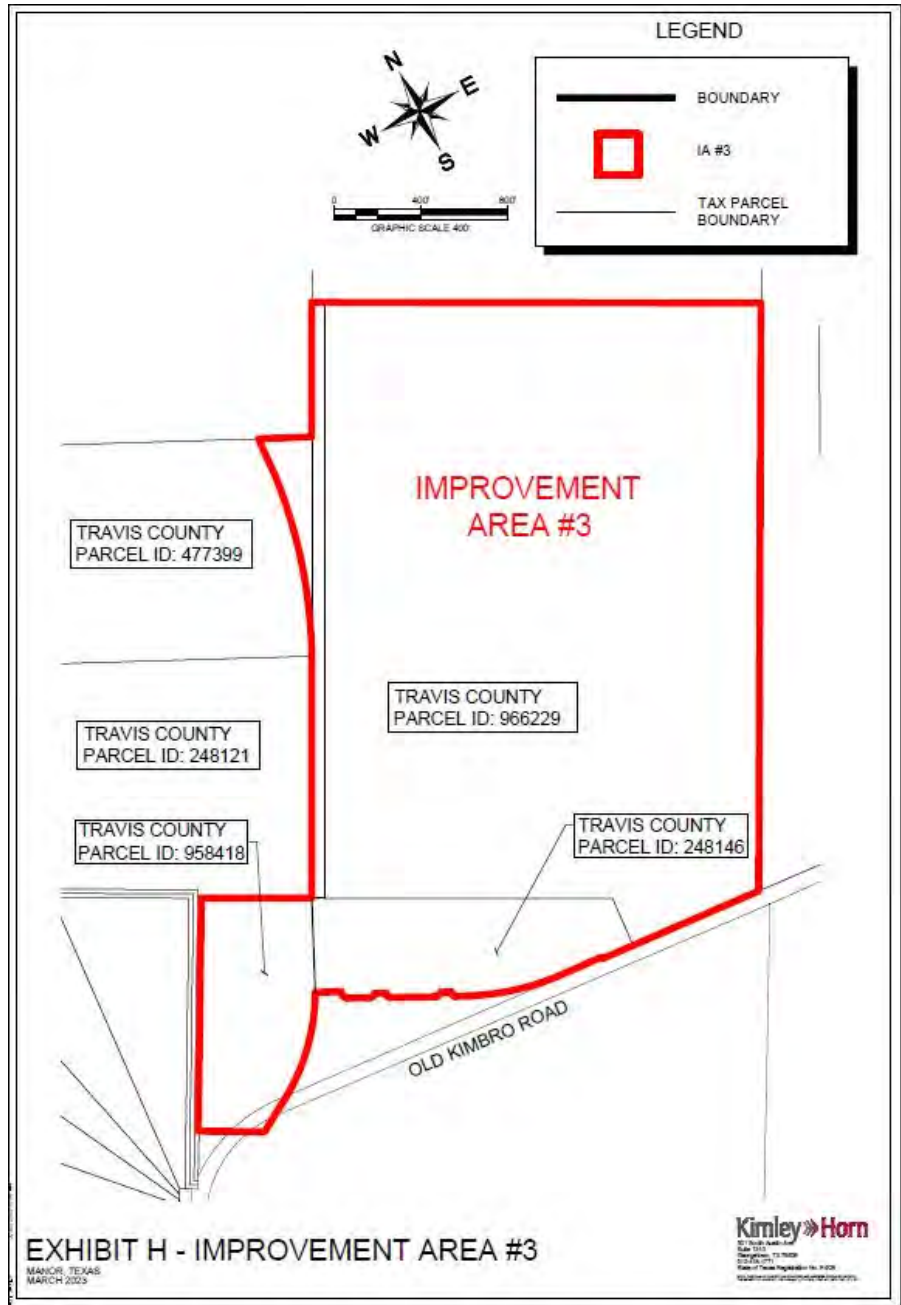
Land Description is “a study of factual data relating to the characteristics of undeveloped land or a site that create, enhance, or detract from the utility and marketability of that parcel.” (From The Dictionary of Real Estate Appraisal, 7<sup>th</sup> Edition, 2022).

Included below is a brief description of the physical features of the subject parcels.



- Location: North side of Old Kimbro Road, west of FM 1100 in Manor, Travis County, Texas.
- Legal Description: Multiple individual lots. Refer to plat in Addenda.
- Tax Parcel I.D. Number: Multiple Parcel ID numbers retain in our work file.
- Land Size: 159.04 acres (per Survey in SAP)
- Shape: Irregular
- School District: Manor ISD and Elgin ISD

Frontage/Access:	Development has 50' wide residential streets. Liberty Bell Boulevard is 114' wide and Old Kimbo Road is 80' wide (near the subject lots).
Exposure/Visibility:	Good.
Topography/Drainage:	Undulating
Utility Status:	All utilities (water, sewer, and electricity) are connected to the 285 finished residential finished lots and the 11.845 acre "condo site." Bluebonnet Electric Cooperative provides electrical service. City of Manor provides water and wastewater.
Easements/Encumbrances:	Typical PUEs
Environmental Concerns:	We did not receive an ESA on the subject property. The area of the subject is not an overly sensitive environmental area. We did receive a Geotechnical Investigation (from August 2019) for Manor Heights, Phase 2. The purpose of this investigation was to establish subsurface conditions to determine design and thickness of pavement. Since the date of this study, streets with concrete curbs and gutters have been constructed.
Surrounding Property Uses:	Rural land, single family residential, some commercial, and industrial.
Existing Improvements:	None.
Development:	Plans are to put the existing subject lots in a newly created Public Improvement District (PID). The property is subject to a PUD zoning ordinance. The PID does not govern planned development. The boundaries of the development within the PID are as follows:



PIDs are economic tools to fund public improvements benefiting the area within the PID.

We included the construction budget for the horizontal development costs in the Addenda.

**APPRAISED VALUE AND REAL ESTATE TAXES**

The Travis Central Appraisal District (TCAD) appraises the real property for each of the following taxing jurisdictions. The following chart illustrates the 2022 tax rates per \$100 for each of the taxing entities.

Taxing Authority	2022 Tax Rate
Austin Community College	\$0.09870
Travis County	\$0.31820
Travis County Healthcare	\$0.09868
City of Manor	\$0.74700
Manor Heights PID -- IA #3	\$0.32980
Travis County ESD #12	\$0.10000
<b>Sub-Total Without School Tax Rate</b>	<b>\$1.69238</b>
Elgin ISD	\$1.41110
Manor ISD	\$1.35200
<b>Total With Average School Tax Rate</b>	<b>\$3.07393</b>

Some lots are in Manor ISD and some lots are in Elgin ISD. We provided both tax rates for these school districts above. We average the two school districts’ tax rates for the total tax rate.

The uncertified 2023 appraised values are beginning to be released.



## **ANALYSES**

**HIGHEST AND BEST USE ANALYSIS**

The term highest and best use, as used in this appraisal report and defined by *The Appraisal of Real Estate*, 15<sup>th</sup> Edition, Appraisal Institute, 2020, is:

"The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value."

A distinction is made between the highest and best use of the land or site as though vacant and the highest and best use of the property as improved.

**Highest and best use of the land as though vacant:** Among all reasonable, alternative uses, the use that yields the highest present land value after payments are made for labor, capital, and entrepreneurial coordination.

**Highest and best use of property as improved:** The use of a property, as improved, that will maximize its value.

There are two types of highest and best use. The first type is highest and best use of land or a site as though vacant. The second is highest and best use of a property as improved. Each type requires a separate analysis. Moreover, in each case, the existing use may or may not be different from the site's highest and best use. When a site contains improvements, the highest and best use may be determined to be different from the existing use. Analysis of the highest and the best use of a property as improved implies that a property as improved may be continuation of the existing use, renovation or rehabilitation, expansion, adaptation, or conversion to another use, partial or total demolition, or some combination of these alternatives.

**Highest and Best Use - As Vacant**

**Physically Possible**

The subject lots are located in the Manor Heights (Carillon) community, which is located north of Old Kimbro Road, west of FM 1100, and north of U.S. Highway 290.

The subjects include the following number of lots and areas:

<u>Land Use</u>	<u>No. of Lots</u>	<u>Lot Width</u>	<u>Lot Depth</u>	<u>Lot Area (SF)</u>
Residential	176	50	125	6,250
Residential	49	55	125	6,875
Residential	60	60	125	7,500
Condo Site	1	N/A	N/A	515,968

Utilities include water and wastewater provided by the City of Manor, electrical service from Bluebonnet Electric Cooperative, as well as gas and fiber optics from providers to be determined.

Based upon the above physical characteristics, and considering the constraints imposed by visibility, size and location, we considered single family residential use of the existing lots and build to rent residential use of the 11.845 acre tract to be physically possible uses.

### **Legally Permissible**

As mentioned in the *Site Description*, the subject is located within the municipal jurisdiction of the City of Manor. As such, development of the subject must comply with the zoning regulations. The subject's zoning is the Planned Unit Development District. Existing and future phases of Carillon are in this zoning district. The Manor Heights PUD allows the development of approximately 1,500 single family and townhome units. The planned development on the subject site complies with zoning and permitted uses.

The 11.845 acre tract has plans to be improved with 106 units in three-plexes and four-plexes. This gives density of 8.95 unit per acre.

An additional factor in determining a legally permissible use is the appraisal principal of conformity. According to the 15<sup>th</sup> Edition of *The Appraisal of Real Estate*, 2020, "Conformity holds that real property value is created and sustained when the characteristics of a property conform to the demands of its market." Therefore, surrounding use becomes an important consideration in any Highest and Best Use Analysis. Land use near the subject includes rural land, single family residential, and commercial.

Based upon the subject's physical and legal constraints, as well as surrounding property uses, it is reasonable that single family residential subdivision development, with an 11.845 acre tract designated for medium density use, are both physically possible and legally permissible.

### **Financially Feasible and Maximally Productive**

The definition of highest and best use states that the highest and best use must result "in the highest present land value." In regard to the subject property, we interpret this portion of the definition to mean that the subject's land use plan must maximize density but remain within the range of supportable intensities of developments in the competing market. In other words, development on the subject site should be homogeneous with development that will occur in the competing market to be financially feasible.

For a use to meet the test of financial feasibility, the benefits of ownership in the form of rents and tax advantages must exceed the costs associated with acquiring the site, developing the improvements, and operating the property. For a property use to be financially feasible, the forces of supply and demand must be in balance and the property developed must provide sufficient income to return profit to the land.

The area has seen steady growth over the past 20 years. Since the beginning of 2020, the annual number of new home closing was between 1,360 and 2,037 (per Zonda). Home prices in the past year decreased (month over month). However, mean and median home prices reached an all-time high in the first part of 2022. Other communities in the area have been financially feasible.

The subject's zoning, physical attributes, and surrounding uses indicate single family residential subdivision with an 11.845 acre tract designed for build to rent residential development. Multiple types of land uses represent a financially feasible and maximally productive use of the site.

### **Highest and Best Use As Vacant - Conclusion**

Based upon the preceding discussion of the physically possible and legally permissible use for the subject, it appears that single family residential subdivision development is the highest and best use for the subject lots. Land uses for the subject is single family residential and an 11.845 acre build to rent tract. Interior roads, platting, permitting, utilities, water quality ponds, etc. make the subject more attractive.

The appraisal assignment is for 285 vacant finished residential lots, along with an 11.845 acre tract of land planned for 106 build to rent units. Our appraisal uses the Hypothetical Conditions that all of the existing lots are owned by Forestar and that construction of homes has not started.

### **Appraisal Methodology**

We are appraising the 285 residential lots based on the Hypothetical Condition they are all owned by Forestar, and as if sold to one buyer in one transaction. We applied a discounted cash flow (DCF) analysis. The first step in this process is to develop an opinion of the value lots prior to the application of the DCF. We applied the Sales Comparison Approach to the residential lots below.

After our DCF analysis, we develop an opinion of market value of the subject's 11.8945 acre "condo site" via a separate Sales Comparison Approach.

### **SALES COMPARISON APPROACH – 285 SINGLE FAMILY RESIDENTIAL LOTS**

The Sales Comparison Approach is defined as: "The process of deriving a value indication for the subject property by comparing sales of similar properties to the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant market-derived elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant when an adequate supply of comparable sales is available." (The *Dictionary of Real Estate Appraisal*, 7<sup>th</sup> Edition, published by the Appraisal Institute, 2015.)

A **systematic procedure** for applying the sales comparison approach includes the following steps:

1. Research the competitive market for information on properties that are similar to the property being appraised and that have been sold recently, or were listed for sale, or are under contract.
2. Verifying the information by confirming that the data obtained is factually accurate and that the transactions reflect arm's-length market considerations.

3. Select the most relevant units of comparison used by participants in the market and develop a comparative analysis for each unit.
4. Look for differences between the comparables being considered and the subject property using all appropriate elements of comparison.
5. Reconcile the various value indications produced from the analysis of comparables into a value indication from the sales comparison approach.

(*The Appraisal of Real Estate*, 15<sup>th</sup> Edition, published by the Appraisal Institute, 2020.)

When valuing real estate via the Sales Comparison Approach, the subject and comparables must be broken down into units of comparison. There are several units of comparison available in the application of the Sales Comparison Approach. For finished lots, we used the price per front foot (FF). We will first appraise the 285 residential lots. We will appraise the 11.845 acre “condo site’s” market value on the basis of price per square foot of land area.

**Finished Residential Lot Analysis**

The 285 single family residential lots currently existing have a mix of lots as follows:

Land Use	No. of Lots	Lot Width	Lot Depth	Lot Area (SF)
Residential	176	50	125	6,250
Residential	49	55	125	6,875
Residential	60	60	125	7,500

Of the 285 lots, three builders contracted to buy 208 lots (73% of total). The following table summarizes the lots under contract and their prices:

Manor Heights -- Lots Contracted				
Builder	Lot Width	No. of Lots	Price/Lot	Price/FF
Continental Homes	50	48	\$87,500	\$1,750
Continental Homes	55	2	\$87,500	\$1,591
Continental Homes	60	2	\$87,500	\$1,458
Continental Homes	50	40	\$87,500	\$1,750
Continental Homes	55	5	\$96,250	\$1,750
Brightland/Gehan	50	16	\$92,500	\$1,850
Brightland/Gehan	55	41	\$101,750	\$1,850
Brightland/Gehan	60	10	\$111,000	\$1,850
Chesmar	60	44	\$108,000	\$1,800
<b>Totals/Averages</b>		<b>208</b>	<b>\$96,370</b>	<b>\$1,790</b>

**Lot Price Comparison**

The Sales Comparison Approach involves a comparison of the subject property to actual transactions of similar properties in order to arrive at an estimate of the subject's market value. One of the primary appraisal principles basic to this approach is the principle of substitution. The principle of substitution “holds that the value of property tends to be set by the cost of acquiring a

substitute or alternative property of similar utility and desirability within a reasonable amount of time.” (The *Appraisal of Real Estate*, 15<sup>th</sup> Edition, published by the Appraisal Institute, 2020.)

In our analysis, we used the lot price per front foot. Other than frontage, all lots are similar and premiums for other factors do not appear to exist.

Because of substantial changes in the market over the last approximately 36 months, we started our analysis with a market conditions analysis.

According to the Texas Real Estate Research Center at Texas A&M University, the number of annual home sales in the Austin-Round Rock MSA in 2020 was 40,197, an increase from 2019 of 8.6%. In 2021, the number of home sales was 41,079 (2.2% increase from 2020). For 2022, the number of sales declined 18.1% to 33,663.

As previously discussed, the average and median home prices in the Austin-Round Rock MSA increased significantly recent years. The following tables show the trends in average and median prices for the MSA.

**Austin-Round Rock MSA -- Year Over Year**

Year	Average Price	% Change	Median Price	% Change
2019	\$393,260	--	\$315,000	--
2020	\$438,045	11.4%	\$343,990	9.2%
2021	\$567,321	29.5%	\$451,500	31.3%
2022	\$625,686	10.3%	\$501,990	11.2%

The next table shows the average and median home prices along with the percentage changes on a month over month basis.

## Austin-Round Rock MSA -- Month Over Month

Month	Average Price	% Change	Median Price	% Change
January-21	\$460,332	--	\$365,500	--
February-21	\$506,668	--	\$395,950	--
March-21	\$553,664	--	\$425,000	--
April-21	\$574,172	--	\$460,000	--
May-21	\$586,963	--	\$460,000	--
June-21	\$593,874	--	\$480,000	--
July-21	\$593,731	--	\$480,000	--
August-21	\$571,457	--	\$470,000	--
September-21	\$558,808	--	\$450,000	--
October-21	\$563,204	--	\$453,000	--
November-21	\$582,003	--	\$468,000	--
December-21	\$597,836	--	\$475,000	--
January-22	\$575,610	25.0%	\$480,000	31.3%
February-22	\$604,211	19.3%	\$497,250	25.6%
March-22	\$644,950	16.5%	\$520,000	22.4%
April-22	\$679,290	18.3%	\$550,000	19.6%
May-22	\$681,449	16.1%	\$550,000	19.6%
June-22	\$662,253	11.5%	\$534,900	11.4%
July-22	\$642,679	8.2%	\$515,000	7.3%
August-22	\$629,811	10.2%	\$497,745	5.9%
September-22	\$593,664	6.2%	\$472,375	5.0%
October-22	\$592,225	5.2%	\$470,000	3.8%
November-22	\$576,327	-1.0%	\$464,500	-0.7%
December-22	\$552,638	-7.6%	\$450,685	-5.1%
January-23	\$557,190	-3.2%	\$449,990	-6.3%
February-23	\$535,955	-11.3%	\$435,000	-12.5%

The year over year comparison shows home prices increased in 2022. This is due to the strong price increases at the beginning of 2022. The month over month comparison shows that average and median home prices did not start decreasing until November 2022. Home prices continued declining since then.

The next table shows lot prices for the subject's closed lots. *It is important to note that our appraisal uses the Hypothetical Condition that the subject lots all remain owned by Forestar with none yet closed. However, we did analyze the prices paid for the lots that sold, Hypothetical Condition notwithstanding.*

Manor Heights -- Closed Lots				
Builder	Lot Width	No. of Lots	Price/Lot	Price/FF
Continental Homes	50	15	\$87,500	\$1,750
Continental Homes	55	0	\$87,500	\$1,591
Continental Homes	60	0	\$87,500	\$1,458
Continental Homes	50	15	\$87,500	\$1,750
Continental Homes	55	0	\$96,250	\$1,750
Brightland/Gehan	50	9	\$92,500	\$1,850
Brightland/Gehan	55	36	\$101,750	\$1,850
Brightland/Gehan	60	4	\$111,000	\$1,850
Chesmar	60	18	\$108,000	\$1,800
<b>Totals/Averages</b>		<b>97</b>	<b>\$98,026</b>	<b>\$1,811</b>

The next table summarizes the 208 lots under contract:

Manor Heights -- Lots Contracted				
Builder	Lot Width	No. of Lots	Price/Lot	Price/FF
Continental Homes	50	48	\$87,500	\$1,750
Continental Homes	55	2	\$87,500	\$1,591
Continental Homes	60	2	\$87,500	\$1,458
Continental Homes	50	40	\$87,500	\$1,750
Continental Homes	55	5	\$96,250	\$1,750
Brightland/Gehan	50	16	\$92,500	\$1,850
Brightland/Gehan	55	41	\$101,750	\$1,850
Brightland/Gehan	60	10	\$111,000	\$1,850
Chesmar	60	44	\$108,000	\$1,800
<b>Totals/Averages</b>		<b>208</b>	<b>\$96,370</b>	<b>\$1,790</b>

### **Discussion of Comparable Data**

In addition to some of the subject lots, DR Horton purchased lots in Manor Heights, Phase 2. In April 2023, DR Horton bought 60 lots in Phase 2, Section 2. In September 2022, DR Horton closed on 32 lots in Phase 2, Section 1B. The lots were a mix of 50', 55', and 60'. The price per lot was \$87,500 (approximately \$1,591 per front foot). This lot price is the same price paid as some of the subject lots. At that time (late 2021) and first half of 2022), Forestar negotiated the prices on a price per lot, not a price per front foot (FF). These prices were negotiated in late 2021.

Forestar sold 138 lots in Manor Heights, Phase 2 to Richmond American Homes. The lots were a mix of 50' and 55'. The price paid per lot was \$113,642. The weighted average price per front foot was \$2,190. Although the Richmond American Homes' prices were negotiated around the same time as the DR Horton prices, there is a significant difference. This difference is largely attributed to DR Horton's "creditworthiness." DHI (DR Horton's NYSE symbol) has a current market capitalization of \$34.882-billion. The market capitalization of MDC (Richmond American Home's NYSE symbol) is \$2.891-billion. DR Horton is approximately 12 times the



size of Richmond American Home. Because of DR Horton’s ability to more easily close on lots reduces their risk to the lot developer.

Scott Felder Homes bought 100 lots in The Colony, near Bastrop. The 100 lots bought in a takedown structure of 20 lots initially, then 15 lots per quarter, were originally bought in early 2022. The lots are 50’ (60%) and 60’ (40%). The original price per front foot was \$1,500, or \$75,000 for 50’ lots and for 60’ lots, the lot price was \$90,000. The Colony is 15 miles and 23 miles from Austin’s CBD. Because of the Colony’s more remote location, these lot prices set the low end of the range of the data we presented.

Pulte has a pending contract on a future phase of Wildhorse. The phase will be delivered in approximately one year. Pulte is in the process of renegotiating this contract, as the contract lot prices will not allow feasible home prices. Pulte is expecting for the new lot prices per front foot to be \$2,200 to \$2,400. All of the lots will be 40’; therefore, they expect lot prices will be \$88,000 to \$96,000. Wildhorse is closer to Tesla, the airport, and Austin’s CBD than Manor Heights, SH 130 is also easily accessible. Future prices per front foot set the upper end of the range of lot prices that we presented.

The following map shows the locations of the communities discussed above.



The comparable communities show a range of prices per front foot of \$1,500 to \$2,400. Prices per front foot in an older phase of Manor Heights vary from \$1,591 to \$2,190.

Contract prices per front foot for the existing subject lots range from \$1,458 (older DR Horton contract) to \$1,850 (recent Brightland contract). The prices per front foot of closed subject lots also range from \$1,458 to \$1,850. The weighted average contract price per front foot is \$1,790, while the weighted average price per front foot of closed lots is \$1,811.

Based on these indication from comparables, as well as pending contract and closed prices of subject lots, we conclude that contract prices are market value.

In our DCF model, we use the weighted average contract price per lot of **\$96,370**.

As will be discussed on the coming pages, our most recent market research suggests the market ratio of lot price/value to home price/value is now approximately 18% to 21% in the subject’s market area. Deriving home prices/values based on the contract prices of the subject lots are as follows:

Community	Builder	Lot Size	Average Base Home Price	Potential Lot Prices	Potential Lot Prices/FF
Whisper Valley	Pacesetter	30'	\$377,500	\$75,500	\$2,517
Whisper Valley	GFO	50'	\$454,990	\$90,998	\$1,820
Whisper Valley	Terrata	50'	\$530,900	\$106,180	\$2,124
Lagos	Ashton Woods	50'	\$396,847	\$79,369	\$1,587
Presidential Meadows	KB Home	40'	\$348,412	\$69,682	\$1,742
Wildhorse	Pulte	40'	\$442,190	\$88,438	\$2,211
Shadow Glen	Meritage	45'	\$367,561	\$73,512	\$1,634
Shadow Glen	Meritage	50'	\$417,133	\$83,427	\$1,669

The overall range of indicated prices per front foot is \$1,587 to \$2,517. The weighted average price per front foot is \$1,879.

Home prices are more fluid in the submarket than lot prices.

The subject’s lot prices per front foot are within this and near the weighted average price per front foot. As such, our conclusion of lot prices is reasonable.

**Absorption Analysis**

To determine when builders will purchase the subject lots, we projected how long it will take to sell homes on the 285 lots. To do this we applied an absorption analysis.

In an attempt to project the demand for single family residential, we first used demographic data from STDB Online and the United States Census Bureau to create a population model.

STDB shows the 2022 population for the neighborhood to be 60,588. STDB shows the 2027 population projection for the neighborhood at 72,568. The compounded annual growth rate is 3.67%.

The STDB shows owner occupied housing units account for 78.7% of the total number of housing units. At that time the average household size was 3.68 persons.

With the above information we are now able to estimate the new demand for single family housing.

1. STDB shows an annual population growth rate of 3.67%. The number of households is projected to have an annual growth rate of 4.0%. There are numerous relatively new subdivisions in the area. Home prices in the area are affordable. We project the annual growth rate in the area to exceed the 4.0%.
2. We calculated the annual change in population by deducting the previous year's population from the current year's population.
3. We divided the projected new population by the persons per household (3.68) to give a new demand for households.
4. We applied the ratio of the population living in single family residences (78.7%) to the change in population. We used a rate greater than reported by STDB (80%).

The results of our demand analysis are as follows:

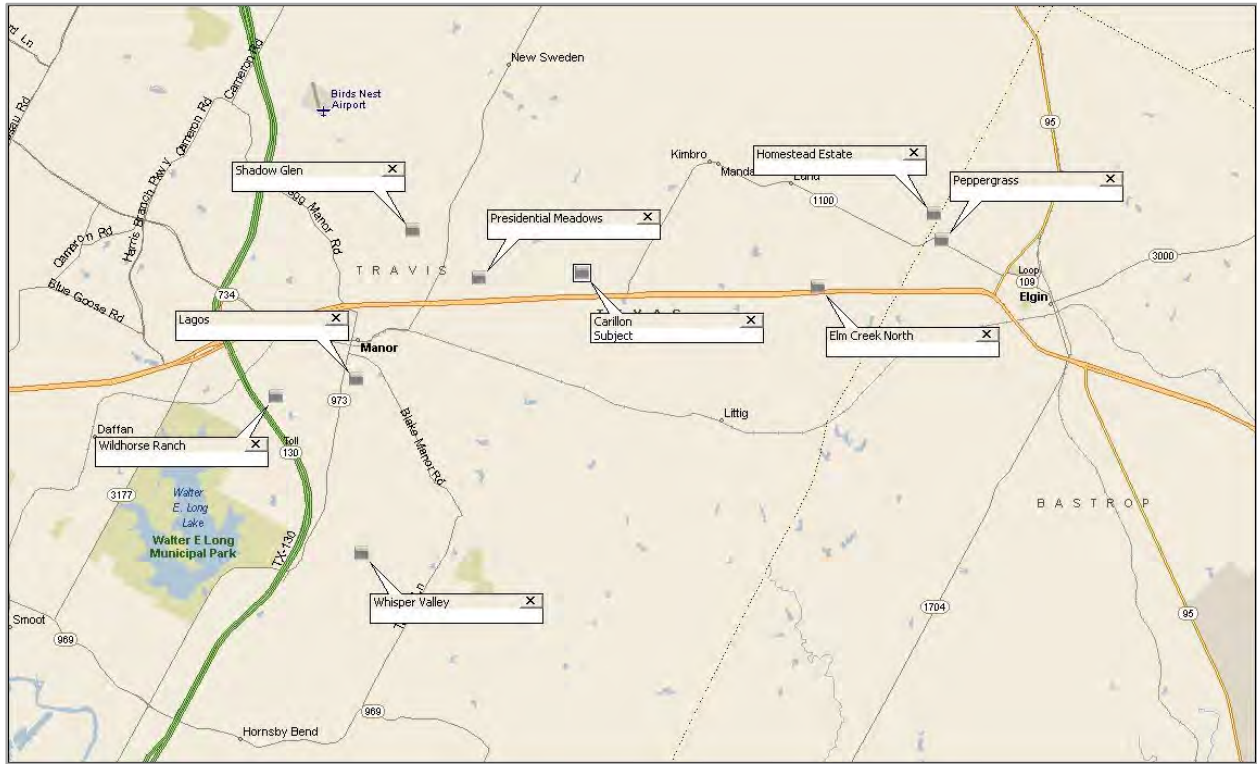
Year	2022	2023	2024	2025	2026	2027
Population	60,588	63,012	65,532	68,153	70,879	73,714
Change in Population	NA	2,424	2,520	2,621	2,726	2,835
Persons per Household	3.68	3.68	3.68	3.68	3.68	3.68
New Demand for Households	NA	659	685	712	741	770
Population Ration in SFR	80.0%	80.0%	80.0%	80.0%	80.0%	80.0%
New Demand for SFR	NA	527	548	570	593	616
New Demand for SFR per Quarter	NA	131.8	137.0	142.5	148.3	154.0

This model projects the 2023 demand for new SFRs in the market area to be 527. Over the next five years, the demand for new homes will be 2,854. The average quarterly new demand over this five year period is 142.7.

Per data from Zonda, quarterly home closings in the subject's submarket in 2022, ranged from 158 to 664; the mean was 339. The mean number of closings is substantially greater than the average derived in the population model.

In our opinion, homes are mostly being bought in this price range from persons moving to the subject's area. These home buyers moving from other areas likely have MHI less than shown in our analysis. This in migration is reason for a significant increase in the market's population and demand for new homes.

We analyzed absorption and identified nearby subdivisions that we believe will compete with the subject. We selected these subdivisions based on the price range of homes being built, proximity to the subject, and lot size. All are production developments.



Community	School District	Builder	Lot Size	Current Base Home Pricing	Total Sales 2022 (1Q to 4Q)	Average Monthly Sales 2022 (1Q to 4Q)
Carillon -- Subject	Manor	DR Horton, Gehan, Richmond	50'	\$396,400	235	19.6
Elm Creek North	Elgin	Lennar	40'	\$291,990	47	3.9
		Lennar	50'	\$312,590	15	1.7 (9 mos.)
Lagos	Manor	Ashton Woods	50'	\$396,847	41	4.6 (9 mos.)
Homestead Estates	Elgin	LGI	50'	\$337,900	132	11.0
Peppergrass	Elgin	DR Horton	40'	\$333,000	92	7.7
Presidential Meadows	Manor	KB Home	40'	\$348,412	87	7.3
		KB Home	50'	Currently N/A	25	4.2 (6 mos.)
Wildhorse	Manor	Pulte	40'	\$442,190	28	2.3
		Pulte	50'	Currently N/A	28	2.3
Shadow Glen	Manor	Meritage	45'	\$367,561	47	5.2 (9 mos.)
		Meritage	50'	\$417,133	19	3.2 (6 mos.)
		Gehan	50'	\$295 - \$428K	34	3.8 (9 mos.)
Whisper Valley	Manor	Pacesetter	30'	\$377,500	38	3.2
		GFO	50'	\$454,990	18	2.0 (9 mos.)
		Terrata	50'	\$530,900	24	2.7 (9 mos.)

Sales of homes in 2022 in the area varied widely from 1.7 to 11.0 homes per month per builder. The mean and median has been 4.3 and 3.8, respectively.

Most (73%) of the subject lots are under contract to three builders. Of this total, 97 have closed. The subject's contract calls for the builders to close the lots on a takedown structure of 15 lots each per quarter for DR Horton and Brightland/Gehan Chesmar's quarterly takedown structure is 12 lots. Initial takedowns per contracts are 15 and 20 lots.

Based on the population model, absorption from competing communities and the closing schedule in the subject’s pending contracts, it is our opinion that all of the subject lots can be sold in one year. Continental Homes of Texas (DR Horton) has two takedown contracts for Manor Heights, Phase 3 lots. Chesmar and Brightland (Gehan) have one takedown contract each.

Each of DR Horton’s contracts have takedown structures of 15 initial lots and 15 lots per quarter. One contract started at the end of 2021. The other contract has not had the initial takedown; expected June 2023.

Brightland’s takedown structures is 20 initial lots, then 15 lots per quarter.

Chesmar’s structure is 20 initial lots, with 12 lots per quarter. All of the Chesmar’s lots are 60’.

Forestar is nearing an agreement for most of the lots not under contract. Because negotiations are on-going, details are not available for publication.

We used the following absorption schedule in our DCF model:

**Manor Heights -- IA #3**

Quarter	Absorption
0	60
1	60
2	60
3	60
4	45

**Expense Analysis**

In estimating the market value of the subject subdivision upon completion, both selling and holding expenses during the sell-out must be deducted from the gross sales proceeds received from the lots. These costs include real estate taxes, sale commissions, and closing costs. The following is a brief discussion of these expenses.

The SAP requires PID annual installments to repay the PID bonds. The developer is responsible for payment of PID installment payments for unsold lots. The developer is selling the lots in bulk to multiple homebuilders. Builders will in-turn build and sell houses to homeowners. Ultimately the annual installments becomes the homeowner’s responsibility.

**Real Estate Taxes**

The taxing jurisdictions along with their 2022 tax rates are summarized in the table below.

<b>Taxing Authority</b>	<b>2022 Tax Rate</b>
Austin Community College	\$0.09870
Travis County	\$0.31820
Travis County Healthcare	\$0.09868
City of Manor	\$0.74700
Manor Heights PID -- IA #3	\$0.32980
Travis County ESD #12	\$0.10000
<b>Sub-Total Without School Tax Rate</b>	<b>\$1.69238</b>
Elgin ISD	\$1.41110
Manor ISD	\$1.35200
<b>Total With Average School Tax Rate</b>	<b>\$3.07393</b>

Some of the subject lots are in Manor ISD and some are in Elgin ISD. We show both school district tax rates and applied an average when calculating property taxes.

We projected an appraised value per lot (for tax purposes) of \$25,000. This value is consistent with what Travis Central Appraisal District appraises unsold lots in the new communities in the area. The following table summarizes this information:

The projected taxes per lot, per quarter for the existing lots are as follows:

Projected Appraised Value per Lot	\$25,000
Annual Taxes	\$768
Quarterly Taxes	\$192

At the closing of each takedown, the lot buyer will be responsible for reimbursing the seller the pro-rata share of taxes. We applied the taxes per quarter, per takedown to the number of unsold takedowns.

Tax rates in Travis County have been fairly stable in recent years. As such, we did not increase taxes in our cash flows.

**Closing and Holding Costs**

We estimated the closing costs and lot maintenance at 0.5% of the sales price. We used 0.5% of sales revenues for the subject lots. This accounts for closing costs, maintenance costs, and any miscellaneous costs.

The subject’s holding expense and sales costs are as follows:

**Manor Heights -- IA #3**

Quarter	Sales	Taxes	Total
0	\$28,911	\$48,960	\$77,871
1	\$29,417	\$37,440	\$66,857
2	\$29,932	\$25,920	\$55,852
3	\$30,455	\$14,400	\$44,855
4	\$23,241	\$4,320	\$27,561
Totals	\$141,956	\$131,040	\$272,996

**Appreciation**

The subject’s contract calls for an annual lot price increase of 7.0%. We used an annual appreciation rate of 7% (1.75% per quarter).

**Financing Assumptions**

Our discounted cash flow analysis has been run with an all-cash scenario so that the unleveraged value of the subject can be estimated.

**Required Return**

Developers and lenders typically fall into two categories as they attempt to quantify an appropriate return that would induce them to invest in a project. In our discussions with developers, a common rule of thumb is that they require a 20% to 30% internal rate of return on their net proceeds of development. This 20% to 30% return covers both their cost of capital expenses and their required profit margin. Alternatively, some developers and lenders break out these two components and run a cash flow deducting for both the cost of capital (equity yield rate) and the required developer’s profit. Obviously, the required returns and rates would differ given the risks inherent in a project and the amount of leverage the owner proposes to undertake.

In our experience, developers typically require an internal rate of return (IRR) of 20% to 30% for proposed subdivisions and 15% to 25% for additional phases of existing subdivision. PwC’s Fourth Quarter 2022 survey shows a range of IRRs for developed land of 12.0% to 30.0% with a mean of 18.7%. The mean for the Second Quarter 2022 was 17.20%.

In our opinion, a discount rate slightly less than the national average is reasonable. Austin’s housing market has been very strong and the subject is a subsequent phase in a successful community. Furthermore, not only do all of the subject lots currently exist, 208 are under contract, and negotiations to put most of the remaining lots under contract. All of these factors help mitigate risk. As such, we applied a discount rate of 15%.



**Explanation of the Discounted Cash Flow Model**

Our DCF analysis is based on an estimated required IRR of 15%. The discounted sum of these periodic cash flows provides an estimate of the present value of the subject.

The following summarizes our discounted cash flow for the subject.

**Manor Heights -- IA #3**

<i>Quarter</i>	<i>0</i>	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>
Current Unit Price	\$96,370	\$96,370	\$98,056	\$99,772	\$101,518
Price Escalator	0.00%	1.75%	1.75%	1.75%	1.75%
Future Unit Price	\$96,370	\$98,056	\$99,772	\$101,518	\$103,295
Units Sold per Quarter	60	60	60	60	45
Unit Sales Revenue	\$5,782,200	\$5,883,360	\$5,986,320	\$6,091,080	\$4,648,275
Sales Expense	\$28,911	\$29,417	\$29,932	\$30,455	\$23,241
Taxes on Unsold Units	\$48,960	\$37,440	\$25,920	\$14,400	\$4,320
Total Holding and Sales Expenses	\$77,871	\$66,857	\$55,852	\$44,855	\$27,561
Net Sales Revenue	\$5,704,329	\$5,816,503	\$5,930,468	\$6,046,225	\$4,620,714
Discount Factor	1.000000	0.963855	0.929017	0.895438	0.863073
Present Value per Quarter	\$5,704,329	\$5,606,265	\$5,509,506	\$5,414,020	\$3,988,013
<b>Present Value</b>	<b>\$26,222,133</b>				
<b>Rounded to</b>	<b>\$26,200,000</b>				

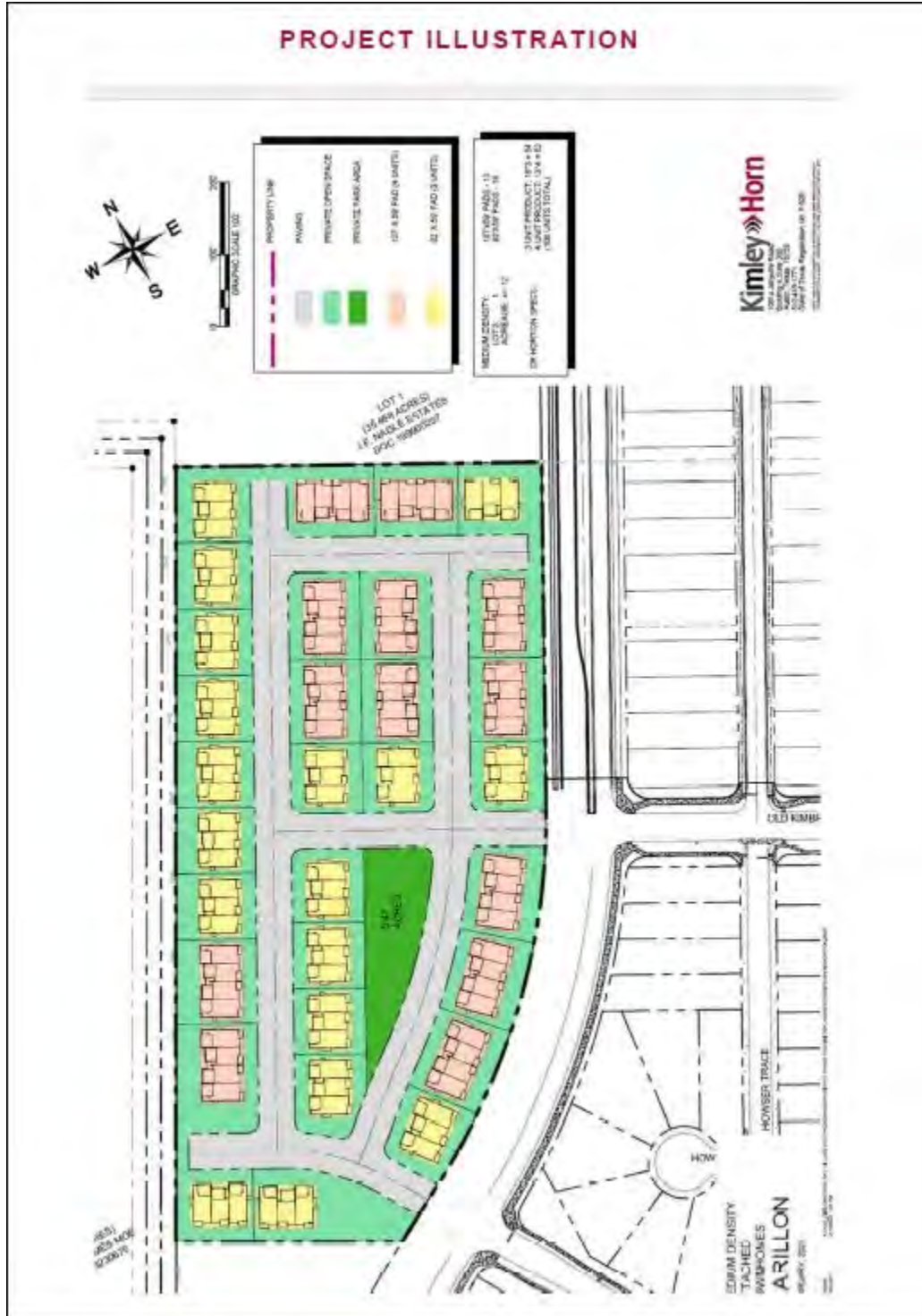
**Bulk Purchase of 285 Finished Lots**

Our opinion of value of the planned single family residential paper lots as though sold in bulk to a single buyer is as follows:

**\$26,200,000**

### APPRAISAL OF 11.845 ACRE LOT

We used the Sales Comparison Approach to appraise the subject's 11.845 acre lot. This lot is located along the west side of Old Kimbro Road. The lot is in Phase 2; however, it is in the PID Improvement Area #3. The following is the Project Illustration:



The density of this project is 8.96 units per acre.

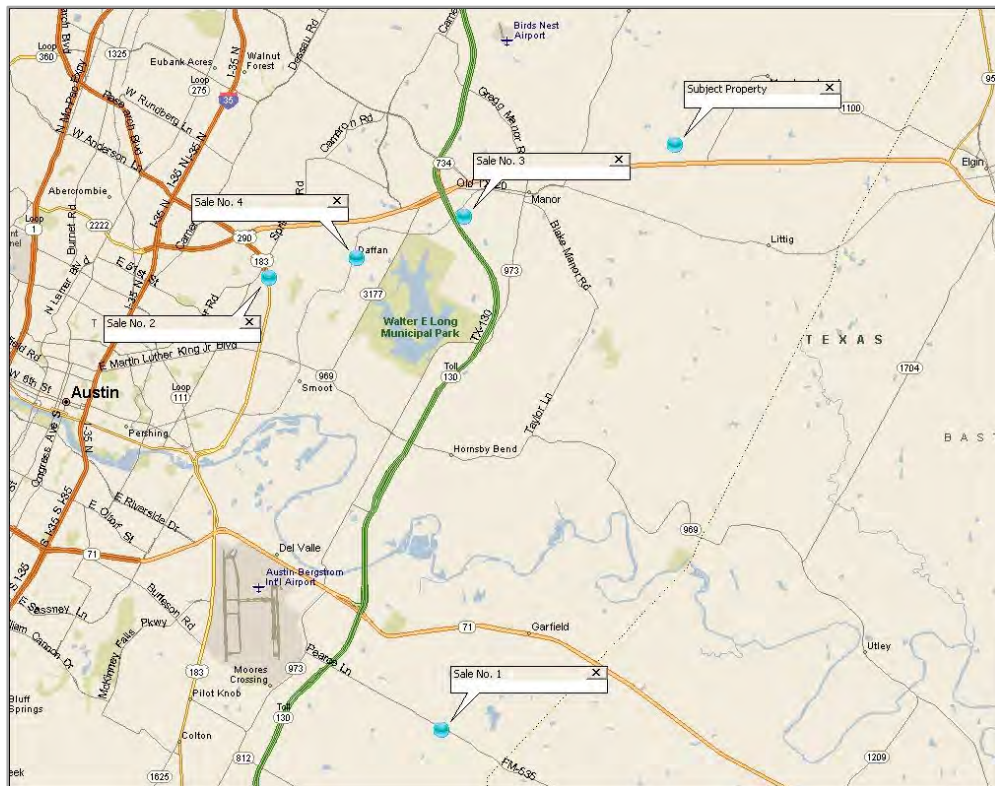
We used four comparable land sales, purchased for the development of apartment complexes. These properties have densities ranging from 22.28 to 29.70 units per acre. The difference in densities between the subject and the comparables is significant. However, the difference is partially mitigated by the fact that build to rent units are much larger than apartment units. If compared on an FAR (floor area ratio) basis, the data would be more similar.

We used the price per square foot of land in our appraisal.

Below is a summary of the comparable sales used in our appraisal with a map showing the locations of the properties. Data sheets of the comparable sales are in the Addenda.

**Comparable Land Sales**

Comparable No.	1	2	3	4
Location	SEC of Sun Chase Pkwy & Pearce Ln	7009 Ed Bluestein Blvd	SEQ of US 290 & SH 130	7500 Daffan Ln
Date of Sale	03/23/22	04/01/22	01/21/21	10/14/22
Land Area -- Acres	15.259	9.090	13.380	9.446
Corner	Yes	No	No	No
Utilities	All available	All available	All available	Available, lift station needed
Floodplain %	None	None	None	None
Sales Price	\$5,115,000	\$3,300,000	\$4,371,279	\$3,700,000
Sales Price/SF of Land	\$7.70	\$8.33	\$7.50	\$8.99
Intended Use	Apartments	Apartments	Apartments	Apartments



**Discussion of Comparable Sales’ Adjustments**

The following paragraphs offer analyses of various characteristics that impact value and/or prices.

In the following pages we will discuss the basis for our ratings of these comparables as well as the reasoning for the specific adjustments applied to them. Below is a summary of the ratings for the various attributes adjusted for in this analysis.

Comparable No.	1	2	3	4
Adjusted Sale Price/SF	\$7.70	\$8.33	\$7.50	\$8.99
Date of Sale	03/23/22	04/01/22	01/21/21	10/14/22
No. of Months Since Sale	13	12	27	6
Condition of Sale	Similar (3.0)	Similar (3.0)	Similar (3.0)	Similar (3.0)
Overall	Similar (3.0)	Slightly Superior (4.0)	Slightly Superior (4.0)	Slightly Superior (4.0)

**Property Rights**

We are appraising the subject’s fee simple interest. All of the comparables transferred fee simple interests. As such, no adjustment is necessary.

**Financing**

The market value definition used in this appraisal specifically states that value is predicated on cash or its equivalent. Comparables were reported as being cash sales with the purchaser obtaining third party financing, owner financing that was equivalent to market rate and terms, or the sales were adjusted to a cash equivalency when below market terms were disclosed. The sales prices utilized in the analysis are the cash or determined cash equivalent prices. As such, no adjustment is necessary.

**Condition of Sale**

All of the comparable sales are arm’s length transactions. Therefore, adjustments are not necessary.

**Market Conditions (Time)**

The comparable sales that we presented in this analysis occurred within the past six to 27 months.

We analyzed average Class A apartment rent per square foot from the Austin-Round Rock MSA. The source of this data is Austin Investor Interests. The following table shows the quarter over quarter rent per square foot since First Quarter 2019 and the percentage change in rents.

Apartment Rents		
Period	Average Rent/SF	Percentage Change
1Q19	\$1.47	--
1Q20	\$1.55	5.4%
1Q21	\$1.54	-0.6%
1Q22	\$1.93	25.3%
1Q23	\$1.95	1.0%

As can be seen, the percentage changes have been drastic with nominal changes between 2020 and 2021 and 2022 and 2023, and an extreme increase between 2021 and 2022.

We concluded with a monthly market conditions adjustment of 1.0%. However, we only applied this adjustment for the difference in time between the date of sale and **April 1, 2022**. After April 1, 2022, we did not apply an adjustment.

**Overall**

We were unable to isolate pairings for individual adjustments. As such, we compared the comparable to the subject on an overall basis.

Real estate prices/values per square foot tend to vary inversely with size. We considered the size of properties when making comparisons.

Corner located sites tend to have greater prices/values per square foot than an otherwise similar site. We considered corner influence when rating the comparables.

The following table summarizes the comparables’ influences and our ratings.

Sale No.	Location	Land Area (Acres)	Corner	Comments	Ratings
1	SEC of Sun Chase Pkwy & Pearce Ln	15.259	Yes	Eastern most location of the sale properties, somewhat remote; similar size; corner location	Similar (3.0)
2	7009 Ed Bluestein Blvd	9.09	No	Western most location of the sale properties, closest to Austin CBD; similar size; interior location	Slightly Superior (4.0)
3	SEQ of US 290 & SH 130	13.38	No	Located near US 290, SH 130 & Parmer Ln; similar size; interior location	Slightly Superior (4.0)
4	7500 Daffan Ln	9.446	No	Located near US 290, SH 130 & US 183; similar size; interior location	Slightly Superior (4.0)
Subject	West side of Old Kimbro Rd	11.845	No	Eastern most property; interior location	--

We used the following pairing to help derive adjustment for location.

	2	3	4
Adjusted Balance Per SF - Sale Nos. 2/3/4	\$8.33	\$8.63	\$8.99
Adjusted Balance Per SF - Sale No. 1	\$7.78	\$7.78	\$7.78
Difference	\$0.55	\$0.85	\$1.21
Divided by Appropriate Base	\$7.78	\$7.78	\$7.78
Percentage Difference	7.07%	10.93%	15.55%
Percentage Difference per Point	7.07%	10.93%	15.55%

From these pairings, we concluded with an adjustment per point of 10%. The corresponding downward adjustment for one point of difference equates to -9%.

**Sales Comparison Approach**

Included below is the summary adjustment grid that displays the percentage adjustments applied to the comparable sales for the various factors considered pertinent in the application of the Sales Comparison Approach.

Comparable No.	1	2	3	4
<b>Adjusted Sale Price/SF</b>	<b>\$7.70</b>	<b>\$8.33</b>	<b>\$7.50</b>	<b>\$8.99</b>
Condition of Sale	Similar (3.0)	Similar (3.0)	Similar (3.0)	Similar (3.0)
Adjustment	0%	0%	0%	0%
<b>Adjusted Balance</b>	<b>\$7.70</b>	<b>\$8.33</b>	<b>\$7.50</b>	<b>\$8.99</b>
Date of Sale	03/23/22	04/01/22	01/21/21	10/14/22
Market Conditions - No. of Mos.	13	12	27	6
Market Conditions	1.0%	0.0%	15.0%	0.0%
<b>Adjusted Balance</b>	<b>\$7.78</b>	<b>\$8.33</b>	<b>\$8.63</b>	<b>\$8.99</b>
Overall	Similar (3.0)	Slightly Superior (4.0)	Slightly Superior (4.0)	Slightly Superior (4.0)
Adjustment	0%	-9%	-9%	-9%
<b>Adjusted Balance</b>	<b>\$7.78</b>	<b>\$7.58</b>	<b>\$7.85</b>	<b>\$8.18</b>

Prior to adjusting the sales prices of the comparables, the per unit prices ranged from \$7.50 to \$8.99 per square foot of land area, a difference of 19.87%.

After applying adjustments to the sales prices per square foot of the comparables, the indicated values of the comparables ranged from \$7.58 to \$8.18, a difference of 7.92%. The mean and median values are \$7.85 and \$7.82 per square foot, respectively.

Based upon the adjusted sales, we concluded to an opinion of market value of the subject site’s fee simple interest of \$7.80 per square foot of land area. Our opinion of market value is as follows:

$$515,968 \text{ SF} \times \$7.80/\text{SF} = \$4,024,550$$

**Say: \$4,000,000**

Our opinion of market value of this site is slightly greater than what Forestar sold the site for and the amount of funding for the horizontal infrastructure. Now the infrastructure is in place, which adds some value.

**CONCLUSION**

Our opinion of market value of the subject, considering the Hypothetical Conditions, are as follows:

Market Value 285 Residential Lots	\$26,200,000
Market Value 11.845 Acre "Condo Site"	\$ 4,000,000
<b>Total Market Value</b>	<b>\$30,200,000</b>



## CERTIFICATION

We certify, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
4. We have not performed services, as appraisers or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. Our analyses, opinions, and conclusion were developed and this report has been prepared in conformity with the *Uniform Standards of Professional Appraisal Practice*.
9. Chad Goddard, MAI and Eldon Y. Rude, MAI have made a personal inspection of the property that is the subject of this report.
10. No one provided significant real property appraisal assistance to the persons signing this certification.
11. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

13. As of the date of this report, Chad Goddard, MAI and Eldon Y. Rude, MAI have completed the continuing education program for Designated Members of the Appraisal Institute.

Chad Goddard, MAI  
State Certified General Real Estate Appraiser  
No. TX-1320546-G

Eldon Y. Rude, MAI  
State Certified General Real Estate Appraiser  
No. TX-1320841-G

## QUALIFICATIONS OF CHAD GODDARD, MAI

### Association Memberships

Member Appraisal Institute (MAI), Appraisal Institute - Certificate No. 11,771  
State of Texas Certified General Real Estate Appraiser, Certificate No. TX-1320546-G  
State of Texas Broker, License No. 0373990

### Educational Background

Graduated from the University of Texas at San Antonio in May 1985, with a B.A. Degree in Economics.

Successfully completed the following courses or respective exam equivalent sponsored by the American Institute of Real Estate Appraisers.

- Real Estate Appraisal Principals -- 1A-1
- Basic Valuation Procedures -- 1A-2
- Capitalization Theory and Techniques, Part A -- 1B-A
- Capitalization Theory and Techniques, Part B -- 1B-B
- Case Studies in Real Estate Valuation -- 2-1
- Report Writing & Valuation Analysis -- 2-2
- Standards of Professional Practice -- 2-3
- Separating Real and Personal Property Intangible Business Assets C 800

### Experience

Senior Appraiser, 12/95 to present, The Aegis Group, Inc., 9430 Research Boulevard, Echelon Building II, Suite 150, Austin, Texas 78759

Appraiser/owner, 10/93 to 12/95, of Goddard Realty Analysts, The Scarbrough Building, 101 West Sixth Street, Suite 507, Austin, Texas 78701

Staff appraiser, 7/92 to 6/93, Southwest Property Consultants, 9171 Capital of Texas Highway North, Suite B-250, Austin, Texas 78759

Staff appraiser, 8/87 to 7/92, Joseph N. Woller & Company, 714 Milam Building, San Antonio, Texas 78205

Staff appraiser, 6/85 to 8/87, Binford, Woller & Associates, 610 Milam Building, San Antonio, Texas 78205

Qualified as appraisal expert witness in State Court and County Court.

**QUALIFICATIONS OF ELDON Y. RUDE, MAI**

Eldon Y. Rude, MAI is the principal of The Aegis Group, Inc., a commercial real estate appraisal and consulting firm founded in 1987. Eldon is also the principal of 360° Real Estate Analytics, a research based real estate consulting firm he founded in 2013. He has worked in real estate in Texas for over 30 years, starting his career in commercial real estate appraisal where he gained an understanding of the factors which impact the supply and demand for commercial property types including office, industrial and retail, as well as single and multi-family housing.

Since 1996, Eldon’s primary focus has been the new home sector where he provides market analysis and advisory services to home builders, land developers, banks, and equity investors. Over the last 23 years Eldon aided area builders and developers in their acquisition process for thousands of single-family lots which now serve as homes for new residents of central Texas.

**Formal Education**

University of Texas at Austin - Bachelor of Business Administration in Finance

**Appraisal Education**

Mr. Rude completed and passed all the courses, examinations and other requirements necessary to earn the MAI designation.

**Professional Experience**

The Aegis Group, Inc - Principal	August 2019 - Present
360° Real Estate Analytics – Principal	August 2013 - Present
Metrostudy - Director, Central Texas Region	July 1996 - January 2013
The Aegis Group, Inc. - Partner, Commercial Appraiser	1987 - 1996
R. Robinson & Associates - Commercial Appraiser	1985 - 1987

**Professional Designations/Licenses**

Appraisal Institute (Member) MAI Certificate No. 8479  
 Texas State Certified General Real Estate Appraiser-Certificate No. TX-1320841-G

**Industry Organizations & Activities**

Urban Land Institute Austin - member; previously chaired Membership and Programs Committee Advisory Board  
 Home Builders Association of Greater Austin - member; currently serving on the Finance Committee

**Keynote Speaker / Moderator**

Appraisal Institute Austin Chapter  
 Austin Commercial Real Estate Society  
 Austin Mortgage Bankers Association  
 Austin Risk Management Association  
 Commercial Real Estate Women of Austin  
 Home Builders Association of Greater Austin Annual Economic & Housing Forecast (17 Years)  
 New Braunfels Builders Association  
 Real Estate Council of Austin  
 Round Rock Chamber of Commerce  
 Texas Association of Builders  
 Urban Land Institute Austin  
 Other local and state industry organizations and conferences

**ADDENDA**

**MANOR HEIGHTS IMPROVEMENT AREA #3 PUBLIC  
IMPROVEMENT DISTRICT PRELIMINARY SERVICE AND  
ASSESSMENT PLAN – MARCH 30, 2023**

# Manor Heights Public Improvement District

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AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN  
MARCH 30, 2023



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## INTRODUCTION

Capitalized terms used in this Amended and Restated Service and Assessment Plan shall have the meanings given to them in **Section I** unless otherwise defined in this 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 Amended and Restated Service and Assessment Plan, or an Exhibit attached to and made a part of this Amended and Restated Service and Assessment Plan for all purposes.

On November 7, 2018, the City passed and approved Resolution No. 2018-10 authorizing the creation of the District in accordance with the PID Act, which authorization was effective upon publication as required by the then-effective provisions of the PID Act. On October 7, 2020, the City authorized additional land to be included within the District pursuant to Resolution No. 2020-11. The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 602.9 acres located within the City, as described by metes and bounds on **Exhibit A-1** and depicted on **Exhibit B-1**.

On May 5<sup>th</sup>, 2021, the City Council passed and approved Ordinance No. 609 authorizing the levy of Assessments on Assessed Property within the District and approving the Original Service and Assessment Plan for the District.

On August 17<sup>th</sup>, 2022, the City Council passed and approved Ordinance No. 668 which approved the 2022 Annual Service Plan update as well as updating 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 Amended and Restated Service and Assessment Plan, which serves to amend and restate the Original Service and Assessment Plan in its entirety for the purposes of (1) levying Improvement Area #3 Assessments, (2) incorporating provisions relating to the City’s issuance of the Improvement Area #3 Bonds, and (3) updating the Assessment Roll.

The PID Act requires a Service Plan for the District. The Service Plan is contained in **Section IV**.

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

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

Improvements. The Improvement Area #1 Assessment Roll is included as **Exhibit F**. The Improvement Area #2 Assessment Roll is included as **Exhibit H**. The Improvement Area #3 Assessment Roll is included as **Exhibit J**. The Major Improvement Area Assessment Roll is included as **Exhibit L**.

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## SECTION I: DEFINITIONS

**“2022 Annual Service Plan Update”** means the 2022 Annual Service Plan Updated passed and approved by the City Council on August 17<sup>th</sup>, 2022.

**“Amended and Restated Service and Assessment Plan”** means this Amended and Restated Service and Assessment Plan passed and approved by the City Council on \_\_\_\_, \_\_\_\_, 2023 by Ordinance No. \_\_\_\_\_, which serves to amend and restate the Original Service and Assessment Plan in its entirety for the purposes of (1) levying the Improvement Area #3 Assessments, (2) incorporating provisions relating to the City’s issuance of the Improvement Area #3 Bonds, and (3) updating the Assessment Rolls.

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

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

**“Additional Interest Rate”** means the 0.50% additional interest charged on Assessments securing PID Bonds pursuant to Section 372.018 of the PID Act.

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

**“Annual Collection Costs”** means the actual or budgeted costs and expenses for: (1) the Administrator and City staff; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with

respect to Assessments and Annual Installments; (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (5) issuing, paying, and redeeming PID Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with this Amended and Restated Service and Assessment Plan and the Act with respect to the issuance and sale of PID Bonds, including continuing disclosure requirements; and (8) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

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

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

**“Appraisal District”** means Travis Central Appraisal District.

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

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

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

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

**“Assessment Roll”** means one or more assessment rolls for the Assessed Property within the District, as updated, modified or amended from time to time in accordance with the procedures set forth herein, and in the PID Act, including any Annual Service Plan Updates. The Improvement Area #1 Assessment Roll is included as **Exhibit F**. The Improvement Area #2 Assessment Roll is included as **Exhibit H**. The Improvement Area #3 Assessment Roll is included at **Exhibit J**. The Major Improvement Area Assessment Roll is included as **Exhibit L**.

**“Authorized Improvements”** means improvements authorized by Section 372.003 of the PID Act as described in **Section III** and **Exhibit C** and depicted on **Exhibit P**.

**“Bond Issuance Costs”** means the costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs,

publication costs, City costs, capitalized interest, reserve fund requirements, underwriter's discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

**"City"** means the City of Manor, Texas.

**"City Council"** means the governing body of the City.

**"County"** means Travis County, Texas.

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

**"Developer"** means Forestar (USA) Real Estate Group Inc., and any successor and assigns.

**"District"** means the Manor Heights Public Improvement District containing approximately 602.9 acres located within the City and shown on **Exhibit B-1** and more specifically described in **Exhibit A-1**.

**"District Formation Expenses"** means the costs associated with forming the District, including but not limited to 1st year District administration reserves, and any other cost or expense directly associated with the establishment of the District.

**"Estimated Buildout Value"** means the estimated buildout value of an Assessed Property at the time Assessments are levied, and shall be determined by the Administrator and confirmed by the City Council by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other information that may impact value.

**"Improvement Area #1"** means approximately 127.37 acres located within the District, as shown on **Exhibit B-2** and more specifically described in **Exhibit A-2**.

**"Improvement Area #1-2 Bonds"** means those certain "City of Manor, Texas, Special Assessment Revenue Bonds, Series 2021 (Manor Heights Public Improvement District Improvement Area #1-2 Project)", that are secured by Improvement Area #1 Assessments and Improvement Area #2 Assessments.

**"Improvement Area #1 Annual Installment"** means the annual installment payment of the Improvement Area #1 Assessment as calculated by the Administrator and approved by the City

Council that includes: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest.

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

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

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

**“Improvement Area #1 Improvements”** means those Authorized Improvements that only benefit Improvement Area #1, more specifically described in **Section III.B**, and which are to be financed with the proceeds of the Improvement Area #1-2 Bonds.

**“Improvement Area #1 Projects”** means the Improvement Area #1 Improvements and Improvement Area #1’s allocable share of the Major Improvements.

**“Improvement Area #2”** means approximately 91.81 acres located within the District, as shown on **Exhibit B-3** and more specifically described in **Exhibit A-3**.

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

**“Improvement Area #2 Assessed Property”** means any Parcel within Improvement Area #2 against which an Improvement Area #2 Assessment is levied.

**“Improvement Area #2 Assessment”** means an Assessment levied against Improvement Area #2 Assessed Property and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #2 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

**“Improvement Area #2 Assessment Roll”** means the Assessment Roll for the Improvement Area #2 Assessed Property and included in this 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.

**“Improvement Area #2 Improvements”** means those Authorized Improvements that only benefit Improvement Area #2, and more specifically described in **Section III.C**, and which are to be financed with the proceeds of the Improvement Area #1-2 Bonds.

**“Improvement Area #2 Projects”** means the Improvement Area #2 Improvements and Improvement Area #2’s allocable share of the Major Improvements.

**“Improvement Area #3”** means approximately 159.04 acres located within the District, as shown on **Exhibit B-4** and more specifically described in **Exhibit A-4**.

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

**“Improvement Area #3 Assessed Property”** means any Parcel within Improvement Area #3 against which an Improvement Area #3 Assessment is levied.

**“Improvement Area #3 Assessment”** means an Assessment levied against Improvement Area #3 Assessed Property and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #3 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

**“Improvement Area #3 Assessment Roll”** means the Assessment Roll for the Improvement Area #3 Assessed Property and included in this Amended and Restated Service and Assessment Plan as **Exhibit J**, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

**“Improvement Area #3 Bonds”** means those certain “City of Manor, Texas, Special Assessment Revenue Bonds, Series 2023 (Manor Heights Public Improvement District Improvement Area #3 Project)”, that are secured by Improvement Area #3 Assessments.



**“Improvement Area #3 Condo Parcel”** means all of the area within Improvement Area #3 that is intended to be developed into 106 condominium units, consisting of tax ID 958418 as shown on **Exhibit B-6**.

**“Improvement Area #3 Improvements”** means those Authorized Improvements that only benefit Improvement Area #3, more specifically described in **Section III.D**, and which are to be financed with the proceeds of the Improvement Area #3 Bonds.

**“Improvement Area #3 Projects”** means the Improvement Area #3 Improvements and Improvement Area #3’s allocable share of the Major Improvements.

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

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

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

**“Lot Type 1”** means a Lot within Improvement Area #1 designated as a 50’ single-family residential lot by the Owner, as shown on the map attached as **Exhibit O**.

**“Lot Type 2”** means a Lot within Improvement Area #2 designated as a 50’ single-family residential lot by the Owner, as shown on the map attached as **Exhibit O**.

**“Lot Type 3”** means a Lot within Improvement Area #2 designated as a 55’ single-family residential lot by the Owner, as shown on the map attached as **Exhibit O**.

**“Lot Type 4”** means a Lot within Improvement Area #3 designated as a 50’ single-family residential lot by the Owner, as shown on the map attached as **Exhibit O**.

**“Lot Type 5”** means a Lot within Improvement Area #3 designated as a 55’ single-family residential lot by the Owner, as shown on the map attached as **Exhibit O**.

**“Lot Type 6”** means a Lot within Improvement Area #3 designated as a 60’ single-family residential lot by the Owner, as shown on the map attached as **Exhibit O**.

**“Lot Type 7”** means a Lot within Improvement Area #3 designated as a condominium residential lot by the Owner.

**“Major Improvement Area”** means approximately 383.102 acres located within the District, as shown on **Exhibit B-5** and more specifically described in **Exhibit A-5**.

**“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 Amended and Restated Service and Assessment Plan as **Exhibit L**, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

**“Major Improvement Area Bonds”** means those certain “City of Manor, Texas, Special Assessment Revenue Bonds, Series 2021 (Manor Heights Public Improvement District Major Improvement Area Project).”

**“Major Improvement Area Projects”** means Major Improvement Area’s allocable share of the Major Improvements, District Formation Expenses and Bond Issuance Costs.

**“Major Improvement Area Remainder Parcel”** means all of the area within the Major Improvement Area, save and except all property within Improvement Area #3. Until a plat has been recorded on a property ID within the Major Improvement Area Remainder Parcel, the Major Improvement Area Annual Installment will be allocated to each property ID within the Major

Improvement Area Remainder Parcel based on the Travis Central Appraisal District acreage for billing purposes only.

**“Major Improvements”** means the improvements and associated soft costs that benefit the entire District, and are more specifically described in **Section III.A**.

**“Maximum Assessment”** means, for each Lot within Improvement Area #1, Improvement Area #2 and Improvement Area #3, the amount shown for each Lot Type on **Exhibit N**. The Maximum Assessment shall be reduced annually by the principal portion of the Annual Installment.

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

**“Original Service and Assessment Plan”** means the Service and Assessment Plan passed and approved by City Council on May 5<sup>th</sup>, 2021, by Ordinance No. 609, which levied Assessments on Assessed Property within the District and approved the Assessment Roll.

**“Owner”** means either Forestar (USA) Real Estate Group Inc., RHOF, LLC or Continental Homes of Texas, L.P. and any successor and assigns.

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

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

**“PID Bonds”** means bonds issued by the City to finance the Actual Costs of the Authorized Improvements including the Improvement Area #1-2 Bonds, the Improvement Area #3 Bonds, and the Major Improvement Area Bonds.

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

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

**“Property ID”** means a unique number assigned to each Parcel by the Appraisal District.

**“Service and Assessment Plan”** means any Service and Assessment Plan as amended, modified and updated from time to time.

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

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

## SECTION II: THE DISTRICT

The District includes approximately 602.9 contiguous acres located within the corporate limits of the City, as more particularly described by metes and bounds on **Exhibit A-1** and depicted on **Exhibit B-1**. Development of the District is anticipated to include approximately 1,256 single-family units, 404 condos, 68,999 square feet of office space, 17,250 square feet of restaurant space and 150,935 square feet of retail space.

Improvement Area #1 includes approximately 127.37 acres located within the District, as more particularly described by metes and bounds on **Exhibit A-2** and depicted on **Exhibit B-2**. Development of Improvement Area #1 is anticipated to include approximately 264 single-family units.

Improvement Area #2 includes approximately 91.81 acres located within the District, as more particularly described by metes and bounds on **Exhibit A-3** and depicted on **Exhibit B-3**. Development of Improvement Area #2 is anticipated to include approximately 251 single-family units.

Improvement Area #3 includes approximately 159.04 acres located within the District, as more particularly described by metes and bounds on **Exhibit A-4** and depicted on **Exhibit B-4**. Development of Improvement Area #3 is anticipated to include approximately 285 single-family units and 106 condos.

The Major Improvement Area includes approximately 383.102 acres located within the District, as more particularly described by metes and bounds on **Exhibit A-5** and depicted on **Exhibit B-5**. Development of the Major Improvement Area is anticipated to include approximately 741 single-family units, 404 condos, 68,999 square feet of office space, 17,250 square feet of restaurant space and 150,935 square feet of retail space.

## SECTION III: AUTHORIZED IMPROVEMENTS

The City Council, based on information provided by the Owner and their engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the Major Improvements, the Improvement Area #1 Improvements, the Improvement Area #2 Improvements, the Improvement Area #3 Improvements, and District Formation Expenses and Bond Issuance Costs are Authorized Improvements and confer a special benefit on the Assessed Property. The budget for the Authorized Improvements is shown on **Exhibit C**, and maps depicting the Authorized Improvements are shown on **Exhibit P**.

## A. Major Improvements

- *Wastewater Treatment Plant Phase 1*

Improvements designed and constructed in accordance with 30 TAC Chapter 217 Rules with a nominal treatment capacity of 200,000 gallons per day.

- *Roadway*

Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways part of the MAD4 collector roads. All related earthwork, excavation, erosion control, demolition and paving are included.

- *Kimbrow ROW Acquisition*

Improvements including easements needed for relocating the existing Manville water line conflicting with Old Kimbro Road widening.

- *Soft Costs*

Estimated to be 15% of above-described hard costs, inclusive of a 4% construction management fee.

## B. Improvement Area #1 Improvements

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide water service to each Lot within Improvement Area #1.

- *Wastewater*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide wastewater service to each Lot within Improvement Area #1.

- *Drainage*

Improvements including trench excavation and embedment, trench safety, reinforced concrete pipe, manholes, storm outfalls, storm drain inlets, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to ensure proper drainage of the public roadways within Improvement Area #1.

- *Roadway*

Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways, testing, handicapped ramps, and street lights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included to provide roads to each Lot within Improvement Area #1.

- *Trails*

Improvements include approximately 5' wide crushed granite trails along the proposed public parkland to be dedicated to the City.

- *Soft Costs*

Include costs associated with engineering and design of Improvement Area #1 Improvements including permits, fees and fiscals.

### **C. Improvement Area #2 Improvements**

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide water service to each Lot within Improvement Area #2.

- *Wastewater*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide wastewater service to each Lot within Improvement Area #2.

- *Drainage*

Improvements including trench excavation and embedment, trench safety, reinforced concrete pipe, manholes, storm outfalls, storm drain inlets, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to ensure proper drainage of the public roadways within Improvement Area #2.

- *Roadway*

Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways, testing, handicapped ramps, and street lights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included to provide roads to each Lot within Improvement Area #2.

- *Soft Costs*

Include costs associated with engineering and design of Improvement Area #2 Improvements including permits, fees and fiscals.

#### **D. Improvement Area #3 Improvements**

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide water service to each Lot within Improvement Area #3.

- *Wastewater*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide wastewater service to each Lot within Improvement Area #3.

- *Drainage*

Improvements including trench excavation and embedment, trench safety, reinforced concrete pipe, manholes, storm outfalls, storm drain inlets, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to ensure proper drainage of the public roadways within Improvement Area #3.

- *Roadway*

Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways, testing, handicapped ramps, and street lights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included to provide roads to each Lot within Improvement Area #3.

- *Soft Costs*

Include costs associated with engineering and design of Improvement Area #3 Improvements including permits, fees and fiscals.

#### **E. Bond Issuance Costs**

- *Debt Service Reserve Fund*

Equals the amount required to fund a reserve under an applicable Indenture.

- *Capitalized Interest*



Equals the amount of capitalized interest available for payment of interest on PID Bonds as reflected in an applicable Indenture.

- *Underwriter's Discount*

Equals a percentage of the par amount of a particular series of PID Bonds and includes a fee for underwriter's counsel.

- *Cost of Issuance*

Costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

#### **F. District Formation Expenses**

Costs associated with forming the District, including but not limited to 1<sup>st</sup> year District administration reserves, and any other cost or expense directly associated with the establishment of the District.

### **SECTION IV: SERVICE PLAN**

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan must be reviewed and updated, at least annually, and approved by the City Council. **Exhibit D** summarizes the Service Plan for the District.

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

### **SECTION V: ASSESSMENT PLAN**

The PID Act allows the City Council to apportion the costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City Council, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City

Council that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance reasonable classifications and formulas for the apportionment of the cost between the municipality or the City and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

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

#### **A. Assessment Methodology**

The City Council, acting in its legislative capacity based on information provided by the Owner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the Authorized Improvements shall be allocated as follows:

- Major Improvements shall be allocated between the Major Improvement Area, Improvement Area #1, and Improvement Area #2 pro rata based on estimated buildout value, as shown on **Exhibit R**.
- The Improvement Area #1 Improvements were allocated entirely to the Improvement Area #1 Assessed Property.
- The Improvement Area #2 Improvements were allocated entirely to the Improvement Area #2 Assessed Property.
- The Improvement Area #3 Improvements are allocated entirely to the Improvement Area #3 Assessed Property.

#### **B. Assessments**

Improvement Area #1 Assessments were levied on the Improvement Area #1 Assessed Property as shown on the Improvement Area #1 Assessment Roll, attached hereto as **Exhibit F**. The projected Improvement Area #1 Annual Installments are shown on **Exhibit G**, subject to revisions made during any Annual Service Plan Update.

Improvement Area #2 Assessments were levied on the Improvement Area #2 Assessed Property as shown on the Improvement Area #2 Assessment Roll, attached hereto as **Exhibit H**. The projected Improvement Area #2 Annual Installments are shown on **Exhibit I**, subject to revisions made during any Annual Service Plan Update.

Improvement Area #3 Assessments are levied on the Improvement Area #3 Assessed Property as shown on the Improvement Area #3 Assessment Roll, attached hereto as **Exhibit J**. The projected Improvement Area #3 Annual Installments are shown on **Exhibit K-1** and **Exhibit K-2**, subject to revisions made during any Annual Service Plan Update.

Major Improvement Area Assessments were levied on the Major Improvement Area Assessed Property as shown on the Major Improvement Area Assessment Roll, attached hereto as **Exhibit L**. The projected Major Improvement Area Annual Installments are shown on **Exhibit M**, subject to revisions made during any Annual Service Plan Update.

Upon subdivisions of the Improvement Area #3 Assessed Property by final plat, the Maximum Assessment for each Lot Type is shown on **Exhibit N**. In no case will the Assessment for any Lot Type exceed the Maximum Assessment.

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

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

#### ▪ *Improvement Area #1*

1. The costs of Improvement Area #1 Projects, District Formation Expenses and Bond Issuance Costs equal \$8,626,986, as shown on **Exhibit C**; and
2. The Improvement Area #1 Assessed Property receives special benefit from Improvement Area #1 Projects, District Formation Expenses and Bond Issuance Costs equal to or greater than the Actual Costs of the Improvement Area #1 Projects and District Formation Expenses and Bond Issuance Costs; and
3. The Improvement Area #1 Assessed Property was allocated 100% of the Improvement Area #1 Assessments levied on the Improvement Area #1 Assessed Property for Improvement Area #1 Projects, District Formation Expenses and Bond Issuance Costs, which equal \$3,735,156, of which \$3,644,600.92 remains outstanding, as shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit F**; and
4. The special benefit ( $\geq$  \$8,626,986) received by the Improvement Area #1 Assessed Property from Improvement Area #1 Projects, District Formation Expenses and Bond Issuance Costs is equal to or greater than the amount of the Improvement Area #1 Assessments (\$3,735,156) levied on the Improvement Area #1 Assessed Property; and
5. At the time the City Council approved the Assessment Ordinance levying the Improvement Area #1 Assessments, the Owner owned 100% of the Improvement Area #1 Assessed Property. The Owner acknowledged that Improvement Area #1 Projects, District Formation Expenses and Bond Issuance Costs confer a special benefit on the Improvement Area #1 Assessed Property and consented to the imposition of the Improvement Area #1 Assessments to pay for Improvement Area #1 Projects, District Formation Expenses and Bond Issuance Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations

and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Improvement Area #1 Assessments on the Improvement Area #1 Assessed Property.

▪ *Improvement Area #2*

1. The costs of Improvement Area #2 Projects, District Formation Expenses and Bond Issuance Costs equal \$10,448,125, as shown on **Exhibit C**; and
2. The Improvement Area #2 Assessed Property receives special benefit from Improvement Area #2 Projects, District Formation Expenses and Bond Issuance Costs equal to or greater than the Actual Costs of the Improvement Area #2 Projects, District Formation Expenses and Bond Issuance Costs; and
3. The Improvement Area #2 Assessed Property was allocated 100% of the Improvement Area #2 Assessments levied on the Improvement Area #2 Assessed Property for Improvement Area #2 Projects, District Formation Expenses and Bond Issuance Costs, which equal \$3,569,844, of which \$3,482,683.49 remains outstanding, as shown on the Improvement Area #2 Assessment Roll attached hereto as **Exhibit H**; and
4. The special benefit ( $\geq$  \$10,448,125) received by the Improvement Area #2 Assessed Property from Improvement Area #2 Projects, District Formation Expenses and Bond Issuance Costs is equal to or greater than the amount of the Improvement Area #2 Assessments (\$3,569,844) levied on the Improvement Area #2 Assessed Property; and
5. At the time the City Council approved the Assessment Ordinance levying the Improvement Area #2 Assessments, the Owner owned 100% of the Improvement Area #2 Assessed Property. The Owner acknowledged that Improvement Area #2 Projects, District Formation Expenses and Bond Issuance Costs confer a special benefit on the Improvement Area #2 Assessed Property and consented to the imposition of the Improvement Area #2 Assessments to pay for Improvement Area #2 Projects, District Formation Expenses and Bond Issuance Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Improvement Area #2 Assessments on the Improvement Area #2 Assessed Property.

▪ *Improvement Area #3*

1. The costs of Improvement Area #3 Projects, District Formation Expenses and Bond Issuance Costs equal \$11,332,494, as shown on **Exhibit C**; and

2. The Improvement Area #3 Assessed Property receives special benefit from Improvement Area #3 Projects, District Formation Expenses and Bond Issuance Costs equal to or greater than the Actual Costs of the Improvement Area #3 Projects, District Formation Expenses and Bond Issuance Costs; and
  3. The Improvement Area #3 Assessed Property is allocated 100% of the Improvement Area #3 Assessments levied on the Improvement Area #3 Assessed Property for the Improvement Area #3 Projects, District Formation Expenses and Bond Issuance costs, which equal \$4,255,000, as shown on the Improvement Area #3 Assessment Roll attached hereto as **Exhibit J**; and
  4. The special benefit ( $\geq$  \$11,332,494) received by the Improvement Area #3 Assessed Property from Improvement Area #3 Projects, District Formation Expenses and Bond Issuance Costs is equal to or greater than the amount of the Improvement Area #3 Assessments (\$4,255,000) levied on the Improvement Area #3 Assessed Property; and
  5. At the time the City Council approved the Assessment Ordinance levying the Improvement Area #3 Assessments, the Owner owned 100% of the Improvement Area #3 Assessed Property. The Owner acknowledged that Improvement Area #3 Projects, District Formation Expenses and Bond Issuance Costs confer a special benefit on the Improvement Area #3 Assessed Property and consented to the imposition of the Improvement Area #3 Assessments to pay for the Improvement Area #3 Projects, District Formation Expenses and Bond Issuance Costs. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) this Amended and Restated Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Improvement Area #3 Assessments on the Improvement Area #3 Assessed Property.
- *Major Improvement Area*
    1. The costs of the Major Improvement Area Projects, District Formation Expenses and Bond Issuance Costs equal \$8,111,777, as shown on **Exhibit C**; and
    2. The Major Improvement Area Assessed Property receives special benefit from the Major Improvement Area Projects, District Formation Expenses and Bond Issuance Costs equal to or greater than the Actual Costs of the Major Improvement Area Projects, District Formation Expenses and Bond Issuance Costs; and
    3. The Major Improvement Area Assessed Property was allocated 100% of the Major Improvement Area Assessments levied on the Major Improvement Area Assessed Property for the Major Improvement Area Projects, District Formation Expenses and Bond Issuance Costs, which equal \$8,080,000, of which \$7,930,000 remains

outstanding, as shown on the Major Improvement Area Assessment Roll attached hereto as **Exhibit L**; and

4. The special benefit ( $\geq \$8,111,777$ ) received by the Major Improvement Area Assessed Property from the Major Improvement Area Projects, District Formation Expenses and Bond Issuance Costs is equal to or greater than the amount of the Major Improvement Area Assessments ( $\$8,080,000$ ) levied on the Major Improvement Area Assessed Property; and
5. At the time the City Council approved the Assessment Ordinance levying the Major Improvement Area Assessments, the Owner owned 100% of the Major Improvement Area Assessed Property. The Owner acknowledged that the Major Improvement Area Projects, District Formation Expenses and Bond Issuance Costs confers a special benefit on the Major Improvement Area Assessed Property and consented to the imposition of the Major Improvement Area Assessments to pay for the Major Improvement Area Projects, District Formation Expenses and Bond Issuance Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Major Improvement Area Assessments on the Major Improvement Area Assessed Property.

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

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

#### **E. Additional Interest**

The interest rate on Assessments levied on the Assessed Property to pay the PID Bonds may exceed the interest rate on the PID Bonds by the Additional Interest Rate. Interest at the rate of the PID Bonds and the Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture.

## **SECTION VI: TERMS OF THE ASSESSMENTS**

### **A. Reallocation of Assessments**

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

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

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

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

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

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

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

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

Upon the subdivision of any Assessed Property based on a recorded subdivision plat and a Property ID has been assigned by the Appraisal District, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots based on Estimated Buildout Value according to the following formula:

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

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot

B = the Assessment for the Parcel prior to subdivision

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

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

E = the number of Lots with same Lot Type

Prior to the recording of a subdivision plat, the Owner shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat considering factors such as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, discussions with

homebuilders, and any other factors that may impact value. The calculation of the estimated average buildout value for a Lot shall be performed by the Administrator and confirmed by the City Council based on information provided by the Owner, homebuilders, third party consultants, and/or the official public records of the County regarding the Lot.

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

### *3. Upon Consolidation*

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

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

Prior to the approval of a final subdivision plat, the Administrator shall certify that the final plat will not cause the Assessment for any Lot Type to exceed the Maximum Assessment. If the subdivision of any Assessed Property by a final subdivision plat causes the Assessment per Lot for any Lot Type to exceed the applicable Maximum Assessment for such Lot Type, the Owner must partially prepay the Assessment for each Assessed Property that exceeds the applicable Maximum Assessment for such Lot Type in an amount sufficient to reduce the Assessment to the applicable Maximum Assessment for such Lot Type. The City's approval of a final subdivision plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay such Assessments.

## **C. Mandatory Prepayment of Assessments**

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



#### **D. Reduction of Assessments**

If as a result of cost savings or an Authorized Improvement not being constructed, the Actual Costs of completed Authorized Improvements are less than the Assessments, the City Council shall reduce each Assessment on a pro-rata basis such that the sum of the resulting reduced Assessments for all Assessed Properties equals the reduced Actual Costs. Excess PID Bond proceeds shall be applied to redeem outstanding PID Bonds. The Assessments shall not, however, be reduced to an amount less than the outstanding PID Bonds.

The Administrator shall update (and submit to the City Council for review and approval as part of the next Annual Service Plan Update) the Assessment Roll and corresponding Annual Installments to reflect the reduced Assessments.

#### **E. Prepayment of Assessments**

The owner of the Assessed Property may pay, at any time, all or any part of an Assessment in accordance with the PID Act. Interest costs from the date of prepayment to the date of redemption of the applicable PID Bonds, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

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

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

#### **F. Prepayment as a Result of Eminent Domain Proceeding or Taking**

Subject to applicable law, if any portion of any Parcel of Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a "**Taking**"), the portion of the

Assessed Property that was taken or transferred (the **“Taken Property”**) shall be reclassified as Non-Benefited Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property) (the **“Remaining Property”**), following the reclassification of the Taken Property as Non-Benefited Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner of the Remaining Property will remain liable to pay in Annual Installments, or payable as otherwise provided by this Amended and Restated Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the Maximum Assessment, the owner of the Remaining Property will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed the Maximum Assessment, in which case the Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the City receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against the amount of prepayment, with any remainder credited against the assessment on the Remainder Property.

In all instances the Assessment remaining on the Remaining Property shall not exceed the Maximum Assessment.

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a \$100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefited Property and the remaining 90 acres of Remaining Property shall be subject to the \$100 Assessment, (provided that this \$100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the \$100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment on the Remaining Property by \$10, then the owner shall be required to pay \$10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to be \$90.

Notwithstanding the previous paragraphs in this subsection, if the owner of the Taken Property notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value requirement, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment to the Maximum

Assessment on the Remaining Property to support the Estimated Buildout Value requirement. Said owner will remain liable to pay the Annual Installments on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this subsection, the Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirement on all outstanding PID Bonds.

### **G. Payment of Assessment in Annual Installments**

**Exhibit G** shows the projected Improvement Area #1 Annual Installments. **Exhibit I** shows the projected Improvement Area #2 Annual Installments. **Exhibit K-1** shows the projected Improvement Area #3 Annual Installments for the Improvement Area #3 Bonds. **Exhibit K-2** shows the projected Improvement Area #3 Annual Installments for the Improvement Area #3 Bonds and the allocable share of Major Improvement Area Bonds for Improvement Area #3. **Exhibit M** shows the projected Major Improvement Area Annual Installments.

Assessments that are not paid in full shall be due and payable in Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update. Until a plat has been recorded on a Parcel and a Property ID has been assigned by the Appraisal District within Improvement Area #1, Improvement Area #2, Improvement Area #3, or the Major Improvement Area, the Annual Installment will be allocated to each Property ID within the Improvement Area #1 Assessed Property, Improvement Area #2 Assessed Property, Improvement Area #3 Assessed Property, and Major Improvement Area Assessed Property, respectively, based on the Travis Central Appraisal District acreage for billing purposes only.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. Annual Collection Costs shall be allocated equally among Parcels for which the Assessments remain unpaid. Annual Installments shall be collected in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes for the City. The City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the PID Act.

Sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay the non-delinquent Annual Installments as they become due and payable.

The City reserves the right to refund PID Bonds in accordance with the PID Act and the applicable Indenture. In the event of a refunding, the Administrator shall recalculate the Annual Installments so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute "PID Bonds."

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments shall be due when billed and shall be delinquent if not paid prior to February 1, 2022.

## SECTION VII: ASSESSMENT ROLL

The Improvement Area #1 Assessment Roll is attached as **Exhibit F**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Improvement Area #1 Assessment Roll and Improvement Area #1 Annual Installments for each Parcel within the Improvement Area #1 Assessed Property as part of each Annual Service Plan Update.

The Improvement Area #2 Assessment Roll is attached as **Exhibit H**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Improvement Area #2 Assessment Roll and Improvement Area #2 Annual Installments for each Parcel within the Improvement Area #2 Assessed Property as part of each Annual Service Plan Update.

The Improvement Area #3 Assessment Roll is attached as **Exhibit J**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Improvement Area #3 Assessment Roll and Improvement Area #3 Annual Installments for each Parcel within the Improvement Area #3 Assessed Property as part of each Annual Service Plan Update.

The Major Improvement Area Assessment Roll is attached as **Exhibit L**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Major Improvement Area Assessment Roll and Major Improvement Area Annual Installments for each Parcel within the Major Improvement Area Assessed Property as part of each Annual Service Plan Update.

## SECTION VIII: ADDITIONAL PROVISIONS

### A. Calculation Errors

If the owner of a Parcel claims that an error has been made in any calculation required by this 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 Amended and Restated Service and Assessment Plan, the applicable ordinance authorizing the PID Bonds, or the Indenture, or is otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

**B. Amendments**

Amendments to this 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 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 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 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 Amended and Restated Service and Assessment Plan. Interpretations of this Amended and Restated Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners or developers adversely affected by the interpretation. Appeals shall be decided at a meeting of the City Council during which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the owners and developers and their successors and assigns.

**D. Form of Buyer Disclosure**

Per Section 5.014 of the Texas Property Code, as amended, this Amended and Restated Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the

buyer disclosures for the District. The buyer disclosures are attached hereto in **Exhibit V-1, Exhibit V-2, Exhibit V-3, Exhibit V-4, Exhibit V-5, Exhibit V-6** and **Exhibit V-7**. Within seven days of approval by the City Council, the City shall file and record in the real property records of the County the executed ordinance approving this Amended and Restated Service and Assessment Plan, or any future Annual Service Plan Updates. The executed ordinance, including any attachments, approving this Amended and Restated Service and Assessment Plan or any future Annual Service Plan Updates shall be filed and recorded in the real property records of the County in its entirety.

#### **E. Severability**

If any provision of this Amended and Restated Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

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## LIST OF EXHIBITS

<b>Exhibit A-1</b>	District Legal Description
<b>Exhibit A-2</b>	Improvement Area #1 Legal Description
<b>Exhibit A-3</b>	Improvement Area #2 Legal Description
<b>Exhibit A-4</b>	Improvement Area #3 Legal Description
<b>Exhibit A-5</b>	Major Improvement Area Legal Description
<b>Exhibit B-1</b>	District Boundary Map
<b>Exhibit B-2</b>	Improvement Area #1 Boundary Map
<b>Exhibit B-3</b>	Improvement Area #2 Boundary Map
<b>Exhibit B-4</b>	Improvement Area #3 Boundary Map
<b>Exhibit B-5</b>	Major Improvement Area Boundary Map
<b>Exhibit B-6</b>	Improvement Area #3 Condo Parcel Map
<b>Exhibit C</b>	Authorized Improvements
<b>Exhibit D</b>	Service Plan
<b>Exhibit E</b>	Sources and Uses
<b>Exhibit F</b>	Improvement Area #1 Assessment Roll
<b>Exhibit G</b>	Improvement Area #1 Annual Installment Schedule
<b>Exhibit H</b>	Improvement Area #2 Assessment Roll
<b>Exhibit I</b>	Improvement Area #2 Annual Installment Schedule
<b>Exhibit J</b>	Improvement Area #3 Assessment Roll
<b>Exhibit K-1</b>	Improvement Area #3 Bonds Annual Installment Schedule
<b>Exhibit K-2</b>	Improvement Area #3 Total Annual Installment Schedule
<b>Exhibit L</b>	Major Improvement Area Assessment Roll
<b>Exhibit M</b>	Major Improvement Area Annual Installment Schedule
<b>Exhibit N</b>	Maximum Assessment Per Lot Type
<b>Exhibit O</b>	Lot Type Classification Maps
<b>Exhibit P</b>	Maps of Authorized Improvements
<b>Exhibit Q</b>	Notice of PID Assessment Termination

- Exhibit R** Estimated Buildout Value for Major Improvement Area, Improvement Area #1, Improvement Area #2, and Improvement Area #3
- Exhibit S** Improvement Area #1-2 Bond Debt Service Schedule
- Exhibit T** Improvement Area #3 Bond Debt Service Schedule
- Exhibit U** Major Improvement Area Bond Debt Service Schedule
- Exhibit V-1** Lot Type 1 Buyer Disclosure
- Exhibit V-2** Lot Type 2 Buyer Disclosure
- Exhibit V-3** Lot Type 3 Buyer Disclosure
- Exhibit V-4** Lot Type 4 Buyer Disclosure
- Exhibit V-5** Lot Type 5 Buyer Disclosure
- Exhibit V-6** Lot Type 6 Buyer Disclosure
- Exhibit V-7** Lot Type 7 Buyer Disclosure



## EXHIBIT A-1 – DISTRICT LEGAL DESCRIPTION

### Exhibit A The Property

90.089 ACRES OUT OF THE A.C. CALDWELL SURVEY, ABSTRACT NUMBER 154, TRAVIS COUNTY, TEXAS AND BEING THE TRACTS OF LAND CONVEYED TO RHOF, LLC, A TEXAS LIMITED LIABILITY COMPANY, PER DEED RECORDED AS DOCUMENT NO.2017194263 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

44.0347 ACRES OF LAND LOCATED IN THE A.C. CALDWELL SURVEY, ABSTRACT NUMBER 154, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN CALLED 180.83 ACRES OF LAND CONVEYED TO ALMA JUANITA MEIER, AS DESCRIBED IN VOLUME 11376, PAGE 676, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

267.972 ACRES OF LAND LOCATED IN THE LEMUEL KIMBRO SURVEY, ABSTRACT NUMBER 456 AND THE A.C. CALDWELL SURVEY, ABSTRACT NUMBER 154, TRAVIS COUNTY, TEXAS AND BEING THE SAME 267.972 ACRE TRACT OF LAND CONVEYED TO SKY VILLAGE KIMBRO ESTATES, LLC, AS DESCRIBED IN DOCUMENT NUMBER 2016214460, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

(35.626 AC) LOT 2, J.F. NAGLE ESTATES, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NO. 199900207, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, TOGETHER WITH A NON-EXCLUSIVE 60 FOOT WIDE ACCESS AND PUBLIC UTILITY EASEMENT AS CREATED AND MORE PARTICULARLY DESCRIBED IN THAT DECLARATION OF ACCESS AND PUBLIC UTILITY EASEMENT RECORDED IN DOCUMENT NO. 1999058184, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, BEING THE SAME 35.626 ACRES CONYVED TO SKY VILLAGE KIMBRO ESTATES, LLC, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

3.469 ACRES OF LAND LOCATED IN THE LEMUEL KIMBRO SURVEY, ABSTRACT NUMBER 456, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO SKY VILLAGE KIMBRO ESTATES, LLC, AS RECORDED IN 2017157471 OF THE OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS

157.9603 ACRES OUT OF THE A.C. CALDWELL SURVEY NO.52, ABSTRACT 154 AND THE LEMUEL KIMBRO SURVEY NO.64, ABSTRACT 456, AND BEING THE TRACTS OF LAND CONVEYED TO KIMBRO ROAD ESTATES, LP PER DEED RECORDED AS DOCUMENT NO.201780865 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

**A METES AND BOUNDS**

**DESCRIPTION OF A**

**3.700 ACRE RIGHT-OF-WAY OF LAND**

**BEING** a 3,700 acre (161,158 square feet) tract of land situated in the A.C. Caldwell Survey No. 52, Abstract No. 154, City of Manor, Travis County, Texas; and being a portion of Old Kimbro Road (80 feet wide); and being more particularly described as follows:

**COMMENCING**, at a 1/2-inch iron rod with a plastic cap stamped "KHA" found on the southerly right-of-way line of said Old Kimbro Road marking the northwest corner of a called 51.533 acre tract of land described in instrument to Chau Dinh and Kim Pham recorded in Document No. 2014139510 of the Official Public Records of Travis County, same being the northeast corner of a called 90.0886 acre tract of land described in instrument to RHOF, LLC recorded in Document No. 2017194263 of the Official Public Records of Travis County;

**THENCE**, North 85°48'57" West, 846.55 feet, along the southerly right-of-way line of Old Kimbro Road and the north line of said 90.0886 acre tract to the **POINT OF BEGINNING** of the herein described tract;

**THENCE**, continuing along the southerly right-of-way of said Old Kimbro Road and along the north line of said 90.0886 acre tract the following two (2) courses and distances:

1. North 85°48'57" West, 1629.02 feet to an iron rod with plastic cap stamped "KHA" found for a point of curvature;
2. in a southwesterly direction, along a tangent curve to the left, a central angle of 43°49'58", a radius of 533.10 feet, a chord bearing and distance of South 72°20'04" West, 397.96 feet, and a total arc length of 407.84 feet to a point for corner;

**THENCE**, departing the north line of said 90.0886 acre tract and crossing said Old Kimbro Road the following two (2) courses and distances:

1. North 40°17'42" West, 46.07 feet to a point for corner;
2. North 61°40'04" West, 35.46 feet to a 5/8-iron rod found on the northerly right-of-way line of said Old Kimbro Road marking the southwest corner of a called 157.9603 acre tract of land described in instrument to RHOF, LLC recorded in Document No. 2017150865 of the Official Public Records of Travis County;

**THENCE**, along the northerly right-of-way line of said Old Kimbro Road and along the south line of said 157.9603 acre tract the following three (3) courses and distances:

1. in a northeasterly direction, along a non-tangent curve to the right, a central angle of 36°32'19", a radius of 613.14 feet, a chord bearing and distance of North 58°23'46" East, 384.42 feet, and a total arc length of 391.01 feet to a 1/2-iron rod found for a point for corner;
2. in a northeasterly direction, along a non-tangent curve to the right, a central angle of 7°10'29", a radius of 1407.07 feet, a chord bearing and distance of South 89°23'14" East, 176.08 feet, and a total arc length of 176.20 feet to a concrete monument found for a point of tangency;
3. South 85°54'35" East, 1541.16 feet to a point for corner;

**THENCE**, South 4°11'03" West, 80.00 feet departing the south line of said 157.9603 acre tract and crossing said Old Kimbro Road to the **POINT OF BEGINNING**, and containing 3.700 acres of right-of-way in Travis County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD'83). All distances are on the surface and shown in U.S. Survey Feet. To convert grid distances to grid, apply the combined SURFACE to GRID scale factor of 0.99992097045. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

ABEL P. STENDAHL  
 REGISTERED PROFESSIONAL  
 LAND SURVEYOR NO. 6754  
 601 NW LOOP 410, SUITE 350  
 SAN ANTONIO, TEXAS 78216  
 PH. 210-541-9166  
 abel.stendahl@kimley-horn.com



**EXHIBIT OF A 3.700 ACRE  
 RIGHT-OF-WAY  
 TO BE RELEASED**  
 A.A. CALDWELL SURVEY NO.52,  
 ABSTRACT NO. 154  
 TRAVIS COUNTY, TEXAS

**Kimley»Horn**

301 NW Loop 410, Suite 280  
 San Antonio, Texas 78216      FIRM # 16188973      Tel No. (210) 541-9166  
 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1/4" = 1'	DJC	APS	8/5/2020	201925703	1 OF 2

STENDAHL, ABEL 9/3/2020 10:57 AM K:\SAPR\_SURVEY\MANOR HEIGHTS DEVELOPMENT\06925703\MANOR HTS PHASE 2\DWG\EXHIBITS\700AC RIGHT OF WAY RELEASE.DWG

**EXHIBIT A-2 – IMPROVEMENT AREA #1 LEGAL DESCRIPTION**

Being 127.37 acres of land located in the A.C Caldwell Survey No. 52, Abstract No. 154, and being all of that 110.524 acre tract of land located in the A.C Caldwell Survey No. 52, Abstract No. 154, described in the Manor Heights South Phase 1 Section 1 Final Plat, recorded in Document No. 202100001 Official Public Records of Travis County, and being a portion of that certain 267.942 acre tract of land located in the A.C Caldwell Survey No. 52, Abstract No. 154, City of Manor, Travis County, Texas, conveyed to Forestar (USA) Real Estate Group Inc., as described in Document No. 2019171724, corrected in Document No. 2019176020, Official Public Records of Travis County, Texas.

**EXHIBIT A-3 – IMPROVEMENT AREA #2 LEGAL DESCRIPTION**

Being 91.81 acres of land located in the A.C Caldwell Survey No.52, Abstract No.154, and the Lemuel Kimbro Survey No.64, Abstract No.456, City of Manor, Travis County Texas, and being portion of that certain tract or parcel of land containing 90.089 acres located in the A.C. Caldwell Survey No.52 , Abstract No. 154, described in instrument to Forestar (USA) Real Estate Group Inc., recorded in Document No.2019171725, corrected in Document No.2019176021 Official Public Records of Travis County, and being a portion of that certain 157.9603 acre tract of land located in the A.C Caldwell Survey No.52, Abstract No.154, and the Lemuel Kimbro Survey No.64, Abstract No.456, City of Manor, Travis County Texas, described in instrument to Forestar (USA) Real Estate Group Inc., recorded in Document No.2019171725, corrected in Document No.2019176021 Official Public Records of Travis County , and a portion of that certain tract or parcel of land containing 3.7 acres situated in the A.C. Caldwell Survey No.52, Abstract 154, City of Manor, Travis County, Texas Conveyed to Forestar (USA) Real Estate Group Inc., as described in document 2021052193, official public records of Travis County, Texas.

**EXHIBIT A-4 – IMPROVEMENT AREA #3 LEGAL DESCRIPTION**

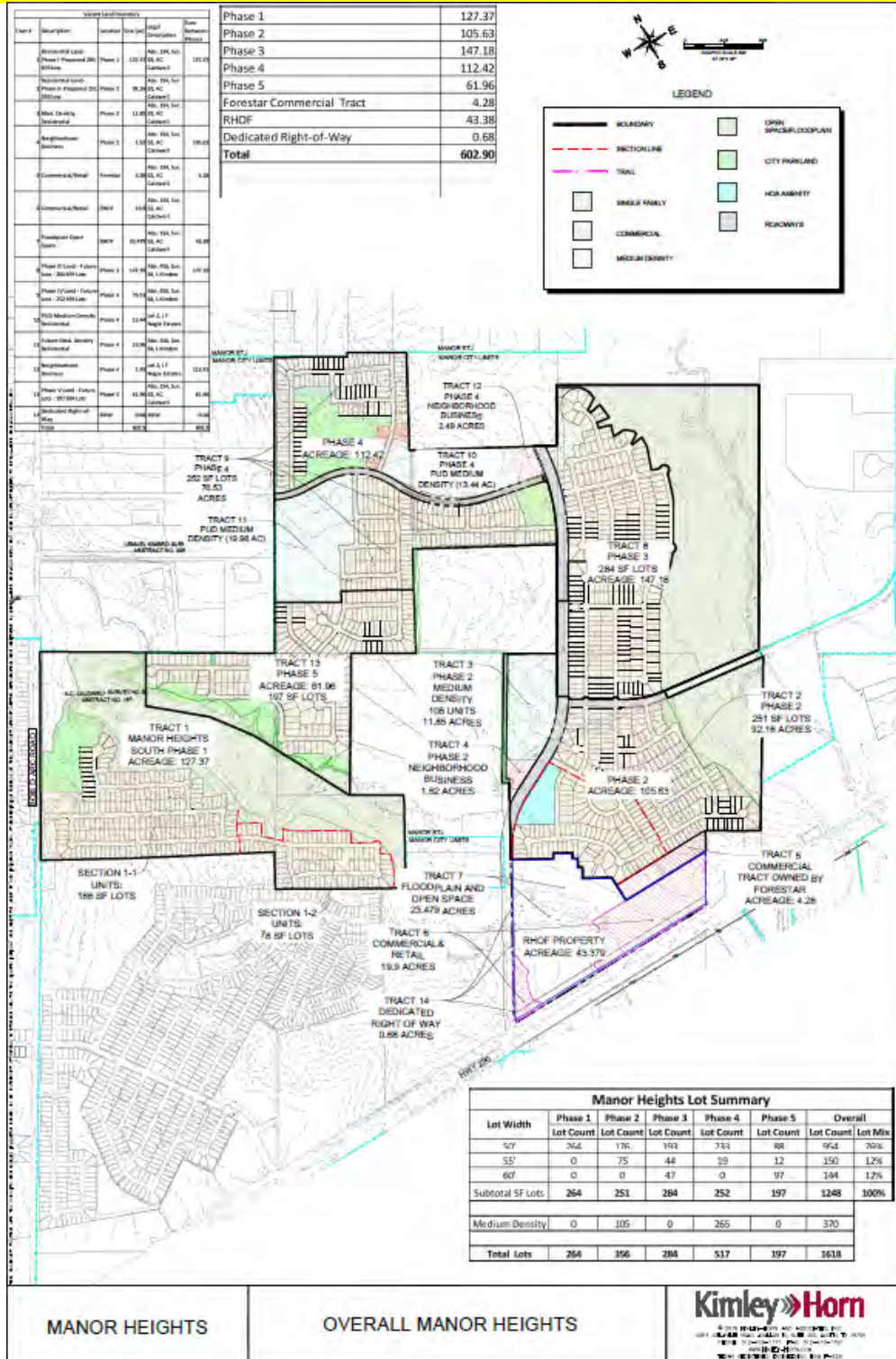
[DEVELOPER TO PROVIDE]

**EXHIBIT A-5 – MAJOR IMPROVEMENT AREA LEGAL DESCRIPTION**

383.102 Acres Being Portions of a called 267.972 acre Tract of land Recorded in document No.2016214460, Official Public Records of Travis County, 157.9603 Acre Tract Recorded in document No.201718086, Official Public Records of Travis County, A called 90.0886 Acre Tract Recorded in Documents No.2017194263, Official Public Records of Travis County, and a portion of Old Kimbro Road A.C. Caldwell Survey No. 52, Abstract No 154 City of Manor, Travis County, Texas

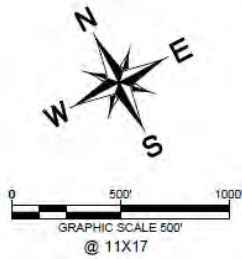
# EXHIBIT B-1 – DISTRICT BOUNDARY MAP

**[DEVELOPER TO PROVIDE UPDATED MAP WITH REVISED LOTS COUNTS]**

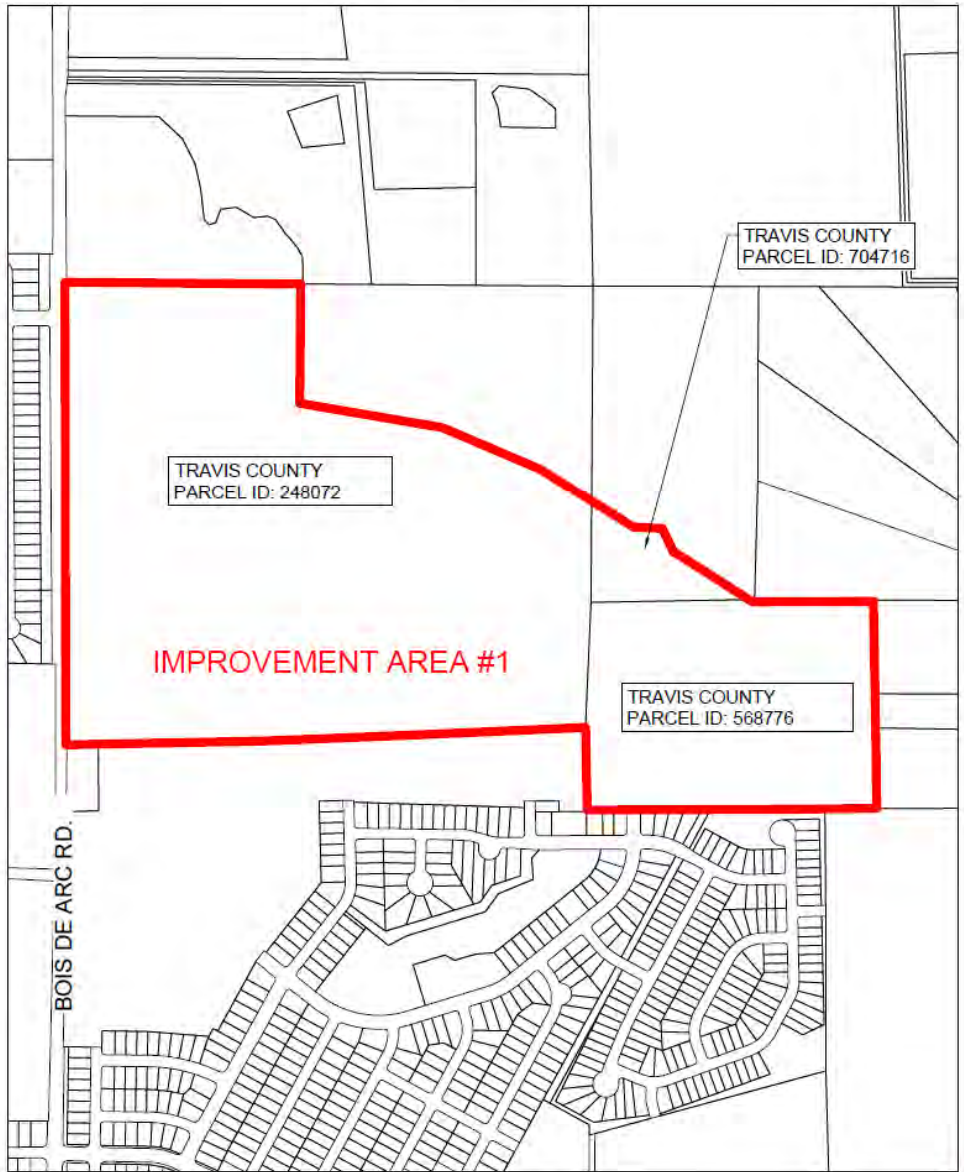


# EXHIBIT B-2 – IMPROVEMENT AREA #1 BOUNDARY MAP

## LEGEND



	BOUNDARY
	IA #1
	TAX PARCEL BOUNDARY



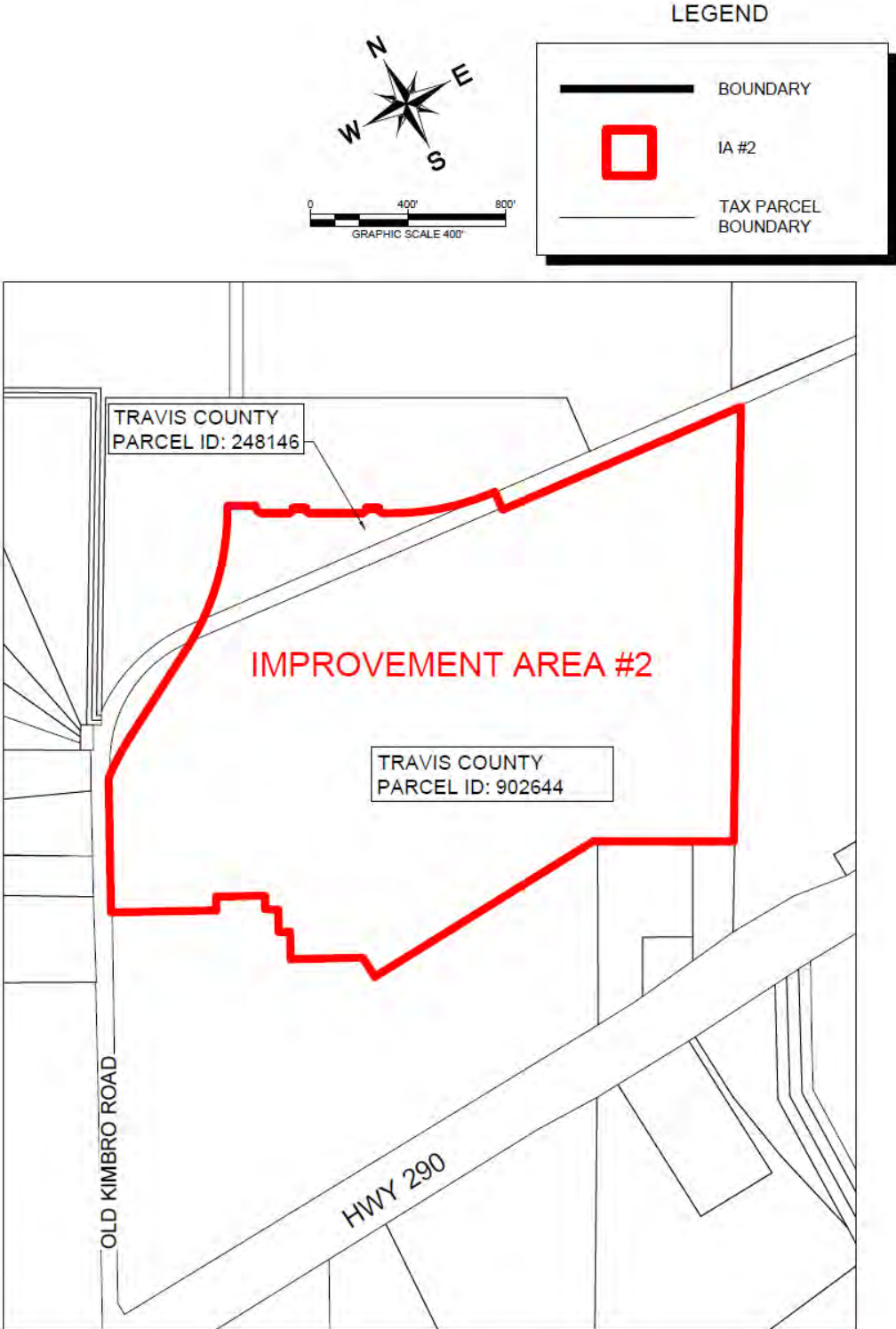
## EXHIBIT F - IMPROVEMENT AREA #1

MANOR, TEXAS  
FEBRUARY 2021





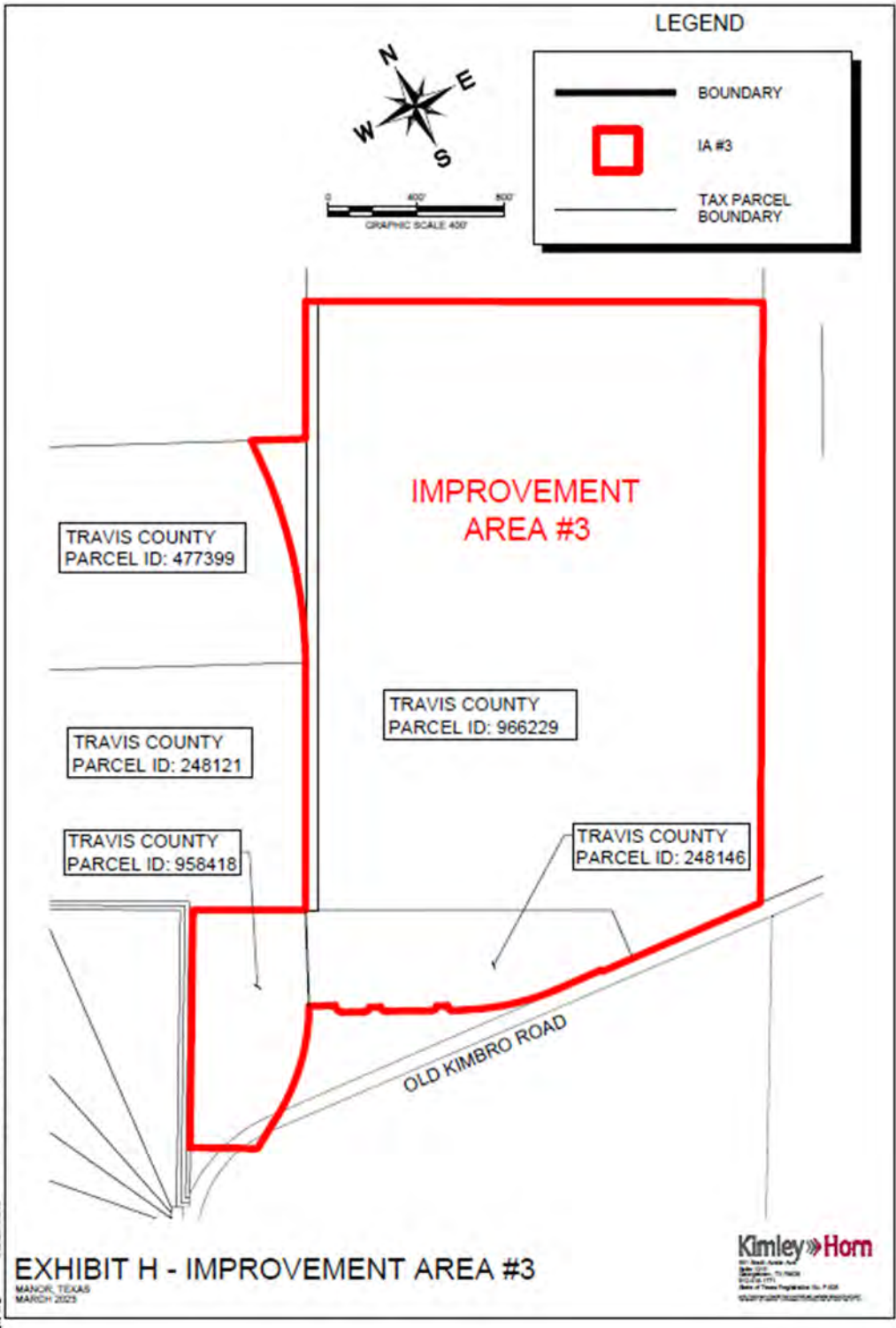
**EXHIBIT B-3 – IMPROVEMENT AREA #2 BOUNDARY MAP**



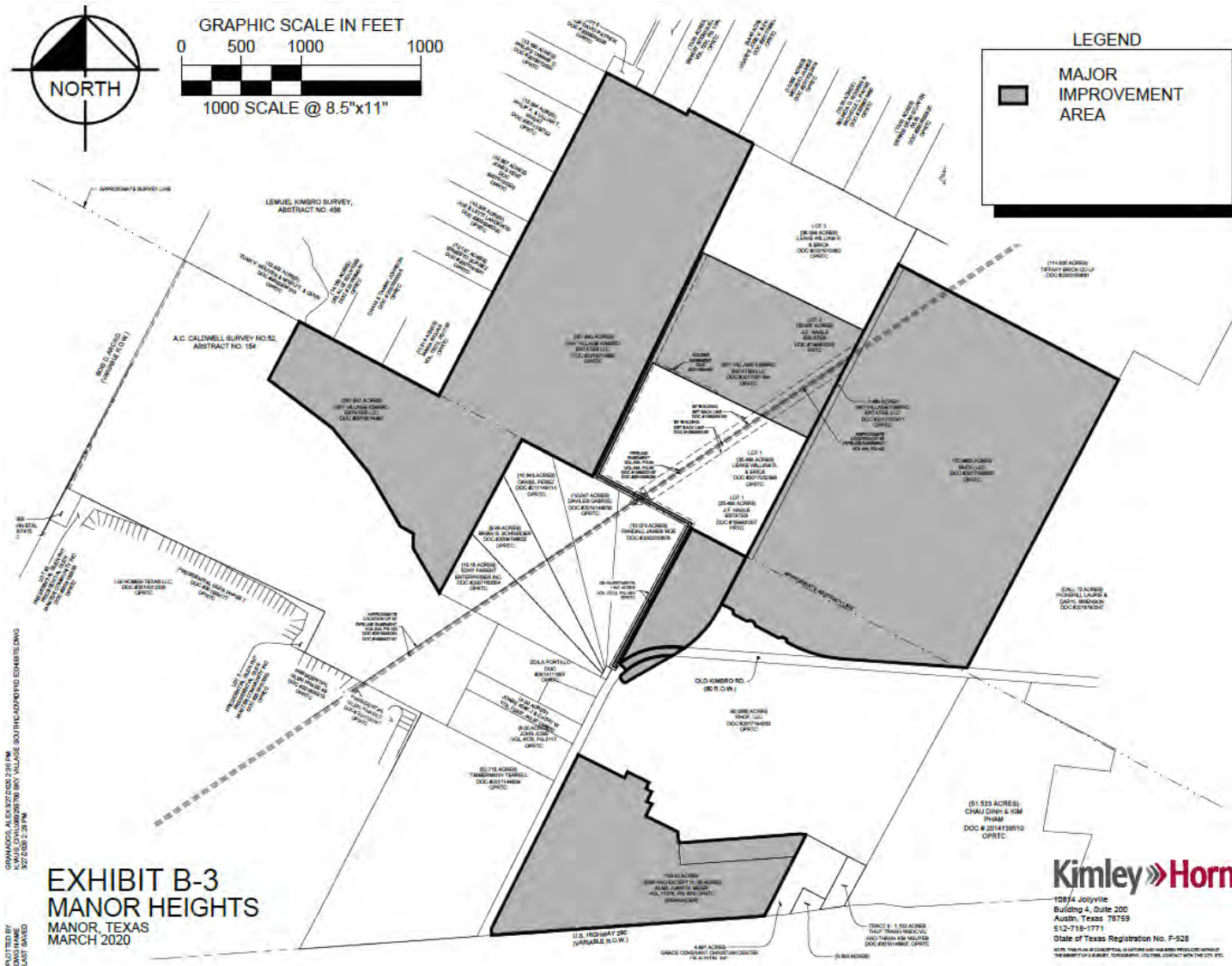
**EXHIBIT H - IMPROVEMENT AREA #2**  
MANOR, TEXAS  
FEBRUARY 2021

**Kimley»Horn**  
1201 N. Avenida  
Building 4, Suite 200  
Austin, Texas 78758  
512-714-7771  
State of Texas Registration No. F-4229

**EXHIBIT B-4 – IMPROVEMENT AREA #3 BOUNDARY MAP**

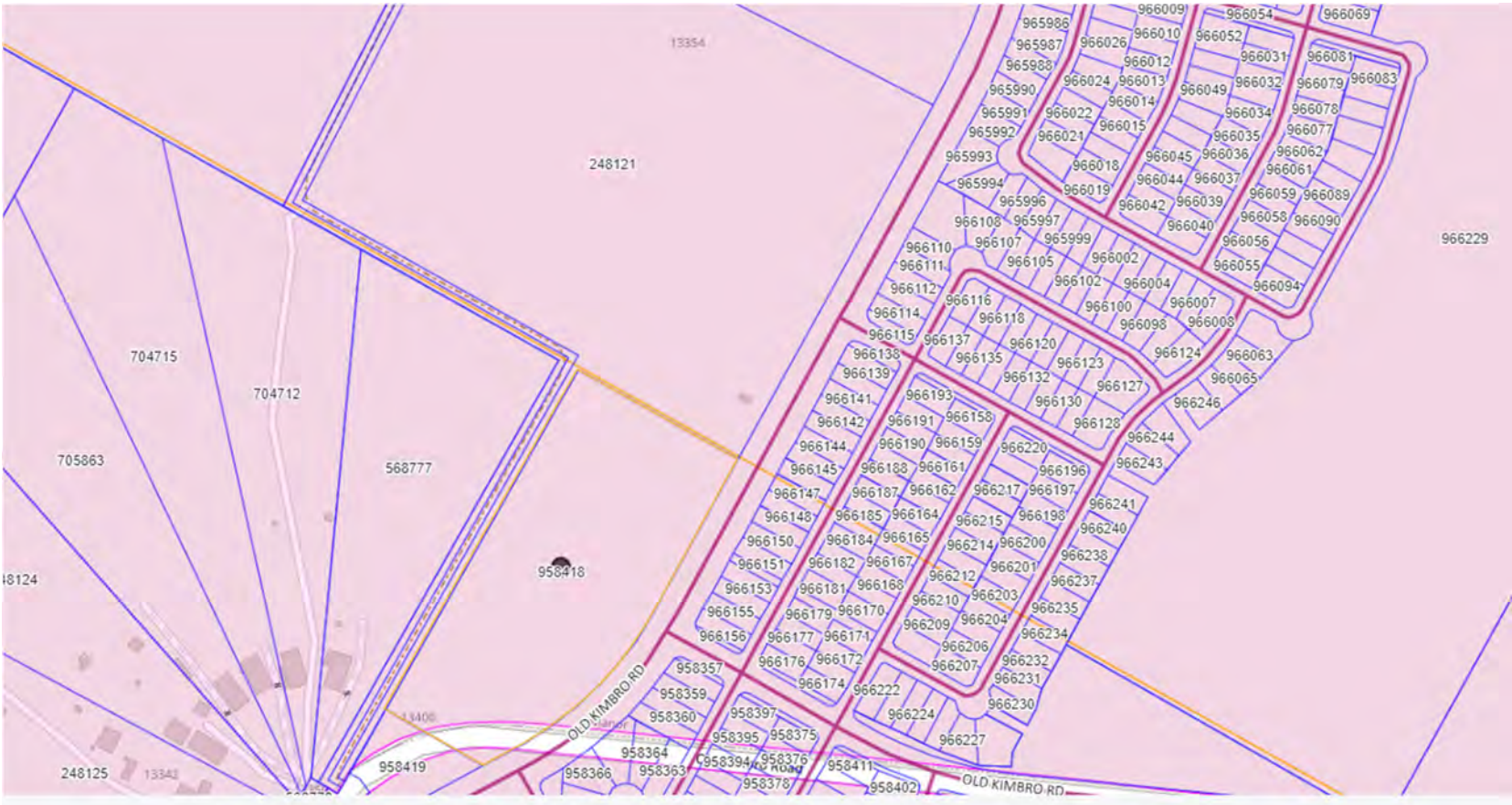


# EXHIBIT B-5 – MAJOR IMPROVEMENT AREA BOUNDARY MAP



**EXHIBIT B-6 – IMPROVEMENT AREA #3 CONDO PARCEL MAP**

All Improvement Area #3 condominium lots will be contained within Tax ID 958418 upon final plat.



## EXHIBIT C – AUTHORIZED IMPROVEMENTS

	Total Costs	Improvement Area #1 [a]	Improvement Area #2 [a]	Improvement Area #3 [c]	Major Improvement Area [b]
<i>Major Improvements</i>					
Wastewater Treatment Plant Phase 1	\$ 5,119,898	\$ 799,087	\$ 763,720	\$ -	\$ 3,557,091
Roadway	3,115,626	486,270	464,749	-	2,164,607
Kimbrow ROW Acquisition	47,348	7,390	7,063	-	32,895
Soft Costs [d]	1,242,431	193,912	185,330	-	863,189
	\$ 9,525,302	\$ 1,486,659	\$ 1,420,862	\$ -	\$ 6,617,781
<i>Improvement Area #1 Improvements</i>					
Water	\$ 877,624	\$ 877,624	\$ -	\$ -	\$ -
Wastewater	761,450	761,450	-	-	-
Drainage	1,147,364	1,147,364	-	-	-
Roadway	3,462,805	3,462,805	-	-	-
Trails	59,850	59,850	-	-	-
Soft Costs	163,600	163,600	-	-	-
	\$ 6,472,693	\$ 6,472,693	\$ -	\$ -	\$ -
<i>Improvement Area #2 Improvements</i>					
Water	\$ 895,023	\$ -	\$ 895,023	\$ -	\$ -
Wastewater	1,119,316	-	1,119,316	-	-
Drainage	1,164,737	-	1,164,737	-	-
Roadway	4,889,702	-	4,889,702	-	-
Trails	-	-	-	-	-
Soft Costs	320,400	-	320,400	-	-
	\$ 8,389,178	\$ -	\$ 8,389,178	\$ -	\$ -
<i>Improvement Area #3 Improvements</i>					
Water	\$ 1,199,062	\$ -	\$ -	\$ 1,199,062	\$ -
Wastewater	1,777,998	-	-	1,777,998	-
Drainage	3,229,931	-	-	3,229,931	-
Roadway	3,012,678	-	-	3,012,678	-
Soft Costs	1,382,950	-	-	1,382,950	-
	\$ 10,602,619	\$ -	\$ -	\$ 10,602,619	\$ -
<i>Bond Issuance Costs and District Formation Expenses</i>					
Debt Service Reserve Fund [e]	\$ 1,223,875	\$ 218,536	\$ 208,864	\$ 295,350	\$ 501,125
Capitalized Interest [e]	596,494	134,565	128,610	-	333,319
Underwriter Discount [e]	589,500	112,055	107,095	127,950	242,400
Cost of Issuance [e]	1,029,722	187,139	178,856	276,575	387,152
First Year Annual Collection Costs [e]	90,000	15,339	14,661	30,000	30,000
	\$ 3,529,591	\$ 667,634	\$ 638,086	\$ 729,875	\$ 1,493,996
<b>Total</b>	<b>\$ 38,519,382</b>	<b>\$ 8,626,986</b>	<b>\$ 10,448,125</b>	<b>\$ 11,332,494</b>	<b>\$ 8,111,777</b>

**Notes:**

[a] Costs were determined by construction contracts provided by Kimley-Horn and Associates dated 1/8/2021.

[b] Costs were determined by Excel Construction Services bid for Wastewater Treatment Plant Phase 1 Improvements dated 11/9/2020 and construction contract provided by Kimley-Horn and Associates dated 1/8/2021 for Roadways Improvements.

[c] Costs were determined by engineering report provided by Kimley-Horn and Associates dated 1/30/2023. Improvement Area #3 is within the Major Improvement Area and therefore funds a portion of the Major Improvements.

[d] Soft costs estimated at 15% of hard costs, inclusive of a 4% construction management fee.

[e] Costs associated with the issuance of Improvement Area #1-2 bonds were allocated between Improvement Area #1 and Improvement Area #2 on a pro rata basis based on the amount of Assessments levied.

## EXHIBIT D – SERVICE PLAN

		Improvement Area #1				
Installments Due		1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028
	Principal	\$ 79,254	\$ 81,810	\$ 84,367	\$ 86,924	\$ 89,480
	Interest	132,648	130,667	128,621	126,512	123,796
	Capitalized Interest	-	-	-	-	-
	(1)	\$ 211,902	\$ 212,477	\$ 212,988	\$ 213,436	\$ 213,276
	Annual Collection Costs	(2) \$ 14,814	\$ 15,110	\$ 15,412	\$ 15,720	\$ 16,035
	Additional Interest Reserve	(3) \$ 18,292	\$ 17,896	\$ 17,487	\$ 17,065	\$ 16,631
	<b>Total Annual Installment</b>	<b>(4) = (1) + (2) + (3) \$ 245,008</b>	<b>\$ 245,483</b>	<b>\$ 245,887</b>	<b>\$ 246,221</b>	<b>\$ 245,941</b>

		Improvement Area #2				
Installments Due		1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028
	Principal	\$ 75,746	\$ 78,190	\$ 80,633	\$ 83,076	\$ 85,520
	Interest	126,777	124,883	122,929	120,913	118,317
	Capitalized Interest	-	-	-	-	-
	(1)	\$ 202,523	\$ 203,073	\$ 203,562	\$ 203,989	\$ 203,837
	Annual Collection Costs	(2) \$ 14,158	\$ 14,441	\$ 14,730	\$ 15,024	\$ 15,325
	Additional Interest Reserve	(3) \$ 17,483	\$ 17,104	\$ 16,713	\$ 16,310	\$ 15,894
	<b>Total Annual Installment</b>	<b>(4) = (1) + (2) + (3) \$ 234,164</b>	<b>\$ 234,618</b>	<b>\$ 235,005</b>	<b>\$ 235,324</b>	<b>\$ 235,056</b>

		Improvement Area #3				
Installments Due		1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028
	Principal	\$ 60,000	\$ 60,000	\$ 65,000	\$ 70,000	\$ 75,000
	Interest	\$ 234,025	\$ 230,725	\$ 227,425	\$ 223,850	\$ 220,000
	(1)	\$ 294,025	\$ 290,725	\$ 292,425	\$ 293,850	\$ 295,000
	Annual Collection Costs	(2) \$ 30,600	\$ 31,212	\$ 31,836	\$ 32,473	\$ 33,122
	Additional Interest Reserve	(3) \$ 21,275	\$ 20,975	\$ 20,675	\$ 20,350	\$ 20,000
	<b>Total Annual Installment</b>	<b>(4) = (1) + (2) + (3) \$ 345,900</b>	<b>\$ 342,912</b>	<b>\$ 344,936</b>	<b>\$ 346,673</b>	<b>\$ 348,122</b>

		Major Improvement Area				
Installments Due		1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028
	Principal	\$ 155,000	\$ 160,000	\$ 170,000	\$ 175,000	\$ 180,000
	Interest	328,631	323,788	318,788	313,475	306,913
	Capitalized Interest	-	-	-	-	-
	(1)	\$ 483,631	\$ 483,788	\$ 488,788	\$ 488,475	\$ 486,913
	Annual Collection Costs	(2) \$ 28,761	\$ 29,336	\$ 29,922	\$ 30,521	\$ 31,131
	Additional Interest Reserve	(3) \$ 39,650	\$ 38,875	\$ 38,075	\$ 37,225	\$ 36,350
	<b>Total Annual Installment</b>	<b>(4) = (1) + (2) + (3) \$ 552,042</b>	<b>\$ 551,998</b>	<b>\$ 556,785</b>	<b>\$ 556,221</b>	<b>\$ 554,394</b>

**EXHIBIT E – SOURCES AND USES**

	Improvement Area #1	Improvement Area #2	Improvement Area #3	Major Improvement Area
<b>Sources of Funds</b>				
Improvement Area #1-2 Bond Par	\$ 3,735,156	\$ 3,569,844	\$ -	\$ -
Improvement Area #1-2 Bond Premium	44,700	42,721	-	-
Improvement Area #3 Bond Par	-	-	4,255,000	-
Major Improvement Area Bond Par	-	-	-	8,080,000
Owner Contribution	4,847,130	6,835,560	7,077,494	31,777
<b>Total Sources</b>	<b>\$ 8,626,986</b>	<b>\$ 10,448,125</b>	<b>\$ 11,332,494</b>	<b>\$ 8,111,777</b>
<b>Uses of Funds</b>				
Major Improvements	\$ 1,486,659	\$ 1,420,862	\$ -	\$ 6,617,781
Improvement Area #1 Improvements	6,472,693	-	-	-
Improvement Area #2 Improvements	-	8,389,178	-	-
Improvement Area #3 Improvements	-	-	10,602,619	-
	<u>\$ 7,959,352</u>	<u>\$ 9,810,039</u>	<u>\$ 10,602,619</u>	<u>\$ 6,617,781</u>
<i>Bond Issuance Costs and District Formation Expenses</i>				
Debt Service Reserve Fund	\$ 218,536	\$ 208,864	\$ 295,350	\$ 501,125
Capitalized Interest	134,565	128,610	-	333,319
Underwriter Discount	112,055	107,095	127,950	242,400
Cost of Issuance	187,139	178,856	276,575	387,152
First Year Annual Collection Costs	15,339	14,661	30,000	30,000
	<u>\$ 667,634</u>	<u>\$ 638,086</u>	<u>\$ 729,875</u>	<u>\$ 1,493,996</u>
<b>Total Uses</b>	<b>\$ 8,626,986</b>	<b>\$ 10,448,125</b>	<b>\$ 11,332,494</b>	<b>\$ 8,111,777</b>

**EXHIBIT F – IMPROVEMENT AREA #1 ASSESSMENT ROLL**

Property ID	Lot Type	Improvement Area #1	
		Outstanding Assessment	Annual Installment Due 1/31/2024
951773	1	\$ 13,857.80	\$ 928.06
951774	1	13,857.80	928.06
951775	1	13,857.80	928.06
951776	1	13,857.80	928.06
951891	1	13,857.80	928.06
951892	1	13,857.80	928.06
951893	1	13,857.80	928.06
951894	1	13,857.80	928.06
951895	1	13,857.80	928.06
951896	1	13,857.80	928.06
951897	1	13,857.80	928.06
951898	1	13,857.80	928.06
951899	1	13,857.80	928.06
951900	1	13,857.80	928.06
951901	1	13,857.80	928.06
951902	1	13,857.80	928.06
951903	1	13,857.80	928.06
951904	1	13,857.80	928.06
951905	1	13,857.80	928.06
951906	1	13,857.80	928.06
951907	1	13,857.80	928.06
951908	1	13,857.80	928.06
951909	1	13,857.80	928.06
951910	1	13,857.80	928.06
951911	1	13,857.80	928.06
951912	1	13,857.80	928.06
951913	1	13,857.80	928.06
951914	1	13,857.80	928.06
951915	1	13,857.80	928.06
951916	1	13,857.80	928.06
951917	1	13,857.80	928.06
951918	1	13,857.80	928.06
951919	1	13,857.80	928.06
951920	1	13,857.80	928.06
951921	1	13,857.80	928.06
951922	1	13,857.80	928.06
951923	1	13,857.80	928.06
951924	1	13,857.80	928.06
951925	1	13,857.80	928.06
951926	1	13,857.80	928.06



Property ID	Lot Type	Improvement Area #1	
		Outstanding Assessment	Annual Installment Due 1/31/2024
951927	1	13,857.80	928.06
951928	1	13,857.80	928.06
951929	1	13,857.80	928.06
951930	1	13,857.80	928.06
951931	1	13,857.80	928.06
951932	1	13,857.80	928.06
951933	1	13,857.80	928.06
951934	1	13,857.80	928.06
951935	1	13,857.80	928.06
951936	1	13,857.80	928.06
951937	1	13,857.80	928.06
951938	1	13,857.80	928.06
951939	1	13,857.80	928.06
951940	1	13,857.80	928.06
951941	1	13,857.80	928.06
951942	1	13,857.80	928.06
951943	1	13,857.80	928.06
951944	1	13,857.80	928.06
951945	1	13,857.80	928.06
951946	1	13,857.80	928.06
951947	1	13,857.80	928.06
951948	1	13,857.80	928.06
951949	1	13,857.80	928.06
951950	1	13,857.80	928.06
951951	1	13,857.80	928.06
951952	1	13,857.80	928.06
951953	1	13,857.80	928.06
951954	1	13,857.80	928.06
951955	1	13,857.80	928.06
951956	1	13,857.80	928.06
951957	1	13,857.80	928.06
951958	1	13,857.80	928.06
951960	1	13,857.80	928.06
951961	1	13,857.80	928.06
951962	1	13,857.80	928.06
951963	1	13,857.80	928.06
951964	1	13,857.80	928.06
951965	1	13,857.80	928.06
951966	1	13,857.80	928.06
951967	1	13,857.80	928.06

Property ID	Lot Type	Improvement Area #1	
		Outstanding Assessment	Annual Installment Due 1/31/2024
951968	1	13,857.80	928.06
951969	1	13,857.80	928.06
951970	1	13,857.80	928.06
951971	1	13,857.80	928.06
951972	1	13,857.80	928.06
951973	1	13,857.80	928.06
951974	1	13,857.80	928.06
951975	1	13,857.80	928.06
951976	1	13,857.80	928.06
951977	1	13,857.80	928.06
951978	1	13,857.80	928.06
951979	1	13,857.80	928.06
951980	1	13,857.80	928.06
951981	1	13,857.80	928.06
951982	1	13,857.80	928.06
951983	1	13,857.80	928.06
951984	1	13,857.80	928.06
951985	1	13,857.80	928.06
951986	1	13,857.80	928.06
951987	1	13,857.80	928.06
951988	1	13,857.80	928.06
951989	1	13,857.80	928.06
951990	1	13,857.80	928.06
951991	1	13,857.80	928.06
951992	1	13,857.80	928.06
951993	1	13,857.80	928.06
951994	1	13,857.80	928.06
951995	1	13,857.80	928.06
951996	1	13,857.80	928.06
951997	1	13,857.80	928.06
951998	1	13,857.80	928.06
951999	1	13,857.80	928.06
952000	Open Space	-	-
952001	Open Space	-	-
952002	Open Space	-	-
952003	Open Space	-	-
952004	1	13,857.80	928.06
952005	1	13,857.80	928.06
952006	1	13,857.80	928.06
952007	1	13,857.80	928.06

Property ID	Lot Type	Improvement Area #1	
		Outstanding Assessment	Annual Installment Due 1/31/2024
952008	1	13,857.80	928.06
952009	1	13,857.80	928.06
952010	1	13,857.80	928.06
952011	1	13,857.80	928.06
952012	1	13,857.80	928.06
952013	1	13,857.80	928.06
952014	1	13,857.80	928.06
952015	1	13,857.80	928.06
952016	1	13,857.80	928.06
952017	1	13,857.80	928.06
952018	1	13,857.80	928.06
952019	1	13,857.80	928.06
952020	1	13,857.80	928.06
952021	1	13,857.80	928.06
952022	1	13,857.80	928.06
952023	1	13,857.80	928.06
952024	1	13,857.80	928.06
952025	1	13,857.80	928.06
952026	1	13,857.80	928.06
952027	1	13,857.80	928.06
952028	1	13,857.80	928.06
952029	1	13,857.80	928.06
952030	1	13,857.80	928.06
952031	1	13,857.80	928.06
952032	1	13,857.80	928.06
952033	1	13,857.80	928.06
952034	1	13,857.80	928.06
952035	1	13,857.80	928.06
952036	1	13,857.80	928.06
952037	1	13,857.80	928.06
952038	1	13,857.80	928.06
952039	1	13,857.80	928.06
952040	1	13,857.80	928.06
952041	1	13,857.80	928.06
952042	1	13,857.80	928.06
952043	1	13,857.80	928.06
952044	1	13,857.80	928.06
952045	1	13,857.80	928.06
952046	1	13,857.80	928.06
952047	1	13,857.80	928.06

Property ID	Lot Type	Improvement Area #1	
		Outstanding Assessment	Annual Installment Due 1/31/2024
952048	1	13,857.80	928.06
952051	1	13,857.80	928.06
952052	1	13,857.80	928.06
952053	1	13,857.80	928.06
952054	1	13,857.80	928.06
952055	1	13,857.80	928.06
952056	1	13,857.80	928.06
952057	1	13,857.80	928.06
952058	1	13,857.80	928.06
952059	1	13,857.80	928.06
952060	1	13,857.80	928.06
952061	1	13,857.80	928.06
952062	1	13,857.80	928.06
952063	1	13,857.80	928.06
952064	1	13,857.80	928.06
952065	1	13,857.80	928.06
952066	1	13,857.80	928.06
952067	1	13,857.80	928.06
952068	1	13,857.80	928.06
952069	1	13,857.80	928.06
952070	1	13,857.80	928.06
952071	1	13,857.80	928.06
952072	1	13,857.80	928.06
952073	1	13,857.80	928.06
952074	1	13,857.80	928.06
952075	1	13,857.80	928.06
952076	1	13,857.80	928.06
952077	1	13,857.80	928.06
952078	1	13,857.80	928.06
952079	1	13,857.80	928.06
952080	Open Space	-	-
953579	1	13,857.80	928.06
953580	1	13,857.80	928.06
953583	1	13,857.80	928.06
953584	1	13,857.80	928.06
953585	1	13,857.80	928.06
953586	1	13,857.80	928.06
953587	1	13,857.80	928.06
953588	1	13,857.80	928.06
953589	1	13,857.80	928.06

Property ID	Lot Type	Improvement Area #1	
		Outstanding Assessment	Annual Installment Due 1/31/2024
953590	1	13,857.80	928.06
953591	1	13,857.80	928.06
953592	1	13,857.80	928.06
953593	1	13,857.80	928.06
953594	1	13,857.80	928.06
953595	1	13,857.80	928.06
953596	1	13,857.80	928.06
953597	Open Space	-	-
953598	1	13,857.80	928.06
953599	1	13,857.80	928.06
953600	1	13,857.80	928.06
953601	1	13,857.80	928.06
953602	1	13,857.80	928.06
953603	1	13,857.80	928.06
953604	1	13,857.80	928.06
953605	1	13,857.80	928.06
953606	1	13,857.80	928.06
953607	1	13,857.80	928.06
953608	1	13,857.80	928.06
953609	Open Space	-	-
953610	1	13,857.80	928.06
953611	1	13,857.80	928.06
953612	1	13,857.80	928.06
953613	Open Space	-	-
953614	1	13,857.80	928.06
953615	1	13,857.80	928.06
953616	1	13,857.80	928.06
953617	1	13,857.80	928.06
953618	1	13,857.80	928.06
953619	1	13,857.80	928.06
953620	1	13,857.80	928.06
953621	1	13,857.80	928.06
953622	1	13,857.80	928.06
953623	1	13,857.80	928.06
953624	1	13,857.80	928.06
953625	1	13,857.80	928.06
953626	1	13,857.80	928.06
953627	1	13,857.80	928.06
953628	1	13,857.80	928.06
953629	1	13,857.80	928.06

Property ID	Lot Type	Improvement Area #1	
		Outstanding Assessment	Annual Installment Due 1/31/2024
953630	1	13,857.80	928.06
953631	1	13,857.80	928.06
953632	1	13,857.80	928.06
953633	1	13,857.80	928.06
953634	1	13,857.80	928.06
953635	1	13,857.80	928.06
953636	1	13,857.80	928.06
953637	1	13,857.80	928.06
953638	1	13,857.80	928.06
953639	1	13,857.80	928.06
953640	1	13,857.80	928.06
953641	1	13,857.80	928.06
953642	1	13,857.80	928.06
953643	1	13,857.80	928.06
953644	1	13,857.80	928.06
953645	1	13,857.80	928.06
953646	1	13,857.80	928.06
953647	Open Space	-	-
953648	1	13,857.80	928.06
953649	1	13,857.80	928.06
953650	1	13,857.80	928.06
953651	1	13,857.80	928.06
953653	1	13,857.80	928.06
953654	1	13,857.80	928.06
953655	1	13,857.80	928.06
953656	1	13,857.80	928.06
953657	1	13,857.80	928.06
953658	1	13,857.80	928.06
953659	1	13,857.80	928.06
953660	1	13,857.80	928.06
953661	1	13,857.80	928.06
953662	1	13,857.80	928.06
953663	Prepaid	-	-
<b>Total</b>		<b>\$ 3,644,600.92</b>	<b>\$ 244,079.47</b>

*Note: Totals may not sum due to rounding. Due to prepayments not yet redeemed the outstanding assessment may be less than outstanding Bonds for Improvement Area #1.*

## EXHIBIT G – IMPROVEMENT AREA #1 ANNUAL INSTALLMENT SCHEDULE

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest [b]	Capitalized Interest	Total Annual Installment
2024	\$ 79,253.82	\$ 132,647.89	\$ 14,813.52	\$ 18,292.29	\$ -	\$ 245,007.53
2025	81,810.40	130,666.54	15,109.79	17,896.02	-	245,482.76
2026	84,366.97	128,621.28	15,411.99	17,486.97	-	245,887.22
2027	86,923.55	126,512.11	15,720.23	17,065.14	-	246,221.03
2028	89,480.12	123,795.75	16,034.63	16,630.52	-	245,941.03
2029	92,036.70	120,999.49	16,355.32	16,183.12	-	245,574.64
2030	94,593.27	118,123.34	16,682.43	15,722.94	-	245,121.99
2031	97,149.85	115,167.31	17,016.08	15,249.97	-	244,583.21
2032	102,263.00	112,131.38	17,356.40	14,764.22	-	246,515.00
2033	104,819.57	108,552.17	17,703.53	14,252.91	-	245,328.18
2034	107,376.15	104,883.49	18,057.60	13,728.81	-	244,046.04
2035	112,489.30	101,125.32	18,418.75	13,191.93	-	245,225.30
2036	117,602.45	97,188.20	18,787.13	12,629.48	-	246,207.25
2037	120,159.02	93,072.11	19,162.87	12,041.47	-	244,435.47
2038	125,272.17	88,866.54	19,546.13	11,440.67	-	245,125.52
2039	130,385.32	84,482.02	19,937.05	10,814.31	-	245,618.71
2040	135,498.47	79,918.53	20,335.79	10,162.39	-	245,915.18
2041	140,611.62	75,176.09	20,742.51	9,484.89	-	246,015.11
2042	145,724.77	70,254.68	21,157.36	8,781.83	-	245,918.65
2043	150,837.92	64,425.69	21,580.50	8,053.21	-	244,897.33
2044	155,951.07	58,392.17	22,012.11	7,299.02	-	243,654.38
2045	163,620.80	52,154.13	22,452.36	6,519.27	-	244,746.55
2046	171,290.52	45,609.30	22,901.40	5,701.16	-	245,502.39
2047	178,960.24	38,757.68	23,359.43	4,844.71	-	245,922.07
2048	184,073.39	31,599.27	23,826.62	3,949.91	-	243,449.19
2049	194,299.69	24,236.33	24,303.15	3,029.54	-	245,868.72
2050	201,969.42	16,464.34	24,789.21	2,058.04	-	245,281.03
2051	209,639.14	8,385.57	25,285.00	1,048.20	-	244,357.91
<b>Total</b>	<b>\$ 3,658,458.72</b>	<b>\$ 2,352,208.71</b>	<b>\$ 548,858.89</b>	<b>\$ 308,322.94</b>	<b>\$ -</b>	<b>\$ 6,867,849.38</b>

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

**EXHIBIT H – IMPROVEMENT AREA #2 ASSESSMENT ROLL**

Parcel ID	Lot Type	Improvement Area #2	
		Outstanding Assessment	Annual Installment Due 1/31/2024
958244	2	\$ 13,857.80	\$ 928.06
958246	2	\$ 13,857.80	\$ 928.06
958247	2	\$ 13,857.80	\$ 928.06
958248	2	\$ 13,857.80	\$ 928.06
958249	2	\$ 13,857.80	\$ 928.06
958250	2	\$ 13,857.80	\$ 928.06
958251	2	\$ 13,857.80	\$ 928.06
958252	2	\$ 13,857.80	\$ 928.06
958254	2	\$ 13,857.80	\$ 928.06
958255	2	\$ 13,857.80	\$ 928.06
958256	2	\$ 13,857.80	\$ 928.06
958257	2	\$ 13,857.80	\$ 928.06
958258	Open Space	\$ -	\$ -
958259	2	\$ 13,857.80	\$ 928.06
958260	2	\$ 13,857.80	\$ 928.06
958262	2	\$ 13,857.80	\$ 928.06
958263	2	\$ 13,857.80	\$ 928.06
958264	2	\$ 13,857.80	\$ 928.06
958265	2	\$ 13,857.80	\$ 928.06
958266	2	\$ 13,857.80	\$ 928.06
958267	2	\$ 13,857.80	\$ 928.06
958268	2	\$ 13,857.80	\$ 928.06
958269	2	\$ 13,857.80	\$ 928.06
958270	2	\$ 13,857.80	\$ 928.06
958271	2	\$ 13,857.80	\$ 928.06
958272	2	\$ 13,857.80	\$ 928.06
958273	2	\$ 13,857.80	\$ 928.06
958274	2	\$ 13,857.80	\$ 928.06
958275	2	\$ 13,857.80	\$ 928.06
958276	2	\$ 13,857.80	\$ 928.06
958277	2	\$ 13,857.80	\$ 928.06
958278	2	\$ 13,857.80	\$ 928.06
958279	2	\$ 13,857.80	\$ 928.06
958280	2	\$ 13,857.80	\$ 928.06
958282	2	\$ 13,857.80	\$ 928.06
958283	2 - Prepaid	\$ -	\$ -
958284	2	\$ 13,857.80	\$ 928.06
958285	2	\$ 13,857.80	\$ 928.06
958286	2	\$ 13,857.80	\$ 928.06
958287	2	\$ 13,857.80	\$ 928.06



		Improvement Area #2		
Parcel ID	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2024	
958288	2	\$ 13,857.80	\$	928.06
958289	2	\$ 13,857.80	\$	928.06
958290	2	\$ 13,857.80	\$	928.06
958291	2	\$ 13,857.80	\$	928.06
958292	2	\$ 13,857.80	\$	928.06
958293	2	\$ 13,857.80	\$	928.06
958294	2	\$ 13,857.80	\$	928.06
958295	2	\$ 13,857.80	\$	928.06
958296	2	\$ 13,857.80	\$	928.06
958297	2	\$ 13,857.80	\$	928.06
958298	2	\$ 13,857.80	\$	928.06
958299	2	\$ 13,857.80	\$	928.06
958300	2	\$ 13,857.80	\$	928.06
958301	2	\$ 13,857.80	\$	928.06
958302	2	\$ 13,857.80	\$	928.06
958303	2	\$ 13,857.80	\$	928.06
958304	2	\$ 13,857.80	\$	928.06
958305	2	\$ 13,857.80	\$	928.06
958306	2	\$ 13,857.80	\$	928.06
958307	2	\$ 13,857.80	\$	928.06
958309	2	\$ 13,857.80	\$	928.06
958310	2	\$ 13,857.80	\$	928.06
958311	2	\$ 13,857.80	\$	928.06
958312	2	\$ 13,857.80	\$	928.06
958313	2	\$ 13,857.80	\$	928.06
958314	2	\$ 13,857.80	\$	928.06
958315	2	\$ 13,857.80	\$	928.06
958316	2	\$ 13,857.80	\$	928.06
958317	2	\$ 13,857.80	\$	928.06
958319	2	\$ 13,857.80	\$	928.06
958320	2	\$ 13,857.80	\$	928.06
958321	2	\$ 13,857.80	\$	928.06
958323	Open Space	\$ -	\$	-
958324	2	\$ 13,857.80	\$	928.06
958325	2	\$ 13,857.80	\$	928.06
958326	2	\$ 13,857.80	\$	928.06
958327	2	\$ 13,857.80	\$	928.06
958328	2	\$ 13,857.80	\$	928.06
958329	2	\$ 13,857.80	\$	928.06
958330	2	\$ 13,857.80	\$	928.06

		Improvement Area #2		
Parcel ID	Lot Type	Outstanding Assessment	Annual Installment	
			Due 1/31/2024	
958331	2	\$ 13,857.80	\$	928.06
958332	2	\$ 13,857.80	\$	928.06
958333	2	\$ 13,857.80	\$	928.06
958334	2	\$ 13,857.80	\$	928.06
958335	2	\$ 13,857.80	\$	928.06
958336	2	\$ 13,857.80	\$	928.06
958337	2	\$ 13,857.80	\$	928.06
958338	2	\$ 13,857.80	\$	928.06
958339	2	\$ 13,857.80	\$	928.06
958340	2	\$ 13,857.80	\$	928.06
958341	2	\$ 13,857.80	\$	928.06
958343	Open Space	\$ -	\$	-
958344	2	\$ 13,857.80	\$	928.06
958345	2	\$ 13,857.80	\$	928.06
958357	Open Space	\$ -	\$	-
958358	2	\$ 13,857.80	\$	928.06
958359	2	\$ 13,857.80	\$	928.06
958360	2	\$ 13,857.80	\$	928.06
958361	2	\$ 13,857.80	\$	928.06
958363	2	\$ 13,857.80	\$	928.06
958364	2	\$ 13,857.80	\$	928.06
958365	2	\$ 13,857.80	\$	928.06
958366	2	\$ 13,857.80	\$	928.06
958367	2	\$ 13,857.80	\$	928.06
958368	2	\$ 13,857.80	\$	928.06
958369	2	\$ 13,857.80	\$	928.06
958370	Open Space	\$ -	\$	-
958375	2	\$ 13,857.80	\$	928.06
958376	2	\$ 13,857.80	\$	928.06
958377	2	\$ 13,857.80	\$	928.06
958378	2	\$ 13,857.80	\$	928.06
958379	2	\$ 13,857.80	\$	928.06
958380	2	\$ 13,857.80	\$	928.06
958381	2	\$ 13,857.80	\$	928.06
958382	2	\$ 13,857.80	\$	928.06
958383	2	\$ 13,857.80	\$	928.06
958384	2	\$ 13,857.80	\$	928.06
958385	2	\$ 13,857.80	\$	928.06
958386	2	\$ 13,857.80	\$	928.06
958387	2	\$ 13,857.80	\$	928.06

		Improvement Area #2	
Parcel ID	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2024
958388	2	\$ 13,857.80	\$ 928.06
958389	2	\$ 13,857.80	\$ 928.06
958390	2	\$ 13,857.80	\$ 928.06
958391	2	\$ 13,857.80	\$ 928.06
958392	2	\$ 13,857.80	\$ 928.06
958393	2	\$ 13,857.80	\$ 928.06
958394	2	\$ 13,857.80	\$ 928.06
958395	2	\$ 13,857.80	\$ 928.06
958396	2	\$ 13,857.80	\$ 928.06
958397	2	\$ 13,857.80	\$ 928.06
958398	Open Space	\$ -	\$ -
958402	3	\$ 14,100.92	\$ 944.34
958403	3	\$ 14,100.92	\$ 944.34
958404	3	\$ 14,100.92	\$ 944.34
958405	3	\$ 14,100.92	\$ 944.34
958407	2	\$ 13,857.80	\$ 928.06
958408	2	\$ 13,857.80	\$ 928.06
958409	2	\$ 13,857.80	\$ 928.06
958410	2	\$ 13,857.80	\$ 928.06
958411	2	\$ 13,857.80	\$ 928.06
958412	Open Space	\$ -	\$ -
958413	3	\$ 14,100.92	\$ 944.34
958414	3	\$ 14,100.92	\$ 944.34
958415	3	\$ 14,100.92	\$ 944.34
958416	3	\$ 14,100.92	\$ 944.34
958463	2	\$ 13,857.80	\$ 928.06
958464	2	\$ 13,857.80	\$ 928.06
958465	2	\$ 13,857.80	\$ 928.06
958466	2	\$ 13,857.80	\$ 928.06
958467	2	\$ 13,857.80	\$ 928.06
958468	2	\$ 13,857.80	\$ 928.06
958469	2	\$ 13,857.80	\$ 928.06
958470	2	\$ 13,857.80	\$ 928.06
958471	2	\$ 13,857.80	\$ 928.06
958472	2	\$ 13,857.80	\$ 928.06
958475	3	\$ 14,100.92	\$ 944.34
958476	3	\$ 14,100.92	\$ 944.34
958477	3	\$ 14,100.92	\$ 944.34
958478	3	\$ 14,100.92	\$ 944.34
958479	3	\$ 14,100.92	\$ 944.34

		Improvement Area #2		
Parcel ID	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2024	
958480	3	\$ 14,100.92	\$	944.34
958481	3	\$ 14,100.92	\$	944.34
958482	3	\$ 14,100.92	\$	944.34
958483	3	\$ 14,100.92	\$	944.34
958484	2	\$ 13,857.80	\$	928.06
958485	2	\$ 13,857.80	\$	928.06
958486	2	\$ 13,857.80	\$	928.06
958487	2	\$ 13,857.80	\$	928.06
958488	2	\$ 13,857.80	\$	928.06
958489	2	\$ 13,857.80	\$	928.06
958490	2	\$ 13,857.80	\$	928.06
958491	2	\$ 13,857.80	\$	928.06
958492	3	\$ 14,100.92	\$	944.34
958493	3	\$ 14,100.92	\$	944.34
958494	3	\$ 14,100.92	\$	944.34
958495	3	\$ 14,100.92	\$	944.34
958496	3	\$ 14,100.92	\$	944.34
958497	2	\$ 13,857.80	\$	928.06
958498	2	\$ 13,857.80	\$	928.06
958499	2	\$ 13,857.80	\$	928.06
958500	2	\$ 13,857.80	\$	928.06
958501	2	\$ 13,857.80	\$	928.06
958761	2	\$ 13,857.80	\$	928.06
958762	2	\$ 13,857.80	\$	928.06
958763	2	\$ 13,857.80	\$	928.06
958764	2	\$ 13,857.80	\$	928.06
958765	2	\$ 13,857.80	\$	928.06
958766	2	\$ 13,857.80	\$	928.06
958767	2	\$ 13,857.80	\$	928.06
958768	2	\$ 13,857.80	\$	928.06
958769	Open Space	\$ -	\$	-
958770	2	\$ 13,857.80	\$	928.06
958771	2	\$ 13,857.80	\$	928.06
958772	3	\$ 14,100.92	\$	944.34
958773	3	\$ 14,100.92	\$	944.34
958774	Open Space	\$ -	\$	-
958775	3	\$ 14,100.92	\$	944.34
958776	3	\$ 14,100.92	\$	944.34
958777	3	\$ 14,100.92	\$	944.34
958778	3	\$ 14,100.92	\$	944.34

		Improvement Area #2	
Parcel ID	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2024
958779	3	\$ 14,100.92	\$ 944.34
958780	3	\$ 14,100.92	\$ 944.34
958781	Open Space	\$ -	\$ -
958782	3	\$ 14,100.92	\$ 944.34
958783	3	\$ 14,100.92	\$ 944.34
958784	3	\$ 14,100.92	\$ 944.34
958785	3	\$ 14,100.92	\$ 944.34
958786	3	\$ 14,100.92	\$ 944.34
958787	3	\$ 14,100.92	\$ 944.34
958788	3	\$ 14,100.92	\$ 944.34
958789	3	\$ 14,100.92	\$ 944.34
958790	3	\$ 14,100.92	\$ 944.34
958791	3	\$ 14,100.92	\$ 944.34
958792	3	\$ 14,100.92	\$ 944.34
958793	3	\$ 14,100.92	\$ 944.34
958794	2	\$ 13,857.80	\$ 928.06
958795	2	\$ 13,857.80	\$ 928.06
958796	2	\$ 13,857.80	\$ 928.06
958797	2	\$ 13,857.80	\$ 928.06
958798	2	\$ 13,857.80	\$ 928.06
958799	3	\$ 14,100.92	\$ 944.34
958800	3	\$ 14,100.92	\$ 944.34
958801	3	\$ 14,100.92	\$ 944.34
958802	2	\$ 13,857.80	\$ 928.06
958803	2	\$ 13,857.80	\$ 928.06
958804	2	\$ 13,857.80	\$ 928.06
958805	3	\$ 14,100.92	\$ 944.34
958806	3	\$ 14,100.92	\$ 944.34
958807	3	\$ 14,100.92	\$ 944.34
958808	3	\$ 14,100.92	\$ 944.34
958809	3	\$ 14,100.92	\$ 944.34
958810	3	\$ 14,100.92	\$ 944.34
958811	3	\$ 14,100.92	\$ 944.34
958812	3	\$ 14,100.92	\$ 944.34
958813	3	\$ 14,100.92	\$ 944.34
958814	3	\$ 14,100.92	\$ 944.34
958815	3	\$ 14,100.92	\$ 944.34
958816	3	\$ 14,100.92	\$ 944.34
958817	3	\$ 14,100.92	\$ 944.34
958818	3	\$ 14,100.92	\$ 944.34

		Improvement Area #2	
Parcel ID	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2024
958819	3	\$ 14,100.92	\$ 944.34
958820	3	\$ 14,100.92	\$ 944.34
958821	3	\$ 14,100.92	\$ 944.34
958822	3	\$ 14,100.92	\$ 944.34
958823	3	\$ 14,100.92	\$ 944.34
958824	3	\$ 14,100.92	\$ 944.34
958825	2	\$ 13,857.80	\$ 928.06
958826	2	\$ 13,857.80	\$ 928.06
958827	2	\$ 13,857.80	\$ 928.06
958828	2	\$ 13,857.80	\$ 928.06
958829	2	\$ 13,857.80	\$ 928.06
958830	3	\$ 14,100.92	\$ 944.34
958831	3	\$ 14,100.92	\$ 944.34
958832	3	\$ 14,100.92	\$ 944.34
958833	3	\$ 14,100.92	\$ 944.34
958834	3	\$ 14,100.92	\$ 944.34
958835	3	\$ 14,100.92	\$ 944.34
958836	3	\$ 14,100.92	\$ 944.34
958837	3	\$ 14,100.92	\$ 944.34
958838	3	\$ 14,100.92	\$ 944.34
958839	Open Space	\$ -	\$ -
958840	3	\$ 14,100.92	\$ 944.34
<b>Total</b>		<b>\$ 3,482,683.49</b>	<b>\$ 233,235.84</b>

*Note: Totals may not sum due to rounding. Due to prepayments not yet redeemed the outstanding assessment may be less than outstanding Bonds for Improvement Area #2.*

## EXHIBIT I – IMPROVEMENT AREA #2 ANNUAL INSTALLMENT SCHEDULE

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest [b]	Capitalized Interest	Total Annual Installment
2024	\$ 75,746.18	\$ 126,777.11	\$ 14,157.91	\$ 17,482.71	\$ -	\$ 234,163.90
2025	78,189.60	124,883.46	14,441.06	17,103.98	-	234,618.09
2026	80,633.03	122,928.72	14,729.89	16,713.03	-	235,004.65
2027	83,076.45	120,912.89	15,024.48	16,309.86	-	235,323.68
2028	85,519.88	118,316.75	15,324.97	15,894.48	-	235,056.08
2029	87,963.30	115,644.25	15,631.47	15,466.88	-	234,705.90
2030	90,406.73	112,895.40	15,944.10	15,027.06	-	234,273.29
2031	92,850.15	110,070.19	16,262.98	14,575.03	-	233,758.35
2032	97,737.00	107,168.62	16,588.24	14,110.78	-	235,604.65
2033	100,180.43	103,747.83	16,920.01	13,622.09	-	234,470.36
2034	102,623.85	100,241.51	17,258.41	13,121.19	-	233,244.96
2035	107,510.70	96,649.68	17,603.58	12,608.07	-	234,372.03
2036	112,397.55	92,886.80	17,955.65	12,070.52	-	235,310.52
2037	114,840.98	88,952.89	18,314.76	11,508.53	-	233,617.16
2038	119,727.83	84,933.46	18,681.06	10,934.33	-	234,276.66
2039	124,614.68	80,742.98	19,054.68	10,335.69	-	234,748.02
2040	129,501.53	76,381.47	19,435.77	9,712.61	-	235,031.38
2041	134,388.38	71,848.91	19,824.49	9,065.11	-	235,126.88
2042	139,275.23	67,145.32	20,220.98	8,393.17	-	235,034.69
2043	144,162.08	61,574.31	20,625.40	7,696.79	-	234,058.57
2044	149,048.93	55,807.83	21,037.90	6,975.98	-	232,870.64
2045	156,379.20	49,845.87	21,458.66	6,230.73	-	233,914.47
2046	163,709.48	43,590.70	21,887.83	5,448.84	-	234,636.85
2047	171,039.76	37,042.32	22,325.59	4,630.29	-	235,037.96
2048	175,926.61	30,200.73	22,772.10	3,775.09	-	232,674.53
2049	185,700.31	23,163.67	23,227.55	2,895.46	-	234,986.97
2050	193,030.58	15,735.66	23,692.10	1,966.96	-	234,425.29
2051	200,360.86	8,014.43	24,165.94	1,001.80	-	233,543.03
<b>Total</b>	<b>\$ 3,496,541.28</b>	<b>\$ 2,248,103.77</b>	<b>\$ 524,567.55</b>	<b>\$ 294,677.06</b>	<b>\$ -</b>	<b>\$ 6,563,889.54</b>

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

**EXHIBIT J – IMPROVEMENT AREA #3 ASSESSMENT ROLL**

Parcel ID	Legal Description	Lot Type	Improvement Area #3	
			Outstanding Assessment	Annual Installment Due 1/31/2024
958418	MANOR HEIGHTS PHS 2 SEC 1B BLK M LOT 2	Condo Parcel	\$ 864,012.02	\$ 70,237.78
966229	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 8 (DRAINAGE)	Non-Benefited	\$ -	\$ -
965955	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 50 (PARKLAND)	Non-Benefited	\$ -	\$ -
966065	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 27	Lot Type 5	\$ 12,355.37	\$ 1,004.40
965943	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 38	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965944	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 39	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965945	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 40	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965946	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 41	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965947	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 42	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965948	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 43	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965949	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 44	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965950	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 45	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965951	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 46	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965952	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 47	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965953	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 48	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965954	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 49	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965955	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 50 (PARKLAND)	Non-Benefited	\$ -	\$ -
965956	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 51	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965957	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 52	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965958	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 53	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965959	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 54	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965960	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 55	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965961	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 56	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965962	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 57	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965963	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 58	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965964	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 59	Lot Type 5	\$ 12,355.37	\$ 1,004.40
965965	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 60 (LANDSCAPE)	Non-Benefited	\$ -	\$ -
965966	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 8	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965967	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 7	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965968	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 6	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965969	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 5	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965970	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 4	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965971	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 3	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965972	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 2	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965973	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 1	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965974	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 18	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965975	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 17	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965976	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 16	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965977	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 15	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965978	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 14	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965979	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 13	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965980	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 12	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965981	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 11	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965983	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 46 (LANDSCAPE)	Non-Benefited	\$ -	\$ -
965984	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 45	Lot Type 4	\$ 11,232.16	\$ 913.09
965985	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 44	Lot Type 4	\$ 11,232.16	\$ 913.09
965986	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 43	Lot Type 4	\$ 11,232.16	\$ 913.09
965987	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 42	Lot Type 4	\$ 11,232.16	\$ 913.09
965988	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 41	Lot Type 4	\$ 11,232.16	\$ 913.09
965989	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 40	Lot Type 4	\$ 11,232.16	\$ 913.09
965990	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 39	Lot Type 4	\$ 11,232.16	\$ 913.09
965991	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 38	Lot Type 4	\$ 11,232.16	\$ 913.09
965992	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 37	Lot Type 4	\$ 11,232.16	\$ 913.09
965993	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 36	Lot Type 4	\$ 11,232.16	\$ 913.09
965994	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 35	Lot Type 4	\$ 11,232.16	\$ 913.09



Parcel ID	Legal Description	Lot Type	Improvement Area #3	
			Outstanding Assessment	Annual Installment Due 1/31/2024
965995	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 34	Lot Type 4	\$ 11,232.16	\$ 913.09
965996	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 33	Lot Type 4	\$ 11,232.16	\$ 913.09
965997	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 32	Lot Type 4	\$ 11,232.16	\$ 913.09
965998	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 31	Lot Type 4	\$ 11,232.16	\$ 913.09
965999	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 30	Lot Type 4	\$ 11,232.16	\$ 913.09
966000	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 29	Lot Type 4	\$ 11,232.16	\$ 913.09
966001	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 28	Lot Type 4	\$ 11,232.16	\$ 913.09
966002	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 27	Lot Type 4	\$ 11,232.16	\$ 913.09
966003	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 26	Lot Type 4	\$ 11,232.16	\$ 913.09
966004	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 25	Lot Type 4	\$ 11,232.16	\$ 913.09
966005	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 24	Lot Type 4	\$ 11,232.16	\$ 913.09
966006	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 23	Lot Type 4	\$ 11,232.16	\$ 913.09
966007	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 22	Lot Type 4	\$ 11,232.16	\$ 913.09
966008	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 21	Lot Type 4	\$ 11,232.16	\$ 913.09
966009	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 22	Lot Type 4	\$ 11,232.16	\$ 913.09
966010	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 21	Lot Type 4	\$ 11,232.16	\$ 913.09
966011	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 20	Lot Type 4	\$ 11,232.16	\$ 913.09
966012	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 19	Lot Type 4	\$ 11,232.16	\$ 913.09
966013	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 18	Lot Type 4	\$ 11,232.16	\$ 913.09
966014	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 17	Lot Type 4	\$ 11,232.16	\$ 913.09
966015	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 16	Lot Type 4	\$ 11,232.16	\$ 913.09
966016	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 15	Lot Type 4	\$ 11,232.16	\$ 913.09
966017	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 14	Lot Type 4	\$ 11,232.16	\$ 913.09
966018	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 13	Lot Type 4	\$ 11,232.16	\$ 913.09
966019	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 12	Lot Type 4	\$ 11,232.16	\$ 913.09
966020	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 11	Lot Type 4	\$ 11,232.16	\$ 913.09
966021	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 10	Lot Type 4	\$ 11,232.16	\$ 913.09
966022	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 9	Lot Type 4	\$ 11,232.16	\$ 913.09
966023	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 8	Lot Type 4	\$ 11,232.16	\$ 913.09
966024	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 7	Lot Type 4	\$ 11,232.16	\$ 913.09
966025	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 6	Lot Type 4	\$ 11,232.16	\$ 913.09
966026	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 5	Lot Type 4	\$ 11,232.16	\$ 913.09
966027	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 4	Lot Type 4	\$ 11,232.16	\$ 913.09
966028	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 3	Lot Type 4	\$ 11,232.16	\$ 913.09
966029	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 2	Lot Type 4	\$ 11,232.16	\$ 913.09
966030	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 1 (LANDSCAPE)	Non-Benefited	\$ -	\$ -
966031	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 24	Lot Type 4	\$ 11,232.16	\$ 913.09
966032	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 23	Lot Type 4	\$ 11,232.16	\$ 913.09
966033	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 22	Lot Type 4	\$ 11,232.16	\$ 913.09
966034	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 21	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966035	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 20	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966036	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 19	Lot Type 4	\$ 11,232.16	\$ 913.09
966037	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 18	Lot Type 4	\$ 11,232.16	\$ 913.09
966038	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 17	Lot Type 4	\$ 11,232.16	\$ 913.09
966039	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 16	Lot Type 4	\$ 11,232.16	\$ 913.09
966040	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 15	Lot Type 4	\$ 11,232.16	\$ 913.09
966041	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 14	Lot Type 4	\$ 11,232.16	\$ 913.09
966042	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 13	Lot Type 4	\$ 11,232.16	\$ 913.09
966043	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 12	Lot Type 4	\$ 11,232.16	\$ 913.09
966044	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 11	Lot Type 4	\$ 11,232.16	\$ 913.09
966045	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 10	Lot Type 4	\$ 11,232.16	\$ 913.09
966046	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 9	Lot Type 4	\$ 11,232.16	\$ 913.09
966047	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 8	Lot Type 4	\$ 11,232.16	\$ 913.09
966048	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 7	Lot Type 4	\$ 11,232.16	\$ 913.09
966049	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 6	Lot Type 4	\$ 11,232.16	\$ 913.09

Parcel ID	Legal Description	Lot Type	Improvement Area #3	
			Outstanding Assessment	Annual Installment Due 1/31/2024
966050	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 5	Lot Type 4	\$ 11,232.16	\$ 913.09
966051	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 4	Lot Type 4	\$ 11,232.16	\$ 913.09
966052	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 3	Lot Type 4	\$ 11,232.16	\$ 913.09
966053	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 2	Lot Type 4	\$ 11,232.16	\$ 913.09
966054	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 1 (LANDSCAPE)	Non-Benefited	\$ -	\$ -
966055	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 14	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966056	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 13	Lot Type 4	\$ 11,232.16	\$ 913.09
966057	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 12	Lot Type 4	\$ 11,232.16	\$ 913.09
966058	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 11	Lot Type 4	\$ 11,232.16	\$ 913.09
966059	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 10	Lot Type 4	\$ 11,232.16	\$ 913.09
966060	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 9	Lot Type 4	\$ 11,232.16	\$ 913.09
966061	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 8	Lot Type 4	\$ 11,232.16	\$ 913.09
966062	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 7	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966063	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 28	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966064	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 29	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966066	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 10	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966067	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 9	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966069	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 30	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966070	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 31	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966071	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 32	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966072	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 33	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966073	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 34	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966074	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 35	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966075	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 36	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966076	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 37	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966077	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 6	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966078	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 5	Lot Type 4	\$ 11,232.16	\$ 913.09
966079	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 4	Lot Type 4	\$ 11,232.16	\$ 913.09
966080	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 3	Lot Type 4	\$ 11,232.16	\$ 913.09
966081	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 2	Lot Type 4	\$ 11,232.16	\$ 913.09
966082	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 1 (LANDSCAPE)	Non-Benefited	\$ -	\$ -
966083	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 26	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966084	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 25	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966085	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 24	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966086	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 23	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966087	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 22	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966088	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 21	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966089	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 20	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966090	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 19	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966091	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 18	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966092	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 17	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966093	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 16	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966094	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 15	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966095	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 25	Lot Type 4	\$ 11,232.16	\$ 913.09
966124	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 20	Lot Type 4	\$ 11,232.16	\$ 913.09
966125	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 19	Lot Type 4	\$ 11,232.16	\$ 913.09
966126	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 12	Lot Type 4	\$ 11,232.16	\$ 913.09
966127	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 11	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966128	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 10	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966129	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 9	Lot Type 4	\$ 11,232.16	\$ 913.09
966130	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 8	Lot Type 4	\$ 11,232.16	\$ 913.09
966131	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 7	Lot Type 4	\$ 11,232.16	\$ 913.09
966132	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 6	Lot Type 4	\$ 11,232.16	\$ 913.09
966133	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 5	Lot Type 4	\$ 11,232.16	\$ 913.09
966134	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 4	Lot Type 4	\$ 11,232.16	\$ 913.09

Parcel ID	Legal Description	Lot Type	Improvement Area #3	
			Outstanding Assessment	Annual Installment Due 1/31/2024
966135	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 3	Lot Type 4	\$ 11,232.16	\$ 913.09
966136	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 2	Lot Type 4	\$ 11,232.16	\$ 913.09
966137	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 1	Lot Type 4	\$ 11,232.16	\$ 913.09
966138	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 1 (LANDSCAPE)	Non-Benefited	\$ -	\$ -
966139	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 2	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966140	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 3	Lot Type 4	\$ 11,232.16	\$ 913.09
966141	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 4	Lot Type 4	\$ 11,232.16	\$ 913.09
966142	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 5	Lot Type 4	\$ 11,232.16	\$ 913.09
966143	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 6	Lot Type 4	\$ 11,232.16	\$ 913.09
966144	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 7	Lot Type 4	\$ 11,232.16	\$ 913.09
966145	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 8	Lot Type 4	\$ 11,232.16	\$ 913.09
966146	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 9	Lot Type 4	\$ 11,232.16	\$ 913.09
966147	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 10	Lot Type 4	\$ 11,232.16	\$ 913.09
966148	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 11	Lot Type 4	\$ 11,232.16	\$ 913.09
966149	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 12	Lot Type 4	\$ 11,232.16	\$ 913.09
966150	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 13	Lot Type 4	\$ 11,232.16	\$ 913.09
966151	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 14	Lot Type 4	\$ 11,232.16	\$ 913.09
966152	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 15 (DRAINAGE)	Non-Benefited	\$ -	\$ -
966153	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 16	Lot Type 4	\$ 11,232.16	\$ 913.09
966154	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 17	Lot Type 4	\$ 11,232.16	\$ 913.09
966155	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 18	Lot Type 4	\$ 11,232.16	\$ 913.09
966156	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 19	Lot Type 4	\$ 11,232.16	\$ 913.09
966157	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 20 (LANDSCAPE)	Non-Benefited	\$ -	\$ -
966158	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 37	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966159	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 36	Lot Type 4	\$ 11,232.16	\$ 913.09
966160	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 35	Lot Type 4	\$ 11,232.16	\$ 913.09
966161	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 34	Lot Type 4	\$ 11,232.16	\$ 913.09
966162	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 33	Lot Type 4	\$ 11,232.16	\$ 913.09
966163	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 32	Lot Type 4	\$ 11,232.16	\$ 913.09
966164	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 31	Lot Type 4	\$ 11,232.16	\$ 913.09
966165	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 30	Lot Type 4	\$ 11,232.16	\$ 913.09
966166	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 29	Lot Type 4	\$ 11,232.16	\$ 913.09
966167	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 28	Lot Type 4	\$ 11,232.16	\$ 913.09
966168	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 27	Lot Type 4	\$ 11,232.16	\$ 913.09
966169	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 26	Lot Type 4	\$ 11,232.16	\$ 913.09
966170	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 25	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966171	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 24	Lot Type 4	\$ 11,232.16	\$ 913.09
966172	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 23	Lot Type 4	\$ 11,232.16	\$ 913.09
966173	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 22	Lot Type 4	\$ 11,232.16	\$ 913.09
966174	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 21	Lot Type 4	\$ 11,232.16	\$ 913.09
966175	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 20 (LANDSCAPE)	Non-Benefited	\$ -	\$ -
966176	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 19	Lot Type 4	\$ 11,232.16	\$ 913.09
966177	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 18	Lot Type 4	\$ 11,232.16	\$ 913.09
966178	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 17	Lot Type 4	\$ 11,232.16	\$ 913.09
966179	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 16	Lot Type 4	\$ 11,232.16	\$ 913.09
966180	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 15 (DRAINAGE)	Non-Benefited	\$ -	\$ -
966181	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 14	Lot Type 4	\$ 11,232.16	\$ 913.09
966182	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 13	Lot Type 4	\$ 11,232.16	\$ 913.09
966183	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 12	Lot Type 4	\$ 11,232.16	\$ 913.09
966184	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 11	Lot Type 4	\$ 11,232.16	\$ 913.09
966185	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 10	Lot Type 4	\$ 11,232.16	\$ 913.09
966186	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 9	Lot Type 4	\$ 11,232.16	\$ 913.09
966187	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 8	Lot Type 4	\$ 11,232.16	\$ 913.09
966188	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 7	Lot Type 4	\$ 11,232.16	\$ 913.09
966189	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 6	Lot Type 4	\$ 11,232.16	\$ 913.09

Parcel ID	Legal Description	Lot Type	Improvement Area #3	
			Outstanding Assessment	Annual Installment Due 1/31/2024
966190	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 5	Lot Type 4	\$ 11,232.16	\$ 913.09
966191	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 4	Lot Type 4	\$ 11,232.16	\$ 913.09
966192	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 3	Lot Type 4	\$ 11,232.16	\$ 913.09
966193	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 2	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966194	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 1 (LANDSCAPE)	Non-Benefited	\$ -	\$ -
966196	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 26	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966197	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 25	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966198	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 24	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966199	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 23	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966200	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 22	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966201	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 21	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966202	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 20	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966203	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 19	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966204	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 18	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966205	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 17	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966206	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 16	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966207	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 15	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966208	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 14	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966209	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 13	Lot Type 4	\$ 11,232.16	\$ 913.09
966210	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 12	Lot Type 4	\$ 11,232.16	\$ 913.09
966211	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 11	Lot Type 4	\$ 11,232.16	\$ 913.09
966212	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 10	Lot Type 4	\$ 11,232.16	\$ 913.09
966213	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 9	Lot Type 4	\$ 11,232.16	\$ 913.09
966214	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 8	Lot Type 4	\$ 11,232.16	\$ 913.09
966215	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 7	Lot Type 4	\$ 11,232.16	\$ 913.09
966216	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 6	Lot Type 4	\$ 11,232.16	\$ 913.09
966217	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 5	Lot Type 4	\$ 11,232.16	\$ 913.09
966218	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 4	Lot Type 4	\$ 11,232.16	\$ 913.09
966219	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 3	Lot Type 4	\$ 11,232.16	\$ 913.09
966220	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 2	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966221	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 1 (LANDSCAPE)	Non-Benefited	\$ -	\$ -
966222	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 1	Lot Type 4	\$ 11,232.16	\$ 913.09
966223	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 2	Lot Type 4	\$ 11,232.16	\$ 913.09
966224	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 3	Lot Type 4	\$ 11,232.16	\$ 913.09
966225	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 4	Lot Type 4	\$ 11,232.16	\$ 913.09
966226	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 5	Lot Type 4	\$ 11,232.16	\$ 913.09
966227	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 6	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966228	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 7	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966229	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 8 (DRAINAGE)	Non-Benefited	\$ -	\$ -
966230	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 9	Lot Type 4	\$ 11,232.16	\$ 913.09
966231	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 10	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966232	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 11	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966233	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 12	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966234	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 13	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966235	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 14	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966236	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 15	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966237	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 16	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966238	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 17	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966239	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 18	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966240	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 19	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966241	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 20	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966242	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 21	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966243	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 22	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966244	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 23	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966245	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 24	Lot Type 5	\$ 12,355.37	\$ 1,004.40

Parcel ID	Legal Description	Lot Type	Improvement Area #3	
			Outstanding Assessment	Annual Installment Due 1/31/2024
966246	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 25	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966247	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 26	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966098	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 18	Lot Type 4	\$ 11,232.16	\$ 913.09
966099	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 17	Lot Type 4	\$ 11,232.16	\$ 913.09
966100	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 16	Lot Type 4	\$ 11,232.16	\$ 913.09
966101	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 15	Lot Type 4	\$ 11,232.16	\$ 913.09
966102	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 14	Lot Type 4	\$ 11,232.16	\$ 913.09
966103	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 13	Lot Type 4	\$ 11,232.16	\$ 913.09
966104	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 12	Lot Type 4	\$ 11,232.16	\$ 913.09
966105	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 11	Lot Type 4	\$ 11,232.16	\$ 913.09
966106	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 10	Lot Type 4	\$ 11,232.16	\$ 913.09
966107	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 9	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966108	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 8	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966109	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 7	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966110	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 6	Lot Type 4	\$ 11,232.16	\$ 913.09
966111	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 5	Lot Type 4	\$ 11,232.16	\$ 913.09
966112	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 4	Lot Type 4	\$ 11,232.16	\$ 913.09
966113	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 3	Lot Type 4	\$ 11,232.16	\$ 913.09
966114	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 2	Lot Type 4	\$ 11,232.16	\$ 913.09
966115	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 1 (LANDSCAPE)	Non-Benefited	\$ -	\$ -
966116	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 20	Lot Type 4	\$ 11,232.16	\$ 913.09
966117	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 19	Lot Type 4	\$ 11,232.16	\$ 913.09
966118	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 18	Lot Type 4	\$ 11,232.16	\$ 913.09
966119	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 17	Lot Type 4	\$ 11,232.16	\$ 913.09
966120	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 16	Lot Type 4	\$ 11,232.16	\$ 913.09
966121	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 15	Lot Type 4	\$ 11,232.16	\$ 913.09
966122	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 14	Lot Type 4	\$ 11,232.16	\$ 913.09
966123	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 13	Lot Type 4	\$ 11,232.16	\$ 913.09
<b>Total</b>			<b>\$ 4,255,000.00</b>	<b>\$ 345,900.00</b>

**EXHIBIT K-1 – IMPROVEMENT AREA #3 BONDS ANNUAL INSTALLMENT  
SCHEDULE**

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest [b]	Total Annual Installment
2024	\$ 60,000	\$ 234,025	\$ 30,600	\$ 21,275	\$ 345,900
2025	60,000	230,725	31,212	20,975	342,912
2026	65,000	227,425	31,836	20,675	344,936
2027	70,000	223,850	32,473	20,350	346,673
2028	75,000	220,000	33,122	20,000	348,122
2029	75,000	215,875	33,785	19,625	344,285
2030	80,000	211,750	34,461	19,250	345,461
2031	85,000	207,350	35,150	18,850	346,350
2032	90,000	202,675	35,853	18,425	346,953
2033	95,000	197,725	36,570	17,975	347,270
2034	100,000	192,500	37,301	17,500	347,301
2035	105,000	187,000	38,047	17,000	347,047
2036	110,000	181,225	38,808	16,475	346,508
2037	120,000	175,175	39,584	15,925	350,684
2038	125,000	168,575	40,376	15,325	349,276
2039	130,000	161,700	41,184	14,700	347,584
2040	140,000	154,550	42,007	14,050	350,607
2041	145,000	146,850	42,847	13,350	348,047
2042	155,000	138,875	43,704	12,625	350,204
2043	165,000	130,350	44,578	11,850	351,778
2044	170,000	121,275	45,470	11,025	347,770
2045	180,000	111,925	46,379	10,175	348,479
2046	190,000	102,025	47,307	9,275	348,607
2047	200,000	91,575	48,253	8,325	348,153
2048	210,000	80,575	49,218	7,325	347,118
2049	225,000	69,025	50,203	6,275	350,503
2050	235,000	56,650	51,207	5,150	348,007
2051	250,000	43,725	52,231	3,975	349,931
2052	265,000	29,975	53,275	2,725	350,975
2053	280,000	15,400	54,341	1,400	351,141
<b>Total</b>	<b>\$ 4,255,000</b>	<b>\$ 4,530,350</b>	<b>\$ 1,241,383</b>	<b>\$ 411,850</b>	<b>\$ 10,438,583</b>

[a] Interest is calculated at a 5.50% rate for illustrative purposes.

[b] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

## EXHIBIT K-2 - IMPROVEMENT AREA #3 TOTAL ANNUAL INSTALLMENT SCHEDULE

Installment Due 1/31	Major Improvement Area Bonds				Improvement Area #3 Bonds				Total Annual Installment
	Principal	Interest [a]	Annual Collection	Additional Interest [c]	Principal	Interest [b]	Annual Collection	Additional Interest [c]	
2024	\$ 48,189	\$ 102,171	\$ 8,942	\$ 12,327	\$ 60,000	\$ 234,025	\$ 30,600	\$ 21,275	\$ 517,529
2025	49,744	100,665	9,120	12,086	60,000	230,725	31,212	20,975	514,528
2026	52,853	99,111	9,303	11,837	65,000	227,425	31,836	20,675	518,040
2027	54,407	97,459	9,489	11,573	70,000	223,850	32,473	20,350	519,602
2028	55,962	95,419	9,679	11,301	75,000	220,000	33,122	20,000	520,483
2029	57,516	93,320	9,872	11,021	75,000	215,875	33,785	19,625	516,015
2030	60,625	91,163	10,070	10,734	80,000	211,750	34,461	19,250	518,053
2031	62,180	88,890	10,271	10,431	85,000	207,350	35,150	18,850	518,121
2032	65,289	86,558	10,477	10,120	90,000	202,675	35,853	18,425	519,396
2033	68,398	83,865	10,686	9,793	95,000	197,725	36,570	17,975	520,012
2034	71,507	81,044	10,900	9,451	100,000	192,500	37,301	17,500	520,203
2035	74,616	78,094	11,118	9,094	105,000	187,000	38,047	17,000	519,969
2036	77,725	75,016	11,340	8,721	110,000	181,225	38,808	16,475	519,310
2037	80,834	71,810	11,567	8,332	120,000	175,175	39,584	15,925	523,227
2038	83,943	68,476	11,798	7,928	125,000	168,575	40,376	15,325	521,421
2039	87,052	65,013	12,034	7,508	130,000	161,700	41,184	14,700	519,191
2040	91,715	61,422	12,275	7,073	140,000	154,550	42,007	14,050	523,092
2041	94,824	57,639	12,520	6,614	145,000	146,850	42,847	13,350	519,645
2042	99,488	53,727	12,771	6,140	155,000	138,875	43,704	12,625	522,331
2043	104,151	49,375	13,026	5,643	165,000	130,350	44,578	11,850	523,973
2044	108,815	44,818	13,287	5,122	170,000	121,275	45,470	11,025	519,812
2045	113,478	40,057	13,553	4,578	180,000	111,925	46,379	10,175	520,146
2046	118,142	35,093	13,824	4,011	190,000	102,025	47,307	9,275	519,676
2047	124,360	29,924	14,100	3,420	200,000	91,575	48,253	8,325	519,957
2048	130,578	24,483	14,382	2,798	210,000	80,575	49,218	7,325	519,359
2049	136,796	18,771	14,670	2,145	225,000	69,025	50,203	6,275	522,884
2050	143,014	12,786	14,963	1,461	235,000	56,650	51,207	5,150	520,230
2051	149,232	6,529	15,262	746	250,000	43,725	52,231	3,975	521,700
2052	-	-	-	-	265,000	29,975	53,275	2,725	350,975
2053	-	-	-	-	280,000	15,400	54,341	1,400	351,141
<b>Total</b>	<b>\$ 2,465,431</b>	<b>\$ 1,812,698</b>	<b>\$ 331,299</b>	<b>\$ 212,010</b>	<b>\$ 4,255,000</b>	<b>\$ 4,530,350</b>	<b>\$ 1,241,383</b>	<b>\$ 411,850</b>	<b>\$ 15,260,022</b>

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Interest is calculated at a 5.50% rate for illustrative purposes.

[c] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

## EXHIBIT L - MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

Parcel ID	Legal Description	Improvement Area	Lot Type	Major Improvement Area	
				Outstanding Assessment	Annual Installment Due 1/31/2024
248072	Abs. 154, Sur. 52, AC Caldwell	MIA	Initial Parcel	\$ 549,699.22	\$ 38,266.96
248122	Abs. 456, Sur. 64, L Kimbro	MIA	Initial Parcel	\$ 2,356,578.77	\$ 164,051.71
477399	Lot 2, J F Nagle Estates	MIA	Initial Parcel	\$ 856,397.67	\$ 59,617.57
704716	Abs. 154, Sur. 52, AC Caldwell	MIA	Initial Parcel	\$ 528,324.75	\$ 36,778.99
958419	Manor Heights PHS 2 Sec 18 Blk M Lot 1	MIA	Initial Parcel	\$ 33,522.82	\$ 2,333.67
236952	Abs. 154, Sur. 52, AC Caldwell	MIA	Initial Parcel	\$ 1,043,327.44	\$ 72,630.57
902644	Abs. 154, Sur. 52, AC Caldwell	MIA	Initial Parcel	\$ 96,717.84	\$ 6,732.95
958418	Manor Heights PHS 2 Sec 18 Blk M Lot 2	IA#3	Condo Parcel	\$ 500,625.72	\$ 34,850.74
966229	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 8 (DRAINAGE)	IA#3	Non-Benefited	\$ -	\$ -
965955	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 50 (PARKLAND)	IA#3	Non-Benefited	\$ -	\$ -
966065	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 27	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
965943	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 38	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965944	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 39	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965945	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 40	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965946	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 41	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965947	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 42	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965948	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 43	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965949	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 44	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965950	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 45	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965951	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 46	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965952	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 47	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965953	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 48	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965954	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 49	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965955	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 50 (PARKLAND)	IA#3	Non-Benefited	\$ -	\$ -
965956	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 51	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965957	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 52	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965958	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 53	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965959	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 54	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965960	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 55	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965961	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 56	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965962	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 57	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965963	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 58	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965964	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 59	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
965965	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 60 (LANDSCAPE)	IA#3	Non-Benefited	\$ -	\$ -
965966	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 8	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965967	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 7	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965968	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 6	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965969	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 5	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965970	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 4	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965971	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 3	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965972	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 2	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965973	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 1	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965974	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 18	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965975	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 17	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965976	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 16	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965977	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 15	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965978	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 14	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965979	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 13	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965980	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 12	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965981	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 11	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965983	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 46 (LANDSCAPE)	IA#3	Non-Benefited	\$ -	\$ -
965984	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 45	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
965985	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 44	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
965986	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 43	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
965987	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 42	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
965988	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 41	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
965989	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 40	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
965990	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 39	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
965991	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 38	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
965992	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 37	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06



Parcel ID	Legal Description	Improvement Area	Lot Type	Major Improvement Area	
				Outstanding Assessment	Annual Installment Due 1/31/2024
965993	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 36	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
965994	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 35	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
965995	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 34	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
965996	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 33	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
965997	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 32	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
965998	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 31	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
965999	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 30	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966000	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 29	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966001	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 28	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966002	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 27	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966003	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 26	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966004	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 25	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966005	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 24	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966006	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 23	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966007	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 22	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966008	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 21	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966009	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 22	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966010	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 21	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966011	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 20	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966012	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 19	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966013	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 18	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966014	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 17	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966015	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 16	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966016	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 15	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966017	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 14	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966018	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 13	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966019	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 12	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966020	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 11	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966021	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 10	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966022	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 9	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966023	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 8	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966024	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 7	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966025	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 6	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966026	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 5	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966027	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 4	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966028	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 3	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966029	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 2	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966030	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 1 (LANDSCAPE)	IA#3	Non-Benefited	-	-
966031	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 24	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966032	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 23	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966033	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 22	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966034	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 21	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966035	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 20	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966036	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 19	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966037	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 18	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966038	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 17	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966039	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 16	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966040	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 15	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966041	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 14	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966042	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 13	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966043	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 12	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966044	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 11	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966045	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 10	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966046	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 9	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966047	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 8	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966048	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 7	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966049	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 6	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966050	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 5	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966051	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 4	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966052	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 3	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06

Parcel ID	Legal Description	Improvement Area	Lot Type	Major Improvement Area	
				Outstanding Assessment	Annual Installment Due 1/31/2024
966053	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 2	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966054	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 1 (LANDSCAPE)	IA#3	Non-Benefited	\$ -	\$ -
966055	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 14	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966056	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 13	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966057	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 12	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966058	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 11	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966059	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 10	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966060	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 9	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966061	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 8	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966062	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 7	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966063	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 28	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966064	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 29	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966066	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 10	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966067	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 9	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966069	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 30	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966070	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 31	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966071	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 32	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966072	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 33	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966073	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 34	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966074	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 35	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966075	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 36	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966076	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 37	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966077	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 6	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966078	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 5	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966079	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 4	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966080	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 3	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966081	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 2	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966082	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 1 (LANDSCAPE)	IA#3	Non-Benefited	\$ -	\$ -
966083	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 26	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966084	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 25	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966085	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 24	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966086	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 23	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966087	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 22	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966088	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 21	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966089	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 20	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966090	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 19	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966091	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 18	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966092	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 17	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966093	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 16	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966094	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 15	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966095	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 25	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966124	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 20	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966125	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 19	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966126	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 12	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966127	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 11	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966128	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 10	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966129	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 9	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966130	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 8	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966131	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 7	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966132	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 6	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966133	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 5	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966134	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 4	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966135	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 3	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966136	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 2	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966137	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 1	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966138	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 1 (LANDSCAPE)	IA#3	Non-Benefited	\$ -	\$ -
966139	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 2	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966140	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 3	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966141	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 4	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966142	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 5	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06

Parcel ID	Legal Description	Improvement Area	Lot Type	Major Improvement Area	
				Outstanding Assessment	Annual Installment Due 1/31/2024
966143	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 6	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966144	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 7	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966145	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 8	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966146	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 9	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966147	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 10	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966148	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 11	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966149	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 12	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966150	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 13	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966151	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 14	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966152	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 15 (DRAINAGE)	IA#3	Non-Benefited	\$ -	\$ -
966153	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 16	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966154	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 17	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966155	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 18	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966156	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 19	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966157	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 20 (LANDSCAPE)	IA#3	Non-Benefited	\$ -	\$ -
966158	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 37	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966159	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 36	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966160	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 35	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966161	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 34	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966162	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 33	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966163	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 32	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966164	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 31	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966165	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 30	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966166	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 29	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966167	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 28	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966168	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 27	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966169	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 26	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966170	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 25	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966171	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 24	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966172	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 23	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966173	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 22	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966174	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 21	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966175	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 20 (LANDSCAPE)	IA#3	Non-Benefited	\$ -	\$ -
966176	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 19	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966177	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 18	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966178	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 17	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966179	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 16	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966180	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 15 (DRAINAGE)	IA#3	Non-Benefited	\$ -	\$ -
966181	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 14	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966182	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 13	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966183	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 12	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966184	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 11	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966185	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 10	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966186	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 9	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966187	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 8	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966188	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 7	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966189	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 6	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966190	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 5	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966191	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 4	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966192	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 3	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966193	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 2	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966194	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 1 (LANDSCAPE)	IA#3	Non-Benefited	\$ -	\$ -
966196	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 26	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966197	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 25	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966198	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 24	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966199	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 23	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966200	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 22	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966201	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 21	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966202	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 20	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966203	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 19	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37

Parcel ID	Legal Description	Improvement Area	Lot Type	Major Improvement Area	
				Outstanding Assessment	Annual Installment Due 1/31/2024
966204	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 18	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966205	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 17	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966206	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 16	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966207	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 15	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966208	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 14	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966209	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 13	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966210	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 12	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966211	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 11	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966212	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 10	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966213	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 9	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966214	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 8	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966215	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 7	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966216	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 6	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966217	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 5	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966218	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 4	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966219	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 3	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966220	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 2	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966221	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 1 (LANDSCAPE)	IA#3	Non-Benefited	\$ -	\$ -
966222	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 1	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966223	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 2	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966224	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 3	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966225	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 4	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966226	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 5	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966227	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 6	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966228	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 7	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966229	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 8 (DRAINAGE)	IA#3	Non-Benefited	\$ -	\$ -
966230	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 9	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966231	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 10	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966232	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 11	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966233	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 12	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966234	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 13	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966235	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 14	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966236	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 15	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966237	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 16	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966238	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 17	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966239	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 18	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966240	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 19	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966241	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 20	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966242	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 21	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966243	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 22	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966244	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 23	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966245	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 24	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966246	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 25	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966247	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 26	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966098	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 18	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966099	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 17	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966100	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 16	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966101	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 15	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966102	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 14	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966103	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 13	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966104	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 12	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966105	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 11	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966106	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 10	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966107	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 9	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966108	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 8	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966109	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 7	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966110	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 6	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966111	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 5	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966112	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 4	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966113	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 3	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06

Parcel ID	Legal Description	Improvement Area	Lot Type	Major Improvement Area	
				Outstanding Assessment	Annual Installment Due 1/31/2024
966114	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 2	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966115	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 1 (LANDSCAPE)	IA#3	Non-Benefited	\$ -	\$ -
966116	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 20	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966117	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 19	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966118	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 18	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966119	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 17	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966120	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 16	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966121	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 15	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966122	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 14	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966123	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 13	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
<b>Total</b>				<b>\$ 7,930,000.00</b>	<b>\$ 552,041.83</b>

Note: For billing purposes only, until a plat has been recorded within the Major Improvement Area Initial Parcel, the Annual Installment will be billed to each Tax Parcel within the Major Improvement Area Initial Parcel based on the acreage of the Tax Parcel as calculated by the Travis Central Appraisal District. Totals may not sum due to rounding.

## EXHIBIT M – MAJOR IMPROVEMENT AREA ANNUAL INSTALLMENT SCHEDULE

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest [b]	Capitalized Interest	Total Annual Installment
2024	\$ 155,000.00	\$ 328,631.26	\$ 28,760.57	\$ 39,650.00	\$ -	\$ 552,041.83
2025	160,000.00	323,787.50	29,335.78	38,875.00	-	551,998.28
2026	170,000.00	318,787.50	29,922.50	38,075.00	-	556,785.00
2027	175,000.00	313,475.00	30,520.95	37,225.00	-	556,220.95
2028	180,000.00	306,912.50	31,131.37	36,350.00	-	554,393.87
2029	185,000.00	300,162.50	31,754.00	35,450.00	-	552,366.50
2030	195,000.00	293,225.00	32,389.08	34,525.00	-	555,139.08
2031	200,000.00	285,912.50	33,036.86	33,550.00	-	552,499.36
2032	210,000.00	278,412.50	33,697.59	32,550.00	-	554,660.09
2033	220,000.00	269,750.00	34,371.55	31,500.00	-	555,621.55
2034	230,000.00	260,675.00	35,058.98	30,400.00	-	556,133.98
2035	240,000.00	251,187.50	35,760.16	29,250.00	-	556,197.66
2036	250,000.00	241,287.50	36,475.36	28,050.00	-	555,812.86
2037	260,000.00	230,975.00	37,204.87	26,800.00	-	554,979.87
2038	270,000.00	220,250.00	37,948.97	25,500.00	-	553,698.97
2039	280,000.00	209,112.50	38,707.94	24,150.00	-	551,970.44
2040	295,000.00	197,562.50	39,482.10	22,750.00	-	554,794.60
2041	305,000.00	185,393.74	40,271.75	21,275.00	-	551,940.49
2042	320,000.00	172,812.50	41,077.18	19,750.00	-	553,639.68
2043	335,000.00	158,812.50	41,898.72	18,150.00	-	553,861.22
2044	350,000.00	144,156.26	42,736.70	16,475.00	-	553,367.96
2045	365,000.00	128,843.76	43,591.43	14,725.00	-	552,160.19
2046	380,000.00	112,875.00	44,463.26	12,900.00	-	550,238.26
2047	400,000.00	96,250.00	45,352.53	11,000.00	-	552,602.53
2048	420,000.00	78,750.00	46,259.58	9,000.00	-	554,009.58
2049	440,000.00	60,375.00	47,184.77	6,900.00	-	554,459.77
2050	460,000.00	41,125.00	48,128.46	4,700.00	-	553,953.46
2051	480,000.00	21,000.00	49,091.03	2,400.00	-	552,491.03
<b>Total</b>	<b>\$ 7,930,000.00</b>	<b>\$ 5,830,500.02</b>	<b>\$ 1,065,614.03</b>	<b>\$ 681,925.00</b>	<b>\$ -</b>	<b>\$ 15,508,039.05</b>

[a] Interest is calculated at the actual rate of the PID Bonds.

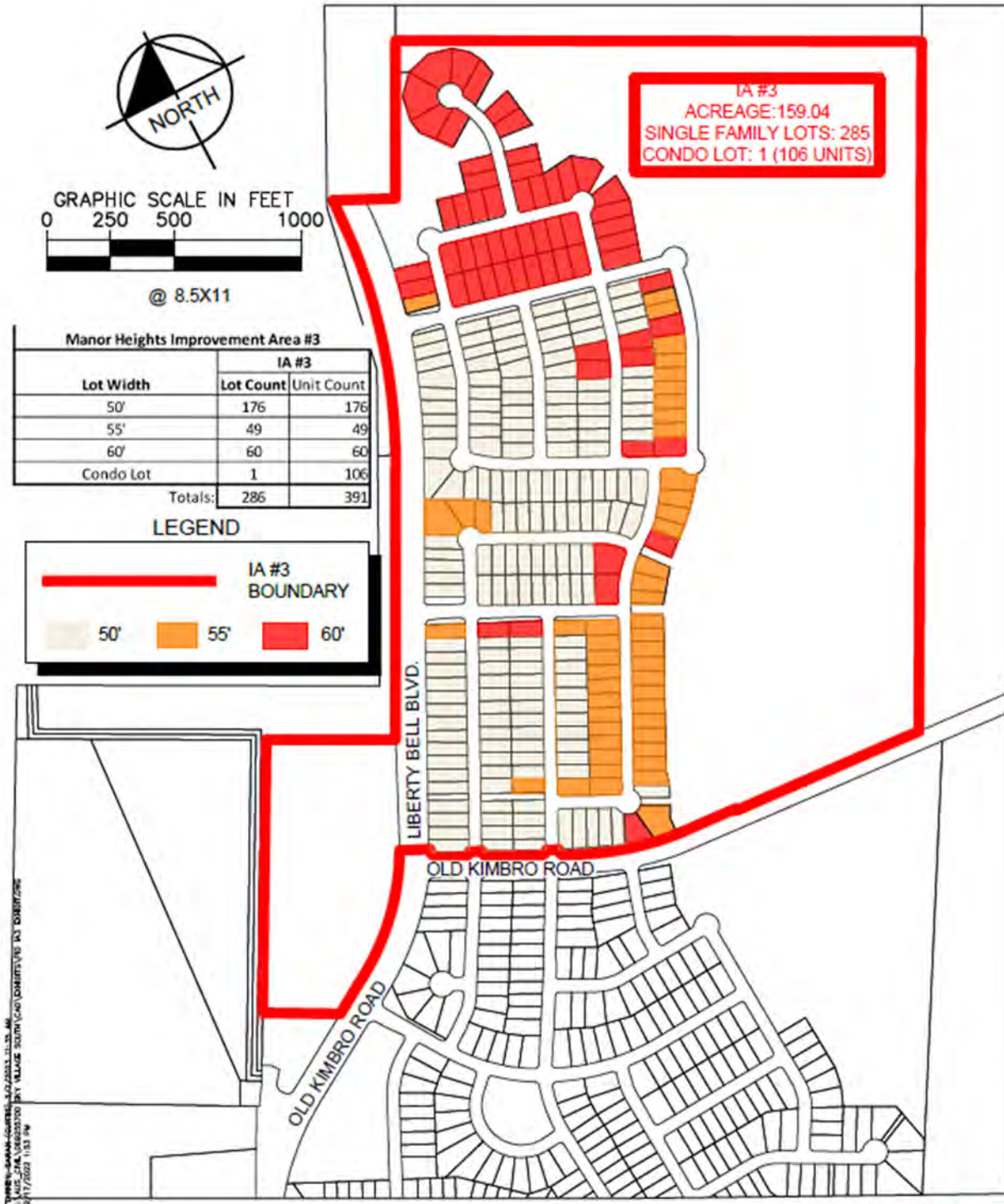
[b] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

## EXHIBIT N – MAXIMUM ASSESSMENT PER LOT TYPE

Lot Type	Units/SF [a]	Improved Land Value per Lot	Improved Land Total Value	Assessed Value per Unit/SF	Total Assessed Value	Assessments				Assessment per Unit/SF	Annual Installment per Unit/SF	PID Equivalent Tax Rate
						Major Improvement Area Bond	Improvement Area 1-2 Bond	Improvement Area #3 Bond	Total Assessment			
<b>Improvement Area #1</b>												
Lot Type 1 - 50'	264	\$ 62,500	\$ 16,500,000	\$ 285,000	\$ 75,240,000	\$ -	\$ 3,644,601	\$ -	\$ 3,644,601	\$ 13,805	\$ 928.99	\$ 0.3260
<b>IA #1 Total</b>	<b>264</b>		<b>\$ 16,500,000</b>		<b>\$ 75,240,000</b>	<b>\$ -</b>	<b>\$ 3,644,601</b>	<b>\$ -</b>	<b>\$ 3,644,601</b>			<b>\$ 0.3260</b>
<b>Improvement Area #2</b>												
Lot Type 2 - 50'	176	\$ 42,557	\$ 7,490,032	\$ 285,000	\$ 50,160,000	\$ -	\$ 2,429,306	\$ -	\$ 2,429,306	\$ 13,803	\$ 928.99	\$ 0.3260
Lot Type 3 - 55'	75	\$ 42,558	\$ 3,191,850	\$ 290,000	\$ 21,750,000	\$ -	\$ 1,053,377	\$ -	\$ 1,053,377	\$ 14,045	\$ 945.28	\$ 0.3260
<b>IA #2 Total/Weighted Average</b>	<b>251</b>	<b>\$ 42,557</b>	<b>\$ 7,490,032</b>	<b>\$ 286,494</b>	<b>\$ 71,910,000</b>	<b>\$ -</b>	<b>\$ 3,482,683</b>	<b>\$ -</b>	<b>\$ 3,482,683</b>	<b>\$ 13,875</b>	<b>\$ 933.86</b>	<b>\$ 0.3260</b>
<b>Improvement Area #3</b>												
Lot Type 4 - 50'	176	\$ 82,680	\$ 14,551,680	\$ 413,400	\$ 72,758,400	\$ 1,145,432	\$ -	\$ 1,976,860	\$ 3,122,291	\$ 17,740	\$ 1,372.46	\$ 0.3320
Lot Type 5 - 55'	49	\$ 90,948	\$ 4,456,452	\$ 454,740	\$ 22,282,260	\$ 350,788	\$ -	\$ 605,413	\$ 956,202	\$ 19,514	\$ 1,509.70	\$ 0.3320
Lot Type 6 - 60'	60	\$ 99,216	\$ 5,952,960	\$ 496,080	\$ 29,764,800	\$ 468,586	\$ -	\$ 808,715	\$ 1,277,301	\$ 21,288	\$ 1,646.95	\$ 0.3320
Lot Type 7 - Condo	106	\$ 60,000	\$ 6,360,000	\$ 300,000	\$ 31,800,000	\$ 500,626	\$ -	\$ 864,012	\$ 1,364,638	\$ 12,874	\$ 995.98	\$ 0.3320
<b>IA#3 Total/Weighted Average</b>	<b>391</b>	<b>\$ 80,105</b>	<b>\$ 31,321,092</b>	<b>\$ 400,525</b>	<b>\$ 156,605,460</b>	<b>\$ 2,465,431</b>	<b>\$ -</b>	<b>\$ 4,255,000</b>	<b>\$ 6,720,431</b>	<b>\$ 17,188</b>	<b>\$ 1,329.72</b>	<b>\$ 0.3320</b>
<b>Major Improvement Area - Remainder Area</b>												
50'	313	\$ 86,020	\$ 26,924,260	\$ 430,101	\$ 134,621,613	\$ 2,119,341	\$ -	\$ -	\$ 2,119,341	\$ 6,771	\$ 472.90	\$ 0.1100
55'	41	\$ 94,622	\$ 3,879,502	\$ 473,111	\$ 19,397,551	\$ 305,375	\$ -	\$ -	\$ 305,375	\$ 7,448	\$ 520.19	\$ 0.1100
60'	102	\$ 103,224	\$ 10,528,848	\$ 516,122	\$ 52,644,444	\$ 828,779	\$ -	\$ -	\$ 828,779	\$ 8,125	\$ 567.48	\$ 0.1100
Condo	298	\$ 62,424	\$ 18,602,352	\$ 312,120	\$ 93,011,760	\$ 1,464,279	\$ -	\$ -	\$ 1,464,279	\$ 4,914	\$ 343.18	\$ 0.1100
Office	68,999	\$ 40	\$ 2,759,960	\$ 200	\$ 13,799,800	\$ 217,250	\$ -	\$ -	\$ 217,250	\$ 3.15	\$ 0.22	\$ 0.1100
Restaurant	17,250	\$ 40	\$ 690,000	\$ 200	\$ 3,450,000	\$ 54,313	\$ -	\$ -	\$ 54,313	\$ 3.15	\$ 0.22	\$ 0.1100
Retail	150,935	\$ 40	\$ 6,037,400	\$ 200	\$ 30,187,000	\$ 475,232	\$ -	\$ -	\$ 475,232	\$ 3.15	\$ 0.22	\$ 0.1100
<b>MIA Remainder Area Total</b>			<b>\$ 69,422,322</b>		<b>\$ 347,112,168</b>	<b>\$ 5,464,569</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,464,569</b>			<b>\$ 0.1100</b>

**EXHIBIT O – LOT TYPE CLASSIFICATION MAPS**



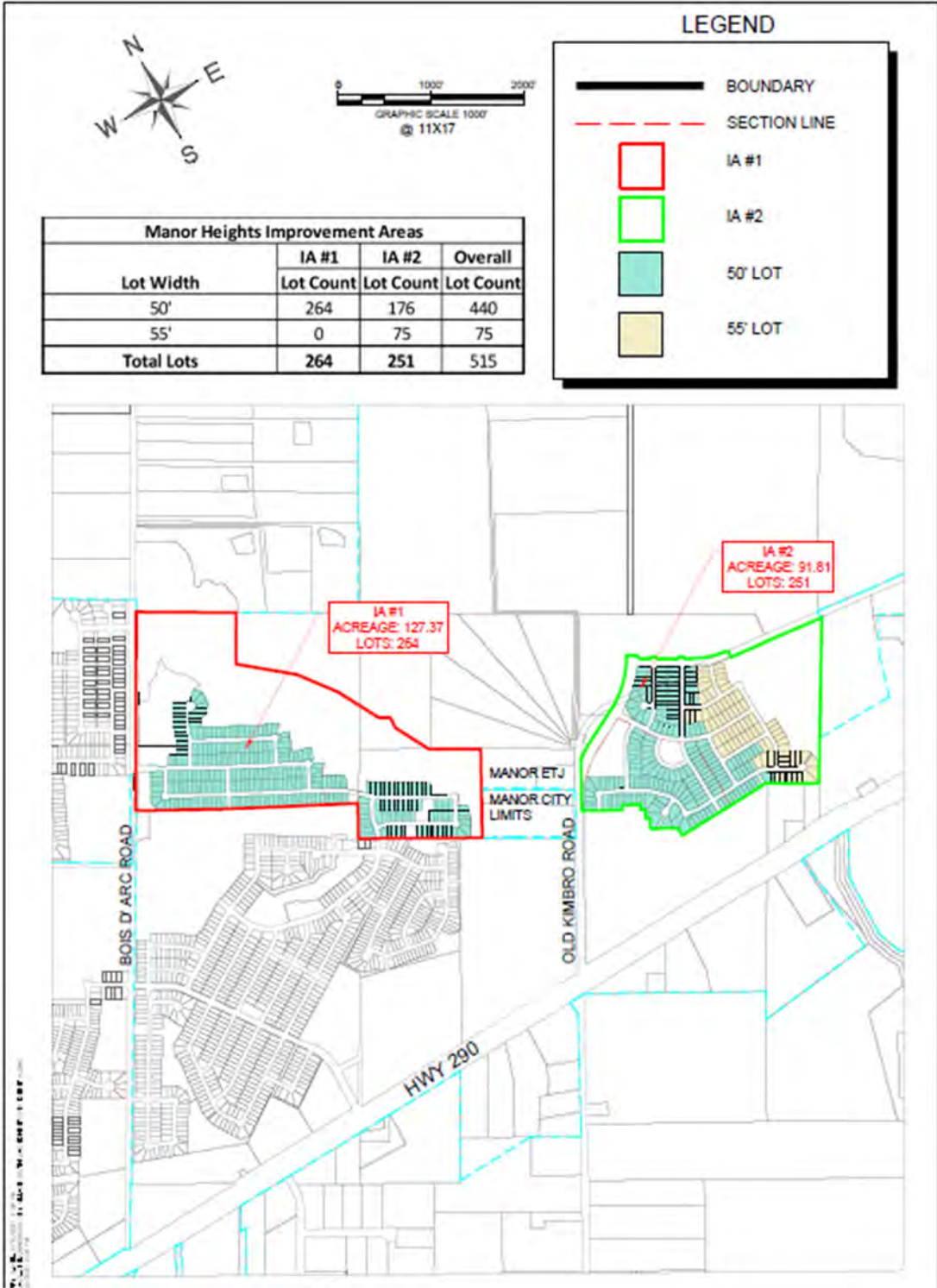
STAFF: MANOR-COURTESY, L.A. ZELL, L.L.C., AM  
 10/10/2020 BY: YELONG XIONG (CAD) COMMENTS: V01 0108/01/2020  
 1/27/2023 1:31 PM

PLOTTED BY:  
 LAST SAVED:

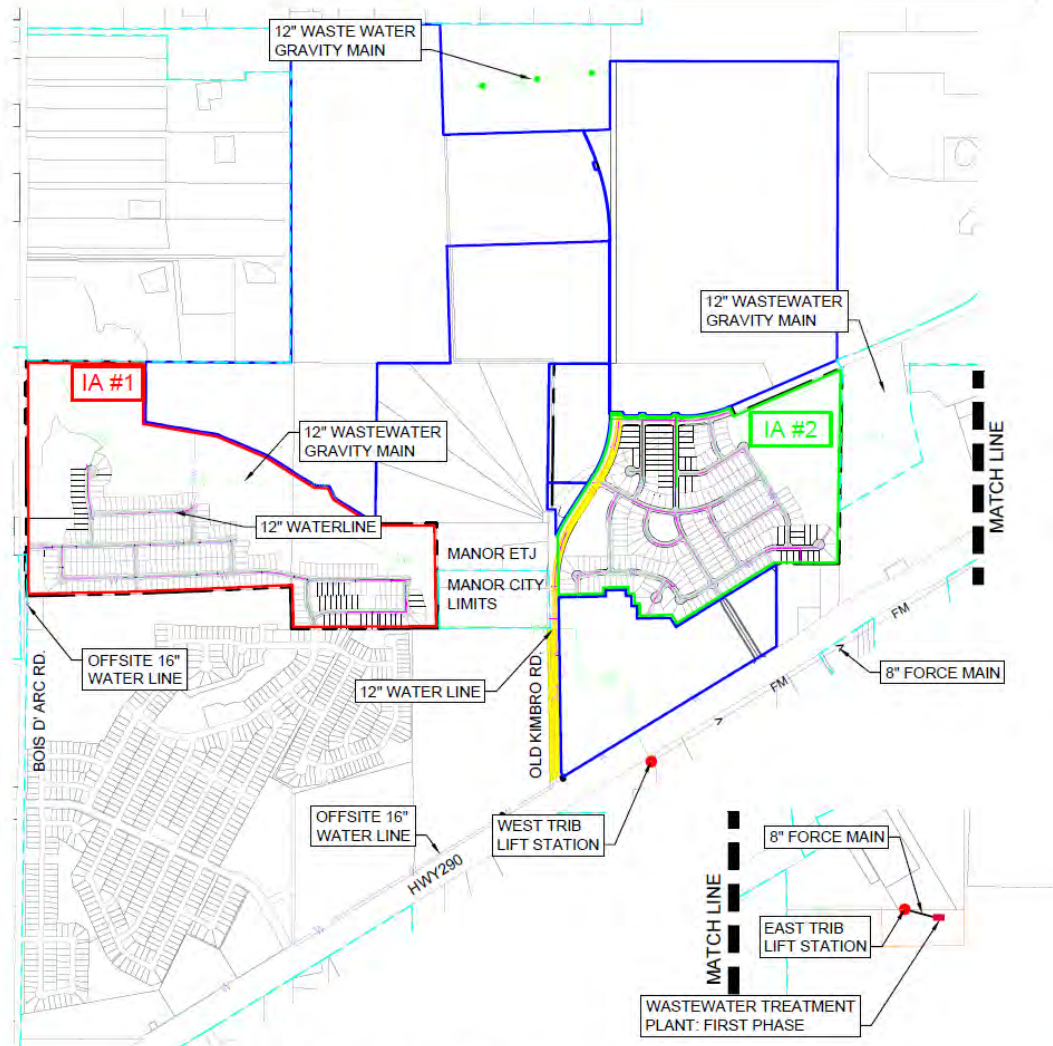
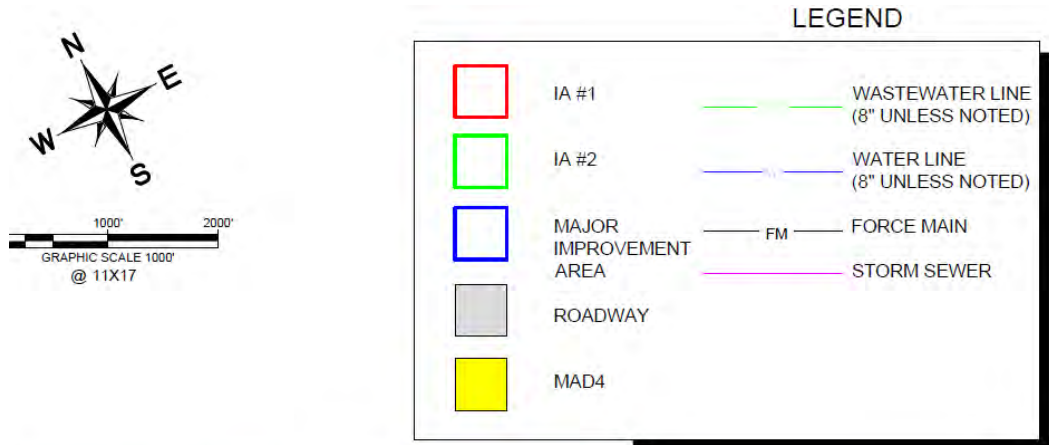
**Manor Heights- IA#3**  
 Manor, Texas  
 February 2023

**Kimley»Horn**  
 501 South Austin Avenue  
 Suite 1310  
 Georgetown, Texas 78626  
 512-918-1771  
 State of Texas Registration No. F-623  
Kimley-Horn and Associates, Inc. is an Equal Opportunity Employer.



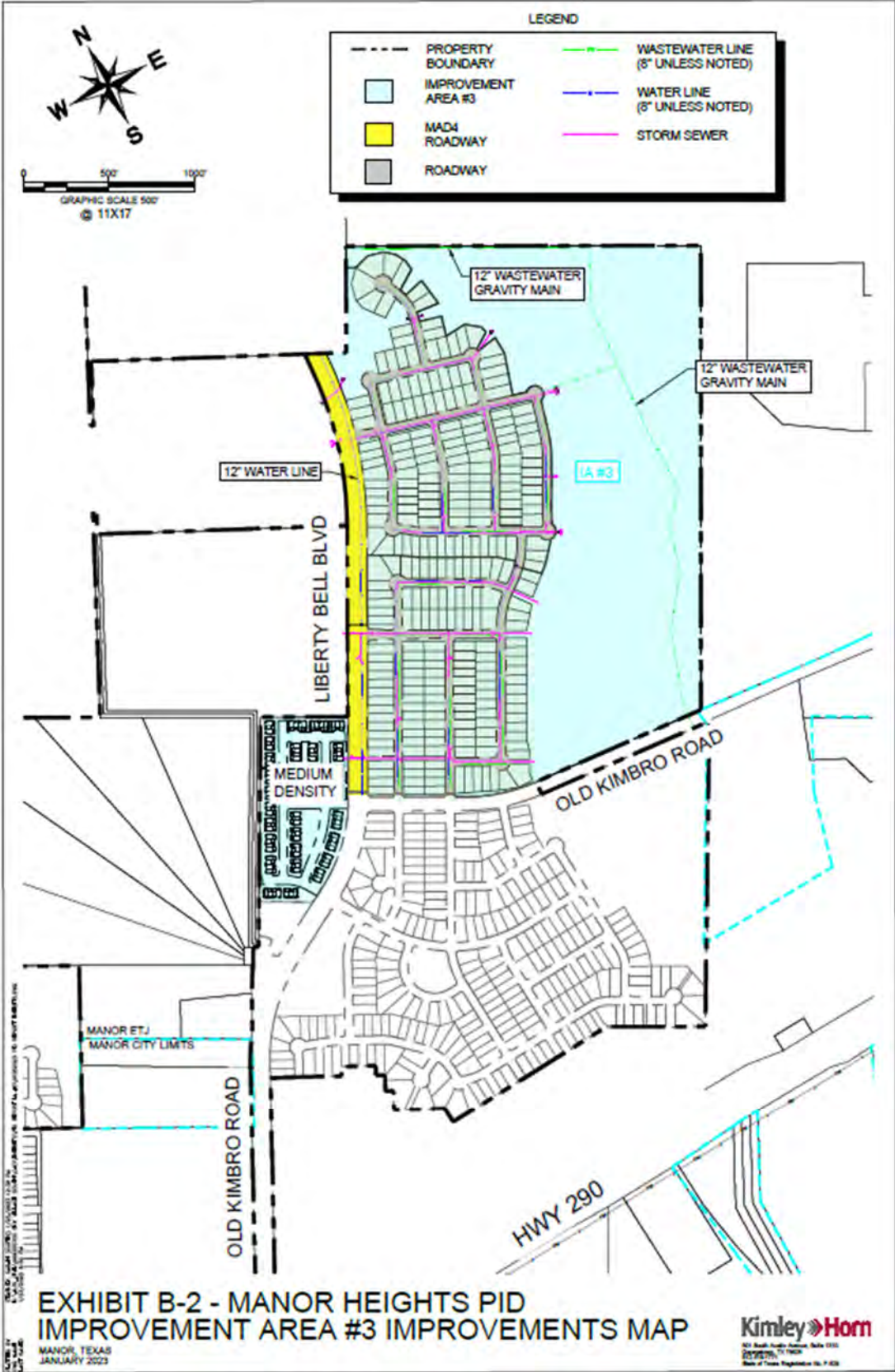


## EXHIBIT P – MAPS OF AUTHORIZED IMPROVEMENTS



**EXHIBIT O - MAP OF AUTHORIZED IMPROVEMENTS**  
 MANOR, TEXAS  
 FEBRUARY 2021

**Kimley»Horn**  
 12814 Jollyville  
 Building 4, Suite 200  
 Austin, Texas 78759  
 512-719-1771  
 State of Texas Registration No. P-928  
 137D2619-028275A-0007566192019045196



**EXHIBIT Q – NOTICE OF PID ASSESSMENT TERMINATION**



P3Works, LLC  
9284 Huntington Square, Suite 100  
North Richland Hills, TX 76182

---

[Date]  
Travis County Clerk's Office  
Honorable [County Clerk Name]  
5501 Airport Boulevard  
Austin, Texas 78751

**Re: City of Manor Lien Release documents for filing**

Dear Ms./Mr. [County Clerk Name],

Enclosed is a lien release that the City of Manor is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents below:

City of Manor  
Attn: [City Secretary]  
105 E. Eggleston Street  
Manor, TX 78653

Please contact me if you have any questions or need additional information.

Sincerely,  
[Signature]

P3Works, LLC  
P: (817) 393-0353  
admin@p3-works.com

**AFTER RECORDING RETURN TO:**

[City Secretary Name]  
105 E. Eggleston Street  
Manor, TX 78653

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

**FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN**

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

**THIS FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN** (this "Full Release") is executed and delivered as of the Effective Date by the City of Manor, Texas.

**RECITALS**

**WHEREAS**, the governing body (hereinafter referred to as the "City Council") of the City of Manor, Texas (hereinafter referred to as the "City "), is authorized by Chapter 372, Texas Local Government Code, as amended (hereinafter referred to as the "Act"), to create public improvement districts within the corporate limits and extraterritorial jurisdiction of the City; and

**WHEREAS**, on or about November 7, 2018, the City Council for the City, approved Resolution No. 2018-10, creating the Manor Heights Public Improvement District; and

**WHEREAS**, the City Council authorized additional land to be added to the boundaries of the District pursuant to Resolution No. 2020-11 adopted by the City Council on October 7, 2020; and

**WHEREAS**, the Manor Heights Public Improvement District consists of approximately 602.9 contiguous acres located within the City; and

**WHEREAS**, on or about May 5, 2021, the City Council, approved Ordinance No. 609, (hereinafter referred to as the "Assessment Ordinance") approving a service and assessment plan and assessment roll for the Property within the Manor Heights Public Improvement District; and

**WHEREAS**, the Assessment Ordinance imposed an assessment in the amount of \$\_\_\_\_\_ (hereinafter referred to as the "Lien Amount") for the following property:

[legal description], a subdivision in Travis County, Texas, according to the map or plat of record in Document/Instrument No. \_\_\_\_\_ of the Plat Records of Travis County, Texas (hereinafter referred to as the "Property"); and

**WHEREAS**, the property owners of the Property have paid unto the City the Lien Amount.

**RELEASE**

**NOW THEREFORE**, the City, the owner and holder of the Lien, Instrument No. \_\_\_\_\_, in the Real Property Records of Travis County, Texas, in the amount of the Lien Amount against the Property releases and discharges, and by these presents does hereby release and discharge, the above-described Property from said lien held by the undersigned securing said indebtedness.

**EXECUTED** to be **EFFECTIVE** this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY OF MANOR, TEXAS,**

By: \_\_\_\_\_  
[Manager Name], City Manager

**ATTEST:**

\_\_\_\_\_  
[Secretary Name], City Secretary

**STATE OF TEXAS**                   §  
  §  
**COUNTY OF TRAVIS**           §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by [Manager Name], City Manager for the City of Manor, Texas, on behalf of said municipality.

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT R – ESTIMATED BUILDOUT VALUE FOR MAJOR IMPROVEMENT AREA,  
IMPROVEMENT AREA #1, IMPROVEMENT AREA #2, AND IMPROVEMENT AREA #3**

	Units		Estimated Buildout Value	Total Buildout Value
<b><i>Improvement Area #1</i></b>				
50'	264	lots	\$ 285,000	\$ 75,240,000
				\$ 75,240,000
<b><i>Improvement Area #2</i></b>				
50'	176	lots	\$ 285,000	\$ 50,160,000
55'	75	lots	\$ 290,000	\$ 21,750,000
	<b>251</b>			\$ 71,910,000
<b><i>Improvement Area #3 [a]</i></b>				
50'	176	lots	\$ 413,400	\$ 72,758,400
55'	49	lots	\$ 454,740	\$ 22,282,260
60'	60	lots	\$ 496,080	\$ 29,764,800
Condo	106	lots	\$ 300,000	\$ 31,800,000
	<b>391</b>			\$ 156,605,460
<b><i>Major Improvement Area - Remainder Area [b]</i></b>				
50'	313	lots	\$ 430,101	\$ 134,621,613
55'	41	lots	\$ 473,111	\$ 19,397,551
60'	102	lots	\$ 516,122	\$ 52,644,444
Condo	298	units	\$ 312,120	\$ 93,011,760
Office	68,999	SqFt	\$ 200	\$ 13,799,800
Restaurant	17,250	SqFt	\$ 200	\$ 3,450,000
Retail	150,935	SqFt	\$ 200	\$ 30,187,000
				\$ 347,112,168
			Major Improvement Area Subtotal:	\$ 503,717,628
			<b>District Total Projected Assessed Value:</b>	<b>\$ 650,867,628</b>

## Notes:

[a] Improvement Area #3 is within the Major Improvement Area.

[b] Includes all property within the Major Improvement Area excepting property within Improvement Area #3.

## EXHIBIT S – IMPROVEMENT AREA #1-2 BOND DEBT SERVICE SCHEDULE

### BOND DEBT SERVICE

City of Manor, Texas  
 Special Assessment Revenue Bonds, Series 2021  
 (Manor Heights Public Improvement District Improvement Area #1-2 Proj  
 ~REVISED FINAL NUMBERS~

Dated Date                    05/27/2021  
 Delivery Date                05/27/2021

Period Ending	Principal	Interest	Debt Service
09/30/2021		78,952.50	78,952.50
09/30/2022		263,175.00	263,175.00
09/30/2023	150,000	263,175.00	413,175.00
09/30/2024	155,000	259,425.00	414,425.00
09/30/2025	160,000	255,550.00	415,550.00
09/30/2026	165,000	251,550.00	416,550.00
09/30/2027	170,000	247,425.00	417,425.00
09/30/2028	175,000	242,112.50	417,112.50
09/30/2029	180,000	236,643.76	416,643.76
09/30/2030	185,000	231,018.76	416,018.76
09/30/2031	190,000	225,237.50	415,237.50
09/30/2032	200,000	219,300.00	419,300.00
09/30/2033	205,000	212,300.00	417,300.00
09/30/2034	210,000	205,125.00	415,125.00
09/30/2035	220,000	197,775.00	417,775.00
09/30/2036	230,000	190,075.00	420,075.00
09/30/2037	235,000	182,025.00	417,025.00
09/30/2038	245,000	173,800.00	418,800.00
09/30/2039	255,000	165,225.00	420,225.00
09/30/2040	265,000	156,300.00	421,300.00
09/30/2041	275,000	147,025.00	422,025.00
09/30/2042	285,000	137,400.00	422,400.00
09/30/2043	295,000	126,000.00	421,000.00
09/30/2044	305,000	114,200.00	419,200.00
09/30/2045	320,000	102,000.00	422,000.00
09/30/2046	335,000	89,200.00	424,200.00
09/30/2047	350,000	75,800.00	425,800.00
09/30/2048	360,000	61,800.00	421,800.00
09/30/2049	380,000	47,400.00	427,400.00
09/30/2050	395,000	32,200.00	427,200.00
09/30/2051	410,000	16,400.00	426,400.00
	7,305,000	5,205,615.02	12,510,615.02



**EXHIBIT T - IMPROVEMENT AREA #3 BOND DEBT SERVICE SCHEDULE**

## EXHIBIT U – MAJOR IMPROVEMENT AREA BOND DEBT SERVICE SCHEDULE

### BOND DEBT SERVICE

City of Manor, Texas  
 Special Assessment Revenue Bonds, Series 2021  
 (Manor Heights Public Improvement District Major Improvement Area Project)  
 ~FINAL NUMBERS~

Dated Date                    05/27/2021  
 Delivery Date                05/27/2021

Period Ending	Principal	Interest	Debt Service
09/30/2021		99,995.63	99,995.63
09/30/2022		333,318.76	333,318.76
09/30/2023	150,000	333,318.76	483,318.76
09/30/2024	155,000	328,631.26	483,631.26
09/30/2025	160,000	323,787.50	483,787.50
09/30/2026	170,000	318,787.50	488,787.50
09/30/2027	175,000	313,475.00	488,475.00
09/30/2028	180,000	306,912.50	486,912.50
09/30/2029	185,000	300,162.50	485,162.50
09/30/2030	195,000	293,225.00	488,225.00
09/30/2031	200,000	285,912.50	485,912.50
09/30/2032	210,000	278,412.50	488,412.50
09/30/2033	220,000	269,750.00	489,750.00
09/30/2034	230,000	260,675.00	490,675.00
09/30/2035	240,000	251,187.50	491,187.50
09/30/2036	250,000	241,287.50	491,287.50
09/30/2037	260,000	230,975.00	490,975.00
09/30/2038	270,000	220,250.00	490,250.00
09/30/2039	280,000	209,112.50	489,112.50
09/30/2040	295,000	197,562.50	492,562.50
09/30/2041	305,000	185,393.76	490,393.76
09/30/2042	320,000	172,812.50	492,812.50
09/30/2043	335,000	158,812.50	493,812.50
09/30/2044	350,000	144,156.26	494,156.26
09/30/2045	365,000	128,843.76	493,843.76
09/30/2046	380,000	112,875.00	492,875.00
09/30/2047	400,000	96,250.00	496,250.00
09/30/2048	420,000	78,750.00	498,750.00
09/30/2049	440,000	60,375.00	500,375.00
09/30/2050	460,000	41,125.00	501,125.00
09/30/2051	480,000	21,000.00	501,000.00
	8,080,000	6,597,133.19	14,677,133.19

**EXHIBIT V-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: \$13,857.80**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Manor Heights Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

\_\_\_\_\_  
<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**

<b>Installment Due 1/31</b>	<b>Principal</b>	<b>Interest [a]</b>	<b>Annual Collection Costs</b>	<b>Additional Interest [b]</b>	<b>Capitalized Interest</b>	<b>Total Annual Installment</b>
2024	300.20	502.45	56.11	69.29	-	928.06
2025	309.89	494.95	57.23	67.79	-	929.86
2026	319.57	487.20	58.38	66.24	-	931.39
2027	329.26	479.21	59.55	64.64	-	932.66
2028	338.94	468.92	60.74	62.99	-	931.59
2029	348.62	458.33	61.95	61.30	-	930.21
2030	358.31	447.44	63.19	59.56	-	928.49
2031	367.99	436.24	64.45	57.77	-	926.45
2032	387.36	424.74	65.74	55.93	-	933.77
2033	397.04	411.18	67.06	53.99	-	929.27
2034	406.73	397.29	68.40	52.00	-	924.42
2035	426.10	383.05	69.77	49.97	-	928.88
2036	445.46	368.14	71.16	47.84	-	932.60
2037	455.15	352.55	72.59	45.61	-	925.89
2038	474.52	336.62	74.04	43.34	-	928.51
2039	493.88	320.01	75.52	40.96	-	930.37
2040	513.25	302.72	77.03	38.49	-	931.50
2041	532.62	284.76	78.57	35.93	-	931.88
2042	551.99	266.12	80.14	33.26	-	931.51
2043	571.36	244.04	81.74	30.50	-	927.64
2044	590.72	221.18	83.38	27.65	-	922.93
2045	619.78	197.55	85.05	24.69	-	927.07
2046	648.83	172.76	86.75	21.60	-	929.93
2047	677.88	146.81	88.48	18.35	-	931.52
2048	697.25	119.69	90.25	14.96	-	922.16
2049	735.98	91.80	92.06	11.48	-	931.32
2050	765.04	62.36	93.90	7.80	-	929.09
2051	794.09	31.76	95.78	3.97	-	925.60
<b>Total</b>	<b>\$ 13,857.80</b>	<b>\$ 8,909.88</b>	<b>\$ 2,079.01</b>	<b>\$ 1,167.89</b>	<b>\$ -</b>	<b>\$ 26,014.58</b>

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*



**EXHIBIT V-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: \$13,857.80**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Manor Heights Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

\_\_\_\_\_  
<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 \_\_\_\_\_

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§

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

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest [b]	Capitalized Interest	Total Annual Installment
2024	300.20	502.45	56.11	69.29	-	928.06
2025	309.89	494.95	57.23	67.79	-	929.86
2026	319.57	487.20	58.38	66.24	-	931.39
2027	329.26	479.21	59.55	64.64	-	932.66
2028	338.94	468.92	60.74	62.99	-	931.59
2029	348.62	458.33	61.95	61.30	-	930.21
2030	358.31	447.44	63.19	59.56	-	928.49
2031	367.99	436.24	64.45	57.77	-	926.45
2032	387.36	424.74	65.74	55.93	-	933.77
2033	397.04	411.18	67.06	53.99	-	929.27
2034	406.73	397.29	68.40	52.00	-	924.42
2035	426.10	383.05	69.77	49.97	-	928.88
2036	445.46	368.14	71.16	47.84	-	932.60
2037	455.15	352.55	72.59	45.61	-	925.89
2038	474.52	336.62	74.04	43.34	-	928.51
2039	493.88	320.01	75.52	40.96	-	930.37
2040	513.25	302.72	77.03	38.49	-	931.50
2041	532.62	284.76	78.57	35.93	-	931.88
2042	551.99	266.12	80.14	33.26	-	931.51
2043	571.36	244.04	81.74	30.50	-	927.64
2044	590.72	221.18	83.38	27.65	-	922.93
2045	619.78	197.55	85.05	24.69	-	927.07
2046	648.83	172.76	86.75	21.60	-	929.93
2047	677.88	146.81	88.48	18.35	-	931.52
2048	697.25	119.69	90.25	14.96	-	922.16
2049	735.98	91.80	92.06	11.48	-	931.32
2050	765.04	62.36	93.90	7.80	-	929.09
2051	794.09	31.76	95.78	3.97	-	925.60
<b>Total</b>	<b>\$ 13,857.80</b>	<b>\$ 8,909.88</b>	<b>\$ 2,079.01</b>	<b>\$ 1,167.89</b>	<b>\$ -</b>	<b>\$ 26,014.58</b>

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

**EXHIBIT V-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: \$14,100.92**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Manor Heights Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

\_\_\_\_\_  
<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 \_\_\_\_\_

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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

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest [b]	Capitalized Interest	Total Annual Installment
2024	305.47	511.27	57.10	70.50	-	944.34
2025	315.32	503.63	58.24	68.98	-	946.17
2026	325.18	495.75	59.40	67.40	-	947.73
2027	335.03	487.62	60.59	65.77	-	949.02
2028	344.89	477.15	61.80	64.10	-	947.94
2029	354.74	466.37	63.04	62.38	-	946.53
2030	364.59	455.29	64.30	60.60	-	944.78
2031	374.45	443.89	65.59	58.78	-	942.71
2032	394.16	432.19	66.90	56.91	-	950.15
2033	404.01	418.40	68.24	54.94	-	945.58
2034	413.86	404.26	69.60	52.92	-	940.63
2035	433.57	389.77	70.99	50.85	-	945.18
2036	453.28	374.60	72.41	48.68	-	948.96
2037	463.13	358.73	73.86	46.41	-	942.14
2038	482.84	342.52	75.34	44.10	-	944.80
2039	502.55	325.62	76.84	41.68	-	946.70
2040	522.26	308.03	78.38	39.17	-	947.84
2041	541.96	289.75	79.95	36.56	-	948.22
2042	561.67	270.78	81.55	33.85	-	947.85
2043	581.38	248.32	83.18	31.04	-	943.92
2044	601.09	225.06	84.84	28.13	-	939.13
2045	630.65	201.02	86.54	25.13	-	943.33
2046	660.21	175.79	88.27	21.97	-	946.25
2047	689.77	149.38	90.04	18.67	-	947.87
2048	709.48	121.79	91.84	15.22	-	938.33
2049	748.90	93.41	93.67	11.68	-	947.66
2050	778.46	63.46	95.55	7.93	-	945.39
2051	808.02	32.32	97.46	4.04	-	941.84
<b>Total</b>	<b>\$ 14,100.92</b>	<b>\$ 9,066.20</b>	<b>\$ 2,115.49</b>	<b>\$ 1,188.38</b>	<b>\$ -</b>	<b>\$ 26,470.98</b>

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

**EXHIBIT V-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: \$17,740.29**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Manor Heights Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

\_\_\_\_\_  
<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 \_\_\_\_\_

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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

Installment Due 1/31	Major Improvement Area Bonds				Improvement Area #3 Bonds				Total Annual Installment
	Principal	Interest [a]	Additional Interest [c]	Annual Collection Costs	Principal	Interest [b]	Additional Interest [c]	Annual Collection Costs	
2024	\$ 127.21	\$ 269.71	\$ 32.54	\$ 23.60	\$ 158.39	\$ 617.77	\$ 56.16	\$ 80.78	\$ 1,366.15
2025	131.31	265.73	31.90	24.08	158.39	609.06	55.37	82.39	1,358.23
2026	139.52	261.63	31.25	24.56	171.58	600.35	54.58	84.04	1,367.50
2027	143.62	257.27	30.55	25.05	184.78	590.91	53.72	85.72	1,371.62
2028	147.73	251.88	29.83	25.55	197.98	580.75	52.80	87.44	1,373.95
2029	151.83	246.34	29.09	26.06	197.98	569.86	51.81	89.18	1,362.15
2030	160.04	240.65	28.33	26.58	211.18	558.97	50.82	90.97	1,367.53
2031	164.14	234.65	27.53	27.11	224.38	547.35	49.76	92.79	1,367.71
2032	172.35	228.49	26.71	27.66	237.58	535.01	48.64	94.64	1,371.08
2033	180.55	221.38	25.85	28.21	250.78	521.95	47.45	96.54	1,372.70
2034	188.76	213.94	24.95	28.77	263.98	508.15	46.20	98.47	1,373.21
2035	196.97	206.15	24.01	29.35	277.17	493.63	44.88	100.44	1,372.59
2036	205.17	198.02	23.02	29.94	290.37	478.39	43.49	102.44	1,370.85
2037	213.38	189.56	21.99	30.53	316.77	462.42	42.04	104.49	1,381.19
2038	221.59	180.76	20.93	31.14	329.97	445.00	40.45	106.58	1,376.42
2039	229.80	171.62	19.82	31.77	343.17	426.85	38.80	108.71	1,370.54
2040	242.11	162.14	18.67	32.40	369.57	407.97	37.09	110.89	1,380.84
2041	250.31	152.15	17.46	33.05	382.76	387.65	35.24	113.11	1,371.74
2042	262.62	141.83	16.21	33.71	409.16	366.60	33.33	115.37	1,378.82
2043	274.93	130.34	14.90	34.39	435.56	344.09	31.28	117.68	1,383.16
2044	287.24	118.31	13.52	35.07	448.76	320.14	29.10	120.03	1,372.18
2045	299.55	105.74	12.08	35.78	475.16	295.45	26.86	122.43	1,373.06
2046	311.87	92.64	10.59	36.49	501.55	269.32	24.48	124.88	1,371.82
2047	328.28	78.99	9.03	37.22	527.95	241.74	21.98	127.38	1,372.56
2048	344.69	64.63	7.39	37.97	554.35	212.70	19.34	129.92	1,370.98
2049	361.11	49.55	5.66	38.72	593.94	182.21	16.56	132.52	1,380.28
2050	377.52	33.75	3.86	39.50	620.34	149.54	13.59	135.17	1,373.28
2051	393.93	17.23	1.97	40.29	659.94	115.42	10.49	137.88	1,377.16
2052	-	-	-	-	699.53	79.13	7.19	140.63	926.49
2053	-	-	-	-	739.13	40.65	3.70	143.45	926.93
<b>Total</b>	<b>\$ 6,508.13</b>	<b>\$ 4,785.08</b>	<b>\$ 559.65</b>	<b>\$ 874.55</b>	<b>\$ 11,232.16</b>	<b>\$ 11,959.01</b>	<b>\$ 1,087.18</b>	<b>\$ 3,276.95</b>	<b>\$ 40,282.71</b>

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Interest is calculated at a 5.50% rate for illustrative purposes.

[c] Additional Interest is calculated at the additional interest rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

**EXHIBIT V-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: \$19,514.32**

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 *Manor Heights Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

\_\_\_\_\_  
<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 \_\_\_\_\_

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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 \_\_\_\_\_

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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

Installment Due 1/31	Major Improvement Area Bonds				Improvement Area #3 Bonds				Total Annual Installment
	Principal	Interest [a]	Additional Interest [c]	Annual Collection Costs	Principal	Interest [b]	Additional Interest [c]	Annual Collection Costs	
2024	\$ 139.93	\$ 296.68	\$ 35.79	\$ 25.96	\$ 174.22	\$ 679.55	\$ 61.78	\$ 88.85	\$ 1,502.77
2025	144.44	292.30	35.10	26.48	174.22	669.96	60.91	90.63	1,494.05
2026	153.47	287.79	34.37	27.01	188.74	660.38	60.03	92.44	1,504.25
2027	157.98	283.00	33.61	27.55	203.26	650.00	59.09	94.29	1,508.78
2028	162.50	277.07	32.82	28.10	217.78	638.82	58.07	96.18	1,511.34
2029	167.01	270.98	32.00	28.67	217.78	626.84	56.99	98.10	1,498.37
2030	176.04	264.71	31.17	29.24	232.30	614.86	55.90	100.06	1,504.29
2031	180.55	258.11	30.29	29.82	246.82	602.09	54.74	102.07	1,504.48
2032	189.58	251.34	29.39	30.42	261.34	588.51	53.50	104.11	1,508.19
2033	198.61	243.52	28.44	31.03	275.85	574.14	52.19	106.19	1,509.98
2034	207.64	235.33	27.44	31.65	290.37	558.97	50.82	108.31	1,510.53
2035	216.66	226.76	26.41	32.28	304.89	543.00	49.36	110.48	1,509.85
2036	225.69	217.83	25.32	32.93	319.41	526.23	47.84	112.69	1,507.94
2037	234.72	208.52	24.19	33.59	348.45	508.66	46.24	114.94	1,519.31
2038	243.75	198.83	23.02	34.26	362.97	489.50	44.50	117.24	1,514.06
2039	252.77	188.78	21.80	34.94	377.48	469.53	42.68	119.59	1,507.59
2040	266.32	178.35	20.54	35.64	406.52	448.77	40.80	121.98	1,518.92
2041	275.34	167.37	19.21	36.36	421.04	426.41	38.76	124.42	1,508.91
2042	288.89	156.01	17.83	37.08	450.08	403.26	36.66	126.91	1,516.71
2043	302.43	143.37	16.39	37.82	479.12	378.50	34.41	129.44	1,521.48
2044	315.97	130.14	14.87	38.58	493.63	352.15	32.01	132.03	1,509.39
2045	329.51	116.32	13.29	39.35	522.67	325.00	29.55	134.67	1,510.36
2046	343.05	101.90	11.65	40.14	551.71	296.25	26.93	137.37	1,509.00
2047	361.11	86.89	9.93	40.94	580.75	265.91	24.17	140.11	1,509.81
2048	379.16	71.09	8.12	41.76	609.78	233.97	21.27	142.92	1,508.08
2049	397.22	54.50	6.23	42.60	653.34	200.43	18.22	145.77	1,518.31
2050	415.27	37.13	4.24	43.45	682.38	164.50	14.95	148.69	1,510.61
2051	433.33	18.96	2.17	44.32	725.93	126.97	11.54	151.66	1,514.88
2052	-	-	-	-	769.49	87.04	7.91	154.70	1,019.14
2053	-	-	-	-	813.04	44.72	4.07	157.79	1,019.62
<b>Total</b>	<b>\$ 7,158.95</b>	<b>\$ 5,263.59</b>	<b>\$ 615.62</b>	<b>\$ 962.00</b>	<b>\$ 12,355.37</b>	<b>\$ 13,154.91</b>	<b>\$ 1,195.90</b>	<b>\$ 3,604.64</b>	<b>\$ 44,310.99</b>

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Interest is calculated at a 5.50% rate for illustrative purposes.

[c] Additional Interest is calculated at the additional interest rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*



**EXHIBIT V-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: \$21,288.35**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Manor Heights Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

\_\_\_\_\_  
<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 \_\_\_\_\_

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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 6

Installment Due 1/31	Major Improvement Area Bonds				Improvement Area #3 Bonds				Total Annual Installment
	Principal	Interest [a]	Additional Interest [c]	Annual Collection Costs	Principal	Interest [b]	Additional Interest [c]	Annual Collection Costs	
2024	\$ 152.65	\$ 323.65	\$ 39.05	\$ 28.32	\$ 190.06	\$ 741.32	\$ 67.39	\$ 96.93	\$ 1,639.38
2025	157.57	318.88	38.29	28.89	190.06	730.87	66.44	98.87	1,629.87
2026	167.42	313.95	37.50	29.47	205.90	720.42	65.49	100.85	1,641.00
2027	172.35	308.72	36.66	30.06	221.74	709.09	64.46	102.86	1,645.95
2028	177.27	302.26	35.80	30.66	237.58	696.90	63.35	104.92	1,648.74
2029	182.19	295.61	34.91	31.27	237.58	683.83	62.17	107.02	1,634.58
2030	192.04	288.78	34.00	31.90	253.42	670.76	60.98	109.16	1,641.04
2031	196.97	281.58	33.04	32.54	269.25	656.82	59.71	111.34	1,641.26
2032	206.82	274.19	32.06	33.19	285.09	642.01	58.36	113.57	1,645.29
2033	216.66	265.66	31.02	33.85	300.93	626.33	56.94	115.84	1,647.25
2034	226.51	256.72	29.94	34.53	316.77	609.78	55.43	118.16	1,647.85
2035	236.36	247.38	28.81	35.22	332.61	592.36	53.85	120.52	1,647.11
2036	246.21	237.63	27.62	35.92	348.45	574.07	52.19	122.93	1,645.02
2037	256.06	227.47	26.39	36.64	380.12	554.90	50.45	125.39	1,657.43
2038	265.91	216.91	25.11	37.37	395.96	534.00	48.55	127.90	1,651.71
2039	275.75	205.94	23.78	38.12	411.80	512.22	46.57	130.46	1,644.64
2040	290.53	194.57	22.41	38.88	443.48	489.57	44.51	133.07	1,657.00
2041	300.38	182.58	20.95	39.66	459.32	465.18	42.29	135.73	1,646.08
2042	315.15	170.19	19.45	40.45	490.99	439.92	39.99	138.44	1,654.59
2043	329.92	156.40	17.87	41.26	522.67	412.91	37.54	141.21	1,659.79
2044	344.69	141.97	16.23	42.09	538.51	384.16	34.92	144.04	1,646.61
2045	359.47	126.89	14.50	42.93	570.19	354.55	32.23	146.92	1,647.67
2046	374.24	111.16	12.70	43.79	601.86	323.19	29.38	149.85	1,646.18
2047	393.93	94.79	10.83	44.66	633.54	290.08	26.37	152.85	1,647.07
2048	413.63	77.56	8.86	45.56	665.22	255.24	23.20	155.91	1,645.18
2049	433.33	59.46	6.80	46.47	712.73	218.65	19.88	159.03	1,656.34
2050	453.03	40.50	4.63	47.40	744.41	179.45	16.31	162.21	1,647.94
2051	472.72	20.68	2.36	48.35	791.93	138.51	12.59	165.45	1,652.59
2052	-	-	-	-	839.44	94.95	8.63	168.76	1,111.79
2053	-	-	-	-	886.96	48.78	4.43	172.14	1,112.31
<b>Total</b>	<b>\$ 7,809.76</b>	<b>\$ 5,742.09</b>	<b>\$ 671.59</b>	<b>\$ 1,049.46</b>	<b>\$ 13,478.59</b>	<b>\$ 14,350.82</b>	<b>\$ 1,304.62</b>	<b>\$ 3,932.34</b>	<b>\$ 48,339.26</b>

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Interest is calculated at a 5.50% rate for illustrative purposes.

[c] Additional Interest is calculated at the additional interest rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

**EXHIBIT V-7 – LOT TYPE 7 BUYER DISCLOSURE****NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
MANOR, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

\_\_\_\_\_  
STREET ADDRESS

**LOT TYPE 7 PRINCIPAL ASSESSMENT: \$12,873.94**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Manor Heights Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

\_\_\_\_\_  
<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 7

Installment Due 1/31	Major Improvement Area Bonds				Improvement Area #3 Bonds				Total Annual Installment
	Principal	Interest [a]	Additional Interest [c]	Annual Collection Costs	Principal	Interest [b]	Additional Interest [c]	Annual Collection Costs	
2024	\$ 92.31	\$ 195.72	\$ 23.61	\$ 17.13	\$ 114.94	\$ 448.31	\$ 40.76	\$ 58.62	\$ 991.40
2025	95.29	192.84	23.15	17.47	114.94	441.99	40.18	59.79	985.65
2026	101.25	189.86	22.68	17.82	124.52	435.66	39.61	60.99	992.38
2027	104.23	186.70	22.17	18.18	134.09	428.82	38.98	62.21	995.37
2028	107.20	182.79	21.65	18.54	143.67	421.44	38.31	63.45	997.06
2029	110.18	178.77	21.11	18.91	143.67	413.54	37.59	64.72	988.50
2030	116.14	174.64	20.56	19.29	153.25	405.64	36.88	66.01	992.40
2031	119.11	170.28	19.98	19.68	162.83	397.21	36.11	67.33	992.54
2032	125.07	165.81	19.39	20.07	172.41	388.25	35.30	68.68	994.98
2033	131.03	160.66	18.76	20.47	181.99	378.77	34.43	70.05	996.16
2034	136.98	155.25	18.11	20.88	191.56	368.76	33.52	71.46	996.52
2035	142.94	149.60	17.42	21.30	201.14	358.23	32.57	72.88	996.07
2036	148.89	143.70	16.71	21.72	210.72	347.16	31.56	74.34	994.81
2037	154.85	137.56	15.96	22.16	229.88	335.57	30.51	75.83	1,002.32
2038	160.80	131.17	15.19	22.60	239.46	322.93	29.36	77.35	998.86
2039	166.76	124.54	14.38	23.05	249.03	309.76	28.16	78.89	994.58
2040	175.69	117.66	13.55	23.51	268.19	296.06	26.91	80.47	1,002.06
2041	181.65	110.42	12.67	23.98	277.77	281.31	25.57	82.08	995.45
2042	190.58	102.92	11.76	24.46	296.92	266.03	24.18	83.72	1,000.60
2043	199.52	94.58	10.81	24.95	316.08	249.70	22.70	85.40	1,003.75
2044	208.45	85.86	9.81	25.45	325.66	232.32	21.12	87.10	995.77
2045	217.38	76.74	8.77	25.96	344.82	214.41	19.49	88.85	996.41
2046	226.32	67.23	7.68	26.48	363.97	195.44	17.77	90.62	995.51
2047	238.23	57.32	6.55	27.01	383.13	175.42	15.95	92.44	996.05
2048	250.14	46.90	5.36	27.55	402.28	154.35	14.03	94.28	994.91
2049	262.05	35.96	4.11	28.10	431.02	132.23	12.02	96.17	1,001.66
2050	273.96	24.49	2.80	28.66	450.18	108.52	9.87	98.09	996.58
2051	285.87	12.51	1.43	29.24	478.91	83.76	7.61	100.06	999.39
2052	-	-	-	-	507.65	57.42	5.22	102.06	672.34
2053	-	-	-	-	536.38	29.50	2.68	104.10	672.66
<b>Total</b>	<b>\$ 4,722.88</b>	<b>\$ 3,472.48</b>	<b>\$ 406.14</b>	<b>\$ 634.65</b>	<b>\$ 8,151.06</b>	<b>\$ 8,678.53</b>	<b>\$ 788.96</b>	<b>\$ 2,378.05</b>	<b>\$ 29,232.74</b>

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Interest is calculated at a 5.50% rate for illustrative purposes.

[c] Additional Interest is calculated at the additional interest rate.

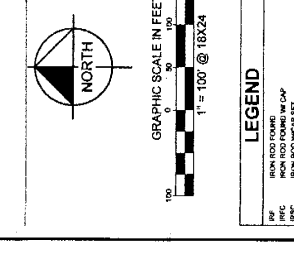
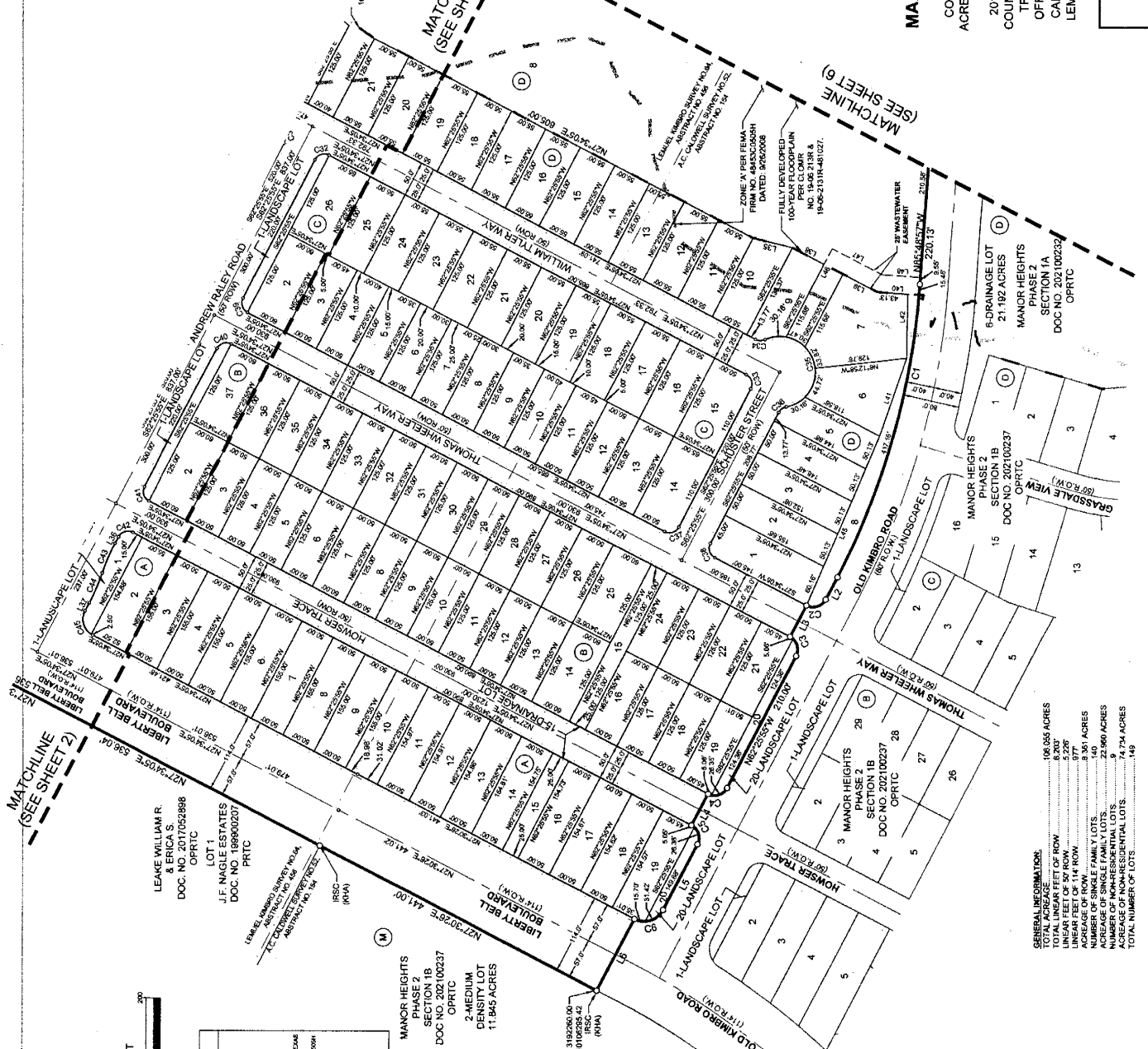
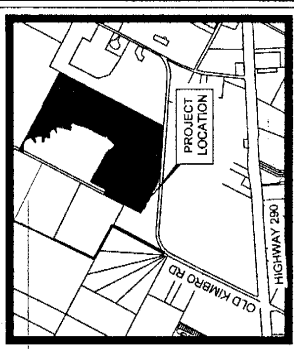
*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

**PLATS – 285 LOTS**

20220161

6-21-22

237.00



**MANOR HEIGHTS PHASE 2 SECTION 1B**  
**2-MEDIUM DENSITY LOT**  
 11,945 ACRES

**LIBERTY BELL BOULEVARD**  
 DOC. NO. 202100237  
 OPRIC

**LEAKE WILLIAM R. & ERICA S.**  
 DOC. NO. 201705988  
 OPRIC

**J.F. NAGLE ESTATES**  
 DOC. NO. 189902037  
 OPRIC

**LEWIS KIMBRO SURVEY NO. 52**  
 A.C. CALDWELL SURVEY NO. 454  
 A.C. CALDWELL SURVEY NO. 454

**IRSC**  
 Y-102285.02  
 Y-102285.42  
 (RHA)

**MANOR HEIGHTS PHASE 3, SECTION 1**  
 106.055 ACRES

CONTAINING A PORTION OF THAT CERTAIN 157,9603 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171725, AND IN CORRECTION DEED IN DOCUMENT NO. 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND A PORTION OF THAT CERTAIN 3,469 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171724, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, AND LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS.



**GENERAL INFORMATION:**

TOTAL ACRES	119,054 ACRES
TOTAL LINEAR FEET OF ROW	8,207
LINEAR FEET OF 50' ROW	5,236
LINEAR FEET OF 114' ROW	977
NUMBER OF SINGLE FAMILY LOTS	140
ACREAGE OF SINGLE FAMILY LOTS	22,960 ACRES
NUMBER OF MEDIUM DENSITY LOTS	74
ACREAGE OF MEDIUM DENSITY LOTS	7,244 ACRES
TOTAL NUMBER OF LOTS	214

**SURVEYOR:**  
 KIMLEY-HORN AND ASSOCIATES, INC.  
 1800 WEST 10TH STREET, SUITE 200  
 SAN ANTONIO, TEXAS 78216  
 PH: (210) 541-9196 FAX: (210) 541-9899  
 T: (210) 541-9196 FAX: (210) 541-9899  
 TEXAS FIRM REGISTRATION NO. 10192973

**CIVIL ENGINEER:**  
 KIMLEY-HORN AND ASSOCIATES, INC.  
 1800 WEST 10TH STREET, SUITE 200  
 SAN ANTONIO, TEXAS 78216  
 TYPE FIRM REGISTRATION NO. F-628  
 PH: (210) 541-9196 FAX: (210) 541-9899  
 T: (210) 541-9196 FAX: (210) 541-9899  
 CONTACT: ALEXANDER E. GRANADOS INCO, P.E.

**OWNER/DEVELOPER:**  
 MANOR HEIGHTS REAL ESTATE GROUP, INC.,  
 A DELAWARE CORPORATION  
 1070 PECAN PARK BLVD, STE. 150  
 FORT WORTH, TEXAS 76104  
 CONTACT: JEFF SCOTT

SEE PAGE 6 OF 8 FOR LINE AND CURVE TABLE  
 SEE PAGE 8 OF 8 FOR LOT SUMMARY TABLE

**Kimley-Horn**

6515 Loop West, Suite 200  
 San Antonio, Texas 78216  
 www.kimley-horn.com

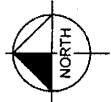
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Drawn By	0.45	JCM	02/04/2022	Project No.	062528703	1 OF 1
Checked By	0.45	JCM	02/04/2022	Sheet No.	062528703	1 OF 1



2023.00.161

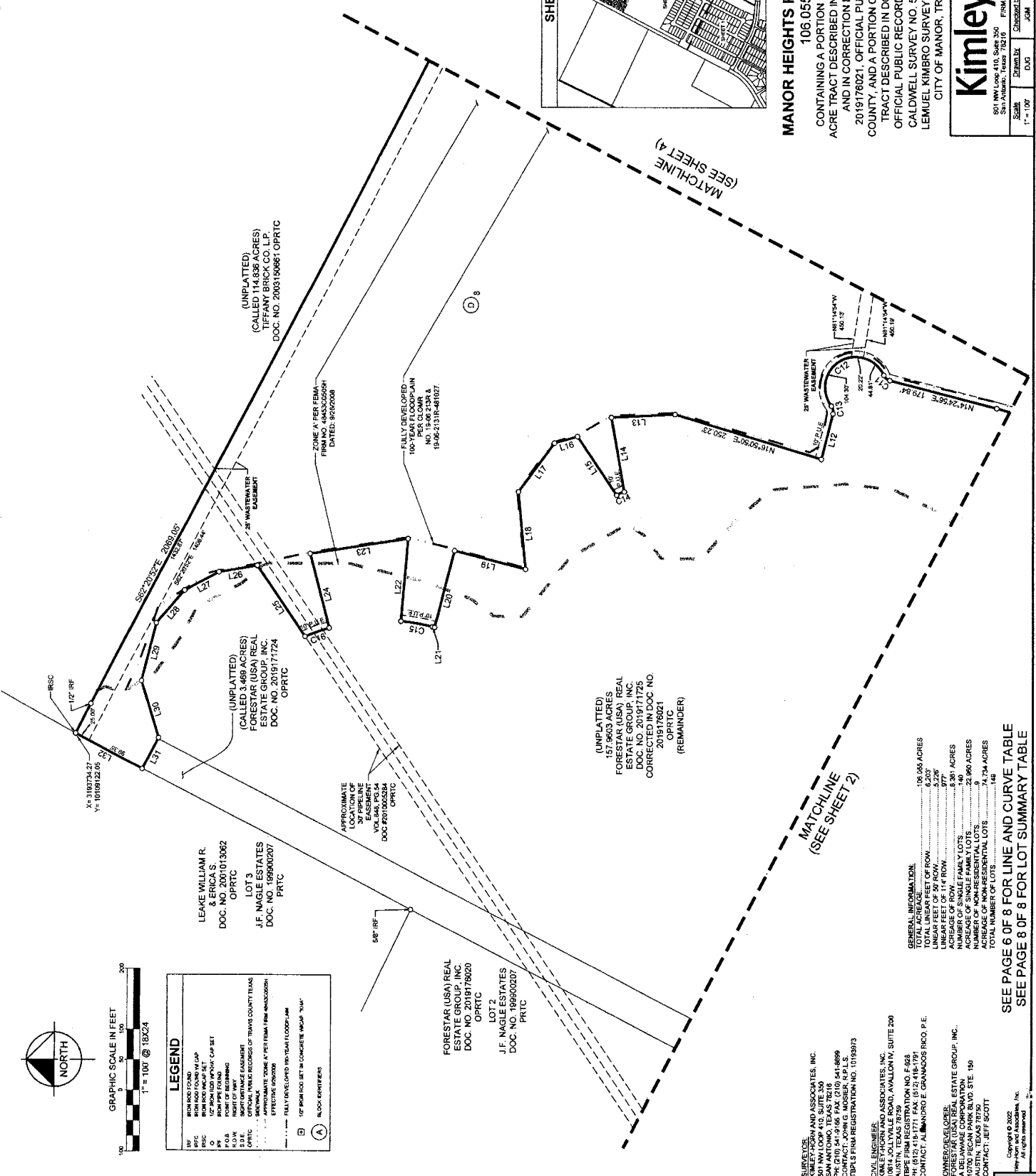
Item 12.

MANOR HEIGHTS DEVELOPMENT 106055 ACRES MANOR HTS PHASE 30W5P14T5MANOR HEIGHTS 3-1-DWG PLOTTED BY GONZALEZ, DAVID 5/23/2022 10:29 AM LAST SAVED 5/23/2022 10:27 AM



GRAPHIC SCALE IN FEET  
1" = 100' @ 18324

LEGEND table with symbols for various survey elements like IRFC, IRSC, IRF, etc.



MANOR HEIGHTS PHASE 3, SECTION 1  
106.055 ACRES  
CONTAINING A PORTION OF THAT CERTAIN 157.9603 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171725, AND IN CORRECTION DEED IN DOCUMENT NO. 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND A PORTION OF THAT CERTAIN 3.469 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171724, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, AND LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS

Kimley Horn logo and contact information including office address, phone, email, and website.

Multiple blocks of descriptive text and annotations for various features on the plat, including owner information (e.g., FORESTAR (USA) REAL ESTATE GROUP, INC.), easement details, and survey notes.

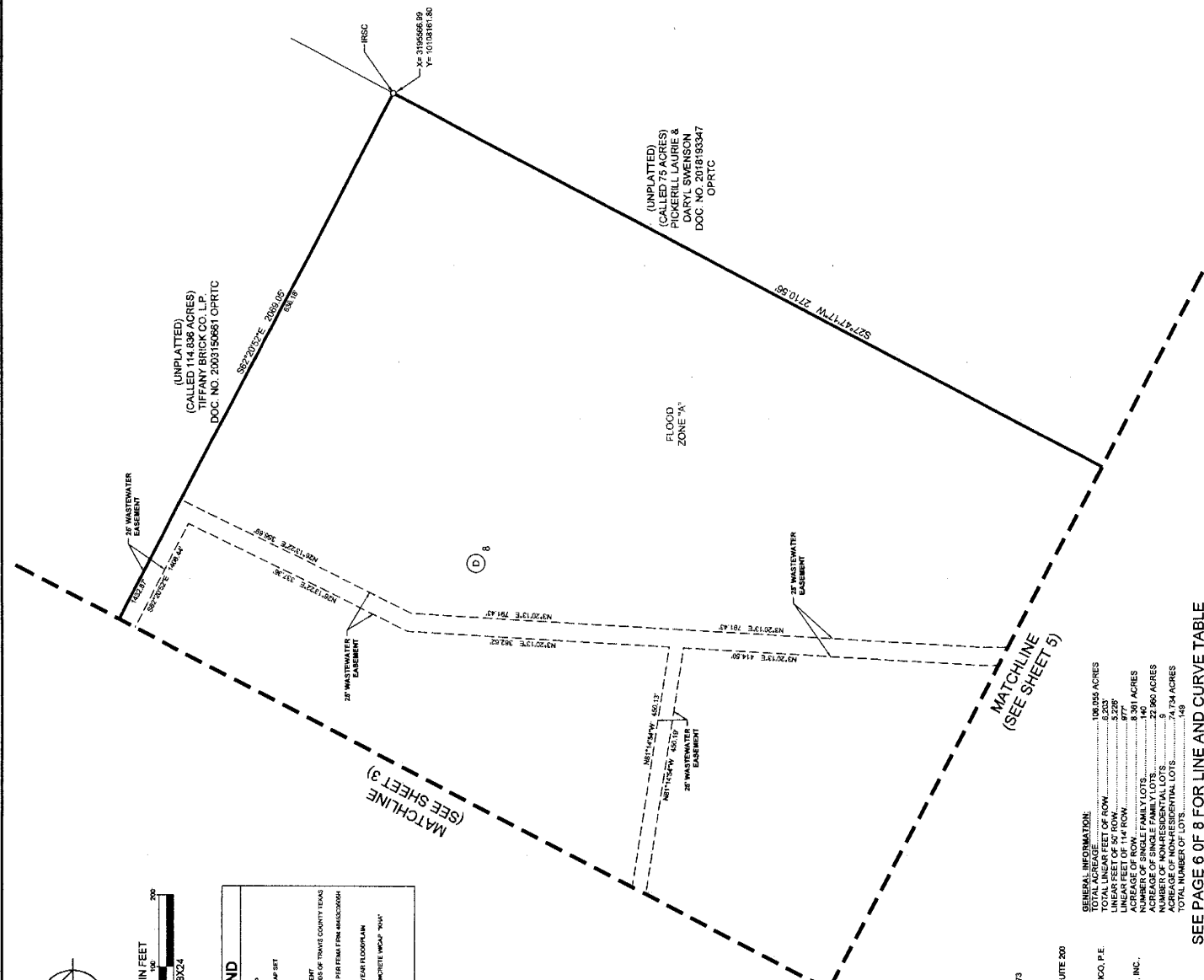
GENERAL INFORMATION table listing statistics such as TOTAL ACRES, TOTAL LINEAR FEET OF ROW, and NUMBER OF SINGLE FAMILY LOTS.

SEE PAGE 6 OF 8 FOR LINE AND CURVE TABLE  
SEE PAGE 8 OF 8 FOR LOT SUMMARY TABLE



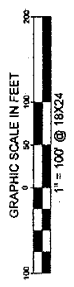
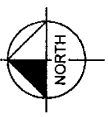
202200161

Item 12.



**MANOR HEIGHTS PHASE 3, SECTION 1**  
**106.055 ACRES**  
 CONTAINING A PORTION OF THAT CERTAIN 157.9603  
 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171725,  
 AND IN CORRECTION DEED IN DOCUMENT NO.  
 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS  
 COUNTY, AND A PORTION OF THAT CERTAIN 3.469 ACRE  
 TRACT DESCRIBED IN DOCUMENT NO. 2019171724,  
 OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, A.C.  
 CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, AND  
 LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456,  
 CITY OF MANOR, TRAVIS COUNTY, TEXAS

**Kimley»Horn**  
 901 NW Loop 410, Suite 300 Tel. No. (210) 641-9196  
 Fort Worth, Texas 76107-2800 Fax No. (210) 641-9197  
 SURVEYOR LICENSE NO. 10139373 FIRM # 10139373  
 CHECKED BY: DATE: PROJECT NO.: SHEET:  
 1" = 100' CAD JCM 20240222 00955030 7 OF 9



**LEGEND**

REC	BOUNDARY FOUND
IRSC	IRON ROD FOUND W/ CAP
IRB	IRON ROD W/OUT SET
IP	IRON PIPE FOUND W/ CAP SET
P.O.B.	POINT OF BEGINNING
S.B.E.	SHORT DISTANCE EASEMENT
DNTEL	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS
APPROXIMATE	APPROXIMATE "ZONE A" PER FIRM ANUSC2000H
EFFEKTIVE	EFFEKTIVE BOUNDARY
100'	FULLY DEVELOPED 100-YEAR FLOODPLAIN
100'	100' BOUNDARY SET W/ CONCRETE W/OUT "W"
(A)	BLOCK CORNERS

**SURVEYOR**  
 KIMLEY-HORN AND ASSOCIATES, INC.  
 901 NW LOOP 410, SUITE 300  
 FORT WORTH, TEXAS 76107-2800  
 PH (210) 641-9196 FAX (210) 641-9899  
 CONTACT: JOHN G. MOSIER, R.P.L.S.  
 TBP'S FIRM REGISTRATION NO. 10139373

**SOIL ENGINEER**  
 KIMLEY-HORN AND ASSOCIATES, INC.  
 10014 JOLLYVILLE ROAD, AVALON IV, SUITE 200  
 FORT WORTH, TEXAS 76126  
 TBP'S FIRM REGISTRATION NO. F-223  
 PH (817) 418-1771 FAX (817) 418-1791  
 CONTACT: ALEJANDRO E. GRANADOS RNO, P.E.

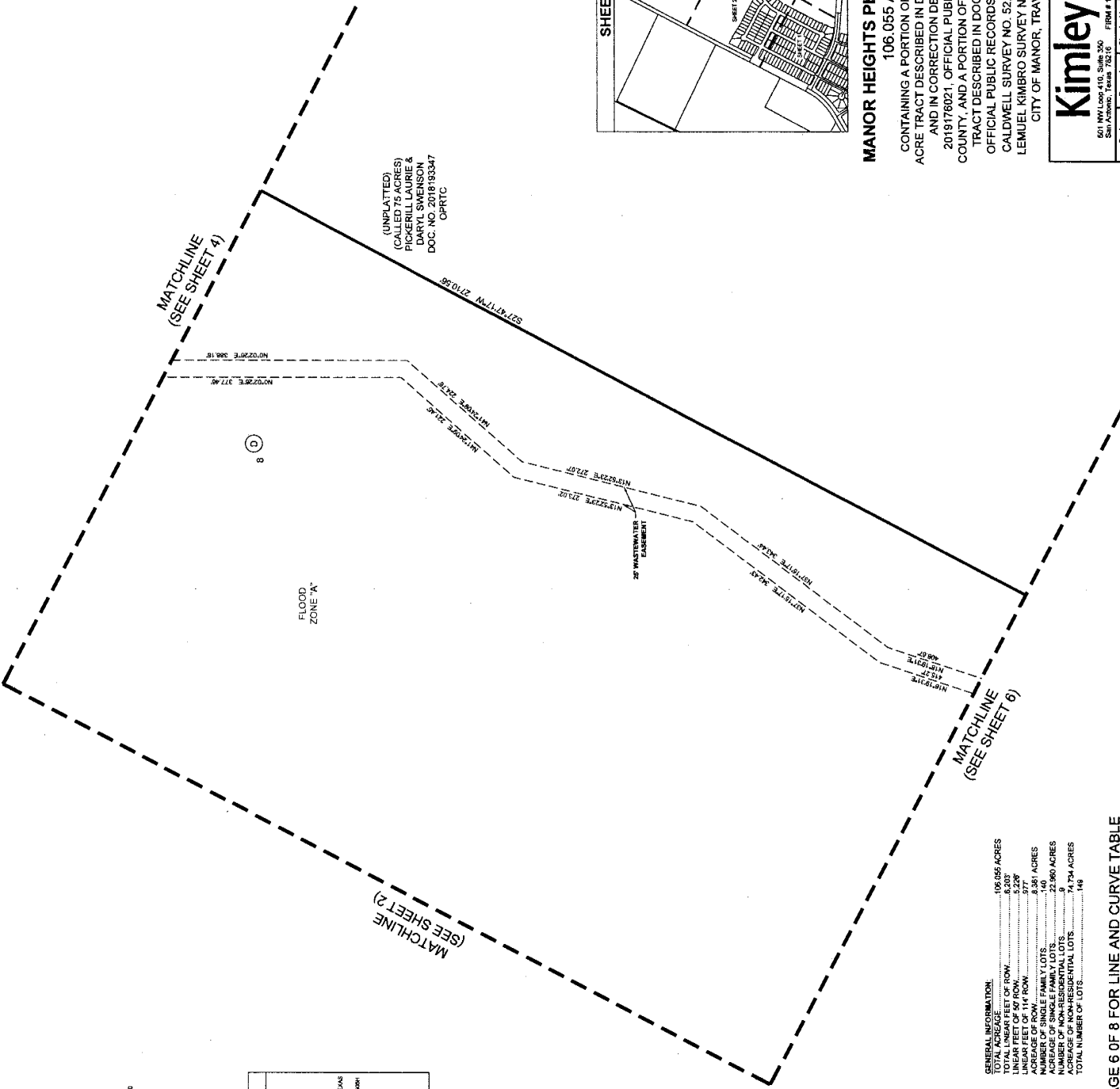
**REGISTERED (USA) REAL ESTATE GROUP, INC.**  
 A DELAWARE CORPORATION  
 1000 PECAN PARK BLVD., STE. 150  
 FORT WORTH, TEXAS 76102  
 CONTACT: JEFF SCOTT

**GENERAL INFORMATION**

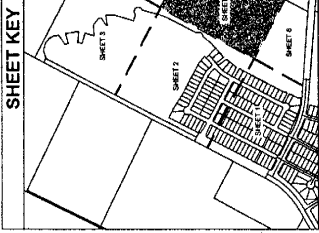
TOTAL ACREAGE	106.055 ACRES
LINEAR FEET OF 50' ROW	5,229'
ACREAGE OF ROW	8.91 ACRES
NUMBER OF SINGLE FAMILY LOTS	146
NUMBER OF NON-RESIDENTIAL LOTS	5
ACREAGE OF NON-RESIDENTIAL LOTS	74.134 ACRES
TOTAL NUMBER OF LOTS	149

SEE PAGE 6 OF 8 FOR LINE AND CURVE TABLE  
 SEE PAGE 8 OF 8 FOR LOT SUMMARY TABLE

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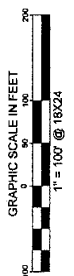
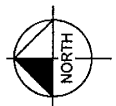
(UNPLATTED)  
 (CALLED 75 ACRES)  
 PICKERILL LAURIE &  
 DARYL SIMENSON  
 DOC. NO. 2018183347  
 OPRTC



**MANOR HEIGHTS PHASE 3, SECTION 1**  
 106.055 ACRES  
 CONTAINING A PORTION OF THAT CERTAIN 157.9603  
 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171725,  
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 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS  
 COUNTY, AND A PORTION OF THAT CERTAIN 3.469 ACRE  
 TRACT DESCRIBED IN DOCUMENT NO. 2019171724,  
 OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, A.C.  
 CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, AND  
 LEMUEL KIMBRO SURVEY NO. 84, ABSTRACT NO. 456,  
 CITY OF MANOR, TRAVIS COUNTY, TEXAS

**Kimley»Horn**  
 501 NW Loop 410, Suite 300  
 Irving, Texas 75038  
 Tel. No. (972) 541-9169  
 www.kimley-horn.com

SCALE	DATE	DESIGNER	CHECKED	DATE
1" = 100'	JAN	DAVID	DAVID	02/04/2022
SHEET NO.	PROJECT NO.	PROJECT NAME	CITY	STATE
002200161	202200161	MANOR HEIGHTS PHASE 3	IRVING	TX



**LEGEND**

---	UNPLATTED
---	IRON ROD TO BE IN PLACE
---	IRON ROD TO BE SET
---	IRON ROD TO BE SET WITH CAP
---	IRON PIPE TO BE SET
---	POINT OF BEGINNING
---	POINT OF END OF EASEMENT
---	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS
---	APPROXIMATE ZONE A PER TEXAS PWA 48020007
---	EFFECTIVE 8/30/2009
---	FULLY DEVELOPED 10-YEAR FLOODPLAIN
---	10' IRON ROD SET IN CONCRETE W/CA "X"
---	BLOCK IDENTIFIERS

**GENERAL INFORMATION:**

TOTAL ACRES	106.055 ACRES
LINEAR FEET OF ROW	5,238'
LINEAR FEET OF 50' ROW	5,177'
NUMBER OF SINGLE FAMILY LOTS	514
ACREAGE OF SINGLE FAMILY LOTS	22,580 ACRES
NUMBER OF NON-RESIDENTIAL LOTS	9
TOTAL NUMBER OF LOTS	149

**SURVEYOR:**  
 KIMLEY HORN AND ASSOCIATES, INC.  
 501 NW LOOP 410, SUITE 300  
 IRVING, TEXAS 75038  
 PH: (972) 541-9169 FAX: (972) 541-9699  
 CONTACT: JOHN G. MOSIER, R.P.L.S.  
 TEXAS FIRM REGISTRATION NO. 10139773

**CIVIL ENGINEER:**  
 KIMLEY HORN AND ASSOCIATES, INC.  
 10014 JOLLYVILLE ROAD, AVALLON IV, SUITE 200  
 IRVING, TEXAS 75038  
 PH: (972) 418-1771 FAX: (972) 418-1791  
 CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

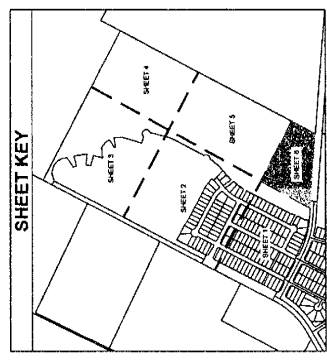
**OWNER/DEVELOPER:**  
 A DELAWARE CORPORATION  
 10700 PECAN PARK BLVD, STE. 150  
 FORT WORTH, TEXAS 76131  
 CONTACT: JEFF SCOTT

SEE PAGE 6 OF 8 FOR LINE AND CURVE TABLE  
 SEE PAGE 8 OF 8 FOR LOT SUMMARY TABLE

202200161

Item 12.

CURVE TABLE				CURVE TABLE				
NO.	DELTA	LENGTH	CHORD BEARING	CHORD	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	252°20'2"	1080.00'	452.61'	N74°07'28"W	428.62'	15.00'	86°30'58"	381°02'54"E
C2	90°00'00"	20.00'	31.42'	N17°25'55"W	28.28'	15.00'	517°25'55"E	21.21'
C3	90°00'00"	20.00'	31.42'	S72°34'05"W	28.28'	15.00'	517°25'55"E	21.21'
C4	90°00'00"	20.00'	31.42'	N17°25'55"W	28.28'	15.00'	85°55'11"	20.44'
C5	90°00'00"	20.00'	31.42'	S72°34'05"W	28.28'	15.00'	23.56'	N17°25'55"E
C6	867°56'56"	30.00'	47.11'	N17°26'25"W	42.42'	16.00'	23.56'	N17°25'55"W
C7	332°35'	475.00'	28.43'	S41°22'35"W	28.42'	15.00'	23.56'	N72°34'05"E
C8	118°34'23"	50.00'	101.73'	N31°30'29"E	85.07'	15.00'	13.62'	S01°33'59"W
C9	57°01'12"	15.00'	13.62'	N01°33'29"E	13.16'	15.00'	168.33'	S01°33'59"W
C10	13°09'06"	625.00'	143.47'	N00°56'31"E	143.16'	15.00'	13.62'	N30°25'19"W
C11	57°01'12"	15.00'	13.62'	N42°28'32"E	13.16'	15.00'	23.56'	S17°25'55"E
C12	194°02'25"	50.00'	188.33'	N30°35'04"W	98.25'	15.00'	23.56'	S17°25'55"W
C13	57°01'12"	15.00'	13.62'	S72°34'05"W	13.16'	15.00'	23.56'	S17°25'55"W
C14	15°04'35"	50.00'	14.03'	N23°17'45"W	13.86'	15.00'	23.56'	N17°25'55"W
C15	9°22'14"	325.00'	53.19'	N59°43'49"E	53.69'	15.00'	23.56'	S17°25'55"W
C16	72°34'2"	325.00'	41.95'	N18°46'38"W	41.93'	15.00'	23.56'	N17°25'55"W
C17	24°44'32"	300.00'	125.55'	S56°03'39"E	125.55'	15.00'	45.87'	N65°46'44"W
C18	28°33'44"	500.00'	249.54'	N41°51'57"E	249.98'	15.00'	45.87'	S86°48'44"E
C19	13°09'06"	500.00'	113.57'	N49°39'23"E	113.33'	15.00'	37.55'	S75°22'49"W
C20	90°24'06"	25.00'	38.45'	S17°25'55"W	35.48'	15.00'	118.11'	S60°07'41"E
C21	8°43'58"	300.00'	45.87'	N58°03'06"W	45.83'	15.00'	13.62'	S51°06'32"E
C22	8°43'58"	300.00'	45.87'	S58°03'06"E	45.83'	15.00'	119.24'	N49°39'24"E
C23	90°00'00"	15.00'	23.56'	N72°34'05"E	21.21'	15.00'	104.02'	N49°25'31"E
C24	48°30'08"	15.00'	12.70'	N65°18'01"E	12.32'	15.00'	237.07'	S41°51'57"W
C25	194°02'25"	50.00'	168.33'	S72°34'05"W	99.25'	15.00'	207.29'	S37°48'54"W
C26	57°01'12"	15.00'	13.62'	S37°25'19"E	13.16'	15.00'	187.79'	S37°48'54"W

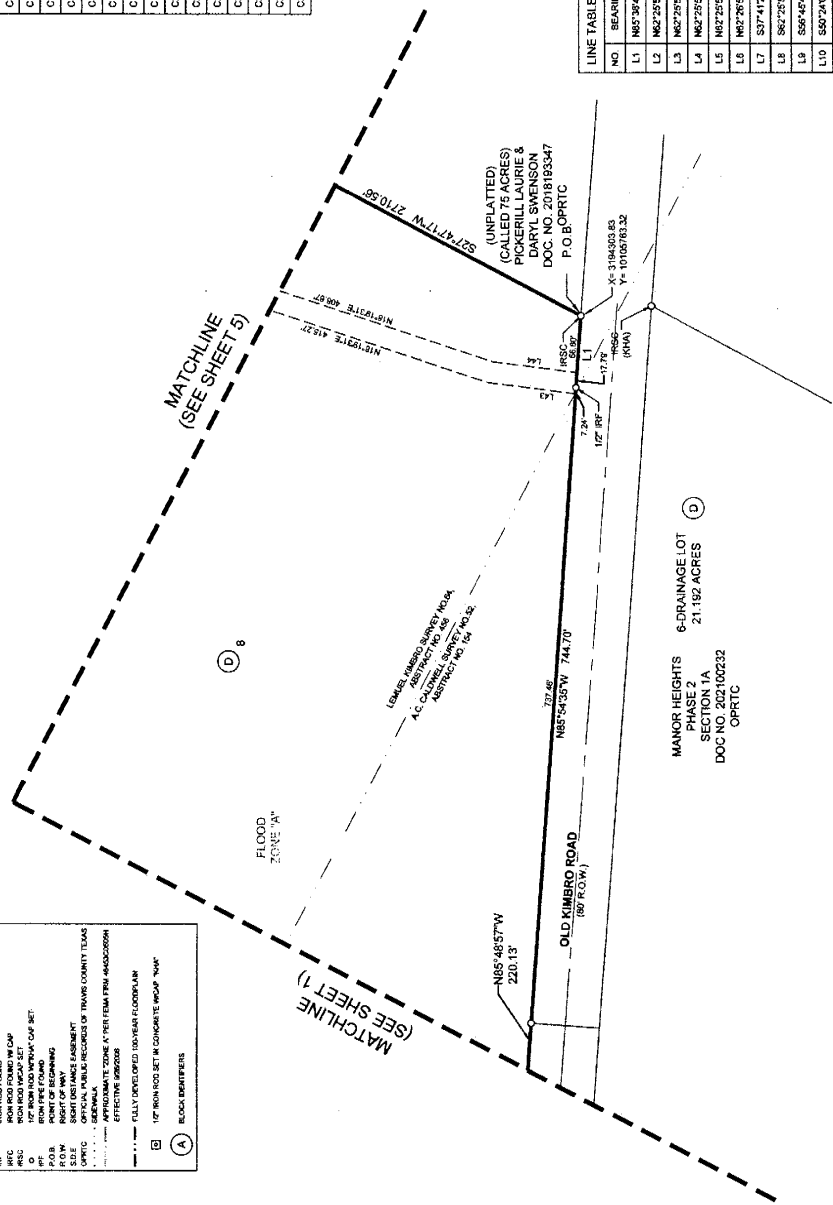


**MANOR HEIGHTS PHASE 3, SECTION 1**  
 106.055 ACRES  
 CONTAINING A PORTION OF THAT CERTAIN 157,960.3 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171725, AND IN CORRECTIVE DEED IN DOCUMENT NO. 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND A PORTION OF THAT CERTAIN 3.469 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171724, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, AND LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS

**Kimley»Horn**  
 801 NW Loop 410, Suite 500  
 San Antonio, Texas 78215  
 Tel. No. (210) 541-8166  
 Fax No. (210) 541-8166  
 www.kimley-horn.com

Scale: As Shown  
 Date: 07/24/2022  
 Project No.: 202200161  
 Drawing No.: 606255703  
 1" = 100'

LINE TABLE				LINE TABLE			
NO.	BEARING	LENGTH	CHORD BEARING	NO.	BEARING	LENGTH	CHORD BEARING
L1	N85°39'46"W	64.36'	L25	N52°02'46"E	140.41'		
L2	N62°35'55"W	35.45'	L26	N10°01'41"W	69.85'		
L3	N62°25'55"W	50.00'	L27	N82°39'00"W	63.98'		
L4	N62°25'55"W	50.00'	L28	N48°35'25"W	78.81'		
L5	N62°25'55"W	104.63'	L29	N17°55'00"W	97.58'		
L6	N62°25'55"W	114.09'	L30	S72°34'05"W	97.58'		
L7	S37°41'23"E	37.91'	L31	N62°26'32"W	56.90'		
L8	S62°25'55"E	114.00'	L32	N77°33'28"E	124.55'		
L9	S55°45'49"E	128.56'	L33	S62°25'55"E	12.89'		
L10	S50°24'00"E	110.86'	L34	S62°25'55"E	10.45'		
L11	N48°32'16"E	67.42'	L35	N15°54'04"E	66.80'		
L12	N15°54'04"E	76.58'	L36	N62°26'55"W	10.45'		
L13	N62°26'19"W	105.59'	L37	N62°26'55"W	12.87'		
L14	S79°59'57"W	123.83'	L38	S27°34'05"W	50.00'		
L15	N65°08'59"E	115.62'	L39	S27°34'05"W	54.74'		
L16	N15°02'25"W	38.98'	L40	N01°02'25"E	59.17'		
L17	N63°29'59"W	96.33'	L41	S79°42'22"E	118.20'		
L18	S84°14'51"W	127.43'	L42	S84°54'16"E	90.02'		
L19	N14°24'56"E	120.00'	L43	N07°10'59"E	103.39'		
L20	N75°33'04"W	150.00'	L44	N07°10'59"E	98.88'		
L21	N14°24'56"E	3.70'	L45	S66°33'01"E	250.67'		
L22	S84°57'18"E	136.15'	L46	S62°25'55"E	140.58'		
L23	N65°46'51"W	153.90'	L47	S27°34'05"W	79.54'		
L24	S75°39'59"W	126.95'	L48	S04°05'25"W	54.08'		



**GENERAL INFORMATION**

TOTAL ACRES	106.055 ACRES
TOTAL LINEAR FEET OF ROW	9,203'
LINEAR FEET OF 50' ROW	5,226'
LINEAR FEET OF 10' ROW	1,400'
ACREAGE OF ROW	6.348 ACRES
NUMBER OF SINGLE FAMILY LOTS	140
ACREAGE OF SINGLE FAMILY LOTS	22.860 ACRES
NUMBER OF NON-RESIDENTIAL LOTS	7,174 ACRES
TOTAL NUMBER OF LOTS	148

**SURVEYOR**  
 KIMLEY-HORN AND ASSOCIATES, INC.  
 801 NW LOOP 410, SUITE 500  
 SAN ANTONIO, TEXAS 78215  
 TEL. (210) 541-8166  
 FAX (210) 541-8166  
 WWW.KIMLEY-HORN.COM  
 TRPLS FIRM REGISTRATION NO. 1018973

**CIVIL ENGINEER**  
 KIMLEY-HORN AND ASSOCIATES, INC.  
 1804 VOLUNTEER ROAD, AULLON IV, SUITE 200  
 AUSTIN, TEXAS 78759  
 TEL. (512) 835-4400  
 FAX (512) 835-4401  
 CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

**DATE OF SURVEY**  
 07/24/2022

**DATE OF PLOTTING**  
 07/24/2022

**PROJECT**  
 MANOR HEIGHTS PHASE 3, SECTION 1  
 106.055 ACRES

**DRAWING**  
 606255703

**SCALE**  
 1" = 100'

**CHECKED BY**  
 [Signature]

**DATE**  
 07/24/2022

SEE PAGE 6 OF 8 FOR LINE AND CURVE TABLE  
 SEE PAGE 8 OF 8 FOR LOT SUMMARY TABLE



202209161

Table with 5 columns: LOT TABLE, ACRES, SQ. FT., LOT NO., and ACRES. It lists lots from BLOCK A LOT 1 to BLOCK C LOT 18 with their respective acreage and square footage.

MANOR HEIGHTS PHASE 3, SECTION 1
CONTAINING A PORTION OF THAT CERTAIN 106.055 ACRES
TRACT DESCRIBED IN DOCUMENT NO. 2019171725,
AND IN CORRECTION DEED IN DOCUMENT NO.
2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
TRACT DESCRIBED IN DOCUMENT NO. 2019171724,
OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, A.C.
CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, AND
LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456,
CITY OF MANOR, TRAVIS COUNTY, TEXAS.

Kimley Horn logo and contact information for Kimley-Horn and Associates, Inc., including address, phone, and website details.



4 pgs

202200160

# PLAT

## PLAT RECORDS INDEX SHEET:

**SUBDIVISION NAME:** Manor Heights Phase 3, Section 2

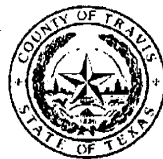
**OWNERS NAME:** Forestar(USA) Real Estate Group Inc

## ADDITIONAL RESTRICTIONS / COMMENTS:

Tax Certificate- 2022108347

## RETURN:

Stays In File



**FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS**

*Rebecca Guerrero*  
Rebecca Guerrero, County Clerk  
Travis County, Texas

**202200160**

Jun 21, 2022 12:06 PM

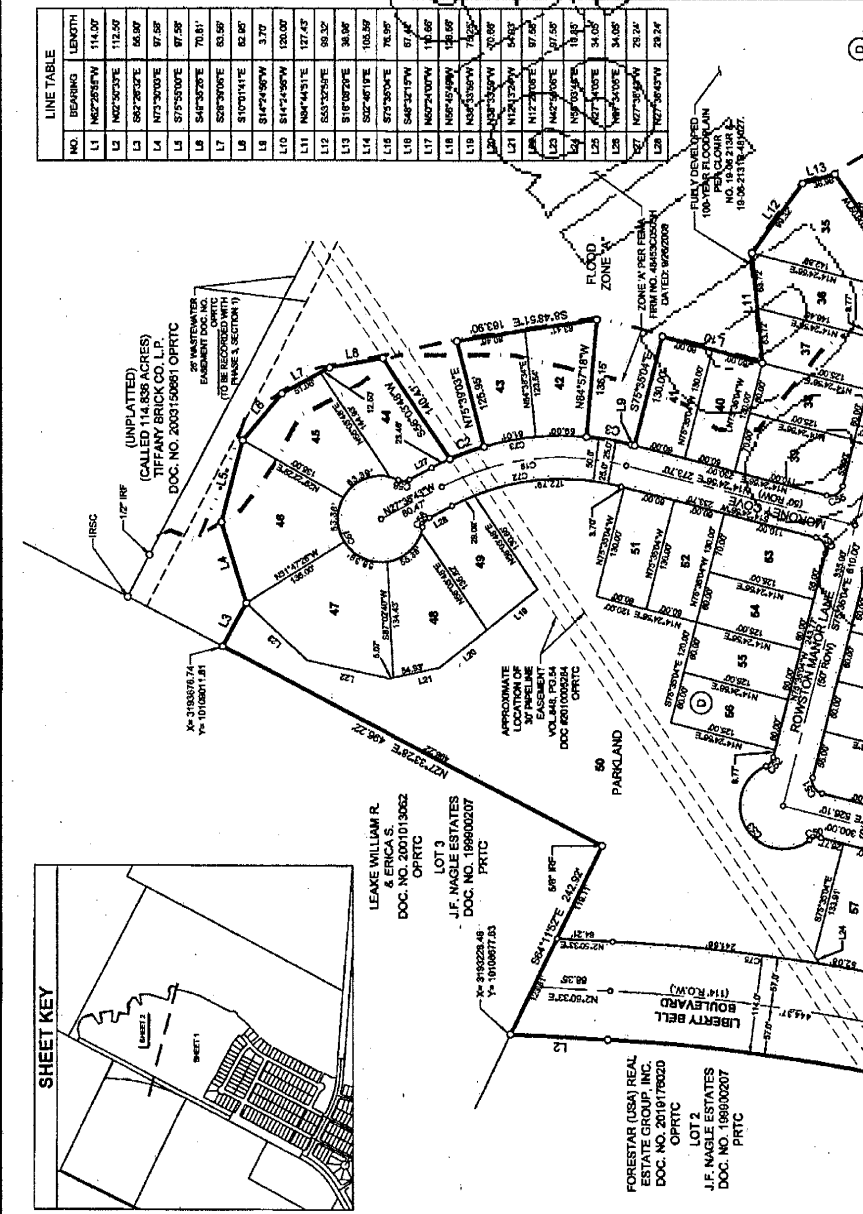
Fee: \$129.00

PEREZTA



2022 00160

LINE TABLE				CURVE TABLE			
NO.	BEARING	LENGTH	CHORD BEARING	NO.	DELTA	RADIUS	CHORD BEARING
C1	N42°28'59"W	114.00	N15°14'56"E	C01	24°49'49"	2143.00	826.07
C2	N62°30'33"E	112.50	N17°45'38"E	C02	31°14'43"	2143.00	826.07
C3	N82°28'02"E	66.87	S30°43'49"W	C03	7°23'47"	2143.00	826.07
C4	N73°30'07"E	97.50	S57°12'46"E	C04	10°34'53"	2143.00	826.07
C5	N73°30'07"E	97.50	N78°24'20"E	C05	14°02'	2143.00	826.07
C6	N47°30'07"E	70.81	S50°30'04"E	C06	19°10'23"	2143.00	826.07
C7	S87°30'07"E	83.89	S42°23'24"E	C07	13°09'00"	2143.00	826.07
C8	S10°10'14"E	92.89	S33°34'44"W	C08	13°09'00"	2143.00	826.07
C9	S14°24'58"W	100.00	S11°32'20"W	C09	15°07'12"	2143.00	826.07
C10	N84°44'51"E	127.43	S53°34'44"W	C10	11°34'22"	2143.00	826.07
C11	N84°44'51"E	99.32	N17°13'56"E	C11	3°23'59"	2143.00	826.07
C12	S11°18'20"E	99.32	N17°13'56"E	C12	3°23'59"	2143.00	826.07
C13	S11°18'20"E	99.32	N17°13'56"E	C13	3°23'59"	2143.00	826.07
C14	S11°18'20"E	99.32	N17°13'56"E	C14	3°23'59"	2143.00	826.07
C15	S11°18'20"E	99.32	N17°13'56"E	C15	3°23'59"	2143.00	826.07
C16	S11°18'20"E	99.32	N17°13'56"E	C16	3°23'59"	2143.00	826.07
C17	S11°18'20"E	99.32	N17°13'56"E	C17	3°23'59"	2143.00	826.07
C18	S11°18'20"E	99.32	N17°13'56"E	C18	3°23'59"	2143.00	826.07
C19	S11°18'20"E	99.32	N17°13'56"E	C19	3°23'59"	2143.00	826.07
C20	S11°18'20"E	99.32	N17°13'56"E	C20	3°23'59"	2143.00	826.07
C21	S11°18'20"E	99.32	N17°13'56"E	C21	3°23'59"	2143.00	826.07
C22	S11°18'20"E	99.32	N17°13'56"E	C22	3°23'59"	2143.00	826.07
C23	S11°18'20"E	99.32	N17°13'56"E	C23	3°23'59"	2143.00	826.07
C24	S11°18'20"E	99.32	N17°13'56"E	C24	3°23'59"	2143.00	826.07
C25	S11°18'20"E	99.32	N17°13'56"E	C25	3°23'59"	2143.00	826.07
C26	S11°18'20"E	99.32	N17°13'56"E	C26	3°23'59"	2143.00	826.07
C27	S11°18'20"E	99.32	N17°13'56"E	C27	3°23'59"	2143.00	826.07
C28	S11°18'20"E	99.32	N17°13'56"E	C28	3°23'59"	2143.00	826.07
C29	S11°18'20"E	99.32	N17°13'56"E	C29	3°23'59"	2143.00	826.07
C30	S11°18'20"E	99.32	N17°13'56"E	C30	3°23'59"	2143.00	826.07
C31	S11°18'20"E	99.32	N17°13'56"E	C31	3°23'59"	2143.00	826.07
C32	S11°18'20"E	99.32	N17°13'56"E	C32	3°23'59"	2143.00	826.07
C33	S11°18'20"E	99.32	N17°13'56"E	C33	3°23'59"	2143.00	826.07
C34	S11°18'20"E	99.32	N17°13'56"E	C34	3°23'59"	2143.00	826.07
C35	S11°18'20"E	99.32	N17°13'56"E	C35	3°23'59"	2143.00	826.07
C36	S11°18'20"E	99.32	N17°13'56"E	C36	3°23'59"	2143.00	826.07
C37	S11°18'20"E	99.32	N17°13'56"E	C37	3°23'59"	2143.00	826.07
C38	S11°18'20"E	99.32	N17°13'56"E	C38	3°23'59"	2143.00	826.07
C39	S11°18'20"E	99.32	N17°13'56"E	C39	3°23'59"	2143.00	826.07
C40	S11°18'20"E	99.32	N17°13'56"E	C40	3°23'59"	2143.00	826.07



GENERAL INFORMATION	
TOTAL ACRES	41.135 ACRES
TOTAL AREA OF LOT 3	8.807 ACRES
TOTAL AREA OF LOT 4	8.807 ACRES
TOTAL AREA OF LOT 5	8.807 ACRES
TOTAL AREA OF LOT 6	8.807 ACRES
TOTAL AREA OF LOT 7	8.807 ACRES
TOTAL AREA OF LOT 8	8.807 ACRES
TOTAL AREA OF LOT 9	8.807 ACRES
TOTAL AREA OF LOT 10	8.807 ACRES
TOTAL AREA OF LOT 11	8.807 ACRES
TOTAL AREA OF LOT 12	8.807 ACRES
TOTAL AREA OF LOT 13	8.807 ACRES
TOTAL AREA OF LOT 14	8.807 ACRES
TOTAL AREA OF LOT 15	8.807 ACRES
TOTAL AREA OF LOT 16	8.807 ACRES
TOTAL AREA OF LOT 17	8.807 ACRES
TOTAL AREA OF LOT 18	8.807 ACRES
TOTAL AREA OF LOT 19	8.807 ACRES
TOTAL AREA OF LOT 20	8.807 ACRES
TOTAL AREA OF LOT 21	8.807 ACRES
TOTAL AREA OF LOT 22	8.807 ACRES
TOTAL AREA OF LOT 23	8.807 ACRES
TOTAL AREA OF LOT 24	8.807 ACRES
TOTAL AREA OF LOT 25	8.807 ACRES
TOTAL AREA OF LOT 26	8.807 ACRES
TOTAL AREA OF LOT 27	8.807 ACRES
TOTAL AREA OF LOT 28	8.807 ACRES
TOTAL AREA OF LOT 29	8.807 ACRES
TOTAL AREA OF LOT 30	8.807 ACRES
TOTAL AREA OF LOT 31	8.807 ACRES
TOTAL AREA OF LOT 32	8.807 ACRES
TOTAL AREA OF LOT 33	8.807 ACRES
TOTAL AREA OF LOT 34	8.807 ACRES
TOTAL AREA OF LOT 35	8.807 ACRES
TOTAL AREA OF LOT 36	8.807 ACRES
TOTAL AREA OF LOT 37	8.807 ACRES
TOTAL AREA OF LOT 38	8.807 ACRES
TOTAL AREA OF LOT 39	8.807 ACRES
TOTAL AREA OF LOT 40	8.807 ACRES
TOTAL AREA OF LOT 41	8.807 ACRES
TOTAL AREA OF LOT 42	8.807 ACRES
TOTAL AREA OF LOT 43	8.807 ACRES
TOTAL AREA OF LOT 44	8.807 ACRES
TOTAL AREA OF LOT 45	8.807 ACRES
TOTAL AREA OF LOT 46	8.807 ACRES
TOTAL AREA OF LOT 47	8.807 ACRES
TOTAL AREA OF LOT 48	8.807 ACRES
TOTAL AREA OF LOT 49	8.807 ACRES
TOTAL AREA OF LOT 50	8.807 ACRES

**MANOR HEIGHTS PHASE 3, SECTION 2**  
41.135 ACRES

CONTAINING A PORTION OF LOT 2 OF J.F. NAGLE ESTATES, PLAT OF WHICH IS RECORDED IN DOCUMENT NO. 199800207, PLAT RECORDS OF TRAVIS COUNTY, AND CONVEYED IN DOCUMENT NUMBER 2019176020, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, ALSO CONTAINING A PORTION OF THAT CERTAIN 157.9603 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171725, CORRECTED IN DOCUMENT NO. 2019176021, AND A PORTION OF THAT CERTAIN 3.469 ACRE TRACT RECORDED IN DOCUMENT 2019171724, ALL RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, OUT OF THE LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 458, CITY OF NACOGDOCHES, TRAVIS COUNTY, TEXAS.

**FORESTAR (USA) REAL ESTATE GROUP, INC.**  
DOC. NO. 201917625  
CORRECTED IN DOC. NO. 201917621

**J.F. NAGLE ESTATES**  
DOC. NO. 199800207  
OPRTC

**LEAKE WILLIAM R. & ERICA S.**  
DOC. NO. 2001013652  
OPRTC

**LOT 3**  
J.F. NAGLE ESTATES  
DOC. NO. 2019176020  
OPRTC

**LOT 4**  
J.F. NAGLE ESTATES  
DOC. NO. 199800207  
OPRTC

**LOT 5**  
J.F. NAGLE ESTATES  
DOC. NO. 199800207  
OPRTC

**LOT 6**  
J.F. NAGLE ESTATES  
DOC. NO. 199800207  
OPRTC

**LOT 7**  
J.F. NAGLE ESTATES  
DOC. NO. 199800207  
OPRTC

**LOT 8**  
J.F. NAGLE ESTATES  
DOC. NO. 199800207  
OPRTC

**LOT 9**  
J.F. NAGLE ESTATES  
DOC. NO. 199800207  
OPRTC

**LOT 10**  
J.F. NAGLE ESTATES  
DOC. NO. 199800207  
OPRTC

**LOT 11**  
J.F. NAGLE ESTATES  
DOC. NO. 199800207  
OPRTC

**LOT 12**  
J.F. NAGLE ESTATES  
DOC. NO. 199800207  
OPRTC

**LOT 13**  
J.F. NAGLE ESTATES  
DOC. NO. 199800207  
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**LOT 14**  
J.F. NAGLE ESTATES  
DOC. NO. 199800207  
OPRTC

**LOT 15**  
J.F. NAGLE ESTATES  
DOC. NO. 199800207  
OPRTC

**LOT 16**  
J.F. NAGLE ESTATES  
DOC. NO. 199800207  
OPRTC

**LOT 17**  
J.F. NAGLE ESTATES  
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**LOT 18**  
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OPRTC

**LOT 19**  
J.F. NAGLE ESTATES  
DOC. NO. 199800207  
OPRTC

**LOT 20**  
J.F. NAGLE ESTATES  
DOC. NO. 199800207  
OPRTC

**LOT 21**  
J.F. NAGLE ESTATES  
DOC. NO. 199800207  
OPRTC

**LOT 22**  
J.F. NAGLE ESTATES  
DOC. NO. 199800207  
OPRTC

**LOT 23**  
J.F. NAGLE ESTATES  
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**LOT 26**  
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**LOT 27**  
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**LOT 30**  
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**LOT 31**  
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DOC. NO. 199800207  
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**LOT 32**  
J.F. NAGLE ESTATES  
DOC. NO. 199800207  
OPRTC

**LOT 33**  
J.F. NAGLE ESTATES  
DOC. NO. 199800207  
OPRTC

**LOT 34**  
J.F. NAGLE ESTATES  
DOC. NO. 199800207  
OPRTC

**LOT 35**  
J.F. NAGLE ESTATES  
DOC. NO. 199800207  
OPRTC

**LOT 36**  
J.F. NAGLE ESTATES  
DOC. NO. 199800207  
OPRTC

**LOT 37**  
J.F. NAGLE ESTATES  
DOC. NO. 199800207  
OPRTC

**LOT 38**  
J.F. NAGLE ESTATES  
DOC. NO. 199800207  
OPRTC

**LOT 39**  
J.F. NAGLE ESTATES  
DOC. NO. 199800207  
OPRTC

**LOT 40**  
J.F. NAGLE ESTATES  
DOC. NO. 199800207  
OPRTC

**LOT 41**  
J.F. NAGLE ESTATES  
DOC. NO. 199800207  
OPRTC

**LOT 42**  
J.F. NAGLE ESTATES  
DOC. NO. 199800207  
OPRTC

**LOT 43**  
J.F. NAGLE ESTATES  
DOC. NO. 199800207  
OPRTC

**LOT 44**  
J.F. NAGLE ESTATES  
DOC. NO. 199800207  
OPRTC

**LOT 45**  
J.F. NAGLE ESTATES  
DOC. NO. 199800207  
OPRTC

**LOT 46**  
J.F. NAGLE ESTATES  
DOC. NO. 199800207  
OPRTC

**LOT 47**  
J.F. NAGLE ESTATES  
DOC. NO. 199800207  
OPRTC

**LOT 48**  
J.F. NAGLE ESTATES  
DOC. NO. 199800207  
OPRTC

**LOT 49**  
J.F. NAGLE ESTATES  
DOC. NO. 199800207  
OPRTC

**LOT 50**  
J.F. NAGLE ESTATES  
DOC. NO. 199800207  
OPRTC

**LEGEND**  
 - BEAR BEARING  
 - LOT AREA  
 - CURVE DATA  
 - MATCHLINE  
 - FLOOD ZONE  
 - PARKLAND  
 - UNDERGROUND UTILITY LINES  
 - ZONE 'W' PER FEMA DATED 8/6/2008  
 - APPROXIMATE LOCATION OF UNDERGROUND UTILITY LINES  
 - VOLUME POLA  
 - VOL. 404  
 - DOC. 2001000204  
 - OPRTC

**GRAPHIC SCALE IN FEET**  
1" = 100' @ 1/8" = 1"

**SEE PAGE 2 OF 4 FOR LINE AND CURVE TABLE**  
**SEE PAGE 4 OF 4 FOR LOT SUMMARY TABLE**

**Item 12.**  
**Kimley»Horn**  
611 NW Loop 410, Suite 500  
San Antonio, Texas 78210  
www.kimley-horn.com  
TEL: 210.544.4444  
FAX: 210.544.4444  
DATE: 12/20/21  
JOB: 202200160  
DRAWN BY: JEFF SCOTT  
CHECKED BY: JEFF SCOTT  
SCALE: AS SHOWN





202200160

SECTION AND BLOCK DESCRIPTION OF A 41.135 ACRES TRACT OF LAND

BEING a 41.135 acre (15,151.134 sq. ft.) tract of land situated in the Lemuel Kimbro Survey No. 94, Abstract No. 468, City of Manor, Travis County, Texas, and containing a portion of Lot 2 of J.F. Nagle Estate, plat of which is recorded in Document No. 199900207 of the Real Records of Travis County, Texas, and...

- 1. A boundary description along a 100-foot wide easement...
2. A boundary description along a 100-foot wide easement...
3. A boundary description along a 100-foot wide easement...
4. A boundary description along a 100-foot wide easement...
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35. A boundary description along a 100-foot wide easement...
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37. A boundary description along a 100-foot wide easement...
38. A boundary description along a 100-foot wide easement...
39. A boundary description along a 100-foot wide easement...
40. A boundary description along a 100-foot wide easement...
41. A boundary description along a 100-foot wide easement...

Table with columns: LOT NO., ACRES, SQ. FT., LOT TABLE (LOT NO., ACRES, SQ. FT.), LOT TABLE (LOT NO., ACRES, SQ. FT.), LOT TABLE (LOT NO., ACRES, SQ. FT.), ROW. Contains lot numbers and acreage for a 41.135-acre tract.

MANOR HEIGHTS PHASE 3, SECTION 2 41.135 ACRES

CONTAINING A PORTION OF LOT 2 OF J.F. NAGLE ESTATE, PLAT OF WHICH IS RECORDED IN DOCUMENT NO. 199900207, PLAT RECORDS OF TRAVIS COUNTY, AND CONVEYED IN DOCUMENT NUMBER 2019176020, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, ALSO CONTAINING A PORTION OF THAT CERTAIN 157.8603 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019176021, AND A PORTION OF THAT CERTAIN 5.468 ACRE TRACT RECORDED IN DOCUMENT 2019177124, ALL RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, OUT OF THE LEMUEL KIMBRO SURVEY NO. 94, ABSTRACT NO. 458, CITY OF MANOR, TRAVIS COUNTY, TEXAS.

Kimley-Horn logo and contact information: 901 NW Loop 410, Suite 500, San Antonio, Texas 78218. Includes fields for Scale, Drawn by, Checked by, Date, Project No., and Sheet No.

Item 12.

**PLAT – 11.845 ACRE LOT**



5 pgs

202100237

# PLAT

## PLAT RECORDS INDEX SHEET:

**SUBDIVISION NAME:** MANOR HEIGHTS PHASE 2, SECTION 1B

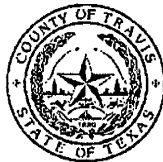
**OWNERS NAME:** FORESTAR (USA) REAL ESTATE GROUP INC,

## ADDITIONAL RESTRICTIONS / COMMENTS:

TAX CERTIFICATE: 2021219858

## RETURN:

CITY OF MANOR PICK UP



**FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS**

*Dana DeBeauvoir*

Dana DeBeauvoir, County Clerk  
Travis County, Texas

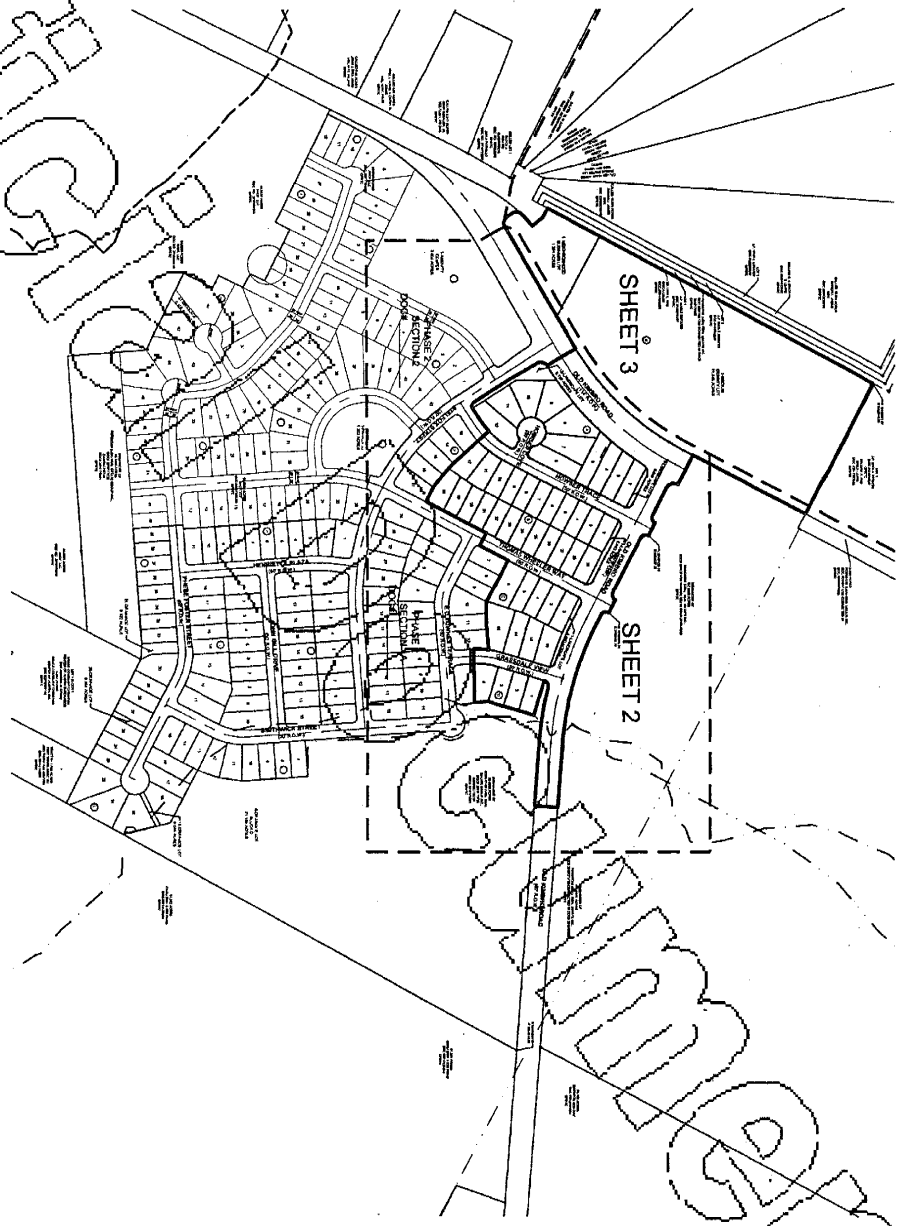
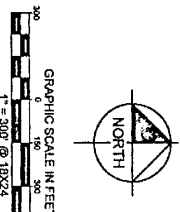
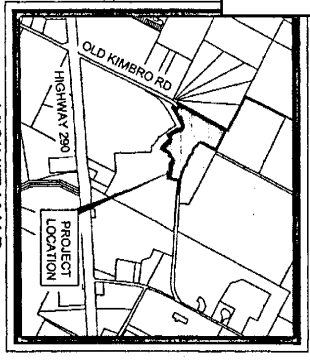
**202100237**

Oct 01, 2021 12:23 PM

Fee: \$156.00

MEDINAE

\$ 156



GENERAL INFORMATION

TOTAL ACRES	27.686 ACRES
TOTAL ACRES OF ROW	1.587
LINEAR FEET OF ROW	1,287
LINEAR FEET OF ROW	299' ACRES
NUMBER OF SINGLE FAMILY LOTS	47
ACRES OF SINGLE FAMILY LOTS	8.550 ACRES
ACRES OF MULTIFAMILY LOTS	11.944 ACRES
NUMBER OF NON-RESIDENTIAL LOTS	5
ACRES OF NON-RESIDENTIAL LOTS	1.789 ACRES
TOTAL NUMBER OF LOTS	52

**SUBDIVISION:**  
**MANOR HEIGHTS PHASE 2 SECTION 1B**  
 811 HWY LOOP 416, SUITE 200  
 PH: (214) 541-4488 FAX: (214) 541-4688  
 CONTACT: JOHN G. MOSEY, R.S. L.S.  
 TRAPESHION REGISTRATION NO. 1058717

**CIVIL ENGINEER:**  
**KIMLEY-HORN AND ASSOCIATES, INC.**  
 14014 LULLVALE ROAD, AVALON IV, SUITE 200  
 MUSTON, TEXAS 75159  
 PH: (619) 418-1771 FAX: (619) 418-1781  
 CONTACT: ALEJANDRO E. GONZALEZ, P.E.

**OWNER:**  
**FRONTIER RESTATE REAL ESTATE GROUP INC.**  
 A DELAWARE CORPORATION  
 2211 E. LAMAR BLVD., SUITE 700  
 DALLAS, TEXAS 75206  
 CONTACT: JOHN MABERRY

**MANOR HEIGHTS PHASE 2, SECTION 1B**  
 27.686 ACRES  
 BEING A PORTION OF THOSE CERTAIN 157.9803 ACRE  
 AND 90.0886 ACRE TRACTS, BOTH DESCRIBED IN  
 DOCUMENT NO. 2019171725; AND IN CORRECTION DEED  
 IN RECORDS OF TRAVIS COUNTY, AND A PORTION OF THAT  
 CERTAIN 3,700 ACRE PORTION OF OLD KIMBRO ROAD IN  
 DOCUMENT NO. 202152183, OFFICIAL PUBLIC RECORDS  
 OF TRAVIS COUNTY, A.C. CALDWELL, SURVEY NO. 52,  
 ABSTRACT NO. 154, CITY OF MANOR, TRAVIS COUNTY,  
 TEXAS

**Kimley-Horn**

801 W. HUNTER 415, SUITE 200  
 SAN ANTONIO, TEXAS 78216  
 PH: (214) 541-4488  
 WWW.KIMLEY-HORN.COM

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 300'	AVS	JCM	01/17/2021	09255103	1 of 5











## **COST ESTIMATE**

**Manor Heights Public Improvement District**  
**Table of Contents**  
**January 30, 2023**

DRAFT

Exhibit	Title	Page No.
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D	Value to Lien Analysis	5
E	Sources and Uses of Funds	6
F	Ad Valorem Tax Revenues	7
G	Competitive Communities Tax Rates	8
H	Major Improvement Area Annual Installments	9
I	Improvement Area #1 - 2 Annual Installments	10
J	Improvement Area #3 Bond	11
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**Exhibit A**  
**Manor Heights Public Improvement District**  
**PID Summary**  
**January 30, 2023**

	MIA	IA #1/IA #2	IA #3	IA #4	Total
<b>Values</b>					
Total Improved Land Value	\$ 100,743,545	\$ 22,500,000	\$ 31,321,092	\$ 69,422,453	\$ 123,243,545
Total Assessed Value	\$ 343,917,800	\$ 147,150,000	\$ 156,605,460	\$ 347,112,263	\$ 650,867,723
Value to Lien - Improved Land	2.63	3.04	7.36	7.01	
<b>Assessments</b>					
Bond Issuance Date	5/27/2021	5/27/2021	4/1/2023	1/31/2025	
Bond Term	30	30	30	30	
Interest Rate	4.26%	3.79%	5.50%	5.50%	
<b>Bond Proceeds</b>	<b>\$ 8,080,000</b>	<b>\$ 7,305,000</b>	<b>\$ 4,255,000</b>	<b>\$ 9,910,000</b>	<b>\$ 29,550,000</b>
Premium	\$ -	\$ 87,421	\$ -	\$ -	\$ 87,421
Reserve Fund	\$ (501,125)	\$ (427,400)	\$ (295,350)	\$ (683,600)	\$ (1,907,475)
First Year Administrative Expense	\$ (30,000)	\$ (30,000)	\$ (30,000)	\$ (30,000)	\$ (120,000)
Capitalized Interest	\$ (333,319)	\$ (263,175)	\$ -	\$ -	\$ (596,494)
Underwriter's Discount (3.00%)	\$ (242,400)	\$ (219,150)	\$ (127,650)	\$ (297,300)	\$ (886,500)
Cost of Issuance (~6.50%)	\$ (387,152)	\$ (365,995)	\$ (276,575)	\$ (644,150)	\$ (1,673,872)
<b>Net Bond Proceeds</b>	<b>\$ 6,586,004</b>	<b>\$ 6,086,700</b>	<b>\$ 3,525,425</b>	<b>\$ 8,254,950</b>	<b>\$ 24,453,080</b>
50' Lot Assessment	\$ 6,696	\$ 14,148	\$ 10,986	\$ 12,568	
55' Lot Assessment	\$ 6,813	\$ 14,397	\$ 12,637	\$ 14,377	
60' Lot Assessment	\$ 7,048	\$ -	\$ 14,170	\$ 16,068	
Condos Assessment	\$ 4,793	\$ -	\$ 8,039	\$ 9,187	
Office Assessment	\$ 4.70	\$ -	\$ -	\$ 4.26	
Restaurant Assessment	\$ 4.70	\$ -	\$ -	\$ 4.26	
Retail Assessment	\$ 4.70	\$ -	\$ -	\$ 4.26	
<b>Costs</b>					
Authorized Improvements	\$ 6,617,782	\$ 17,769,392	\$ 10,602,619	\$ 12,219,475	\$ 47,209,268
Bond Issuance Costs	\$ 1,493,996	\$ 1,305,720	\$ 729,575	\$ 1,655,050	\$ 5,184,341
Less: Bond Proceeds	\$ (8,080,000)	\$ (7,392,421)	\$ (4,255,000)	\$ (9,910,000)	\$ (29,637,421)
<b>Developer Contribution</b>	<b>\$ 31,778</b>	<b>\$ 11,682,692</b>	<b>\$ 7,077,194</b>	<b>\$ 3,964,525</b>	<b>\$ 22,756,188</b>
<b>Average Annual Installments</b>					
First Annual Installment Due	1/31/2022	1/31/2022	1/31/2024	1/31/2026	
Total Average Annual Installment	\$ 557,828	\$ 483,429	\$ 347,843	\$ 755,857	
50' Lot Annual Installment	\$ 462	\$ 936	\$ 901	\$ 956	
55' Lot Annual Installment	\$ 470	\$ 953	\$ 1,029	\$ 1,090	
60' Lot Annual Installment	\$ 487	\$ -	\$ 1,150	\$ 1,216	
Condos Annual Installment	\$ 331	\$ -	\$ 659	\$ 699	
Office Annual Installment	\$ 0.32	\$ -	\$ -	\$ 0.34	
Restaurant Annual Installment	\$ 0.32	\$ -	\$ -	\$ 0.34	
Retail Annual Installment	\$ 0.32	\$ -	\$ -	\$ 0.34	
<b>Equivalent Tax Rates</b>					
IA PID Equivalent Tax Rate / \$100 AV	\$ -	\$ 0.3285	\$ 0.2221	\$ 0.2178	\$ 0.3296
MIA PID Equivalent Tax Rate / \$100 AV	\$ 0.1622	\$ -	\$ 0.1077	\$ 0.1121	\$ -
Total Tax Rate after PID / \$100 AV	\$ 2.8768	\$ 3.0432	\$ 3.0444	\$ 3.0445	\$ 3.0442

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**Exhibit B**  
**Manor Heights Public Improvement District**  
**Authorized Improvements**  
**January 30, 2023**

Authorized Improvements [a]	IA #1 [b]	IA #2	MIA	IA #3 [c]	IA #4	Total
<i>Internal Improvements</i>						
Water	\$ 877,624	\$ 895,023	\$ -	\$ 1,199,062	\$ 1,786,556	\$ 4,758,265
Wastewater	\$ 761,450	\$ 1,119,316	\$ -	\$ 1,777,998	\$ 1,311,441	\$ 4,970,205
Drainage	\$ 1,147,364	\$ 1,164,737	\$ -	\$ 3,229,931	\$ 2,358,195	\$ 7,900,227
Roadway	\$ 3,462,805	\$ 4,889,702	\$ -	\$ 3,012,678	\$ 6,467,283	\$ 17,832,468
Trails	\$ 59,850	\$ -	\$ -	\$ -	\$ -	\$ 59,850
Soft Costs	\$ 163,600	\$ 320,400	\$ -	\$ 1,382,950	\$ 296,000	\$ 2,162,950
<b>Total Internal Improvements</b>	<b>\$ 6,472,693</b>	<b>\$ 8,389,178</b>	<b>\$ -</b>	<b>\$ 10,602,619</b>	<b>\$ 12,219,475</b>	<b>\$ 37,683,965</b>
<i>Major Improvements</i>						
Wastewater Treatment Plant	\$ 799,087	\$ 763,720	\$ 3,557,091	\$ -	\$ -	\$ 5,119,898
Kimbro Road ROW Acquisition	\$ 7,390	\$ 7,063	\$ 32,895	\$ -	\$ -	\$ 47,348
Roadway	\$ 486,270	\$ 464,749	\$ 2,164,607	\$ -	\$ -	\$ 3,115,626
Soft Costs	\$ 193,912	\$ 185,330	\$ 863,189	\$ -	\$ -	\$ 1,242,431
<b>Total Major Improvements</b>	<b>\$ 1,486,659</b>	<b>\$ 1,420,862</b>	<b>\$ 6,617,782</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 9,525,303</b>
<b>Total Authorized Improvements</b>	<b>\$ 7,959,352</b>	<b>\$ 9,810,040</b>	<b>\$ 6,617,782</b>	<b>\$ 10,602,619</b>	<b>\$ 12,219,475</b>	<b>\$ 47,209,268</b>

**Footnotes:**

[a] IA #1 and #2 Improvements per the cost estimate prepared by Kimley-Horn, dated 1/8/21, MIA Internal cost estimates from OPC dated 2/19/20.

[b] Lift Station included in Improvement Area #1 internal improvements.

[c] Costs per Kimley-Horn's Manor Heights PID IA #3 Engineering Report dated 1/30/23.

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Exhibit C  
Manor Heights Public Improvement District  
AV and Assessment Spread  
January 30, 2023

Lot Size	Units/SF	Improved Land Value		Assessed Value per Unit/SF	Assessed Value	Total Assessment	Average Annual Installment	Assessment Per Unit/SF	Average Annual	
		Value per Unit/SF [a]	Total Value						Installment	Installment Per Unit/SF
50'	264	\$ 46,458	\$ 12,265,000	\$ 285,000	\$ 75,240,000	\$ 3,735,156	\$ 247,184	\$ 14,148	\$ 936	\$ 0.3285
<b>IA #1 Total</b>	<b>264</b>	<b>\$ 46,458</b>	<b>\$ 12,265,000</b>	<b>\$ 285,000</b>	<b>\$ 75,240,000</b>	<b>\$ 3,735,156</b>	<b>\$ 247,184</b>	<b>\$ 14,148</b>	<b>\$ 936</b>	<b>\$ 0.3285</b>

Improvement Area #1 [b]										
IA #2 50'	176	\$ 40,564	\$ 7,139,307	\$ 285,000	\$ 50,160,000	\$ 2,490,104	\$ 164,790	\$ 14,148	\$ 936	\$ 0.3285
55'	75	\$ 41,276	\$ 3,095,693	\$ 290,000	\$ 21,750,000	\$ 1,079,740	\$ 71,455	\$ 14,397	\$ 953	\$ 0.3285
<b>IA #2 Total</b>	<b>251</b>	<b>\$ 81,840</b>	<b>\$ 10,235,000</b>	<b>\$ 575,000</b>	<b>\$ 71,910,000</b>	<b>\$ 3,569,844</b>	<b>\$ 236,244</b>	<b>\$ 28,545</b>	<b>\$ 1,889</b>	<b>\$ 0.3285</b>

Improvement Area #2 [c]										
<b>IA #1 &amp; IA #2 Total</b>	<b>515</b>	<b>\$ 128,304</b>	<b>\$ 22,500,000</b>	<b>\$ 860,000</b>	<b>\$ 147,150,000</b>	<b>\$ 7,305,000</b>	<b>\$ 483,429</b>	<b>\$ 42,493</b>	<b>\$ 2,825</b>	<b>\$ 0.3285</b>

Improvement Area #3 [c]										
50'	176	\$ 82,680	\$ 14,551,680	\$ 413,400	\$ 72,758,400	\$ 3,111,978	\$ 239,973	\$ 17,682	\$ 1,363	\$ 0.3298
55'	49	\$ 90,948	\$ 4,456,452	\$ 454,740	\$ 22,282,260	\$ 953,043	\$ 73,492	\$ 19,450	\$ 1,500	\$ 0.3298
60'	60	\$ 99,216	\$ 5,952,960	\$ 496,080	\$ 29,764,800	\$ 1,273,082	\$ 98,171	\$ 21,218	\$ 1,636	\$ 0.3298
Condos	106	\$ 60,000	\$ 6,360,000	\$ 300,000	\$ 31,800,000	\$ 1,360,130	\$ 104,883	\$ 12,831	\$ 989	\$ 0.3298
<b>IA #3 Total</b>	<b>391</b>	<b>\$ 313,216</b>	<b>\$ 31,321,092</b>	<b>\$ 1,463,520</b>	<b>\$ 156,605,460</b>	<b>\$ 6,698,234</b>	<b>\$ 516,519</b>	<b>\$ 53,801</b>	<b>\$ 4,861</b>	<b>\$ 0.3298</b>

Improvement Area #4										
50'	313	\$ 86,020	\$ 26,924,345	\$ 430,101	\$ 134,621,726	\$ 6,029,555	\$ 444,073	\$ 19,264	\$ 1,419	\$ 0.3299
55'	41	\$ 94,622	\$ 3,879,514	\$ 473,111	\$ 19,397,571	\$ 868,795	\$ 63,986	\$ 21,190	\$ 1,561	\$ 0.3299
60'	102	\$ 103,224	\$ 10,528,881	\$ 516,122	\$ 52,644,406	\$ 2,357,884	\$ 173,656	\$ 23,117	\$ 1,703	\$ 0.3299
Condos	298	\$ 62,424	\$ 18,602,352	\$ 312,120	\$ 93,011,760	\$ 4,165,892	\$ 306,815	\$ 13,980	\$ 1,030	\$ 0.3299
Office	68,999	\$ 40	\$ 2,759,960	\$ 200	\$ 13,799,800	\$ 618,077	\$ 45,521	\$ 8.96	\$ 0.66	\$ 0.3299
Restaurant	17,250	\$ 40	\$ 690,000	\$ 200	\$ 3,450,000	\$ 154,522	\$ 11,380	\$ 8.96	\$ 0.66	\$ 0.3299
Retail	150,935	\$ 40	\$ 6,037,400	\$ 200	\$ 30,187,000	\$ 1,352,042	\$ 99,577	\$ 8.96	\$ 0.66	\$ 0.3299
<b>IA #4 Total</b>	<b>754</b>	<b>\$ 69,422,453</b>	<b>\$ 69,422,453</b>	<b>\$ 347,112,263</b>	<b>\$ 1,145,008</b>	<b>\$ 15,546,766</b>	<b>\$ 1,145,008</b>	<b>\$ 15,546,766</b>	<b>\$ 1,145,008</b>	<b>\$ 0.3299</b>

Total										
Residential	1,660	\$ 113,756,185	\$ 603,430,923	\$ 27,425,359	\$ 1,988,478	\$ 1,988,478	\$ 1,988,478	\$ 1,988,478	\$ 1,988,478	\$ 0.3295
Commercial	237,184	\$ 9,487,360	\$ 47,436,800	\$ 2,124,641	\$ 156,478	\$ 156,478	\$ 156,478	\$ 156,478	\$ 156,478	\$ 0.3299
<b>Total</b>	<b>1,897,184</b>	<b>\$ 123,243,545</b>	<b>\$ 650,867,723</b>	<b>\$ 29,550,000</b>	<b>\$ 2,144,956</b>	<b>\$ 2,144,956</b>	<b>\$ 2,144,956</b>	<b>\$ 2,144,956</b>	<b>\$ 2,144,956</b>	<b>\$ 0.3296</b>

Footnotes:  
 [a] For purposes of this analysis, estimated improved land value has been calculated at 20% of home value.  
 [b] Per original MIA LOM and IA #1-2 LOM.  
 [c] Information per client as of 1/30/23.

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Exhibit D  
 Manor Heights Public Improvement District  
 Value to Lien Analysis  
 January 30, 2023

	MIA	IA #1 - 2	IA #3	IA #4
<b>Total Assessment</b>	\$ 8,080,000	\$ 7,305,000	\$ 4,255,000	\$ 9,910,000
<b>Premium</b>	\$ -	\$ 87,421	\$ -	\$ -
	<b>[1]</b>			
	\$ 8,080,000	\$ 7,392,421	\$ 4,255,000	\$ 9,910,000
<b>Bond Issuance Costs</b>				
Reserve Fund	\$ 501,125	\$ 427,400	\$ 295,350	\$ 683,600
First Year Administrative Expense	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
Capitalized Interest	\$ 333,319	\$ 263,175	\$ -	\$ -
Underwriter's Discount (3.00%)	\$ 242,400	\$ 219,150	\$ 127,650	\$ 297,300
Cost of Issuance (~6.50%)	\$ 387,152	\$ 365,995	\$ 276,575	\$ 644,150
	<b>[2]</b>			
	\$ 1,493,996	\$ 1,305,720	\$ 729,575	\$ 1,655,050
<b>Net Proceeds</b>				
	<b>[3] = [1] - [2]</b>			
	\$ 6,586,004	\$ 6,086,700	\$ 3,525,425	\$ 8,254,950
<b>3:1 Value to Lien</b>				
Total Assessment			3.00	3.00
<b>Value Required for 3:1 VTL</b>				
	<b>[4]</b>			
	\$ -	\$ -	\$ 4,255,000	\$ 9,910,000
	<b>[5] = [4] × [1]</b>			
	\$ -	\$ -	\$ 12,765,000	\$ 29,730,000
<b>Total Improved Land Value/Appraisal</b>				
Total Assessment	\$ 21,280,000	\$ 22,500,000	\$ 31,321,092	\$ 69,422,453
<b>Value to Lien - Improved Land/Appraisal</b>				
	<b>[6]</b>			
	\$ 8,080,000	\$ 7,392,421	\$ 4,255,000	\$ 9,910,000
	<b>[7] = [6] ÷ [1]</b>			
	2.63	3.04	7.36	7.01

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**Exhibit E  
Manor Heights Public Improvement District  
Sources and Uses  
January 30, 2023**

	<b>MIA</b>	<b>IA #1 - 2</b>	<b>IA #3</b>	<b>IA #4</b>	<b>Total</b>
<b>Sources of Funds</b>					
PID Assessment	\$ 8,080,000	\$ 7,305,000	\$ 4,255,000	\$ 9,910,000	\$ 29,550,000
Premium	\$ -	\$ 87,421	\$ -	\$ -	\$ -
Owner Contribution [a]	\$ 31,778	\$ 11,682,692	\$ 7,077,194	\$ 3,964,525	\$ 22,756,188
<b>Total Sources</b>	<b>\$ 8,111,778</b>	<b>\$ 19,075,112</b>	<b>\$ 11,332,194</b>	<b>\$ 13,874,525</b>	<b>\$ 52,393,609</b>

	<b>Uses of Funds</b>				
<b>Authorized Improvements</b>					
Major Improvements	\$ 6,617,782	\$ 2,907,521	\$ -	\$ -	\$ 9,525,303
Internal Improvements	\$ -	\$ 14,861,871	\$ 10,602,619	\$ 12,219,475	\$ 37,683,965
	\$ 6,617,782	\$ 17,769,392	\$ 10,602,619	\$ 12,219,475	\$ 47,209,268
<b>Bond Issuance Costs</b>					
Reserve Fund	\$ 501,125	\$ 427,400	\$ 295,350	\$ 683,600	\$ 1,907,475
First Year Administrative Expens:	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 120,000
Capitalized Interest	\$ 333,319	\$ 263,175	\$ -	\$ -	\$ 596,494
Underwriter's Discount (3.00%)	\$ 242,400	\$ 219,150	\$ 127,650	\$ 297,300	\$ 886,500
Cost of Issuance (~6.50%)	\$ 387,152	\$ 365,995	\$ 276,575	\$ 644,150	\$ 1,673,872
	\$ 1,493,996	\$ 1,305,720	\$ 729,575	\$ 1,655,050	\$ 5,184,341
<b>Total Uses</b>	<b>\$ 8,111,778</b>	<b>\$ 19,075,112</b>	<b>\$ 11,332,194</b>	<b>\$ 13,874,525</b>	<b>\$ 52,393,609</b>

Footnotes:

[a] Owner will fund all costs not covered by Assessments.



**DRAFT**

**Exhibit F**

**Manor Heights Public Improvement District  
Ad Valorem Tax Revenues  
January 30, 2023**

<b>Tax Entity</b>	<b>Ad Valorem</b>		<b>Estimated Annual Ad</b>
	<b>Tax Rate [a]</b>	<b>Valorem Revenues [b]</b>	<b>Valorem Revenues [b]</b>
City of Manor	\$ 0.7470	\$ 4,861,982	\$ 4,861,982
Travis County	\$ 0.3182	\$ 2,071,315	\$ 2,071,315
Travis County Healthcare	\$ 0.0987	\$ 642,302	\$ 642,302
Austin Community College	\$ 0.0987	\$ 642,406	\$ 642,406
Manor ISD	\$ 1.3520	\$ 8,799,732	\$ 8,799,732
Travis County ESD #12	\$ 0.1000	\$ 650,868	\$ 650,868
<b>Total</b>	<b>\$ 2.7146</b>	<b>\$ 17,668,605</b>	<b>\$ 17,668,605</b>

**Footnotes:**

[a] 2022 rates per Travis Central Appraisal District

[b] Assumes an Estimated Buildout Value of \$650,867,723.

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Exhibit G  
Manor Heights Public Improvement District  
Competitive Communities Tax Rates  
January 30, 2023

Competitive Tax Rate Rankings	
Manor Heights - IA #3	3.0444
Manor Heights - IA #1-2	3.0431
Lagos - Manor	3.0301
Presidential Glen	2.9906
Shadow Glen	2.7956
Presidential Meadows	2.7411
Whisper Valley - IA #2	2.3319
Whisper Valley - IA #1	2.3231

Manor Heights - IA #3	
City of Manor	0.7470
Travis County	0.3182
Travis Central Health	0.0987
Austin Community College	0.0987
Manor ISD	1.3520
Travis County ESD #12	0.1000
	2.7146
Manor Heights PID - IA #3	0.3298
<b>Total</b>	<b>3.0444</b>

Manor Heights - IA #1-2	
City of Manor	0.7470
Travis County	0.3182
Travis Central Health	0.0987
Austin Community College	0.0987
Manor ISD	1.3520
Travis County ESD #12	0.1000
	2.7146
Manor Heights PID - IA #1-2	0.3285
<b>Total</b>	<b>3.0431</b>

Shadow Glen	
Travis County	0.3182
Travis Central Health	0.0987
Austin Community College	0.0987
Manor ISD	1.3520
Travis County ESD #12	0.1000
	1.9676
Travis County MUD #2	0.8280
<b>Total</b>	<b>2.7956</b>

Presidential Glen	
City of Manor	0.7470
Travis County	0.3182
Travis Central Health	0.0987
Austin Community College	0.0987
Manor ISD	1.3520
Travis County ESD #12	0.1000
	2.7146
Presidential Glen MUD	0.2760
<b>Total</b>	<b>2.9906</b>

Presidential Meadows	
Travis County	0.3182
Travis Central Health	0.0987
Austin Community College	0.0987
Manor ISD	1.3520
Travis County ESD #12	0.1000
	1.9676
Cottonwood Creek MUD #1	0.7735
<b>Total</b>	<b>2.7411</b>

Whisper Valley - IA #1	
Travis County	0.3182
Del Valle ISD	1.1846
Travis Central Health	0.0987
Austin Community College	0.0987
Travis County ESD #12	0.1000
	1.8002
Whisper Valley PID - IA #1	0.5229
<b>Total</b>	<b>2.3231</b>

Whisper Valley - IA #2	
Travis County	0.3182
Del Valle ISD	1.1846
Travis Central Health	0.0987
Austin Community College	0.0987
Travis County ESD #12	0.1000
	1.8002
Whisper Valley PID - IA #2	0.5317
<b>Total</b>	<b>2.3319</b>

Lagos - Manor	
Travis County	0.3182
City of Manor	0.7470
Travis Central Health	0.0987
Austin Community College	0.0987
Manor ISD	1.3520
Travis County ESD #12	0.1000
	2.7146
Lagos - Manor PID	0.3155
<b>Total</b>	<b>3.0301</b>

Note: Tax rates shown are for Tax Year 2022.

**Exhibit H**  
**Manor Heights Public Improvement District**  
**Major Improvement Area Annual Installments**  
**1/30/2023**

Installment Due 1/31	Principal	Interest	Additional Interest	Annual Collection Costs	Capitalized Interest	Reserve Fund	Total Annual Installment
2021	\$ -	\$ 99,996	\$ -	\$ -	\$ (99,996)	\$ -	\$ -
2022	\$ -	\$ 333,319	\$ 40,400	\$ 30,600	\$ (233,323)	\$ -	\$ 170,996
2023	\$ 150,000	\$ 333,319	\$ 40,400	\$ 31,212	\$ -	\$ -	\$ 554,931
2024	\$ 155,000	\$ 328,631	\$ 39,650	\$ 31,836	\$ -	\$ -	\$ 555,118
2025	\$ 160,000	\$ 323,788	\$ 38,875	\$ 32,473	\$ -	\$ -	\$ 555,135
2026	\$ 170,000	\$ 318,788	\$ 38,075	\$ 33,122	\$ -	\$ -	\$ 559,985
2027	\$ 175,000	\$ 313,475	\$ 37,225	\$ 33,785	\$ -	\$ -	\$ 559,485
2028	\$ 180,000	\$ 306,913	\$ 36,350	\$ 34,461	\$ -	\$ -	\$ 557,723
2029	\$ 185,000	\$ 300,163	\$ 35,450	\$ 35,150	\$ -	\$ -	\$ 555,762
2030	\$ 195,000	\$ 293,225	\$ 34,525	\$ 35,853	\$ -	\$ -	\$ 558,603
2031	\$ 200,000	\$ 285,913	\$ 33,550	\$ 36,570	\$ -	\$ -	\$ 556,032
2032	\$ 210,000	\$ 278,413	\$ 32,550	\$ 37,301	\$ -	\$ -	\$ 558,264
2033	\$ 220,000	\$ 269,750	\$ 31,500	\$ 38,047	\$ -	\$ -	\$ 559,297
2034	\$ 230,000	\$ 260,675	\$ 30,400	\$ 38,808	\$ -	\$ -	\$ 559,883
2035	\$ 240,000	\$ 251,188	\$ 29,250	\$ 39,584	\$ -	\$ -	\$ 560,022
2036	\$ 250,000	\$ 241,288	\$ 28,050	\$ 40,376	\$ -	\$ -	\$ 559,714
2037	\$ 260,000	\$ 230,975	\$ 26,800	\$ 41,184	\$ -	\$ -	\$ 558,959
2038	\$ 270,000	\$ 220,250	\$ 25,500	\$ 42,007	\$ -	\$ -	\$ 557,757
2039	\$ 280,000	\$ 209,113	\$ 24,150	\$ 42,847	\$ -	\$ -	\$ 556,110
2040	\$ 295,000	\$ 197,563	\$ 22,750	\$ 43,704	\$ -	\$ -	\$ 559,017
2041	\$ 305,000	\$ 185,394	\$ 21,275	\$ 44,578	\$ -	\$ -	\$ 556,247
2042	\$ 320,000	\$ 172,813	\$ 19,750	\$ 45,470	\$ -	\$ -	\$ 558,032
2043	\$ 335,000	\$ 158,813	\$ 18,150	\$ 46,379	\$ -	\$ -	\$ 558,342
2044	\$ 350,000	\$ 144,156	\$ 16,475	\$ 47,307	\$ -	\$ -	\$ 557,938
2045	\$ 365,000	\$ 128,844	\$ 14,725	\$ 48,253	\$ -	\$ -	\$ 556,822
2046	\$ 380,000	\$ 112,875	\$ 12,900	\$ 49,218	\$ -	\$ -	\$ 554,993
2047	\$ 400,000	\$ 96,250	\$ 11,000	\$ 50,203	\$ -	\$ -	\$ 557,453
2048	\$ 420,000	\$ 78,750	\$ 9,000	\$ 51,207	\$ -	\$ -	\$ 558,957
2049	\$ 440,000	\$ 60,375	\$ 6,900	\$ 52,231	\$ -	\$ -	\$ 559,506
2050	\$ 460,000	\$ 41,125	\$ 4,700	\$ 53,275	\$ -	\$ -	\$ 559,100
2051	\$ 480,000	\$ 21,000	\$ 2,400	\$ 54,341	\$ -	\$ (501,125)	\$ 56,616
<b>Total</b>	<b>\$ 8,080,000</b>	<b>\$ 6,597,133</b>	<b>\$ 762,725</b>	<b>\$ 1,241,383</b>	<b>\$ (333,319)</b>	<b>\$ (501,125)</b>	<b>\$ 15,846,798</b>

Note: Average Interest Rate is calculated at 4.26%.

**Exhibit I**  
**Manor Heights Public Improvement District**  
**Improvement Area #1 - 2 Annual Installments**  
**1/30/2023**

Installment Due 1/31	Principal	Interest	Additional Interest	Annual Collection Costs	Capitalized Interest	Reserve Fund	Total Annual Installment
2021	\$ -	\$ 78,953	\$ -	\$ -	\$ (78,953)	\$ -	\$ -
2022	\$ -	\$ 263,175	\$ 36,525	\$ 30,600	\$ (184,223)	\$ -	\$ 146,078
2023	\$ 150,000	\$ 263,175	\$ 36,525	\$ 31,212	\$ -	\$ -	\$ 480,912
2024	\$ 155,000	\$ 259,425	\$ 35,775	\$ 31,836	\$ -	\$ -	\$ 482,036
2025	\$ 160,000	\$ 255,550	\$ 35,000	\$ 32,473	\$ -	\$ -	\$ 483,023
2026	\$ 165,000	\$ 251,550	\$ 34,200	\$ 33,122	\$ -	\$ -	\$ 483,872
2027	\$ 170,000	\$ 247,425	\$ 33,375	\$ 33,785	\$ -	\$ -	\$ 484,585
2028	\$ 175,000	\$ 242,113	\$ 32,525	\$ 34,461	\$ -	\$ -	\$ 484,098
2029	\$ 180,000	\$ 236,644	\$ 31,650	\$ 35,150	\$ -	\$ -	\$ 483,444
2030	\$ 185,000	\$ 231,019	\$ 30,750	\$ 35,853	\$ -	\$ -	\$ 482,622
2031	\$ 190,000	\$ 225,238	\$ 29,825	\$ 36,570	\$ -	\$ -	\$ 481,632
2032	\$ 200,000	\$ 219,300	\$ 28,875	\$ 37,301	\$ -	\$ -	\$ 485,476
2033	\$ 205,000	\$ 212,300	\$ 27,875	\$ 38,047	\$ -	\$ -	\$ 483,222
2034	\$ 210,000	\$ 205,125	\$ 26,850	\$ 38,808	\$ -	\$ -	\$ 480,783
2035	\$ 220,000	\$ 197,775	\$ 25,800	\$ 39,584	\$ -	\$ -	\$ 483,159
2036	\$ 230,000	\$ 190,075	\$ 24,700	\$ 40,376	\$ -	\$ -	\$ 485,151
2037	\$ 235,000	\$ 182,025	\$ 23,550	\$ 41,184	\$ -	\$ -	\$ 481,759
2038	\$ 245,000	\$ 173,800	\$ 22,375	\$ 42,007	\$ -	\$ -	\$ 483,182
2039	\$ 255,000	\$ 165,225	\$ 21,150	\$ 42,847	\$ -	\$ -	\$ 484,222
2040	\$ 265,000	\$ 156,300	\$ 19,875	\$ 43,704	\$ -	\$ -	\$ 484,879
2041	\$ 275,000	\$ 147,025	\$ 18,550	\$ 44,578	\$ -	\$ -	\$ 485,153
2042	\$ 285,000	\$ 137,400	\$ 17,175	\$ 45,470	\$ -	\$ -	\$ 485,045
2043	\$ 295,000	\$ 126,000	\$ 15,750	\$ 46,379	\$ -	\$ -	\$ 483,129
2044	\$ 305,000	\$ 114,200	\$ 14,275	\$ 47,307	\$ -	\$ -	\$ 480,782
2045	\$ 320,000	\$ 102,000	\$ 12,750	\$ 48,253	\$ -	\$ -	\$ 483,003
2046	\$ 335,000	\$ 89,200	\$ 11,150	\$ 49,218	\$ -	\$ -	\$ 484,568
2047	\$ 350,000	\$ 75,800	\$ 9,475	\$ 50,203	\$ -	\$ -	\$ 485,478
2048	\$ 360,000	\$ 61,800	\$ 7,725	\$ 51,207	\$ -	\$ -	\$ 480,732
2049	\$ 380,000	\$ 47,400	\$ 5,925	\$ 52,231	\$ -	\$ -	\$ 485,556
2050	\$ 395,000	\$ 32,200	\$ 4,025	\$ 53,275	\$ -	\$ -	\$ 484,500
2051	\$ 410,000	\$ 16,400	\$ 2,050	\$ 54,341	\$ -	\$ (427,400)	\$ 55,391
<b>Total</b>	<b>\$ 7,305,000</b>	<b>\$ 5,205,615</b>	<b>\$ 676,050</b>	<b>\$ 1,241,383</b>	<b>\$ (263,175)</b>	<b>\$ (427,400)</b>	<b>\$ 13,737,473</b>

Note: Average Interest Rate is calculated at 3.79%.



**Exhibit J**  
**Manor Heights Public Improvement District**  
**Improvement Area #3 Bond**  
**January 30, 2023**

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<b>SOURCES:</b>					
Assessment Amount (5.50% Interest Rate)	\$	4,255,000			
<b>Uses:</b>					
Reserve Fund (Maximum Annual Debt Service)		295,350			
First Year Administrative Expense		30,000			
Capitalized Interest (0 months)		-			
Underwriter Discount/Financial Advisor Fee (3%)		127,650			
Cost of Issuance (6.50%)		276,575			
Net Bond Proceeds	\$	<u>3,525,425</u>			
				PID Equivalent Tax Rate \$	0.2221
				Average Installment \$	347,843
				Minimum Debt Service Coverage	1.00

Annual Installment Due 1/31	April 1, 2023		Principal + Interest	Administrative Expenses [a]	Additional Interest Reserve [b]	P & I + Admin + Reserves	Capitalized Interest [c]	Reserve Fund Releases	PID Annual Installment
	Principal	Interest							
2024	\$ 60,000	\$ 5.50%	\$ 234,025	\$ 30,600	\$ 21,275	\$ 345,900	\$ -	\$ -	\$ 345,900
2025	60,000	5.50%	230,725	31,212	20,975	342,912	-	-	342,912
2026	65,000	5.50%	227,425	31,836	20,675	344,936	-	-	344,936
2027	70,000	5.50%	223,850	32,473	20,350	346,673	-	-	346,673
2028	75,000	5.50%	220,000	33,122	20,000	348,122	-	-	348,122
2029	75,000	5.50%	215,875	33,785	19,625	344,285	-	-	344,285
2030	80,000	5.50%	211,750	34,461	19,250	345,461	-	-	345,461
2031	85,000	5.50%	207,350	35,150	18,850	346,350	-	-	346,350
2032	90,000	5.50%	202,675	35,853	18,425	346,953	-	-	346,953
2033	95,000	5.50%	197,725	36,570	17,975	347,270	-	-	347,270
2034	100,000	5.50%	192,500	37,301	17,500	347,301	-	-	347,301
2035	105,000	5.50%	187,000	38,047	17,000	347,047	-	-	347,047
2036	110,000	5.50%	181,225	38,808	16,475	346,508	-	-	346,508
2037	120,000	5.50%	175,175	39,584	15,925	350,684	-	-	350,684
2038	125,000	5.50%	168,575	40,376	15,325	349,276	-	-	349,276
2039	130,000	5.50%	161,700	41,184	14,700	347,584	-	-	347,584
2040	140,000	5.50%	154,550	42,007	14,050	350,607	-	-	350,607
2041	145,000	5.50%	146,850	42,847	13,350	348,047	-	-	348,047
2042	155,000	5.50%	138,875	43,704	12,625	350,204	-	-	350,204
2043	165,000	5.50%	130,350	44,578	11,850	351,778	-	-	351,778
2044	170,000	5.50%	121,275	45,470	11,025	347,770	-	-	347,770
2045	180,000	5.50%	111,925	46,379	10,175	348,479	-	-	348,479
2046	190,000	5.50%	102,025	47,307	9,275	348,607	-	-	348,607
2047	200,000	5.50%	91,575	48,253	8,325	348,153	-	-	348,153
2048	210,000	5.50%	80,575	49,218	7,325	347,118	-	-	347,118
2049	225,000	5.50%	69,025	50,203	6,275	350,503	-	-	350,503
2050	235,000	5.50%	56,650	51,207	5,150	348,007	-	-	348,007
2051	250,000	5.50%	43,725	52,231	3,975	349,931	-	-	349,931
2052	265,000	5.50%	29,975	53,275	2,725	350,975	-	-	350,975
2053	280,000	5.50%	15,400	54,341	1,400	351,141	-	-	351,141
<b>Totals</b>	<b>\$ 4,255,000</b>	<b>5.50%</b>	<b>\$ 4,530,350</b>	<b>\$ 1,241,383</b>	<b>\$ 411,850</b>	<b>\$ 10,438,583</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 10,087,442</b>

Footnotes:  
[a] Preliminary estimate. Assumes Administrative Expenses escalate at 2.00% per year.  
[b] Preliminary estimate. Assumes the interest rate used to calculate the assessments is 0.50% higher than the actual interest rate on the bonds to fund interest related to delinquencies and the prepayment of assessments. Unused funds will be applied to the final year's debt service payment and/or credited back to the landowners.  
[c] Assumes 0 months capitalized interest.



**Exhibit K**  
**Manor Heights Public Improvement District**  
**Improvement Area #4 Bond**  
**January 30, 2023**

**DRAFT**

**Sources:**

Assessment Amount (5.50% Interest Rate)

\$ 9,910,000

**Uses:**

Reserve Fund (Maximum Annual Debt Service)

683,600

First Year Administrative Expense

30,000

Capitalized Interest (0 months)

-

Underwriter Discount/Financial Advisor Fee (3%)

297,300

Cost of Issuance (6.50%)

644,150

Net Bond Proceeds

\$ 8,254,950

PID Equivalent Tax Rate \$ 0.2178  
 Average Installment \$ 755,857  
 Minimum Debt Service Coverage 1.00

Annual Installment Due 1/31	Principal	Interest Rate	2025		Principal + Interest	Administrative Expenses [a]	Additional Interest Reserve [b]	P & I + Admin + Reserves	Capitalized Interest [c]	Reserve Fund Releases	PID Annual Installment
			Annual Interest Due	Interest							
2026	\$ 135,000	5.50%	\$ 545,050	\$ 680,050	\$ 30,600	\$ 49,550	\$ 760,200	\$ -	\$ -	\$ -	\$ 760,200
2027	145,000	5.50%	537,625	682,625	31,212	48,875	762,712	-	-	-	762,712
2028	150,000	5.50%	529,650	679,650	31,836	48,150	759,636	-	-	-	759,636
2029	160,000	5.50%	521,400	681,400	32,473	47,400	761,273	-	-	-	761,273
2030	170,000	5.50%	512,600	682,600	33,122	46,600	762,322	-	-	-	762,322
2031	180,000	5.50%	503,250	683,250	33,785	45,750	762,785	-	-	-	762,785
2032	190,000	5.50%	493,350	683,350	34,461	44,850	762,661	-	-	-	762,661
2033	200,000	5.50%	482,900	682,900	35,150	43,900	761,950	-	-	-	761,950
2034	210,000	5.50%	471,900	681,900	35,853	42,900	760,653	-	-	-	760,653
2035	220,000	5.50%	460,350	680,350	36,570	41,850	758,770	-	-	-	758,770
2036	235,000	5.50%	448,250	683,250	37,301	40,750	761,301	-	-	-	761,301
2037	245,000	5.50%	435,325	680,325	38,047	39,575	757,947	-	-	-	757,947
2038	260,000	5.50%	421,850	681,850	38,808	38,350	759,008	-	-	-	759,008
2039	275,000	5.50%	407,550	682,550	39,584	37,050	759,184	-	-	-	759,184
2040	290,000	5.50%	392,425	682,425	40,376	35,675	758,476	-	-	-	758,476
2041	305,000	5.50%	376,475	681,475	41,184	34,225	756,884	-	-	-	756,884
2042	320,000	5.50%	359,700	679,700	42,007	32,700	754,407	-	-	-	754,407
2043	340,000	5.50%	342,100	682,100	42,847	31,100	756,047	-	-	-	756,047
2044	360,000	5.50%	323,400	683,400	43,704	29,400	756,504	-	-	-	756,504
2045	380,000	5.50%	308,600	683,600	44,578	27,600	755,778	-	-	-	755,778
2046	400,000	5.50%	282,700	682,700	45,470	25,700	753,870	-	-	-	753,870
2047	420,000	5.50%	260,700	680,700	46,379	23,700	750,779	-	-	-	750,779
2048	445,000	5.50%	237,600	682,600	47,307	21,600	751,507	-	-	-	751,507
2049	470,000	5.50%	213,125	683,125	48,253	19,375	750,753	-	-	-	750,753
2050	495,000	5.50%	187,275	682,275	49,218	17,025	748,518	-	-	-	748,518
2051	520,000	5.50%	160,050	680,050	50,203	14,550	744,803	-	-	-	744,803
2052	550,000	5.50%	131,450	681,450	51,207	11,950	744,607	-	-	-	744,607
2053	580,000	5.50%	101,200	681,200	52,231	9,200	742,631	-	-	-	742,631
2054	615,000	5.50%	69,300	684,300	53,275	6,300	743,875	-	-	-	743,875
2055	645,000	5.50%	35,475	680,475	54,341	3,225	738,041	-	-	738,041	-
<b>Totals</b>	<b>\$ 9,910,000</b>	<b>5.50%</b>	<b>\$ 10,547,625</b>	<b>\$ 20,457,625</b>	<b>\$ 1,241,383</b>	<b>\$ 958,875</b>	<b>\$ 22,657,883</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 738,041</b>	<b>\$ 21,919,842</b>

**Footnotes:**

[a] Preliminary estimate. Assumes Administrative Expenses escalate at 2.00% per year.

[b] Preliminary estimate. Assumes the interest rate used to calculate the assessments is 0.50% higher than the actual interest rate on the bonds to fund interest related to delinquencies and the prepayment of assessments. Unused funds will be applied to the final year's debt service payment and/or credited back to the landowners.

[c] Assumes 0 months capitalized interest.

**DRAFT**

**Exhibit L  
Manor Heights Public Improvement District  
Assumptions  
1/30/2023**

<b>Project Specifics</b>	<b>Assumptions</b>	<b>Source</b>
Inflation	2.0%	Client
Improved Lot Value as a % of Assessed Value	20.0%	Client

<b>PID Bond</b>	<b>Assumptions</b>	<b>Source</b>
Bond Term	30	Market
Major Improvement Area Issuance Date	5/27/2021	Client
Improvement Area #1-2 Issuance Date	5/27/2021	Client
Improvement Area #3 Issuance Date	4/1/2023	Client
Improvement Area #4 Issuance Date	1/31/2025	Client
Improvement Area #3 & #4 Interest Rate	5.50%	Underwriter
Major Improvement Area Capitalized Interest	12	Client
Improvement Area #1 & #2 Capitalized Interest	12	Client
Improvement Area #3 & #4 Capitalized Interest	-	Client
Costs of Issuance	6.5%	Market
Underwriter's Discount	3.0%	Market
Reserve Fund Earnings	0.0%	Market
Debt Service Escalator	0.0%	Market
Additional Interest Reserve	0.5%	Market
Administrative Expenses Escalator	2.0%	Market
Administrative Expenses	\$ 30,000	Market
Denomination	\$ 5,000	Market

## **COMPARABLE LAND SALES**



**COMPARABLE LAND SALE NUMBER ONE**



**Property Identification**

Location: Southeast corner of Sun Chase Parkway and Pearce Lane, Austin, TX 78617

Parcel Number: 958041

Legal Description: Lot 1, in Block B, of Sunchase South Section 9, a subdivision in Travis County, Texas.

Long/Lat: W-97.590359, N30.149002

Record ID: 827

**Sale Data**

Date of Sale: March 23, 2022

Consideration: \$5,115,000

Terms: Cash to seller

Price Per Unit: \$7.70/SF  
 \$335,212/Acre  
 \$20,878/Unit

Grantor: Qualico CR, LP

Grantee: Valle Vista Holdings, LP

Recording Data: Document#: 2022053617; Date: 03/23/22

Property Rights: Fee simple interest

Marketing Time: 4 months to contract

**Property Information**

Size: 15.259 acres; 664,682 SF (per plat)

Shape: Irregular

Topography: Sloping.

Frontage/Access: 2,753.12 feet along Sun Chase Parkway; excellent access  
 34.82 feet along Pearce Lane; no access

Utilities: City of Austin provides water and wastewater.  
 Bluebonnet Electric Coop provides electric service.  
 Texas Gas Service provides gas.

Zoning: PUD

Floodplain: None

School District: Del Valle ISD

Easements: Typical PUEs.

Surrounding Land Uses: Single family residential, vacant land, agricultural, COTA

Intended Use: Approximately 340 to 350 Class A apartment complex.

**Comments & Confirmation**

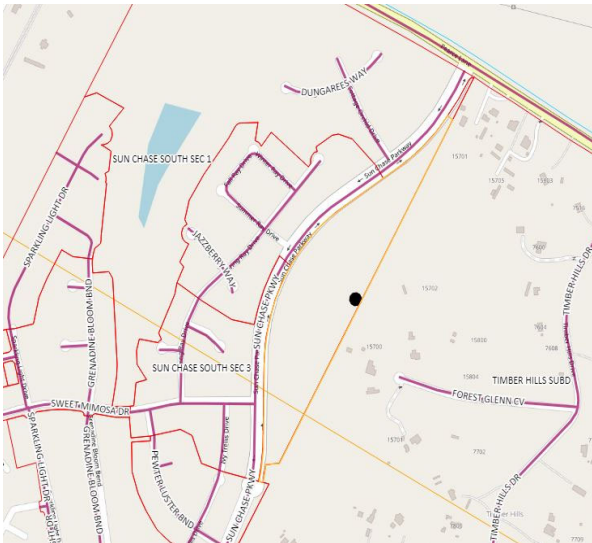
**Comments:**

List price was \$4,830,000. Projected density is 22.28 to 22.94 UPA. Price per apartment unit varies from \$14,614 to \$15,044. At midpoint of unit range (245); 22.61 UPA and \$20,878/unit.

Property is 5.3 miles from Tesla’s Gigafactory Texas, 11.8 miles from the center of Austin’s CBD, and 5.6 miles from ABIA.

**Confirmation:**

Name: Spence Collins (agent)  
Phone: 512-789-0909  
Date: 04/22/22  
Appraiser: JCG  
Deed Reviewed: JCG  
Date Deed Reviewed: 04/22/22



**COMPARABLE LAND SALE NUMBER TWO**



**Property Identification**

Address: 7009 Ed Bluestein Boulevard (aka U.S. Highway 183), Austin, TX 78724

Location: East side of U.S. Highway 183, south of Purple Sage Drive, Austin, TX 78724

Parcel Number: 221003

Legal Description: Portion of Lot 1, Block C, M&G Estates - Section II, a subdivision in Travis County, Texas.

Long/Lat: W-97.660001, N30.310969

Record ID: 828

**Sale Data**

Date of Sale: April 01, 2022

Consideration: \$3,300,000

Terms: Cash to seller

Price Per Unit: \$8.33/SF  
\$363,033/Acre  
\$12,692/Unit

Grantor: Hussan Rahimi and 726 LLC

Grantee: Bluestein Boulevard Apartments, LP

Recording Data: Document#: 2022060307; Date: 04/01/22

Property Rights: Fee simple interest

Marketing Time: Over two years

**Property Information**

Size: 9.090 acres; 395,964 SF

Shape: Irregular

Topography: Generally level.

Frontage/Access: Good frontage and access to U.S. Highway 183 frontage road.

Utilities: City of Austin provides water, wastewater, and electrical services.

Zoning: GR-MU

Floodplain: None

School District: Austin ISD

Easements: Typical PUEs.

Surrounding Land Uses: Single family residences, duplexes, LBJ High School, commercial, vacant land

Intended Use: Class A apartment complex with more than typical set aside affordable units; projected to have 250-270 units.

**Comments & Confirmation**

**Comments:**

List price was \$3,200,000.

Density equates to 27.50 to 29.70 units per acre.

Price per unit ranges from \$12,222 to \$13,200. At midpoint of unit range (260); 28.60 UPA and \$12.682/unit.

Property is 6.2 miles from Tesla’s Gigafactory Texas, 5.6 miles from center of Austin’s CBD, and 6.7 miles from ABIA.

**Confirmation:**

Name: Mike Dallas (agent)

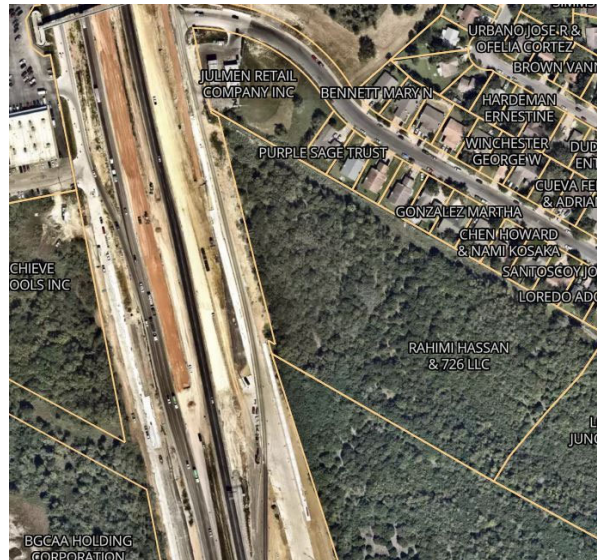
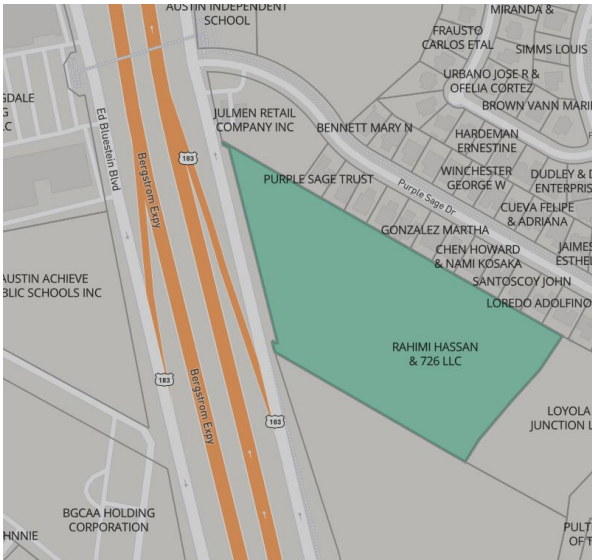
Phone: 512-626-7878

Date: 04/21/22

Appraiser: JCG

Deed Reviewed: JCG

Date Deed Reviewed: 04/21/22



**COMPARABLE LAND SALE NUMBER THREE**



**Property Identification**

Property: Wildhorse Flats

Address: Wildhorse Ranch Trail (address unassigned),  
Austin, TX 78653

Location: Just off southeast corner of SH-130 and railroad  
tracks south of U.S. Highway 290

Parcel Number: 947747

Legal Description: Lot 1, Block 1, Wildhorse Flats, Travis County,  
Texas.

Long/Lat: W-97.582741, N30.332887

Record ID: 649

**Sale Data**

Date of Sale: January 21, 2021

Consideration: \$4,371,279

Terms: Cash to seller

Price Per Unit: \$7.50/SF  
\$326,702/Acre  
\$14,101/Unit

Grantor: Texas WH200 LP

Grantee: ECG Wildhorse LP

Recording Data: Document#: 202101423; Date: 01/21/21

Property Rights: Fee Simple

Marketing Time: Unknown

**Property Information**

Size: 13.380 acres; 582,833 SF

Shape: Irregular

Topography: Rolling

Surface Water/Improvements: None/None

Frontage/Access: Northwest side of Wildhorse Ranch Trail (under construction), frontage (but no access) from SH-130.

Utilities: All available and extended to site.

Zoning: PUD (Wildhorse)

Floodplain: None

School District: Manor ISD

Easements: None adverse noted.

Surrounding Land Uses: Within Wildhorse PUD with residential subdivision sections, adjacent to proposed Cap Metro light rail station and proposed elementary school, SH-130



Intended Use:

310 unit Wildhorse Flats affordable multi-family development is under construction as of December 2021; all units restricted to earning 60% MHI or less, buyer applied for 4% low income housing tax credit; 23.17 UPA.

**Comments & Confirmation**

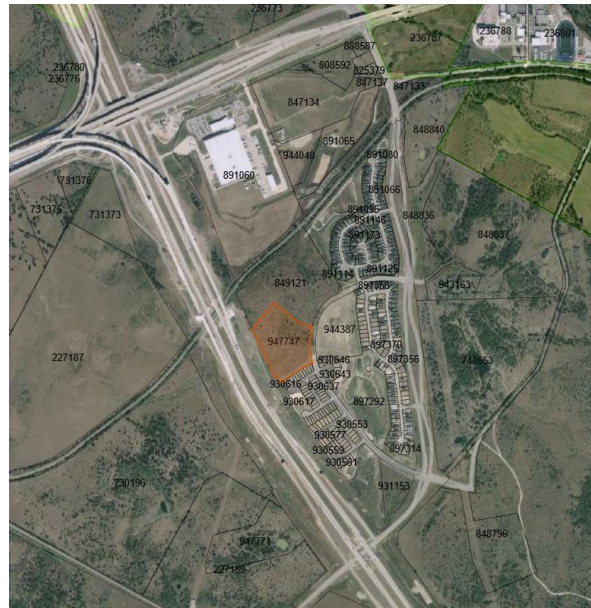
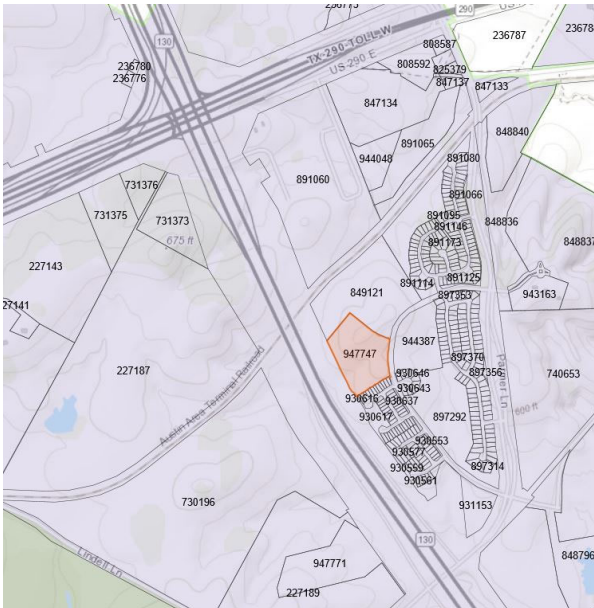
Comments:

This land was contracted in 2019 at a price of \$7.50/SF of land. An adjacent 19.98 acre site (portion of TCAD 849121) is currently under contract for \$9.50/SF of land, or \$20,000/door for a 413 unit project at 20.67 UPA. This sale and adjacent current contract pending indicate appreciation of +27% on a price per square foot land basis, or +42% on a price per door basis.

Property is 7.5 miles from Tesla’s Gigafactory Texas, 10.3 miles from the center of Austin’s CBD, and 9.2 miles from ABIA.

Confirmation:

Name: Confidential  
Date: 05/19/21  
Appraiser: CN  
Deed Reviewed: CN  
Date Deed Reviewed: 05/2021



**COMPARABLE LAND SALE NUMBER FOUR**



**Property Identification**

Address: 7500 Daffan Lane, Austin, TX 78724

Location: North line of Daffan Lane at 90 degree bend in road between Decker Land and Johnny Morris Road

Parcel Number: 973635

Legal Description: 9.466 acres (approximately 411,452 sq. ft.) out of the James Burleson Survey, Abstract No. 4 in Travis County, Texas.

Long/Lat: W-97.624764, N30.318365

Record ID: 953

**Sale Data**

Date of Sale: October 14, 2022

Consideration: \$3,700,000

Terms: 1 year of seller financing. Financing not considered to have impacted sales price. Terms thought to be consistent with market rate.

Price Per Unit: \$8.99/SF  
\$391,715/Acre

Grantor: Margaret Aline Jordan

Grantee: ECG Daffan SLP, LLC, a Tennessee limited liability company

Recording Data: Document#: 2022168071; Date: 10/17/2022

Property Rights: Fee Simple

Marketing Time: 44 DOM

**Property Information**

Size: 9.446 acres; 411,452 SF

Shape: Irregular; generally rectangular

Topography: Level to gently sloping

Frontage/Access: Approximately 400 feet of frontage on Daffan Lane

Utilities: Water available. Wastewater needs upgrade with lift station. As of March 2023, an initial application for a lift station upgrade at Haverstock Ave., approximately 2,500 feet from the site, appears to have been approved.

Zoning: ETJ; City of Austin

Floodplain: None

School District: Manor ISD

Easements: Typical PUEs; none adverse noted

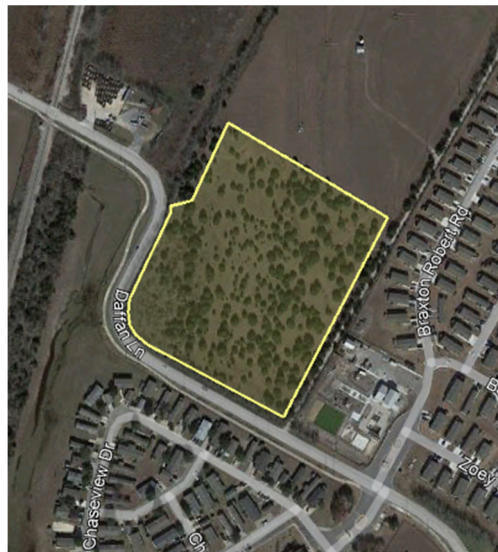
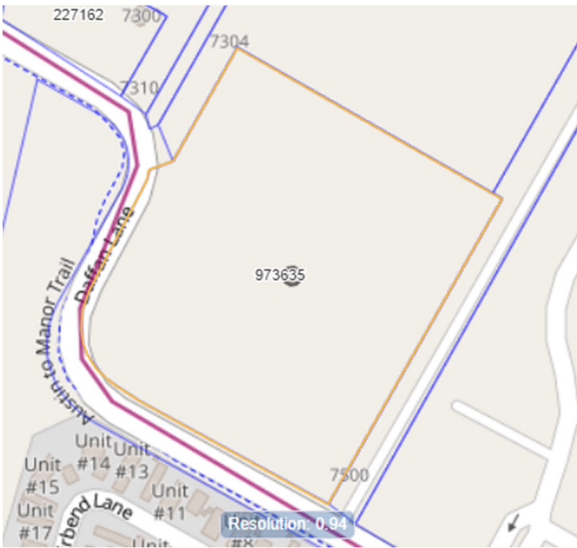
Surrounding Land Uses: Mobile home park, single family residential development, vacant land, industrial uses nearby

Intended Use: 247 affordable unit apartment complex (density of 26.1 UPA).

**Comments & Confirmation**

Comments: Original list price was \$1,742,400 (approximately \$4.00/SF). Four offers received over \$3,000,000 (approximately \$6.89/SF). Buyer paid extensions of \$10,000/month for 12+ months while under contract, applied to final sales price. Short term seller financing was thought to be consistent with market rate. "They wanted the property bad," said the listing broker. Planned multifamily development to include low income housing component with incentives. An initial application for a 2 and 4 level multifamily development was incomplete as of March 2023.

Confirmation: Name: Clay Crabbe (Local Color Realty Group)  
Phone: 512-215-4102  
Date: 2/22/23  
Appraiser: JFU  
Deed Reviewed: JFU  
Date Deed Reviewed: 2/23/23



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**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** June 7, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a Resolution of the City of Manor, Texas determining the costs of certain authorized improvements to be financed by the Manor Heights Public Improvement District; Approving a Preliminary Amended and Restated Service and Assessment Plan, Including the Proposed Assessment Roll; Calling for Notice of a Public Hearing for June 21, 2023, to Consider an Ordinance Levying Assessments on Property Located Within Improvement Area #3 of the Manor Heights Public Improvement District; Directing the Filing of the Proposed Assessment Roll With the City Secretary to Make Said Proposed Assessment Roll available for Public Inspection; Directing City Staff to Publish and Mail Notice of Said Public Hearing; and Resolving Other Matters Related to the Foregoing.

**BACKGROUND/SUMMARY:**

This single item is for Council to take four distinct steps towards the implementation of a plan of finance for the public improvements to be made in Improvement Area #3 of the Manor Heights PID (the "District"). Specifically, the Council, by this action will: 1) approve the estimated costs of the public improvements; 2) approve the preliminary amended and restated service and assessment plan, which describes the improvements to be constructed and the method of paying for those improvements; 3) setting a hearing to be held on June 21, 2023 to levy assessments within Improvement Area #3 of the District to pay for the improvements, most likely by financing the issuance of bonds; and 4) directing the City Secretary to publish, mail, and otherwise make publicly available the proposed assessment rolls that will be discussed at the June 21st hearing.

It is expected that at the June 21, 2023, City Council meeting, the Council will hold the hearing to levy assessments, approve the levy of assessments, hold a hearing to authorize Bonds and approve the issuance of Improvement Area #3 Bonds. The costs of the improvements and the method of levying will be as described in the service and assessment plan and the proposed assessment roll, which the City Secretary shall make public.

**LEGAL REVIEW:** Yes

**FISCAL IMPACT:**

**PRESENTATION:**

**ATTACHMENTS:** Yes

- Cost Determination Resolution No. 2023-21

**STAFF RECOMMENDATION:**

It is city staff's recommendation that the City Council approve Resolution No. 2023-21 determining the costs of certain authorized improvements to be financed by the Manor Heights Public Improvement District; approving a preliminary amended and restated service and assessment plan, including the proposed Assessment Roll; calling for notice of a public hearing for June 21, 2023 to consider an ordinance levying assessments on property located within improvement area #3 of the Manor Heights Public Improvement District; directing the filing of the proposed Assessment Roll with the City Secretary to make said proposed Assessment Roll available for public inspection; directing City Staff to publish and mail notice of said public hearing; and resolving other matters related to the foregoing

**PLANNING & ZONING COMMISSION:**      **Recommend Approval**      **Disapproval**      **None**      1102

**CITY OF MANOR, TEXAS****RESOLUTION NO. 2023-21**

**A RESOLUTION OF THE CITY OF MANOR, TEXAS DETERMINING THE COSTS OF CERTAIN AUTHORIZED IMPROVEMENTS TO BE FINANCED BY THE MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT; APPROVING A PRELIMINARY AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN, INCLUDING THE PROPOSED ASSESSMENT ROLL; CALLING FOR NOTICE OF A PUBLIC HEARING FOR JUNE 21, 2023 TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN IMPROVEMENT AREA #3 OF THE MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT; DIRECTING THE FILING OF THE PROPOSED ASSESSMENT ROLL WITH THE CITY SECRETARY TO MAKE SAID PROPOSED ASSESSMENT ROLL AVAILABLE FOR PUBLIC INSPECTION; DIRECTING CITY STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS RELATED TO THE FOREGOING.**

**RECITALS**

**WHEREAS**, the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the "Act") authorizes the governing body (the "City Council") of the City of Manor, Texas (the "City") to create a public improvement district within the City and its extraterritorial jurisdiction; and

**WHEREAS**, on November 7, 2018, the City Council conducted a public hearing to consider a petition received by the City on September 10, 2018, titled "Petition for the Creation of a Public Improvement District to Finance Improvements to Manor Heights," requesting the creation of a public improvement district; and

**WHEREAS**, on November 7, 2018, after due notice and a public hearing, the City Council approved Resolution No. 2018-10 (the "Authorization Resolution"), authorizing, establishing and creating the Manor Heights Public Improvement District (the "District") and determining the advisability of the improvement; and

**WHEREAS**, the City Council authorized additional land to be added to the boundaries of the District pursuant to Resolution No. 2020-11, adopted by the City Council on October 7, 2020; and

**WHEREAS**, the City authorized the creation of the District and the issuance of up to \$30,000,000.00 in bonds for the District to finance certain public improvements authorized by the Act for the benefit of the property within the District (the "Authorized Improvements"); and

**WHEREAS**, on May 5, 2021, by Ordinance No. 609, the City Council approved a Service and Assessment Plan (the "Original Service and Assessment Plan") for the District and levied assessments within the Major Improvement Area and Improvement Area #1-2 of the District for the costs of certain public improvements as authorized by the Act; and

**WHEREAS**, the City Council now desires to levy an additional assessment in Improvement Area #3 of the District to finance the costs of the Authorized Improvements constructed for the benefit of Improvement Area #3 of the District (the "Improvement Area #3 Improvements"); and

**WHEREAS**, the anticipated levy and assessment amount for the Improvement Area #3 Improvements is approximately \$11,332,194.00, including issuance and required reserves related to the proposed issuance of bonds to fund the construction of the Improvement Area #3 Improvements, and as referenced in Exhibit C of the Preliminary SAP; and

**WHEREAS**, the City Council and the City staff have been presented a "Manor Heights Public Improvement District Amended and Restated Service and Assessment Plan," including the proposed Improvement Area #3 Assessment Roll attached as Exhibit J (the "Proposed Assessment Roll"), dated June 7, 2023 (the "Preliminary SAP"), a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes; and

**WHEREAS**, the Preliminary SAP sets forth the estimated total costs of certain Authorized Improvements to be financed by the District for the development of Improvement Area #3, and the Proposed Assessment Roll states the assessments proposed to be levied against each parcel of land in Improvement Area #3 of the District as determined by the method of assessment and apportionment chosen by the City; and

**WHEREAS**, the Act requires that the Proposed Assessment Roll be filed with the City Secretary of the City (the "City Secretary") and be subject to public inspection; and



**WHEREAS**, the Act requires that a public hearing (the "Assessment Hearing") be called to consider the Preliminary SAP and proposed assessments and requires the City Council to hear and pass on any objections to the Preliminary SAP and proposed assessments at, or on the adjournment of, the Assessment Hearing; and

**WHEREAS**, the Act requires that notice of the Assessment Hearing be mailed to property owners liable for assessment and published in a newspaper of general circulation in the City before the tenth (10th) day before the date of the Assessment Hearing.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS AS FOLLOWS:**

**SECTION 1.** The recitals set forth above in this Resolution are true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

**SECTION 2.** The City Council does hereby accept the Preliminary SAP, dated June 7, 2023, for the District, including the Proposed Assessment Roll, a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Preliminary SAP.

**SECTION 3.** The City Council hereby determines that the total estimated costs of the Improvement Area #3 Improvements are set forth in Exhibit C of the Preliminary SAP, which costs do include the payment of expenses incurred in the administration of the District or related to the issuance of any bonds.

**SECTION 4.** The City Council's final determination and approval of the estimated costs of the Improvement Area #3 Improvements, or any portion thereof, shall be subject to and contingent upon City Council approval of a final Amended and Restated Service and Assessment Plan which will include the final Improvement Area #3 Assessment Roll, after the properly noticed and held Assessment Hearing.

**SECTION 5.** The Proposed Assessment Roll states the assessment proposed to be levied against each parcel of land in Improvement Area #3 of the District, as determined by the method of assessment chosen by the City in the Authorization Resolution and as more fully described in the Preliminary SAP.

**SECTION 6.** The City Council hereby authorizes and directs the filing of the Proposed Assessment Roll with the City Secretary and the same shall be available for public inspection.

**SECTION 7.** The City Council hereby authorizes and calls a meeting and a public hearing (the Assessment Hearing as defined above) to be held on June 21, 2023 at 7:00 p.m. at City Hall, 105 E. Eggleston Street, Manor, Texas 78653, at which the City Council shall, among other actions, hear and pass on any objections to the proposed assessments; and, upon the adjournment of the Assessment Hearing, the City Council will consider an ordinance levying the assessments as special assessments on property within Improvement Area #3 of the District (which ordinance shall specify the method of payment of the assessments).

**SECTION 8.** The City Council hereby approves of without exception the publication by the City Secretary of the Assessment Hearing to be held on June 21, 2023, in substantially the form attached hereto as **Exhibit B**, in the June 9, 2023 edition of *The Manor Journal*, and incorporated herein for all purposes, a newspaper of general circulation in the City, before the tenth (10th) day before the date of the Assessment Hearing, as required by Section 372.016(b) of the Act.

**SECTION 9.** When the Proposed Assessment Roll is filed with the City Secretary, the City Council hereby authorizes and directs the City Secretary to mail to owners of property liable for assessment notice of the Assessment Hearing to be held on June 21, 2023, as required by Section 372.016(c) of the Act.

**SECTION 10.** City staff is authorized and directed to take such other actions as are required (including, but not limited to, notice of the public hearing as required by the Texas Open Meetings Act) to place the public hearing on the agenda for the June 21, 2023 meeting of the City Council.

**SECTION 11.** This Resolution shall become effective from and after its date of passage in accordance with law.

*[Remainder of this page intentionally left blank.]*

**DULY PASSED AND APPROVED** on this the 7th day of June 2023.

**THE CITY OF MANOR, TEXAS**

---

Dr. Christopher Harvey,  
Mayor

**ATTEST:**

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Lluvia T. Almaraz,  
City Secretary

**EXHIBIT A**  
**PRELIMINARY AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN**

# Manor Heights Public Improvement District

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PRELIMINARY AMENDED AND RESTATED SERVICE AND  
ASSESSMENT PLAN  
JUNE 7, 2023



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## INTRODUCTION

Capitalized terms used in this Amended and Restated Service and Assessment Plan shall have the meanings given to them in **Section I** unless otherwise defined in this 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 Amended and Restated Service and Assessment Plan, or an Exhibit attached to and made a part of this Amended and Restated Service and Assessment Plan for all purposes.

On November 7, 2018, the City passed and approved Resolution No. 2018-10 authorizing the creation of the District in accordance with the PID Act, which authorization was effective upon publication as required by the then-effective provisions of the PID Act. On October 7, 2020, the City authorized additional land to be included within the District pursuant to Resolution No. 2020-11. The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 602.9 acres located within the City, as described by metes and bounds on **Exhibit A-1** and depicted on **Exhibit B-1**.

On May 5<sup>th</sup>, 2021, the City Council passed and approved Ordinance No. 609 authorizing the levy of Assessments on Assessed Property within the District and approving the Original Service and Assessment Plan for the District.

On August 17<sup>th</sup>, 2022, the City Council passed and approved Ordinance No. 668 which approved the 2022 Annual Service Plan update as well as updating 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 Amended and Restated Service and Assessment Plan, which serves to amend and restate the Original Service and Assessment Plan in its entirety for the purposes of (1) levying Improvement Area #3 Assessments, (2) incorporating provisions relating to the City’s issuance of the Improvement Area #3 Bonds, and (3) updating the Assessment Roll.

The PID Act requires a Service Plan for the District. The Service Plan is contained in **Section IV**.

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

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



Improvements. The Improvement Area #1 Assessment Roll is included as **Exhibit F**. The Improvement Area #2 Assessment Roll is included as **Exhibit H**. The Improvement Area #3 Assessment Roll is included as **Exhibit J**. The Major Improvement Area Assessment Roll is included as **Exhibit L**.

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## SECTION I: DEFINITIONS

**“2022 Annual Service Plan Update”** means the 2022 Annual Service Plan Update passed and approved by the City Council on August 17<sup>th</sup>, 2022.

**“Amended and Restated Service and Assessment Plan”** means this Amended and Restated Service and Assessment Plan passed and approved by the City Council on June 7th, 2023, by Ordinance No. \_\_\_\_\_, which serves to amend and restate the Original Service and Assessment Plan in its entirety for the purposes of (1) levying the Improvement Area #3 Assessments, (2) incorporating provisions relating to the City’s issuance of the Improvement Area #3 Bonds, and (3) updating the Assessment Rolls.

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

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

**“Additional Interest Rate”** means the 0.50% additional interest charged on Assessments securing PID Bonds pursuant to Section 372.018 of the PID Act.

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

**“Annual Collection Costs”** means the actual or budgeted costs and expenses for: (1) the Administrator and City staff; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with

respect to Assessments and Annual Installments; (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (5) issuing, paying, and redeeming PID Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with this Amended and Restated Service and Assessment Plan and the Act with respect to the issuance and sale of PID Bonds, including continuing disclosure requirements; and (8) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

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

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

**“Appraisal District”** means Travis Central Appraisal District.

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

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

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

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

**“Assessment Roll”** means one or more assessment rolls for the Assessed Property within the District, as updated, modified or amended from time to time in accordance with the procedures set forth herein, and in the PID Act, including any Annual Service Plan Updates. The Improvement Area #1 Assessment Roll is included as **Exhibit F**. The Improvement Area #2 Assessment Roll is included as **Exhibit H**. The Improvement Area #3 Assessment Roll is included at **Exhibit J**. The Major Improvement Area Assessment Roll is included as **Exhibit L**.

**“Authorized Improvements”** means improvements authorized by Section 372.003 of the PID Act as described in **Section III** and **Exhibit C** and depicted on **Exhibit P**.

**“Bond Issuance Costs”** means the costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs,

publication costs, City costs, capitalized interest, reserve fund requirements, underwriter's discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

**"City"** means the City of Manor, Texas.

**"City Council"** means the governing body of the City.

**"County"** means Travis County, Texas.

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

**"Developer"** means Forestar (USA) Real Estate Group Inc., and any successor and assigns.

**"District"** means the Manor Heights Public Improvement District containing approximately 602.9 acres located within the City and shown on **Exhibit B-1** and more specifically described in **Exhibit A-1**.

**"District Formation Expenses"** means the costs associated with forming the District, including but not limited to 1st year District administration reserves, and any other cost or expense directly associated with the establishment of the District.

**"Estimated Buildout Value"** means the estimated buildout value of an Assessed Property at the time Assessments are levied, and shall be determined by the Administrator and confirmed by the City Council by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other information that may impact value.

**"Improvement Area #1"** means approximately 127.37 acres located within the District, as shown on **Exhibit B-2** and more specifically described in **Exhibit A-2**.

**"Improvement Area #1-2 Bonds"** means those certain "City of Manor, Texas, Special Assessment Revenue Bonds, Series 2021 (Manor Heights Public Improvement District Improvement Area #1-2 Project)", that are secured by Improvement Area #1 Assessments and Improvement Area #2 Assessments.

**"Improvement Area #1 Annual Installment"** means the annual installment payment of the Improvement Area #1 Assessment as calculated by the Administrator and approved by the City

Council that includes: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest.

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

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

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

**“Improvement Area #1 Improvements”** means those Authorized Improvements that only benefit Improvement Area #1, more specifically described in **Section III.B**, and which are to be financed with the proceeds of the Improvement Area #1-2 Bonds.

**“Improvement Area #1 Projects”** means the Improvement Area #1 Improvements and Improvement Area #1’s allocable share of the Major Improvements.

**“Improvement Area #2”** means approximately 91.81 acres located within the District, as shown on **Exhibit B-3** and more specifically described in **Exhibit A-3**.

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

**“Improvement Area #2 Assessed Property”** means any Parcel within Improvement Area #2 against which an Improvement Area #2 Assessment is levied.

**“Improvement Area #2 Assessment”** means an Assessment levied against Improvement Area #2 Assessed Property and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #2 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

**“Improvement Area #2 Assessment Roll”** means the Assessment Roll for the Improvement Area #2 Assessed Property and included in this 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.

**“Improvement Area #2 Improvements”** means those Authorized Improvements that only benefit Improvement Area #2, and more specifically described in **Section III.C**, and which are to be financed with the proceeds of the Improvement Area #1-2 Bonds.

**“Improvement Area #2 Projects”** means the Improvement Area #2 Improvements and Improvement Area #2’s allocable share of the Major Improvements.

**“Improvement Area #3”** means approximately 159.04 acres located within the District, as shown on **Exhibit B-4** and more specifically described in **Exhibit A-4**.

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

**“Improvement Area #3 Assessed Property”** means any Parcel within Improvement Area #3 against which an Improvement Area #3 Assessment is levied.

**“Improvement Area #3 Assessment”** means an Assessment levied against Improvement Area #3 Assessed Property and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #3 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

**“Improvement Area #3 Assessment Roll”** means the Assessment Roll for the Improvement Area #3 Assessed Property and included in this Amended and Restated Service and Assessment Plan as **Exhibit J**, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

**“Improvement Area #3 Bonds”** means those certain “City of Manor, Texas, Special Assessment Revenue Bonds, Series 2023 (Manor Heights Public Improvement District Improvement Area #3 Project)”, that are secured by Improvement Area #3 Assessments.

**“Improvement Area #3 Condo Parcel”** means all of the area within Improvement Area #3 that is intended to be developed into 106 condominium units, consisting of tax ID 958418 as shown on **Exhibit B-6**.

**“Improvement Area #3 Improvements”** means those Authorized Improvements that only benefit Improvement Area #3, more specifically described in **Section III.D**, and which are to be financed with the proceeds of the Improvement Area #3 Bonds.

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

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

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

**“Lot Type 1”** means a Lot within Improvement Area #1 designated as a 50’ single-family residential lot by the Owner, as shown on the map attached as **Exhibit O**.

**“Lot Type 2”** means a Lot within Improvement Area #2 designated as a 50’ single-family residential lot by the Owner, as shown on the map attached as **Exhibit O**.

**“Lot Type 3”** means a Lot within Improvement Area #2 designated as a 55’ single-family residential lot by the Owner, as shown on the map attached as **Exhibit O**.

**“Lot Type 4”** means a Lot within Improvement Area #3 designated as a 50’ single-family residential lot by the Owner, as shown on the map attached as **Exhibit O**.

**“Lot Type 5”** means a Lot within Improvement Area #3 designated as a 55’ single-family residential lot by the Owner, as shown on the map attached as **Exhibit O**.

**“Lot Type 6”** means a Lot within Improvement Area #3 designated as a 60’ single-family residential lot by the Owner, as shown on the map attached as **Exhibit O**.

**“Lot Type 7”** means a Lot within Improvement Area #3 designated as a condominium residential lot by the Owner.

**“Major Improvement Area”** means approximately 383.102 acres located within the District, as shown on **Exhibit B-5** and more specifically described in **Exhibit A-8**.

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

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

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

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

**“Major Improvement Area Bonds”** means those certain “City of Manor, Texas, Special Assessment Revenue Bonds, Series 2021 (Manor Heights Public Improvement District Major Improvement Area Project).”

**“Major Improvement Area Projects”** means Major Improvement Area’s allocable share of the Major Improvements, District Formation Expenses and Bond Issuance Costs.

**“Major Improvement Area Remainder Parcel”** means all of the area within the Major Improvement Area, save and except all property within Improvement Area #3. Until a plat has been recorded on a property ID within the Major Improvement Area Remainder Parcel, the Major Improvement Area Annual Installment will be allocated to each property ID within the Major Improvement Area Remainder Parcel based on the Travis Central Appraisal District acreage for billing purposes only.



**“Major Improvements”** means the improvements and associated soft costs that benefit the entire District, and are more specifically described in **Section III.A.**

**“Maximum Assessment”** means, for each Lot within Improvement Area #1, Improvement Area #2 and Improvement Area #3, the amount shown for each Lot Type on **Exhibit N.** The Maximum Assessment shall be reduced annually by the principal portion of the Annual Installment.

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

**“Original Service and Assessment Plan”** means the Service and Assessment Plan passed and approved by City Council on May 5<sup>th</sup>, 2021, by Ordinance No. 609, which levied Assessments on Assessed Property within the District and approved the Assessment Roll.

**“Owner”** means either Forestar (USA) Real Estate Group Inc., RHOF, LLC or Continental Homes of Texas, L.P. and any successor and assigns.

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

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

**“PID Bonds”** means bonds issued by the City to finance the Actual Costs of the Authorized Improvements including the Improvement Area #1-2 Bonds, the Improvement Area #3 Bonds, and the Major Improvement Area Bonds.

**“Phase 2 Section 1B Final Plat”** means the platted property contained within the Manor Heights Phase 2, Section 1B Final Plat attached hereto as **Exhibit A-5.**

**“Phase 3 Section 1 Final Plat”** means the platted property contained within the Manor Heights Phase 3, Section 1 Final Plat attached hereto as **Exhibit A-6.**

**“Phase 3 Section 2 Final Plat”** means the platted property contained within the Manor Heights Phase 3, Section 2 Final Plat attached hereto as **Exhibit A-7.**

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

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

**“Property ID”** means a unique number assigned to each Parcel by the Appraisal District.

**“Service and Assessment Plan”** means any Service and Assessment Plan as amended, modified and updated from time to time.

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

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

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## SECTION II: THE DISTRICT

The District includes approximately 602.9 contiguous acres located within the corporate limits of the City, as more particularly described by metes and bounds on **Exhibit A-1** and depicted on **Exhibit B-1**. Development of the District is anticipated to include approximately 1,256 single-family units, 404 condos, 68,999 square feet of office space, 17,250 square feet of restaurant space and 150,935 square feet of retail space.

Improvement Area #1 includes approximately 127.37 acres located within the District, as more particularly described by metes and bounds on **Exhibit A-2** and depicted on **Exhibit B-2**. Development of Improvement Area #1 is anticipated to include approximately 264 single-family units.

Improvement Area #2 includes approximately 91.81 acres located within the District, as more particularly described by metes and bounds on **Exhibit A-3** and depicted on **Exhibit B-3**. Development of Improvement Area #2 is anticipated to include approximately 251 single-family units.

Improvement Area #3 includes approximately 159.04 acres located within the District, as more particularly described by metes and bounds on **Exhibit A-4** and depicted on **Exhibit B-4**. Development of Improvement Area #3 is anticipated to include approximately 285 single-family units and 106 condos.

The Major Improvement Area includes approximately 383.102 acres located within the District, as more particularly described by metes and bounds on **Exhibit A-8** and depicted on **Exhibit B-5**. Development of the Major Improvement Area is anticipated to include approximately 741 single-family units, 404 condos, 68,999 square feet of office space, 17,250 square feet of restaurant space and 150,935 square feet of retail space.

## SECTION III: AUTHORIZED IMPROVEMENTS

The City Council, based on information provided by the Owner and their engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the Major Improvements, the Improvement Area #1 Improvements, the Improvement Area #2 Improvements, the Improvement Area #3 Improvements, and District Formation Expenses and Bond Issuance Costs are Authorized Improvements and confer a special benefit on the Assessed Property. The budget for the Authorized Improvements is shown on **Exhibit C**, and maps depicting the Authorized Improvements are shown on **Exhibit P**.

## A. Major Improvements

- *Wastewater Treatment Plant Phase 1*

Improvements designed and constructed in accordance with 30 TAC Chapter 217 Rules with a nominal treatment capacity of 200,000 gallons per day.

- *Roadway*

Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways part of the MAD4 collector roads. All related earthwork, excavation, erosion control, demolition and paving are included.

- *Kimbrow ROW Acquisition*

Improvements including easements needed for relocating the existing Manville water line conflicting with Old Kimbro Road widening.

- *Soft Costs*

Estimated to be 15% of above-described hard costs, inclusive of a 4% construction management fee.

## B. Improvement Area #1 Improvements

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide water service to each Lot within Improvement Area #1.

- *Wastewater*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide wastewater service to each Lot within Improvement Area #1.

- *Drainage*

Improvements including trench excavation and embedment, trench safety, reinforced concrete pipe, manholes, storm outfalls, storm drain inlets, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to ensure proper drainage of the public roadways within Improvement Area #1.

- *Roadway*

Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways, testing, handicapped ramps, and street lights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included to provide roads to each Lot within Improvement Area #1.

- *Trails*

Improvements include approximately 5' wide crushed granite trails along the proposed public parkland to be dedicated to the City.

- *Soft Costs*

Include costs associated with engineering and design of Improvement Area #1 Improvements including permits, fees and fiscals.

### **C. Improvement Area #2 Improvements**

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide water service to each Lot within Improvement Area #2.

- *Wastewater*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide wastewater service to each Lot within Improvement Area #2.

- *Drainage*

Improvements including trench excavation and embedment, trench safety, reinforced concrete pipe, manholes, storm outfalls, storm drain inlets, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to ensure proper drainage of the public roadways within Improvement Area #2.

- *Roadway*

Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways, testing, handicapped ramps, and street lights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included to provide roads to each Lot within Improvement Area #2.

- *Soft Costs*

Include costs associated with engineering and design of Improvement Area #2 Improvements including permits, fees and fiscals.

#### **D. Improvement Area #3 Improvements**

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide water service to each Lot within Improvement Area #3.

- *Wastewater*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide wastewater service to each Lot within Improvement Area #3.

- *Drainage*

Improvements including trench excavation and embedment, trench safety, reinforced concrete pipe, manholes, storm outfalls, storm drain inlets, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to ensure proper drainage of the public roadways within Improvement Area #3.

- *Roadway*

Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for sidewalks and high modulus mixtures for roadways, testing, handicapped ramps, and street lights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included to provide roads to each Lot within Improvement Area #3.

- *Soft Costs*

Include costs associated with engineering and design of Improvement Area #3 Improvements including permits, fees and fiscals.

#### **E. Bond Issuance Costs**

- *Debt Service Reserve Fund*

Equals the amount required to fund a reserve under an applicable Indenture.

- *Capitalized Interest*

Equals the amount of capitalized interest available for payment of interest on PID Bonds as reflected in an applicable Indenture.

- *Underwriter's Discount*

Equals a percentage of the par amount of a particular series of PID Bonds and includes a fee for underwriter's counsel.

- *Cost of Issuance*

Costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

#### **F. District Formation Expenses**

Costs associated with forming the District, including but not limited to 1<sup>st</sup> year District administration reserves, and any other cost or expense directly associated with the establishment of the District.

### **SECTION IV: SERVICE PLAN**

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan must be reviewed and updated, at least annually, and approved by the City Council. **Exhibit D** summarizes the Service Plan for the District.

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

### **SECTION V: ASSESSMENT PLAN**

The PID Act allows the City Council to apportion the costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City Council, with or without regard

to improvements constructed on the property; or (3) in any other manner approved by the City Council that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance reasonable classifications and formulas for the apportionment of the cost between the municipality or the City and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

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

#### **A. Assessment Methodology**

The City Council, acting in its legislative capacity based on information provided by the Owner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the Authorized Improvements shall be allocated as follows:

- Major Improvements shall be allocated between the Major Improvement Area, Improvement Area #1, and Improvement Area #2 pro rata based on estimated buildout value, as shown on **Exhibit R**.
- The Improvement Area #1 Improvements were allocated entirely to the Improvement Area #1 Assessed Property.
- The Improvement Area #2 Improvements were allocated entirely to the Improvement Area #2 Assessed Property.
- The Improvement Area #3 Improvements are allocated entirely to the Improvement Area #3 Assessed Property.

#### **B. Assessments**

Improvement Area #1 Assessments were levied on the Improvement Area #1 Assessed Property as shown on the Improvement Area #1 Assessment Roll, attached hereto as **Exhibit F**. The projected Improvement Area #1 Annual Installments are shown on **Exhibit G**, subject to revisions made during any Annual Service Plan Update.

Improvement Area #2 Assessments were levied on the Improvement Area #2 Assessed Property as shown on the Improvement Area #2 Assessment Roll, attached hereto as **Exhibit H**. The projected Improvement Area #2 Annual Installments are shown on **Exhibit I**, subject to revisions made during any Annual Service Plan Update.

Improvement Area #3 Assessments are levied on the Improvement Area #3 Assessed Property as shown on the Improvement Area #3 Assessment Roll, attached hereto as **Exhibit J**. The projected



Improvement Area #3 Annual Installments are shown on **Exhibit K-1** and **Exhibit K-2**, subject to revisions made during any Annual Service Plan Update.

Major Improvement Area Assessments were levied on the Major Improvement Area Assessed Property as shown on the Major Improvement Area Assessment Roll, attached hereto as **Exhibit L**. The projected Major Improvement Area Annual Installments are shown on **Exhibit M**, subject to revisions made during any Annual Service Plan Update.

Upon subdivisions of the Improvement Area #3 Assessed Property by final plat, the Maximum Assessment for each Lot Type is shown on **Exhibit N**. In no case will the Assessment for any Lot Type exceed the Maximum Assessment.

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

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

- *Improvement Area #1*
  1. The costs of Improvement Area #1 Projects, District Formation Expenses and Bond Issuance Costs equal \$8,626,986, as shown on **Exhibit C**; and
  2. The Improvement Area #1 Assessed Property receives special benefit from Improvement Area #1 Projects, District Formation Expenses and Bond Issuance Costs equal to or greater than the Actual Costs of the Improvement Area #1 Projects and District Formation Expenses and Bond Issuance Costs; and
  3. The Improvement Area #1 Assessed Property was allocated 100% of the Improvement Area #1 Assessments levied on the Improvement Area #1 Assessed Property for Improvement Area #1 Projects, District Formation Expenses and Bond Issuance Costs, which equal \$3,735,156, of which \$3,644,600.92 remains outstanding, as shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit F**; and
  4. The special benefit ( $\geq$  \$8,626,986) received by the Improvement Area #1 Assessed Property from Improvement Area #1 Projects, District Formation Expenses and Bond Issuance Costs is equal to or greater than the amount of the Improvement Area #1 Assessments (\$3,735,156) levied on the Improvement Area #1 Assessed Property; and
  5. At the time the City Council approved the Assessment Ordinance levying the Improvement Area #1 Assessments, the Owner owned 100% of the Improvement Area #1 Assessed Property. The Owner acknowledged that Improvement Area #1 Projects, District Formation Expenses and Bond Issuance Costs confer a special benefit on the Improvement Area #1 Assessed Property and consented to the imposition of the Improvement Area #1 Assessments to pay for Improvement Area #1 Projects,

District Formation Expenses and Bond Issuance Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Improvement Area #1 Assessments on the Improvement Area #1 Assessed Property.

- *Improvement Area #2*

1. The costs of Improvement Area #2 Projects, District Formation Expenses and Bond Issuance Costs equal \$10,448,125, as shown on **Exhibit C**; and
2. The Improvement Area #2 Assessed Property receives special benefit from Improvement Area #2 Projects, District Formation Expenses and Bond Issuance Costs equal to or greater than the Actual Costs of the Improvement Area #2 Projects, District Formation Expenses and Bond Issuance Costs; and
3. The Improvement Area #2 Assessed Property was allocated 100% of the Improvement Area #2 Assessments levied on the Improvement Area #2 Assessed Property for Improvement Area #2 Projects, District Formation Expenses and Bond Issuance Costs, which equal \$3,569,844, of which \$3,482,683.49 remains outstanding, as shown on the Improvement Area #2 Assessment Roll attached hereto as **Exhibit H**; and
4. The special benefit ( $\geq$  \$10,448,125) received by the Improvement Area #2 Assessed Property from Improvement Area #2 Projects, District Formation Expenses and Bond Issuance Costs is equal to or greater than the amount of the Improvement Area #2 Assessments (\$3,569,844) levied on the Improvement Area #2 Assessed Property; and
5. At the time the City Council approved the Assessment Ordinance levying the Improvement Area #2 Assessments, the Owner owned 100% of the Improvement Area #2 Assessed Property. The Owner acknowledged that Improvement Area #2 Projects, District Formation Expenses and Bond Issuance Costs confer a special benefit on the Improvement Area #2 Assessed Property and consented to the imposition of the Improvement Area #2 Assessments to pay for Improvement Area #2 Projects, District Formation Expenses and Bond Issuance Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Improvement Area #2 Assessments on the Improvement Area #2 Assessed Property.

- *Improvement Area #3*
  1. The costs of Improvement Area #3 Improvements and Bond Issuance Costs equal \$11,332,194, as shown on **Exhibit C**; and
  2. The Improvement Area #3 Assessed Property receives special benefit from Improvement Area #3 Improvements and Bond Issuance Costs equal to or greater than the Actual Costs of the Improvement Area #3 Improvements and Bond Issuance Costs; and
  3. The Improvement Area #3 Assessed Property is allocated 100% of the Improvement Area #3 Assessments levied on the Improvement Area #3 Assessed Property for the Improvement Area #3 Improvements and Bond Issuance costs, which equal \$4,255,000, as shown on the Improvement Area #3 Assessment Roll attached hereto as **Exhibit J**; and
  4. The special benefit ( $\geq$  \$11,332,194) received by the Improvement Area #3 Assessed Property from Improvement Area #3 Improvements and Bond Issuance Costs is equal to or greater than the amount of the Improvement Area #3 Assessments (\$4,255,000) levied on the Improvement Area #3 Assessed Property; and
  5. At the time the City Council approved the Assessment Ordinance levying the Improvement Area #3 Assessments, the Owner owned 100% of the Improvement Area #3 Assessed Property. The Owner acknowledged that Improvement Area #3 Improvements and Bond Issuance Costs confer a special benefit on the Improvement Area #3 Assessed Property and consented to the imposition of the Improvement Area #3 Assessments to pay for the Improvement Area #3 Improvements and Bond Issuance Costs. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) this Amended and Restated Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Improvement Area #3 Assessments on the Improvement Area #3 Assessed Property.
  
- *Major Improvement Area*
  1. The costs of the Major Improvement Area Projects, District Formation Expenses and Bond Issuance Costs equal \$8,111,777, as shown on **Exhibit C**; and
  2. The Major Improvement Area Assessed Property receives special benefit from the Major Improvement Area Projects, District Formation Expenses and Bond Issuance Costs equal to or greater than the Actual Costs of the Major Improvement Area Projects, District Formation Expenses and Bond Issuance Costs; and

3. The Major Improvement Area Assessed Property was allocated 100% of the Major Improvement Area Assessments levied on the Major Improvement Area Assessed Property for the Major Improvement Area Projects, District Formation Expenses and Bond Issuance Costs, which equal \$8,080,000, of which \$7,930,000 remains outstanding, as shown on the Major Improvement Area Assessment Roll attached hereto as **Exhibit L**; and
4. The special benefit ( $\geq$  \$8,111,777) received by the Major Improvement Area Assessed Property from the Major Improvement Area Projects, District Formation Expenses and Bond Issuance Costs is equal to or greater than the amount of the Major Improvement Area Assessments (\$8,080,000) levied on the Major Improvement Area Assessed Property; and
5. At the time the City Council approved the Assessment Ordinance levying the Major Improvement Area Assessments, the Owner owned 100% of the Major Improvement Area Assessed Property. The Owner acknowledged that the Major Improvement Area Projects, District Formation Expenses and Bond Issuance Costs confers a special benefit on the Major Improvement Area Assessed Property and consented to the imposition of the Major Improvement Area Assessments to pay for the Major Improvement Area Projects, District Formation Expenses and Bond Issuance Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Major Improvement Area Assessments on the Major Improvement Area Assessed Property.

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

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

#### **E. Additional Interest**

The interest rate on Assessments levied on the Assessed Property to pay the PID Bonds may exceed the interest rate on the PID Bonds by the Additional Interest Rate. Interest at the rate of the PID Bonds and the Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture.

## SECTION VI: TERMS OF THE ASSESSMENTS

### A. Reallocation of Assessments

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

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

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

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

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

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

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

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

Upon the subdivision of any Assessed Property based on a recorded subdivision plat and a Property ID has been assigned by the Appraisal District, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots based on Estimated Buildout Value according to the following formula:

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

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot

B = the Assessment for the Parcel prior to subdivision

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

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

E= the number of Lots with same Lot Type

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

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

### *3. Upon Consolidation*

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

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

Prior to the approval of a final subdivision plat, the Administrator shall certify that the final plat will not cause the Assessment for any Lot Type to exceed the Maximum Assessment. If the subdivision of any Assessed Property by a final subdivision plat causes the Assessment per Lot for any Lot Type to exceed the applicable Maximum Assessment for such Lot Type, the Owner must partially prepay the Assessment for each Assessed Property that exceeds the applicable Maximum Assessment for such Lot Type in an amount sufficient to reduce the Assessment to the applicable Maximum Assessment for such Lot Type. The City's approval of a final subdivision plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay such Assessments.

## **C. Mandatory Prepayment of Assessments**

If Assessed Property is transferred to a person or entity that is exempt from payment of the Assessment, the owner transferring the Assessed Property shall pay to the Administrator the full

amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the transfer. If the owner of the Assessed Property causes the Assessed Property to become Non-Benefited Property, the owner causing the change in status shall pay the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the change in status.

#### **D. Reduction of Assessments**

If as a result of cost savings or an Authorized Improvement not being constructed, the Actual Costs of completed Authorized Improvements are less than the Assessments, the City Council shall reduce each Assessment on a pro-rata basis such that the sum of the resulting reduced Assessments for all Assessed Properties equals the reduced Actual Costs. Excess PID Bond proceeds shall be applied to redeem outstanding PID Bonds. The Assessments shall not, however, be reduced to an amount less than the outstanding PID Bonds.

The Administrator shall update (and submit to the City Council for review and approval as part of the next Annual Service Plan Update) the Assessment Roll and corresponding Annual Installments to reflect the reduced Assessments.

#### **E. Prepayment of Assessments**

The owner of the Assessed Property may pay, at any time, all or any part of an Assessment in accordance with the PID Act. Interest costs from the date of prepayment to the date of redemption of the applicable PID Bonds, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

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

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

## F. Prepayment as a Result of Eminent Domain Proceeding or Taking

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

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property) (the **“Remaining Property”**), following the reclassification of the Taken Property as Non-Benefited Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner of the Remaining Property will remain liable to pay in Annual Installments, or payable as otherwise provided by this Amended and Restated Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the Maximum Assessment, the owner of the Remaining Property will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed the Maximum Assessment, in which case the Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the City receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against the amount of prepayment, with any remainder credited against the assessment on the Remainder Property.

In all instances the Assessment remaining on the Remaining Property shall not exceed the Maximum Assessment.

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a \$100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefited Property and the remaining 90 acres of Remaining Property shall be subject to the \$100 Assessment, (provided that this \$100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the \$100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment on the Remaining Property by \$10, then the owner shall be required to pay \$10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to be \$90.



Notwithstanding the previous paragraphs in this subsection, if the owner of the Taken Property notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value requirement, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment to the Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirement. Said owner will remain liable to pay the Annual Installments on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this subsection, the Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirement on all outstanding PID Bonds.

### **G. Payment of Assessment in Annual Installments**

**Exhibit G** shows the projected Improvement Area #1 Annual Installments. **Exhibit I** shows the projected Improvement Area #2 Annual Installments. **Exhibit K-1** shows the projected Improvement Area #3 Annual Installments for the Improvement Area #3 Bonds. **Exhibit K-2** shows the projected Improvement Area #3 Annual Installments for the Improvement Area #3 Bonds and the allocable share of Major Improvement Area Bonds for Improvement Area #3. **Exhibit M** shows the projected Major Improvement Area Annual Installments.

Assessments that are not paid in full shall be due and payable in Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update. Until a plat has been recorded on a Parcel and a Property ID has been assigned by the Appraisal District within Improvement Area #1, Improvement Area #2, Improvement Area #3, or the Major Improvement Area, the Annual Installment will be allocated to each Property ID within the Improvement Area #1 Assessed Property, Improvement Area #2 Assessed Property, Improvement Area #3 Assessed Property, and Major Improvement Area Assessed Property, respectively, based on the Travis Central Appraisal District acreage for billing purposes only.

The Administrator shall prepare and submit to the City Council for its review and approval, with a copy provided to the Developer contemporaneously therewith, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. Annual Collection Costs shall be allocated equally among Parcels for which the Assessments remain unpaid. Annual Installments shall be collected in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes for the City. The City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the PID Act.

Sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay the non-delinquent Annual Installments as they become due and payable.

The City reserves the right to refund PID Bonds in accordance with the PID Act and the applicable Indenture. In the event of a refunding, the Administrator shall recalculate the Annual Installments so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute "PID Bonds."

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments shall be due when billed and shall be delinquent if not paid prior to February 1, 2022.

## SECTION VII: ASSESSMENT ROLL

The Improvement Area #1 Assessment Roll is attached as **Exhibit F**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Improvement Area #1 Assessment Roll and Improvement Area #1 Annual Installments for each Parcel within the Improvement Area #1 Assessed Property as part of each Annual Service Plan Update.

The Improvement Area #2 Assessment Roll is attached as **Exhibit H**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Improvement Area #2 Assessment Roll and Improvement Area #2 Annual Installments for each Parcel within the Improvement Area #2 Assessed Property as part of each Annual Service Plan Update.

The Improvement Area #3 Assessment Roll is attached as **Exhibit J**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Improvement Area #3 Assessment Roll and Improvement Area #3 Annual Installments for each Parcel within the Improvement Area #3 Assessed Property as part of each Annual Service Plan Update.

The Major Improvement Area Assessment Roll is attached as **Exhibit L**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Major Improvement Area Assessment Roll and Major Improvement Area Annual Installments for each Parcel within the Major Improvement Area Assessed Property as part of each Annual Service Plan Update.

## SECTION VIII: ADDITIONAL PROVISIONS

### A. Calculation Errors

If the owner of a Parcel claims that an error has been made in any calculation required by this 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 Amended and Restated Service and Assessment Plan, the applicable ordinance authorizing the PID Bonds, or the Indenture, or is otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

### B. Amendments

Amendments to this 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 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 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 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 Amended and Restated Service and Assessment Plan. Interpretations of this Amended and Restated Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners or developers adversely affected by the interpretation. Appeals shall be decided at a meeting of the City Council during which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the owners and developers and their successors and assigns.

#### **D. Form of Buyer Disclosure**

Per Section 5.014 of the Texas Property Code, as amended, this Amended and Restated Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the District. The buyer disclosures are attached hereto in **Exhibit V-1, Exhibit V-2, Exhibit V-3, Exhibit V-4, Exhibit V-5, Exhibit V-6 and Exhibit V-7**. Within seven days of approval by the City Council, the City shall file and record in the real property records of the County the executed ordinance approving this Amended and Restated Service and Assessment Plan, or any future Annual Service Plan Updates. The executed ordinance, including any attachments, approving this Amended and Restated Service and Assessment Plan or any future Annual Service Plan Updates shall be filed and recorded in the real property records of the County in its entirety.

#### **E. Severability**

If any provision of this Amended and Restated Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

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## LIST OF EXHIBITS

<b>Exhibit A-1</b>	District Legal Description
<b>Exhibit A-2</b>	Improvement Area #1 Legal Description
<b>Exhibit A-3</b>	Improvement Area #2 Legal Description
<b>Exhibit A-4</b>	Improvement Area #3 Legal Description
<b>Exhibit A-5</b>	Phase 2 Section 1B Final Plat
<b>Exhibit A-5</b>	Phase 3 Section 1 Final Plat
<b>Exhibit A-7</b>	Phase 3 Section 2 Final Plat
<b>Exhibit A-8</b>	Major Improvement Area Legal Description
<b>Exhibit B-1</b>	District Boundary Map
<b>Exhibit B-2</b>	Improvement Area #1 Boundary Map
<b>Exhibit B-3</b>	Improvement Area #2 Boundary Map
<b>Exhibit B-4</b>	Improvement Area #3 Boundary Map
<b>Exhibit B-5</b>	Major Improvement Area Boundary Map
<b>Exhibit B-6</b>	Improvement Area #3 Condo Parcel Map
<b>Exhibit C</b>	Authorized Improvements
<b>Exhibit D</b>	Service Plan
<b>Exhibit E</b>	Sources and Uses
<b>Exhibit F</b>	Improvement Area #1 Assessment Roll
<b>Exhibit G</b>	Improvement Area #1 Annual Installment Schedule
<b>Exhibit H</b>	Improvement Area #2 Assessment Roll
<b>Exhibit I</b>	Improvement Area #2 Annual Installment Schedule
<b>Exhibit J</b>	Improvement Area #3 Assessment Roll
<b>Exhibit K-1</b>	Improvement Area #3 Bonds Annual Installment Schedule
<b>Exhibit K-2</b>	Improvement Area #3 Total Annual Installment Schedule
<b>Exhibit L</b>	Major Improvement Area Assessment Roll
<b>Exhibit M</b>	Major Improvement Area Annual Installment Schedule
<b>Exhibit N</b>	Maximum Assessment Per Lot Type
<b>Exhibit O</b>	Lot Type Classification Maps

<b>Exhibit P</b>	Maps of Authorized Improvements
<b>Exhibit Q</b>	Notice of PID Assessment Termination
<b>Exhibit R</b>	Estimated Buildout Value for Major Improvement Area, Improvement Area #1, Improvement Area #2, and Improvement Area #3
<b>Exhibit S</b>	Improvement Area #1-2 Bond Debt Service Schedule
<b>Exhibit T</b>	Improvement Area #3 Bond Debt Service Schedule
<b>Exhibit U</b>	Major Improvement Area Bond Debt Service Schedule
<b>Exhibit V-1</b>	Lot Type 1 Buyer Disclosure
<b>Exhibit V-2</b>	Lot Type 2 Buyer Disclosure
<b>Exhibit V-3</b>	Lot Type 3 Buyer Disclosure
<b>Exhibit V-4</b>	Lot Type 4 Buyer Disclosure
<b>Exhibit V-5</b>	Lot Type 5 Buyer Disclosure
<b>Exhibit V-6</b>	Lot Type 6 Buyer Disclosure
<b>Exhibit V-7</b>	Lot Type 7 Buyer Disclosure
<b>Exhibit W</b>	Improvement Area #3 Engineering Report

## EXHIBIT A-1 – DISTRICT LEGAL DESCRIPTION

### Exhibit A The Property

90.089 ACRES OUT OF THE A.C. CALDWELL SURVEY, ABSTRACT NUMBER 154, TRAVIS COUNTY, TEXAS AND BEING THE TRACTS OF LAND CONVEYED TO RHOF, LLC, A TEXAS LIMITED LIABILITY COMPANY, PER DEED RECORDED AS DOCUMENT NO.2017194263 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

44.0347 ACRES OF LAND LOCATED IN THE A.C. CALDWELL SURVEY, ABSTRACT NUMBER 154, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN CALLED 180.83 ACRES OF LAND CONVEYED TO ALMA JUANITA MEIER, AS DESCRIBED IN VOLUME 11376, PAGE 676, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

267.972 ACRES OF LAND LOCATED IN THE LEMUEL KIMBRO SURVEY, ABSTRACT NUMBER 456 AND THE A.C. CALDWELL SURVEY, ABSTRACT NUMBER 154, TRAVIS COUNTY, TEXAS AND BEING THE SAME 267.972 ACRE TRACT OF LAND CONVEYED TO SKY VILLAGE KIMBRO ESTATES, LLC, AS DESCRIBED IN DOCUMENT NUMBER 2016214460, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

(35.626 AC) LOT 2, J.F. NAGLE ESTATES, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NO. 199900207, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, TOGETHER WITH A NON-EXCLUSIVE 60 FOOT WIDE ACCESS AND PUBLIC UTILITY EASEMENT AS CREATED AND MORE PARTICULARLY DESCRIBED IN THAT DECLARATION OF ACCESS AND PUBLIC UTILITY EASEMENT RECORDED IN DOCUMENT NO. 1999058184, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, BEING THE SAME 35.626 ACRES CONVEYED TO SKY VILLAGE KIMBRO ESTATES, LLC, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

3.469 ACRES OF LAND LOCATED IN THE LEMUEL KIMBRO SURVEY, ABSTRACT NUMBER 456, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO SKY VILLAGE KIMBRO ESTATES, LLC, AS RECORDED IN 2017157471 OF THE OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS

157.9603 ACRES OUT OF THE A.C. CALDWELL SURVEY NO.52, ABSTRACT 154 AND THE LEMUEL KIMBRO SURVEY NO.64, ABSTRACT 456, AND BEING THE TRACTS OF LAND CONVEYED TO KIMBRO ROAD ESTATES, LP PER DEED RECORDED AS DOCUMENT NO.201780865 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

**A METES AND BOUNDS  
DESCRIPTION OF A  
3.700 ACRE RIGHT-OF-WAY OF LAND**

**BEING** a 3.700 acre (161,158 square feet) tract of land situated in the A.C. Caldwell Survey No. 52, Abstract No. 154, City of Manor, Travis County, Texas; and being a portion of Old Kimbro Road (80 feet wide); and being more particularly described as follows:

**COMMENCING**, at a 1/2-inch iron rod with a plastic cap stamped "KHA" found on the southerly right-of-way line of said Old Kimbro Road marking the northwest corner of a called 51.533 acre tract of land described in instrument to Chau Dinh and Kim Pham recorded in Document No. 2014139510 of the Official Public Records of Travis County, same being the northeast corner of a called 90.0886 acre tract of land described in instrument to RHOF, LLC recorded in Document No. 2017194263 of the Official Public Records of Travis County;

**THENCE**, North 85°48'57" West, 846.55 feet, along the southerly right-of-way line of Old Kimbro Road and the north line of said 90.0886 acre tract to the **POINT OF BEGINNING** of the herein described tract;

**THENCE**, continuing along the southerly right-of-way of said Old Kimbro Road and along the north line of said 90.0886 acre tract the following two (2) courses and distances:

1. North 85°48'57" West, 1629.02 feet to an iron rod with plastic cap stamped "KHA" found for a point of curvature;
2. in a southwesterly direction, along a tangent curve to the left, a central angle of 43°49'58", a radius of 533.10 feet, a chord bearing and distance of South 72°20'04" West, 397.96 feet, and a total arc length of 407.84 feet to a point for corner;

**THENCE**, departing the north line of said 90.0886 acre tract and crossing said Old Kimbro Road the following two (2) courses and distances:

1. North 40°17'42" West, 46.07 feet to a point for corner;
2. North 61°40'04" West, 35.46 feet to a 5/8-iron rod found on the northerly right-of-way line of said Old Kimbro Road marking the southwest corner of a called 157.9603 acre tract of land described in instrument to RHOF, LLC recorded in Document No. 2017180865 of the Official Public Records of Travis County;

**THENCE**, along the northerly right-of-way line of said Old Kimbro Road and along the south line of said 157.9603 acre tract the following three (3) courses and distances:

1. in a northeasterly direction, along a non-tangent curve to the right, a central angle of 36°32'19", a radius of 613.14 feet, a chord bearing and distance of North 68°23'46" East, 384.42 feet, and a total arc length of 391.01 feet to a 1/2-iron rod found for a point for corner;
2. in a northeasterly direction, along a non-tangent curve to the right, a central angle of 7°10'29", a radius of 1407.07 feet, a chord bearing and distance of South 89°23'14" East, 176.08 feet, and a total arc length of 176.20 feet to a concrete monument found for a point of tangency;
3. South 85°54'35" East, 1541.16 feet to a point for corner;

**THENCE**, South 4°11'03" West, 80.00 feet departing the south line of said 157.9603 acre tract and crossing said Old Kimbro Road to the **POINT OF BEGINNING**, and containing 3.700 acres of right-of-way in Travis County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD'83). All distances are on the surface and shown in U.S. Survey Feet. To convert grid distances to grid, apply the combined SURFACE to GRID scale factor of 0.99992097045. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

ABEL P. STENDAHL  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6754  
601 NW LOOP 410, SUITE 350  
SAN ANTONIO, TEXAS 78216  
PH. 210-541-9166  
abel.stendahl@kimley-horn.com



**EXHIBIT OF A 3.700 ACRE  
RIGHT-OF-WAY  
TO BE RELEASED**  
A.A. CALDWELL SURVEY NO.52,  
ABSTRACT NO. 154  
TRAVIS COUNTY, TEXAS

**Kimley»Horn**

601 NW Loop 410, Suite 350 San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9166 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	DJG	APS	9/3/2020	069255703	1 OF 2

STENDAHL, ABEL 9/3/2020 10:57 AM K:\SNA\_SURVEY\MANOR HEIGHTS DEVELOPMENT\069255703-MANOR HTS PHASE 2\DWG\EXHIBITS\3.700AC RIGHT OF WAY RELEASE.DWG



**EXHIBIT A-2 – IMPROVEMENT AREA #1 LEGAL DESCRIPTION**

Being 127.37 acres of land located in the A.C Caldwell Survey No. 52, Abstract No. 154, and being all of that 110.524 acre tract of land located in the A.C Caldwell Survey No. 52, Abstract No. 154, described in the Manor Heights South Phase 1 Section 1 Final Plat, recorded in Document No. 202100001 Official Public Records of Travis County, and being a portion of that certain 267.942 acre tract of land located in the A.C Caldwell Survey No. 52, Abstract No. 154, City of Manor, Travis County, Texas, conveyed to Forestar (USA) Real Estate Group Inc., as described in Document No. 2019171724, corrected in Document No. 2019176020, Official Public Records of Travis County, Texas.

**EXHIBIT A-3 – IMPROVEMENT AREA #2 LEGAL DESCRIPTION**

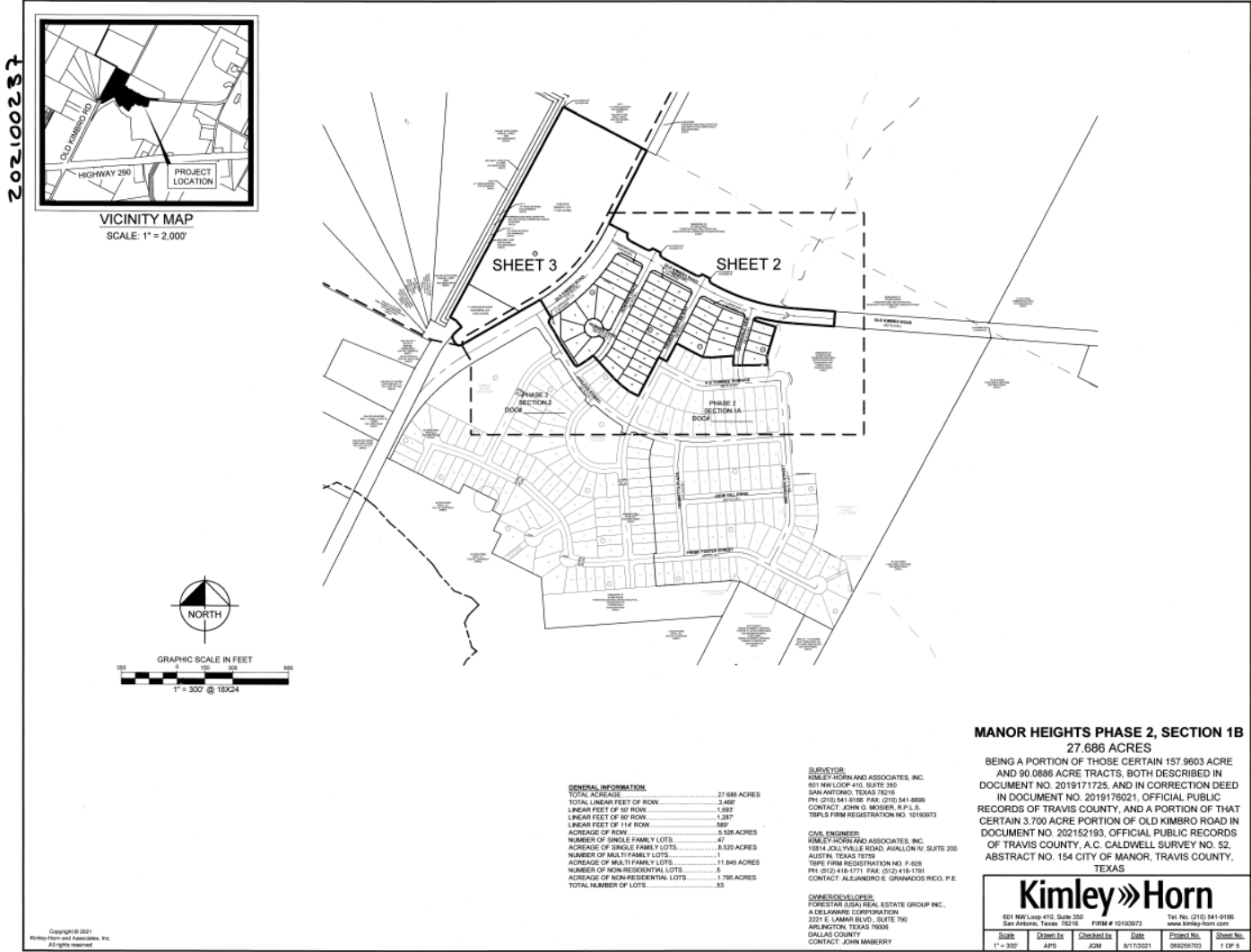
Being 91.81 acres of land located in the A.C Caldwell Survey No.52, Abstract No.154, and the Lemuel Kimbro Survey No.64, Abstract No.456, City of Manor, Travis County Texas, and being portion of that certain tract or parcel of land containing 90.089 acres located in the A.C. Caldwell Survey No.52 , Abstract No. 154, described in instrument to Forestar (USA) Real Estate Group Inc., recorded in Document No.2019171725, corrected in Document No.2019176021 Official Public Records of Travis County, and being a portion of that certain 157.9603 acre tract of land located in the A.C Caldwell Survey No.52, Abstract No.154, and the Lemuel Kimbro Survey No.64, Abstract No.456, City of Manor, Travis County Texas, described in instrument to Forestar (USA) Real Estate Group Inc., recorded in Document No.2019171725, corrected in Document No.2019176021 Official Public Records of Travis County , and a portion of that certain tract or parcel of land containing 3.7 acres situated in the A.C. Caldwell Survey No.52, Abstract 154, City of Manor, Travis County, Texas Conveyed to Forestar (USA) Real Estate Group Inc., as described in document 2021052193, official public records of Travis County, Texas.

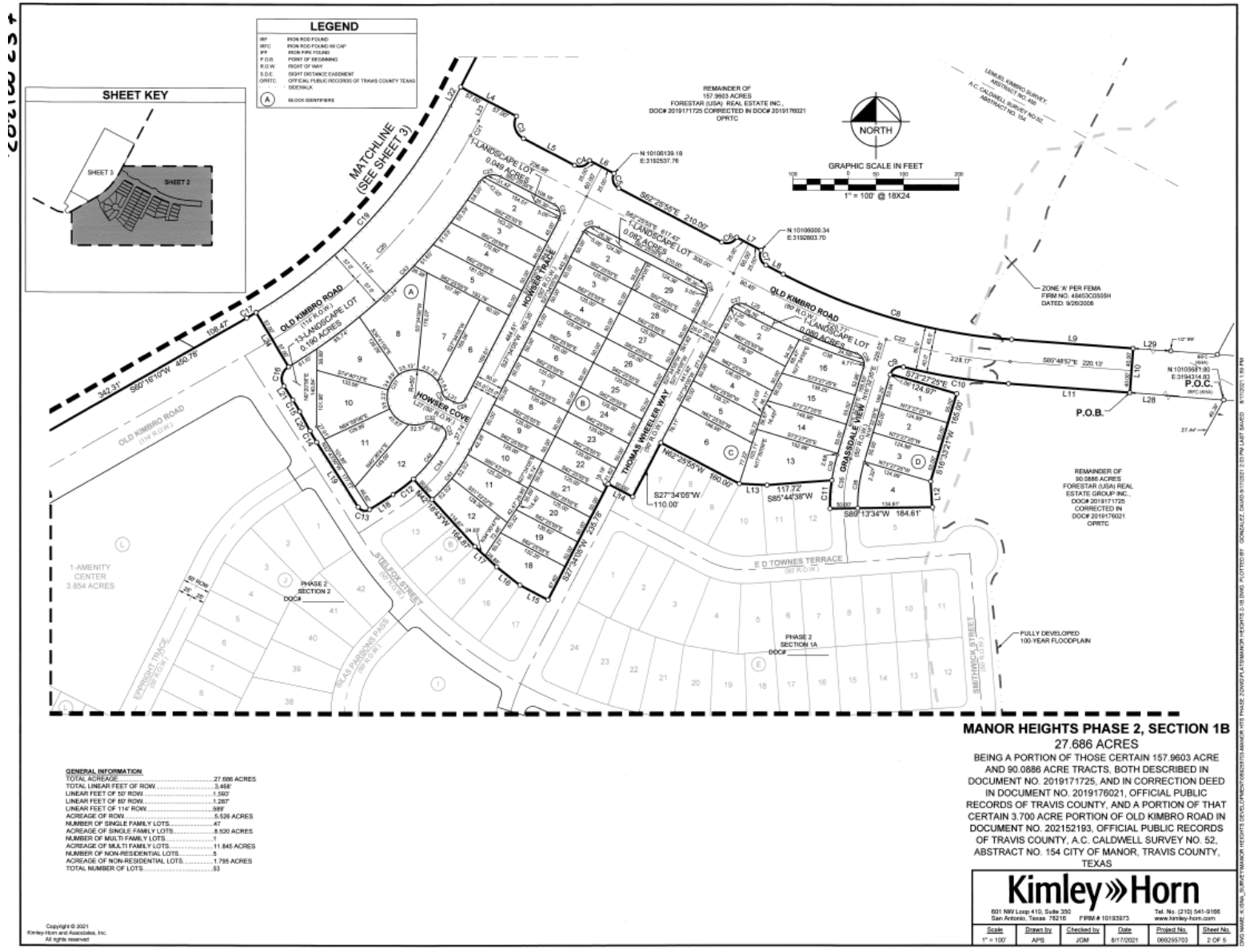
**EXHIBIT A-4 – IMPROVEMENT AREA #3 LEGAL DESCRIPTION**

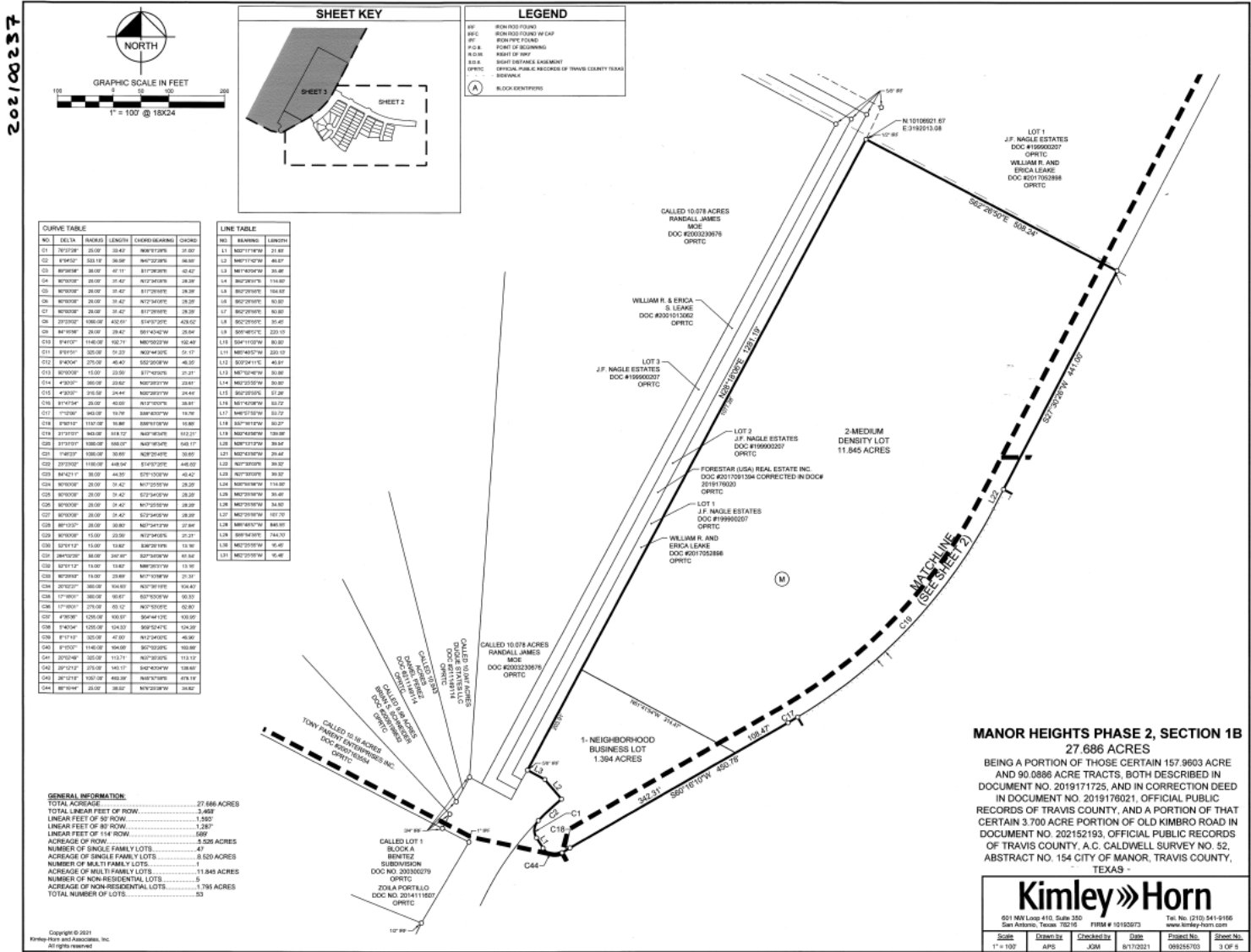
Improvement Area #3 is contained within the area described by the Manor Heights Phase 2 Section 1B Final Plat, Manor Heights Phase 3 Section 1 Final Plat & Manor Heights Phase 3 Section 2 Final Plat as described below in **Exhibit A-5, Exhibit A-6 & Exhibit A-7**, respectively.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**EXHIBIT A-5 – PHASE 2 SECTION 1B FINAL PLAT**







157001207

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

WHEREAS, FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, THE OWNER OF 27.686 ACRE TRACT LOCATED IN THE CALDWELL SURVEY NUMBER 52, ABSTRACT NUMBER 154, CITY OF MANOR, TRAVIS COUNTY, TEXAS AND BRING A PORTION OF THAT CERTAIN 157.9803 ACRE TRACT OF LAND CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP INC. A PORTION OF THAT CERTAIN 90.0886 ACRE TRACT OF LAND CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP INC. AS DESCRIBED IN DOCUMENT NUMBER 201911725, CORRECTED IN DOCUMENT NUMBER 201917021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND A PORTION OF OLD KIMBRO ROAD, AN 80 FOOT WIDE RIGHT-OF-WAY, AND DO HEREBY SUBSCRIBE 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 "MANOR HEIGHTS PHASE 2, SECTION 1B" OF THE CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY SUBSCRIBES SAID 27.686 ACRES OF LAND OF SAID IN ACCORDANCE WITH THE ATTACHED MAP OR PLAN TO BE KNOWN AS "MANOR HEIGHTS PHASE 2, SECTION 1B" AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND PUBLIC EASEMENTS THEREIN SHOWN FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, SUBJECT TO ANY EASEMENT OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS DAY August 30 2021

BY: [Signature]  
 FORESTAR (USA) REAL ESTATE GROUP INC.,  
 A DELAWARE CORPORATION

2221 E LAMAR BLVD., SUITE 700  
 ARLINGTON, TEXAS 76010

THE STATE OF TEXAS  
 COUNTY OF WILLAMETTE

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Jeff Scott KNOWN TO ME TO BE THE PERSON OR AGENT WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 20 DAY OF August, 2021.

[Signature]  
 Notary Public  
 NOTARY REGISTRATION NUMBER 1328022-0  
 MY COMMISSION EXPIRES 01.11.2025  
 COUNTY OF WILLAMETTE  
 THE STATE OF TEXAS

[Notary Seal]  
 KARINA WALESKA BOUCE  
 Notary Public, State of Texas  
 Comm. Expires 01-11-2025  
 Notary ID 13388032-0

STATE OF TEXAS  
 COUNTY OF TRAVIS

I, ALEJANDRO E. GRANADOS RICO, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAN IS FEASIBLE FROM AN ENGINEERING STANDPOINT 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.

A PORTION OF THIS SITE LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 446303025H, EFFECTIVE DATE SEPTEMBER 20, 2008, TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

[Signature]  
 ALEJANDRO E. GRANADOS RICO, P.E.  
 REGISTERED PROFESSIONAL ENGINEER No. 130084  
 KIMLEY HORN AND ASSOCIATES, INC.  
 5811 JULYVILLE ROAD  
 AVALON IV, SUITE 200  
 AUSTIN, TEXAS 78758

[Notary Seal]  
 ALEJANDRO E. GRANADOS RICO  
 REGISTERED PROFESSIONAL ENGINEER  
 NO. 130084  
 EXPIRES 08/11/2021

STATE OF TEXAS  
 COUNTY OF BEAR

I, JOHN G. MOSIER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS PLAN COMPIES WITH THE SURVIVING 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. MOSIER  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 NO. 6330 - STATE OF TEXAS  
 501 NW LOOP 410, SUITE 300  
 SAN ANTONIO, TEXAS 78219  
 Ph: 210-321-2402  
 greg.mosier@kimley-horn.com

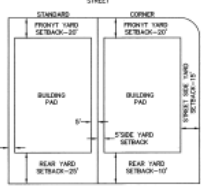
[Notary Seal]  
 JOHN G. MOSIER  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 NO. 6330

SURVEYOR'S NOTES

1. THE BEARING, DISTANCES, ANGLES AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (PPS 4003 (NAD83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS).
2. ALL DISTANCES SHOWN HEREON ARE ON THE SURFACE. THE COMBINED SURFACE TO GRID SCALE FACTOR FOR THE PROJECT IS 0.9992097548. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.
3. ALL PROPERTY CORNERS OF THE LOTS IN THIS SUBDIVISION WILL BE MONUMENTED PRIOR TO LOTS SALES AND AFTER ROAD CONSTRUCTION WITH A 12-INCH IRON ROD WITH BEARING PLATE, CAP AND AN IRON "NON-USE OTHERWISER MARK."

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- GENERAL NOTES:
1. PROPERTY OWNERS OF THE LOTS ON WHICH THE PUBLIC UTILITY EASEMENT OR THE UNDERGROUND STORM WATER DRAINAGE FACILITIES EASEMENT ARE LOCATED AS SHOWN ON THIS 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.
  2. A 12" PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET RIGHTS OF WAY.
  3. PUBLIC SIDEWALKS BUILT TO CITY OF MANOR STANDARDS, ARE REQUIRED ALONG ALL STREETS WITHIN THIS SUBDIVISION. THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE ADJOINING LOT BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHDRAWING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY.
  4. DRIVEWAY AND DRAINAGE CONSTRUCTION STANDARDS SHALL BE IN ACCORDANCE WITH THE REQUIREMENT OF THE CITY OF MANOR STANDARDS UNLESS OTHERWISE SPECIFIED AND APPROVE BY THE CITY OF MANOR.
  5. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO THE CITY OF MANOR WATER AND WASTEWATER SYSTEM.
  6. NO BUILDINGS SHALL BE CONSTRUCTED OR MAINTAINED WITHIN THE PUBLIC UTILITIES EASEMENTS OR THE UNDERGROUND STORM WATER FACILITIES EASEMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF MANOR. THE CITY OF MANOR IS NOT RESPONSIBLE FOR THE DAMAGE TO OR REPLACING ANY PORTIONS OF ANY FENCING, LANDSCAPING OR OTHER IMPROVEMENTS CONSTRUCTED WITHIN ANY OF SUCH EASEMENTS WHICH WERE NOT APPROVED BY THE CITY OF MANOR BEFORE THEIR CONSTRUCTION DUE TO THE NECESSARY AND CUSTOMARY WORK BY THE CITY OF MANOR IN REPAIRING, MAINTAINING, OR REPLACING THE UNDERGROUND PIPES AND RELATED FACILITIES WITHIN SUCH EASEMENTS.
  7. ALL STREETS, DRAINAGE IMPROVEMENTS, SIDEWALKS, WATER AND WASTEWATER LINES, AND EROSION CONTROLS SHALL BE CONSTRUCTED AND INSTALLED TO CITY OF MANOR STANDARDS.
  8. EROSION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON INDIVIDUAL LOTS, INCLUDING DETACHED SINGLE FAMILY IN ACCORDANCE WITH SECTION 14.0 OF THE CITY OF AUSTIN ENVIRONMENTAL CRITERIA MANUAL (FEBRUARY 20, 2020).
  9. ALL STREETS IN THE SUBDIVISION SHALL BE CONSTRUCTED TO CITY OF MANOR URBAN STREET STANDARDS. ALL STREETS WILL BE CONSTRUCTED WITH CURB AND GUTTER.
  10. PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF MANOR.
  11. THE SUBDIVISION OWNER/DEVELOPER AS IDENTIFIED ON THIS PLAN IS RESPONSIBLE FOR POSTING FISCAL SURETY FOR THE CONSTRUCTION OF ALL SIDEWALKS AS SHOWN OR LISTED ON THE PLAN, WHETHER INSTALLED BY THE OWNER/DEVELOPER OR INDIVIDUAL HOMEBUILDERS. IT IS THE RESPONSIBILITY OF THE OWNER/DEVELOPER TO ENSURE ALL SIDEWALKS ARE ADA COMPLIANT UNLESS A VARIATION HAS BEEN GRANTED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION.
  12. THE BUILDING SETBACK LINES SHALL COMPLY WITH THE APPROVED MANOR HEIGHTS PUD (ORDINANCE NO. 534) AND ARE AS FOLLOWS (SEE TYPICAL SETBACK DETAIL):  
 FRONT YARD - 20'  
 REAR YARD - 20'  
 SIDE YARD - 5'  
 STREET SIDE YARD - 15'
  13. LOT 1, BLOCK A, LANDSCAPE LOT, LOT 13, BLOCK A, LANDSCAPE LOT, LOT 1, BLOCK B, LANDSCAPE LOT AND LOT 1, BLOCK C, LANDSCAPE LOT ARE DEDICATED TO THE HOMEOWNER ASSOCIATION, THE HOME OWNERS ASSOCIATION, AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HOA") SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL NON-RESIDENTIAL LOTS THAT ARE DEDICATED TO THE HOA.
  14. PER THE APPROVED MANOR HEIGHTS PUD, MINIMUM SINGLE-FAMILY RESIDENTIAL LOT SHALL BE 6250 Sq.Ft WITHIN PUD-SE-1 AND 2000 Sq.Ft. WITHIN PUD-RES-A DENSITY. THE MINIMUM HOME SIZES SHALL COMPLY WITH THOSE SET FORTH IN THE MANOR HEIGHTS PUD OF 1920 Sq.Ft.
  15. ACCESS TO NON-RESIDENTIAL LOTS SHALL BE PROVIDED TO THE CITY WHERE MAINTENANCE IS REQUIRED TO BE PERFORMED BY THE CITY IN ACCORDANCE WITH THAT CERTAIN DEVELOPMENT AGREEMENT (MANOR HEIGHTS) DATED EFFECTIVE NOVEMBER 7, 2016, AS AMENDED.



TYPICAL SETBACK DETAIL NOT TO SCALE

CITY OF MANOR ACKNOWLEDGMENTS

THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF MANOR CORPORATE CITY LIMITS AS OF THIS DATE 7th DAY OF April 2021

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, ON THIS DATE: 11th DAY OF Aug, 2021

[Signature]  
 PHILIP TRIEM, CHAIRPERSON

[Signature]  
 LILIANA ALMARAZ, CITY SECRETARY

ACCEPTED AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, ON THIS DATE: 11th DAY OF Aug, 2021

APPROVED: [Signature]  
 DR. LARRY WALLACE, JR., MAYOR

ATTEST: [Signature]  
 LILIANA ALMARAZ, CITY SECRETARY

[City Seal]

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

I, DANA DEBEAUVOUR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DATE 14 DAY OF October 2021 AT 12:37 O'CLOCK PM, DULY RECORDED ON THE DAY OF 14th DAY OF October 2021 AT 12:37 O'CLOCK PM.

IN THE PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER 202108257, OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 12th DAY OF October 2021

[Signature]  
 DANA DEBEAUVOUR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

BY: [Signature]  
 DEPUTY E. MELINA

[Notary Seal]

MANOR HEIGHTS PHASE 2, SECTION 1B  
 27.686 ACRES

BEING A PORTION OF THOSE CERTAIN 157.9803 ACRE AND 90.0886 ACRE TRACTS, BOTH DESCRIBED IN DOCUMENT NO. 201911725, AND IN CORRECTION DEED IN DOCUMENT NO. 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND A PORTION OF THAT CERTAIN 3.700 ACRE PORTION OF OLD KIMBRO ROAD IN DOCUMENT NO. 202152193, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154 CITY OF MANOR, TRAVIS COUNTY, TEXAS

**Kimley Horn**

001 NW Loop 410, Suite 300 San Antonio, Texas 78216 Phone # (210) 541-9196 www.kimley-horn.com

Scale	Drawn By	Checked By	Date	Project No.	Sheet No.
N/A	APIS	JCA	8/17/2021	092257673	4 OF 5

A METES AND BOUNDS DESCRIPTION OF A 27.686 ACRE TRACT OF LAND

BEING a 27.686 acre (1,205,981 square feet) tract of land situated in the A.C. Caldwell Survey No. 154, City of Manor, Travis County, Texas, being a portion of that certain 107.4600 acre tract of land and being a portion of that certain 60.0886 acre tract of land described in instrument 17-0084 (USA) Real Estate Group, Inc., recorded in Document No. 2019117021 of the Official Public Records of Travis County, Texas, and a portion of that certain 3.700 acre tract described in instrument 17-0084 (USA) Real Estate Group, Inc., recorded in Document No. 201215193, Official Public Records of Travis County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod with a plastic cap stamped "90HA" found on the southerly right-of-way line of said Old Kimbro Road making the northwestern-most corner of a called 1/33 acre tract of land described in instrument to Chau Dem and Kim Pham recorded in Document No. 2014135010 of the Official Public Records of Travis County.

THENCE, North 05°48'57" West, 646.55 feet, along the southern right-of-way line of said Old Kimbro Road to a POINT OF BEGINNING.

THENCE, Along the southern right-of-way line of said Old Kimbro Road, the following two (2) courses and distances:

- 1. North 80°09'57" West, 220.13 feet to a 1/2-inch iron rod with a plastic cap stamped "90HA" set for corner;
2. In a northwesterly direction, along a tangent curve to the right, a central angle of 97°41'17", a radius of 1142.00 feet, a chord bearing and distance of North 80°58'23" West, 192.46 feet, and a total arc length of 192.71 feet to a 1/2-inch iron rod with a plastic cap stamped "90HA" set for corner.

THENCE, crossing said 60.0886 acre tract, the following twenty-four (24) courses and distances:

- 1. In a southeasterly direction, along a tangent curve to the left, a central angle of 84°16'07", a radius of 20.00 feet, a chord bearing and distance of South 61°42'42" West, 26.84 feet, and a total arc length of 29.42 feet to a 1/2-inch iron rod with a plastic cap stamped "90HA" set for corner;
2. South 73°27'25" West, 124.97 feet to a 1/2-inch iron rod with a plastic cap stamped "90HA" set for corner;
3. South 69°52'51" West, 165.66 feet to a 1/2-inch iron rod with a plastic cap stamped "90HA" set for corner;
4. South 2°04'11" East, 46.61 feet to a 1/2-inch iron rod with a plastic cap stamped "90HA" set for corner;
5. South 80°32'23" West, 164.49 feet to a 1/2-inch iron rod with a plastic cap stamped "90HA" set for corner;
6. In a northwesterly direction, along a tangent reverse curve to the right, a central angle of 91°51", a radius of 326.00 feet, a chord bearing and distance of North 54°30'30" East, 91.1 feet, and a total arc length of 51.23 feet to a 1/2-inch iron rod with a plastic cap stamped "90HA" set for a point of tangency;
7. South 85°44'38" West, 117.22 feet to a 1/2-inch iron rod with a plastic cap stamped "90HA" set for corner;
8. North 87°40'47" West, 90.09 feet to a 1/2-inch iron rod with a plastic cap stamped "90HA" set for corner;
9. North 52°25'53" West, 150.00 feet to a 1/2-inch iron rod with a plastic cap stamped "90HA" set for corner;
10. South 27°29'49" West, 110.00 feet to a 1/2-inch iron rod with a plastic cap stamped "90HA" set for corner;
11. North 62°29'55" West, 50.00 feet to a 1/2-inch iron rod with a plastic cap stamped "90HA" set for corner;
12. South 27°29'49" West, 226.78 feet to a 1/2-inch iron rod with a plastic cap stamped "90HA" set for corner;
13. South 62°29'55" East, 97.28 feet to a 1/2-inch iron rod with a plastic cap stamped "90HA" set for corner;
14. North 61°42'28" West, 53.72 feet to a 1/2-inch iron rod with a plastic cap stamped "90HA" set for corner;
15. North 48°10'50" West, 53.72 feet to a 1/2-inch iron rod with a plastic cap stamped "90HA" set for corner;
16. North 42°18'42" West, 164.87 feet to a 1/2-inch iron rod with a plastic cap stamped "90HA" set for corner;
17. In a southeasterly direction, along a tangent curve to the right, a central angle of 87°46", a radius of 275.00 feet, a chord bearing and distance of South 52°29'55" West, 43.35 feet, and a total arc length of 46.40 feet to a 1/2-inch iron rod with a plastic cap stamped "90HA" set for corner;
18. South 57°18'02" West, 50.27 feet to a 1/2-inch iron rod with a plastic cap stamped "90HA" set for corner;
19. In a southeasterly direction, along a tangent reverse curve to the right, a central angle of 92°00'07", a radius of 15.00 feet, a chord bearing and distance of South 77°53'59" East, 21.21 feet, and a total arc length of 23.50 feet to a 1/2-inch iron rod with a plastic cap stamped "90HA" set for a point of tangency;
20. North 32°42'50" West, 130.08 feet to a 1/2-inch iron rod with a plastic cap stamped "90HA" set for corner;
21. In a northwesterly direction, along a tangent reverse curve to the right, a central angle of 4°22'27", a radius of 3200.00 feet, a chord bearing and distance of North 30°28'31" West, 23.61 feet, and a total arc length of 23.62 feet to a 1/2-inch iron rod with a plastic cap stamped "90HA" set for a point of tangency;
22. North 28°17'19" West, 38.94 feet to a 1/2-inch iron rod with a plastic cap stamped "90HA" set for corner;
23. In a northwesterly direction, along a tangent curve to the left, a central angle of 4°22'27", a radius of 3100.00 feet, a chord bearing and distance of North 30°28'31" West, 24.44 feet, and a total arc length of 24.44 feet to a 1/2-inch iron rod with a plastic cap stamped "90HA" set for a point of tangency;
24. North 32°42'50" West, 25.44 feet to a 1/2-inch iron rod with a plastic cap stamped "90HA" set for corner;
25. In a northwesterly direction, along a tangent reverse curve to the right, a central angle of 91°47'54", a radius of 25.00 feet, a chord bearing and distance of North 13°10'57" East, 35.91 feet, and a total arc length of 40.05 feet to a 1/2-inch iron rod with a plastic cap stamped "90HA" set for a point of tangency.

THENCE, departing the southeasterly boundary line of said 10.0886-acre tract and crossing said Old Kimbro Road, the following four (4) courses and distances:

- 1. North 30°02'05" West, 114.00 feet to a 1/2-inch iron rod with a plastic cap stamped "90HA" set for corner;
2. In a southeasterly direction, along a tangent curve to the left, a central angle of 1°12'19", a radius of 843.00 feet, a chord bearing and distance of South 59°49'07" West, 19.78 feet, and a total arc length of 19.78 feet to a 1/2-inch iron rod with a plastic cap stamped "90HA" set for corner;
3. South 60°16'01" West, 450.78 feet to a 1/2-inch iron rod with a plastic cap stamped "90HA" set for corner;
4. In a southeasterly direction, along a tangent curve to the left, a central angle of 91°07'02", a radius of 117.00 feet, a chord bearing and distance of South 50°15'05" West, 16.88 feet, and a total arc length of 16.88 feet to a 1/2-inch iron rod with a plastic cap stamped "90HA" set for a point of tangency.

THENCE, departing the southeasterly right-of-way line of and said Old Kimbro Road, the following four (4) courses and distances:

- 1. In a northwesterly direction, along a tangent reverse curve to the right, a central angle of 98°18'44", a radius of 33.00 feet, a chord bearing and distance of North 70°20'38" West, 34.82 feet, and a total arc length of 38.62 feet to a 1/2-inch iron rod with a plastic cap stamped "90HA" set for a point of tangency;
2. North 32°17'19" West, 21.93 feet to a 1/2-inch iron rod with a plastic cap stamped "90HA" set for corner;
3. North 40°14'42" West, 107.17 feet to a 1/2-inch iron rod with a plastic cap stamped "90HA" set for corner;
4. North 01°40'04" West, 35.46 feet to a 5/8-inch iron rod found marking the southeastern-most corner of afeared 157.9603 acre tract on the southeasterly line of Lot 1 of J.P. Neagle Estates, plat of which recorded in Document No. 169990307 of the Official Public Records of Travis County.

THENCE, along the boundary of said Lot 1, the following two (2) courses and distances:

- 1. North 28°18'09" East, 1281.18 feet to a 1/2-inch iron rod found for corner;
2. South 62°19'09" East, 603.24 feet to a 1/2-inch iron rod with a plastic cap stamped "90HA" set making the easterly southeast corner of said Lot 1, same being the southeast corner of a called 3.488-acre tract of land described in instrument to Pioneer (USA) Real Estate, Inc. recorded in Document No. 2019117724 of the Official Public Records of Travis County.

THENCE, departing from said Lot 1 and said 3.488-acre tract and crossing said 157.9603 acre tract, the following fourteen (14) courses and distances:

- 1. South 27°32'28" West, 441.00 feet to a 1/2-inch iron rod with a plastic cap stamped "90HA" set for corner;
2. South 62°29'57" East, 114.00 feet to a 1/2-inch iron rod with a plastic cap stamped "90HA" set for corner;
3. In a southeasterly direction, along a non-tangent curve to the left, a central angle of 89°00'07", a radius of 30.00 feet, a chord bearing and distance of South 17°26'28" East, 42.42 feet, and a total arc length of 47.11 feet to a 1/2-inch iron rod with a plastic cap stamped "90HA" set for a point of tangency;
4. South 62°29'57" East, 104.53 feet to a 1/2-inch iron rod with a plastic cap stamped "90HA" set for a point of curvature;
5. In a northwesterly direction, along a tangent curve to the left, a central angle of 90°00'07", a radius of 20.00 feet, a chord bearing and distance of North 72°34'05" East, 28.28 feet, and a total arc length of 31.42 feet to a 1/2-inch iron rod with a plastic cap stamped "90HA" set for corner;
6. South 62°29'57" East, 60.00 feet to a 1/2-inch iron rod with a plastic cap stamped "90HA" set for corner;
7. In a southeasterly direction, along a non-tangent curve to the left, a central angle of 90°00'07", a radius of 20.00 feet, a chord bearing and distance of South 17°26'28" East, 28.28 feet, and a total arc length of 31.42 feet to a 1/2-inch iron rod with a plastic cap stamped "90HA" set for a point of tangency;
8. South 62°29'57" East, 210.00 feet to a 1/2-inch iron rod with a plastic cap stamped "90HA" set for a point of curvature;
9. In a northwesterly direction, along a tangent curve to the left, a central angle of 90°00'07", a radius of 20.00 feet, a chord bearing and distance of North 72°34'05" East, 28.28 feet, and a total arc length of 31.42 feet to a 1/2-inch iron rod with a plastic cap stamped "90HA" set for a point of tangency;
10. South 62°29'57" East, 50.00 feet to a 1/2-inch iron rod with a plastic cap stamped "90HA" set for corner;
11. In a southeasterly direction, along a non-tangent curve to the left, a central angle of 90°00'07", a radius of 20.00 feet, a chord bearing and distance of South 17°26'28" East, 28.28 feet, and a total arc length of 31.42 feet to a 1/2-inch iron rod with a plastic cap stamped "90HA" set for a point of tangency;
12. South 62°29'57" East, 36.45 feet to a 1/2-inch iron rod with a plastic cap stamped "90HA" set for a point of curvature.

- 13. In a southeasterly direction, along a tangent curve to the left, a central angle of 23°23'02", a radius of 1050.00 feet, a chord bearing and distance of South 74°02'28" East, 432.62 feet, and a total arc length of 432.62 feet to a 1/2-inch iron rod with a plastic cap stamped "90HA" set for corner;
14. South 60°50'57" East, 228.13 feet to a 1/2-inch iron rod with a plastic cap stamped "90HA" set for corner on the northerly right-of-way line of afeared Old Kimbro Road.

THENCE, South 4°11'02" West, 80.00 feet, departing the northerly right-of-way line of said Old Kimbro Road to the POINT OF BEGINNING, and containing 27.686 acres of land in Travis County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System (NAD 83, Central Zone 1799 4200) (NAD83). All distances are shown in U.S. Survey Feet. To convert grid distances to grid, apply the combined SURFACE TO GRID scale factor of 0.9999907045. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

LOT TABLE with columns: LOT NO., ACRES, SQ. FT. and rows listing lots 1 through 14 with their respective acreages and square footages.

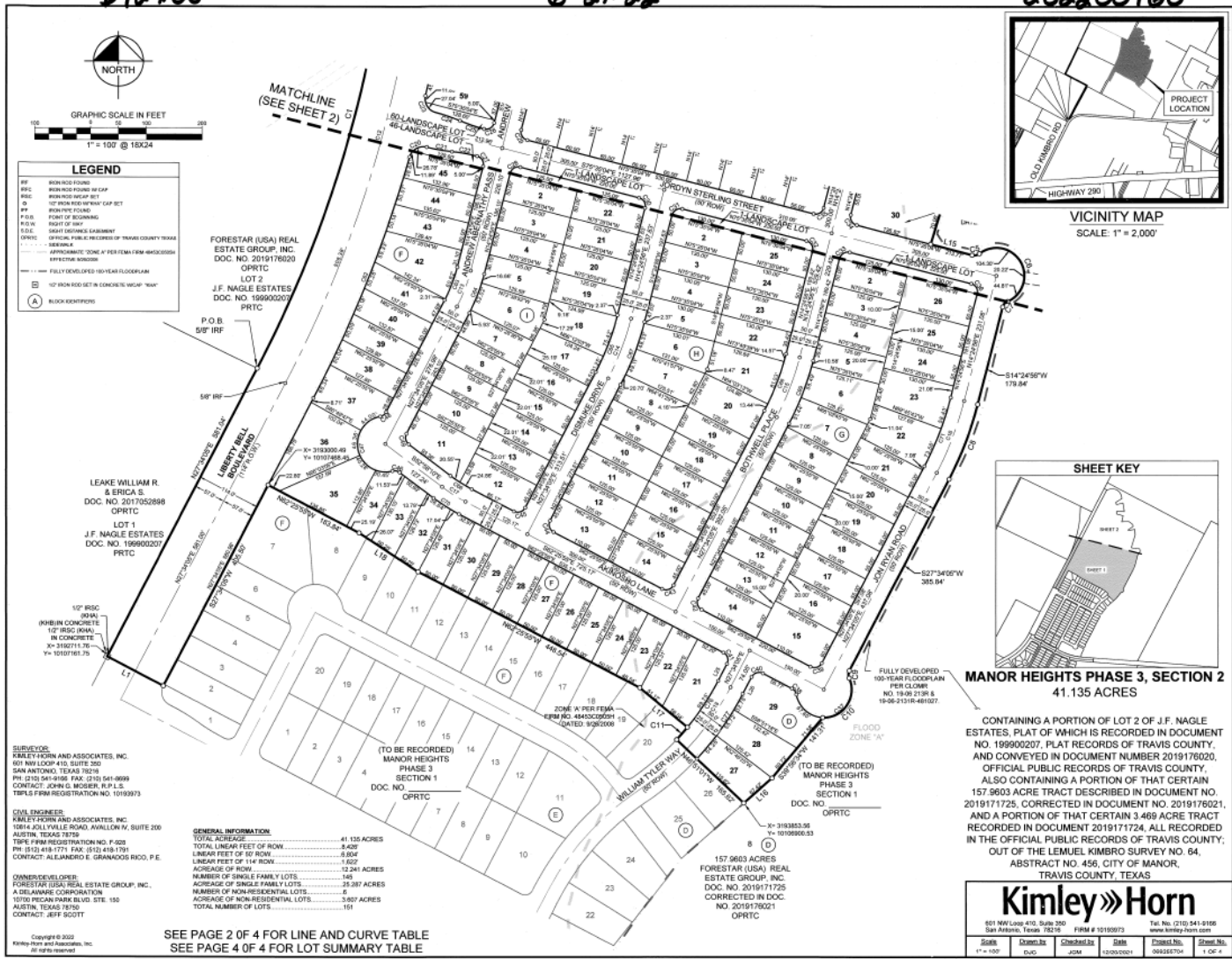
MANOR HEIGHTS PHASE 2, SECTION 18
27.686 ACRES
BEING A PORTION OF THOSE CERTAIN 157.9603 ACRE AND 90.0886 ACRE TRACTS, BOTH DESCRIBED IN DOCUMENT NO. 2019117125, AND IN CORRECTION DEED IN DOCUMENT NO. 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND A PORTION OF THAT CERTAIN 3.700 ACRE PORTION OF OLD KIMBRO ROAD IN DOCUMENT NO. 202152193, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154 CITY OF MANOR, TRAVIS COUNTY, TEXAS

Kimley Horn logo and contact information: 501 NW Loop 410, Suite 350, San Antonio, Texas 78216. TEL: (210) 541-9186. WWW: www.kimley-horn.com

Small table with columns: Date, Drawn by, Checked by, Date, Project No., Sheet No.



**EXHIBIT A-6 – PHASE 3 SECTION 1 FINAL PLAT**







000+00100

**A METES AND BOUNDS DESCRIPTION OF A 41.135 ACRE TRACT OF LAND**

**BEING** a ± 1.75 acre (1,751.254 square feet) tract of land situated in the Lemuel Kimbro Survey No. 64, Abstract No. 456, City of Manor, Travis County, Texas, and containing a portion of Plat F-17, Nagle Estates, plat of which is recorded in Document No. 19990202 of the Plat Records of Travis County, Texas, described as follows: (USA) Real Estate Group, Inc., recorded in Document No. 201917620 of the Official Public Records of Travis County, and containing a portion of that certain 157,960.3 acre tract of land described in Document No. 201917125, and its correction filed in Document No. 201917021, and a portion of that certain 3,469 acre tract of land described in instrument to Forestar USA Real Estate Group, Inc., recorded in Document No. 2019171724 of the Official Public Records of Travis County, and being more particularly described as follows:

**BEGINNING** at a 5/8-inch iron rod found marking the southwestern line of afeelsaid ± 469-acre tract on the westerly line of Lot 1 of J.F. Nagle Estates, plat of which is recorded in Document No. 19990202 of the Plat Records of Travis County;

**THENCE**, crossing into Lot 2, of said J.F. Nagle Estates plat the following two (2) courses and distances:

1. in a northerly direction along a non-tangent curve turning to the left, having a radius of 2143.05 feet, a chord North 19°49'38" East, 500.07', a central angle of 24°56'47", and an arc length of 206.11 feet to a 1/2-inch iron rod with a plastic cap stamped "NKA" set for corner;
2. North 02°52'37" East, a distance of 112.60 feet to a 1/2-inch iron rod with a plastic cap stamped "NKA" set for corner;

**THENCE**, along the westerly line of Lot 3 of said J.F. Nagle Estates plat the following three (3) courses and distances:

1. South 64°11'52" East, a distance of 242.92 feet to a 1/2-inch iron rod with a plastic cap stamped "NKA" set for corner;
2. North 27°33'38" East, a distance of 456.22 feet to a 1/2-inch iron rod with a plastic cap stamped "NKA" set for corner;
3. South 02°50'22" East, a distance of 56.93 feet to a 1/2-inch iron rod with a plastic cap stamped "NKA" set marking the southwestern-most corner of afeelsaid 157,960.3 acre tract;

**THENCE**, crossing said 157,960.3 acre tract, the following forty-one (41) courses and distances:

1. North 73°30'57" East, a distance of 57.55 feet to a 1/2-inch iron rod with a plastic cap stamped "NKA" set for corner;
2. South 70°50'50" East, a distance of 87.38 feet to a 1/2-inch iron rod with a plastic cap stamped "NKA" set for corner;
3. South 49°32'28" East, a distance of 70.81 feet to a 1/2-inch iron rod with a plastic cap stamped "NKA" set for corner;
4. South 28°50'56" East, a distance of 63.35 feet to a 1/2-inch iron rod with a plastic cap stamped "NKA" set for corner;
5. South 10°12'14" East, a distance of 62.25 feet to a 1/2-inch iron rod with a plastic cap stamped "NKA" set for corner;
6. South 02°52'48" West, a distance of 143.41 feet to a 1/2-inch iron rod with a plastic cap stamped "NKA" set for point of curvature;
7. in a southerly direction along a non-tangent curve turning to the right, having a radius of 325.00 feet, a chord South 10°49'30" East, 41.63', a central angle of 07°22'47", and an arc length of 41.98 feet to a 1/2-inch iron rod with a plastic cap stamped "NKA" set for corner;
8. North 70°50'52" East, a distance of 120.29 feet to a 1/2-inch iron rod with a plastic cap stamped "NKA" set for corner;
9. South 08°48'51" East, a distance of 103.60 feet to a 1/2-inch iron rod with a plastic cap stamped "NKA" set for corner;
10. North 64°50'18" West, a distance of 135.15 feet to a 1/2-inch iron rod with a plastic cap stamped "NKA" set for point of curvature;
11. in a southerly direction along a non-tangent curve turning to the right, having a radius of 325.00 feet, a chord South 10°49'30" West, 53.03', a central angle of 09°22'47", and an arc length of 41.95 feet to a 1/2-inch iron rod with a plastic cap stamped "NKA" set for corner;
12. South 14°24'36" West, a distance of 137.70 feet to a 1/2-inch iron rod with a plastic cap stamped "NKA" set for corner;
13. South 70°30'54" East, a distance of 120.30 feet to a 1/2-inch iron rod with a plastic cap stamped "NKA" set for corner;
14. South 14°24'36" West, a distance of 120.00 feet to a 1/2-inch iron rod with a plastic cap stamped "NKA" set for corner;
15. North 84°44'51" East, a distance of 127.43 feet to a 1/2-inch iron rod with a plastic cap stamped "NKA" set for corner;
16. South 15°23'52" East, a distance of 66.32 feet to a 1/2-inch iron rod with a plastic cap stamped "NKA" set for corner;
17. South 16°58'22" East, a distance of 38.39 feet to a 1/2-inch iron rod with a plastic cap stamped "NKA" set for corner;
18. South 28°50'56" West, a distance of 119.62 feet to a 1/2-inch iron rod with a plastic cap stamped "NKA" set for point of curvature;
19. in a southerly direction along a non-tangent curve turning to the right, having a radius of 50.00 feet, a chord South 22°12'48" East, 13.56', a central angle of 01°04'25", and an arc length of 14.53 feet to a 1/2-inch iron rod with a plastic cap stamped "NKA" set for corner;
20. North 78°49'57" East, a distance of 120.83 feet to a 1/2-inch iron rod with a plastic cap stamped "NKA" set for corner;
21. South 02°48'12" East, a distance of 105.95 feet to a 1/2-inch iron rod with a plastic cap stamped "NKA" set for corner;
22. South 18°50'50" West, a distance of 203.23 feet to a 1/2-inch iron rod with a plastic cap stamped "NKA" set for corner;
23. South 70°30'54" East, a distance of 70.95 feet to a 1/2-inch iron rod with a plastic cap stamped "NKA" set for point of curvature;
24. in a southerly direction along a tangent curve to the left, having a radius of 15.00 feet, a chord North 20°24'27" East, 13.16', a central angle of 02°01'12", and an arc length of 13.02 feet to a 1/2-inch iron rod with a plastic cap stamped "NKA" set for corner;
25. in a southerly direction along a reverse tangent curve turning to the right, having a radius of 26.00 feet, a chord South 32°30'04" East, 62.25', a central angle of 124°02'25", and an arc length of 89.33 feet to a 1/2-inch iron rod with a plastic cap stamped "NKA" set for corner;
26. in a southerly direction along a reverse tangent curve turning to the left, having a radius of 15.00 feet, a chord South 43°22'32" West, 13.16', a central angle of 02°01'12", and an arc length of 13.02 feet to a 1/2-inch iron rod with a plastic cap stamped "NKA" set for corner;
27. South 14°24'36" West, a distance of 139.84 feet to a 1/2-inch iron rod with a plastic cap stamped "NKA" set for corner;
28. in a southerly direction along a tangent curve to the right, having a radius of 625.00 feet, a chord of South 30°16'31" West, 141.16', a central angle of 10°19'00", and an arc length of 143.47 feet to a 1/2-inch iron rod with a plastic cap stamped "NKA" set for corner;
29. South 27°34'05" East, a distance of 336.64 feet to a 1/2-inch iron rod with a plastic cap stamped "NKA" set for point of curvature;
30. in a southerly direction along a tangent curve to the left, having a radius of 15.00 feet, a chord of South 01°23'20" West, 13.16', a central angle of 02°01'12", and an arc length of 13.02 feet to a 1/2-inch iron rod with a plastic cap stamped "NKA" set for corner;
31. in a southerly direction along a reverse tangent curve turning to the right, having a radius of 50.00 feet, a chord South 12°50'54" West, 60.07', a central angle of 11°24'27", and an arc length of 107.73 feet to a 1/2-inch iron rod with a plastic cap stamped "NKA" set for corner;
32. South 78°50'54" West, a distance of 141.31 feet to a 1/2-inch iron rod with a plastic cap stamped "NKA" set for corner;
33. South 49°32'15" West, a distance of 67.42 feet to a 1/2-inch iron rod with a plastic cap stamped "NKA" set for corner;
34. North 49°31'07" West, a distance of 103.62 feet to a 1/2-inch iron rod with a plastic cap stamped "NKA" set for point of curvature;
35. in a northerly direction along a non-tangent curve turning to the left, having a radius of 475.00 feet, a chord North 41°22'30" East, 20.42', a central angle of 03°32'59", and an arc length of 20.42 feet to a 1/2-inch iron rod with a plastic cap stamped "NKA" set for corner;
36. North 82°42'57" West, a distance of 110.86 feet to a 1/2-inch iron rod with a plastic cap stamped "NKA" set for corner;
37. North 02°25'54" West, a distance of 443.54 feet to a 1/2-inch iron rod with a plastic cap stamped "NKA" set for corner;
38. North 02°48'45" West, a distance of 103.66 feet to a 1/2-inch iron rod with a plastic cap stamped "NKA" set for corner;
39. North 02°25'54" West, a distance of 523.54 feet to a 1/2-inch iron rod with a plastic cap stamped "NKA" set for corner;
40. South 27°34'05" West, a distance of 465.65 feet to a 1/2-inch iron rod with a plastic cap stamped "NKA" set for corner;
41. North 02°25'54" West, a distance of 114.00 feet to a 1/2-inch iron rod with a plastic cap stamped "NKA" set for corner;

**THENCE**, North 27°34'05" East, a distance of 581.04 feet to the **POINT OF BEGINNING**, and containing 1,751.834 square feet or 41.135 acres of land in Travis County, Texas. The base of bearing for this description is the Texas State Plane Coordinate System 83rd Central Zone FPRS 4003 (NAD83). All distances are in feet and shown in U.S. Survey Feet. To convert grid distances to grid, apply the combined SURFACE to GRID scale factor of 0.999997045. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

**SURVEYOR**  
 KIMLEY-HORN AND ASSOCIATES, INC.  
 601 NW LOOP 410, SUITE 300  
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 PH: (210) 541-0198 FAX: (210) 541-8999  
 CONTACT: JOHN G. MOSIER, R.P.L.S.  
 TPPLS FIRM REGISTRATION NO. 10193973

**CIVIL ENGINEER**  
 KIMLEY-HORN AND ASSOCIATES, INC.  
 10614 JOLLYVILLE ROAD, AVALLON N, SUITE 200  
 AUSTIN, TEXAS 78759  
 TRS FIRM REGISTRATION NO. F-408  
 PH: (512) 418-1771 FAX: (512) 418-1791  
 CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

**OWNERS/DEVELOPER**  
 FORESTAR USA REAL ESTATE GROUP, INC.  
 A DELAWARE CORPORATION  
 10710 PECAN PARK BLVD, STE 100  
 AUSTIN, TEXAS 78736  
 CONTACT: JEFF SCOTT

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LOT TABLE		
LOT NO.	ACRES	SQ. FT.
BLOCK D LOT 27	0.166	7,282
BLOCK D LOT 28	0.184	8,023
BLOCK D LOT 29	0.248	10,863
BLOCK D LOT 30	0.245	10,843
BLOCK D LOT 31	0.215	9,794
BLOCK D LOT 32	0.218	9,817
BLOCK D LOT 33	0.217	9,844
BLOCK D LOT 34	0.226	9,844
BLOCK D LOT 35	0.296	11,131
BLOCK D LOT 36	0.198	8,853
BLOCK D LOT 37	0.187	8,143
BLOCK D LOT 38	0.172	7,900
BLOCK D LOT 39	0.200	8,702
BLOCK D LOT 40	0.179	7,890
BLOCK D LOT 41	0.179	7,890
BLOCK D LOT 42	0.209	9,088
BLOCK D LOT 43	0.200	8,733
BLOCK D LOT 44	0.241	10,479
BLOCK D LOT 45	0.278	12,161
BLOCK D LOT 46	0.369	16,679
BLOCK D LOT 47	0.385	16,742
BLOCK D LOT 48	0.387	17,549
BLOCK D LOT 49	0.230	10,375
BLOCK D LOT 50 - PAMMLAND	0.228	142,019
BLOCK D LOT 51	0.179	7,890
BLOCK D LOT 52	0.179	7,890
BLOCK D LOT 53	0.200	8,702
BLOCK D LOT 54	0.172	7,690
BLOCK D LOT 55	0.172	7,690
BLOCK D LOT 56	0.172	7,690
BLOCK D LOT 57	0.181	8,320
BLOCK D LOT 58	0.186	8,693
BLOCK D LOT 59	0.173	7,626
BLOCK D LOT 60 LANDSCAPE	0.045	1,966
BLOCK F LOT 21	0.212	9,215
BLOCK F LOT 22	0.190	8,532
BLOCK F LOT 23	0.143	6,290
BLOCK F LOT 24	0.143	6,290

LOT TABLE		
LOT NO.	ACRES	SQ. FT.
BLOCK F LOT 25	0.143	6,290
BLOCK F LOT 26	0.143	6,290
BLOCK F LOT 27	0.143	6,290
BLOCK F LOT 28	0.143	6,290
BLOCK F LOT 29	0.143	6,290
BLOCK F LOT 30	0.143	6,290
BLOCK F LOT 31	0.144	6,293
BLOCK F LOT 32	0.144	6,277
BLOCK F LOT 33	0.147	6,421
BLOCK F LOT 34	0.145	6,309
BLOCK F LOT 35	0.239	10,408
BLOCK F LOT 36	0.307	13,365
BLOCK F LOT 37	0.207	9,622
BLOCK F LOT 38	0.148	6,437
BLOCK F LOT 39	0.191	8,562
BLOCK F LOT 40	0.195	8,740
BLOCK F LOT 41	0.160	6,860
BLOCK F LOT 42	0.246	10,723
BLOCK F LOT 43	0.158	6,871
BLOCK F LOT 44	0.154	6,710
BLOCK F LOT 45	0.151	6,594
BLOCK F LOT 46 LANDSCAPE	0.045	1,866
BLOCK G LOT 1 LANDSCAPE	0.086	3,728
BLOCK G LOT 2	0.143	6,290
BLOCK G LOT 3	0.143	6,290
BLOCK G LOT 4	0.143	6,290
BLOCK G LOT 5	0.143	6,290
BLOCK G LOT 6	0.195	8,487
BLOCK G LOT 7	0.187	8,143
BLOCK G LOT 8	0.143	6,290
BLOCK G LOT 9	0.143	6,290
BLOCK G LOT 10	0.143	6,290
BLOCK G LOT 11	0.143	6,290
BLOCK G LOT 12	0.143	6,290
BLOCK G LOT 13	0.143	6,290
BLOCK G LOT 14	0.143	6,290
BLOCK G LOT 15	0.143	6,290
BLOCK G LOT 16	0.143	6,290
BLOCK G LOT 17	0.143	6,290
BLOCK G LOT 18	0.143	6,290
BLOCK G LOT 19	0.143	6,290
BLOCK G LOT 20	0.197	8,890
BLOCK G LOT 21	0.205	8,837
BLOCK G LOT 22	0.155	6,758
BLOCK G LOT 23	0.149	6,900
BLOCK G LOT 24	0.149	6,900
BLOCK G LOT 25	0.149	6,900
BLOCK G LOT 26	0.171	7,422
BLOCK G LOT 27	0.214	9,307
BLOCK G LOT 28	0.158	6,875

LOT TABLE		
LOT NO.	ACRES	SQ. FT.
BLOCK G LOT 18	0.158	6,875
BLOCK G LOT 19	0.158	6,875
BLOCK G LOT 20	0.158	6,875
BLOCK G LOT 21	0.158	6,875
BLOCK G LOT 22	0.309	9,898
BLOCK G LOT 23	0.217	9,443
BLOCK G LOT 24	0.164	7,150
BLOCK G LOT 25	0.164	7,150
BLOCK G LOT 26	0.179	7,800
BLOCK H LOT 1 LANDSCAPE	0.087	3,803
BLOCK H LOT 2	0.149	6,500
BLOCK H LOT 3	0.149	6,500
BLOCK H LOT 4	0.149	6,500
BLOCK H LOT 5	0.149	6,500
BLOCK H LOT 6	0.162	7,096
BLOCK H LOT 7	0.164	7,129
BLOCK H LOT 8	0.148	6,465
BLOCK H LOT 9	0.143	6,290
BLOCK H LOT 10	0.143	6,290
BLOCK H LOT 11	0.143	6,290
BLOCK H LOT 12	0.143	6,290
BLOCK H LOT 13	0.171	7,422
BLOCK H LOT 14	0.171	7,422
BLOCK H LOT 15	0.143	6,290
BLOCK H LOT 16	0.143	6,290
BLOCK H LOT 17	0.143	6,290
BLOCK H LOT 18	0.143	6,290
BLOCK H LOT 19	0.143	6,290
BLOCK H LOT 20	0.143	6,290
BLOCK H LOT 21	0.143	6,290
BLOCK H LOT 22	0.143	6,290
BLOCK H LOT 23	0.172	7,500
BLOCK H LOT 24	0.172	7,500
BLOCK H LOT 25	0.172	7,500
BLOCK H LOT 26	0.143	6,290
BLOCK H LOT 27	0.172	7,500
BLOCK J LOT 6	0.172	7,500
BLOCK J LOT 9	0.200	8,702
BLOCK J LOT 10	0.200	8,702
BLOCK J LOT 11	0.172	7,500
BLOCK J LOT 12	0.172	7,500
BLOCK J LOT 13	0.172	7,500
BLOCK J LOT 14	0.172	7,500
BLOCK J LOT 15	0.172	7,500
BLOCK J LOT 16	0.172	7,500
BLOCK J LOT 17	0.172	7,500
BLOCK J LOT 18	0.200	8,702
ROW	0.241	10,393

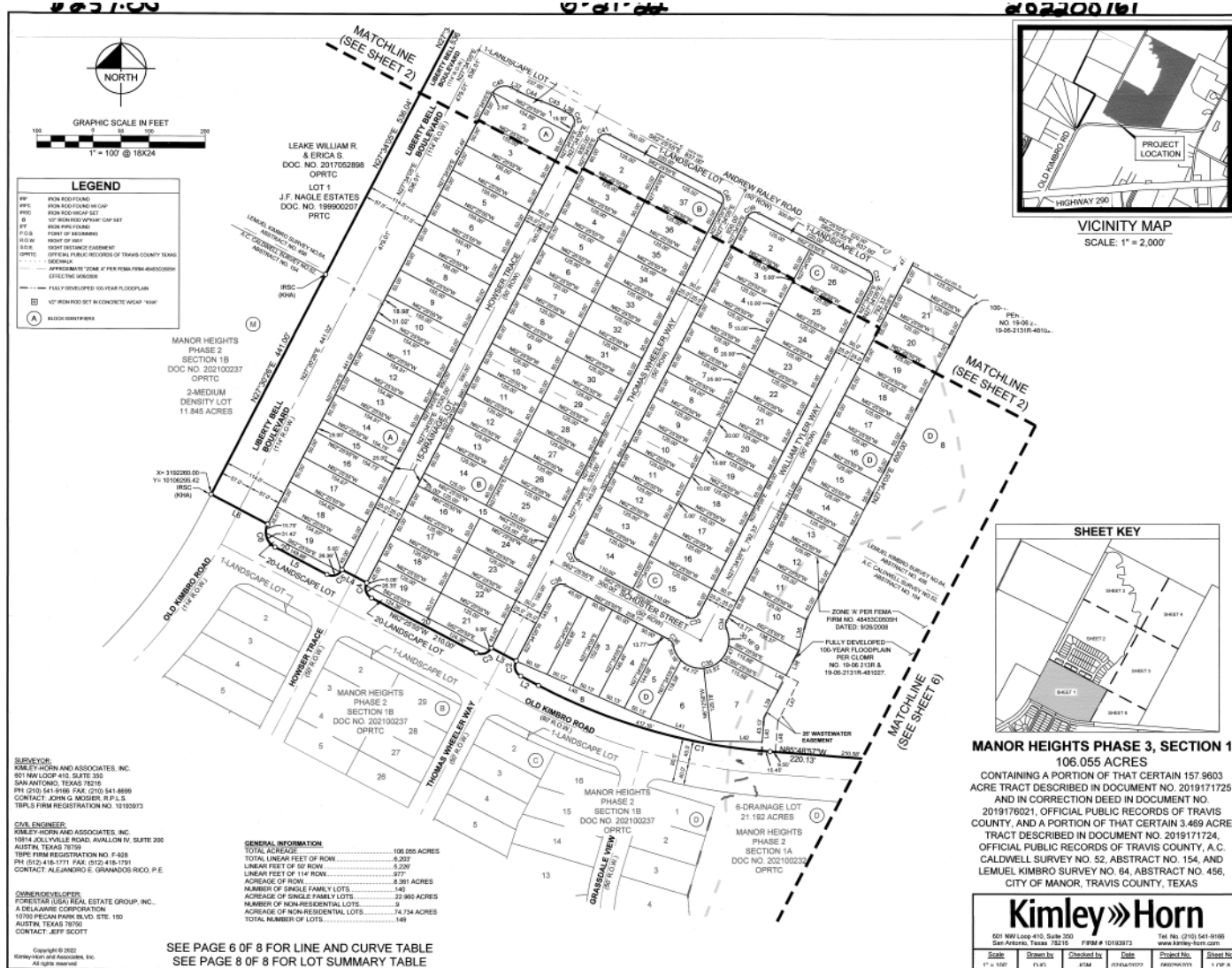
**MANOR HEIGHTS PHASE 3, SECTION 2  
 41.135 ACRES**

CONTAINING A PORTION OF LOT 2 OF J.F. NAGLE ESTATES, PLAT OF WHICH IS RECORDED IN DOCUMENT NO. 19990202, PLAT RECORDS OF TRAVIS COUNTY, AND CONVEYED IN DOCUMENT NUMBER 201917620, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, ALSO CONTAINING A PORTION OF THAT CERTAIN 157,960.3 ACRE TRACT DESCRIBED IN DOCUMENT NO. 201917125, CORRECTED IN DOCUMENT NO. 201917021, AND A PORTION OF THAT CERTAIN 3,469 ACRE TRACT RECORDED IN DOCUMENT 2019171724. ALL RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY; OUT OF THE LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS

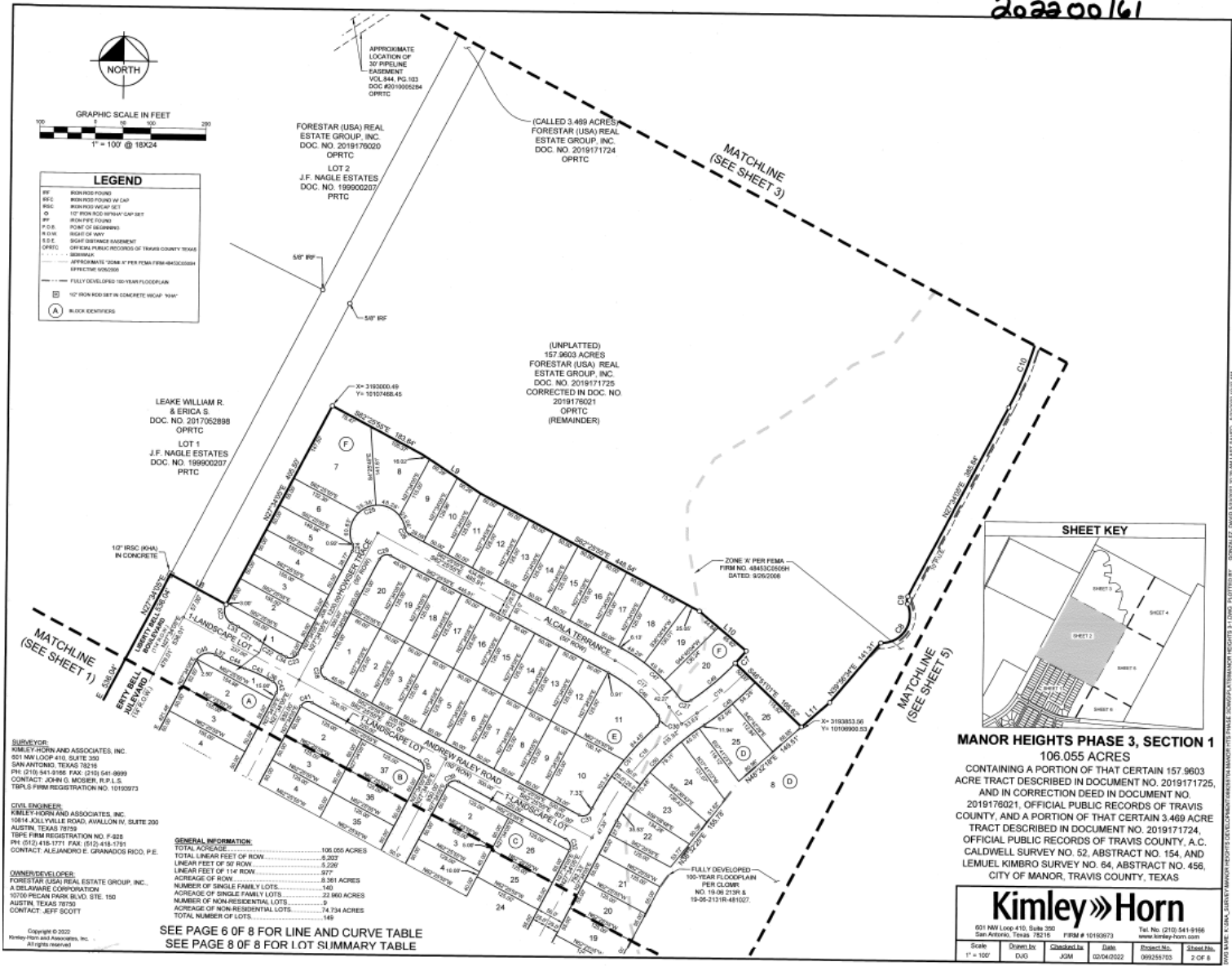
**Kimley»Horn**  
 601 NW LOOP 410, Suite 300, San Antonio, Texas 78216  
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 FIRM # 10193973 www.kimley-horn.com

Status	Drawn By	Checked by	Date	Project No.	Sheet No.
1" = 100'	DJG	JGM	10/30/2023	066562704	4 OF 4

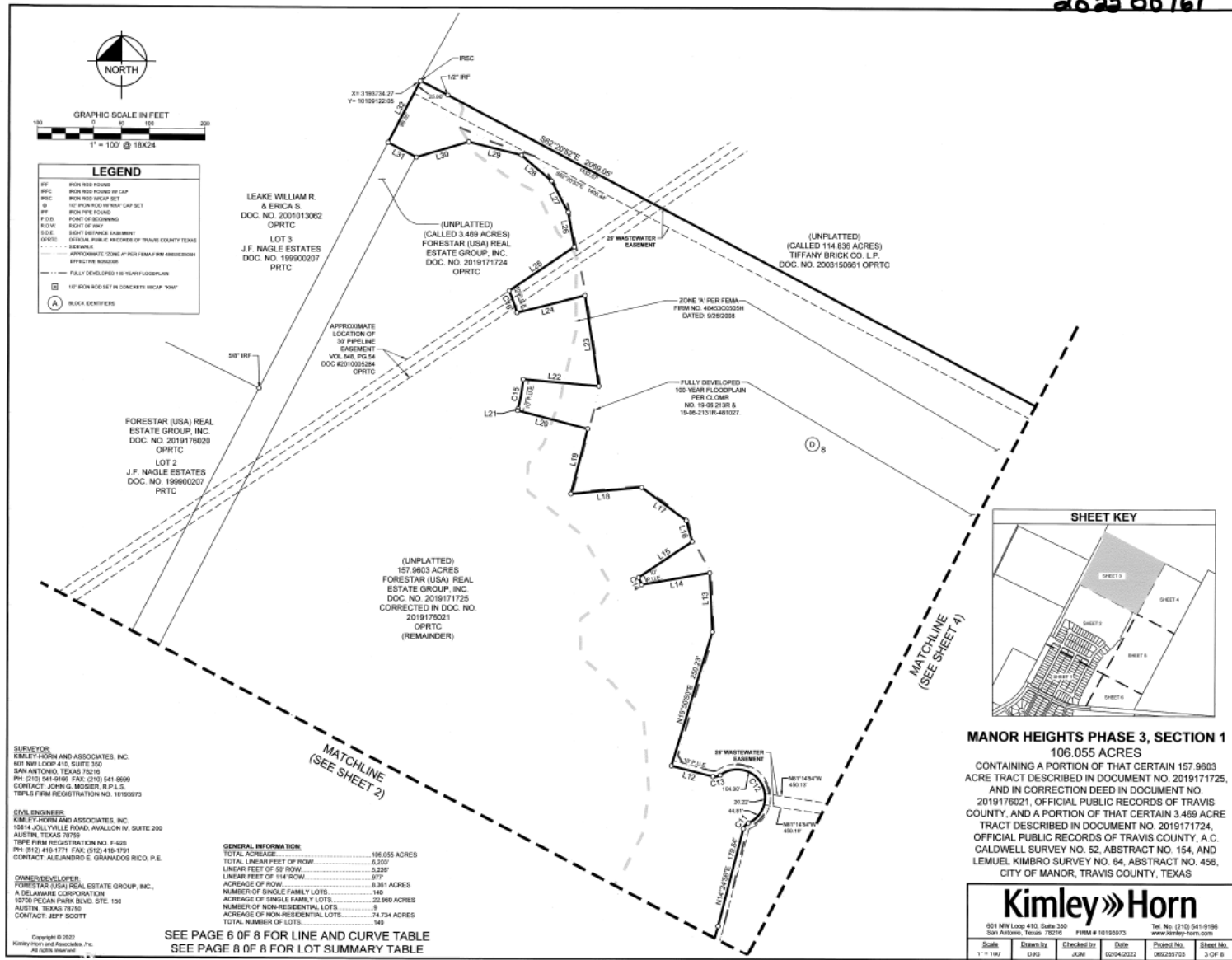
**EXHIBIT A-7 – PHASE 3 SECTION 2 FINAL PLAT**

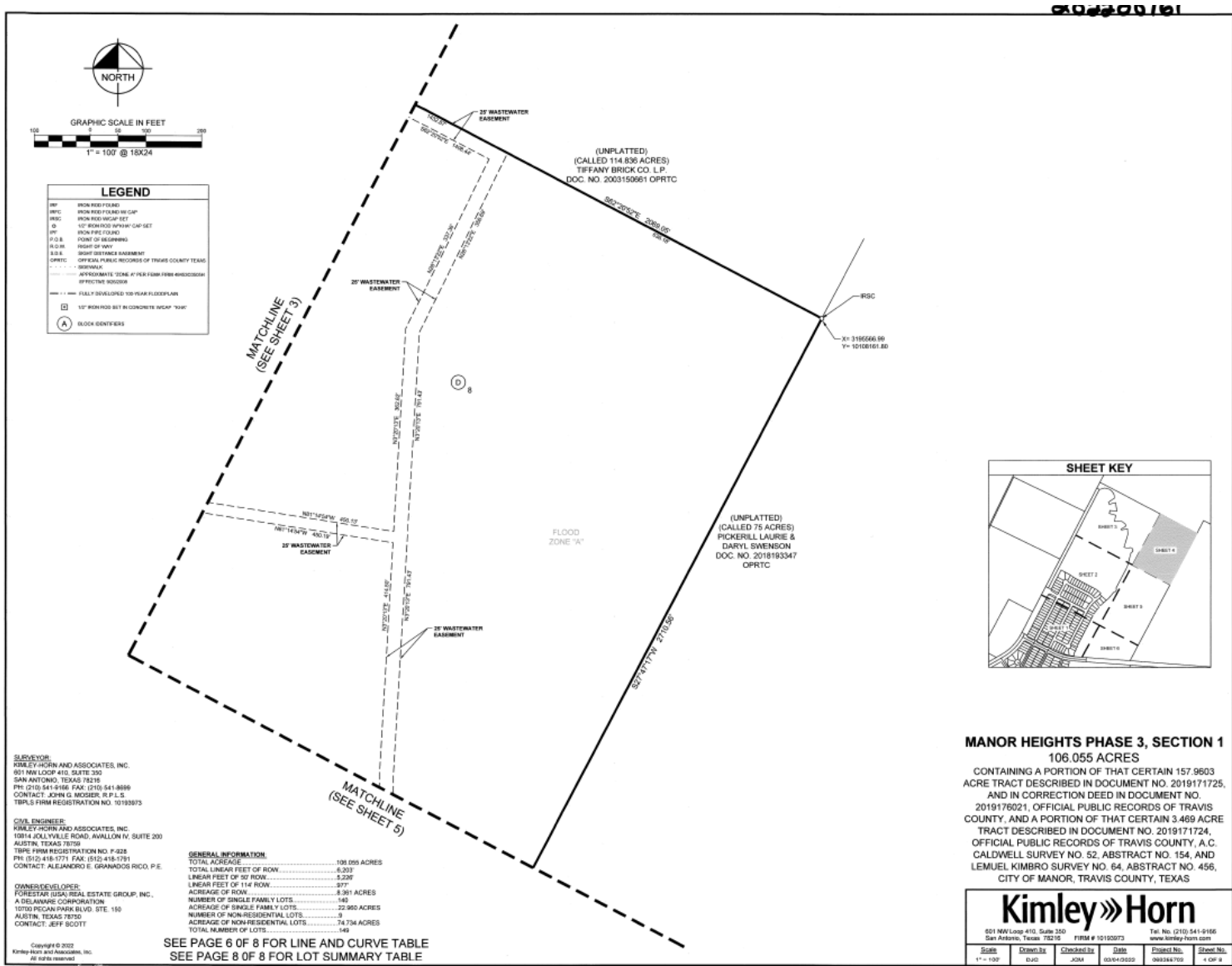


2022 00 161



2022 00 161





**SUPERVISOR:**  
 HOLEY HORN AND ASSOCIATES, INC.  
 651 HW LOOP 410, SUITE 300  
 SAN ANTONIO, TEXAS 78216  
 PH: (210) 541-9166 FAX: (210) 541-8899  
 CONTACT: JOHN G. MOSSER, R.P.L.S.  
 TPLS FIRM REGISTRATION NO. 10193973

**CIVIL ENGINEER:**  
 HOLEY HORN AND ASSOCIATES, INC.  
 10914 JOLLYVILLE ROAD, AVALLON IV, SUITE 200  
 AUSTIN, TEXAS 78758  
 TPLS FIRM REGISTRATION NO. F-222  
 PH: (512) 418-1771 FAX: (512) 418-1791  
 CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

**OWNER/DEVELOPER:**  
 FORTSTAR EQUITY REAL ESTATE GROUP, INC.  
 A BELMONT CORPORATION  
 10700 PECAN PARK BLVD, STE. 150  
 AUSTIN, TEXAS 78750  
 CONTACT: JEFF SCOTT

**GENERAL INFORMATION**

TOTAL ACRES	106.055 ACRES
TOTAL LINEAR FEET OF BOUNDARY	6,203
LINEAR FEET OF 50' ROW	5,230
LINEAR FEET OF 114' ROW	377
ACREAGE OF ROW	8.961 ACRES
NUMBER OF SINGLE FAMILY LOTS	143
ACREAGE OF SINGLE FAMILY LOTS	22.960 ACRES
NUMBER OF NON-RESIDENTIAL LOTS	9
ACREAGE OF NON-RESIDENTIAL LOTS	74.734 ACRES
TOTAL NUMBER OF LOTS	149

SEE PAGE 6 OF 8 FOR LINE AND CURVE TABLE  
 SEE PAGE 8 OF 8 FOR LOT SUMMARY TABLE

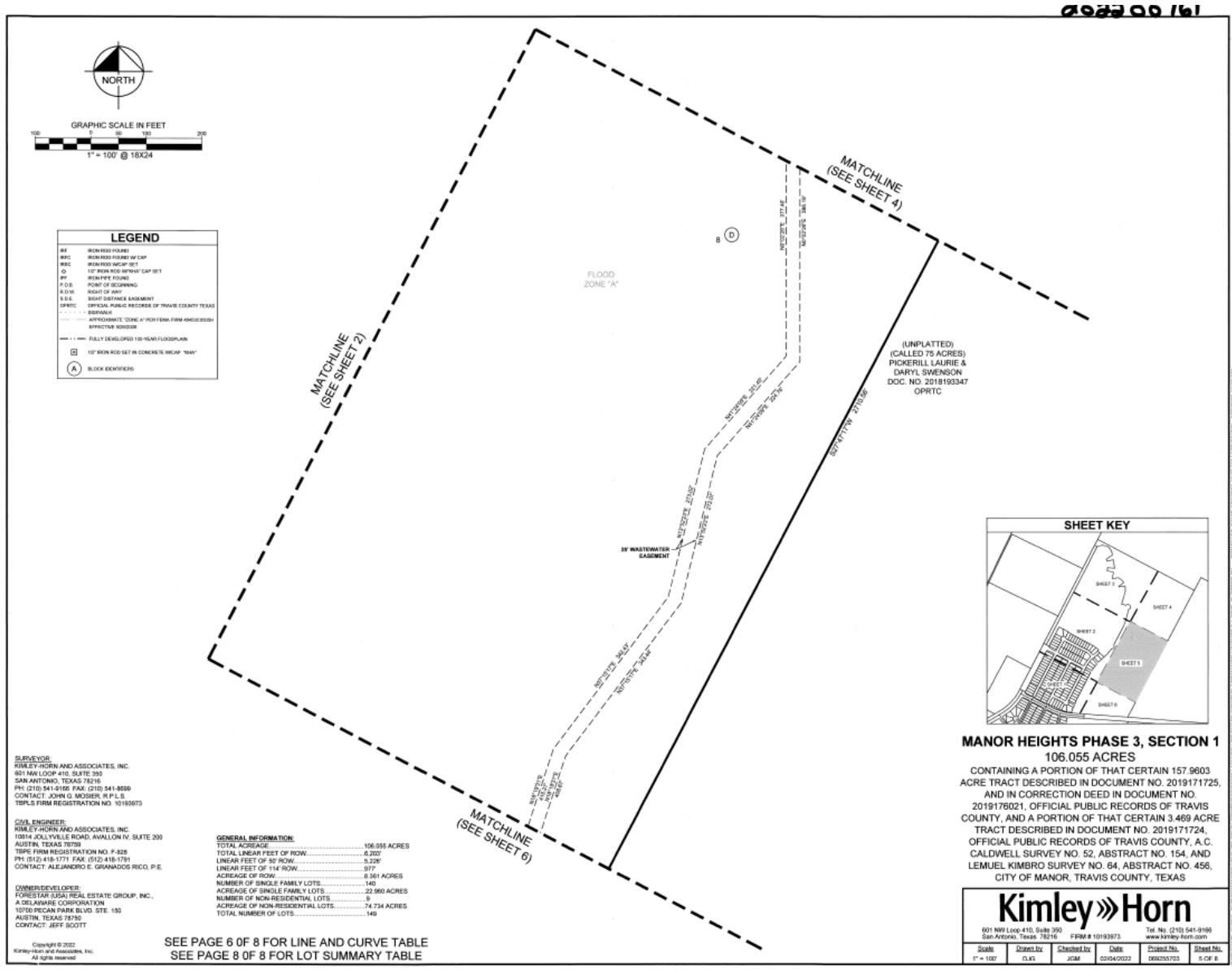
**MANOR HEIGHTS PHASE 3, SECTION 1**  
 106.055 ACRES  
 CONTAINING A PORTION OF THAT CERTAIN 157.9603  
 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2019171725,  
 AND IN CORRECTION DEED IN DOCUMENT NO.  
 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS  
 COUNTY, AND A PORTION OF THAT CERTAIN 3.469 ACRE  
 TRACT DESCRIBED IN DOCUMENT NO. 2019171724,  
 OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, A.C.  
 CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, AND  
 LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456,  
 CITY OF MANOR, TRAVIS COUNTY, TEXAS

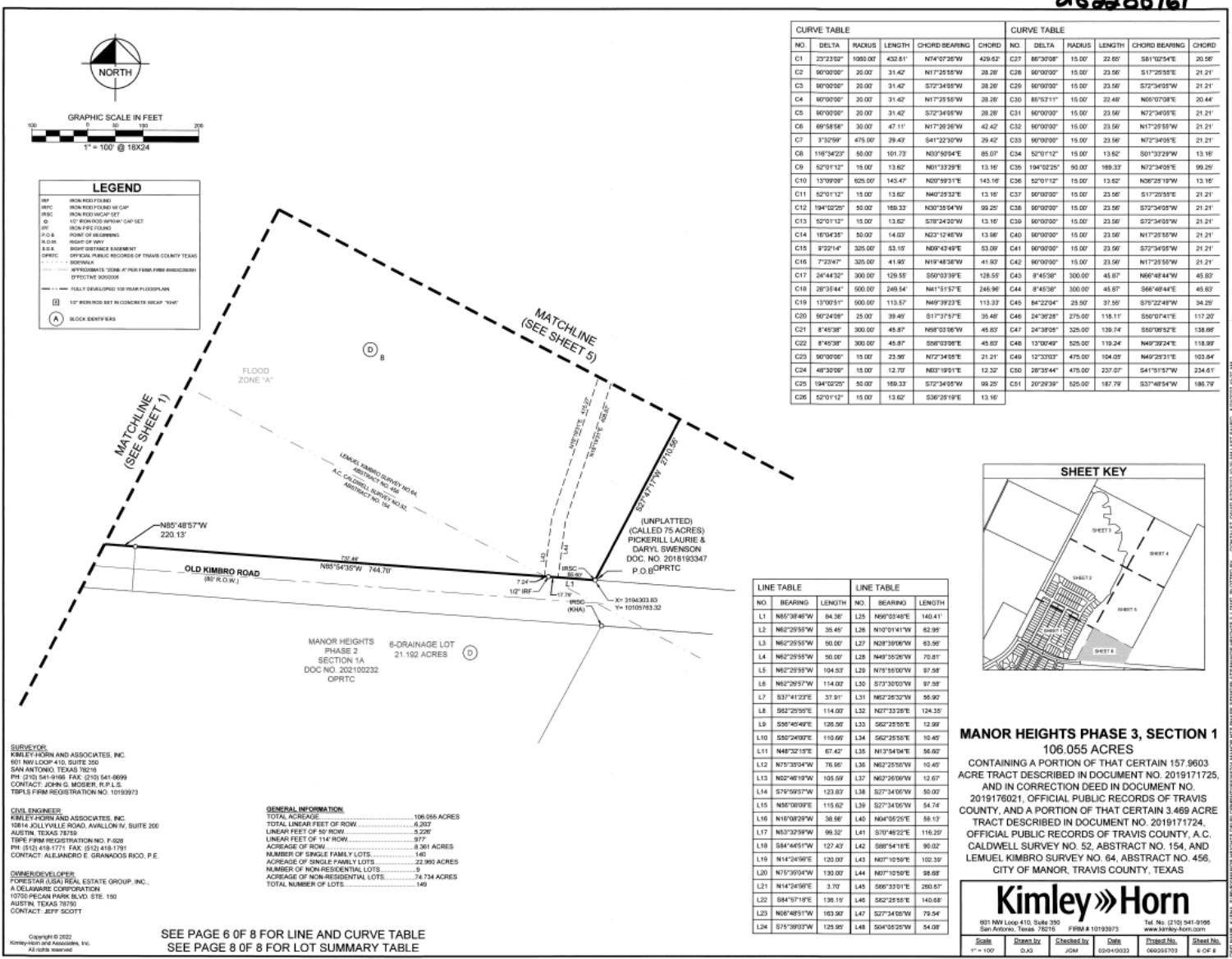
**Kimley-Horn**

601 HW Loop 410, Suite 300  
 San Antonio, Texas 78216  
 Tel: No. (210) 541-9166  
 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	DJS	JOM	05/04/2023	089284709	4 OF 8







**LEGEND**

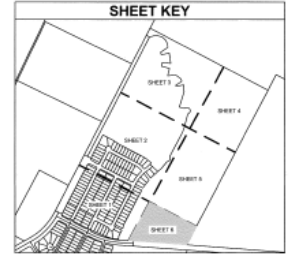
- IRP IRON PIPE FOUND
- IRPC IRON PIPE FOUND W/ CAP
- IRSC IRON ROD W/ CAP SET
- ID 12" IRON ROD W/ CAP SET
- J-C.A. JOINT OF SEWERING
- IP IRON PIPE FOUND
- J-C.A. JOINT OF SEWERING
- R.O.W. RIGHT OF WAY
- S.E.A. SEWER EASEMENT
- OPRTC OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS
- S.E.A. SEWER EASEMENT
- IRP IRON PIPE FOUND
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- R.O.W. RIGHT OF WAY
- S.E.A. SEWER EASEMENT
- OPRTC OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS
- S.E.A. SEWER EASEMENT

**CURVE TABLE**

NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD	NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	23°22'02"	1090.07	432.61'	N74°07'26"W	432.61'	C27	86°37'08"	15.00	22.67	S61°02'54"E	20.50
C2	90°00'00"	25.00	31.42	N17°25'55"W	28.26	C28	90°00'00"	15.00	23.56	S17°29'55"E	21.21
C3	90°00'00"	25.00	31.42	S72°34'05"W	28.26	C29	90°00'00"	15.00	23.56	S72°34'05"W	21.21
C4	90°00'00"	25.00	31.42	N17°25'55"W	28.26	C30	86°53'11"	15.00	22.48	N65°07'08"E	20.44
C5	90°00'00"	25.00	31.42	S72°34'05"W	28.26	C31	90°00'00"	15.00	23.56	N72°34'05"E	21.21
C6	89°58'58"	30.00	47.11'	N17°28'26"W	42.42	C32	90°00'00"	15.00	23.56	N17°29'55"W	21.21
C7	3°52'59"	475.00	28.42	S41°22'30"W	29.42	C33	90°00'00"	15.00	23.56	N72°34'05"E	21.21
C8	118°34'22"	50.00	101.73	N57°50'04"E	85.07	C34	52°01'12"	15.00	13.62	S01°32'28"W	13.16
C9	52°01'12"	15.00	13.62	N01°32'29"E	13.16	C35	194°02'25"	50.00	189.33	N72°34'05"E	90.29
C10	13°39'08"	826.00	143.47'	N03°58'31"E	143.16	C36	52°01'12"	15.00	13.62	N06°28'19"W	13.16
C11	52°01'12"	15.00	13.62	N40°25'32"E	13.16	C37	90°00'00"	15.00	23.56	S17°29'55"E	21.21
C12	194°02'25"	50.00	189.33	N03°34'04"W	99.29	C38	90°00'00"	15.00	23.56	S72°34'05"W	21.21
C13	52°01'12"	15.00	13.62	S73°34'20"W	13.16	C39	90°00'00"	15.00	23.56	S72°34'05"W	21.21
C14	18°04'38"	50.00	14.00	N03°12'46"W	13.98	C40	90°00'00"	15.00	23.56	N17°29'55"W	21.21
C15	9°22'14"	325.00	33.10'	N09°43'49"E	53.09	C41	90°00'00"	15.00	23.56	S72°34'05"W	21.21
C16	7°22'47"	325.00	41.80'	N19°48'38"W	41.92	C42	90°00'00"	15.00	23.56	N17°29'55"W	21.21
C17	24°44'32"	300.00	129.55	S50°33'39"E	128.55	C43	8°45'00"	300.00	48.87	N69°48'44"W	45.87
C18	28°38'44"	500.00	248.64	N41°15'15"E	248.99	C44	8°45'00"	300.00	48.87	S68°48'44"E	45.87
C19	13°00'51"	600.00	113.57'	N49°39'23"E	113.33	C45	64°22'04"	25.00	37.50	S19°22'49"W	34.29
C20	60°24'09"	25.00	39.49	S17°37'53"E	35.48	C46	24°38'28"	275.00	118.11	S50°07'41"E	117.20
C21	8°49'38"	300.00	45.87'	N68°03'06"W	45.83	C47	24°38'05"	325.00	130.14	S50°08'52"E	138.99
C22	8°49'38"	300.00	45.87'	S68°03'06"E	45.83	C48	17°00'49"	525.00	119.24	N49°39'24"E	118.99
C23	90°00'00"	15.00	23.59	N72°34'05"W	21.21	C49	12°33'03"	475.00	104.03	N49°29'13"E	103.64
C24	48°30'06"	15.00	12.70	N03°18'01"E	12.32	C50	28°33'44"	475.00	237.07	S41°15'13"W	234.61
C25	194°02'25"	50.00	189.33	S72°34'05"W	99.29	C51	20°29'39"	525.00	187.79	S33°48'54"W	186.79
C26	52°01'12"	15.00	13.62	S36°28'19"E	13.16						

**LINE TABLE**

NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	N65°38'46"W	64.36'	L25	N69°03'48"E	140.41'
L2	N62°29'55"W	35.45'	L26	N10°01'41"W	62.95'
L3	N62°29'55"W	50.00'	L27	N02°38'06"W	63.59'
L4	N62°29'55"W	50.00'	L28	N49°35'26"W	70.81'
L5	N62°29'55"W	104.52'	L29	N19°55'00"W	97.58'
L6	N62°29'55"W	114.02'	L30	S73°30'03"W	97.58'
L7	S37°41'22"E	37.61'	L31	N62°28'32"W	55.90'
L8	S62°29'55"E	114.02'	L32	N07°33'29"E	124.35'
L9	S56°45'48"E	128.59'	L33	S62°29'55"E	12.99'
L10	S50°24'03"E	119.69'	L34	S62°29'55"E	10.40'
L11	N48°32'15"E	87.42'	L35	N13°54'04"E	56.60'
L12	N75°29'04"W	76.96'	L36	N62°29'55"W	10.40'
L13	N02°46'19"W	105.59'	L37	N62°29'55"W	12.67'
L14	S79°59'57"W	123.63'	L38	S27°34'05"W	50.00'
L15	N08°08'09"E	115.62'	L39	S27°34'05"W	54.74'
L16	N16°08'29"W	58.86'	L40	N04°58'25"E	58.13'
L17	N63°32'59"W	99.32'	L41	S10°48'22"E	116.20'
L18	S84°48'51"W	127.43'	L42	S88°54'18"E	90.02'
L19	N14°24'59"E	120.03'	L43	N07°10'59"E	102.33'
L20	N19°39'04"W	130.03'	L44	N07°10'59"E	98.68'
L21	N14°24'59"E	3.70'	L45	S89°31'01"E	260.67'
L22	S84°51'18"E	138.19'	L46	S62°29'55"E	140.68'
L23	N08°48'51"W	183.99'	L47	S27°34'05"W	79.54'
L24	S79°59'03"W	129.90'	L48	S48°58'25"W	54.00'



**MANOR HEIGHTS PHASE 3, SECTION 1**  
**106.055 ACRES**  
 CONTAINING A PORTION OF THAT CERTAIN 157.9603  
 ACRE TRACT DESCRIBED IN DOCUMENT NO. 201917122,  
 AND IN CORRECTION DEED IN DOCUMENT NO.  
 2019178021, OFFICIAL PUBLIC RECORDS OF TRAVIS  
 COUNTY, AND A PORTION OF THAT CERTAIN 3.468 ACRE  
 TRACT DESCRIBED IN DOCUMENT NO. 2019171724,  
 OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, A.C.  
 CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, AND  
 LEMUEL KIMBRO SURVEY NO. 64, ABSTRACT NO. 456,  
 CITY OF MANOR, TRAVIS COUNTY, TEXAS

**Kimley-Horn**  
 901 NW Loop 410, Suite 230  
 San Antonio, Texas 78210  
 FIRM # 10193973  
 TEL # (210) 541-9195  
 WWW.KHENGINEERS.COM

Scale: 1" = 100'  
 Drawn by: DJG  
 Checked by: JGM  
 Date: 03/04/2023  
 Sheet No.: 4 OF 8

SEE PAGE 6 OF 8 FOR LINE AND CURVE TABLE  
 SEE PAGE 8 OF 8 FOR LOT SUMMARY TABLE

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

WHEREAS, FORESTAR USA REAL ESTATE GROUP INC., A DELAWARE CORPORATION, THE OWNER OF 106.055 ACRES TRACT LOCATED IN THE A.C. CALDWELL SURVEY NUMBER 52, ABSTRACT NUMBER 154, AND THE LEMUEL KIMBRO SURVEY NO. 54, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS, CONTAINING A PORTION OF THAT CERTAIN 157,9603 ACRES TRACT DESCRIBED IN DOCUMENT NO. 201917124, CORRECTED DOCUMENT NO. 201917125, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND A PORTION OF THAT CERTAIN 3,469 ACRES TRACT DESCRIBED IN DOCUMENT NO. 201917124, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND DO HEREBY SUBDIVIDE SAID, HAVING BEEN APPROVED FOR SUBDIVISION PURSUANT TO THE PUBLIC NOTIFICATION AND HEARING PROVISIONS 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 "MANOR HEIGHTS PHASE 3, SECTION 1" OF THE CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY SUBDIVIDES SAID 106.055 ACRES OF LAND OF SAID IN ACCORDANCE WITH THE ATTACHED MAP OR PLAN TO BE KNOWN AS "MANOR HEIGHTS PHASE 3, SECTION 1" AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND PUBLIC EASEMENTS THEREON SHOWN FOR THE PURPOSED AND CONSIDERATION THEREIN EXPRESSED, SUBJECT TO ANY EASEMENT OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS MAY 25 DAY OF 2022

BY: *Jeff Scott*  
FORESTAR USA REAL ESTATE GROUP INC.,  
A DELAWARE CORPORATION  
10700 PECAN PARK BLVD. STE. 150  
AUSTIN, TEXAS 78750  
JEFF SCOTT

THE STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Jeff Scott KNOWN TO ME TO BE THE PERSON OF AGENT WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 25<sup>th</sup> DAY OF MAY, 2022

*Anna Orlan Linder*  
NOTARY PUBLIC  
NOTARY REGISTRATION NUMBER: 31429841  
MY COMMISSION EXPIRES: 1-2-23  
COUNTY OF WILLIAMSON  
THE STATE OF TEXAS

STATE OF TEXAS §  
COUNTY OF TRAVIS §

I, ALEJANDRO E. GRANADOS RICO, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAN IS FEASIBLE FROM AN ENGINEERING STAND POINT AND COMPLIES WITH THE ENGINEERING RELATED PORTION OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE, AND IS TRUE, AND CORRECT TO THE BEST OF MY KNOWLEDGE.

THIS SITE IS LOCATED IN THE COTTOMWOOD CREEK WATERSHED.

A PORTION OF THIS SITE LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 484320504, EFFECTIVE DATE SEPTEMBER 26, 2004, TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

*Alfredo E. Granados Rico*  
ALEJANDRO E. GRANADOS RICO, P.E.  
REGISTERED PROFESSIONAL ENGINEER NO. 130084  
KIMLEY-HORN AND ASSOCIATES, INC.  
15814 JOLLVILLE ROAD  
ANULON IV, SUITE 200  
AUSTIN, TEXAS 78759

STATE OF TEXAS §  
COUNTY OF BEXAR §

I, JOHN G. MOSIER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS 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.

*John G. Mosier* 5-23-2022  
JOHN G. MOSIER  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 8330 - STATE OF TEXAS  
601 NW LOOP #10, SUITE 300  
SAN ANTONIO, TEXAS 78216  
PH: 210-321-3422  
jgm@mosierandhorns.com

SURVEYOR'S NOTES:  
1. THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRS, CENTRAL ZONE 179S-423S (MADIS), AS DETERMINED BY THE GDAAL POSITIONING SYSTEM (GPS).  
2. ALL DISTANCES SHOWN HEREON ARE ON THE SURFACE. THE COMBINED SURFACE TO GRID SCALE FACTOR FOR THE PROJECT IS 0.999997643. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.  
3. ALL PROPERTY CORNERS OF THE LOTS IN THIS SUBDIVISION WILL BE MONUMENTED BY IRON LOTS SALES AND AFTER ROAD CONSTRUCTION WITH A 6" (152.4MM) IRON PIPED WITH RED PLASTIC CAP STAMPEDED YEAR, UNLESS OTHERWISE NOTED.

GENERAL NOTES:  
1. PROPERTY OWNERS OF THE LOTS ON WHICH THE PUBLIC UTILITY EASEMENT OR THE UNDERGROUND STORM WATER DRAINAGE FACILITIES EASEMENT ARE LOCATED AS SHOWN ON THIS 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.  
2. A 10' PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET RIGHTS OF WAY.  
3. PUBLIC SIDEWALKS BUILT TO CITY OF MANOR STANDARDS, ARE REQUIRED ALONG ALL STREETS WITHIN THIS SUBDIVISION. THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE ADJOINING LOT BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY BUILDING PERMITS OR UTILITY CONNECTIONS BY THE GOVERNING BODY OF THE UTILITY COMPANY.  
4. DRAINWAY AND DRAINAGE CONSTRUCTION STANDARDS SHALL BE IN ACCORDANCE WITH THE REQUIREMENT OF THE CITY OF MANOR STANDARDS UNLESS OTHERWISE SPECIFIED AND APPROVED BY THE CITY OF MANOR.  
5. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO THE CITY OF MANOR WATER AND WASTEWATER SYSTEM.  
6. NO BUILDINGS SHALL BE CONSTRUCTED OR MAINTAINED WITHIN THE PUBLIC UTILITIES EASEMENTS OR THE UNDERGROUND STORM WATER FACILITIES EASEMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF MANOR. THE CITY OF MANOR IS NOT RESPONSIBLE FOR THE DAMAGE TO OR REPLACING ANY PORTIONS OF ANY FENCING, LANDSCAPING OR OTHER IMPROVEMENTS CONSTRUCTED WITHIN ANY OF SUCH EASEMENTS WHICH WERE NOT APPROVED BY THE CITY OF MANOR BEFORE THEIR CONSTRUCTION DUE TO THE NECESSARY AND CUSTOMARY WORK BY THE CITY OF MANOR IN REPAIRING, MAINTAINING, OR REPLACING THE UNDERGROUND PIPES AND RELATED FACILITIES WITHIN SUCH EASEMENTS.  
7. ALL STREETS, DRAINAGE IMPROVEMENTS, SIDEWALKS, WATER AND WASTEWATER LINES, AND EROSION CONTROLS SHALL BE CONSTRUCTED AND INSTALLED TO CITY OF MANOR STANDARDS.  
8. EROSION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON INDIVIDUAL LOTS, INCLUDING DETACHED SINGLE FAMILY IN ACCORDANCE WITH SECTION 1.4.8 OF THE CITY OF AUSTIN ENVIRONMENTAL CRITERIA MANUAL, FEBRUARY 20, 2020.  
9. ALL STREETS IN THE SUBDIVISION SHALL BE CONSTRUCTED TO CITY OF MANOR URBAN STREET STANDARDS. ALL STREETS WILL BE CONSTRUCTED WITH CURB AND GUTTER.  
10. PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF MANOR.  
11. THE SUBDIVISION OWNER/DEVELOPER AS IDENTIFIED ON THIS PLAN IS RESPONSIBLE FOR POSTING FISCAL SURETY FOR THE CONSTRUCTION OF ALL SIDEWALKS AS SHOWN OR LISTED ON THE MANOR HEIGHTS PHASE 3 SECTION 1 FINAL PLAN, WHETHER INSTALLED BY THE OWNER/DEVELOPER OR BY AN INDIVIDUAL CONTRACTOR. IT IS THE RESPONSIBILITY OF THE OWNER/DEVELOPER TO ENSURE ALL SIDEWALKS ARE ADA COMPLIANT UNLESS A WAIVER HAS BEEN GRANTED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION.  
12. THE BUILDING SETBACK LINES SHALL COMPLY WITH THE APPROVED MANOR HEIGHTS PUD (ORDINANCE NO. 534) AND ARE AS FOLLOWS: (SEE TYPICAL SETBACK DETAIL)  
FRONT YARD - 30'  
REAR YARD - 10'  
SIDE YARD - 5'  
STREET SIDE YARD - 10'  
13. THE HOME OWNERS ASSOCIATION, AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HOA") SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL NON-RESIDENTIAL LOTS THAT ARE DEDICATED TO THE HOA.  
14. PER THE APPROVED MANOR HEIGHTS PUD, MINIMUM SINGLE-FAMILY RESIDENTIAL LOT SHALL BE 6200 SQ.FT. WITHIN PUD-SP-1 AND 3500 SQ.FT. WITHIN PUD-MEDIUM DENSITY. THE MINIMUM HOME SIZES SHALL COMPLY WITH THOSE SET FORTH IN THE MANOR HEIGHTS PUD OF 1500 SQ.FT.  
15. LOT 8, BLOCK D, DRAINAGE LOT IS DEDICATED TO THE CITY OF MANOR, TEXAS. THE HOMEOWNER ASSOCIATION AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HOA") SHALL BE RESPONSIBLE FOR MAINTENANCE OF LOT 8, BLOCK D, DRAINAGE LOT. IN ACCORDANCE WITH THAT CERTAIN DEVELOPMENT AGREEMENT (MANOR HEIGHTS) DATED EFFECTIVE NOVEMBER 7, 2016 AS AMENDED (THE "DEVELOPMENT AGREEMENT") AND SHALL ENTER INTO A LICENSE AGREEMENT WITH THE CITY IN SUBSTANTIALLY THE FORM PROVIDED IN THE DEVELOPMENT AGREEMENT. THE CITY SHALL BE RESPONSIBLE FOR MAINTENANCE OF LOT 8, BLOCK D, DRAINAGE LOT, UPON TERMINATION OF THE LICENSE AGREEMENT OR THE TERMINATION OF THE MAINTENANCE PERIOD PROVIDED IN THE DEVELOPMENT AGREEMENT, WHICHEVER IS LONGER.  
16. LOT 1, BLOCK A, LANDSCAPE LOT, LOT 11, BLOCK A, DRAINAGE LOT, LOT 20, BLOCK A, LANDSCAPE LOT, LOT 1, BLOCK B, LANDSCAPE LOT, LOT 11, BLOCK B, DRAINAGE LOT, LOT 20, BLOCK B, LANDSCAPE LOT, LOT 1, BLOCK C, LANDSCAPE LOT, AND LOT 1, BLOCK C, LANDSCAPE LOT ARE TO BE DEDICATED TO THE HOMEOWNER ASSOCIATION. THE HOMEOWNER ASSOCIATION AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HOA") SHALL BE RESPONSIBLE FOR MOWING AND MAINTAINING LANDSCAPING IN THE DRAINAGE LOTS.  
17. ACCESS TO NON-RESIDENTIAL LOTS SHALL BE PROVIDED TO THE CITY WHERE MAINTENANCE IS REQUIRED TO BE PERFORMED BY THE CITY IN ACCORDANCE WITH THAT CERTAIN DEVELOPMENT AGREEMENT (MANOR HEIGHTS) DATED EFFECTIVE NOVEMBER 7, 2016, AS AMENDED.

STANDARD STREET CORNER  
BUILDING PAD  
REAR YARD SETBACK-10'  
FRONT YARD SETBACK-30'  
SIDE YARD SETBACK-5'  
STREET SIDE YARD SETBACK-10'  
TYPICAL SETBACK DETAIL  
NOT TO SCALE

CITY OF MANOR ACKNOWLEDGMENTS  
THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF MANOR CORPORATE CITY LIMITS AS OF THIS DATE, 14<sup>th</sup> DAY OF June, 2022.  
ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, ON THIS DATE, 11<sup>th</sup> DAY OF July, 2022.

APPROVED: *Julie Leonard*  
JULIE LEONARD, CLERK  
ATTEST: *Lluvia T. Almaraz*  
LLUVIA T. ALMARAZ, CITY SECRETARY

ACCEPTED AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, ON THIS DATE, 11<sup>th</sup> DAY OF July, 2022.

APPROVED: *Dr. Christopher Harnish*  
DR. CHRISTOPHER HARNISH, MAYOR  
ATTEST: *Lluvia T. Almaraz*  
LLUVIA T. ALMARAZ, CITY SECRETARY

CITY OF MANOR TEXAS

COUNTY OF TRAVIS  
STATE OF TEXAS  
KNOW ALL MEN BY THESE PRESENTS:  
I, REBECCA GUERRERO, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DATE 25<sup>th</sup> DAY OF June, 2022 AT 10:00 O'CLOCK AM DULY RECORDED ON THE DAY OF RECORD OF June, 2022 AT 10:00 O'CLOCK AM.  
IN THE PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER 202206061 OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS.  
WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 25<sup>th</sup> DAY OF June, 2022.

REBECCA GUERRERO, COUNTY CLERK, TRAVIS COUNTY, TEXAS.  
BY: *T. Perez*  
T. PEREZ  
DEPUTY

MANOR HEIGHTS PHASE 3, SECTION 1  
106.055 ACRES  
CONTAINING A PORTION OF THAT CERTAIN 157,9603 ACRES TRACT DESCRIBED IN DOCUMENT NO. 201917125, AND IN CORRECTION DEED IN DOCUMENT NO. 2019176021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND A PORTION OF THAT CERTAIN 3,469 ACRES TRACT DESCRIBED IN DOCUMENT NO. 201917124, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, AND LEMUEL KIMBRO SURVEY NO. 54, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS

SURVEYOR:  
KIMLEY-HORN AND ASSOCIATES, INC.  
601 NW LOOP #10, SUITE 300  
SAN ANTONIO, TEXAS 78216  
PH: (210) 541-8956 FAX: (210) 541-8939  
CONTACT: JOHN G. MOSIER, R.P.L.S.  
TBLPS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER:  
KIMLEY-HORN AND ASSOCIATES, INC.  
10814 JOLLVILLE ROAD, ANULON IV, SUITE 200  
AUSTIN, TEXAS 78759  
TBLPS FIRM REGISTRATION NO. F-428  
PH: (512) 418-1771 FAX: (512) 418-1791  
CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

OWNER/DEVELOPER:  
FORESTAR (USA) REAL ESTATE GROUP, INC.,  
A DELAWARE CORPORATION  
10700 PECAN PARK BLVD. STE. 150  
AUSTIN, TEXAS 78750  
CONTACT: JEFF SCOTT

Sheet No.	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CLC	JGM	07/01/2022	202206061	7 OF 8

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A METES AND BOUNDS DESCRIPTION OF A 106.666 ACRE TRACT OF LAND

RENSA is 148.66 acres (4,819,783 square feet) tract of land situated in the A.C. Caldwell Survey No. 52, Abstract No. 154, and Larnuel Kimbro Survey No. 94, Abstract No. 455, City of Manhor, Travis County, Texas, containing a portion of a certain 161,803.30 acre tract of land described in instrument to Forester (USA) Near Dallas Group, Inc. recorded in Document No. 201911725 and corrected in Document No. 201911724 of the Official Public Records of Travis County, and containing a portion of a certain 3,489 acre tract of land described in instrument to Forester (USA) Near Dallas Group, Inc. recorded in Document No. 201911724 of the Official Public Records of Travis County, and being more particularly described as follows:

- BEING: all a 10-inch iron rod with a plastic cap stamped '90A1' found on the northerly right-of-way line of said Old Kimbro Road making the southwest-most corner of a certain 75-acre tract of land described in instrument to Laurie Pickett and Daryl Swenson recorded in Document No. 201810504 of the Official Public Records of Travis County.
THENCE, along the northerly right-of-way line of said Old Kimbro Road, the following: (1) to a corner and distance: 1. North 88°34'48" West, 84.59 feet to a 10-inch iron rod with a plastic cap stamped '90A1' set for corner.
2. North 65°54'35" West, 248.70 feet to a 10-inch iron rod with a plastic cap stamped '90A1' set for corner.
3. North 92°40'11" West, 205.15 feet to a 10-inch iron rod with a plastic cap stamped '90A1' set for corner.
4. In a northerly direction, along a tangent curve to the right, a central angle of 22°23'02", a radius of 930.80 feet, a chord bearing and distance of North 78°30'30" West, 428.82 feet, and a total arc length of 452.51 feet to a point of tangency.
5. In a northerly direction, along a tangent curve to the right, a central angle of 50°30'00", a radius of 250 feet, a chord bearing and distance of North 78°30'30" West, 35.45 feet to a 10-inch iron rod with a plastic cap stamped '90A1' set for corner.
6. In a northerly direction, along a tangent curve to the right, a central angle of 50°30'00", a radius of 250 feet, a chord bearing and distance of North 17°20'52" West, 28.38 feet, and a total arc length of 31.42 feet to a point of tangency.
7. In a northerly direction, along a non-tangent curve to the right, a central angle of 90°30'00", a radius of 20.00 feet, a chord bearing and distance of South 72°34'07" West, 20.38 feet, and a total arc length of 31.42 feet to a point of tangency.
8. In a northerly direction, along a non-tangent curve to the right, a central angle of 90°30'00", a radius of 20.00 feet, a chord bearing and distance of South 72°34'07" West, 20.38 feet, and a total arc length of 31.42 feet to a point of tangency.
9. In a northerly direction, along a non-tangent curve to the right, a central angle of 50°30'00", a radius of 20.00 feet, a chord bearing and distance of North 17°20'52" West, 28.38 feet, and a total arc length of 31.42 feet to a point of tangency.
10. In a northerly direction, along a non-tangent curve to the right, a central angle of 50°30'00", a radius of 20.00 feet, a chord bearing and distance of South 72°34'07" West, 20.38 feet, and a total arc length of 31.42 feet to a point of tangency.
11. In a northerly direction, along a non-tangent curve to the right, a central angle of 50°30'00", a radius of 20.00 feet, a chord bearing and distance of North 17°20'52" West, 28.38 feet, and a total arc length of 31.42 feet to a point of tangency.
12. In a northerly direction, along a non-tangent curve to the right, a central angle of 50°30'00", a radius of 20.00 feet, a chord bearing and distance of South 72°34'07" West, 20.38 feet, and a total arc length of 31.42 feet to a point of tangency.
13. North 82°29'09" East, 304.53 feet to a 10-inch iron rod with a plastic cap stamped '90A1' set for corner.
14. In a northerly direction, along a tangent curve to the right, a central angle of 90°30'00", a radius of 20.00 feet, a chord bearing and distance of North 17°20'52" West, 42.42 feet, and a total arc length of 47.11 feet to a point of tangency.
15. North 82°29'09" East, 304.53 feet to a 10-inch iron rod with a plastic cap stamped '90A1' set for corner.

THENCE, North 27°30'26" East, 441.10 feet to a 10-inch iron rod with a plastic cap stamped '90A1' set marking the southwest-most corner of a certain 101,960.00 acre tract of land along the northerly line of Lot 3 of J.F. Nagle Estates, part of which recorded in Document No. 198902007 of the Official Public Records of Travis County.

THENCE, North 27°30'26" East, 508.04 feet along the easterly boundary line of said Lot 1 to a 10-inch iron rod with a plastic cap stamped '90A1' set in concrete for corner.

- THENCE, departing from said Lot 1 and crossing said 157,993.00 acre tract, the following forty-two (42) courses and distances:
1. South 82°29'09" East, 114.00 feet to a 10-inch iron rod with a plastic cap stamped '90A1' set for corner.
2. North 27°30'26" East, 405.50 feet to a 10-inch iron rod with a plastic cap stamped '90A1' set for corner.
3. South 82°29'09" East, 153.64 feet to a 10-inch iron rod with a plastic cap stamped '90A1' set for corner.
4. South 58°42'46" East, 128.58 feet to a 10-inch iron rod with a plastic cap stamped '90A1' set for corner.
5. South 82°29'09" East, 448.54 feet to a 10-inch iron rod with a plastic cap stamped '90A1' set for corner.
6. South 50°24'02" East, 118.86 feet to a 10-inch iron rod with a plastic cap stamped '90A1' set for corner.
7. In a northerly direction, along a non-tangent curve to the right, a central angle of 73°59'11", a radius of 479.09 feet, a chord bearing and distance of South 47°22'29" East, 29.42 feet, and a total arc length of 29.42 feet to a point of tangency.
8. South 48°15'10" East, 168.82 feet to a 10-inch iron rod with a plastic cap stamped '90A1' set for corner.
9. North 42°12'47" East, 67.43 feet to a 10-inch iron rod with a plastic cap stamped '90A1' set for corner.
10. North 38°34'34" East, 141.31 feet to a 10-inch iron rod with a plastic cap stamped '90A1' set for corner.
11. In a northerly direction, along a tangent curve to the left, a central angle of 118°32'22", a radius of 450.00 feet, a chord bearing and distance of North 33°50'54" East, 05.57 feet, and a total arc length of 101.73 feet to a point of tangency.
12. In a northerly direction, along a tangent curve to the right, a central angle of 32°01'12", a radius of 15.00 feet, a chord bearing and distance of North 11°22'29" East, 05.58 feet, and a total arc length of 15.00 feet to a point of tangency.
13. North 27°30'26" East, 285.54 feet to a 10-inch iron rod with a plastic cap stamped '90A1' set for corner.
14. In a northerly direction, along a tangent curve to the left, a central angle of 13°09'00", a radius of 625.00 feet, a chord bearing and distance of North 20°52'21" East, 143.18 feet, and a total arc length of 143.47 feet to a point of tangency.
15. North 14°38'34" East, 173.84 feet to a 10-inch iron rod with a plastic cap stamped '90A1' set for corner.
16. In a northerly direction, along a tangent curve to the right, a central angle of 52°01'12", a radius of 15.00 feet, a chord bearing and distance of North 48°22'29" East, 13.18 feet, and a total arc length of 13.82 feet to a point of tangency.
17. In a northerly direction, along a tangent curve to the left, a central angle of 184°20'25", a radius of 80.00 feet, a chord bearing and distance of North 36°34'34" West, 99.23 feet, and a total arc length of 99.33 feet to a point of tangency.
18. In a northerly direction, along a tangent curve to the right, a central angle of 52°01'12", a radius of 15.00 feet, a chord bearing and distance of South 78°24'20" West, 13.26 feet, and a total arc length of 13.82 feet to a point of tangency.
19. North 76°30'04" West, 70.89 feet to a 10-inch iron rod with a plastic cap stamped '90A1' set for corner.
20. North 16°50'05" East, 253.23 feet to a 10-inch iron rod with a plastic cap stamped '90A1' set for corner.
21. North 2°48'16" West, 109.59 feet to a 10-inch iron rod with a plastic cap stamped '90A1' set for corner.
22. In a northerly direction, along a non-tangent curve to the right, a central angle of 36°34'34", a radius of 80.00 feet, a chord bearing and distance of North 27°24'45" West, 12.88 feet, and a total arc length of 14.33 feet to a point of tangency.
23. North 56°30'04" East, 116.82 feet to a 10-inch iron rod with a plastic cap stamped '90A1' set for corner.
24. North 16°50'05" East, 380.68 feet to a 10-inch iron rod with a plastic cap stamped '90A1' set for corner.
25. North 36°34'34" West, 90.32 feet to a 10-inch iron rod with a plastic cap stamped '90A1' set for corner.
26. South 84°16'11" West, 121.43 feet to a 10-inch iron rod with a plastic cap stamped '90A1' set for corner.
27. North 14°24'46" East, 123.00 feet to a 10-inch iron rod with a plastic cap stamped '90A1' set for corner.
28. North 76°30'04" West, 100.00 feet to a 10-inch iron rod with a plastic cap stamped '90A1' set for corner.
29. North 14°24'46" East, 81.70 feet to a 10-inch iron rod with a plastic cap stamped '90A1' set for corner.
30. In a northerly direction, along a tangent curve to the left, a central angle of 97°27'41", a radius of 325.00 feet, a chord bearing and distance of North 8°40'49" East, 93.50 feet, and a total arc length of 52.15 feet to a point of tangency.
31. In a northerly direction, along a non-tangent curve to the right, a central angle of 73°47'41", a radius of 325.00 feet, a chord bearing and distance of North 19°48'26" East, 41.33 feet, and a total arc length of 41.46 feet to a point of tangency.
32. South 84°51'16" East, 136.18 feet to a 10-inch iron rod with a plastic cap stamped '90A1' set for corner.
33. North 8°42'51" West, 102.90 feet to a 10-inch iron rod with a plastic cap stamped '90A1' set for corner.
34. South 76°30'04" West, 123.56 feet to a 10-inch iron rod with a plastic cap stamped '90A1' set for corner.
35. In a northerly direction, along a non-tangent curve to the right, a central angle of 73°47'41", a radius of 325.00 feet, a chord bearing and distance of North 19°48'26" East, 41.33 feet, and a total arc length of 41.46 feet to a point of tangency.
36. North 56°30'04" East, 141.41 feet to a 10-inch iron rod with a plastic cap stamped '90A1' set for corner.
37. North 19°14'41" West, 620.60 feet to a 10-inch iron rod with a plastic cap stamped '90A1' set for corner.
38. North 28°50'08" East, 62.56 feet to a 10-inch iron rod with a plastic cap stamped '90A1' set for corner.
39. North 49°32'56" West, 10.81 feet to a 10-inch iron rod with a plastic cap stamped '90A1' set for corner.
40. North 76°30'04" West, 97.66 feet to a 10-inch iron rod with a plastic cap stamped '90A1' set for corner.
41. South 72°30'20" West, 27.56 feet to a 10-inch iron rod with a plastic cap stamped '90A1' set for corner.
42. North 82°28'22" West, 96.30 feet to a 10-inch iron rod with a plastic cap stamped '90A1' set marking the southwest-most corner of a certain 107,860.00 acre tract on the northerly line of Lot 3 of J.F. Nagle Estates, part of which recorded in Document No. 198902007 of the Official Public Records of Travis County.

THENCE, North 27°30'26" East, 124.16 feet along the southerly boundary line of said Lot 3 and the southwest-most corner of a certain 114,828.00 acre tract of land described in instrument to Tiffany Brock Co., LP, recorded in Document No. 200019961 of the Official Public Records of Travis County, to a 10-inch iron rod with a plastic cap stamped '90A1' set for corner.

THENCE, South 82°29'09" East, 209.05 feet, crossing the easterly line of said Lot 3 of the J.F. Nagle Estates and along the southerly boundary line of said 114,828.00 acre tract of land, to a 10-inch iron rod with a plastic cap stamped '90A1' set for corner.

THENCE, South 27°49'17" West, 2716.58 feet along the easterly boundary line of a certain 75-acre tract of land described in instrument to Laurie Pickett and Daryl Swenson recorded in Document No. 201810504 of the Official Public Records of Travis County and to the northerly right-of-way line of said Old Kimbro Road to the POINT OF BEGINNING, and containing 106,950 acres of land in Travis County, Texas. The base of bearing to this description is the Texas State Plane Coordinate System, Data Center Zone 17R (NAD 83) (NAD83). All distances are on the surface and shown as a U.S. Survey Feet. To convert grid distances to grid, apply the combined GRS1983 to GRS00 scale factor of 0.999920745. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

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LOT TABLE

Table with 4 columns: LOT NO., ACRES, SQ. FT., and LOT TABLE. Lists lots 1 through 19 with corresponding acreage and square footages.

LOT TABLE

Table with 4 columns: LOT NO., ACRES, SQ. FT., and LOT TABLE. Lists lots 20 through 34 with corresponding acreage and square footages.

LOT TABLE

Table with 4 columns: LOT NO., ACRES, SQ. FT., and LOT TABLE. Lists lots 35 through 50 with corresponding acreage and square footages.

LOT TABLE

Table with 4 columns: LOT NO., ACRES, SQ. FT., and LOT TABLE. Lists lots 51 through 60 with corresponding acreage and square footages.

MANOR HEIGHTS PHASE 3, SECTION 1 106.055 ACRES

CONTAINING A PORTION OF THAT CERTAIN 157,903 ACRE TRACT DESCRIBED IN DOCUMENT NO. 201911725, AND IN CORRECTION DEED IN DOCUMENT NO. 201917621, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND A PORTION OF THAT CERTAIN 3,489 ACRE TRACT DESCRIBED IN DOCUMENT NO. 201911724, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, AND LAMUEL KIMBRO SURVEY NO. 94, ABSTRACT NO. 456, CITY OF MANOR, TRAVIS COUNTY, TEXAS

SURVEYOR: FORESTER (USA) NEAR DALLAS GROUP, INC. 651 MAY LOOP 410, SUITE 350 SAN ANTONIO, TEXAS 78216 PH: (210) 541-8166 FAX: (210) 541-8869 CONTACT: JOHN G. MOZZIER, R.P.L.S. TPBR FIRM REGISTRATION NO. 10185073

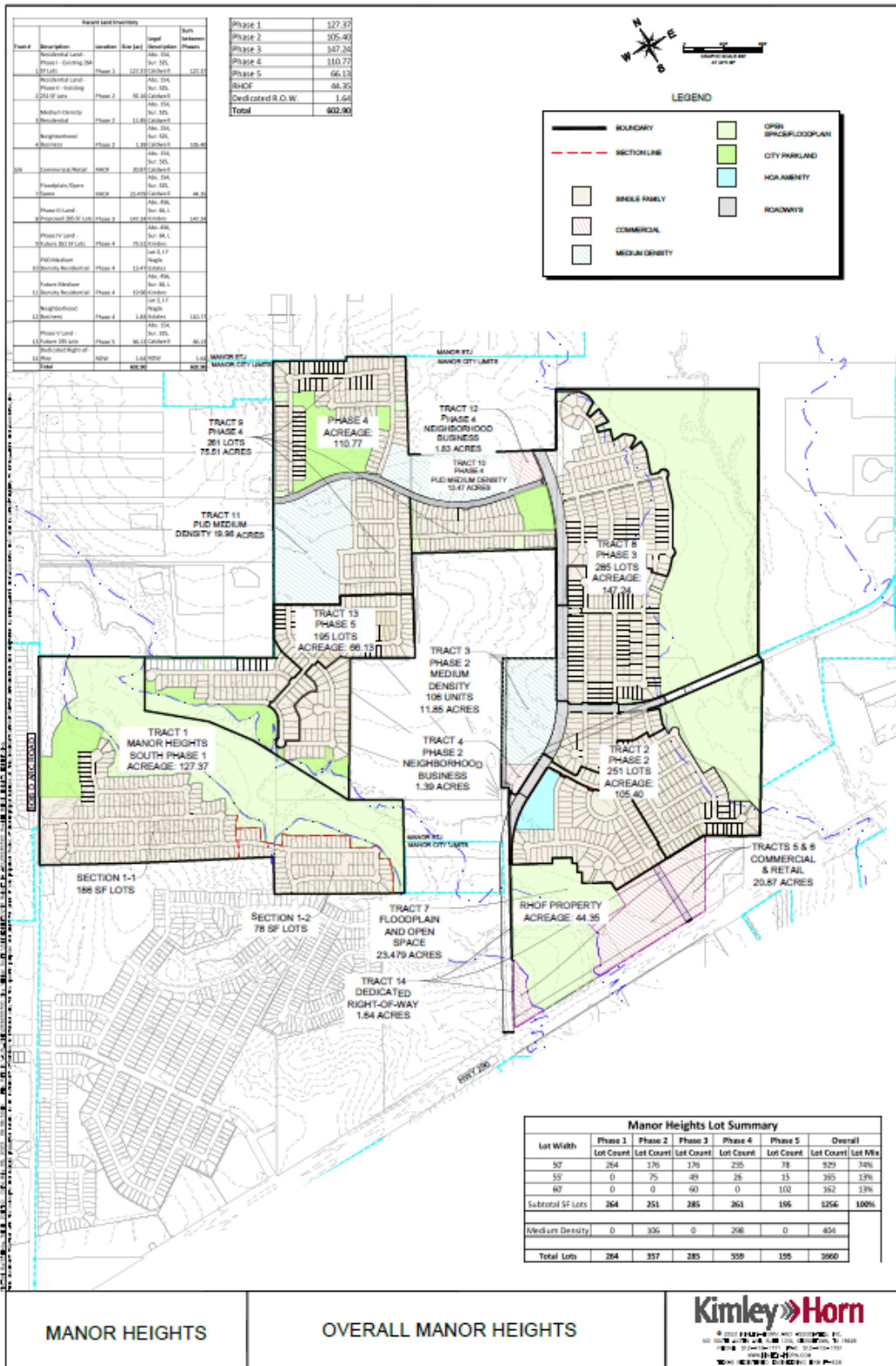
OWNER/DEVELOPER: FORESTER (USA) REAL ESTATE GROUP, INC. A DELAWARE CORPORATION 10700 PECAN PARK BLVD STE 150 AUSTIN, TEXAS 78750 CONTACT: JEFF SCOTT

Kimley-Horn logo and contact information including address: 601 NW Loop 410, Suite 200 San Antonio, Texas 78216. Phone: (210) 541-8166. Fax: (210) 541-8869.

**EXHIBIT A-8 – MAJOR IMPROVEMENT AREA LEGAL DESCRIPTION**

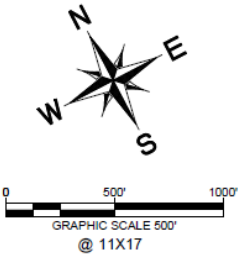
383.102 Acres Being Portions of a called 267.972 acre Tract of land Recorded in document No.2016214460, Official Public Records of Travis County, 157.9603 Acre Tract Recorded in document No.201718086, Official Public Records of Travis County, A called 90.0886 Acre Tract Recorded in Documents No.2017194263, Official Public Records of Travis County, and a portion of Old Kimbro Road A.C. Caldwell Survey No. 52, Abstract No 154 City of Manor, Travis County, Texas

# EXHIBIT B-1 – DISTRICT BOUNDARY MAP






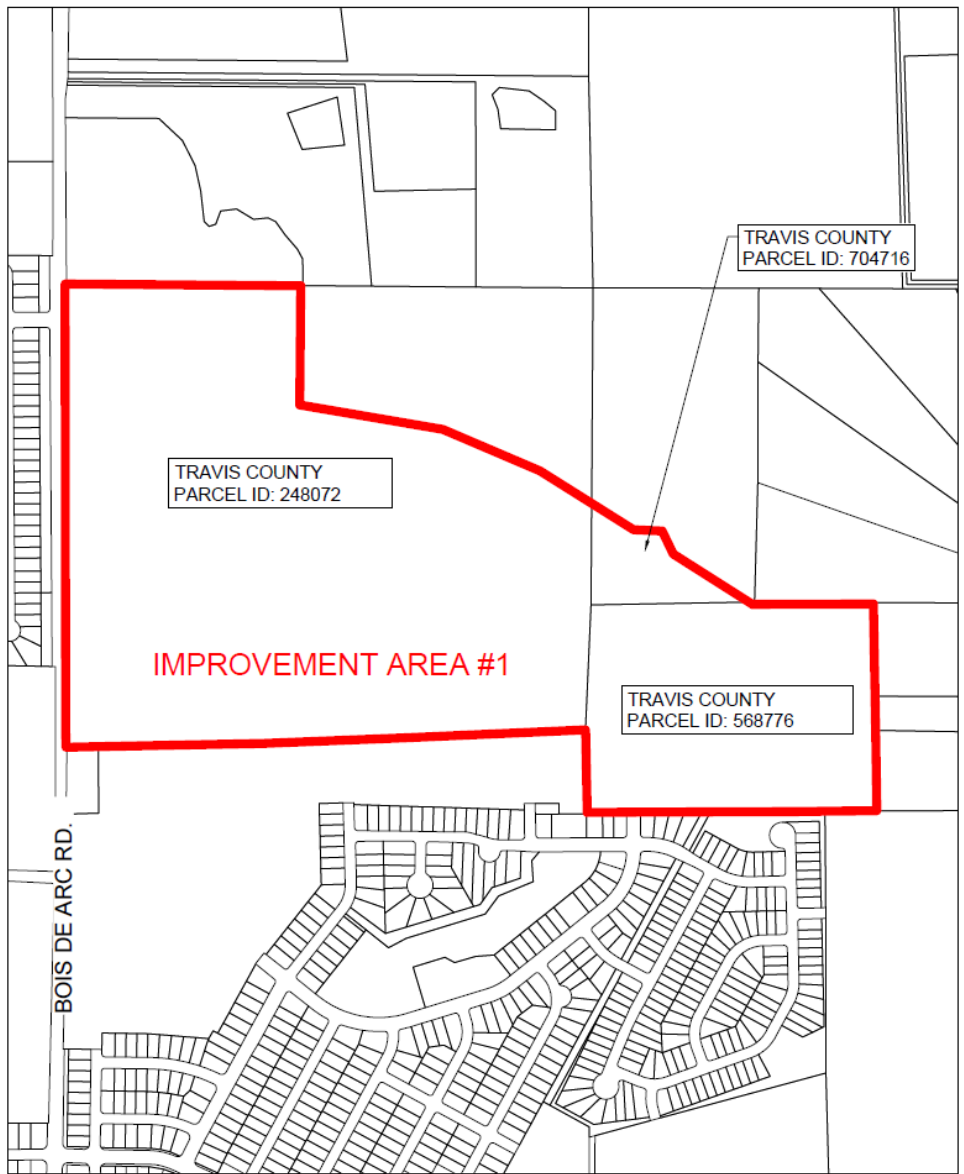
# EXHIBIT B-2 – IMPROVEMENT AREA #1 BOUNDARY MAP

LEGEND



0 500' 1000'  
GRAPHIC SCALE 500'  
@ 11X17

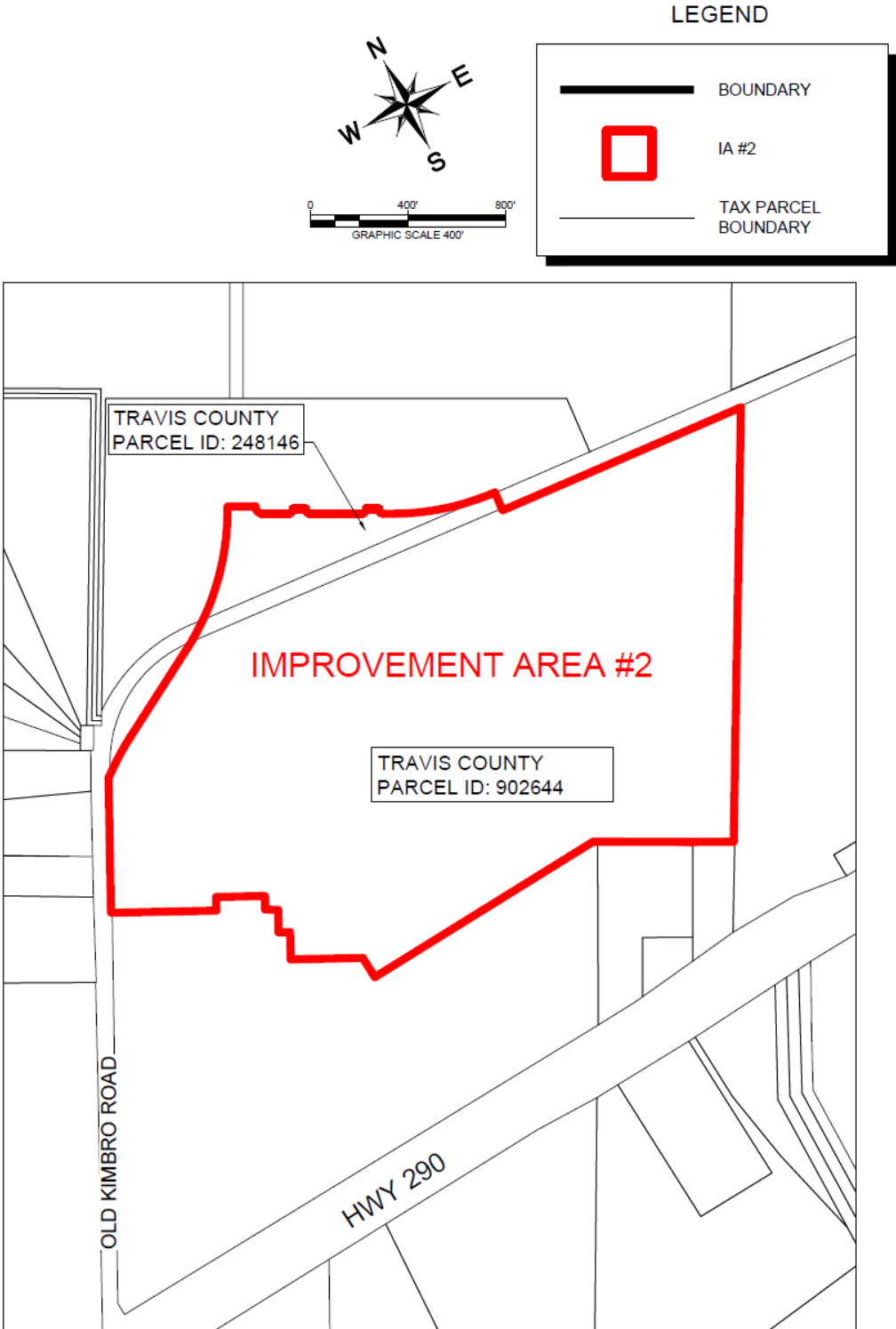
	BOUNDARY
	IA #1
	TAX PARCEL BOUNDARY



**EXHIBIT F - IMPROVEMENT AREA #1**  
MANOR, TEXAS  
FEBRUARY 2021



**EXHIBIT B-3 – IMPROVEMENT AREA #2 BOUNDARY MAP**



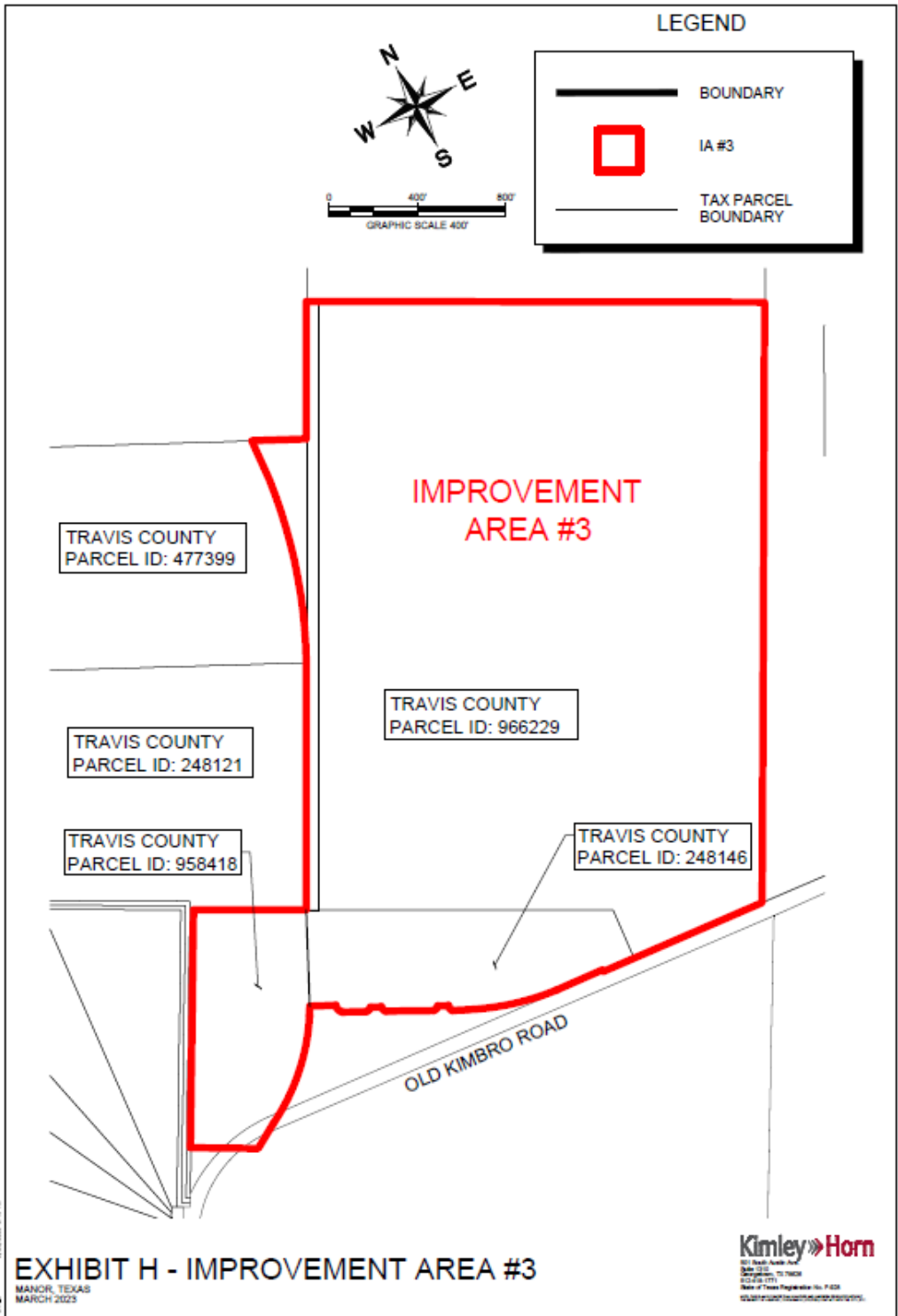
**EXHIBIT H - IMPROVEMENT AREA #2**

MANOR, TEXAS  
FEBRUARY 2021

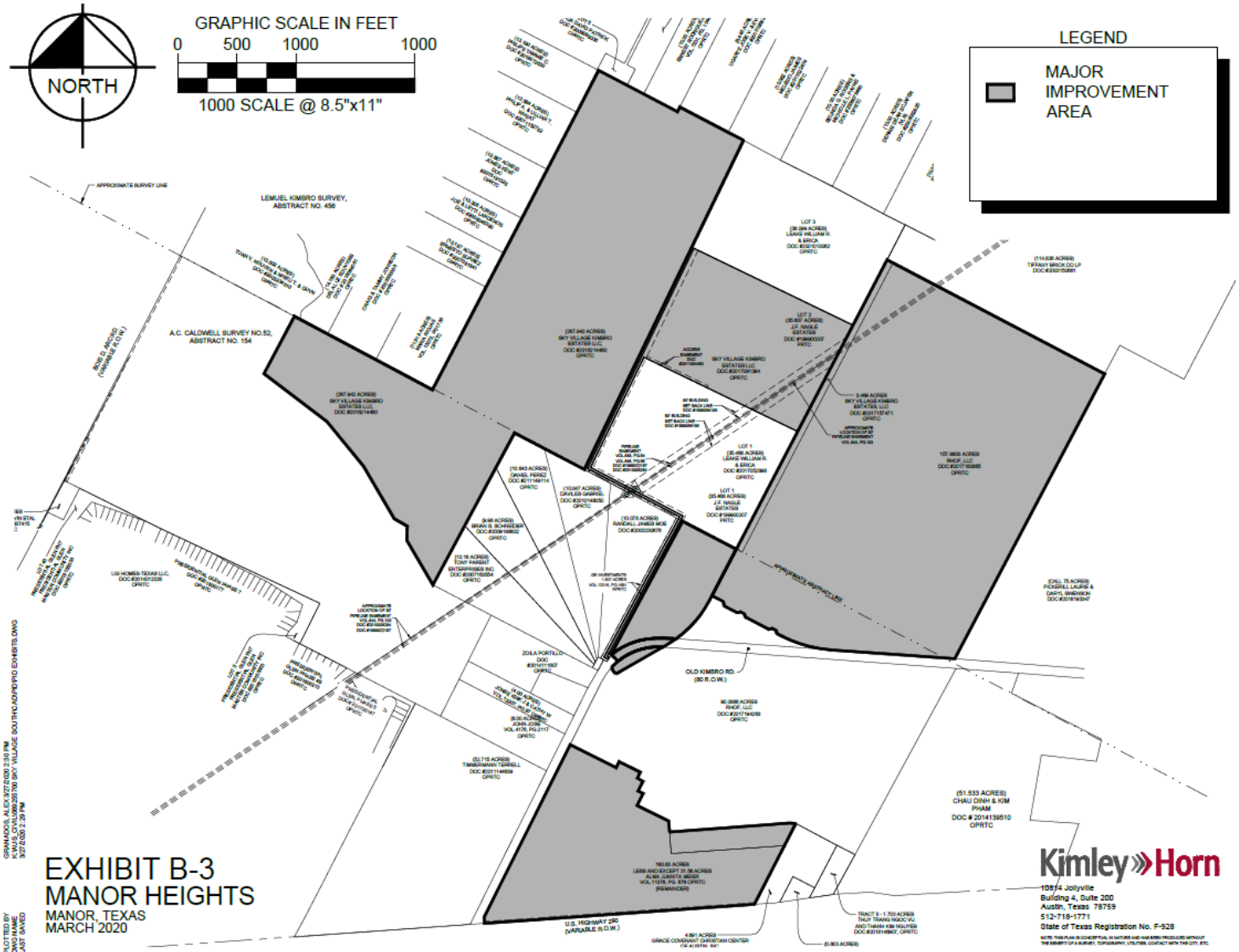
**Kimley»Horn**  
12014 Lakeside  
Building 4, Suite 200  
Austin, Texas 78719  
512-718-1771  
State of Texas Registration No. F-4228  
www.kimleyhorn.com



**EXHIBIT B-4 – IMPROVEMENT AREA #3 BOUNDARY MAP**

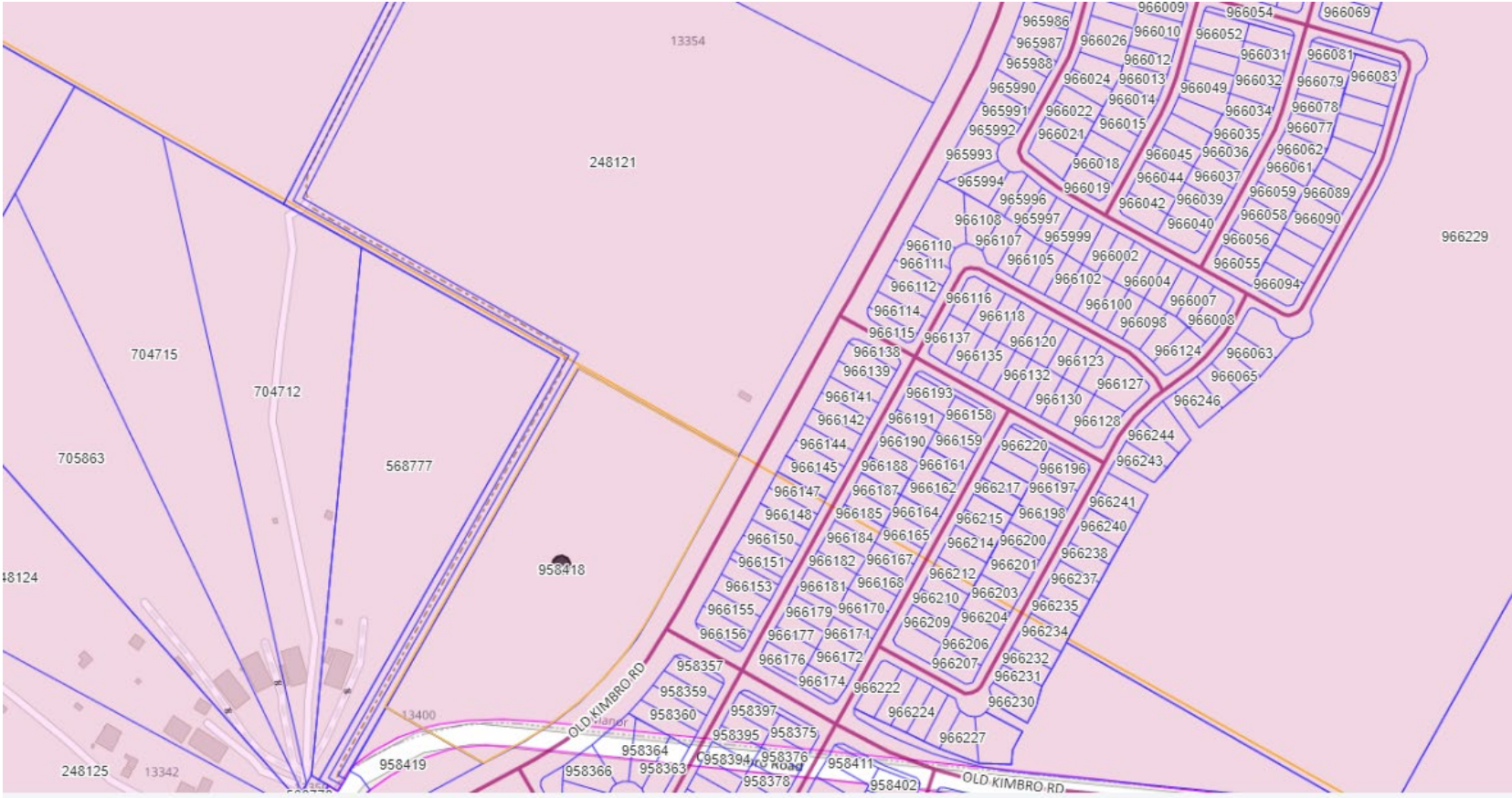


# EXHIBIT B-5 – MAJOR IMPROVEMENT AREA BOUNDARY MAP



### EXHIBIT B-6 – IMPROVEMENT AREA #3 CONDO PARCEL MAP

All Improvement Area #3 condominium lots will be contained within Tax ID 958418 upon final plat.



## EXHIBIT C – AUTHORIZED IMPROVEMENTS

	Total Costs	Improvement Area #1 [a]	Improvement Area #2 [a]	Improvement Area #3 [c]	Major Improvement Area [b]
<i>Major Improvements</i>					
Wastewater Treatment Plant Phase 1	\$ 5,119,898	\$ 799,087	\$ 763,720	\$ -	\$ 3,557,091
Roadway	3,115,626	486,270	464,749	-	2,164,607
Kimbrow ROW Acquisition	47,348	7,390	7,063	-	32,895
Soft Costs [d]	1,242,431	193,912	185,330	-	863,189
	\$ 9,525,302	\$ 1,486,659	\$ 1,420,862	\$ -	\$ 6,617,781
<i>Improvement Area #1 Improvements</i>					
Water	\$ 877,624	\$ 877,624	\$ -	\$ -	\$ -
Wastewater	761,450	761,450	-	-	-
Drainage	1,147,364	1,147,364	-	-	-
Roadway	3,462,805	3,462,805	-	-	-
Trails	59,850	59,850	-	-	-
Soft Costs	163,600	163,600	-	-	-
	\$ 6,472,693	\$ 6,472,693	\$ -	\$ -	\$ -
<i>Improvement Area #2 Improvements</i>					
Water	\$ 895,023	\$ -	\$ 895,023	\$ -	\$ -
Wastewater	1,119,316	-	1,119,316	-	-
Drainage	1,164,737	-	1,164,737	-	-
Roadway	4,889,702	-	4,889,702	-	-
Trails	-	-	-	-	-
Soft Costs	320,400	-	320,400	-	-
	\$ 8,389,178	\$ -	\$ 8,389,178	\$ -	\$ -
<i>Improvement Area #3 Improvements</i>					
Water	\$ 1,199,062	\$ -	\$ -	\$ 1,199,062	\$ -
Wastewater	1,777,998	-	-	1,777,998	-
Drainage	3,229,931	-	-	3,229,931	-
Roadway	3,012,678	-	-	3,012,678	-
Soft Costs	1,382,950	-	-	1,382,950	-
	\$ 10,602,619	\$ -	\$ -	\$ 10,602,619	\$ -
<i>Bond Issuance Costs and District Formation Expenses</i>					
Debt Service Reserve Fund [e]	\$ 1,223,875	\$ 218,536	\$ 208,864	\$ 295,350	\$ 501,125
Capitalized Interest [e]	596,494	134,565	128,610	-	333,319
Underwriter Discount [e]	589,200	112,055	107,095	127,650	242,400
Cost of Issuance [e]	1,029,722	187,139	178,856	276,575	387,152
First Year Annual Collection Costs [e]	90,000	15,339	14,661	30,000	30,000
	\$ 3,529,291	\$ 667,634	\$ 638,086	\$ 729,575	\$ 1,493,996
<b>Total</b>	<b>\$ 38,519,082</b>	<b>\$ 8,626,986</b>	<b>\$ 10,448,125</b>	<b>\$ 11,332,194</b>	<b>\$ 8,111,777</b>

**Notes:**

[a] Costs were determined by construction contracts provided by Kimley-Horn and Associates dated 1/8/2021.

[b] Costs were determined by Excel Construction Services bid for Wastewater Treatment Plant Phase 1 Improvements dated 11/9/2020 and construction contract provided by Kimley-Horn and Associates dated 1/8/2021 for Roadways Improvements.

[c] Costs were determined by engineering report provided by Kimley-Horn and Associates dated 1/30/2023. Improvement Area #3 is within the Major Improvement Area and therefore funds a portion of the Major Improvements.

[d] Soft costs estimated at 15% of hard costs, inclusive of a 4% construction management fee.

[e] Costs associated with the issuance of Improvement Area #1-2 bonds were allocated between Improvement Area #1 and Improvement Area #2 on a pro rata basis based on the amount of Assessments levied.

## EXHIBIT D – SERVICE PLAN

		Improvement Area #1				
Installments Due		1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028
Principal		\$ 79,254	\$ 81,810	\$ 84,367	\$ 86,924	\$ 89,480
Interest		132,648	130,667	128,621	126,512	123,796
Capitalized Interest		-	-	-	-	-
	(1)	\$ 211,902	\$ 212,477	\$ 212,988	\$ 213,436	\$ 213,276
Annual Collection Costs	(2)	\$ 14,814	\$ 15,110	\$ 15,412	\$ 15,720	\$ 16,035
Additional Interest Reserve	(3)	\$ 18,292	\$ 17,896	\$ 17,487	\$ 17,065	\$ 16,631
<b>Total Annual Installment</b>	<b>(4) = (1) + (2) + (3)</b>	<b>\$ 245,008</b>	<b>\$ 245,483</b>	<b>\$ 245,887</b>	<b>\$ 246,221</b>	<b>\$ 245,941</b>

		Improvement Area #2				
Installments Due		1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028
Principal		\$ 75,746	\$ 78,190	\$ 80,633	\$ 83,076	\$ 85,520
Interest		126,777	124,883	122,929	120,913	118,317
Capitalized Interest		-	-	-	-	-
	(1)	\$ 202,523	\$ 203,073	\$ 203,562	\$ 203,989	\$ 203,837
Annual Collection Costs	(2)	\$ 14,158	\$ 14,441	\$ 14,730	\$ 15,024	\$ 15,325
Additional Interest Reserve	(3)	\$ 17,483	\$ 17,104	\$ 16,713	\$ 16,310	\$ 15,894
<b>Total Annual Installment</b>	<b>(4) = (1) + (2) + (3)</b>	<b>\$ 234,164</b>	<b>\$ 234,618</b>	<b>\$ 235,005</b>	<b>\$ 235,324</b>	<b>\$ 235,056</b>

		Improvement Area #3				
Installments Due		1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028
Principal		\$ 60,000	\$ 60,000	\$ 65,000	\$ 70,000	\$ 75,000
Interest		\$ 234,025	\$ 230,725	\$ 227,425	\$ 223,850	\$ 220,000
	(1)	\$ 294,025	\$ 290,725	\$ 292,425	\$ 293,850	\$ 295,000
Annual Collection Costs	(2)	\$ 30,600	\$ 31,212	\$ 31,836	\$ 32,473	\$ 33,122
Additional Interest Reserve	(3)	\$ 21,275	\$ 20,975	\$ 20,675	\$ 20,350	\$ 20,000
<b>Total Annual Installment</b>	<b>(4) = (1) + (2) + (3)</b>	<b>\$ 345,900</b>	<b>\$ 342,912</b>	<b>\$ 344,936</b>	<b>\$ 346,673</b>	<b>\$ 348,122</b>

		Major Improvement Area				
Installments Due		1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028
Principal		\$ 155,000	\$ 160,000	\$ 170,000	\$ 175,000	\$ 180,000
Interest		328,631	323,788	318,788	313,475	306,913
Capitalized Interest		-	-	-	-	-
	(1)	\$ 483,631	\$ 483,788	\$ 488,788	\$ 488,475	\$ 486,913
Annual Collection Costs	(2)	\$ 28,761	\$ 29,336	\$ 29,922	\$ 30,521	\$ 31,131
Additional Interest Reserve	(3)	\$ 39,650	\$ 38,875	\$ 38,075	\$ 37,225	\$ 36,350
<b>Total Annual Installment</b>	<b>(4) = (1) + (2) + (3)</b>	<b>\$ 552,042</b>	<b>\$ 551,998</b>	<b>\$ 556,785</b>	<b>\$ 556,221</b>	<b>\$ 554,394</b>

**EXHIBIT E – SOURCES AND USES**

	Improvement Area #1	Improvement Area #2	Improvement Area #3	Major Improvement Area
<b>Sources of Funds</b>				
Improvement Area #1-2 Bond Par	\$ 3,735,156	\$ 3,569,844	\$ -	\$ -
Improvement Area #1-2 Bond Premium	44,700	42,721	-	-
Improvement Area #3 Bond Par	-	-	4,255,000	-
Major Improvement Area Bond Par	-	-	-	8,080,000
Owner Contribution	4,847,130	6,835,560	7,077,194	31,777
<b>Total Sources</b>	<b>\$ 8,626,986</b>	<b>\$ 10,448,125</b>	<b>\$ 11,332,194</b>	<b>\$ 8,111,777</b>
<b>Uses of Funds</b>				
Major Improvements	\$ 1,486,659	\$ 1,420,862	\$ -	\$ 6,617,781
Improvement Area #1 Improvements	6,472,693	-	-	-
Improvement Area #2 Improvements	-	8,389,178	-	-
Improvement Area #3 Improvements	-	-	10,602,619	-
	<u>\$ 7,959,352</u>	<u>\$ 9,810,039</u>	<u>\$ 10,602,619</u>	<u>\$ 6,617,781</u>
<i>Bond Issuance Costs and District Formation Expenses</i>				
Debt Service Reserve Fund	\$ 218,536	\$ 208,864	\$ 295,350	\$ 501,125
Capitalized Interest	134,565	128,610	-	333,319
Underwriter Discount	112,055	107,095	127,650	242,400
Cost of Issuance	187,139	178,856	276,575	387,152
First Year Annual Collection Costs	15,339	14,661	30,000	30,000
	<u>\$ 667,634</u>	<u>\$ 638,086</u>	<u>\$ 729,575</u>	<u>\$ 1,493,996</u>
<b>Total Uses</b>	<b>\$ 8,626,986</b>	<b>\$ 10,448,125</b>	<b>\$ 11,332,194</b>	<b>\$ 8,111,777</b>

**EXHIBIT F – IMPROVEMENT AREA #1 ASSESSMENT ROLL**

Property ID	Lot Type	Improvement Area #1	
		Outstanding Assessment	Annual Installment Due 1/31/2024
951773	1	\$ 13,857.80	\$ 928.06
951774	1	13,857.80	928.06
951775	1	13,857.80	928.06
951776	1	13,857.80	928.06
951891	1	13,857.80	928.06
951892	1	13,857.80	928.06
951893	1	13,857.80	928.06
951894	1	13,857.80	928.06
951895	1	13,857.80	928.06
951896	1	13,857.80	928.06
951897	1	13,857.80	928.06
951898	1	13,857.80	928.06
951899	1	13,857.80	928.06
951900	1	13,857.80	928.06
951901	1	13,857.80	928.06
951902	1	13,857.80	928.06
951903	1	13,857.80	928.06
951904	1	13,857.80	928.06
951905	1	13,857.80	928.06
951906	1	13,857.80	928.06
951907	1	13,857.80	928.06
951908	1	13,857.80	928.06
951909	1	13,857.80	928.06
951910	1	13,857.80	928.06
951911	1	13,857.80	928.06
951912	1	13,857.80	928.06
951913	1	13,857.80	928.06
951914	1	13,857.80	928.06
951915	1	13,857.80	928.06
951916	1	13,857.80	928.06
951917	1	13,857.80	928.06
951918	1	13,857.80	928.06
951919	1	13,857.80	928.06
951920	1	13,857.80	928.06
951921	1	13,857.80	928.06
951922	1	13,857.80	928.06
951923	1	13,857.80	928.06
951924	1	13,857.80	928.06
951925	1	13,857.80	928.06
951926	1	13,857.80	928.06

Property ID	Lot Type	Improvement Area #1	
		Outstanding Assessment	Annual Installment Due 1/31/2024
951927	1	13,857.80	928.06
951928	1	13,857.80	928.06
951929	1	13,857.80	928.06
951930	1	13,857.80	928.06
951931	1	13,857.80	928.06
951932	1	13,857.80	928.06
951933	1	13,857.80	928.06
951934	1	13,857.80	928.06
951935	1	13,857.80	928.06
951936	1	13,857.80	928.06
951937	1	13,857.80	928.06
951938	1	13,857.80	928.06
951939	1	13,857.80	928.06
951940	1	13,857.80	928.06
951941	1	13,857.80	928.06
951942	1	13,857.80	928.06
951943	1	13,857.80	928.06
951944	1	13,857.80	928.06
951945	1	13,857.80	928.06
951946	1	13,857.80	928.06
951947	1	13,857.80	928.06
951948	1	13,857.80	928.06
951949	1	13,857.80	928.06
951950	1	13,857.80	928.06
951951	1	13,857.80	928.06
951952	1	13,857.80	928.06
951953	1	13,857.80	928.06
951954	1	13,857.80	928.06
951955	1	13,857.80	928.06
951956	1	13,857.80	928.06
951957	1	13,857.80	928.06
951958	1	13,857.80	928.06
951960	1	13,857.80	928.06
951961	1	13,857.80	928.06
951962	1	13,857.80	928.06
951963	1	13,857.80	928.06
951964	1	13,857.80	928.06
951965	1	13,857.80	928.06
951966	1	13,857.80	928.06
951967	1	13,857.80	928.06



Property ID	Lot Type	Improvement Area #1	
		Outstanding Assessment	Annual Installment Due 1/31/2024
951968	1	13,857.80	928.06
951969	1	13,857.80	928.06
951970	1	13,857.80	928.06
951971	1	13,857.80	928.06
951972	1	13,857.80	928.06
951973	1	13,857.80	928.06
951974	1	13,857.80	928.06
951975	1	13,857.80	928.06
951976	1	13,857.80	928.06
951977	1	13,857.80	928.06
951978	1	13,857.80	928.06
951979	1	13,857.80	928.06
951980	1	13,857.80	928.06
951981	1	13,857.80	928.06
951982	1	13,857.80	928.06
951983	1	13,857.80	928.06
951984	1	13,857.80	928.06
951985	1	13,857.80	928.06
951986	1	13,857.80	928.06
951987	1	13,857.80	928.06
951988	1	13,857.80	928.06
951989	1	13,857.80	928.06
951990	1	13,857.80	928.06
951991	1	13,857.80	928.06
951992	1	13,857.80	928.06
951993	1	13,857.80	928.06
951994	1	13,857.80	928.06
951995	1	13,857.80	928.06
951996	1	13,857.80	928.06
951997	1	13,857.80	928.06
951998	1	13,857.80	928.06
951999	1	13,857.80	928.06
952000	Open Space	-	-
952001	Open Space	-	-
952002	Open Space	-	-
952003	Open Space	-	-
952004	1	13,857.80	928.06
952005	1	13,857.80	928.06
952006	1	13,857.80	928.06
952007	1	13,857.80	928.06

Property ID	Lot Type	Improvement Area #1	
		Outstanding Assessment	Annual Installment Due 1/31/2024
952008	1	13,857.80	928.06
952009	1	13,857.80	928.06
952010	1	13,857.80	928.06
952011	1	13,857.80	928.06
952012	1	13,857.80	928.06
952013	1	13,857.80	928.06
952014	1	13,857.80	928.06
952015	1	13,857.80	928.06
952016	1	13,857.80	928.06
952017	1	13,857.80	928.06
952018	1	13,857.80	928.06
952019	1	13,857.80	928.06
952020	1	13,857.80	928.06
952021	1	13,857.80	928.06
952022	1	13,857.80	928.06
952023	1	13,857.80	928.06
952024	1	13,857.80	928.06
952025	1	13,857.80	928.06
952026	1	13,857.80	928.06
952027	1	13,857.80	928.06
952028	1	13,857.80	928.06
952029	1	13,857.80	928.06
952030	1	13,857.80	928.06
952031	1	13,857.80	928.06
952032	1	13,857.80	928.06
952033	1	13,857.80	928.06
952034	1	13,857.80	928.06
952035	1	13,857.80	928.06
952036	1	13,857.80	928.06
952037	1	13,857.80	928.06
952038	1	13,857.80	928.06
952039	1	13,857.80	928.06
952040	1	13,857.80	928.06
952041	1	13,857.80	928.06
952042	1	13,857.80	928.06
952043	1	13,857.80	928.06
952044	1	13,857.80	928.06
952045	1	13,857.80	928.06
952046	1	13,857.80	928.06
952047	1	13,857.80	928.06

Property ID	Lot Type	Improvement Area #1	
		Outstanding Assessment	Annual Installment Due 1/31/2024
952048	1	13,857.80	928.06
952051	1	13,857.80	928.06
952052	1	13,857.80	928.06
952053	1	13,857.80	928.06
952054	1	13,857.80	928.06
952055	1	13,857.80	928.06
952056	1	13,857.80	928.06
952057	1	13,857.80	928.06
952058	1	13,857.80	928.06
952059	1	13,857.80	928.06
952060	1	13,857.80	928.06
952061	1	13,857.80	928.06
952062	1	13,857.80	928.06
952063	1	13,857.80	928.06
952064	1	13,857.80	928.06
952065	1	13,857.80	928.06
952066	1	13,857.80	928.06
952067	1	13,857.80	928.06
952068	1	13,857.80	928.06
952069	1	13,857.80	928.06
952070	1	13,857.80	928.06
952071	1	13,857.80	928.06
952072	1	13,857.80	928.06
952073	1	13,857.80	928.06
952074	1	13,857.80	928.06
952075	1	13,857.80	928.06
952076	1	13,857.80	928.06
952077	1	13,857.80	928.06
952078	1	13,857.80	928.06
952079	1	13,857.80	928.06
952080	Open Space	-	-
953579	1	13,857.80	928.06
953580	1	13,857.80	928.06
953583	1	13,857.80	928.06
953584	1	13,857.80	928.06
953585	1	13,857.80	928.06
953586	1	13,857.80	928.06
953587	1	13,857.80	928.06
953588	1	13,857.80	928.06
953589	1	13,857.80	928.06

Property ID	Lot Type	Improvement Area #1	
		Outstanding Assessment	Annual Installment Due 1/31/2024
953590	1	13,857.80	928.06
953591	1	13,857.80	928.06
953592	1	13,857.80	928.06
953593	1	13,857.80	928.06
953594	1	13,857.80	928.06
953595	1	13,857.80	928.06
953596	1	13,857.80	928.06
953597	Open Space	-	-
953598	1	13,857.80	928.06
953599	1	13,857.80	928.06
953600	1	13,857.80	928.06
953601	1	13,857.80	928.06
953602	1	13,857.80	928.06
953603	1	13,857.80	928.06
953604	1	13,857.80	928.06
953605	1	13,857.80	928.06
953606	1	13,857.80	928.06
953607	1	13,857.80	928.06
953608	1	13,857.80	928.06
953609	Open Space	-	-
953610	1	13,857.80	928.06
953611	1	13,857.80	928.06
953612	1	13,857.80	928.06
953613	Open Space	-	-
953614	1	13,857.80	928.06
953615	1	13,857.80	928.06
953616	1	13,857.80	928.06
953617	1	13,857.80	928.06
953618	1	13,857.80	928.06
953619	1	13,857.80	928.06
953620	1	13,857.80	928.06
953621	1	13,857.80	928.06
953622	1	13,857.80	928.06
953623	1	13,857.80	928.06
953624	1	13,857.80	928.06
953625	1	13,857.80	928.06
953626	1	13,857.80	928.06
953627	1	13,857.80	928.06
953628	1	13,857.80	928.06
953629	1	13,857.80	928.06

Property ID	Lot Type	Improvement Area #1	
		Outstanding Assessment	Annual Installment Due 1/31/2024
953630	1	13,857.80	928.06
953631	1	13,857.80	928.06
953632	1	13,857.80	928.06
953633	1	13,857.80	928.06
953634	1	13,857.80	928.06
953635	1	13,857.80	928.06
953636	1	13,857.80	928.06
953637	1	13,857.80	928.06
953638	1	13,857.80	928.06
953639	1	13,857.80	928.06
953640	1	13,857.80	928.06
953641	1	13,857.80	928.06
953642	1	13,857.80	928.06
953643	1	13,857.80	928.06
953644	1	13,857.80	928.06
953645	1	13,857.80	928.06
953646	1	13,857.80	928.06
953647	Open Space	-	-
953648	1	13,857.80	928.06
953649	1	13,857.80	928.06
953650	1	13,857.80	928.06
953651	1	13,857.80	928.06
953653	1	13,857.80	928.06
953654	1	13,857.80	928.06
953655	1	13,857.80	928.06
953656	1	13,857.80	928.06
953657	1	13,857.80	928.06
953658	1	13,857.80	928.06
953659	1	13,857.80	928.06
953660	1	13,857.80	928.06
953661	1	13,857.80	928.06
953662	1	13,857.80	928.06
953663	Prepaid	-	-
<b>Total</b>		<b>\$ 3,644,600.92</b>	<b>\$ 244,079.47</b>

*Note: Totals may not sum due to rounding. Due to prepayments not yet redeemed the outstanding assessment may be less than outstanding Bonds for Improvement Area #1.*

## EXHIBIT G – IMPROVEMENT AREA #1 ANNUAL INSTALLMENT SCHEDULE

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest [b]	Capitalized Interest	Total Annual Installment
2024	\$ 79,253.82	\$ 132,647.89	\$ 14,813.52	\$ 18,292.29	\$ -	\$ 245,007.53
2025	81,810.40	130,666.54	15,109.79	17,896.02	-	245,482.76
2026	84,366.97	128,621.28	15,411.99	17,486.97	-	245,887.22
2027	86,923.55	126,512.11	15,720.23	17,065.14	-	246,221.03
2028	89,480.12	123,795.75	16,034.63	16,630.52	-	245,941.03
2029	92,036.70	120,999.49	16,355.32	16,183.12	-	245,574.64
2030	94,593.27	118,123.34	16,682.43	15,722.94	-	245,121.99
2031	97,149.85	115,167.31	17,016.08	15,249.97	-	244,583.21
2032	102,263.00	112,131.38	17,356.40	14,764.22	-	246,515.00
2033	104,819.57	108,552.17	17,703.53	14,252.91	-	245,328.18
2034	107,376.15	104,883.49	18,057.60	13,728.81	-	244,046.04
2035	112,489.30	101,125.32	18,418.75	13,191.93	-	245,225.30
2036	117,602.45	97,188.20	18,787.13	12,629.48	-	246,207.25
2037	120,159.02	93,072.11	19,162.87	12,041.47	-	244,435.47
2038	125,272.17	88,866.54	19,546.13	11,440.67	-	245,125.52
2039	130,385.32	84,482.02	19,937.05	10,814.31	-	245,618.71
2040	135,498.47	79,918.53	20,335.79	10,162.39	-	245,915.18
2041	140,611.62	75,176.09	20,742.51	9,484.89	-	246,015.11
2042	145,724.77	70,254.68	21,157.36	8,781.83	-	245,918.65
2043	150,837.92	64,425.69	21,580.50	8,053.21	-	244,897.33
2044	155,951.07	58,392.17	22,012.11	7,299.02	-	243,654.38
2045	163,620.80	52,154.13	22,452.36	6,519.27	-	244,746.55
2046	171,290.52	45,609.30	22,901.40	5,701.16	-	245,502.39
2047	178,960.24	38,757.68	23,359.43	4,844.71	-	245,922.07
2048	184,073.39	31,599.27	23,826.62	3,949.91	-	243,449.19
2049	194,299.69	24,236.33	24,303.15	3,029.54	-	245,868.72
2050	201,969.42	16,464.34	24,789.21	2,058.04	-	245,281.03
2051	209,639.14	8,385.57	25,285.00	1,048.20	-	244,357.91
<b>Total</b>	<b>\$ 3,658,458.72</b>	<b>\$ 2,352,208.71</b>	<b>\$ 548,858.89</b>	<b>\$ 308,322.94</b>	<b>\$ -</b>	<b>\$ 6,867,849.38</b>

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

**EXHIBIT H – IMPROVEMENT AREA #2 ASSESSMENT ROLL**

Parcel ID	Lot Type	Improvement Area #2	
		Outstanding Assessment	Annual Installment Due 1/31/2024
958244	2	\$ 13,857.80	\$ 928.06
958246	2	\$ 13,857.80	\$ 928.06
958247	2	\$ 13,857.80	\$ 928.06
958248	2	\$ 13,857.80	\$ 928.06
958249	2	\$ 13,857.80	\$ 928.06
958250	2	\$ 13,857.80	\$ 928.06
958251	2	\$ 13,857.80	\$ 928.06
958252	2	\$ 13,857.80	\$ 928.06
958254	2	\$ 13,857.80	\$ 928.06
958255	2	\$ 13,857.80	\$ 928.06
958256	2	\$ 13,857.80	\$ 928.06
958257	2	\$ 13,857.80	\$ 928.06
958258	Open Space	\$ -	\$ -
958259	2	\$ 13,857.80	\$ 928.06
958260	2	\$ 13,857.80	\$ 928.06
958262	2	\$ 13,857.80	\$ 928.06
958263	2	\$ 13,857.80	\$ 928.06
958264	2	\$ 13,857.80	\$ 928.06
958265	2	\$ 13,857.80	\$ 928.06
958266	2	\$ 13,857.80	\$ 928.06
958267	2	\$ 13,857.80	\$ 928.06
958268	2	\$ 13,857.80	\$ 928.06
958269	2	\$ 13,857.80	\$ 928.06
958270	2	\$ 13,857.80	\$ 928.06
958271	2	\$ 13,857.80	\$ 928.06
958272	2	\$ 13,857.80	\$ 928.06
958273	2	\$ 13,857.80	\$ 928.06
958274	2	\$ 13,857.80	\$ 928.06
958275	2	\$ 13,857.80	\$ 928.06
958276	2	\$ 13,857.80	\$ 928.06
958277	2	\$ 13,857.80	\$ 928.06
958278	2	\$ 13,857.80	\$ 928.06
958279	2	\$ 13,857.80	\$ 928.06
958280	2	\$ 13,857.80	\$ 928.06
958282	2	\$ 13,857.80	\$ 928.06
958283	2 - Prepaid	\$ -	\$ -
958284	2	\$ 13,857.80	\$ 928.06
958285	2	\$ 13,857.80	\$ 928.06
958286	2	\$ 13,857.80	\$ 928.06
958287	2	\$ 13,857.80	\$ 928.06

		Improvement Area #2		
Parcel ID	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2024	
958288	2	\$ 13,857.80	\$	928.06
958289	2	\$ 13,857.80	\$	928.06
958290	2	\$ 13,857.80	\$	928.06
958291	2	\$ 13,857.80	\$	928.06
958292	2	\$ 13,857.80	\$	928.06
958293	2	\$ 13,857.80	\$	928.06
958294	2	\$ 13,857.80	\$	928.06
958295	2	\$ 13,857.80	\$	928.06
958296	2	\$ 13,857.80	\$	928.06
958297	2	\$ 13,857.80	\$	928.06
958298	2	\$ 13,857.80	\$	928.06
958299	2	\$ 13,857.80	\$	928.06
958300	2	\$ 13,857.80	\$	928.06
958301	2	\$ 13,857.80	\$	928.06
958302	2	\$ 13,857.80	\$	928.06
958303	2	\$ 13,857.80	\$	928.06
958304	2	\$ 13,857.80	\$	928.06
958305	2	\$ 13,857.80	\$	928.06
958306	2	\$ 13,857.80	\$	928.06
958307	2	\$ 13,857.80	\$	928.06
958309	2	\$ 13,857.80	\$	928.06
958310	2	\$ 13,857.80	\$	928.06
958311	2	\$ 13,857.80	\$	928.06
958312	2	\$ 13,857.80	\$	928.06
958313	2	\$ 13,857.80	\$	928.06
958314	2	\$ 13,857.80	\$	928.06
958315	2	\$ 13,857.80	\$	928.06
958316	2	\$ 13,857.80	\$	928.06
958317	2	\$ 13,857.80	\$	928.06
958319	2	\$ 13,857.80	\$	928.06
958320	2	\$ 13,857.80	\$	928.06
958321	2	\$ 13,857.80	\$	928.06
958323	Open Space	\$ -	\$	-
958324	2	\$ 13,857.80	\$	928.06
958325	2	\$ 13,857.80	\$	928.06
958326	2	\$ 13,857.80	\$	928.06
958327	2	\$ 13,857.80	\$	928.06
958328	2	\$ 13,857.80	\$	928.06
958329	2	\$ 13,857.80	\$	928.06
958330	2	\$ 13,857.80	\$	928.06



		Improvement Area #2		
Parcel ID	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2024	
958331	2	\$ 13,857.80	\$	928.06
958332	2	\$ 13,857.80	\$	928.06
958333	2	\$ 13,857.80	\$	928.06
958334	2	\$ 13,857.80	\$	928.06
958335	2	\$ 13,857.80	\$	928.06
958336	2	\$ 13,857.80	\$	928.06
958337	2	\$ 13,857.80	\$	928.06
958338	2	\$ 13,857.80	\$	928.06
958339	2	\$ 13,857.80	\$	928.06
958340	2	\$ 13,857.80	\$	928.06
958341	2	\$ 13,857.80	\$	928.06
958343	Open Space	\$ -	\$	-
958344	2	\$ 13,857.80	\$	928.06
958345	2	\$ 13,857.80	\$	928.06
958357	Open Space	\$ -	\$	-
958358	2	\$ 13,857.80	\$	928.06
958359	2	\$ 13,857.80	\$	928.06
958360	2	\$ 13,857.80	\$	928.06
958361	2	\$ 13,857.80	\$	928.06
958363	2	\$ 13,857.80	\$	928.06
958364	2	\$ 13,857.80	\$	928.06
958365	2	\$ 13,857.80	\$	928.06
958366	2	\$ 13,857.80	\$	928.06
958367	2	\$ 13,857.80	\$	928.06
958368	2	\$ 13,857.80	\$	928.06
958369	2	\$ 13,857.80	\$	928.06
958370	Open Space	\$ -	\$	-
958375	2	\$ 13,857.80	\$	928.06
958376	2	\$ 13,857.80	\$	928.06
958377	2	\$ 13,857.80	\$	928.06
958378	2	\$ 13,857.80	\$	928.06
958379	2	\$ 13,857.80	\$	928.06
958380	2	\$ 13,857.80	\$	928.06
958381	2	\$ 13,857.80	\$	928.06
958382	2	\$ 13,857.80	\$	928.06
958383	2	\$ 13,857.80	\$	928.06
958384	2	\$ 13,857.80	\$	928.06
958385	2	\$ 13,857.80	\$	928.06
958386	2	\$ 13,857.80	\$	928.06
958387	2	\$ 13,857.80	\$	928.06

		Improvement Area #2		
Parcel ID	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2024	
958388	2	\$ 13,857.80	\$	928.06
958389	2	\$ 13,857.80	\$	928.06
958390	2	\$ 13,857.80	\$	928.06
958391	2	\$ 13,857.80	\$	928.06
958392	2	\$ 13,857.80	\$	928.06
958393	2	\$ 13,857.80	\$	928.06
958394	2	\$ 13,857.80	\$	928.06
958395	2	\$ 13,857.80	\$	928.06
958396	2	\$ 13,857.80	\$	928.06
958397	2	\$ 13,857.80	\$	928.06
958398	Open Space	\$ -	\$	-
958402	3	\$ 14,100.92	\$	944.34
958403	3	\$ 14,100.92	\$	944.34
958404	3	\$ 14,100.92	\$	944.34
958405	3	\$ 14,100.92	\$	944.34
958407	2	\$ 13,857.80	\$	928.06
958408	2	\$ 13,857.80	\$	928.06
958409	2	\$ 13,857.80	\$	928.06
958410	2	\$ 13,857.80	\$	928.06
958411	2	\$ 13,857.80	\$	928.06
958412	Open Space	\$ -	\$	-
958413	3	\$ 14,100.92	\$	944.34
958414	3	\$ 14,100.92	\$	944.34
958415	3	\$ 14,100.92	\$	944.34
958416	3	\$ 14,100.92	\$	944.34
958463	2	\$ 13,857.80	\$	928.06
958464	2	\$ 13,857.80	\$	928.06
958465	2	\$ 13,857.80	\$	928.06
958466	2	\$ 13,857.80	\$	928.06
958467	2	\$ 13,857.80	\$	928.06
958468	2	\$ 13,857.80	\$	928.06
958469	2	\$ 13,857.80	\$	928.06
958470	2	\$ 13,857.80	\$	928.06
958471	2	\$ 13,857.80	\$	928.06
958472	2	\$ 13,857.80	\$	928.06
958475	3	\$ 14,100.92	\$	944.34
958476	3	\$ 14,100.92	\$	944.34
958477	3	\$ 14,100.92	\$	944.34
958478	3	\$ 14,100.92	\$	944.34
958479	3	\$ 14,100.92	\$	944.34

		Improvement Area #2		
Parcel ID	Lot Type	Annual Installment		
		Outstanding Assessment	Due 1/31/2024	
958480	3	\$	14,100.92	\$ 944.34
958481	3	\$	14,100.92	\$ 944.34
958482	3	\$	14,100.92	\$ 944.34
958483	3	\$	14,100.92	\$ 944.34
958484	2	\$	13,857.80	\$ 928.06
958485	2	\$	13,857.80	\$ 928.06
958486	2	\$	13,857.80	\$ 928.06
958487	2	\$	13,857.80	\$ 928.06
958488	2	\$	13,857.80	\$ 928.06
958489	2	\$	13,857.80	\$ 928.06
958490	2	\$	13,857.80	\$ 928.06
958491	2	\$	13,857.80	\$ 928.06
958492	3	\$	14,100.92	\$ 944.34
958493	3	\$	14,100.92	\$ 944.34
958494	3	\$	14,100.92	\$ 944.34
958495	3	\$	14,100.92	\$ 944.34
958496	3	\$	14,100.92	\$ 944.34
958497	2	\$	13,857.80	\$ 928.06
958498	2	\$	13,857.80	\$ 928.06
958499	2	\$	13,857.80	\$ 928.06
958500	2	\$	13,857.80	\$ 928.06
958501	2	\$	13,857.80	\$ 928.06
958761	2	\$	13,857.80	\$ 928.06
958762	2	\$	13,857.80	\$ 928.06
958763	2	\$	13,857.80	\$ 928.06
958764	2	\$	13,857.80	\$ 928.06
958765	2	\$	13,857.80	\$ 928.06
958766	2	\$	13,857.80	\$ 928.06
958767	2	\$	13,857.80	\$ 928.06
958768	2	\$	13,857.80	\$ 928.06
958769	Open Space	\$	-	\$ -
958770	2	\$	13,857.80	\$ 928.06
958771	2	\$	13,857.80	\$ 928.06
958772	3	\$	14,100.92	\$ 944.34
958773	3	\$	14,100.92	\$ 944.34
958774	Open Space	\$	-	\$ -
958775	3	\$	14,100.92	\$ 944.34
958776	3	\$	14,100.92	\$ 944.34
958777	3	\$	14,100.92	\$ 944.34
958778	3	\$	14,100.92	\$ 944.34

		Improvement Area #2	
Parcel ID	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2024
958779	3	\$ 14,100.92	\$ 944.34
958780	3	\$ 14,100.92	\$ 944.34
958781	Open Space	\$ -	\$ -
958782	3	\$ 14,100.92	\$ 944.34
958783	3	\$ 14,100.92	\$ 944.34
958784	3	\$ 14,100.92	\$ 944.34
958785	3	\$ 14,100.92	\$ 944.34
958786	3	\$ 14,100.92	\$ 944.34
958787	3	\$ 14,100.92	\$ 944.34
958788	3	\$ 14,100.92	\$ 944.34
958789	3	\$ 14,100.92	\$ 944.34
958790	3	\$ 14,100.92	\$ 944.34
958791	3	\$ 14,100.92	\$ 944.34
958792	3	\$ 14,100.92	\$ 944.34
958793	3	\$ 14,100.92	\$ 944.34
958794	2	\$ 13,857.80	\$ 928.06
958795	2	\$ 13,857.80	\$ 928.06
958796	2	\$ 13,857.80	\$ 928.06
958797	2	\$ 13,857.80	\$ 928.06
958798	2	\$ 13,857.80	\$ 928.06
958799	3	\$ 14,100.92	\$ 944.34
958800	3	\$ 14,100.92	\$ 944.34
958801	3	\$ 14,100.92	\$ 944.34
958802	2	\$ 13,857.80	\$ 928.06
958803	2	\$ 13,857.80	\$ 928.06
958804	2	\$ 13,857.80	\$ 928.06
958805	3	\$ 14,100.92	\$ 944.34
958806	3	\$ 14,100.92	\$ 944.34
958807	3	\$ 14,100.92	\$ 944.34
958808	3	\$ 14,100.92	\$ 944.34
958809	3	\$ 14,100.92	\$ 944.34
958810	3	\$ 14,100.92	\$ 944.34
958811	3	\$ 14,100.92	\$ 944.34
958812	3	\$ 14,100.92	\$ 944.34
958813	3	\$ 14,100.92	\$ 944.34
958814	3	\$ 14,100.92	\$ 944.34
958815	3	\$ 14,100.92	\$ 944.34
958816	3	\$ 14,100.92	\$ 944.34
958817	3	\$ 14,100.92	\$ 944.34
958818	3	\$ 14,100.92	\$ 944.34

		Improvement Area #2	
Parcel ID	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2024
958819	3	\$ 14,100.92	\$ 944.34
958820	3	\$ 14,100.92	\$ 944.34
958821	3	\$ 14,100.92	\$ 944.34
958822	3	\$ 14,100.92	\$ 944.34
958823	3	\$ 14,100.92	\$ 944.34
958824	3	\$ 14,100.92	\$ 944.34
958825	2	\$ 13,857.80	\$ 928.06
958826	2	\$ 13,857.80	\$ 928.06
958827	2	\$ 13,857.80	\$ 928.06
958828	2	\$ 13,857.80	\$ 928.06
958829	2	\$ 13,857.80	\$ 928.06
958830	3	\$ 14,100.92	\$ 944.34
958831	3	\$ 14,100.92	\$ 944.34
958832	3	\$ 14,100.92	\$ 944.34
958833	3	\$ 14,100.92	\$ 944.34
958834	3	\$ 14,100.92	\$ 944.34
958835	3	\$ 14,100.92	\$ 944.34
958836	3	\$ 14,100.92	\$ 944.34
958837	3	\$ 14,100.92	\$ 944.34
958838	3	\$ 14,100.92	\$ 944.34
958839	Open Space	\$ -	\$ -
958840	3	\$ 14,100.92	\$ 944.34
<b>Total</b>		<b>\$ 3,482,683.49</b>	<b>\$ 233,235.84</b>

*Note: Totals may not sum due to rounding. Due to prepayments not yet redeemed the outstanding assessment may be less than outstanding Bonds for Improvement Area #2.*

## EXHIBIT I – IMPROVEMENT AREA #2 ANNUAL INSTALLMENT SCHEDULE

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest [b]	Capitalized Interest	Total Annual Installment
2024	\$ 75,746.18	\$ 126,777.11	\$ 14,157.91	\$ 17,482.71	\$ -	\$ 234,163.90
2025	78,189.60	124,883.46	14,441.06	17,103.98	-	234,618.09
2026	80,633.03	122,928.72	14,729.89	16,713.03	-	235,004.65
2027	83,076.45	120,912.89	15,024.48	16,309.86	-	235,323.68
2028	85,519.88	118,316.75	15,324.97	15,894.48	-	235,056.08
2029	87,963.30	115,644.25	15,631.47	15,466.88	-	234,705.90
2030	90,406.73	112,895.40	15,944.10	15,027.06	-	234,273.29
2031	92,850.15	110,070.19	16,262.98	14,575.03	-	233,758.35
2032	97,737.00	107,168.62	16,588.24	14,110.78	-	235,604.65
2033	100,180.43	103,747.83	16,920.01	13,622.09	-	234,470.36
2034	102,623.85	100,241.51	17,258.41	13,121.19	-	233,244.96
2035	107,510.70	96,649.68	17,603.58	12,608.07	-	234,372.03
2036	112,397.55	92,886.80	17,955.65	12,070.52	-	235,310.52
2037	114,840.98	88,952.89	18,314.76	11,508.53	-	233,617.16
2038	119,727.83	84,933.46	18,681.06	10,934.33	-	234,276.66
2039	124,614.68	80,742.98	19,054.68	10,335.69	-	234,748.02
2040	129,501.53	76,381.47	19,435.77	9,712.61	-	235,031.38
2041	134,388.38	71,848.91	19,824.49	9,065.11	-	235,126.88
2042	139,275.23	67,145.32	20,220.98	8,393.17	-	235,034.69
2043	144,162.08	61,574.31	20,625.40	7,696.79	-	234,058.57
2044	149,048.93	55,807.83	21,037.90	6,975.98	-	232,870.64
2045	156,379.20	49,845.87	21,458.66	6,230.73	-	233,914.47
2046	163,709.48	43,590.70	21,887.83	5,448.84	-	234,636.85
2047	171,039.76	37,042.32	22,325.59	4,630.29	-	235,037.96
2048	175,926.61	30,200.73	22,772.10	3,775.09	-	232,674.53
2049	185,700.31	23,163.67	23,227.55	2,895.46	-	234,986.97
2050	193,030.58	15,735.66	23,692.10	1,966.96	-	234,425.29
2051	200,360.86	8,014.43	24,165.94	1,001.80	-	233,543.03
<b>Total</b>	<b>\$ 3,496,541.28</b>	<b>\$ 2,248,103.77</b>	<b>\$ 524,567.55</b>	<b>\$ 294,677.06</b>	<b>\$ -</b>	<b>\$ 6,563,889.54</b>

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

**EXHIBIT J – IMPROVEMENT AREA #3 ASSESSMENT ROLL**

Parcel ID	Legal Description	Lot Type	Improvement Area #3	
			Outstanding Assessment	Annual Installment Due 1/31/2024
958418	MANOR HEIGHTS PHS 2 SEC 1B BLK M LOT 2	Condo Parcel	\$ 864,012.02	\$ 70,237.78
966229	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 8 (DRAINAGE)	Non-Benefited	\$ -	\$ -
965955	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 50 (PARKLAND)	Non-Benefited	\$ -	\$ -
966065	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 27	Lot Type 5	\$ 12,355.37	\$ 1,004.40
965943	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 38	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965944	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 39	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965945	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 40	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965946	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 41	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965947	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 42	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965948	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 43	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965949	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 44	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965950	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 45	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965951	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 46	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965952	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 47	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965953	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 48	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965954	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 49	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965955	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 50 (PARKLAND)	Non-Benefited	\$ -	\$ -
965956	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 51	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965957	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 52	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965958	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 53	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965959	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 54	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965960	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 55	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965961	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 56	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965962	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 57	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965963	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 58	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965964	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 59	Lot Type 5	\$ 12,355.37	\$ 1,004.40
965965	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 60 (LANDSCAPE)	Non-Benefited	\$ -	\$ -
965966	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 8	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965967	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 7	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965968	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 6	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965969	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 5	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965970	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 4	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965971	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 3	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965972	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 2	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965973	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 1	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965974	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 18	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965975	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 17	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965976	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 16	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965977	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 15	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965978	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 14	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965979	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 13	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965980	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 12	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965981	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 11	Lot Type 6	\$ 13,478.59	\$ 1,095.71
965983	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 46 (LANDSCAPE)	Non-Benefited	\$ -	\$ -
965984	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 45	Lot Type 4	\$ 11,232.16	\$ 913.09
965985	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 44	Lot Type 4	\$ 11,232.16	\$ 913.09
965986	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 43	Lot Type 4	\$ 11,232.16	\$ 913.09
965987	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 42	Lot Type 4	\$ 11,232.16	\$ 913.09
965988	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 41	Lot Type 4	\$ 11,232.16	\$ 913.09
965989	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 40	Lot Type 4	\$ 11,232.16	\$ 913.09
965990	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 39	Lot Type 4	\$ 11,232.16	\$ 913.09
965991	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 38	Lot Type 4	\$ 11,232.16	\$ 913.09
965992	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 37	Lot Type 4	\$ 11,232.16	\$ 913.09
965993	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 36	Lot Type 4	\$ 11,232.16	\$ 913.09
965994	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 35	Lot Type 4	\$ 11,232.16	\$ 913.09

Parcel ID	Legal Description	Lot Type	Improvement Area #3	
			Outstanding Assessment	Annual Installment Due 1/31/2024
965995	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 34	Lot Type 4	\$ 11,232.16	\$ 913.09
965996	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 33	Lot Type 4	\$ 11,232.16	\$ 913.09
965997	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 32	Lot Type 4	\$ 11,232.16	\$ 913.09
965998	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 31	Lot Type 4	\$ 11,232.16	\$ 913.09
965999	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 30	Lot Type 4	\$ 11,232.16	\$ 913.09
966000	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 29	Lot Type 4	\$ 11,232.16	\$ 913.09
966001	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 28	Lot Type 4	\$ 11,232.16	\$ 913.09
966002	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 27	Lot Type 4	\$ 11,232.16	\$ 913.09
966003	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 26	Lot Type 4	\$ 11,232.16	\$ 913.09
966004	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 25	Lot Type 4	\$ 11,232.16	\$ 913.09
966005	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 24	Lot Type 4	\$ 11,232.16	\$ 913.09
966006	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 23	Lot Type 4	\$ 11,232.16	\$ 913.09
966007	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 22	Lot Type 4	\$ 11,232.16	\$ 913.09
966008	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 21	Lot Type 4	\$ 11,232.16	\$ 913.09
966009	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 22	Lot Type 4	\$ 11,232.16	\$ 913.09
966010	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 21	Lot Type 4	\$ 11,232.16	\$ 913.09
966011	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 20	Lot Type 4	\$ 11,232.16	\$ 913.09
966012	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 19	Lot Type 4	\$ 11,232.16	\$ 913.09
966013	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 18	Lot Type 4	\$ 11,232.16	\$ 913.09
966014	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 17	Lot Type 4	\$ 11,232.16	\$ 913.09
966015	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 16	Lot Type 4	\$ 11,232.16	\$ 913.09
966016	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 15	Lot Type 4	\$ 11,232.16	\$ 913.09
966017	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 14	Lot Type 4	\$ 11,232.16	\$ 913.09
966018	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 13	Lot Type 4	\$ 11,232.16	\$ 913.09
966019	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 12	Lot Type 4	\$ 11,232.16	\$ 913.09
966020	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 11	Lot Type 4	\$ 11,232.16	\$ 913.09
966021	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 10	Lot Type 4	\$ 11,232.16	\$ 913.09
966022	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 9	Lot Type 4	\$ 11,232.16	\$ 913.09
966023	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 8	Lot Type 4	\$ 11,232.16	\$ 913.09
966024	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 7	Lot Type 4	\$ 11,232.16	\$ 913.09
966025	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 6	Lot Type 4	\$ 11,232.16	\$ 913.09
966026	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 5	Lot Type 4	\$ 11,232.16	\$ 913.09
966027	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 4	Lot Type 4	\$ 11,232.16	\$ 913.09
966028	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 3	Lot Type 4	\$ 11,232.16	\$ 913.09
966029	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 2	Lot Type 4	\$ 11,232.16	\$ 913.09
966030	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 1 (LANDSCAPE)	Non-Benefited	\$ -	\$ -
966031	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 24	Lot Type 4	\$ 11,232.16	\$ 913.09
966032	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 23	Lot Type 4	\$ 11,232.16	\$ 913.09
966033	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 22	Lot Type 4	\$ 11,232.16	\$ 913.09
966034	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 21	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966035	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 20	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966036	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 19	Lot Type 4	\$ 11,232.16	\$ 913.09
966037	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 18	Lot Type 4	\$ 11,232.16	\$ 913.09
966038	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 17	Lot Type 4	\$ 11,232.16	\$ 913.09
966039	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 16	Lot Type 4	\$ 11,232.16	\$ 913.09
966040	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 15	Lot Type 4	\$ 11,232.16	\$ 913.09
966041	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 14	Lot Type 4	\$ 11,232.16	\$ 913.09
966042	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 13	Lot Type 4	\$ 11,232.16	\$ 913.09
966043	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 12	Lot Type 4	\$ 11,232.16	\$ 913.09
966044	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 11	Lot Type 4	\$ 11,232.16	\$ 913.09
966045	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 10	Lot Type 4	\$ 11,232.16	\$ 913.09
966046	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 9	Lot Type 4	\$ 11,232.16	\$ 913.09
966047	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 8	Lot Type 4	\$ 11,232.16	\$ 913.09
966048	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 7	Lot Type 4	\$ 11,232.16	\$ 913.09
966049	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 6	Lot Type 4	\$ 11,232.16	\$ 913.09



Parcel ID	Legal Description	Lot Type	Improvement Area #3	
			Outstanding Assessment	Annual Installment Due 1/31/2024
966050	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 5	Lot Type 4	\$ 11,232.16	\$ 913.09
966051	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 4	Lot Type 4	\$ 11,232.16	\$ 913.09
966052	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 3	Lot Type 4	\$ 11,232.16	\$ 913.09
966053	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 2	Lot Type 4	\$ 11,232.16	\$ 913.09
966054	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 1 (LANDSCAPE)	Non-Benefited	\$ -	\$ -
966055	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 14	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966056	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 13	Lot Type 4	\$ 11,232.16	\$ 913.09
966057	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 12	Lot Type 4	\$ 11,232.16	\$ 913.09
966058	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 11	Lot Type 4	\$ 11,232.16	\$ 913.09
966059	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 10	Lot Type 4	\$ 11,232.16	\$ 913.09
966060	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 9	Lot Type 4	\$ 11,232.16	\$ 913.09
966061	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 8	Lot Type 4	\$ 11,232.16	\$ 913.09
966062	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 7	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966063	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 28	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966064	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 29	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966066	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 10	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966067	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 9	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966069	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 30	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966070	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 31	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966071	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 32	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966072	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 33	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966073	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 34	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966074	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 35	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966075	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 36	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966076	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 37	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966077	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 6	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966078	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 5	Lot Type 4	\$ 11,232.16	\$ 913.09
966079	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 4	Lot Type 4	\$ 11,232.16	\$ 913.09
966080	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 3	Lot Type 4	\$ 11,232.16	\$ 913.09
966081	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 2	Lot Type 4	\$ 11,232.16	\$ 913.09
966082	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 1 (LANDSCAPE)	Non-Benefited	\$ -	\$ -
966083	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 26	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966084	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 25	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966085	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 24	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966086	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 23	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966087	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 22	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966088	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 21	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966089	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 20	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966090	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 19	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966091	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 18	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966092	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 17	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966093	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 16	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966094	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 15	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966095	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 25	Lot Type 4	\$ 11,232.16	\$ 913.09
966124	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 20	Lot Type 4	\$ 11,232.16	\$ 913.09
966125	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 19	Lot Type 4	\$ 11,232.16	\$ 913.09
966126	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 12	Lot Type 4	\$ 11,232.16	\$ 913.09
966127	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 11	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966128	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 10	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966129	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 9	Lot Type 4	\$ 11,232.16	\$ 913.09
966130	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 8	Lot Type 4	\$ 11,232.16	\$ 913.09
966131	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 7	Lot Type 4	\$ 11,232.16	\$ 913.09
966132	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 6	Lot Type 4	\$ 11,232.16	\$ 913.09
966133	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 5	Lot Type 4	\$ 11,232.16	\$ 913.09
966134	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 4	Lot Type 4	\$ 11,232.16	\$ 913.09

Parcel ID	Legal Description	Lot Type	Improvement Area #3	
			Outstanding Assessment	Annual Installment Due 1/31/2024
966135	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 3	Lot Type 4	\$ 11,232.16	\$ 913.09
966136	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 2	Lot Type 4	\$ 11,232.16	\$ 913.09
966137	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 1	Lot Type 4	\$ 11,232.16	\$ 913.09
966138	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 1 (LANDSCAPE)	Non-Benefited	\$ -	\$ -
966139	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 2	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966140	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 3	Lot Type 4	\$ 11,232.16	\$ 913.09
966141	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 4	Lot Type 4	\$ 11,232.16	\$ 913.09
966142	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 5	Lot Type 4	\$ 11,232.16	\$ 913.09
966143	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 6	Lot Type 4	\$ 11,232.16	\$ 913.09
966144	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 7	Lot Type 4	\$ 11,232.16	\$ 913.09
966145	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 8	Lot Type 4	\$ 11,232.16	\$ 913.09
966146	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 9	Lot Type 4	\$ 11,232.16	\$ 913.09
966147	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 10	Lot Type 4	\$ 11,232.16	\$ 913.09
966148	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 11	Lot Type 4	\$ 11,232.16	\$ 913.09
966149	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 12	Lot Type 4	\$ 11,232.16	\$ 913.09
966150	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 13	Lot Type 4	\$ 11,232.16	\$ 913.09
966151	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 14	Lot Type 4	\$ 11,232.16	\$ 913.09
966152	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 15 (DRAINAGE)	Non-Benefited	\$ -	\$ -
966153	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 16	Lot Type 4	\$ 11,232.16	\$ 913.09
966154	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 17	Lot Type 4	\$ 11,232.16	\$ 913.09
966155	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 18	Lot Type 4	\$ 11,232.16	\$ 913.09
966156	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 19	Lot Type 4	\$ 11,232.16	\$ 913.09
966157	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 20 (LANDSCAPE)	Non-Benefited	\$ -	\$ -
966158	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 37	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966159	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 36	Lot Type 4	\$ 11,232.16	\$ 913.09
966160	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 35	Lot Type 4	\$ 11,232.16	\$ 913.09
966161	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 34	Lot Type 4	\$ 11,232.16	\$ 913.09
966162	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 33	Lot Type 4	\$ 11,232.16	\$ 913.09
966163	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 32	Lot Type 4	\$ 11,232.16	\$ 913.09
966164	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 31	Lot Type 4	\$ 11,232.16	\$ 913.09
966165	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 30	Lot Type 4	\$ 11,232.16	\$ 913.09
966166	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 29	Lot Type 4	\$ 11,232.16	\$ 913.09
966167	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 28	Lot Type 4	\$ 11,232.16	\$ 913.09
966168	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 27	Lot Type 4	\$ 11,232.16	\$ 913.09
966169	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 26	Lot Type 4	\$ 11,232.16	\$ 913.09
966170	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 25	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966171	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 24	Lot Type 4	\$ 11,232.16	\$ 913.09
966172	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 23	Lot Type 4	\$ 11,232.16	\$ 913.09
966173	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 22	Lot Type 4	\$ 11,232.16	\$ 913.09
966174	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 21	Lot Type 4	\$ 11,232.16	\$ 913.09
966175	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 20 (LANDSCAPE)	Non-Benefited	\$ -	\$ -
966176	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 19	Lot Type 4	\$ 11,232.16	\$ 913.09
966177	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 18	Lot Type 4	\$ 11,232.16	\$ 913.09
966178	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 17	Lot Type 4	\$ 11,232.16	\$ 913.09
966179	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 16	Lot Type 4	\$ 11,232.16	\$ 913.09
966180	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 15 (DRAINAGE)	Non-Benefited	\$ -	\$ -
966181	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 14	Lot Type 4	\$ 11,232.16	\$ 913.09
966182	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 13	Lot Type 4	\$ 11,232.16	\$ 913.09
966183	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 12	Lot Type 4	\$ 11,232.16	\$ 913.09
966184	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 11	Lot Type 4	\$ 11,232.16	\$ 913.09
966185	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 10	Lot Type 4	\$ 11,232.16	\$ 913.09
966186	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 9	Lot Type 4	\$ 11,232.16	\$ 913.09
966187	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 8	Lot Type 4	\$ 11,232.16	\$ 913.09
966188	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 7	Lot Type 4	\$ 11,232.16	\$ 913.09
966189	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 6	Lot Type 4	\$ 11,232.16	\$ 913.09

Parcel ID	Legal Description	Lot Type	Improvement Area #3	
			Outstanding Assessment	Annual Installment Due 1/31/2024
966190	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 5	Lot Type 4	\$ 11,232.16	\$ 913.09
966191	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 4	Lot Type 4	\$ 11,232.16	\$ 913.09
966192	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 3	Lot Type 4	\$ 11,232.16	\$ 913.09
966193	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 2	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966194	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 1 (LANDSCAPE)	Non-Benefited	\$ -	\$ -
966196	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 26	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966197	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 25	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966198	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 24	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966199	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 23	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966200	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 22	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966201	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 21	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966202	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 20	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966203	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 19	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966204	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 18	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966205	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 17	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966206	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 16	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966207	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 15	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966208	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 14	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966209	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 13	Lot Type 4	\$ 11,232.16	\$ 913.09
966210	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 12	Lot Type 4	\$ 11,232.16	\$ 913.09
966211	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 11	Lot Type 4	\$ 11,232.16	\$ 913.09
966212	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 10	Lot Type 4	\$ 11,232.16	\$ 913.09
966213	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 9	Lot Type 4	\$ 11,232.16	\$ 913.09
966214	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 8	Lot Type 4	\$ 11,232.16	\$ 913.09
966215	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 7	Lot Type 4	\$ 11,232.16	\$ 913.09
966216	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 6	Lot Type 4	\$ 11,232.16	\$ 913.09
966217	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 5	Lot Type 4	\$ 11,232.16	\$ 913.09
966218	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 4	Lot Type 4	\$ 11,232.16	\$ 913.09
966219	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 3	Lot Type 4	\$ 11,232.16	\$ 913.09
966220	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 2	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966221	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 1 (LANDSCAPE)	Non-Benefited	\$ -	\$ -
966222	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 1	Lot Type 4	\$ 11,232.16	\$ 913.09
966223	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 2	Lot Type 4	\$ 11,232.16	\$ 913.09
966224	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 3	Lot Type 4	\$ 11,232.16	\$ 913.09
966225	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 4	Lot Type 4	\$ 11,232.16	\$ 913.09
966226	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 5	Lot Type 4	\$ 11,232.16	\$ 913.09
966227	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 6	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966228	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 7	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966229	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 8 (DRAINAGE)	Non-Benefited	\$ -	\$ -
966230	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 9	Lot Type 4	\$ 11,232.16	\$ 913.09
966231	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 10	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966232	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 11	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966233	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 12	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966234	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 13	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966235	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 14	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966236	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 15	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966237	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 16	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966238	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 17	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966239	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 18	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966240	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 19	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966241	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 20	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966242	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 21	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966243	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 22	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966244	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 23	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966245	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 24	Lot Type 5	\$ 12,355.37	\$ 1,004.40

Parcel ID	Legal Description	Lot Type	Improvement Area #3	
			Outstanding Assessment	Annual Installment Due 1/31/2024
966246	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 25	Lot Type 6	\$ 13,478.59	\$ 1,095.71
966247	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 26	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966098	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 18	Lot Type 4	\$ 11,232.16	\$ 913.09
966099	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 17	Lot Type 4	\$ 11,232.16	\$ 913.09
966100	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 16	Lot Type 4	\$ 11,232.16	\$ 913.09
966101	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 15	Lot Type 4	\$ 11,232.16	\$ 913.09
966102	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 14	Lot Type 4	\$ 11,232.16	\$ 913.09
966103	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 13	Lot Type 4	\$ 11,232.16	\$ 913.09
966104	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 12	Lot Type 4	\$ 11,232.16	\$ 913.09
966105	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 11	Lot Type 4	\$ 11,232.16	\$ 913.09
966106	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 10	Lot Type 4	\$ 11,232.16	\$ 913.09
966107	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 9	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966108	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 8	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966109	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 7	Lot Type 5	\$ 12,355.37	\$ 1,004.40
966110	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 6	Lot Type 4	\$ 11,232.16	\$ 913.09
966111	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 5	Lot Type 4	\$ 11,232.16	\$ 913.09
966112	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 4	Lot Type 4	\$ 11,232.16	\$ 913.09
966113	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 3	Lot Type 4	\$ 11,232.16	\$ 913.09
966114	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 2	Lot Type 4	\$ 11,232.16	\$ 913.09
966115	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 1 (LANDSCAPE)	Non-Benefited	\$ -	\$ -
966116	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 20	Lot Type 4	\$ 11,232.16	\$ 913.09
966117	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 19	Lot Type 4	\$ 11,232.16	\$ 913.09
966118	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 18	Lot Type 4	\$ 11,232.16	\$ 913.09
966119	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 17	Lot Type 4	\$ 11,232.16	\$ 913.09
966120	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 16	Lot Type 4	\$ 11,232.16	\$ 913.09
966121	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 15	Lot Type 4	\$ 11,232.16	\$ 913.09
966122	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 14	Lot Type 4	\$ 11,232.16	\$ 913.09
966123	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 13	Lot Type 4	\$ 11,232.16	\$ 913.09
<b>Total</b>			<b>\$ 4,255,000.00</b>	<b>\$ 345,900.00</b>

**EXHIBIT K-1 – IMPROVEMENT AREA #3 BONDS ANNUAL INSTALLMENT  
SCHEDULE**

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest [b]	Total Annual Installment
2024	\$ 60,000	\$ 234,025	\$ 30,600	\$ 21,275	\$ 345,900
2025	60,000	230,725	31,212	20,975	342,912
2026	65,000	227,425	31,836	20,675	344,936
2027	70,000	223,850	32,473	20,350	346,673
2028	75,000	220,000	33,122	20,000	348,122
2029	75,000	215,875	33,785	19,625	344,285
2030	80,000	211,750	34,461	19,250	345,461
2031	85,000	207,350	35,150	18,850	346,350
2032	90,000	202,675	35,853	18,425	346,953
2033	95,000	197,725	36,570	17,975	347,270
2034	100,000	192,500	37,301	17,500	347,301
2035	105,000	187,000	38,047	17,000	347,047
2036	110,000	181,225	38,808	16,475	346,508
2037	120,000	175,175	39,584	15,925	350,684
2038	125,000	168,575	40,376	15,325	349,276
2039	130,000	161,700	41,184	14,700	347,584
2040	140,000	154,550	42,007	14,050	350,607
2041	145,000	146,850	42,847	13,350	348,047
2042	155,000	138,875	43,704	12,625	350,204
2043	165,000	130,350	44,578	11,850	351,778
2044	170,000	121,275	45,470	11,025	347,770
2045	180,000	111,925	46,379	10,175	348,479
2046	190,000	102,025	47,307	9,275	348,607
2047	200,000	91,575	48,253	8,325	348,153
2048	210,000	80,575	49,218	7,325	347,118
2049	225,000	69,025	50,203	6,275	350,503
2050	235,000	56,650	51,207	5,150	348,007
2051	250,000	43,725	52,231	3,975	349,931
2052	265,000	29,975	53,275	2,725	350,975
2053	280,000	15,400	54,341	1,400	351,141
<b>Total</b>	<b>\$ 4,255,000</b>	<b>\$ 4,530,350</b>	<b>\$ 1,241,383</b>	<b>\$ 411,850</b>	<b>\$ 10,438,583</b>

[a] Interest is calculated at a 5.50% rate for illustrative purposes.

[b] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

## EXHIBIT K-2 - IMPROVEMENT AREA #3 TOTAL ANNUAL INSTALLMENT SCHEDULE

Installment Due 1/31	Major Improvement Area Bonds				Improvement Area #3 Bonds				Total Annual Installment
	Principal	Interest [a]	Annual Collection	Additional Interest [c]	Principal	Interest [b]	Annual Collection	Additional Interest [c]	
2024	\$ 48,189	\$ 102,171	\$ 8,942	\$ 12,327	\$ 60,000	\$ 234,025	\$ 30,600	\$ 21,275	\$ 517,529
2025	49,744	100,665	9,120	12,086	60,000	230,725	31,212	20,975	514,528
2026	52,853	99,111	9,303	11,837	65,000	227,425	31,836	20,675	518,040
2027	54,407	97,459	9,489	11,573	70,000	223,850	32,473	20,350	519,602
2028	55,962	95,419	9,679	11,301	75,000	220,000	33,122	20,000	520,483
2029	57,516	93,320	9,872	11,021	75,000	215,875	33,785	19,625	516,015
2030	60,625	91,163	10,070	10,734	80,000	211,750	34,461	19,250	518,053
2031	62,180	88,890	10,271	10,431	85,000	207,350	35,150	18,850	518,121
2032	65,289	86,558	10,477	10,120	90,000	202,675	35,853	18,425	519,396
2033	68,398	83,865	10,686	9,793	95,000	197,725	36,570	17,975	520,012
2034	71,507	81,044	10,900	9,451	100,000	192,500	37,301	17,500	520,203
2035	74,616	78,094	11,118	9,094	105,000	187,000	38,047	17,000	519,969
2036	77,725	75,016	11,340	8,721	110,000	181,225	38,808	16,475	519,310
2037	80,834	71,810	11,567	8,332	120,000	175,175	39,584	15,925	523,227
2038	83,943	68,476	11,798	7,928	125,000	168,575	40,376	15,325	521,421
2039	87,052	65,013	12,034	7,508	130,000	161,700	41,184	14,700	519,191
2040	91,715	61,422	12,275	7,073	140,000	154,550	42,007	14,050	523,092
2041	94,824	57,639	12,520	6,614	145,000	146,850	42,847	13,350	519,645
2042	99,488	53,727	12,771	6,140	155,000	138,875	43,704	12,625	522,331
2043	104,151	49,375	13,026	5,643	165,000	130,350	44,578	11,850	523,973
2044	108,815	44,818	13,287	5,122	170,000	121,275	45,470	11,025	519,812
2045	113,478	40,057	13,553	4,578	180,000	111,925	46,379	10,175	520,146
2046	118,142	35,093	13,824	4,011	190,000	102,025	47,307	9,275	519,676
2047	124,360	29,924	14,100	3,420	200,000	91,575	48,253	8,325	519,957
2048	130,578	24,483	14,382	2,798	210,000	80,575	49,218	7,325	519,359
2049	136,796	18,771	14,670	2,145	225,000	69,025	50,203	6,275	522,884
2050	143,014	12,786	14,963	1,461	235,000	56,650	51,207	5,150	520,230
2051	149,232	6,529	15,262	746	250,000	43,725	52,231	3,975	521,700
2052	-	-	-	-	265,000	29,975	53,275	2,725	350,975
2053	-	-	-	-	280,000	15,400	54,341	1,400	351,141
<b>Total</b>	<b>\$ 2,465,431</b>	<b>\$ 1,812,698</b>	<b>\$ 331,299</b>	<b>\$ 212,010</b>	<b>\$ 4,255,000</b>	<b>\$ 4,530,350</b>	<b>\$ 1,241,383</b>	<b>\$ 411,850</b>	<b>\$ 15,260,022</b>

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Interest is calculated at a 5.50% rate for illustrative purposes.

[c] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

## EXHIBIT L - MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

Parcel ID	Legal Description	Improvement Area	Lot Type	Major Improvement Area	
				Outstanding Assessment	Annual Installment Due 1/31/2024
248072	Abs. 154, Sur. 52, AC Caldwell	MIA	Initial Parcel	\$ 549,699.22	\$ 38,266.96
248122	Abs. 456, Sur. 64, L Kimbro	MIA	Initial Parcel	\$ 2,356,578.77	\$ 164,051.71
477399	Lot 2, J F Nagle Estates	MIA	Initial Parcel	\$ 856,397.67	\$ 59,617.57
704716	Abs. 154, Sur. 52, AC Caldwell	MIA	Initial Parcel	\$ 528,324.75	\$ 36,778.99
958419	Manor Heights PHS 2 Sec 18 Blk M Lot 1	MIA	Initial Parcel	\$ 33,522.82	\$ 2,333.67
236952	Abs. 154, Sur. 52, AC Caldwell	MIA	Initial Parcel	\$ 1,043,327.44	\$ 72,630.57
902644	Abs. 154, Sur. 52, AC Caldwell	MIA	Initial Parcel	\$ 96,717.84	\$ 6,732.95
958418	Manor Heights PHS 2 Sec 18 Blk M Lot 2	IA#3	Condo Parcel	\$ 500,625.72	\$ 34,850.74
966229	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 8 (DRAINAGE)	IA#3	Non-Benefited	\$ -	\$ -
965955	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 50 (PARKLAND)	IA#3	Non-Benefited	\$ -	\$ -
966065	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 27	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
965943	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 38	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965944	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 39	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965945	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 40	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965946	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 41	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965947	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 42	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965948	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 43	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965949	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 44	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965950	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 45	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965951	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 46	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965952	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 47	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965953	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 48	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965954	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 49	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965955	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 50 (PARKLAND)	IA#3	Non-Benefited	\$ -	\$ -
965956	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 51	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965957	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 52	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965958	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 53	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965959	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 54	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965960	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 55	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965961	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 56	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965962	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 57	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965963	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 58	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965964	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 59	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
965965	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 60 (LANDSCAPE)	IA#3	Non-Benefited	\$ -	\$ -
965966	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 8	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965967	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 7	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965968	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 6	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965969	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 5	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965970	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 4	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965971	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 3	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965972	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 2	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965973	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 1	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965974	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 18	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965975	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 17	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965976	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 16	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965977	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 15	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965978	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 14	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965979	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 13	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965980	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 12	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965981	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 11	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
965983	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 46 (LANDSCAPE)	IA#3	Non-Benefited	\$ -	\$ -
965984	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 45	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
965985	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 44	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
965986	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 43	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
965987	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 42	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
965988	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 41	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
965989	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 40	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
965990	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 39	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
965991	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 38	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
965992	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 37	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06

Parcel ID	Legal Description	Improvement Area	Lot Type	Major Improvement Area	
				Outstanding Assessment	Annual Installment Due 1/31/2024
965993	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 36	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
965994	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 35	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
965995	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 34	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
965996	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 33	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
965997	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 32	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
965998	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 31	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
965999	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 30	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966000	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 29	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966001	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 28	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966002	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 27	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966003	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 26	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966004	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 25	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966005	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 24	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966006	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 23	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966007	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 22	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966008	MANOR HEIGHTS PHS 3 SEC 2 BLK F LOT 21	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966009	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 22	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966010	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 21	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966011	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 20	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966012	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 19	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966013	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 18	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966014	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 17	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966015	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 16	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966016	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 15	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966017	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 14	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966018	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 13	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966019	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 12	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966020	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 11	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966021	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 10	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966022	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 9	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966023	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 8	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966024	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 7	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966025	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 6	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966026	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 5	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966027	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 4	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966028	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 3	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966029	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 2	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966030	MANOR HEIGHTS PHS 3 SEC 2 BLK I LOT 1 (LANDSCAPE)	IA#3	Non-Benefited	\$ -	\$ -
966031	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 24	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966032	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 23	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966033	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 22	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966034	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 21	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966035	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 20	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966036	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 19	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966037	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 18	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966038	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 17	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966039	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 16	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966040	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 15	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966041	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 14	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966042	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 13	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966043	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 12	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966044	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 11	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966045	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 10	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966046	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 9	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966047	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 8	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966048	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 7	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966049	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 6	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966050	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 5	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966051	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 4	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966052	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 3	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06



Parcel ID	Legal Description	Improvement Area	Lot Type	Major Improvement Area	
				Outstanding Assessment	Annual Installment Due 1/31/2024
966053	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 2	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966054	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 1 (LANDSCAPE)	IA#3	Non-Benefited	\$ -	\$ -
966055	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 14	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966056	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 13	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966057	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 12	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966058	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 11	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966059	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 10	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966060	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 9	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966061	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 8	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966062	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 7	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966063	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 28	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966064	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 29	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966066	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 10	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966067	MANOR HEIGHTS PHS 3 SEC 2 BLK J LOT 9	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966069	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 30	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966070	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 31	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966071	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 32	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966072	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 33	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966073	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 34	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966074	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 35	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966075	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 36	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966076	MANOR HEIGHTS PHS 3 SEC 2 BLK D LOT 37	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966077	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 6	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966078	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 5	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966079	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 4	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966080	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 3	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966081	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 2	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966082	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 1 (LANDSCAPE)	IA#3	Non-Benefited	\$ -	\$ -
966083	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 26	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966084	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 25	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966085	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 24	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966086	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 23	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966087	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 22	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966088	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 21	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966089	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 20	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966090	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 19	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966091	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 18	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966092	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 17	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966093	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 16	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966094	MANOR HEIGHTS PHS 3 SEC 2 BLK G LOT 15	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966095	MANOR HEIGHTS PHS 3 SEC 2 BLK H LOT 25	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966124	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 20	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966125	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 19	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966126	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 12	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966127	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 11	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966128	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 10	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966129	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 9	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966130	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 8	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966131	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 7	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966132	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 6	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966133	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 5	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966134	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 4	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966135	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 3	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966136	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 2	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966137	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 1	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966138	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 1 (LANDSCAPE)	IA#3	Non-Benefited	\$ -	\$ -
966139	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 2	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966140	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 3	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966141	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 4	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966142	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 5	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06

Parcel ID	Legal Description	Improvement Area	Lot Type	Major Improvement Area	
				Outstanding Assessment	Annual Installment Due 1/31/2024
966143	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 6	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966144	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 7	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966145	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 8	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966146	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 9	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966147	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 10	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966148	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 11	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966149	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 12	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966150	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 13	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966151	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 14	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966152	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 15 (DRAINAGE)	IA#3	Non-Benefited	\$ -	\$ -
966153	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 16	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966154	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 17	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966155	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 18	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966156	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 19	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966157	MANOR HEIGHTS PHS 3 SEC 1 BLK A LOT 20 (LANDSCAPE)	IA#3	Non-Benefited	\$ -	\$ -
966158	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 37	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966159	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 36	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966160	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 35	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966161	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 34	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966162	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 33	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966163	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 32	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966164	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 31	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966165	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 30	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966166	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 29	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966167	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 28	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966168	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 27	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966169	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 26	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966170	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 25	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966171	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 24	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966172	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 23	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966173	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 22	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966174	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 21	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966175	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 20 (LANDSCAPE)	IA#3	Non-Benefited	\$ -	\$ -
966176	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 19	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966177	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 18	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966178	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 17	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966179	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 16	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966180	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 15 (DRAINAGE)	IA#3	Non-Benefited	\$ -	\$ -
966181	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 14	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966182	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 13	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966183	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 12	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966184	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 11	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966185	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 10	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966186	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 9	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966187	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 8	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966188	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 7	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966189	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 6	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966190	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 5	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966191	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 4	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966192	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 3	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966193	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 2	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966194	MANOR HEIGHTS PHS 3 SEC 1 BLK B LOT 1 (LANDSCAPE)	IA#3	Non-Benefited	\$ -	\$ -
966196	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 26	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966197	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 25	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966198	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 24	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966199	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 23	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966200	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 22	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966201	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 21	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966202	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 20	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966203	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 19	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37

Parcel ID	Legal Description	Improvement Area	Lot Type	Major Improvement Area	
				Outstanding Assessment	Annual Installment Due 1/31/2024
966204	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 18	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966205	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 17	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966206	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 16	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966207	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 15	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966208	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 14	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966209	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 13	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966210	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 12	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966211	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 11	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966212	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 10	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966213	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 9	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966214	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 8	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966215	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 7	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966216	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 6	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966217	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 5	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966218	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 4	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966219	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 3	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966220	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 2	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966221	MANOR HEIGHTS PHS 3 SEC 1 BLK C LOT 1 (LANDSCAPE)	IA#3	Non-Benefited	\$ -	\$ -
966222	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 1	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966223	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 2	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966224	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 3	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966225	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 4	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966226	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 5	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966227	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 6	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966228	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 7	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966229	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 8 (DRAINAGE)	IA#3	Non-Benefited	\$ -	\$ -
966230	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 9	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966231	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 10	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966232	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 11	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966233	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 12	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966234	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 13	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966235	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 14	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966236	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 15	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966237	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 16	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966238	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 17	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966239	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 18	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966240	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 19	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966241	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 20	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966242	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 21	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966243	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 22	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966244	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 23	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966245	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 24	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966246	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 25	IA#3	Lot Type 6	\$ 7,809.76	\$ 543.67
966247	MANOR HEIGHTS PHS 3 SEC 1 BLK D LOT 26	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966098	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 18	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966099	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 17	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966100	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 16	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966101	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 15	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966102	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 14	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966103	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 13	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966104	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 12	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966105	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 11	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966106	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 10	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966107	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 9	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966108	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 8	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966109	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 7	IA#3	Lot Type 5	\$ 7,158.95	\$ 498.37
966110	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 6	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966111	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 5	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966112	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 4	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966113	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 3	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06

Parcel ID	Legal Description	Improvement Area	Lot Type	Major Improvement Area	
				Outstanding Assessment	Annual Installment Due 1/31/2024
966114	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 2	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966115	MANOR HEIGHTS PHS 3 SEC 1 BLK F LOT 1 (LANDSCAPE)	IA#3	Non-Benefited	\$ -	\$ -
966116	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 20	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966117	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 19	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966118	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 18	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966119	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 17	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966120	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 16	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966121	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 15	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966122	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 14	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
966123	MANOR HEIGHTS PHS 3 SEC 1 BLK E LOT 13	IA#3	Lot Type 4	\$ 6,508.13	\$ 453.06
<b>Total</b>				<b>\$ 7,930,000.00</b>	<b>\$ 552,041.83</b>

Note: For billing purposes only, until a plat has been recorded within the Major Improvement Area Initial Parcel, the Annual Installment will be billed to each Tax Parcel within the Major Improvement Area Initial Parcel based on the acreage of the Tax Parcel as calculated by the Travis Central Appraisal District. Totals may not sum due to rounding.

## EXHIBIT M – MAJOR IMPROVEMENT AREA ANNUAL INSTALLMENT SCHEDULE

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest [b]	Capitalized Interest	Total Annual Installment
2024	\$ 155,000.00	\$ 328,631.26	\$ 28,760.57	\$ 39,650.00	\$ -	\$ 552,041.83
2025	160,000.00	323,787.50	29,335.78	38,875.00	-	551,998.28
2026	170,000.00	318,787.50	29,922.50	38,075.00	-	556,785.00
2027	175,000.00	313,475.00	30,520.95	37,225.00	-	556,220.95
2028	180,000.00	306,912.50	31,131.37	36,350.00	-	554,393.87
2029	185,000.00	300,162.50	31,754.00	35,450.00	-	552,366.50
2030	195,000.00	293,225.00	32,389.08	34,525.00	-	555,139.08
2031	200,000.00	285,912.50	33,036.86	33,550.00	-	552,499.36
2032	210,000.00	278,412.50	33,697.59	32,550.00	-	554,660.09
2033	220,000.00	269,750.00	34,371.55	31,500.00	-	555,621.55
2034	230,000.00	260,675.00	35,058.98	30,400.00	-	556,133.98
2035	240,000.00	251,187.50	35,760.16	29,250.00	-	556,197.66
2036	250,000.00	241,287.50	36,475.36	28,050.00	-	555,812.86
2037	260,000.00	230,975.00	37,204.87	26,800.00	-	554,979.87
2038	270,000.00	220,250.00	37,948.97	25,500.00	-	553,698.97
2039	280,000.00	209,112.50	38,707.94	24,150.00	-	551,970.44
2040	295,000.00	197,562.50	39,482.10	22,750.00	-	554,794.60
2041	305,000.00	185,393.74	40,271.75	21,275.00	-	551,940.49
2042	320,000.00	172,812.50	41,077.18	19,750.00	-	553,639.68
2043	335,000.00	158,812.50	41,898.72	18,150.00	-	553,861.22
2044	350,000.00	144,156.26	42,736.70	16,475.00	-	553,367.96
2045	365,000.00	128,843.76	43,591.43	14,725.00	-	552,160.19
2046	380,000.00	112,875.00	44,463.26	12,900.00	-	550,238.26
2047	400,000.00	96,250.00	45,352.53	11,000.00	-	552,602.53
2048	420,000.00	78,750.00	46,259.58	9,000.00	-	554,009.58
2049	440,000.00	60,375.00	47,184.77	6,900.00	-	554,459.77
2050	460,000.00	41,125.00	48,128.46	4,700.00	-	553,953.46
2051	480,000.00	21,000.00	49,091.03	2,400.00	-	552,491.03
<b>Total</b>	<b>\$ 7,930,000.00</b>	<b>\$ 5,830,500.02</b>	<b>\$ 1,065,614.03</b>	<b>\$ 681,925.00</b>	<b>\$ -</b>	<b>\$ 15,508,039.05</b>

[a] Interest is calculated at the actual rate of the PID Bonds.

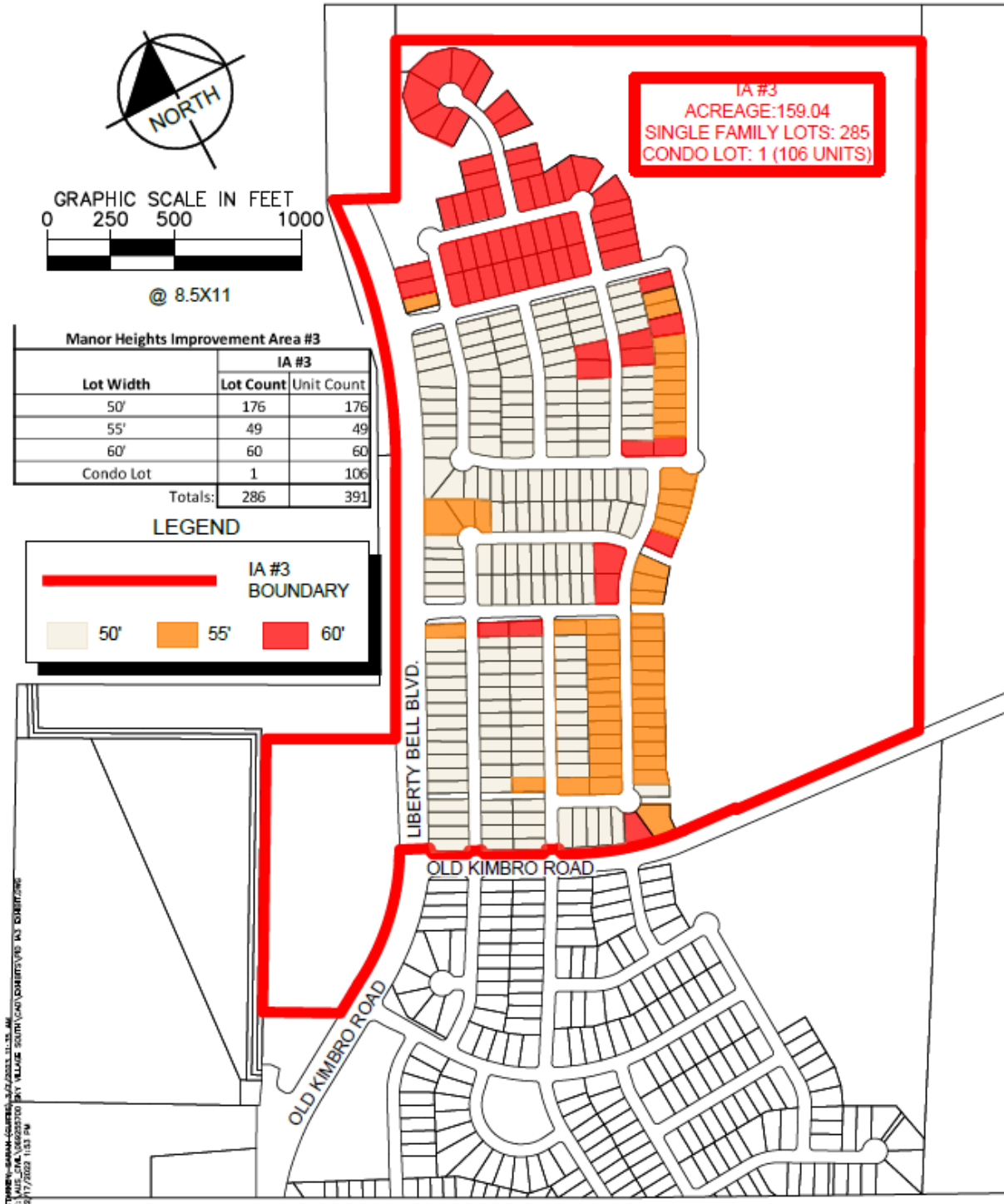
[b] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

## EXHIBIT N – MAXIMUM ASSESSMENT PER LOT TYPE

Lot Type	Units/SF [a]	Improved Land Value per Lot	Improved Land Total Value	Assessed Value per Unit/SF	Total Assessed Value	Assessments				Annual Installments				Assessment per Unit/SF	Annual Installment per Unit/SF	PID Equivalent Tax Rate
						Major Improvement Area Bond	Improvement Area 1-2 Bond	Improvement Area #3 Bond	Total Assessment	Major Improvement Area Bond	Improvement Area 1-2 Bond	Improvement Area #3 Bond	Total Annual Installments			
<b>Improvement Area #1</b>																
Lot Type 1 - 50'	264	\$ 62,500	\$ 16,500,000	\$ 285,000	\$ 75,240,000	\$ -	\$ 3,644,601	\$ -	\$ 3,644,601	\$ -	\$ 245,252	\$ -	\$ 245,252	\$ 13,805	\$ 928.99	\$ 0.3260
<b>IA #1 Total</b>	<b>264</b>		<b>\$ 16,500,000</b>		<b>\$ 75,240,000</b>	<b>\$ -</b>	<b>\$ 3,644,601</b>	<b>\$ -</b>	<b>\$ 3,644,601</b>	<b>\$ -</b>	<b>\$ 245,252</b>	<b>\$ -</b>	<b>\$ 245,252</b>			<b>\$ 0.3260</b>
<b>Improvement Area #2</b>																
Lot Type 2 - 50'	176	\$ 42,557	\$ 7,490,032	\$ 285,000	\$ 50,160,000	\$ -	\$ 2,429,306	\$ -	\$ 2,429,306	\$ -	\$ 163,501	\$ -	\$ 163,501	\$ 13,803	\$ 928.99	\$ 0.3260
Lot Type 3 - 55'	75	\$ 42,558	\$ 3,191,850	\$ 290,000	\$ 21,750,000	\$ -	\$ 1,053,377	\$ -	\$ 1,053,377	\$ -	\$ 70,896	\$ -	\$ 70,896	\$ 14,045	\$ 945.28	\$ 0.3260
<b>IA #2 Total/Weighted Average</b>	<b>251</b>	<b>\$ 42,557</b>	<b>\$ 7,490,032</b>	<b>\$ 286,494</b>	<b>\$ 71,910,000</b>	<b>\$ -</b>	<b>\$ 3,482,683</b>	<b>\$ -</b>	<b>\$ 3,482,683</b>	<b>\$ -</b>	<b>\$ 234,398</b>	<b>\$ -</b>	<b>\$ 234,398</b>			<b>\$ 0.3260</b>
<b>Improvement Area #3</b>																
Lot Type 4 - 50'	176	\$ 82,680	\$ 14,551,680	\$ 413,400	\$ 72,758,400	\$ 1,145,432	\$ -	\$ 1,976,860	\$ 3,122,291	\$ 80,001	\$ -	\$ 161,658	\$ 241,659	\$ 17,740.29	\$ 1,373.06	\$ 0.3321
Lot Type 5 - 55'	49	\$ 90,948	\$ 4,456,452	\$ 454,740	\$ 22,282,260	\$ 350,788	\$ -	\$ 605,413	\$ 956,202	\$ 24,500	\$ -	\$ 49,508	\$ 74,008	\$ 19,514.32	\$ 1,510.37	\$ 0.3321
Lot Type 6 - 60'	60	\$ 99,216	\$ 5,952,960	\$ 496,080	\$ 29,764,800	\$ 468,586	\$ -	\$ 808,715	\$ 1,277,301	\$ 32,728	\$ -	\$ 66,133	\$ 98,860	\$ 21,288.35	\$ 1,647.67	\$ 0.3321
Lot Type 7 - Condo	106	\$ 60,000	\$ 6,360,000	\$ 300,000	\$ 31,800,000	\$ 500,626	\$ -	\$ 864,012	\$ 1,364,638	\$ 34,965	\$ -	\$ 70,655	\$ 105,620	\$ 12,873.94	\$ 996.42	\$ 0.3321
<b>IA#3 Total/Weighted Average</b>	<b>391</b>	<b>\$ 80,105</b>	<b>\$ 31,321,092</b>	<b>\$ 400,525</b>	<b>\$ 156,605,460</b>	<b>\$ 2,465,431</b>	<b>\$ -</b>	<b>\$ 4,255,000</b>	<b>\$ 6,720,431</b>	<b>\$ 172,194</b>	<b>\$ -</b>	<b>\$ 347,953</b>	<b>\$ 520,147</b>			<b>\$ 0.3321</b>
<b>Major Improvement Area - Remainder Area</b>																
50'	313	\$ 86,020	\$ 26,924,260	\$ 430,101	\$ 134,621,613	\$ 2,119,341	\$ -	\$ -	\$ 2,119,341	\$ 148,022	\$ -	\$ -	\$ 148,022	\$ 6,771	\$ 472.91	\$ 0.1100
55'	41	\$ 94,622	\$ 3,879,502	\$ 473,111	\$ 19,397,551	\$ 305,375	\$ -	\$ -	\$ 305,375	\$ 21,328	\$ -	\$ -	\$ 21,328	\$ 7,448	\$ 520.21	\$ 0.1100
60'	102	\$ 103,224	\$ 10,528,848	\$ 516,122	\$ 52,644,444	\$ 828,779	\$ -	\$ -	\$ 828,779	\$ 57,885	\$ -	\$ -	\$ 57,885	\$ 8,125	\$ 567.50	\$ 0.1100
Condo	298	\$ 62,424	\$ 18,602,352	\$ 312,120	\$ 93,011,760	\$ 1,464,279	\$ -	\$ -	\$ 1,464,279	\$ 102,270	\$ -	\$ -	\$ 102,270	\$ 4,914	\$ 343.19	\$ 0.1100
Office	68,999	\$ 40	\$ 2,759,960	\$ 200	\$ 13,799,800	\$ 217,250	\$ -	\$ -	\$ 217,250	\$ 15,173	\$ -	\$ -	\$ 15,173	\$ 3.15	\$ 0.22	\$ 0.1100
Restaurant	17,250	\$ 40	\$ 690,000	\$ 200	\$ 3,450,000	\$ 54,313	\$ -	\$ -	\$ 54,313	\$ 3,793	\$ -	\$ -	\$ 3,793	\$ 3.15	\$ 0.22	\$ 0.1100
Retail	150,935	\$ 40	\$ 6,037,400	\$ 200	\$ 30,187,000	\$ 475,232	\$ -	\$ -	\$ 475,232	\$ 33,192	\$ -	\$ -	\$ 33,192	\$ 3.15	\$ 0.22	\$ 0.1100
<b>MIA Remainder Area Total</b>			<b>\$ 69,422,322</b>		<b>\$ 347,112,168</b>	<b>\$ 5,464,569</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,464,569</b>	<b>\$ 381,664</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 381,664</b>			<b>\$ 0.1100</b>

**EXHIBIT O – LOT TYPE CLASSIFICATION MAPS**



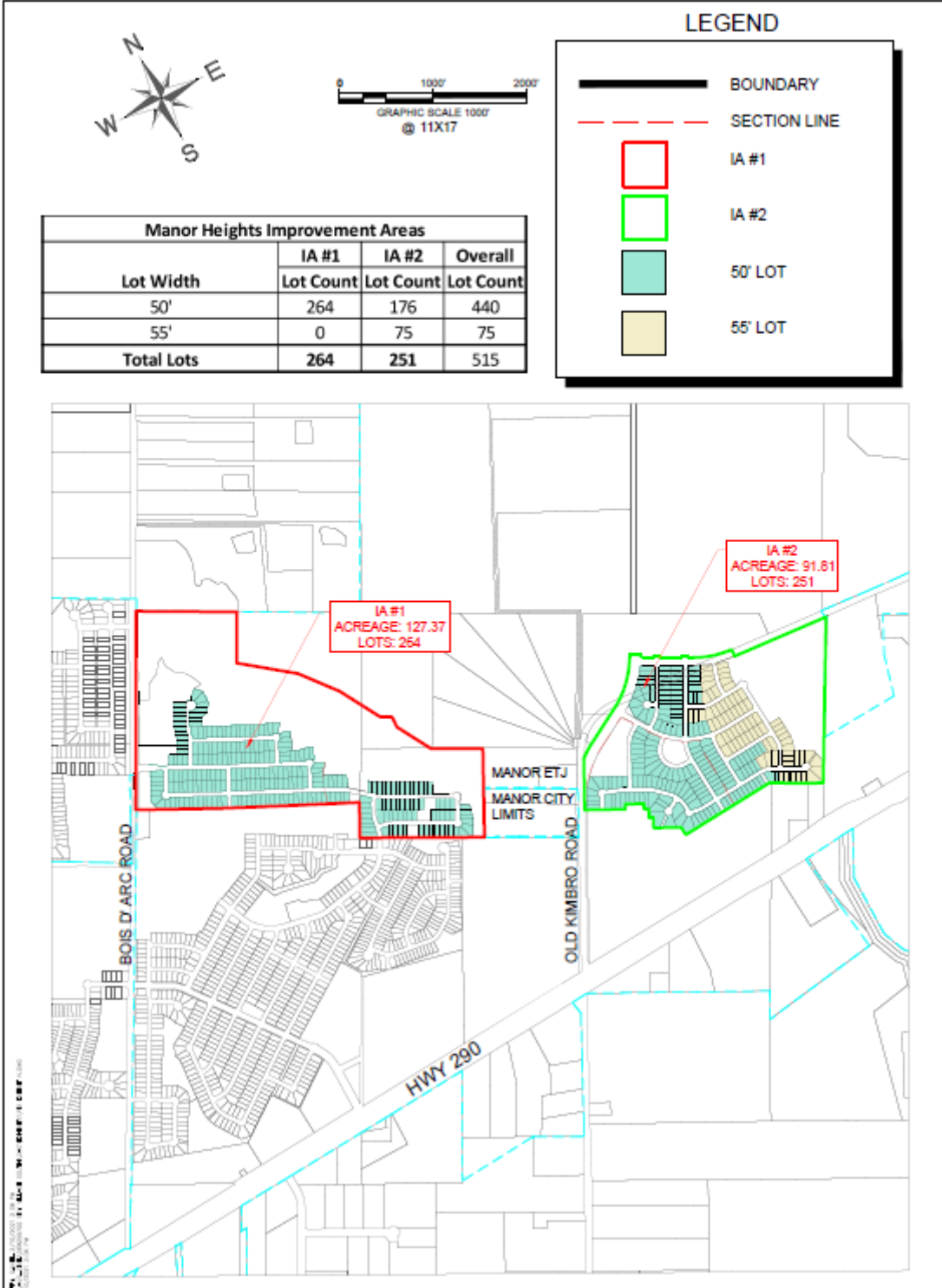
IA #3  
ACREAGE: 159.04  
SINGLE FAMILY LOTS: 285  
CONDO LOT: 1 (106 UNITS)

STAFF: MANOR-COURTESY, 3/27/2023, 11:33 AM  
PROJECT: MANOR-AMENDED AND RESTATED SAP  
DRAWN: 12/17/2022 11:33 AM

PLOTTED BY: [Name]  
LAST SAVED: [Date]

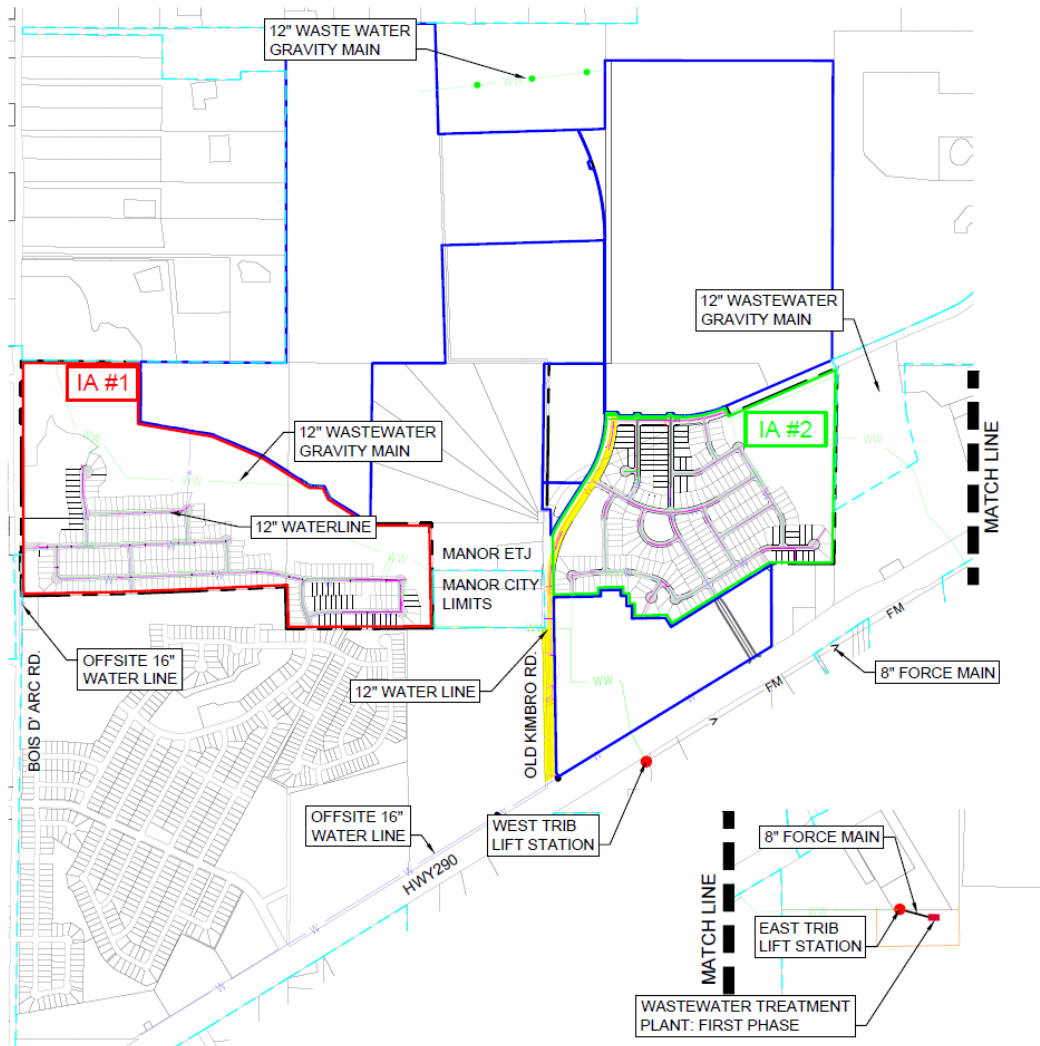
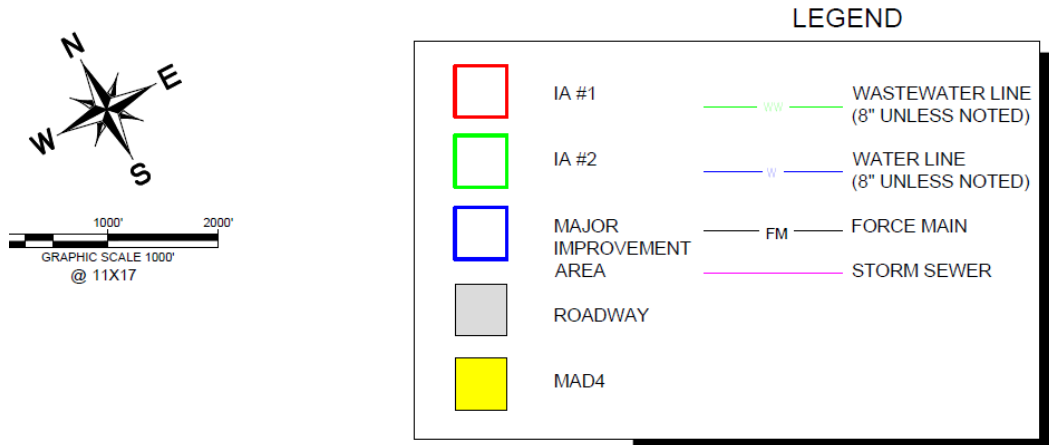
**Manor Heights- IA#3**  
Manor, Texas  
February 2023

**Kimley»Horn**  
501 South Austin Avenue  
Suite 1310  
Georgetown, Texas 78626  
512-718-1771  
State of Texas Registration No. F-625



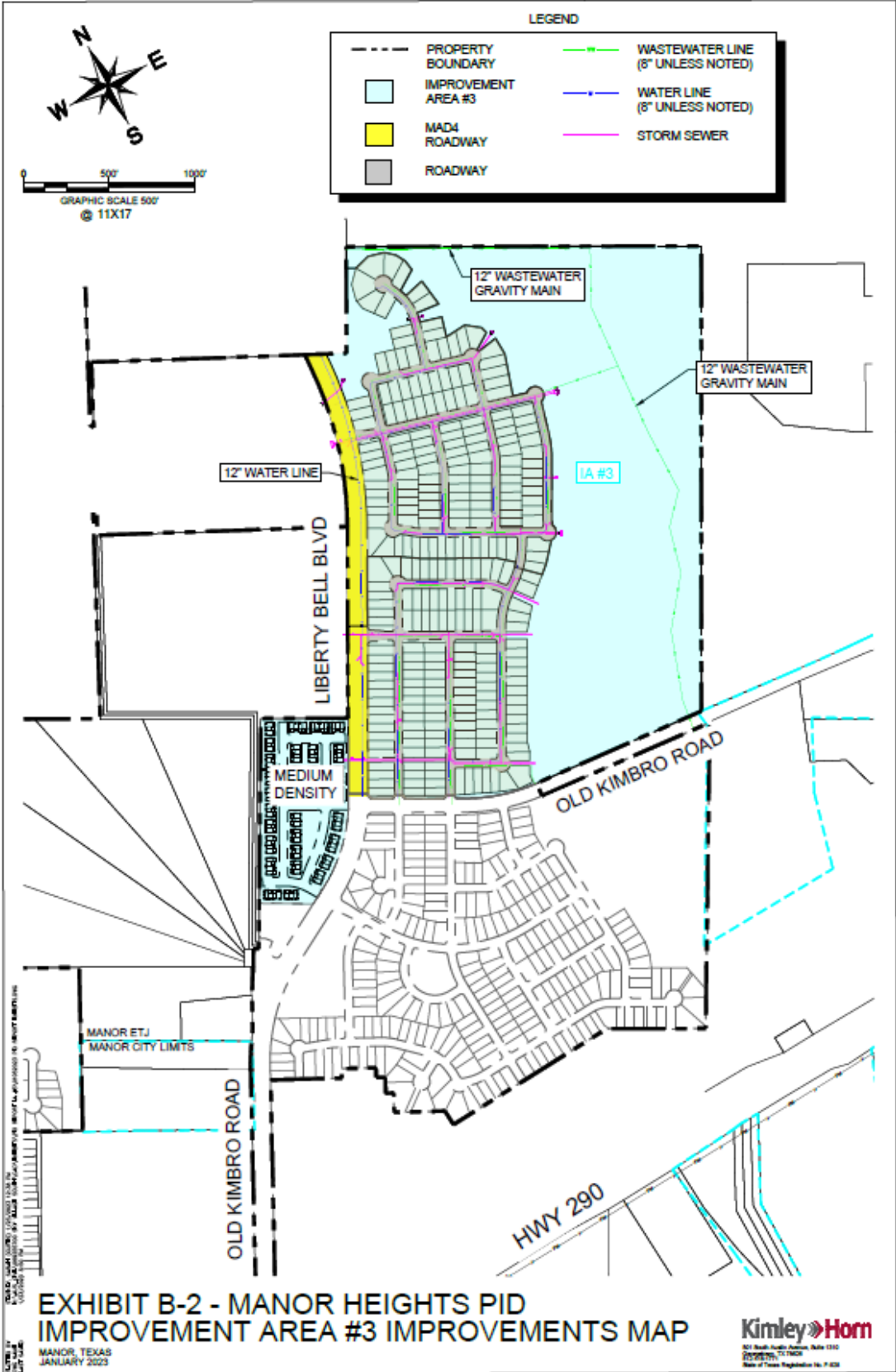


## EXHIBIT P – MAPS OF AUTHORIZED IMPROVEMENTS



**EXHIBIT O - MAP OF AUTHORIZED IMPROVEMENTS**  
 MANOR, TEXAS  
 FEBRUARY 2021

**Kimley»Horn**  
12814 Jollyville  
 Building 4, Suite 200  
 Austin, Texas 78759  
 512-719-1771  
 State of Texas Registration No. P-928  
 18726119/228215A/20/1581218218/515/15



**EXHIBIT Q – NOTICE OF PID ASSESSMENT TERMINATION**



P3Works, LLC  
9284 Huntington Square, Suite 100  
North Richland Hills, TX 76182

[Date]  
Travis County Clerk's Office  
Honorable [County Clerk Name]  
5501 Airport Boulevard  
Austin, Texas 78751

**Re: City of Manor Lien Release documents for filing**

Dear Ms./Mr. [County Clerk Name],

Enclosed is a lien release that the City of Manor is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents below:

City of Manor  
Attn: [City Secretary]  
105 E. Eggleston Street  
Manor, TX 78653

Please contact me if you have any questions or need additional information.

Sincerely,  
[Signature]

P3Works, LLC  
P: (817) 393-0353  
admin@p3-works.com

**AFTER RECORDING RETURN TO:**

[City Secretary Name]  
105 E. Eggleston Street  
Manor, TX 78653

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

**FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN**

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

**THIS FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN** (this "Full Release") is executed and delivered as of the Effective Date by the City of Manor, Texas.

**RECITALS**

**WHEREAS**, the governing body (hereinafter referred to as the "City Council") of the City of Manor, Texas (hereinafter referred to as the "City "), is authorized by Chapter 372, Texas Local Government Code, as amended (hereinafter referred to as the "Act"), to create public improvement districts within the corporate limits and extraterritorial jurisdiction of the City; and

**WHEREAS**, on or about November 7, 2018, the City Council for the City, approved Resolution No. 2018-10, creating the Manor Heights Public Improvement District; and

**WHEREAS**, the City Council authorized additional land to be added to the boundaries of the District pursuant to Resolution No. 2020-11 adopted by the City Council on October 7, 2020; and

**WHEREAS**, the Manor Heights Public Improvement District consists of approximately 602.9 contiguous acres located within the City; and

**WHEREAS**, on or about May 5, 2021, the City Council, approved Ordinance No. 609, (hereinafter referred to as the "Assessment Ordinance") approving a service and assessment plan and assessment roll for the Property within the Manor Heights Public Improvement District; and

**WHEREAS**, on or about \_\_\_\_\_, 2023, the City Council, approved Ordinance No. \_\_\_\_\_, (hereinafter referred to as the "Improvement Area #3 Assessment Ordinance") approving the

Amended and Restated Service and Assessment plan and assessment roll for the Property within Improvement Area #3 of the Manor Heights Public Improvement District; and

**WHEREAS**, the Assessment Ordinance imposed an assessment in the amount of \$\_\_\_\_\_ (hereinafter referred to as the "Lien Amount") for the following property:

**WHEREAS**, the Improvement Area #3 Assessment Ordinance imposed an assessment in the amount of \$\_\_\_\_\_ (hereinafter referred to as the "Additional Lien Amount") for the following property:

[legal description], a subdivision in Travis County, Texas, according to the map or plat of record in Document/Instrument No. \_\_\_\_\_ of the Plat Records of Travis County, Texas (hereinafter referred to as the "Property"); and

**WHEREAS**, the property owners of the Property have paid unto the City the Lien Amount and Additional Lien Amount (if applicable).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**RELEASE**

**NOW THEREFORE**, the City, the owner and holder of the Lien(s), Instrument No. \_\_\_\_\_, in the Real Property Records of Travis County, Texas, in the amount of the Lien Amount and Additional Lien Amount against the Property releases and discharges, and by these presents does hereby release and discharge, the above-described Property from said lien(s) held by the undersigned securing said indebtedness.

**EXECUTED** to be **EFFECTIVE** this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY OF MANOR, TEXAS,**

By: \_\_\_\_\_  
[Manager Name], City Manager

**ATTEST:**

\_\_\_\_\_  
[Secretary Name], City Secretary

**STATE OF TEXAS**                   §  
  §  
**COUNTY OF TRAVIS**           §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by [Manager Name], City Manager for the City of Manor, Texas, on behalf of said municipality.

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT R – ESTIMATED BUILDOUT VALUE FOR MAJOR IMPROVEMENT AREA,  
IMPROVEMENT AREA #1, IMPROVEMENT AREA #2, AND IMPROVEMENT AREA #3**

	Units		Estimated Buildout Value	Total Buildout Value
<b>Improvement Area #1</b>				
50'	264	lots	\$ 285,000	\$ 75,240,000
				\$ 75,240,000
<b>Improvement Area #2</b>				
50'	176	lots	\$ 285,000	\$ 50,160,000
55'	75	lots	\$ 290,000	\$ 21,750,000
	<b>251</b>			\$ 71,910,000
<b>Improvement Area #3 [a]</b>				
50'	176	lots	\$ 413,400	\$ 72,758,400
55'	49	lots	\$ 454,740	\$ 22,282,260
60'	60	lots	\$ 496,080	\$ 29,764,800
Condo	106	lots	\$ 300,000	\$ 31,800,000
	<b>391</b>			\$ 156,605,460
<b>Major Improvement Area - Remainder Area [b]</b>				
50'	313	lots	\$ 430,101	\$ 134,621,613
55'	41	lots	\$ 473,111	\$ 19,397,551
60'	102	lots	\$ 516,122	\$ 52,644,444
Condo	298	units	\$ 312,120	\$ 93,011,760
Office	68,999	SqFt	\$ 200	\$ 13,799,800
Restaurant	17,250	SqFt	\$ 200	\$ 3,450,000
Retail	150,935	SqFt	\$ 200	\$ 30,187,000
				\$ 347,112,168
			Major Improvement Area Subtotal:	\$ 503,717,628
			<b>District Total Projected Assessed Value:</b>	<b>\$ 650,867,628</b>

## Notes:

[a] Improvement Area #3 is within the Major Improvement Area.

[b] Includes all property within the Major Improvement Area excepting property within Improvement Area #3.

## EXHIBIT S – IMPROVEMENT AREA #1-2 BOND DEBT SERVICE SCHEDULE

### BOND DEBT SERVICE

City of Manor, Texas  
 Special Assessment Revenue Bonds, Series 2021  
 (Manor Heights Public Improvement District Improvement Area #1-2 Proj  
 ~REVISED FINAL NUMBERS~

Dated Date                    05/27/2021  
 Delivery Date                05/27/2021

Period Ending	Principal	Interest	Debt Service
09/30/2021		78,952.50	78,952.50
09/30/2022		263,175.00	263,175.00
09/30/2023	150,000	263,175.00	413,175.00
09/30/2024	155,000	259,425.00	414,425.00
09/30/2025	160,000	255,550.00	415,550.00
09/30/2026	165,000	251,550.00	416,550.00
09/30/2027	170,000	247,425.00	417,425.00
09/30/2028	175,000	242,112.50	417,112.50
09/30/2029	180,000	236,643.76	416,643.76
09/30/2030	185,000	231,018.76	416,018.76
09/30/2031	190,000	225,237.50	415,237.50
09/30/2032	200,000	219,300.00	419,300.00
09/30/2033	205,000	212,300.00	417,300.00
09/30/2034	210,000	205,125.00	415,125.00
09/30/2035	220,000	197,775.00	417,775.00
09/30/2036	230,000	190,075.00	420,075.00
09/30/2037	235,000	182,025.00	417,025.00
09/30/2038	245,000	173,800.00	418,800.00
09/30/2039	255,000	165,225.00	420,225.00
09/30/2040	265,000	156,300.00	421,300.00
09/30/2041	275,000	147,025.00	422,025.00
09/30/2042	285,000	137,400.00	422,400.00
09/30/2043	295,000	126,000.00	421,000.00
09/30/2044	305,000	114,200.00	419,200.00
09/30/2045	320,000	102,000.00	422,000.00
09/30/2046	335,000	89,200.00	424,200.00
09/30/2047	350,000	75,800.00	425,800.00
09/30/2048	360,000	61,800.00	421,800.00
09/30/2049	380,000	47,400.00	427,400.00
09/30/2050	395,000	32,200.00	427,200.00
09/30/2051	410,000	16,400.00	426,400.00
	7,305,000	5,205,615.02	12,510,615.02



**EXHIBIT T - IMPROVEMENT AREA #3 BOND DEBT SERVICE SCHEDULE**

## EXHIBIT U – MAJOR IMPROVEMENT AREA BOND DEBT SERVICE SCHEDULE

### BOND DEBT SERVICE

City of Manor, Texas  
 Special Assessment Revenue Bonds, Series 2021  
 (Manor Heights Public Improvement District Major Improvement Area Project)  
 ~FINAL NUMBERS~

Dated Date                    05/27/2021  
 Delivery Date                05/27/2021

Period Ending	Principal	Interest	Debt Service
09/30/2021		99,995.63	99,995.63
09/30/2022		333,318.76	333,318.76
09/30/2023	150,000	333,318.76	483,318.76
09/30/2024	155,000	328,631.26	483,631.26
09/30/2025	160,000	323,787.50	483,787.50
09/30/2026	170,000	318,787.50	488,787.50
09/30/2027	175,000	313,475.00	488,475.00
09/30/2028	180,000	306,912.50	486,912.50
09/30/2029	185,000	300,162.50	485,162.50
09/30/2030	195,000	293,225.00	488,225.00
09/30/2031	200,000	285,912.50	485,912.50
09/30/2032	210,000	278,412.50	488,412.50
09/30/2033	220,000	269,750.00	489,750.00
09/30/2034	230,000	260,675.00	490,675.00
09/30/2035	240,000	251,187.50	491,187.50
09/30/2036	250,000	241,287.50	491,287.50
09/30/2037	260,000	230,975.00	490,975.00
09/30/2038	270,000	220,250.00	490,250.00
09/30/2039	280,000	209,112.50	489,112.50
09/30/2040	295,000	197,562.50	492,562.50
09/30/2041	305,000	185,393.76	490,393.76
09/30/2042	320,000	172,812.50	492,812.50
09/30/2043	335,000	158,812.50	493,812.50
09/30/2044	350,000	144,156.26	494,156.26
09/30/2045	365,000	128,843.76	493,843.76
09/30/2046	380,000	112,875.00	492,875.00
09/30/2047	400,000	96,250.00	496,250.00
09/30/2048	420,000	78,750.00	498,750.00
09/30/2049	440,000	60,375.00	500,375.00
09/30/2050	460,000	41,125.00	501,125.00
09/30/2051	480,000	21,000.00	501,000.00
	8,080,000	6,597,133.19	14,677,133.19

**EXHIBIT V-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: \$13,857.80**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Manor Heights Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

\_\_\_\_\_  
<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 1**

<b>Installment Due 1/31</b>	<b>Principal</b>	<b>Interest [a]</b>	<b>Annual Collection Costs</b>	<b>Additional Interest [b]</b>	<b>Capitalized Interest</b>	<b>Total Annual Installment</b>
2024	300.20	502.45	56.11	69.29	-	928.06
2025	309.89	494.95	57.23	67.79	-	929.86
2026	319.57	487.20	58.38	66.24	-	931.39
2027	329.26	479.21	59.55	64.64	-	932.66
2028	338.94	468.92	60.74	62.99	-	931.59
2029	348.62	458.33	61.95	61.30	-	930.21
2030	358.31	447.44	63.19	59.56	-	928.49
2031	367.99	436.24	64.45	57.77	-	926.45
2032	387.36	424.74	65.74	55.93	-	933.77
2033	397.04	411.18	67.06	53.99	-	929.27
2034	406.73	397.29	68.40	52.00	-	924.42
2035	426.10	383.05	69.77	49.97	-	928.88
2036	445.46	368.14	71.16	47.84	-	932.60
2037	455.15	352.55	72.59	45.61	-	925.89
2038	474.52	336.62	74.04	43.34	-	928.51
2039	493.88	320.01	75.52	40.96	-	930.37
2040	513.25	302.72	77.03	38.49	-	931.50
2041	532.62	284.76	78.57	35.93	-	931.88
2042	551.99	266.12	80.14	33.26	-	931.51
2043	571.36	244.04	81.74	30.50	-	927.64
2044	590.72	221.18	83.38	27.65	-	922.93
2045	619.78	197.55	85.05	24.69	-	927.07
2046	648.83	172.76	86.75	21.60	-	929.93
2047	677.88	146.81	88.48	18.35	-	931.52
2048	697.25	119.69	90.25	14.96	-	922.16
2049	735.98	91.80	92.06	11.48	-	931.32
2050	765.04	62.36	93.90	7.80	-	929.09
2051	794.09	31.76	95.78	3.97	-	925.60
<b>Total</b>	<b>\$ 13,857.80</b>	<b>\$ 8,909.88</b>	<b>\$ 2,079.01</b>	<b>\$ 1,167.89</b>	<b>\$ -</b>	<b>\$ 26,014.58</b>

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*



**EXHIBIT V-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: \$13,857.80**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Manor Heights Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

\_\_\_\_\_  
<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

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest [b]	Capitalized Interest	Total Annual Installment
2024	300.20	502.45	56.11	69.29	-	928.06
2025	309.89	494.95	57.23	67.79	-	929.86
2026	319.57	487.20	58.38	66.24	-	931.39
2027	329.26	479.21	59.55	64.64	-	932.66
2028	338.94	468.92	60.74	62.99	-	931.59
2029	348.62	458.33	61.95	61.30	-	930.21
2030	358.31	447.44	63.19	59.56	-	928.49
2031	367.99	436.24	64.45	57.77	-	926.45
2032	387.36	424.74	65.74	55.93	-	933.77
2033	397.04	411.18	67.06	53.99	-	929.27
2034	406.73	397.29	68.40	52.00	-	924.42
2035	426.10	383.05	69.77	49.97	-	928.88
2036	445.46	368.14	71.16	47.84	-	932.60
2037	455.15	352.55	72.59	45.61	-	925.89
2038	474.52	336.62	74.04	43.34	-	928.51
2039	493.88	320.01	75.52	40.96	-	930.37
2040	513.25	302.72	77.03	38.49	-	931.50
2041	532.62	284.76	78.57	35.93	-	931.88
2042	551.99	266.12	80.14	33.26	-	931.51
2043	571.36	244.04	81.74	30.50	-	927.64
2044	590.72	221.18	83.38	27.65	-	922.93
2045	619.78	197.55	85.05	24.69	-	927.07
2046	648.83	172.76	86.75	21.60	-	929.93
2047	677.88	146.81	88.48	18.35	-	931.52
2048	697.25	119.69	90.25	14.96	-	922.16
2049	735.98	91.80	92.06	11.48	-	931.32
2050	765.04	62.36	93.90	7.80	-	929.09
2051	794.09	31.76	95.78	3.97	-	925.60
<b>Total</b>	<b>\$ 13,857.80</b>	<b>\$ 8,909.88</b>	<b>\$ 2,079.01</b>	<b>\$ 1,167.89</b>	<b>\$ -</b>	<b>\$ 26,014.58</b>

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

**EXHIBIT V-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: \$14,100.92**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Manor Heights Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

\_\_\_\_\_  
<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

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest [b]	Capitalized Interest	Total Annual Installment
2024	305.47	511.27	57.10	70.50	-	944.34
2025	315.32	503.63	58.24	68.98	-	946.17
2026	325.18	495.75	59.40	67.40	-	947.73
2027	335.03	487.62	60.59	65.77	-	949.02
2028	344.89	477.15	61.80	64.10	-	947.94
2029	354.74	466.37	63.04	62.38	-	946.53
2030	364.59	455.29	64.30	60.60	-	944.78
2031	374.45	443.89	65.59	58.78	-	942.71
2032	394.16	432.19	66.90	56.91	-	950.15
2033	404.01	418.40	68.24	54.94	-	945.58
2034	413.86	404.26	69.60	52.92	-	940.63
2035	433.57	389.77	70.99	50.85	-	945.18
2036	453.28	374.60	72.41	48.68	-	948.96
2037	463.13	358.73	73.86	46.41	-	942.14
2038	482.84	342.52	75.34	44.10	-	944.80
2039	502.55	325.62	76.84	41.68	-	946.70
2040	522.26	308.03	78.38	39.17	-	947.84
2041	541.96	289.75	79.95	36.56	-	948.22
2042	561.67	270.78	81.55	33.85	-	947.85
2043	581.38	248.32	83.18	31.04	-	943.92
2044	601.09	225.06	84.84	28.13	-	939.13
2045	630.65	201.02	86.54	25.13	-	943.33
2046	660.21	175.79	88.27	21.97	-	946.25
2047	689.77	149.38	90.04	18.67	-	947.87
2048	709.48	121.79	91.84	15.22	-	938.33
2049	748.90	93.41	93.67	11.68	-	947.66
2050	778.46	63.46	95.55	7.93	-	945.39
2051	808.02	32.32	97.46	4.04	-	941.84
<b>Total</b>	<b>\$ 14,100.92</b>	<b>\$ 9,066.20</b>	<b>\$ 2,115.49</b>	<b>\$ 1,188.38</b>	<b>\$ -</b>	<b>\$ 26,470.98</b>

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

**EXHIBIT V-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: \$17,740.29**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Manor Heights Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

\_\_\_\_\_  
<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 4

Installment Due 1/31	Major Improvement Area Bonds				Improvement Area #3 Bonds				Total Annual Installment
	Principal	Interest [a]	Additional Interest [c]	Annual Collection Costs	Principal	Interest [b]	Additional Interest [c]	Annual Collection Costs	
2024	\$ 127.21	\$ 269.71	\$ 32.54	\$ 23.60	\$ 158.39	\$ 617.77	\$ 56.16	\$ 80.78	\$ 1,366.15
2025	131.31	265.73	31.90	24.08	158.39	609.06	55.37	82.39	1,358.23
2026	139.52	261.63	31.25	24.56	171.58	600.35	54.58	84.04	1,367.50
2027	143.62	257.27	30.55	25.05	184.78	590.91	53.72	85.72	1,371.62
2028	147.73	251.88	29.83	25.55	197.98	580.75	52.80	87.44	1,373.95
2029	151.83	246.34	29.09	26.06	197.98	569.86	51.81	89.18	1,362.15
2030	160.04	240.65	28.33	26.58	211.18	558.97	50.82	90.97	1,367.53
2031	164.14	234.65	27.53	27.11	224.38	547.35	49.76	92.79	1,367.71
2032	172.35	228.49	26.71	27.66	237.58	535.01	48.64	94.64	1,371.08
2033	180.55	221.38	25.85	28.21	250.78	521.95	47.45	96.54	1,372.70
2034	188.76	213.94	24.95	28.77	263.98	508.15	46.20	98.47	1,373.21
2035	196.97	206.15	24.01	29.35	277.17	493.63	44.88	100.44	1,372.59
2036	205.17	198.02	23.02	29.94	290.37	478.39	43.49	102.44	1,370.85
2037	213.38	189.56	21.99	30.53	316.77	462.42	42.04	104.49	1,381.19
2038	221.59	180.76	20.93	31.14	329.97	445.00	40.45	106.58	1,376.42
2039	229.80	171.62	19.82	31.77	343.17	426.85	38.80	108.71	1,370.54
2040	242.11	162.14	18.67	32.40	369.57	407.97	37.09	110.89	1,380.84
2041	250.31	152.15	17.46	33.05	382.76	387.65	35.24	113.11	1,371.74
2042	262.62	141.83	16.21	33.71	409.16	366.60	33.33	115.37	1,378.82
2043	274.93	130.34	14.90	34.39	435.56	344.09	31.28	117.68	1,383.16
2044	287.24	118.31	13.52	35.07	448.76	320.14	29.10	120.03	1,372.18
2045	299.55	105.74	12.08	35.78	475.16	295.45	26.86	122.43	1,373.06
2046	311.87	92.64	10.59	36.49	501.55	269.32	24.48	124.88	1,371.82
2047	328.28	78.99	9.03	37.22	527.95	241.74	21.98	127.38	1,372.56
2048	344.69	64.63	7.39	37.97	554.35	212.70	19.34	129.92	1,370.98
2049	361.11	49.55	5.66	38.72	593.94	182.21	16.56	132.52	1,380.28
2050	377.52	33.75	3.86	39.50	620.34	149.54	13.59	135.17	1,373.28
2051	393.93	17.23	1.97	40.29	659.94	115.42	10.49	137.88	1,377.16
2052	-	-	-	-	699.53	79.13	7.19	140.63	926.49
2053	-	-	-	-	739.13	40.65	3.70	143.45	926.93
<b>Total</b>	<b>\$ 6,508.13</b>	<b>\$ 4,785.08</b>	<b>\$ 559.65</b>	<b>\$ 874.55</b>	<b>\$ 11,232.16</b>	<b>\$ 11,959.01</b>	<b>\$ 1,087.18</b>	<b>\$ 3,276.95</b>	<b>\$ 40,282.71</b>

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Interest is calculated at a 5.50% rate for illustrative purposes.

[c] Additional Interest is calculated at the additional interest rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

**EXHIBIT V-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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
MANOR, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

\_\_\_\_\_  
STREET ADDRESS

**LOT TYPE 5 PRINCIPAL ASSESSMENT: \$19,514.32**

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 *Manor Heights Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

\_\_\_\_\_  
<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

Installment Due 1/31	Major Improvement Area Bonds				Improvement Area #3 Bonds				Total Annual Installment
	Principal	Interest [a]	Additional Interest [c]	Annual Collection Costs	Principal	Interest [b]	Additional Interest [c]	Annual Collection Costs	
2024	\$ 139.93	\$ 296.68	\$ 35.79	\$ 25.96	\$ 174.22	\$ 679.55	\$ 61.78	\$ 88.85	\$ 1,502.77
2025	144.44	292.30	35.10	26.48	174.22	669.96	60.91	90.63	1,494.05
2026	153.47	287.79	34.37	27.01	188.74	660.38	60.03	92.44	1,504.25
2027	157.98	283.00	33.61	27.55	203.26	650.00	59.09	94.29	1,508.78
2028	162.50	277.07	32.82	28.10	217.78	638.82	58.07	96.18	1,511.34
2029	167.01	270.98	32.00	28.67	217.78	626.84	56.99	98.10	1,498.37
2030	176.04	264.71	31.17	29.24	232.30	614.86	55.90	100.06	1,504.29
2031	180.55	258.11	30.29	29.82	246.82	602.09	54.74	102.07	1,504.48
2032	189.58	251.34	29.39	30.42	261.34	588.51	53.50	104.11	1,508.19
2033	198.61	243.52	28.44	31.03	275.85	574.14	52.19	106.19	1,509.98
2034	207.64	235.33	27.44	31.65	290.37	558.97	50.82	108.31	1,510.53
2035	216.66	226.76	26.41	32.28	304.89	543.00	49.36	110.48	1,509.85
2036	225.69	217.83	25.32	32.93	319.41	526.23	47.84	112.69	1,507.94
2037	234.72	208.52	24.19	33.59	348.45	508.66	46.24	114.94	1,519.31
2038	243.75	198.83	23.02	34.26	362.97	489.50	44.50	117.24	1,514.06
2039	252.77	188.78	21.80	34.94	377.48	469.53	42.68	119.59	1,507.59
2040	266.32	178.35	20.54	35.64	406.52	448.77	40.80	121.98	1,518.92
2041	275.34	167.37	19.21	36.36	421.04	426.41	38.76	124.42	1,508.91
2042	288.89	156.01	17.83	37.08	450.08	403.26	36.66	126.91	1,516.71
2043	302.43	143.37	16.39	37.82	479.12	378.50	34.41	129.44	1,521.48
2044	315.97	130.14	14.87	38.58	493.63	352.15	32.01	132.03	1,509.39
2045	329.51	116.32	13.29	39.35	522.67	325.00	29.55	134.67	1,510.36
2046	343.05	101.90	11.65	40.14	551.71	296.25	26.93	137.37	1,509.00
2047	361.11	86.89	9.93	40.94	580.75	265.91	24.17	140.11	1,509.81
2048	379.16	71.09	8.12	41.76	609.78	233.97	21.27	142.92	1,508.08
2049	397.22	54.50	6.23	42.60	653.34	200.43	18.22	145.77	1,518.31
2050	415.27	37.13	4.24	43.45	682.38	164.50	14.95	148.69	1,510.61
2051	433.33	18.96	2.17	44.32	725.93	126.97	11.54	151.66	1,514.88
2052	-	-	-	-	769.49	87.04	7.91	154.70	1,019.14
2053	-	-	-	-	813.04	44.72	4.07	157.79	1,019.62
<b>Total</b>	<b>\$ 7,158.95</b>	<b>\$ 5,263.59</b>	<b>\$ 615.62</b>	<b>\$ 962.00</b>	<b>\$ 12,355.37</b>	<b>\$ 13,154.91</b>	<b>\$ 1,195.90</b>	<b>\$ 3,604.64</b>	<b>\$ 44,310.99</b>

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Interest is calculated at a 5.50% rate for illustrative purposes.

[c] Additional Interest is calculated at the additional interest rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*



**EXHIBIT V-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: \$21,288.35**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Manor Heights Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

\_\_\_\_\_  
<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 6

Installment Due 1/31	Major Improvement Area Bonds				Improvement Area #3 Bonds				Total Annual Installment
	Principal	Interest [a]	Additional Interest [c]	Annual Collection Costs	Principal	Interest [b]	Additional Interest [c]	Annual Collection Costs	
2024	\$ 152.65	\$ 323.65	\$ 39.05	\$ 28.32	\$ 190.06	\$ 741.32	\$ 67.39	\$ 96.93	\$ 1,639.38
2025	157.57	318.88	38.29	28.89	190.06	730.87	66.44	98.87	1,629.87
2026	167.42	313.95	37.50	29.47	205.90	720.42	65.49	100.85	1,641.00
2027	172.35	308.72	36.66	30.06	221.74	709.09	64.46	102.86	1,645.95
2028	177.27	302.26	35.80	30.66	237.58	696.90	63.35	104.92	1,648.74
2029	182.19	295.61	34.91	31.27	237.58	683.83	62.17	107.02	1,634.58
2030	192.04	288.78	34.00	31.90	253.42	670.76	60.98	109.16	1,641.04
2031	196.97	281.58	33.04	32.54	269.25	656.82	59.71	111.34	1,641.26
2032	206.82	274.19	32.06	33.19	285.09	642.01	58.36	113.57	1,645.29
2033	216.66	265.66	31.02	33.85	300.93	626.33	56.94	115.84	1,647.25
2034	226.51	256.72	29.94	34.53	316.77	609.78	55.43	118.16	1,647.85
2035	236.36	247.38	28.81	35.22	332.61	592.36	53.85	120.52	1,647.11
2036	246.21	237.63	27.62	35.92	348.45	574.07	52.19	122.93	1,645.02
2037	256.06	227.47	26.39	36.64	380.12	554.90	50.45	125.39	1,657.43
2038	265.91	216.91	25.11	37.37	395.96	534.00	48.55	127.90	1,651.71
2039	275.75	205.94	23.78	38.12	411.80	512.22	46.57	130.46	1,644.64
2040	290.53	194.57	22.41	38.88	443.48	489.57	44.51	133.07	1,657.00
2041	300.38	182.58	20.95	39.66	459.32	465.18	42.29	135.73	1,646.08
2042	315.15	170.19	19.45	40.45	490.99	439.92	39.99	138.44	1,654.59
2043	329.92	156.40	17.87	41.26	522.67	412.91	37.54	141.21	1,659.79
2044	344.69	141.97	16.23	42.09	538.51	384.16	34.92	144.04	1,646.61
2045	359.47	126.89	14.50	42.93	570.19	354.55	32.23	146.92	1,647.67
2046	374.24	111.16	12.70	43.79	601.86	323.19	29.38	149.85	1,646.18
2047	393.93	94.79	10.83	44.66	633.54	290.08	26.37	152.85	1,647.07
2048	413.63	77.56	8.86	45.56	665.22	255.24	23.20	155.91	1,645.18
2049	433.33	59.46	6.80	46.47	712.73	218.65	19.88	159.03	1,656.34
2050	453.03	40.50	4.63	47.40	744.41	179.45	16.31	162.21	1,647.94
2051	472.72	20.68	2.36	48.35	791.93	138.51	12.59	165.45	1,652.59
2052	-	-	-	-	839.44	94.95	8.63	168.76	1,111.79
2053	-	-	-	-	886.96	48.78	4.43	172.14	1,112.31
<b>Total</b>	<b>\$ 7,809.76</b>	<b>\$ 5,742.09</b>	<b>\$ 671.59</b>	<b>\$ 1,049.46</b>	<b>\$ 13,478.59</b>	<b>\$ 14,350.82</b>	<b>\$ 1,304.62</b>	<b>\$ 3,932.34</b>	<b>\$ 48,339.26</b>

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Interest is calculated at a 5.50% rate for illustrative purposes.

[c] Additional Interest is calculated at the additional interest rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

**EXHIBIT V-7 – LOT TYPE 7 BUYER DISCLOSURE****NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
MANOR, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

\_\_\_\_\_  
STREET ADDRESS

**LOT TYPE 7 PRINCIPAL ASSESSMENT: \$12,873.94**

As the purchaser of the real property described above, you are obligated to pay assessments to Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Manor Heights Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor. The exact amount of each annual installment will be approved each year by the Manor City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

\_\_\_\_\_  
<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 7

Installment Due 1/31	Major Improvement Area Bonds				Improvement Area #3 Bonds				Total Annual Installment
	Principal	Interest [a]	Additional Interest [c]	Annual Collection Costs	Principal	Interest [b]	Additional Interest [c]	Annual Collection Costs	
2024	\$ 92.31	\$ 195.72	\$ 23.61	\$ 17.13	\$ 114.94	\$ 448.31	\$ 40.76	\$ 58.62	\$ 991.40
2025	95.29	192.84	23.15	17.47	114.94	441.99	40.18	59.79	985.65
2026	101.25	189.86	22.68	17.82	124.52	435.66	39.61	60.99	992.38
2027	104.23	186.70	22.17	18.18	134.09	428.82	38.98	62.21	995.37
2028	107.20	182.79	21.65	18.54	143.67	421.44	38.31	63.45	997.06
2029	110.18	178.77	21.11	18.91	143.67	413.54	37.59	64.72	988.50
2030	116.14	174.64	20.56	19.29	153.25	405.64	36.88	66.01	992.40
2031	119.11	170.28	19.98	19.68	162.83	397.21	36.11	67.33	992.54
2032	125.07	165.81	19.39	20.07	172.41	388.25	35.30	68.68	994.98
2033	131.03	160.66	18.76	20.47	181.99	378.77	34.43	70.05	996.16
2034	136.98	155.25	18.11	20.88	191.56	368.76	33.52	71.46	996.52
2035	142.94	149.60	17.42	21.30	201.14	358.23	32.57	72.88	996.07
2036	148.89	143.70	16.71	21.72	210.72	347.16	31.56	74.34	994.81
2037	154.85	137.56	15.96	22.16	229.88	335.57	30.51	75.83	1,002.32
2038	160.80	131.17	15.19	22.60	239.46	322.93	29.36	77.35	998.86
2039	166.76	124.54	14.38	23.05	249.03	309.76	28.16	78.89	994.58
2040	175.69	117.66	13.55	23.51	268.19	296.06	26.91	80.47	1,002.06
2041	181.65	110.42	12.67	23.98	277.77	281.31	25.57	82.08	995.45
2042	190.58	102.92	11.76	24.46	296.92	266.03	24.18	83.72	1,000.60
2043	199.52	94.58	10.81	24.95	316.08	249.70	22.70	85.40	1,003.75
2044	208.45	85.86	9.81	25.45	325.66	232.32	21.12	87.10	995.77
2045	217.38	76.74	8.77	25.96	344.82	214.41	19.49	88.85	996.41
2046	226.32	67.23	7.68	26.48	363.97	195.44	17.77	90.62	995.51
2047	238.23	57.32	6.55	27.01	383.13	175.42	15.95	92.44	996.05
2048	250.14	46.90	5.36	27.55	402.28	154.35	14.03	94.28	994.91
2049	262.05	35.96	4.11	28.10	431.02	132.23	12.02	96.17	1,001.66
2050	273.96	24.49	2.80	28.66	450.18	108.52	9.87	98.09	996.58
2051	285.87	12.51	1.43	29.24	478.91	83.76	7.61	100.06	999.39
2052	-	-	-	-	507.65	57.42	5.22	102.06	672.34
2053	-	-	-	-	536.38	29.50	2.68	104.10	672.66
<b>Total</b>	<b>\$ 4,722.88</b>	<b>\$ 3,472.48</b>	<b>\$ 406.14</b>	<b>\$ 634.65</b>	<b>\$ 8,151.06</b>	<b>\$ 8,678.53</b>	<b>\$ 788.96</b>	<b>\$ 2,378.05</b>	<b>\$ 29,232.74</b>

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Interest is calculated at a 5.50% rate for illustrative purposes.

[c] Additional Interest is calculated at the additional interest rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

**EXHIBIT W – IMPROVEMENT AREA #3 ENGINEERING REPORT**

**ENGINEERING REPORT**

**Manor Heights  
Public Improvement District**

**Manor, Texas**

January 30, 2023

**Prepared for:  
City of Manor**



01/30/2023

*Alejandro E. Granados Rico*

**Prepared by:  
Kimley»»Horn**

501 South Austin Avenue  
Suite 1310  
Georgetown, TX 78628

Job No. 069255700  
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TBPE Firm #928

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  - b. CONSTRUCTION STAGE**

**APPENDICES**

**Exhibit A – Manor Heights Location Map**

**Exhibit B – Manor Heights PID Improvement Area #3 Map**

**Exhibit C - Engineers' OPC**

## I. INTRODUCTION

Manor Heights will be developed on approximately ±477.8 acres of undeveloped land in the City of Manor. The subject property is located along Old Kimbro Road and North of Highway 290, in Manor, Travis County, Texas. The project will encompass the construction of 1,256 single-family lots, . A site location map is included in the appendix as *Exhibit A*. A map of the overall Improvements Area #3 boundary is included in the appendix as *Exhibit B-1*.

This report includes supporting documentation for the issuance of bonds by the City for improvements installed in Improvement Area #3. The bonds are anticipated to be used to finance public infrastructure projects vital for the development within the PID.

## II. DEVELOPMENT COSTS

An Engineers' Opinion of Probable Cost (OPC) has been prepared for all public infrastructure within Improvement Area #3. The Engineers' OPC has been provided as *Exhibit C*.

## III. DEVELOPMENT IMPROVEMENTS

Overall development improvements have been defined as Improvement Area #3 as shown in *Exhibit B-2*. No assessments have been levied nor bonds issued for the improvements shown. Improvements for Improvement Area #3 include water, wastewater, drainage, and roadway, as shown on *Exhibit B-2*.

Water improvements include trench excavation and embedment, PVC piping, manholes, service connections, testing, related earthwork, excavation, and all other necessary appurtenances required to provide water service to each lot.

Wastewater improvements include trench excavation and embedment, PVC piping, manholes, service connections, testing, related earthwork, excavation, and all other necessary appurtenances required to provide wastewater service to each lot.

Drainage improvements include trench excavation and embedment, reinforced concrete pipe, manholes, storm sewer outfalls and headwalls, storm drain inlets, testing, related earthwork, excavation and all other necessary appurtenances required to ensure proper drainage.

Roadway improvements include subgrade stabilization, concrete and reinforcing steel for roadways, testing and handicap ramps. All related earthwork, excavation, retaining walls, intersections, signage and re-vegetation of all disturbed areas within the right-of-way are included to provide roads to each lot.

Included soft costs of the above hard costs are estimated to be 15%, inclusive of a 4% construction management fee.



#### IV. DEVELOPMENT SCHEDULE

**a. Design Stage**



The preliminary plan for Improvement Area #3 is approved by the City of Manor. The construction drawings for Carillon Townhomes, Phase 3-1 and Phase 3-2 of Improvement Area #3 are approved by the City of Manor. Phase 3-1 included the offsite wastewater connection to the Cottonwood Phase 2 Wastewater Line Project completed by the City of Manor. The overall boundary of Improvement Area #3 is shown in *Exhibit B-1*.

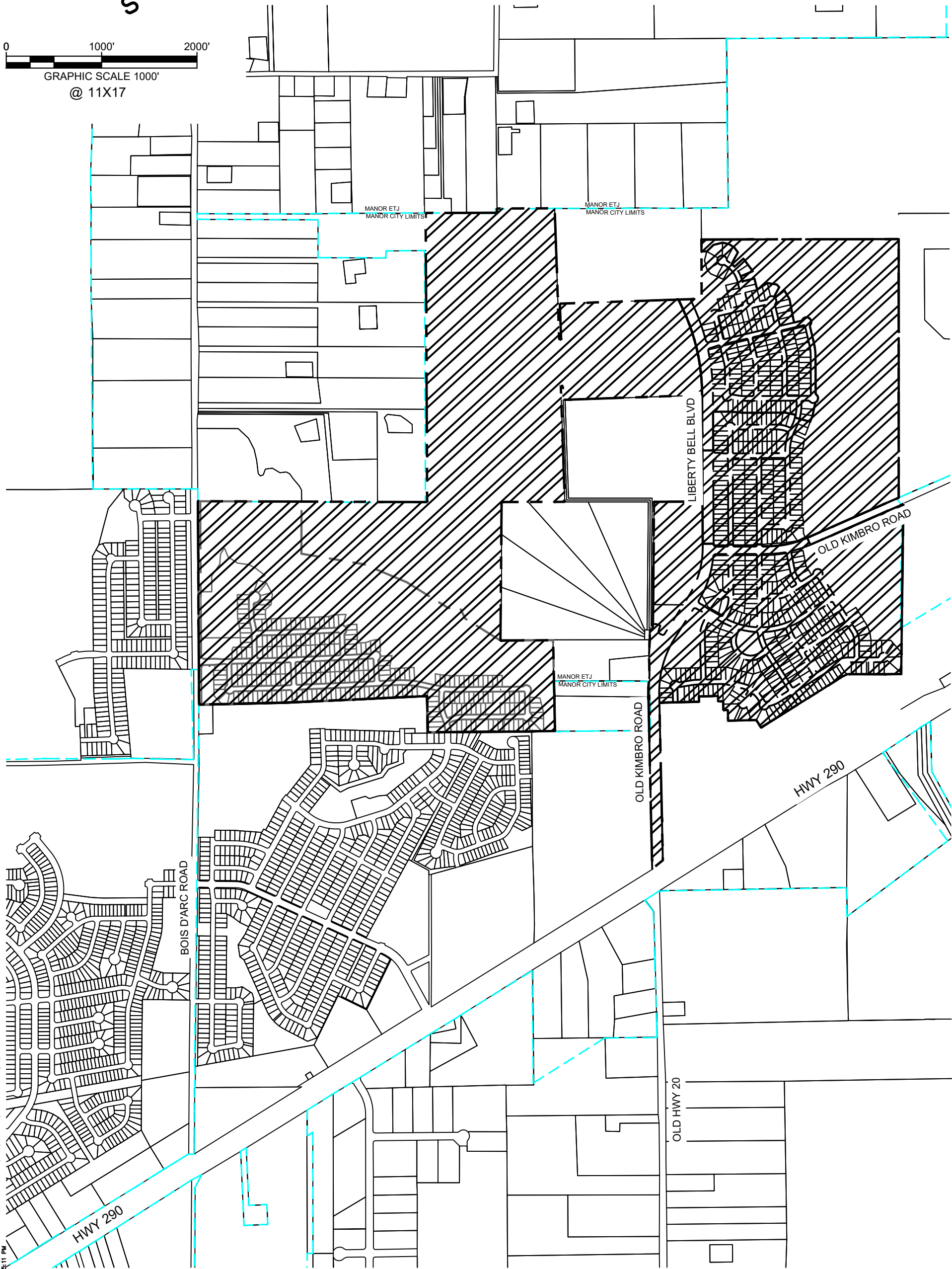
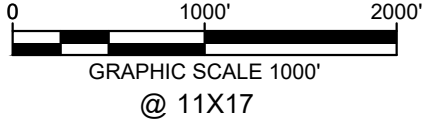
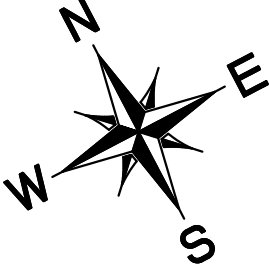
**b. Construction Stage**

The onsite construction improvements for Improvement Area #3 started in the third quarter of 2021 and anticipates final acceptance in the first quarter of 2023.

**Exhibit A**  
**Manor Heights Location Map**

LEGEND

	PROPERTY BOUNDARY
	MANOR CITY LIMITS/ETJ



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# EXHIBIT A - MANOR HEIGHTS LOCATION MAP

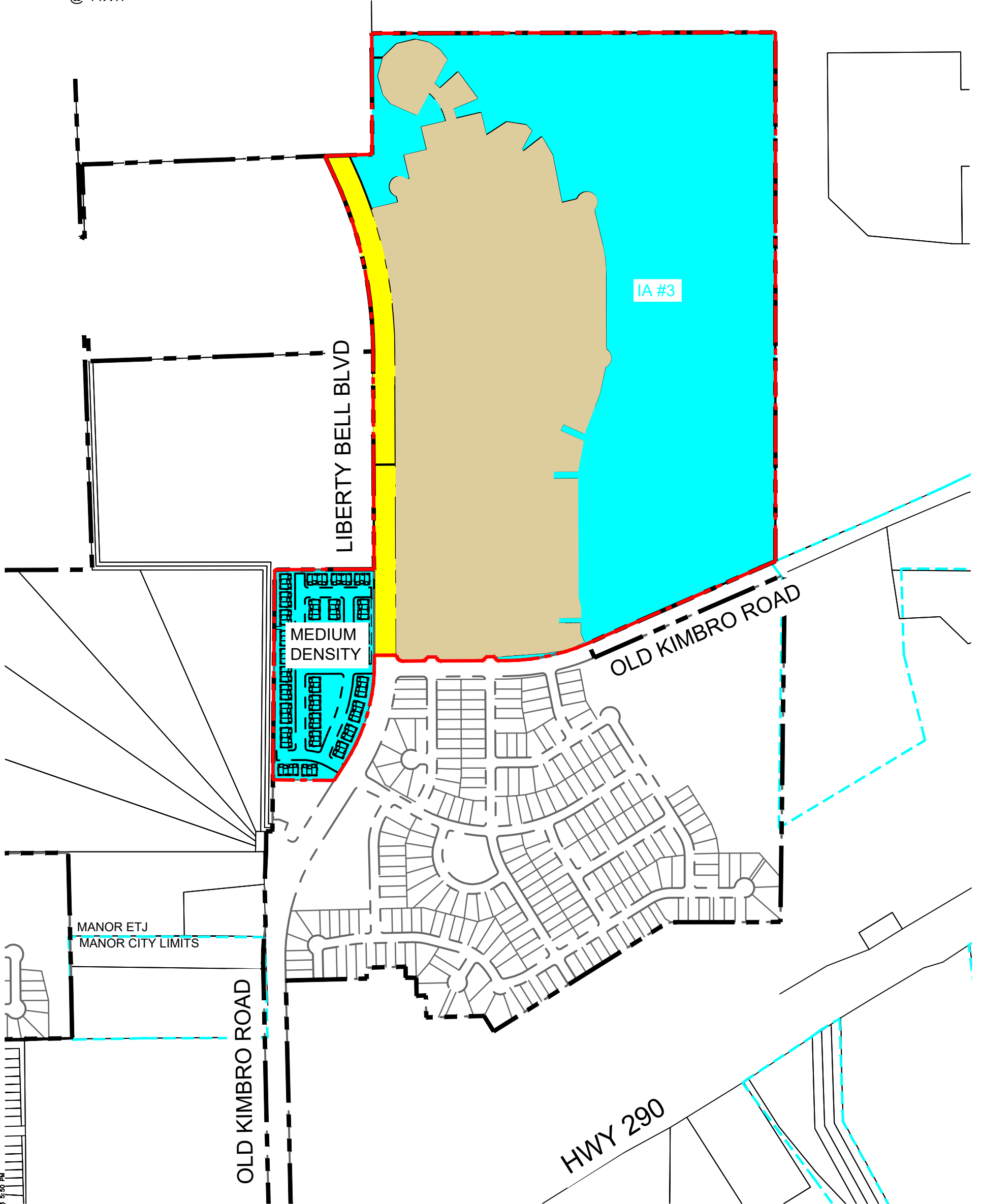
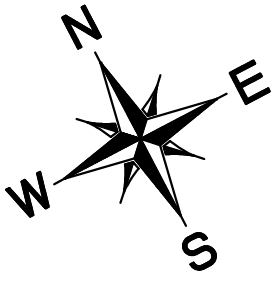
MANOR, TEXAS  
JANUARY 2023

## **Exhibit B-1**

# **Manor Heights PID Improvement Area #3 Boundary Map**

LEGEND

	PROPERTY BOUNDARY		IMPROVEMENT AREA #3
	IMPROVEMENT AREA #3 BOUNDARY		MAD4 ROADWAY
			ROADWAY



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# EXHIBIT B-1 - MANOR HEIGHTS PID IMPROVEMENT AREA #3 BOUNDARY MAP

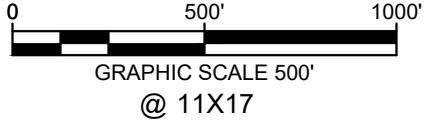
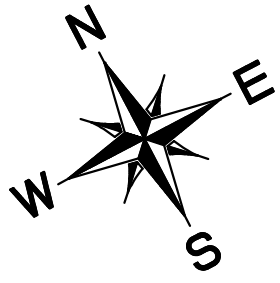
MANOR, TEXAS  
JANUARY 2023



501 South Austin Avenue, Suite 1310  
Georgetown, TX 78626  
512-418-1771  
State of Texas Registration No. F-928

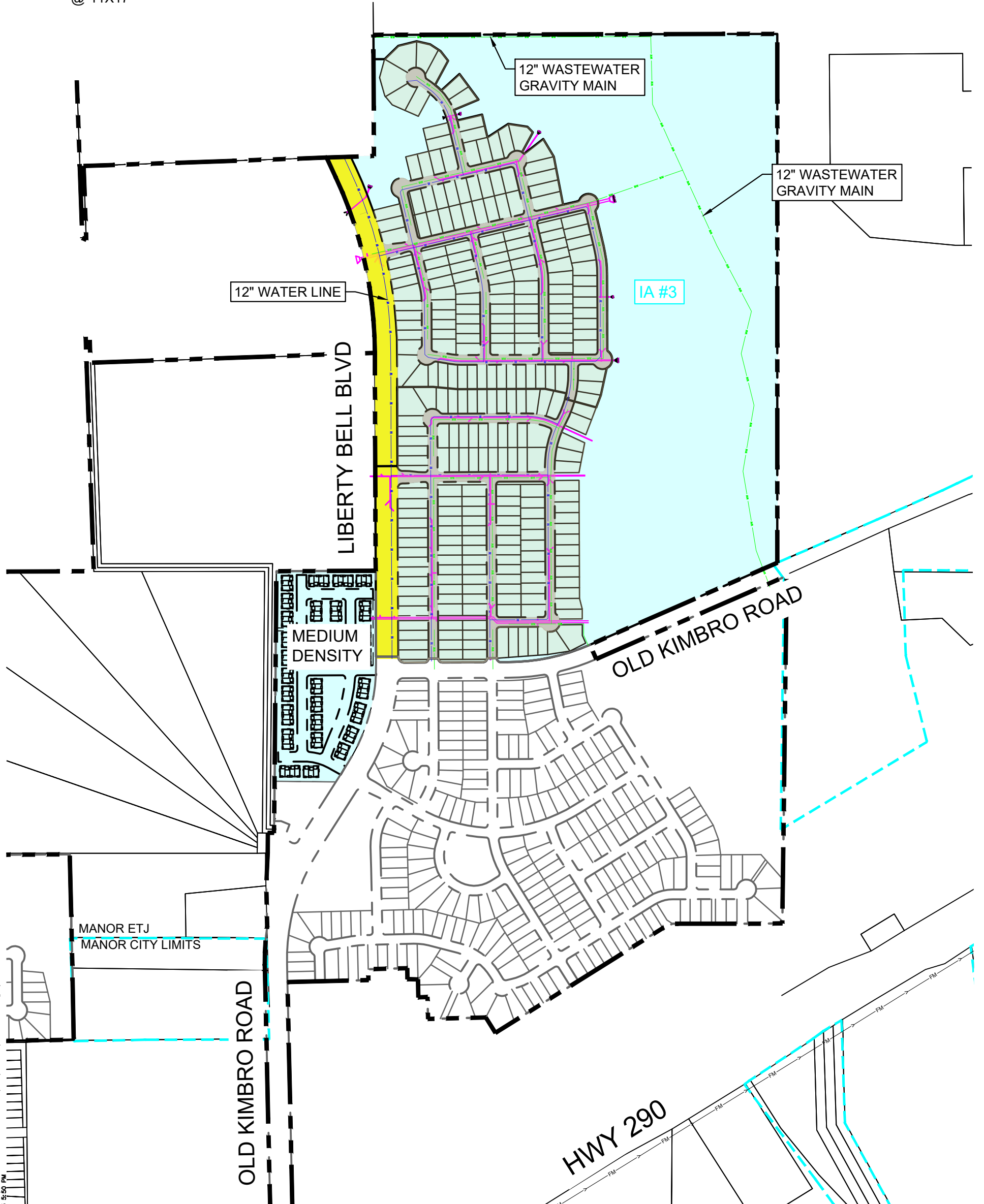
## **Exhibit B-2**

# **Manor Heights PID Improvement Area #3 Improvements Map**



LEGEND

	PROPERTY BOUNDARY		WASTEWATER LINE (8" UNLESS NOTED)
	IMPROVEMENT AREA #3		WATER LINE (8" UNLESS NOTED)
	MAD4 ROADWAY		STORM SEWER
	ROADWAY		



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# EXHIBIT B-2 - MANOR HEIGHTS PID IMPROVEMENT AREA #3 IMPROVEMENTS MAP

MANOR, TEXAS  
JANUARY 2023



501 South Austin Avenue, Suite 1310  
Georgetown, TX 78626  
512-418-1771  
State of Texas Registration No. F-928

**Exhibit C**  
**Engineers' OPC**



**OPINION OF PROBABLE CONSTRUCTION COST - MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT**  
**KIMLEY-HORN AND ASSOCIATES**  
 25-Jan-23

	TOTAL ACREAGE	ESTIMATED LOTS	ROADWAY	DRAINAGE	WASTEWATER	WATER	SUBTOTAL	SOFT COSTS (15%, W/ 4% CONSTRUCTION MANAGEMENT)	TOTAL
<b>INTERNAL IMPROVEMENTS (PID ELIGIBLE)</b>	147.19	391	\$3,012,678	\$3,229,931	\$1,777,998	\$1,199,062	\$9,219,668	\$1,382,950	\$10,602,619
<b>TOTAL PID ELIGIBLE IMPROVEMENTS (IA #3)</b>	147.19	391	\$3,012,678	\$3,229,931	\$1,777,998	\$1,199,062	\$9,219,668	\$1,382,950	\$10,602,619

1. Review all notes and assumptions. Costs were determined by actual construction costs provided by Kimley-Horn and Associates.

2. Legal, marketing, financing, closing costs, cost of sales, HOA funding, overhead, maintenance, insurance, etc. are not included.

3. Soft Cost Included in this OPC:

Estimated to be 15% of hard costs, including a 4% construction management fee.

4. Questions regarding this OPC should be directed to Kimley-Horn and Associates, Alex Granados, (512) 782-0602.

**OPINION OF PROBABLE CONSTRUCTION COSTS  
IMPROVEMENT AREA #3**

Date Prepared: 01/25/2023  
Date Exhibit: 01/25/2023  
Project: Manor Heights PID Improvement Area #3  
KHA Job Number: N/A  
Prepared By: Sarah Starkey  
Reviewed By: Alex Granados

Total Acreage: 159.04  
Lots: 391  
LF Internal Residential: 12,030  
LF PID Eligible Collector Roadway: 2,599

**INTERNAL PUBLIC IMPROVEMENTS (PID ELIGIBLE)**

**A. WATER**

	DESCRIPTION		UNIT	COST / UNIT	TOTAL COST
1	8" GATE VALVE, COMPLETE IN PLACE	31	EA	\$ 1,850.00	\$ 57,350.00
2	8" PVC WATERLINE (C-900); INCLUDING ALL APPURTANANENCES NOT ITEMIZED IN THE BID INCLUDING BUT NOT LIMITED TO FITTINGS AND TESTING, COMPLETE IN PLACE	11,860	LF	\$ 34.00	\$ 427,376.80
3	SINGLE SERVICE CONNECTION W/ METER BOX, , COMPLETE IN PLACE	41	EA	\$ 1,650.00	\$ 67,650.00
4	DOUBLE SERVICE CONNECTION W/ METER BOX, COMPLETE IN PLACE	122	EA	\$ 2,150.00	\$ 262,300.00
5	2" IRRIGATION SERVICE CONNECTION W/ METER BOX, COMPLETE IN PLACE	6	EA	\$ 4,350.00	\$ 26,100.00
6	1" IRRIGATION SERVICE CONNECTION	2	EA	\$ 4,800.00	
7	FIRE HYDRANT ASSEMBLY INCLUDING 6" LEAD AND VALVE, COMPLETE IN PLACE	31	EA	\$ 4,800.00	\$ 148,800.00
8	8" PLUG AND BLOWOFF VALVE, COMPLETE IN PLACE	2	EA	\$ 3,650.00	\$ 7,300.00
9	REMOVE EXISTING 8" PLUG AND CONNECT, COMPLETE IN PLACE	3	EA	\$ 1,450.00	\$ 4,350.00
10	12" GATE VALVE, COMPLETE IN PLACE	6	EA	\$ 2,800.00	\$ 16,800.00
11	12" PVC WATERLINE (C-900); INCLUDING ALL APPURTANANENCES NOT ITEMIZED IN THE BID INCLUDING BUT NOT LIMITED TO FITTINGS AND TESTING, COMPLETE IN PLACE	2,665	LF	\$ 54.00	\$ 156,510.00
12	12" PLUG AND BLOWOFF VALVE, COMPLETE IN PLACE	2	EA	\$ 3,800.00	\$ 7,600.00
13	REMOVE EXISTING 12" PLUG AND CONNECT, COMPLETE IN PLACE	2	EA	\$ 1,200.00	\$ 2,400.00
14	TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEMS, COMPLETE IN PLACE	14,525	EA	\$ 1.00	\$ 14,525.00
				<b>Subtotal</b>	<b>\$ 1,199,061.80</b>

**B. WASTEWATER**

	DESCRIPTION		UNIT	COST / UNIT	TOTAL COST
14	8" SDR26 (ALL DEPTHS), COMPLETE IN PLACE	11,865	LF	\$ 32.00	\$ 395,203.20
15	SINGLE WASTEWATER SERVICE, COMPLETE IN PLACE	41	EA	\$ 1,700.00	\$ 77,558.80
16	DOUBLE WASTEWATER SERVICE, COMPLETE IN PLACE	122	EA	\$ 3,000.00	\$ 366,000.00
17	4' WASTEWATER DROP MANHOLE WITH GASKETED AND WATERTIGHT LID	2	EA	\$ 4,900.00	\$ 9,800.00
18	STANDARD 4' WASTEWATER MANHOLE, COMPLETE IN PLACE	43	EA	\$ 3,925.00	\$ 168,775.00
19	4' WASTEWATER MANHOLE WITH BOLTED TOP	5	EA	\$ 3,925.00	\$ 19,625.00
20	EXTRA DEPTH (OVER 8') MANHOLE, COMPLETE IN PLACE	95	EA	\$ 300.00	\$ 28,500.00
21	CONNECT TO EXISTING 8" WASTEWATER LINE STUBS	4	EA	\$ 750.00	\$ 3,000.00
22	SILT FENCE	5,410	LF	\$ 2.00	\$ 10,820.00
23	REVEGETATION	1	LS	\$ 33,700.00	\$ 33,700.00
24	SWPP	1	LS	\$ 4,200.00	\$ 4,200.00
25	ROCK BERM WASTEWATER IMPROVEMENTS	2	EA	\$ 3,700.00	\$ 7,400.00
26	CONNECTION TO EXISTING WASTEWATER LINE	1	EA	\$ 4,000.00	\$ 4,000.00
27	8" SDR 26 WW LINE (0'-10') DEPTH	2,417	LF	\$ 56.00	\$ 135,352.00
28	8" SDR 26 WW LINE (10'-12') DEPTH	124	LF	\$ 62.00	\$ 7,688.00
29	12" SDR 26 WW LINE (0'-10') DEPTH	1,500	LF	\$ 76.00	\$ 114,000.00
30	12" SDR 26 WW LINE (10'-12') DEPTH	1,770	LF	\$ 79.00	\$ 139,830.00
31	4' WW MANHOLE (0'-10') STANDARD DEPTH W/ COATING	16	EA	\$ 6,000.00	\$ 96,000.00
32	EXTRA VERTICAL FEET MANHOLE (ABOVE 10') W/ COATING	10	VF	\$ 603.00	\$ 6,030.00
33	MANHOLE VENT PIPE (4" DIP)	50	LF	\$ 950.00	\$ 47,500.00
34	BORED 24" STEEL ENCASMENT PIPE INCLUDING 12" SDR 26	150	LF	\$ 423.00	\$ 63,450.00
35	BORING PIT (30'x10')	1	EA	\$ 6,630.00	\$ 6,630.00
36	RECEIVING PIT (10'x10')	1	EA	\$ 2,210.00	\$ 2,210.00
37	CONCRETE TRENCH CAP	2	EA	\$ 6,525.00	\$ 13,050.00
38	TRENCH SAFETY EXCAVATION PROTECTION SYSTEMS, COMPLETE IN PLACE	17,676	EA	\$ 1.00	\$ 17,676.00
				<b>Subtotal</b>	<b>\$ 1,777,998.00</b>

**C. STORM WATER & DRAINAGE**

	DESCRIPTION		UNIT	COST / UNIT	TOTAL COST
22	18" RCP, CLASS III PIPE (ALL DEPTHS), COMPLETE IN PLACE	2,387	LF	\$ 42.00	\$ 100,254.00
23	24" RCP, CLASS III PIPE (ALL DEPTHS), COMPLETE IN PLACE	1,870	LF	\$ 53.00	\$ 99,110.00
24	30" RCP, CLASS III PIPE (ALL DEPTHS), COMPLETE IN PLACE	1,230	LF	\$ 68.00	\$ 83,640.00
25	36" RCP, CLASS III PIPE (ALL DEPTHS), COMPLETE IN PLACE	1,302	LF	\$ 96.00	\$ 124,992.00
26	42" RCP, CLASS III PIPE (ALL DEPTHS), COMPLETE IN PLACE	590	LF	\$ 124.00	\$ 73,160.00
27	48" RCP, CLASS III PIPE (ALL DEPTHS), COMPLETE IN PLACE	588	LF	\$ 155.00	\$ 91,140.00
28	4' x 4' RCB, (ALL DEPTHS), COMPLETE IN PLACE	490	LF	\$ 227.00	\$ 111,230.00
29	9' x 4' RCB, (ALL DEPTHS), COMPLETE IN PLACE	550	LF	\$ 557.00	\$ 306,350.00
30	8' x 4' RCB, (ALL DEPTHS), COMPLETE IN PLACE	316	LF	\$ 477.00	\$ 150,732.00
31	5' x 3' RCB, (ALL DEPTHS), COMPLETE IN PLACE	225	LF	\$ 248.00	\$ 55,800.00
32	10' x 4' RCB, (ALL DEPTHS), COMPLETE IN PLACE	360	LF	\$ 656.00	\$ 236,160.00
33	11' x 4' RCB, (ALL DEPTHS), COMPLETE IN PLACE	805	LF	\$ 806.00	\$ 648,830.00
34	12' x 4' RCB, (ALL DEPTHS), COMPLETE IN PLACE	420	LF	\$ 955.00	\$ 401,100.00
35	STANDARD 4' MANHOLE, COMPLETE IN PLACE	1	EA	\$ 3,000.00	\$ 3,000.00
36	STANDARD 5' MANHOLE, COMPLETE IN PLACE	7	EA	\$ 3,700.00	\$ 25,900.00
37	STANDARD 6' MANHOLE, COMPLETE IN PLACE	7	EA	\$ 4,700.00	\$ 32,900.00
38	STANDARD 7' MANHOLE, COMPLETE IN PLACE	1	EA	\$ 8,100.00	\$ 8,100.00
39	5' JUNCTION BOX WITH GRATE TOP	1	EA	\$ 8,200.00	\$ 8,200.00
40	4' x 5' JUNCTION BOX, COMPLETE IN PLACE	2	EA	\$ 4,700.00	\$ 9,400.00
41	4' x 6' JUNCTION BOX, COMPLETE IN PLACE	1	EA	\$ 4,400.00	\$ 4,400.00
42	6' x 12' JUNCTION BOX, COMPLETE IN PLACE	1	EA	\$ 13,000.00	\$ 13,000.00
43	8' x 10' JUNCTION BOX, COMPLETE IN PLACE	2	EA	\$ 15,000.00	\$ 30,000.00
44	12' x 12' JUNCTION BOX, COMPLETE IN PLACE	1	EA	\$ 27,000.00	\$ 27,000.00
45	3' x 13' JUNCTION BOX, COMPLETE IN PLACE	1	EA	\$ 17,500.00	\$ 17,500.00
46	4' x 13' JUNCTION BOX, COMPLETE IN PLACE	1	EA	\$ 15,700.00	\$ 15,700.00
47	6' x 12' JUNCTION BOX, COMPLETE IN PLACE	3	EA	\$ 13,000.00	\$ 39,000.00
48	10'X4' JUNCTION BOX WITH GRATE TOP	1	EA	\$ 21,000.00	\$ 21,000.00
49	10' TYPE 1 CURB INLET, COMPLETE IN PLACE	79	EA	\$ 4,300.00	\$ 339,700.00
50	STANDARD 24" HEADWALL, INCLUDING RIP RAP, COMPLETE IN PLACE	3	EA	\$ 4,900.00	\$ 14,700.00
51	STANDARD 36" HEADWALL, INCLUDING RIP RAP, COMPLETE IN PLACE	2	EA	\$ 7,600.00	\$ 15,200.00
52	STANDARD 42" HEADWALL, INCLUDING RIP RAP, COMPLETE IN PLACE	2	EA	\$ 8,800.00	\$ 17,600.00
53	STANDARD 48" HEADWALL, INCLUDING RIP RAP, COMPLETE IN PLACE	1	EA	\$ 11,000.00	\$ 11,000.00
54	STANDARD TXDOT 12' x 4' HEADWALL, INCLUDING RIP RAP, COMPLETE IN PLACE	1	EA	\$ 27,000.00	\$ 27,000.00
55	STANDARD TXDOT 4' x 4' HEADWALL, INCLUDING RIP RAP, COMPLETE IN PLACE	1	EA	\$ 19,000.00	\$ 19,000.00
56	STANDARD TXDOT 10' x 4' HEADWALL, INCLUDING RIP RAP, COMPLETE IN PLACE	2	EA	\$ 18,500.00	\$ 37,000.00
57	TRENCH SAFETY EXCAVATION PROTECTION SYSTEMS, COMPLETE IN PLACE	11,133	EA	\$ 1.00	\$ 11,133.00
				<b>Subtotal</b>	<b>\$ 3,229,931.00</b>

**D. PAVEMENT ITEMS**

	DESCRIPTION		UNIT	COST / UNIT	TOTAL COST
57	SUBGRADE PREPERATION, PER CITY OF AUSTIN STANDARD SPECIFICATION 201S, MINIMUM 6" DEPTH, PER SQUARE YARD- COMPLETE IN PLACE	60,310	SY	\$ 2.25	\$ 135,697.50
58	CRUSHED LIMESTONE BASE, 12-INCH, PER SQUARE YARD, COMPLETE IN PLACE	50,520	SY	\$ 13.25	\$ 669,390.00
59	HOT MIX ASPHALT CONCRETE PAVEMENT, 2.0" TYPE D, COMPLETE IN PLACE	37,275	SY	\$ 11.50	\$ 428,662.50
60	31.0" FLEXIBLE BASE - PER SQUARE YARD, COMPLETE IN PLACE (MAD4)	9,790	SY	\$ 35.00	\$ 342,650.00
61	HOT MIX ASPHALT CONCRETE PAVEMENT, 2.5" TYPE C, COMPLETE IN PLACE (MAD4)	6,960	SY	\$ 13.75	\$ 95,700.00
62	HOT MIX ASPHALT CONCRETE PAVEMENT, 2.5" TYPE D, COMPLETE IN PLACE (MAD4)	6,960	SY	\$ 13.75	\$ 95,700.00
63	TENSAR TX5 GEOGRID, COMPLETE IN PLACE	60,310	SY	\$ 3.85	\$ 232,193.50
64	8' GRANITE GRAVEL TRAIL, COMPLETE IN PLACE	3,550	LF	\$ 28.00	\$ 99,400.00
65	8' CONCRETE SIDEWALK, COMPLETE IN PLACE	787	SY	\$ 66.00	\$ 51,942.00
66	6" CONCRETE CURB AND GUTTER, COMPLETE IN PLACE	28,010	LF	\$ 14.00	\$ 392,140.00
67	DEVELOPER CONCRETE SIDEWALK, COMPLETE IN PLACE	1,840	SY	\$ 75.00	\$ 138,000.00
68	CONCRETE VALLEY GUTTER, COMPLETE IN PLACE	15	EA	\$ 3,700.00	\$ 55,500.00
69	SIDEWALK CURB RAMP, COMPLETE IN PLACE	42	EA	\$ 1,150.00	\$ 48,300.00
70	REVEGETATION OF ROW AND EASEMENTS, COMPLETE IN PLACE	8,135	SY	\$ 1.50	\$ 12,202.50
71	EXCAVATION AROUND EXISTING UTILITIES	25,158	CY	\$ 7.75	\$ 194,974.50
72	SIGNING AND STRIPING, COMPLETE IN PLACE	1	LS	\$ 13,800.00	\$ 13,800.00
73	STREET END BARRICADE	1	EA	\$ 1,350.00	\$ 1,350.00
74	TEMPORARY EMERGENCY ACCESS	145	SY	\$ 35.00	\$ 5,075.00
				<b>Subtotal</b>	<b>\$ 3,012,677.50</b>

**SUMMARY OF ESTIMATED PROJECT COSTS**

	DESCRIPTION	TOTAL COST
A.	<b>WATER</b>	\$ 1,199,061.80
B.	<b>WASTEWATER</b>	\$ 1,777,998.00
C.	<b>STORM WATER &amp; DRAINAGE</b>	\$ 3,229,931.00
D.	<b>PAVEMENT ITEMS</b>	\$ 3,012,677.50
<b>Total Estimated Project Costs</b>		<b>\$ 9,219,668.30</b>

Cost per lot 23,579.71

## EXHIBIT B

### NOTICE OF PUBLIC HEARING TO CONSIDER PROPOSED ASSESSMENTS TO BE LEVIED AGAINST PROPERTY LOCATED IN IMPROVEMENT AREA #3 OF THE MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT

**Date, Time, and Place of the Hearing:** Notice is hereby given that the City Council of the City of Manor, Texas, will hold a public hearing in the Council Chambers at City of Manor – City Hall, 105 E. Eggleston St., Manor, Texas, 78653 on June 21, 2023, at 7:00 p.m., to consider proposed assessments to be levied against the assessable property located in Improvement Area #3 of the Manor Heights Public Improvement District (the “District”) pursuant to the provisions of Chapter 372, Texas Local Government Code. The meeting may also be held via telephonic or videoconference meeting. Please visit [www.cityofmanor.org](http://www.cityofmanor.org) for more for detailed instructions on how to participate in a telephonic or videoconference meeting.

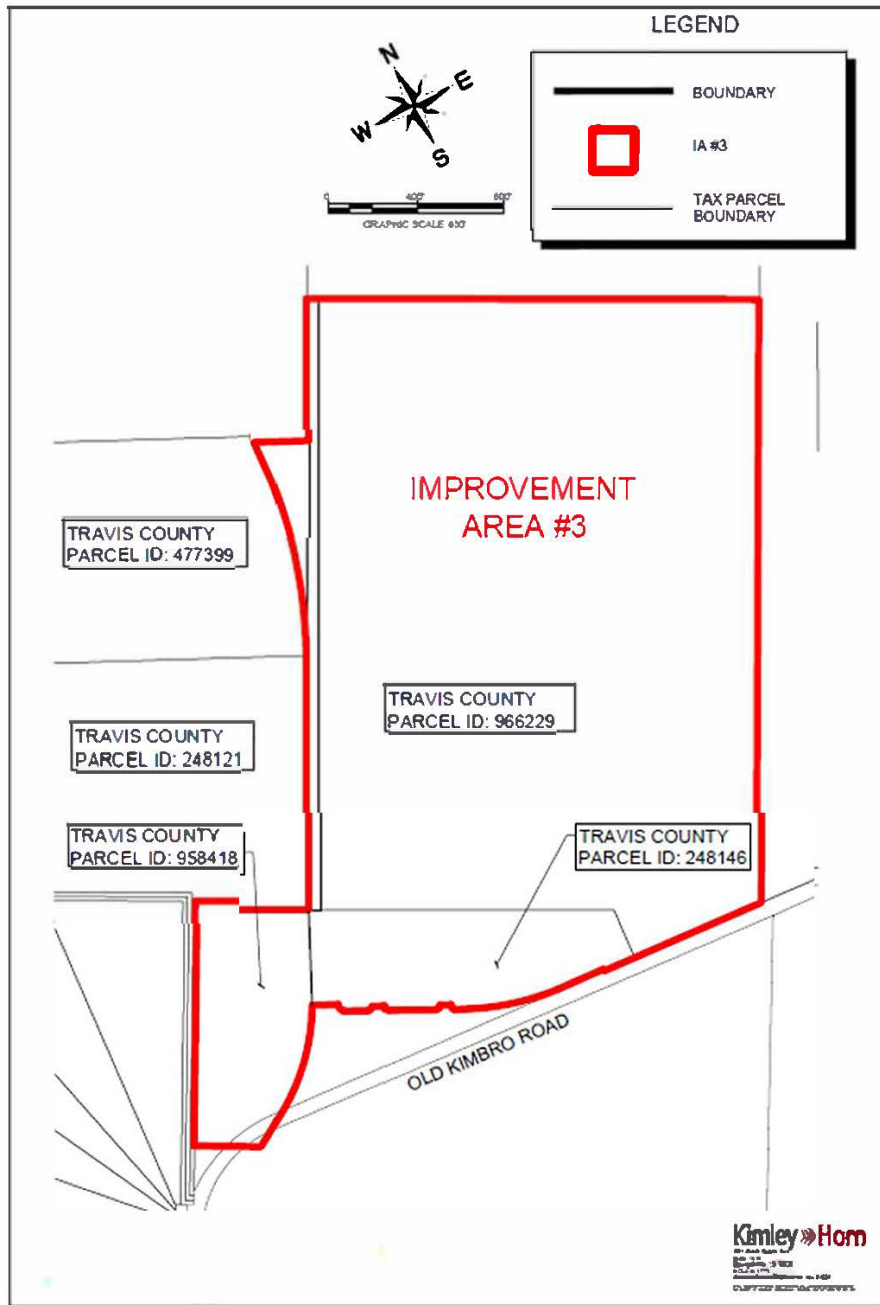
**General Nature of Public Improvements:** The purposes of the District include the design, acquisition, construction, and improvement of public improvement projects authorized by the Act that are necessary for the development of the Property, which public improvements will generally include: (i) the establishment of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, pavilions, community facilities, parking structures, sidewalks, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein; (ii) landscaping; (iii) acquisition, construction, and improvement of water, wastewater and drainage facilities; (iv) acquisition, construction and improvement of streets, roadways, rights-of-way and related facilities; (v) entry monumentation and features; (vi) signage; (vii) projects similar to those listed in subsections (i) – (vi) above; and (viii) payment of costs associated with constructing and financing the public improvements listed in subparagraphs (i) – (vii) above, including costs of establishing, administering and operating the District (the “Authorized Improvements”). Improvement Area #3 is anticipated to include the acquisition, construction, and/or improvement of roadways, water, wastewater, and drainage improvements, and related facilities, as well as the payment of costs associated with the public improvements described herein (the “Improvement Area #3 Improvements”).

**Estimated Total Cost of Public Improvements:** The total cost of the public improvements to be funded by the District is approximately \$30,000,000.00, including issuance and required reserves related to the proposed issuance of bonds to fund the construction of the Authorized Improvements. The total estimated cost of the Improvement Area #3 Improvements is expected to be \$11,332,194.00, including issuance and required reserves related to the proposed issuance of bonds to fund the construction of the Improvement Area #3 Improvements.

**District Boundaries:** The District includes approximately 602.9 acres located along Old Kimbro Road, north of US Highway 290 (the “Property”). Improvement Area #3, comprised of approximately 159.04 acres, is located within the Property as generally depicted on Exhibit A attached hereto.

**Materials:** The field notes, a copy of the proposed service and assessment plan, and assessment roll are available for inspection at Manor City Hall at 105 E. Eggleston St., Manor, Texas 78653. All written and oral objections will be considered at the hearing.

**Exhibit A**





**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** June 7, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on the City of Manor, Texas Deposit Agreement for the Proposed Water and Sewer Service Transfer and an Exchange of Extra-Territorial Jurisdiction (ETJ) for the Blue Bluff Project.

**BACKGROUND/SUMMARY:**

The developer is requesting a release from water service from the City of Manor to receive water from City of Austin, an exchange of wastewater service between City of Austin and City of Manor and an exchange of ETJ between the two cities for the proposed Blue Bluff project. The attached deposit agreement is submitted to be entered into in order to begin work on the process of transferring those services and ETJ exchange with the City of Austin for City Council’s consideration.

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

- Deposit Agreement

**STAFF RECOMMENDATION:**

Staff recommends approval of the City of Manor, Texas Deposit Agreement for the Proposed Water and Sewer Service Transfer and an Exchange of Extra-Territorial Jurisdiction (ETJ) for the Blue Bluff Project and authorizing the City Manager to execute the agreement.

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

**CITY OF MANOR, TEXAS DEPOSIT AGREEMENT FOR THE  
PROPOSED WATER AND SEWER SERVICE TRANSFER AND AN EXCHANGE OF  
EXTRA-TERRITORIAL JURISDICTION FOR THE  
BLUE BLUFF PROJECT**

THIS DEPOSIT AGREEMENT (this “Agreement”) is made and entered into as of \_\_\_\_\_, 2023 by and between the **CITY OF MANOR, TEXAS** (the “City”) and **PLACEMKR, LLC**, a Texas limited liability company (including its Designated Successors and Assigns, the “Developer”), as the authorized agent for the owner of the property (the “Owner”) (the City and Developer collectively referred to as the “Parties”), with said property being generally as described in the attached “**Exhibit A**” (the “Property”).

WHEREAS, the City is the holder of a water Certificate of Convenience and Necessity (“CCN”), No. 10947 (pending Final Order Docket No. 54363), which includes a portion of the Property within its boundaries; and

WHEREAS, Austin Water is the holder of water CCN No. 11322, which includes a portion of the Property within its boundaries; and

WHEREAS, the City is the holder of sewer CCN No. 20378, which includes a portion of the Property within its boundaries; and

WHEREAS, Austin Water is the holder of sewer CCN No. 20636, which includes a portion of the Property within its boundaries; and

WHEREAS, the Developer intends to develop the Property within the extraterritorial jurisdiction of the City of Austin and desires to transfer the Property to the Austin Water CCN; and

WHEREAS, the Developer is coordinating with Austin Water to obtain water and wastewater service to the Property; and

WHEREAS, the Parties anticipate there to be an exchange of the Extra-Territorial Jurisdiction covering portions of the Property between the City and the City of Austin pursuant to future action by the cities’ respective City Councils (the “ETJ Transfer”); and

WHEREAS, the Developer is coordinating with the City and the City of Austin on the release of the sewer CCN;

WHEREAS, the Developer has agreed to advance moneys to be used by the City Manager of the City (the “City Manager”) to pay costs and expenses associated with retaining the Consultants (herein defined) to assist the City with the execution of a Water and Sewer Service Area Transfer Agreement with Austin Water and the ETJ Transfer (the “Transfer Agreement”) and approval by the Public Utility Commission of said Transfer Agreement and of the ETJ Transfer by the respective cities; and

WHEREAS, the Owner has signed an agent designation letter authorizing the Developer to act on its behalf and sign this Agreement; and

WHEREAS, the Parties hereto wish to enter into the Agreement to define the terms and conditions under which moneys will be advanced by and reimbursed to the Developer.

NOW THEREFORE, the Parties, for mutual consideration, agree as follows:

**SECTION 1. DEPOSITS.** The Developer shall deposit with the City the amount of \$20,000.00 (the “Moneys”) to the City Manager within five (5) business days after this Agreement is executed and delivered by the City, which Moneys shall be used by the City exclusively to pay costs generally described in Section 2 hereof. If the Moneys are not deposited in accordance with this Section 1, the City shall not proceed with seeking execution and approval of the Transfer Agreement. The City will notify the Developer if the costs generally described in Section 2 exceed or are expected to exceed \$20,000.00. The City will draw from the deposit for the Consultants fees and other fees related to the execution and approval of the Transfer Agreement (the “Consultants Deposit”). Whenever the account for the Consultants Deposit reaches a balance below \$2,000.00, the Developer shall deposit an additional \$5,000.00 within five (5) business days of notification by the City Manager (the “Additional Moneys”). If the Additional Moneys are not deposited in accordance with this Section 1, the City shall not proceed with the execution and approval of the Transfer Agreement. The City Manager shall cause all Moneys received from the Developer to be deposited into a separate account maintained by or at the direction of the City Manager and the Office of the City Director of Finance. All interest or other amounts earned on Moneys (if any) in such account shall be held in such account for the payment of Project Costs or otherwise applied as set forth in Section 3 hereof.

**SECTION 2. USE OF MONEYS ON DEPOSIT.** The City has engaged or will engage consultants, including but not limited to engineers and attorneys (collectively, “Consultants”). The Consultants will assist the City with execution and approval of the Transfer Agreement. The Consultants will be responsible to, and will act as consultants to, the City in connection with the execution and approval of the Transfer Agreement. The City Manager will use the Moneys to pay costs and expenses of the Consultants that are associated with or incidental to execution and approval of the Transfer Agreement (collectively, “Project Costs”). The scope of work and terms and conditions of the agreements for the Consultants are, or will be, set forth in agreements on file in the City Manager’s office. The City Manager may also use the Moneys for other direct City expenses relating to the execution and approval of the Transfer Agreement. The City Manager shall maintain records of the payment of all Project Costs and keep such records on file and available for inspection and review by the Developer in the City Manager’s office upon request by Developer. If the Developer objects to any portion of an invoice, the City and the Owner agree in good faith to attempt to resolve the dispute within a reasonable period of time.

**SECTION 3. UNEXPENDED MONEYS.** If proceedings for execution and approval of the Transfer Agreement are unsuccessful and are terminated or abandoned prior to the issuance of approval by the PUC, the City Manager shall transfer to the Developer all Moneys, including any interest earnings thereon, then on deposit in the account established and maintained pursuant to Section 1, exclusive of Moneys necessary to pay Project Costs or portions thereof that (i) have



been actually incurred and (ii) are due and owing as of the date of such termination or abandonment. Upon the successful approval by the PUC and resolution of the ETJ Exchange by the respective cities, the City shall return unexpended Moneys, and the interest thereon, if any, to Developer.

SECTION 4. RESERVED RIGHTS. This Agreement does not in any way create an obligation or commitment that the City will execute any agreements, and the City expressly reserves the right to terminate or abandon the proceedings at any time, if in the City's sole discretion, it deems such termination or abandonment to be in the best interest of the City.

SECTION 5. BINDING EFFECT. This Agreement shall be binding on the successors and assigns of the Parties hereto.

*[signature pages follow]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date above written.

CITY OF MANOR, TEXAS, a municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

DEVELOPER:

PLACEMKR, LLC,  
a Texas limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit A:**  
**Description of the Property**

## TRACT 1:

BEING A 64.134 ACRE TRACT OF LAND OUT OF THE JAMES MANOR 1280 ACRE ORIGINAL SURVEY IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THE REAL PROPERTY CONVEYED TO CAROL ANNE SCYRYVER, TRUSTEE OF THE RONALD BLOOM AND CAROL ANNE SCHRYVER LIVING TRUST, PER DEED RECORDED AS DOCUMENT NO. 2014012701 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.); SAID 64.134 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD SET WITH "CEC BOUNDARY" CAP ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE TEXAS & NEW ORLEANS RAILROAD (200 FOOT WIDE RIGHT-OF-WAY), AND AT THE MOST NORTHWESTERLY CORNER OF THE TRACT CONVEYED TO TEXAS WH200, LP, PER DEED RECORDED AS DOCUMENT NO. 2010177691, O.P.R.T.C.T., FOR THE NORTHWEST CORNER AND POINT OF BEGINNING HEREOF;

THENCE, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF THE TEXAS & NEW ORLEANS RAILROAD THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. N84°52'28"E, A DISTANCE OF 980.75 FEET TO A 1/2-INCH IRON ROD SET WITH "CEC BOUNDARY" CAP AT THE BEGINNING OF A 1,661.85 FOOT RADIUS CURVE TO THE RIGHT;
2. EASTERLY ALONG THE ARC OF SAID 1,661.85 FOOT RADIUS CURVE A DISTANCE OF 486.04 FEET THROUGH A CENTRAL ANGLE OF 16°45'26", AND A CHORD BEARING S87°56'27"E AND DISTANCE OF 484.31 FEET TO A 1/2-INCH IRON ROD SET WITH "CEC BOUNDARY" CAP;
3. S79°51'59"E, A DISTANCE OF 378.12 FEET TO A 1/2-INCH IRON ROD SET WITH "CEC BOUNDARY" CAP AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF THE TEXAS & NEW ORLEANS RAILROAD AND THE WESTERLY RIGHT-OF-WAY LINE OF BLUE BLUFF ROAD (RIGHT-OF-WAY WIDTH VARIES);

THENCE, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF BLUE BLUFF ROAD, THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

1. S07°47'03"W, A DISTANCE OF 502.07 FEET TO A 1/2-INCH IRON ROD FOUND;
2. N82°31'58"W, A DISTANCE OF 44.58 FEET TO A 1/2-INCH IRON ROD FOUND;
3. S07°45'23"W, A DISTANCE OF 91.84 FEET TO A 1/2-INCH IRON ROD SET WITH "CEC BOUNDARY" CAP;
4. S17°25'23"W, A DISTANCE OF 141.73 FEET TO A 1/2-INCH IRON ROD SET WITH "CEC BOUNDARY" CAP;
5. S23°40'23"W, A DISTANCE OF 556.10 FEET TO A 1/2-INCH IRON ROD FOUND;
6. S66°10'06"E, A DISTANCE OF 44.76 FEET TO A 1/2-INCH IRON ROD FOUND;
7. S23°42'15"W, A DISTANCE OF 608.99 FEET TO A 1/2-INCH IRON ROD FOUND AT THE NORTHERLY COMMON CORNER OF SAID TEXAS WH200, LP TRACT AND OF THE WESTERLY RIGHT-OF-WAY LINE OF BLUE BLUFF ROAD;

THENCE, ALONG THE NORTHERLY LINE OF SAID TEXAS WH200, LP TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. N62°34'25"W, A DISTANCE OF 1911.31 FEET TO A 1/2-INCH IRON ROD FOUND AT AN INTERIOR ELL CORNER OF SAID TEXAS WH200, LP TRACT;
2. N27°49'45"E, A DISTANCE OF 925.22 FEET TO A 1/2-INCH IRON ROD SET WITH "CEC BOUNDARY" CAP;
3. N14°20'00"E, A DISTANCE OF 103.86 FEET TO THE POINT OF BEGINNING, AND CONTAINING 64.134 ACRES OF LAND, MORE OR LESS.

## TRACT 2:

BEING A 83.919 ACRE TRACT OF LAND OUT OF THE JAMES MANOR 1280 ACRE ORIGINAL SURVEY, IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THE REAL PROPERTY CONVEYED TO CAROL ANNE SCYRYVER, TRUSTEE OF THE RONALD BLOOM AND CAROL ANNE SCHRYVER LIVING TRUST, PER DEED RECORDED AS DOCUMENT NO. 2014012701 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.); SAID 83.919 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE TEXAS & NEW ORLEANS RAILROAD (200 FOOT WIDE RIGHT-OF-WAY) AT THE MOST NORTHERLY CORNER OF THE CALLED 6.0 ACRE TRACT CONVEYED TO TRAVIS COUNTY PER DEED RECORDED IN VOLUME 9651, PAGE 384 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS (D.R.T.C.T.), FOR THE NORTHEAST CORNER AND POINT OF BEGINNING HEREOF;

THENCE, ALONG THE WESTERLY LINE OF SAID CALLED 6.0 ACRE TRACT, S00°41'44"W, A DISTANCE OF 720.62 FEET TO A 1/2-INCH IRON ROD WITH "TRAVIS COUNTY SURVEY" CAP FOUND AT THE NORTHERLY COMMON CORNER OF SAID CALLED 6.0 ACRE TRACT AND OF THE CALLED 6.104 ACRE TRACT CONVEYED TO TRAVIS COUNTY PER DEED RECORDED AS DOCUMENT NO. 2015123189, O.P.R.T.C.T.;

THENCE, ALONG THE NORTHERLY AND THEN THE WESTERLY LINE OF SAID CALLED 6.104 ACRE TRACT THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. S45°15'06"W, A DISTANCE OF 229.66 FEET TO A 1/2-INCH IRON ROD SET WITH "CEC BOUNDARY" CAP;
2. S00°20'16"E, A DISTANCE OF 1,660.42 FEET TO A 1/2-INCH IRON ROD WITH "TRAVIS COUNTY SURVEY" CAP FOUND ON THE NORTHEASTERLY LINE OF THE TRACT CONVEYED TO HEART OF MANOR, L.P. PER DEED RECORDED AS DOCUMENT NO. 2007037703, O.P.R.T.C.T.;

THENCE, ALONG THE NORTHEASTERLY LINE OF SAID HEART OF MANOR, L.P. TRACT, N62°34'25"W, A DISTANCE OF 2,114.48 FEET TO A 1/2-INCH IRON ROD FOUND AT THE NORTHERLY COMMON CORNER OF SAID HEART OF MANOR, L.P. TRACT AND OF THE EASTERLY RIGHT-OF-WAY LINE OF BLUE BLUFF ROAD;

THENCE, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF BLUE BLUFF ROAD, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. N23°42'04"E, A DISTANCE OF 1177.03 FEET TO A 1/2-INCH IRON ROD SET WITH "CEC BOUNDARY" CAP;
2. N16°51'03"E, A DISTANCE OF 159.12 FEET TO A 1/2-INCH IRON ROD SET WITH "CEC BOUNDARY" CAP;
3. N07°47'03"E, A DISTANCE OF 601.24 FEET TO A 1/2-INCH IRON ROD SET WITH "CEC BOUNDARY" CAP AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF THE TEXAS & NEW ORLEANS RAILROAD AND THE EASTERLY RIGHT-OF-WAY LINE OF BLUE BLUFF ROAD;

THENCE, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF THE TEXAS & NEW ORLEANS RAILROAD, S79°51'59"E, A DISTANCE OF 1460.99 FEET TO THE POINT OF BEGINNING, AND CONTAINING 83.919 ACRES OF LAND, MORE OR LESS.



### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** June 7, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on an Ordinance of the City of Manor, Texas accepting certain property released from the Extraterritorial Jurisdiction (“ETJ”) of the City of Austin into the City of Manor’s ETJ; and providing for related matters.

**BACKGROUND/SUMMARY:**

On October 3, 2022, the City approved Resolution No. 2022-16 to begin the process by the property owner of the Manor Springs development for the release of a 47.6-acre tract from the City of Austin’s ETJ. The City of Austin has released the tract and the owner is now petitioning the City to accept the tract into the City’s ETJ. The attached ordinance is provided for City Council consideration to accept the property into the City’s ETJ.

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

- Ordinance No. 706 Accepting ETJ
- Owner’s Petition
- City of Austin Ordinance Releasing ETJ

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve Ordinance No.706 of the City of Manor, Texas accepting certain property released from the Extraterritorial Jurisdiction (“ETJ”) of the City of Austin into the City of Manor’s ETJ; and providing for related matters.

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

**ORDINANCE NO. 706**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, ACCEPTING CERTAIN PROPERTY RELEASED FROM THE EXTRATERRITORIAL JURISDICTION (“ETJ”) OF THE CITY OF AUSTIN INTO THE CITY OF MANOR’S ETJ; AND PROVIDING FOR RELATED MATTERS**

**WHEREAS**, the City of Austin, Texas (“Austin”) released all of that certain real property within Austin’s extraterritorial jurisdiction (“ETJ”) that is an approximately 47.6 acre tract of land as further described and depicted on Exhibit A (the “Property”), attached hereto and incorporated herein for all purposes, into the City of Manor, Texas’s (“Manor”) ETJ, by Ordinance Number 20230420-047 passed and approved by the Austin City Council on April 20, 2023 and effective on May 1, 2023 (the “Ordinance”);

**WHEREAS**, the Manor City Council desires to accept into Manor’s ETJ all of the Property within Austin’s ETJ as of the effective date of the Ordinance that is adjacent and contiguous to the existing boundaries of Manor’s ETJ;

**WHEREAS**, Section 42.023 of the Texas Local Government Code allows municipalities to change the size of their extraterritorial jurisdiction if the governing body gives its consent by resolution or ordinance;

**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. Acceptance of Property into Manor’s ETJ.** All of that certain real property within Austin’s ETJ that is an approximately 47.6 acre tract of land as of the effective date of the Ordinance and that is adjacent and contiguous to the existing boundaries Manor’s ETJ (the “Property”) is hereby joined and incorporated into the ETJ of the City of Manor. The official map and boundaries of Manor’s ETJ, as heretofore adopted and amended, be and is hereby amended so as to add the Property from the ETJ of Austin to the ETJ of Manor.

**Section 3. 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, *Chapt. 551, Tex. Gov’t. Code.*

**PASSED AND APPROVED** by the City Council on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**THE CITY OF MANOR, TEXAS**

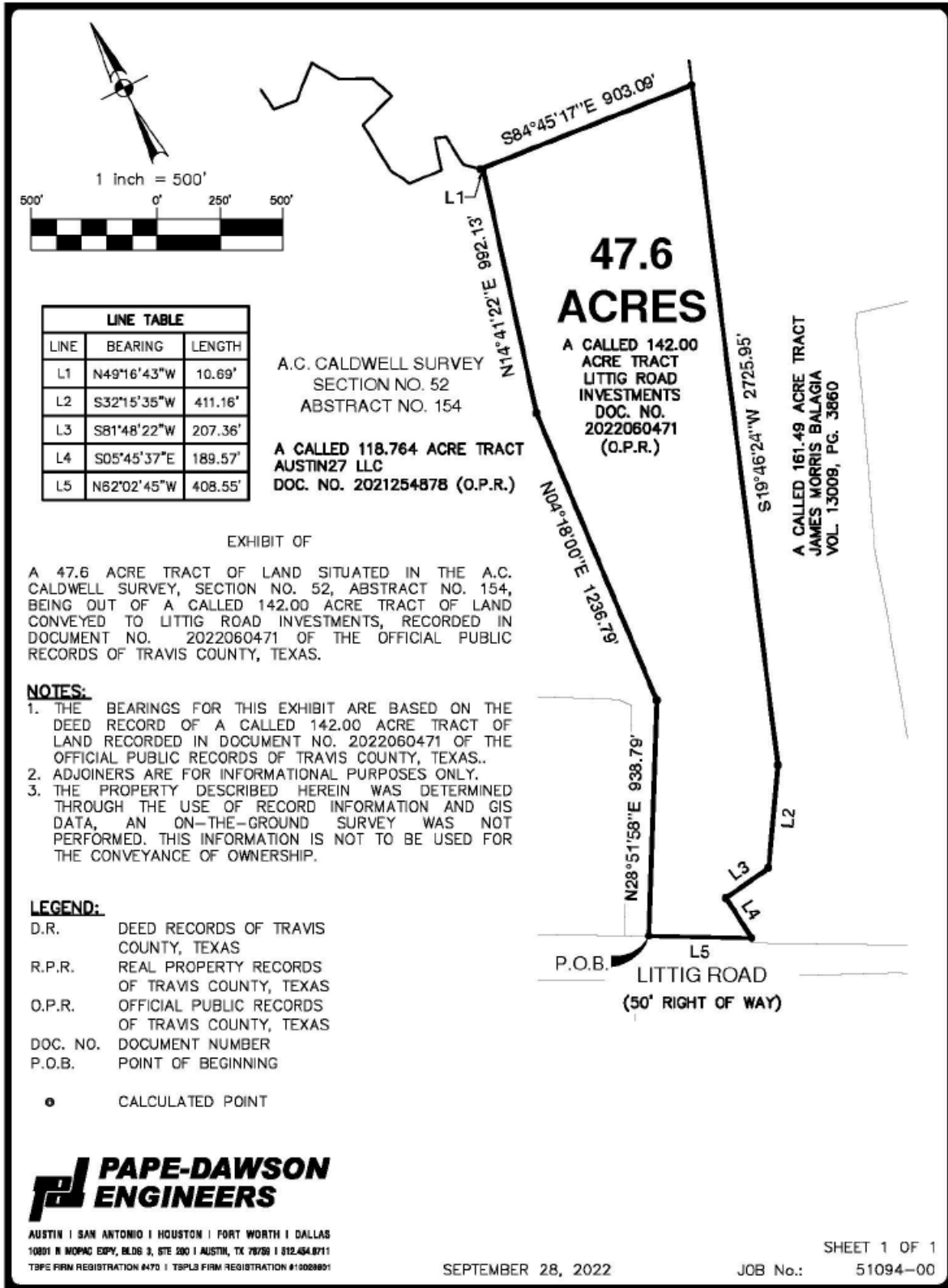
\_\_\_\_\_  
Dr. Christopher Harvey,  
Mayor

**ATTEST:**

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



**EXHIBIT A**  
**Property Description**



Date: Sep 28, 2022, 4:03pm User: jzuzumher File: H:\Survey\DWG\12842-01\Exhibits\EX12842-00\_47.6Ac\_FT05wp.dwg



FIELD NOTES  
FOR

A 47.6 ACRE TRACT OF LAND SITUATED IN THE A.C. CALDWELL SURVEY, SECTION NO. 52, ABSTRACT NO. 154, BEING OUT OF A CALLED 142.00 ACRE TRACT OF LAND CONVEYED TO LITTIG ROAD INVESTMENTS, RECORDED IN DOCUMENT NO. 2022060471 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. SAID 47.6 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE BEARINGS AS REFERENCED IN SAID 47.60 ACRE TRACT.

**BEGINNING** at a calculated point in the north right-of-way line of Littig Road, a 50-foot right-of-way, said point being the calculated southwest corner of said 142.00-acre tract, same being the southeast calculated corner of a called 118.764-acre tract conveyed to Austin27 LLC, recorded in Document No. 2021254878 of the Official Public Records of Travis County, Texas for the southwest corner and **POINT OF BEGINNING** hereof;

**THENCE** departing the north right-of-way line of said Littig Road, with the west boundary line of said 142.00-acre tract, same being the east boundary line of said 118.764-acre tract, the following four (4) courses and distances:

1. **N 28°51'58" E**, a distance of **938.79 feet** to a calculated angle point hereof,
2. **N 04°18'00" E**, a distance of **1236.79 feet** to a calculated angle point hereof,
3. **N 14°41'22" E**, a distance of **992.13 feet** to a calculated angle point hereof, and
4. **N 49°16'43" W**, a distance of **10.69 feet** to a calculated point for the northwest corner hereof,

**THENCE S 84°45'17" E**, departing the east boundary line of said 118.764-acre tract, through the interior of said 142.00-acre tract, a distance of **903.09 feet** to a calculated point on the west boundary line of a called 161.49-acre tract conveyed to James Morris Balagia, recorded in Volume 13009, Page 3860 of the Real Property Records of Travis County, Texas for the calculated northeast corner hereof,

**THENCE** with the east boundary line of said 142.00-acre tract, same being the west boundary line of said 161.49-acre tract, the following four (4) courses and distances:

1. **S 19°46'24" W**, a distance of **2725.95 feet** to a calculated angle point hereof,
2. **S 32°15'35" W**, a distance of **411.16 feet** to a calculated angle point hereof,
3. **S 81°48'22" W**, a distance of **207.36 feet** to a calculated angle point hereof, and
4. **S 05°45'37" E**, a distance of **189.57 feet** to a calculated point in the north right-of-way line of said Littig Road, said point being the calculated corner of said 142.00-acre tract, same being the calculated southwest corner of said 161.49-acre tract for the southeast corner hereof,

Transportation | Water Resources | Land Development | Surveying | Environmental

telephone: 512-454-8711 address: 10801 NORTH MOPAC EXPRESSWAY, BUILDING 3 - SUITE 200 AUSTIN, TX 78759 website: PAPE-DAWSON.COM  
Austin | San Antonio | Houston | Fort Worth | Dallas | New Braunfels Texas Engineering Firm #470 Texas Surveying Firm #10028801

47.6 Acres  
Job No. 12642-00  
Page 2 of 2

**THENCE N 62°02'45" W**, with the north right-of-way line of said Littig Road, same being the south boundary line of said 142.00-acre tract, a distance of **408.55 feet** to the **POINT OF BEGINNING** and containing 47.6 acres in Travis County, Texas. Said tract being described in accordance with an exhibit prepared under Job No. 12642-00 by Pape-Dawson Engineers, Inc. This field note description and accompanying exhibit were determined using record information, an on-the-ground survey was not performed. This information is not to be used for the conveyance of ownership.

PREPARED BY: Pape-Dawson Engineers, Inc.  
DATE: September 28, 2022  
JOB No.: 12642.00  
DOC.ID.: H:\Survey\CIVIL\12642-01\Exhibits\Word\  
FN12642-01\_47.6Ac\_ETJSwap.docx  
TBPE Firm Registration #470  
TBPLS Firm Registration #100288-01

STATE OF TEXAS                   §  
  §  
COUNTY OF TRAVIS               §

**PETITION & REQUEST FOR THE ACCEPTANCE OF LAND INTO THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF MANOR**

**Whereas**, the undersigned is the owner(s) of that certain lot, tract or parcel of land in Travis County, Texas, as particularly described hereinafter in Section Two (the "Property");

**Whereas**, the Property to be included is not within the extraterritorial jurisdiction ("ETJ") of any other City;

**Whereas**, pursuant to §42.022(b)&(c), *Tex. Loc. Gov't. Code*, the undersigned seek to have the Property included within the ETJ of the City of Manor, Texas ("Manor"); and

**Whereas**, the undersigned petition and request that the Property be included within the ETJ of Manor;

**NOW THEREFORE**, the undersigned by this Petition and Request:

**Section One.** Requests the City Council of Manor to adopt such ordinance or resolution, or to take such other action as is necessary in its judgment, to accept and incorporate the Property into and as part of the ETJ of Manor, effective as of the earliest date deemed legally permissible, i.e. the date this petition is filed with Manor, the date this petition is filed with a public official on behalf of Manor, or the date this petition and request is accepted and granted by the City Council of Manor, whichever date is earliest.

**Section Two.** Requests the City Council of Manor to adopt an ordinance or resolution, or to take such other action as is necessary in its judgment, to incorporate and include the following described property (the "Property") within the ETJ of Manor, to-wit:

All that certain lot, tract or parcel of land, including the abutting roads, streets and rights-of-way within Travis County, Texas, described or shown in Exhibit "A" attached hereto and incorporated herein for all purposes.

**Section Three.** Acknowledges that the undersigned understands and agrees that after Manor accepts the Property as part of Manor's ETJ, the Property will be subject to the rules, regulations and ordinances of Manor that are applicable in its ETJ; and that all future city services to the Property, if any, will be provided by Manor on the same terms and conditions as provided to other similarly situated areas within Manor's ETJ and, if subsequently annexed by Manor, as provided in a Service Agreement entered into at the time of such annexation.

**Section Four.** Agrees that copies of this Petition and Request may be filed of record in the Real Property Records of Travis County, Texas, in the office of the County Judge of

Travis County, Texas, and the offices of the City of Manor; that any true and correct copy of this Petition and Request shall be effective as an original; and that the original or any legible copy of this Petition and Request shall be notice to and binding upon all persons or entities now or hereafter having any interest in the Property.

Executed and Effective on this 31 day of May, 2023.

**Littig Road Investments, LLC**, a Texas limited liability company

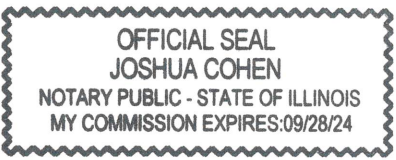
By: [Signature]  
Name: Limbadri Swamy Devuni  
Title: Manager  
Number of Acres: 47.6

ILLINOIS  
THE STATE OF ~~TEXAS~~ §  
COUNTY OF Lake §

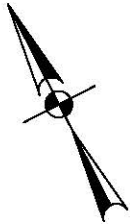
THIS INSTRUMENT is acknowledged before me on this 31 day of May, 2023, by Limbadri Swamy Devuni, as Manager of Littig Road Investments, LLC, a Texas limited liability company, on behalf of said limited liability company.

[SEAL]

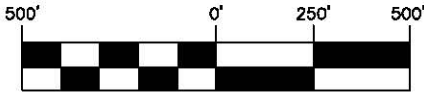
[Signature]  
Notary Public, State of Texas



**Exhibit A**



1 inch = 500'



LINE TABLE		
LINE	BEARING	LENGTH
L1	N49°16'43"W	10.69'
L2	S32°15'35"W	411.16'
L3	S81°48'22"W	207.36'
L4	S05°45'37"E	189.57'
L5	N62°02'45"W	408.55'

A.C. CALDWELL SURVEY  
SECTION NO. 52  
ABSTRACT NO. 154

A CALLED 118.764 ACRE TRACT  
AUSTIN27 LLC  
DOC. NO. 2021254878 (O.P.R.)

**47.6  
ACRES**

A CALLED 142.00  
ACRE TRACT  
LITTIG ROAD  
INVESTMENTS  
DOC. NO.  
2022060471  
(O.P.R.)

A CALLED 161.49 ACRE TRACT  
JAMES MORRIS BALAGIA  
VOL. 13009, PG. 3860

EXHIBIT OF

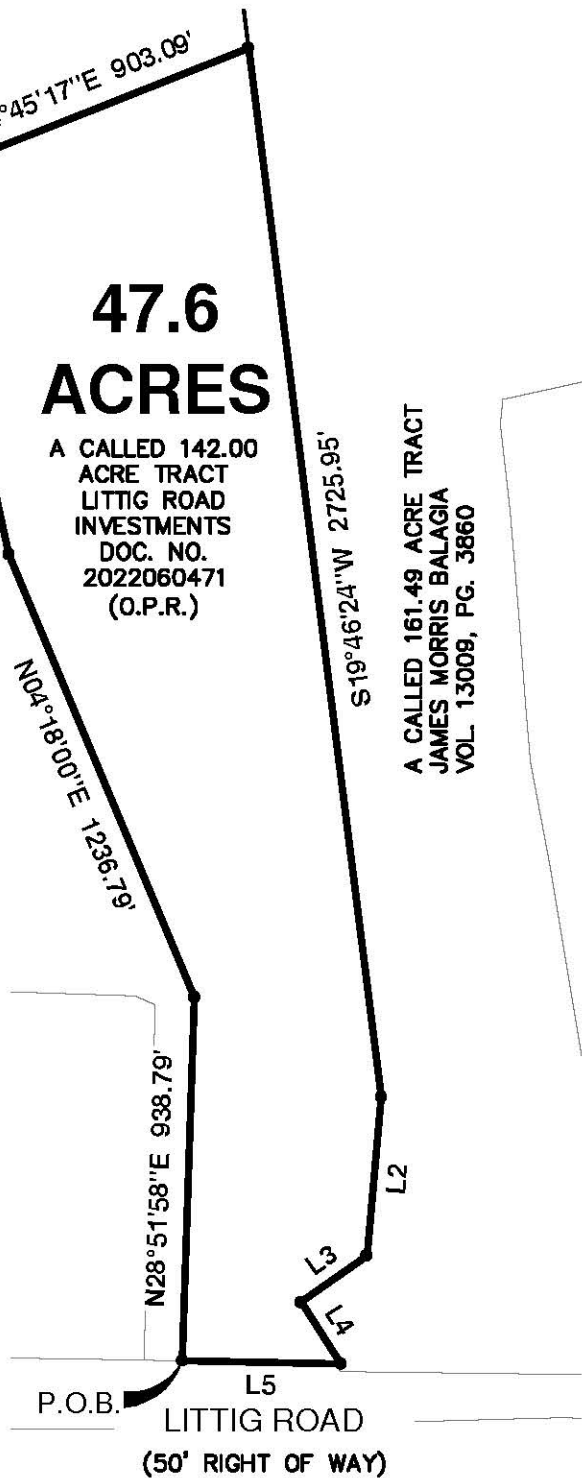
A 47.6 ACRE TRACT OF LAND SITUATED IN THE A.C. CALDWELL SURVEY, SECTION NO. 52, ABSTRACT NO. 154, BEING OUT OF A CALLED 142.00 ACRE TRACT OF LAND CONVEYED TO LITTIG ROAD INVESTMENTS, RECORDED IN DOCUMENT NO. 2022060471 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

**NOTES:**

1. THE BEARINGS FOR THIS EXHIBIT ARE BASED ON THE DEED RECORD OF A CALLED 142.00 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2022060471 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS..
2. ADJOINERS ARE FOR INFORMATIONAL PURPOSES ONLY.
3. THE PROPERTY DESCRIBED HEREIN WAS DETERMINED THROUGH THE USE OF RECORD INFORMATION AND GIS DATA, AN ON-THE-GROUND SURVEY WAS NOT PERFORMED. THIS INFORMATION IS NOT TO BE USED FOR THE CONVEYANCE OF OWNERSHIP.

**LEGEND:**

- D.R. DEED RECORDS OF TRAVIS COUNTY, TEXAS
- R.P.R. REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS
- O.P.R. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- DOC. NO. DOCUMENT NUMBER
- P.O.B. POINT OF BEGINNING
- ⊙ CALCULATED POINT



AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS  
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711  
TBPB FIRM REGISTRATION #470 | TBPFS FIRM REGISTRATION #10028801



FIELD NOTES  
FOR

A 47.6 ACRE TRACT OF LAND SITUATED IN THE A.C. CALDWELL SURVEY, SECTION NO. 52, ABSTRACT NO. 154, BEING OUT OF A CALLED 142.00 ACRE TRACT OF LAND CONVEYED TO LITTIG ROAD INVESTMENTS, RECORDED IN DOCUMENT NO. 2022060471 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. SAID 47.6 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE BEARINGS AS REFERENCED IN SAID 47.60 ACRE TRACT.

**BEGINNING** at a calculated point in the north right-of-way line of Littig Road, a 50-foot right-of-way, said point being the calculated southwest corner of said 142.00-acre tract, same being the southeast calculated corner of a called 118.764-acre tract conveyed to Austin27 LLC, recorded in Document No. 2021254878 of the Official Public Records of Travis County, Texas for the southwest corner and **POINT OF BEGINNING** hereof;

**THENCE** departing the north right-of-way line of said Littig Road, with the west boundary line of said 142.00-acre tract, same being the east boundary line of said 118.764-acre tract, the following four (4) courses and distances:

1. **N 28°51'58" E**, a distance of **938.79 feet** to a calculated angle point hereof,
2. **N 04°18'00" E**, a distance of **1236.79 feet** to a calculated angle point hereof,
3. **N 14°41'22" E**, a distance of **992.13 feet** to a calculated angle point hereof, and
4. **N 49°16'43" W**, a distance of **10.69 feet** to a calculated point for the northwest corner hereof,

**THENCE S 84°45'17" E**, departing the east boundary line of said 118.764-acre tract, through the interior of said 142.00-acre tract, a distance of **903.09 feet** to a calculated point on the west boundary line of a called 161.49-acre tract conveyed co James Morris Balagia, recorded in Volume 13009, Page 3860 of the Real Property Records of Travis County, Texas for the calculated northeast corner hereof,

**THENCE** with the east boundary line of said 142.00-acre tract, same being the west boundary line of said 161.49-acre tract, the following four (4) courses and distances:

1. **S 19°46'24" W**, a distance of **2725.95 feet** to a calculated angle point hereof,
2. **S 32°15'35" W**, a distance of **411.16 feet** to a calculated angle point hereof,
3. **S 81°48'22" W**, a distance of **207.36 feet** to a calculated angle point hereof, and
4. **S 05°45'37" E**, a distance of **189.57 feet** to a calculated point in the north right-of-way line of said Littig Road, said point being the calculated corner of said 142.00-acre tract, same being the calculated southwest corner of said 161.49-acre tract for the southeast corner hereof,

**THENCE N 62°02'45" W**, with the north right-of-way line of said Littig Road, same being the south boundary line of said 142.00-acre tract, a distance of **408.55 feet** to the **POINT OF BEGINNING** and containing 47.6 acres in Travis County, Texas. Said tract being described in accordance with an exhibit prepared under Job No. 12642-00 by Pape-Dawson Engineers, Inc. This field note description and accompanying exhibit were determined using record information, an on-the-ground survey was not performed. This information is not to be used for the conveyance of ownership.

PREPARED BY: Pape-Dawson Engineers, Inc.  
DATE: September 28, 2022  
JOB No.: 12642.00  
DOC.ID.: H:\Survey\CIVIL\12642-01\Exhibits\Word\  
FN12642-01\_47.6Ac\_ETJSwap.docx  
TBPE Firm Registration #470  
TBPLS Firm Registration #100288-01

**ORDINANCE NO. 20230420-047****AN ORDINANCE ADJUSTING THE CITY OF AUSTIN'S BOUNDARY LIMITS BY RELEASING APPROXIMATELY 48 ACRES FROM THE CITY'S EXTRATERRITORIAL JURISDICTION NEAR 15416 LITTIG ROAD ADJACENT TO EXTRATERRITORIAL JURISDICTION OF THE CITY OF MANOR****BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:****PART 1. FINDINGS.**

- (1) Texas Local Government Code Section 42.023 authorizes a city to reduce its extraterritorial jurisdiction by giving written consent by ordinance or resolution. The Austin City Charter, Article I, Section 6, provides that the City of Austin (City) may reduce its boundary by ordinance.
- (2) On October 3, 2022, the City of Manor passed Resolution 2022-16 requesting the City release approximately 48 acres of land from the City's extraterritorial jurisdiction located near 15416 Littig Road adjacent to the extraterritorial jurisdiction of the City of Manor (the area), attached as Exhibit "A".
- (3) Staff conducted a review of the extraterritorial jurisdiction release request and recommended approval of the request to release the area from the City's extraterritorial jurisdiction subject to specific environmental recommendations.
- (4) On March 1, 2023, the Environmental Commission recommended release of the area from the City's extraterritorial jurisdiction, adopting staff recommendation and an additional recommendation.
- (5) On March 14, 2023, the Planning Commission recommended release of the area from the City's extraterritorial jurisdiction, adopting staff recommendation.
- (6) In a letter dated March 21, 2023, to City Council and the Mayor, attached as Exhibit "B", the City Manager for the City of Manor has agreed to implement the environmental recommendations identified by City staff as future development requirements for the area.

**PART 2.** Approximately 48 acres of land located near 15416 Littig Road adjacent to extraterritorial jurisdiction of the City of Manor, attached as Exhibit "A" and incorporated as part of this ordinance, is hereby released from the City of Austin's extraterritorial jurisdiction.

**PART 3.** This ordinance takes effect on May 1, 2023.

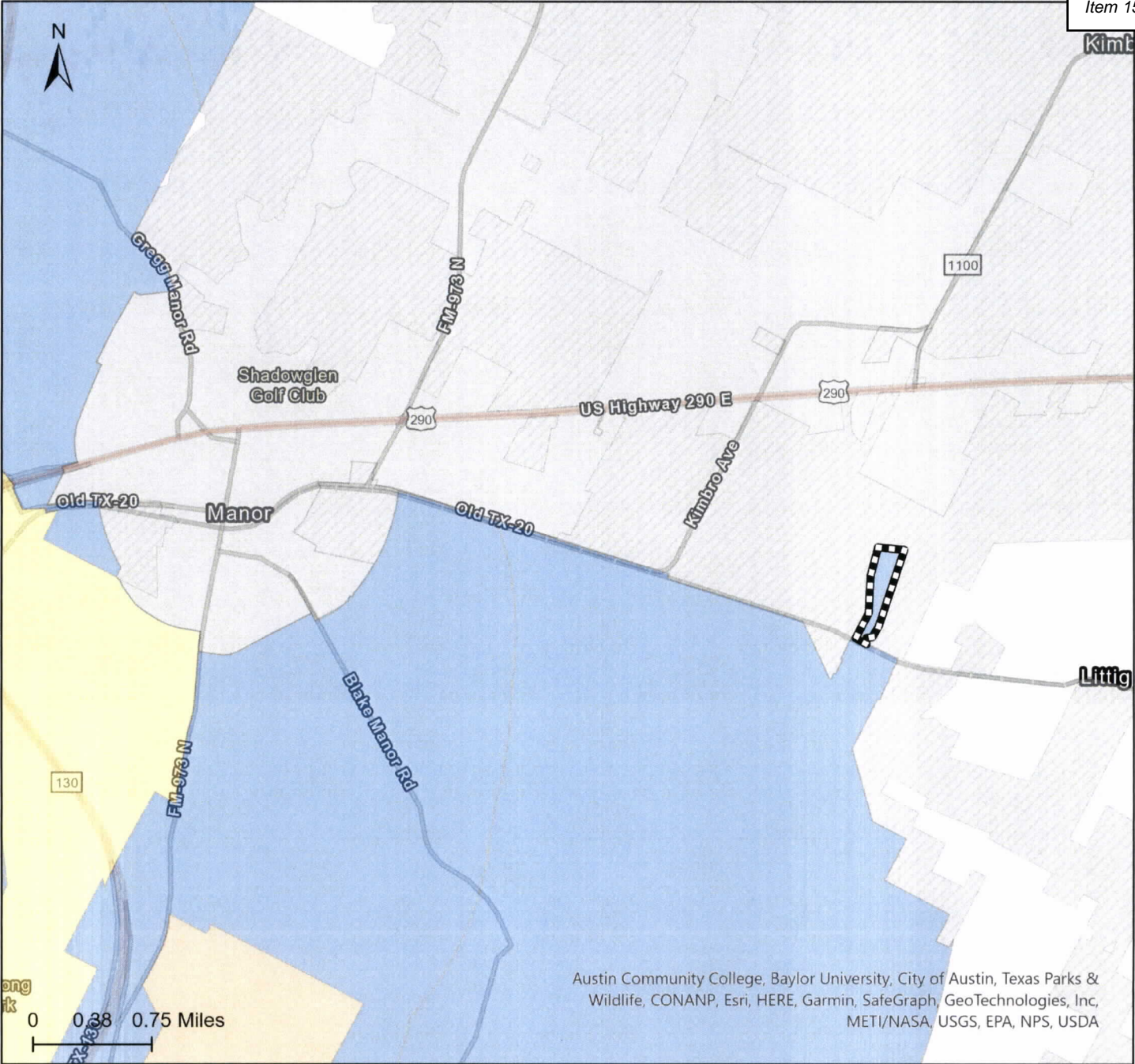
**PASSED AND APPROVED**

\_\_\_\_\_  
April 20 \_\_\_\_\_, 2023

§  
§  
§  
\_\_\_\_\_  
Kirk Watson  
Mayor







**APPROVED:** \_\_\_\_\_  
Anne L. Morgan  
City Attorney

**ATTEST:** \_\_\_\_\_  
Myrna Rios  
City Clerk

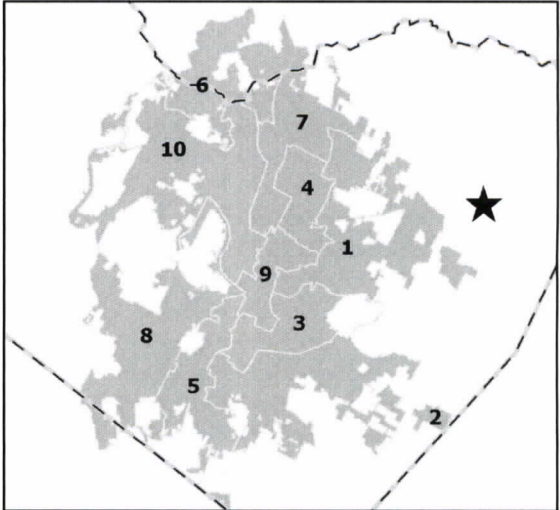


Austin Community College, Baylor University, City of Austin, Texas Parks & Wildlife, CONANP, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA

### Austin/Manor ETJ Release Area CETJ-2022-0002

-  Proposed Release Area
-  MANOR ETJ
-  MANOR FULL PURPOSE
-  AUSTIN FULL PURPOSE
-  AUSTIN LTD
-  AUSTIN ETJ

This product has been produced by the Housing and Planning Department for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness. This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



Area in relation to Council Districts



## MEMORANDUM

March 21, 2023

Via Email: [andrei.lubomudrov@austintexas.gov](mailto:andrei.lubomudrov@austintexas.gov)  
Andrei Lubomudrov  
Senior Planner  
City of Austin – Housing and Planning Department

**RE: Proposed 48 Acre City of Austin ETJ Release to the City of Manor**

Dear Mayor Kirk Watson and City Council Members,

This memorandum is provided in support of your consideration to release approximately 48 acres of ETJ to the City of Manor which will be annexed into the City of Manor's ETJ and ultimately the city limits as part of the proposed Manor Springs mixed-use development. As part of the release, City of Austin staff have recommended certain environmental conditions be upheld in the released area and the City of Manor is committed to include these provisions within the Manor Springs Planned Unit Development (PUD), Development Agreement, and any other relevant documents to honor and fulfill that request. The four (4) recommended conditions are:

1. Maintain City of Austin Suburban Watershed impervious cover restrictions
2. Provide green stormwater water quality controls to treat 100% of the water quality volume
3. Establish 300 ft creek setback for Cottonwood Creek
4. Protect existing Critical Environmental Features with 150 ft setback

Thank you for your consideration of this item and please feel free to contact me with any questions.

A handwritten signature in blue ink that reads "Scott Moore".

Scott Moore,  
City Manager



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** June 7, 2023  
**PREPARED BY:** Lydia Collins, Director  
**DEPARTMENT:** Finance

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on an ordinance approving the proposed amended budget for Fiscal Year 2022-2023.

**BACKGROUND/SUMMARY:**

Budget Committee met on March 9, 2023, to discuss and review the proposed amended budget for Fiscal Year 2022-2023

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

- Ordinance No. 706

**STAFF RECOMMENDATION:**

It is the City staff’s recommendation that the City Council approve Ordinance No. 706 the Proposed Amended Budget for Fiscal Year 2022-2023

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

**ORDINANCE NO. 707**

**FY 2022-2023 AMENDED ANNUAL BUDGET ORDINANCE**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, ADOPTING AN AMENDED ANNUAL BUDGET FOR THE ENSUING FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; APPROPRIATING THE VARIOUS AMOUNTS THEREOF, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Manager of the City of Manor, Texas (the "City") has submitted to the City Council a proposed amended annual budget of the revenues of said City and the expenditures necessary for conducting the affairs thereof, and providing a complete financial plan for FY 2022-2023, and which said proposed amended annual budget has been compiled from detailed information obtained from the several departments, divisions, and offices of the City; and

**WHEREAS**, the City Council has received said City Manager's proposed amended annual budget, a copy of which, along with all supporting schedules, have been filed with the City.

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

**Section 1.** The proposed amended annual budget of the revenue of the City and the expenses of conducting the affairs thereof provides a complete financial plan for the ensuing fiscal year beginning October 1, 2022, and ending September 30, 2023, as submitted to the City Council by the City Manager of said City, and which budget is attached hereto as Exhibit "A", be and the same is in all things adopted and approved as the amended annual budget of all current expenditures/expenses as well as fixed charges against said City for the fiscal year beginning October 1, 2022, and ending September 30, 2023.

**Section 2.** The sums shown on Exhibit "A" are hereby appropriated from the respective funds for the payment of expenditures on behalf of the City government as established in the approved amended annual budget document for the fiscal year ending September 30, 2023.

**Section 3.** Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

**Section 4.** This Ordinance shall be and remain in full force and effect from and after its final passage and publication as herein provided.

**PASSED, ADOPTED, AND APPROVED** on this 7th day of June 2023.

**ATTEST:**

**THE CITY OF MANOR, TEXAS**

\_\_\_\_\_  
Lluvia Almaraz, City Secretary

\_\_\_\_\_  
Christopher J. Harvey, Mayor



**EXHIBIT A**  
**Amended Budget FY22-23**





### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** June 7, 2023  
**PREPARED BY:** Lydia Collins, Director  
**DEPARTMENT:** Finance

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a contract awarding a copier lease bid for copiers at City Hall, Manor Police Department, and Public Works.

**BACKGROUND/SUMMARY:**

The contract will include 1 copier at City Hall, 1 copier at Manor Police Department, and 1 copier at Public Works. The TLC contract for copiers at City Hall and Police is due to terminate in November 2023 and the Toshiba contract for the copiers at Court and Public Works expired in October 2022. The copier at Public Works has had several repairs and parts for repairs are no longer available. The 3 quotes provided are from vendors that are part of a cooperative we are members of for government purchasing.

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

- Toshiba Quote
- Visual Edge Sharp Quote
- Canon Copier Quote

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve and authorize the City Manager to execute a contract with Visual Edge IT.

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

## Quote: City of Manor -Public works updated March 9,2023

Replacing Serial/Model SC7JE36146 Toshiba e-STUDIO3055C

**Toshiba Business Solutions State of Texas Dir Contract DIR-CPO-4426**

**Original quote 11/17/2022**

**Toshiba Contact:** Maryellen Absher 512-237-0259 [maryellen.absher@tbs.toshiba.com](mailto:maryellen.absher@tbs.toshiba.com)

**Option 1** is quote presented to Nov 17, 2022. Note: I would now recommend other features and more copies for allowance based on department conversations with more usage. The original quote had smaller allowances.

**Proposed model:**

COLOR

1- Toshiba e-STUDIO 3025AC – 30 Page per minute **COLOR**

Included Features: MR3033 100-sheet RADF, stand and fax

**60 Month Lease- \$130.84 per month**

**Service black and white 2500 copies @ .01069, overages .0104 \$26.72**

**4000 color @.05150, overage .05150= \$206**

**Total monthly service payment \$232.73**

**Total payment lease + service 60 months \$363.57**

**Option 2**- recommendation based on needs – Melissa Sanchez same speed with added accessories.

**Proposed model:**

COLOR

1- Toshiba e-STUDIO 3025AC – 30 Page per minute **COLOR**

Included Features: MR4020 300-sheet DSDf, 3 drawers (2 regular 550 sheet drawers and 1 KD1073LT large 2000 sheet drawer, console finisher MJ1113 with a stapling and Holepunch. MJ6107 and fax GD1370n

Same speed additional features of

1. DSDf – Dual scan (1 pass) documents feeder scanner for scanning needs
2. Stapling and holepunch for large packets for meetings
3. Console Finisher to hold large number of packets.
4. Large paper drawer at bottom that holds 2000 sheets giving a total of 3. The other 2 can hold legal or ledger 550 sheets each.

**60 Month Lease- \$176.95 per month**

**Service black and white 2500copies @ .01069, overages .0104 \$26.72**

**4000 color @.05150, overage .05150= \$206.00**

**Total monthly service payment \$232.73**

**Total payment lease + service 60 months \$409.68**

**Option 3**- recommendation based on feature needs – Melissa Sanchez and added speed.

**Proposed model:**

COLOR

1-Toshiba e-STUDIO 6525AC – 65 Page per minute **COLOR**

Included Features: MR4020 300-sheet DSDf, 3 drawers (2 regular 550 sheet drawers and 1 KD1073LT large 2000 sheet drawer, console finisher MJ1113 with a stapling and Holepunch. MJ6107 and fax GD1370n

Double the speed with additional features of

5. DSDf – Dual scan (1 pass) documents feeder scanner for scanning needs
6. Stapling and holepunch for large packets for meetings
7. Console Finisher to hold large number of packets.
8. Large paper drawer at bottom that holds 2000 sheets giving a total of 3. The other 2 can hold legal or ledger 550 sheets each.

**60 Month Lease- \$263.28 per month**

**Service black and white 2500copies @ .00599, overages .00580 \$14.98**

**4000 color @.03410, overage .03410= \$136.40**

**Total monthly service payment \$151.38**

**Total payment lease + service 60 months \$414.66**

Note: current monthly total is \$139.85 with overages of \$1099.42 for the last year. With overages averaged in monthly payment \$124.12 = to about \$263.97. More copies were added to the monthly allowance on quote to avoid overage.

*Equipment is to be leased in accordance with the terms and conditions of the State of Texas Department of Information Resources Contract No. DIR-CPO-4426 Appendix D Master Lease Agreement. It is acknowledged and agreed that this purchase order constitutes a schedule as defined in the Master Lease Agreement.*

**TECHNOLOGY AGREEMENT**



AGREEMENT NO.: **1843168**

**CUSTOMER ("YOU" OR "YOUR")**

FULL LEGAL NAME: **Manor, City of** FEDERAL TAX ID #:

ADDRESS: **105 E Eggleston St Manor TX, 78653-3463**

**EQUIPMENT AND PAYMENT TERMS**  SEE ATTACHED SCHEDULE

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES	NOT FINANCED UNDER THIS AGREEMENT	BEGINNING METER READING		MONTHLY IMAGE ALLOWANCE		EXCESS PER IMAGE CHARGE (PLUS TAX)	
		B&W	COLOR	B&W	COLOR	B&W	COLOR
<b>3 Sharp Bp- 70C45</b>	<input type="checkbox"/>						
	<input type="checkbox"/>						
TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE AND EXCESS PER IMAGE CHARGES (IF CONSOLIDATED)							

EQUIPMENT LOCATION: **As Stated Above** METER FREQUENCY:

TERM IN MONTHS: **63** BASE PAYMENT AMOUNT\*: **\$891.60** (\*PLUS TAX)

SECURITY DEPOSIT:

**ANALYST SUPPORT SERVICES OPTION** (By selecting "YES" you agree that an Annual Analyst Support Services Payment of \$299 will be added to the Agreement's invoice once per year)

Do you wish to enroll in the Analyst Support Services Program?  Yes

**CONTRACT**

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

**CUSTOMER'S AUTHORIZED SIGNATURE**

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above) X  
 CUSTOMER SIGNATURE PRINT NAME & TITLE DATE

**OWNER ("WE", "US", "OUR")**

**Visual Edge IT**  
 OWNER SIGNATURE PRINT NAME & TITLE DATE

**ADDITIONAL TERMS AND CONDITIONS**

- AGREEMENT.** You want us to now provide you the equipment and/or software referenced herein, together with all replacements, parts, repairs, additions and accessions incorporated therein or attached thereto, excluding equipment marked as not financed under this Agreement ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. If we designate a later commencement date, you agree to pay us an additional amount equal to the periodic payments due under this Agreement prorated for the period between the date the Equipment is delivered to you and the commencement date. We may charge you a one-time origination fee of \$150.00. If any amount payable to us is not paid within 5 days of its due date, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less. Any security deposit will be returned upon full performance. We may charge you a fee of up to \$50.00 for filing, searching and/or titling costs required under the Uniform Commercial Code (UCC) or other laws. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. You understand and agree that a portion of the Base Payment Amount is attributable to your rental of the Equipment ("Equipment Payment") and the remainder of the Base Payment Amount is attributable to the amount you owe us for services and supplies (the "Service Payment").
- NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.**
- IMAGE CHARGES AND OVERRAGES.** You are entitled to make the total number of images shown under Image Allowance (or Total Consolidated Image Allowance, if applicable) each period during the term of this Agreement. If you make more than the allowed images in any period, you will pay us an additional amount equal to the number of the excess images made during such period multiplied by the applicable Excess Per Image Charge. Regardless of the number of images made in any period, you will never pay less than the Base Payment Amount. You agree to provide us with the actual meter readings on any business day as designated by us, provided that we may estimate the number of images used if such meter readings are not received within five days after being requested. You agree that the Base Payment Amount and the Excess Per Image Charges may be proportionately increased at any time if our estimated average page coverage is exceeded. After the end of the first year of this Agreement and not more than once each successive twelve-month period thereafter, the Base Payment Amount and the Excess Per Image Charges (and, at our election, the Base Payment Amount and Excess Per Image Charges under any subsequent agreements between you and us that incorporate the terms hereof) may be increased by a maximum of 15% of the then existing payment or charge. Images made on equipment marked as not financed under this Agreement will be included in determining your image and overage charges.
- EQUIPMENT USE.** You will keep the Equipment in good working order, free and clear of all liens and claims, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment. We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair.
- SOFTWARE/DATA.** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.
- POSTAGE DEVICES.** Postage measurement devices referenced herein which are subject to a rental agreement between you and an authorized manufacturer ("Postage Manufacturer"), are not part of the Equipment and your use and the ownership of such devices will be governed exclusively by your rental agreement with the Postage Manufacturer. You will need to reference your rental agreement with the Postage Manufacturer for the term of, and your rights and obligations under, the rental agreement. For your convenience, payments under this Agreement may include the rental amounts you owe the Postage Manufacturer under the rental agreement.

**7. LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.**

Item 17.

**8. ASSIGNMENT.** You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. **You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations (including, but not limited to, any obligations to provide maintenance, service or supplies) and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.**

**9. LOSS OR DAMAGE.** You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Any insurance proceeds received relating to insurance you obtain will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.

**10. INSURANCE.** You agree to maintain commercial general liability insurance acceptable to us and to include us as an additional insured on the policy. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as lender's loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to do so as provided in either (A) or (B) as follows, as determined in our discretion: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received relating to insurance we obtain pursuant to this subsection (A) will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk administrative costs or other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS SECTION WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment.

**11. TAXES.** We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement, including estimated final-year personal property tax. If we pay any taxes or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. Sales or use tax due upfront will be payable over the term with a finance charge. If this Agreement is deemed to be a secured transaction, you hereby grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, to be released at the end of the term provided you have performed all of your obligations under this Agreement.

**12. END OF TERM.** At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew for an additional twelve-month period under the same terms unless a) we receive written notice from you, at least 60 but no more than 120 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

**13. DEFAULT/REMEDIES.** You will be in default if: (a) you do not pay any payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other entity, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can terminate this Agreement and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 2% per annum; and we may disble or repossess the Equipment, require you to stop using any software and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees and repossession costs) we incur in any dispute with you related to this Agreement. You agree to pay us 1.5% interest per month on all past due amounts. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

**14. UCC.** If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

**15. LIMITATION ON CHARGES.** This section controls over every other part of this Agreement and over all documents now or later pertaining to the Agreement. We both intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that could, but for this section, be read under any circumstance to allow for a charge higher than that allowable under applicable legal limit, is limited and modified by this section to limit the amounts chargeable under the Agreement to the maximum amount allowed under the legal limit. If in any circumstance, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under the Agreement, or refunded to you.

**16. MISCELLANEOUS.** This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Any fees and amounts payable under this Agreement, including any estimated tax payments, may include a profit to us. The parties agree that this Agreement and any related documents hereto may be authenticated by electronic means. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: when you open an account or add any additional service, we will ask for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents.

**THE TERMS AND CONDITIONS BELOW APPLY TO THE SERVICES, SUPPLIES AND SERVICE PAYMENT ONLY.**

- A. **BUSINESS HOURS; ACCESS.** Necessary service calls performed during normal business hours are included. "Normal business hours" shall mean 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays. You agree to provide us full and free access to the Equipment to provide the services. You shall provide free of charge or validated parking for service vehicles.
- B. **KEY OPERATOR.** You must provide us with a "Key Operator" who will perform basic assignments and responsibilities as instructed by us. This agreement provides training of persons designated as Key Operators.
- C. **CONSUMABLE SUPPLIES.** When the Equipment requires consumable supplies to operate, the following conditions apply: (a) it will be the manufacturer's average yields which are used to compute the amount of supplies provided to you with this agreement; (b) when the consumption of supplies exceeds the manufacturer's average yields, then we will, at our discretion, charge you for the consumable supplies required to complete the remaining copies/prints on this agreement; and (c) you agree to pay us any shipping charges on consumable supplies shipped to your location. The shipping charges will appear on your regular billing statement. Consumable supplies included are toner related items, developer and drums, staples (if applicable) and imaging consumables. Paper is not included. Subject to (b) above, consumable supplies remain our property and must be returned at the conclusion of the Agreement, and you agree to pay for any unused consumable items not returned to us at our then rates and terms.
- D. **INCLUDED PARTS AND LABOR.** You agree to provide a suitable environment for the Equipment as specified by us, including adequate space and accessibility, electrical power, temperature control. We will furnish all the parts and labor (as specified or excluded herein) to keep the Equipment in good working order. If selected, we will provide you access to the Smart Center and Dark Web monitoring service. We will also conduct a cybersecurity review and evaluation and, upon completion, provide a Cybersecurity Executive Summary and scorecard. Maintenance will include lubrication, adjustments and preventative maintenance based upon the specific needs of the individual machine and the replacement of included parts and supplies, all deemed necessary by us. Parts required for repair may be recycled and reconditioned, and replaced parts become the property of us at our option.
- E. **EXCLUSIONS.** Separate charges for repairs or replacement of parts due to the following shall be paid for by you at our current rates for service and parts at the time such service is performed: (a) repairs resulting from causes other than normal use; abuse or misuse by the operators (including without limitation damage to photo conductors) accident; theft; neglect; acts of third parties; fire; water; casualty or other natural force; (b) repairs made necessary by service performed by personnel other than us; (c) repair of damage or increase in service time caused by the use of any supply item which causes machine damage or excessive service or does not meet the manufacturer's minimum physical property guidelines or specifications; (d) repair of damage or increase in service time caused by the use of the Equipment for purposes other than for which designed, or beyond manufacturer's recommended usage, specifications, or applications; (e) service connected with relocation of Equipment; (f) adding or removing accessories; (g) service of accessories, attachments or devices not included as Equipment herein; (h) service calls resulting directly from operator error or neglect; (i) the discontinuation of parts support by the manufacturer or our inability to provide service due to any event beyond our control; (j) installing, removing, re-installing or maintenance of electrical, computer, cabling, software, and/or related equipment, accessories, attachments, option or other devices external to the Equipment. Refinishing the Equipment, inspecting altered Equipment or performing services connected with relocation of Equipment. Re-installation or addition of drivers. Troubleshooting, maintenance, or repair of your network issues.
- F. **ANALYST SUPPORT SERVICES.** If selected (for an additional yearly charge), includes phone, remote, and onsite troubleshooting, diagnosis, and repair of issues relating to printing, scanning and faxing. Covers reloading and adding of drivers scan destinations, and address book entries. Our technicians must have access to your representative that has the computer and network administrator passwords. You are responsible for creation and maintenance of network infrastructure to support desired network MFP functions. Full reconnect print and scan after moving a machine is not covered. If not selected, such services will be performed at our then-current rates for each applicable service.

1311

# Maintenance Agreement



**VISUAL  
EDGE IT**  
SECURE TECHNOLOGY SOLUTIONS

## Equipment

**CUSTOMER** (hereinafter referred to as "You" or "Your") DATE: **6/1/2023**

FULL LEGAL NAME  
**City of Manor**

INSTALL ADDRESS City, State and Zip County  
**105 East Eggleston** **MANOR** **TX** **78653** **0**

METER COLLECTION SOFTWARE CONTACT EMAIL ADDRESS PHONE NUMBER

BILL TO ADDRESS (If different from above) City, State and Zip County  
**105 East Eggleston** **MANOR** **TX** **78653** **0**

### Agreement Summary:

**See Appendix B** **NO** **Sales Rep:**

Device Make/Model#	Monthly Service Base Amount	Install Location *if different from above	Monthly Image Allowance		Contract Usage Per Image Charge	
			B&W	COLOR	B&W	COLOR
Sharp SHBP70C45	\$730.45				\$0.0077	\$0.0456
Sharp SHBP70C45					\$0.0077	\$0.0456
Sharp SHBP70C45					\$0.0077	\$0.0456
Total Consolidated Monthly Image Allowance Base			18500	12500		

### Agreement Options

Included: All Travel, Parts and Labor (including drums, PM kits, toner and developer), Access to the Smart Center.

Base Billing Frequency	<b>Monthly</b>
B/W Usage Billing Frequency	<b>Quarterly</b>
Color Usage Billing Frequency	<b>Quarterly</b>
Contract Term	<b>Lease</b>
Monitoring Software	<b>Yes/\$0</b>
Electronic Invoicing	<b>Yes</b>

**Not Included:** Paper, Staples, Exterior Plastic, and Glass  
 \*\*Installation of meter collection software is required for all print devices as specified in the full terms and conditions. Failure to provide access to monitoring software, will result in a \$20 monthly admin fee per device for manual meter collection. **DCA option declined**-please understand that all service, supplies and meter reads will be a manual process requiring input from you the customer.  
 \*\*Base Charges are billed in Advance and Overage are billed in Arrears.  
 \*\*Billing payment period is monthly unless otherwise indicated.

### Special Provisions:

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THIS PAGE, THE REVERSE SIDE, ATTACHED EQUIPMENT LIST, ANY APPLICABLE ADDENDUMS, ALL OF WHICH PERTAIN TO THIS AGREEMENT AND WHICH YOU ACKNOWLEDGE HAVING READ. THIS AGREEMENT IS NOT BINDING UNTIL ACCEPTED BY US. YOU CERTIFY ALL ACTIONS REQUIRED TO AUTHORIZE EXECUTION OF THIS AGREEMENT, INCLUDING YOUR AUTHORITY, HAVE BEEN FULFILLED.

### CUSTOMER: (As Stated Above)

By: **X**  
 \_\_\_\_\_  
 Authorized Signature

**Lydia Collins**  
 \_\_\_\_\_  
 Print Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_





# 5 year or 1,000,000 Clicks FIX OR REPLACE GUARANTEE



## *Performance Guarantee*

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If you are not satisfied with the performance of your system, **VEIT will correct or replace it, without charge**, with a system of equal capabilities to resolve performance issues. If a problem does arise, please forward a letter to the attention of the Vice President, describing the problem and allow 60 days for resolution by VEIT. Customer must be a continual party to a VEIT Maintenance and Supply Agreement and must be current on all invoices or this guarantee will be invalid. This guarantee becomes effective the date of installation and execution of expressed or implied shall be valid unless signed by an officer of VEIT Office Systems. This guarantee shall be a period of 5 years or 1,000,000 images, whichever occurs sooner. This guarantee does not cover damage due to abuse, negligence or Act of God.

Authorized by: Carol Singletary

Title: AVP

Date: 06/01/23

# DCA/MONITORING SOFTWARE



Company Name      **City of Manor**

We utilize a data collection agent (DCA) in order to ship supplies proactively, obtain meter readings for accurate billing, and determine supply usage rates. The DCA software shall be installed by the Customer on either an onsite server or a desktop PC on the same network as the printers.

If a device(s) fails to report, we will notify the Customer of the need for resolution. It shall be the responsibility of the Customer to work with us to restore reporting on said device(s). If no response is received within 60 days, devices will be unable to be monitored until connection is reestablished.

**Monitored Status**

I, \_\_\_\_\_, have the authority and **DO ACCEPT** the DCA installation for the above-named customer.

Would you like automatic toner replenishment?      Yes       No

**Non-Monitored**

I, \_\_\_\_\_, **Decline** the DCA installation. I understand that by denying the installation I am agreeing to the following:

- Supply levels will not be monitored therefore supplies will NOT be shipped proactively.
- Supply orders will need to be placed manually via email (scrsupplies@visualedgeit.com) or through the Smart Center app on the device (if applicable).
- When requested and when available, fees incurred for overnight shipping will be charged to the Customer.
- A \$20.00 non-network fee PER DEVICE will be assessed on your monthly statement.

Date:                    5/5/2023

Authorized Customer Signature: \_\_\_\_\_

Primary Contact \* for FM Audit: \_\_\_\_\_

*\*If the Customer contact person should change during the contract, it is the responsibility of the Customer to notify us and update critical contact information.*

# Canon

## State of Texas DIR-CPO-4437 Contract

<b>CPA Vendor #</b>	122305682200	<b>Vendor: Reflect this Number on all Correspondence and Invoices.</b>
<b>Payee ID#:</b>	1223056822	
<b>Vendor Name:</b>	Canon Financial Services/ ordered from Canon USA Inc.	
<b>Address:</b>	14904 COLLECTIONS CENTER DR	
<b>City, State, Zip</b>	Chicago, IL 60693-0149	
<b>Quote No.</b>	CJ20230515	
<b>Date:</b>	May 15, 2023	
<b>Contract No.</b>	DIR-CPO-4437	

<b>Customer Name/Invoice Address:</b>	<b>Address for Delivery:</b>
City of Manor, TX	City of Manor, TX
105 E Eggleston St PO BOX 387	105 E Eggleston St PO BOX 387
Manor, TX 78653	Manor, TX 78653
	<b>For City Hall, Police Dept, and Public Works</b>

<b>Agency Point of Contact:</b>	Lydia Collins	<b>Phone:</b>	512-272-5555
		<b>E-Mail:</b>	<a href="mailto:lcollins@manortx.gov">lcollins@manortx.gov</a>
<b>Agency Accounts Payable Contact:</b>		<b>Phone:</b>	
		<b>E-Mail:</b>	
<b>Securing Dealer</b>	CSA	<b>Address/ Phone Number</b>	
<b>Installing Dealer</b>		<b>Address/ Phone Number</b>	

**\*\*STATE SALES TAX EXEMPTION CERTIFICATE REQUIRED FOR EVERY ORDER.\*\***

Quantity	Description	Lease Term	Contract Price	Total
3	Canon IRA DX C3930i with printer cabinet type-W.	63 Months	\$1,325.00	\$83,475.00
1	Service Includes: toner replacement, repair, maintenance and parts. <b>18,500 b/w impressions included and 12,500 color impressions included.</b> Overage rates: .0109 per b/w impression and .0657 per color print. Usage invoiced monthly. <b>(8,000 bw/8,500 color for City Hall, 7,500 bw/3,000 color for Police Dept, and 3,000 bw/1,000 color for public works.)</b>	included		
	Pricing includes delivery and implementation	included		
	"This PO incorporates by reference the terms and conditions of Texas DIR CPO-4437 contract between Canon Solutions America, Inc. and the City of Manor, TX. The terms and conditions of the Agreement supersede the pre-printed terms and conditions on this purchase order."			
<b>Monthly Unit Total</b>			<b>\$1,325.00</b>	
<b>PO Grand Total</b>				<b>\$83,475.00</b>



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** June 7, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on Second Amendment to Development Agreement (Butler/East Hwy 290 & 13100 N. FM 973).

**BACKGROUND/SUMMARY:**

On June 15, 2022, Butler Family Partnership, 13100 FM 973, Inc. and the City entered into a Development Agreement for the project on Hwy 290 and FM 973. On April 19, 2023, the City approved the First Amendment to the Development Agreement with GenCap, who is the multi-family developer in the project for Code modifications related to landscaping and parking. GenCap is requesting a site development permit be granted before final plat approval. This second amendment to the development agreement is provided for City Council consideration.

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

- Second Amendment to Development Agreement

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve the Second Amendment to Development Agreement (Butler/East Hwy 290 & 13100 N. FM 973).

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

**SECOND AMENDMENT TO DEVELOPMENT AGREEMENT**  
**(Butler/East Hwy 290 & 13100 N. FM 973)**

This SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (this "Second Amendment") is entered into as of the \_\_\_ day of \_\_\_\_\_, 2023 (the "Second Amendment Effective Date"), by and among **13100 FM 973, INC.**, a Texas corporation ("Owner"), **BUTLER FAMILY PARTNERSHIP**, a Texas limited partnership ("Butler"), **GCP XXXI, LTD.**, a Texas limited partnership, and **GCP XXXII, LTD.**, a Texas limited partnership (together, "Gencap"), and the **CITY OF MANOR, TEXAS**, a home rule municipality located in Travis County, Texas (the "City"). The City, Butler, Gencap and Owner are herein sometimes referred to individually as a "Party" and collectively as the "Parties". Capitalized terms used herein and not otherwise defined herein shall have those meanings ascribed to them in the Agreement (defined below).

RECITALS

A. WHEREAS, on June 15, 2022, the City, Butler and Owner entered into that certain Development Agreement and that certain First Amendment to Development Agreement dated April 19, 2023 (collectively, the "Agreement") relating to the development and improvement by Owner of certain parcels of land located within the municipal boundaries of the City consisting of approximately 95.16 acres (the "Property") as a mixed-used project, as more particularly described in the Agreement.

B. WHEREAS, the portion of the Property owned by Butler, as defined as "Parcel A" in the Agreement, was conveyed to Gencap pursuant to (i) that certain Special Warranty Deed dated August 8, 2022, recorded as document No. 2022135261 in the Official Public Records of Travis County, Texas, and (ii) that certain Special Warranty Deed dated August 8, 2022, recorded as document No. 2022135262 in the Official Public Records of Travis County, Texas.

C. WHEREAS, the Parties now wish to amend the Agreement in certain respects, solely with respect to Parcel A as more particularly set forth in this Second Amendment.

D. WHEREAS, Butler desires to acknowledge and agree to the provisions of this Second Amendment notwithstanding that Butler is no longer the owner of Parcel A and that, pursuant to Section 7.6(b) of the Agreement, amendment or modification thereof is expressly permitted by joint action of only (a) the City, and (b) the landowners expressly subject to the modification or amendment if such amendment pertains to less than all of the current landowners of the Property and does not modify the obligations in the Agreement as to the remaining landowners of the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner, the City, and Gencap hereby agree as follows, and Butler hereby acknowledges such agreement:

1. Incorporation of Recitals. The recitals set forth above are incorporated herein and made a part of this Second Amendment to the same extent as if set forth herein in full.

2. Site Development Permit. A Site Development Permit may be granted for Parcel A prior to recordation of the final plat which contains Parcel A. Notwithstanding the foregoing, no certificates of occupancy may be issued for building(s) within Parcel A until such time as the final plat which contains Parcel A is recorded in the Official Public Records of Travis County, Texas.

3. Miscellaneous.

(a) Except as expressly amended hereby, the Agreement and all rights and obligations created thereby or thereunder are in all respects ratified and confirmed and remain in full force and effect. Where any section, subsection or clause of the Agreement is modified or deleted by this Second Amendment, any unaltered provision of such section, subsection or clause of the Agreement shall remain in full force and effect. However, where any provision of this Second Amendment conflicts or is inconsistent with the Agreement, the provision of this Second Amendment shall control.

(b) This Second Amendment (i) shall be governed by, construed under and enforced in accordance with the laws of the State of Texas; (ii) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; (iii) may be modified or amended only in writing signed by each party hereto; and (iv) embodies the entire Second Amendment and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements relating to such subject matter.

(c) This Second Amendment may be executed in multiple counterparts, each of which will be deemed original, and all of which will constitute one and the same agreement.

4. No Waiver. Neither City's nor Owner, Butler or Gencap's execution of this Second 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.

5. Governing Law. This Second Amendment shall be construed and enforced in accordance with the laws of the State of Texas.

6. Signatory Warranty. The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the organization for which such signatory has executed this Agreement.

7. Interpretation. This Agreement 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 Agreement.

8. Entire Agreement. The Parties hereto agree and understand that no oral agreements, or understandings, shall be binding, unless reduced to a writing which is signed by said Parties. The Parties hereto agree and understand that this Second Amendment shall be binding on them, their personal representatives, heirs, successors and assigns.

9. Anti-Boycott Verification. To the extent this Second 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, Butler and Gencap represent that neither Owner, Butler and Gencap nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner, Butler and Gencap (i) boycotts Israel or (ii) will boycott Israel through the term of this Second Amendment. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

10. Iran, Sudan and Foreign Terrorist Organizations. To the extent this Second Amendment constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Owner, Butler and Gencap represents that Owner, Butler and Gencap 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. Owner, Butler and Gencap hereby verify that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this 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. Owner, Butler and Gencap hereby verify that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not 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.

*[Signature page(s) to follow]*

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

**CITY:**

**CITY OF MANOR, TEXAS,**  
a Texas home-rule municipal corporation

By: \_\_\_\_\_  
Name: Dr. Christopher Harvey  
Title: 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 \_\_\_\_\_, 2023, 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:**

**13100 FM 973, INC.,**  
a Texas corporation

By: \_\_\_\_\_  
Edward S. Butler, President

**THE STATE OF TEXAS           §**

**COUNTY OF \_\_\_\_\_ §**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2023, by Edward S. Butler, President of 13100 FM 973, Inc., a Texas corporation, on behalf of said corporation.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

*[Signatures continue on next page.]*

**BUTLER:**

**Butler Family Partnership**, a Texas limited partnership

By: BCP GP, LLC  
Its: General Partner

By: \_\_\_\_\_  
Edward S. Butler, Sole Member

**THE STATE OF TEXAS** §

**COUNTY OF \_\_\_\_\_** §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2023, by Edward S. Butler, Sole Member of BCP GP, LLC, general partner of Butler Family Partnership, a Texas limited partnership, on behalf of said limited liability company and limited partnership.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

*[Signatures continue on next page.]*

**GENCAP:**

**GCP XXXI, LTD.**, a Texas limited partnership

By: GCP XXXI GP, LLC  
a Texas limited liability company,  
its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**THE STATE OF TEXAS** §

**COUNTY OF \_\_\_\_\_** §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2023,  
by \_\_\_\_\_, \_\_\_\_\_ of GCP XXXI GP, LLC, general  
partner of GCP XXXI, LTD., a Texas limited partnership, on behalf of said limited liability  
company and limited partnership.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

**GCP XXXII, LTD.**, a Texas limited partnership

By: GCP XXXII GP, LLC  
a Texas limited liability company,  
its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**THE STATE OF TEXAS** §

**COUNTY OF \_\_\_\_\_** §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2023,  
by \_\_\_\_\_, \_\_\_\_\_ of GCP XXXII GP, LLC, general  
partner of GCP XXXII, LTD., a Texas limited partnership, on behalf of said limited liability  
company and limited partnership.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Texas



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** June 7, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a variance request from Manor Code of Ordinance, Section 15.02.004a(d) Minimum Parking Requirements to reduce the minimum number of parking spaces from eight (8) to five (5) for a proposed drive-through restaurant located on Lot 2A, Block B Las Entradas North Section 1.

**BACKGROUND/SUMMARY:**

The proposed Salad and Go drive-through restaurant does not have any customer seating and only provides drive-through access. The city’s restaurant and drive-through restaurant parking calculation assumes seated dining which is why the ratio is set at 1 parking space per 100 gross square feet or 1 parking space per 3 dining seats, whichever is greater. Since this establishment does not have customer seating, parking is only necessary for employees so a reduced amount of parking can be supported.

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

- Letter of Intent
- Variance Request

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve a variance request from Manor Code of Ordinance, Section 15.02.004a(d) Minimum Parking Requirements to reduce the minimum number of parking spaces from eight (8) to five (5) for a proposed drive-through restaurant located on Lot 2A, Block B Las Entradas North Section 1.

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



May 10, 2023

City of Manor  
Planning Department  
105 E Eagleton St, TX 78653

Re: **Store #1206 Salad and Go – Manor – Hwy 290 and Gregg Manor**

To Whom it May Concern:

On behalf of our client, Salad and Go, we are requesting a variance for parking requirement as part of our submittal of Salad and Go – Manor – Hwy 290 and Gregg Manor.

Salad and Go is a healthy, and affordable food option. The product is a small drive-thru with no dine in area. They focus on serving made to order salads, wraps, breakfast burritos, soups, cold brew coffee, tea, and juices.

The proposed development will consist of an approximately 824 square foot building on a 0.506 acre lot. This parcel is zoned C-1 Light Commercial with restaurant with drive-thru usage. This restaurant has a traditional drive-thru where the customer places their order at menu board and then picks up at window.

Please see below for details on our request.

**Variance Requests: Parking reduction**

We are requesting a Parking Variance to reduce the required 8 parking spaces to 5 parking spaces. Since our business is drive through only with no drive in, we believe the site would be sufficient with 5 parking spaces.

We look forward to working with the city of Manor to develop this project. Please let me know if you have any questions or concerns regarding this request.

Sincerely,

Alma Gonzalez, EIT

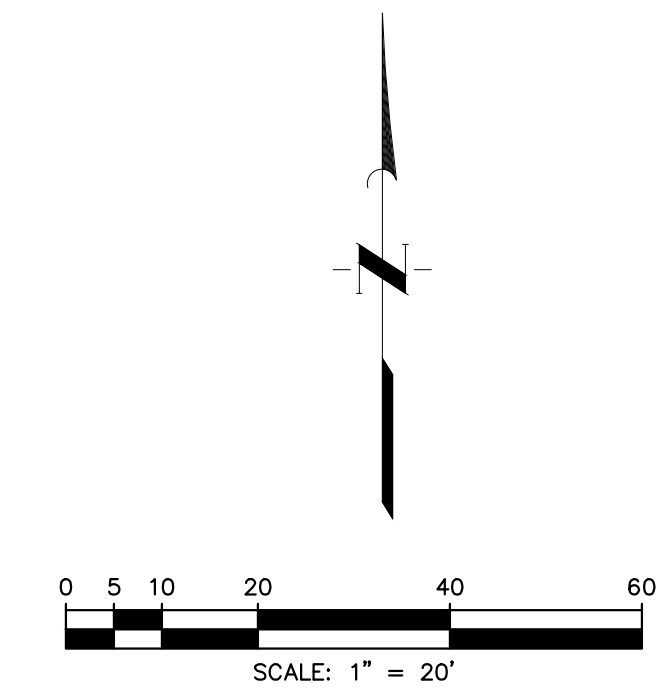
K:\17007\17007-0111-00 Salad and Go – HWY 290 and Gregg Manor – Manor\Project Management\Deliverables\2023 0510 Variance Request

SITE DATA BASED ON SALAD AND GO PROPOSED DEVELOPMENT LAS ENTRADAS NORTH - SECTION 1 SUBDIVISION LOT 1 BLOCK B		
<b>GENERAL</b>		
EXISTING ZONING:	LIGHT COMMERCIAL (C-1)	
PROPOSED ZONING:	LIGHT COMMERCIAL (C-1)	
CURRENT USE:	VACANT	
PROPOSED USE:	DRIVE-THRU RESTAURANT	
<b>OVERALL SITE</b>		
GROSS SITE AREA:	0.506 ACRES (22,023 SQUARE FEET)	
SITE FRONTAGE:	67.8 FEET	
SITE WIDTH:	153.1 FEET	
SITE DEPTH:	202.2 FEET	
IMPERVIOUS COVER:	12,790 SQUARE FEET (0.296 ACRES)	
PERVIOUS COVER:	9,153 SQUARE FEET (0.210 ACRES)	
<b>BUILDING DATA</b>		
BUILDING AREA:	824 SQUARE FEET	
BUILDING HEIGHT:	20 FEET (1 STORY)	
BUILDING COVERAGE:	3.7%	
FLOOR:AREA RATIO	0.037 : 1	
<b>PROPERTY DEVELOPMENT REGULATIONS</b>		
	REQUIRED	PROPOSED
FRONT SETBACK:	15 FEET	15 FEET
SIDE SETBACK:	15 FEET	15 FEET
REAR SETBACK:	10 FEET	10 FEET
LANDSCAPE AREA:	0.076 ACRES (15%)	0.210 ACRES (41.6%)
PARKING SPACE:	1/100 SF = 8 SPACES	5 SPACES
ADA PARKING SPACES:	1 SPACE	1 SPACE
QUEUING BEFORE ORDER BOX:	6 SPACES	11 SPACES
QUEUING ORDER BOX TO PICKUP WINDOW:	2 SPACES	5 SPACES

**BENCHMARK**  
ALL ELEVATIONS ARE BASED ON NAVD (88) DATUM, (GEOID 18). BEARINGS ARE BASED ON THE TXCS, '83, CZ.

**TBM A**  
BEING AN MAG NAIL WITH METAL WASHERSTAMPED "JPH BENCHMARK" SET IN CONCRETE LOCATED ON THE NORTH SIDE OF THE DRIVEWAY ENTRANCE DRIVE FROM GREGG MANOR ROAD, APPROXIMATELY 27 FEET WEST OF THE NORTHWEST CORNER OF THE SUBJECT TRACT. ELEVATION 546.48 FEET, NAVD 88.

**100-YEAR FLOOD PLAIN**  
ACCORDING TO MAP NO. 48453C0480I OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR TRAVIS COUNTY DATED AUGUST 18, 2014, THE SUBJECT TRACT IS SITUATED WITHIN: UNSHADED ZONE "X", DEFINED AS AREA OF MINIMAL FLOOD HAZARD.



LEGEND	
	PROPERTY LINE
	PROP. GRADE BREAK
	PROP. BARRIER FREE RAMP
	PARKING COUNT
	BUILDING CORNERS
	EXIST. TREE
	EXIST. SIDEWALK
	PROP. SIDEWALK
	EXIST. OVERHEAD POWER
	PROP. MENU BOARD

**NOTES**

- ALL CURB IS PERMANENT UNLESS NOTED OTHERWISE.
- SEE ARCHITECT PLANS FOR EXACT BUILDING DIMENSIONS. CONTRACTOR TO NOTIFY ENGINEER OF ANY DISCREPANCIES.
- CONTRACTOR TO USE CARE NOT TO DISTURB EXISTING LANDSCAPING OUTSIDE DISTURBED AREA. IF DISTURB CONTRACTOR TO RESTORE TO ORIGINAL CONDITIONS OR BETTER.
- CONTRACTOR TO VERIFY THE LOCATION OF EXISTING UTILITIES.

**INTERIM REVIEW**

Not intended for construction, bidding or permit purposes.

Engineer: RYAN J. ALCALA  
P.E. Serial No.: 137832  
Date: MAY 2023

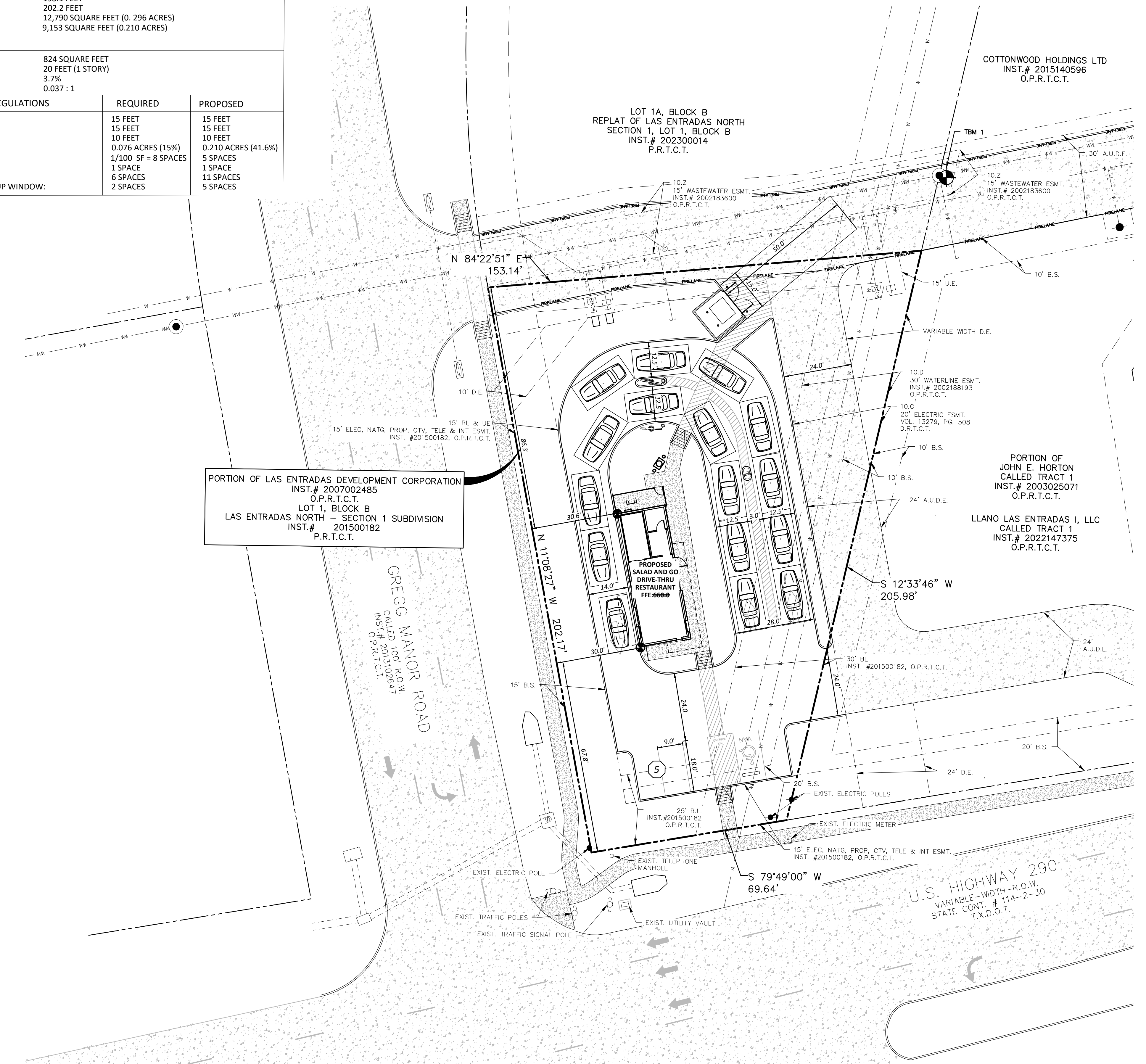
**OWNER**  
ESCATADO INTERESTS, LLC  
2800 GUILDER DRIVE  
PLANO, TEXAS 75074

**ENGINEER**  
QUIDDITY, INC.  
4500 MERCANTILE PLAZA DRIVE  
SUITE 210  
FORT WORTH, TEXAS 76137  
TEL (972) 265-7190  
CONTACT: RYAN ALCALA, PE

**CAUTION: OVERHEAD ELECTRIC**  
CONTRACTOR SHALL EXERCISE CAUTION DURING EXCAVATION, CONSTRUCTION AND ALL ACTIVITIES ON SITE AND STAY AWAY FROM ALL OVERHEAD POWER. CONTRACTOR SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL REQUIREMENTS DEALING WITH CLEARANCES AND CONSTRUCTION ACTIVITIES.

CONTRACTOR TO VERIFY ELEVATION AND LOCATION OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF ANY NEW CONSTRUCTION

TEXAS811 NOTIFICATION SYSTEM  
**CALL BEFORE YOU DIG!!!**  
www.texas811.org  
Texas811 or 1-800-545-6005



No.	Date	REVISIONS



SCALE: AS SHOWN  
DATE: MAY 2023  
JOB NO.: 17007-0111-00

DESIGNED BY: AHG  
CHECKED BY: RJA  
DRAWN BY: HTF

SALAD AND GO - MANOR - HIGHWAY 290 AND GREGG MANOR  
GREGG MANOR ROAD, TX, 78653

**SITE PLAN**

LOT 1, BLOCK B  
LAS ENTRADAS NORTH - SECTION 1 SUBDIVISION  
GREGG MANOR ROAD, TX, 78653

SHEET NO. 7





**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** June 7, 2023  
**PREPARED BY:** Paige Saenz  
**DEPARTMENT:** City Attorney

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a Resolution Finding Public Convenience and Necessity And Authorizing The Use of Eminent Domain To Condemn If Necessary a 1.267 acre Wastewater Easement and a 1.241 acre Temporary Construction Easement (both as described in Exhibit "x1") from that 100.015 Acre Tract conveyed by Warranty Deed to First United Builders, L.L.C. and recorded at Document Number 2020019707 Of The Official Public Records of Travis County, Texas, For The Public Use And Purpose of Construction Of A Wastewater Line.

**BACKGROUND/SUMMARY:**

The City is engaging in efforts to acquire easements for the construction of a wastewater line for the Cottonwood Creek West Tributary Wastewater Line project. The deadline for responding to the City's final offer to purchase the easement has expired without the parties reaching an agreement. Therefore, the next step is for the City Council to authorize the condemnation of the land.

The Resolution must be approved using specific motion language, as stated below, and a roll call vote must be taken.

**LEGAL REVIEW:** Completed  
**FISCAL IMPACT:** Legal costs related to completing condemnation proceedings, which generally range from between \$7,500 to \$10,000 depending on the issues encountered, and the ultimately purchase price for the easement.  
**PRESENTATION:** No.  
**ATTACHMENTS:** Yes

- Resolution No. 2023-23

**LEGAL RECOMMENDATION:**

It is the City legal's recommendation that the City Council approve Resolution No. 2023-23 as follows:

"I move that the City of Manor authorize the use of the power of eminent domain to acquire both a permanent wastewater easement of 1.267 acres and a temporary construction easement of 1.241 acres from the property owned by First United Builders, L.L.C. and described in Agenda Item (20) for the public use of constructing and operating wastewater lines and infrastructure improvements."

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

**RESOLUTION NO. 2023-23**  
*Cottonwood Creek West Tributary Wastewater Line*  
*Parcel 3 (First United Builders)*

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANOR TEXAS FINDING PUBLIC CONVENIENCE AND NECESSITY AND AUTHORIZING EMINENT DOMAIN PROCEEDINGS, IF NECESSARY, FOR ACQUISITION OF A PERMANENT WASTEWATER LINE EASEMENT OVER A 1.267 ACRE PARCEL OF LAND AND A TEMPORARY CONSTRUCTION EASEMENT OVER A 1.267 ACRE PARCEL OF LAND, BOTH PARCELS BEING OUT OF AND A PART OF A CALLED 100.015 ACRE TRACT OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, DESCRIBED IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN TO FIRST UNITED BUILDERS, L.L.C., RECORDED IN DOCUMENT NO. 2020019707, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND ESTABLISHING AN EFFECTIVE DATE; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, in order to promote public health, safety, and welfare, the City of Manor, Texas ("City") hereby finds that public convenience and necessity require acquisition of a permanent wastewater line easement on, over, across, under and through that certain 1.267 acre parcel of land situated in Travis County, Texas that is described with particularity in **Exhibit "A,"** attached and incorporated herein by reference as if fully set out, and referred to hereafter as the "Permanent Easement," for the public purpose and the public use of excavating for, placing, laying, constructing, installing, operating, maintaining, replacing, relocating, upgrading, removing, and repairing underground wastewater lines, facilities, connections therewith, manholes, vents, and all necessary appurtenances thereto for the Cottonwood Creek West Tributary wastewater project (all uses being referred to hereafter as the "Project") and further for the use of any and all excavated materials from the Permanent Easement for the City's use during the Project; and

WHEREAS, in order to promote public health, safety and welfare, the City hereby also finds that public convenience and necessity require acquisition of a temporary construction easement on, over, across, under and through that certain 1.241 acre parcel in Travis County, Texas that abuts the Permanent Easement to the west and is described graphically as "25' TEMPORARY CONSTRUCTION EASEMENT" on sheets 4-5 of **Exhibit "A,"** and referred to hereafter as the "TCE," for the public purpose and the public use of construction access, temporary spoil storage, equipment storage, equipment staging, and any other purpose necessary to effectuate construction of the Project; and further for the use of any and all excavated materials from the TCE for the City's use during the Project; and

WHEREAS, in order to effectuate the Project, it will be necessary and convenient that agents, representatives, or employees of the City lay out the Project and acquire the necessary interests in land for the purpose of construction, reconstruction, operation and maintenance of the Project; and the necessary rights of way upon, over, under and across the Permanent Easement and TCE for the purposes of construction, reconstruction, operation, and maintenance of public wastewater line infrastructure improvements and appurtenances thereto, and for the use of any excavated materials from the Permanent Easement and TCE for use in the Project; and

WHEREAS, it may be necessary to hire engineers, surveyors, appraisers, attorneys, title companies, architects, or other persons or companies to effect the laying out, establishment, and acquisition of the Permanent Easement and TCE and for construction of the Project; and

WHEREAS, in order to acquire the Permanent Easement and TCE it will be or has been necessary for the City's agents, representatives, or employees to enter upon the Permanent Easement and TCE for the purpose of surveying and establishing said land titles and to determine adequate compensation for said land, to conduct tests, and to negotiate with the owners thereof for the purchase of the land titles and easements; and,

WHEREAS, it was necessary to set out procedures for the establishment and approval of just compensation for each of the parcels to be acquired for the Project;

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

1. That in order to promote the public health, safety, and welfare, public convenience and necessity requires the acquisition of a Permanent Easement over, across, under and through that certain 1.267 acre tract of land situated in Travis County, Texas as specifically described by metes and bounds and accompanying plat in **Exhibit "A,"** for the public purpose and the public use of excavating for, placing, laying, constructing, installing, operating, maintaining, replacing, relocating, upgrading, removing, and repairing underground wastewater lines, facilities, connections therewith, manholes, vents, and all necessary appurtenances thereto..
2. That in order to promote the public health, safety, and welfare, public convenience and necessity requires the acquisition of a temporary construction easement over, across, under and through that certain 1.241 acre tract of land situated in Travis County, Texas abutting the Permanent Easement to the west and identified graphically as "25' TEMPORARY CONSTRUCTION EASEMENT" on sheets 4-5 of **Exhibit "A,"** for the public purpose and the public use of construction access, temporary spoil storage, equipment storage, equipment staging, and any other use necessary to effectuate construction of the Project.
3. That in order to promote the public health, safety, and welfare, public convenience and necessity further requires the City's acquisition and use of any and all earthen

materials that may be excavated from the Permanent Easement and/or the TCE for any purposes related to the Project.

4. That the City's agents, representatives, or employees are hereby authorized to:
  - a. Lay out the exact location of the land area needed from the Permanent Easement, TCE, or other properties;
  - b. Hire such engineers, surveyors, appraisers, title companies, architects, and other persons or companies needed to effect the laying out of the facilities, the establishment and acquisition of the required right of way, and the construction of the public utility infrastructure improvements and appurtenances;
  - c. Enter upon any property necessary for the purpose of surveying and establishing the title, to determine adequate compensation for the right of way, and to conduct tests;
  - d. Negotiate with the owners of any such properties for the purchase thereof;
  - e. To purchase any necessary easements and right of way on, over, under and across the Permanent Easement and TCE and to execute all documents necessary to acquire such rights of way, all subject to express approval of the specific, negotiated terms by the City Council;
  - f. Initiate eminent domain proceedings against the owner(s) of the Permanent Easement and TCE for the necessary land interest(s) in same in the event the owner(s) fail to accept a bona fide offer to purchase the Permanent Easement and TCE; and
  - g. Take whatever further actions deemed appropriate to economically effect the establishment of the Project and appurtenances thereto.
5. That all previous acts and proceedings done or initiated by the City's agents, representatives, or employees for the establishment of the Project, including the negotiation for and/or acquisition of any necessary property rights in the Permanent Easement and TCE are hereby authorized, ratified, approved, confirmed, and validated. This resolution shall take effect immediately from and after its passage.
7. The Mayor is hereby authorized to sign this resolution and the City Secretary to attest thereto on behalf of the City of Manor, Texas.
8. This resolution shall be effective immediately upon adoption.

RESOLVED by the City Council of the City of Manor, Texas this 7<sup>th</sup> day of June 2023.

**THE CITY OF MANOR, TEXAS**

**ATTEST:**

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

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Veronica Rivera, Assistant City Attorney



10090 W Highway 29 | Liberty Hill, Texas 78642  
 TBPELS Firm No. 10001800 | 512-238-7901 office

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

BEING 1.267 ACRES OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315, IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF A CALLED 100.015 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN TO FIRST UNITED BUILDERS, LLC, RECORDED IN DOCUMENT NO. 2020019707, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2-inch rebar with cap stamped "D SEELIG RPLS 1908" found in the Westerly line of said 100.015 acre tract, for the Easterly common corner of a called 11.151 acre tract of land described in a General Warranty Deed to Stuart D. Dimond and Madeleine R. Dimond, recorded in Document No. 2004090524 of said O.P.R.T.C.T., and of a called 10.184 acre tract of land described in a General Warranty Deed with Vendor's Lien to Aravind Vangala and Ramya Vuppula, recorded in Document No. 2021107806 of said O.P.R.T.C.T., from which a 1/2-inch rebar with cap stamped "D SEELIG RPLS 1908" found in the Southerly line of said 11.151 acre tract and the common Northerly line of said 10.184 acre tract, bears North 62°43'05" West a distance of 342.13 feet;

THENCE North 27°18'26" East with the Westerly line of said 100.015 acre tract and the common Easterly line of said 11.151 acre tract, a distance of 82.39 feet to a Calculated Point for the **POINT OF BEGINNING** of the herein described tract;

THENCE continuing with the Westerly line of said 100.015 acre tract and the common Easterly line of said 11.151 acre tract, the following two (2) courses and distances:

1. **North 27°18'26" East** a distance of **37.21** feet to a 1/2-inch rebar found; and
2. **North 26°46'53" East** a distance of **89.25** feet to a Calculated Point, from which a 1/2-inch rebar found in the Westerly line of said 100.015 acre tract and the common Easterly line of said 11.151 acre tract, bears North 26°46'53" East a distance of 174.99 feet;

THENCE over and across said 100.015 acre tract, the following three (3) courses and distances:

1. **South 16°02'18" West** a distance of **116.78** feet to a Calculated Point;

2. **South 01°29'15" West** a distance of **484.46** feet to a Calculated Point; and
3. **South 33°33'13" East** a distance of **943.80** feet to a Calculated Point in the Easterly line of said 100.015 acre tract and the common Westerly line of a called 10.00 acre tract of land described in a Warranty Deed to Joseph Murphy Coffey, recorded in Document No. 2022063846 of said O.P.R.T.C.T.;

THENCE **South 27°13'07" West** with the Easterly line of said 100.015 acre tract and the common Westerly line of said 10.00 acre tract, a distance of **3.09** feet to a 1/2-inch rebar found for the Westerly common corner of said 10.00 acre tract and of a called 17.37 acre tract of land described in a Warranty Deed to Joseph Murphy Coffey, recorded in Document No. 2022063845 of said O.P.R.T.C.T.

THENCE **South 27°16'27" West** with the Easterly line of said 100.015 acre tract and the common Westerly line of said 17.37 acre tract, a distance of **728.54** feet to a 3/8-inch rebar found for the Westerly common corner of said 17.37 acre tract and of a called 10.00 acre tract of land described in a Deed to Gary L. Srnensky, recorded in Document No. 2008175156 of said O.P.R.T.C.T.;

THENCE over and across said 100.015 acre tract, the following four (4) courses and distances:

1. **North 62°31'05" West** a distance of **25.00** feet to a Calculated Point;
2. **North 27°16'27" East** a distance of **716.86** feet to a Calculated Point;
3. **North 33°33'13" West** a distance of **937.02** feet to a Calculated Point; and
4. **North 01°29'15" East** a distance of **491.19** feet to the **POINT OF BEGINNING** and containing 1.267 acres of land, more or less;

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 - 2011 adjustment), Central Zone (4203). Distances and Areas shown hereon are Grid values represented in U.S. survey feet.

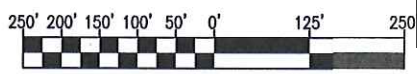
This property description accompanies a separate plat of even date and was prepared by an on the ground survey made under my supervision during the month of November, 2022.

  
 Frank W. Funk  
 Registered Professional Land Surveyor  
 State of Texas No. 6803



Job Number: 22-021

Attachments: K:\JAY MANOR CIP\CAD\DWGS\CC OS WL ESMTS\CC OS WWL ESMT 3.DWG



GRAPHIC SCALE

\*SEE SHEETS 4-6 FOR DETAIL VIEW

STUART D. DIMOND AND  
MADELEINE R. DIMOND  
11.151 ACRES  
DOC. NO. 2004090524  
O.P.R.T.C.T.

ARAVIND VANGALA AND  
RAMYA VUPPULA  
10.184 ACRES  
DOC. NO. 2021107806  
O.P.R.T.C.T.

FIRST UNITED BUILDERS, LLC  
100.015 ACRES  
DOC. NO. 2020019707  
O.P.R.T.C.T.

WASTEWATER LINE  
EASEMENT  
1.267 ACRES

GREENBURY GATES SURVEY NO.  
63, ABSTRACT NO. 315

FIRST UNITED BUILDERS, LLC  
100.015 ACRES  
DOC. NO. 2020019707  
O.P.R.T.C.T.

JOSEPH MURPHY COFFEY  
10.00 ACRES  
DOC. NO. 2022063846  
O.P.R.T.C.T.



JOSEPH MURPHY COFFEY  
17.37 ACRES  
DOC. NO. 2022063845  
O.P.R.T.C.T.

GARY L. SRNENSKY  
10.00 ACRES  
DOC. NO. 2008175156  
O.P.R.T.C.T.

LEGEND

- ⊙ 1/2-INCH REBAR WITH CAP STAMPED "D SEELIG RPLS 1908"
  - 1/2-INCH REBAR FOUND (OR AS NOTED)
  - △ CALCULATED POINT NOT SET
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- R.O.W. RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING

JOB NUMBER: 22-021		DATE: 12/13/22	
PROJECT NAME: JAY MANOR CIP			
DRAWING NAME: CC OS WWL ESMT 3			
DRAWING FILE PATH: K:\22021 - JAY MANOR CIP\CAD\DWGS\CC OS WWL ESMTS			
METES AND BOUNDS FILE PATH: K:\22021 - JAY MANOR CIP\DESCRIPTIONS\CC OS WWL ESMTS			
RPLS: FWF	TECH: JRM	PARTY CHIEF: TN	CHK BY: HAS
SHEET 03 of 06	FIELDBOOKS 13/419	SCALE: 1" = 250'	



10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642  
TBPELS FIRM NO. 10001800  
512-238-7901





GRAPHIC SCALE

STUART D. DIMOND AND  
MADELEINE R. DIMOND  
11.151 ACRES  
DOC. NO. 2004090524  
O.P.R.T.C.T.

GREENBURY GATES  
SURVEY NO. 63,  
ABSTRACT NO. 315

ARAVIND VANGALA AND  
RAMYA VUPPULA  
10.184 ACRES  
DOC. NO. 2021107806  
O.P.R.T.C.T.

WASTEWATER LINE  
EASEMENT  
1.267 ACRES

FIRST UNITED BUILDERS, LLC  
100.015 ACRES  
DOC. NO. 2020019707  
O.P.R.T.C.T.

25' TEMPORARY  
CONSTRUCTION EASEMENT  
1.241 ACRES

FIRST UNITED BUILDERS, LLC  
100.015 ACRES  
DOC. NO. 2020019707  
O.P.R.T.C.T.

P.O.B.

P.O.C.

N01°29'15"E 491.19'

S01°29'15"W 484.46'

N26°46'53"E  
174.99'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N27°18'26"E	82.39'
L2	N27°18'26"E	37.21'
L3	N26°46'53"E	89.25'
L4	S16°02'18"W	116.78'
L5	S27°13'07"W	3.09'
L6	N62°31'05"W	25.00'

MATCHLINE SHEET 4  
SHEET 5

JOB NUMBER: 22-021		DATE: 12/13/22	
PROJECT NAME: JAY MANOR CIP			
DRAWING NAME: CC OS WWL ESMT 3			
DRAWING FILE PATH: K:\22021 - JAY MANOR CIP\CAD\DWGS\CC OS WWL ESMTS			
METES AND BOUNDS FILE PATH: K:\22021 - JAY MANOR CIP\DESCRIPTIONS\CC OS WWL ESMTS			
RPLS: FWF	TECH: JRM	PARTY CHIEF: TN	CHK BY: HAS
SHEET 04 of 06		FIELDBOOKS 13/419	
		SCALE: 1" = 100'	



10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 7864  
TBPELS FIRM NO. 10001800  
512-238-7901

MATCHLINE SHEET 4  
SHEET 5

100' 80' 60' 40' 20' 0' 50'

Item 20.



GRAPHIC SCALE

GREENBURY GATES  
SURVEY NO. 63,  
ABSTRACT NO. 315

FIRST UNITED BUILDERS, LLC  
100.015 ACRES  
DOC. NO. 2020019707  
O.P.R.T.C.T.

S33°33'13"E 943.80'  
N33°33'13"W 937.02'

WASTEWATER LINE  
EASEMENT  
1.267 ACRES

FIRST UNITED BUILDERS, LLC  
100.015 ACRES  
DOC. NO. 2020019707  
O.P.R.T.C.T.

25' TEMPORARY  
CONSTRUCTION EASEMENT  
1.241 ACRES

JOSEPH MURPHY COFFEY  
10.00 ACRES  
DOC. NO. 2022063846  
O.P.R.T.C.T.

L5

JOSEPH MURPHY COFFEY  
17.37 ACRES  
DOC. NO. 2022063845  
O.P.R.T.C.T.

MATCHLINE SHEET 5  
SHEET 6

JOB NUMBER: 22-021		DATE: 12/13/22	
PROJECT NAME: JAY MANOR CIP			
DRAWING NAME: CC OS WWL ESMT 3			
DRAWING FILE PATH: K:\22021 - JAY MANOR CIP\CAD\DWGS\CC OS WWL ESMTS			
METES AND BOUNDS FILE PATH: K:\22021 - JAY MANOR CIP\DESCRIPTIONS\CC OS WWL ESMTS			
RPLS: FWF	TECH: JRM	PARTY CHIEF: TN	CHK BY: HAS
SHEET 05 of 06	FIELDBOOKS 13/419	SCALE: 1" = 100'	

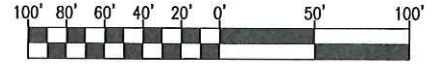
**LSI LANDESIGN SERVICES, INC.**

10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642  
TBPELS FIRM NO. 10001800  
512-238-7901

1338

MATCHLINE SHEET 5  
SHEET 6

Item 20.



GRAPHIC SCALE



FIRST UNITED BUILDERS, LLC  
100.015 ACRES  
DOC. NO. 2020019707  
O.P.R.T.C.T.

JOSEPH MURPHY COFFEY  
17.37 ACRES  
DOC. NO. 2022063845  
O.P.R.T.C.T.

25' TEMPORARY  
CONSTRUCTION EASEMENT  
1.241 ACRES

WASTEWATER LINE  
EASEMENT  
1.267 ACRES

GREENBURY GATES  
SURVEY NO. 63,  
ABSTRACT NO. 315

L6 3/8"

GARY L. SRNENSKY  
10.00 ACRES  
DOC. NO. 2008175156  
O.P.R.T.C.T.

GENERAL NOTES:

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 - 2011 ADJUSTMENT), CENTRAL ZONE (4203).

DISTANCES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET.

THIS SURVEY PLAT ACCOMPANIES A METES AND BOUNDS DESCRIPTION OF EVEN DATE.

JOB NUMBER: 22-021		DATE: 12/13/22	
PROJECT NAME: JAY MANOR CIP			
DRAWING NAME: CC OS WWL ESMT 3			
DRAWING FILE PATH: K:\22021 - JAY MANOR CIP\CAD\DWGS\CC OS WWL ESMTS			
METES AND BOUNDS FILE PATH: K:\22021 - JAY MANOR CIP\DESCRIPTIONS\CC OS WWL ESMTS			
RPLS: FWF	TECH: JRM	PARTY CHIEF: TN	CHK BY: HAS
SHEET 06 of 06		FIELDBOOKS 13/419	SCALE: 1" = 100'

**LSI LANDESIGN SERVICES, INC.**

10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642  
TBPELS FIRM NO. 10001800  
512-238-7901

1339



### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** June 7, 2023  
**PREPARED BY:** Paige Saenz  
**DEPARTMENT:** City Attorney

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a Resolution Finding Public Convenience and Necessity And Authorizing The Use of Eminent Domain To Condemn If Necessary a 0.3340 Acre Wastewater Easement and a 0.4172 Acre Temporary Construction Easement (both as described in Exhibit "A") from Lot 6, Manor Villa Estates, a Subdivision of Record Recorded at Volume 83, Page 155C of the Plat Records of Travis County, Texas, as Conveyed To David A. Price and recorded at Document Number 2016134444 Of The Official Public Records of Travis County, Texas, For The Public Use And Purpose of Construction Of A Wastewater Line.

**BACKGROUND/SUMMARY:**

The City is engaging in efforts to acquire easements for the construction of a wastewater line for the Cottonwood Creek West Tributary Wastewater Line project. The deadline for responding to the City's final offer to purchase the easement has expired without the parties reaching an agreement. Therefore, the next step is for the City Council to authorize the condemnation of the land.

The Resolution must be approved using specific motion language, as stated below, and a roll call vote must be taken.

**LEGAL REVIEW:** Completed  
**FISCAL IMPACT:** Legal costs related to completing condemnation proceedings, which generally range from between \$7,500 to \$10,000 depending on the issues encountered, and the ultimately purchase price for the easement.  
**PRESENTATION:** No.  
**ATTACHMENTS:** Yes

- Resolution No. 2023-24

**LEGAL RECOMMENDATION:**

It is the City legal's recommendation that the City Council approve Resolution No. 2023-24 as follows:

"I move that the City of Manor authorize the use of the power of eminent domain to acquire both a permanent wastewater easement of 0.3340 acres and a temporary construction easement of 0.4172 acres from the property owned by David A. Price and described in Agenda Item (21) for the public use of constructing and operating wastewater lines and infrastructure improvements."

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

**RESOLUTION NO. 2023-24***Manor Commercial Park Wastewater Line Project  
Parcel 1 (David Price)*

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANOR TEXAS FINDING PUBLIC CONVENIENCE AND NECESSITY AND AUTHORIZING EMINENT DOMAIN PROCEEDINGS, IF NECESSARY, FOR ACQUISITION OF A PERMANENT WASTEWATER LINE EASEMENT OVER A 0.3340 ACRE PARCEL OF LAND AND A TEMPORARY CONSTRUCTION EASEMENT OVER A 0.4172 ACRE PARCEL OF LAND, BOTH PARCELS BEING SITUATED IN TRAVIS COUNTY, TEXAS AND BEING OUT OF AND A PART OF LOT 6, MANOR VALLEY ESTATES, A SUBDIVISION OF RECORD RECORDED AT VOLUME 83, PAGE 155C OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, AND ALSO BEING OUT OF SAME TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO DAVID A. PRICE, RECORDED IN DOCUMENT NO. 2016134444 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND ESTABLISHING AN EFFECTIVE DATE; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, in order to promote public health, safety, and welfare, the City of Manor, Texas (“City”) hereby finds that public convenience and necessity require acquisition of a permanent wastewater line easement on, over, across, under and through that certain 0.3340 acre parcel of land situated in Travis County, Texas that is described with particularity in **Exhibit “A,”** attached and incorporated herein by reference as if fully set out, and referred to hereafter as the “Permanent Easement,” for the public purpose and the public use of excavating for, placing, laying, constructing, installing, operating, maintaining, replacing, relocating, upgrading, removing, and repairing underground wastewater lines, facilities, connections therewith, manholes, vents, and all necessary appurtenances thereto (all uses being referred to hereafter as the “Project”) and further for the use of any and all excavated materials from the Permanent Easement for the City’s use during the Project; and

WHEREAS, in order to promote public health, safety and welfare, the City hereby also finds that public convenience and necessity require acquisition of a temporary construction easement on, over, across, under and through that certain 0.4172 acre parcel in Travis County, Texas that abuts the Permanent Easement to the north and is described graphically as “25’ TEMPORARY CONSTRUCTION EASEMENT” on sheet 3 of **Exhibit “A,”** and referred to hereafter as the “TCE,” for the public purpose and the public use of construction access, temporary spoil storage, equipment storage, equipment staging, and any other purpose necessary to effectuate

construction of the Project; and further for the use of any and all excavated materials from the TCE for the City's use during the Project; and

WHEREAS, in order to effectuate the Project, it will be necessary and convenient that agents, representatives, or employees of the City lay out the Project and acquire the necessary interests in land for the purpose of construction, reconstruction, operation and maintenance of the Project; and the necessary rights of way upon, over, under and across the Permanent Easement and TCE for the purposes of construction, reconstruction, operation, and maintenance of public wastewater line infrastructure improvements and appurtenances thereto, and for the use of any excavated materials from the Permanent Easement and TCE for use in the Project; and

WHEREAS, it may be necessary to hire engineers, surveyors, appraisers, attorneys, title companies, architects, or other persons or companies to effect the laying out, establishment, and acquisition of the Permanent Easement and TCE and for construction of the Project; and

WHEREAS, in order to acquire the Permanent Easement and TCE it will be or has been necessary for the City's agents, representatives, or employees to enter upon the Permanent Easement and TCE for the purpose of surveying and establishing said land titles and to determine adequate compensation for said land, to conduct tests, and to negotiate with the owners thereof for the purchase of the land titles and easements; and,

WHEREAS, it was necessary to set out procedures for the establishment and approval of just compensation for each of the parcels to be acquired for the Project;

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

1. That in order to promote the public health, safety, and welfare, public convenience and necessity requires the acquisition of a Permanent Easement over, across, under and through that certain 0.3340 acre tract of land situated in Travis County, Texas as specifically described by metes and bounds and accompanying plat in **Exhibit "A,"** for the public purpose and the public use of excavating for, placing, laying, constructing, installing, operating, maintaining, replacing, relocating, upgrading, removing, and repairing underground wastewater lines, facilities, connections therewith, manholes, vents, and all necessary appurtenances thereto.
2. That in order to promote the public health, safety, and welfare, public convenience and necessity requires the acquisition of a temporary construction easement over, across, under and through that certain 0.4172 acre tract of land situated in Travis County, Texas abutting the Permanent Easement to the north and identified graphically as "25' TEMPORARY CONSTRUCTION EASEMENT" on sheet 3 of **Exhibit "A,"** for the public purpose and the public use of construction access, temporary spoil storage, equipment storage, equipment staging, and any other use necessary to effectuate construction of the Project.

3. That in order to promote the public health, safety, and welfare, public convenience and necessity further requires the City's acquisition and use of any and all earthen materials that may be excavated from the Permanent Easement and/or the TCE for any purposes related to the Project.
4. That the City's agents, representatives, or employees are hereby authorized to:
  - a. Lay out the exact location of the land area needed from the Permanent Easement, TCE, or other properties;
  - b. Hire such engineers, surveyors, appraisers, title companies, architects, and other persons or companies needed to effect the laying out of the facilities, the establishment and acquisition of the required right of way, and the construction of the public utility infrastructure improvements and appurtenances;
  - c. Enter upon any property necessary for the purpose of surveying and establishing the title, to determine adequate compensation for the right of way, and to conduct tests;
  - d. Negotiate with the owners of any such properties for the purchase thereof;
  - e. To purchase any necessary easements and right of way on, over, under and across the Permanent Easement and TCE and to execute all documents necessary to acquire such rights of way, all subject to express approval of the specific, negotiated terms by the City Council;
  - f. Initiate eminent domain proceedings against the owner(s) of the Permanent Easement and TCE for the necessary land interest(s) in same in the event the owner(s) fail to accept a bona fide offer to purchase the Permanent Easement and TCE; and
  - g. Take whatever further actions deemed appropriate to economically effect the establishment of the Project and appurtenances thereto.
5. That all previous acts and proceedings done or initiated by the City's agents, representatives, or employees for the establishment of the Project, including the negotiation for and/or acquisition of any necessary property rights in the Permanent Easement and TCE are hereby authorized, ratified, approved, confirmed, and validated. This resolution shall take effect immediately from and after its passage.
7. The Mayor is hereby authorized to sign this resolution and the City Secretary to attest thereto on behalf of the City of Manor, Texas.
8. This resolution shall be effective immediately upon adoption.

RESOLVED by the City Council of the City of Manor, Texas this 7<sup>th</sup> day of June 2023.

**THE CITY OF MANOR, TEXAS**

**ATTEST:**

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

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Veronica Rivera, Assistant City Attorney





10090 W Highway 29 | Liberty Hill, Texas 78642  
 TBPELS Firm No. 10001800 | 512-238-7901 office

## EXHIBIT "A"

### METES AND BOUNDS DESCRIPTION

BEING 0.3340 OF ONE ACRE OF LAND (14,550 SQ. FT.), SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE TIMOTHY MCKANE SURVEY NO. 47, ABSTRACT NO. 525, IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF LOT 6, MANOR VILLA ESTATES, A SUBDIVISION OF RECORD IN VOLUME 83, PAGE 155C, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS (P.R.T.C.T.), AND BEING THE SAME TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO DAVID A. PRICE, RECORDED IN DOCUMENT NO. 2016134444, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch rebar with cap stamped "4WARD BOUNDARY" found in the existing Northerly right-of-way line of Old Highway 20 (80' R.O.W.), for the Southerly common corner of said Lot 6 and of Lot 1, said MANOR VILLA ESTATES, from which a 1/2-inch rebar with cap stamped "SURVTEX LLC" found in the existing Northerly right-of-way line of said Old Highway 20, for the Southerly common corner of said Lot 1 of Lot 7, MANOR VILLA ESTATES, bears South 72°55'19" East a distance of 50.66 feet;

THENCE **North 72°55'19" West** with the existing Northerly right-of-way line of said Old Highway 20 and the common Southerly line of said Lot 6, a distance of **727.60** feet to a Calculated Point in the Westerly line of said Lot 6 and the common Easterly line of a called 2.011 acre tract of land described in a General Warranty Deed to William M. Forsythe and John C. Forsythe, recorded in Document No. 2019125687 of said O.P.R.T.C.T., from which a 1/2-inch rebar with cap found in the existing Northerly right-of-way line of said Old Highway 20, for the Southeasterly corner of said 2.011 acre tract, bears South 28°05'44" West a distance of 20.38 feet;

THENCE **North 28°05'44" East** with the Westerly line of said Lot 6 and the common Easterly line of said 2.011 acre tract, a distance of **20.38** feet to a Calculated Point;

THENCE **South 72°55'19" East** over and across said Lot 6, a distance of **727.17** feet to a Calculated Point in the Easterly line of said Lot 6 and the common Westerly line of said Lot 1, from which a 1/2-inch rebar found in the Easterly line of said Lot 6 and the common Westerly line of said Lot 1, bears North 26°53'36" East a distance of 61.72 feet;



THENCE **South 26°53'36" West** with the Easterly line of said Lot 6 and the common Westerly line of said Lot 1, a distance of **20.30** feet to the **POINT OF BEGINNING** and containing 0.3340 of one acre of land (14,550 Sq. Ft.), more or less.

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 - 2011 adjustment), Central Zone (4203). Distances and Areas shown hereon are Grid values represented in U.S. survey feet.

This property description accompanies a separate plat of even date and was prepared by an on the ground survey made under my supervision during the month of November, 2022.

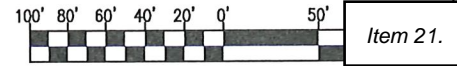
 *02/03/2023*  
Frank W. Funk  
Registered Professional Land Surveyor  
State of Texas No. 6803



Job Number: 22-021  
Attachments: K:\JAY MANOR CIP\CAD\DWGS\MANOR COMM PARK WWL ESMT 5.DWG

**LEGEND**

- ⊙ 1/2-INCH REBAR WITH CAP STAMPED "SURVTEX LLC" (OR AS NOTED)
- 1/2-INCH REBAR FOUND (OR AS NOTED)
- △ CALCULATED POINT NOT SET
- X CALCULATED POINT NOT SET
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- R.P.R.T.C.T. REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS
- D.R.T.C.T. DEED RECORDS OF TRAVIS COUNTY, TEXAS
- R.O.W. RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING
- ▨ EXISTING EASEMENT AREA



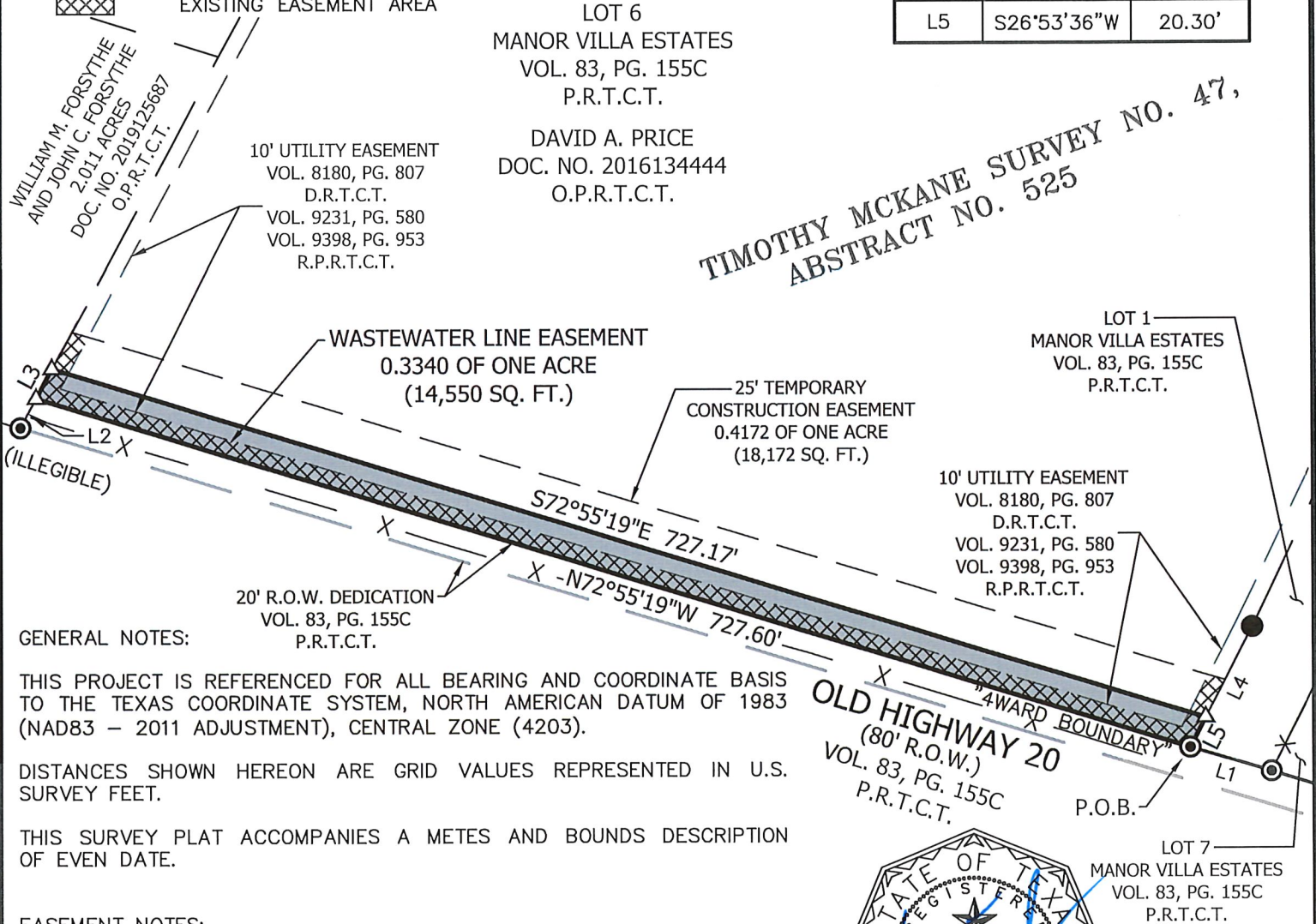
**GRAPHIC SCALE**

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S72°55'19"E	50.66'
L2	S28°05'44"W	20.38'
L3	N28°05'44"E	20.38'
L4	N26°53'36"E	61.72'
L5	S26°53'36"W	20.30'

LOT 6  
MANOR VILLA ESTATES  
VOL. 83, PG. 155C  
P.R.T.C.T.

DAVID A. PRICE  
DOC. NO. 2016134444  
O.P.R.T.C.T.

**TIMOTHY MCKANE SURVEY NO. 47,  
ABSTRACT NO. 525**



**GENERAL NOTES:**

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 - 2011 ADJUSTMENT), CENTRAL ZONE (4203).

DISTANCES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET.

THIS SURVEY PLAT ACCOMPANIES A METES AND BOUNDS DESCRIPTION OF EVEN DATE.

**EASEMENT NOTES:**

PERMANENT EASEMENT INCLUDES 0.1717 OF ONE ACRE (7,478 SQ. FT.) OF EXISTING UTILITY EASEMENT AREA (CROSS HATCHED).

TEMPORARY CONSTRUCTION EASEMENT INCLUDES 0.0117 OF ONE ACRE (508 SQ. FT.) OF EXISTING UTILITY EASEMENT AREA (CROSS HATCHED).

OLD HIGHWAY 20  
(80' R.O.W.)  
VOL. 83, PG. 155C  
P.R.T.C.T.



JOB NUMBER: 22-021		DATE: 01/31/23	
PROJECT NAME: JAY MANOR CIP			
DRAWING NAME: MANOR COMM PARK WWL ESMT 5			
DRAWING FILE PATH: K:\22021 - JAY Manor CIP\CAD\DWGs\Manor Comm Park WWL Esmts			
METES AND BOUNDS FILE PATH: K:\22021 - JAY Manor CIP\Descriptions\Manor Comm Park WWL Esmts			
RPLS: FWF	TECH: JRM	PARTY CHIEF: TN	CHK BY: HAS
SHEET 03 of 03		FIELDBOOKS 13/419	SCALE: 1"=100'



10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642  
TBPELS FIRM NO. 10001800  
512-238-7901



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** June 7, 2023  
**PREPARED BY:** Ryan Phipps, Chief of Police  
**DEPARTMENT:** Police Department

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action to authorize the Manor Police Department to enter into an agreement with Flock Safety for the deployment of a vehicle fingerprinting system.

### BACKGROUND/SUMMARY:

Crime is up across the US and Manor is not immune to this statistic. Property crime is the most common type of crime committed in the US-and it's on the rise. Reports increased from the first quarter of 2021 to the first quarter of 2022 in 62 of the 100 largest cities. Cases nationwide exceed 7 million per year, yet law enforcement solve a small percentage of these cases because they rarely have sufficient evidence to build a case. However, we do know that 7/10 crimes are committed using a vehicle, and vehicle information is one of the best pieces of evidence to solve criminal cases.

The Manor Police Department is looking to increase the use of technology in our task of solving and preventing criminal activity within the city limits as well as assist surrounding agencies in their criminal investigations by using a vehicle fingerprinting system. The technology is as if we put a key-card access gate or posted a security guard at key points in the city, just like a fancy neighborhood that writes down every license plate and vehicle data that enters. This technology will document the vehicles visiting our community and build a bank of temporary data that can be used to identify stolen vehicles, and vehicles used in crimes, and provide timelines for incidents that occur within the city. The technology also allows us to enter stolen vehicles, suspect vehicles, sexual predator offender information, and other valuable tools to help should we need to identify the location of said vehicle.

This technology will be placed at key points based on statistical data that will capture the most data for assistance to our investigations. We will be working with our local HOAs to invest in sister technology that will capture the same data but for their own communities that is sharable with our network of data at a low cost. We have seen neighborhoods across Travis County make this investment and have heard about the success of those systems.

This technology is being used in more than 2,000 cities by more than 2,000 law enforcement agencies and in more than 2,500 communities. It has read more than one billion vehicles per month and runs these license plates against a "Hot List," checking for stolen vehicles, wanted persons, missing persons, and BOLO's. This has resulted in more than a 70% increase in crime reduction for those agencies that have implemented this technology in their community. These Hot List alerts are real-time and notify local law enforcement.

Currently, several central Texas agencies have implemented FLOCK and have cameras in their city/county, including Pflugerville PD, Travis County Sheriff's Office, Williamson County Sheriff's Office, Sunset Valley PD, Bee Cave PD, Buda PD, Lago Vista PD, Salado PD, Round Rock PD, San Marcos PD, Bastrop PD, and others.

**LEGAL REVIEW:** No

**FISCAL IMPACT:** Yes, one-time expense of \$41,750 and an annual recurring total \$30,000 for a first-year total of \$71,750.

**PRESENTATION:** No

**ATTACHMENTS:** Yes

- Agreement

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve and authorize the Manor Police Department to enter into an agreement with Flock Safety for the deployment of a vehicle fingerprinting system in an amount not to exceed \$71,750.

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

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## Flock Safety + Manor PD

---

Flock Group Inc.  
1170 Howell Mill Rd, Suite 210  
Atlanta, GA 30318

---

MAIN CONTACT:  
Alex Small  
alex.small@flocksafety.com  
2073330058

# flock safety

## EXHIBIT A ORDER FORM

Customer: Manor PD  
 Legal Entity Name: Manor PD  
 Accounts Payable Email: rphipps@manortx.gov  
 Address: 402 W Parsons St Manor, Texas 78653

Initial Term: 24 Months  
 Renewal Term: 24 Months  
 Payment Terms: Net 30  
 Billing Frequency: Annual Plan - First Year Invoiced at Signing.  
 Retention Period: 30 Days

### Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$30,000.00</b>
<b>Flock Safety Flock OS</b>			
FlockOS™	Included	1	Included
<b>Flock Safety LPR Products</b>			
Flock Safety Falcon®	Included	10	Included

### Professional Services and One Time Purchases

Item	Cost	Quantity	Total
<b>One Time Fees</b>			
<b>Flock Safety Professional Services</b>			
Professional Services - Standard Implementation Fee	\$650.00	3	\$1,950.00
Professional Services - Advanced Implementation Fee	\$1,900.00	5	\$9,500.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	2	\$300.00
<b>Subtotal Year 1:</b>			\$41,750.00
<b>Annual Recurring Subtotal:</b>			\$30,000.00
<b>Estimated Tax:</b>			\$0.00
<b>Contract Total:</b>			\$71,750.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

**Billing Schedule**

Item 22.

Billing Schedule	Amount (USD)
<b>Year 1</b>	
At Contract Signing	\$41,750.00
<b>Annual Recurring after Year 1</b>	\$30,000.00
<b>Contract Total</b>	\$71,750.00

\*Tax not included



## Product and Services Description

Item 22.

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

## FlockOS Features & Description

### Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

**By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached.** The Parties have executed this Agreement as of the dates set forth below.

Item 22.

**FLOCK GROUP, INC.**

**Customer: Manor PD**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

PO Number: \_\_\_\_\_

## Master Services Agreement

This Master Services Agreement (this “*Agreement*”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“*Flock*”) and the entity identified in the signature block (“*Customer*”) (each a “*Party*,” and together, the “*Parties*”) on this the 31 day of May 2023. This Agreement is effective on the date of mutual execution (“*Effective Date*”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

### RECITALS

**WHEREAS**, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“*Notifications*”);

**WHEREAS**, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

**WHEREAS**, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

**WHEREAS**, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“*Permitted Purpose*”).

**NOW, THEREFORE**, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

## 1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

## 2. SERVICES AND SUPPORT

Item 22.

**2.1 Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“*Retention Period*”). Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

**2.2 Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

**2.3 Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at [support@flocksafety.com](mailto:support@flocksafety.com) (such services collectively referred to as “*Support Services*”).

**2.4 Upgrades to Platform.** Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies; the competitive strength of, or market for, Flock’s products or services; such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not

diminish the quality of the services or materially change any terms or conditions within this Agreement.

**2.5 Service Interruption.** Services may be interrupted in the event that: (a) Flock’s provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“**Service Interruption**”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer’s direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

**2.6 Service Suspension.** Flock may temporarily suspend Customer’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer’s account (“**Service Suspension**”). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

**2.7 Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock

is to perform services under this Agreement, Flock shall have the right to cease work immediately.

### 3. CUSTOMER OBLIGATIONS

**3.1 Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

**3.2 Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

### 4. DATA USE AND LICENSING

**4.1 Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform



all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

**4.2 Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“**Customer Generated Data**”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

**4.3 Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

## 5. CONFIDENTIALITY; DISCLOSURES

**5.1 Confidentiality.** To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving

Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

**5.2 Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock’s sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other

than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

**5.3 Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

## 6. PAYMENT OF FEES

**6.1 Billing and Payment of Fees.** Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

**6.2 Notice of Changes to Fees.** Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

**6.3 Late Fees.** If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

**6.4 Taxes.** Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing

authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

## 7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“Cure Period”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the Cure Period, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 10.6.

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

## 9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF

LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

**9.2 Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

**9.3 Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

## 10. INSTALLATION SERVICES AND OBLIGATIONS

**10.1 Ownership of Hardware.** Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at

Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

**10.2 Deployment Plan.** Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

**10.3 Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

**10.4 Customer Installation Obligations.** Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

**10.5 Flock's Obligations.** Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

## 11. MISCELLANEOUS



**11.1 Compliance With Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

**11.2 Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

**11.3 Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

**11.4 Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon purchase order is subject to these terms. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

**11.5 Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

**11.6 Governing Law; Venue.** This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 **Special Terms.** Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 **Publicity.** Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 **Feedback.** If Agency or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 **Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Public Disrepute.** In the event Customer or its employees become the subject of an indictment, arrest, public disrepute, contempt, scandal or behaves in a manner that, in the reasonable judgment of Flock, reflects unfavorably upon Flock, and/or their officers or principals, licensees, such act(s) or omission(s) shall constitute a material breach of this Agreement and Flock shall, in addition to any other rights and remedies available to it hereunder, whether at law or in equity, have the right to elect to terminate this Agreement.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

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EXHIBIT B  
INSURANCE

Item 22.

**Required Coverage.** Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement.

**Types and Amounts Required.** Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and
- (v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).



### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** June 7, 2023  
**PREPARED BY:** Ryan Phipps, Chief of Police  
**DEPARTMENT:** Police Department

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on the purchase of a Community Outreach and Engagement Trailer for youth and community relations.

**BACKGROUND/SUMMARY:**

Our community has seen a growing disconnect between youth and Police in recent years. This has created a lack of trust and understanding between the two groups. To address this, we are proposing the purchase of a community outreach and engagement trailer that will target youth and community relations.

The purpose of this trailer is to provide a mobile platform for community outreach and engagement activities. The trailer will be used to reach out to youth in the community and build stronger relationships with them, while also providing information about local services and resources. After School, summers, and weekends the trailer will be stationed with an officer in cul-de-sacs, City Parks or other areas and pushed on social media.

**LEGAL REVIEW:** Not Applicable

**FISCAL IMPACT:** Yes, the total cost of the trailer is estimated to be \$150,000 utilizing savings in the FY22-23 Police Department Budget

**PRESENTATION:** No

**ATTACHMENTS:** Yes

- Trailer Brochure

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve the purchase and deployment of the Community Outreach and Engagement Trailer for youth and community relations initiative.

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

# Police Community Outreach Recruitment & Engagement

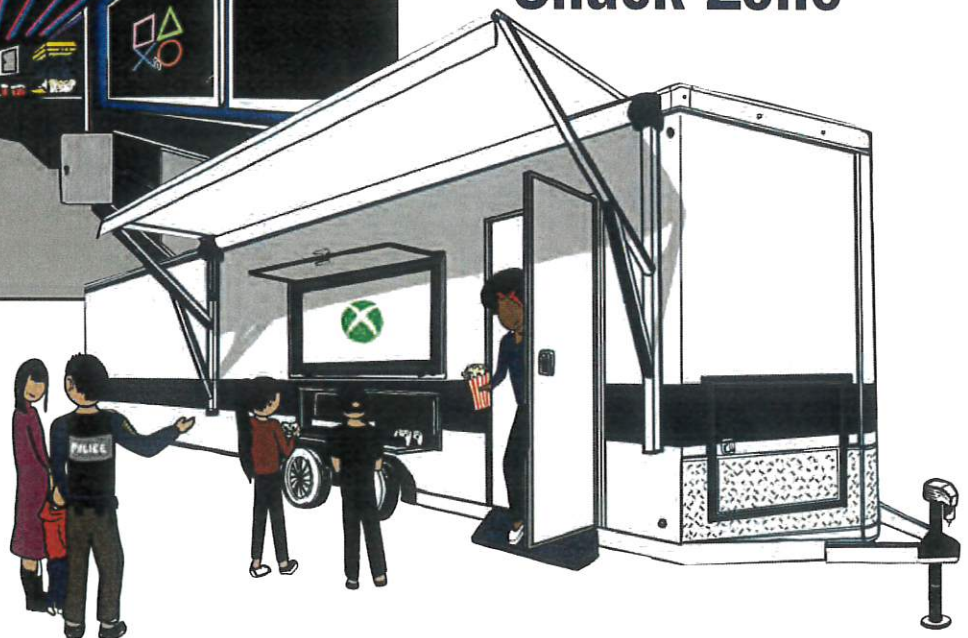


Sports Zone

## Entertainment Lounge and Snack Zone



Gaming Zone



# Special Features

## Police Community Outreach Recruitment and Engagement Trailer



### Accessibility

- Low Profile Design
- Full Width Ramp & Extension
- Zero Thresholds



### Entertainment Zone

- Comfortable Seating
- Popcorn Machine
- Color Changing LED Lighting



### Rear Snack Zone

- Glass Door
- Beverage Fridge
- Snack Storage
- Quick Access Area



### Easy Setup & Operation

- Comfortable Seating
- Ergonomic Features
- Tablet Control (Optional)



### Speed Zone

- Speed Check and Targets
- Safety Netting
- Baseball, Football, Soccer and More!



### Full Connectivity

- Solar Charging
- Phone Charging Stations
- Wifi Hotspot



### Telescoping Basketball Hoop

- Custom Basketball System
- Fun Sports Graphics



### Gaming & Video

- Dual 65in LED TVs
- Video Matrix
- PS4 or XBOX Gaming Station



### Agency Branding

- Complete Design Services
- Full or Partial Wraps
- 3M Vinyl







A.1

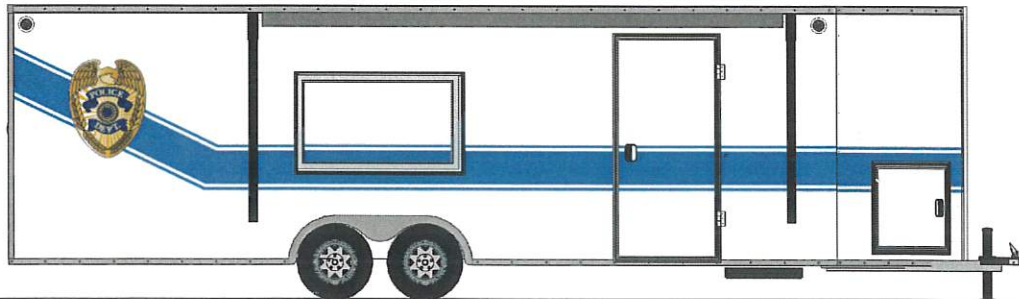
JHB Group Inc.  
 8545 Pyott Rd.  
 Lake In The Hills, IL 60156  
 Tel: (657) 667-3473



DRIVER SIDE ELEVATION

scale: 3/8" = 1'-0"

A 02



PASSENGER SIDE ELEVATION

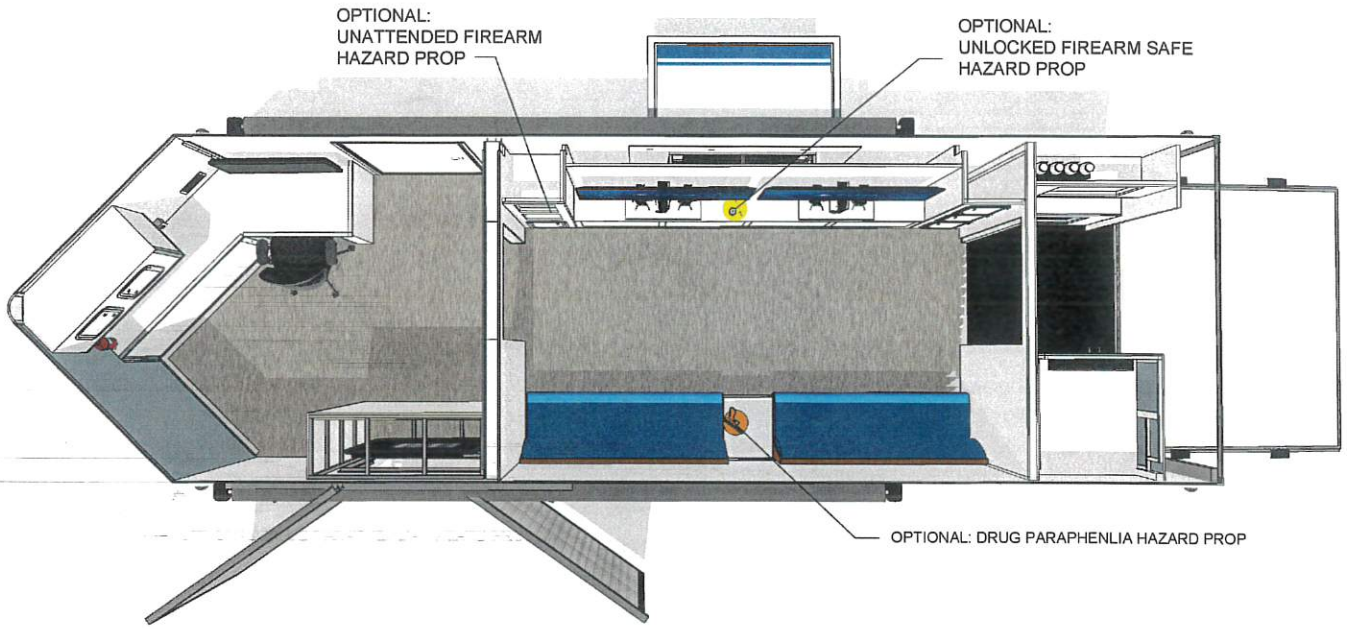
scale: 3/8" = 1'-0"

B 02

A.2

JHB Group Inc.  
 8545 Pyott Rd.  
 Lake In The Hills, IL 60156  
 Tel: (657) 667-3473





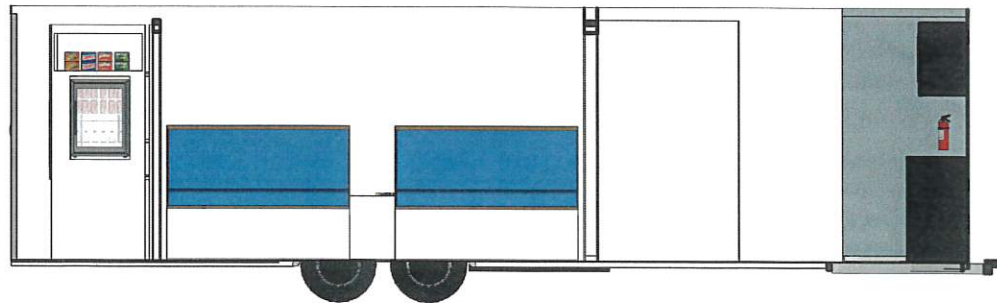
**PLAN VIEW**  
scale: Perspective

A.4

JHB Group Inc.  
8545 Pyott Rd.  
Lake In The Hills, IL 60156  
Tel: (657) 667-3473



**DRIVER SIDE SECTION**  
scale: 3/8" = 1'-0"

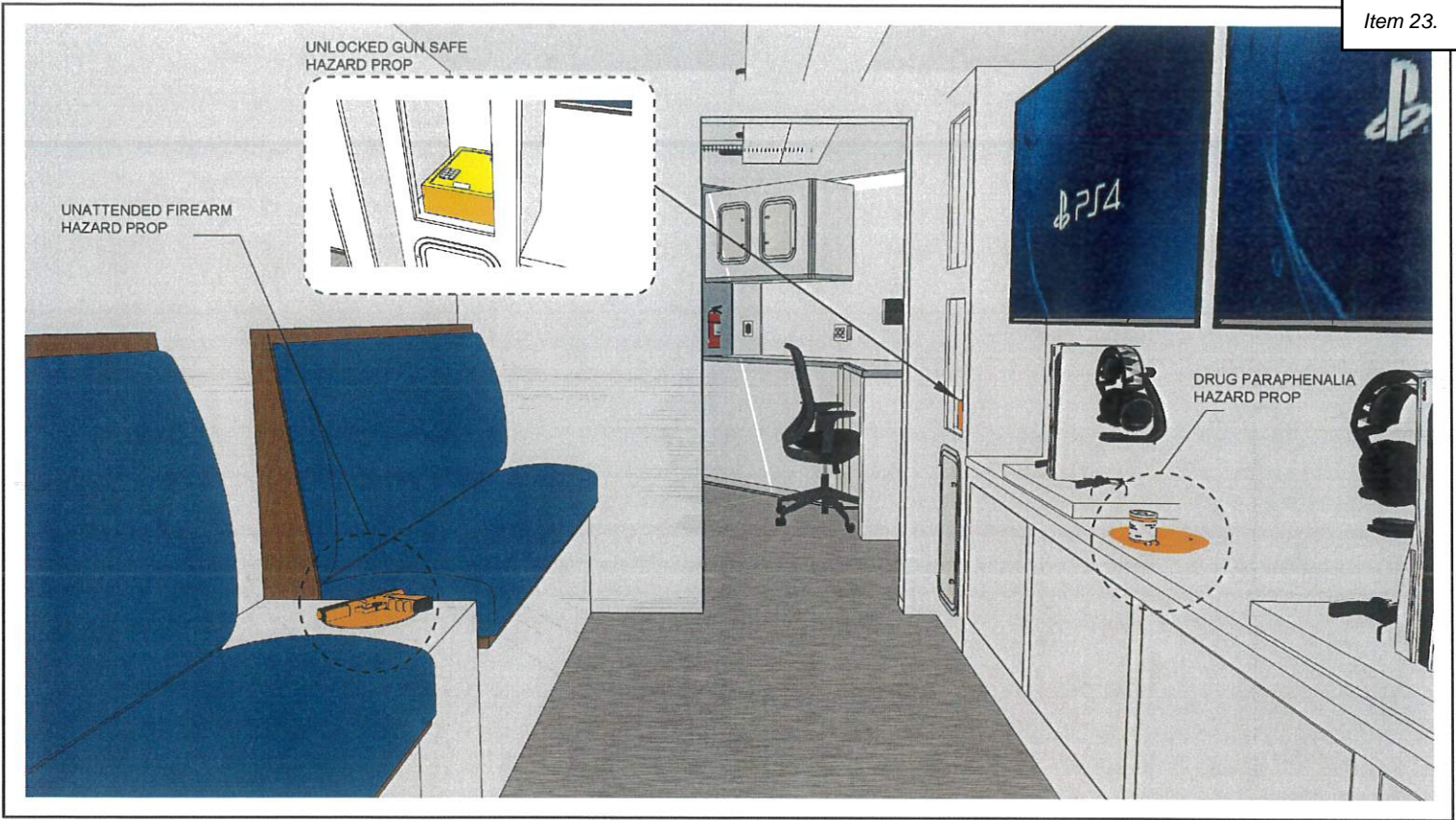


**PASSENGER SIDE SECTION**  
scale: 3/8" = 1'-0"

A.3

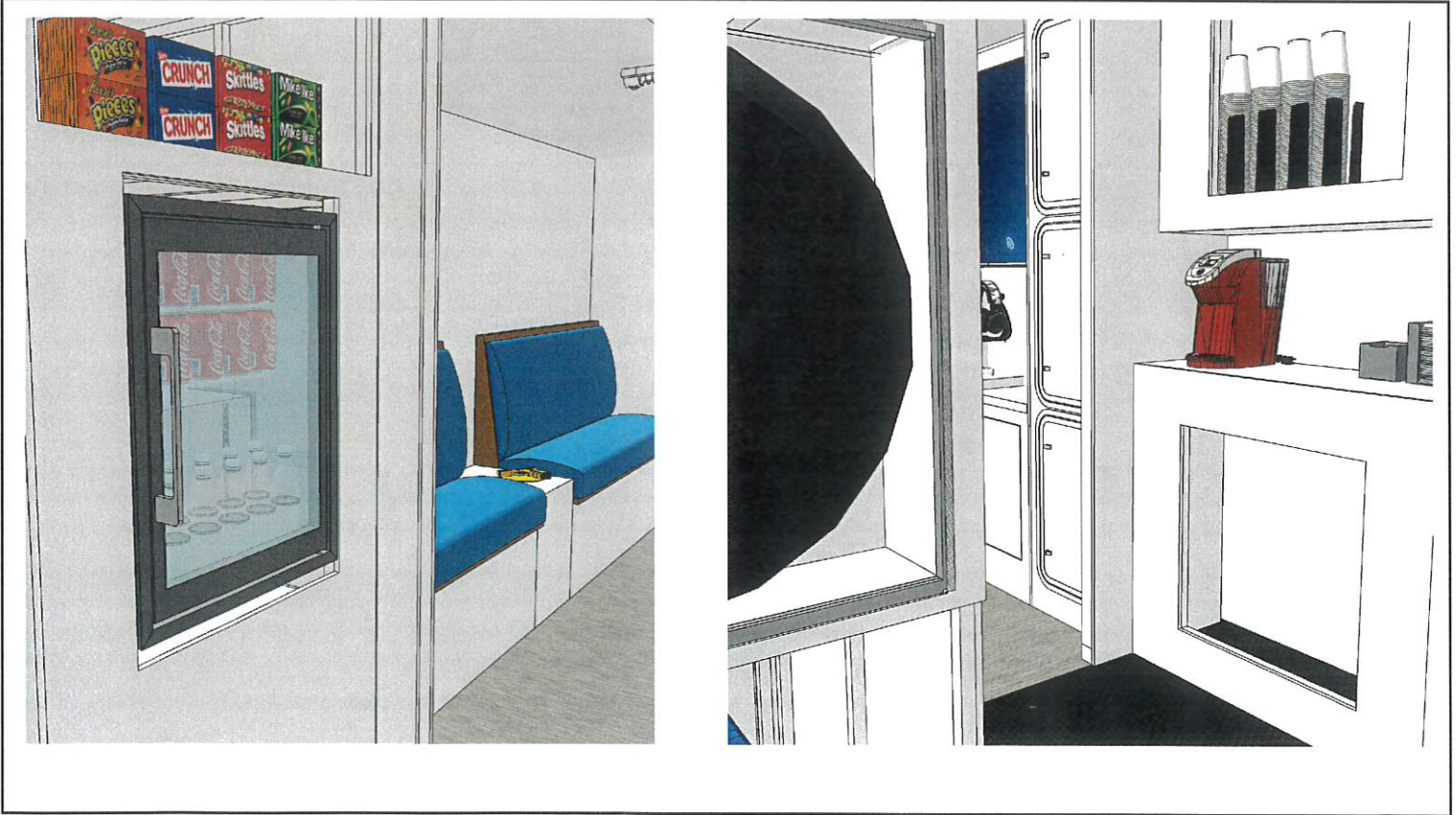
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Tel: (657) 667-3473





A.5

JHB Group Inc.  
8545 Pyott Rd.  
Lake In The Hills, IL 60156  
Tel: (657) 667-3473



A.7

JHB Group Inc.  
8545 Pyott Rd.  
Lake In The Hills, IL 60156  
Tel: (657) 667-3473



**JHB Group, Inc.**

8545 Pyott Rd  
 Lake In The Hills, IL 60156  
 US  
 team@jhbgroup.org  
 www.JHBGroup.org



**Estimate**

ADDRESS  
 JHB Group, Inc.  
 Sample Quote

ESTIMATE 27CORE- JHB.23  
 DATE 01/26/2023  
 EXPIRATION DATE 03/01/2023

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Public Safety Platform 27FT	1	79,855.00	79,855.00
	Advanced Power System	1	0.00	0.00
	ADA Accessibility	1	0.00	0.00
	10,000w Dual-Fuel Generator	1	0.00	0.00

Community Outreach Recruitment & Engagement- Exterior Gaming Package	HAT-PS-CORE-EG- Exterior Gaming Package for C.O.R.E. Custom 36x60 locking, exterior door with PS5 Gaming System and Controllers, (1) 50in LED TV, Custom LED lighting. Surround sound speakers.	1	9,636.00	9,636.00
Community Outreach Recruitment & Engagement- Interior Gaming Package	HAT-PS-CORE-IG - Interior Gaming Package for C.O.R.E. Custom gaming area with PS5 Gaming System and Controllers, (2) 65in LED TV, Custom gaming/storage cabinet with LED lighting. Surround sound speakers and LED lighting. Comfortable bench seats. Removable table system.	1	14,974.00	14,974.00
Community Outreach Recruitment & Engagement- Public Affairs Configuration	HAT-PS-CORE-SZ: Custom overhead locking cabinets. Stainless steel work station. LED TV. Standing workstation with FRP countertop. (2)110v Power outlets with USB.	1	3,800.00	3,800.00
Community Outreach Recruitment & Engagement- Police Home Hazard Package	HAT-PS-CORE-HZ: Custom hazard props with integrated control system. Hazard Props including Unattended Firearm, Open Gun Safe, Drug Paraphernalia. Integrated video training system with prop sensors and hazard notification. JHB Group tablet controlled activation and monitoring system. Requires HAT--PS-CORE-IG package.	1	17,954.00	17,954.00
Community Outreach Recruitment & Engagement- Rear Snack Station	HAT-PS-CORE-RS: Rear snack station with glass door refrigerator. Keurig coffee maker. Locking storage cabinets, counter top and additional power outlets with charging station.	1	3,763.00	3,763.00
Community Outreach Recruitment & Engagement- Sports Zone	HAT-PS-CORE-SZ: 36inx60in Exterior Cabinet with Sports Target System, Custom Netting Enclosure, Sports Ball Package(Soccer, Baseball, Football), Speed Radar System and custom Speed Zone decor.	1	13,698.00	13,698.00
Custom Graphic Package - Partial Wrap	Partial graphics package with design, printing and installation.	1	7,879.00	7,879.00
XO Ratchet Jack	XO Ratchet Jack	1	430.80	430.80
Transport Prep & Virtual Training		1	1,250.00	1,250.00

Media Release- As the purchaser, we grant permission to JHB Group, Inc. to use any and all images (photographs and/or video) for use in Media publications including relating to this trailer.

Payment Terms - Net 10

Late Payment - A late fee will be assessed for all payments not received within 30 days of your trailer leaving the manufacturing facility. A \$150.00USD late payment fee will be assessed per calendar day and will be added to the final invoice.

Delivery- The trailer and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or intentional conflict, failures to obtain chassis, materials, or other causes beyond our control

SUBTOTAL	153,239.80
TAX	0.00
<b>TOTAL</b>	<b>\$153,239.80</b>

not preventing, within 210 calendar days after receipt of an executed purchase order and the acceptance thereof at our office at Lake in the Hills, IL, and to be delivered to you.

Accepted By

Accepted Date



### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** June 7, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion and possible action on a resolution accepting the petition to dissolve the EntradaGlen Public Improvement District (PID) and setting a public hearing to consider the dissolution of the EntradaGlen PID.

**BACKGROUND/SUMMARY:**

The Dissolution Agreement entered into with the developer for the EntradaGlen PID, as amended called for the dissolution of the PID if assessments were not levied or bonds were not issued by May 31, 2023. While the developer is making progress toward bond issuance, City staff was directed to begin the process for dissolution for City Council consideration. The attached resolution is provided for City Council consideration to begin the process to dissolve the EntradaGlen PID.

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

- Resolution No. 2023-25

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve Resolution No. 2023-25 accepting the petition to dissolve the EntradaGlen Public Improvement District (PID) and setting a public hearing to consider the dissolution of the EntradaGlen PID.

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

**RESOLUTION NO. 2023-25**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS ACCEPTING A PETITION FOR THE DISSOLUTION OF THE ENTRADAGLEN PUBLIC IMPROVEMENT DISTRICT; SETTING A PUBLIC HEARING UNDER SEC. 372.009 OF THE TEXAS LOCAL GOVERNMENT CODE ON THE ADVISABILITY OF THE DISSOLUTION OF THE ENTRADAGLEN PUBLIC IMPROVEMENT DISTRICT WITHIN THE CITY OF MANOR, TEXAS; AND AUTHORIZING THE ISSUANCE OF NOTICE BY THE CITY SECRETARY OF MANOR, TEXAS REGARDING THE PUBLIC HEARING.**

**WHEREAS**, the City of Manor, Texas (the “City”) is authorized by Chapter 372, Texas Local Government Code, as amended (the “Act”) to dissolve and create a public improvement district within its corporate limits and its extraterritorial jurisdiction; and

**WHEREAS**, on December 2, 2020, the City approved the creation of the EntradaGlen Public Improvement District (the “District”) by Resolution No. 2020-16;

**WHEREAS**, on December 2, 2020, Cottonwood Holdings, Ltd., Shadowglen Development Corporation, and Las Entradas Development Corporation (collectively, the “Petitioner”) entered into the Amended and Restated Agreement Regarding the Dissolution of the EntradaGlen Public Improvement District, recorded as Document No. 2020247406 in the Official Public Records of Travis County, Texas, as amended by that First Amendment to the Restated Agreement Regarding the Dissolution of the EntradaGlen Public Improvement District dated October 19, 2022, recorded as Document No. 2022172162 in the Official Public Records of Travis County, Texas, and as further amended by that Second Amendment to the Restated Agreement Regarding the Dissolution of the EntradaGlen Public Improvement District dated November 16, 2022, recorded as Document No. 2022182574 in the Official Public Records of Travis County, Texas (collectively, the “Dissolution Agreement”), which provided that the Developer would not oppose dissolution of the District if the first issuance of PID bonds or a levy of special assessments did not occur by May 31, 2022; and

**WHEREAS**, the Dissolution Agreement serves as the Petition for the Dissolution of the District (the “Petition”), attached hereto as Exhibit “A” and incorporated herein for all purposes, requesting the dissolution of the EntradaGlen Public Improvement District covering approximately 262.091 acres described in the Petition; and

**WHEREAS**, Petitioner represents that they constitute (i) the owners of taxable real property representing more than fifty percent (50%) of the appraised value of taxable real property liable for assessment under the proposal in the Petition, as determined by the current roll of the appraisal district in which the property is located and (ii) the record owners of real property liable for assessment under the proposal who: (A) constitute more than fifty percent (50%) of all record owners of property that is liable for assessment under the proposal in the Petition; or (B) own taxable real property that constitutes more than fifty percent (50%) of the area of all taxable real property described in the Petition, within the corporate limits of the City. It is further asserted that Petitioner includes the intended successors in interest to certain owners of taxable real property within the area of the District; and



**WHEREAS**, the Act states that a Petition to dissolve a public improvement district is sufficient if signed by owners of more than fifty percent (50%) of the taxable real property, according to appraised value, and either of the following: more than fifty percent (50%) of the area of all taxable real property liable for assessment, or more than fifty percent (50%) of all record owners of property liable for assessment; and

**WHEREAS**, the Act further requires that prior to the adoption of the resolution to dissolve the District, the City Council of Manor, Texas (the “City Council”) must hold a public hearing on the advisability of the dissolution; and

**WHEREAS**, in order to hold a public hearing for the dissolution of a public improvement district, notice must be: (i) published in a newspaper of general circulation in the City, and (ii) mailed to the address of each owner of property located in the District, as reflected on the tax rolls, before the fifteenth (15th) day before the date of the hearing in accordance with the Act.

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

**SECTION 1.** The City Council hereby approves the recitals contained in the preamble of this Resolution and finds that all the recitals are true and correct and incorporate the same in the body of this Resolution as findings of fact.

**SECTION 2.** City staff reviewed the Petition attached hereto as Exhibit “A” and determined that same complied with the requirements of the Act and the City Council accepts the Petition. The Petition is filed with the office of the City Secretary and is available for public inspection.

**SECTION 3.** The City Council calls a public hearing to be scheduled at or after 7:00 p.m. on July 5, 2023 to be held at Manor City Hall City Council Chambers, 105 E. Eggleston Street, Manor, Texas 78653, for the purpose of hearing public testimony on the advisability of the dissolution of the District.

**SECTION 4.** The Public Hearing may be adjourned from time to time. Upon the closing of the Public Hearing, the City Council may consider the adoption of a resolution dissolving the District or may defer the adoption of such a resolution for up to six (6) months. The dissolution of the District is within the sole discretion of the City Council.

**SECTION 5.** Attached hereto as Exhibit “B” is a form of the Notice of Public Hearing (the “Notice”), the form and substance of which is hereby adopted and approved; provided that the Notice may be updated as determined necessary by the City to comply with the Act.

**SECTION 6.** The City Council hereby authorizes and directs the City Secretary, on or before June 16, 2023, in accordance with the Act, to: (a) publish notice of the public hearing in a newspaper of general circulation in the City; and (b) mail notice of the public hearing to the owners of the property located in the District as reflected on the tax rolls.

**SECTION 7.** If any section, article, paragraph, sentence, clause, phrase or word in this resolution or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this resolution; and the City Council hereby declares it would have passed such remaining portions of the resolution despite such invalidity, which remaining portions shall remain in full force and effect.

**SECTION 8.** This Resolution shall be in full force and effect from and after its passage, and it is accordingly so resolved.

**PASSED AND ADOPTED** by the City Council of Manor, Texas, at a regular meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, at which a quorum was present, and for which due notice was given pursuant to Government Code, Chapter 551.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

\_\_\_\_\_  
Lluvia T. Almaraz, City Secretary  
City of Manor, Texas

[CITY SEAL]

**EXHIBIT "A"**  
**PETITION FOR DISSOLUTION OF DISTRICT**



*Dana DeBeauvoir*

Dana DeBeauvoir, County Clerk  
Travis County, Texas

Dec 18, 2020 01:29 PM Fee: \$58.00

**2020247406**

\*Electronically Recorded\*

**CORRECTION AFFIDAVIT FOR THE AMENDED AND  
RESTATED AGREEMENT REGARDING THE DISSOLUTION  
OF THE ENTRADAGLEN PUBLIC IMPROVEMENT  
DISTRICT**

This Correction Affidavit (the "Affidavit") is hereby made as a correction instrument in substitution of the agreement titled "**Amended and Restated Agreement Regarding the Dissolution of the EntradaGlen Public Improvement District**" (the "Corrected Dissolution Agreement") dated December 2, 2020 and recorded in **Document No. 2020245954** of the Official Public Records of Travis County, Texas to correct the following incorrect information: Exhibit "A" of the Dissolution Agreement erroneously included an "Affidavit of Eric & Rebekah Thomason" that should not have been attached nor is it a part of Exhibit "A" of the Corrected Dissolution Agreement. Other than the stated correction, this Affidavit is intended to restate in all respects the Corrected Dissolution Agreement.

City of Manor, Texas

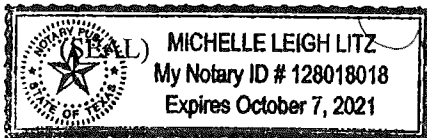
*Veronica Rivera*

Veronica Rivera  
Assistant City Attorney

STATE OF TEXAS                   §  
  §  
COUNTY OF TRAVIS           §

Before me, the undersigned authority, on this day personally appeared Veronica Rivera, Assistant City Attorney of the City of Manor, Texas, known to me to be such person who signed the foregoing Affidavit in my presence and acknowledged to me that such person executed the foregoing Affidavit for purposes therein stated.

GIVEN UNDER MY HAND AND SEAL of office this 18<sup>th</sup> day of December, 2020.



*Michelle Leigh Litz*  
Notary Public, State of Texas

**Amended and Restated Agreement Regarding the Dissolution of  
the EntradaGlen Public Improvement District**

This Amended and Restated Agreement Regarding the Dissolution of the EntradaGlen Public Improvement District (the "Agreement") is entered into on this 2 day of Dec, 2020 by Cottonwood Holdings, Ltd., Shadowglen Development Corporation, and Las Entradas Development Corporation (collectively, the "Developer") and the City of Manor, a Texas home rule municipality (the "City"), hereinafter sometimes referred to collectively as the Parties.

RECITALS

A. The Developer requested the City establish the EntradaGlen Public Improvement District (the "Original EntradaGlen District") in that certain Petition for the Creation of a Public Improvement District to Finance Certain Improvements benefitting the Las Entradas and ShadowGlen Subdivisions dated August 16, 2017, and amended by the Amended Petition for the Creation of a Public Improvement District to Finance Certain Improvements to Las Entradas and ShadowGlen Subdivisions dated March 22, 2018 (collectively, the "Original Petition").

B. On July 18, 2018, the parties entered into the Agreement Regarding Dissolution of the EntradaGlen Public Improvement District recorded as Document No. 2018121739 in the Official Public Records of Travis County, Texas (the "Original Dissolution Agreement"), and the City approved the formation of the District over the property described in Exhibit A of the Original Petition, by Resolution No. 2018-06 (the "Original Resolution").

C. On October 29, 2020, the Developer filed with the City that certain "Petition for the Dissolution of the Original EntradaGlen Public Improvement District and for the Creation of a New Public Improvement District to Finance Improvements to Las Entradas and Shadowglen Subdivisions (EntradaGlen Public Improvement District)" (the "Petition").

D. On the same date that the parties entered into this Agreement, the City approved the dissolution of the Original EntradaGlen District and the formation of a new EntradaGlen Public Improvement District (the "District") over the property described in Exhibit A, attached hereto and incorporated herein for all purposes (the "Property"), by Resolution No. 2020-16 (the "Resolution").

E. The Developer has requested the City to issue bonds to assist with the financing of certain public improvements identified in the Resolution (the "PID Bonds").

F. The Parties desire to provide for the dissolution of the District if special assessments are not levied or the PID Bonds are not issued by the deadline set forth herein.

G. The Original Dissolution Agreement is hereby terminated and replaced in its entirety by this Agreement.

**NOW, THEREFORE**, for and in consideration of the above recitals and the terms, conditions and agreements stated in this Agreement, the parties agree as follows:

1. The Recitals set forth above are incorporated herein and made a part of this Agreement for all purposes.
2. The Developer agrees that this Agreement constitutes Developer's petition to dissolve the District under Section 372.011, Texas Local Government Code, and the City is hereby authorized to dissolve the District, in the event that (a) Hill Lane, as further described in the contemplated development agreement between the Parties (the "Development Agreement") is not constructed within eighteen (18) months after the effective date of the Development Agreement, or (b) by (i) the first issuance of PID Bonds are not issued, or (ii) a levy of special assessments does not occur, by October 31, 2022, whichever occurs earlier (the "Authorization"). In such event, the Developer will not oppose the City's dissolution of the District undertaken in accordance with this Agreement, and will cooperate with the City to cause the District to be dissolved. The Authorization shall terminate and expire upon the earlier of (i) the levy of special assessments or (ii) the first issuance of the PID Bonds.
3. This Agreement shall be a covenant running with the land and shall be binding upon future owners of the Property or portions thereof and shall further be binding upon and inure to the benefit of the parties, and their successors and assigns. Owner shall cause any person or entity to whom Owner transfers the Property or any portion thereof (the "Subsequent Owner") to execute a document containing language substantially similar to that set forth in paragraph 2 granting the City the authorization to dissolve the District as provided in paragraph 2. Owner shall provide the City with a copy of said document.
4. This Agreement may be amended only by a written instrument executed by all the Parties. Upon satisfaction of one of the conditions set forth in paragraph 2, the City will execute an instrument confirming the termination and expiration of this Agreement so that it can be recorded in the Official Public Records of Travis County, Texas.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws provisions, and venue shall lie in Travis County, Texas.
6. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement and this Agreement is effective as of the first date indicated above.



**CITY:**  
**City of Manor, Texas**  
a Texas home-rule municipal corporation

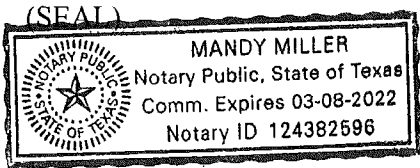
Attest:

By: *L. Almaraz*  
Name: Lluvia T. Almaraz  
Title: City Secretary

By: *L. Wallace*  
Name: Dr. Larry Wallace, Jr.  
Title: Mayor

**THE STATE OF TEXAS**           §  
**COUNTY OF TRAVIS**           §

This instrument was acknowledged before me on this 3<sup>RD</sup> day of DECEMBER, 2020 by Dr. Larry Wallace, Jr., Mayor of the City of Manor, Texas, a Texas home-rule municipal corporation, on behalf of that corporation.



*Mandy Miller*  
Notary Public, State of Texas

**DEVELOPER:**

COTTONWOOD HOLDINGS, LTD., a Texas limited partnership

By: COTTONWOOD GENERAL PARTNER, L.L.C., a Texas limited liability company, as General Partner

By: *Peter A. Dwyer*  
Name: Peter A. Dwyer 12/2/2020  
Title: President

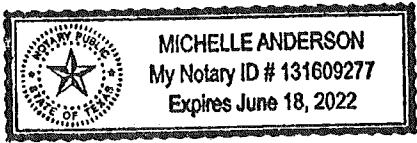
ACKNOWLEDGEMENT

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 2<sup>nd</sup> day of December, 2020, by Peter A. Dwyer, President of Cottonwood General Partner, L.L.C., a Texas limited liability company, General Partner of Cottonwood Holdings, Ltd., a Texas limited partnership on behalf of that limited liability company and limited partnership.

(SEAL)

*Michelle Anderson*  
Notary Public, State of Texas





SHADOWGLEN DEVELOPMENT CORPORATION,  
a Texas corporation

By: *[Signature]*  
Name: Peter A. Dwyer  
Title: President      12/2/2020

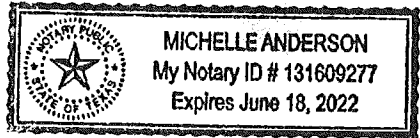
ACKNOWLEDGEMENT

THE STATE OF TEXAS      §  
COUNTY OF TRAVIS      §

This instrument was acknowledged before me on this 2<sup>nd</sup> day of December, 2020, by Peter A. Dwyer, President of Shadowglen Development Corporation, a Texas corporation, on behalf of that corporation.

(SEAL)

*[Signature]*  
Notary Public, State of Texas



LAS ENTRADAS DEVELOPMENT CORPORATION,  
a Texas corporation

By: *Peter A. Dwyer*  
Name: Peter A. Dwyer  
Title: President      12/2/2020

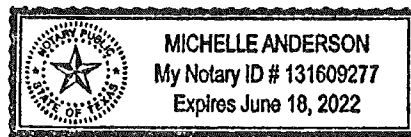
ACKNOWLEDGEMENT

THE STATE OF TEXAS      §  
COUNTY OF TRAVIS      §

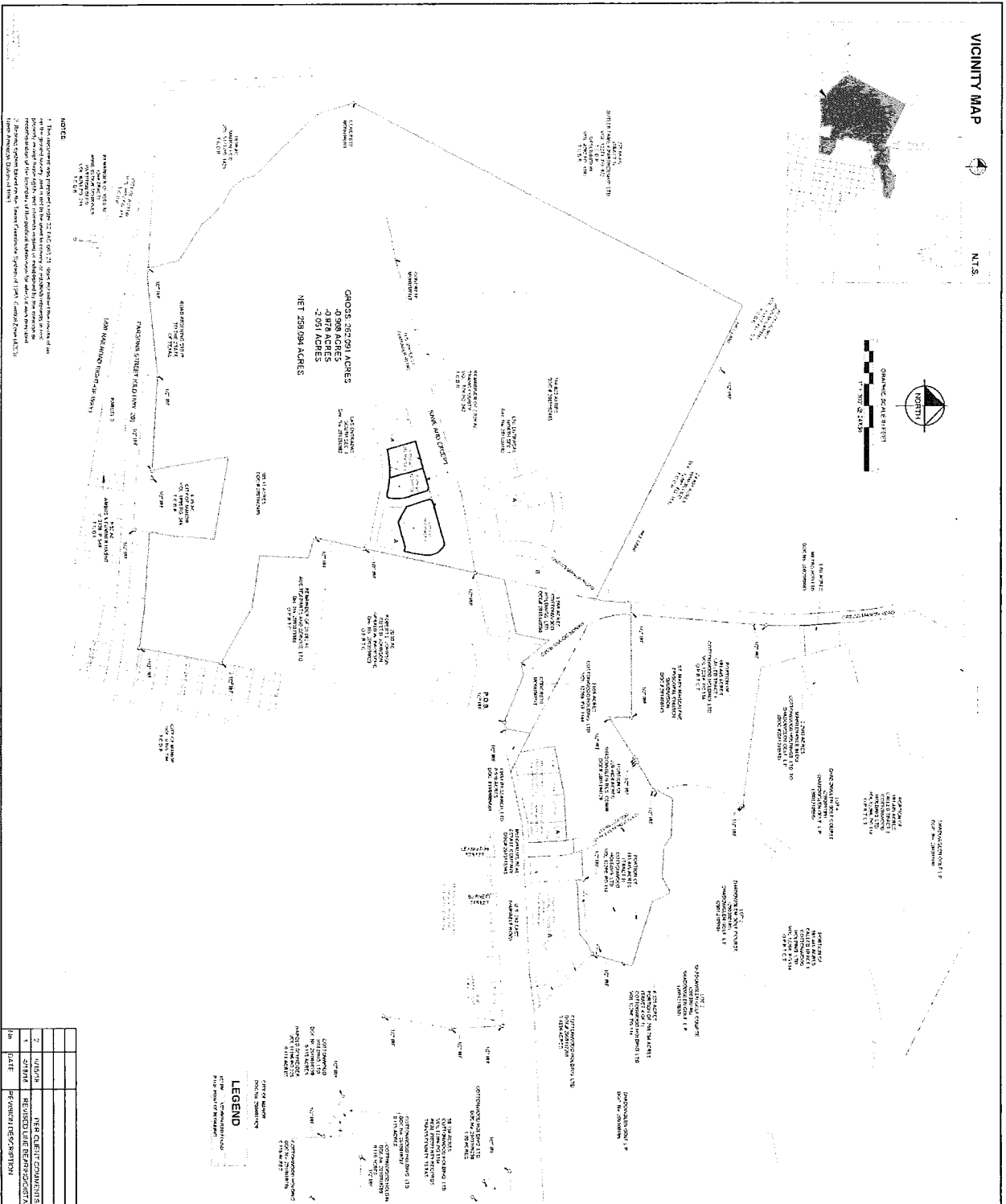
This instrument was acknowledged before me on this 2<sup>nd</sup> day of December  
2020, by Peter A. Dwyer, President of Las Entradas Development Corporation, a Texas  
corporation, on behalf of that corporation.

(SEAL)

*Michelle Anderson*  
Notary Public, State of Texas



**Exhibit "A"**  
**The Property**



**NOTES:**

- The land shown on this plat is the result of a survey conducted by the undersigned on or about the date hereon appearing and is not to be construed as a warranty of title or a representation of the accuracy of the information shown thereon.
- Boundaries shown on this plat are based on a survey of the land shown thereon.

NO.	DATE	REVISION DESCRIPTION
1		INITIAL SURVEY
2		REVISION DESCRIPTION

ENTRADA - GLEN  
PUBLIC IMPROVEMENT DISTRICT  
262.091 ACRES  
SITUATED IN THE WILLIAM STANDER  
SURVEY NO. 89, ABSTRACT NO. 74  
JAMES MANOR  
SURVEY NO. 40, ABSTRACT NO.  
CITY OF MANOR, TRAVIS COUNTY.

**Kimley-Horn**

Scale: As Shown  
Drawn by: [Name]  
Checked by: [Name]  
Date: [Date]



*Ra*

Rebecca Guerrero, County Clerk  
Travis County, Texas

Oct 26, 2022 09:59 AM Fee: \$46.00

2022172162

\*Electronically Recorded\*

ORIGINAL

**First Amendment to the Amended and Restated Agreement Regarding  
the Dissolution of the EntradaGlen Public Improvement District**

This First Amendment to the Amended and Restated Agreement Regarding the Dissolution of the EntradaGlen Public Improvement District (this "First Amendment") is entered into on this 19<sup>th</sup> day of October, 2022, by Cottonwood Holdings, Ltd., Shadowglen Development Corporation, and Las Entradas Development Corporation (collectively, the "Developer") and the City of Manor, a Texas home rule municipality (the "City"), herein sometimes referred to collectively as the Parties.

RECITALS

A. On July 18, 2018, the parties entered into the Agreement Regarding Dissolution of the EntradaGlen Public Improvement District (the "Original Dissolution Agreement"), recorded as Document No. 2018121739 in the Official Public Records of Travis County, Texas, which provided, among other things, that the Developer would not oppose dissolution of the PID if the first issuance of PID bonds or a levy of special assessments did not occur by August 31, 2021.

B. On October 29, 2020, the parties entered into the Amended and Restated Agreement Regarding the Dissolution of the EntradaGlen Public Improvement District (the "Dissolution Agreement"), recorded as Document No. 2020247406 in the Official Public Records of Travis County, Texas, which provided, among other things, that the Developer would not oppose dissolution of the District if the first issuance of PID bonds ("PID Bonds") or a levy of special assessments did not occur by October 31, 2022.

C. The Parties desire to provide for an extension to the dissolution of the District if special assessments are not levied or the PID Bonds are not issued by the deadline set forth herein.

**NOW, THEREFORE**, for and in consideration of the above recitals and the terms, conditions and agreements stated in this Agreement, the parties agree as follows:

1. The Recitals set forth above are incorporated herein and made a part of this First Amendment for all purposes.
2. All capitalized terms in this First Amendment shall have the same meanings as in the Dissolution Agreement unless expressly provided otherwise herein.
3. Section 2 of the Dissolution Agreement is hereby deleted and replaced with the following:

"2. The Developer agrees that this Agreement constitutes Developer's petition to dissolve the District under Section 372.011, Texas Local Government Code, and the City is hereby authorized to dissolve the District, in the event that (a) Hill Lane, as further described in the contemplated development agreement between the Parties (the "Development Agreement") is not constructed within eighteen (18) months after the effective date of the Development Agreement, or (b) by (i) the first issuance of PID Bonds are not issued, or (ii) a levy of special assessments does not occur, by November 30, 2022, whichever occurs

*P*

earlier (the “Authorization”). In such event, the Developer will not oppose the City’s dissolution of the District undertaken in accordance with this Agreement, and will cooperate with the City to cause the District to be dissolved. The Authorization shall terminate and expire upon the earlier of (i) the levy of special assessments or (ii) the first issuance of the PID Bonds.”

4. All terms and conditions of the Dissolution Agreement are hereby ratified and affirmed, as modified by this First Amendment. To the extent there is any inconsistency between the Dissolution Agreement and this First Amendment, the provisions of this First Amendment shall control.
5. This First Amendment shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws provisions, and venue shall lie in Travis County, Texas.
6. 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.
7. 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.

**IN WITNESS WHEREOF**, the parties have executed this First Amendment and this First Amendment is effective as of the first date indicated above.

*[signature pages follow]*



**CITY:**  
City of Manor, Texas  
a Texas home-rule municipal corporation

Attest:

By: *L Almaraz*  
Name: Lluvia T. Almaraz  
Title: City Secretary

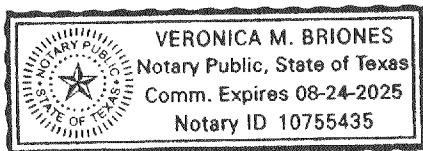
By: *Dr. Christopher Harvey*  
Name: Dr. Christopher Harvey  
Title: Mayor

THE STATE OF TEXAS           §  
COUNTY OF TRAVIS           §

This instrument was acknowledged before me on this 19<sup>th</sup> day of October, 2022 by Dr. Christopher Harvey, Mayor of the City of Manor, Texas, a Texas home-rule municipal corporation, on behalf of that corporation.

(SEAL)

*V Briones*  
Notary Public, State of Texas



*P*

**DEVELOPER:**

COTTONWOOD HOLDINGS, LTD., a Texas limited partnership

By: COTTONWOOD GENERAL PARTNER, L.L.C., a Texas limited liability company, as General Partner

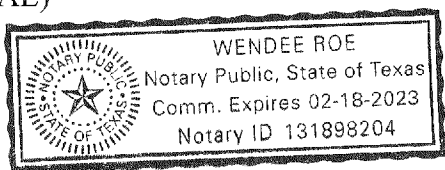
By: *[Signature]*  
Name: Peter A. Dwyer *10/18/2022*  
Title: President

ACKNOWLEDGEMENT

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 18 day of October, 2022, by Peter A. Dwyer, President of Cottonwood General Partner, L.L.C., a Texas limited liability company, General Partner of Cottonwood Holdings, Ltd., a Texas limited partnership on behalf of that limited liability company and limited partnership.

(SEAL)



*[Signature]*  
Notary Public, State of Texas



SHADOWGLEN DEVELOPMENT CORPORATION,  
a Texas corporation

By: *[Signature]*  
Name: Peter A. Dwyer      10/18/2022  
Title: President

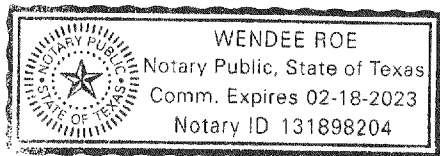
ACKNOWLEDGEMENT

THE STATE OF TEXAS      §  
COUNTY OF TRAVIS      §

This instrument was acknowledged before me on this 18 day of October,  
2022 by Peter A. Dwyer, President of Shadowglen Development Corporation, a Texas  
corporation, on behalf of that corporation.

(SEAL)

*[Signature]*  
Notary Public, State of Texas



LAS ENTRADAS DEVELOPMENT CORPORATION,  
a Texas corporation

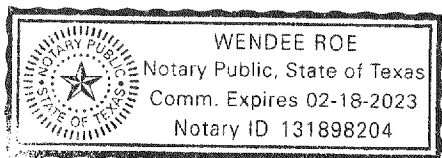
By: *P. Dwyer*  
Name: Peter A. Dwyer *10/18/2022*  
Title: President

ACKNOWLEDGEMENT

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 18 day of October,  
2022, by Peter A. Dwyer, President of Las Entradas Development Corporation, a Texas  
corporation, on behalf of that corporation.

(SEAL)



*Wendee Roe*  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

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



*Ra*

Rebecca Guerrero, County Clerk  
Travis County, Texas

Nov 21, 2022 01:22 PM Fee: \$46.00

2022182574

\*Electronically Recorded\*

ORIGINAL

**Second Amendment to the Amended and Restated Agreement Regarding  
the Dissolution of the EntradaGlen Public Improvement District**

This Second Amendment to the Amended and Restated Agreement Regarding the Dissolution of the EntradaGlen Public Improvement District (this “Second Amendment”) is entered into on this 11<sup>th</sup> day of November, 2022, by Cottonwood Holdings, Ltd., Shadowglen Development Corporation, and Las Entradas Development Corporation (collectively, the “Developer”) and the City of Manor, a Texas home rule municipality (the “City”), herein sometimes referred to collectively as the Parties.

RECITALS

A. On July 18, 2018, the parties entered into the Agreement Regarding Dissolution of the EntradaGlen Public Improvement District (the “Original Dissolution Agreement”), recorded as Document No. 2018121739 in the Official Public Records of Travis County, Texas, which provided, among other things, that the Developer would not oppose dissolution of the PID if the first issuance of PID bonds or a levy of special assessments did not occur by August 31, 2021.

B. On December 2, 2020, the parties entered into the Amended and Restated Agreement Regarding the Dissolution of the EntradaGlen Public Improvement District (the “Dissolution Agreement”), recorded as Document No. 2020247406 in the Official Public Records of Travis County, Texas, which provided that the Developer would not oppose dissolution of the District if Hill Lane was not constructed by January 7, 2023, or if the first issuance of PID bonds (“PID Bonds”) or a levy of special assessments did not occur by October 31, 2022.

C. On October 19, 2022, the parties entered into the First Amendment to the Restated Agreement Regarding the Dissolution of the EntradaGlen Public Improvement District (the “First Amendment”), recorded as Document No. 2022172162 in the Official Public Records of Travis County, Texas, which provided, an extension to dissolution of the District from October 31, 2022, to November 30, 2022, to provide time for the Parties to negotiate a longer extension.

D. The Parties have come to an agreement and desire to provide for an extension to the dissolution of the District if special assessments are not levied or the PID Bonds are not issued by the deadline set forth herein.

**NOW, THEREFORE**, for and in consideration of the above recitals and the terms, conditions and agreements stated in this Agreement, the parties agree as follows:

1. The Recitals set forth above are incorporated herein and made a part of this Second Amendment for all purposes, and the Recitals herein correctly reflect the date the Parties entered into the Dissolution Agreement, which was incorrectly stated in Recital B of the First Amendment.
2. All capitalized terms in this Second Amendment shall have the same meanings as in the Dissolution Agreement unless expressly provided otherwise herein.

3. Section 2 of the Dissolution Agreement and as amended by the First Amendment is hereby deleted in its entirety and replaced with the following:

“2. The Developer agrees that this Agreement constitutes Developer’s petition to dissolve the District under Section 372.011, Texas Local Government Code, and the City is hereby authorized to dissolve the District, in the event that (a) Hill Lane, as further described in the contemplated development agreement between the Parties (the “Development Agreement”) is not constructed within eighteen (18) months after the effective date of the Development Agreement, or (b) by (i) the first issuance of PID Bonds are not issued, or (ii) a levy of special assessments does not occur, by May 31, 2023, whichever occurs earlier (the “Authorization”). In such event, the Developer will not oppose the City’s dissolution of the District undertaken in accordance with this Agreement, and will cooperate with the City to cause the District to be dissolved. The Authorization shall terminate and expire upon the earlier of (i) the levy of special assessments or (ii) the first issuance of the PID Bonds.”

4. All terms and conditions of the Dissolution Agreement are hereby ratified and affirmed, as modified by this Second Amendment. To the extent there is any inconsistency between the Dissolution Agreement, the First Amendment, and this Second Amendment, the provisions of this Second Amendment shall control.
5. This Second Amendment shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws provisions, and venue shall lie in Travis County, Texas.
6. The Parties hereto agree and understand that no oral agreements, or understandings, shall be binding, unless reduced to a writing which is signed by said Parties. The Parties hereto agree and understand that this Second Amendment shall be binding on them, their personal representatives, heirs, successors and assigns.
7. This Second Amendment may be executed in multiple counterparts, each of which will be deemed an original, and all of which will constitute one and the same agreement.

**IN WITNESS WHEREOF**, the parties have executed this Second Amendment and this Second Amendment is effective as of the first date indicated above.

*[signature pages follow]*

**CITY:**  
**City of Manor, Texas**  
a Texas home-rule municipal corporation

Attest:

By: [Signature]  
Name: Lluvia T. Almaraz  
Title: City Secretary

[Signature]  
Name: Dr. Christopher Harvey  
Title: Mayor



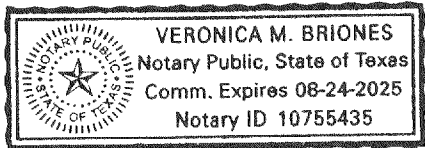
**THE STATE OF TEXAS**  
**COUNTY OF TRAVIS**

§

This instrument was acknowledged before me on this 16<sup>th</sup> day of November, 2022 by Dr. Christopher Harvey, Mayor of the City of Manor, Texas, a Texas home-rule municipal corporation, on behalf of that corporation.

(SEAL)

[Signature]  
Notary Public, State of Texas



**DEVELOPER:**

COTTONWOOD HOLDINGS, LTD., a Texas limited partnership

By: COTTONWOOD GENERAL PARTNER, L.L.C., a Texas limited liability company, as General Partner

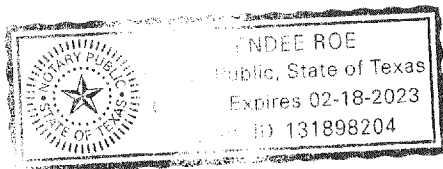
By: *[Signature]*  
Name: Peter A. Dwyer *11/16/2022*  
Title: President

ACKNOWLEDGEMENT

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 16 day of November, 2022 by Peter A. Dwyer, President of Cottonwood General Partner, L.L.C., a Texas limited liability company, General Partner of Cottonwood Holdings, Ltd., a Texas limited partnership on behalf of that limited liability company and limited partnership.

(SEAL)



*[Signature]*  
Notary Public, State of Texas

SHADOWGLEN DEVELOPMENT CORPORATION,  
a Texas corporation

By: *Peter A. Dwyer*  
Name: Peter A. Dwyer *11/16/2022*  
Title: President

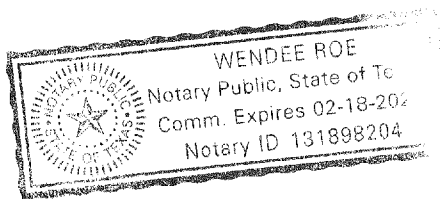
ACKNOWLEDGEMENT

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 16 day of November,  
2022 by Peter A. Dwyer, President of Shadowglen Development Corporation, a Texas  
corporation, on behalf of that corporation.

(SEAL)

*Wendee Roe*  
Notary Public, State of Texas



LAS ENTRADAS DEVELOPMENT CORPORATION,  
a Texas corporation

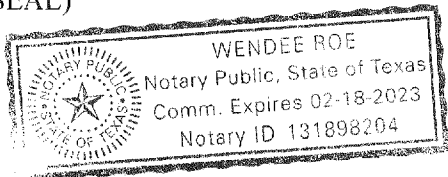
By: *Peter A. Dwyer*  
Name: Peter A. Dwyer *11/16/2022*  
Title: President

ACKNOWLEDGEMENT

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 16 day of November,  
2022, by Peter A. Dwyer, President of Las Entradas Development Corporation, a Texas  
corporation, on behalf of that corporation.

(SEAL)



*Wendee Roe*  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

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



**EXHIBIT “B”**

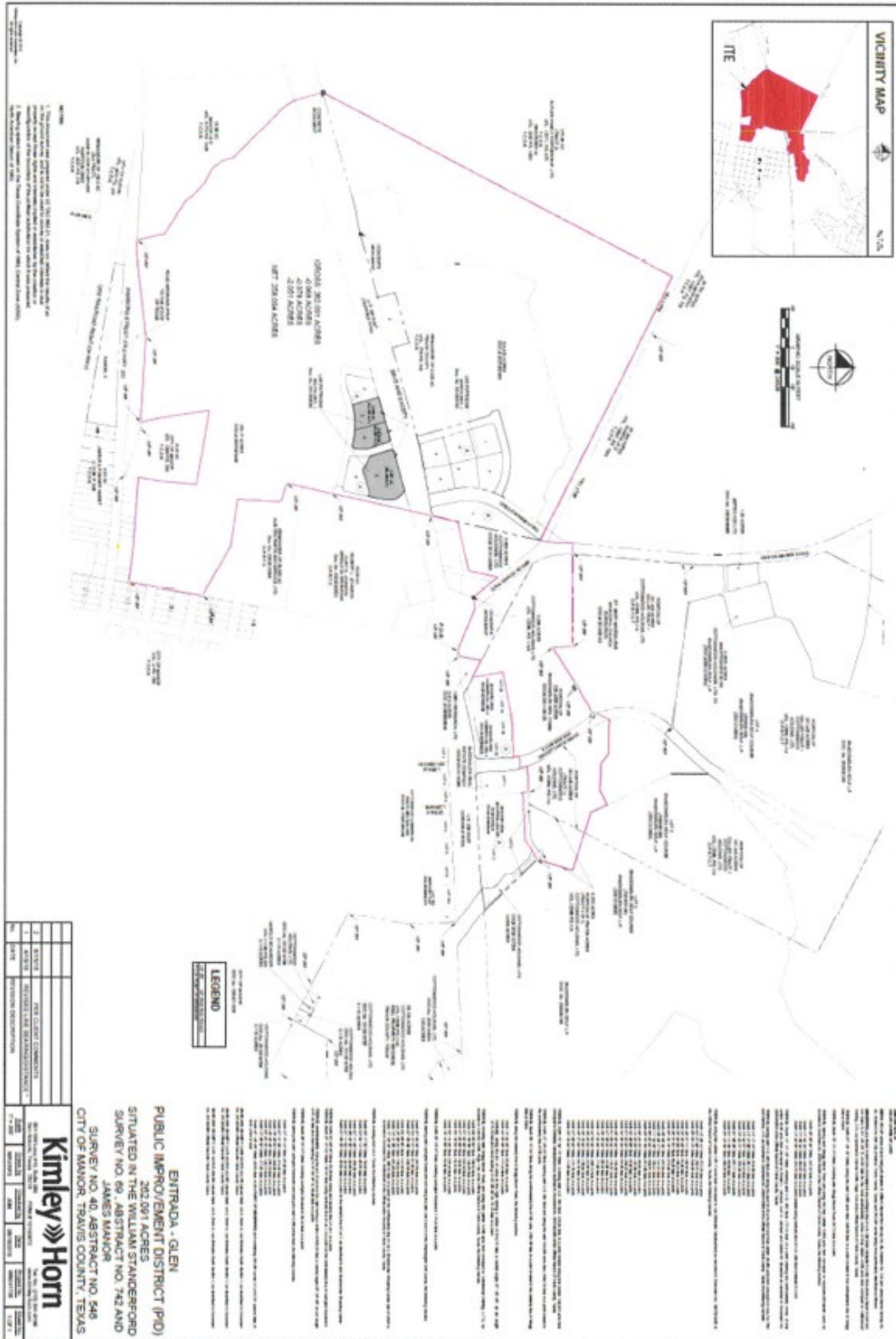
**CITY OF MANOR, TEXAS NOTICE OF PUBLIC HEARING REGARDING THE DISSOLUTION OF THE ENTRADAGLEN PUBLIC IMPROVEMENT DISTRICT**

Pursuant to Section 372.009(c) and (d) of the Texas Local Government Code, as amended (the “Act”), notice is hereby given that the City Council of the City of Manor, Texas (“City”), will hold a public hearing to accept public comments and discuss the petition (the “Petition”), filed by Cottonwood Holdings, Ltd., Shadowglen Development Corporation, and Las Entradas Development Corporation (collectively, the “Owner”), requesting that the City dissolve the EntradaGlen Public Improvement District (the “District”) as further described herein.

Time and Place of the Hearing. The public hearing will be held at a regular meeting of the Manor City Council beginning at or after 7:00 p.m. on July 5, 2023, at Manor City Hall City Council Chambers, 105 E. Eggleston Street, Manor, Texas 78653. A copy of the EntradaGlen Public Improvement District petition is available for public review at the office of the City Secretary, located at 105 E. Eggleston Street, Manor, Texas 78653.

District Boundaries. The District includes approximately 262.091 acres of land within the corporate limits of the City, as generally depicted or described on the map provided herein as Exhibit A, said map, as well as the metes and bounds description, are also available at Manor City Hall, Office of the City Secretary, located at 105 E. Eggleston Street, Manor, Texas 78653 and available for public inspection during regular business hours.

**Exhibit A**  
**EntradaGlen PID Boundary Map**





**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** June 7, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a resolution accepting the petition to create the Newhaven Public Improvement District (PID) and setting a public hearing to consider the creation of the Newhaven PID.

**BACKGROUND/SUMMARY:**

On April 19, 2023, Gregg Lane Dev LLC ( "Developer") and the City, along with Monarch Ranch at Manor LLC entered into a Development Agreement for a master-planned residential community on an approximately 90.35-acre tract with the intent to create a PID. The attached resolution is provided for City Council consideration to accept the Developer’s petition to create the Newhaven PID and schedule a public hearing for the creation of the Newhaven PID.

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

- Resolution No. 2023-26

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve Resolution No. 2023-26 accepting the petition to create the Newhaven Public Improvement District (PID) and setting a public hearing to consider the creation of the Newhaven PID.

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

**RESOLUTION NO. 2023-26**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS ACCEPTING A PETITION FOR THE CREATION OF THE NEWHAVEN PUBLIC IMPROVEMENT DISTRICT; SETTING A PUBLIC HEARING UNDER SEC. 372.009 OF THE TEXAS LOCAL GOVERNMENT CODE ON THE ADVISABILITY OF THE CREATION OF THE NEWHAVEN PUBLIC IMPROVEMENT DISTRICT WITHIN THE CITY OF MANOR, TEXAS; AND AUTHORIZING THE ISSUANCE OF NOTICE BY THE CITY SECRETARY OF MANOR, TEXAS REGARDING THE PUBLIC HEARING.**

**WHEREAS**, the City of Manor, Texas (the “City”) is authorized by Chapter 372, Texas Local Government Code, as amended (the “Act”) to create a public improvement district within its corporate limits and its extraterritorial jurisdiction and to levy special assessments against property within the district to pay the costs of public improvement projects that confer a special benefit on property within the district; and

**WHEREAS**, on March 17, 2022, Gregg Lane Dev, LLC, a Texas limited liability company (the “Petitioner”), submitted and filed with the City Secretary of the City (the “City Secretary”) pursuant to the Act a “Petition for the Creation of a Public Improvement District to Finance Improvements to the Newhaven Development” (the “Petition”), attached hereto as Exhibit “A” and incorporated herein for all purposes, requesting the establishment of a public improvement district covering approximately 90.3 acres described in the Petition, to be known as the Newhaven Public Improvement District (the “District”); and

**WHEREAS**, Petitioner represents that they constitute (i) the owners of taxable real property representing more than fifty percent (50%) of the appraised value of taxable real property liable for assessment under the proposal in the Petition, as determined by the current roll of the appraisal district in which the property is located and (ii) the record owners of real property liable for assessment under the proposal who: (A) constitute more than fifty percent (50%) of all record owners of property that is liable for assessment under the proposal in the Petition; or (B) own taxable real property that constitutes more than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal in the Petition, within the corporate limits of the City. It is further asserted that Petitioner includes the intended successors in interest to certain owners of taxable real property within the area proposed for the District and who will be responsible for the assessments against the property within the District; and

**WHEREAS**, the Act states that a Petition to create a public improvement district is sufficient if signed by owners of more than fifty percent (50%) of the taxable real property, according to appraised value, and either of the following: more than fifty percent (50%) of the area of all taxable real property liable for assessment under the proposal, or more than fifty percent (50%) of all record owners of property liable for assessment; and

**WHEREAS**, Petitioner describes the general nature of the proposed public improvements as (i) the establishment of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, pavilions, community facilities, swimming pools, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein; (ii) landscaping; (iii) acquisition, construction, and improvement of water, wastewater and drainage facilities; (iv) acquisition, construction and improvement of streets, roadways, rights-of-way and related facilities; (v) entry monumentation and features; (vi) signage; (vii) projects similar to those listed in subsections (i) – (vi) above; and (viii) payment of costs associated with constructing and financing the public improvements listed in subparagraphs (i) – (vii) above, including costs of establishing, administering and operating the District (collectively, the “Authorized Improvements”); and

**WHEREAS**, Petitioners estimate the cost of the proposed public improvements is \$10,000,000.00 (including issuance and other financing costs) and that said cost will be recovered through an assessment against property in the District which will result in each parcel paying its fair share of the costs of public improvements based on the special benefits received by the property; and

**WHEREAS**, the Act further requires that prior to the adoption of the resolution determining the boundaries of the District, the City Council of Manor, Texas (the “City Council”) must hold a public hearing on the advisability of the improvements, the nature of the improvements contemplated, the estimated costs of the improvements, the method of assessment, and the apportionment, if any, of the costs between the District and the City; and

**WHEREAS**, in order to hold a public hearing for the creation of a public improvement district, notice must be: (i) published in a newspaper of general circulation in the City, and (ii) mailed to the address of each owner of property located in the proposed District, as reflected on the tax rolls, before the fifteenth (15th) day before the date of the hearing in accordance with the Act.

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

**SECTION 1.** The City Council hereby approves the recitals contained in the preamble of this Resolution and finds that all the recitals are true and correct and incorporate the same in the body of this Resolution as findings of fact.

**SECTION 2.** City staff reviewed the Petition attached hereto as Exhibit “A” and determined that same complied with the requirements of the Act and the City Council accepts the Petition. The Petition is filed with the office of the City Secretary and is available for public inspection.

**SECTION 3.** The City Council calls a public hearing to be scheduled at or after 7:00 p.m. on July 5, 2023 to be held at Manor City Hall City Council Chambers, 105 E. Eggleston Street, Manor, Texas 78653 pursuant to the form of the Notice (hereinafter defined) attached hereto as Exhibit “B”, for the purpose of hearing public testimony on the advisability of the improvements, the nature of the improvements contemplated, the estimated costs of the improvements, the boundaries of the District, the method of assessment, and the apportionment, if any, of the costs between the District and the

City. All residents and property owners within the District and all other persons are hereby invited to appear in person, or by their attorney, and speak on the creation of the District.

**SECTION 4.** The Public Hearing may be adjourned from time to time. Upon the closing of the Public Hearing, the City Council may consider the adoption of a resolution creating the District or may defer the adoption of such a resolution for up to six (6) months. The creation of the District is within the sole discretion of the City Council.

**SECTION 5.** Attached hereto as Exhibit “B” is a form of the Notice of Public Hearing (the “Notice”), the form and substance of which is hereby adopted and approved; provided that the Notice may be updated as determined necessary by the City to comply with the Act.

**SECTION 6.** The City Council hereby authorizes and directs the City Secretary, on or before June 16, 2023, in accordance with the Act, to: (a) publish notice of the public hearing in a newspaper of general circulation in the City; and (b) mail notice of the public hearing to the owners of the property located in the proposed District as reflected on the tax rolls.

**SECTION 7.** If any section, article, paragraph, sentence, clause, phrase or word in this resolution or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this resolution; and the City Council hereby declares it would have passed such remaining portions of the resolution despite such invalidity, which remaining portions shall remain in full force and effect.

**SECTION 8.** This Resolution shall be in full force and effect from and after its passage, and it is accordingly so resolved.

**PASSED AND ADOPTED** by the City Council of Manor, Texas, at a regular meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, at which a quorum was present, and for which due notice was given pursuant to Government Code, Chapter 551.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

\_\_\_\_\_  
Lluvia T. Almaraz, City Secretary  
City of Manor, Texas

[CITY SEAL]

**EXHIBIT "A"  
PETITION FOR CREATION OF DISTRICT**

PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT TO FINANCE IMPROVEMENTS TO THE NEWHAVEN DEVELOPMENT

THE STATE OF TEXAS §
CITY OF MANOR §

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF MANOR

The undersigned petitioner (the "Petitioner"), acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), requests that the City of Manor create a public improvement district (the "District) in the territory described in Exhibit A attached hereto (the "Land") within the City of Manor, Texas (the "City"), and in support of this petition the Petitioner would present the following:

Section 1. Standing of Petitioner. In compliance with the requirements of Texas Local Government Code, Section 372.005(b), as determined by the current tax roll of the Travis Central Appraisal District, the Petitioner constitutes: (i) the owner of taxable real property representing more than 50% of the appraised value of real property liable for assessment under the proposal described herein, and (ii) the record owner of taxable real property that constitutes more than 50% of the area of all taxable real property that is liable for assessment under such proposal.

Section 2. General Nature of the Proposed Construction and Maintenance of the Public Improvements. The general nature of the proposed public improvements are: (i) the establishment of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, pavilions, community facilities, swimming pools, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein; (ii) landscaping; (iii) acquisition, construction, and improvement of water, wastewater and drainage facilities; (iv) acquisition, construction and improvement of streets, roadways, rights-of-way and related facilities; (v) entry monumentation and features; (vi) signage; (vii) projects similar to those listed in subsections (i) – (vi) above; and (viii) payment of costs associated with constructing and financing the public improvements listed in subparagraphs (i) – (vii) above, including costs of establishing, administering and operating the District.

Section 3. Estimated Cost and Terms of the Proposed Construction of the Public Improvements. The estimated cost of the proposed construction is \$10,000,000.00 (including issuance and other financing costs).

Section 4. Boundaries. The proposed boundaries of the District are described on Exhibit A attached hereto.

Section 5. Method of Assessment. An assessment methodology will be prepared that will address: (i) how the costs of the public improvements financed with the assessments are assessed against the property in the District, (ii) the assessments to be collected each year, and (iii) reduction of the assessments for costs savings (pursuant to the annual review of the service plan for the District). Additionally, a report will be prepared showing the special benefits accruing to property in the District and how the costs of the public improvements are assessed to property on



the basis of the special benefits. The result will be that equal shares of the costs will be imposed on property similarly benefited.

The assessment methodology will result in each parcel paying its fair share of the costs of the public improvements provided with the assessments based on the special benefits received by the property from the public improvements and property equally situated paying equal shares of the costs of the public improvements.

Section 6. Apportionment of Cost between the City and the District. Approval and creation of the PID will not obligate the City to provide any funds to finance the proposed public improvements. All of the costs of the proposed public improvements will be paid by assessments of the property within the District and from other sources of funds, if any, available to the owner of the Land.

Section 7. Management of the District. The City will manage the District, or, to the extent allowed by law, the City may contract with either a non-profit, or a for-profit organization including a Public Facilities Corporation created by the City pursuant to Chapter 303, Texas Local Government Code, to carry out all or a part of the responsibilities of managing the District, including the day-to-day management and administration of the District.

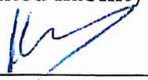
Section 8. Advisory Board. An advisory board may be established by the City Council of the City (the "*City Council*") and recommend an improvement plan to the City Council.

The signer of this petition requests the establishment for the District and this petition will be filed with the City Secretary in support of the creation of the District by the City Council as herein provided.

[Signature on following page]

**PETITIONER:**

**Gregg Lane Dev, LLC,**  
a Texas limited liability company

By:  \_\_\_\_\_

Name: Shaun Vembutty

Title: Manager

Date: 3/15/2022

**EXHIBIT A**  
**PROPERTY DESCRIPTION**



Professional Land Surveying, Inc.  
Surveying and Mapping

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

3500 McCall Lane  
Austin, Texas 78744

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

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

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

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

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

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

1662-001-30.580 AC

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

1662-001-30.580 AC

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

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

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

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

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

1662-001-30.580 AC

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

Surveyed on the ground on August 3, 2020.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-line Positioning User Service (OPUS).

Attachments: Drawing 1662-001-30.580ac

*Paul J. Flugel* 1-6-2021

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





**Professional Land Surveying, Inc.**  
**Surveying and Mapping**

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

3500 McCall Lane  
 Austin, Texas 78744

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

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

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

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

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

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

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



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

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

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

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

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

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

Surveyed on the ground on August 3, 2020.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-line Positioning User Service (OPUS).

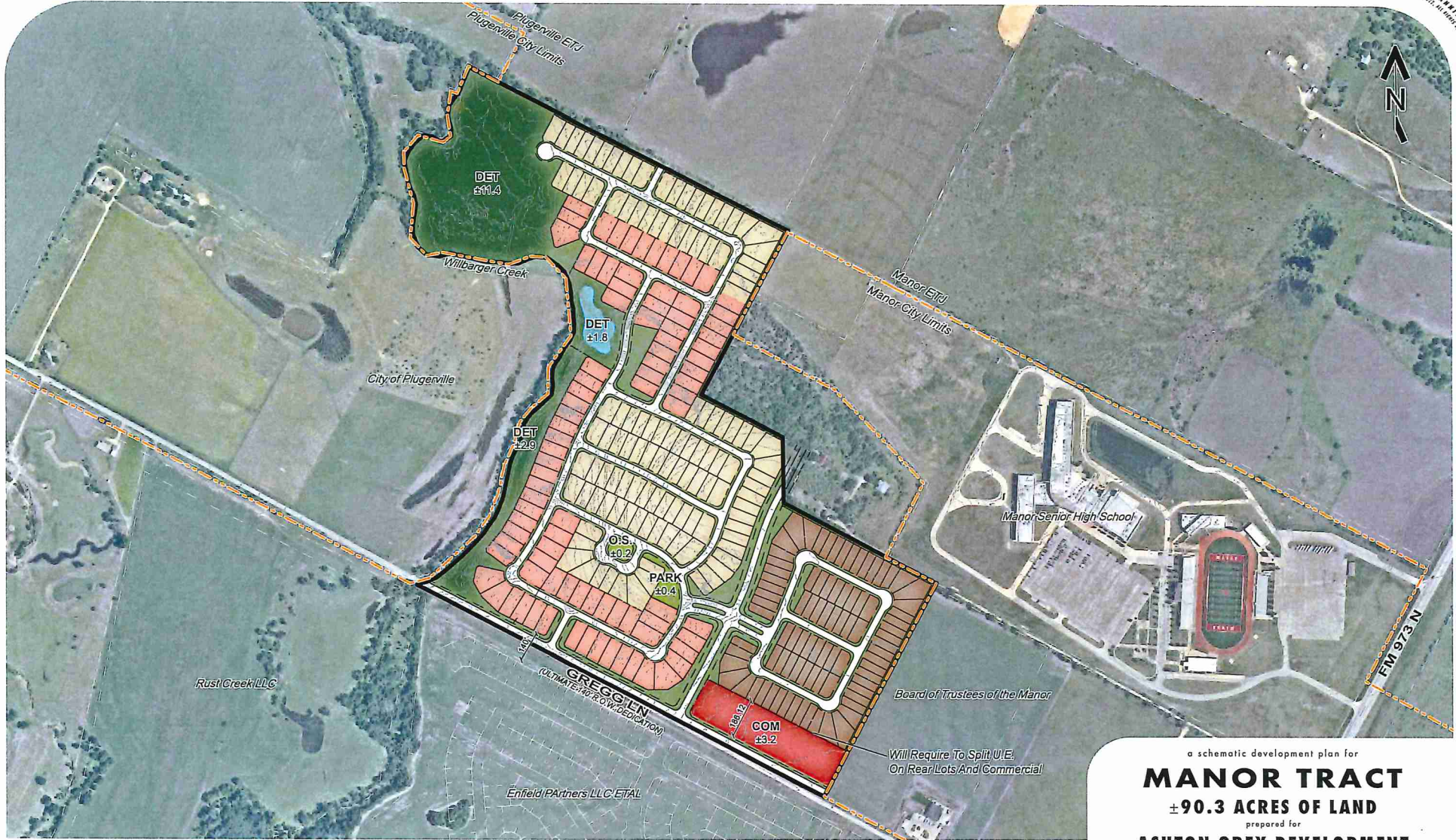
Attachments: Drawing 1662-001-59.765ac

*Paul J. Flugel* 1-18-2021

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



1662-001-59.765 ACS



a schematic development plan for  
**MANOR TRACT**  
 ±90.3 ACRES OF LAND  
 prepared for  
**ASHTON GREY DEVELOPMENT**

**LOT SUMMARY**

40'x120'	86 LOTS	29%
50'x120'	122 LOTS	41%
60'x125'	89 LOTS	30%
<b>TOTAL</b>	<b>297 LOTS</b>	

**META**  
 PLANNING + DESIGN  
 24275 Katy Freeway, Ste. 200  
 Katy, Texas 77494  
 Tel: 281-810-1422  
 MTA-78007  
 MARCH 10, 2022

THIS DRAWING IS A GRAPHIC REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS NOT FOR COMPUTATION OR CONSTRUCTION PURPOSES. SAID DRAWING IS A SCANNED IMAGE ONLY AND IS SUBJECT TO CHANGE WITHOUT NOTICE. META PLANNING + DESIGN ANY OR MAY NOT INTEGRATE ADDITIONAL INFORMATION PROVIDED BY OTHER CONSULTANTS, INCLUDING BUT NOT LIMITED TO THE TOPICS OF ENGINEERING AND DRAINAGE, FLOODPLAINS, AND/OR ENVIRONMENTAL ISSUES AS THEY RELATE TO THIS DRAWING. NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE PHYSICAL DESIGN, LOCATION, AND CHARACTER OF THE FACILITIES SHOWN ON THIS MAP ARE INTENDED. ADDITIONALLY, NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

Gregg Lane Dev LLC  
Newhaven Public Improvement District

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March 8, 2022

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Exhibit A  
**Newhaven Public Improvement District**  
**DRAFT** PID Summary  
 March 8, 2022

Land Plan	
<b>Lot Type</b>	<b>Units/SF</b>
40'	86
50'	122
60'	89
Commercial	27,878

Values	
Total Improved Land Value	\$ 28,857,920
Total Assessed Value	\$ 144,289,600
Value to Lien	4.87

Assessments	
Bond Issuance Date	9/1/2022
Bond Term	30
Interest Rate	4.25%

<b>Bond Proceeds</b>	<b>\$ 5,920,000</b>
Reserve Fund	\$ (361,813)
First Year Administrative Fund	\$ (40,000)
Capitalized Interest (12 months)	\$ (251,600)
Underwriter's Discount (3.00%)	\$ (177,600)
Cost of Issuance (6.00%)	\$ (355,200)
<b>Net Bond Proceeds</b>	<b>\$ 4,733,788</b>

Single Family Assessment/ Unit	\$ 15,181
Commercial Assessment/SF	\$ 10.26

Costs	
Authorized Improvements	\$ 13,974,437
Bond Issuance Costs	\$ 1,186,213
Less: Bond Proceeds	\$ (5,920,000)
<b>Developer Contribution</b>	<b>\$ 9,240,650</b>

Average Annual Installments	
First Annual Installment Due	1/31/2023
Total Average Annual Installment	\$ 432,861
Single Family Average Annual Installment	\$ 1,110
Commercial Average Annual Installment/SF	\$ 0.75

Equivalent Tax Rates	
PID Equivalent Tax Rate / \$100 AV	\$ 0.3000
Total Tax Rate after PID / \$100 AV	\$ 3.1137

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**Exhibit B  
Newhaven Public Improvement District  
Authorized Improvements  
March 8, 2022**

<b>Authorized Improvements [a]</b>		<b>IA #1</b>
<i>Internal Improvements</i>		
Landscaping [b]	\$	1,803,752
Drainage Improvements	\$	2,393,170
Detention Pond	\$	1,028,500
Erosion Control	\$	122,213
Street & Site Improvements	\$	2,322,682
Collector Road Street and Site Improvements	\$	311,799
Lift Station and Forcemain	\$	698,409
Earthwork and Demolition	\$	374,729
Traffic Improvements	\$	822,468
District Formation Costs	\$	300,000
Non-Design Fees & Expenses	\$	1,088,944
Contingency	\$	1,017,772
Engineering	\$	1,690,000
<b>Total Internal Improvements</b>	<b>\$</b>	<b>13,974,437</b>
<i>Private Improvements</i>		
Waterline Improvements	\$	1,319,379
Wastewater Line Improvements	\$	1,520,749

Footnotes:

[a] Per preliminary OPC Prepared by Jones & Carter dated 12/7/21. Excludes dry utilities & impact fees as they are not PID eligible.

[b] Per Bruno Land Design preliminary bid. Excludes Brick Wall, Park Amenities and Trees as these are PUD items.

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Exhibit C  
 Newhaven Public Improvement District  
 AV and Assessment Spread  
 March 8, 2022

Lot Type	Units/SF [a]	Improved Land Value		Assessed Value		Total Assessment	Average Annual Installment	Assessment Per Unit/SF	Average Annual Installment Per Unit/SF	PID Equivalent Tax Rate
		per Unit/SF [b]	Improved Land Total Value	per Unit/SF [c]	Assessed Value					
40'	86	\$ 74,000	\$ 6,364,000	\$ 370,000	\$ 31,820,000	\$ 1,305,530	\$ 95,458	\$ 15,181	\$ 1,110	\$ 0.3000
50'	122	\$ 100,000	\$ 12,200,000	\$ 500,000	\$ 61,000,000	\$ 2,502,744	\$ 182,997	\$ 20,514	\$ 1,500	\$ 0.3000
60'	89	\$ 100,000	\$ 8,900,000	\$ 500,000	\$ 44,500,000	\$ 1,825,773	\$ 133,497	\$ 20,514	\$ 1,500	\$ 0.3000
Commercial	27,878	\$ 50	\$ 1,393,920	\$ 250	\$ 6,969,600	\$ 285,953	\$ 20,908	\$ 10.26	\$ 0.75	\$ 0.3000
<b>IA #1 Total</b>	<b>297</b>		<b>\$ 28,857,920</b>		<b>\$ 144,289,600</b>	<b>\$ 5,920,000</b>	<b>\$ 432,861</b>			<b>\$ 0.3000</b>

Footnotes:

- [a] Per Meta Planning & Design development plan dated, 2/15/22. Assumes 20% FAR for Commercial site.
- [b] For purposes of this analysis, estimated improved land has been calculated at 20% of Assessed Value.
- [c] Estimated AV/ unit provided by client October 2021.

Exhibit D  
 Newhaven Public Improvement District  
 Value to Lien Analysis  
 March 8, 2022

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Value to Lien		IA #1
Total Assessment	[1]	\$ 5,920,000
<i>Bond Issuance Costs</i>		
Reserve Fund		\$ 361,813
First Year Administrative Fund		\$ 40,000
Capitalized Interest (12 months)		\$ 251,600
Underwriter's Discount (3.00%)		\$ 177,600
Cost of Issuance (6.00%)		\$ 355,200
	[2]	\$ 1,186,213
<b>Net Proceeds</b>	<b>[3] = [1] - [2]</b>	<b>\$ 4,733,788</b>
Total Improved Land Value	[4]	\$ 28,857,920
Assessed Value	[5]	
Value applied to previous Bond Issuances	[6]	
<b>Estimated Bond Sale Valuation</b>	<b>[7] = [4] + [5] - [6]</b>	<b>\$ 28,857,920</b>
Total Assessment	[1]	\$ 5,920,000
<b>Value to Lien</b>	<b>[8] = [7] ÷ [1]</b>	<b>4.87</b>
<b>Net Construction Proceeds</b>	<b>[3]</b>	<b>\$ 4,733,788</b>
<b>Construction Costs</b>	<b>[9]</b>	<b>\$ (13,974,437)</b>
<b>Net Equity Investment by Developer</b>	<b>[3] + [9]</b>	<b>\$ (9,240,650)</b>

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Exhibit E  
Newhaven Public Improvement District  
Ad Valorem Tax Revenues  
March 8, 2022

Tax Entity	Ad Valorem Tax Rate [a]	Estimated Annual Ad Valorem Revenues [b]
Travis County	\$ 0.3744	\$ 540,161
City of Manor	\$ 0.7722	\$ 1,114,204
Travis Central Health	\$ 0.1103	\$ 159,160
Austin Community College	\$ 0.1048	\$ 151,216
Manor ISD	\$ 1.3520	\$ 1,950,795
Travis County ESD #12	\$ 0.1000	\$ 144,290
<b>Total</b>	<b>\$ 2.8137</b>	<b>\$ 4,059,826</b>

Footnotes:

[a] 2021 rates per Travis Central Appraisal District.

[b] Assumes an Estimated Buildout Value of \$144,289,600.



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Exhibit F  
 Newhaven Public Improvement District  
 Competitive Communities Tax Rates  
 March 8, 2022

Competitive Tax Rate Rankings	
Lagos - Manor	3.2602
Presidential Glen	3.1137
<b>Gregg Lane</b>	<b>3.1137</b>
Shadow Glen	2.9315
Presidential Meadows	2.8915
Whisper Valley	2.5442
Harris Branch	2.4825

<b>Market Average</b>	<b>2.8706</b>
-----------------------	---------------

Gregg Lane	
Travis County	0.3744
City of Manor	0.7722
Travis Central Health	0.1103
Austin Community College	0.1048
Manor ISD	1.3520
Travis County ESD #12	0.1000
	<u>2.8137</u>
Plus: Gregg Lane PID	0.3000
<b>Total</b>	<b><u>3.1137</u></b>

Shadow Glen	
Travis County	0.3744
Travis Central Health	0.1103
Austin Community College	0.1048
Manor ISD	1.3520
Travis County ESD #12	0.1000
	<u>2.0415</u>
Travis County MUD #2	0.8900
<b>Total</b>	<b><u>2.9315</u></b>

Presidential Glen	
City of Manor	0.7722
Travis County	0.3744
Travis Central Health	0.1103
Austin Community College	0.1048
Manor ISD	1.3520
Travis County ESD #12	0.1000
	<u>2.8137</u>
Presidential Glen MUD	0.3000
<b>Total</b>	<b><u>3.1137</u></b>

Presidential Meadows	
Travis County	0.3744
Travis Central Health	0.1103
Austin Community College	0.1048
Manor ISD	1.3520
Travis County ESD #12	0.1000
	<u>2.0415</u>
Cottonwood Creek MUD #1	0.8500
<b>Total</b>	<b><u>2.8915</u></b>

Whisper Valley	
Travis County	0.3744
Travis Central Health	0.1103
Austin Community College	0.1048
Manor ISD	1.3520
Travis County ESD #12	0.1000
	<u>2.0415</u>
Whisper Valley PID	0.5027
<b>Total</b>	<b><u>2.5442</u></b>

Harris Branch	
City of Austin	0.5410
Travis County	0.3744
Travis Central Health	0.1103
Austin Community College	0.1048
Manor ISD	1.3520
	<u>2.4825</u>
Austin MUD No. 2	-
<b>Total</b>	<b><u>2.4825</u></b>

Lagos - Manor	
Travis County	0.3744
City of Manor	0.7722
Travis Central Health	0.1103
Austin Community College	0.1048
Manor ISD	1.3520
Travis County ESD #12	0.1000
	<u>2.8137</u>
Lagos - Manor PID	0.4465
<b>Total</b>	<b><u>3.2602</u></b>

Note: Tax rates shown are for Tax Year 2021.



Exhibit G  
 Newhaven Public Improvement District  
 Improvement Area #1 Bond  
 March 8, 2022

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Item 25.

**Sources:**

Assessment Amount (4.25% Interest Rate) \$ 5,920,000

**Uses:**

Reserve Fund (Maximum Annual Debt Service) 361,813  
 First Year Administrative Fund 40,000  
 Capitalized Interest (12 months) 251,600  
 Underwriter Discount/Underwriter's Counsel Fee (3%) 177,600  
 Cost of Issuance (6.00%) 355,200  
 Net Bond Proceeds \$ 4,733,788

PID Equivalent Tax Rate \$ 0.3000  
 Average Installment \$ 432,861  
 Minimum Debt Service Coverage 1.00

Issuance Date: September 1 2022

Annual Installment Due 1/31	Principal	Interest Rate	Annual Interest Due	Principal + Interest	Administrative Expenses [a]	Additional Interest Reserve [b]	P & I + Admin + Reserves	Capitalized Interest [c]	Reserve Fund Releases	PID Annual Installment
2023	\$ -	4.25%	\$ 251,600	\$ 251,600	\$ 40,800	\$ 29,600	\$ 322,000	\$ 251,600	\$ -	\$ 70,400
2024	110,000	4.25%	251,600	361,600	41,616	29,600	432,816	-	-	432,816
2025	110,000	4.25%	246,925	356,925	42,448	29,050	428,423	-	-	428,423
2026	115,000	4.25%	242,250	357,250	43,297	28,500	429,047	-	-	429,047
2027	120,000	4.25%	237,363	357,363	44,163	27,925	429,451	-	-	429,451
2028	125,000	4.25%	232,263	357,263	45,046	27,325	429,634	-	-	429,634
2029	130,000	4.25%	226,950	356,950	45,947	26,700	429,597	-	-	429,597
2030	140,000	4.25%	221,425	361,425	46,866	26,050	434,341	-	-	434,341
2031	145,000	4.25%	215,475	360,475	47,804	25,350	433,629	-	-	433,629
2032	150,000	4.25%	209,313	359,313	48,760	24,625	432,697	-	-	432,697
2033	155,000	4.25%	202,938	357,938	49,735	23,875	431,547	-	-	431,547
2034	165,000	4.25%	196,350	361,350	50,730	23,100	435,180	-	-	435,180
2035	170,000	4.25%	189,338	359,338	51,744	22,275	433,357	-	-	433,357
2036	175,000	4.25%	182,113	357,113	52,779	21,425	431,317	-	-	431,317
2037	185,000	4.25%	174,675	359,675	53,835	20,550	434,060	-	-	434,060
2038	195,000	4.25%	166,813	361,813	54,911	19,625	436,349	-	-	436,349
2039	200,000	4.25%	158,525	358,525	56,010	18,650	433,185	-	-	433,185
2040	210,000	4.25%	150,025	360,025	57,130	17,650	434,805	-	-	434,805
2041	220,000	4.25%	141,100	361,100	58,272	16,600	435,972	-	-	435,972
2042	225,000	4.25%	131,750	356,750	59,438	15,500	431,688	-	-	431,688
2043	235,000	4.25%	122,188	357,188	60,627	14,375	432,189	-	-	432,189
2044	245,000	4.25%	112,200	357,200	61,839	13,200	432,239	-	-	432,239
2045	260,000	4.25%	101,788	361,788	63,076	11,975	436,838	-	-	436,838
2046	270,000	4.25%	90,738	360,738	64,337	10,675	435,750	-	-	435,750
2047	280,000	4.25%	79,263	359,263	65,624	9,325	434,212	-	-	434,212
2048	290,000	4.25%	67,363	357,363	66,937	7,925	432,224	-	-	432,224
2049	305,000	4.25%	55,038	360,038	68,275	6,475	434,788	-	-	434,788
2050	315,000	4.25%	42,075	357,075	69,641	4,950	431,666	-	-	431,666
2051	330,000	4.25%	28,688	358,688	71,034	3,375	433,096	-	-	433,096
2052	345,000	4.25%	14,663	359,663	72,454	1,725	433,842	-	433,842	-
<b>Totals</b>	<b>\$ 5,920,000</b>	<b>4.25%</b>	<b>\$ 4,742,788</b>	<b>\$ 10,662,788</b>	<b>\$ 1,655,178</b>	<b>\$ 557,975</b>	<b>\$ 12,875,940</b>	<b>\$ 251,600</b>	<b>\$ 433,842</b>	<b>\$ 12,190,498</b>

**Footnotes:**

[a] Preliminary estimate. Assumes Administrative Expenses escalate at 2.00% per year.

[b] Preliminary estimate. Assumes the interest rate used to calculate the assessments is 0.50% higher than the actual interest rate on the bonds to fund interest related to delinquencies and the prepayment of assessments. Unused funds will be applied to the final year's debt service payment and/or credited back to the landowners.

[c] Assumes 12 months capitalized interest.

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**Exhibit H  
Newhaven Public Improvement District  
Assumptions  
3/8/2022**

<b>Project Specifics</b>	<b>Assumptions</b>	<b>Source</b>
AV per Unit - 40'	\$ 370,000	Client
AV per Unit - 50'	\$ 500,000	Client
AV per Unit - 60'	\$ 500,000	Client
Commercial FAR	20%	DPFG
Assessed Value per Commercial SF	\$ 250	DPFG
Annual Inflation Rate	2.0%	DPFG
Improved Lot Value as a % of Assessed Value	20.0%	DPFG

<b>PID Bond</b>	<b>Assumptions</b>	<b>Source</b>
Bond Term	30	Market
Improvement Area #1 Issuance Date	9/1/2022	DPFG
Improvement Area #1 Interest Rate	4.25%	DPFG
Improvement Area #1 Capitalized Interest (months)	12	DPFG
Costs of Issuance	6.0%	Market
Underwriter's Discount	3.0%	Market
Reserve Fund Earnings	0.0%	Market
Debt Service Escalator	0.0%	Market
Additional Interest Reserve	0.5%	Market
Administrative Expenses Escalator	2.0%	Market
Administrative Expenses	\$ 40,000	City
Bond Denomination	\$ 5,000	Market

**EXHIBIT “B”****CITY OF MANOR, TEXAS NOTICE OF PUBLIC HEARING REGARDING THE CREATION OF THE NEWHAVEN PUBLIC IMPROVEMENT DISTRICT**

Pursuant to Section 372.009(c) and (d) of the Texas Local Government Code, as amended (the “Act”), notice is hereby given that the City Council of the City of Manor, Texas (“City”), will hold a public hearing to accept public comments and discuss the petition (the “Petition”), filed by Gregg Lane Dev, LLC, a Texas limited liability company (the “Owner”), requesting that the City create the Newhaven Public Improvement District (the “District”) to include property owned by the Owner and further described herein (the “Property”).

Time and Place of the Hearing. The public hearing will be held at a regular meeting of the Manor City Council beginning at or after 7:00 p.m. on July 5, 2023, at Manor City Hall City Council Chambers, 105 E. Eggleston Street, Manor, Texas 78653. A copy of the Newhaven Public Improvement District petition is available for public review at the office of the City Secretary, located at 105 E. Eggleston Street, Manor, Texas 78653.

General Nature of the Proposed Authorized Improvements. The purposes of the District include the design, acquisition, construction, and improvement of public improvement projects authorized by the Act. The general nature of the proposed public improvements to be provided by the District that are necessary for the development of the Property within the District, in phases, may include, without limitation, (i) the establishment of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, pavilions, community facilities, swimming pools, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein; (ii) landscaping; (iii) acquisition, construction, and improvement of water, wastewater and drainage facilities; (iv) acquisition, construction and improvement of streets, roadways, rights-of-way and related facilities; (v) entry monumentation and features; (vi) signage; (vii) projects similar to those listed in subsections (i) – (vi) above; and (viii) payment of costs associated with constructing and financing the public improvements listed in subparagraphs (i) – (vii) above, including costs of establishing, administering and operating the District (collectively, the “Authorized Improvements”). These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property within the District.

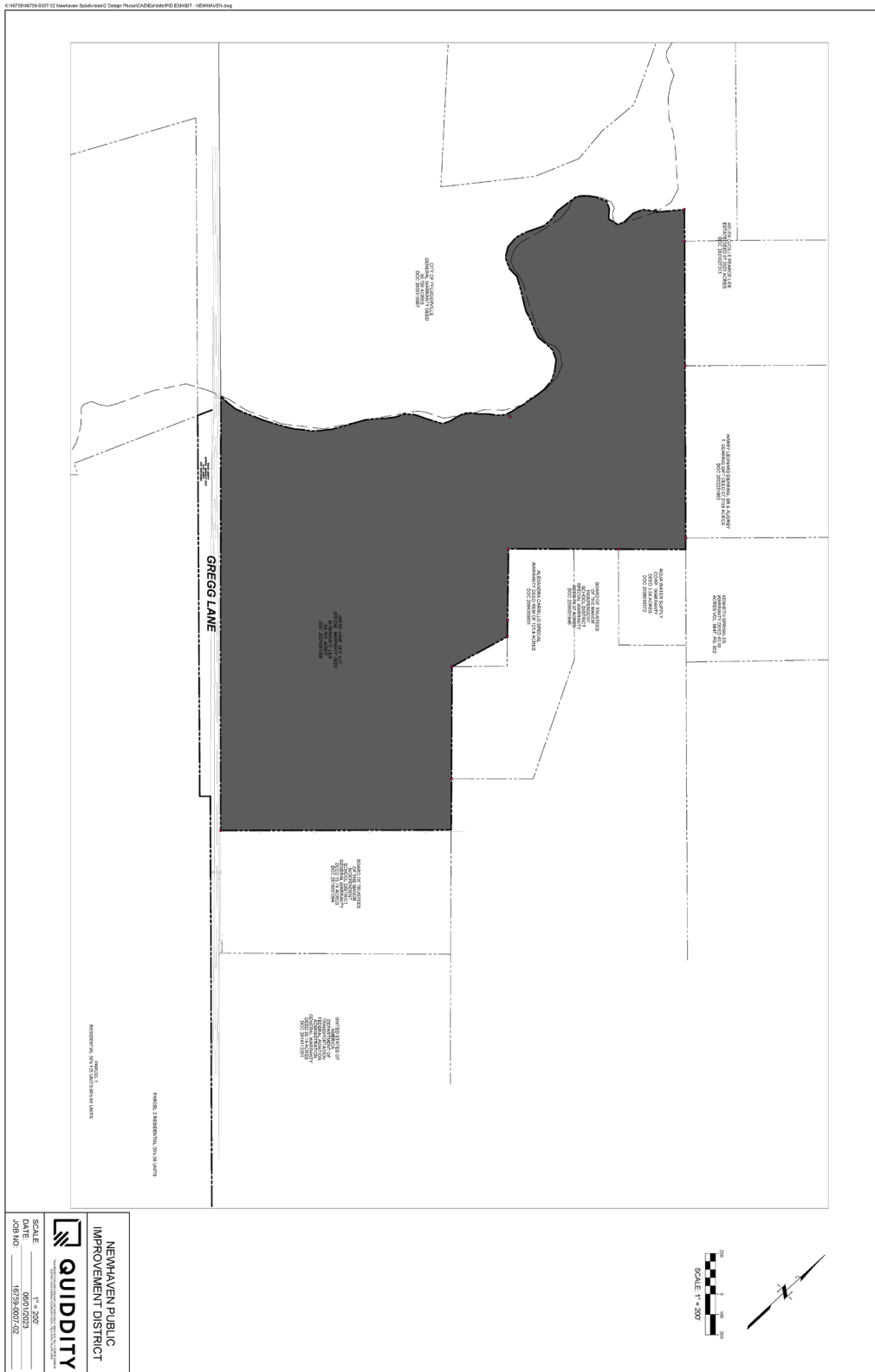
Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in establishment, administration and operation of the District is not to exceed \$10,000,000. The City will determine what amount or portion of the costs will be paid by assessment of the property owners within the District.

Proposed District Boundaries. The District is proposed to include approximately 90.3 acres of land generally located near the northwest corner of the intersection of Gregg Lane and FM 973, within the corporate limits of the City, as generally depicted or described on the map provided herein as Exhibit A, said map, as well as the metes and bounds description, are also available at Manor City Hall, Office of the City Secretary, located at 105 E. Eggleston Street, Manor, Texas 78653 and available for public inspection during regular business hours.

Proposed Method of Assessment. An assessment methodology will be prepared that will address: (i) how the costs of the public improvements financed with the assessments are assessed against the property in the District, (ii) how the assessments are to be collected each year, and (iii) reduction of the assessments for costs savings (pursuant to the annual review of the service plan for the District). Additionally, a report will be prepared showing the special benefits accruing to property in the District and how the costs of the public improvements are assessed to property on the basis of the special benefits. The result will be that equal shares of the costs will be imposed on property similarly benefitted. The assessment of the methodology will result in each parcel paying its fair share of the costs of the Public Improvements provided with the assessments based on the special benefits received by the property from the Public Improvements and property equally situated paying equal shares of the costs of the Public Improvements.

Apportionment of Cost between the District and the City. Approval and creation of the District will not obligate the City to provide any funds to finance the proposed Authorized Improvements. No municipal property in the District shall be assessed. All the costs of the proposed Authorized Improvements will be paid from assessments levied on the Property within the District. The developer of the Property may also pay certain costs of the improvements from other sources of funds, if any, available to it as developer of the District.

### Exhibit A Newhaven PID Boundary Map





**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** June 7, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on the Professional Services Agreement Newhaven Public Improvement District – PID Consultants for the proposed Newhaven Public Improvement District.

**BACKGROUND/SUMMARY:**

Gregg Lane Dev LLC (“Developer”) has submitted a petition to the city to create the Newhaven PID. In accordance with the City’s PID Policy, the City may request the Developer enter into a deposit agreement with the City to cover the costs associated with the creation of the PID and the issuance of bonds. The attached professional services agreement is provided for City Council consideration to cover the costs for the creation of the Mustang Valley PID.

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

- Professional Services Agreement

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve the Professional Services Agreement Newhaven Public Improvement District – PID Consultants for the proposed Newhaven Public Improvement District.

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

**PROFESSIONAL SERVICES AGREEMENT**  
Newhaven Public Improvement District – PID Consultants

THIS PROFESSIONAL SERVICES AGREEMENT (this “**Agreement**”) is made and entered into as of \_\_\_\_\_, 2023, by and between the **CITY OF MANOR, TEXAS** (the “**City**”) and **GREGG LANE DEV LLC**, a Texas limited liability company (including its designated successors and assigns, the “**Owner**”).

WHEREAS, the Owner has requested that the City conduct proceedings pursuant to the provisions of Texas Local Government Code Chapter 372, as amended, to form the Newhaven Public Improvement District (the “**District**”), to enter into a PID financing agreement, to levy special assessments on property within the District, and to issue one or more series of bonds (the “**Bonds**”) to provide for the construction, acquisition, or furnishing of certain public improvements within the District; and

WHEREAS, the Owner is developing approximately 90.345 acres of real property that would be included within the boundaries of the proposed District; and

WHEREAS, the Owner has agreed to advance moneys to be used by the City Manager of the City (the “**City Manager**”) to pay reasonable and necessary costs and expenses associated with retaining the Consultants (defined below) to assist the City with assessing the feasibility and desirability of (i) entering into a PID financing agreement, (ii) forming the District, (iii) levying special assessments within the District, and (iv) issuing Bonds (the “**PID Feasibility Matters**”) such advances being subject to reimbursement or credit upon the approval of the Texas Attorney General and City Council of the City (the “**City Council**”) and a successful issuance of the Bonds, or the termination or abandonment of such proceedings as provided herein; and

WHEREAS, the parties hereto wish to enter into this Agreement to define the terms and conditions under which moneys will be advanced by and reimbursed to the Owner.

NOW THEREFORE, the parties, for mutual consideration, agree as follows:

**SECTION 1. ADVANCEMENT OF MONEYS.** The Owner shall advance \$45,000.00 (the “**Moneys**”) to the City Manager as provided in Section 3 hereof, which Moneys shall be used by the City exclusively to pay reasonable and necessary costs incurred by the Consultants (hereinafter defined) for the PID Feasibility Matters. If the Moneys are not advanced in accordance with Section 3, the City shall not proceed with assessing the feasibility and desirability of the PID Feasibility Matters. The City will notify the Owner if the costs incurred by the Consultants for the PID Feasibility Matters exceed or are expected to exceed \$45,000.00. Upon notification by the City of the costs incurred by the Consultants for the PID Feasibility Matters exceeding \$45,000.00, the Owner shall deposit additional moneys in accordance with Section 3 (the “**Additional Moneys**”). If the Additional Moneys are not so deposited, the City shall not proceed with assessing the feasibility and desirability of the PID Feasibility Matters until the Additional Moneys have been advanced.



**SECTION 2. USE OF MONEYS ON DEPOSIT.** The City has retained the Knight Law Firm, LLP, as City attorneys and P3Works, LLC, as PID consultant. The City may engage additional consultants, including but not limited to appraisers, market study consultants, and other attorneys (collectively, the “**Consultants**”). The Consultants will assist the City with assessing the feasibility and desirability of the PID Feasibility Matters. The Consultants will be responsible for, and will act as consultants to, the City in connection with the PID Feasibility Matters. The City Manager will use the Moneys to reimburse reasonable and necessary costs and expenses incurred by the Consultants that are associated with or incidental to the PID Feasibility Matters (collectively, “**Project Costs**”). The scope of work and terms and conditions of the agreement for the Consultants are, or will be, set forth in agreements on file in the office of the City Secretary of the City. The City Manager may also use the Moneys for other direct City expenses relating to creation of the District, such as statutorily required public notices. The City’s Director of Finance (the “**Director of Finance**”) shall maintain records of the payment of all Project Costs and keep such records on file and available for inspection and review by the Owner in the office of the Director of Finance. Upon the Owner’s request, the City agrees to provide the Owner with copies of all invoices for PID Feasibility Matters that have been paid since the last request. If the Owner objects to any portion of an invoice, the City and the Owner agree in good faith to attempt to resolve the dispute within a reasonable period of time.

**SECTION 3. DEPOSITS.** The Owner shall deposit with the City the amount of \$45,000.00 within five (5) business days after this Agreement is executed and delivered by the City. Whenever the Moneys in the account reaches a balance of \$10,000.00 or less, the Owner shall deposit Additional Moneys in the amount of \$25,000.00 within ten (10) business days of notification by the Director of Finance. The Director of Finance shall cause all Moneys received from the Owner to be deposited into a separate account maintained by or at the direction of the City Manager and the Director of Finance. All interest or other amounts earned on Moneys or Additional Moneys (if any) in such account shall be held in such account for the payment of Project Costs or otherwise reimbursed as set forth in Section 4 hereof.

**SECTION 4. REIMBURSEMENT.** If proceedings for approval of the formation of the District are unsuccessful and are terminated or abandoned prior to the issuance of the Bonds, the Director of Finance shall transfer to the Owner all Moneys and Additional Moneys then on deposit in the account(s) established and maintained pursuant to Section 3, exclusive of Moneys or Additional Moneys necessary to pay or reimburse Project Costs or portions thereof that (i) have been actually incurred and (ii) are due and owing as of the date of such termination or abandonment.

The Owner shall have the following options upon the successful issuance of the Bonds and approval of the Bonds by the Texas Attorney General and the City Council:

- A. The Owner may direct the City to reimburse the Owner for the Moneys and Additional Moneys previously advanced by the Owner from the proceeds of the Bonds, provided that the amount of the Moneys are included in the calculation of the Bonds;
- B. The Owner may direct the City to return unexpended Moneys and Additional Moneys to Owner;

- C. The Owner may direct the City to maintain the Moneys and Additional Moneys in escrow pending the issuance of a subsequent series of Bonds; or
- D. The Owner may direct the City to do any combination of the above.

SECTION 5. RESERVED RIGHTS. This Agreement does not in any way create an obligation or commitment that the City will execute or approve any agreements, create the District, or proceed with the issuance of the Bonds, and the City expressly reserves the right to terminate or abandon the proceedings at any time prior to the issuance of the Bonds, if in the City's sole discretion, it deems such termination or abandonment to be in the best interests of the City.

SECTION 6. BINDING EFFECT. This Agreement shall be binding on the successors and assigns of the parties hereto.

*[signature pages follow]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date above written.

EXECUTED and ACCEPTED this \_\_\_\_ day of \_\_\_\_\_, 2023

**CITY OF MANOR, TEXAS,**  
a home rule municipal corporation

\_\_\_\_\_  
Dr. Christopher Harvey, Mayor  
CITY OF MANOR

ATTEST:

\_\_\_\_\_  
Lluvia T. Almaraz, City Secretary  
CITY OF MANOR

[CITY SEAL]

EXECUTED and ACCEPTED this \_\_\_\_ day of \_\_\_\_\_, 2023

**GREGG LANE DEV LLC**, a Texas limited liability company

By: Gregg Lane Manager, LLC, a Texas limited liability company, its Manager

By: SVAG Asset Management LLC, a Texas limited liability company, its Manager

By: \_\_\_\_\_  
Name: Sudharshan Vembutty  
Title: Manager